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February 4, 2026

Lindsey Gayoso, City Manager
Darlene Kelly, Mayor
City of Ballinger, Texas
PO Box 497
Ballinger, TX 76821

Re: Final Division of Equipment
Notice of Intent to Terminate Agreement

Dear Ms. Gayoso and Ms. Kelly:

I have been retained by the Ballinger Volunteer Fire Department (BVFD) in connection with the recent Contract/Agreement with the City of Ballinger.

The BVFD has a long history of serving the citizens of Runnels County, the City of Ballinger, and surrounding communities and desires to continue that service. After further consideration and deliberation, the BVFD believes that a complete separation of equipment and obligations with the City of Ballinger is the best way to accomplish this goal.

The aforementioned Contract/Agreement includes agreements to allow the BVFD to utilize rescue and fire suppression equipment and vehicles of the City of Ballinger outside the city limits, together with additional provisions for the maintenance and repair and use of said equipment and other costs that could be required of the BVFD. The BVFD has determined that the use of said equipment owned by the City of Ballinger and the corresponding obligations for maintenance and repair could involve continued controversy between the City of Ballinger and the BVFD that would not be productive to either party. Consequently, the BVFD does not desire to be obligated under those provisions of the current Contract/Agreement.

I have enclosed a proposed "Division of Equipment Agreement" that describes the equipment that will belong to BVFD. Upon execution of the Agreement property described therein shall be delivered to the BVFD, all other equipment shall remain with and belong to the City of Ballinger. The City of Ballinger is hereby notified that, pursuant to Part 6 of the current Contract/Agreement, the BVFD shall terminate the present Contract/Agreement upon the execution of the "Division of Equipment Agreement" and delivery of the equipment as set forth therein is completed.

This shall in effect result in a complete separation between the City of Ballinger and the BVFD. The BVFD and understands and acknowledges upon the execution of the "Division of Equipment Agreement" and termination of the current Contract/Agreement, that the fire suppression and rescue equipment owned by the City of Ballinger will not be available for use by the Volunteer Fire Department.

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I would like to meet with you within the next to discuss these matters. I do believe it would be in the best interest of both the BVFD and the City of Ballinger to complete the division of equipment as soon as possible so both the City and the BVFD will be prepared to meet the needs of the community. The BVFD also requests that said Agreement be placed on the Agenda of the March 2, 2026, City Council Meeting for final approval.

I can be reached at the phone number and email above. I look forward to resolving these final issues between the City of Ballinger and the Ballinger Volunteer Fire Department

Sincerely,

A handwritten signature in blue ink, appearing to read 'Karl W. Vancil', written in a cursive style.

Karl W. Vancil.
Attorney at Law

enc.

DIVISION OF EQUIPMENT AGREEMENT

This Agreement is entered into by the CITY OF BALLINGER and the BALLINGER VOLUNTEER FIRE DEPARTMENT, and for a good and valuable consideration, the receipt of which is hereby acknowledged, and for the further consideration of the grants, conveyances, and covenants herein set forth, said Parties acknowledge and agree as follows:

A. Factual Background & Purpose. The parties acknowledge and agree as to the following facts and purpose of Agreement:

1. **Parties.** The parties to this Agreement are:
 - a. The *City of Ballinger*, herein referred to as the "*City*," is a home rule municipality in the State of Texas.
 - b. The *Ballinger Volunteer Fire Department* (formerly the *Ballinger Fire Department*), herein referred to as "*BVFD*," is a 501c3 non-profit corporation that operates in accordance with the provisions authorized by Chapter 419 of the Texas Government Code, Subchapter D, "Volunteer Fire Fighters and Fire Departments."
2. **Prior Agreement.** The CITY and BVFD executed an Agreement titled "*Agreement Between City of Ballinger, Texas And Ballinger Volunteer Fire Department Delineating Fire Fighting services and Equipment for Use Inside and Outside The City Limits of Ballinger*" and dated effective January 1, 2026. Pursuant to Part 6 of said Agreement, the BVFD is notifying the City that said Agreement will be terminated effective as of the following the execution of this Agreement and delivery of the property to the BVFD as herein provided.
3. **Purpose.** The purpose of this Agreement is to memorialize and consummate the complete separation of the City of Ballinger and the Ballinger Volunteer Fire Department. **The parties specifically agree that upon the execution of this Agreement and completion of the transfer of property as set forth herein, the City and BVFD will have no joint or separate obligations to each other and all other prior agreements regarding the subject matter of this Agreement are hereby terminated.**
4. **Service Under Mutual Aid Agreement.** While the primary purpose and operations for fire suppression and rescue operations by BVFD is to provide said services to its designated zone as established by the West Central Council of Governments Mutual Aid Agreement with Runnels County, Texas, said zone being outside the city limits of the City of Ballinger, Texas, BVFD shall be available and shall respond to calls for service in accordance with the Mutual Aid Agreement with Runnels County, Texas, to areas not included in its designated zone, including inside the city limits and extra-jurisdictional areas of the City of Ballinger, Texas.

