

NOTICE OF MEETING OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION

Notice is hereby given that a **Regular Meeting** will be held by the Burnet Economic Development Corporation (BEDC) on the **15**th **day of November, 2022** at **3:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, TX. at which time, the following subjects will be discussed, to-wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

1. CALL TO ORDER:

2. PRESENTATION:

2.1) Wedding Oak Winery update: Seth Urbanek

3. CONSENT AGENDA:

3.1) Approval of the October 18, 2022 BEDC Regular Meeting minutes.

4. ACTION ITEMS:

- 4.1) Discuss and consider action: Flights Gastro Pub request for assistance: Mike Weigel
- 4.2)_Discuss and consider action: Cost Sharing Agreement with City of Burnet for the Coke Street Realignment Project:
- 4.3) Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park.
- 4.4) Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East.
- 4.5) Discuss and consider action: BEDC/Chamber of Commerce/City of Burnet Committee update report and request for funding.
- 4.6) Discuss and consider action: Draw request for Nelson Lewis, Inc. for the parking lot at Pierce and Jackson.
- **5. EXECUTIVE SESSION:** Pursuant to Texas Government Code Chapter 551 Subchapter D the Board of Directors shall convene in executive session for the following matters:

- 5.1) Pursuant to Texas Government Code Chapter 551 Subchapter D the Board of Directors shall convene in executive session for the following matters: Deliberation regarding both: (i) commercial or financial information that the board of directors received from a business prospect that the board of directors seeks to have locate, stay, or expand in or near the City of Burnet and with which the governmental body is conducting economic development negotiations; and the offer of a financial or other incentive said business prospect.
- 5.2) The Board of Directors shall convene in executive session pursuant to Texas Government Code Sec. 551.072 to deliberate on the purchase, exchange, lease, or value of real property.

6. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

- 6.1) Discuss and consider action: Economic development negotiations and the request of financial or other incentive for Flights Gastro Pub.
- 6.2) Discuss and consider action: Regarding deliberations on the purchase, exchange, lease, or value of real property.

7. REQUESTS FROM BEDC FOR FUTURE REPORTS:

8. ADJOURN:

Dated this 10th day, of November, 2022

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Burnet Economic Development Corporation, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on November 10, 2022, at or before 5 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, C	ity Secretary	

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber 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 Board of Directors for the Burnet Economic Development Corporation 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





Meeting Date: November 15, 2022

Agenda Item: Presentation: Wedding Oak Winery Update: Mike McHenry

Background: BEDC Board Member requested an update report from

Wedding Oak Winery pertaining to growth and changes in

mangement of operations.

Information:

Fiscal Impact: None

Recommendation: To be determined by board

STATE OF TEXAS	{}
COUNTY OF BURNET	{}

On this the 18th day of October 2022, the Burnet Economic Development Corporation of the City of Burnet convened in Regular Session, at 3:00 p.m., at the Burnet City Council Chambers, 2402 S. Water Street, Burnet, with the following members present, to-wit:

Board Members: David Vaughn, Philip Thurman, Crista Goble Bromley, Wayne

Brown, Mary Jane Shanes, Brad Zehner

Absent Cary Johnson City Secretary: Kelly Dix

Guests: Adrienne Feild, Maria Gonzales, Eric Belaj, Habib Erkan, Jr., Allison McKee

<u>CALL TO ORDER</u>: The meeting was called to order by Board Vice President Wayne Brown at 3:01 p.m. and quorum was established.

CONSENT AGENDA:

Approval of the August 16, 2022 BEDC Regular Meeting minutes:

Board Member Crista Bromley moved to approve the consent agenda with corrections to the August 16, 2022 minutes as presented. Board Member David Vaughn seconded. The motion carried unanimously.

ACTION ITEMS:

<u>Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park:</u> Board Member David Vaughn reviewed the hotel study report. Mr. Vaughn informed all present that a veterinarian clinic had expressed interest in some of the property at the Crossings at 281 South Commercial Park. No action taken.

<u>Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East:</u> Pass. No action was taken

<u>Discuss and consider action: Award of Proposals for the parking lot at Pierce and Jackson Street:</u> Board Member Philip Thurman moved to approve the award of proposal to Nelson Lewis, Inc.in the amount of \$284,000.00 for the parking lot project at the corner of Pierce and Jackson Street and directed Staff to execute the contract as presented. Board Member Crista Bromley seconded. The motion carried unanimously.

<u>Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East:</u> Board Member David Vaughn updated all present on conversations with Justin Johnson pertaining to a cheer studio. Mr. Vaughn provided a proposed layout plan for the project for the boards review. No action was taken.

Discuss and consider action: Realignment of Coke Street Project:

Engineering proposal by Cuatro Consulting

Cost Sharing Agreement with City of Burnet

Board Member Philip Thurman moved to proceed with presentation to City Council proposing a partnership agreement between the Burnet Economic Development Corporation and the City of Burnet on the Coke Street Project. Board Member Mary Jane Shanes seconded. The motion carried unanimously.

REQUESTS FOR FUTURE REPORTS: None.

<u>ADJOURN</u>: There being no further business a motion to adjourn was made by Board Member Crista Bromley at 3:37 p.m., seconded by Board Member Philip Thurman. The motion carried unanimously.

