



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 **23rd day of May, 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) The Oath of Office will be administered to, Tres Clinton, Council Member: K. Dix

1.2) April 2023 Financial Report: P. Langford

1.3) Fuel System Report: E. Belaj

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 May 16, 2023 Special City Council Meeting minutes

2.2) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY EASEMENT WITHIN BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR A WATER MAIN RELOCATION AND AUTHORIZING THE MAYOR EXECUTE SAID INSTRUMENT ON BEHALF OF THE CITY: E. Belaj

3. PUBLIC HEARINGS/ACTION:

3.1) Public Hearing and consideration of the following items:

A) Public Hearing and action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE, PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING ENTEGRIS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT: H Erkan, Jr.

(1) Staff Presentation:

(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 THE PROPERTY LEGALLY DESCRIBED AS: LOT 7-D

OF THE EAST SIDE COMMERCIAL PARK SUBDIVISION WITH LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

4.2) Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS DESIGNATING CERTAIN CITY OFFICIALS TO SIGN CHECKS AND OTHER DISBURSEMENTS FOR ANY AUTHORIZED DEPOSITORY OF THE CITY OF BURNET, TEXAS: P. Langford

4.3) Discuss and consider action: Award request for Proposal (RFP) 2023-003 Street rehab Overlay Project bid and authorize the City Manager to execute the contract: E. Belaj

4.4) Discuss and consider action: Appoint Mayor Pro Tem: K. Dix

4.5) Discuss and consider action: Appoint a representative for the City of Burnet to the Opportunities for Williamson and Burnet Counties, Inc., (OWBC) Board of Directors: Mayor Wideman

4.6) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET TEXAS AUTHORIZING THE BURNET ECONOMIC DEVELOPMENT CORPORATION TO SELL A LOT WITHIN THE EASTSIDE COMMERCIAL PARK SUBDIVISION; AND APPROVING A PERFORMANCE AGREEMENT INCENTIVIZING THE DEVELOPMENT OF A RETAIL STORE AS AN ECONOMIC DEVELOPMENT PROJECT ON SAID LOT: H Erkan Jr.

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

6. ADJOURN:

Dated this 19th day of May, 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 May 19th, 2023 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Kelly Dix

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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



CITY OF BURNET

FINANCIAL REPORT

FYTD April 2023

Bluebonnet Capital of Texas - Lakes, Hills, History



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GENERAL FUND

The General Fund ended the period with a profit of \$1,681,718 and in total their revenues and expenses are performing well compared to the budget.

The General Fund's primary revenues include:

- **Property tax collections** – ended the period at 98% of budget and increased by \$466,933 over the same period last year.
- **Sales tax collections** – ended the period at 56% of budget and increased by \$30,268 over the same period last year.
- **EMS transfer collections** – ended the period at 50% of budget and decreased by (\$197,846) over the same period last year.
 - Collections are tracking under budget because EMS transfer call volume is down 12% mainly because of hospital staff shortages.
- **Transfers In from other funds** – ended the period at 55% of budget and increased by \$201,278 over the same period last year.

Total expenditures ended the period on track at 58% of budget.

GOLF COURSE

The Golf Course ended the period with a profit of \$289,059 which is a \$59,695 improvement over the same period last year because of increasing revenues.

Total revenues ended the period at 71% of budget and have increased by over \$179,867 compared to last year mainly due to increases from green fees/cart rentals, new members, new tournaments, and other revenues which include rebates from early order chemical and fertilizer programs and interest income. Rounds played have increased by almost 3% from last year and the average green fee revenue per round is \$39.75 which is an increase of \$2.21 over last year.

Total expenses ended the period on track at 58% of budget.

ELECTRIC FUND

The Electric fund ended the period with a profit of \$127,426.

Total revenues ended the period on track for the period at 53% of budget and consumption is running slightly below last year.

Total expenses ended the period at 54% of budget which is on track for the period.



WATER/WASTEWATER

The Water/Wastewater fund ended the period with a profit of \$121,216.

Total revenues are on track and ended the period at 56% of budget. Compared to last year, total revenues have increased mainly due to increasing water sales and consumption.

Total expenses are on track and ended the period at 57% of budget. Compared to last year, expenses have increased mainly because of personnel costs. Last year, the department had several vacancies but this year they have been closer to fully staffed for the majority of the year.

AIRPORT (Restricted Fund)

The Airport fund ended the period with a profit of \$72,777. Their revenues and expenses appear to be tracking as expected since the new Fixed Base Operator (FBO) contract went into effect on January 1, 2023.

Prior to January 1, the Airport Fund was operated under the “Interim” FBO contract. Because the original budget was based on the new FBO contract going into effect on October 1st, staff amended the budget to reflect the contract changes.

The fund’s net position is on track with the amended annual budget for the period.

CASH RESERVES

The total “Unrestricted” cash reserve balance for the city as of April 30, 2023, was \$6,545,805. That is **\$1,898,805** above our 90-day required reserve amount.

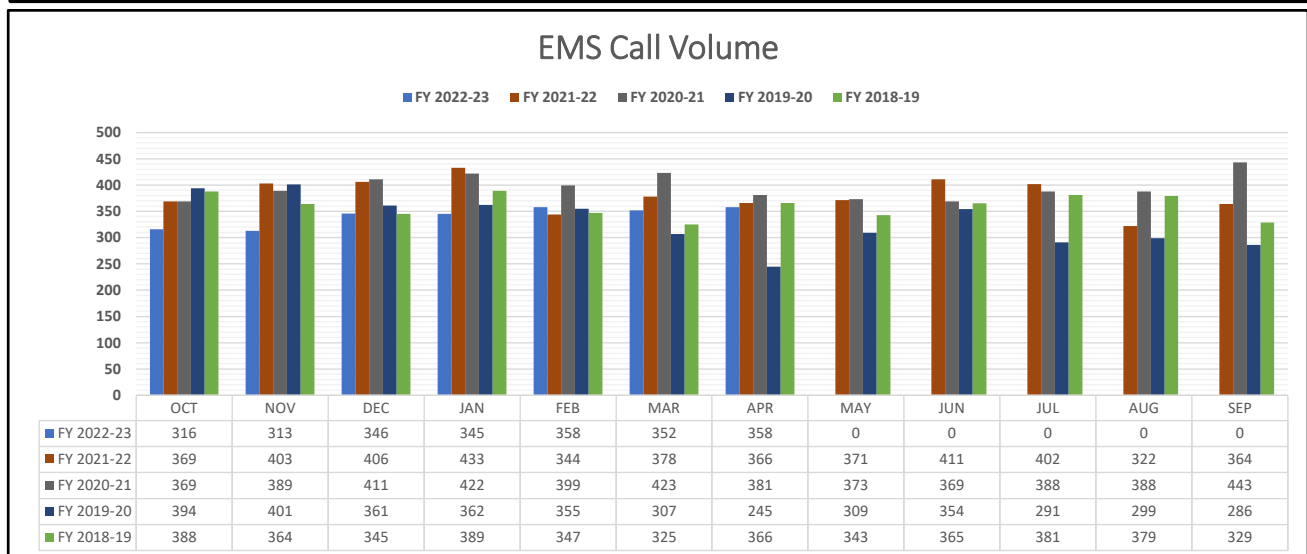
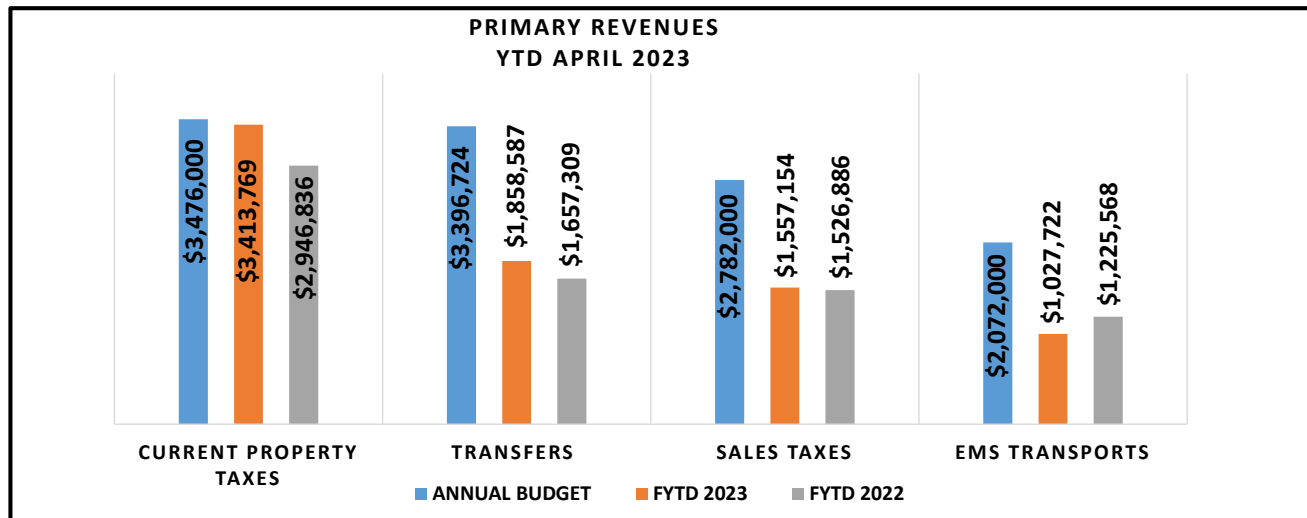
The total “Restricted by Council” cash reserve balance for the city as of April 30, 2023 was \$4,878,511.

GENERAL FUND DASHBOARD

FYTD APRIL 2023

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD APRIL 2022	% OF BUDGET
REV	\$ 14,766,308	\$ 9,968,974	68%	\$ 13,098,563	\$ 9,109,926	70%
EXPENSES	14,305,521	8,287,256	58%	12,641,112	7,408,362	59%
PROFIT (LOSS)	\$ 460,787	\$ 1,681,718		\$ 457,451	\$ 1,701,564	



	Transports		
FYTD 2023		2,388	
FYTD 2022		2,699	
Increase (Decrease)		(311)	-12%

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

58.33% of year complete

	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD APRIL 2022	% OF BUDGET
REVENUE						
Ad valorem taxes	\$ 3,476,000	\$ 3,413,769	98%	\$ 2,980,000	\$ 2,946,836	99%
Sales taxes	2,782,000	1,557,154	56%	2,438,000	1,526,886	63%
Interfund Transfers	3,396,724	1,858,587	55%	3,023,893	1,657,309	55%
EMS Transfers	2,072,000	1,027,722	50%	1,900,000	1,225,568	65%
Franchise and other taxes	162,000	200,385	124%	155,000	124,802	81%
Court Fines and Fees	140,000	108,939	78%	130,000	68,865	53%
Grants & Donations	9,500	3,263	34%	10,200	15,439	151%
Licenses & Permits	153,300	123,295	80%	132,200	125,733	95%
Charges for Services	2,369,684	1,394,561	59%	2,199,595	1,274,996	58%
Other Revenue	205,100	281,301	137%	129,675	143,493	111%
Use of Fund Balance	-	-		2,028,500	905,662	45%
Total Revenue	\$ 14,766,308	\$ 9,968,974	68%	\$ 15,127,063	\$ 10,015,588	66%
<i>Total Revenue less fund balance</i>	<i>\$ 14,766,308</i>	<i>\$ 9,968,974</i>	<i>68%</i>	<i>\$ 13,098,563</i>	<i>\$ 9,109,926</i>	<i>70%</i>
EXPENDITURES						
Personnel Services	\$ 9,592,515	\$ 5,441,302	57%	\$ 8,255,518	\$ 4,649,900	56%
Supplies & Materials	591,175	299,211	51%	455,070	321,113	71%
Repairs & Maint	612,211	396,175	65%	505,700	336,292	67%
Contractual Services	2,102,170	1,238,146	59%	2,078,429	1,273,505	61%
Other Designated Expenses	686,568	453,507	66%	589,719	423,611	72%
Transfers to Self-funded	514,037	299,855	58%	486,909	284,029	58%
Capital Outlay	-	19,280		-	11,765	
Transfers to Golf Admin	206,845	139,780	68%	269,767	108,146	40%
Sub-total	\$ 14,305,521	\$ 8,287,256	58%	\$ 12,641,112	\$ 7,408,362	59%
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfers - Capital/Other Uses of FB	-	-		\$ 2,028,500	\$ 905,662	45%
	\$ -	\$ -		\$ 2,028,500	\$ 905,662	45%
Total Expenditures	\$ 14,305,521	\$ 8,287,256	58%	\$ 14,669,612	\$ 8,314,024	57%
<i>Total Expenditures less Capital/Other</i>	<i>\$ 14,305,521</i>	<i>\$ 8,287,256</i>	<i>58%</i>	<i>\$ 12,641,112</i>	<i>\$ 7,408,362</i>	<i>59%</i>
NET CHANGE IN FUND BALANCE	\$ 460,787	\$ 1,681,718		\$ 457,451	\$ 1,701,564	

KEY VARIANCES - BUDGET vs ACTUAL (58.33% of Year Complete)

Revenues

- The majority of property taxes are collected in December and January of each year. Collections are strong and on track for the period.
- EMS Transfer Revenues are tracking below the average run rate because ems call volume is down by 311 calls or 12% compared to last year.
Per the Fire Chief, there is a nursing shortage which is impacting the hospital transfer requests.
- Franchise fee revenues are tracking higher than expected because of the timing of collections (paid quarterly and annually) and increases in franchise fee revenues.
- Court fines and fees collections have increased mainly due to increased police and court activity this year.
- Grant revenues are tracking below the average run rate because of the timing of the grants. PD grants are not expected to be collected until May.
- Licenses & Permits are tracking higher than the average mainly because of an increase in Inspection fees from construction projects and subdivision inspection fees collected.
- Other Revenues are tracking higher than expected mainly because of increased interest income and insurance claim receipts.

Expenditures

- See Expenditures by Department/Category for more detail.

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

58.33% of year complete

	ORIGINAL BUDGET			ACTUAL			PY BUDGET		
	2022-2023		% OF BUDGET	FYTD APRIL 2023		% OF BUDGET	2021-2022		% OF BUDGET
EXPENDITURES (Less transfers to capital/other):									
City Council									
Supplies & Materials	\$	2,000	2%	\$	43	2%	\$	1,000	48%
Repairs & Maint		1,000	13%		126	13%		1,000	36%
Contractual Services		7,020	50%		3,545	50%		6,720	64%
Other Designated Expenses		8,575	65%		5,555	65%		5,575	140%
Total Expenditures		18,595	50%		9,269	50%		14,295	91%
General Administration									
Personnel Services		1,277,069	55%		706,518	55%		1,168,369	54%
Supplies & Materials		21,700	53%		11,581	53%		27,000	52%
Repairs & Maint		91,000	97%		87,911	97%		80,000	92%
Contractual Services		260,303	69%		179,494	69%		236,995	65%
Other Designated Expenses		423,581	69%		293,646	69%		398,234	71%
Transfers for Golf Admin		206,845	68%		139,780	68%		269,767	40%
Total Expenditures		2,280,498	62%		1,418,930	62%		2,180,365	58%
Municipal Court									
Personnel Services		73,658	58%		43,021	58%		70,974	61%
Supplies & Materials		675	40%		270	40%		750	72%
Repairs & Maint		8,500	74%		6,296	74%		8,500	75%
Contractual Services		15,300	62%		9,416	62%		14,800	62%
Other Designated Expenses		5,050	80%		4,045	80%		4,350	65%
Total Expenditures		103,183	61%		63,048	61%		99,374	62%
Police/Animal Shelter/K-9									
Personnel Services		2,610,113	56%		1,473,305	56%		2,181,749	57%
Supplies & Materials		138,200	47%		64,694	47%		111,000	56%
Repairs & Maint		113,950	67%		76,303	67%		115,300	36%
Contractual Services		228,350	61%		139,778	61%		202,500	67%
Other Designated Expenses		99,162	56%		55,038	56%		74,000	98%
Transfers to Self-funded		181,341	58%		105,782	58%		196,567	58%
Capital Outlay		-			8,680			-	
Total Expenditures		3,371,116	57%		1,923,579	57%		2,881,116	58%
Fire/EMS									
Personnel Services		3,584,056	57%		2,031,565	57%		3,263,222	58%
Supplies & Materials		243,650	50%		122,977	50%		194,500	67%
Repairs & Maint		174,500	59%		102,171	59%		144,000	77%
Contractual Services		302,070	53%		160,391	53%		309,150	55%
Other Designated Expenses		74,600	66%		49,466	66%		49,000	66%
Transfers to Self-funded		267,868	58%		156,256	58%		254,786	58%
Capital Outlay		-			10,600			-	
Total Expenditures		4,646,744	57%		2,633,426	57%		4,214,658	59%
Streets									
Personnel Services		753,705	63%		474,112	63%		698,233	55%
Supplies & Materials		77,300	63%		48,871	63%		41,500	125%
Repairs & Maint		89,400	46%		40,873	46%		77,400	46%
Contractual Services		8,750	47%		4,095	47%		8,500	41%
Other Designated Expenses		5,000	225%		11,266	225%		2,350	143%
Transfers to Self-funded		26,611	58%		15,523	58%		9,021	52%
Total Expenditures		960,766	62%		594,741	62%		837,004	58%
City Shop									
Personnel Services		78,439	48%		37,659	48%		76,326	60%
Supplies & Materials		15,000	69%		10,294	69%		14,000	52%
Repairs & Maint		12,500	35%		4,372	35%		13,000	33%
Contractual Services		6,380	53%		3,359	53%		6,700	55%
Other Designated Expenses		5,050	52%		2,609	52%		5,050	39%
Total Expenditures		117,369	50%		58,293	50%		115,076	55%
Sanitation									
Contractual Services		974,947	58%		562,918	58%		921,194	59%
Other Designated Expenses		25,000	43%		10,681	43%		25,000	4%
Total Expenditures		999,947	57%		573,599	57%		946,194	58%
PW Admin									
Personnel Services		164,985	58%		95,887	58%		-	-
Supplies & Materials		1,800	31%		561	31%		-	-
Repairs & Maint		200	53%		106	53%		-	-
Contractual Services		-			528			-	-
Other Designated Expenses		850	358%		3,047	358%		-	-
Transfers to Self-funded		-			-			-	-
Total Expenditures		167,835	60%		100,130	60%		-	-

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

58.33% of year complete

	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD APRIL 2022	% OF BUDGET
EXPENDITURES (Less transfers to capital/other):						
Parks						
Personnel Services	589,046	318,442	54%	502,241	267,383	53%
Supplies & Materials	79,000	38,307	48%	62,500	50,346	81%
Repairs & Maint	101,650	57,872	57%	57,250	55,941	98%
Contractual Services	88,650	49,208	56%	133,700	46,433	35%
Other Designated Expenses	8,500	4,163	49%	6,000	5,869	98%
Transfers to Self-funded	28,069	16,373	58%	26,535	15,479	58%
Total Expenditures	894,915	484,365	54%	788,226	441,450	56%
Galloway Hammond						
Repairs & Maint	5,000	13,626	273%	5,000	1,885	38%
Contractual Services	100,000	58,333	58%	100,000	58,333	58%
Capital Outlay	-	-	0%	-	-	0%
Total Expenditures	105,000	71,959	69%	105,000	60,218	57%
Development Services						
Personnel Services	187,774	105,801	56%	294,404	162,192	55%
Supplies & Materials	5,650	1,150	20%	2,820	3,075	109%
Repairs & Maint	8,261	4,359	53%	4,250	5,212	123%
Contractual Services	99,050	64,255	65%	138,170	141,658	103%
Other Designated Expenses	28,200	10,684	38%	20,160	12,352	61%
Capital Outlay	-	-	-	-	11,765	-
Total Expenditures	328,935	186,249	57%	459,804	336,254	73%
Engineering						
Personnel Services	273,670	154,991	57%	-	-	-
Supplies & Materials	6,200	464	7%	-	-	-
Repairs & Maint	6,250	2,160	35%	-	-	-
Contractual Services	11,350	2,824	25%	-	-	-
Other Designated Expenses	3,000	3,309	110%	-	-	-
Transfers to Self-funded	10,148	5,920	58%	-	-	-
Total Expenditures	310,618	169,667	55%	-	-	-
TOTAL EXPENDITURES	\$ 14,305,521	\$ 8,287,256	58%	\$ 12,641,112	\$ 7,408,362	59%

KEY VARIANCES - BUDGET vs ACTUAL (58.33% of Year Complete)

Expenditures

CITY COUNCIL - Other Designated Expenses are tracking higher than the average run rate because they include travel for TML which was held in October 2022.
ADMIN - Repairs and Maintenance are tracking higher than the average run rate because the annual Tyler/Incode software maintenance expense was paid in March. In total, expenses are still on track with the amount budgeted for the year.
ADMIN - Contractual Services are tracking higher than the average run rate because of the timing of the audit and actuary payments. Majority of audit work is done in December and January each year. In total, expenses are still on track with the amount budgeted.
ADMIN - Designated expenses are tracking higher than the average run rate because of the timing of the quarterly insurance payments, increases in Health & Wellness expenses because of the addition of Teledoc, and the timing of and increases in employee programs which include the City's annual Christmas party.
ADMIN - Transfers to cover the golf admin allocation are tracking higher than the average run rate because of higher than anticipated revenues at the golf course. Admin expenses are allocated to the enterprise funds based on revenues and number of employees.
COURT - Repairs and Maintenance are tracking higher than the average run rate because the annual Tyler/Incode software maintenance expense was paid in March. In total, services are still on track with the amount budgeted for the year.
COURT - Other Designated Expenses are tracking higher than the average run rate because credit card service fees collected have increased which is consistent with the increase in collected municipal court fees and fines.
PD - R&M expenses are tracking higher than the average run rate mainly because of fleet accident repairs and the payment of the annual software maintenance contract in April.
FIRE - Other Designated Expenses are tracking higher than the average run rate mainly because we under estimate the number of bunker gear sets needed. We budgeted for six but per the Fire Chief needed to purchase nine sets of new Bunker Gear.
STREETS - Personnel Expenses are tracking higher than the average run rate mainly because of the benefit pay out for a recent retiree and a retro pay adjustment that was done in December.
STREETS - Supplies and Material Expenses are tracking higher than the average run rate mainly because of the purchase of bulk salt for stock and increasing fuel costs.
STREETS - Designated Expenses include non-capital supplies which are tracking higher than the average because of the purchase of 45 8' hip barricades for \$10,125.00 mainly purchased for crowd control during public events.
CITY SHOP - Supplies and Materials are tracking higher than the average run rate mainly because of the purchase of bulk oil for in house oil changes.
PW ADMIN - Other Designated Expenses are tracking higher than the average run rate mainly because of increases for employee appreciation programs and employee travel.
GALLOWAY HAMMOND - R&M Expenses are tracking higher than expected because of water leak repairs, the replacement of a faulty winch on side court basketball structure, pylon sign repairs, and interior painting.
DEVELOPMENT SERVICES - Contractual Services Expenses are tracking higher than expected because of an increase in city inspections mainly for commercial projects.
ENGINEERING - Other Designated Expenses are tracking higher than budgeted mainly because of travel and training expenses. Travel was incurred for the TML Conference, Crack Seal Training, Infinity Training, and Staking Training.

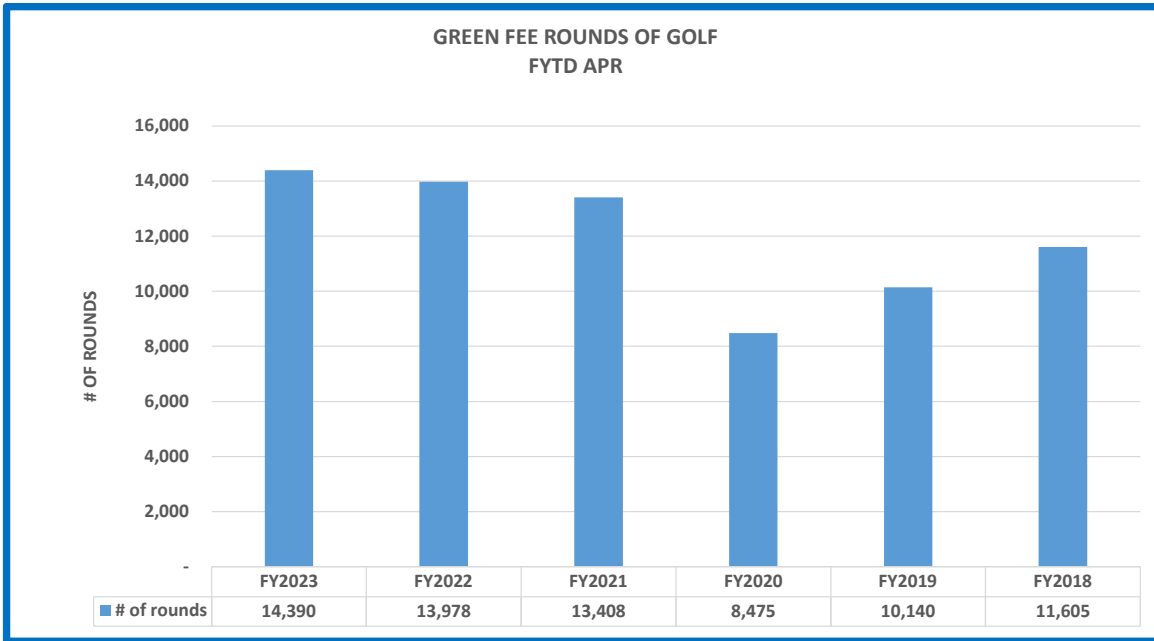
GOLF COURSE FUND DASHBOARD

FYTD APRIL 2023

CURRENT RESULTS COMPARISON

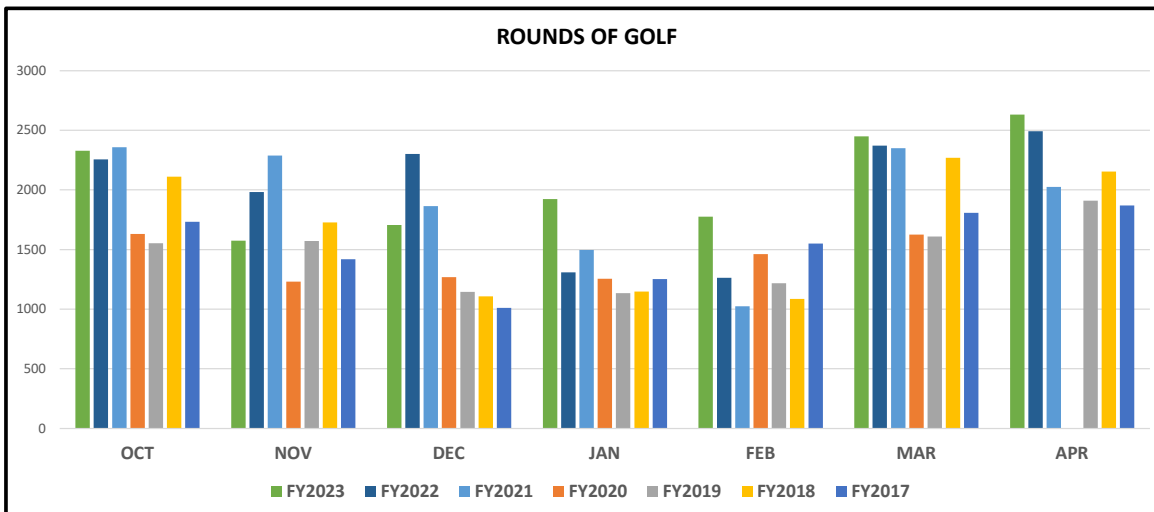
	ORIGINAL BUDGET	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD APRIL 2022	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 1,860,895	\$ 1,324,895	71%	\$ 1,470,651	\$ 1,145,028	78%
EXPENSES	1,778,214	1,035,836	58%	1,562,218	915,664	59%
PROFIT (LOSS)	\$ 82,681	\$ 289,059		\$ (91,567)	\$ 229,364	

TABLES/CHARTS



Rounds of Golf*	FYTD
2022-2023	14,390
2021-2022	13,978
OVER (UNDER)	412
	2.95%

*Does not include annual dues or tournament rounds played.