B. Transfer of Equipment to BVFD.

1. **Vehicles.** The following vehicles have been transferred and conveyed to BVFD by CITY and are now owned by and titled to BVFD:
 - a. Oshkosh Tanker (T11), VIN 10t2f3d08m1042382
 - b. Chevrolet 3500 (B7), VIN 1GBJ34G01F1210565
 - c. Stewart & Stevenson M1079 (B4), VIN AT005652ECFF
 - d. 1999 International Truck w/Pump (B5), VIN 1HTSDAAN8YH255279
 - e. 1995 Ford Mini-Bus, VIN 1FDKE30HxSHA03232

City shall deliver to BVFD any and all equipment that has been removed from said vehicles that are required to make said vehicles fully operational for their intended purposes, including, without limitation, all hoses, nozzles, pumps and other such equipment.

2. **Other Equipment.** The equipment listed in Schedule "A" attached hereto and made a part hereof for all purposes, shall belong to BVFD and possession of said property shall be delivered to BVFD if in the possession of City. CITY hereby grants, conveys, and relinquishes all right and interest that the CITY may have in said equipment to BVFD. BVFD grants, conveys, and relinquishes all right and interest in any equipment not transferred to BVFD. These conveyances are made without warranty of any kind, including, without limitation, warranty of title.

In addition to the equipment and property described in Schedule A, any additional equipment and property that BVFD presents receipts or other records showing additional equipment and property that belongs to BVFD shall be delivered to BVFD and shall be deemed included in the equipment conveyed by this Agreement to BVFD pursuant to this Paragraph.

D. Water Usage. City agrees that BVFD may obtain water from the City for its operations, and BVFD agrees to pay for said water at the customary rate and invoiced monthly. The foregoing notwithstanding, water used by BVFD in providing services within the city limits of City shall not be charged or invoiced to BVFD.

E. General Provisions.

1. *Texas Law - Venue.* This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in Runnels County, Texas, and venue for any judicial action to enforce or construe this Agreement shall be in Runnels County, Texas.
2. *Parties Bound.* This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
3. *Legal Construction.* In case any one or more of the provisions contained in this Agreement, for any reason, is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had never existed.
4. *Sole Agreement.* This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
5. *Effective Date of Agreement.* The effective date of this Agreement for the purpose of performance of all obligations hereunder shall be the date stated below.
6. *Authority To Execute Agreement.* The undersigned hereby represent and acknowledge that they are authorized to sign this Agreement and bind the Parties to the terms of this Agreement.

Dated Effective February ___, 2026.

CITY OF BALLINGER, TEXAS

By: _____
Lindsey Gayoso, City Manager

By: _____
Darlene, City Mayor

BALLINGER VOLUNTEER FIRE DEPARTMENT

By: _____
Gavin Lancaster, President

By: _____
Stan Maresch, Executive Board

By: _____
Chad Landers, Executive Board

By: _____
Dustin Kresta, Executive Board

By: _____
Robert Langston, Executive Board

SCHEDULE "A"
To Agreement Between
City of Ballinger and Ballinger Volunteer Fire Department
February __, 2026

PROPERTY OF BVFD

- 12 Radios and 15 Pagers
- 9 New sets of turn out gear gear
- Milwaukee cordless power tools and 12 amp batteries and chargers
- Billboard Sign and Letters
- 7 new Garmin GPS
- Rolling tool box with all included tools,
- Hydraulic Jacks
- Battery charger
- All steel purchased by or donated to BVFD ~
- Bed & Skid that came off the old B3 Brush Truck
- Gear racks purchased by BVFD
- 1-3/4 hose that purchased with grant/donation from the Rotary Club
- The 1-1/2" hose that is not used by BFD
- Any turnout equipment presently assigned to members of the BVFD ?
- Wildland hand tools and equipment ?
- Roll out skid from the old rescue van
- Water and high angle rescue equipment ^
- All documentation and training records on all BVFD members, past and present
- All wall photos, awards, memorials, and membership photos
- Newest "Sparky The Fire Dog" Costume
- All Hill Country memorabilia and equipment including voting box and gavel
- 1/2 of all of the hoses and nozzles in the fire station, including the 2" hoses.
- 1 of the Rescue tools (jaws of life spreaders and cutters) either the hydraulic or electric
- 1/2 of all cribbing, struts, air bats, halogens bars, and axes
- 1/2 of all SCBA (Air Packs and Bottles) ^
- All bottles of water that was donated to the BVFD