ATTEST:	
	Cary Johnson, President
Kelly Dix, City Secretary	Burnet Economic Development Corporation





Meeting Date:	November 15, 2022
Agenda Item:	Executive Session: Pursuant to Texas Government Code Chapter 551 Subchapter D the Board of Directors shall convene in executive session for the following matters Deliberation regarding both: (i) commercial or financial information that the board of directors received from a business prospect that the board of directors seeks to have locate, stay, or expand in or near the City of Burnet and with which the governmental body is conducting economic development negotiations; and the offer of a financial or othe incentive said business prospect.
Background:	
Information:	
Fiscal Impact:	

To be determined by the board.

Recommendation:





Meeting Date: November 15, 2022

Agenda Item: Discuss and consider action: Flights Gastro Pub request for

assistance: Mike Weigel

Background: Mike Weigal is the owner of Flights Gastro Pub that is a new

business located on the downtown square on the corner of Jackson and Main Street. Flights is currently in the first phases

of re-construction of the historical building.

Information: To be presented to the Board of Directors at the meeting by

Mr. Weigel

Fiscal Impact: To be determined

Recommendation: To be determined by board





Meeting Date: November 15, 2022

Agenda Item: Discuss and consider action: Cost Sharing Agreement with

City of Burnet for the Coke Street Realignment Project.

Background: The BEDC board of directors directed city staff to prepare a

cost sharing agreement splitting Project Design Costs with the

City for the Coke Street Realignment Project.

At the October 25th, 2022 City of Burnet Regular City Council Meeting the City Council unanimously approved Resolution R2022-76 approving a Cost Sharing Agreement with the Burnet Economic Development Corporation on the Coke

Street Realignment Project as presented.

Information: The agreement splits Project Design Costs with the City of

Burnet equally and authorizes the City Manager to execute

the contracts necessary for the project.

Fiscal Impact: It is the BEDC board of directors' preference to address the

sharing of construction costs when the project engineer provides a construction cost estimate. The engineering firm, 4 Cuatro Consultants, LTD, has presented a proposal to

design the Project

This Project is budgeted as part in the Eastside Commercial Park Development Budget. 4 Cuatro Consultants, LTD's, estimated fee is \$58,140.00. Pursuant to the terms of the cost

sharing agreement, the City would be obliged to pay one-half

of the fee amount.

Recommendation: Approval and execution of the Cost Sharing Agreement

between the City of Burnet and the Burnet Economic Development Corporation for the Coke Street Realignment

Project as presented.

RESOLUTION NO. R2022-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET TEXAS, APPROVING A COST SHARING AGREEMENT WITH THE BURNET ECONOMIC DEVELOPMENT CORPORATION AND ACCEPTING A PROPOSAL FROM THE ENGINEERING FIRM 4 CUATRO CONSULTANTS, LTD, TO DESIGN THE REALIGNMENT OF A SEGMENT OF THE PUBLIC ROAD KNOWN AS COKE STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Burnet Economic Development Corporation ("BEDC") recently acquired 1.67 acres of land for the expressed purpose of realigning Coke Street to intersect with Texas Highway 29 and Richard Sanders Parkway (the "Project"); and

WHEREAS, the Texas Department of Transportation has expressed support for the signalization of the intersection that would be created by the Project; and

WHEREAS, City Council finds that the Project is budgeted as part of the Eastside Commercial Park Development Budget and would benefit said Development; and

WHEREAS, City Council further finds that the Project will promote traffic safety by the creation of a signalized intersection for vehicles making left hand turns from Coke Street to Texas Highway 29 and from Texas Highway 29 to Coke Street; and

WHEREAS, the BEDC board of directors, at their October 19, 2022, meeting, directed city staff to finalize a cost sharing agreement for presentation to City Council splitting the Project Design Costs; and

WHEREAS, in providing such direction to staff, the BEDC board of directors, express their desire to defer a decision on splitting Project Construction Costs until such time as the project engineer provides a construction cost estimate; and

WHEREAS, 4 Cuatro Consultants, LTD, has presented a proposal to design the Project for an estimated fee of \$58,140.00; and

WHEREAS, City Council has reviewed the actions of the BEDC related to the Project, has considered, and evaluated that Project, and has found it meritorious of the City Council's authorization and approval; and

WHEREAS, City Council finds that the initiation of the Project may best be facilitated by entering into an agreement to share design costs as proposed by the BEDC board of directors; and

WHEREAS, City Council agrees with the BEDC board of directors, that any decision on sharing construction costs, should be deferred until such time as the project engineer presents an estimate of the Project's construction costs estimate; and

WHEREAS, City Council finds that 4 Cuatro Consultants, LTD, proposal, to be the project engineer, acceptable; and

WHEREAS, City Council finds that the meeting where this Resolution was considered was in full compliance with the notice and other requirements of the Texas Open Meetings Act and the Development Corporation Act of 1979, as codified in the Texas Local Government Code.

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

Section one. Findings. The recitals stated above are found to be true and correct and are made part of this Resolution for all purposes.

Section two. Approval. The Cost Sharing Agreement with the BEDC, as attached hereto as **Exhibit "A"**, is hereby approved.

Section three. **Approval**. The Revised Proposal for Engineering Services, as submitted on behalf of 4 Cuatro Consultants, LTD, and as attached hereto as **Exhibit "B"**, is hereby approved.