Notes:

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

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

		58.33% of year complete								
		ORIGINAL BUDGET	ACTUAL	% OF	PY BUDGET	PY ACTUAL	% OF			
		2022-2023	FYTD APRIL 2023	BUDGET	2021-2022	FYTD APRIL 2022	BUDGET			
Revenues										
Charges for Services:										
Green Fees/Cart Rentals	\$	947,205	\$	571,963	60%	\$	696,600	\$	524,669	75%
Member Charges		232,000		242,906	105%		224,000		217,366	97%
Net Tournament Fees		144,000		130,366	91%		112,000		98,290	88%
Driving Range		62,000		35,642	57%		53,000		33,073	62%
Net Charges for Services		1,385,205		980,876	71%		1,085,600		873,397	80%
Pro Shop Merchandise Sales (Net)		72,655		46,501	64%		48,750		44,285	91%
Snack Bar Sales (Net)		147,744		102,352	69%		129,600		83,042	64%
Transfer from GF (Admin/Use of FB)		206,845		139,000	67%		192,701		119,970	62%
Other Revenue		48,446		56,166	116%		14,000		24,334	174%
Total Revenues		1,860,895		1,324,895	71%		1,470,651		1,145,028	78%
Expenses										
Personnel Services		1,067,824		593,188	56%		924,829		558,213	60%
Supplies & Materials		129,550		70,342	54%		119,050		59,511	50%
Repairs & Maint		84,300		51,971	62%		82,500		32,550	39%
Contractual Services		67,600		45,124	67%		59,000		37,437	63%
Other Designated Expenses		52,750		37,426	71%		45,050		30,214	67%
Transfers to Self-funded		169,345		98,785	22%		153,588		89,593	58%
Admin Allocation		206,845		139,000	67%		178,201		108,146	61%
Total Expenses		1,778,214		1,035,836	58%		1,562,218		915,664	59%
Change in Net Position		82,681		289,059			(91,567)		229,364	
Operating Subsidy from General Fund		-		-			91,567		-	
Net Position		82,681		289,059			-		229,364	
Green Fee Rounds				14,390					13,978	
Green Fee Rev Per Round				\$ 39.75					\$ 37.54	

KEY VARIANCES - BUDGET vs ACTUAL (58.33% of Year Complete)

<u>Revenues</u>	
-The majority of Member Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October and April of each year. Per Tony Nash, the course is seeing an increase in annual members this year over last year.	
- Net Tournament Fees have increased due to additional tournaments.	
-Transfer from General Fund (GF) is used to offset the admin allocation.	
-Other revenues are tracking above the average run rate for the year because of increases in interest income, payment of ghin fees in January and because of chemical and fertilizer rebates received from the Early Order Program (EOP).	
<u>Expenses</u>	
- Contractual Services are tracking higher than the average run rate mainly because of professional services. The golf course contracted to aerate the greens this year.	
- Other designated expenses include credit card service fees which are tracking higher than the average run rate mainly because of the increase in revenues.	
- Admin allocation is offset by the Transfer from GF, therefore, net impact to the bottom line is 0.	

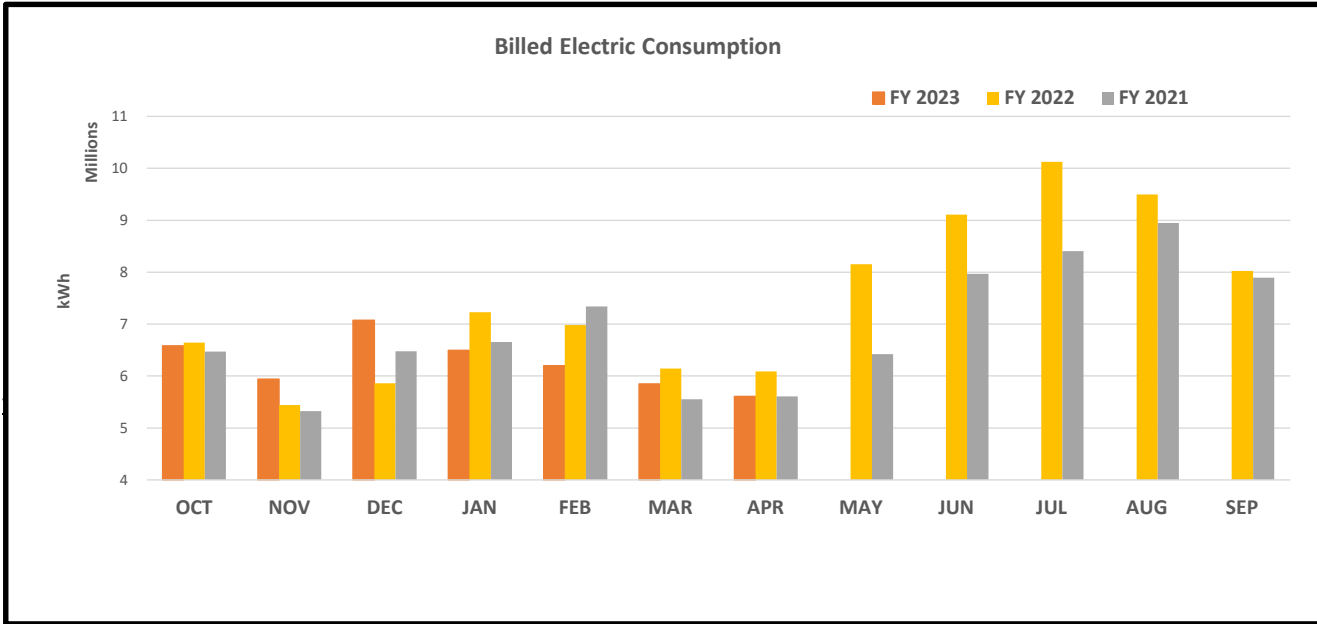
ELECTRIC FUND DASHBOARD

FYTD APRIL 2023

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD APRIL 2022	% OF BUDGET
REV (net of cogs)	\$ 4,089,298	\$ 2,177,393	53%	\$ 4,034,144	\$ 2,171,129	54%
EXPENSES	3,786,446	2,049,967	54%	3,635,322	2,029,381	56%
PROFIT (LOSS)	\$ 302,852	\$ 127,426		\$ 398,822	\$ 141,748	

TABLES/CHARTS



FYTD 2023	43,743,682
FYTD 2022	44,391,689
ytd variance	(648,007)
% variance	-1.46%

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

58.33% of year complete

	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD APRIL 2022	% OF BUDGET
REVENUES						
Electric Sales	\$ 9,090,778	\$ 5,012,665		\$ 9,000,000	\$ 4,996,854	
Less Cost of Power	5,237,806	2,982,635		5,166,000	2,952,970	
Net Electric Sales	3,852,972	2,030,031	53%	3,834,000	2,043,884	53%
Penalties	87,766	49,485	56%	85,000	53,507	63%
Pole Rental	48,400	30,260	63%	47,000	14,936	32%
Credit Card Convenience Fees	52,660	28,972	55%	45,144	18,545	
Other Revenue	47,500	38,645	81%	23,000	40,258	175%
Use of Fund Balance	-	-		230,000	56,436	25%
Total Revenue	\$ 4,089,298	\$ 2,177,393	53%	\$ 4,264,144	\$ 2,227,565	52%
<i>Total Revenue less fund balance</i>	<i>\$ 4,089,298</i>	<i>\$ 2,177,393</i>	<i>53%</i>	<i>\$ 4,034,144</i>	<i>\$ 2,171,129</i>	<i>54%</i>
EXPENSES						
Personnel Services	945,807	516,049	55%	\$ 1,000,827	527,111	53%
Supplies & Materials	77,100	34,307	44%	51,000	33,713	66%
Repairs & Maint	191,000	101,805	53%	180,000	114,796	64%
Contractual Services	158,400	102,245	65%	133,900	102,508	77%
Other Designated Expenses	89,050	45,865	52%	87,714	43,669	50%
Capital Outlay	25,000	22,664	91%	35,000	24,640	70%
Transfers to Debt Service	53,000	30,917	58%	49,350	28,788	58%
Transfers to Self-funded	25,418	14,827	58%	19,780	11,538	58%
Return on Investment	1,678,174	874,874	52%	1,639,441	888,380	54%
Admin Allocation	432,742	244,836	57%	409,541	238,446	58%
Shop Allocation	29,342	14,573	50%	28,769	15,794	55%
PW Admin Allocation	50,351	30,039	60%	-	-	
Engineering Allocation	31,062	16,967	55%	-	-	
Transfer to Capital	-	-		230,000	56,436	25%
Total Expenses	\$ 3,786,446	\$ 2,049,967	54%	\$ 3,865,322	\$ 2,085,817	54%
<i>Total Expenses less xfers to capital and other uses of fund balance</i>	<i>\$ 3,786,446</i>	<i>\$ 2,049,967</i>	<i>54%</i>	<i>\$ 3,635,322</i>	<i>\$ 2,029,381</i>	<i>56%</i>
Change in Net Position	\$ 302,852	\$ 127,426		\$ 398,822	\$ 141,748	

KEY VARIANCES - BUDGET vs ACTUAL (58.33% of Year Complete)

Revenues

- Pole Rental Charges are typically invoiced in February and received by April or May.
- Other revenues are tracking higher than the average because of insurance claim payments and increasing interest revenue.

Expenses

- Contractual Services are tracking higher than the average run rate because they include the annual contributions to local non profit organizations which are paid in October.
- Capital Outlay is tracking higher than the average run rate because they include the early purchase of Christmas decorations and line locates.

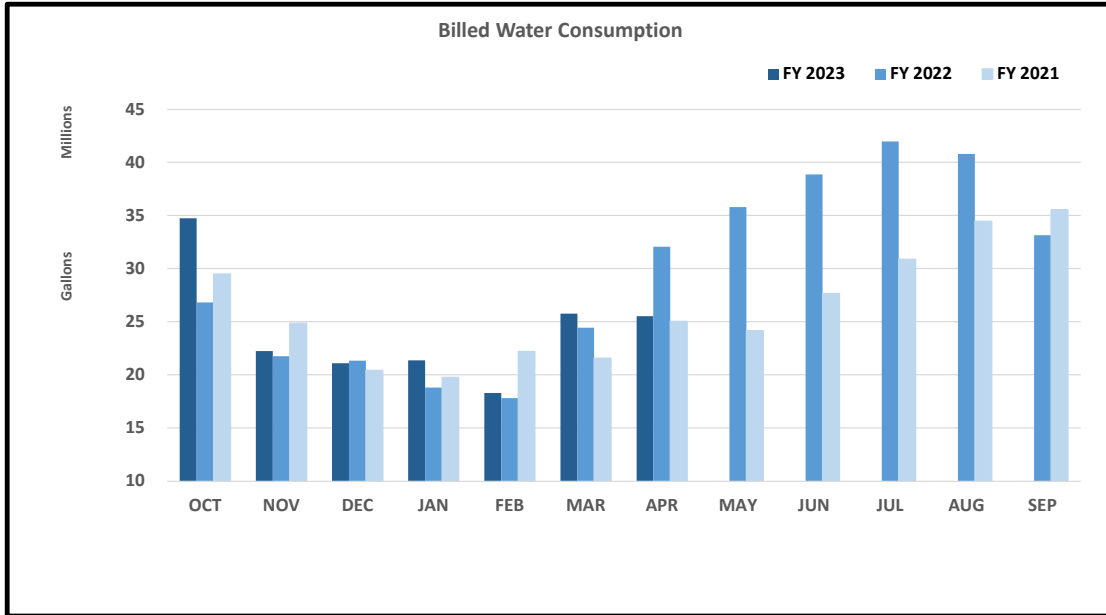
WATER/WW FUND DASHBOARD

FYTD APRIL 2023

CURRENT RESULTS COMPARISON

	ORIGINAL	ACTUAL	% OF	PY BUDGET	ACTUAL	% OF
	BUDGET	FYTD APRIL 2023	BUDGET	2021-2022	FYTD APRIL 2022	BUDGET
REV	\$ 4,624,417	\$ 2,589,235	56%	\$ 4,500,420	\$ 2,527,467	56%
EXPENSES	4,330,936	2,468,019	57%	4,039,275	2,160,551	53%
PROFIT (LOSS)	\$ 293,481	\$ 121,216		\$ 461,145	\$ 366,916	

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2023	169,001,355
FYTD 2022	163,007,545
Variance	5,993,810
% variance	3.68%

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

	58.33% of year complete					
	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD APRIL 2022	% OF BUDGET
REVENUE						
Water Sales	\$ 2,482,303	\$ 1,372,881	55%	\$ 2,400,000	\$ 1,335,267	56%
Wastewater Sales	1,932,000	1,135,184	59%	1,920,000	1,111,009	58%
Penalties	45,072	25,672	57%	46,000	26,023	57%
Water/Sewer Connects	37,000	14,400	39%	30,000	35,302	118%
Credit Card Convenience Fees	25,042	15,603	62%	19,920	9,391	
Other Revenue	28,000	25,494	91%	9,500	10,476	110%
Use Impact Fees	75,000	-	0%	75,000	-	0%
Use of Fund Balance	1,135,000	-	0%	1,135,000	238,831	21%
Total Revenue	\$ 5,759,417	\$ 2,589,235	45%	\$ 5,635,420	\$ 2,766,299	49%
<i>Total Revenue less fund balance</i>	<i>\$ 4,624,417</i>	<i>\$ 2,589,235</i>	<i>56%</i>	<i>\$ 4,500,420</i>	<i>\$ 2,527,467</i>	<i>56%</i>
EXPENSES						
Personnel Services	1,410,682	807,320	57%	\$ 1,274,566	623,286	49%
Supplies & Materials	190,300	140,439	74%	171,750	107,725	63%
Repairs & Maint	383,750	155,707	41%	409,500	169,488	41%
Contractual Services	300,050	184,773	62%	317,500	190,067	60%
Cost of Water	70,000	42,072	60%	70,000	33,229	47%
Other Designated Expenses	98,542	52,994	54%	105,474	68,597	65%
Transfers to Debt Service	930,125	542,573	58%	944,764	551,492	58%
Transfers to Self-funded	51,512	30,049	58%	73,692	42,987	58%
In Lieu of Taxes	363,953	207,139	57%	354,034	202,197	57%
Admin Allocation	305,298	182,461	60%	289,227	150,275	52%
Shop Allocation	29,342	14,573	50%	28,768	15,794	55%
PW Admin Allocation	67,134	40,052	60%	-	-	
Engineering Allocation	124,248	67,867	55%	-	-	
Capital Outlay	6,000	-		-	5,414	0%
Transfer to Capital	1,135,000	-	0%	1,135,000	238,831	21%
Total Expenses	\$ 5,465,936	\$ 2,468,019	45%	\$ 5,174,275	\$ 2,399,382	46%
<i>Total Expenses less Transfers to Capital and other uses of fund balance</i>	<i>\$ 4,330,936</i>	<i>\$ 2,468,019</i>	<i>57%</i>	<i>\$ 4,039,275</i>	<i>\$ 2,160,551</i>	<i>53%</i>
Change in Net Position	\$ 293,481	\$ 121,216		\$ 461,145	\$ 366,917	

KEY VARIANCES - BUDGET vs ACTUAL (58.33% of Year Complete)

Revenues

-Other Revenues are tracking higher than expected because of increased bulk potable water sales at public works.

Expenses

-Supplies and Materials are tracking higher than the average run rate mainly because of increasing bulk chemical purchases.

-Contractual Services are tracking higher than expected because of increases in professional services for the Hoover easement surveying and the annual TPWD utility easement paid in October.

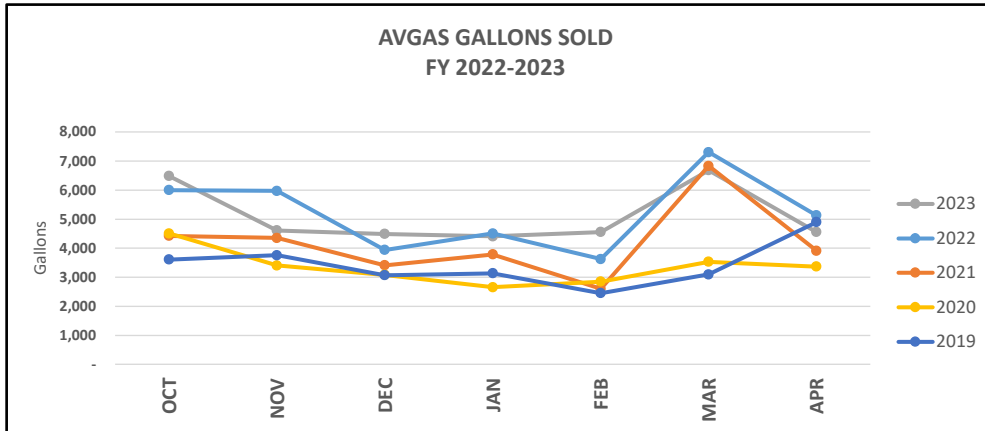
AIRPORT FUND DASHBOARD

FYTD APRIL 2023

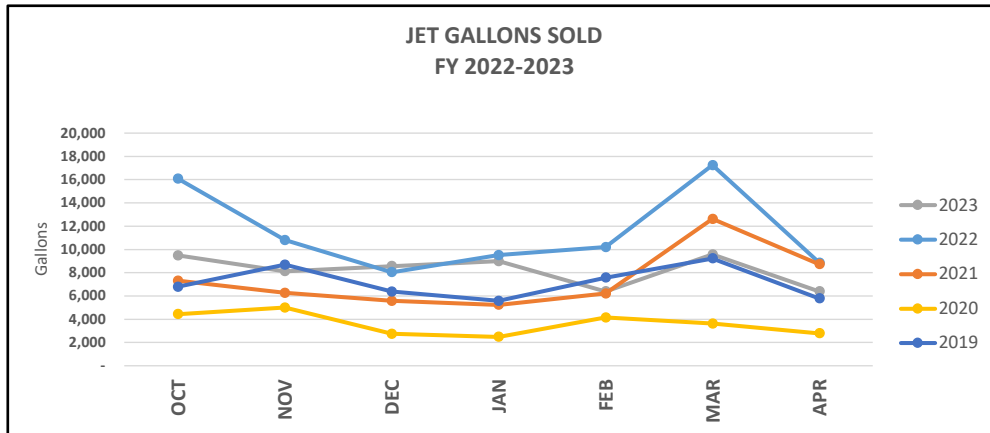
CURRENT RESULTS COMPARISON

	AMENDED BUDGET	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD APRIL 2022	% OF BUDGET
REV (net of cogs)	\$ 339,381	\$ 261,661	77%	\$ 428,729	\$ 301,239	70%
EXPENSES	258,228	188,884	73%	276,330	171,386	62%
PROFIT (LOSS)	\$ 81,153	\$ 72,777		\$ 152,399	\$ 129,853	

TABLES/CHARTS



FYTD 2023	35,785
FYTD 2022	36,484
Increase(decrease)	(699)
	-1.91%



FYTD 2023	57,547
FYTD 2022	80,755
Increase(decrease)	(23,208)
	-28.74%

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

	58.33% of year complete					
	AMENDED ANNUAL BUDGET 2022-2023	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD APRIL 2022	% OF BUDGET
REVENUE						
Av Gas Sales	\$ 89,525	\$ 89,527		\$ 233,000	\$ 185,179	
Av Gas Purchases	71,575	71,574		174,750	143,073	
Net Sales	17,950	17,953	100%	58,250	42,107	72%
Jet Gas Sales	156,010	156,012		367,000	381,995	
Jet Gas Purchases	102,775	102,772		201,850	241,967	
Net Sales	53,235	53,240	100%	165,150	140,028	85%
Avgas Flowage Fees	3,140	1,387	44%	450	-	0%
Jet Flowage Fees	11,122	6,798	61%			
Penalties	-	-			425	
All Hangar Lease	153,600	88,978	58%	125,000	76,418	61%
CAF Admissions	5,066	3,258	64%	5,066	3,103	61%
McBride Lease	48,748	29,028	60%	45,893	26,835	58%
Thru the Fence Lease	12,020	8,479	71%	12,020	2,592	22%
Airport Parking Permit	5,000	-	0%	2,000	120	6%
Hangar Lease - FBO	18,755	8,336	44%	14,400	8,400	58%
Interest Earned	10,745	44,103	410%	500	901	180%
Other	-	101		-	310	
Use of Fund Balance	61,863	36,087	58%	493,069	125,342	25%
Total Revenue	\$ 401,244	\$ 297,748	74%	\$ 921,798	\$ 426,581	46%
<i>Total Revenue less fund balance</i>	<i>\$ 339,381</i>	<i>\$ 261,661</i>	<i>77%</i>	<i>\$ 428,729</i>	<i>\$ 301,239</i>	<i>70%</i>
EXPENSES						
Personnel Services	\$ 100,502	\$ 59,106	59%	\$ 97,884	\$ 57,657	59%
Supplies & Materials	3,000	1,573	52%	4,000	1,742	44%
Repairs & Maint	3,675	1,198	33%	3,000	1,208	40%
Contractual Services	64,750	61,171	94%	64,400	38,041	59%
Other Designated Expenses	46,527	36,356	78%	38,600	22,885	59%
Transfers to Debt Service	61,863	36,087	58%	58,069	33,874	58%
Admin Allocation	31,874	21,581	68%	39,646	33,054	83%
Av fuel truck lease	3,350	3,350	100%	12,000	7,000	58%
Jet fuel truck lease	4,550	4,550	100%	16,800	9,800	58%
Transfers to Capital	-	-		435,000	91,468	21%
Total Expenses	\$ 320,091	\$ 224,971	70%	\$ 769,399	\$ 296,727	39%
<i>Total Exp - xfers to capital and debt svc.</i>	<i>\$ 258,228</i>	<i>\$ 188,884</i>	<i>73%</i>	<i>\$ 276,330</i>	<i>\$ 171,386</i>	<i>62%</i>
Change in Net Position	\$ 81,153	\$ 72,777		\$ 152,399	\$ 129,854	

NOTE

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

Under the new FBO contract:

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

Notes:

REVENUES:

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

EXPENSES:

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

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

	ANNUAL BUDGET 2022-2023	ACTUAL FYTD APRIL 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD APRIL 2022	% OF BUDGET
HOTEL/MOTEL FUND						
Revenues	\$ 191,900	\$ 121,798	63.47%	\$ 171,281	\$ 127,944	74.70%
Expenses	168,795	46,117	27.32%	147,465	45,473	30.84%
Net Profit (Loss)	<u>\$ 23,105</u>	<u>\$ 75,681</u>		<u>\$ 23,816</u>	<u>\$ 82,471</u>	
BEDC						
Revenues	\$ 4,015,333	\$ 896,443	22.33%	\$ 4,009,417	\$ 1,394,937	34.79%
Expenses	3,722,497	700,964	18.83%	3,795,481	1,211,808	31.93%
Net Profit (Loss)	<u>\$ 292,836</u>	<u>\$ 195,479</u>		<u>\$ 213,936</u>	<u>\$ 183,129</u>	
SELF FUNDED EQUIPMENT FUND						
Revenues	\$ 1,539,000	\$ 1,238,374	80.47%	\$ 1,020,800	\$ 448,404	43.93%
Expenses	1,539,000	1,238,374	80.47%	1,020,800	144,403	14.15%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ 304,000</u>	
DEBT SERVICE FUND						
Revenues	\$ 1,046,528	\$ 610,492	58.34%	\$ 1,052,683	\$ 614,253	58.35%
Expenses	1,046,328	791,794	75.67%	1,052,183	794,353	75.50%
Net Profit (Loss)	<u>\$ 200</u>	<u>\$ (181,302)</u>		<u>\$ 500</u>	<u>\$ (180,100)</u>	
INTEREST & SINKING DEBT FUND						
Revenues	\$ 796,782	\$ 766,846	96.24%	\$ 490,178	\$ 520,472	106.18%
Expenses	796,582	153,502	19.27%	489,978	97,038	19.80%
Net Profit (Loss)	<u>\$ 200</u>	<u>\$ 613,343</u>		<u>\$ 200</u>	<u>\$ 423,434</u>	

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

Acct #	Bank	Account Name	Account Type	Balance as of APRIL 2023
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 2,334,511.99
		Add or Subtract Claim on Cash for Airport		(40,160.00)
2329	FSB	Golf Course Petty Cash	Checking	378.74
2711100002	TexPool	Operating Reserve	Investment	4,251,074.50
Total Unrestricted				\$ 6,545,805.23

75 Day Reserve Requirement	3,873,000.00
Unrestricted Cash over 75 day reserve	\$ 2,672,805.23
90 Day Reserve Requirement	4,647,000.00
Unrestricted Cash over 90 day reserve	\$ 1,898,805.23

Restricted by Council

2711100011	TexPool	Capital Equipment Reserve	Investment	\$ 633,233.81
2188	FSB	Self Funded Equipment	M/M	74,439.66
2711100014	TexPool	Self Funded Equipment Reserve	Investment	536,142.62
2711100021	TexPool	YMCA/GHRC Capital Improvement	Investment	102,415.93
2711100029	TexPool	YMCA Land Sale Proceeds	Investment	111,719.46
2711100022	TexPool	Electric Capital Improvement	Investment	409,663.21
2711100020	TexPool	Street Rehab/Replacement Reserve	Investment	409,631.11
2711100023	TexPool	Water/WW Improvement	Investment	102,415.93
2711100018	TexPool	Golf Course Ops Reserve	Investment	625,399.23
2711100019	TexPool	Golf Course Capital Improvement Reserve	Investment	273,450.05
2711100031	TexPool	City Hall Reserve	Investment	1,600,000.00
Total Restricted by Council Action				\$ 4,878,511.01

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

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance as of APRIL 2023
1453	FSB	Bond Reserve	M/M	\$ 244,468.07
2402	FSB	Hotel Motel	M/M	126,118.46
2711100005	TexPool	Hotel Motel	Investment	201,878.23
2485	FSB	PD Seizure	M/M	120.88
2711100027	TexPool	Municipal Court Special Revenue	Investment	80,582.99
2711100025	TexPool	Impact Fees - Water	Investment	464,666.85
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		40,160.00
2711100009	TexPool	Airport Reserve	Investment	900,085.25
2711100030	TexPool	Airport Bond Proceeds	Investment	1,031,286.43
2576	FSB	Interest & Sinking Acct	M/M	735,008.05
2711100026	TexPool	Impact Fees - Wastewater	Investment	39,551.56
2592	FSB	BEDC	Super NOW	170,661.18
2711100010	TexPool	BEDC	Investment	1,465,175.04
70516	FSB	BEDC Commercial Park Project	M/M	188,437.06
2675	FSB	Police Department Explorer Program	M/M	6,121.48
2691	FSB	Fire Department Explorer Program	M/M	4,567.48
2711100028	TexPool	Franchise Fee Account	Investment	138,125.98
3053	FSB	Parks Fund	M/M	27,775.96
58776	FSB	Fire Dept. Community Acct	M/M	13,105.14
2711100007	TexPool	TWDB	Investment	1,228.35
2711100006	TexPool	TWDB	Investment	1,078.59
143033000	US Bank	City of Burnet, Texas Combination Tax and Surplus	Investment	3,281.93
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	20,681.72
2711100017	TexPool	2021 CO - City Hall	Investment	4,886,081.13
62315	FSB	BEDC Bond Fund	Checking	105,415.34
2711100024	TexPool	Street Bond Reserve	Investment	3,983,327.30
Total Restricted Cash				\$ 14,878,990.45
Total All Cash				\$ 26,303,306.69

