



Megan Schumann <mschumann@burnetcountytexas.org>

Agenda Request

1 message

Megan Schumann <mschumann@burnetcountytexas.org>

Thu, Aug 22, 2024 at 9:45 AM

To: Stephanie McCormick <smccormick@burnetcountytexas.org>, James Oakley <joakley@burnetcountytexas.org>, Karin Smith <ksmith@burnetcountytexas.org>

Good morning,

Could you please get the attached request on the next agenda?

Thank you,

Megan Schumann

----- Forwarded message -----

From: Eddie Arredondo <earredondo@burnetcountytexas.org>

To: "Cindy Dalrymple" <cdalrymple@burnetcountytexas.org>, "Megan Schumann" <mschumann@burnetcountytexas.org>

Cc:

Bcc:

Date: Wed, 21 Aug 2024 08:20:04 -0500

Subject: RE: FW: CDH Lease Agreement

Ms. Cindy,

Never mind, I finally got the attachment to open. It is not the same agreement I saw before but it is very similar. This version removed Eddie Shell by name and took out some provisions. This is a one-time deal for a party so I have no issue with it.

Eddie A.

From: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>**Sent:** Tuesday, August 20, 2024 5:37 PM**To:** Eddie Arredondo <earredondo@burnetcountytexas.org>; Megan Schumann <mschumann@burnetcountytexas.org>**Subject:** Fwd: FW: CDH Lease Agreement

Mr. Arredondo,

Will you please review the attached agreement for the facility use for our Employee Christmas party? They would like it to go on the next agenda. Thanks a lot, Cindy

----- Forwarded message -----

From: Karin Smith <ksmith@burnetcountytexas.org>

Date: Thu, Aug 15, 2024 at 10:10 AM

Subject: Fwd: FW: CDH Lease Agreement

To: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Fwd: FW: CDH Lease Agreement

1 message

Karin Smith <ksmith@burnetcountytexas.org>
To: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Thu, Aug 15, 2024 at 10:09 AM

----- Forwarded message -----

From: <vstafford@burnetcountytexas.org>

Date: Thu, Aug 15, 2024 at 10:08 AM

Subject: FW: CDH Lease Agreement

To: Eddie Arredondo <earredondo@burnetcountytexas.org>, Karin Smith <ksmith@burnetcountytexas.org>, James Oakley <joakley@burnetcountytexas.org>

Attached is the lease agreement for review for the Employee Appreciation Banquet that is scheduled for December 6th. I would like to get this contract on the August 27th agenda so that it can be paid in the current budget. I have already requested a PO for the purchase. If you have any questions or need anything changed, please let me know.

Thanks,

Vicinta Stafford

Burnet County Clerk

220 S. Pierce St.

Burnet, TX 78611

(512) 756-5406

vstafford@burnetcountytexas.org



LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on August 8, 2024, is between:

The Lessor is a business entity known as RODEOTOWN HOLDING COMPANY with a mailing address of 6000 N. Highway 281, Marble Falls, Texas 78654, hereinafter referred to as the "Lessor."

AND

The Lessee is a Texas governmental entity known as BURNET COUNTY, TEXAS with a mailing address of 220 S. Pierce, Burnet, Texas 78611, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

1. **DESCRIPTION OF LEASED PREMISES.** The Lessor agrees to lease to the Lessee the CADILLAC DANCE HALL located at 1375 FM 1955, Marble Falls, Texas, hereinafter referred to as the "Premises." The "Premises" shall consist of the inside of the dance hall, the porches, patios, etc. surrounding the dance hall. It does not consist of the stage where the curtains are drawn shall remain drawn on no one allowed on the stage. The congregating area known as the "Green Room" shall not be included in the "premises". The ranch house directly north of the Cadillac shall not be included in the "premises". The kitchen area is included, provided however, it shall not be a congregating area and only workers directly responsible for the event are allowed in the kitchen area.
2. **USE OF LEASED PREMISES.** The Lessor is leasing the Premises to the Lessee for the purpose of holding a dance with food, live music and patrons and the Lessee hereby agrees to lease the Premises for said use. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only.
3. **TERM OF LEASE.** This Lease shall commence for one day/night only (the "Event") on December 6, 2024, between the hours of 7:00 AM to 1:00 AM.
4. **RENT AMOUNT.** Payment shall be made by the Lessee to the Lessor in the amount of \$2500, hereinafter referred to as the "Rent". This is a one-time payment.
5. **RENT PAYMENT.** The Rent shall be paid in cash or check at least 24 hours in advance of the date of the event.
6. **EXPENSES.** Any expenses incurred in the operation of the Event shall be borne solely by the Lessee. In the event Lessor incurs any expenses directly related to the Lessee's event (vendors not being paid, cleanup, etc.), Lessee agrees to reimburse these costs to Lessor within a reasonable time.
7. **SECURITY DEPOSIT.** A security deposit shall not be required.

8. **FURNISHINGS.** The Lessor will provide tables, chairs, and any items that now exist in the kitchen area to the Lessee under this Lease. The use of the sound system on the stage is not permitted nor is it a part of this lease. With prior arrangements, the Lessee may use the house system, which exists right off the dance floor. No equipment behind the curtain is leased to the Lessee.

9. **PARKING.** Parking shall be provided for the Lessee including all parking in the field north of the facility. Neither Lessee nor its invitees shall park in the spaces or areas marked "No Parking" or "Band Parking Only," except for bona fide band members.

10. **NO SALE OF ALCOHOL.** Lessee understands that this is not a licensed location under the Texas Alcoholic Beverage Commission for the sale of alcohol of any kind. Any such beverages are permitted but "BYOB" only.