Section four. Authorization. The City Manager is hereby authorized to execute agreements in substantial form as **Exhibits "A"** and "**B"** on behalf of the City and execute such ancillary documents and take such additional actions as reasonably necessary to facilitate the purpose of this Resolution.

Section five. Effective Date. This Resolution shall be effective immediately upon approval and adoption.

Approved and adopted this 25th day of October 2022.

CITY OF BURNET, TEXAS

APPROVED:

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

COST-SHARING AGREEMENT (COKE STREET REALIGNMENT)

This COST-SHARING AGREEMENT (this "Agreement") is entered into effective on the date of execution as indicated below, between, the City of Burnet, Texas a home rule municipality ("City") and the Burnet Economic Development Corporation, a 4B Economic Development Corporation formed un the Texas Development Corporation Act of 1979, ("BEDC"). City and BEDC are sometimes referred to in this Agreement individually as a "Participant" and collectively as the "Participants".

RECITALS:

WHEREAS, the BEDC is the developer of that certain subdivision known as "A Replat of Lot No. 7-C Eastside Commercial Park", consisting of approximately 21.374 acres and as recorded as Document No. 20192804 in the Public Records of Burnet County, Texas, ("Eastside Commercial Park")

WHEREAS, the BEDC developed the Eastside Commercial Park to stimulate commercial and or industrial development in the City and has allocated funds for the Eastside Commercial Park Project; and

WHEREAS, the BEDC utilized some of the Eastside Commercial Park Project funds to purchase 1.67 acres of land as described in that Special Warranty Deed recorded as Document No. 202213312 in the Public Records of Burnet County (the "BEDC Land"); and

WHEREAS, the purchase of the BEDC Land was for the purpose of assisting in the development of the Eastside Commercial Park Project by the construction of the realignment of Coke Street at its intersection with Texas State Highway 29, and the installation of a traffic signal at the new intersection (the "the Coke Street Realignment Project"); and

WHEREAS, the BEDC's Board of Directors, have found the Coke Street Realignment Project, to be a component of the Eastside Commercial Park Project and to be a Texas Local Government Code Chapter 501, Subchapter C project; and WHEREAS, City Council has found the Coke Street Realignment Project to provide a public benefit; and

WHEREAS, the Participants expenditures for the design of the Coke Street Realignment Project shall be from funds currently available from this fiscal year; and

WHEREAS, the Participants desire to enter into this Agreement to memorialize the sharing of costs for the design of the Coke Street Realignment Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in this Agreement, for the benefits to be received by the Participants, the mutual promises herein expressed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Participants agree as follows: The Participants rights and obligations under this Agreement are as follows:

ARTICLE ONE. THE PROJECT.

- (A) The Project. The Project that is the subject of this Agreement is the Coke Street Realignment Project, which is a component of BEDC Eastside Commercial Park Project.
- (B) As described in The Participants' monetary obligations under this Agreement is limited to the design costs. The Project Design shall include the following:
 - (1) The Realignment. The Project shall be designed to cause the realignment of Coke Street at its intersection with Texas Highway 29 to the north and League Street to the South. The realigned Coke Street shall align with Richard Sanders Parkway and be designed to the standards for a public collector street as stated in the City Code.
 - (2) Signalized Intersection. The Project shall be designed to include the installation of a traffic signal at the new intersection of Coke Street and Richard Sanders Parkway with Texas Highway 29.
 - (3) Vacation. Upon completion of the Project, the old Coke Street segment, from League Street to Texas Highway 29, shall be vacated by the City and release in accordance with the requirements of state law.
- (D) Connectivity. The City shall have exclusive authority to enter into agreements with affected Property Owners regarding connection to the new Coke Street alignment.

ARTICLE TWO. PARTICIPANTS PAYMENT OBLIGATIONS.

- (A) Design Costs. The Project shall be designed by the engineering firm, 4 Cuatro Consultants, LTD. The Participants shall share Design Costs equally. A copy of the engineering firm's proposal is attached hereto as **Exhibit "A"**.
- (B) Construction Costs. This Agreement does not create an obligation for the Participants to contribute payment to the Project's construction costs. Rather, after the Project Engineer prepares a construction cost estimate, the Participants may, but shall not be required to, enter into a separate agreement, or an amendment to this Agreement, addressing construction costs sharing.
- (C) Coke Street Realignment Project Funds. The BEDC has allocated sufficient funds for the Design Phase of this Project. The City's Finance Director shall be

authorized to release draws to the City upon the City Manager's presentation of a Civil Engineer Invoice for Payment, subject to the following:

- (1) Draws shall equal one/half of the Civil Engineer's Invoice amount; and
- (2) The City Manager shall make Project progress reports at the BEDC Board of Directors monthly meetings that shall include copies of paid invoices.

ARTICLE THREE. PROJECT MANAGEMENT.

The Project shall be managed by the City.

ARTICLE FOUR. THE BEDC LAND.