City of Burnet, Texas
 Capital Projects
 FYTD APRIL 2023

GENERAL CAPITAL PROJECT FUND					REMAINING BALANCE
DESCRIPTION		CURRENT BUDGET 2022-2023	FYTD APRIL ACTUAL EXPENSES	% complete	2022-2023
CAPITAL PROJECTS:					
HCHS MOBILE ADOPTION CONTRIBUTION*	ADMIN	\$ 100,000	\$ 100,000	100%	\$ -
SERVER UPGRADE	ADMIN	75,000	-	-	75,000
INCODE 10 UPGRADE - COURT	ADMIN	17,000	-	0%	17,000
COMP PLAN	ADMIN	200,000	40	0%	199,960
NEW CITY HALL	ADMIN	4,800,000	113,577	2%	4,686,423
PD ACCREDITATION PROGRAM	POLICE	15,000	4,616	31%	10,384
PD MONUMENT SIGN	POLICE	10,000	-	0%	10,000
PD DONATED FUNDS - GUN RANGE IMPR PROJ*	POLICE	111,232	111,232	100%	0
FIRE COVID EXPENSES	FIRE	30,000	114	0%	29,886
FD DONATED FUNDS PROJECT	FIRE	50,000	-	0%	50,000
FIRE PROF SERVICES - TAASP PROGRAM	FIRE	12,000	10,143	85%	1,857
FIRE TACTICAL GEAR*	FIRE	18,534	18,534	100%	-
STREET EQUIPMENT CRACK SEAL MACHINE	STREETS	125,000	99,730	80%	25,270
STREETS	STREETS	4,000,000	130,497	3%	3,869,503
COMMUNITY CENTER IMPROVEMENTS	PARKS	100,000	3,605	4%	96,395
DOWNTOWN RESTROOMS	PARKS	150,000	10,838	7%	139,162
PARK IMPROVEMENTS	PARKS	50,000	2,400	5%	47,600
GHRC TEEN CENTER	GHRC	20,000	20,000	100%	-
GHRC CAPITAL MAINTENANCE	GHRC	325,000	-	0%	325,000
TOTAL		\$ 10,108,766	\$ 625,328	6%	\$ 9,583,438

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ -	\$ -
75,000	-	75,000
17,000	-	17,000
199,960	-	199,960
786,423	3,900,000	4,686,423
10,384	-	10,384
10,000	-	10,000
0	-	0
29,886	-	29,886
50,000	-	50,000
1,857	-	1,857
-	-	-
-	-	-
25,270	-	25,270
-	3,869,503	3,869,503
96,395	-	96,395
139,162	-	139,162
47,600	-	47,600
-	-	-
-	-	-
225,000	100,000	325,000
\$ 1,713,936	\$ 7,869,503	\$ 9,583,438

GOLF COURSE CAPITAL PROJECT FUND					REMAINING BALANCE
DESCRIPTION		CURRENT BUDGET 2022-2023	FYTD APRIL ACTUAL EXPENSES	% complete	2022-2023
CAPITAL PROJECTS:					
GOLF COURSE EQUIPMENT		\$ 51,311	\$ 51,311	100%	\$ (0)
GOLF COURSE IMPROVEMENTS		215,689	22,612	0	193,077
TOTAL		\$ 267,000	\$ 73,923	28%	\$ 193,077

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ (0)	\$ (0)
-	193,077	193,077
\$ -	\$ 193,077	\$ 193,077

ELECTRIC CAPITAL PROJECT FUND					REMAINING BALANCE
DESCRIPTION		CURRENT BUDGET 2022-2023	FYTD APRIL ACTUAL EXPENSES	% complete	2022-2023
CAPITAL PROJECTS:					
ELECTRIC RATE STUDY		\$ 50,000	\$ -	0%	50,000
SOFTWARE - ELSTER UPGRADES (CARRYOVER)		46,500	37,157	80%	9,343
ENTEGRIS ELECTRIC FEEDER		500,000	-	0%	500,000
SCADA/RECLOSERS (CARRYOVER)		73,000	61,800	85%	11,200
SCADA/RECLOSERS		100,000	-	0%	100,000
SUBDIVISION ELECTRICAL COSTS		200,000	-	0%	200,000
DEVELOPMENT PROJECTS (CARRYOVER)		370,000	74,820	20%	295,180
TOTAL		\$ 1,339,500	\$ 173,777	13%	\$ 1,165,723

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 50,000	\$ -	\$ 50,000
9,343	-	9,343
250,000	250,000	500,000
11,200	-	11,200
100,000	-	100,000
-	200,000	200,000
295,180	-	295,180
\$ 715,723	\$ 450,000	\$ 1,165,723

W/WW CAPITAL PROJECT FUND					REMAINING BALANCE
DESCRIPTION		CURRENT BUDGET 2022-2023	FYTD APRIL ACTUAL EXPENSES	% complete	2022-2023
CAPITAL PROJECTS:					
GENERATORS - WATER FUND BAL		\$ 500,000	\$ 90,000	18%	\$ 410,000
GENERATORS - WATER IMPACT FEES		200,000	-	0%	200,000
WATER LINE OVERSIZE		155,000	-	0%	155,000
WATER SYSTEM IMPROVEMENTS		10,000	-	0%	10,000
WATER IMPR WELLS AND PUMPS		100,000	-	0%	100,000
WATER IMPR EAGLES NEST		200,000	-	0%	200,000
WATER IMPR EAST TANK		200,000	6,360	3%	193,640
WATER IMPR VALLEY ST WELL		50,000	1,053	2%	48,947
SEWER IMPROVEMENT - VFW		75,000	70,695	94%	4,305
SEWER IMPROVEMENT - RANCH LIFT STATION		150,000	-	0%	150,000
TRANSFER OUT WW IMPACT FEES		75,000	-	0%	75,000
TOTAL		\$ 1,715,000	\$ 168,108	10%	\$ 1,546,892

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 410,000	\$ -	\$ 410,000
-	200,000	200,000
155,000	-	155,000
10,000	-	10,000
100,000	-	100,000
200,000	-	200,000
193,640	-	193,640
48,947	-	48,947
4,305	-	4,305
150,000	-	150,000
-	75,000	75,000
\$ 1,271,892	\$ 275,000	\$ 1,546,892

City of Burnet, Texas
 Capital Projects
 FYTD APRIL 2023

AIRPORT CAPITAL PROJECT FUND				
DESCRIPTION	CURRENT BUDGET 2022-2023	FYTD APRIL ACTUAL EXPENSES	% complete	REMAINING BALANCE 2022-2023
CAPITAL PROJECTS:				
CONSULTING FEES	\$ -	\$ 959		\$ -
C/O BLDG & FACILITY - JET HANGAR	965,000	5,061	1%	959,939
C/O LAND - DECEL LANE	100,000	-	0%	100,000
C/O IMPROVEMENTS	200,000	-	0%	200,000
RAMP GRANT	100,000	20,672	21%	79,328
	\$ 1,365,000	\$ 26,692	2%	\$ 1,339,267

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ -	\$ -
-	959,939	959,939
-	100,000	100,000
-	200,000	200,000
-	79,328	79,328
\$ -	\$ 1,339,267	\$ 1,339,267

TOTAL CAPITAL/OTHER PROJECTS				
DESCRIPTION	CURRENT BUDGET 2022-2023	FYTD APRIL ACTUAL EXPENSES	% complete	REMAINING BALANCE 2022-2023
TOTAL CAPITAL/OTHER PROJECTS	\$ 14,795,266	\$ 1,067,827	7%	\$ 13,828,397
TRANSFER TO CAP EQUIP RESERVES	-	-	0%	-
TOTAL CAPITAL/OTHER	\$ 14,795,266	\$ 1,067,827	7%	\$ 13,828,397

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 3,701,551	\$ 10,126,847	\$ 13,828,397
-	-	-
\$ 3,701,551	\$ 10,126,847	\$ 13,828,397

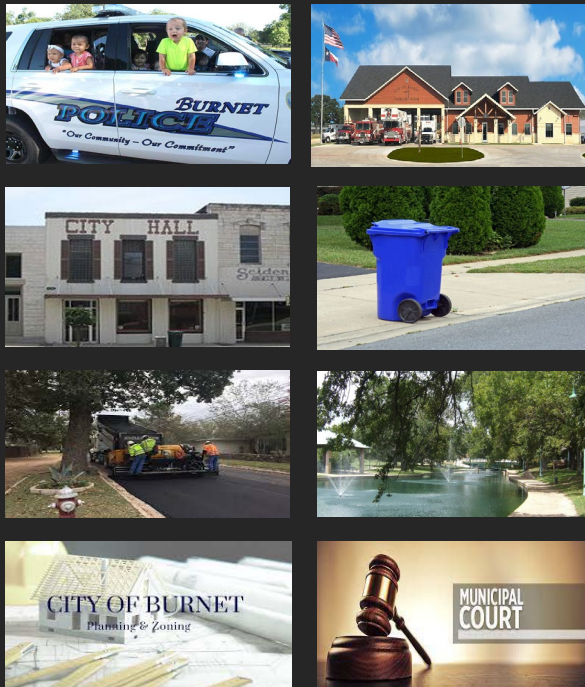
* Council approved project but the budget has not been formally amended. Project will be included when the next quarterly budget amendment is presented to Council.

City of Burnet Financial Report

FYTD

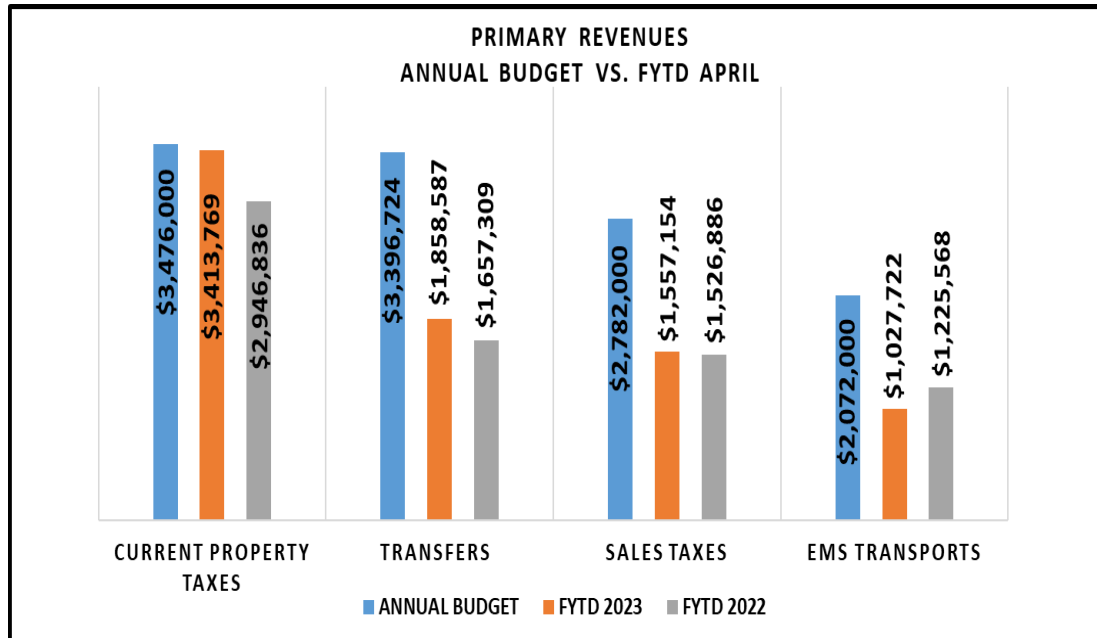
APRIL, 2023

General Fund



	Annual Budget	Actual FYTD Apr 2023	% of Budget
Revenues	\$14,766,308	\$9,968,974	68%
Expenses	14,305,521	8,287,256	58%
Profit (Loss)	\$460,787	\$1,681,718	

General Fund Revenue



The following account for 80% of General Fund revenues:

- Property Tax Collections = 98% of budget and have increased \$467K over last year.*
- Transfers from Utilities = 55% of budget and have increased \$201K over last year.*
- Sales Taxes = 56% of budget and have increased \$30K over last year.*
- EMS Transport collections = 50% of budget and have decreased (\$198K) over last year.*

Golf Fund

	Annual Budget	Actual FYTD Apr 2023	% of Budget
Revenues	\$1,860,895	\$1,324,895	71%
Expenses	1,778,214	1,035,836	58%
Profit (Loss)	\$82,681	\$289,059	

Golf Fund Rounds

Average Revenue Per Round:

FYTD Apr 2023 \$39.75

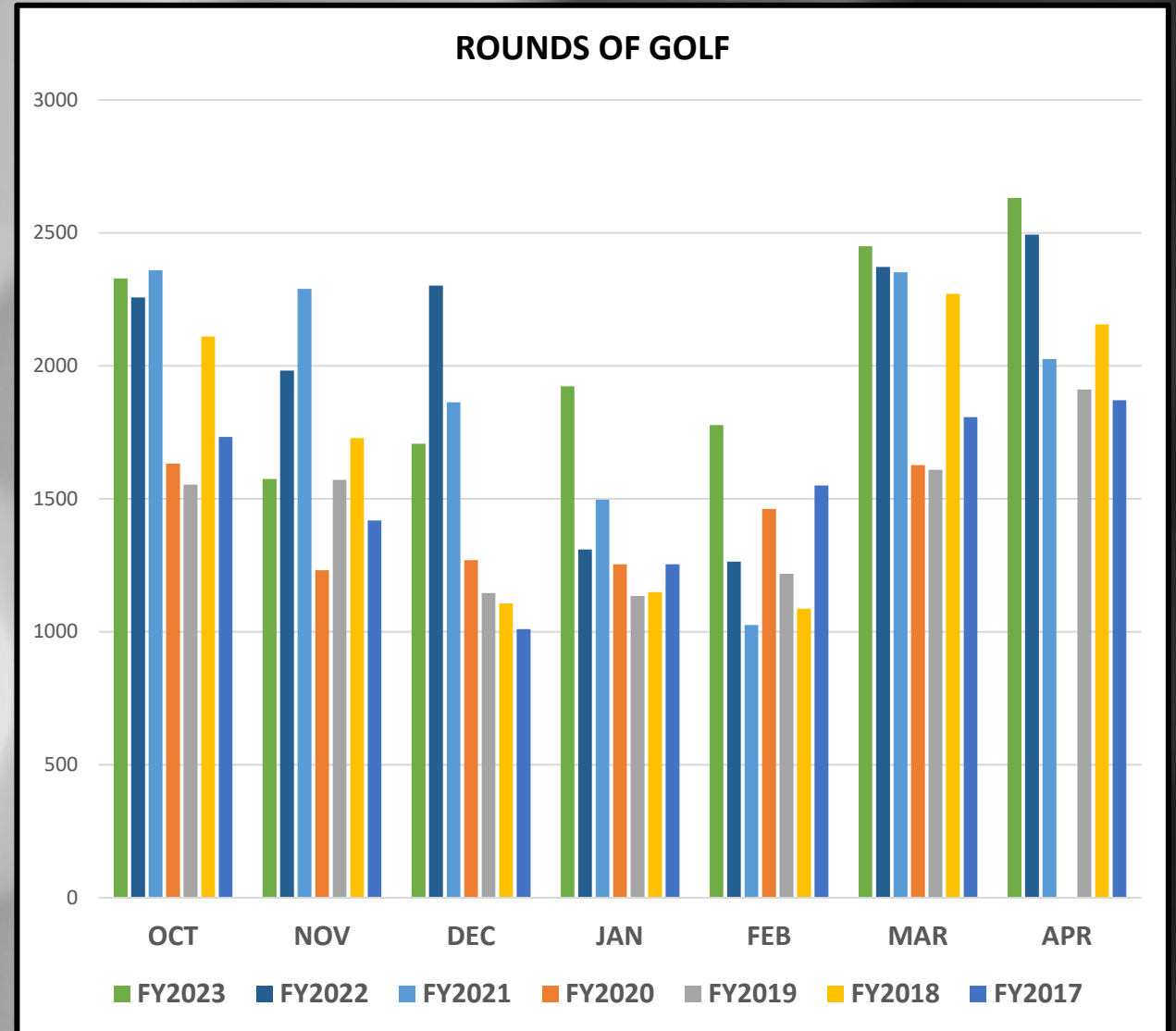
FYTD Apr 2022 \$37.54

Rounds of Golf:

FYTD Apr 2023 – 14,390

FYTD Apr 2022 – 13,978

➤ Increase 412 rounds, 3%

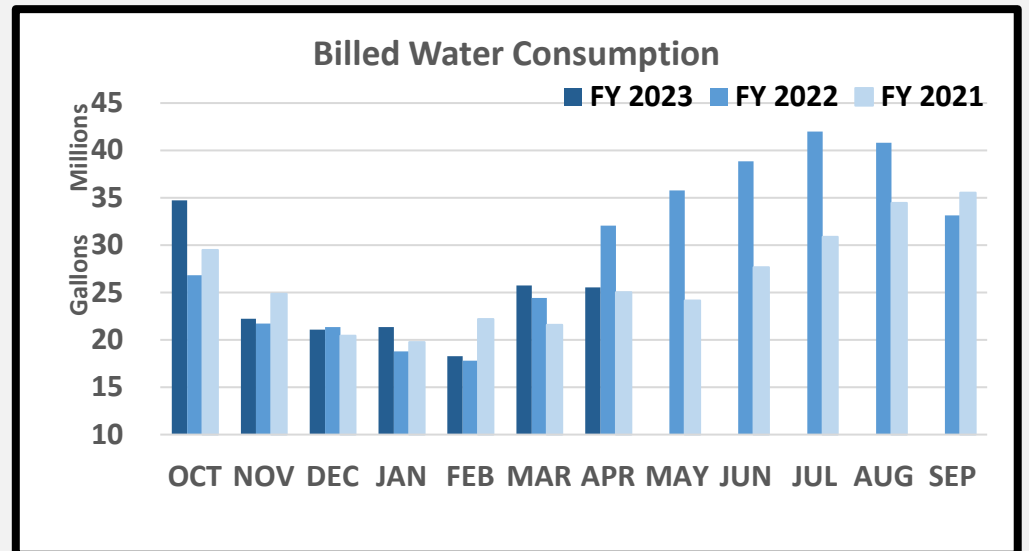
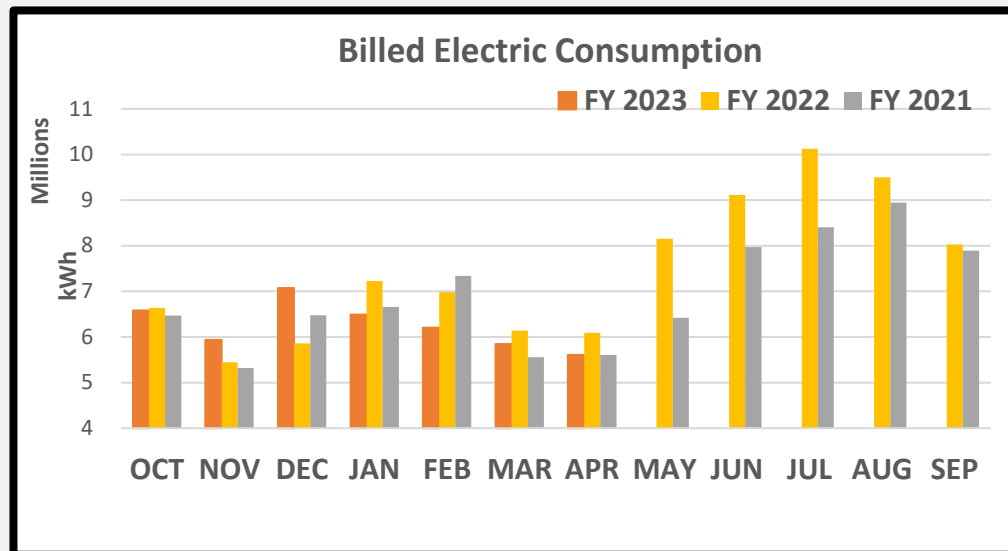


Note: April of 2020 the golf course was closed due to the Covid Pandemic.

Utility Funds

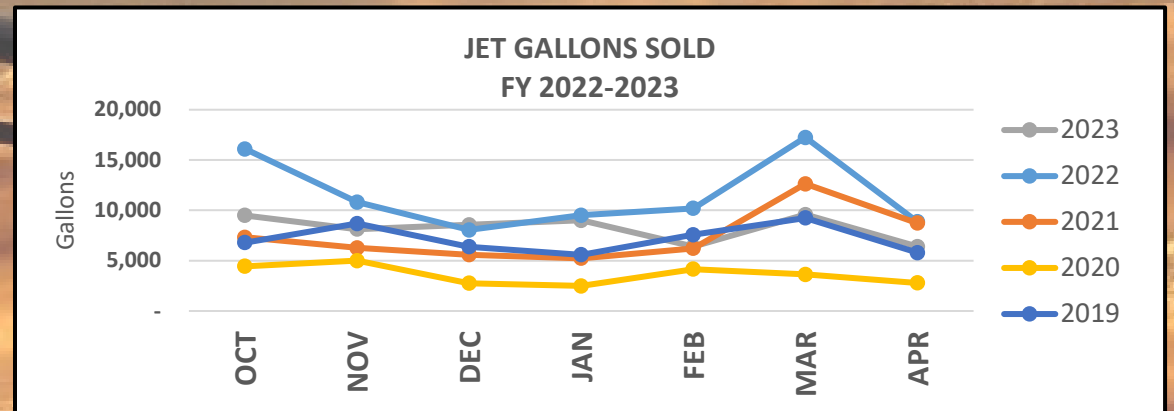
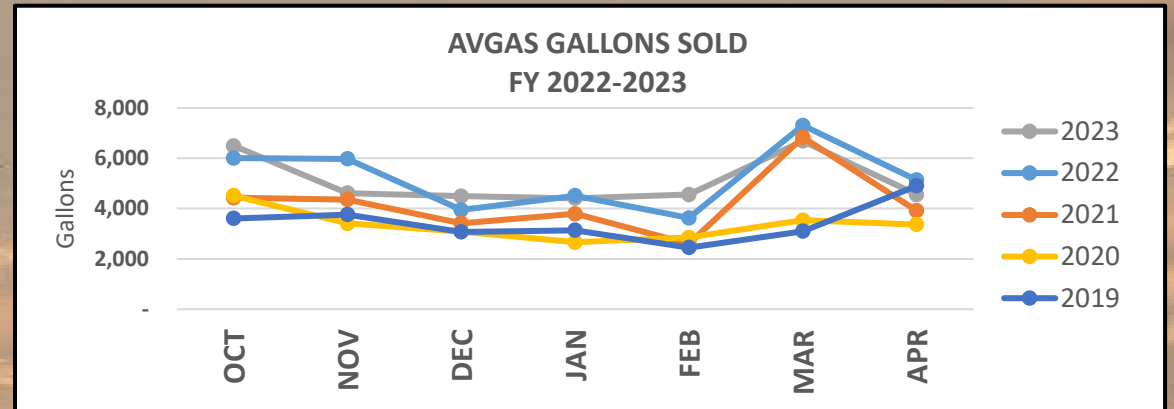
ELECTRIC	Annual Budget	Actual FYTD Apr 2023	% of Budget
Revenues	\$4,089,298	\$2,177,393	53%
Expenses	3,786,446	2,049,967	54%
Profit(Loss)	\$302,852	\$127,426	

WATER/WW	Annual Budget	Actual FYTD Apr 2023	% of Budget
Revenues	\$4,624,417	\$2,589,235	56%
Expenses	4,330,936	2,468,019	57%
Profit (Loss)	\$293,481	\$121,216	



Airport Fund

	Annual Budget (Amended)	Actual FYTD Apr 2023
Revenues	\$339,381	\$261,661
Expenses	258,228	188,884
Profit (Loss)	\$81,153	\$72,777





Cash Reserves

As of April 30, 2023

Unrestricted Cash Reserve Balance	\$6,545,805
90 Day Reserve Requirement	<u>4,647,000</u>
Unrestricted Cash Balance over 90 Day Reserve	<u>\$1,898,805</u>
“Restricted by Council” Cash Balance	<u>\$4,878,511</u>



Questions?



FUEL SYSTEM REPORT - MAY 2023



FUEL SYSTEM REPORT

- COUNCIL REPORT
 - Sites w/ Back-up Generators
 - Generator Size and Capacity
 - Fuel Storage Capacity
 - Fuel Transfer Capability



- Main Generator Sites
- WWTP
- FD
- PD

FUEL SYSTEM REPORT

FUEL SYSTEM REPORT

- Wastewater Treatment Plant
- Generator Size: 500kW
- Power Supply: Support Normal Operation.
- Fuel Tank Size: 1,004 gal
- Fuel Run time: Min. 32-hrs

FUEL SYSTEM REPORT

- Fire Department No. 1
- Generator Size: 200kW
- Power Supply: Does not Support HVAC.
- Fuel Tank Size: 706 gal
- Fuel Run time: Min. 52-hrs

GENERAC
INDUSTRIAL
POWER

GENERAC
INDUSTRIAL
POWER

BURNET FIRE

E1

FUEL SYSTEM REPORT

- Police Department
- Generator Size: 175kW
- Power Supply: Support Normal Operation.
- Fuel Tank Size: 353 gal
- Fuel Run time: Min. 27-hrs

GENERATOR OVERVIEW

Existing Generator Sites

Site Location	Generator Brand	Usable Fuel Size (Gal)	Hourly Consumption @ 100% (Gal/Hr)	Run Time (hrs)	Engine Heat Tape (Yes/No)	Gen. Rating (kW)	Gen. Rating (Amps)	Gen. Rating (Volts)	50% Pannel Load (Yes/No)	ATS (Yes/No)	3rd Party Maint. (Yes/No)	Transformer Size (kVA)	Pannel Size (Amps)
Wastewater Plant	Generac	1,004	31.2	32	YES	500	752	480	Yes	YES	Yes	1,500	1,600
Fire Sta. No. 1	Generac	706	13.5	52	YES	200	694	208	No	YES	Yes	300	1,200
Police Department	Cummins	353	13.28	27	YES	175	607	208	Yes	YES	Yes	225	225

Proposed Generator Sites

Inks Water Plant	Caterpillar	1,024	42	24	YES	600	720-902	480	Yes	YES	TBD	1,000	2,000
East Tank Pump Sta	TBD					275	400		Yes				
Eagles Nest Pump Sta	TBD					275	400		Yes				
Del Spring LS	TBD					275	400		Yes				
New City Hall	TBD					TBD			Yes				

SITES WITHOUT GENERATORS

- Two Standard Generation Option
- Construct Site with Permanent Generator
 - Generator Installed on pad
 - Automatic Transfer Switch turns on generator
- Construct Site with Portable Generator (Cheaper)
 - Generator is brought in event of power failure
 - Quick-connect system installed
 - Manual Transfer Switch is operated by employee

Sites Without Generator

Cheatham Well

Main St. Water Plant

Current City Hall

Public Works

Fire Sta. No. 2

WW Lift Stations



FUEL SYSTEM REPORT

- Current Capacity
 - 4,000 Gallon Diesel Tank
 - 4,000 Gallon Unleaded Tank
 - Refueled at 50%
 - Project underway for Generator Back-up at this site.