11. **MAINTENANCE.** The Lessee will leave the dance hall in a reasonably clean manner. The Lessee will be responsible for any damage to the facility.

12. **DISPUTES.** If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall engage in mediation with a mediator agreed upon by both parties in accordance with the laws in the State of Texas. If the Lessor and Lessee fail to resolve the dispute through mediation then either party may seek redress in a Court of competent jurisdiction in Burnet County, the county of mandatory venue.

13. **INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

14. **WAIVER.** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

15. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Texas.

16. **NOTICES.** Notices shall be addressed to the following:

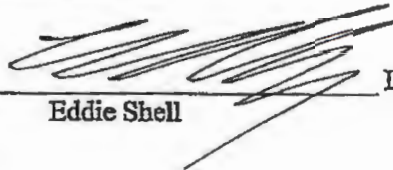
Lessor: Eddie Shell

Lessee: Burnet County

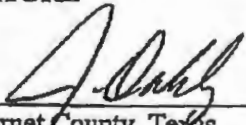
17. **SEVERABILITY.** If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make them legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

18. **BINDING EFFECT.** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature  Date 9/5/24
Eddie Shell

LESSEE SIGNATURE

Signature  Date August 27, 2024
Burnet County, Texas
By: County Judge

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 9/17/24

Requested by: Karin Smith

AGENDA ITEM(S):

Agenda request for the discussion and approval for the Second Amendment to the Contract for Emergency Medical Services between Marble Falls Area EMS, INC. and Burnet County.

Meeting Date Requested: 9/24/24

Agenda Item Approved by: _____

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

9/24
16u

Second Amendment to the Contract for Emergency Medical Services

SECOND AMENDMENT TO THE CONTRACT FOR EMERGENCY MEDICAL SERVICES BETWEEN MARBLE FALLS AREA EMS, INC. AND BURNET COUNTY

This Second Amendment ("Second Amendment") to the Contract for Emergency Medical Service entered into as of the 1st day of October 2018 (the "Agreement") between MARBLE FALLS AREA EMS, INC. ("PROVIDER"), and BURNET COUNTY ("COUNTY"), shall serve to amend the Agreement by replacing the text of the First Amendment thereto, entered into as of the 1st Day of October 2019, with the text that follows:

Amendment one. Section 13 of the Agreement is hereby amended in its entirety by replacing the existing language with the language (in *italics*) that follows:

13. COMPENSATION: *As compensation for fulfilling the duties of PROVIDER under the terms of this Contract, the COUNTY and PROVIDER agree to the following:*

For all services rendered under the term of this Contract, the COUNTY shall pay to PROVIDER the total sums (the Contract Fee) reflected in the table below. PROVIDER shall submit a monthly invoice to the County, by the 1st of each month, for each of the operational installments of the Contract Fee and the County shall pay each invoice by the 15th of each month, or as otherwise provided by applicable law.

Term		Paid to Provider Annually	Monthly Installment
Year 1	October 1, 2024, to September 30, 2025	\$466,622.52	\$38,885.21
Year 2	October 1, 2025, to September 30, 2026	\$480,621.24	\$40,051.77
Year 3	October 1, 2026, to September 30, 2027	\$495,039.84	\$41,253.32
Year 4	October 1, 2027, to September 30, 2028	\$509,891.04	\$42,490.92
Year 5	October 1, 2028, to September 30, 2029	\$525,187.80	\$43,765.65

Second Amendment to the Contract for Emergency Medical Services

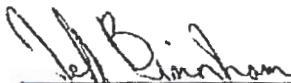
Amendment two. Section 15 of the Agreement is hereby amended in its entirety by replacing the existing language with the language (in *italics*) that follows:

(a) **TERM OF CONTRACT:** *This Contract shall become effective October 1, 2024, and unless terminated in accordance with other sections of this Contract, shall continue in full force and effect until September 30, 2029, subject to applicable law, including COUNTY'S right of non-appropriation.*

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

This Second Amendment is executed, and is to be effective, on the 24th day of September, 2024.

PROVIDER:


Jeff Bingham, President

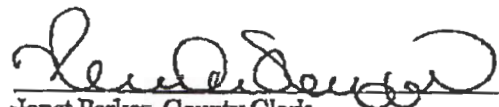
ATTEST:


Cecilia Phillips, Secretary/Treasurer

COUNTY:


James Oakley, County Judge

ATTEST:


Janet Parker, County Clerk
Victoria Stafford

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Marble Falls Area Emergency Medical Service, Inc.
Marble Falls, TX United States

Certificate Number:
2024-1213657

Date Filed:
09/12/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Burnet County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Burnet24-29
Ambulance Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Campbell, Johnny	Marble Falls, TX United States	X	
	Bingham, Jeff	Marble Falls, TX United States	X	
	Brady, Carlton	Marble Falls, TX United States	X	
	Braun, Heldemarie	Marble Falls, TX United States	X	
	Fletcher, Kathy	Marble Falls, TX United States	X	
	Ford, Jeff	Marble Falls, TX United States	X	
	Phillips, Cecilia	Marble Falls, TX United States	X	
	Richter, Robyn	Marble Falls, TX United States	X	

5 Check only if there is NO Interested Party. ☐

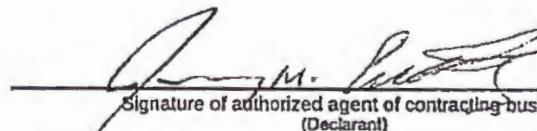
6 UNSWORN DECLARATION

My name is Johnny M. Campbell, and my date of birth is 06/07/1966.

My address is 1104 Turkey Run, Marble Falls, TX, 78654, Burnet
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burnet County, State of Texas, on the 24 day of September 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)