- (A) Special Warranty Deed. The BEDC Land is described in the Special Warranty Deed recorded as Document No. 202213312 in the Public Records of Burnet County, Texas.
- (B) Right of Entry. The BEDC conveys to the City Right of Entry over, under and upon the Land for itself and its officials, officers, employees, consultants, contractors, and subcontractors for any activity reasonably related to the completion of the design of the Project.
- (C) Transfer of Interest. Upon request by the City, the BEDC shall dedicate to the City all Rights-of-Way and Drainage Easements, or fee interest of same, as determined to be required by the Project Engineer. Additionally, upon request by the City, the BEDC shall cause title, possession, and/or use, of BEDC Land to be transferred to adjoining property owners, including the County, to the extent the City determines to be reasonably necessary to facilitate completion of the construction of the Project.
- (D) Fiscal Responsibility. The City shall assure that adequate insurance and bonds are procured by itself, and its consultants, contractors, and subcontractors, as the case may be, to protect the BEDC from exposure to liability for claims, of any nature, relating to the Project.

ARTICLE FIVE. DISPUTE RESOLUTION.

Any disputes arising under this Agreement shall be resolved by the Burnet City Council, whose decision shall be final.

ARTICLE SIX. MISCELLANEOUS

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

- (A) Additional Instruments. The Participants 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.
- (B) Amendments. This Agreement constitutes the entire understanding and agreement of the Participants as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in

- writing and signed by the Participant or Participants sought to be charged or bound by the alteration or amendment.
- (C) 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.
- (D) Assignment. This Agreement is unassignable.
- (E) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The BEDC 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.
- (F) 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.
- (G) Construction. The Participants acknowledge that the Participants 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 Participant shall not be employed in the interpretation of the Agreement.
- (H) Entire Agreement. This Agreement constitutes the entire agreement between the Participants with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Participants 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 City Council.
- (I) Exhibits Addenda, and Attachments. All Exhibits, Addenda and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits, and Addenda, to this Agreement include the following: Exhibit "A" Project Engineer's Proposal.
- (J) Force Majeure. It is expressly understood and agreed by the Participants 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 Participant and delays caused by the other Participant, the Participant 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 Participant was delayed.
- (K) 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.
- (L) Immunities and defenses.

- (1) By entering into this Agreement, the Participants do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of Participants, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City 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.
- (2) No employee of City, or any councilmember or agent of City, or member of the BEDC board of directors, shall be personally responsible for any liability arising under or growing out of this Agreement.
- (M) Mutual Assistance. City and BEDC 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.
- (N) No Joint Venture. Nothing contained in this Agreement is intended by the Participants to create a partnership or joint venture between the Participants 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 Participant as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Participant shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
- (O) 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 Participants set forth below, or at such other address furnished in writing to the other Participants thereto.

CITY:

BEDC:

City Manager City of Burnet P.O. Box 1369 1001 Buchanan Drive, Suite 4 Burnet, Texas 78611

BEDC Board President City of Burnet P.O. Box 1369 1001 Buchanan Drive, Suite 4 Burnet, Texas 78611

- (P) Recitals. The above stated recitals are made part of this Agreement as if transcribed herein verbatim.
- (Q) 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 Participants hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Participants 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.

- (S) Sole Benefit. This Agreement has been, and is, made solely for the benefit of the Participants and no other person or entity shall acquire of have any right under or by virtue of this Agreement.
- (T) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Participants, as well as any rights and benefits of the Participants, pertaining to a period of time following the termination of this Agreement shall survive termination.
- (U) Waiver. The failure of any Participant to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to 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.

This Cost Sharing Agreement to be effective	this day	of	, 2022.
City of Burnet	Burnet Corporation	Economic	Development
By:	By:Cary John	nson, President	
Kelly Dix, City Secretary	Kelly Dix, Se	cretary to the Boa	ard of Directors





Meeting Date: November 15, 2022

Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park. Agenda Item:

Background: To be presented at the meeting.

Information:

Fiscal Impact:

To be determined by the board. Recommendation:





Meeting Date: November 15, 2022

Agenda Item: Discuss and consider action: Related to the potential sale of

all or portions of the Eastside Commercial Park located on

Highway 29 East.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.





Meeting Date: November 15, 2022

Agenda Item: Discuss and consider action: Related to the findings of the

combined BEDC/Chamber of Commerce/City of Burnet

Committee.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



Meeting Date: November 15, 2022

Agenda Item: Discuss and consider action: Draw request for Nelson Lewis,

Inc. for the Jackson Street Paving Project.

Background:

Information: At the time of posting we have not received the second portion

of the pay app request. That will be provided at the meeting

if received.

Total cost of the TSIT Engineering and Consultin, LLC,

invoice received by the time of posting is \$2,935.00

Fiscal Impact: To be presented at the meeting.

Recommendation: Approval of the requested pay application for Nelson Lewis,

Inc.

Invoice No: 22-10-0025

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TSIT ENGINEERING & CONSULTING, LLC

11301 Mosier Valley Rd. **Euless, TX 76040** 817-589-9933

Client Address: City of Burnet, Public Works Dept.