FUEL SYSTEM REPORT

- Fuel Transfer Capacity
- 200 Gallon Diesel Tank
- Fits any City truck
- Comes with its own Pump

OVERALL STATUS



- Overall Generator Run Time 48-hrs
 - Min. Operational Time 24-hrs
 - Another with Diesel Reserve 24-hrs
 - 200 Gallon Transfer Tank (possibly purchase a second unit)
 - In emergency situations Jet Fuel can temporarily be used as diesel with some oil additives.

QUESTIONS



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

On this the 16th day of May, 2023, the City Council of the City of Burnet convened in Special Session, at 5:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

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

Guests: Patricia Langford, Eric Belaj, Maria Gonzales, Leslie Kimbler, Carly Pearson, Mark Ingram, Tony Nash, Adrienne Feild, Suzanne Wideman

Call to Order: Mayor Bromley called the meeting to order at 5:00 p.m.

INVOCATION: Led by Council Member Mary Jane Shanes

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

CANVASS ELECTION:

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX., CANVASSING THE ELECTION RETURNS AND DECLARING ELECTION RESULTS IN THE GENERAL ELECTION AND SPECIAL ELECTION HELD IN THE CITY OF BURNET, BURNET COUNTY, TEXAS, ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING ONE MAYOR AND THREE COUNCIL MEMBERS; AND FOR THE PURPOSE OF SUBMITTING FOR APPROVAL OR REJECTION; A PROPOSAL TO AUTHORIZE THE SALE OF CITY PARKLAND PROPERTY: K. Dix: Council Member Philip Thurman moved to approve and adopt Resolution R2023-34 canvassing the May 6, 2023 General and Special Elections as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

RECOGNITION:

Recognition of Council Member Cindia Talamantez: Mayor Bromley: Mayor Bromley thanked Council Member Cindia Talamantez for her service to the City of Burnet as Council Member and presented her with a plaque and metal porch ornament depicting the city seal.

Recognition of Mayor Crista Goble Bromley: D. Vaughn: City Manger David Vaughn thanked Mayor Crista Goble Bromley not only for her service as Mayor of the City of Burnet, but also for the numerous committees and boards she has served on during her term, as well as her overall support to the staff and community. Mr. Vaughn presented Mayor Bromley with a service award plaque, a metal porch ornament of the City Seal, and a handmade chacuterie board embossed with a key to the city and the City Manager challenge coin.

OATH OF OFFICE:

The Oath of Office will be administered to, Gary Wideman, Mayor: K. Dix: A Certificate of Election was presented to Gary Wideman by City Secretary, Kelly Dix and the Oath of Office was administered. Gary Wideman was sworn in as Mayor for the City of Burnet for a term of two years, ending in May, 2025.

The Oath of Office will be administered to, Ricky Langley, Council Member: K. Dix: A Certificate of Election was presented to Ricky Langley by City Secretary, Kelly Dix, and the Oath of Office was administered. Ricky Langley was sworn in as Council Member for a term of two years, ending in May 2025.

The Oath of Office will be administered to, Joyce Laudenschlager, Council Member: K. Dix: A Certificate of Election was presented to Joyce Laudenschlager by City Secretary, Kelly Dix, and the Oath of Office was administered. Joyce Laudenschlager was sworn in as Council Member for a term of two years, ending in May 2025.

The newly elected Council Members took their seats and continued the meeting. Newly elected Council Member Tres Clinton will be sworn it at the May 23, 2023 Regular City Council meeting as he is out of the country currently.

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 May 9, 2023 Regular City Council Meeting minutes: Council Member Mary Jane Shanes moved to approve the consent agenda as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF A RESOLUTION BY THE CITY COUNCIL AUTHORIZING THE DEVELOPMENT OF A RETAIL STORE AT THE EASTSIDE COMMERCIAL SUBDIVISION AS A PROJECT THE BURNET ECONOMIC DEVELOPMENT CORPORATION MAY INCENTIVIZE THROUGH A PERFORMANCE AGREEMENT WITH THE RETAIL STORE DEVELOPER: H. Erkan, Jr.: Council Member Philip Thurman moved to approve Resolution R2023-29 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF A RESOLUTION BY THE CITY COUNCIL AUTHORIZING THE DEVELOPMENT OF A NATIONAL FRANCHISE HOTEL AT THE CROSSING AT 281 SUBDIVISION AS A PROJECT THE BURNET ECONOMIC DEVELOPMENT CORPORATION MAY INCENTIVIZE THROUGH A PERFORMANCE AGREEMENT WITH THE NATIONAL FRANCHISE HOTEL DEVELOPER: H. Erkan, Jr.: Council Member Ricky Langley moved to approve Resolution R2023-33 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 5:14 p.m. seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 2.2

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

Consent

Meeting Date: May 23, 2023

Agenda Item: Consent: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY EASEMENT WITHIN BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR A WATER MAIN RELOCATION AND AUTHORIZING THE MAYOR EXECUTE SAID INSTRUMENT ON BEHALF OF THE CITY: E. Belaj

Background: The Burnet Consolidated Independent School District (BCISD) needed to relocate a City owned water main around the baseball fields in order to retrofit those fields. The improvements were approved and constructed in 2022, but the easement acquisition was lagging behind those improvements. The easement is 20' wide water and utility easement that allows the City to use the property or maintaining the water main. This easement also overlaps with a gas line easement.

Information: This resolution authorizes the acceptance of the easement.

Fiscal Impact No direct fiscal impact is anticipated.

Recommendation: Approve Resolution No. R2023-36 as presented.

RESOLUTION NO. R2023-36

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS APPROVING A UTILITY EASEMENT WITHIN BURNET
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR A WATER
MAIN RELOCATION AND AUTHORIZING THE MAYOR EXECUTE SAID
INSTRUMENT ON BEHALF OF THE CITY.**

Whereas, Burnet Consolidated Independent School District (BCISD) needed to relocate a City owned water main; and,

Whereas, Water main relocation is within BCISD property; and

Whereas, The City of Burnet (City) previously approved relocation of said water main; and

Whereas, The City is in need of a utility easement within BCISD property for said water main; and

Whereas, The BCISD seeks to grant to the City a Water and Utility Easement related to the aforementioned public improvements; and

Whereas, City Council deems in the public interest to accept the grants of easements.

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

Section one. Findings. The recitals to this Resolution are found to be true and correct and are incorporated herein for all purposes.

Section two. Approval. The acceptance of the Water and Utility Easement attached hereto is hereby approved.

Section three. Authorization. The Mayor is hereby authorized to execute an Easement Instruments in substantially the same form as the attachment.

Section four. Recordation. The City Secretary is authorized and directed to have the executed Easement Instrument duly recorded in the public records of Burnet County.

Section five. 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 six. Effective date. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 23rd day of May, 2023.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

RESOLUTION OF THE BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AUTHORIZING THE GRANT OF A NON-EXCLUSIVE UTILITY EASEMENT

On the 16th day of January , 2023, the Board of Trustees of the Burnet Consolidated Independent School District (the "Board") adopted by vote the following findings and resolutions:

WHEREAS, the Burnet Consolidated Independent School District ("District") has received a request from the City of Burnet ("City), to grant a utility easement across a small area of District Property located on the outer perimeter of the District's High School Baseball Field, for the purpose of accommodating waterlines, wastewater lines, storm sewer facilities, and public utilities, along with all associated appurtenances required to provide a potable water supply, and wastewater removal to the District's facilities ("Utilities");

WHEREAS, rerouting the easement to serve the District's Facility is beneficial to the District;

WHEREAS, the potable waterline and wastewater lines are required to allow continued operation of utility services to the District's facilities;

WHEREAS, the Board of Trustees of Burnet CISD determines that granting of a non-exclusive Utility Easement as more particularly described by metes and bounds and reflected on the survey attached as **Exhibit A**, to the City is necessary to further the District's educational public purposes of assuring continued utility services to the District's Facility;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. The Board has determined that there is a benefit to the District as well as a legitimate public purpose served by the District by granting a Utility Easement across District Property for the purpose of placement, construction, installation, replacement, repair, maintenance, relocation, and removal, or making connections thereto, of water lines, wastewater lines, storm sewers, public utilities, and related appurtenances, on substantially the same terms and conditions as provided in the Easement Agreement attached to this Resolution as **Exhibit A**.

3. That reasonable adequate controls are also in place to ensure that such benefits will be received by the District as the agreement will provide that the District maintains control over the surface estate, and provides for reversion of the Easement interest should the City (or its successors) not use the Easement for the public purposes as required herein.

4. The Board authorizes the Superintendent to move forward with the negotiation of the final Easement Agreement, for conveyance of the Easement approved in this Resolution in a form approved by Counsel for the District, and to execute all other documents necessary to effect the transfer of the Easement, *with the exception of* the Easement Agreement itself, which shall be executed by the Board President as required by statute.

5. The Board further authorizes the Board President to execute the Easement Agreement in a form substantially similar to the one attached hereto as **Exhibit A** and approved by Counsel for the District.

6. It is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Burnet Consolidated

Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this 16th day of January 2023.

Angela Moore
Angela Moore, Acting Board President

ATTEST:
Earl Foster
Earl Foster, Board Secretary

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Burnet Consolidated Independent School District during a regularly scheduled meeting. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: 6
Noes: 0
Abstentions: 0

To certify which, witness my hand this 16th day of January, 2023.

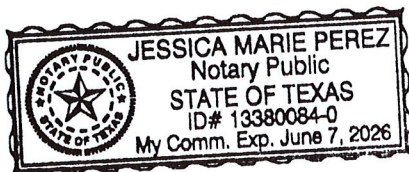
Angela Moore
Angela Moore, Acting Board President

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BURNET §

BEFORE ME, a Notary Public, on this day personally appeared Angela Moore, , known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that She is the Acting President of the Board of Trustees of the Burnet Consolidated Independent School District; that he was authorized to execute such instrument by the Board of Trustees; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of January , 2023.

Jessica Marie Perez
Notary Public, State of Texas



**EXHIBIT A
FORM OF EASEMENT AGREEMENT**

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

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

Date: Jan. 16th, 2023

Grantor: BOARD OF TRUSTEES OF THE
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT,
an independent school district and political subdivision of the state of Texas

Grantor's Mailing Address: 208 East Brier
Burnet, Texas 78611

Grantee: CITY OF BURNET

Grantee's Mailing Address: 1001 Buchanan Drive. Ste. 4
P.O. Box 1369
Burnet, Texas 78611

Easement Property: Being a 0.9164 acre tract of land out of a called 57.00 acre tract of land conveyed to Burnet Consolidated Independent School District, recorded in Volume 562, Page 107 of Burnet County Deed Records, Burnet County, Texas, and Tract 1 a called 55.279 acre tract of land conveyed to Burnet Consolidated Independent School District, recorded in Volume 177, Page 543 of the Burnet County Deed Records, Burnet County, Texas and being more particularly described by metes and bound in **Exhibit A**, which is attached hereto and incorporated herein by reference.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Easement Purpose and Reversionary Interest: Easement for the placement, construction, installation, replacement, repair, maintenance, relocation, and removal, or making connections thereto, of potable water lines, wastewater lines, storm sewer mains, public utilities, and related appurtenances (hereinafter collectively "Utilities"). The Easement Property shall be used only for the Easement Purpose and, IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee uses the Property for the Easement Purpose, which serves a public purpose of the Grantee and does not execute a document that purports to convey any rights with regard to the Easement Property to a non-owner of the underlying estate. In the event that the Easement Property is used for a purpose other than the Easement Purpose, or in contravention of this Paragraph, it will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the Grantor's intent to convey a determinable easement estate to Grantee.

Reservations from Conveyance:

1. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with

Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee. Notwithstanding the foregoing, Grantor, its heirs, successors, or assigns shall not construct any building or structure on the easement Property.

2. Grantor reserves and retains the right to grant future other rights and easements perpendicularly but not parallel across, over or under the Easement Property to such other persons as Grantor deems proper, provided such other grants do not unreasonably interfere with the use of the Easement by Grantee for the purpose set forth herein.

3. Grantor retains title to all of the oil, gas and sulfur and other mineral interests in and under the Easements, and all but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the Easements and upon the condition that none of such operations shall be conducted so near the surface of the Easements such as to interfere with Grantee's intended use thereof or in any way interfere with, jeopardize, or endanger the Facilities or create a hazard.

4. Grantor retains title to all underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Easement Property, excluding underflow or flow in a defined subterranean channel, owned by Grantor on the date of this Agreement ("Grantor's Groundwater Rights"), including all existing permits, and contracts, if any, related to or pertaining to the Grantor's Groundwater Rights

Exceptions to Warranty: Validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Easement Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, and conveys to Grantee and Grantee's heirs, successors, the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

[Counterpart Signature Pages Follow]

**COUNTERPART SIGNATURE PAGE: GRANTEE
EASEMENT AGREEMENT FOR WATER PIPELINE**

GRANTOR: BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Angela Moore

Angela Moore, Acting President, Board of Trustees

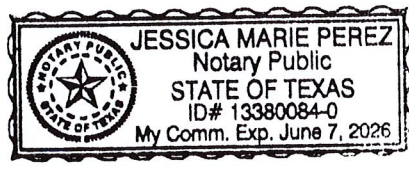
STATE OF TEXAS §
 § **ACKNOWLEDGMENT**
COUNTY OF BURNET §

BEFORE ME, a Notary Public, on this day personally appeared Angela Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that she is the Acting President of the Board of Trustees of the Burnet Consolidated Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of January, 2023.

Jessica Marie Perez

Notary Public, State of Texas



**COUNTERPART SIGNATURE PAGE: GRANTEE
EASEMENT AGREEMENT FOR WATER PIPELINE**

**AGREED AND ACCEPTED BY GRANTEE ON THE TERMS AND CONDITIONS
CONTAINED HEREIN:**

City of Burnet, Texas

Crista Goble Bromley, Mayor

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

§

COUNTY OF BURNET

§

This instrument was acknowledged before me on this ____ day _____, 2023, by
Crista Goble Bromley as Mayor and on behalf of the City of Burnet, Texas, and as the free and voluntary act
and deed of said municipality for the purposes and consideration expressed therein.

Notary Public, State of Texas

After recording, return to:

City of Burnet
P.O. Box 1369
Burnet, Texas 78611

EXHIBITS ATTACHED AND INCORPORATED BY REFERENCE:

EXHIBIT A -- Legal Description – Easement Property

EXHIBIT A

BURNET INDEPENDENT SCHOOL DISTRICT
TRACT 2
CALLED 55.279 ACRES
VOLUME 177, PAGE 543
D.R.:C.TX. \

BURNET CONSOLIDATED I.S.D.
CALLED 57.000 ACRES
VOLUME 562, PAGE 107
R.P.R.B.C.TX.

P.O.8

N:10252255.83
E:2957832.38

JOHN HAMILTON
LEAGUE AND LABOR
SURVEY No. 1
Abstract No. 405

J. & V. HOOVER Ltd.
CALLED 116.28 ACRES
VOLUME 1297, PAGE 453
R.P.R.B.C.TX.

BURNET INDEPENDENT SCHOOL DISTRICT
TRACT 1
CALLED 55.279 ACRES
VOLUME 177, PAGE 543
D.R.8.C.TX.



LINE	BEARING	DISTANCE
L1	N 77°53'08" E	29.38
L2	S 19°49'07" W	6.88
L3	S 27°44'34" E	57.48
L4	N 12°47'16" W	20.00
L5	N 27°44'34" W	56.13
L6	S 77°53'08" W	26.10
L7	N 12°08'52" W	20.00
L8	N 77°53'08" E	24.84
L9	N 07°23'20" W	13.59
L10	N 19°49'07" E	6.26
L11	S 77°53'08" W	21.83
L12	N 12°08'52" W	20.17

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	254.82	62.82	62.66	N 08°55'27" E	14°07'31"
C2	274.82	88.27	87.89	S 05°43'16" W	18°24'09"

LEGEND	
-	EASEMENT LINE
-	PROPERTY LINE
.	POINT FOR CORNER

NOTES:

- 1) ALL COORDINATES AND BEARINGS ARE BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, TX CENTRAL, NAD83.
- 2) THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER AND DATE.
- 3) THIS SURVEY IS BASED ON THE PLAT REFERENCED HEREON, PROVIDED BY THE CLIENT. THE SURVEYOR IS NOT RESPONSIBLE FOR DOCUMENTS OF RECORD NOT PROVIDED BY THE CLIENT.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

/s--J--0?--...

IDYE.G

R.P.L.S. No. 5214 - TEXAS

EXHIBIT SHOWING A
PROPOSED 20' WATER & UTILITY EASEMENT
(39,916.48 SQ. FT., 0.9164 ACRE)

BURNET CONSOLIDATED, I.S.D.

KCI TECHNOLOGIES INC.
ENGINEERS, SURVEYORS AND PLANNERS
11550 IH 10 WEST, STE. 395
SAN ANTONIO, TEXAS 78230
PHONE (210) 641-9999

JOB NUMBER: 342209711 DATE: NOV 07, 2022 SCALE: 1" = 100' SHEET: 1 OF 5



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
11550Jill-10 West, Suite 395 • San Antonio Texas 78221-1037 • Phone: (210) 41-9909

DESCRIPTION OF A 20' WIDE WATER AND UTILITY EASEMENT

Being a 0.9164 acre tract of land out of a called 57.000 acre tract of land conveyed to Burnet Consolidated I.S.D, recorded in Volume 562, Page 107 of the Burnet County Deed Records, Burnet County, Texas, and Tract 1 a called 55.279 acre tract of land conveyed to Burnet Consolidated I.S.D, recorded in Volume 177, Page 543 of the Burnet County Deed Records, Burnet County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point in a Southwest line of said 57.000 acre tract and the East line of said Tract 1, from which a 1/2" Iron Rod Found for the Northwesterly most interior corner of said 57.000 acre tract, bears North 12°06'52" West, a distance of 63.41 feet;

THENCE crossing said 57.000 acre tract, the following courses:

North 77°53'08" East, a distance of 29.38 feet to a point, being an angle point of this tract;

South 59°49'09" East, a distance of 121.48 feet to a point, being an angle point of this tract;

South 44°11'36" East, a distance of 355.52 feet to a point, being an angle point of this tract;

South 10°48'53" East, a distance of 109.29 feet to a point, being an angle point of this tract;

South 19°49'07" West, a distance of 6.88 feet to a point, being an angle point of this tract;

South 07°29'19" East, a distance of 328.63 feet to a point, being an angle point of this tract;

South 27°44'34" East, a distance of 57.48 feet to a point, being an angle point of this tract;

South 00°06'18" East, a distance of 141.32 feet to a point, being an angle point of this tract;

South $78^{\circ}08'35''$ West, a distance of 308.58 feet to a point, being an angle point of this tract;

North $12^{\circ}10'40''$ West, a distance of 131.91 feet to a point, being an angle point of this tract, also being the P.C. for a non-tangent curve to the left with a Radius of 254.82 feet;

Thence along said curve to the left with a Chord Bearing of North $08^{\circ}55'27''$ East, with a Chord Length of 62.66 feet, and an Arc Length of 62.82 feet, to the P.T., being an angle point of this tract;

South $77^{\circ}13'13''$ West, a distance of 93.90 feet to a point, being an angle point of this tract;

North $12^{\circ}47'16''$ West, a distance of 20.00 feet to a point, being an angle point of this tract;

North $77^{\circ}13'13''$ East, a distance of 118.86 feet to a point, being an angle point of this tract, also being the P.C. for a non-tangent curve to the right with a Radius of 274.82 feet;

Thence along said curve to the right with a Chord Bearing of South $05^{\circ}43'16''$ West, with a Chord Length of 87.89 feet, and an Arc Length of 88.27 feet, to the P.T., being an angle point of this tract;

South $12^{\circ}10'40''$ East, a distance of 107.11 feet to a point, being an angle point of this tract;

North $78^{\circ}08'35''$ East, a distance of 272.43 feet to a point, being an angle point of this tract;

North $00^{\circ}06'18''$ West, a distance of 120.13 feet to a point, being an angle point of this tract;

North $27^{\circ}44'34''$ West, a distance of 56.13 feet to a point, being an angle point of this tract;

North $07^{\circ}29'20''$ West, a distance of 303.05 feet to a point, being an angle point of this tract;

South $70^{\circ}47'26''$ West, a distance of 255.50 feet to a point, being an angle point of this tract;

South 77°53'08" West, a distance of 26.10 feet to a point, being an angle point of this tract;

North 12°06'52" West, a distance of 20.00 feet to a point, being an angle point of this tract;

North 77°53'08" East, a distance of 24.84 feet to a point, being an angle point of this tract;

North 70°47'26" East, a distance of 258.41 feet to a point, being an angle point of this tract;

North 07°29'20" West, a distance of 13.59 feet to a point, being an angle point of this tract;

North 19°49'07" East, a distance of 6.26 feet to a point, being an angle point of this tract;

North 10°48'53" West, a distance of 97.81 feet to a point, being an angle point of this tract;

North 44°11'19" West, a distance of 349.56 feet to a point, being an angle point of this tract;

North 60°13'56" West, a distance of 108.08 feet to a point, being an angle point of this tract;

South 77°53'08" West, a distance of 21.83 feet to a point, being an angle point of this tract;

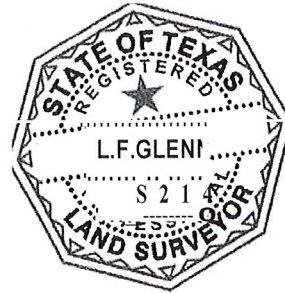
THENCE, along west line of said 57.000 acre tract and the common line of said Tract 1, North 12°06'52" West, a distance of 20.17 feet to the **POINT OF BEGINNING**, and containing 0.9164 acres ofland, more or less.

- Bearing source is the line between the Point of Beginning and the ½" iron rod found for an interior comer as described above and shown as N 12°06'52" W, as derived from GPS observation based on NAO 83(2011), Texas State Plane Coordinate System - Central Zone.

I hereby certify that this description conforms to the minimum standards set forth by the Texas Board of Professional Land Surveying according to an actual survey made on the ground by employees of KCI Technologies, INC.

Date: **11-7-2011**

~~Lindy Glen~~
R.P.L.S. #5214
Firm No. 10041000



BCISD Easement
Project Number: 342209711



Administration

ITEM 3.1A

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

Public Hearing & Action

Meeting Date: May 23, 2023

Agenda Item: Public hearing and action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE, PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING ENTEGRIS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT: H Erkan Jr.

Background: The purposes of Chapter 2303 Texas Government Code (hereinafter the "Act") are to establish a process that clearly identifies severely distressed areas of the state and provides incentives by state and local government to induce private investment in those areas by removing unnecessary governmental regulatory barriers to economic growth and to provide tax incentives and economic development program benefits.

Information: This ordinance nominates ENTEGRIS, INC., as a qualified business for designation as an enterprise project. In accordance with the requirements of the Act the ordinance also summarizes the local incentives, including tax incentives, that Council may offer to ENTEGRIS, INC as a nominated project.

There have been no changes to Ordinance 2023-15 since the first reading on May 9, 2023.

Fiscal Impact No direct fiscal impact is anticipated with the passage of this Ordinance. The grant of future economic incentives pursuant to this ordinance may have an impact on the fiscal budget.

Recommendation: Open the public hearing
Approve and adopt Ordinance 2023-15 as presented.

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING ENTEGRIS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT).

WHEREAS, the City Council of the City of **BURNET**, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, **ENTEGRIS, INC.** has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that **ENTEGRIS, INC.** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on May 9, 2023;

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

Section one. Nomination. The City nominates **ENTEGRIS, INC.** for enterprise project status.

Section two. Incentives. The following local incentives, at the election of City Council, are or will be made available to the nominated project or activity of the qualified business:

- a) The City may provide local sales tax refunds and may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of **BURNET** Tax Abatement Policy, and with qualified employee being defined by the Act.

- b) The City may provide tax increment financing, freeport exemptions, Ch 380 incentives, as well as Economic Development Sales Tax (4B) Contributions or other tax incentives.
- c) The City may provide regulatory relief to businesses, including:
 - 1) zoning changes or variances;
 - 2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - 3) streamlined permitting.
- d) The City may provide enhanced municipal services to businesses, including:
 - 1) improved police and fire protection;
 - 2) institution of community crime prevention programs; or
 - 3) special public transportation routes or reduced fares.
- e) The City may provide improvements in community facilities, including:
 - 1) capital improvements in water and sewer facilities;
 - 2) road repair; or
 - 3) creation or improvement of parks.
- f) The City may provide improvements to housing, including:
 - 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
 - 2) transfer of abandoned housing to individuals or community groups.
- g) The City may provide business and industrial development services, including:
 - 1) low-interest loans for business;
 - 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - 5) promotion and marketing services.
- h) The City may provide job training and employment services to businesses, including:
 - 1) retraining programs;
 - 2) literacy and employment skills programs;
 - 3) vocational education; or
 - 4) customized job training.

Section three. Areas. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Section four. Designation.The City of **BURNET** City Council directs and designates its **City Manager** as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

Section five. Findings. The City finds that **ENTEGRIS, INC.** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the grounds that follow:

- (a.) **ENTEGRIS, INC.** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- (b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c.) The designation of **ENTEGRIS, INC.** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section six. Termination date.The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate on **June 1, 2028**.

Section seven. Effective Date.This ordinance shall take effect from and after its passage as the law and charter in such case provides.

PASSED AND APPROVED this 9th day of May, 2023

PASSED AND ADOPTED this 23rd day of May 2023.

CITY OF BURNET, TEXAS

ATTEST:

Kelly Dix, City Secretary

Gary Wideman, Mayor

APPROVED AS TO FORM:

DNRB&Z P.C., City Attorney

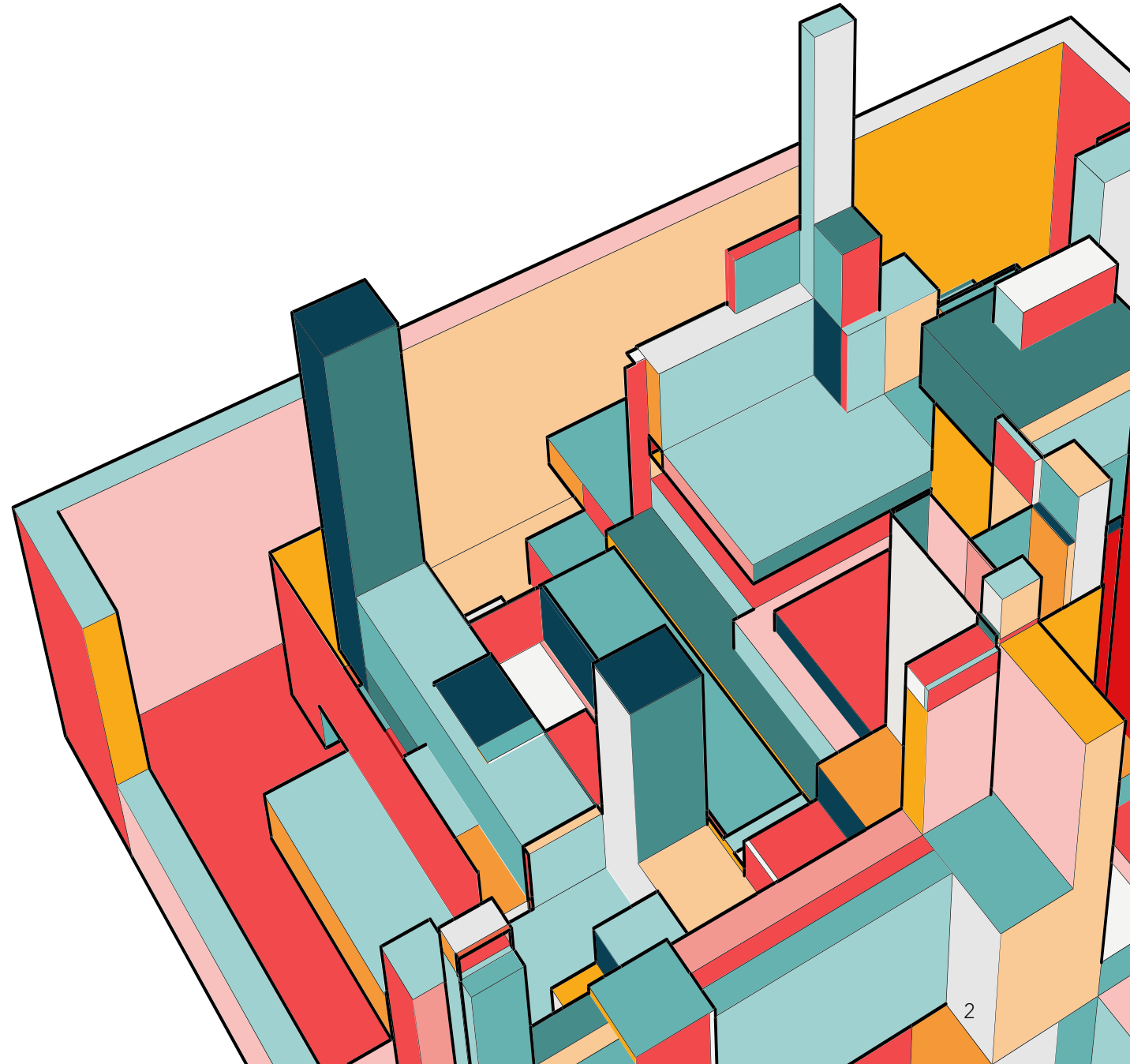
The background features a collection of 3D rectangular blocks of various heights and colors, including teal, red, orange, and pink, arranged in a cluster on the left side of the page. The rest of the background is a solid light teal color.