Eric Belaj, City Engineer City of Burnet, Public Works D

P.O. Box 1369 Burnet, TX. 78611 USA

TSIT Invoice for Project: 220279A

Client P.O.:

Project Name: Jackson Street Parking Lot Improvements

NET: DUE UPON RECEIPT - SEE BELOW

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
220279A-0006	10/13/2022	2.00	Soil Testing	Hour	\$65.00	\$130.00
220279A-0006	10/13/2022	1.00	Percent Finer Than No. 200 Sieve	Each	\$75.00	\$75.00
220279A-0006	10/13/2022	1.00	Atterberg Limits Test	Each	\$75.00	\$75.00
220279A-0006	10/13/2022	1.00	Moisture Density Relations ASTM D-698	Each	\$200.00	\$200.00
220279A-0006	10/13/2022	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
			Report Nu	ımber 220279A-00	06 for a Subtotal of:	\$540.00
220279A-0007	10/13/2022	1.00	Percent Finer Than No. 200 Sieve	Each	\$75.00	\$75.00
220279A-0007	10/13/2022	1.00	Atterberg Limits Test	Each	\$75.00	\$75.00
220279A-0007	10/13/2022	1.00	Moisture Density Relations ASTM D-698	Each	\$200.00	\$200.00
			Report Nu	ımber 220279A-00	07 for a Subtotal of:	\$350.00
220279A-0001	10/18/2022	3.00	Soil Testing	Hour	\$65.00	\$195.00
220279A-0001	10/18/2022	4.00	In Place Density Test	Each	\$25.00	\$100.00
220279A-0001	10/18/2022	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
			Report Nu	01 for a Subtotal of:	\$355.00	
220279A-0008	10/18/2022	1.00	Percent Finer Than No. 200 Sieve	Each	\$75.00	\$75.00
220279A-0008	10/18/2022	1.00	Atterberg Limits Test	Each	\$75.00	\$75.00
220279A-0008	10/18/2022	1.00	Moisture Density Relations ASTM D-698	Each	\$200.00	\$200.00
			Report Nu	umber 220279A-00	08 for a Subtotal of:	\$350.00
220279A-0009	10/18/2022	1.00	Percent Finer Than No. 200 Sieve	Each	\$75.00	\$75.00
220279A-0009	10/18/2022	1.00	Atterberg Limits Test	Each	\$75.00	\$75.00
220279A-0009	10/18/2022	1.00	Moisture Density Relations ASTM D-698	Each	\$200.00	\$200.00
			Report No	umber 220279A-00	09 for a Subtotal of:	\$350.00
220279A-0002	10/19/2022	2.00	Proof Roll Inspection	Hour	\$65.00	\$130.00
220279A-0002	10/19/2022	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
			Report No	umber 220279A-00	02 for a Subtotal of:	\$190.00
220279A-0003	10/20/2022	2.00	Proof Roll Inspection	Hour	\$65.00	\$130.00

NEW REMIT ADDRESS

REMIT TO: TSIT Engineering & Consulting, LLC

11301 Mosier Valley Rd. **Euless, TX 76040**



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Invoice No: 22-10-0025

11301 Mosier Valley Rd. Euless, TX 76040 817-589-9933

========== Invoice Detail by Report ===========

Report No.	Sampled	Qty	Billing Code	<u>Unit Type</u>	<u>Unit Rate</u>	Extension
220279A-0003	10/20/2022	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
				Report Number 220279A-000	03 for a Subtotal of:	\$190.00
220279A-0004	10/21/2022	2.00	Soil Testing	Hour	\$65.00	\$130.00
220279A-0004	10/21/2022	3.00	In Place Density Test	Each	\$25.00	\$75.00
220279A-0004	10/21/2022	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
				Report Number 220279A-0004 for a Subtotal of:		\$265.00
220279A-0005	10/21/2022	1.00	Proof Roll Inspection	Hour	\$65.00	\$65.00
				Report Number 220279A-0005 for a Subtotal of:		\$65.00
CLERICAL	10/31/2022	2.00	Clerical	Hour	\$45.00	\$90.00
				Report Number CLERICAL for a Subtotal of:		\$90.00
PM	10/31/2022	2.00	Project Manager	Hour	\$95.00	\$190.00
				Report Number P	M for a Subtotal of:	\$190.00
				Total for	this Invoice:	\$2,935.00

NEW REMIT ADDRESS

REMIT TO: TSIT Engineering & Consulting, LLC

11301 Mosier Valley Rd. Euless, TX 76040



Report On: Moisture Density Relationship

Lab No: 22-8608-1

Report No: 220279A-0006

Page 1 of 1

Project No: 220279A

Material:

Client: City of Burnet, Public Works Dept.

Eric Belai

Soil

City of Burnet, Public Works D

P.O. Box 1369 Burnet, TX 78611 **Project:** Jackson Street Parking Lot Improvements

Report Date:

10/24/2022

Location: Natural Subgrade Stockpile at 201 E. Jackson St Sample Date:

10/13/2022

Sampled By:

Watts, Wayne

Cust No:

00695

By Order Of:

Aaron Cotton

112	100% Saturation SG = 2.65 Estimated
110	
€ 108	
ور اي اي	
Dry Density (pcf)	
102	
100	
98	
96 6	8 10 12 14 16 18 20 22 24 Moisture Content (%)

-			
	% Moisture	Dry Density Lbs./Cu.Ft.	
	11.2	105.8	
	13.9	108.6	
	17.5	107.6	
	21.0	100.7	
	15.1 Optimur	m 108.9 Maximum	
		Color: Brown	
	Sieve % Passing	Description: Clayey Sand	
	No. 200 35		
		Liquid Limit: 43	
		Plastic Limit: 21	
		Plasticity Index: 22	
		Group Symbol: SC	

Desc of Rammer: Mechanical Preparation Method:Dry

Test Method (As Applicable): ASTM D-698 Method-B

Orig: City of Burnet, Public Works Dept. Attn: Eric Belaj (1-ec copy) 1-cc Laboratory

Respectfully Submitted, TSIT Engineering & Consulting, LLC



Report On: Moisture Density Relationship

Lab No: 22-8608-2

Report No: 220279A-0007

Page 1 of 1

Project No: 220279A

Client: City of Burnet, Public Works Dept.