NOMINATING ENTEGRIS INC. AS AN ENTERPRISE ZONE PARTICIPANT

City Council Regular Session
May 9, 2023

CHAPTER 2303 TEXAS GOVERNMENT

- establishes a process that clearly identifies severely distressed areas of the state
- provides incentives by state and local government to induce private investment in those areas by removing unnecessary governmental regulatory barriers to economic growth; and
- provides tax incentives and economic development program benefits





NOMINATING ORDINANCE

This ordinance:

- nominates ENTEGRIS, INC., as a qualified business for designation as an enterprise project; and
- summarizes the local incentives, including tax incentives, that, at the election of the governing body, are or will be made available to the nominated project or activity.

INCENTIVE MENU

- Incentives Council may elect to provide include:
 - sales tax refunds and tax abatement on property improvements and qualified personal property;
 - tax increment financing, freeport exemptions, Ch 380 incentives, as well as Economic Development Sales Tax (4B) Contributions or other tax incentives;
 - regulatory relief;
 - enhanced municipal services;
 - improvements to housing;
 - business and industrial development services; and
 - job training

THANK YOU

Next step: Open public hearing.



Development Services

ITEM 4.1

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

Action

Meeting Date: May 23, 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 THE PROPERTY LEGALLY DESCRIBED AS: LOT 7-D OF THE EAST SIDE COMMERCIAL PARK SUBDIVISION WITH LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

Background: The property is currently an undeveloped property located just north of the Baylor Scott and White Clinic and is currently zoned Heavy Commercial – “District C-3”. The subject property is owned by the Burnet Economic Development Corporation. The Burnet EDC is requesting the rezone of the property to encourage the right buyers for the property; as well as, protect the surrounding development.

Information: The requested Light Commercial – District “C-1” is governed by code of ordinances, Sec. 118-45, and allows for a mix of light commercial uses including retail and office space. This use also allows uses permitted in the “NC” Neighborhood Commercial district (except for residential buildings and uses).

An example of some allowable uses would be:

- Banks
- Doctor or Dental Offices
- Lawyer’s Offices
- Personal Services uses including barber shops, beauty parlors, etc.
- Restaurant or other drive-in eating establishment
- Retail sale of goods and products

Staff Analysis: The Future Land Use Map (Exhibit B) designation for the area is commercial; therefore, the requested Light Commercial zoning is appropriate.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	"PUD"	"C-3"	"C-3"	"C-3"
FLUM	Commercial	Commercial	Commercial	Commercial
Land Use	Warehouse/Office	Medical Clinic	Vacant	Vacant

Section 118-20, Chart 1, states properties zoned "C-1" must be a minimum of 10,000 square feet with a minimum lot width of 50 feet. The subject property does exceed both requirements.

There have been no changes to Ordinance No. 2023-16 since the first reading on May 9, 2023.

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on April 19, 2023, and written notices were mailed to six (6) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

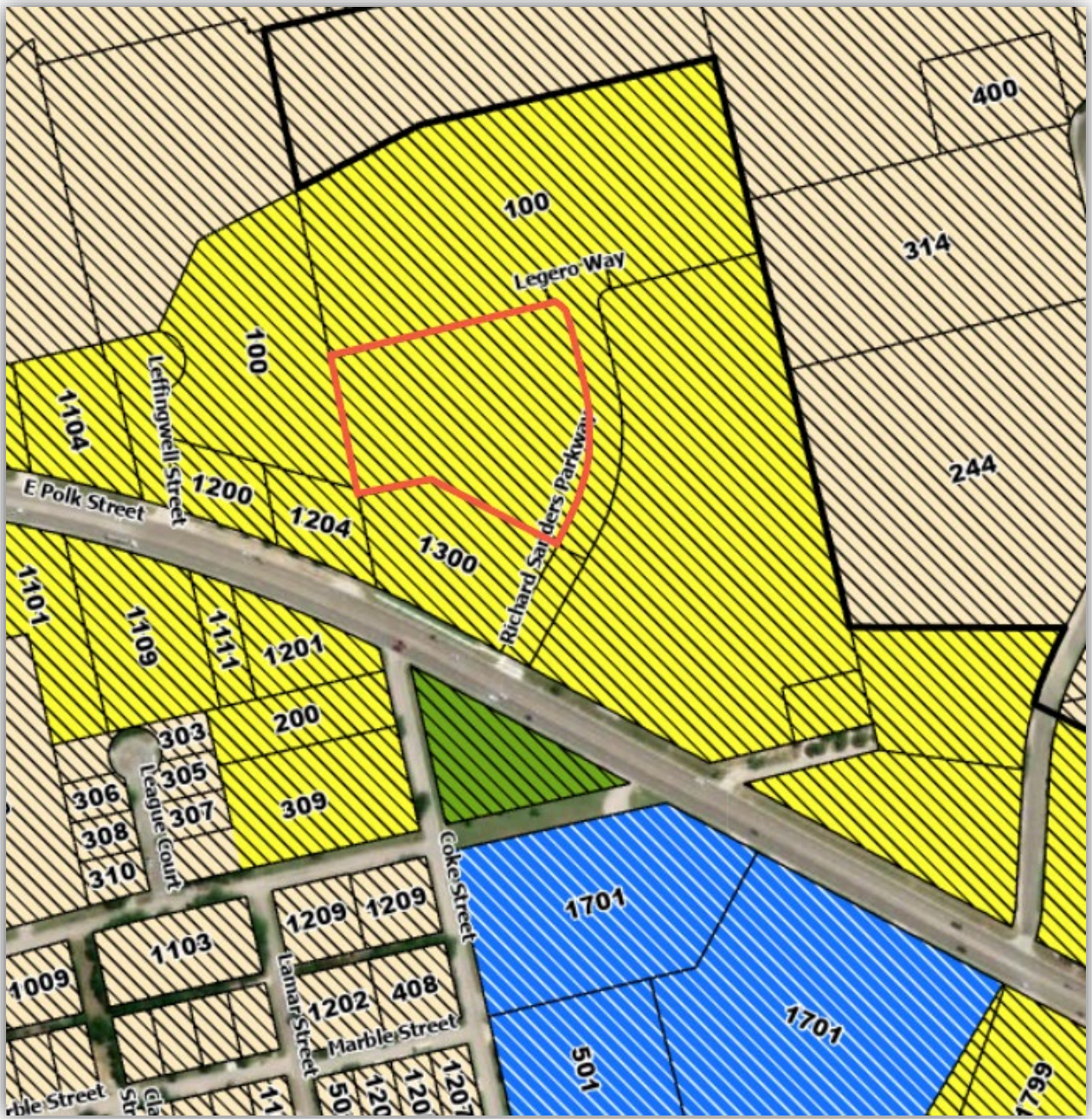
P&Z Report: Planning and Zoning met at their regular meeting on Monday, May 1st and did recommend approval of the requested rezone and Ordinance 2023-16 as presented.





Recommendation: Approve and adopt Ordinance No. 2023-16 as presented.

Exhibit "A"
Location & Current Zoning Map



Exhibit "B"
Future Land Use Map



-  Government
-  Commercial
-  Residential
-  Open Space

ORDINANCE NO. 2023-16

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 THE PROPERTY LEGALLY DESCRIBED AS: LOT 7-D OF THE EAST SIDE COMMERCIAL PARK SUBDIVISION WITH LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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 located at PROPERTY LEGALLY DESCRIBED AS: LOT 7-D OF THE EAST SIDE COMMERCIAL PARK SUBDIVISION as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. Light Commercial - District "C-1" 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 9th day of May 2023

PASSED AND APPROVED on this the 23rd day of May 2023.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

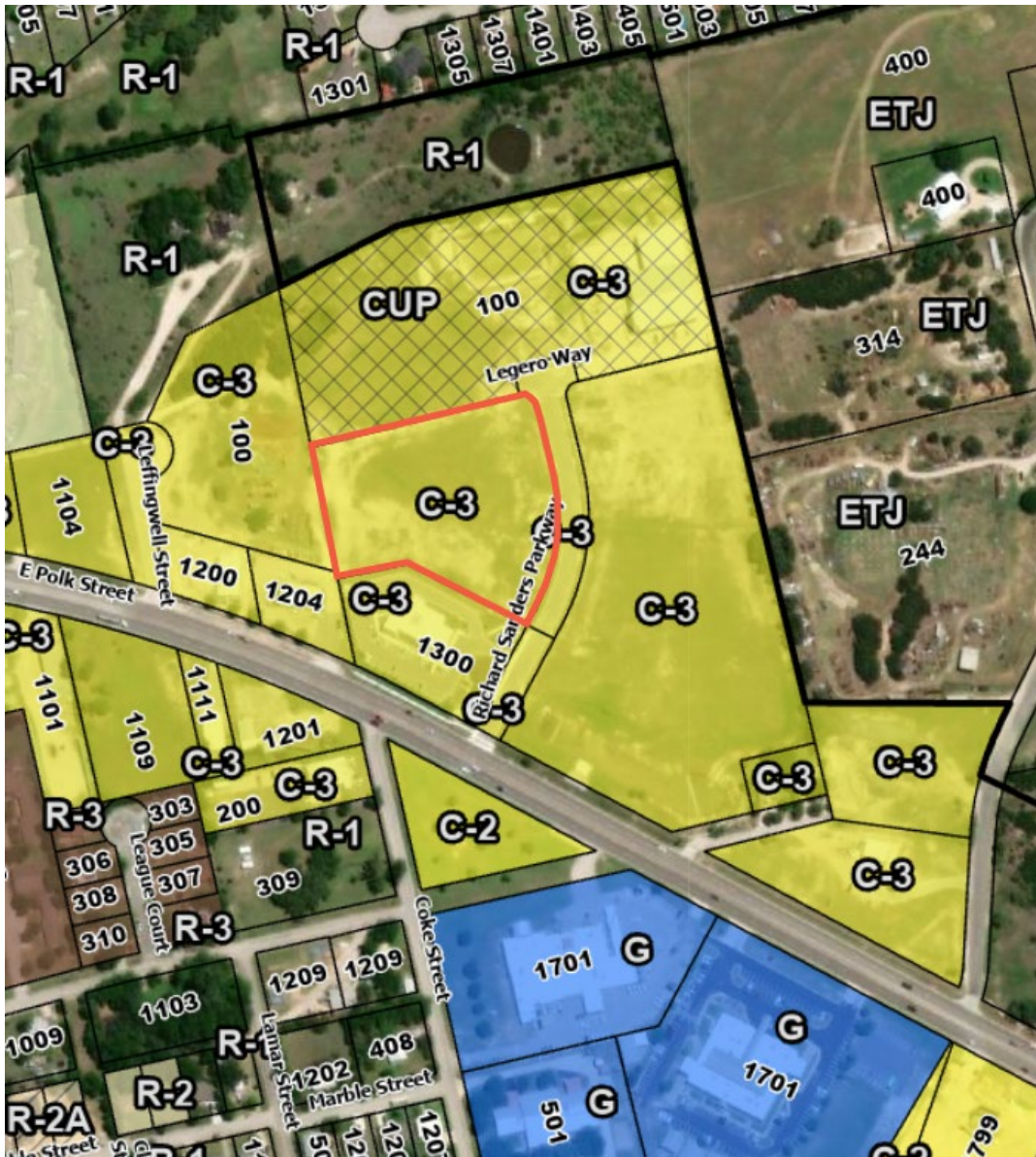
Kelly Dix, City Secretary

Exhibit A
SUBJECT PROPERTY



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 THE PROPERTY LEGALLY DESCRIBED AS: LOT 7-D OF THE EAST SIDE COMMERCIAL PARK SUBDIVISION WITH LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE





- Current Zoning:
 - Heavy Commercial – District “C-3”
 - Property is undeveloped
- Requested Zoning:
 - Light commercial- “C-1”
 - Owned by Burnet Economic Development Corporation

Sec. 118-45 Allowable Uses:

- Banks
- Doctor or Dental Offices
- Lawyer’s Offices
- Personal Services uses including barber shops, beauty parlors, etc.
- Restaurant or other drive-in eating establishment
- Retail sale of goods and products

Public Notification:

Notices were mailed to six (6) surrounding property owners. Zero responses have been received in favor or opposition

P&Z Report:

Planning and Zoning met at their regular meeting on Monday, May 1st and did recommend approval of the requested rezone and Ordinance 2023-29 as presented.



Approve Ordinance
2023-29 a presented





Finance Department

ITEM 4.2

Patricia Langford
Director of Finance
512.715.3205
plangford@cityofburnet.com

Action

Meeting Date: May 23, 2023

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS DESIGNATING CERTAIN CITY OFFICIALS TO SIGN CHECKS AND OTHER DISBURSEMENTS FOR ANY AUTHORIZED DEPOSITORY OF THE CITY OF BURNET, TEXAS:
P. Langford

Background: The City Charter states the following, “All checks, vouchers, or warrants for the withdrawal of money from the City depositories shall be signed by two City officials as designated by the City Council”.

Information: The proposed check signers for all of the City’s bank accounts include the Mayor, City Manager, Assistant City Manager, Finance Director, and City Secretary.

In addition, the petty cash account for the golf course (which has a maximum balance of \$2,500) will also include the General Manager - Tony Nash, Pro Shop Manager - Donovan Browning, Pro Shop Assistant - Blake January and Lead Snack Bar Assistant - Julie Deffenderfer.

Fiscal Impact: N/A

Recommendation: Approve and adopt Resolution R2023-35 as presented.

RESOLUTION NO. R2023-35

A RESOLUTION BY THE CITY OF BURNET, TEXAS DESIGNATING CERTAIN CITY OFFICIALS TO SIGN CHECKS AND OTHER DISBURSEMENTS FOR ANY AUTHORIZED DEPOSITORY OF THE CITY OF BURNET, TEXAS.

Whereas, the City of Burnet, Texas (the “City”) is a home rule municipality acting under its charter adopted by City Council and pursuant to Article XL, Section 5, of the Texas Constitution and Chapter 9 of the Local government Code; and

Whereas, Section 7.11 of the City Charter requires depositories shall be signed by two City officials as designated by City Council; and

Whereas, the City Council desires to designate officials to serve as signatories for all authorized depositories of the City.

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 hereby designates the following individuals as City Officials for the limited purposes of this Resolution and authorizes the individuals listed herein to execute checks, vouchers, warrants, drafts, or other instruments for withdrawal of municipal funds in accordance with Section 7.11 of the City Charter. Such authorized officials of the City shall be: Gary Wideman, Mayor; David Vaughn, City Manager; Habib Erkan, Assistant City Manager; Patricia Langford, Director of Finance; and Kelly Dix, City Secretary which authorization shall apply to all depository accounts of the City, including, current and future depository accounts deemed necessary by the City Manager to conduct the business of the City.

In addition to the individuals listed above, Anthony Nash, General Manager/Golf Course Superintendent; Blake January, Assistant Golf Pro II; Donovan Browning, GC Pro/Pro Shop Manager; and Julie Deffenderfer, Lead Snack Bar Attendant, shall be authorized to execute checks for withdrawal of municipal funds for bank account number 2329 titled Delaware Springs Petty Cash.

Section 3. 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 23rd day of May 2023.

CITY OF BURNET, TEXAS

ATTEST:

Kelly Dix, City Secretary

Gary Wideman, Mayor



Development Services

ITEM 4.3

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

Action

Meeting Date: May 23, 2023

Agenda Item: Discuss and consider action: Award request for Proposal (RFP) 2023-003 Street rehab Overlay Project bid and authorize the City Manager to execute the contract: E. Belaj

Background: The City Council at March 14th meeting approved a street maintenance list for rehabilitation. Subsequently, staff worked on the design and bid documents for these streets. The streets include Harvey, Lewis, N. Main, N. Pierce, and others as shown in the attached list and presentation. The county reached out to the City noting that the County was planning on paving near Post Mountain Cemetery, and that they may pave the driveway for the City if the City pays for the materials. In the event that the County does not pave the driveway, an added bid alternate was proposed in the bid. The City has the option of not including this added alternate in the award.

Information: The City recently had bid opening for this project. The bid opening was on May 16, 2023, at 10 A.M. where four bids were received. The proposed improvements up for bid consist of milling certain areas of the street, and repaving the entire street. Some streets will have re-stripped stop bars. The paving rehab work consists of 2" Overlay & tac coat of approx. 36,331 SY of roadway. A detailed list of streets is shown below in attached bid tab. The bid specified High density Polymer as it was the top performing material in the aforementioned study; however the bidders were offered the opportunity to provide an equal or better material for pre-approval in the bid.

Bids: **Bennet Paving** was the sole bidder offered the best value to the City at **\$547,149.00**. The bid does not include an added alternate for the Cemetery Driveway at **\$17,558.00**. The project was estimated to cost under \$550K. This contractor has until approximately mid-summer to complete the work. See attached tabulated bids.

Qualification: City staff determined that this construction company has constructed many similar projects around the Central Texas

area. Council may elect to take staff's recommendation below, reject all bids, or proceed with further evaluation.

Fiscal Impact: City has the budgeted funds from the bond proceeds for this project including.

Recommendation: Staff Recommendation will be presented at the council meeting.

CONSTRUCTION COST FOR: **BURNET 2023 STREET REHAB PH-1 OVERLAY**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the *Standard Form of Agreement*, unless otherwise noted.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	ALPHA PAVING INDUSTRIES LLC		TEXAS MATERIALS GROUP INC.		BENNETT PAVING INC.		LONE STAR PAVING		N/A	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING													
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 37,000.00	\$ 37,000.00	\$ 5,000.00	\$ 5,000.00	\$ 33,000.00	\$ 33,000.00	\$ -	\$ -
2	TRAFFIC CONTROL	1	LS	\$ 13,475.00	\$ 13,475.00	\$ 25,075.00	\$ 25,075.00	\$ 5,000.00	\$ 5,000.00	\$ 44,000.00	\$ 44,000.00	\$ -	\$ -
HARVEY (C03)													
3	TYPE D HMAC	5,170	SY	\$ 16.40	\$ 84,788.00	\$ 16.25	\$ 84,012.50	\$ 14.00	\$ 72,380.00	\$ 20.00	\$ 103,400.00	\$ -	\$ -
5	MILL, PROOF ROLL, AND OVERLAY	306	SY	\$ 16.40	\$ 5,018.40	\$ 25.00	\$ 7,650.00	\$ 10.00	\$ 3,060.00	\$ 30.00	\$ 9,180.00	\$ -	\$ -
6	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	180	LF	\$ 6.00	\$ 1,080.00	\$ 5.00	\$ 900.00	\$ 10.00	\$ 1,800.00	\$ 1.00	\$ 180.00	\$ -	\$ -
LEWIS (C04)													
7	TYPE D HMAC	1,899	SY	\$ 16.40	\$ 31,143.60	\$ 16.25	\$ 30,858.75	\$ 14.00	\$ 26,586.00	\$ 20.00	\$ 37,980.00	\$ -	\$ -
9	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	80	LF	\$ 6.00	\$ 480.00	\$ 5.00	\$ 400.00	\$ 10.00	\$ 800.00	\$ 1.00	\$ 80.00	\$ -	\$ -
TATE (C05)													
10	TYPE D HMAC	874	SY	\$ 16.40	\$ 14,333.60	\$ 16.25	\$ 14,202.50	\$ 14.00	\$ 12,236.00	\$ 20.00	\$ 17,480.00	\$ -	\$ -
11	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	39	LF	\$ 6.00	\$ 234.00	\$ 5.00	\$ 195.00	\$ 10.00	\$ 390.00	\$ 1.00	\$ 39.00	\$ -	\$ -
PIERCE (C06-C07)													
13	TYPE D HMAC	7,722	SY	\$ 16.40	\$ 126,640.80	\$ 16.25	\$ 125,482.50	\$ 14.00	\$ 108,108.00	\$ 20.00	\$ 154,440.00	\$ -	\$ -
14	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	478	LF	\$ 6.00	\$ 2,868.00	\$ 5.00	\$ 2,390.00	\$ 10.00	\$ 4,780.00	\$ 1.00	\$ 478.00	\$ -	\$ -
MAIN (C08-C10)													
16	TYPE D HMAC	10,948	SY	\$ 16.40	\$ 179,547.20	\$ 16.25	\$ 177,905.00	\$ 14.00	\$ 153,272.00	\$ 20.00	\$ 218,960.00	\$ -	\$ -
17	MILL, PROOF ROLL, AND OVERLAY	229	SY	\$ 16.40	\$ 3,755.60	\$ 25.00	\$ 5,725.00	\$ 10.00	\$ 2,290.00	\$ 40.00	\$ 9,160.00	\$ -	\$ -
18	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	440	LF	\$ 6.00	\$ 2,640.00	\$ 5.00	\$ 2,200.00	\$ 10.00	\$ 4,400.00	\$ 1.00	\$ 440.00	\$ -	\$ -
WEST (C11)													
20	TYPE D HMAC	1,760	SY	\$ 16.40	\$ 28,864.00	\$ 16.25	\$ 28,600.00	\$ 14.00	\$ 24,640.00	\$ 26.00	\$ 45,760.00	\$ -	\$ -
22	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	43	LF	\$ 6.00	\$ 258.00	\$ 5.00	\$ 215.00	\$ 10.00	\$ 430.00	\$ 5.00	\$ 215.00	\$ -	\$ -
LEAGUE ST (C12-C13)													
23	TYPE D HMAC	6,279	SY	\$ 16.40	\$ 102,975.60	\$ 16.25	\$ 102,033.75	\$ 14.00	\$ 87,906.00	\$ 20.00	\$ 125,580.00	\$ -	\$ -
24	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	254	LF	\$ 6.00	\$ 1,524.00	\$ 5.00	\$ 1,270.00	\$ 10.00	\$ 2,540.00	\$ 1.00	\$ 254.00	\$ -	\$ -
MCNEIL (C14)													
26	TYPE D HMAC	480	SY	\$ 16.40	\$ 7,872.00	\$ 16.25	\$ 7,800.00	\$ 14.00	\$ 6,720.00	\$ 20.00	\$ 9,600.00	\$ -	\$ -
LEAGUE CT (C15)													
28	TYPE D HMAC	1,199	SY	\$ 16.40	\$ 19,663.60	\$ 16.25	\$ 19,483.75	\$ 14.00	\$ 16,786.00	\$ 20.00	\$ 23,980.00	\$ -	\$ -

CONSTRUCTION COST FOR: **BURNET 2023 STREET REHAB PH-1 OVERLAY**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the *Standard Form of Agreement*, unless otherwise noted.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	ALPHA PAVING INDUSTRIES LLC		TEXAS MATERIALS GROUP INC.		BENNETT PAVING INC.		LONE STAR PAVING		N/A	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING													
PAVEMENT MARKINGS													
HARVEY (C03)													
30	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 11.00	\$ 11.00	\$ -	\$ -
31	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 425.00	\$ 425.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 225.00	\$ 225.00	\$ -	\$ -
LEWIS (C04)													
32	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 11.00	\$ 11.00	\$ -	\$ -
33	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 425.00	\$ 425.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 225.00	\$ 225.00	\$ -	\$ -
TATE (C05)													
34	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 425.00	\$ 850.00	\$ 380.00	\$ 760.00	\$ 25.00	\$ 50.00	\$ 225.00	\$ 450.00	\$ -	\$ -
PIERCE (C06-C07)													
35	BLUE TRAFFIC BUTTON REFLECTORS	4	EA	\$ 15.00	\$ 60.00	\$ 25.00	\$ 100.00	\$ 25.00	\$ 100.00	\$ 11.00	\$ 44.00	\$ -	\$ -
36	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	7	EA	\$ 425.00	\$ 2,975.00	\$ 380.00	\$ 2,660.00	\$ 380.00	\$ 2,660.00	\$ 225.00	\$ 1,575.00	\$ -	\$ -
MAIN (C08-C10)													
37	BLUE TRAFFIC BUTTON REFLECTORS	5	EA	\$ 15.00	\$ 75.00	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00	\$ 11.00	\$ 55.00	\$ -	\$ -
38	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	10	EA	\$ 425.00	\$ 4,250.00	\$ 380.00	\$ 3,800.00	\$ 380.00	\$ 3,800.00	\$ 225.00	\$ 2,250.00	\$ -	\$ -
WEST (C11)													
39	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 11.00	\$ 11.00	\$ -	\$ -
LEAGUE STREET (C12-C13)													
40	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ 15.00	\$ 45.00	\$ 25.00	\$ 75.00	\$ 25.00	\$ 75.00	\$ 11.00	\$ 33.00	\$ -	\$ -
41	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 425.00	\$ 425.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 225.00	\$ 225.00	\$ -	\$ -
MCNEIL (C14)													
42	BLUE TRAFFIC BUTTON REFLECTORS	0	EA	\$ 15.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 11.00	\$ -	\$ -	\$ -
LEAGUE COURT (C15)													
43	BLUE TRAFFIC BUTTON REFLECTORS	0	EA	\$ 15.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 11.00	\$ -	\$ -	\$ -
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	641,236.40	\$	682,133.75	\$	547,149.00	\$	839,321.00	\$	-

ADDED BID ALTERNATE NO. 1

GENERAL CONDITION & PAVING													
44	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 2,250.00	\$ 2,250.00	\$ 1,200.00	\$ 1,200.00	\$ 1.00	\$ 1.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
46	TRAFFIC CONTROL	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1.00	\$ 1.00	\$ 550.00	\$ 550.00	\$ -	\$ -
POST MOUNTAIN (C16)													
47	TYPE D HMAC	1,164	SY	\$ 16.40	\$ 19,089.60	\$ 16.25	\$ 18,915.00	\$ 14.00	\$ 16,296.00	\$ 32.00	\$ 37,248.00	\$ -	\$ -
49	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3" WIDE PVMT.)	126	LF	\$ 6.00	\$ 756.00	\$ 5.00	\$ 630.00	\$ 10.00	\$ 1,260.00	\$ 5.00	\$ 630.00	\$ -	\$ -
TOTAL BID ALT. NO. 1				\$	25,595.60	\$	24,245.00	\$	17,558.00	\$	39,428.00	\$	-

TOTAL BASE BID INCLUDING ADDITIONAL BID ITEMS (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	666,832.00	\$	706,378.75	\$	564,707.00	\$	878,749.00	\$	-
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The total bid shall be entered in the space provided above, and shall also be entered in the space Payment for all Items shall be base

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTIES OF BURNET

THIS CONTRACT is made and entered into on this the _____ day of _____, 20__ by and between the CITY OF BURNET (hereinafter referred to as “**OWNER**”) and _____ (hereinafter referred to as “**CONTRACTOR**”). In consideration of the mutual covenants set forth, the **OWNER** and **CONTRACTOR** agree as follows:

Article I. Work

The **CONTRACTOR** shall perform all of the work as specified in the Contract Documents pertaining to this project. The work is generally described as follows:

2023A STREET REHAB: OVERLAY

ATTACHED ADDENDUM

Addenda numbers **1** to **1**, inclusive.

Plans and Specification prepared by: The City of Burnet

CITY OF BURNET

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the **CONTRACTOR**’s own cost and expense, the **CONTRACTOR** shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the **OWNER**.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance and payment bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet, as amended, and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within 60 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR: NAME

CITY OF BURNET

Signature By: _____

David Vaughn

Name: _____

ATTEST:

ATTEST:

Name:

City Secretary, Kelly Dix

Address for giving notices:

Address for giving notices:

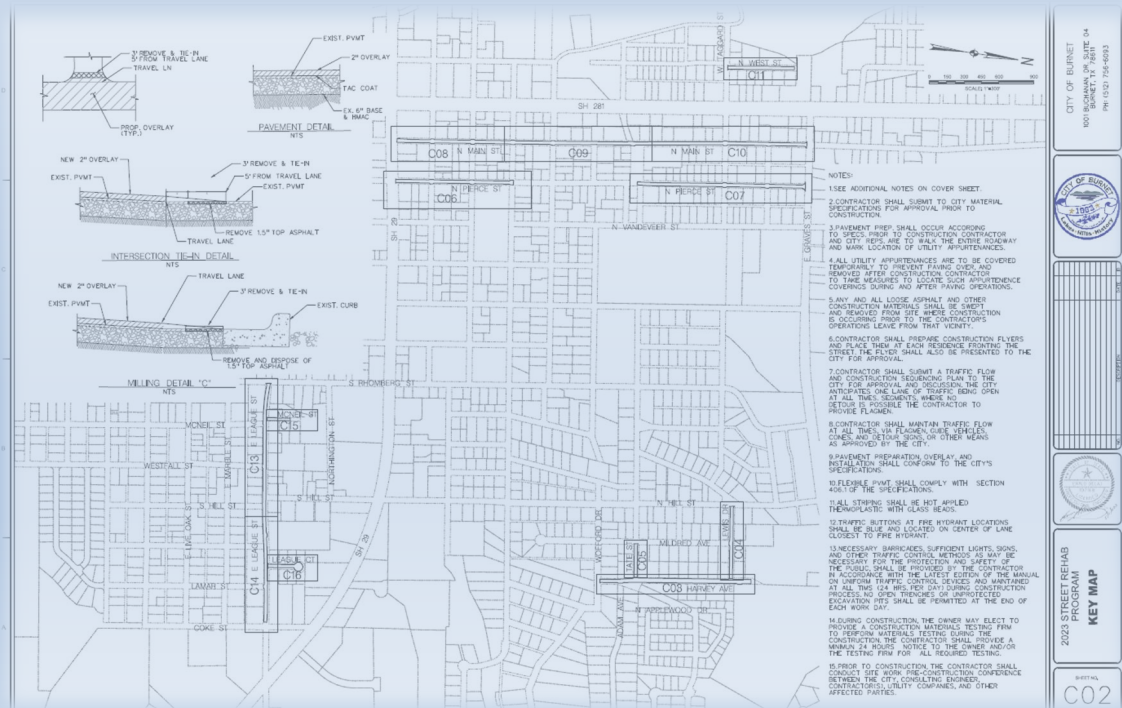
1001 Buchanan Dr. Suite 4
Burnet, Tx 78611

STREET BID AWARD

BACKGROUND

PROJECT INFORMATION

- Treat 36K Square yards of existing pavement.
- Or, 11,800 linear feet of road
- Streets like N. Pecan, N. Main, and N. Wood.



STREET BID AWARD

FUNDING

COST AND FUNDING

- **\$547,149** the cost to treat 11,800 linear feet of road.
- Funding from the 2022 Bond Proceeds
- 1-year Maintenance Bond Warranty
- Each street will be paved separately.
- 1-lane traffic so street will not be fully closed.
- Contractor will notify each residence and city will post on social media.

STREET BID AWARD

AWARD

- Award the bid to **Bennet Paving** in the amount of **\$547,149** excluding the added bid alternate.

CONTRACTOR COST FOR: BENNET PAVING STREET REPAIR PILL OVERLAY

The Pay Item reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the Standard Form of Agreement, unless otherwise noted.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	ALPHA PAVING INDUSTRIES LLC		TEAR MATERIALS GROUP INC.		BENNETT PAVING INC.		LONE STAR PAVING		NA	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING													
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 3,700.00	\$ 3,700.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
2	TRAFFIC CONTROL	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
HARVEY (C03)													
3	TYPE D HMAC	6,176	SY	\$ 16.40	\$ 101,286.40	\$ 14.00	\$ 86,464.00	\$ 14.00	\$ 86,464.00	\$ 22,288.00	\$ 138,208.00	\$ -	\$ -
4	1/2" GROUT FILL AND OVERLAY	308	SF	\$ 16.40	\$ 5,051.20	\$ 15.00	\$ 4,620.00	\$ 10.00	\$ 3,080.00	\$ 30.00	\$ 9,264.00	\$ -	\$ -
5	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	180	LF	\$ 6.00	\$ 1,080.00	\$ 5.00	\$ 900.00	\$ 10.00	\$ 1,800.00	\$ 1.00	\$ 180.00	\$ -	\$ -
LEWIS (C04)													
6	TYPE D HMAC	1,899	SY	\$ 16.40	\$ 31,161.60	\$ 14.00	\$ 26,586.00	\$ 14.00	\$ 26,586.00	\$ 20.00	\$ 37,980.00	\$ -	\$ -
7	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	180	LF	\$ 6.00	\$ 1,080.00	\$ 5.00	\$ 900.00	\$ 10.00	\$ 1,800.00	\$ 1.00	\$ 180.00	\$ -	\$ -
TATE (C05)													
8	TYPE D HMAC	854	SY	\$ 16.40	\$ 14,005.60	\$ 14.00	\$ 11,956.00	\$ 14.00	\$ 11,956.00	\$ 20.00	\$ 33,880.00	\$ -	\$ -
9	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	38	LF	\$ 6.00	\$ 228.00	\$ 5.00	\$ 190.00	\$ 10.00	\$ 380.00	\$ 1.00	\$ 38.00	\$ -	\$ -
PIERCE (C06-C07)													
10	TYPE D HMAC	35	SY	\$ 15.00	\$ 525.00	\$ 10.00	\$ 350.00	\$ 11.00	\$ 385.00	\$ 44.00	\$ 1,540.00	\$ -	\$ -
11	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	7	EA	\$ 425.00	\$ 2,975.00	\$ 380.00	\$ 2,660.00	\$ 380.00	\$ 2,660.00	\$ 225.00	\$ 1,575.00	\$ -	\$ -
MAIN (C08-C10)													
12	TYPE D HMAC	1,702	SY	\$ 16.40	\$ 27,912.80	\$ 14.00	\$ 23,828.00	\$ 14.00	\$ 23,828.00	\$ 20.00	\$ 34,040.00	\$ -	\$ -
13	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	479	LF	\$ 6.00	\$ 2,874.00	\$ 5.00	\$ 2,395.00	\$ 10.00	\$ 4,790.00	\$ 1.00	\$ 479.00	\$ -	\$ -
MAIN (C11-C15)													
14	TYPE D HMAC	1	SY	\$ 16.40	\$ 16.40	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 20.00	\$ 20.00	\$ -	\$ -
15	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	1	LF	\$ 6.00	\$ 6.00	\$ 5.00	\$ 5.00	\$ 10.00	\$ 10.00	\$ 1.00	\$ 1.00	\$ -	\$ -
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	641,236.40	\$	682,133.75	\$	547,149.00	\$	839,321.00	\$	-

PAVEMENT MARKINGS

HARVEY (C03)													
30	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 11.00	\$ 11.00	\$ -	\$ -
31	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 425.00	\$ 425.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 225.00	\$ 225.00	\$ -	\$ -
LEWIS (C04)													
32	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 11.00	\$ 11.00	\$ -	\$ -
33	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 425.00	\$ 425.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 225.00	\$ 225.00	\$ -	\$ -
TATE (C05)													
34	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 425.00	\$ 850.00	\$ 380.00	\$ 760.00	\$ 25.00	\$ 50.00	\$ 225.00	\$ 450.00	\$ -	\$ -
PIERCE (C06-C07)													
35	BLUE TRAFFIC BUTTON REFLECTORS	4	EA	\$ 15.00	\$ 60.00	\$ 25.00	\$ 100.00	\$ 25.00	\$ 100.00	\$ 11.00	\$ 44.00	\$ -	\$ -
36	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	7	EA	\$ 425.00	\$ 2,975.00	\$ 380.00	\$ 2,660.00	\$ 380.00	\$ 2,660.00	\$ 225.00	\$ 1,575.00	\$ -	\$ -
MAIN (C08-C10)													
37	BLUE TRAFFIC BUTTON REFLECTORS	5	EA	\$ 15.00	\$ 75.00	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00	\$ 11.00	\$ 55.00	\$ -	\$ -
38	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	10	EA	\$ 425.00	\$ 4,250.00	\$ 380.00	\$ 3,800.00	\$ 380.00	\$ 3,800.00	\$ 225.00	\$ 2,250.00	\$ -	\$ -
WEST (C11)													
39	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 11.00	\$ 11.00	\$ -	\$ -
LEAGUE STREET (C12-C13)													
40	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ 15.00	\$ 45.00	\$ 25.00	\$ 75.00	\$ 25.00	\$ 75.00	\$ 11.00	\$ 33.00	\$ -	\$ -
41	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 425.00	\$ 425.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 225.00	\$ 225.00	\$ -	\$ -
MCNEIL (C14)													
42	BLUE TRAFFIC BUTTON REFLECTORS	0	EA	\$ 15.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 11.00	\$ -	\$ -	\$ -
LEAGUE COURT (C15)													
43	BLUE TRAFFIC BUTTON REFLECTORS	0	EA	\$ 15.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 11.00	\$ -	\$ -	\$ -
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	641,236.40	\$	682,133.75	\$	547,149.00	\$	839,321.00	\$	-

ADDED BID ALTERNATE NO. 1

GENERAL CONDITION & PAVING													
44	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 2,250.00	\$ 2,250.00	\$ 1,200.00	\$ 1,200.00	\$ 1.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
45	TRAFFIC CONTROL	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1.00	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -
POST MOUNTAIN (C16)													
47	TYPE D HMAC	1,164	SY	\$ 16.40	\$ 19,089.60	\$ 16.25	\$ 18,915.00	\$ 14.00	\$ 16,296.00	\$ 32.00	\$ 37,248.00	\$ -	\$ -
49	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	126	LF	\$ 6.00	\$ 756.00	\$ 5.00	\$ 630.00	\$ 10.00	\$ 1,260.00	\$ 5.00	\$ 630.00	\$ -	\$ -
TOTAL BID ALT. NO. 1				\$	25,595.60	\$	24,245.00	\$	17,558.00	\$	39,428.00	\$	-

TOTAL BASE BID INCLUDING ADDITIONAL BID ITEMS (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	666,832.00	\$	706,378.75	\$	564,707.00	\$	878,749.00	\$	-
The total bid shall be entered in the space provided above, and shall also be entered in the space						Payment for all items shall be base							



City Secretary

ITEM 4.4

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

Agenda Item Brief

- Meeting Date:** May 23, 2023
- Agenda Item:** Discuss and consider action: Appoint Mayor Pro Tem: K. Dix
- Background:** Per the City of Burnet Home Rule Charter, Section 3.06: A Mayor Pro-tem shall be elected by the City Council as soon as practicable after each regular City election, or in the event of a vacancy in the Mayor Pro-tem position. The Mayor Pro-tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights conferred upon the Mayor.
- Council Member Philip Thurman is currently the Council appointed Mayor Pro Tem.
- Information:** It will be necessary for the Council to nominate a Council Member to serve as Mayor Pro Tem.
- Fiscal Impact:** None
- Recommendation:** To be determined by Council



City Council

ITEM 4.5

Gary Wideman
Mayor
(512)-756-6093 ext. 3209
mayor@cityofburnet.com

Action

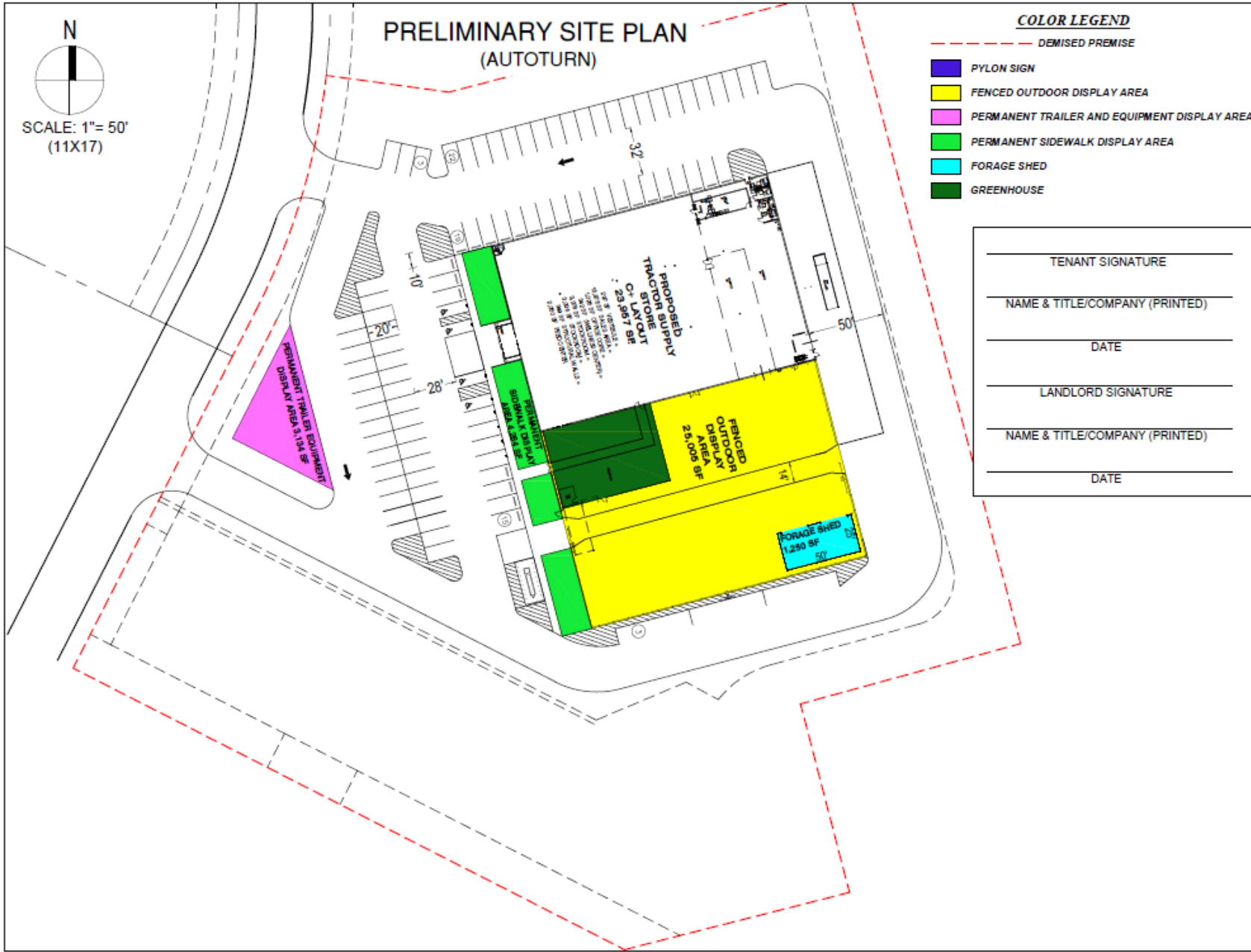
- Meeting Date:** May 23, 2023
- Agenda Item:** Discuss and consider action: Appoint a representative for the City of Burnet to the Opportunities for Williamson and Burnet Counties, Inc., (OWBC) Board of Directors: Mayor Wideman
- Background:** Mayor Crista Bromley appointed Kelly Dix to the OWBC Board on May 23, 2017. OWBC requires re-appointment of a City representative when there has been a change in leadership of the represented City.
- Information:** The Board meets bi-monthly on the fourth Monday of the month.
- The duty of the appointed representative for the City is to advocate for OWBC, Inc. and to keep City Council informed of operations of OWBC. Appointed representatives serving on the OWBC Board of Directors are required to additionally serve on two sub-committees that oversee policy and procedures for the Williamson and Burnet County Head Start Programs, Meals-on-Wheels, and Community Outreach Programs.
- Fiscal Impact:** None.
- Recommendation:** To be determined by Council.

**RESOLUTION TO APPROVE THE
BURNET ECONOMIC DEVELOPMENT
CORPORATION'S SALE OF LAND AND
INCENTIVES FOR A TRACTOR
SUPPLY STORE**

City Council Regular
Session May 23, 2023

THE PROJECT

- Tractor Supply Store
 - Location: Eastside Commercial Park
 - Lot size: 5.75 acres
 - Building size: 19,000 square feet of airconditioned space



THE LAND SALE

- **Price per square foot: 3.50**
- **Purchase price: \$876,645.00 (based on 250,470 sq ft sold)**
- **Feasibility: 150 days after effective date**
- **Closing: 30 days after end of feasibility or issuance of CofO whichever is later.**

The incentive

- **Construction incentive:**
 - **Completion date: December 31, 2024**
 - **Minimum investment: \$2,500,000**
 - **Incentive amount: \$2.08 per square foot (\$520,977.60)**
- **Jobs incentive:**
 - **Minimum full time employees: five**
 - **Incentive:**
 - **Year one: \$10,000**
 - **Year two: \$10,000**
 - **Year three: \$10,000**

THANK YOU

Habib H. Erkan Jr.
Texas Bar No. 06645600
Assistant City Manager
PO Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611
Direct: 512-715-3201
Fax: 512-756-8586
Cell: 512-234-1447



Administration

ITEM 4.6

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

Action

Meeting Date: May 19, 2023

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET TEXAS AUTHORIZING THE BURNET ECONOMIC DEVELOPMENT CORPORATION TO SELL A LOT WITHIN THE EASTSIDE COMMERCIAL PARK SUBDIVISION; AND APPROVING A PERFORMANCE AGREEMENT INCENTIVIZING THE DEVELOPMENT OF A RETAIL STORE AS AN ECONOMIC DEVELOPMENT PROJECT ON SAID LOT: H Erkan Jr.

Background: The Burnet Economic Development Corporation desires to sell approximately 5.75 acres located within the Eastside Commercial Park Subdivision (the "Land") to a retail store developer at fair market rate and incentivize the development of the retail store project (the "Project") by refunding a portion of the purchase price upon issuance of a certificate of occupancy (the "Incentive"). By resolution of the Board of Directors, approved on May 9, 2023, and resolution of City Council, approved on May 16, 2023, this endeavor was designated as an Economic Development Project.

Information: On May 23, 2023, the Board of Directors approved a resolution authorizing the Board President to enter into an Unimproved Commercial Property Contract and a Performance Agreement memorializing the terms and conditions for sale of the Land and grant of the Incentive for the Project. That resolution requires City Council approval to become effective.

Fiscal Impact: The net price the developer shall pay the Corporation after deduction of the incentive shall be above Land's acquisition and development costs so this project will have a small positive effect on the Corporation's budget. The Project will have an indirect positive fiscal impact on the City's budget through the collection of ad valorem, personal property, and sales and use taxes.

Recommendation: Approve and adopt Resolution R2022-37 as presented.

RESOLUTION NO. R2022-37

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE BURNET ECONOMIC DEVELOPMENT CORPORATION TO SELL A LOT WITHIN THE EASTSIDE COMMERCIAL PARK SUBDIVISION; AND APPROVING A PERFORMANCE AGREEMENT INCENTIVIZING THE DEVELOPMENT OF A RETAIL STORE AS AN ECONOMIC DEVELOPMENT PROJECT ON SAID LOT

WHEREAS, On May 16, 2023, in accordance with Section 505.158 Texas Local Government Code, City Council approved the development of a retail store on a Lot within the Eastside Commercial Park Subdivision as an Economic Development Project; and

WHEREAS, in accordance with such approval, on May 23, 2023, the Burnet Economic Development Corporation's Board of Directors took formal action to approve both: (i) a real estate escrow agreement with the developer of a Retail Store Project and (ii) a Performance Agreement incentivizing the development of a Retail Store Project (the "Project") by refunding a portion of the real property purchase price to the developer upon the City's issuance of a certificate of occupancy for the Retail Store; and

WHEREAS, the Board of Directors resolution requires City Council action to become effective; and

WHEREAS, City Council finds and determines the notice of the time, place, and subject matter of the first and second readings of this resolution fully complied with the notice requirements of the Texas Open Meetings Act.

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

Section one. Findings.The recitals to this Resolution are deemed to be the true and correct findings of city council and are incorporated herein for all purposes.

Section two. Project Approval. The Burnet Economic Development Corporation's Board of Directors Resolution No. R-2023-06; and the Unimproved Commercial Property Contract and Performance Agreement attached thereto are hereby approved.

The remainder of this page intentionally remains blank and signature page follows.

Resolution: Eastside Commercial Retail Store

Section five. Effective Date. This resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED on second reading this the 23rd day of May 2023.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

RESOLUTION NO. BEDC R2023-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE SALE OF A LOT WITHIN THE EASTSIDE COMMERCIAL SUBDIVISION PARK; APPROVING A PERFORMANCE AGREEMENT INCENTIVIZING THE DEVELOPMENT OF A RETAIL STORE AS AN ECONOMIC DEVELOPMENT PROJECT ON SAID LOT; AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTED NECESSARY INSTRUMENTS.

WHEREAS, the Development Corporation Act of 1979, codified as Subtitled C1 of the Texas Local Government Code (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct Incentive or make expenditures on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct Incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the Performance Requirements specified in the agreement; and

WHEREAS, the Burnet Economic Development Corporation owns and possess that certain 5.75 acres located within the (the “Land”); and

WHEREAS, on May 9, 2023, the board of directors designated the development of a retail store (the “Project) on the Land as an economic development project that will contribute to the economic development of the City of Burnet by creating new jobs, promoting, and developing a new business enterprise, and tax revenue for the City of Burnet; as well as increasing property values and marketability of the lots within Eastside Commercial Subdivision the still held by the Corporation; and

WHEREAS, the Project was approved by City Council at its May 16, 2023, special called meeting; and

WHEREAS, by this resolution the board of directors’ desires to approve an Unimproved Commercial Property Contract facilitating the sale of the Land at fair market price and a Performance Agreement offering a refund of a portion of the purchase price upon issuance of a certificate of occupancy for the Project.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE BURNET ECONOMIC DEVELOPMENT CORPORATION:

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 documents attached hereto as the “Unimproved Commercial Property Contract”, “Special Warranty Deed and the “Performance Agreement” are hereby approved and said documents are hereby incorporated herein for all purposes. Pursuant to the terms of the Unimproved Commercial Property Contract the sale of the Land is approved. Pursuant to the terms of the Performance Agreement the development of the retail store described therein is designated as a Project that shall be eligible to receive the economic incentives pursuant to the terms described in the Performance Agreement.

Section three. Authorization. The board president is hereby authorized to execute documents substantially similar in form to the document identified above as the “Performance Agreement” and “Unimproved Commercial Property Contract” upon approval of this resolution. The board president is hereby authorized to execute a document substantially similar in form to the document identified above as the “Special Warranty Deed” upon Developer’s fulfillment of all buyer’s obligations under the Unimproved Commercial Property Contract and there are no other impediments to the closing on the transaction. Further, the board president 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 of Resolution No.R2023-37 by City Council.

Passed and Approved by the Board of Directors of the Burnet Economic Development Corporation this the 23rd day of May 2023.

THE BURNET ECONOMIC
DEVELOPMENT CORPORATION

Cary Johnson, President

ATTEST:

Kelly Dix, City Secretary

Resolution: Eastside Commercial Retail Store

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

Know all persons by these presents:

PERFORMANCE AGREEMENT

This Performance Agreement is entered into to be effective as of the ___ day of _____, 2023, by and between the Burnet Economic Development Corporation, located in Burnet County, Texas, a Texas non-profit corporation incorporated under the TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, and PRIMAX PROPERTIES, LLC, a limited liability company formed under the laws of the State of North Carolina.

RECITALS

WHEREAS, the Act authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct Incentive or make expenditures on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct Incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the Performance Requirements specified in the agreement; and

WHEREAS, development of a Retail Store, as proposed in this Agreement, will contribute to the economic development of the City of Burnet by creating new jobs, promoting, and developing a new business enterprise, and tax revenue for the City of Burnet; as well as increasing property values and marketability of the lots within the Eastside Commercial Subdivision still held by the Corporation; and

WHEREAS, development of said Retail Store, will therefore have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, Corporation desires to offer Incentives to Developer to enable Developer to develop the Retail Store pursuant to this Agreement in substantial conformity with the City of Burnet’s economic development plan and the Act; and

WHEREAS, Corporation and Developer are executing and entering into this Agreement to set forth certain terms and obligations of the Corporation and Developer with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, Corporation, and Developer agree as follows:

Article One. Authorization

This Agreement is made pursuant to and is authorized by the Act.

Article Two. Term

Section 2.1 Term. This Agreement shall be effective as of the last date executed by the Parties. Unless otherwise terminated as provided herein, this Agreement will terminate five (5) years after Developer's receipt of the Incentive.

Section 2.2 Failure to Close. If Developer fails to close on the purchase of the Real Property in accordance with the terms and conditions of the Unimproved Property Contract; such failure shall cause this Agreement to terminate and neither Party shall have any further obligation to the other under this Agreement.

Article Three. Purpose

The purpose of this Agreement is to formalize agreements between Developer and the Corporation regarding the terms and conditions by which Developer shall be entitled to receive the Incentive for the construction and operation of the Retail Store, including the remedies to the Corporation should Developer's Performance Requirements not be met in whole or part.

Article four. Definitions

Capitalized terms and their definitions apply as follows:

"Actual Completion Date" means the actual Project Completion Date.

“Agreement” means this Performance Agreement.

“Board” means the Corporation’s Board of Directors.

“City” means the city of Burnet, Burnet County, Texas.

“C of O” means a final certificate of occupancy issued through the City’s Development Services Department.

“Completion Date” means the Retail Store receives a final certificate of occupancy and be open for business to the general public.

“Corporation” means the Burnet Economic Development Corporation acting through its Board.