Cust No: 00695

Eric Belai

City of Burnet, Public Works D

P.O. Box 1369 Burnet, TX 78611 **Project:** Jackson Street Parking Lot Improvements

Report Date: 10

10/24/2022

Location: Midd

Middle section of Parking Lot

Sample Date:

10/13/2022

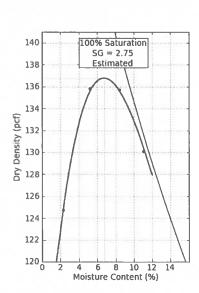
Sampled By:

Watts, Wayne

By Order Of:

Aaron Cotton

M	a	te	ri	al		Sc)



		4.44.	
% Moisture	e Dry C	ensity Lbs.	/Cu.Ft.
2.3		124.7	
5.2		135.8	
8.4		135.7	
11.0		130.1	
6.8	Optimum	136.8	Maximum
		l l	or: Tan
<u>Sieve</u> <u>% Pas</u> No. 200 1	_	Description	n: Clayey Sand with Rocks and Asphalt
		Plastic Plasticity	I Limit: 24 c Limit: 15 Index: 9 ymbol: SC

Desc of Rammer:Mechanical Preparation Method:Dry

Test Method (As Applicable): ASTM D-698 Method-B

Orig: City of Burnet, Public Works Dept. Attn: Eric Belaj (1-ec copy) 1-cc Laboratory

Respectfully Submitted,
TSIT Engineering & Consulting, LLC

Aaron Cotton, Jr.



Report of In-Place Density Test

Lab No: 22-8706-1

Report No: 220279A-0001

Project No: 220279A

Cust No: 00695 Page 1 of 1

Project: Jackson Street Parking Lot Improvements

Client: City of Burnet, Public Works Dept.

Eric Belai

City of Burnet, Public Works D

P.O. Box 1369 Burnet, TX 78611

Report Date:

10/19/2022

Location:

Burnet, Tx

Sample Date: Sampled By:

10/18/2022 Watts, Wayne

By Order Of:

Aaron Cotton

Proctor No	Proctor Date	Optimum Moisture (%)	Maximum Dry Density (pcf)	Color / Description
22-8706-2	10/18/2022	7.6	125.9	Brown / Clayey Sand
22-8706-3	10/18/2022	9.5	121.6	Reddish Brown / Clayey Sand with Gravel

Specification

Moisture Band

		11101010	
Specification No.	Compaction, %	Minimum	Maximum
1	95%	-2.0	4.0

Location Group:

Test No.	Lift	Gauge Depth	Location	Wet Density (pcf)	Moisture Content (%)	Dry Density (pcf)	Proctor Number	Spec. No.	Percent Proctor Density	Pass Fail
1	SG	6	South, West Quadrant of exiting Parking Lot	135.6	8.5	125.0	22-8706-2	1	99.3	Pass
2	SG	6	South Center Quadrant of exiting Parking Lot	130.6	7.9	121.0	22-8706-2	1	96.1	Pass
3	SG	6	North, East Quadrant of exiting Parking Lot	134.6	8.3	124.3	22-8706-2	1	98.7	Pass
4	SG	6	North, West Quadrant of exiting Parking Lot	128.8	9.3	117.8	22-8706-3	1	96.9	Pass

Gauge No.:

23548

Daily Standard Counts: 10/18/2022 DS: 1629

MS: 520

Test Methods:

ASTM D698

Orig: City of Burnet, Public Works Dept. Attn: Eric Belaj (1-ec copy)

1-cc Laboratory

Respectfully Submitted,

TSIT Engineering & Consulting, LLC



Report On: Moisture Density Relationship

Lab No: 22-8706-2

Report No: 220279A-0008

Page 1 of 1

Project No: 220279A

Client: City of Burnet, Public Works Dept.

Eric Belaj

City of Burnet, Public Works D

P.O. Box 1369 Burnet, TX 78611 **Project:** Jackson Street Parking Lot Improvements

Report Date:

11/01/2022

Location:

Southwest Quadrant of Existing Parking Lot

Cust No: 00695

Sample Date:

10/18/2022

Sampled By:

Wayne Watts

By Order Of:

Aaron Cotton

130	100% Saturation SG = 2.65 Estimated
128	Estimated
126	
(b) 124	
(bd) 124	
È 120	
118	1
116	
114	2 4 6 8 10 12 14 Moisture Content (%)

% Moisture Dry	Density Lbs./Cu.Ft.	
2.3	121.3	
5.4	124.2	
8.1	125.8	
11.3	119.2	
7.6 Optimum	125.9 Maximum	
	Color: Brown	
Sieve <u>% Passing</u> No. 200 20	Description: Clayey Sand	
140. 200		
	Liquid Limit: 28	
	Plastic Limit: 17	
	Plasticity Index: 11	
	Group Symbol: SC	

Desc of Rammer:Mechanical Preparation Method:Dry

Test Method (As Applicable): ASTM D-698 Method-B

Orig: City of Burnet, Public Works Dept. Attn: Eric Belaj (1-ec copy) 1-cc Laboratory

Respectfully Submitted,
TSIT Engineering & Consulting, LLC

Aaron Cotton Jr



Report On: Moisture Density Relationship Lab No: 22-8706-3

Report No: 220279A-0009

Client: City of Burnet, Public Works Dept.