“Developer” means PRIMAX PROPERTIES, LLC.

“Effective Date” means the date the Agreement becomes binding on the Parties such date stated in the first paragraph of this Agreement.

“Full-time Equivalent Employee” means: (i) an employee with a regular work schedule of at least 32 hours per week; or (ii) part-time employees with a regular work schedule that in the aggregate work at least 32 hours per week.

“Jobs Creation/Retention Report” means a report approved by the Corporation showing the number of Full-time Equivalent Employees working at the Retail Store during the year for which the report was created.

“Maximum Incentive Amount” means the maximum amount of incentive the Developer may receive under this Agreement.

“Parties” means the Corporation and Developer collectively.

“Real Property” means approximately 5.75 acres lying within the corporate limits of the City of Burnet, Burnet County Texas and being part of existing **Lot 7-F** of the **Replat of Lot No. 7-C, Eastside Commercial Park Subdivision** recorded as Document No. 201902804 on March 22, 2019, in the Public Records of Burnet County Texas, as further described and contemplated under the Unimproved Commercial Property Contract attached hereto as Exhibit “B”.

“Required Minimum Investment” means the amount Developer shall spend (in equity or in borrowed funds) to build, finish out, furnish, and equip the Retail Store. Developer’s required minimum investment amount is stated in article six.

“Retail Store” means a Tractor Supply Company retail store with a minimum square footage of air-conditioned retailed space of 19,000 square feet.

“The Act” means the Development Corporation Act of 1979, as codified in Title 12, Subtitle C1 Texas Local Government Code as same may be amended from time to time.

“Unimproved Commercial Property Contract” means the agreement the Parties shall enter to facilitate the conveyance of the Real Property, the form of which shall substantially comply with Exhibit “B”.

Article five. Incentives.

Section 5.1 Construction incentive.

In consideration for Developer’s completion of the Retail Store, as evidenced by issuance of a C of O for a Tractor Supply Company retail store, on or before the Completion Date at a cost equal to or more than Developer’s Required Minimum Investment the Corporation shall reimburse to Developer the Incentive amount equal to Two Dollars and Eight Cents (\$2.08) per square foot purchased under the Unimproved Property Contract within thirty (30) days of request. However, the failure of the Developer to complete construction of the Retail Store on or before the Projected Completion Date at a cost equal to or more than Developer’s Required Minimum Investment shall cause the Developer to forfeit any right to the Incentive under this Agreement; and in such case, the Agreement shall immediately terminate and neither Party shall have any further obligation hereunder.

Section 5.2 Payroll Incentives.

In consideration of Developer’s achievement of the Section 6.3 Annual Job requirements during the term of this Agreement the Corporation shall reimburse to Developer the Incentive amounts that follow:

- Year One: \$10,000.00;
- Year Two: \$10,000.00; and
- Year Three: \$10,000.00.

Developer shall be eligible to receive this annual incentive beginning the first full calendar year after the issuance of the C of O. Each year this annual incentive shall be paid by Corporation to Developer within 30 days after Corporation’s receipt and approval of the Section 6.4 annual Jobs Creation/Retention Report for each calendar year, until the entire Payroll Incentive Amount has been Paid. Developer’s failure to achieve the Section 6.3 Annual Jobs requirements for any given year shall cause the Developer not to be eligible to receive a Payroll Incentive payment for that year; but shall not adversely affect Developer’s eligibility to receive such payments in subsequent years.

Section 5.3 Maximum Incentive Amount.

Notwithstanding any provision in this Agreement to the contrary the Maximum Incentive Amount Developer may receive under this Agreement shall not be more than Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$575,000.00).

Article six. Developer's Performance Obligations.

Section 6.1 The Retail Store.

- (a) *Description of the Retail Store.* As more particularly described in Exhibit "A", the Scope of the Project is the development of the Retail Store.
- (b) *Completion Date.* The Parties agree that the Completion Date shall be December 31, 2024, subject to force majeure.
- (c) *Required Minimum Investment.* Developer will expend at least Two Million Five Hundred Thousand 00/100 Dollars (\$2,500,000.00) of Developer's own funds or borrowed funds to build, finish out, furnish, and equip the Retail Store.
- (d) *Development and Construction.* The Retail Store shall be completed in one phase and, subject to Force Majeure, the Retail Store shall be Fully Developed on or before the Completion Date. Upon completion the Retail Store's construction shall substantially comply with Exhibit "A".

Sec. 6.2 Utilization of Local Contractors and Suppliers. Intentionally Deleted.

Section 6.3 Minimum Job and Salary Requirements. Developer commits, that within six (6) months after the Actual Retail Store Completion Date to the occurrence of the following:

- (a) *Full-time Equivalent Employees:* A minimum of Five (5) Full-time Equivalent Employees shall be employed by Tractor Supply.
- (b) *Annual Payroll:* Intentionally deleted.

During each year during the Term of this Agreement, Developer shall comply with the Full-time Equivalent Employees requirements stated herein.

Section 6.4 Required Reporting.

- (a) *Construction Cost Reports.* Within 60 days after the Actual Completion Date, Developer shall submit a final detailed cost breakdown detailing all costs incurred by Developer in building, finishing out, furnishing, and equipping the Retail Store. The final report, subject to verification, shall be the basis for determining if Developer's Required Minimum Investment was achieved.

- (b) *Annual Job Creation/Retention Reports.* The Developer shall submit an annual Jobs Creation/Retention Report. This Report may redact any employee-specific name, address, or full social security number in order to protect employee's privacy.

Section 6.5 Additional Information and Privacy.

- (a) *Maintenance of Records.* Developer shall be responsible for maintaining records evidencing compliance with all of Developer commitments required by this Agreement, during its entire term, and shall make such records available to the Corporation for examination at the Corporation's reasonable request within five business days of receipt of the request. All information required by this Agreement shall be submitted to the City Manager at the address specified for giving notice in this Agreement.
- (b) *Privacy.* All information provided by Developer to Corporation under the required reporting section shall be deemed confidential and shall not be provided to any person outside City government, the Board, or its employees, and shall not be subject to public inspection in accordance with the exception provided in the Texas Public Information Act (section 552.110 Texas Government Code). In the event a request is made for such information, Corporation will not disclose the information unless required to do so by the Attorney General of Texas.

Section 6.6 Indebtedness Incurred by Developer. The payment of all indebtedness and obligations incurred by Developer in connection with the development and construction of the Retail Store and the operation of the Retail Store shall be solely the obligations of Developer. Corporation shall not be obligated to pay any indebtedness or obligations of Developer.

Article Seven. Zoning and Platting.

Section 7.1 Zoning. The Real Property is currently assigned the zoning classification Commercial "C-3". The operation of a Retail Store is a permitted use in the Commercial "C-3" District.

Section 7.2 Subdivision Plat. The Corporation shall, at its sole expense, initiate an application to plat the Real Property. The submission of the plat application shall be coordinated with the Developer, in order to facilitate the development of the Retail Store, and the replatting shall be completed, as evidenced by the filing of the final plat in the Burnet County Public Records before closing on the sale of the Real Property.

Article Eight. Conveyance of the Real Property.

Section 8.1 Market Value of the Property. The Parties agree that the market value of the Real Property is Three Dollars and Fifty Cents (\$3.50) per square foot.

Section 8.2 Unimproved Property Contract. Within 10 days after the date of execution of this Agreement, the Corporation and Developer shall execute an Unimproved Property Contract in substantial compliance with Exhibit “B”, which, with the Escrow Money shall be escrowed with the Title Company pursuant to the terms of the Unimproved Property Contract.

Section 8.3 Closing on the Unimproved Property Contract. Closing on the Unimproved Property Contract shall occur when all conditions for closing set out in the Unimproved Property Contract have occurred.

Article nine. Penalties for Failure to Comply with Obligations.

Section 9.1. Projected Retail Store Completion Date Requirement. Should Developer fail to obtain a C of O on or before the Completion Date, for reasons other than delays resulting from “Force Majeure” events, Developer shall forfeit the right to receive the incentive and this Agreement shall terminate immediately and neither Party shall have any further obligation to the other upon such termination.

Section 9.2 Minimum Investment. If upon the Completion Date the Developer’s actual cost of building, finishing out, furnishing and equipping the Retail Store is less than Developer’s Required Minimum Investment Amount, Developer shall forfeit the right to receive the incentive and this Agreement shall terminate immediately and neither Party shall have any further obligation to the other upon such termination.

Section 9.3 Jobs. Developer’s failure to achieve the Section 6.3 minimum job requirement for any reporting year shall cause Developer to forfeit payment of the Section 5.2 incentive for that reporting year.

Section 9.4 Payroll. Intentionally deleted.

Article ten. Indemnification

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THE DEVELOPER, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND THE CORPORATION AND CITY ASSUMES NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH TO THEIR PARTIES AND DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CORPORATION AND CITY, THEIR OFFICERS, AGENTS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGEMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON EXPENSES OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER’S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICER, AGENTS, ASSOCIATES, EMPLOYEES

OR SUB-CONSULTANTS, IN THE PERFORMANCE OF THIS AGREEMENT; THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY TO ANY LIABILITY RESULTING FROM THE JOINT AND CONCURRENT NEGLIGENCE OF THE DEVELOPER, THE CITY AND THE CORPORATION; HOWEVER, THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CORPORATION OR THE CITY AND THEIR OFFICER, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CORPORATION OR THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Article eleven. Miscellaneous.

This Agreement shall be subject to the terms and conditions which follow:

Section 11.1. Additional Instruments. Corporation and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

Section 11.2. Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 11.3. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choose-of-law rules of any jurisdiction.

Section 11.4. Attorney's Fees. Each Party shall pay its own attorney's fees in any legal proceedings.

Section 11.5. Assignment. Developer understands and agrees that the Corporation expressly prohibits Developer from selling, transferring, assigning or conveying in any way any rights to receive the proceeds under this Agreement without the Corporation's prior written consent.

Section 11.6. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Corporation warrants and represents that the individual executing this Agreement on behalf of the Corporation has full authority to execute this Agreement and bind the Corporation to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

Section 11.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

Section 11.8. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 11.9. Enforcement. The City Manager or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization.

Section 11.10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Corporation's Board.

Section 11.11. Exhibits Addenda, and Attachments. All Exhibits, Addenda and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits to this Agreement include the following:

Exhibits:

Exhibit "A"	Description of the proposed Retail Store.
Exhibit "B"	Unimproved Commercial Property Contract.

Section 11.12. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, 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.

Section 11.13. Gender. The gender of the wording throughout this Agreement shall always be interpreted to mean either sex; and, where the context requires, the plural of any word shall include the singular.

Section 11.14. Immunities and defenses.

- (a) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the Corporation with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (b) No officer of the Corporation, employee of City, or any Board Member or councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 11.15. Mutual Assistance. The Corporation and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 11.16. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section. 11.17. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Primax Properties LLC
 1100 East Morehead Street
 Charlotte, North Carolina, 28204
 Telephone: (704) 344-8200
 Facsimile: (704) 344-8288

CORPORATION Burnet Economic Development Corporation
 % City Manager
 City of Burnet
 P.O. Box 1369
 1001 Buchanan Drive, Suite 4

Burnet, Texas 78611
Telephone: (512) 715-3208
Facsimile: (512) 756-8560

Section 11.18. Remedies. The Corporation's remedies for Developer's failure to comply with any obligation set forth in this Agreement are prescribed and limited to the remedies set forth under article nine herein. The Developer's remedies for Corporation's failure to comply with any obligation set forth in this Agreement are prescribed and limited to the remedies set forth under this section. Such remedies shall be limited to the enforcement of this Agreement by bringing an action for specific performance. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COST OF COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT.

Section 11.19. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 11.20. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 11.21. Undocumented Workers. Developer covenants and certifies that it does not and will not knowingly employ any undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Developer is convicted of a violation occurring under 8 U.S.D. Section 1324A(F), Developer shall repay to the Corporation the full amount of the Reimbursement made under this Agreement, plus ten percent (10%) per annum penalty fee from the date the payment was made. Repayment shall be paid within one hundred twenty (120) days after Developer receives written notice of violation from the Corporation.

Section 11.22. Venue. All obligations of the parties created hereunder are performable in Burnet County, Texas; and, therefore, any action arising under this Agreement shall lie in a court of competent jurisdiction in said county.

Section 11.23. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to

Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

Remainder of this page intentionally left blank. Signatures follow on the next page.
EXECUTED to be effective as of the date first stated above.

BURNET ECONOMIC DEVELOPMENT CORPORATION:

By: _____
Cary Johnson, President

ATTEST:

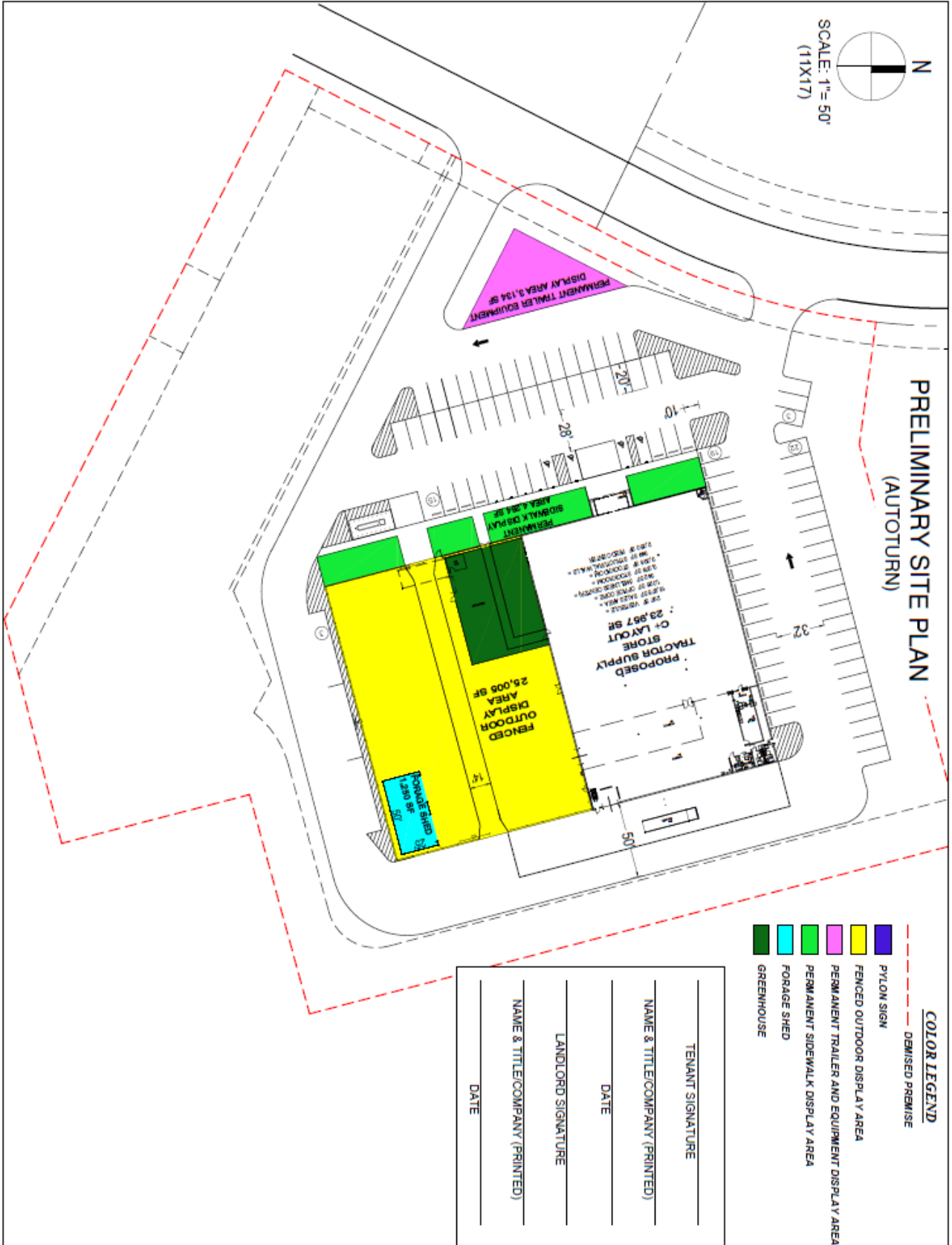
By: _____
Kelly Dix, secretary

DEVELOPER: PRIMAX PROPERTIES, LLC

By: _____
Phil Lanning, President

Exhibit "A"
Description of the Proposed Retail Store

Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company



Initials: BEDC: _____ Developer: _____

Exhibit "B"
Unimproved Commercial Property Contract

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are the Burnet Economic Development Corporation, located in Burnet County, Texas (hereinafter called “Seller”), a Texas non-profit corporation incorporated under the Development Corporation Act and the Texas Non-Profit Corporation Act, and PRIMAX PROPERTIES, LLC, a NORTH CAROLINA LIMITED LIABILITY COMPANY (hereinafter called “Buyer”). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Approximately 5.75 acres lying within the corporate limits of the City of Burnet, Burnet County Texas and being part of existing **Lot 7-F** of the **Replat of Lot No. 7-C, Eastside Commercial Park Subdivision** recorded as Document No. 201902804 on March 22, 2019, in the Public Records of Burnet County Texas, and depicted on the concept plan attached hereto as **Exhibit “A”** together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: claims, permits, strips and gores, easements, and cooperative or association memberships; save and except water rights, which shall be reserved by Seller. The description of the Property in this section shall be replaced in the Special Warranty Deed with the legal description of the Property as shown on Seller’s replat of Lot 7-F prior to Closing.
3. **SALES PRICE:** Eight-hundred-seventy-six-thousand-six-hundred-forty-five Dollars and 00/100 Cents (\$876,645.00) (hereinafter the “Purchase Price”). Notwithstanding the forgoing the Parties agree that the Purchase Price has been premised on the assumption that the Property totals 250,470 square feet and the per square foot price of Three Dollars and Fifty Cents (\$3.50). Should the Surveyed total square footage increase or decrease the Purchase Price shall be adjusted higher or lower to reflect the product of the surveyed square footage multiplied by the per square foot price. As further discussed in the “Special Conditions” section below, as part of the consideration for Seller’s offering the Property for the Sales Price is Buyer’s commitment to construct and operate a Tractor Supply Company retail store on the Property.
4. **EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit: Five Thousand Dollars and 00/100 Cents (\$5,000.00) as Earnest Money with Attorney’s Abstract Title Company, Attn: Lisa Campbell, 117 E. Jackson Street, Burnet TX 78611. If Buyer fails to deposit the Earnest Money within three (3) days of Sellers delivery of this fully executed contract, Seller’s offer to sell the Property shall be withdrawn, this Agreement shall not be effective, and the Escrow Agent shall not accept the late deposit of the Earnest Money.
5. **TITLE POLICY; SURVEY AND SELLERS DELIVERABLES:**
 - A. **TITLE POLICY:** At closing Seller shall, at its sole costs, provide an Owner’s Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter.
 - B. **COMMITMENT:** Seller shall, within twenty (20) days of the Effective Date, provide to Buyer a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the

condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this contract.

- C. SURVEY: Seller shall, within twenty (20) days of the Effective Date at its sole costs, obtain an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category required by Title Company.
- D. OBJECTIONS: Buyer shall have thirty (30) days after the later of Buyer’s receipt of the Title Commitment or a copy of the Survey (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.
- E. TITLE NOTICES:
- i. ABSTRACT OR TITLE POLICY: Buyer is advised to have the Title Policy Commitment reviewed by an attorney of Buyer’s choice due to the time limitations on Buyer’s right to object.
 - ii. MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is subject to mandatory membership in a property owners association(s). Reference is made to that certain document entitled “*Declaration of Covenants, Conditions and Restrictions*” recorded as Document No. 202206551 in the Public Records of Burnet County, Texas.
 - iii. STATUTORY TAX DISTRICTS: The Property is not situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, as those terms are reference in Texas Water Code Chapter 49.
 - iv. TIDE WATERS: The Property does not abut tidally influenced waters of the state, as such term is referenced in Texas Natural Resources Code §33.135.

- v. ANNEXATION: The Property is located within the corporate limits of Burnet, Burnet County, Texas.
 - vi. PROPERTY LOCATED IN A CERTIFIED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The Property's water and sewer service is provided by the City of Burnet and Buyer agrees to inquiry with the City regarding any conditions of service.
 - vii. PUBLIC IMPROVEMENT DISTRICT: The Property is not in a Public Improvement District, as term is referenced in the Texas Property Code §5.014.
 - viii. TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The property is not located in a Texas Agricultural District.
 - ix. TRANSFER FEES: The Property is not subject to a private transfer fee obligation as such term is referenced in Texas Property Code §5.205.
 - x. PROPANE GAS SYSTEM SERVICE AREA: The Property is not located in a propane gas system service area owned by a distribution system retailer, as such term is referenced in Texas Utilities Code §141.010.
- F. SELLER'S DELIVERABLES. Seller shall, within twenty (20) days of the Effective Date at its sole costs, provide to Buyer all existing environmental and engineering reports in Seller's possession, if any (collectively "Seller's Deliveries"). Buyer acknowledges and agrees that neither Seller nor any of Seller's attorneys, consultants or contractors have made any representation or warranty regarding the truth or accuracy of any of the Seller's Deliveries. Seller has not undertaken any independent investigation as to the truth, completeness, or accuracy thereof, except as expressly provided for in this Contract. The furnishing of the Seller's Deliveries and any other materials, documents, reports, or agreements shall not be interpreted in and of itself as a representation or warranty of any type or kind by Seller or any other party related in any way to any of the foregoing. The Seller's Deliveries may not be relied upon by Purchaser or any other party for any purpose. Buyer is advised and encouraged to conduct its own independent investigation of the matters within the scope of the Seller's Deliveries. Except for Buyer's consultants engaged to evaluate the feasibility of the Property for Buyer's intended purpose, Buyer shall not disclose Seller's deliverables to any third party. Moreover, should this Contract terminate without closing, Buyer shall return Seller's Deliverables to Seller within ten (10) days of such termination.
- G. DELIVERY DELAY. Notwithstanding any provision to the contrary, for each day delivery of the Title Commitment, Survey, or Seller's Deliverables is delayed beyond the 20th day after the Effective Date, a day shall be added to the Feasibility Period. This remedy shall run concurrently so that for example if there is a one-day delay in delivery of both the Title Commitment and the Survey only one day shall be added to the Feasibility Period.
6. **FEASIBILITY:**
- A. FEASIBILITY PERIOD: Buyer's Feasibility Period shall begin on the Effective Date and shall end upon the later of either: (i) one hundred fifty (150) days after the

Effective Date; or (ii) ten (10) days after the date the new plat of the Property is recorded by Seller.

- B. BUYER'S RIGHT TO TERMINATE DURING FEASIBILITY PERIOD: During the Feasibility Period Buyer may, at its sole discretion, terminate this Contract, for any reason; and, should Buyer timely exercise its right to terminate, as evidenced by written notification to Seller then neither Party shall have any further obligation to the other under this Contract. If Buyer terminates this contract before the end of the Feasibility Period, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five (5) days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

7. **PROPERTY CONDITION:**

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer who is permitted by law to make inspections. **NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

i. Buyer's Indemnity and Release of Seller

- a. Indemnity. To the fullest extent authorized by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. Release. Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer (Grantee) accepts the Property "As Is" as more particularly described in Seller's (Grantor's) disclaimer regarding Representations and Warranties set out in bold capital letters below and which shall be made part of the Deed.

"GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY, NEITHER GRANTOR, NOR ANY OF GRANTOR'S EMPLOYEES OFFICERS, MEMBERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND/OR

AGENTS (COLLECTIVELY THE "SELLER RELATED PARTIES") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. MOREOVER, EXCEPT AS SET FORTH IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY AND THIS DEED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY OTHER USE, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY GRANTOR WITH LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS."

- C. COMPLETION OF REPAIRS: As the Property is unimproved this Paragraph is not applicable.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by the Texas Bar, or approved by the parties, should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
 - i. any flooding of the Property which has had a material adverse effect on the use of the Property;
 - ii. any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - iii. any environmental hazards that materially and adversely affect the Property;
 - iv. any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - v. any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - vi. any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** Neither Buyer nor Seller has engaged a Broker in regard to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not.
9. **CLOSING:**
- A. **DATE:** The closing of the sale shall occur at a mutually agreed time and date within thirty (30) days after the later of: (i) expiration of the Feasibility Period or (ii) Buyer receives a building permit from the City of Burnet for the construction of a Tractor Supply Company retail store.
- B. **OBLIGATIONS:** At closing:
- i. Seller shall execute and deliver a special warranty deed, in substantial conformance with **Exhibit "B"**, conveying title to the Property to Buyer and showing only the Permitted Exceptions, and shall furnish tax statements or certificates showing no delinquent taxes on the Property.
 - ii. Buyer shall deliver for escrow the balance of the Sales Price.
 - iii. Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale.
 - vi. The Property will be conveyed to Buyer free and clear of any liens, assessments, or security interests against the Property, but subject to the Permitted Exceptions listed in the Title Commitment.
 - vii. Seller will, at Seller's sole cost, cause the Title Company to issue an owner's title policy in favor of Buyer in the amount of the Purchase Price, insuring Buyer's good and indefeasible title to the Property, subject only to the Permitted Exceptions.
- C. **COOPERATION:** Each Party agrees to cooperate with the other and take those actions and execute such ancillary documents as may reasonably be necessary to facilitate the Closing. Additionally, Seller agrees, to the extent reasonably necessary and without incurring any costs whatsoever, to cooperate with Buyer's efforts to effectuate this closing as a "like kind" exchange under applicable provisions of the Internal Revenue Code.
10. **POSSESSION:**
- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing.
- B. **LEASES:**
- i. After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - ii. As of the effective date the Property is not subject to any lease agreements.
11. **SPECIAL PROVISIONS:**

Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

- A. **PLAT & ZONING REQUIREMENT.** The Property's current zoning classification is Commercial "C-3", zoning that allows Buyer's intended use including outside storage/display by right. The Property shall be delivered by Seller to Buyer at closing as a platted subdivision lot with water and sanitary sewer utilities available at the property line. Buyer shall be responsible for payment of applicable utility impact, tap and connection fees. Buyer shall be responsible to comply with the City of Burnet's storm water detention and water quality regulations.
- B. **ACCESS.** The Property shall have vehicular access to the public road system via Richard Sanders Parkway.
- C. **RESERVATIONS.** The Special Warranty Deed shall reserve from conveyance and warranty "water rights" conveyed to the City of Burnet, by that certain Water Deed recorded as Document No. 202304450 in the Public Records of Burnet County, Texas.
- D. **APPROVALS.** The Execution of this contract on behalf of Seller has been authorized by the Burnet Economic Development Corporation Board of Directors; and by the Seller's Board of Directors.
- E. **ASSIGNMENT.** As a municipal economic development corporation, Seller's purpose in the acquisition, improvement and offer to sell the Property is to enhance business and industrial development within the City of Burnet. Moreover, Seller's purpose for selling the Property to the Buyer at the Sales Price amount is to facilitate the construction and operation of a Tractor Supply Company retail store on the Property. Therefore, the assignment of this Contract by Buyer to any entity other than an affiliate is prohibited without the expressed approval of Seller's Board of Directors.
- F. **LICENSE HOLDER DISCLOSURE.** Intentionally left blank.
- G. **BUILDING PERMIT.** Seller has agreed to sell the Property for the Purchase Price in consideration of Buyer's commitment to construct and operate a Tractor Supply Company retail store on the Property. Notwithstanding any provision herein to the contrary the Parties understand and agree that this transaction shall not Close until the Buyer receives a building permit for the construction of a Tractor Supply Company retail store from the City of Burnet, Texas.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - i. Expenses payable by Seller (Seller's Expenses): Release of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half (1/2) of the costs of the escrow officer's fees; premium for Title Policy; Seller's prorated portion of Ad Valorem taxes; Seller's attorney fees and consultant fees; and other expenses payable by Seller under this contract.
 - ii. Expenses payable by Buyer (Buyer's Expenses): Premium for shortage of area endorsement or other endorsements that are not included in the Owner's Policy; one-half (1/2) of the costs of the escrow officer's fees; Buyer's prorated portion of Ad Valorem taxes and special governmental assessments; courier fee; Buyer's attorney fees and consultant fees; and other expenses payable by Buyer under this contract.