Eric Belaj

City of Burnet, Public Works D

P.O. Box 1369 Burnet, TX 78611 **Project:** Jackson Street Parking Lot Improvements

Report Date: 11/01/2022

Location: Southwest Quadrant of Existing Parking Lot Sample Date: 10/18/2022

Material: Soil Sampled By: Wayne Watts
By Order Of: Aaron Cotton

	124	100% Saturation SG = 2.65 Estimated
	122	
(bct)	120	
ensity	120 118 116	/
Dry	116	
	114	
	112	
	110) 2 4 6 8 10 12 14 16 18 Moisture Content (%)

_					á
	% Moisture	Dry D	ensity Lbs.	./Cu.Ft.	
	5.2		117.0		
	8.3		120.9		
	10.6		121.1		
	13.5		114.8		
	9.5	Optimum	121.6	Maximum	
			Colo	or: Reddish Brown	
	Sieve % Pass	ing	Descriptio	n: Clayey Sand with Gravel	
	No. 200 8				
			Liquio	d Limit: 24	
			Plastic	Limit: 12	
			Plasticity	Index: 12	
			Group S	ymbol: SC	

Desc of Rammer:Mechanical Preparation Method:Dry

Test Method (As Applicable): ASTM D-698 Method-B

Orig: City of Burnet, Public Works Dept. Attn: Eric Belaj (1-ec copy) 1-cc Laboratory

Respectfully Submitted, TSIT Engineering & Consulting, LLC

Aaron Cotton Jr



7473 Airport Freeway Ft. Worth, Tx. 76118 (817) 589-9933 2211 Century Center Blvd. Suite 101 Irving, Tx. 75062 (972) 573-6083 306 Hazelwood Suite I Leander, Tx 78641 (512) 337-5596

www.tsitengineering.com

REPORT OF PARKING/PAVEMENT PROOF ROLL OBSERVATION

Project No.: 220279A Report No.: 220279A-0002

Project: Jackson Street Parking Lot Improvements Lab No: 22-8735

City: Burnett, Tx Date Sampled: 10/19/22

Client: City of Burnet, Public Works Dept. Report Date: 10/20/22
Contact: Eric Belaj, PE Technician: W.Watts

Description: Observe proof rolling of soil to locate unstable areas.

Specified Equipment: Pneumatic Tire Roller weighing between 25 and 50 tons. (50,000 to 100,000 lbs.)

Equipment used: X Water Truck Weight 40 Tons

Operation: X Offset each trip of roller my less than one (1) tire width

X Operate Roller between 2 and 6 mph
X Make at least 2 passes over area

Area Rolled: Parking/Paving; North Parking Area

Reported Lift: Natural Subgrade

Surface Material Description: Dark Brown Clay blended with flexbase

Results: X No deflection noted

Comments: N/A

Test results reported onsite to: Jack Carpenter with Nelson Lewis, Inc.

Note: This report is for the exclusive use of the Client addressed.

This report may not be reproduced except in its entirety, without

the written consent of TSIT. Results apply only to above tests.

Texas Firm Registration No.: F5278

Respectfully Submitted,

TSIT Engineering & Consulting, LLC

Aaron Cotton, Jr.



7473 Airport Freeway Ft. Worth, Tx. 76118 (817) 589-9933 2211 Century Center Blvd. Suite 101 Irving, Tx. 75062 (972) 573-6083 306 Hazelwood Suite 1 Leander, Tx 78641 (512) 337-5596

www.tsitengineering.com

Pneumatic Tire Roller weighing between 25 and 50 tons. (50,000 to 100,000 lbs.)

REPORT OF PARKING/PAVINGPROOF ROLL OBSERVATION

Project No.: 220279A

Jackson Street Parking Lot Improvements

Project: City:

Burnett, Tx

Client:

City of Burnet, Public Works Dept.

Contact:

Eric Belaj, PE

Report No: 22-8750

Lab No: 220279A

Date Sampled: 10/20/22

Report Date: 10/21/22

Technician: A. Cotton, Jr.

Description: Observe proof rolling of soil to locate unstable areas.

Specified Equipment:

Equipment used:

X Water Truck

Weight

40

Tons

Operation:

X Offset each trip of roller my less than one (1) tire width

X Operate Roller between 2 and 6 mph

X Make at least 2 passes over area

Area Rolled:

Parking lot; South Parking Area

Reported Lift:

Natural Subgrade

Surface Material Description:

Tan and Brown Silty Clay with Sand

Results:

X Deflection noted contractor to rework and reschedule testing

Comments: South Parking Lot Lane adjacent to Pierce St. was wet and pumping. Contractor encouraged to undercut wet loose material and replace with suitable material.

Failing inspection results reported onsite to Jack Carpenter

with Nelson Lewis, Inc.