13. **PRORATIONS AND ROLLBACK TAXES:**
- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proration when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
 - B. **ROLLBACK TAXES:** Property is not subject to the possible assessment of rollback taxes.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to fifteen (15) days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the States of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** Each party shall pay its own legal fees in any legal proceeding.
18. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate, and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** This Paragraph is not applicable as Seller is not a "foreign person," as defined by applicable law.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:

To Seller at:

BURNET ECONOMIC DEVELOPMENT CORPORATION

% City Manager

P.O. Box 1369

Burnet, Texas 78611

Telephone: (512) 715-3208

Facsimile: (512) 756-8560

E-mail: dvaughn@cityofburnet.com

To Buyer at:

Primax Properties, LLC

1100 East Morehead Street

Charlotte, North Carolina 28204

Attention: Marie McLucas

Telephone: (704) 344-8200

Facsimile: (704) 344-8288

22. **AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Exhibits which are a part of this Contract are:
- A. EXHIBIT "A": The Concept Plan.
 - C. EXHIBIT "B": Form of Special Warranty deed.
23. **CONSULT AN ATTORNEY BEFORE SIGNING.** Buyer is advised to consult with an attorney of Buyer's choice should Buyer questions about this Contract or any matter related to this Contract.

Signature pages to follow:

EXECUTED the _____ day of _____, 2023. (EFFECTIVE DATE.)

SELLER
BURNET ECONOMIC DEVELOPMENT
CORPORATION, a Texas development
corporation,

By: _____
Cary Johnson, President

BUYER
PRIMAX PROPERTIES, LLC

By: _____
Phil Lanning, President

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$5,000.00 Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Lisa Campbell, Attorney's Abstract Title Company

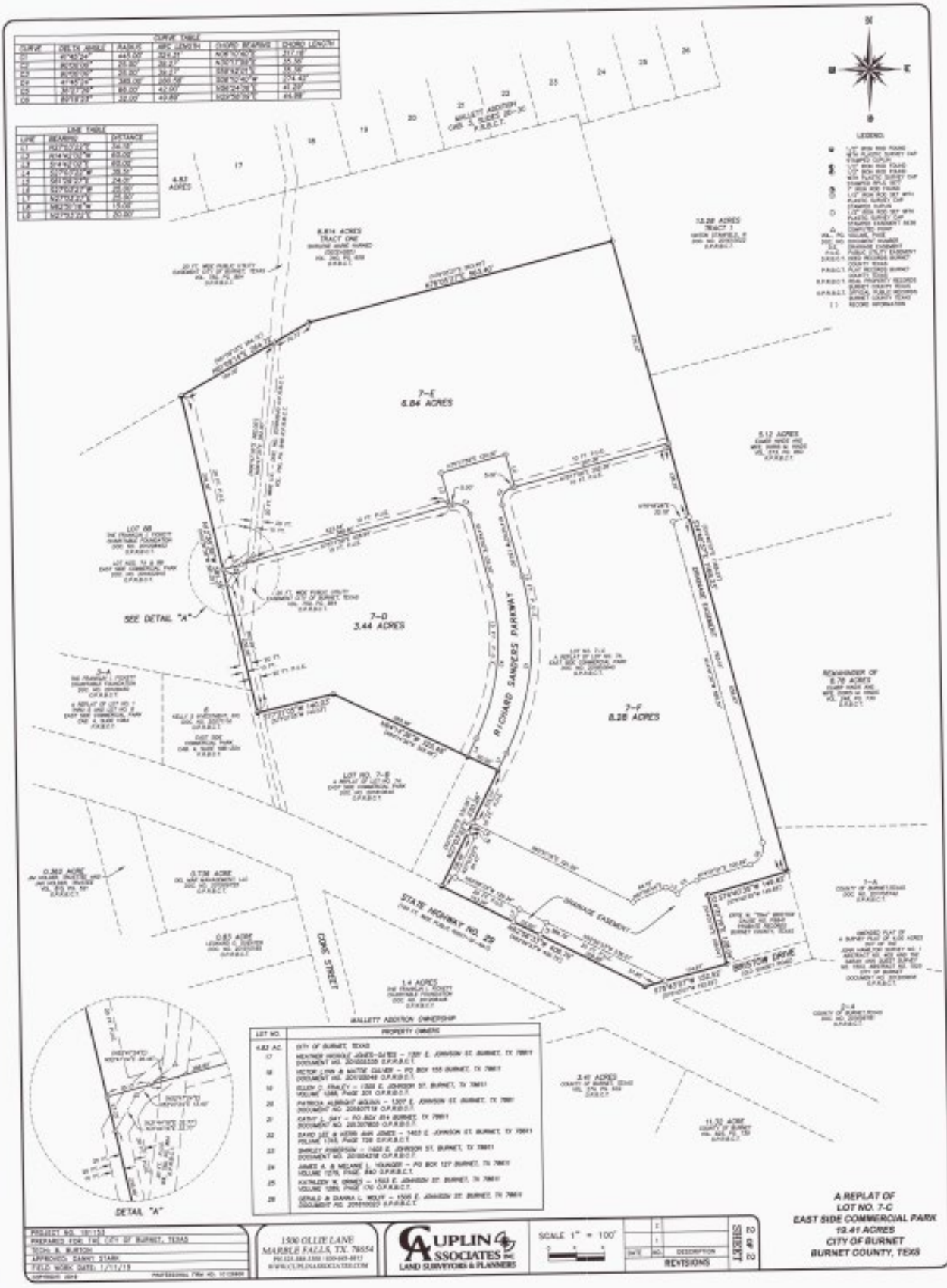
Date: _____, 2023

By: _____

Attorney's Abstract Title Company
117 E. Jackson Street,
Burnet, TX 78611.

**EXHIBIT A
CONCEPT PLAN**

Performance Agreement



Initials: BEDC: _____ Developer: _____

EXHIBIT B
FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

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

DATE: _____, 2023

GRANTOR: **BURNET ECONOMIC DEVELOPMENT CORPORATION**

GRANTOR’S MAILING ADDRESS: **1001 BUCHANAN DRIVE, SUITE 4
BURNET, BURNET COUNTY, TEXAS 78611**

GRANTEE:

GRANTEE’S MAILING ADDRESS:

CONSIDERATION: Ten dollars cash in hand received and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS): The legal description shall be added upon recordation of the replat creating the 5.75 acre lot.

RESERVATION FROM CONVEYANCE AND WARRANTY: All “water rights” conveyed to the City of Burnet, by that certain Water Deed recorded as Document No. 202304450 in the Public Records of Burnet County, Texas.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: Those matters set out in Schedule B of the Title Commitment as more fully described in **Exhibit “B,”** attached hereto and incorporated herein for all purposes; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenance thereto in any wise belonging, **to have and hold** it to Grantee, Grantee’s heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor’s heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee’s heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by through and under it but not otherwise.

GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY, NEITHER GRANTOR, NOR ANY OF GRANTOR'S EMPLOYEES OFFICERS, MEMBERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS (COLLECTIVELY THE "SELLER RELATED PARTIES") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. MOREOVER, EXCEPT AS SET FORTH IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY AND THIS DEED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY OTHER USE, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY GRANTOR WITH LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS.

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

Signature pages to follow.

Performance Agreement

To be effective as of the date set out above.

GRANTOR

**BURNET ECONOMIC
DEVELOPMENT CORPORATION**

Cary Johnson, President

**STATE OF TEXAS §
COUNTY OF BURNET §**

This instrument was acknowledged before me on the _____ day of _____, 2023, by Cary Johnson, president of the Burnet Economic Development Corporation, on behalf of said corporation.

NOTARY PUBLIC, THE STATE OF TEXAS

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are the Burnet Economic Development Corporation, located in Burnet County, Texas (hereinafter called “Seller”), a Texas non-profit corporation incorporated under the Development Corporation Act and the Texas Non-Profit Corporation Act, and PRIMAX PROPERTIES, LLC, a NORTH CAROLINA LIMITED LIABILITY COMPANY (hereinafter called “Buyer”). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Approximately 5.75 acres lying within the corporate limits of the City of Burnet, Burnet County Texas and being part of existing **Lot 7-F** of the **Replat of Lot No. 7-C, Eastside Commercial Park Subdivision** recorded as Document No. 201902804 on March 22, 2019, in the Public Records of Burnet County Texas, and depicted on the concept plan attached hereto as **Exhibit “A”** together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: claims, permits, strips and gores, easements, and cooperative or association memberships; save and except water rights, which shall be reserved by Seller. The description of the Property in this section shall be replaced in the Special Warranty Deed with the legal description of the Property as shown on Seller’s replat of Lot 7-F prior to Closing.
3. **SALES PRICE:** Eight-hundred-seventy-six-thousand-six-hundred-forty-five Dollars and 00/100 Cents (\$876,645.00) (hereinafter the “Purchase Price”). Notwithstanding the forgoing the Parties agree that the Purchase Price has been premised on the assumption that the Property totals 250,470 square feet and the per square foot price of Three Dollars and Fifty Cents (\$3.50). Should the Surveyed total square footage increase or decrease the Purchase Price shall be adjusted higher or lower to reflect the product of the surveyed square footage multiplied by the per square foot price. As further discussed in the “Special Conditions” section below, as part of the consideration for Seller’s offering the Property for the Sales Price is Buyer’s commitment to construct and operate a Tractor Supply Company retail store on the Property.
4. **EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit: Five Thousand Dollars and 00/100 Cents (\$5,000.00) as Earnest Money with Attorney’s Abstract Title Company, Attn: Lisa Campbell, 117 E. Jackson Street, Burnet TX 78611. If Buyer fails to deposit the Earnest Money within three (3) days of Sellers delivery of this fully executed contract, Seller’s offer to sell the Property shall be withdrawn, this Agreement shall not be effective, and the Escrow Agent shall not accept the late deposit of the Earnest Money.
5. **TITLE POLICY; SURVEY AND SELLERS DELIVERABLES:**
 - A. **TITLE POLICY:** At closing Seller shall, at its sole costs, provide an Owner’s Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter.
 - B. **COMMITMENT:** Seller shall, within twenty (20) days of the Effective Date, provide to Buyer a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the

condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this contract.

- C. SURVEY: Seller shall, within twenty (20) days of the Effective Date at its sole costs, obtain an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category required by Title Company.
- D. OBJECTIONS: Buyer shall have thirty (30) days after the later of Buyer’s receipt of the Title Commitment or a copy of the Survey (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.
- E. TITLE NOTICES:
- i. ABSTRACT OR TITLE POLICY: Buyer is advised to have the Title Policy Commitment reviewed by an attorney of Buyer’s choice due to the time limitations on Buyer’s right to object.
 - ii. MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is subject to mandatory membership in a property owners association(s). Reference is made to that certain document entitled “*Declaration of Covenants, Conditions and Restrictions*” recorded as Document No. 202206551 in the Public Records of Burnet County, Texas.
 - iii. STATUTORY TAX DISTRICTS: The Property is not situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, as those terms are reference in Texas Water Code Chapter 49.
 - iv. TIDE WATERS: The Property does not abut tidally influenced waters of the state, as such term is referenced in Texas Natural Resources Code §33.135.

- v. ANNEXATION: The Property is located within the corporate limits of Burnet, Burnet County, Texas.
 - vi. PROPERTY LOCATED IN A CERTIFIED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The Property's water and sewer service is provided by the City of Burnet and Buyer agrees to inquiry with the City regarding any conditions of service.
 - vii. PUBLIC IMPROVEMENT DISTRICT: The Property is not in a Public Improvement District, as term is referenced in the Texas Property Code §5.014.
 - viii. TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The property is not located in a Texas Agricultural District.
 - ix. TRANSFER FEES: The Property is not subject to a private transfer fee obligation as such term is referenced in Texas Property Code §5.205.
 - x. PROPANE GAS SYSTEM SERVICE AREA: The Property is not located in a propane gas system service area owned by a distribution system retailer, as such term is referenced in Texas Utilities Code §141.010.
- F. SELLER'S DELIVERABLES. Seller shall, within twenty (20) days of the Effective Date at its sole costs, provide to Buyer all existing environmental and engineering reports in Seller's possession, if any (collectively "Seller's Deliveries"). Buyer acknowledges and agrees that neither Seller nor any of Seller's attorneys, consultants or contractors have made any representation or warranty regarding the truth or accuracy of any of the Seller's Deliveries. Seller has not undertaken any independent investigation as to the truth, completeness, or accuracy thereof, except as expressly provided for in this Contract. The furnishing of the Seller's Deliveries and any other materials, documents, reports, or agreements shall not be interpreted in and of itself as a representation or warranty of any type or kind by Seller or any other party related in any way to any of the foregoing. The Seller's Deliveries may not be relied upon by Purchaser or any other party for any purpose. Buyer is advised and encouraged to conduct its own independent investigation of the matters within the scope of the Seller's Deliveries. Except for Buyer's consultants engaged to evaluate the feasibility of the Property for Buyer's intended purpose, Buyer shall not disclose Seller's deliverables to any third party. Moreover, should this Contract terminate without closing, Buyer shall return Seller's Deliverables to Seller within ten (10) days of such termination.
- G. DELIVERY DELAY. Notwithstanding any provision to the contrary, for each day delivery of the Title Commitment, Survey, or Seller's Deliverables is delayed beyond the 20th day after the Effective Date, a day shall be added to the Feasibility Period. This remedy shall run concurrently so that for example if there is a one-day delay in delivery of both the Title Commitment and the Survey only one day shall be added to the Feasibility Period.
6. **FEASIBILITY:**
- A. FEASIBILITY PERIOD: Buyer's Feasibility Period shall begin on the Effective Date and shall end upon the later of either: (i) one hundred fifty (150) days after the

Effective Date; or (ii) ten (10) days after the date the new plat of the Property is recorded by Seller.

- B. BUYER'S RIGHT TO TERMINATE DURING FEASIBILITY PERIOD: During the Feasibility Period Buyer may, at its sole discretion, terminate this Contract, for any reason; and, should Buyer timely exercise its right to terminate, as evidenced by written notification to Seller then neither Party shall have any further obligation to the other under this Contract. If Buyer terminates this contract before the end of the Feasibility Period, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five (5) days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

7. **PROPERTY CONDITION:**

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer who is permitted by law to make inspections. **NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

i. Buyer's Indemnity and Release of Seller

- a. Indemnity. To the fullest extent authorized by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. Release. Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer (Grantee) accepts the Property "As Is" as more particularly described in Seller's (Grantor's) disclaimer regarding Representations and Warranties set out in bold capital letters below and which shall be made part of the Deed.

"GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY, NEITHER GRANTOR, NOR ANY OF GRANTOR'S EMPLOYEES OFFICERS, MEMBERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND/OR

AGENTS (COLLECTIVELY THE "SELLER RELATED PARTIES") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. MOREOVER, EXCEPT AS SET FORTH IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY AND THIS DEED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY OTHER USE, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY GRANTOR WITH LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS."

- C. COMPLETION OF REPAIRS: As the Property is unimproved this Paragraph is not applicable.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by the Texas Bar, or approved by the parties, should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
 - i. any flooding of the Property which has had a material adverse effect on the use of the Property;
 - ii. any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - iii. any environmental hazards that materially and adversely affect the Property;
 - iv. any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - v. any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - vi. any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** Neither Buyer nor Seller has engaged a Broker in regard to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not.
9. **CLOSING:**
- A. **DATE:** The closing of the sale shall occur at a mutually agreed time and date within thirty (30) days after the later of: (i) expiration of the Feasibility Period or (ii) Buyer receives a building permit from the City of Burnet for the construction of a Tractor Supply Company retail store.
- B. **OBLIGATIONS:** At closing:
- i. Seller shall execute and deliver a special warranty deed, in substantial conformance with **Exhibit "B"**, conveying title to the Property to Buyer and showing only the Permitted Exceptions, and shall furnish tax statements or certificates showing no delinquent taxes on the Property.
 - ii. Buyer shall deliver for escrow the balance of the Sales Price.
 - iii. Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale.
 - vi. The Property will be conveyed to Buyer free and clear of any liens, assessments, or security interests against the Property, but subject to the Permitted Exceptions listed in the Title Commitment.
 - vii. Seller will, at Seller's sole cost, cause the Title Company to issue an owner's title policy in favor of Buyer in the amount of the Purchase Price, insuring Buyer's good and indefeasible title to the Property, subject only to the Permitted Exceptions.
- C. **COOPERATION:** Each Party agrees to cooperate with the other and take those actions and execute such ancillary documents as may reasonably be necessary to facilitate the Closing. Additionally, Seller agrees, to the extent reasonably necessary and without incurring any costs whatsoever, to cooperate with Buyer's efforts to effectuate this closing as a "like kind" exchange under applicable provisions of the Internal Revenue Code.
10. **POSSESSION:**
- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing.
- B. **LEASES:**
- i. After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - ii. As of the effective date the Property is not subject to any lease agreements.
11. **SPECIAL PROVISIONS:**

Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

- A. **PLAT & ZONING REQUIREMENT.** The Property's current zoning classification is Commercial "C-3", zoning that allows Buyer's intended use including outside storage/display by right. The Property shall be delivered by Seller to Buyer at closing as a platted subdivision lot with water and sanitary sewer utilities available at the property line. Buyer shall be responsible for payment of applicable utility impact, tap and connection fees. Buyer shall be responsible to comply with the City of Burnet's storm water detention and water quality regulations.
- B. **ACCESS.** The Property shall have vehicular access to the public road system via Richard Sanders Parkway.
- C. **RESERVATIONS.** The Special Warranty Deed shall reserve from conveyance and warranty "water rights" conveyed to the City of Burnet, by that certain Water Deed recorded as Document No. 202304450 in the Public Records of Burnet County, Texas.
- D. **APPROVALS.** The Execution of this contract on behalf of Seller has been authorized by the Burnet Economic Development Corporation Board of Directors; and by the Seller's Board of Directors.
- E. **ASSIGNMENT.** As a municipal economic development corporation, Seller's purpose in the acquisition, improvement and offer to sell the Property is to enhance business and industrial development within the City of Burnet. Moreover, Seller's purpose for selling the Property to the Buyer at the Sales Price amount is to facilitate the construction and operation of a Tractor Supply Company retail store on the Property. Therefore, the assignment of this Contract by Buyer to any entity other than an affiliate is prohibited without the expressed approval of Seller's Board of Directors.
- F. **LICENSE HOLDER DISCLOSURE.** Intentionally left blank.
- G. **BUILDING PERMIT.** Seller has agreed to sell the Property for the Purchase Price in consideration of Buyer's commitment to construct and operate a Tractor Supply Company retail store on the Property. Notwithstanding any provision herein to the contrary the Parties understand and agree that this transaction shall not Close until the Buyer receives a building permit for the construction of a Tractor Supply Company retail store from the City of Burnet, Texas.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - i. Expenses payable by Seller (Seller's Expenses): Release of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half (1/2) of the costs of the escrow officer's fees; premium for Title Policy; Seller's prorated portion of Ad Valorem taxes; Seller's attorney fees and consultant fees; and other expenses payable by Seller under this contract.
 - ii. Expenses payable by Buyer (Buyer's Expenses): Premium for shortage of area endorsement or other endorsements that are not included in the Owner's Policy; one-half (1/2) of the costs of the escrow officer's fees; Buyer's prorated portion of Ad Valorem taxes and special governmental assessments; courier fee; Buyer's attorney fees and consultant fees; and other expenses payable by Buyer under this contract.

13. **PRORATIONS AND ROLLBACK TAXES:**
- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proration when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
 - B. **ROLLBACK TAXES:** Property is not subject to the possible assessment of rollback taxes.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to fifteen (15) days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the States of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** Each party shall pay its own legal fees in any legal proceeding.
18. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate, and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** This Paragraph is not applicable as Seller is not a "foreign person," as defined by applicable law.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:

To Seller at:

BURNET ECONOMIC DEVELOPMENT CORPORATION

% City Manager

P.O. Box 1369

Burnet, Texas 78611

Telephone: (512) 715-3208

Facsimile: (512) 756-8560

E-mail: dvaughn@cityofburnet.com

To Buyer at:

Primax Properties, LLC

1100 East Morehead Street

Charlotte, North Carolina 28204

Attention: Marie McLucas

Telephone: (704) 344-8200

Facsimile: (704) 344-8288

22. **AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Exhibits which are a part of this Contract are:
- A. EXHIBIT "A": The Concept Plan.
 - C. EXHIBIT "B": Form of Special Warranty deed.
23. **CONSULT AN ATTORNEY BEFORE SIGNING.** Buyer is advised to consult with an attorney of Buyer's choice should Buyer questions about this Contract or any matter related to this Contract.

Signature pages to follow:

Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

EXECUTED the _____ day of _____, 2023. (EFFECTIVE DATE.)

SELLER
BURNET ECONOMIC DEVELOPMENT
CORPORATION, a Texas development
corporation,

By: _____
Cary Johnson, President

BUYER
PRIMAX PROPERTIES, LLC

By: _____
Phil Lanning, President

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$5,000.00 Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Lisa Campbell, Attorney's Abstract Title Company

Date: _____, 2023

By: _____

Attorney's Abstract Title Company
117 E. Jackson Street,
Burnet, TX 78611.

Exhibit: Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

**EXHIBIT A
CONCEPT PLAN**

Exhibit: Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

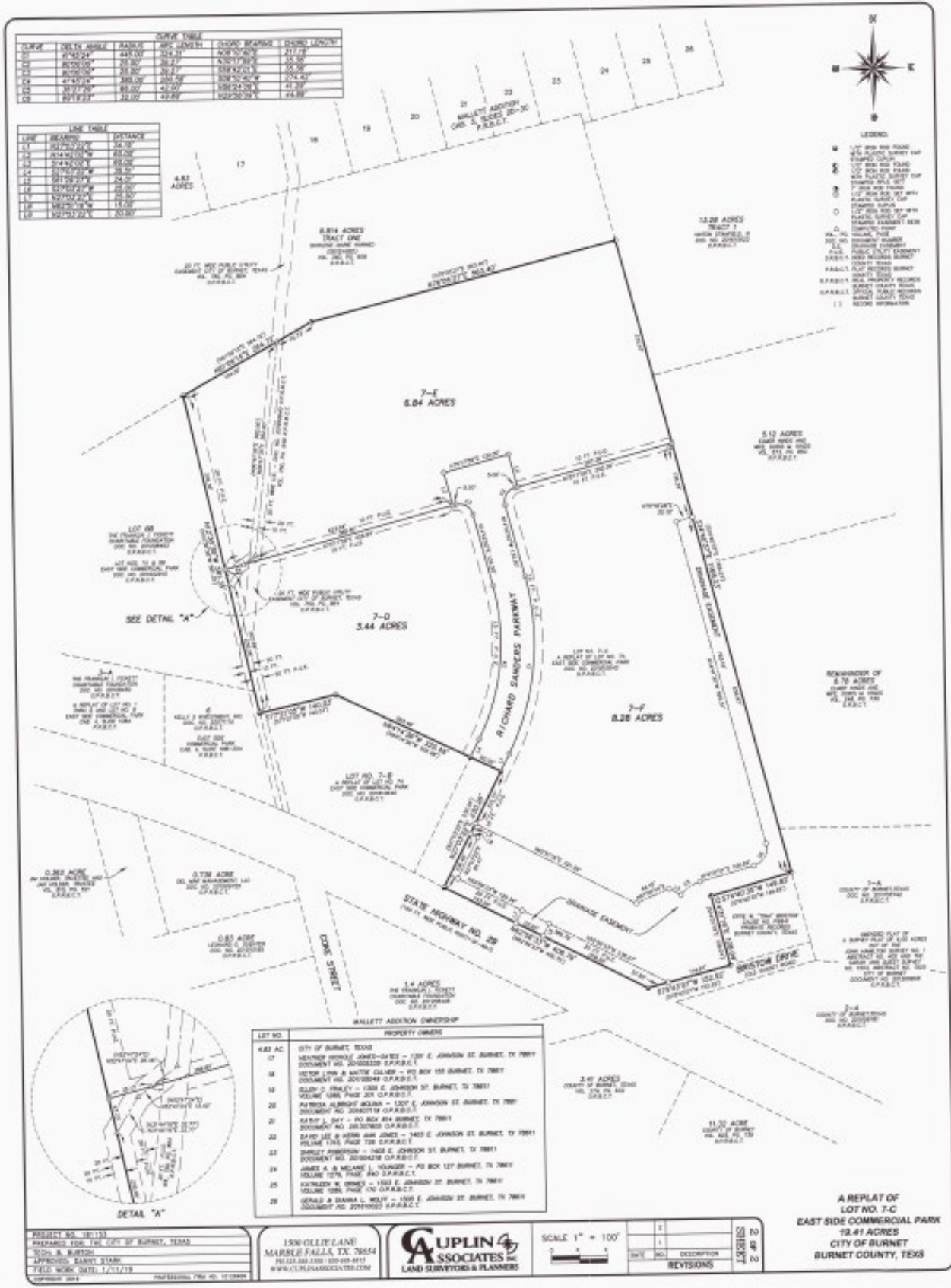


Exhibit: Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

STATE OF TEXAS §

§

COUNTY OF BURNET §

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

DATE: _____, 2023

GRANTOR: BURNET ECONOMIC DEVELOPMENT CORPORATION

GRANTOR'S MAILING ADDRESS: 1001 BUCHANAN DRIVE, SUITE 4
BURNET, BURNET COUNTY, TEXAS 78611

GRANTEE:

GRANTEE'S MAILING ADDRESS:

CONSIDERATION: Ten dollars cash in hand received and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS): The legal description shall be added upon recordation of the replat creating the 5.75 acre lot.

RESERVATION FROM CONVEYANCE AND WARRANTY: All "water rights" conveyed to the City of Burnet, by that certain Water Deed recorded as Document No. 202304450 in the Public Records of Burnet County, Texas.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: Those matters set out in Schedule B of the Title Commitment as more fully described in **Exhibit "B,"** attached hereto and incorporated herein for all purposes; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenance thereto in any wise belonging, **to have and hold** it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to

Exhibit: Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by through and under it but not otherwise.

GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY, NEITHER GRANTOR, NOR ANY OF GRANTOR'S EMPLOYEES OFFICERS, MEMBERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS (COLLECTIVELY THE "SELLER RELATED PARTIES") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. MOREOVER, EXCEPT AS SET FORTH IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY AND THIS DEED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY OTHER USE, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY GRANTOR WITH LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS.

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

Signature pages to follow.

Exhibit: Unimproved Property Contract Concerning the Eastside Commercial Park-Tractor Supply Company

To be effective as of the date set out above.

GRANTOR

**BURNET ECONOMIC
DEVELOPMENT CORPORATION**

Cary Johnson, President

**STATE OF TEXAS §
COUNTY OF BURNET §**

This instrument was acknowledged before me on the _____ day of _____, 2023, by Cary Johnson, president of the Burnet Economic Development Corporation, on behalf of said corporation.

NOTARY PUBLIC, THE STATE OF TEXAS