Remarks:

General contractor requested re-inspection to be performed on 10/21/2022 at 8:00AM.

Note: This report is for the exclusive use of the Client addressed. This report may not be reproduced except in its entirety, without the written consent of TSIT. Results apply only to above tests.

Texas Firm Registration No.: F5278

Respectfully Submitted,

TSIT Engineering & Consulting, LLC

Aaron Cotton, Jr



Report of In-Place Density Test

Lab No: 22-8793-1

Report No: 220279A-0004

Project No: 220279A

Cust No: 00695 Page 1 of 1

Project: Jackson Street Parking Lot Improvements

Client: City of Burnet, Public Works Dept.

Eric Belaj

City of Burnet, Public Works D

P.O. Box 1369 Burnet, TX 78611

Report Date:

10/24/2022

Burnet, Tx Location:

Sample Date:

10/21/2022

Sampled By:

Watts, Wayne

By Order Of:

Wayne Watts

Proctor No	Proctor Date	Optimum Moisture (%)	Maximum Dry Density (pcf)	Color / Description
22-8608-1	10/13/2022	15.1	108.9	Brown / Clayey Sand

Specification

Moisture Band

Specification No.	Compaction, %	Minimum	Maximum
1	95%	-2.0	4.0

Location Group:

Test No.	Lift	Gauge Depth	Location	Wet Density (pcf)	Moisture Content (%)	Dry Density (pcf)	Proctor Number	Spec. No.	Percent Proctor Density	Pass Fail
1	SG	6	South West Corner of South Parking Area	127.1	14.4	111.1	22-8608-1	1	102.0	Pass
2	SG	6	North West Corner of South Parking Area	126.7	15.2	110.0	22-8608-1	1	101.0	Pass
3	SG	6	Central East Area of South Parking Area	125.7	14.6	109.7	22-8608-1	1	100.7	Pass

Gauge No.:

23548

Daily Standard Counts: 10/21/2022 DS: 1625

MS: 518

Test Methods:

ASTM D698

Orig: City of Burnet, Public Works Dept. Attn: Eric Belaj (1-ec copy)

1-cc Laboratory

Respectfully Submitted,

TSIT Engineering & Consulting, LLC



7473 Airport Freeway Ft. Worth, Tx. 76118 (817) 589-9933 2211 Century Center Blvd. Suite 101 Irving, Tx. 75062 (972) 573-6083 306 Hazelwood Suite 1 Leander, Tx 78641 (512) 337-5596

Report No: 22-8793-2

www.tsitengineering.com

REPORT OF PARKING/PAVING PROOF ROLL OBSERVATION

Project No.: 220279A

Project: Jackson Street Parking Lot Improvements Lab No: 220279A

City: Burnett, Tx Date Sampled: 10/21/22
Client: City of Burnet, Public Works Dept. Report Date: 10/24/22
Contact: Eric Belaj, PE Technician: B. Bolt

Description: Observe proof rolling of soil or base to locate unstable areas.

Specified Equipment: Pneumatic Tire Roller weighing between 25 and 50 tons. (50,000 to 100,000 lbs.)

Equipment used: X Water Truck Weight 40 Tons

Operation: X Offset each trip of roller my less than one (1) tire width

X Operate Roller between 2 and 6 mph
X Make at least 2 passes over area

Area Rolled: Southern Parking Area (Re-inspection)

Reported Lift: Natural Subgrade

Surface Material Description: Brown Clay

Results: X Areas exhibiting deflection were re-compacted and re-rolled

Comments: South Parking Area needs additional compaction

Failing Test results reported onsite to: Jack Carpenter with Nelson Lewis Const.

Remarks:

General Contractor to reschedule field density testing and proof roll observation when area of concern is corrected.

Note: This report is for the exclusive use of the Client addressed.

This report may not be reproduced except in its entirety, without the written consent of TSIT. Results apply only to above tests.

Texas Firm Registration No.: F5278

Respectfully Submitted,

TSIT Engineering & Consulting, LLC

Aaron Cotton, Jr.





Meeting Date:	November 15, 2022
Agenda Item:	Executive Session: Pursuant to Texas Government Code Chapter 551 Subchapter D the Board of Directors shall convene in executive session for the following matters Deliberation regarding both: (i) commercial or financial information that the board of directors received from a business prospect that the board of directors seeks to have locate, stay, or expand in or near the City of Burnet and with which the governmental body is conducting economic development negotiations; and the offer of a financial or othe incentive said business prospect.
Background:	
Information:	
Fiscal Impact:	

To be determined by the board.

Recommendation:





Meeting Date:	November 15, 2022
Agenda Item:	The Board of Directors shall convene in executive session pursuant to Texas Government Code Sec. 551.072 to deliberate on the purchase, exchange, lease, or value of real property.
Background:	
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.





Meeting Date:	November 15, 2022
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Agenda Item: Discuss and consider action: Economic development

negotiations: and the offer of financial or other incentive for

Flights Gastro Pub.

Background:

Information:

Fiscal Impact:

Recommendation: To be determined in Executive Session





Meeting Date: November 15, 2022

Discuss and consider action: Regarding deliberations on the purchase, exchange, lease, or value of real property. Agenda Item:

Background:

Information:

Fiscal Impact:

To be determined by the board. Recommendation: