
Live Stream at <https://www.burlesontx.com/watchlive>

City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

1. **CALL TO ORDER**

Invocation - Pastor Kevin Walkowiak, Burleson Adventist Church

Pledge of Allegiance to the US Flag

Texas Pledge:

Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. **PUBLIC PRESENTATIONS**

A. Proclamations

- A Proclamation recognizing May 5 - 11, 2024, as "Public Service Recognition Week" in the City of Burleson. *(Recipient: City of Burleson Employee Events Committee)*

- A Proclamation recognizing May 5 - 11, 2024, as "Economic Development Week" in the City of Burleson. *(Recipient: Alex Philips, Director of Economic Development)*

- A Proclamation recognizing May 2024 as "Mental Health Month" with May 7, 2024 as "Mental Wellness Day" in the City of Burleson. *(Recipient: Veronica Sites, Burleson Rotary Club)*

B. Presentations

- Receive a report and recognize the graduating seniors on the Mayor's Youth Council. *(Presenter: Mayce Ball, Mayor's Youth Council Chair)*

- Receive a report and recognize Burleson Police Department's Chief of Police, Billy Cordell, on 40 years of law enforcement. *(Staff Presenter: Tommy Ludwig, City Manager)*

- Receive a report, hold a discussion regarding the Regional Transportation Council. *(Presenter: Rick Bailey, Johnson County Commissioner Precinct 1)*

C. Community Interest Items

This is a standing item on the agenda of every regular meeting of the City Council. An "item of community interest" includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled

to be attended by city official or city employee; and
-Announcements involving imminent public health and safety threats to the city.

3. **CHANGES TO POSTED AGENDA**

- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance. Items to be added to the Consent Agenda require an official vote by the City Council.

4. **CITIZENS APPEARANCES**

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned into the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

5. **CONSENT AGENDA**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the minutes from the April 15, 2024 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of a contract for the purchase of asphalt materials from Austin Asphalt Inc. and Texas Materials, Inc., through Inter-local Purchasing Agreement with Tarrant County for asphalt road surfacing products in the amount of \$100,000. *(Staff Contact: Clinton Sumerall, Deputy Director of Public Works & Engineering)*
- C. Consider approval of a contract for the purchase of one replacement Utility Response Vehicle for the Fire Department with Alternative Support Apparatus LLC (ASAP) in the amount of \$87,364 *(Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)*
- D. Consider approval of a Cooperative Purchase Customer Agreement for the purchase of vehicle parts, supplies, and equipment with O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts, through Sourcwell Cooperative Purchasing (Contract# 032521-ORA) for three years in the amount of \$225,000. *(Staff Contact: Richard Abernethy, Administrative Services Director)*
- E. Consider approval of a minute order rejecting bids for ITB 2024-012 Lift Station Rehabilitations. *(Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager)*

- F. Consider approval of a minute order rejecting the bid for ITB 2024-007 Bluebird Meadows Drainage Improvements. *(Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager)*
- G. Consider approval of a three year contract with Metro Fire Apparatus Specialist, Inc. for the purchase of public safety & fire supplies, bunker gear and equipment in the amount of \$330,000. *(Staff Contact: Casey Davis, Interim Fire Chief)*
- H. Consider approval of a resolution accepting the Quarterly Investment Report for December 31, 2023, as submitted in accordance with the Public Funds Investment Act (PFIA). *(Staff Contact: Harlan Jefferson, Deputy City Manager)*
- I. Consider approval of a two-year professional service agreement extension to CSO#1795-06-2021, in the amount of \$143,150 with Weaver LLC for audit services. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*
- J. Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 218 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. *(Staff Contact: Errick Thompson, Director of Public Works and Engineering)*
- K. Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*
- L. Consider approval of a resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool). *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*
- M. Consider approval of a resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*
- N. Consider approval of a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) for the Lakewood Drive connection to FM 1902. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*
- O. Consider approval of a resolution approving the nomination of Johnson County Judge Christopher Boedeker to the Executive Board of the North Central Texas Council of Governments. *(Staff Contact: Justin Scharnhorst, Assistant to the City Manager)*

6. DEVELOPMENT APPLICATIONS

- A. Chisholm Summit at 9825 CR 1016, Voluntary Annexation (Case 23-375): Hold a public hearing and consider approval of an ordinance for voluntary annexation of approximately 88.471 acres of land located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to a previously approved development agreement. *(First and Final Reading)*

(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)

- B.** Chisholm Summit at 9517 CR 1016 (Case 23-229): Hold a public hearing and consider approval of an ordinance for a zoning change request from defaulted "A", Agriculture and "PD" Planned Development District to "PD" Planned Development District for the Chisholm Summit master planned community. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

7. GENERAL

- A.** Consider approval of an award of bid ITB 2024-010 to 2L Construction, LLC for the Service Center Drainage Improvements project in the amount of \$1,021,780 with a project contingency of \$100,000 for a total amount of \$1,121,780. *(Staff Contact: Tiana Jackson, Engineering Manager - Capital)*

8. REPORTS AND PRESENTATIONS

- A.** Receive a report, hold a discussion, and provide staff direction on the City's Newspaper Services for public and legal notices. *(Staff Contact: Richard Abernethy, Administrative Services Director)*
- B.** Receive a report, hold a discussion, and provide staff feedback regarding Public Improvement Districts (PIDs) and Municipal Utility Districts (MUDs). *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)*
- C.** Receive a report, hold a discussion, and provide staff feedback regarding the city's legislative initiatives in preparation for the upcoming 89th session of the Texas Legislature. *(Presenter: Snapper Carr, Focused Advocacy)*

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

-Receive a report and hold a discussion regarding the internal investigation into Human Resources Department Complaint No. 2023-0001 and No. 2023-0002

11. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 1st of May 2024, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: May 6, 2024

SUBJECT:

Consider approval of the minutes from the April 15, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council duly and legally met on April 15, 2024 for a regular council meeting.

RECOMMENDATION:

- 1) Council may approve the minutes as presented or approve with amendments.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Amanda Campos, TRMC
City Secretary
acampos@burlesontx.com
817-426-9665

BURLESON CITY COUNCIL REGULAR MEETING
APRIL 15, 2024
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson
Ronnie Johnson
Chris Fletcher

Dan McClendon

COUNCIL ABSENT:

Larry Scott

Adam Russell

Staff present

Eric Oscarson, Deputy City Manager
Harlan Jefferson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Lisandra Leal, Assistant City Secretary
Allen Taylor, Jr., City Attorney

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:32 p.m.**

Invocation – Michael Babcock with the Church of Jesus Christ of Latter-day Saints.

Pledge of Allegiance to the US Flag

Texas Pledge: *Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

2. PUBLIC PRESENTATIONS –

A. Proclamations

- A Proclamation recognizing April 14-April 20, 2024 as "National Volunteer Week" in the City of Burleson. (*Recipient: Parks and Recreation Department and Volunteers*)
- A Proclamation recognizing April 15 - April 19, 2024 as "Work Zone Awareness Week" in the City of Burleson. (*Recipient: Errick Thompson, Director of Public Works*)
- A Proclamation recognizing April 26, 2024 as "Arbor Day" in the City of Burleson. (*Recipient: Jessica Martinez, Recreation Manager for Parks and Recreation*)

B. Presentations

- Receive a report to recognize the selected Employee of the Quarter for the 1st quarter of 2024. (*Staff Contact: Wanda Bullard, Assistant Director of Human Resources*)

C. Community Interest Items

- Prayers for Council member Scott's mother.
- Thank you to all staff, volunteers and marketing team for making Trash Bash a success on Saturday, April 13.
- Council member Ronnie Johnson will be celebrating his 60 year high school reunion, and asked everyone to celebrate each other any chance they have.
- Join us in recognizing Burleson Dispatch during National Telecommunication week April 14-April 20.
- Reminder early voting starts Monday, April 22, from 8:00 a.m. to 5:00 p.m. at the Burleson sub-courthouse at 247 Elk Drive.
- Join us Thursday at the Burleson Chamber of Commerce luncheon hosted by the First Baptist Church as Mayor Fletcher presents the State of the City.
- National Drug Take-Back is April 27, 10:00 a.m. to 2:00 p.m. in the Walmart parking lot, 951 SW Wilshire Blvd.
- Household Hazardous Waste Collection is April 27, from 9-11 a.m., at the City Service Center, 725 SW John Jones Drive.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

- None.

4. CITIZEN APPEARANCES

- Ken Richardson, 1132 Hidden Creek Court, came forward with concerns on clearing/cutting trees and shrubs on property.
- Michael Babcock, 824 Mesquite Drive, came forward with a request for a proclamation regarding suicide prevention/mental health event, on Tuesday, May 7, 8:30 a.m. to 3:30 p.m. at Pathway Church, a free event to help the community. Reminder that National Day of Prayer is May 2, join us in Mayor Vera Calvin Plaza 6:30 p.m. for a prayer.
- Bill Janush, 117 NE Clinton Street, came forward with concerns on intersection safety.

5. CONSENT AGENDA

A. Minutes from the April 1, 2024 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- B. Community facilities contract with Joe Usher for City cash participation for the construction of approximately 135 feet of six-foot wide sidewalk in an amount not to exceed \$6,435.40 and authorize the City Manager to execute the contract on behalf of the City. (Staff Contact: Michelle McCullough, Assistant Director/City Engineer)**

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- C. Minute order rejecting all competitive sealed proposals for the construction of the Burleson Westside Lift Station, force main, and gravity sewer improvements for the Hooper Business Park and surrounding area. (Staff Contact: Michelle McCullough, Assistant Director/City Engineer)**

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- D. CSO#5444-04-2024, ordinance amending Burleson Code of Ordinances, Chapter 70, "Streets, Sidewalks, and Other Public Places". (Final Reading) (Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)**

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- E. CSO#5445-04-2024, resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 218 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)**

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- F. CSO#5446-04-2024, resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)**

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

G. CSO#5447-04-2024, resolution accepting the Public Utility Commission's 2024 maximum access lines rates increase. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

H. Appointing Presiding Judge and Alternate Judge of the Early Voting Ballot Board for the May 4, 2024, General Election. (Staff Contact: Amanda Campos, City Secretary)

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 6-0 with Adam Russell absent.

I. Amended employment agreement with Amanda Campos to act as City Secretary. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)

Motion made by Dan McClendon and seconded by Phil Anderson to approve the consent agenda.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

6. DEVELOPMENT APPLICATIONS

A. CSO#5448-04-2024, ordinance for a zoning change request from "PD", Planned Development to "PD" Planned Development for a commercial trade school Craftmasters at FM 1902 & CR 1019 (Case 23-308). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:12 p.m.**

No speaker.

Mayor Fletcher closed the public hearing. **Time: 6:13 p.m.**

Motion made by Victoria Johnson and seconded by Dan McClendon to approve.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- B. CSO#5449-04-2024, ordinance for a zoning change request from “C” Commercial to “C” Commercial with an “SUP” Specific Use Permit allowing for an Auto repair garage located in the Old Town Overlay District for Team Hoover Automotive at 314 NE Wilshire Blvd (Case 23-398). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:15 p.m.**

Mike Hoover, 134 NW Hillery Street, was available to answer question.

Mayor Fletcher closed the public hearing. **Time: 6:16 p.m.**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- C. CSO#5450-04-2024, resolution for a commercial site plan amendment with a waiver to Section 132-115; Accessory building and structure yard regulations at Lumberyard at 137 S. Wilson Street (Case 24-041). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:20 p.m.**

No speaker.

Mayor Fletcher closed the public hearing. **Time: 6:21 p.m.**

Motion made by Dan McClendon and seconded by Phil Anderson to approve.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- D. CSO#5451-04-2024, ordinance for a zoning change request from “A”, Agricultural to “C”, Commercial for a contractor’s office with no outside storage at 3812 S Burleson Blvd (Case 24-042). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:24 p.m.**

No speaker.

Mayor Fletcher closed the public hearing. **Time: 6:24 p.m.**

Motion made by Phil Anderson and seconded by Victoria Johnson to approve.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

7. GENERAL

- A. CSO#5452-04-2024, resolution declaring intention to reimburse an amount not to exceed \$7,500,000 for Council approved capital projects with the FY23/24 budget and capital improvement plan. The resolution will give the City the ability to begin incurring capital expenditure costs of these projects with the intent of reimbursing the cost incurred with proceeds from bond debt to be issued at a future date and placing time restrictions on the issuance of tax-exempt obligations. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Harlan Jefferson, Deputy City Manager, presented a resolution to the city council.

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- B. CSO#5453-04-2024, resolution amending the Parks and Recreation five-year Capital Improvement Program (CIP) for Fiscal Year 2023-2024. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Harlan Jefferson, Deputy City Manager, presented a resolution to the city council.

Motion made by Phil Anderson and seconded by Ronnie Johnson to approve.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

- C. Professional Services Agreement with Gresham Smith in the amount of \$337,950 for design of the SE Tarrant Sewer Erosion Control project. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)**

Errick Thompson, Director of Public Works and Engineering, presented an agreement to the city council.

Motion made by Dan McClendon and seconded by Phil Anderson to approve.

Motion passed 5-0, with Larry Scott and Adam Russel absent.

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff feedback regarding the Hulen Street Widening Project. (Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager)**

Tiana Jackson, Capital Engineering Manager, presented the Hulen Street widening project to the city council.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

- Receive a report and hold a discussion regarding certain information technology software applications utilized by the City and third parties
- Receive a report and hold a discussion regarding the Mockingbird Lane to CR 914A sanitary sewer, the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., et al. for Chisholm Summit, and the construction contract between R.A. Development, Ltd., and Dagger Construction

B. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076

- Receive a report and hold a discussion regarding an informal security audit of certain information technology software applications utilized by the City and third parties

C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

- Project Futurama

Motion was made by Dan McClendon and seconded by Victoria Johnson to convene into executive session. **Time: 7:02 p.m.**

Motion passed 5-0, with Larry Scott and Adam Russel absent.

Motion was made by Victoria Johnson and seconded by Phil Anderson to reconvene into open session. **Time: 7:52 p.m.**

Motion passed 5-0, with Larry Scott and Adam Russel absent.

11. ADJOURNMENT

Motion made by Victoria Johnson and seconded by Ronnie Johnson to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 7:52 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Clinton Sumerall, Deputy Director - Operations
MEETING: May 6, 2024

SUBJECT:

Consider approval of a contract for the purchase of asphalt materials from Austin Asphalt Inc. and Texas Materials, Inc., through Inter-local Purchasing Agreement with Tarrant County for asphalt road surfacing products in the amount of \$100,000. *(Staff Presenter: Clinton Sumerall, Deputy Director of Public Works & Engineering)*

SUMMARY:

Annual street and drainage maintenance operations include city staff performing various asphalt repairs throughout the year.

Tarrant County conducted an open procurement that resulted in contract award to Austin Asphalt, Inc., Texas Materials, Inc., Reynolds Asphalt & Construction Company and Vulcan Construction Materials, LLC in October 2022. The original term was 12 months with two renewal options. The first renewal option was exercised in October 2023 and maintains the original fixed prices and rates through October 30, 2024.

The proposed contract allows City staff to order \$100,000 in asphalt materials in an on-demand fashion to address service requests and repairs. Funding is included in the current General Fund operating budget for street and drainage maintenance and operations. The City's contract will run concurrently with the Tarrant County contract, which is through October 2024.

RECOMMENDATION:

Approve a minute order for the purchase of asphalt materials from Austin Asphalt Inc. and Texas Materials, Inc., through Inter-local Purchasing Agreement with Tarrant County for asphalt road surfacing products in the amount of \$100,000. *(Staff Presenter: Clinton Sumerall, Deputy Director of Public Works & Engineering)*

PRIOR ACTION/INPUT (Council, Boards, Citizens):

FISCAL IMPACT:

Explain Budgeted Y/N: Y

Fund Name: General Fund-Streets Pavement Maintenance and Repair

Full Account #s: 101-3004-63003

Amount: \$100,000

Project (if applicable): N/A

Financial Consideration: N/A

Explain fiscal impact if any: N/A

STAFF CONTACT:

Clinton Sumerall

Deputy Director - Operations, Public Works & Engineering

csumerall@burlesontx.com

682-312-2790



Asphalt Road Surfacing Products

Background

- The City of Burleson Streets Department is tasked with maintaining and repairing more than 200 miles of roads within the city.
- Out of the entire road network, there are more than 100 miles of asphalt pavement that fall under the department's responsibility.
- Public Works and Engineering receive approximately 500 customer service requests each year that are specifically related to street related issues.
- While the Streets Maintenance team handles numerous repairs internally, they also enlist the assistance of outside contractors for larger scale projects.



How We Buy Asphalt



Tarrant County Contract

- Competitively bid
- One year contract
- Awarded October 11, 2022
- Renewed October 31, 2023
- Contract has one more renewal through October 31, 2025



Best Value

- Large volume bid
- More purchasing power than City of Burleson has on its own
- Consistent pricing vs variable ad hoc pricing



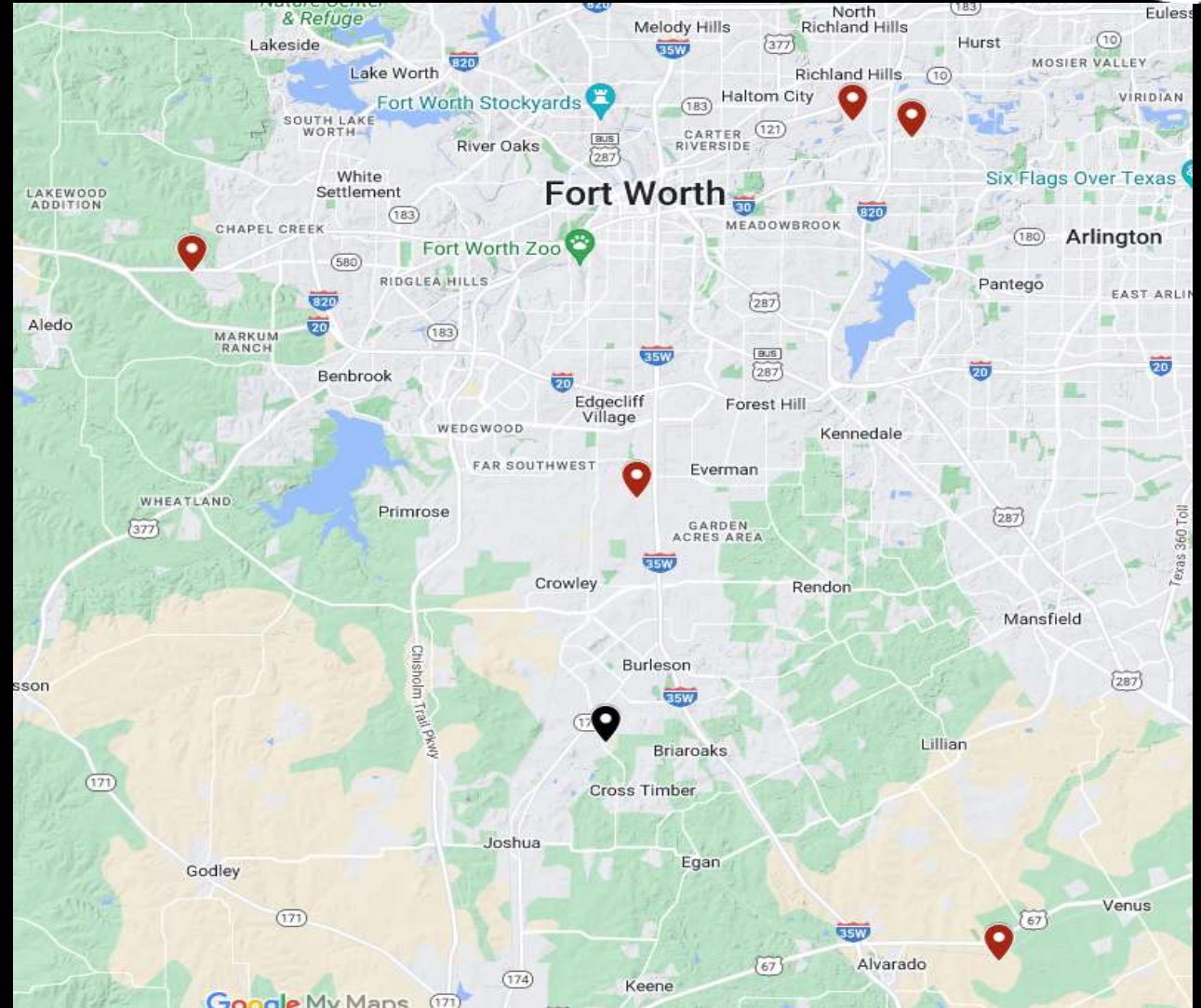
Annual Agreements

- Inter-local to use Tarrant County contract
- Agreement with City of Fort Worth in place since 1997
- Renewal timed to coincide with Tarrant County contract renewal

Redundancy



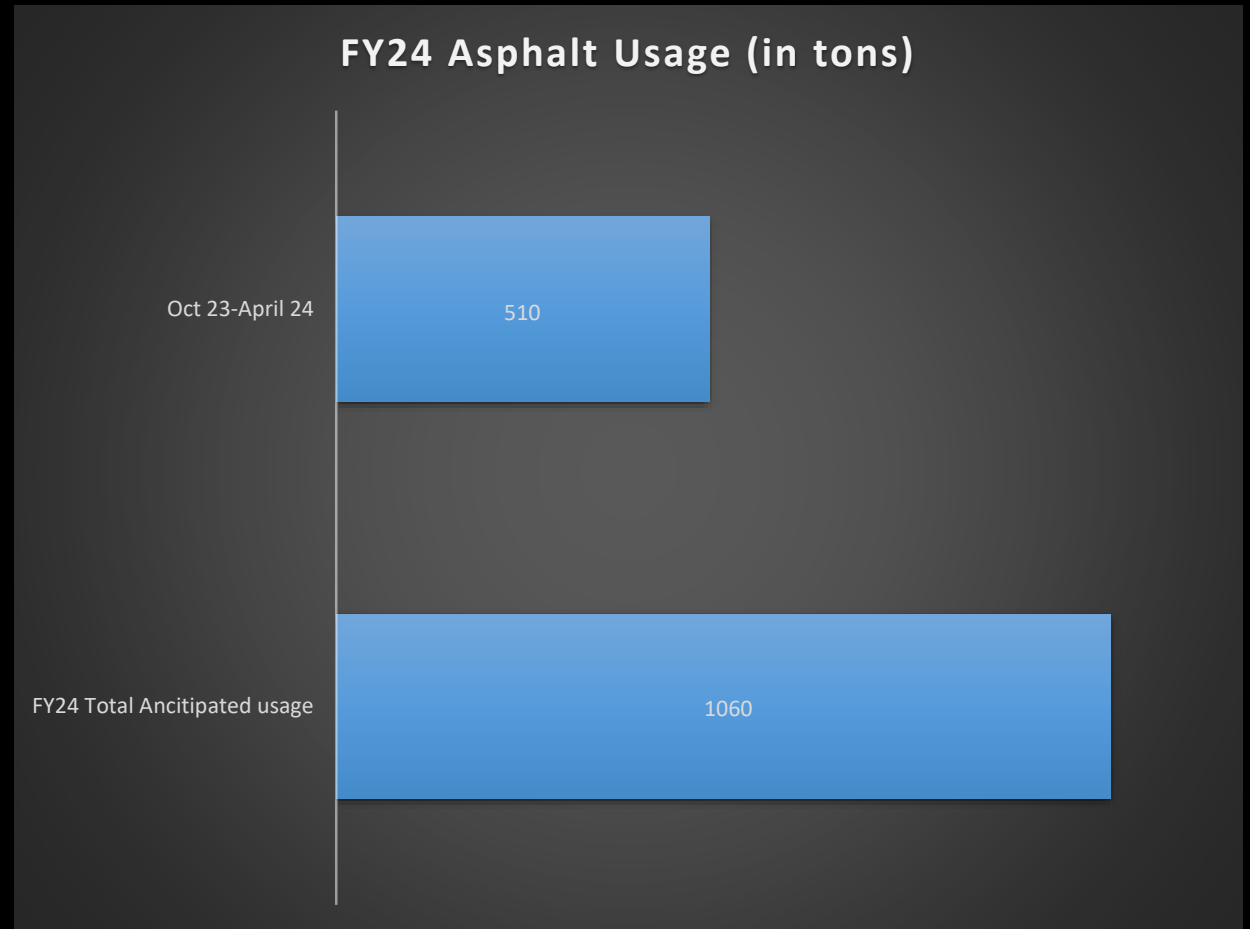
- Asphalt collected from the batch plant typically has a temperature range of 270 to 325 degrees. Reducing the time between pickup and delivery is essential to ensure that the material can be placed and compacted efficiently.
- Under the Tarrant County contract, the City of Burleson has the flexibility to work with various vendors located within 25-miles.
- If one vendor's operations are disrupted or affected, the City has the option to switch to another vendor without any significant interruption to its operations.



Current vs FY 24 Anticipated Usage



- Street Maintenance crews have finished over 250 tasks related to maintaining asphalt roadways since October 2023
- These tasks are initiated by customer service requests, including those received through channels like 311, as well as routine inspections and repairs resulting from water or sewer line maintenance.
- In completing these 250+ tasks, the staff has utilized more than 500 tons of asphalt.
- It is anticipated that staff will use an additional 550 tons of material by the end of Fiscal Year 2024.





Options

APPROVAL RECOMMENDED



APPROVE

Approve a minute order for the purchase of asphalt materials from Austin Asphalt Inc. and Texas Materials, Inc.



DENY

Deny a minute order for the purchase of asphalt materials from Austin Asphalt Inc. and Texas Materials, Inc.



Questions

Clinton Sumerall

Deputy Director-Operations

csumerall@burlesontx.com

(682)312-2790



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between Austin Asphalt ("Vendor") and the City of Burleson, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the Tarrant County, Texas Cooperative Purchasing ("Cooperative Entity") and Vendor, Contract No. 2022-191, as amended, (the "Agreement") with an expiration date of 10/30/2024.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at this link or upon request from the Customer.
iii. The attached Vendor Quote/Purchase Order, if applicable;
iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase Asphalt road surfacing products pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed One hundred thousand dollars and No/100 ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

[] Single Purchase Contract -The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and

the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on 05/05/2025.

This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and available online or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the _____ day of _____ 20__.

CITY OF BURLESON


By: _____

Name: _____

Title: _____

Date: _____

VENDOR: Austin Asphalt

By:  _____
06A86537340D4C5...

Name: Steve waczak

Title: Asphalt Sales

Date: 4/25/2024



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER 141306

PAGE 1 OF 11

DATE: 07/18/2023

SUBJECT: BID NO. 2022-191 - ANNUAL CONTRACT FOR ASPHALT ROAD SURFACING PRODUCTS - COUNTYWIDE - VARIOUS VENDORS - EXERCISE FIRST OPTION FOR RENEWAL - SAME FIRM FIXED PRICES

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. 2022-191, Annual Contract for Asphalt Road Surfacing Products, for the first optional twelve (12) month period at the same firm fixed prices.

BACKGROUND

On October 11, 2022, the Commissioners Court, through Court Order #139394, awarded Bid No. 2022-191, Annual Contract for Asphalt Road Surfacing Products, Countywide, to the following vendors:

Primary	Austin Asphalt, Inc.	6 of 6 Items
	Texas Materials, Inc.	6 of 6 Items
	Reynolds Asphalt & Construction Company	5 of 6 Items
	Vulcan Construction Materials, LLC	5 of 6 Items

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

The vendors notified Purchasing in writing that their prices will remain firm through October 30, 2024. The four (4) Precincts Maintenance divisions notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of the four (4) Precincts Maintenance divisions and Purchasing that the Commissioners Court approve renewal of Bid No. 2022-191, Annual Contract for Asphalt Road Surfacing Products, for another twelve (12) month period.

FISCAL IMPACT

Expenditures for last year were approximately \$1,523,043.59. Materials are provided on an as-needed basis. The department has included funding in the FY 2024 budget. Thirty-nine (39) other entities utilized this contract.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Emily Salter Chris Lax, CPSM, CPSD, CPCP
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TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. 2022-191 - Annual Contract for Asphalt Road Surfacing Products - Countywide - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPCP
Assistant Purchasing Agent

June 07, 2023

Austin Asphalt Inc.
Eric Schranz
1199 South Beltline Road # 110
Coppell, TX 75019

Re: Annual Contract for Asphalt Road Surfacing Products

Dear Mr. Schranz:

The above referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of 10/31/2022, through 10/30/2023. The effective dates for the first renewal option will run from 10/31/2023 through 10/30/2024.

The Tarrant County Purchasing Department hereby extends an invitation to your firm to accept the first option for an additional two (2) year period. Please mark the appropriate response below and provide your signature above your printed name.

Yes, Austin Asphalt Inc., will accept the offer to renew through October 30, 2024. Please include a current 1295 Form with your response and your current insurance certificate.

No, Austin Asphalt Inc., will NOT accept the offer to renew through October 30, 2024.

Please email your signed response.

Sincerely,

Emily Salter

Emily Salter, Senior Buyer
Tarrant County
817-884-1143

Austin Asphalt Inc.

BRIAN SALERNO
VICE PRESIDENT

6/13/23
Date



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76106 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPCP
Assistant Purchasing Agent

June 07, 2023

Texas Materials, Inc.
Chris Michael

#2019, TX 75062

Re: Annual Contract for Asphalt Road Surfacing Products

Dear Mr. Michael:

The above referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of 10/31/2022, through 10/30/2023. The effective dates for the first renewal option will run from 10/31/2023 through 10/30/2024.

The Tarrant County Purchasing Department hereby extends an invitation to your firm to accept the first option for an additional two (2) year period. Please mark the appropriate response below and provide your signature above your printed name.

Yes, Texas Materials, Inc., will accept the offer to renew through October 30, 2024. **Please include a current 1295 Form with your response and your current insurance certificate.**

No, Texas Materials, Inc., will NOT accept the offer to renew through October 30, 2024.

Please email your signed response.

Sincerely,

Emily Salter

Emily Salter, Senior Buyer
Tarrant County
817-884-1143

Chris Michael

Texas Materials, Inc.
Chris Michael

6/13/2023
Date



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPCP
Assistant Purchasing Agent

June 07, 2023

Reynolds Asphalt & Construction Company
Ned Tankersley
8713 Airport Freeway
North Richland Hills, TX 76108

Re: Annual Contract for Asphalt Road Surfacing Products

Dear Mr. Tankersley:

The above referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of 10/31/2022, through 10/30/2023. The effective dates for the first renewal option will run from 10/31/2023 through 10/30/2024.

The Tarrant County Purchasing Department hereby extends an invitation to your firm to accept the first option for an additional two (2) year period. Please mark the appropriate response below and provide your signature above your printed name.

Yes, Reynolds Asphalt & Construction Company, will accept the offer to renew through October 30, 2024. **Please include a current 1295 Form with your response and your current insurance certificate.**

No, Reynolds Asphalt & Construction Company, will NOT accept the offer to renew through October 30, 2024.

Please email your signed response.

Sincerely,

Emily Salter

Emily Salter, Senior Buyer
Tarrant County
817-884-1143

Ned Tankersley

Reynolds Asphalt & Construction Company
Ned Tankersley

6/12/23
Date



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPCP
Assistant Purchasing Agent

June 07, 2023

Vulcan Construction Materials, LLC
Julia Farrar
PO Box 791550
San Antonio, TX 78279

Re: Annual Contract for Asphalt Road Surfacing Products

Dear Ms. Farrar:

The above referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of 10/31/2022, through 10/30/2023. The effective dates for the first renewal option will run from 10/31/2023 through 10/30/2024.

The Tarrant County Purchasing Department hereby extends an invitation to your firm to accept the first option for an additional two (2) year period. Please mark the appropriate response below and provide your signature above your printed name.

Yes, Vulcan Construction Materials, LLC, will accept the offer to renew through October 30, 2024.
Please include a current 1295 Form with your response and your current insurance certificate.

No, Vulcan Construction Materials, LLC, will NOT accept the offer to renew through October 30, 2024.

Please email your signed response.

Sincerely,

Emily Salter

Emily Salter, Senior Buyer
Tarrant County
817-884-1143

Julia Farrar

Julia Farrar
Vulcan Construction Materials, LLC

6/13/2023

Date

Memorandum

To: Joe Trammel, Director
Dept: Precinct 1 Maintenance
From: Emily Salter, Senior Buyer, Purchasing Department
Date: June 12, 2023
Re: Renewal of 2022-191 Annual Contract for Asphalt Road Surfacing Products

The above referenced contract will expire on October 30, 2023. This contract included options to renew with the vendor for two (2) additional twelve (12) month terms. The first renewal term will commence October 31, 2023 and would expire October 30, 2024.

If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form **back to me on or before Friday, June 16, 2023.**

Austin Asphalt, Inc.
Texas Materials, Inc.
Reynolds Asphalt & Construction Company
Vulcan Construction Materials, LLC.

Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

558097 / 26100-2023 / 6403000001

_(GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s):

SIGNATURE:  DATE: Sun 12, 2023

Richard Hatcher

Memorandum

To: Jason Thomas, Director
Dept.: Precinct 2 Maintenance
From: Emily Salter, Senior Buyer, Purchasing Department
Date: June 12, 2023
Re: Renewal of 2022-191 Annual Contract for Asphalt Road Surfacing Products

The above referenced contract will expire on October 30, 2023. This contract included options to renew with the vendor for two (2) additional twelve (12) month terms. The first renewal term will commence October 31, 2023 and would expire October 30, 2024. If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form back to me on or before Friday, June 16, 2023.

Austin Asphalt, Inc.
Texas Materials, Inc.
Reynolds Asphalt & Construction Company
Vulcan Construction Materials, LLC.

Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

558097 / 26100-2023 / 6210300000 / _____

(GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s).

SIGNATURE:

Jason L Thomas

ATE:

6/22/2023

Memorandum

To: Richard Schiller, Director
Dept: Precinct 3 Maintenance
From: Emily Salter, Senior Buyer, Purchasing Department
Date: June 12, 2023
Re: Renewal of 2022-191 Annual Contract for Asphalt Road Surfacing Products

The above referenced contract will expire on October 30, 2023. This contract included options to renew with the vendor for two (2) additional twelve (12) month terms. The first renewal term will commence October 31, 2023 and would expire October 30, 2024. If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form back to me on or before Friday, June 16, 2023.

Austin Asphalt, Inc.
Texas Materials, Inc.
Reynolds Asphalt & Construction Company
Vulcan Construction Materials, LLC.



Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

558097, 26100-2023 6310300000

 (GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)



No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s).

SIGNATURE: Amanda Kyj

DATE: 6/13/23

Memorandum

To: Doug Deweese, Director
Dept.: Precinct 4 Maintenance
From: Emily Salter, Senior Buyer, Purchasing Department
Date: June 12, 2023
Re: Renewal of 2022-191 Annual Contract for Asphalt Road Surfacing Products

The above referenced contract will expire on October 30, 2023. This contract included options to renew with the vendor for two (2) additional twelve (12) month terms. The first renewal term will commence October 31, 2023 and would expire October 30, 2024. If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form back to me on or before Friday, June 16, 2023.

Austin Asphalt, Inc.
Texas Materials, Inc.
Reynolds Asphalt & Construction Company
Vulcan Construction Materials, LLC.

Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

558097 / 26100-2023 / 6410300000
(GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s).

SIGNATURE: Doug Deweese DATE: 6-12-2023

RFB 2022-191 Annual Contract for Asphalt Road Surfacing Products

Item No.	Descriptions	Estimated Usage in Tons	Austin Asphalt, Inc. Coppell, TX HUB - No CO-OP - Yes	Reynolds Asphalt & Construction Company North Richland Hills, TX HUB - No CO-OP - Yes	Texas Materials, Inc. Irving, TX HUB - No CO-OP - Yes	Vulcan Construction Materials, LLC San Antonio, TX HUB - No CO-OP - Yes
Section 1 - Item 340 HMAC Virgin Aggregate						
1	Type D SAC B PG 64-22 HMAC	20,000	Primary Award \$ 89.65	Primary Award \$ 85.00	Primary Award \$ 93.00	Primary Award \$ 78.06
2	Type D SAC B PG 70-22 HMAC	20,000	Primary Award \$ 99.65	Primary Award \$ 91.00	Primary Award \$ 98.00	Primary Award \$ 83.06
Section 2 - Item 340 HMAC Fractionated RAP						
3	Type B PG 64-22 HMAC	20,000	Primary Award \$ 67.75	Primary Award \$ 65.00	Primary Award \$ 79.00	Primary Award \$ 68.85
4	Type D SAC B PG 64-22 HMAC	20,000	Primary Award \$ 76.80	Primary Award \$ 70.00	Primary Award \$ 85.00	Primary Award \$ 78.06
5	Type D SAC B PG 70-22 HMAC	20,000	Primary Award \$ 87.50	Primary Award \$ 75.00	Primary Award \$ 93.00	Primary Award \$ 83.06
Section 3 - DMS9202 Patch Material						
6	High Performance Cold Mix Patch Material	60	Primary Award \$ 127.90	No Bid	Primary Award \$ 125.00	No Bid
Delivery - Tandem Truck						
Delivery Charges						
			\$9.00 Per Ton	\$7.08 Per Ton < 5 Miles	\$15.00 Per Ton	\$0.00 Per Ton
			\$0.70 Per Mile	\$0.25 Per Mile > 5 Miles	\$0.85 Per Mile	\$0.00 Per Mile
Minimum Delivery Charge			\$ 150.00	\$ 84.96	\$ 125.00	\$ 130.00
Minimum Delivery Size			13 Tons	12 Tons	12 Tons	No Minimum
Delivery - Flow Boy						
Delivery Charges						
			\$7.00 Per Ton	\$6.00 Per Ton < 5 Miles	\$12.00 Per Ton	\$0.00 Per Ton
			\$0.70 Per Mile	\$0.25 Per Mile > 5 Miles	\$0.65 Per Mile	\$0.00 Per Mile
Minimum Delivery Charge			\$ 150.00	\$ 132.00	\$ 185.00	\$ 130.00
Minimum Delivery Size			22 Tons	22 Tons	24 Tons	No Minimum
Demurrage Charge			\$120.00 Per Hour	\$60.30 Per Hour	\$90.00 Per Hour	\$100.00 Per Hour
Normal Expected Delivery ARO:			1 Day	Within the hour	24 Hours	

Notes: A no bid response was received from Ergon Asphalt & Emulsions, Inc.

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Clinton Sumerall, Deputy Director - Operations
MEETING: May 6, 2024

SUBJECT:

Consider approval of a contract for the purchase of one replacement Utility Response Vehicle for the Fire Department with Alternative Support Apparatus LLC (ASAP) in the amount of \$87,364 (*Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering*).

SUMMARY:

The Equipment Services Division of the Public Works & Engineering Department coordinates the purchase of the majority of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs. Indirect or "hidden" costs associated with delayed asset replacement include:

- Reduced employee efficiency and lost productivity,
- Increased fleet size to compensate for higher out of service rates, and
- Increased accident rates or liability exposure.

Equipment Services staff consider several criteria including: age, miles/hours, type of service, reliability, maintenance and repair costs, and condition. Staff also consulted with the Fire Department and staff for input and confirmation of their operational needs and that the specific models recommended would meet their needs.

The existing Utility Response Vehicle, purchased in 2013, has been evaluated and is recommended to be replaced. The Fire Department has one Kawasaki Utility Response Vehicle that will be replaced with an Off Road Specialty Vehicles MedStat Utility Response Vehicle.

Recent advancements in URV design have led to vehicles specifically tailored for efficient patient treatment and off-road transport. This vehicle is crucial for city-sponsored and vendor-sponsored events, where traditional ambulances face challenges in accessibility due to the expansive event areas. After working reviewing the needs of the Fire Department, it was determined that there was only one company that produces a Utility Response Vehicle with a fully enclosed patient compartment.

Events such as BISSD football games, the Hot Sounds of Summer series, the Red, White, & BTX celebration, and the annual Christmas parade require specialized medical support due to their size and logistical complexities. The URV's ambulance-style patient compartment, provided by a single vendor, allows firefighters to deliver medical care effectively, particularly in outdoor environments with challenging conditions.

As part of the FY2022-23 and FY2023-24 budget processes, City Council approved a total of \$149,501 from the Equipment Replacement Fund for the purchase of vehicles. On September 12, 2022, \$21,855 was allocated for a Utility Response Vehicle. On September 11, 2023, \$127,646 was designated for a one-ton brush truck, with a remount of the existing apparatus and cost savings of \$32,700 being utilized for a portion of the Utility Response Vehicle. Additionally, a \$30,000 supplemental from the Equipment Replacement Fund was approved on September 11, 2023, to cover the balance of the Utility Response Vehicle.

RECOMMENDATION:

Approve a contract for the purchase of one replacement Utility Response Vehicle for the Fire Department with Alternative Support Apparatus LLC (ASAP) in the amount of \$87,364 (*Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering*).

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

FISCAL IMPACT:

Explain Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 602-1302-71001

Amount: \$87,364

Project (if applicable): N/A

Financial Consideration: N/A

Explain fiscal impact if any: N/A

STAFF CONTACT:

Clinton Sumerall
Deputy Director - Operations, Public Works & Engineering
csumerall@burlesontx.com
682-312-2790



FY24 Equipment Replacement
Purchase
Phase 2 Fire Department Utility
Rescue Vehicle

City Council

April 1, 2024



City Fleet Background

- The Equipment Services Division of Public Works & Engineering is responsible for facilitating vehicle and equipment purchases as well as providing maintenance and repair City fleet assets during their life cycle with the City.
- During the budget process each year, Equipment Services works with individual departments and performs an analysis of the entire fleet as well as provides a list of assets that have in need of replacement for the next fiscal year.
- A scoring system of six criteria provides staff information to consider when recommending retention or replacement of assets.

The scoring system includes:

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost

- After review of operational needs with individual departments, Equipment Services works to identify and get competitive pricing on equipment funded through the replacement fund and the supplemental request process.

FY24 ERF Purchasing -Phasing

As the budget for FY24 was approved the decision was made to facilitate the procurement of vehicles in phases. As some of the vehicles and equipment are not available to be ordered outside of the ordering window and some of the equipment needed further specification, staff has grouped the purchases of equipment into categories or groups.

These phases or categories include:

- Equipment such as backhoes, loaders, utility carts.
- Vehicles such as flat bed trucks, SUV's or pick up trucks (Ordering window opens in June).
- Emergency service equipment such as Patrol cars for police or Fire equipment(Ordering window opens in June).



Equipment Replacement Fund (ERF) Overview



- Burleson uses a dedicated sinking fund to fund replacement of equipment and vehicles that contribute
- Annual operating budgets for the respective operating departments include payments to the ERF
- The ERF is managed by the Finance Department in coordination with the Equipment Services Division of the Public Works & Engineering Department
- As a general example, consider a \$85,000 asset with a projected 10-year use:
 - Projected \$100,000 replacement cost at year 11
 - Operating department contributes \$10,000/yr for the next 10 years (total \$100,000)
 - Original \$85,000 unit is replaced at year 11

FY24 ERF purchasing



Asset type	Description	Current fleet inventory	Units being Purchased FY24	Replacement Phase	Council Date
Emergency	EMS Mule	1	1	2	May 6th
Vehicle	Compact Truck	2	2	2	May 20th
Vehicle	1/2 Ton Truck	32	11	2	May 20 th
Vehicle	3/4 or 1 ton Truck	40	4	2	May 20 th
Vehicle	Camera Van -Wastewater	1	1	2	May 20 th
Emergency	PD Admin Unmarked No lights	3	2	3	May 20th
Emergency	PD Patrol Tahoe	46	1	3	May 20th



Funding Background

Equipment number	Description	Assignment	FY 24 Budget	Cost	Vendor
349	Utility Response Vehicle	Fire Department	\$84,555	\$87,364	ASAP

Prior action:

- September 12, 2022: As part of the FY2022-23 Budget Process, Council approved \$21,855 in the Equipment Replacement Fund for the purchase of the rescue vehicle. Funds were carried forward to FY23
- September 11, 2023: As part of the FY2023-24 Budget Process, Council approved:
 - \$127,646 in the Equipment Replacement Fund for the purchase of a one-ton brush truck.
 - Remount of the existing apparatus and cost savings of \$32,700, which were utilized for a portion of the rescue vehicle.
- September 11, 2023: As part of the FY2023-24 Budget Process, Council approved a \$30,000 supplemental for the balance of the rescue vehicle.
- Note: Replacement equipment pricing exceeded the FY24 budget. However, the Equipment Replacement Fund can accommodate the additional cost, which will be factored into future contribution rates.

How mule would be used



- Replacing the existing Utility Response Vehicle with the ASAP MedStat URV enhances our ability to deliver efficient medical assistance in Burlison.
- The MedStat URV serves as a supplementary resource to our ambulance fleet, ensuring swift service delivery at community events without needing to dispatch a reserve ambulance.
- Swift relocation of patients from harsh conditions to a climate-controlled space is facilitated by the MedStat URV's versatility, with ambulance dispatch procedures ready for patient transport when necessary.
- The agility of the MedStat URV enables rapid response in inaccessible areas, enhancing emergency coverage and serving as an efficient EMS standby unit at special events.
- Integration of the MedStat URV optimizes resource allocation and response efficiency, ensuring timely and quality care for those in need in Burlison.
- The MedStat URV's presence at events conserves vital frontline resources, allowing ambulances to be available for daily call volumes.
- Its ability to navigate large areas and dense crowds enhances comprehensive medical support, making sure everyone stays safe and gets help when needed.



Action Requested

APPROVAL RECOMMENDED

Approval of a contract with:

ASAP - OFF ROAD SPECIALTY VEHICLES



Questions

Clinton Sumerall

Deputy Director-Operations

csumerall@burlesontx.com

(682)312-2790



Purchasing

CITY OF BURLESON SOLE-SOURCE PURCHASING AGREEMENT

This **Sole Source Purchasing Agreement (" Agreement")** is entered into by and between ASAP Off-Road Specialty Vehicles (" Vendor") and the City of Burleson ("Customer" or Authorized Customer"), a Texas Municipal Corporation.

This Agreement is executed under the authority granted to the City of Burleson, Texas, under Chapter 252.002 (a)(7)(A) of the Texas Local Government Code, which exempts purchases from the competitive bidding process when the items are available from only one source.

The Sole Source Purchase Vendor Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Sole Source Vendor Purchasing Agreement;
2. City of Burleson Terms and Conditions, which are incorporated herein by reference and available [at this link](#) or upon request from the Vendor.
3. Exhibit A Vendor' s Quote;
4. Exhibit B Vendor' s Sole Source Justification Letter;

The Vendor agrees to the City of Burleson Terms and Conditions. Exhibits A, and B which are attached hereto and incorporated herein, are made part of this agreement for all purposes.

Payments under this Agreement are in the amount of Eighty-Seven Thousand, Three Hundred Sixty-Four Dollars and no/100 ("Purchase Price").

The undersigned represents and warrants that he/she has the power and authority to execute this Agreement, bind the respective party, and that the execution and performance of this Agreement has been duly authorized by the respective party. This Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

(Signature page follows)



Purchasing

Each party has caused this Agreement to be executed by its duly authorized representative on this the _____ day of _____ 20____.

CITY OF BURLESON

VENDOR

By: _____

By: ^{DocuSigned by:} *Scott Carlisle*
5D97A28291C64BB

Name: _____

Name: Scott Carlisle

Title: _____

Title: General Manager

Date: _____

Date: 4/29/2024

2/2/2024 15:27

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 11/15/2023



2024 MEDSTAT MS 500 QUOTE

DEALER: ASAP
CUSTOMER:
 Burleson Fire/EMS
 828 SW Alsbury Boulevard
 Burleson, TX 76028-4296

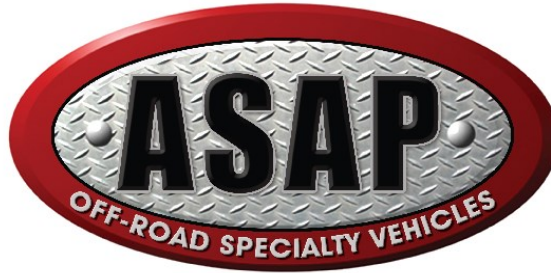
DATE 2/2/2024
QUOTED BY S. Carlisle

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
MS 500 BASE UNIT	\$75,379	1	\$75,379
CHASSIS AND CAB STANDARD FEATURES			
Modified Intimidator UTV Chassis Standard White Paint Color - Hood & Dash On Demand Four Wheel Drive Fully Independent, Heavy Duty Suspension Power Steering Cab - Steel Mounted to ROPS Roll Bar w/ Windshield and Doors Windshield Wiper 270 Degree Sweep Mirrors - Lt & Rt & Rear View Deep Cycle Battery Skirting - Alum Tread Plate w/ Rear Step Bumper Auxiliary Switches - Five (5) Air Conditioning Insulation Package - Cab/Engine Siren and Speaker Tailpipe			
PATIENT COMPARTMENT STANDARD FEATURES			
All Aluminum Welded Construction Heavy Duty Extruded Frame Painted Interior - Non-insulated surfaces Painted Exterior - White Standard Bench Seat – 60" w/ Seat Belts, Seat Pads, Built in Storage Cot Mounting System Door - Side Access Door to Bench Storage Door - Rear Hinged Wrap Around Style Double Doors Grab Handles – Interior (1) Entry Door and (1) Ceiling Windows - Tinted Auto Safety Glass w/ Slide Screen Insulation - Headliner Panel Insulation - Interior Wall Panels IV Holder - Rubber Style Outlet - 12 Volt Auxiliary ALS Cabinets Package – Upper & Lower			
LIGHTING STANDARD FEATURES			
LED Headlights LED Dome Lights - (1) in Cab, (1) in Patient Compartment LED Tail Lights LED Rear Scene/Load Light LED Turn Signals LED Emergency Lights – (1) Each Side, (2) Rear LED Light Bar (Front Facing)			
TIRES AND WHEELS STANDARD FEATURES			
Aluminum Wheels – 4 Wheels Off-Road Tires			
CHASSIS AND CAB OPTIONS			
Heater- Under Dash w/ Defrost Fan	\$1,233	1	\$1,233
Rear Hitch Receiver	\$623	1	\$623
Rear View Camera System	\$744	1	\$744
Brush Guard	\$320	1	\$320
PATIENT COMPARTMENT OPTIONS			
110 Volt Heater	\$1,171	1	\$1,171
Bench Seat – Back Pads - 60" (Wall Mounted)	\$450	1	\$450
Outlet - 110 Volt	\$175	1	\$175
PAINT OPTIONS			
Custom Paint Color (Other Than Standard White) Paint Code	\$975	1	\$975
LIGHTING OPTIONS			
LED Front Scene/Work Lights (Qty 2)	\$350	1	\$350
LED Side Scene Lights	\$759	1	\$759
TIRE UPGRADE OPTIONS			
TOTAL MEDSTAT CUSTOMER PRICE			\$82,179
CUSTOMER REQUESTED ITEMS			
Estimated Shipping to: Burleson, TX 76028-4296	\$5,185.00	1	\$5,185.00
TOTAL PRICE TO CUSTOMER			\$87,364

Terms - 25% Down on Receipt of Order and Payment in Full Upon Delivery

FINANCING AVAILABLE*

Exhibit B



10/05/2023

To Whom It May Concern,

Alternative Support Apparatus LLC (ASAP) of 5609 Gundy Drive, Midvale, Ohio is the only company in the world that builds the ASAP MedStat off-road ambulance vehicle that features a fully enclosed patient compartment. This vehicle is built on a modified UTV chassis.

The ASAP MedStat is the only UTV based off-road ambulance vehicle that holds a US Patent (Patent No. 8,215,422 B2). This vehicle works hand-in-hand with your full-size ambulance and EMS fleet by providing a climate controlled enclosed environment for the patient, securely housing a full-size cot, and seating for up to two attendants and a driver. It also features a dedicated battery system to ensure the power you need for scene, search and emergency lights. The ASAP MedStat can meet your needs with its numerous standard features and an extensive list of options.

ASAP and Intimidator UTV products are all made in the United States of America.

A handwritten signature in black ink, appearing to read "Scott Carlisle", with a long, sweeping horizontal line extending to the right.

Scott Carlisle
General Manger
Alternative Support Apparatus LLC

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.

Alternative Support Apparatus, LLC
Midvale, OH United States

Certificate Number:
2024-1154342

Date Filed:
04/30/2024

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

The City of Burleson

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.

2024-05-06
MedStat 500 Off-Road Ambulance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Scott D. Carlisle, and my date of birth is [REDACTED]

My address is 427 Creekside Rd SE (street), New Philadelphia (city), OH (state), 44663 (zip code), USA (country).

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

Executed in Tuscarawas County, State of Ohio, on the 30th day of April, 2024.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

City Council Regular Meeting

DEPARTMENT: Administrative Services
FROM: Richard Abernethy, Director of Administrative Services
MEETING: May 6, 2024

SUBJECT:

Consider approval of a Cooperative Purchase Customer Agreement for the purchase of vehicle parts, supplies, and equipment with O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts, through Sourcewell Cooperative Purchasing (Contract# 032521-ORA) for three years in the amount of \$225,000. *(Staff Contact: Richard Abernethy, Administrative Services Director)*

SUMMARY:

The Purchasing Division of the Administrative Services Department oversees various contracts and expenditures that span multiple departments throughout the organization to ensure compliance with City policies and applicable federal, state and local purchasing laws.

O'Reilly Auto Parts is frequently utilized by various departments across the City for procuring supplies and materials essential for daily operations. The Public Works' Fleet Division, being the largest user, often finds it necessary to procure auto parts or materials for repairs in order to maintain the optimal efficiency and functionality of the city fleet.

Sourcewell cooperative contracts offer significant advantages for local governments aiming to enhance procurement efficiency. By leveraging collective purchasing power, municipalities access diverse goods and services at competitive rates, saving time and resources. Rigorous solicitation processes ensure compliance with procurement regulations and provide access to reputable suppliers.

By leveraging this Sourcewell Cooperative Contract, O'Reilly Auto Parts extends a minimum guaranteed 41% discount on their product's list price. Depending on the product line, this discount can be higher.

RECOMMENDATION:

Approve a Cooperative Purchase Customer Agreement for the purchase of vehicle parts, supplies, and equipment with O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts, through Sourcewell Cooperative Purchasing (Contract# 032521-ORA) for three years in the amount of \$225,000.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None

REFERENCE:

None

FISCAL IMPACT:

Explain Budgeted Y/N: Y

Fund Name: multiple

Full Account #s: multiple

Amount: \$225,000

Project (if applicable): N/A

Financial Consideration:

Explain fiscal impact if any: Approximately \$75,000 spend per fiscal year across the organization.

STAFF CONTACT:

Richard Abernethy
Director of Administrative Services
rabernethy@burlesontx.com
817-426-9662



City of Burleson and O'Reilly Auto Enterprises Purchasing Cooperative Agreement

CITY COUNCIL

MAY 6, 2024

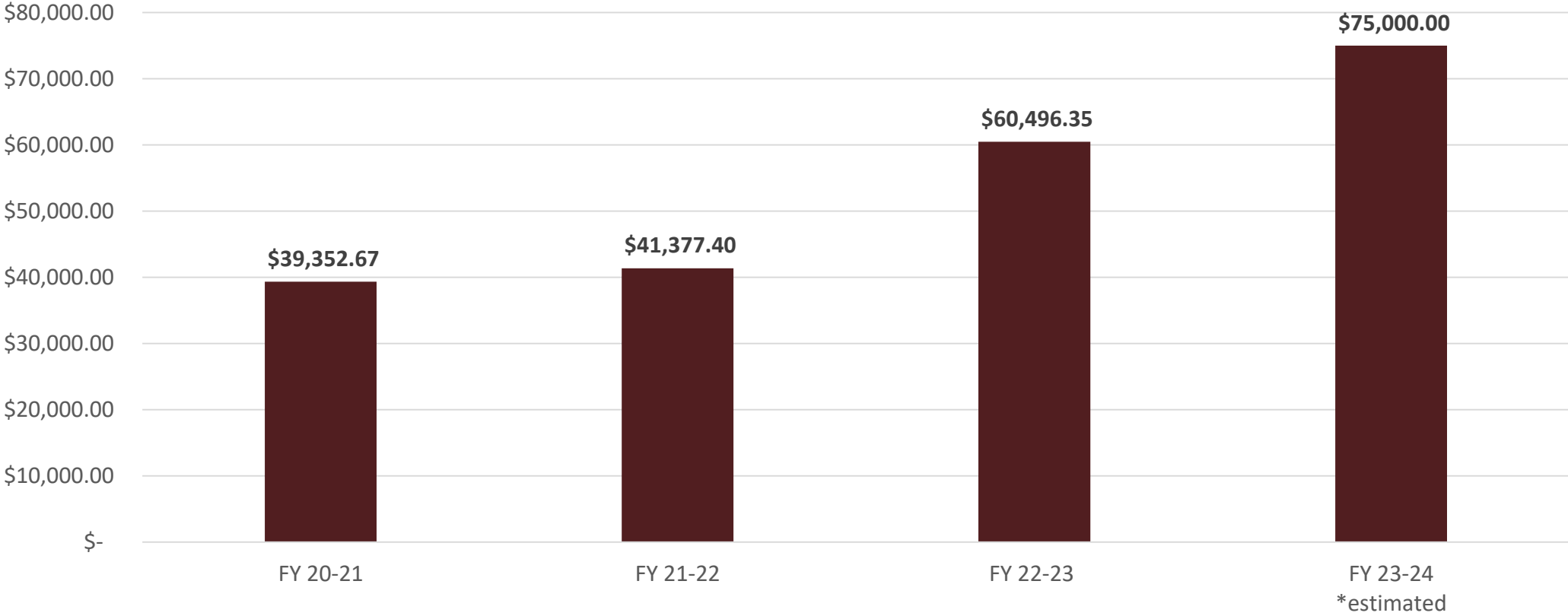
Background

- O'Reilly Auto Parts is frequently utilized by various departments across the City for procuring supplies and materials essential for daily operations. The largest user is the Public Works' Fleet Division.
- Historically, the City has purchased items with O'Reilly Auto Parts under a Cooperative Contract through the Sourcewell Cooperative Purchasing.
- Sourcewell Cooperative Contracts offers advantages to local governments including access to diverse goods and services at competitive rates as well as reputable suppliers.

Sourcewell Cooperative Discounts

- Sourcewell offers a minimum 41% discount off *list price* under the proposed Sourcewell Cooperative Contract.
- This discount has equated to approximately 21% off MSRP for the City of Burleson over the life of the contract.
- The City has saved approximately **\$40,577.87** since 2019 under these contracts.

Historical Spend



Total spend includes issued checks and P-Card transactions.
Data for 2020-2021 is reported from the HTE system. Data from 2022 forward is reported from the Munis system.

City Council Requested Action

Approve a Cooperative Purchasing Agreement for the purchase of vehicle parts, supplies, and equipment with O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts, through Sourcewell Cooperative Purchasing (Contract # 032521-ORA) for three years in the amount of \$225,000.



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between O'Reilly Auto Parts ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the SOURCEWELL Cooperative Purchasing ("**Cooperative Entity**") and Vendor, Contract No. 03251-ORA, as amended, (the "**Agreement**") with an expiration date of 05/19/2025.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at this link or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase VEHICLE PARTS, SUPPLIES & OTHER EQUIPMENT pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of \$225,000.00 ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and

the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (3) year(s) expiring on 05/06/2027.

~~This Customer Agreement may be renewed for two one-year renewals.~~ Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and available online or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the _____ day of _____ 20____.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR: O'Reilly Auto Parts

By:  _____

Name: Wes Wise

Title: Vice President of Sales

Date: 5/1/2024

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Tiana Jackson, P.E., CFM, Capital Engineering Manager
MEETING: May 6, 2024

SUBJECT:

Consider approval of a minute order rejecting the bids for ITB 2024-012 Lift Station Rehabilitations. (*Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager*)

SUMMARY:

As part of the water and wastewater CIP program, this project is to rehabilitate the three City lift stations – Gateway, Mockingbird, and Service Center. August 2022, a condition assessment was completed on all three lift stations and recommended various upgrades at all three locations.

The effort for Gateway Lift Station (1101 N Burleson Blvd) will include a full wet well rehabilitation including interior coating, weather shielding, a complete electrical redesign including installation of a portable generator quick connect, SCADA, pump replacement, and mechanical upgrades.

The effort for Service Center Lift Station (725 SE John Jones) will include installation of a portable generator quick connect, weather shielding, SCADA, other mechanical upgrades, and an access road to the lift station.

The effort for Mockingbird Lift Station (1990 S Burleson Blvd) will include weather shielding, fencing, and electrical upgrades.

The project was advertised for construction bids beginning March 13, 2024. 29 entities downloaded project information and one bid for \$1,276,775.00 was publicly opened on April 9, 2024. The project construction funding is \$830,515.00.

Based on the single bid received that significantly exceeds available funding, staff recommends rejecting this single bid. Staff will explore additional design alternatives to more cost-effectively address the project objectives. Staff will then initiate a new procurement for the potentially revised project.

RECOMMENDATION:

Approve a minute order rejecting the bids for ITB 2024-012 Lift Station Rehabilitations.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

March 6, 2023, the Council approved a professional services agreement with Birkhoff, Hendricks & Carter, LLP for the design of the Lift Station Rehabilitations project in the amount of \$75,500.00. (item 6.B)

REFERENCE:

CSO5019-03-2023

FISCAL IMPACT:

N/A

STAFF CONTACT:

Tiana Jackson
Project Manager and Capital Engineering Manager
tjackson@burlesontx.com
817-426-9619

Rejection of Bids for Lift Station Rehabilitations

May 6, 2024



Project Background

Lift station evaluations were performed in August 2022 which recommended upgrades to the following City lift stations:

- **Gateway Lift Station** to receive a full rehabilitation of the interior wet well, new electrical panel location, new electrical components and a quick connect for a mounted portable generator
- **Service Center Lift Station** to receive a new electrical panel, electrical upgrades, a quick connect for a mounted portable generator, and a driveway for access from service center parking area
- **Mockingbird Lift Station** to receive weather shielding, fencing, and electrical upgrades



Construction Procurement

- Invitation To Bid issued March 13, 2024
- 29 entities downloaded project information including multiple plan room services
- Bid opening April 9, 2024 with one (1) submission (\$1,276,775)
- Project construction funding \$830,515 (Water & Sewer Bonds)



Staff Recommends: rejecting single bid received due to significantly exceeding available funding

Next Steps

- Staff will explore alternatives to refine the scope and achieve the project objectives
- Initiate a new procurement

Action Requested

Approve a minute order rejecting bids for ITB 2024-012 Lift Station Rehabilitations

Questions / Discussion

Tiana Jackson, P.E., CFM
Engineering Manager - Capital
tjackson@burlesontx.com
817-426-9619

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Tiana Jackson, P.E., CFM, Capital Engineering Manager
MEETING: May 6, 2024

SUBJECT:

Consider approval of a minute order rejecting the bid for ITB 2024-007 Bluebird Meadows Drainage Improvements. (*Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager*)

SUMMARY:

Public Works & Engineering was alerted to standing water within the 6500 block of Bluebird Meadows Drive. Upon staff investigation, the area in question was a HOA parcel that had a Brazos Electric Cooperative easement placed over the land. After reaching out to Brazos Electric Cooperative, this area had been an issue to them for some time since the company would not have access to their power lines after a heavy rain. Brazos Electric Cooperative attempted to reach out to the homebuilders to have the area regraded but was unsuccessful. Public Works & Engineering produced an in-house design of an inlet and flume which would alleviate the drainage issue. Brazos Electric Cooperative reviewed and approved the plans as not interfering with their operations.

The project was advertised for construction bids beginning March 13, 2024. Three bids were publicly opened on April 9, 2024. GRod Construction, LLC was the low bidder with a bid total of \$132,047.50. Funds allocated for the project were \$99,228.

With the low bid being significantly higher than available funds, staff recommends rejecting this bid. Staff will explore additional design alternatives to more cost-effectively address the drainage concerns. Staff will then initiate a new procurement for the potentially revised project.

RECOMMENDATION:

Approve a minute order rejecting the bid for ITB 2024-007 Bluebird Meadows Drainage Improvements.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Tiana Jackson
Project Manager and Capital Engineering Manager
tjackson@burlesontx.com
817-426-9619

Rejection of Bids - Bluebird Meadows Drainage Improvements

May 6, 2024



Project Background



- Staff investigated multiple complaints of standing water in the 6500 block of Bluebird Meadows Drive over the past two years
- Multiple design solutions were explored and ultimately an area drain and flume were selected

Construction Procurement

- Invitation to Bid issued March 13, 2024
- Bids opened April 9, 2024
- 35 entities downloaded project information including multiple plan room services
- Three (3) submissions received
 - Low Bid: \$132,047.50
 - High Bid: \$198,884.58
- Project construction budget: \$99,228

(Source: Unallocated or Other Project Savings Funds)



Staff Recommends: Rejecting bids due to significantly exceeding available funds

Next Steps

- Staff will explore additional design alternatives that may more cost-effectively address the drainage concerns
- Initiate a new procurement

Action Requested

Approve a minute order rejecting bids for ITB 2024-007
Bluebird Meadows Drainage Improvements

Questions / Discussion

Tiana Jackson, P.E., CFM
Engineering Manager - Capital
tjackson@burlesontx.com
817-426-9619

City Council Regular Meeting

DEPARTMENT: Fire Department
FROM: Casey Davis, Interim Fire Chief
MEETING: May 6, 2024

SUBJECT:

Consider approval of a three year contract with Metro Fire Apparatus Specialist, Inc. for the purchase of public safety & fire supplies, bunker gear and equipment in the amount of \$330,000. *(Staff Contact: Casey Davis, Interim Fire Chief)*

SUMMARY:

At the present time public safety, fire supplies and equipment specifically bunker gear, pants, coats, boots and gloves are procured at current market rates through a variety of vendors. The three-year agreement with Metro Fire Apparatus Specialists, Inc., will secure a three year term of \$110,000 each year for required pants, coats, helmets, gloves and other ancillary items ensuring our firefighters are correctly and safely equipped for their job while providing the City with an optimal and consistent budget amount.

See attachment for the Cooperative Purchase Customer Agreement.

OPTIONS:

- 1) Approve the agreement as presented
- 2) Approve the agreement with changes
- 3) Deny the agreement

RECOMMENDATION:

Staff recommends approval of the agreement

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

Fund: #101 - General Fund

Org: #1012201 - Fire

Object: #61030 - Safety Supplies

Amount: \$330,000

STAFF CONTACT:

Casey Davis
Interim Fire Chief
CDavis@burlesontx.com
817-426-9173



Firefighting Personal Protective Bunker Gear

CITY COUNCIL PRESENTATION

MAY 6, 2024



What is Bunker Gear

Bunker gear, also known as turnout gear or personal protective equipment (PPE) for firefighters, is specialized clothing and equipment worn during firefighting and rescue operations. Its design aims to shield firefighters from various hazards encountered on duty, including heat, flames, sharp objects, chemicals, and contaminants. This gear is essential not only for firefighting but also for rescue operations like motor vehicle accidents and extrications.

Given its frequent use and exposure to chemicals, heat, fire products, and combustion by-products, bunker gear is susceptible to wear and tear. Additionally, the gear can become contaminated and may require thorough cleaning and decontamination to maintain its effectiveness and ensure firefighter safety.

NFPA 1851

Standard on Selection, Care, & Maintenance
of Protective Ensembles for Structural
Firefighting and Proximity Firefighting

Required by TCFP (Texas Commission on Fire Protection)

- **Maximum 10-Year Lifespan:** Determined from the date of manufacture.
- Several factors may shorten this lifespan, including:
 - Vendor Shelf Life
 - Wear and tear, along with incidental incidents
 - Deterioration of materials or components beyond economic repair (BER)
 - Excessive soil buildup that could impact the performance of the ensemble or its elements



Current Bunker Gear Purchase Plan

The Burleson Fire Department has traditionally purchased bunker gear annually as needed to replace gear that has reached the end of its service life or is economically unfeasible to repair.

In an effort to enhance cost-effectiveness and efficiency, we are proposing a three-year purchase plan utilizing the fire budget to procure the necessary replacements for our current staff

Replacement Plan

3-Year Frontline Use followed by 3-Year Backup Use (Total of 6 years in service)

- Every firefighter needs access to a backup set of bunker gear for use after a fire to ensure proper decontamination procedures for cleaning while being able to remain in service for the next incident
- Approximately one-third of the department is due for gear replacement annually

Challenges

- 15 new positions have been added since December 2022 and have not procured additional gear
- After 3 years of use, bunker gear must be disassembled for annual testing and subsequently sent off for repair
- Based on our experience, the gear typically reaches Beyond Economic Repair (BER) within 6 years, with repair costs being substantial in comparison to replacement



Cooperative Agreement

Vendor – Metro Fire apparatus Specialists Inc.

Cooperative Entity – BuyBoard - Contract # 698-23

Term - 3 years Expires 5-6-2027

Amount - \$330,000



Council Action Requested

Approve

- Staff recommends approval of a three-year contract with Metro Fire Apparatus Specialist, Inc. for the purchase of public safety & fire supplies, bunker gear and equipment in the amount of \$330,000
- Questions / Comments



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Metro Fire Apparatus Specialists, Inc., ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BuyBoard Cooperative Purchasing ("Cooperative Entity") and Vendor, Contract No. 698-23, as amended, (the "Agreement") with an expiration date of 03/31/2026.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at this link or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase Public Safety & Firehouse Supplies and Equipment Specifically, Bunker Gear and related items pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed \$330,000.00 ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and

the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for three (3) years expiring on 05/06/2026 **05/06/2027**

Customer Agreement shall be with a single vendor for products and services. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and available online or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the _____ day of _____ 20____.

CITY OF BURLESON


By: _____

Name: _____

Title: _____

Date: _____

VEN DocuSigned by: Apparatus Specialists, Inc.,

By:  _____
592C3AAD5C8945C...

Name: Jim Minton

Title: Sales Director

Date: 4/14/2024

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.

Metro Fire Apparatus Specialists, Inc.
Houston, TX United States

Certificate Number:

2024-1147671

Date Filed:

04/16/2024

Date Acknowledged:

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

City of Burleson

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.

Co-op Contract 698-23 - BB
Firefighting personal protective equipment and other.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Russell, Craig N	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jim Minton, and my date of birth is [REDACTED]

My address is 17350 SH 249 - Suite 250, Houston, Texas, 77064, USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 16th day of April, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: May 6, 2024

SUBJECT:

Consider approval of a resolution accepting the Quarterly Investment Report for December 31, 2023, as submitted in accordance with the Public Funds Investment Act (PFIA). (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

SUMMARY:

To comply with the Public Funds Investment Act (PFIA), staff is required to report quarterly to the City Council on the activities of its cash and investment holdings. The information required by the PFIA includes investment results for the quarter, economic summary and investment strategy, investment holdings, and book vs. market comparisons.

RECOMMENDATION:

Approve the resolution accepting the Quarterly Investment Report for December 31, 2023, as submitted in accordance with the Public Funds Investment Act (PFIA).

PRIOR ACTION/INPUT (Council, Boards, Citizens):

On February 7, 2023, the Finance Committee received and reviewed the Quarterly Investment Report for December 31, 2023, as part of the December 2023 Monthly Finance Report.

REFERENCE:

Attached is the Quarterly Investment Report.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Harlan Jefferson
Deputy City Manager
hjefferson@burlesontx.com

817-426-9651

December 2023 Quarterly Investment Reports

PRESENTED TO THE CITY COUNCIL ON

MAY 6, 2024

Overview

Provide an overview of the Quarterly Investment Report mandated by the Public Funds Investment Act (PFIA)

Ensures transparency, accountability, and prudent management of public funds

Highlight reporting requirements, key metrics, and commitment to ongoing evaluation and enhancement

Independent reviews to ensure compliance and accountability



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2024

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Burleson is in compliance with the Public Funds Investment Act and the City of Burleson Investment Policy and Strategies.

Disclaimer: These reports were compiled using information provided by the City of Burleson. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2023			March 31, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Deposit Account/Money Market Account	5.31%	\$ 18,619,788	\$ 18,619,788	5.05%	\$ 22,905,913	\$ 22,905,913
Pools/Money Market Fund	5.51%	57,544,455	57,544,455	5.42%	53,813,158	53,813,158
Securities	2.43%	24,991,457	24,792,655	2.36%	10,003,906	9,932,797
Certificates of Deposit	5.41%	31,972,661	31,972,661	5.37%	47,129,126	47,129,126
Total	4.88%	\$ 133,128,361	\$ 132,929,559	5.11%	\$ 133,852,104	\$ 133,780,995

Average Yield - Current Quarter (1)

Total Portfolio	5.11%
Rolling Three Month Treasury	5.46%
Rolling Six Month Treasury	5.37%
TexPool	5.32%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.99%
Rolling Three Month Treasury	5.49%
Rolling Six Month Treasury	5.43%
TexPool	5.34%

Interest Earnings (Approximate)

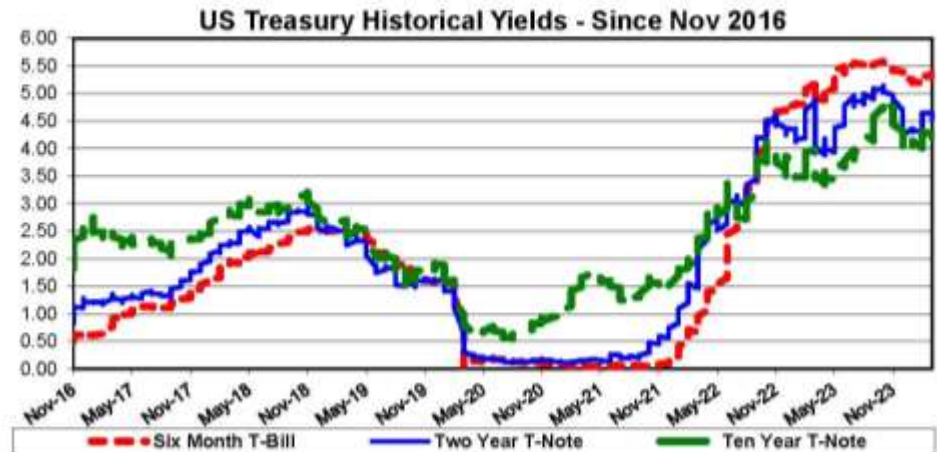
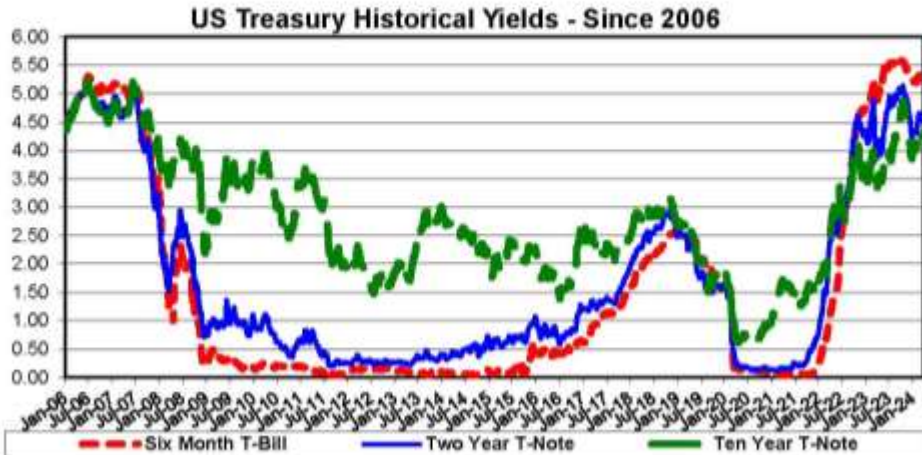
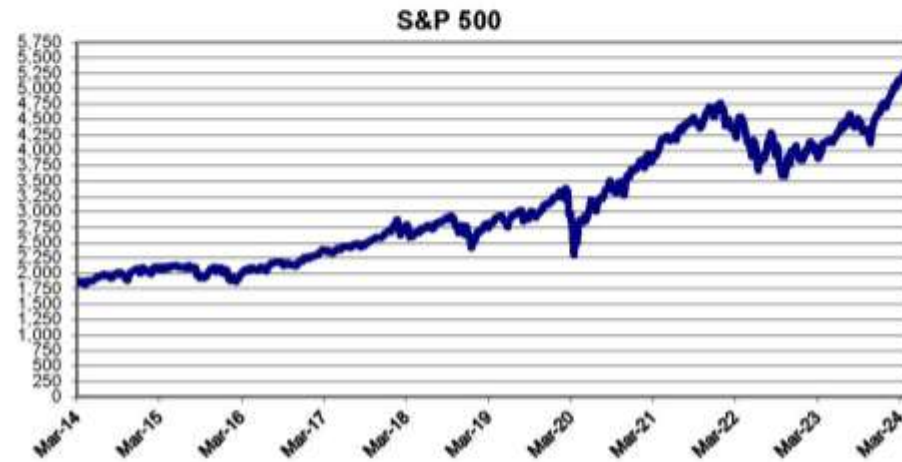
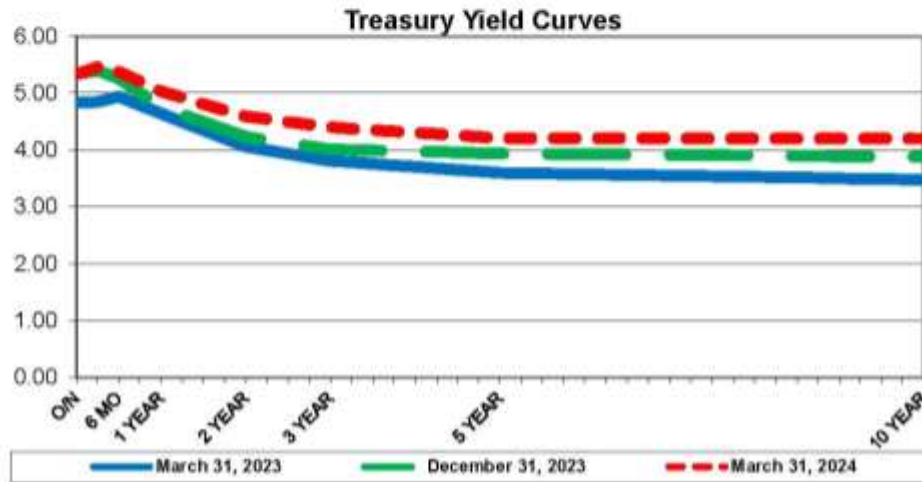
Quarter	\$ 1,768,358
Fiscal Year-to-date	\$ 3,356,164

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Investment Advisor Note: During market cycles where rates are rising, it is common to experience decreases in market value of current investments. This is due to the value the market places on the asset in terms of its buying or selling ability on the current market day. The City's Investment Policy establishes a "buy and hold" portfolio strategy where investment maturities are targeted to match with identified cash flow requirements, and the investments mature at the anticipated time the cash is needed. The City does not intend to liquidate or redeem securities prior to maturity and will therefore not recognize the losses from a pre-maturity sale. Instead, the City will report changes in market value as unrealized losses as required by the PFI and current accounting standards. As the security approaches maturity, the unrealized loss will diminish, and at maturity the City will receive the full par value of the security.

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). All expectations are for reduced future rates, but any actions will be meeting-by-meeting and "data-dependent." Fourth Quarter 2023 GDP recorded a stronger than expected 3.4%. The S&P 500 Stock Index reached another new high closing over 5,200. The yield curve remains inverted but longer yields rose slightly. Crude Oil traded over \$87 per barrel. Inflation stubbornly remained above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.8%). Reduced global economic outlooks and ongoing/expanding military conflicts continue increasing uncertainty.



Investment Holdings

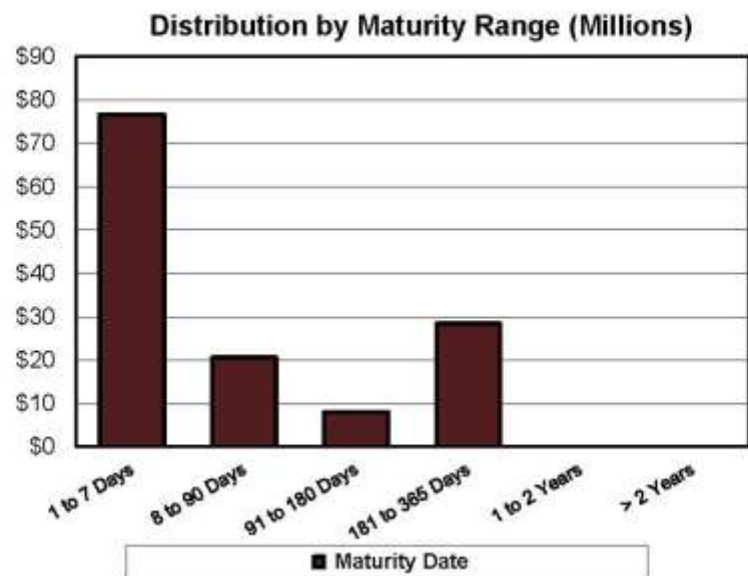
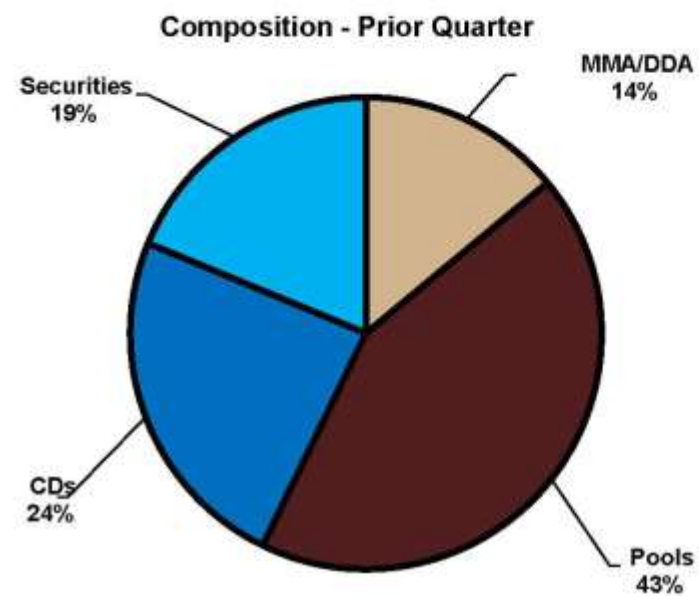
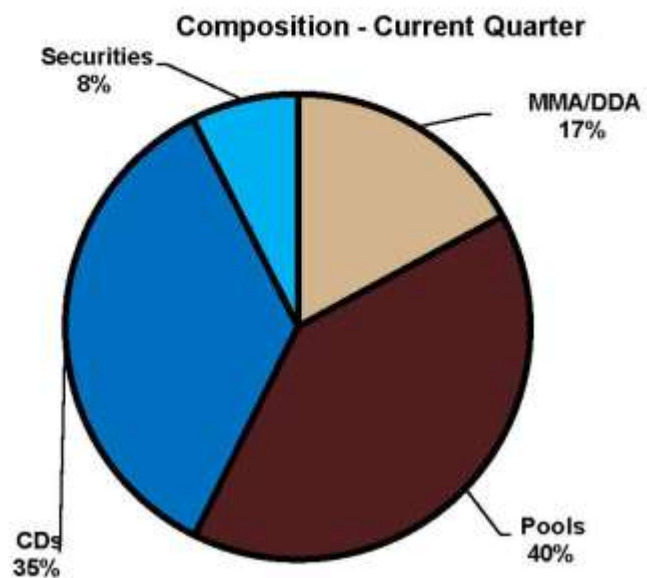
March 31, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
American National Bank MMA		0.11%	04/01/24	03/31/24	\$ 488,249	\$ 488,249	1.00	\$ 488,249	1	0.11%
American Nat'l Bank of TX MMA #2		5.10%	04/01/24	03/31/24	2,941,467	2,941,467	1.00	2,941,467	1	5.10%
InterBank MMA		5.78%	04/01/24	03/31/24	100,469	100,469	1.00	100,469	1	5.78%
InterBank ICS		5.65%	04/01/24	03/31/24	5,095,777	5,095,777	1.00	5,095,777	1	5.65%
Independent Financial Bank Cash		0.00%	04/01/24	03/31/24	1,480,136	1,480,136	1.00	1,480,136	1	0.00%
Independent Financial Bank MMA		5.62%	04/01/24	03/31/24	1,924,046	1,924,046	1.00	1,924,046	1	5.62%
Independent Financial Bank MMA #2		5.61%	04/01/24	03/31/24	5,983	5,983	1.00	5,983	1	5.61%
NexBank IntraFi MMA Savings		5.55%	04/01/24	03/31/24	10,869,787	10,869,787	1.00	10,869,787	1	5.55%
TexPool	AAAm	5.32%	04/01/24	03/31/24	17,191,523	17,191,523	1.00	17,191,523	1	5.32%
LOGIC	AAAm	5.47%	04/01/24	03/31/24	36,621,635	36,621,635	1.00	36,621,635	1	5.47%
BOK Financial CDARS		4.88%	04/11/24	04/13/23	5,242,287	5,242,287	100.00	5,242,287	11	5.00%
East West Bank CD		5.61%	05/28/24	07/25/23	5,196,645	5,196,645	100.00	5,196,645	58	5.77%
East West Bank CD		5.33%	06/14/24	06/15/23	5,217,033	5,217,033	100.00	5,217,033	75	5.47%
Federal Farm Credit Bank	Aaa/AA+	3.25%	06/17/24	06/17/22	5,000,000	4,997,948	99.57	4,978,393	78	3.45%
Federal National Mortgage Ass'n	Aaa/AA+	1.75%	07/02/24	01/31/22	5,000,000	5,005,958	99.09	4,954,404	93	1.27%
East West Bank CD		5.41%	08/20/24	11/20/23	3,105,844	3,105,844	100.00	3,105,844	142	5.56%
East West Bank CD		5.58%	10/25/24	10/25/23	3,118,601	3,118,601	100.00	3,118,601	208	5.74%
East West Bank CD		5.17%	11/15/24	02/15/24	5,220,534	5,220,534	100.00	5,220,534	229	5.31%
East West Bank CD		5.14%	02/24/25	03/22/24	15,021,137	15,021,137	100.00	15,021,137	330	5.27%
East West Bank CD		5.14%	03/24/25	03/22/24	5,007,046	5,007,046	100.00	5,007,046	358	5.27%
Total Portfolio					\$ 133,848,198	\$ 133,852,104		\$ 133,780,995	80	5.11%

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.



Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/23	Increases	Decreases	Book Value 03/31/24	Market Value 12/31/23	Change in Market Value	Market Value 03/31/24
American Nat'l Bank of TX Cash	0.00%	04/01/24	\$ 208	\$ -	\$ (208)	\$ -	\$ 208	\$ (208)	\$ -
American National Bank MMA	0.11%	04/01/24	876,391	-	(388,142)	488,249	876,391	(388,142)	488,249
American Nat'l Bank of TX MMA #2	5.10%	04/01/24	1,884,293	1,057,174	-	2,941,467	1,884,293	1,057,174	2,941,467
InterBank MMA	5.78%	04/01/24	100,470	-	(1)	100,469	100,470	(1)	100,469
InterBank ICS	5.65%	04/01/24	5,023,136	72,641	-	5,095,777	5,023,136	72,641	5,095,777
Independent Financial Bank Cash	0.00%	04/01/24	-	1,480,136	-	1,480,136	-	1,480,136	1,480,136
Independent Financial Bank MMA	5.62%	04/01/24	15,903	1,908,142	-	1,924,046	15,903	1,908,142	1,924,046
Independent Financial Bank MMA #2	5.61%	04/01/24	-	5,983	-	5,983	-	5,983	5,983
NexBank IntraFi MMA Savings	5.55%	04/01/24	10,719,387	150,400	-	10,869,787	10,719,387	150,400	10,869,787
TexPool	5.32%	04/01/24	11,538,654	5,652,869	-	17,191,523	11,538,654	5,652,869	17,191,523
LOGIC	5.47%	04/01/24	46,005,801	-	(9,384,166)	36,621,635	46,005,801	(9,384,166)	36,621,635
Texas Capital Bank CD	4.91%	01/18/24	5,229,518	-	(5,229,518)	-	5,229,518	(5,229,518)	-
East West Bank CD	5.61%	02/15/24	5,151,838	-	(5,151,838)	-	5,151,838	(5,151,838)	-
Treasury Note	4.60%	02/15/24	4,988,804	-	(4,988,804)	-	4,984,235	(4,984,235)	-
Treasury Note	1.17%	02/29/24	5,009,758	-	(5,009,758)	-	4,976,450	(4,976,450)	-
Treasury Note	1.68%	03/15/24	4,985,590	-	(4,985,590)	-	4,950,195	(4,950,195)	-
BOK Financial CDARS	5.00%	04/11/24	5,178,905	63,382	-	5,242,287	5,178,905	63,382	5,242,287
East West Bank CD	5.77%	05/28/24	5,124,474	72,172	-	5,196,645	5,124,474	72,172	5,196,645
East West Bank CD	5.47%	06/14/24	5,148,170	68,863	-	5,217,033	5,148,170	68,863	5,217,033
Federal Farm Credit Bank	3.45%	06/17/24	4,995,518	2,430	-	4,997,948	4,965,172	13,221	4,978,393
Federal National Mortgage Ass'n	1.27%	07/02/24	5,011,786	-	(5,828)	5,005,958	4,916,603	37,801	4,954,404
East West Bank CD	5.56%	08/20/24	3,064,237	41,607	-	3,105,844	3,064,237	41,607	3,105,844
East West Bank CD	5.74%	10/25/24	3,075,520	43,082	-	3,118,601	3,075,520	43,082	3,118,601
East West Bank CD	5.31%	11/15/24	-	5,220,534	-	5,220,534	-	5,220,534	5,220,534
East West Bank CD	5.27%	02/24/25	-	15,021,137	-	15,021,137	-	15,021,137	15,021,137
East West Bank CD	5.27%	03/24/25	-	5,007,046	-	5,007,046	-	5,007,046	5,007,046
TOTAL / AVERAGE	5.11%		\$133,128,361	\$ 35,867,596	\$(35,143,854)	\$133,852,104	\$132,929,559	\$ 851,436	\$133,780,995

Questions & Comments



Approve Acceptance
or
Deny Acceptance

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2023.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, City staff has reported to the City Council the activities of the City’s cash and investment holdings for the last quarter; and

WHEREAS, City desires to accept the quarterly investment report from the City staff.

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

Section 1.

The City Council hereby accepts from City staff the quarterly investment report for the quarter ending December 31, 2023, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

December 31, 2023

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Burleson is in compliance with the Public Funds Investment Act and the City of Burleson Investment Policy and Strategies.

A handwritten signature in black ink, appearing to be "J. B. H.", is written over a horizontal line. A second horizontal line is positioned below the first one, creating a space for a name or title.

Disclaimer: These reports were compiled using information provided by the City of Burleson. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2023			December 31, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Deposit Account/Money Market Account	4.90%	\$ 19,047,644	\$ 19,047,644	5.31%	\$ 18,603,885	\$ 18,603,885
Pools/Money Market Fund	5.50%	50,489,464	50,489,464	5.51%	57,544,455	57,544,455
Securities	1.99%	33,468,111	33,032,003	2.43%	24,991,457	24,792,655
Certificates of Deposit	5.51%	34,599,102	34,599,102	5.41%	31,972,661	31,972,661
Total	4.57%	\$ 137,604,320	\$ 137,168,213	4.88%	\$ 133,112,458	\$ 132,913,656

<u>Average Yield - Current Quarter (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	4.88%	Total Portfolio	4.88%
Rolling Three Month Treasury	5.53%	Rolling Three Month Treasury	5.53%
Rolling Six Month Treasury	5.49%	Rolling Six Month Treasury	5.49%
TexPool	5.37%	TexPool	5.37%

<u>Interest Earnings (Approximate)</u>	
Quarter	\$ 1,587,794
Fiscal Year-to-date	\$ 1,587,794

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

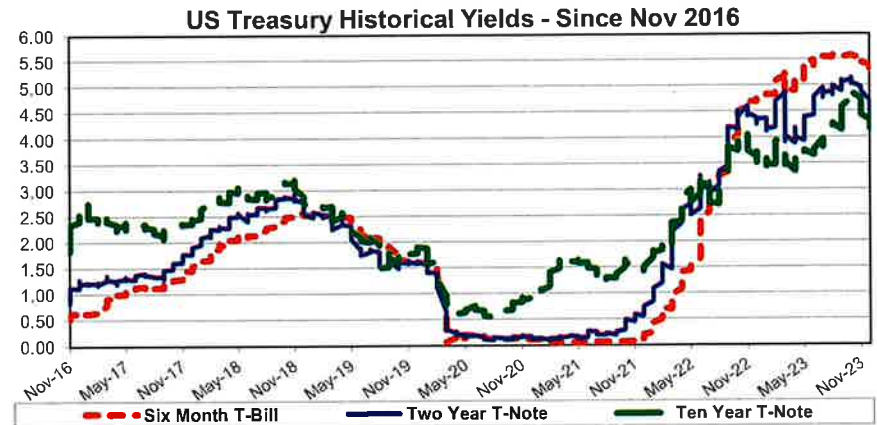
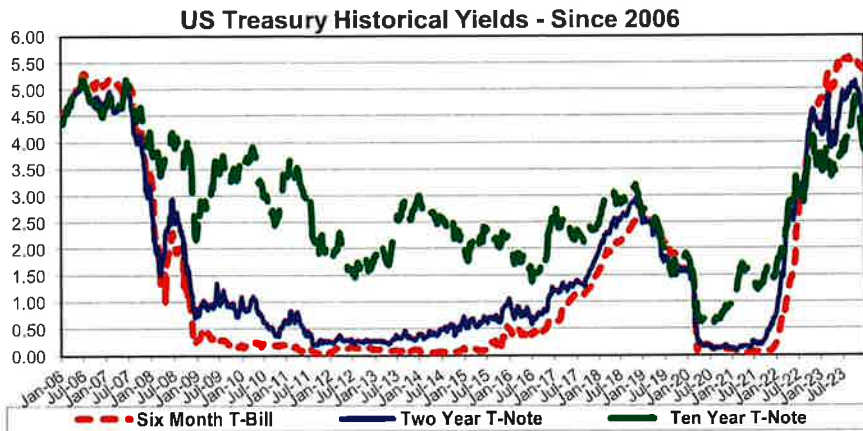
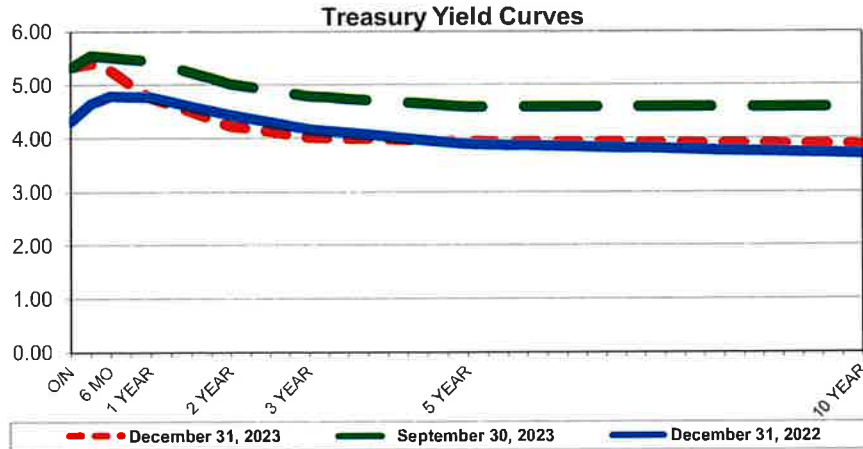
(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Investment Advisor Note: During market cycles where rates are rising, it is common to experience decreases in market value of current investments. This is due to the value the market places on the asset in terms of its buying or selling ability on the current market day. The City's Investment Policy establishes a "buy and hold" portfolio strategy where investment maturities are targeted to match with identified cash flow requirements, and the investments mature at the anticipated time the cash is needed. The City does not intend to liquidate or redeem securities prior to maturity and will therefore not recognize the losses from a pre-maturity sale. Instead, the City will report changes in market value as unrealized losses as required by the PFIA and current accounting standards. As the security approaches maturity, the unrealized loss will diminish, and at maturity the City will receive the full par value of the security.

Economic Overview

12/31/2023

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). Any additional actions, up or down, will be data-dependent. Final Third Quarter 2023 GDP revised downward to 4.9%, but still robust growth. December Non-Farm Payroll posted 216k new jobs (above the estimated 170k). The Three Month Rolling Average declined to 165k. The S&P 500 Stock Index reached a new peak trading over 4,770 (exceeding 4,766 in Dec 2021). The yield curve shifted lower anticipating future FOMC target reductions. Crude Oil stabilized at +/- \$73 per barrel. Inflation continued to decline but still remained above the FOMC 2% target (Core PCE +/-3.2% and Core CPI +/-4.0%). Reduced global economic outlooks and ongoing/expanding military conflicts increase uncertainty.



Investment Holdings
December 31, 2023

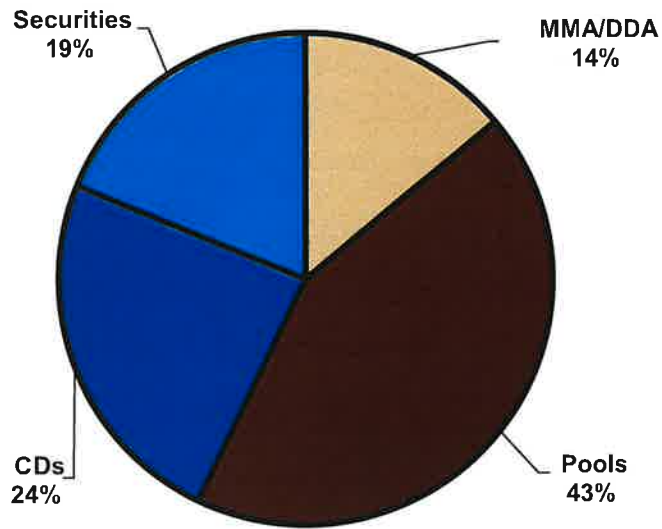
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
American Nat'l Bank of TX Cash		0.00%	01/01/24	12/31/23	\$ 208	\$ 208	1.00	\$ 208	1	0.00%
American National Bank MMA		0.11%	01/01/24	12/31/23	876,391	876,391	1.00	876,391	1	0.11%
American Nat'l Bank of TX MMA #2		5.12%	01/01/24	12/31/23	1,884,293	1,884,293	1.00	1,884,293	1	5.12%
InterBank MMA		5.80%	01/01/24	12/31/23	100,470	100,470	1.00	100,470	1	5.80%
InterBank ICS		5.65%	01/01/24	12/31/23	5,023,136	5,023,136	1.00	5,023,136	1	5.65%
NexBank IntraFi MMA Savings		5.60%	01/01/24	12/31/23	10,719,387	10,719,387	1.00	10,719,387	1	5.60%
TexPool	AAAm	5.37%	01/01/24	12/31/23	11,538,654	11,538,654	1.00	11,538,654	1	5.37%
LOGIC	AAAm	5.54%	01/01/24	12/31/23	46,005,801	46,005,801	1.00	46,005,801	1	5.54%
Texas Capital Bank CD		4.91%	01/18/24	01/19/23	5,229,518	5,229,518	100.00	5,229,518	18	4.91%
East West Bank CD		5.46%	02/15/24	06/15/23	5,151,838	5,151,838	100.00	5,151,838	46	5.61%
Treasury Note	Aaa/AA+	2.75%	02/15/24	11/17/22	5,000,000	4,988,804	99.68	4,984,235	46	4.60%
Treasury Note	Aaa/AA+	2.38%	02/29/24	01/31/22	5,000,000	5,009,758	99.53	4,976,450	60	1.17%
Treasury Note	Aaa/AA+	0.25%	03/15/24	03/10/22	5,000,000	4,985,590	99.00	4,950,195	75	1.68%
BOK Financial CDARS		4.88%	04/11/24	04/13/23	5,178,905	5,178,905	100.00	5,178,905	102	5.00%
East West Bank CD		5.61%	05/28/24	07/25/23	5,124,474	5,124,474	100.00	5,124,474	149	5.77%
East West Bank CD		5.33%	06/14/24	06/15/23	5,148,170	5,148,170	100.00	5,148,170	166	5.47%
Federal Farm Credit Bank	Aaa/AA+	3.25%	06/17/24	06/17/22	5,000,000	4,995,518	99.30	4,965,172	169	3.45%
Federal National Mortgage Ass'n	Aaa/AA+	1.75%	07/02/24	01/31/22	5,000,000	5,011,786	98.33	4,916,603	184	1.27%
East West Bank CD		5.41%	08/20/24	11/20/23	3,064,237	3,064,237	100.00	3,064,237	233	5.56%
East West Bank CD		5.58%	10/25/24	10/25/23	3,075,520	3,075,520	100.00	3,075,520	299	5.74%
Total Portfolio					\$ 133,121,001	\$ 133,112,458		\$ 132,913,656	52	4.88%

(1) (2)

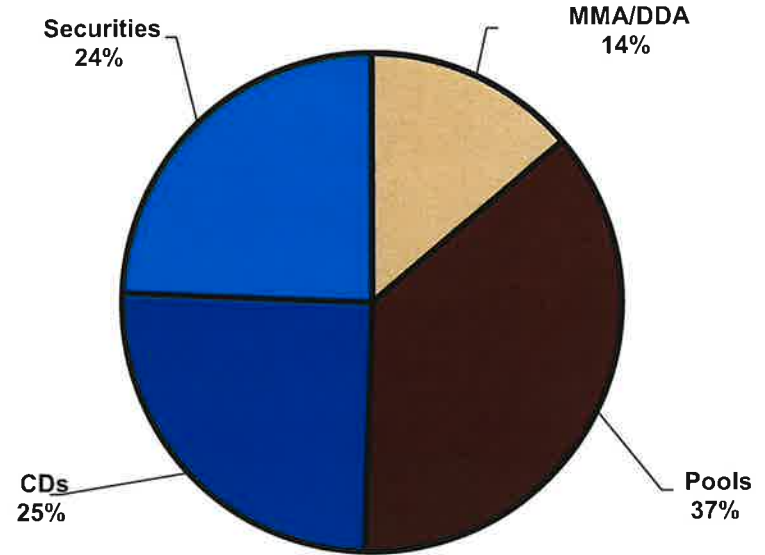
(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

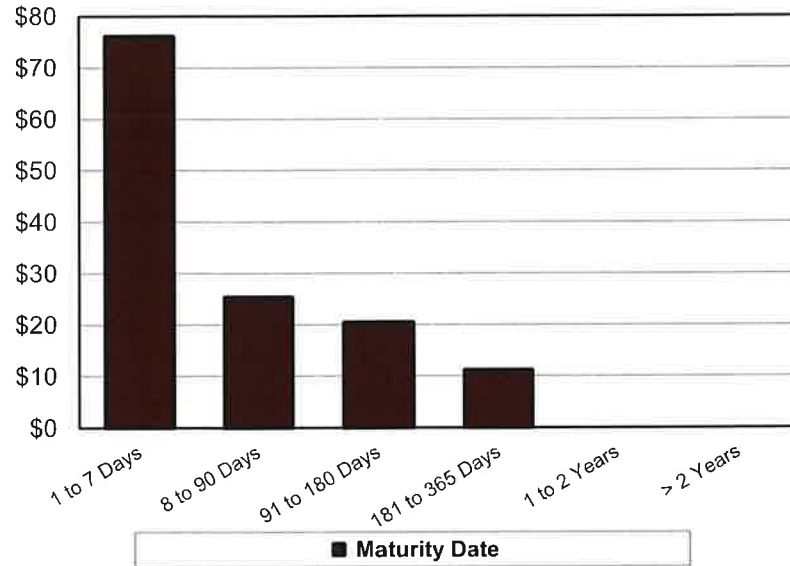
Composition - Current Quarter



Composition - Prior Quarter



Distribution by Maturity Range (Millions)



Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/23	Increases	Decreases	Book Value 12/31/23	Market Value 09/30/23	Change in Market Value	Market Value 12/31/23
American Nat'l Bank of TX Cash	0.00%	01/01/24	\$ -	\$ 208	\$ -	\$ 208	\$ -	\$ 208	\$ 208
American National Bank MMA	0.11%	01/01/24	2,284,149	-	(1,407,758)	876,391	2,284,149	(1,407,758)	876,391
American Nat'l Bank of TX MMA #2	5.12%	01/01/24	1,142,982	741,311	-	1,884,293	1,142,982	741,311	1,884,293
InterBank MMA	5.80%	01/01/24	100,454	15	-	100,470	100,454	15	100,470
InterBank ICS	5.65%	01/01/24	4,950,742	72,394	-	5,023,136	4,950,742	72,394	5,023,136
NexBank IntraFi MMA Savings	5.60%	01/01/24	10,569,316	150,070	-	10,719,387	10,569,316	150,070	10,719,387
TexPool	5.37%	01/01/24	5,121,034	6,417,621	-	11,538,654	5,121,034	6,417,621	11,538,654
LOGIC	5.54%	01/01/24	45,368,430	637,371	-	46,005,801	45,368,430	637,371	46,005,801
Treasury Note	0.39%	10/15/23	4,999,452	-	(4,999,452)	-	4,990,637	(4,990,637)	-
East West Bank CD	5.91%	10/25/23	3,032,251	-	(3,032,251)	-	3,032,251	(3,032,251)	-
Federal Farm Credit Bank	1.17%	11/09/23	3,498,937	-	(3,498,937)	-	3,481,739	(3,481,739)	-
East West Bank CD	5.98%	11/20/23	3,021,084	-	(3,021,084)	-	3,021,084	(3,021,084)	-
East West Bank CD	5.97%	12/15/23	3,050,772	-	(3,050,772)	-	3,050,772	(3,050,772)	-
Texas Capital Bank CD	4.91%	01/18/24	5,165,960	63,558	-	5,229,518	5,165,960	63,558	5,229,518
East West Bank CD	5.61%	02/15/24	5,081,428	70,410	-	5,151,838	5,081,428	70,410	5,151,838
Treasury Note	4.60%	02/15/24	4,966,412	22,392	-	4,988,804	4,949,609	34,625	4,984,235
Treasury Note	1.17%	02/29/24	5,024,720	-	(14,962)	5,009,758	4,937,695	38,754	4,976,450
Treasury Note	1.68%	03/15/24	4,967,915	17,676	-	4,985,590	4,885,547	64,648	4,950,195
BOK Financial CDARS	5.00%	04/11/24	5,115,606	63,299	-	5,178,905	5,115,606	63,299	5,178,905
East West Bank CD	5.77%	05/28/24	5,052,528	71,946	-	5,124,474	5,052,528	71,946	5,124,474
East West Bank CD	5.47%	06/14/24	5,079,474	68,696	-	5,148,170	5,079,474	68,696	5,148,170
Federal Farm Credit Bank	3.45%	06/17/24	4,993,061	2,457	-	4,995,518	4,924,772	40,400	4,965,172
Federal National Mortgage Ass'n	1.27%	07/02/24	5,017,614	-	(5,828)	5,011,786	4,862,004	54,600	4,916,603
East West Bank CD	5.56%	08/20/24	-	3,064,237	-	3,064,237	-	3,064,237	3,064,237
East West Bank CD	5.74%	10/25/24	-	3,075,520	-	3,075,520	-	3,075,520	3,075,520
TOTAL / AVERAGE	4.88%		\$ 137,604,320	\$ 14,539,180	\$ (19,031,043)	\$ 133,112,458	\$ 137,168,213	\$ (4,254,557)	\$ 132,913,656

City Council Regular Meeting

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: May 6, 2024

SUBJECT:

Consider approval of a two-year professional service agreement extension in the amount of \$143,150 with Weaver LLC for audit services. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

The city charter requires an annual independent audit and the submission of an annual financial report. Per the Financial Policy, the City does not require auditor rotation but will request proposals for audit services at least every five years. The current contract with Weaver LLC was executed in June 2021 for three years with two one-year extension options; therefore, a request for proposal is not needed at this time.

Staff would like to exercise both one-year extension options at this time. The cost for the two years will not exceed \$143,150.

Maximum, Not-to-Exceed Price, Initial Term

Year	Total Fees (Includes Comprehensive Annual Financial Report)
2021	\$64,000
2022	\$66,000
2023	\$68,500
2024	\$70,500
2025	\$72,650

RECOMMENDATION:

Consider approval of a two-year professional service agreement extension in the amount of \$143,150 with Weaver LLC for audit services.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

On June 21, 2021, the City Council approved a three-year professional services agreement in the amount of \$198,500 with Weaver, LLC for audit services.

REFERENCE:

CSO#1795-06-2021

FISCAL IMPACT:

Audit services will be allocated among several operating funds in the City's annual audit. The funds that will be audited include but are not limited to the following:

- General Fund
- Water & Sewer Fund
- 4A Fund
- Parks Performance Fund
- Golf Fund
- Hotel Motel Fund
- TIF #2

STAFF CONTACT:

Harlan Jefferson
Deputy City Manager
hjefferson@burlesontx.com
817-426-9651



Audit Services Renewal

PRESENTED TO THE CITY COUNCIL

MAY 6, 2024

Summary

■ City Charter

- Requires and annual independent audit and submittal of an annual financial report

■ Financial Policy

- City does not require an auditor rotation but will request for proposals for audit services at least every 5 years.

■ Weaver, LLC

- City's current auditor contract was executed in June 2021 for 3 years with two one-year extensions
- Staff would like to exercise the two one- year extensions
- The cost for two years will not exceed \$143,150



Questions, Comments & Direction

Next Step

- Approve or Deny the two one-year extensions
- Staff recommends approval



Purchasing

**CITY OF BURLESON
CONTRACT RENEWAL NOTICE**

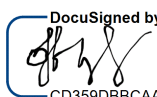
May 6, 2024

Weaver and Tidwell, LLP
Attn: Jackie Gonzalez, CPA
2821 West Seventh Street, Suite700
Fort Worth, Texas 76107

Re: Contract Renewal Notice
Contract No. CSO1795-06-2021 (“the Contract”)
Renewal Term No.1: June 21, 2024 to June 21, 2026

The above referenced Contract with the City of Burleson expires on June 21, 2024 with the option to extend for two (2) additional years. Pursuant to the Contract, please allow this letter to serve as the parties’ formal action in exercising their right to renew the Contract for an additional (2) year period, which will begin immediately after the expiration date. All other terms and conditions of the Contract remain unchanged. Your signature below acknowledges receipt of the Contract Renewal Notice.

City of Burleson
Administrative Services Department
Purchasing Division
135 W. Ellison Street, Suite 109
Burleson, Texas 76028
purchasing@burlesontx.com

<p>City of Burleson</p> <p>By:</p> <p>Name: Tommy Ludwig Title: City Manager</p> <p>Date: May 6, 2024</p>	<p>Weaver and Tidwell, LLP</p> <p>DocuSigned by:  CD359DBBCAA04C5...</p> <p>By:</p> <p>Name: Jackie Gonzalez, CPA Title: Partner Assurance Services</p> <p>Date: 4/19/2024</p>
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CITY OF BURLESON INTERNAL ROUTING PROCESS:

<p>Approval Recommended:</p> <p>DocuSigned by: By: <i>Harlan Jefferson</i> 12F3172F36F34E1...</p> <p>Name: Harlan Jefferson Title: Deputy City Manager</p> <p>Approved as to Form and Legality:</p> <p>DocuSigned by: By: <i>Matt Ribitzki</i> FD28C2151675455...</p> <p>Name: Matt Ribitzki Title: Senior Deputy City Attorney</p>	<p>Contract Compliance Manager:</p> <p>By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>DocuSigned by: By: <i>Harlan Jefferson</i> 12F3172F36F34E1...</p> <p>Name: Harlan Jefferson Title: Deputy City Manager</p>
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SERVICE CONTRACT

This **SERVICE AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **WEAVER AND TIDWELL, LLP** (“Contractor”).

WITNESETH:

WHEREAS, City and Contractor desire to enter into a contract by which Contractor will provide **professional auditing services**; and

WHEREAS, City desires to compensate Contractor for Contractor’s services as provided herein.

NOW, THEREFORE, City hereby engages the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

1. SCOPE OF SERVICES.

Contractor shall provide during the term of this Agreement services as set forth in the bid document labeled RFP 2021-016. The Statement of Work attached as Exhibit “A”, attached hereto and incorporated herein by reference for all purposes, issued against and subject to the terms and conditions of this Agreement (“Statement of Work”).

2. TERM.

The term of this Contract is active for three years starting from the date this agreement is executed with the option to extend two additional years. This Agreement may be terminated by the parties as provided herein.

3. COMPENSATION.

Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Contractor’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2. Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. INDEMNIFICATION.

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

6. MISCELLANEOUS PROVISIONS.

6.1 Right to Audit. Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

6.2 Independent Contractor. It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

6.3 Government Function Clause. All parties agree that this contract is one wherein the City is solely performing a governmental function.

6.4 Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

6.5 Non-Discrimination Covenant. Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

6.6 Assignment and Subcontracting. Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

6.7 Notice. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
Attn: City Manager
141 W. Renfro St.
Burleson, TX 76028

To CONTRACTOR:

Weaver and Tidwell, LLP
Attn: Jackie Gonzalez, CPA
2821 West Seventh Street, Suite 700
Fort Worth, Texas 76107

6.8 Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

6.9 No Waiver. The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

6.10 Governing Law and Venue. This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

6.11 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6.12 Force Majeure. The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

6.13 Heading Not Controlling. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

6.14 Review of Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

6.15 Amendment and Modification. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

6.16 Entirety of Agreement. This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and

agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

6.17 Signature Authority. The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

6.18 No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

6.19 Mandatory Ownership Disclosure Provision. If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

6.20 Non-Exclusivity. Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

6.21 No Third-Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

6.22 Basic Safeguarding of Contractor Information Systems. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

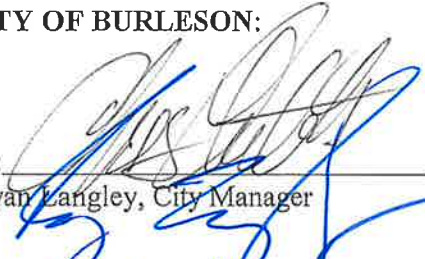
6.23 Survivability. The terms of this Agreement, which by their nature one would reasonably intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLERSON:

By: 
Bryan Langley, City Manager
Date: 6/21/21

Weaver and Tidwell, LLP

Date: _____

APPROVED AS TO FORM:

By: 
City Attorney



June 15, 2021

Martin Avila, Director of Finance
City of Burleson, Texas
141 W Renfro Street
Burleson, Texas 76028-4296

STATEMENT OF WORK

Dear Mr. Avila:

The City of Burleson (the "City") and Weaver and Tidwell, L.L.P. entered into a *Service Agreement* pertaining to RFP 2021-016 ("Service Agreement"). This engagement letter constitutes a Statement of Work under that Service Agreement. It is attached to the Service Agreement and subject to the terms and conditions thereof.

You have requested that Weaver and Tidwell, L.L.P. ("Weaver", "our", "us", and "we") audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2021, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2021.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Changes in Net Pension Liability and Related Ratios
4. Schedule of Contributions – Pension
5. Schedule of Changes in Total OPEB Liability and Related Ratios – Supplemental Death Benefits Fund
6. Schedule of Changes in Total OPEB Liability and Related Ratios – Health Care Benefit Plan

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the

Weaver and Tidwell, L.L.P.

CPAs AND ADVISORS | WEAVER.COM

basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Non-major Governmental Funds:
 - i. Combining Balance Sheet
 - ii. Combining Statement of Revenues, Expenditures and Changes in Fund Balances
 - iii. Budgetary Comparison Schedules
3. Internal Service Funds:
 - i. Combining Statement of Net Position
 - ii. Combining Statement of Revenues, Expenditures and Changes in Net Position
 - iii. Combining Statement of Cash Flows

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS"); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform

Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Ms. Jackie Gonzalez is the engagement partner for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We expect to begin our audit procedures in July 2021, and issue our report in March 2022. We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons

with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;

- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and
 - iii. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- e. for identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued;
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Martin Avila, Director of Finance to oversee these services. Such services include:

- i. Preparation of financial statements and related notes
- ii. Preparation of schedule of expenditures of federal awards
- iii. Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
- iv. Preparation of the Data Collection Form

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Fees and Invoicing

The maximum fee for this audit shall be as set forth in the attached *Cost Proposal for Professional Auditing Services (RFP 2021-016)* for the 2021 Audit (\$64,000).

Our invoices for this engagement will be rendered each month as work progresses. For invoices not paid within sixty (60) days of the invoice date and not contested by the City, a late charge will be added to the outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) on the unpaid balance per month. If invoices are not paid within one hundred twenty (120) days of the invoice date, the engagement will be placed on hold and we will stop work until the balance is brought current, or we may withdraw from the engagement (and any other engagements for the same client).

Ethical Conflict Resolution

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Audit Documentation and Confidentiality

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be

an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

You may inform us of third-parties who will receive a copy of our audit report. Unless you inform us of such third-parties, we are not aware of who you intend to supply our audit report to and we do not anticipate other third-parties' reliance upon our professional services unless expressly stated herein.

During the course of the engagement, we may communicate via fax, email, or other electronic mechanism. Please be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Miscellaneous

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, the audited financial statements and our report are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

City of Burleson, Texas
June 15, 2021

Page 9 of 9

This engagement letter may not be amended or modified except by further writing signed by all the parties in accordance with the terms of this Services Agreement.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Fort Worth, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

City of Burleson, Texas

Governance

By: _____

Printed Name: _____

Title: _____

Date: _____

Management

By: _____

Printed Name: _____

Title: _____

Date: _____



CPAs & BUSINESS ADVISORS

Report on Firm's System of Quality Control

October 16, 2019

To the Partners of Weaver and Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements.]

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

What inspires you, inspires us. | eidebailly.com

U.S. Bancorp Center | 800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033 | T 612.253.6500 | F 612.253.6600 | EOE

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Weaver and Tidwell, L.L.P. has received a peer review rating of pass.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP



Cost Proposal for Professional Auditing Services (RFP 2021-016)

City of Burleson

June 15, 2021

Jackie Gonzalez, CPA | Partner, Assurance Services
Weaver and Tidwell, L.L.P. | 2821 West 7th Street, Suite 700 | Fort Worth, Texas 76107 | weaver.com
817.882.7758 | jackie.gonzalez@weaver.com





June 15, 2021

Mr. Justin Scharnhorst
Purchasing Manager
City of Burleson
141 W. Renfro
Burleson, Texas 76028

RE: City of Burleson, Professional Auditing Services — Separate Cost Proposal

Dear Mr. Scharnhorst and City leaders:

With this proposal, Weaver and Tidwell, L.L.P., (Weaver) commits to providing financial auditing services that meet the City of Burleson's needs as described in your Request for Proposal. The following is our cost proposal for providing financial audit services that meet your requirements.

Weaver prides itself on offering the capabilities of a much larger firm, combined with the responsiveness and personal touch you expect from a local firm. With our streamlined operations, we can provide the knowledge and experience you need, combined with a personal touch and individual attention.

Maximum, Not-to-Exceed Price, Initial Term

Year	Total Fees (Includes Comprehensive Annual Financial Report)
2021	\$64,000
2022	\$66,000
2023	\$68,500
2024	\$70,500
2025	\$72,650

Our Investment in the Engagement

The rates and fees presented here are all-inclusive: Weaver does not charge for out-of-pocket expenses, printing, report production, etc. Additionally, routine meetings and accounting advice in the ordinary course of business are considered part of our role as your business partner and are not charged as a separate fee. In fact, we encourage you to communicate with us throughout the engagement, and throughout the year, with routine questions.

As a Weaver partner, I hereby certify that I have read all items of the RFP and fully understand the requirements listed herein, and this proposal is a firm and irrevocable offer for 90 days. I certify that I am an authorized agent of the proposing auditor empowered to submit the bid and authorized to sign a contract with City of Burleson. If you have any questions regarding this proposal, please feel free to contact me directly at any time.

Sincerely,

Jackie Gonzalez, CPA | Partner, Assurance Services
jackie.gonzalez@weaver.com

Weaver and Tidwell, L.L.P.
2821 West 7th Street, Suite 700 | Fort Worth, Texas 76107
Main: 817.332.7905

CPAs AND ADVISORS | WEAVER.COM



Schedule of Professional Fees

APPENDIX H

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES 2021

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>40</u>	\$ <u>475</u>	\$ <u>280</u>	\$ <u>11,200</u>
Managers	<u>90</u>	\$ <u>375</u>	\$ <u>165</u>	\$ <u>14,850</u>
Supervisory Staff	<u>200</u>	\$ <u>260</u>	\$ <u>115</u>	\$ <u>23,000</u>
Staff	<u>160</u>	\$ <u>225</u>	\$ <u>105</u>	\$ <u>16,750</u>
Other (specify):		\$ _____	\$ _____	\$ _____
<hr/>				
Subtotal				\$ <u>64,800</u>
Out-of-Pocket expenses:				
Meals and Lodging				\$ <u>N/A</u>
Transportation				\$ <u>N/A</u>
Other (specify): Add'l Discount:				\$ <u>800</u>
<hr/>				
Total All-Inclusive Maximum price for 9/30/2021 audit				\$ <u>64,000</u>

Submittals must have year two and year three costs included. Vendors can use this page to itemize year two and year three. The costs must be uploaded in Bonfire using the total three year proposed cost.

APPENDIX H

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES 2022

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>40</u>	\$ <u>475</u>	\$ <u>288</u>	\$ <u>11,520</u>
Managers	<u>90</u>	\$ <u>375</u>	\$ <u>170</u>	\$ <u>15,800</u>
Supervisory Staff	<u>200</u>	\$ <u>260</u>	\$ <u>118</u>	\$ <u>23,600</u>
Staff	<u>150</u>	\$ <u>225</u>	\$ <u>108</u>	\$ <u>16,200</u>
Other (specify):		\$ _____	\$ _____	\$ _____
<hr/>				
Subtotal				\$ <u>66,620</u>
Out-of-Pocket expenses:				
Meals and Lodging				\$ <u>N/A</u>
Transportation				\$ <u>N/A</u>
Other (specify): Add'l Discount:				\$ <u>620</u>
Total All-Inclusive Maximum price for 9/30/2022 audit				\$ <u>66,000</u>

Submittals must have year two and year three costs included. Vendors can use this page to itemize year two and year three. The costs must be uploaded in Bonfire using the total three year proposed cost.

APPENDIX H

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES 2023

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>40</u>	\$ <u>475</u>	\$ <u>300</u>	\$ <u>12,000</u>
Managers	<u>90</u>	\$ <u>375</u>	\$ <u>175</u>	\$ <u>15,750</u>
Supervisory Staff	<u>200</u>	\$ <u>260</u>	\$ <u>120</u>	\$ <u>24,000</u>
Staff	<u>160</u>	\$ <u>225</u>	\$ <u>112</u>	\$ <u>16,800</u>
Other (specify):		\$ _____	\$ _____	\$ _____
<hr/>				
Subtotal				\$ <u>68,500</u>
Out-of-Pocket expenses:				
Meals and Lodging				\$ <u>N/A</u>
Transportation				\$ <u>N/A</u>
Other (specify): Add'l Discount:				\$ <u>50</u>
 Total All-Inclusive Maximum price for 9/30/2023 audit				 \$ <u>68,500</u>

Submittals must have year two and year three costs included. Vendors can use this page to itemize year two and year three. The costs must be uploaded in Bonfire using the total three year proposed cost.

APPENDIX H 2024

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>40</u>	<u>\$ 310</u>	<u>\$</u>	<u>\$ 12,400</u>
Managers	<u>90</u>	<u>\$ 180</u>	<u>\$</u>	<u>\$ 16,200</u>
Supervisory Staff	<u>200</u>	<u>\$ 124</u>	<u>\$</u>	<u>\$ 24,800</u>
Staff	<u>150</u>	<u>\$ 115</u>	<u>\$</u>	<u>\$ 17,250</u>
Other (specify):	<u> </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<hr/>				
Subtotal				<u>\$ 70,650</u>
 Out-of-Pocket expenses:				
Meals and Lodging				<u>\$</u>
Transportation				<u>\$</u>
Other (specify): Discount				<u>\$ (150)</u>
 Total All-Inclusive Maximum price for 9/30/2021 audit				<u>\$ 70,500</u>

Submittals must have year two and year three costs included. Vendors can use this page to itemize year two and year three. The costs must be uploaded in Bonfire using the total three year proposed cost.

APPENDIX H 2025

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>40</u>	\$ <u> </u>	\$ <u>320</u>	\$ <u>12,800</u>
Managers	<u>90</u>	\$ <u> </u>	\$ <u>185</u>	\$ <u>16,650</u>
Supervisory Staff	<u>200</u>	\$ <u> </u>	\$ <u>128</u>	\$ <u>25,600</u>
Staff	<u>150</u>	\$ <u> </u>	\$ <u>118</u>	\$ <u>17,700</u>
Other (specify):	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<hr/>				
Subtotal				\$ <u>72,750</u>
Out-of-Pocket expenses:				
Meals and Lodging				\$ <u> </u>
Transportation				\$ <u> </u>
Other (specify): Discount				\$ <u>(100)</u>
 Total All-Inclusive Maximum price for 9/30/2021 audit				 \$ <u>72,650</u>

Submittals must have year two and year three costs included. Vendors can use this page to itemize year two and year three. The costs must be uploaded in Bonfire using the total three year proposed cost.



Out-of-Pocket Expenses

Weaver's allocated engagement team is a Fort Worth-based team. We expect to incur minimal travel costs in the performance of the engagement. In the event other team members are brought in from other Weaver locations to assist in the engagement we will absorb these costs as our investment in the relationship.

Weaver does not charge for other out-of-pocket expenses such as report preparation or production.

Rates for Additional Professional Services

Please note that Weaver's proposed price reflects a substantial discount, reflecting our sincere desire to work with the City.

We place significant value on our potential relationship with the City, which is why we're happy to provide the highly discounted rate above. These rates serve as a guide for estimating fees for any additional services you may request outside the agreed-upon scope of work. However, fees for any given engagement are ultimately determined based upon the timing of the work, its nature and associated risk, and our desire to serve you.

Manner of Payment

Weaver will bill the City monthly as the engagement progresses.

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

Certificate Number:
2024-1151406

Date Filed:
04/24/2024

Date Acknowledged:

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

Weaver and Tidwell, L.L.P.
Fort Worth, TX United States

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

City of Burleson

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.

CSO1795-06-2021
Professional Auditing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mackel, John	Houston, TX United States	X	
	Rook, David	Houston, TX United States	X	
	Jackie, Gonzalez	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party.

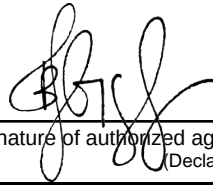
6 UNSWORN DECLARATION

My name is Jackie Gonzalez, and my date of birth is [REDACTED].

My address is 2821 West 7th Street, Suite 700, Fort Worth, TX, 76107, USA.
(street) (city) (state) (zip code) (country)

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

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



Signature of authorized agent of contracting business entity (Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: May 6, 2024

SUBJECT:

Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 218 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)

SUMMARY:

The Texas Department of Transportation (TxDOT) is working on an expansion of East Renfro (FM 3391) in Burleson from IH-35W to east of CR 602.

Two parcels of City land have been identified that require the acquisition of right-of-way to facilitate the construction of the project. The parcels have been appraised and TxDOT has made offers following their standard process to acquire the parcels.

A similar agenda item appeared on the April 15th City Council meeting agenda; however, the resolution accompanying the item contained the incorrect offer letter from TxDOT. The resolution on this agenda item has been corrected to include the correct offer letter from TxDOT.

RECOMMENDATION:

Approve a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 218 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted: N/A (revenue)
Fund Name: General Fund
Full Account #s: 101-47700
Amount: \$1,000.00
Project No.: N/A

STAFF CONTACT:

Errick Thompson
Director
ethompson@burlesontx.com
817-426-9610

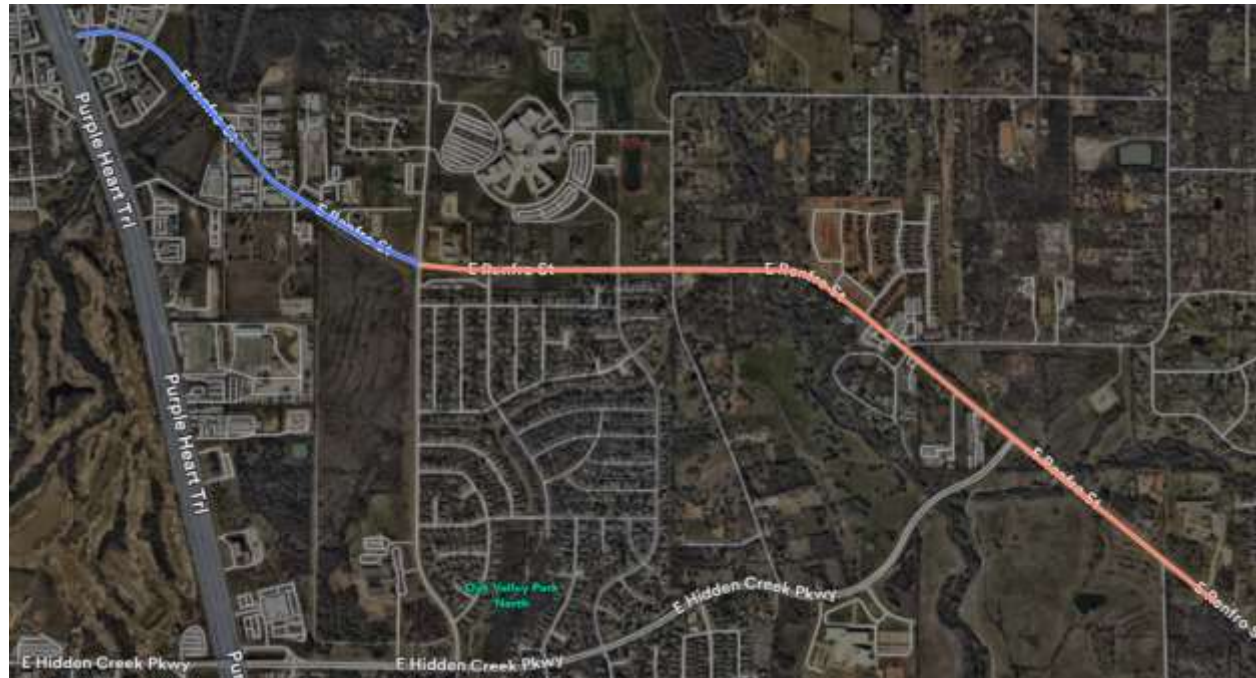
TxDOT Acquisitions - FM 3391 (East Renfro) Widening Project

CITY COUNCIL

MAY 6, 2024

FM 3391 Widening by TxDOT

- From IH35W to East of CR 602
 - Widening from two to six lanes from IH35W to Hurst (below in **blue**)
 - Widening from two to four lanes from Hurst to CR 602 (below in **orange**)
- 60% Design, land acquisition and utility coordination underway
- Advertising for construction bids anticipated September 2028
- \$53.7M project



Acquisitions Needed from Burleson (Parcel #15)

0.005 ac (218sf) of Old Fire Station 2 site

- Relatively small portion of overall 3.547 ac property (shown to the right, shaded in red)
- Appraised value of 218sf: **\$654**
- TxDOT minimum by policy: **\$1,000**

TxDOT Offer: \$1,000



Acquisitions Needed from Burleson (Parcel #21)

0.0066 ac (287sf) of City right-of-way near the intersection of E. Renfro and Cardinal Ridge

- Relatively small portion of overall 3.547 ac (shown to the right, shaded)
- Appraised value 287sf: **\$10,799**
 - \$1,866 for the land
 - \$8,933 for improvements

TxDOT Offer: \$10,799



Acquisitions Needed from Burleson



- Similar agenda items appeared on the April 15th City Council meeting agenda for both parcels; however, the resolutions accompanying the items contained the incorrect offer letters from TxDOT.
- The resolutions on these agenda items for each parcel have been corrected to include the correct offer letters from TxDOT.

Action Requested



The two offers represent just compensation using industry-standard appraisals with third-party reviews. As a result staff recommends:

approval of resolutions authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contracts with the Texas Department of Transportation, as purchaser, for parcels #15 and #21 as presented.

Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works & Engineering
ethompson@burlesontx.com
817-426-9610

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING AN OFFER BETWEEN THE CITY OF BURLESON, AS SELLER, AND THE STATE OF TEXAS THROUGH THE DEPARTMENT OF TRANSPORTATION, AS BUYER, TO SELL FEE SIMPLE TITLE TO A TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 0.0050 ACRES OF LAND NEAR THE INTERSECTION OF E. RENFRO STREET AND CARDINAL RIDGE ROAD, FOR THE SALES PRICE OF \$1,000.00 AND OTHER CONSIDERATION, AS PRESCRIBED IN THE OFFER LETTER AS ATTACHED IN EXHIBIT “A” (THE “OFFER”); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE OFFER; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; PROVIDING FOR THE REPEAL OF RESOLUTION CSO#5445-04-2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City desires to accept, approve and enter into the Offer; and

WHEREAS, the City desires to close the real estate transaction described in the Offer; and

WHEREAS, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Offer; and

WHEREAS, the City desires to expend funds pursuant to the Offer that are necessary to close the real estate transaction described therein.

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

Section 1.

The City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Offer between the City and the Buyer, substantially in the form attached as Exhibit “A”, with the purchase price of \$1,000.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Offer, including a warranty deed conveying the real property; and (b) to make expenditures in accordance with the terms of the Offer and in closing the transaction contemplated by the Offer, if any.

Section 2.

The foregoing recitals are adopted and incorporated herein for all purposes.

Section 3.

Resolution CSO#5445-04-2024 is hereby repealed and replaced. To the extent that the provisions of Resolution CSO#5445-04-2024 conflict with this resolution, the terms of this resolution shall control.

Section 4.

This resolution shall take effect immediately from and after its passage.

PASSED AND SO RESOLVED by the City Council of the City of Burleson, Texas, this _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

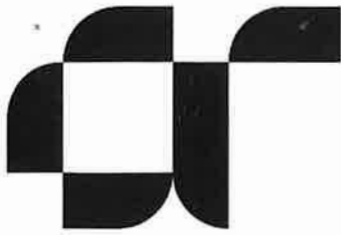


EXHIBIT "A"

AtkinsRéalis

11801 Domain Blvd, 5th Floor

Austin, TX 78758

www.atkinsrealis.com

CONSULTANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION

OFFER LETTER

October 19, 2023

County: Johnson
TXC Project ID: A00057946
Highway: FM 3391
District: Fort Worth

ROW CSJ: 3372-01-015
Parcel #: 15
Parcel ID: P00071147
Limits: IH 35W in Burleson to East of CR 602

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED & REGULAR MAIL: #7021 2720 0000 4056 7238

CITY OF BURLESON
Attn: Errick Thompson
141 W. Renfro St.
Burleson, TX 76028-0000

Dear Mr. Thompson:

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Linda Lindsay, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located at 620 Memorial Plaza, Burleson, Texas, as described in the enclosed property description and survey (the "Property").

The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$1,000.00 for your property, which includes \$1,000.00 for the property to be purchased and \$0.00 for damages to your remaining property.

This amount listed above is the total amount of just compensation for all interests in the portion of the Property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the

EXHIBIT "A"

improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

<u>Improvement Type</u>	<u>Type Construction</u>	<u>Amount to be Subtracted if Retained</u>
N/A	N/A	N/A

If you wish to accept the offer based upon this appraisal, please contact Linda Lindsay, as soon as possible, at (972) 588-3161, who is an employee of AtkinsRéalis, an affiliate that is providing acquisition services on behalf of the Department, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.*

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled "State Purchase of Right of Way", which the Department trusts will give you a better understanding of the procedures followed by the Department in

EXHIBIT "A"

purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Linda Lindsay at the telephone number provided above regarding any question you may have.

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,



Linda Lindsay, Senior Right of Way Agent
AtkinsRéalis

Enclosures:

Legal Description

The State of Texas Landowner's Bill of Rights ("TLBOR")

State Purchase of Right of Way Brochure

Deed – Draft

Possession and Use Agreement (PUAIC) - Draft

Title Commitment

Brokerage Agreement

Acknowledgment and Request for Information form

Acknowledgement of Receipt of Appraisal with self-addressed and stamped return envelope

Appraisal Report(s)

cc: Cherree Cassidy, TxDOT Project Manager, Fort Worth District

EXHIBIT "A"

County: Johnson
Highway: FM 3391
Project Limits: From IH 35W to E of CR 602
R.O.W. CSJ: 3372-01-015
Const. CSJ: 3372-01-010
Project No.: R00002292

Property Description for Parcel 15 (P00071147.001)

BEING 0.0050 acres (218 square feet) of land situated in the David Anderson Survey, Abstract No. 4, in the City of Burleson, Johnson County, Texas, said 0.0050 acres (218 square feet) of land being a portion of Lot 2, Block 1 of Memorial Plaza, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 10, Page 532 of the Plat Records of Johnson County, Texas, and being a portion of a called 19.826 acre tract of land described in Special Warranty Deed to the City of Burleson, filed June 18, 1993 and recorded in Volume 1702, Page 754 of the Official Public Records of Johnson County, Texas, said 0.0050 acres (218 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said Lot 3, Block 1 of said Memorial Plaza, said 1/2 inch iron rod being the northeast corner of Lot 1, Block 1 of Redman Industrial Addition, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 8, Page 300 of said Plat Records of Johnson County, Texas, said 1/2 inch iron rod being in the west line of Lot 8, Block A of Burleson I.S.D. South Hurst Road Addition, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 8, Page 902 of said Plat Records of Johnson County, Texas, said 1/2 inch iron rod also being in the west line of a called 100.007 acre tract of land described as Tract 1 in deed to Burleson Independent School District as recorded in Volume 2457, Page 102 of said Official Public Records of Johnson County, Texas;

EXHIBIT "A"

THENCE, North 00 degrees 31 minutes 12 seconds West, with the east line of said Lot 3, with the west line of said Lot 8, and with the west line of said called 100.007 acre tract of land, passing at a distance of 617.90 feet, a calculated point for the northeast corner of said Lot 3 and the southeast corner of said Lot 2, passing at a distance of 878.00 feet, a calculated point for the northwest corner of said Lot 8, from which a 1/2 inch iron rod found for reference bears South 85 degrees 30 minutes 08 seconds West, a distance of 1.34 feet, in all, a distance of 1,121.73 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the **POINT OF BEGINNING** and having surface coordinates of N=6,881,806.87 and E=2,336,727.45, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the intersection of the east line of said Lot 2 and the west line of said called 100.007 acre tract of land with the proposed southwesterly right-of-way line of FM 3391 (E. Renfro Street) (right-of-way width varies), said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also being 86.05 feet Right of and at right angles to centerline Station 46+11.17 of said FM 3391 (E. Renfro Street);

- (1) **THENCE**, North 54 degrees 56 minutes 12 seconds West, with the proposed southwesterly right-of-way line of said FM 3391 (E. Renfro Street), a distance of 34.57 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the intersection of the proposed southwesterly right-of-way line of said FM 3391 (E. Renfro Street) with the northeasterly line of said Lot 2 and the existing southwesterly right-of-way line of Memorial Plaza (right-of-way width varies) (no deed of record found), said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" having surface coordinates of N=6,881,826.73 and E=2,336,699.15 and being 83.28 feet Right of and at right angles to centerline Station 45+76.71 of said FM 3391 (E. Renfro Street), said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also being the beginning of a non-tangent curve to the right having a radius of 2,420.49 feet, a central angle of 00 degrees 40 minutes 29 seconds, and whose chord bears South 81 degrees 03 minutes 09 seconds East, a distance of 28.50 feet; **
- (2) **THENCE**, with said non-tangent curve to the right, with the northeasterly line of said Lot 2, and the existing southwesterly right-of-way line of said Memorial Plaza, an arc length of 28.50 feet to a 1/2 inch iron rod found for the northeast corner of said Lot 2, said 1/2 inch iron rod being the northwest corner of said called 100.007 acre tract of land;

EXHIBIT "A"

- (3) **THENCE**, South 00 degrees 31 minutes 14 seconds East, with the east line of said Lot 2 and with the west line of said called 100.007 acre tract of land, a distance of 15.43 feet to the **POINT OF BEGINNING** and containing 0.0050 acres (218 square feet) of land.

NOTES:

The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010.00. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.00012. Unit of measurement is U.S. Survey Feet.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in June, 2022 through January, 2023.

All stations and offsets shown are calculated relative to the project centerline (FM 3391 centerline).

Access will be permitted to the remainder property abutting the highway facility.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

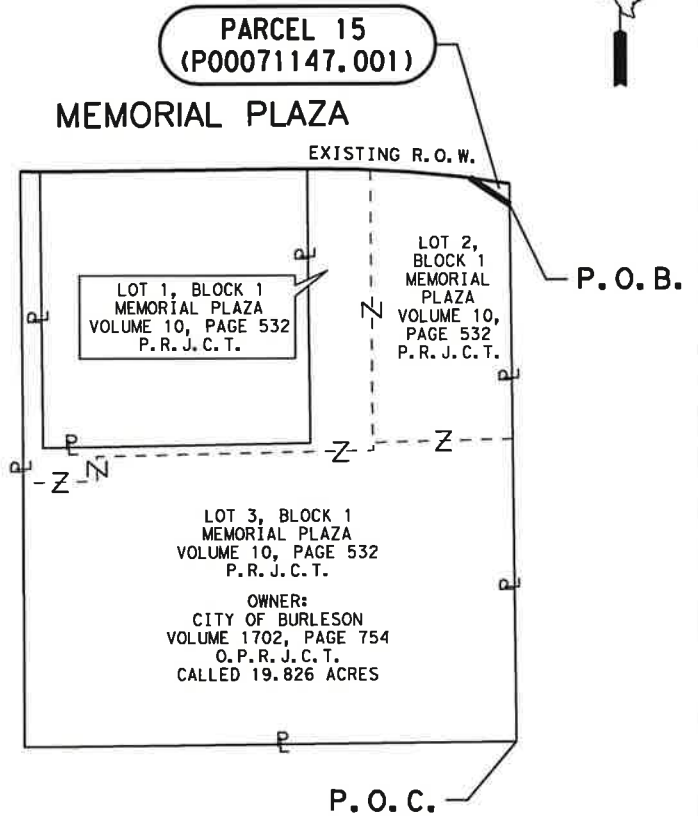

Chris T. Abbott
Registered Professional Land Surveyor No. 6407
Gorronдона & Associates, Inc.
2800 NE Loop 820, Suite 660
Fort Worth, Texas 76137
Office 817-496-1424 Fax 817-496-1768
Texas Firm No. 10106900



NOTES

1. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT COMBINED SCALE FACTOR OF 1.00012. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.
2. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
3. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
4. ABSTRACTING WAS COMPLETED IN JUNE, 2022 THROUGH JANUARY, 2023.
5. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (FM 3391 CENTERLINE).

WHOLE PROPERTY SKETCH
(NOT TO SCALE)



LEGEND:

APPROXIMATE SURVEY LINE	
APPROXIMATE CITY LIMIT LINE	
EXISTING R.O.W. LINE	
LOT LINE	
PROPERTY LINE	
PROPOSED CENTERLINE	
PROPOSED R.O.W. LINE	
EXISTING EASEMENT LINE	
BROKEN LINE	
LAND HOOK (SAME OWNER)	
TxDOT TYPE I CONCRETE MONUMENT FOUND	
TxDOT TYPE II CONCRETE MONUMENT FOUND	
MONUMENT FOUND (SIZE & TYPE NOTED)	
CALCULATED POINT	
5/8 INCH IRON ROD WITH A 1-3/4 INCH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED)	
ACRES	AC.
DEED RECORDS OF JOHNSON COUNTY, TEXAS	D. R. J. C. T.
FARM TO MARKET	FM
INTERSTATE HIGHWAY	IH
LEFT	LT.
OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS	O. P. R. J. C. T.
PLAT RECORDS OF JOHNSON COUNTY, TEXAS	P. R. J. C. T.
POINT OF BEGINNING	P. O. B.
POINT OF COMMENCING	P. O. C.
RIGHT	RT.
RIGHT-OF-WAY	R. O. W.
SQUARE FEET	SQ. FT.

PLANIMETRICS LEGEND

	ANTENNA
	DOWN GUY
	ELECTRIC JUNCTION BOX
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FENCE LINE
	FIRE HYDRANT
	LIGHT STANDARD
	MANHOLE (UTILITY)
	SANITARY SEWER MANHOLE
	SIGN
	UTILITY POLE
	WATER METER
	WATER VALVE

I, CHRIS T. ABBOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING DESCRIPTION OF EVEN DATE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6407
GORRONDONA & ASSOCIATES, INC.
2800 NE LOOP 820, SUITE 660
FORT WORTH, TEXAS 76137
PHONE: 817-496-1424
FAX: 817-496-1768
TEXAS FIRM NO. 10106900



THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

*DENOTES A CALCULATED AREA 02/10/2023

PARCEL PLAT SHOWING
PARCEL 15 (P00071147.001)

		PARCEL NUMBER	PARCEL 15 (P00071147.001)	
			ACRES	SQUARE FEET
FEDERAL AID PROJECT NO.	N/A	FM 3391	0.0050	218
STATE DISTRICT NO.	2			
SCALE	1" = 50'	FILE	337201015_P15_P00071147.001_PG04	R.O.W. - C.S. J NO. 3372-01-015
		COUNTY	JOHNSON	
		ACQUISITION	0.0050	218
		PARENT AREA	19.826	* 161
		REMAINDER AREA	RT. *19.821	* 161



SEE PAGE 6 OF 7

DAVID ANDERSON SURVEY
ABSTRACT NO. 4

CITY OF BURLESON
JOHNSON COUNTY, TEXAS

LOT 8, BLOCK A
BURLESON I.S.D.
SOUTH HURST ROAD ADDITION
VOLUME 8, PAGE 902
P.R. J. C. T.

OWNER:
BURLESON INDEPENDENT
SCHOOL DISTRICT
VOLUME 2457, PAGE 102
O.P.R. J. C. T.
REMAINDER OF
TRACT 1
CALLED 100.007 ACRES
FILED: APRIL 4, 2000

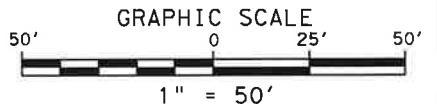
LOT 3, BLOCK 1
MEMORIAL PLAZA
VOLUME 10, PAGE 532
P.R. J. C. T.

OWNER:
CITY OF BURLESON
VOLUME 1702, PAGE 754
O.P.R. J. C. T.
CALLED 19.826 ACRES
FILED: JUNE 18, 1993

P.O.C. PARCEL 15
(P00071147.001)
FOUND 1/2" IRON ROD

PERMANENT HIKE &
BIKE TRAIL EASEMENT
VOLUME 10, PAGE 532
P.R. J. C. T.

LOT 1, BLOCK 1
REDMAN INDUSTRIAL ADDITION
VOLUME 8, PAGE 300
P.R. J. C. T.



*DENOTES A CALCULATED AREA 02/10/2023

PARCEL PLAT SHOWING
PARCEL 15 (P00071147.001)

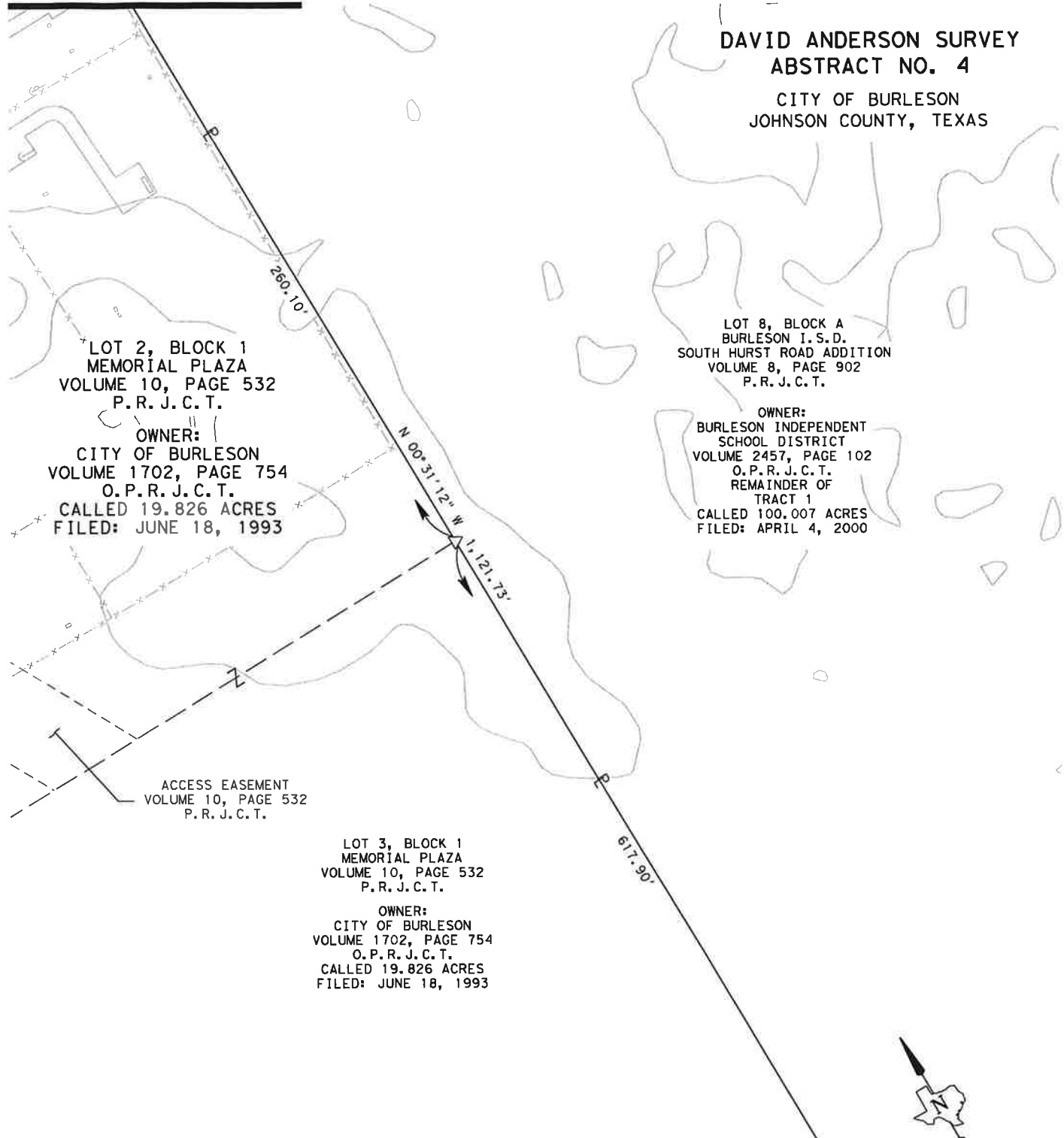


PARCEL PLAT SHOWING PARCEL 15 (P00071147.001)				PARCEL NUMBER	PARCEL 15 (P00071147.001)	
					ACRES	SQUARE FEET
FEDERAL AID PROJECT NO. N/A	FM 3391		STATE DISTRICT NO. 2	ACQUISITION	0.0050	218
SCALE 1" = 50'	FILE 337201015_P15_P00071147.001_PG05	R.O.W.-C.S.J NO. 3372-01-015	COUNTY JOHNSON	PARENT AREA	19.826	* 162
				REMAINDER AREA	RT. *19.821	* 162

SEE PAGE 7 OF 7

DAVID ANDERSON SURVEY
ABSTRACT NO. 4

CITY OF BURLESON
JOHNSON COUNTY, TEXAS



LOT 2, BLOCK 1
MEMORIAL PLAZA
VOLUME 10, PAGE 532
P. R. J. C. T.
OWNER:
CITY OF BURLESON
VOLUME 1702, PAGE 754
O. P. R. J. C. T.
CALLED 19.826 ACRES
FILED: JUNE 18, 1993

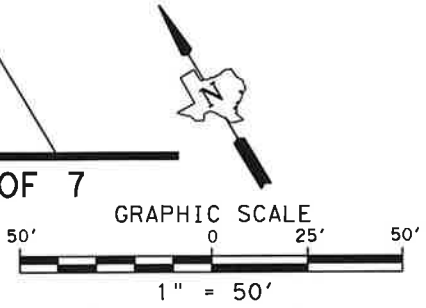
LOT 8, BLOCK A
BURLESON I. S. D.
SOUTH HURST ROAD ADDITION
VOLUME 8, PAGE 902
P. R. J. C. T.

OWNER:
BURLESON INDEPENDENT
SCHOOL DISTRICT
VOLUME 2457, PAGE 102
O. P. R. J. C. T.
REMAINDER OF
TRACT 1
CALLED 100.007 ACRES
FILED: APRIL 4, 2000

ACCESS EASEMENT
VOLUME 10, PAGE 532
P. R. J. C. T.

LOT 3, BLOCK 1
MEMORIAL PLAZA
VOLUME 10, PAGE 532
P. R. J. C. T.
OWNER:
CITY OF BURLESON
VOLUME 1702, PAGE 754
O. P. R. J. C. T.
CALLED 19.826 ACRES
FILED: JUNE 18, 1993

SEE PAGE 5 OF 7



*DENOTES A CALCULATED AREA 02/10/2023



FEDERAL AID PROJECT NO. N/A				FM 3391		STATE DISTRICT NO. 2		PARCEL NUMBER	PARCEL 15 (P00071147.001)	
								ACQUISITION	0.0050	218
SCALE 1" = 50'				FILE 337201015_P15_P00071147.001_PG06	R.O.W. - C.S.J NO. 3372-01-015	COUNTY JOHNSON	PARENT AREA	19.826	*	163
								REMAINDER AREA	RT. *19.821	*

EXISTING R.O.W.

10' STRIP FOR ROAD
VOLUME 1, PAGE 378
P.R.J.C.T.

FOUND 1/2" IRON
ROD WITH CAP
STAMPED "RPLS 5544"

EXISTING R.O.W.

FOUND 1/2" IRON
ROD WITH CAP
STAMPED "RPLS 5544"

STATE OF TEXAS
VOLUME 921, PAGE 12
D.R.J.C.T.
CALLED 0.557 ACRES
PARCEL #6
FILED: DECEMBER 13, 1982

FM 3391
(E. RENFRO STREET)
(R.O.W. WIDTH VARIES)

S 59° 31' 17" E 1,040.37'

45+00

PROPOSED
CENTERLINE

PARCEL 15
(P00071147.001)

N=6,881,826.73
E=2,336,699.15
STA. 45+76.71
83.28' RT.

FOUND 1/2" IRON
IRON ROD

FOUND 1/2" IRON
ROD WITH CAP
(ILLEGIBLE)

EXISTING R.O.W.

MEMORIAL PLAZA
(R.O.W. WIDTH VARIES)
(NO DEED OF RECORD FOUND)

STATE OF TEXAS
VOLUME 921, PAGE 12
D.R.J.C.T.
CALLED 1.278 ACRES
PARCEL #7
FILED: DECEMBER 13, 1982

DAVID ANDERSON SURVEY
ABSTRACT NO. 4
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

OWNER:
BURLESON INDEPENDENT
SCHOOL DISTRICT
VOLUME 2457, PAGE 102
O.P.R.J.C.T.
REMAINDER OF
TRACT 1
CALLED 100.007 ACRES
FILED: APRIL 4, 2000

P.O.B. PARCEL 15
(P00071147.001)

N=6,881,806.87
E=2,336,727.45
STA. 46+11.17
86.05' RT.

LOT 2, BLOCK 1
MEMORIAL PLAZA
VOLUME 10, PAGE 532
P.R.J.C.T.

OWNER:
CITY OF BURLESON
VOLUME 1702, PAGE 754
O.P.R.J.C.T.
CALLED 19.826 ACRES
FILED: JUNE 18, 1993

LOT 8, BLOCK A
BURLESON I.S.D.
SOUTH HURST ROAD ADDITION
VOLUME 8, PAGE 902
P.R.J.C.T.

OWNER:
BURLESON INDEPENDENT
SCHOOL DISTRICT
VOLUME 2457, PAGE 102
O.P.R.J.C.T.
REMAINDER OF
TRACT 1
CALLED 100.007 ACRES
FILED: APRIL 4, 2000

ACCESS EASEMENT
VOLUME 10, PAGE 532
P.R.J.C.T.

N 00° 31' 12" W 1,121.73'
243.73'

FOUND 1/2" IRON
ROD BEARS
S 85° 30' 08" W 1.34'

SEE PAGE 6 OF 7

GRAPHIC SCALE

50' 0 25' 50'

1" = 50'

*DENOTES A CALCULATED AREA 02/10/2023

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 54° 56' 12" W	34.57'
L2	S 00° 31' 14" E	15.43'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	2,420.49'	00° 40' 29" (RT.)	S 81° 03' 09" E	28.50'	28.50'

PARCEL PLAT SHOWING
PARCEL 15 (P00071147.001)



FEDERAL AID PROJECT NO.
N/A

FM 3391

STATE DISTRICT NO.
2

PARCEL NUMBER	PARCEL 15 (P00071147.001)	
	ACRES	SQUARE FEET
ACQUISITION	0.0050	218
PARENT AREA	19.826	*
REMAINDER AREA	RT. *19.821	* 164

SCALE
1" = 50'

FILE
337201015_P15_P00071147.001_PG07

R.O.W.-C.S.J NO.
3372-01-015

COUNTY
JOHNSON

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: May 6, 2024

SUBJECT:

Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)

SUMMARY:

The Texas Department of Transportation (TxDOT) is working on an expansion of East Renfro (FM 3391) in Burleson from IH-35W to east of CR 602.

Two parcels of City land have been identified that require the acquisition of right-of-way to facilitate the construction of the project. The parcels have been appraised and TxDOT has made offers following their standard process to acquire the parcels.

A similar agenda item appeared on the April 15th City Council meeting agenda; however, the resolution accompanying the item contained the incorrect offer letter from TxDOT. The resolution on this agenda item has been corrected to include the correct offer letter from TxDOT.

RECOMMENDATION:

Approve a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted: N/A (revenue)
Fund Name: General Fund
Full Account #s: 101-47700
Amount: \$10,799.00
Project No.: N/A

STAFF CONTACT:

Errick Thompson
Director
ethompson@burlesontx.com
817-426-9610

TxDOT Acquisitions - FM 3391 (East Renfro) Widening Project

CITY COUNCIL

MAY 6, 2024

FM 3391 Widening by TxDOT

- From IH35W to East of CR 602
 - Widening from two to six lanes from IH35W to Hurst (below in **blue**)
 - Widening from two to four lanes from Hurst to CR 602 (below in **orange**)
- 60% Design, land acquisition and utility coordination underway
- Advertising for construction bids anticipated September 2028
- \$53.7M project

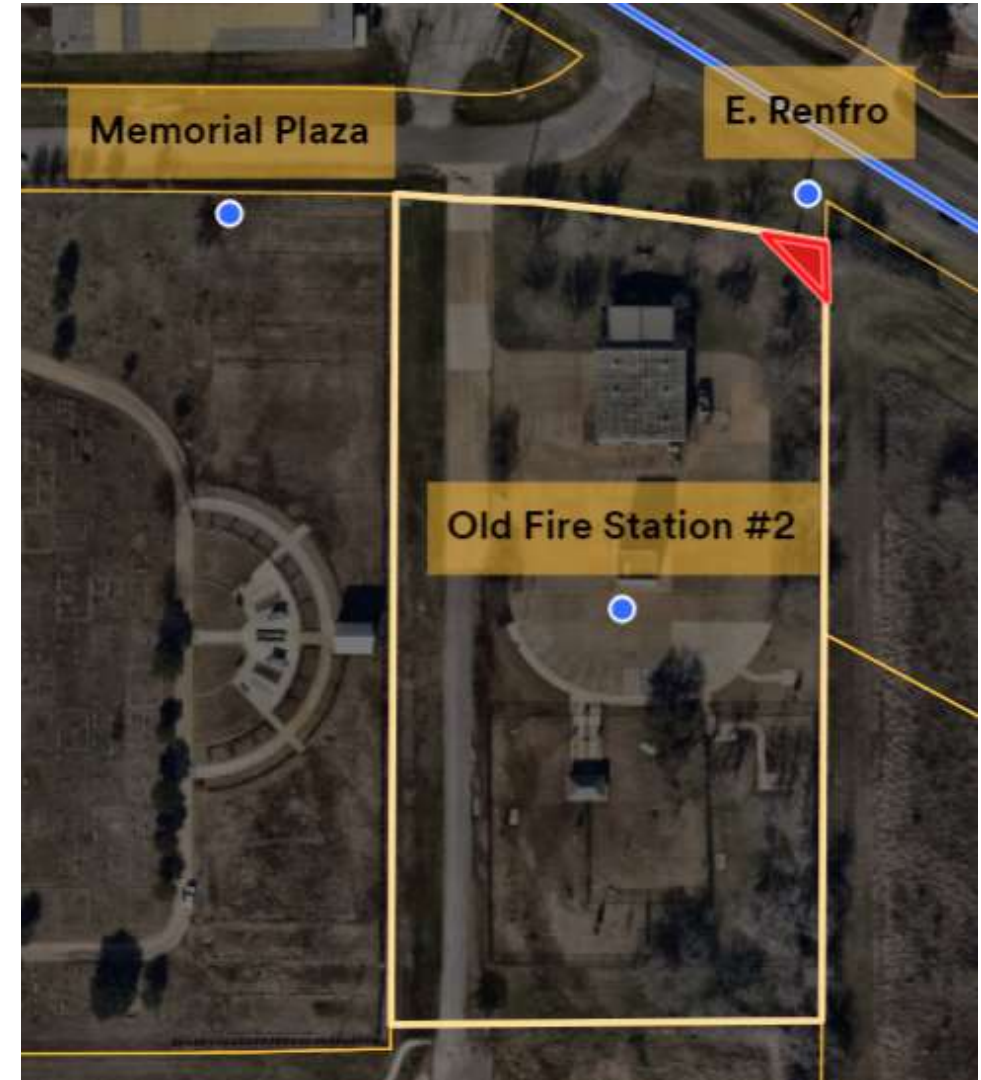


Acquisitions Needed from Burleson (Parcel #15)

0.005 ac (218sf) of Old Fire Station 2 site

- Relatively small portion of overall 3.547 ac property (shown to the right, shaded in red)
- Appraised value of 218sf: **\$654**
- TxDOT minimum by policy: **\$1,000**

TxDOT Offer: \$1,000



Acquisitions Needed from Burleson (Parcel #21)

0.0066 ac (287sf) of City right-of-way near the intersection of E. Renfro and Cardinal Ridge

- Relatively small portion of overall 3.547 ac (shown to the right, shaded)
- Appraised value 287sf: **\$10,799**
 - \$1,866 for the land
 - \$8,933 for improvements

TxDOT Offer: \$10,799



Acquisitions Needed from Burleson



- Similar agenda items appeared on the April 15th City Council meeting agenda for both parcels; however, the resolutions accompanying the items contained the incorrect offer letters from TxDOT.
- The resolutions on these agenda items for each parcel have been corrected to include the correct offer letters from TxDOT.

Action Requested



The two offers represent just compensation using industry-standard appraisals with third-party reviews. As a result staff recommends:

approval of resolutions authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contracts with the Texas Department of Transportation, as purchaser, for parcels #15 and #21 as presented.

Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works & Engineering
ethompson@burlesontx.com
817-426-9610

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING AN OFFER BETWEEN THE CITY OF BURLESON, AS SELLER, AND THE STATE OF TEXAS THROUGH THE DEPARTMENT OF TRANSPORTATION, AS BUYER, TO SELL FEE SIMPLE TITLE TO A TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 0.0066 ACRES OF LAND NEAR THE INTERSECTION OF E. RENFRO STREET AND CARDINAL RIDGE ROAD, FOR THE SALES PRICE OF \$10,799.00 AND OTHER CONSIDERATION, AS PRESCRIBED IN THE OFFER LETTER AS ATTACHED IN EXHIBIT “A” (THE “OFFER”); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE OFFER; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; PROVIDING FOR THE REPEAL OF RESOLUTION CSO#5446-04-2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City desires to accept, approve and enter into the Offer; and

WHEREAS, the City desires to close the real estate transaction described in the Offer; and

WHEREAS, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Offer; and

WHEREAS, the City desires to expend funds pursuant to the Offer that are necessary to close the real estate transaction described therein.

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

Section 1.

The City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Offer between the City and the Buyer, substantially in the form attached as Exhibit “A”, with the purchase price of \$10,799.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Offer, including a warranty deed conveying the real property; and (b) to make expenditures in accordance with the terms of the Offer and in closing the transaction contemplated by the Offer, if any.

Section 2.

The foregoing recitals are adopted and incorporated herein for all purposes.

Section 3.

Resolution CSO#5446-04-2024 is hereby repealed and replaced. To the extent that the provisions of Resolution CSO#5446-04-2024 conflict with this resolution, the terms of this resolution shall control.

Section 4.

This resolution shall take effect immediately from and after its passage.

PASSED AND SO RESOLVED by the City Council of the City of Burleson, Texas, this _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



EXHIBIT "A"

CONSULTANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION

OFFER LETTER

October 19, 2023

County: Johnson

TXC Project ID: A00057946

Highway: FM 3391

District: Fort Worth

ROW CSJ: 3372-01-015

Parcel #: 21

Parcel ID: P00071153

Limits: IH 35W in Burleson to East of CR 602

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED & REGULAR MAIL: #7021 2720 0000 4056 7238
Via email 03/04/2024 with corrected offer amount

City of Burleson, Johnson County, Texas

Attn: Errick Thompson

141 W Renfro St

Burleson, TX 76028-0000

Dear Mr. Thompson:

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Linda Lindsay, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located along the SE corner of E Renfro St/Cardinal Ridge Road, Burleson, TX, as described in the enclosed property description and survey (the "Property").

The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$10,799.00 for your property, which includes \$10,799.00 for the property to be purchased and \$0.00 for damages to your remaining property.

This amount listed above is the total amount of just compensation for all interests in the portion of the Property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is

EXHIBIT "A"

Please see the enclosed copy of the proposed instrument that will convey the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled "*State Purchase of Right of Way*", which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Linda Lindsay at the telephone number provided above regarding any question you may have.

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,



Linda Lindsay, Senior Right of Way Agent
AtkinsRéalis

Enclosures:

Legal Description

The State of Texas Landowner's Bill of Rights ("TLBOR")

State Purchase of Right of Way Brochure

Deed – Draft

Possession and Use Agreement (PUAIC) - Draft

Title Commitment

Brokerage Agreement

Acknowledgment and Request for Information form

Acknowledgement of Receipt of Appraisal with self-addressed and stamped return envelope

Appraisal Report(s)

cc: Cherree Cassidy, TxDOT Project Manager, Fort Worth District

EXHIBIT "A"

County: Johnson
Highway: FM 3391
Project Limits: From IH 35W to E of CR 602
R.O.W. CSJ: 3372-01-015
Const. CSJ: 3372-01-010
Project No.: R00002292

Property Description for Parcel 21 (P00071153.001)

BEING 0.0066 acres (287 square feet) of land situated in the David Anderson Survey, Abstract No. 4, in the City of Burleson, Johnson County, Texas, said 0.0066 acres (287 square feet) of land being a portion of Cardinal Ridge Road (right-of-way width varies) dedicated to the City of Burleson as shown on plat of Oak Valley Estates Phase IV, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 8, Page 423 of the Plat Records of Johnson County, Texas, said 0.0066 acres (287 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the southwest corner of Lot 5, Block 32 of said Oak Valley Estates Phase IV, said 1/2 inch iron rod being the southeast corner of Lot 4, Block 32 of said Oak Valley Estates Phase IV, said 1/2 inch iron rod being in the existing north right-of-way line of Blackbird Court (50' width right-of-way) as shown on plat of said Oak Valley Estates Phase IV;

THENCE, South 89 degrees 27 minutes 09 seconds West, with the south line of said Lot 4 and with the existing north right-of-way line of said Blackbird Court, passing at a distance of 70.00 feet, a calculated point for the southwest corner of said Lot 4 and the southeast corner of Lot 3, Block 32 of said Oak Valley Estates Phase IV, from which a 1/2 inch iron rod found for reference bears South 55 degrees 30 minutes 02 seconds East, a distance of 0.29 feet, passing at a distance of 140.00 feet, a 1/2 inch iron rod found for the southwest corner of said Lot 3 and the southeast corner of Lot 2, Block 32 of said Oak Valley Estates Phase IV, passing at a distance of 210.00 feet, a calculated point for the southwest corner of said Lot 2 and the southeast corner of Lot 1, Block 32 of said Oak Valley Estates Phase IV, from which a 1/2 inch iron rod found for reference bears South 22 degrees 50 minutes 12 seconds East, a distance of 0.30 feet, in all, a distance of 295.00 feet to a calculated point for the southwest corner of said Lot 1, said calculated point being the intersection of the existing north right-of-way line of said Blackbird Court with the existing east right-of-way line of said Cardinal Ridge Road, from which a 1/2 inch iron rod found for reference bears North 00 degrees 33 minutes 19 seconds East, a distance of 0.62 feet;

EXHIBIT "A"

THENCE, North 00 degrees 16 minutes 28 seconds West, with the west line of said Lot 1 and with the existing east right-of-way line of said Cardinal Ridge Road, a distance of 100.00 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the **POINT OF BEGINNING** and having surface coordinates of N=6,881,203.49 and E=2,340,002.57, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the most westerly northwest corner of said Lot 1, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being an angle point in the existing east right-of-way line of said Cardinal Ridge Road, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also being 84.81 feet Right of and at right angles to centerline Station 79+83.33 of FM 3391 (E. Renfro Street) (right-of-way width varies), from which a 1/2 inch iron rod found for reference bears South 50 degrees 47 minutes 38 seconds East, a distance of 0.30 feet; **

- (1) **THENCE**, North 00 degrees 16 minutes 28 seconds West, a distance of 18.16 feet to a calculated point for corner;
- (2) **THENCE**, North 46 degrees 53 minutes 39 seconds East, a distance of 10.08 feet to a calculated point for corner in the south line of a called 1.023 acre tract of land described as Parcel 10 in deed to the State of Texas as recorded in Volume 1784, Page 558 of the Official Public Records of Johnson County, Texas, said calculated point being in the existing south right-of-way line of FM 3391 (E. Renfro Street) (120' width right-of-way);
- (3) **THENCE**, North 89 degrees 25 minutes 40 seconds East, with the south line of said called 1.023 acre tract of land and with the existing south right-of-way line of said FM 3391 (E. Renfro Street), a distance of 17.60 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the most northerly northwest corner of said Lot 1, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the intersection of the south line of said called 1.023 acre tract of land and the existing south right-of-way line of said FM 3391 (E. Renfro Street) with the existing southeasterly right-of-way line of said Cardinal Ridge Road, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also having surface coordinates of N=6,881,228.72 and E=2,340,027.44 and being 59.84 feet Right of and at right angles to centerline Station 80+08.45 of said FM 3391 (E. Renfro Street), from which a 1/2 inch iron rod found for the northeast corner of said Lot 5 bears North 89 degrees 25 minutes 40 seconds East, a distance of 340.01 feet, said 1/2 inch iron rod being the northwest corner of Lot 6, Block 32 of said Oak Valley Estates Phase IV; **

EXHIBIT "A"

- (4) **THENCE**, South 44 degrees 35 minutes 21 seconds West, with the northwesterly line of said Lot 1 and with the existing southeasterly right-of-way line of said Cardinal Ridge Road, a distance of 35.43 feet to the **POINT OF BEGINNING** and containing 0.0066 acres (287 square feet) of land.

NOTES:

The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010.00. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.00012. Unit of measurement is U.S. Survey Feet.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in June, 2022 through January, 2023.

All stations and offsets shown are calculated relative to the project centerline (FM 3391 centerline).

Access will be permitted to the remainder property abutting the highway facility.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

 2/17/23

Chris T. Abbott
Registered Professional Land Surveyor No. 6407
Gorrondona & Associates, Inc.
2800 NE Loop 820, Suite 660
Fort Worth, Texas 76137
Office 817-496-1424 Fax 817-496-1768
Texas Firm No. 10106900



NOTES

1. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT COMBINED SCALE FACTOR OF 1.00012. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.

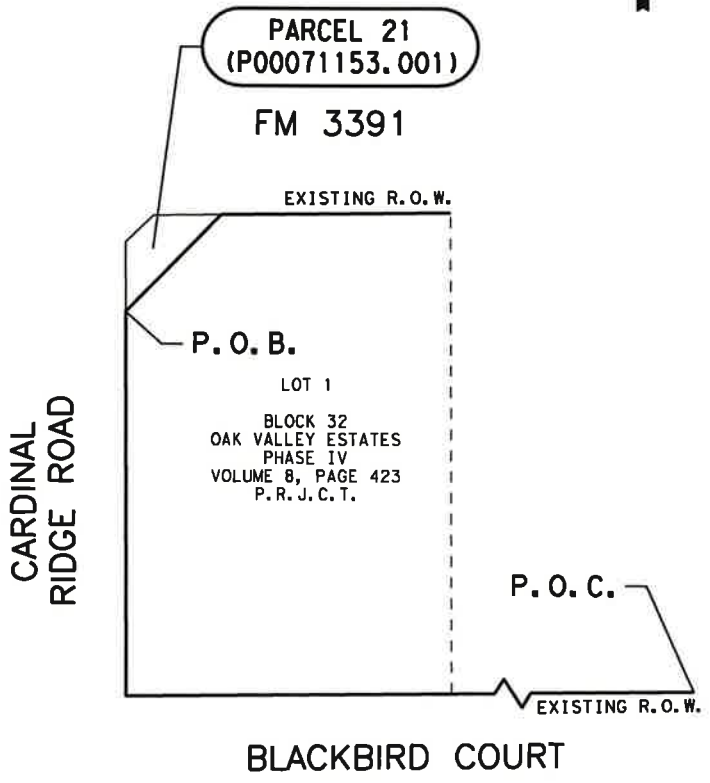
2. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

3. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

4. ABSTRACTING WAS COMPLETED IN JUNE, 2022 THROUGH JANUARY, 2023.

5. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (FM 3391 CENTERLINE).

WHOLE PROPERTY SKETCH
(NOT TO SCALE)



LEGEND:

APPROXIMATE SURVEY LINE	
APPROXIMATE CITY LIMIT LINE	
EXISTING R.O.W. LINE	
LOT LINE	
PROPERTY LINE	
PROPOSED CENTERLINE	
PROPOSED R.O.W. LINE	
EXISTING EASEMENT LINE	
BROKEN LINE	
LAND HOOK (SAME OWNER)	
TXDOT TYPE I CONCRETE MONUMENT FOUND	
TXDOT TYPE II CONCRETE MONUMENT WITH 4" BRASS DISK STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION" FOUND	
MONUMENT FOUND (SIZE & TYPE NOTED)	
CALCULATED POINT	
5/8 INCH IRON ROD WITH A 1-3/4 INCH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED)	
ACRES	AC.
DEED RECORDS OF JOHNSON COUNTY, TEXAS	D. R. J. C. T.
FARM TO MARKET	FM
INTERSTATE HIGHWAY	IH
LEFT	LT.
OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS	O. P. R. J. C. T.
PLAT RECORDS OF JOHNSON COUNTY, TEXAS	P. R. J. C. T.
POINT OF BEGINNING	P. O. B.
POINT OF COMMENCING	P. O. C.
RIGHT	RT.
RIGHT-OF-WAY	R. O. W.
SQUARE FEET	SQ. FT.

PLANIMETRICS LEGEND

	ANTENNA
	DOWN GUY
	ELECTRIC JUNCTION BOX
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FENCE LINE
	FIRE HYDRANT
	LIGHT STANDARD
	MANHOLE (UTILITY)
	SANITARY SEWER MANHOLE
	SIGN
	UTILITY POLE
	WATER METER
	WATER VALVE

I, CHRIS T. ABBOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING DESCRIPTION OF EVEN DATE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris T. Abbott 2/17/25



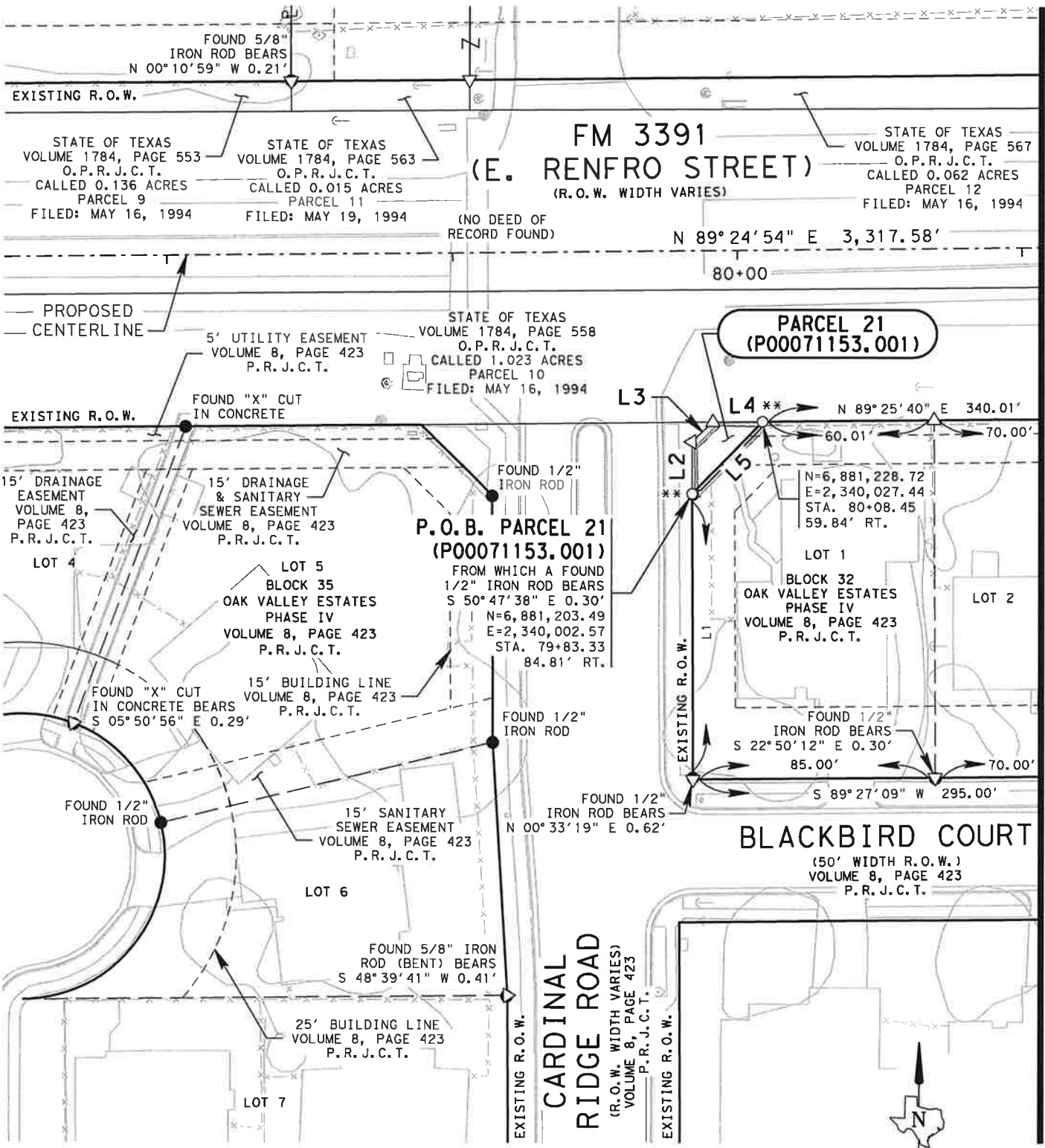
CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6407
GORRONDONA & ASSOCIATES, INC.
2800 NE LOOP 820, SUITE 660
FORT WORTH, TEXAS 76137
PHONE: 817-496-1424
FAX: 817-496-1768
TEXAS FIRM NO. 10106900

THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

*DENOTES A CALCULATED AREA 02/17/2023

PARCEL PLAT SHOWING
PARCEL 21 (P00071153.001)

	FEDERAL AID PROJECT NO. N/A		STATE DISTRICT NO. 2		ACQUISITION	0.0066	PARCEL 21 (P00071153.001) ACRES SQUARE FEET 180
	SCALE 1" = 50'		FILE 337201015_P21_P00071153.001_PG04	R.O.W. - C.S. J. NO. 3372-01-015	COUNTY JOHNSON	PARENT AREA N/A	
	FM 3391				REMAINDER AREA N/A	N/A	



SEE PAGE 5 OF 6

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°16'28" W	100.00'
L2	N 00°16'28" W	18.16'
L3	N 46°53'39" E	10.08'
L4	N 89°25'40" E	17.60'
L5	S 44°35'21" W	35.43'

**DAVID ANDERSON SURVEY
ABSTRACT NO. 4**
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

*DENOTES A CALCULATED AREA 02/17/2023

PARCEL PLAT SHOWING
PARCEL 21 (P00071153.001)

PARCEL NUMBER	PARCEL 21 (P00071153.001)	
	ACRES	SQUARE FEET
ACQUISITION	0.0066	182
PARENT AREA	N/A	
REMAINDER AREA	N/A	



FEDERAL AID PROJECT NO. N/A	FILE 337201015_P21_P00071153.001_PG06	STATE DISTRICT NO. 2	COUNTY JOHNSON
SCALE 1" = 50'	R.O.W.-C.S.J NO. 3372-01-015		

The property described above relates to a “whole” property acquisition, so that there is no remainder or remaining property owned by the Grantors that was originally out of or a part of the property described above. Therefore, there are no access rights retained or remaining in Grantors, their successors and assigns, out of or relating to the property described above.

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

MEETING: April 15, 2024

SUBJECT:

Consider approval of a resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool). *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

SUMMARY:

The purpose of this resolution is to add current city employees and remove former city employees or city employees that have transitioned out of the finance department as authorized account representatives with the Texas Local Government Investment Pool, also known as TexPool.

The city uses different banks and financial institutions, and, over time, the authorized account representatives listed at the banks no longer reflect the current employees in the finance department and city manager's office. To address this issue, city staff is requesting the council pass two different resolutions. The first resolution is for one specific financial institution, TexPool, that requested a more specific resolution form. The second resolution (which is a separate agenda item) is a general resolution that address the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group).

RECOMMENDATION:

Approve the resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool).

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664

Resolution Amending Authorized Account Representatives

LEGAL DEPARTMENT

PRESENTED TO THE CITY COUNCIL MAY 6, 2024

Amending Account Representatives

- The city uses a variety of different banks and financial institutions.
- The authorized account representatives listed at the various banks and financial institutions no longer reflect the current employees in the finance department and city manager's office.
- There is a need for council to pass a resolution adding current employees as authorized account representatives as well as removing former employees in that capacity.
- Staff is requesting that council pass two different resolutions to address this matter.
- The first resolution is a general resolution that addresses the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group) as well as any future banks or financial institutions the city may use in the future.
- The second resolution is for one specific financial institution (TexPool) that requested a more specific resolution form.

Amending Account Representatives

Action Requested

Pass Two Different Resolutions:

- (1) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group as well as naming the city's authorized account representatives with any future banks or financial institutions the city may use in the future.
- (2) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool).

Amending Account Representatives

Questions/Comments

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

City of Burleson 7 7 8 4 1
 Participant Name* Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

<p>1. <u>Harlan Jefferson</u> Name</p> <p><u>8 1 7 4 2 6 9 6 5 1</u> Phone</p> <p><u>[Signature]</u> Signature</p>	<p><u>Deputy City Manager</u> Title</p> <p><u>hjefferson@burlesontx.com</u> Email</p>
<p>2. <u>Mariana Dunn</u> Name</p> <p><u>8 1 7 4 2 6 9 6 5 6</u> Phone</p> <p><u>[Signature]</u> Signature</p>	<p><u>Assistant Finance Director</u> Title</p> <p><u>mjdunn@burlesontx.com</u> Email</p>
<p>3. <u>Yixiao Gao</u> Name</p> <p><u>8 1 7 4 2 6 9 6 5 4</u> Phone</p> <p><u>[Signature]</u> Signature</p>	<p><u>Chief Accountant</u> Title</p> <p><u>ygao@burlesontx.com</u> Email</p>

1. Resolution (continued)

4.
 Name Title

 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 20

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

 Printed Name*

 Title*

ATTEST

Signature*

 Printed Name*

 Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**
Email: texpool@dstsystems.com
Fax: 866-839-3291

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

MEETING: May 6, 2024

SUBJECT:

Consider approval of a resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

SUMMARY:

The purpose of this resolution is to add current city employees and remove former city employees or city employees that have transitioned out of the finance department as authorized account representatives with eight different banks and financial institutions used by the city as well as list the city's authorized account representatives with any banks or financial institutions that the city may use in the future. Specifically, the eight different banks and financial institutions currently used by the city are the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group.

The city uses different banks and financial institutions, and, over time, the authorized account representatives listed at the banks no longer reflect the current employees in the finance department and city manager's office. To address this issue, city staff is requesting the council pass two different resolutions. The first resolution is a general resolution that address the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group) as well as list the city's authorized account representatives with any banks or financial institutions that the city may use in the future. The second resolution (which is a separate agenda item) is for one specific financial institution (TexPool) that requested a more specific resolution form.

RECOMMENDATION:

Approve the resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial,

InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664

Resolution Amending Authorized Account Representatives

LEGAL DEPARTMENT

PRESENTED TO THE CITY COUNCIL MAY 6, 2024

Amending Account Representatives

- The city uses a variety of different banks and financial institutions.
- The authorized account representatives listed at the various banks and financial institutions no longer reflect the current employees in the finance department and city manager's office.
- There is a need for council to pass a resolution adding current employees as authorized account representatives as well as removing former employees in that capacity.
- Staff is requesting that council pass two different resolutions to address this matter.
- The first resolution is a general resolution that addresses the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group) as well as any future banks or financial institutions the city may use in the future.
- The second resolution is for one specific financial institution (TexPool) that requested a more specific resolution form.

Amending Account Representatives

Action Requested

Pass Two Different Resolutions:

- (1) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group as well as naming the city's authorized account representatives with any future banks or financial institutions the city may use in the future.
- (2) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool).

Amending Account Representatives

Questions/Comments

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING AN AMENDMENT TO ITS AUTHORIZED REPRESENTATIVES WITH LOCAL GOVERNMENT INVESTMENT COOPERATIVE (“LOGIC”), TEXSTAR, EAST WEST BANK, BOK FINANCIAL, INTERBANK, NEXBANK, U.S. BANK, AND WEALTH MANAGEMENT GROUP AND APPOINTING AUTHORIZED REPRESENTATIVES WITH ANY BANK OR FINANCIAL INSTITUTION THAT THE CITY MAY USE IN THE FUTURE.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City has a number of accounts with various banking institutions and investment firms, including but not limited to Local Government Investment Cooperative (“Logic”), TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group, as well as any bank or financial institution that the City may use in the future (collectively, the “Banks and Investment Firms”); and

WHEREAS, the City desires to amend or otherwise appoint the authorized representatives that may act on its behalf with the Banks and Investment Firms.

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

Section 1.

Any of the persons named below, so long as they act in a representative capacity as agents of the City, are hereby authorized to act as signors and account representatives of the City on any and all accounts held by the City with the Banks and Investment Firms:

1. Harlan Jefferson, Deputy City Manager
2. Mariana Dunn, Assistant Finance Director
3. Yixiao Gao, Chief Accountant
4. Kristina Smith, Accounting Supervisor

Section 2.

The persons named below are hereby removed as authorized signors and account representatives of the City on any and all accounts held by the City with the Banks and Investment Firms:

1. Bryan Langley
2. John Butkus
3. Martin Avila
4. Tien Nguyen

5. Brenda Chrusciaki

Section 3.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Michelle McCullough, P.E., CFM – Assistant Director/City Engineer
MEETING: May 6, 2024

SUBJECT:

Consider approval of a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) for the Lakewood Drive connection to FM 1902. (*Staff Contact: Michelle McCullough, Assistant Director/City Engineer*)

SUMMARY:

On June 7, 2021, the City Council approved Chapter 380 and an Economic Development and Performance Agreement (Agreement). The Agreement is for developing Chisholm Summit, a proposed master-planned community on the west side of the City between Wilshire Blvd and the Chisholm Trail Parkway. There are several parties to this Agreement; however, R.A. Development, Ltd. (Developer) will act as the representative under the Agreement.

As part of the Agreement, the Developer is obligated to design and construct Lakewood Drive, which includes a connection to FM 1902, including acceleration and deceleration lanes. The city must approve a resolution and execute a Local On-System Agreement (LOSA) as part of the permit process. Typically, the city would be responsible for the direct and indirect costs associated with reviewing the LOSA application; however, the city requested and received a waiver of those costs in the amount of \$62,880.00.

Once the LOSA has been executed and the environmental clearance has been obtained, TxDOT will issue the permit for construction. Once issued, construction is anticipated to be completed within four to six months.

RECOMMENDATION:

Approve a resolution for a Local On-System Agreement with the Texas Department of Transportation (TxDOT) for the Lakewood Drive connection to FM 1902.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

September 20, 2021 – Economic Development Corporation Board (EDCB) – Type A

- Reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive

September 20, 2021 – City Council

- Reimbursement resolution to R.A. Development, Ltd. for sewer design costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive and sanitary sewer facilities
- Ratification of EDCB action on the design contract with Kimley Horn Associates for design review of Lakewood Drive

October 3, 2022 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

October 3, 2022 – City Council

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

November 13, 2023 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution to bury existing UCS electric lines between CR 1020 and CR 1016.

November 13, 2023 – City Council

Minute order ratifying the 4A Economic Development Corporation Board's action

December 11, 2023 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution for pedestrian and street lighting between CR 1020 and FM 1902.

December 11, 2023 – City Council

Minute order ratifying the 4A Economic Development Corporation Board's action.

March 18, 2024 – City Council

Oncor Encroachment Agreement approved for proposed paving and sewer improvements.

March 18, 2024 – City Council

Oncor Encroachment Agreement approved for proposed paving and sewer improvements.

REFERENCE:

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

Michelle McCullough, P.E.,CFM
Assistant Director/City Engineer
mmcullough@burlesontx.com
817-426-9616

Local On-System Agreement

Lakewood Drive/FM 1902

City Council
May 6, 2024





Project Background

June 7, 2021 – The City Council approved Chapter 380 and the Economic Development and Performance Agreement

R.A. Development (Developer) serves as representative under agreement

Developer obligated to design and construction Lakewood Drive including connection to FM 1902

- Lakewood Drive currently under construction
- Anticipate roadway open to traffic between CR 1020 and CR 1016 by mid to end of May 2024
- Connection to FM 1902 needs to occur before portion between CR 1016 and FM 1902 can be completed

Local On-System Agreement

Required by permitting process for improvements proposed to TxDOT roadways

City is required to approve resolution as part of the LOSA

City to pay indirect/direct costs associated with LOSA Application

The city requested and received a waiver of these costs in the amount of \$62,880.00

Permit will be issued once LOSA is executed and environmental clearance is obtained

Construction is anticipated to be completed in four to six months after permit is issued

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT For A LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Burleson**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

- 1. Period of the Agreement**
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

Council Action Requested

Approve a resolution for a Local On-System Agreement with the Texas Department of Transportation (TxDOT) for the Lakewood Drive connection to FM 1902

CONNECTION TO FM 1902

TRANSPORTATION (TXDOT) FOR THE LAKEWOOD DRIVE

Questions / Discussion

Michelle McCullough
Assistant Director / City Engineer
817-426-9616
mmccullough@burlesontx.com

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON SUPPORTING ENTERING INTO AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT AT OR NEAR THE LAKEWOOD CONNECTION TO FM 1902, BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City is authorized to enter into contracts with the State of Texas, including agreements for local on-system improvement projects with the Texas Department of Transportation; and

WHEREAS, the City Council has been presented a proposed agreement for a local on-system improvement project by and between the City and the State of Texas, acting by and through the Texas Department of Transportation for a total estimated cost of \$655,000.00 plus any cost overruns (hereinafter the “Agreement”), for a construction project at or near the Lakewood connection to FM 1902, more specifically asphalt widening for an acceleration lane and a deceleration lane along FM 1902 at the Lakewood intersection, re-striping and signage along FM 1902, and other work as described in the Agreement (hereinafter the “Project”); and

WHEREAS, the City Council supports entering into the Agreement; and

WHEREAS, the City possesses the funds on hand to participate in the Agreement, and is committed, subject to the terms and conditions of the Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The City Council hereby designates the City Manager as the City’s authorized official with the authority to execute the Agreement for the Project on behalf of the City, and directs the City Manager to execute the Agreement on behalf of the City. The City Council further directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation. The City is responsible for the estimated cost of \$655,000.00 plus any cost overruns.

Section 2.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 3.

The City Council finds and determines that the meeting at which this resolution is passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

Section 4.

This resolution shall be effective immediately upon final passage.

PASSED, APPROVED, AND DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Burleson**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

2. Scope of Work

The Project consists of asphalt widening for acceleration lane and deceleration lane along FM 1902 at the Lakewood intersection as shown on Attachment A. Asphalt widening for left turn lane. Re-striping and signage along FM 1902.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State’s waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State’s direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State’s acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government’s failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State’s satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State’s satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager City of Burleson 141 W Renfro Street Burleson, Texas 76028	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature
Kenneth Stewart

Typed or Printed Name
Director of Contract Services

Typed or Printed Title

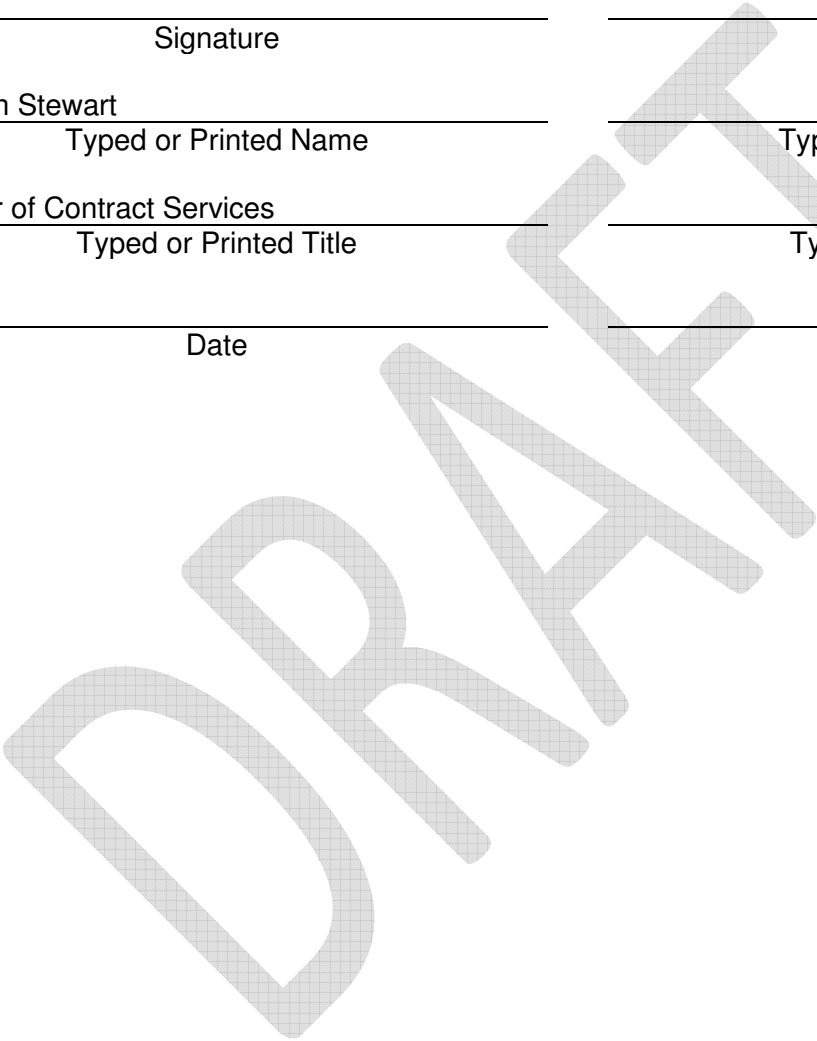
Date

Signature

Typed or Printed Name

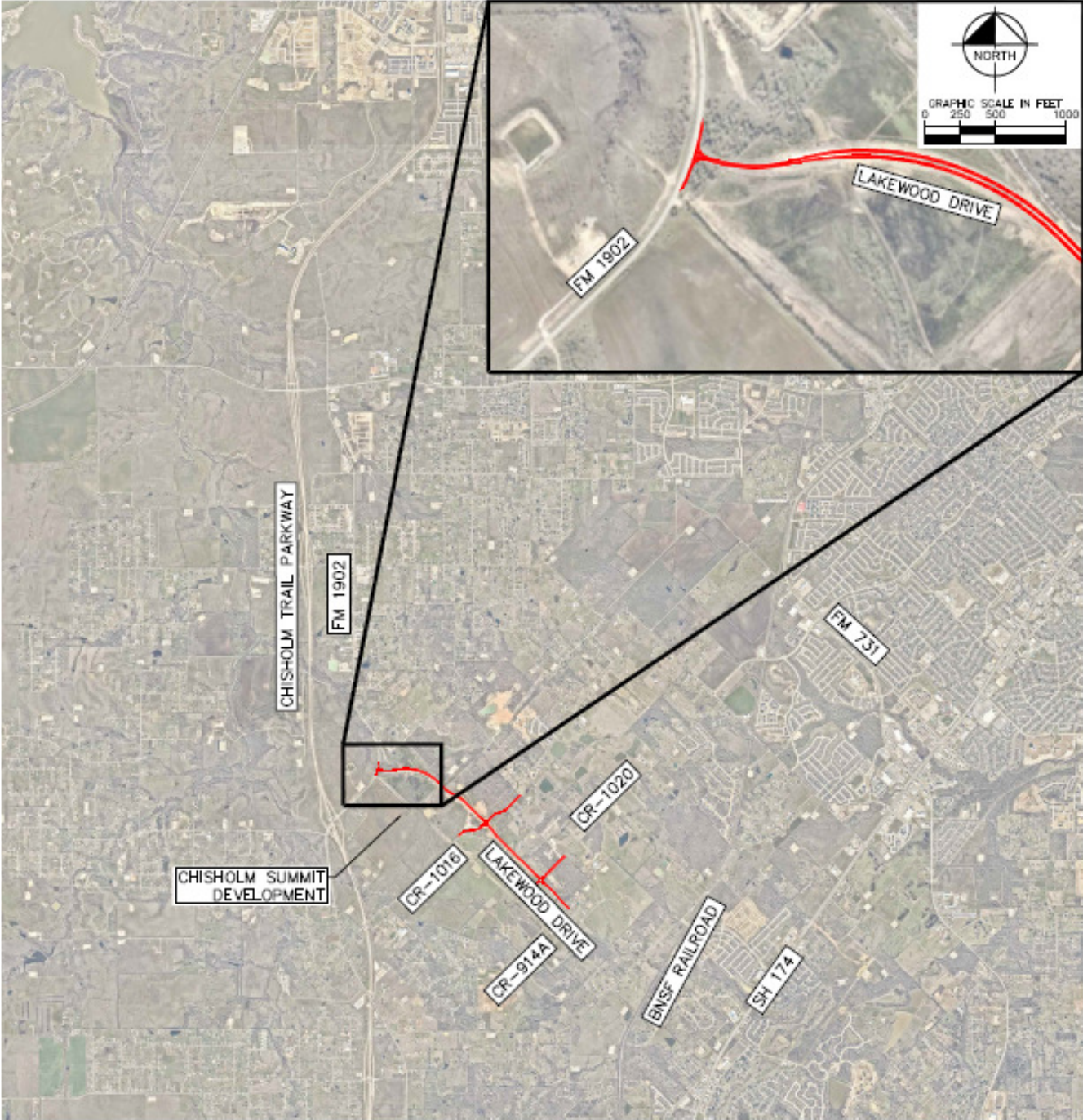
Typed or Printed Title

Date

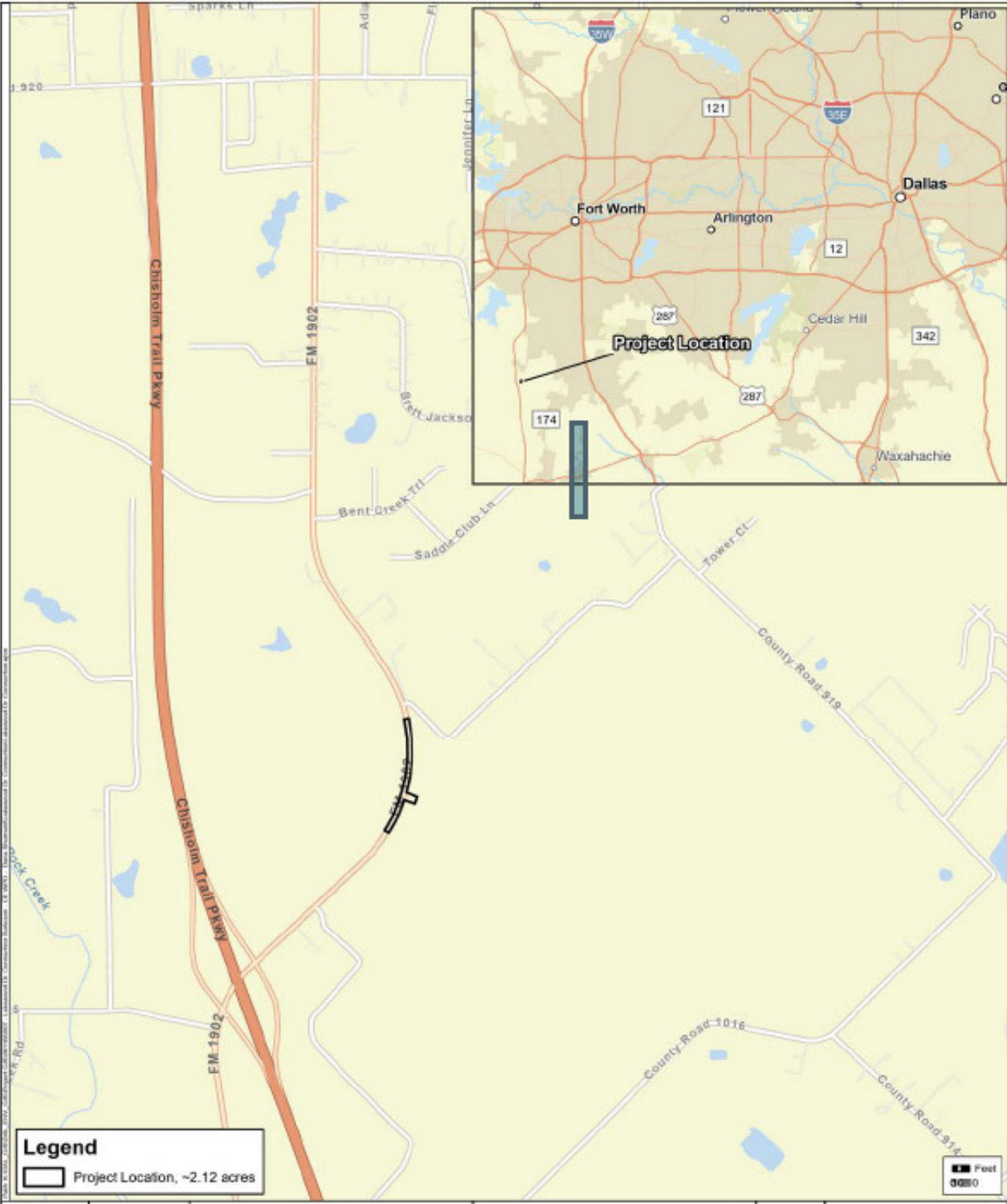


CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

**ATTACHMENT A
PROJECT LOCATION MAP**



CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902



CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

**ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$25,000	
Right of Way	\$0	
Engineering	\$100,000	
Utility Work	\$1	
Construction	\$530,000	
Subtotal for Project Phases		\$655,000
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$8,186	
Right of Way	\$1	
Engineering	\$8,187	
Utility Work	\$1	
Construction	\$16,375	
Subtotal for Direct State Costs		\$32,750
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$30,130
TOTAL ESTIMATED COST OF PROJECT		\$717,880

\$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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CSJ #	02-4LOSA004
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	Lakewood Connection to FM 1902

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Justin Scharnhorst, Assistant to the City Manager

MEETING: May 6, 2024

SUBJECT:

Consider approval of a resolution approving the nomination of Johnson County Judge Christopher Boedeker to the Executive Board of the North Central Texas Council of Governments. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)

SUMMARY:

Officers and Directors for the 2024-2025 Council of Governments' Executive Board will be elected at the annual General Assembly meeting on Friday, June 14, 2024, at 12:00 p.m. at the Hurst Conference Center. Officials from member governments are invited to submit recommendations for Board positions. City of Corinth's Mayor, Bill Heidemann will Chair a Nominating Committee, consisting of several Past Presidents, that has been appointed to review the recommendations and submit a slate for election at the meeting.

Executive Board members traditionally hold their seats for two years and then rotate off the Board. If, however, a member has served for two years, but is nominated and elected to serve as an officer, that person will continue to fill their current population-based seat on the Board. The current Board President rotates to the position of Past President.

Should council pass the resolution, it will be included in the nominating packet along with a letter of support from Councilmember Victoria Johnson, and the nomination letter from Mayor Chris Fletcher.

RECOMMENDATION:

Recommend approval of the resolution.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Assistant to the City Manager
jscharnhorst@burlesontx.com
817-426-9646

North Central Texas Council of Governments

Presented to the City Council on May 6, 2024

North Central Texas Council of Governments (NCTCOG)

- Will hold the election to the executive board during the General Assembly on June 14, 2024.
- There are seventeen Executive Board members comprised of locally elected officials and one ex-officio that hold their seats for two years.
- The Executive Board is the policy making body for all activities undertaken by the Council of Governments, including program activities, regional plans, and fiscal budgetary policies.

Nominations

- The call for nominations closes on May 13th.
- Nomination forms must be recommended by a local elected official.
- By passage of this resolution, a copy will be included in the nomination packet, along with letters of support from local municipalities in Johnson County.

Recommendation

- Staff recommends approval

Questions or Comments



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING THE NOMINATION OF JOHNSON COUNTY JUDGE CHRISTOPHER BOEDEKER TO THE EXECUTIVE BOARD OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Officers and Directors for the 2024-2025 Council of Governments’ Executive Board will be elected at the annual General Assembly on Friday, June 14, 2024 at the Hurst Conference Center; and

WHEREAS, The City of Burleson believes in enhancing our regional approach and collaboration to make our region more competitive for projects; and

WHEREAS, nominating Johnson County Judge Christopher Boedeker could grow representation from our region with the North Central Texas Council of Governments.

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

Section 1.

The City Council hereby approves the nomination of Johnson County Judge Christopher Boedeker to the Executive Board of the North Central Texas Council of Governments.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 6th day of May, 2024.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: May 6, 2024

SUBJECT:

Chisholm Summit at 9825 CR 1016, Voluntary Annexation (Case 23-375): Hold a public hearing and consider approval of an ordinance for voluntary annexation of approximately 88.471 acres of land located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to a previously approved development agreement. (*First and Final Reading*) (*Staff Contact: Tony McIlwain, Development Services Director*) (*No Planning and Zoning Commission action was required for this item*)

SUMMARY:

On November 27, 2023, an application was submitted by Justin Bond representing RA Development, LTD. on behalf of Rocky Bransom (owner) for voluntary annexation of approximately 88.471 acres for the Chisholm Summit Master Planned Community (Case 23-375).

DEVELOPMENT OVERVIEW:

This site is part of a previously approved 380 agreement (CSO #1775-06-2021) for the Chisholm Summit Master Planned Community. Upon approval of annexation (Case 23-375) the property would be assigned a default zoning of A, Agriculture. The annexation request is currently scheduled to go concurrently with a zoning request (Case 23-229) before City Council on May 6 2024.

An annexation schedule has been developed per the Texas Local Government Code Section 43.0673, which governs the procedure to be followed by the municipal government for this type of annexation. In accordance with this statute, annexations must be strictly coordinated in conjunction with the City Council public hearing schedule due to specific timing mandates established by Texas State Law.

This site is designated in the Comprehensive Plan as Neighborhoods.

This land use category is intended for predominantly traditional single-family residential developments, but does allow for a mix of densities, lot sizes, housing stock, and styles as appropriate. Neighborhoods should have increased pedestrian connectivity that includes sidewalks, trails, and greenbelts.

Staff supports the voluntary annexation request and subsequent zoning for a master planned community as it provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.

Engineering:

Platting and civil engineering reviews will be required prior to the development of the site. Sanitary sewer extension will be required to the site prior to development as well.

RECOMMENDATION:

Recommend approval of an ordinance for the annexation.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Oct. 3, 2022 – City Council approved the Annexation of Phase A for Chisholm Summit

June 7, 2021 - City Council approved Economic Development Agreement (CSO#1775-06-2021).

REFERENCE:

[LOCAL GOVERNMENT CODE CHAPTER 43. MUNICIPAL ANNEXATION \(texas.gov\)](#)

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Director, Development Services
tmcilwain@burlesontx.com
817-426-9684

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BURLESON; PROVIDING FOR THE ANNEXATION OF 88.471 ACRES OF LAND CONVEYED IN THE DEED RECORDS AS FOLLOWS; A PORTION OF LAND CONVEYED TO BURLESON DEVELOPMENT INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), TOGETHER WITH A PORTION OF LAND CONVEYED TO ALTA BURL LP, INC. IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24915, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), AND THE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24938 DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), RELATED TO A PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT. SAID ANNEXATION AREA IS LOCATED IN THE EXCLUSIVE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BURLESON; PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES; PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF BURLESON, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the proposed annexation of the territory hereinafter described was requested by petition letter, shown herein as Exhibit "B" and submitted executed **April 26, 2024, by Rocky Bransom and David Shanks** , owners of the annexation area; and

WHEREAS, the first and final public hearing before the City Council of the City of Burleson, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City Council Chambers at the City Hall Building, 141 W. Renfro Street in Burleson, Texas, on May 6, 2024; and

WHEREAS, notice of such first and final public hearing was published in a newspaper having general circulation in the City of Burleson, Texas, and in the hereinafter described territory, and posted on the City of Burleson's internet web site, on **April 19,**

2024, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such first public hearing; and

WHEREAS, written notice of the proposed annexation was provided to the Burleson Independent School District, 1160 SW Wilshire Blvd., Burleson, Texas, 76028 on **April 19, 2024**, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of the first public hearing; and

WHEREAS, all of the Annexation Area described herein is adjacent to and within the exclusive extraterritorial jurisdiction of the City of Burleson, Texas; and

WHEREAS, a Service Plan is as Exhibit “C” and Exhibit “D”; and

WHEREAS, the hereinafter described territory contains 88.471 acres of land, more or less; and

WHEREAS, the City Council of the City of Burleson finds it to be in the best interest of the citizens of Burleson to enter into the municipal services agreement described herein; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern changes to the boundaries of the City via annexation.

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

SECTION 1 ANNEXATION

That all portions of the following tract (the “Annexation Area”) located in Johnson County, Texas, comprising a total of 88.471 acres of land, more or less, is hereby annexed into the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area, being tracts of land conveyed in the deed records as follows; a portion of land conveyed to Burleson Development INC., in the deed recorded in instrument No. 2017-24940, Deed Records, Johnson County Texas, (D.JR.C.T), together with a portion of land conveyed to Alta Burl LP, INC., In the deed recorded in instrument No. 2017-24915, Deed Records, Johnson County Texas, (D.JR.C.T), and the tract of land conveyed to Alta Burl LP, in the deed recorded in instrument No. 2017-24938 Deed Records, Johnson County Texas, (D.JR.C.T), being

described and depicted in Exhibit "A" and incorporated into this Ordinance. In the event of a discrepancy between the description and the depiction, the depiction shall control.

**SECTION 2
RIGHTS AND DUTIES OF OWNERS AND
INHABITANTS IN NEWLY ANNEXED AREA**

That the owners and inhabitants of the Annexation Area are entitled to all of the rights and privileges of all other citizens and property owners of the City of Burleson, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

**SECTION 3
OFFICIAL MAP**

That Ordinance C-594-06(A0709), the official map and boundaries of the City, previously adopted, is hereby amended to include the Annexation Area as a part of the City of Burleson, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the town to add the territory annexed as required by law.

**SECTION 4
FILING CERTIFIED COPY**

That the City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas, and with the Johnson County Appraisal District.

**SECTION 5
SERVICE PLAN**

That attached hereto, marked as Exhibit "C" and incorporated herein for all purposes incident hereto, is a Service Plan providing for the extension of municipal services into the Annexation Area, which was made available at the public hearings for inspection by and explanation to the inhabitants of the area to be annexed.

**SECTION 6
INCORPORATION OF RECITALS**

That the findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

**SECTION 7
CUMULATIVE CLAUSE**

That this ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 8
SEVERABILITY CLAUSE**

That should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 9
AREAS EXCEPTED FROM ANNEXATION**

That should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Burleson, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such Annexation Area. The City Council hereby declares it to be its purpose to annex into the City of Burleson every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed into the City of Burleson any lands or area which are presently part of and included within the limits of the City of Burleson, or which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Burleson's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

**SECTION 10
EFFECTIVE CLAUSE**

That this ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____,
20_____.

Chris Fletcher, Mayor

City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM &
LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

Metes and Bounds

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 185, JOHNSON COUNTY, TEXAS, BEING A TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY, TEXAS, (D.R.J.C.T.), TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., TOGETHER WITH ALL OF THAT 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24938, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN COUNTY ROAD 919 (VARIABLE R-O-W) AND FOR THE MOST NORTHERLY CORNER OF SAID BURLESON DEVELOPMENT, INC., TRACT;

THENCE ALONG SAID COUNTY ROAD S 42°34'17" E, A DISTANCE OF 1307.43 FEET TO A MAG NAIL FOUND WITH SHINER FOR THE MOST NORTHERLY CORNER OF A TRACT OF LAND CONVEYED TO CODY SHELLY, AND ASHLEY SHELLY IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-18744, D.R.J.C.T.;

THENCE ALONG THE NORTHERLY LINE OF SAID SHELLEY TRACT S 49°34'42" W, A DISTANCE OF 778.33 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY LINE OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID SHELLEY TRACT;

THENCE ALONG SAID NORTHEASTERLY LINE AND THE SOUTHWESTERLY LINE OF SAID SHELLY TRACT S 42°41'38" E, A DISTANCE OF 503.54 FEET TO A POINT;

THENCE S 42°51'21" E, A DISTANCE OF 179.54 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID SHELLEY TRACT;

THENCE LEAVING SAID NORTHEASTERLY LINE N 31°01'59" E ALONG THE SOUTHEASTERLY LINE OF SAID SHELLY TRACT, A DISTANCE OF 540.46 FEET TO A STEEL POST FOUND;

THENCE N 47°42'31" E, A DISTANCE OF 257.15 FEET TO A COTTON SPINDLE FOUND IN SAID COUNTY ROAD 919 (VARIABLE R-O-W) FOR THE MOST EASTERLY CORNER OF SAID SHELLY TRACT AND FOR THE MOST NORTHERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE ALONG SAID COUNTY ROAD, ALONG COUNTY ROAD 1016 (VARIABLE R-O-W) AND ALONG THE NORTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 42°32'12" E, A DISTANCE OF 1190.95 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD 1016 AND ALONG THE SOUTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 44°57'58" W, A DISTANCE OF 765.76 FEET TO A MAG NAIL FOUND WITH A SHINER FOR THE MOST SOUTHERLY CORNER OF SAID 20.503 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF SAID 133.323 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD AND THE SOUTHEASTERLY LINE OF SAID 133.323 ACRE TRACT S 44°56'18" W, A DISTANCE OF 266.56 FEET TO A PK NAIL FOUND FOR THE MOST WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO REECE PRAIRIE BAPTIST CHURCH RECORDED IN VOLUME 1467, PAGE 105 D.R.J.C.T. ;

THENCE LEAVING SAID COUNTY ROAD N 45°00'39" W ALONG THE NORTHEASTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 436.97 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE S 45°01'12" W ALONG THE NORTHWESTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 521.38 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE LEAVING SAID WESTERLY CORNER AND SAID SOUTHEASTERLY LINE N 44°58'33" E, A DISTANCE OF 1655.48 FEET TO A POINT;

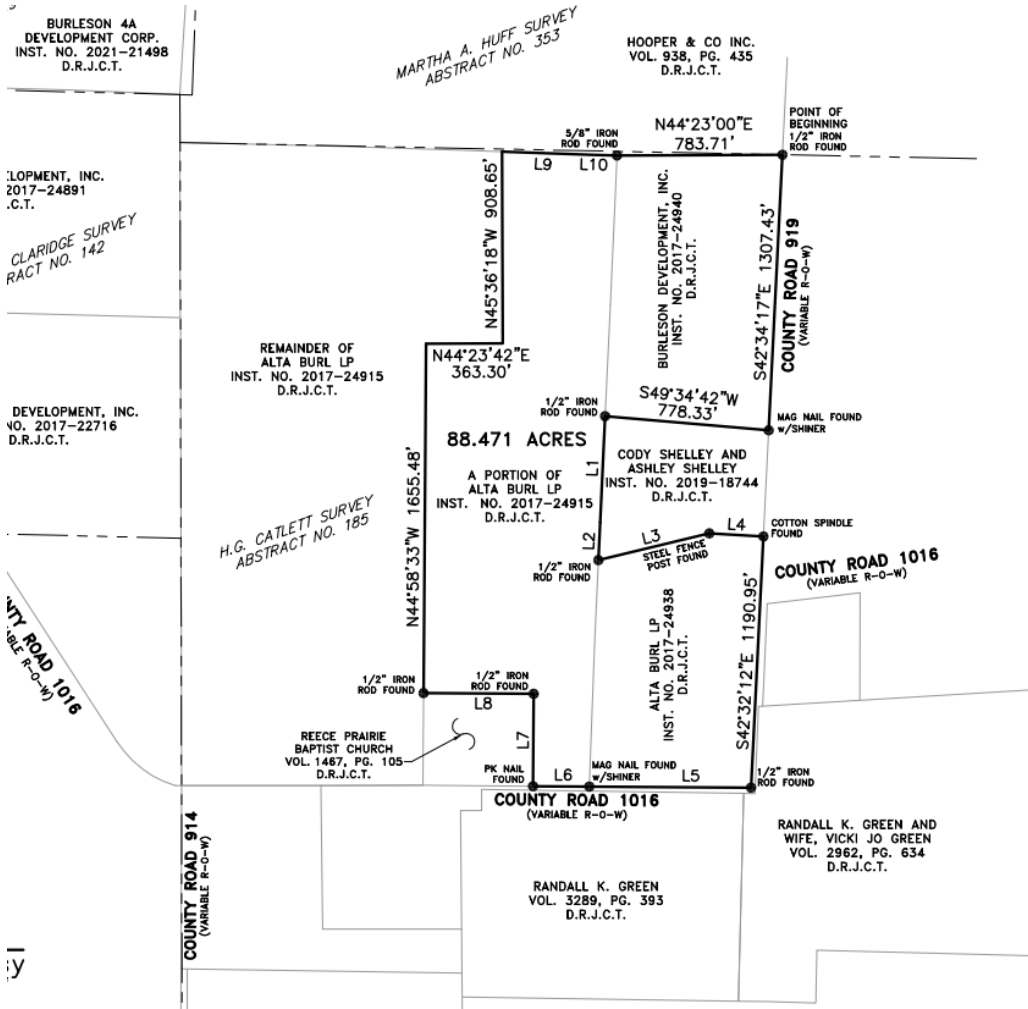
THENCE N 44°23'42" E, A DISTANCE OF 363.30 FEET TO A POINT;

THENCE N 45°36'18" W, A DISTANCE OF 908.65 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO HOOPER & CO INC. IN THAT DEED RECORDED IN VOLUME 938, PAGE 435 D.R.J.C.T. AND IN THE NORTHWESTERLY LINE OF SAID 133.323 ACRE TRACT;

THENCE ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°37'41" E, A DISTANCE OF 422.56 FEET TO A POINT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°11'33" E A DISTANCE OF 121.44 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID BURLERSON DEVELOPMENT, INC. TRACT;

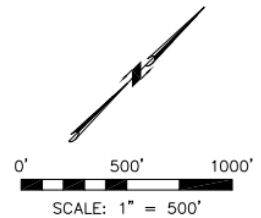
THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND THE NORTHWESTERLY LINE OF SAID BURLERSON DEVELOPMENT, INC. TRACT N 44°23'00" E, A DISTANCE OF 783.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.471 ACRES OF LAND MORE OR LESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S42°41'38"E	503.54'
L2	S42°51'21"E	179.54'
L3	N31°01'59"E	540.46'
L4	N47°42'31"E	257.15'
L5	S44°57'58"W	765.76'
L6	S44°56'18"W	266.56'
L7	N45°00'39"W	436.97'
L8	S45°01'12"W	521.38'
L9	N46°37'41"E	422.56'
L10	N46°11'33"E	121.44'

NOTES:

1. THIS EXHIBIT HAS BEEN PREPARED FOR PLANNING PURPOSES ONLY AND IT IS NOT TO BE CONSTRUED AS BOUNDARY SURVEY.
2. BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.



AN EXHIBIT OF
CHISHOLM SUMMIT ANNEXATION #3
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

11/27/23

SHEET 1 OF

Exhibit "B"

DocuSign Envelope ID: 410A79C4-E358-4B72-89B5-6C5AA0BCB82A

Letter for Request for Voluntary Annexation

APRIL 26, 2024

RE: Voluntary Annexation Request

Dear City Council,

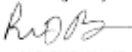
As the owner(s) of the below-referenced property, we would like the City of Burleson to consider our request for annexation. The property in question is located at **9825 COUNTY ROAD 1016, BURLESON, TX 76028**. The property is currently **undeveloped**. The size of the tract is **88.471** acres. The reason for this annexation request is **as a condition of a developer's agreement**.

Owner(s) as listed on Deed: **ALTA BURL, LP; BURLESON DEVELOPMENT, INC.**

Any additional information may be obtained by contacting **JUSTIN BOND** at **817-880-1220**.

(Attachment: Survey exhibit, Chisholm Summit Annexation #3)

Sincerely,

DocuSigned by:

BURLESON DEVELOPMENT, INC.
A TEXAS CORPORATION
BY: ROCKY BRANSOM, ITS PRESIDENT AND DIRECTOR

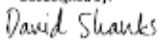
DocuSigned by:

ALTA BURL, LP
A TEXAS LIMITED PARTNERSHIP
BY: EYESIGHT VENTURES, LLC, ITS GENERAL PARTNER
BY: DAVID SHANKS, ITS MANAGER

Exhibit "C"

**AGREEMENT FOR
CITY OF BURLESON
ANNEXATION SERVICE PLAN
FOR**

Property Subject to Plan: 88.471 ACRES OF LAND, MORE OR LESS, IS HEREBY ANNEXED INTO THE CITY OF BURLESON AS A PART OF THE CITY FOR ALL MUNICIPAL PURPOSES, AND THE CITY LIMITS ARE EXTENDED TO INCLUDE SUCH ANNEXATION AREA, BEING TRACTS OF LAND CONVEYED IN THE DEED RECORDS AS FOLLOWS; A PORTION OF LAND CONVEYED TO BURLESON DEVELOPMENT INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), TOGETHER WITH A PORTION OF LAND CONVEYED TO ALTA BURL LP, INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24915, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), AND THE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24938 DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), BEING DESCRIBED AND DEPICTED IN EXHIBIT "A" AND INCORPORATED INTO THIS ORDINANCE

This Agreement is entered into between the City of Burleson and, **R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP,** ("Owners") pursuant to Section 43.0672 of the Texas Local Government Code. The parties agree to the provision of services set forth below.

Municipal services to the Annexation Area will be furnished by or on behalf of the City of Burleson, Texas, at the following levels and in accordance with the following service plan programs:

I. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION

The City will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted.

1. POLICE PROTECTION

The City of Burleson, Texas will provide police protection to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Burleson, Texas will provide, or cause to be provided, fire protection and ambulance service to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. SOLID WASTE COLLECTION

The City of Burleson, Texas provides, or causes to provide, solid waste and refuse collection services within the city limits of the City of Burleson, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed areas to the extent that the annexed lot or tract is adjacent to public right-of-way. Persons using the services of a privately owned solid waste management service provider prior to the effective date of annexation may continue to use such services until the second anniversary of the annexation in accordance with Section 43.056 (n) and (o), Local Government Code, State of Texas.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

5. MAINTENANCE OF ROADS AND STREETS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA

BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Burleson, Texas is not aware of the existence of any publicly owned municipal facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned municipal facility, building or municipal service does exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned municipal facilities, buildings or municipal services of the City now incorporated in the City of Burleson, Texas.

II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES

In addition to the services identified above, the following services will be provided in the Annexation Area on the effective date of the annexation, unless otherwise noted:

1. LIBRARY SERVICES

Any residents of the Annexation Area will be eligible to receive library services from the Burleson Public Library commencing on the effective date of the annexation.

2 MUNICIPAL ADMINISTRATION

The City of Burleson, Texas will provide general municipal administration and administrative services commencing on the effective date of the annexation.

3. ENFORCEMENT OF CODES AND ORDINANCES

Enforcement of the City's ordinances and regulatory codes will be provided within the Annexation Area on the effective date of the annexation. The City's health, environmental, building, plumbing, mechanical, electrical, and all other codes will be enforced within the Annexation Area beginning with the effective date of the annexation. The City's zoning ordinance, subdivision regulations, design standards manual and related ordinances shall be enforced in the Annexation Area beginning on the effective date of the annexation. Complaints of ordinance or regulation violations within the area will be answered and investigated by existing personnel.

4. INSPECTION SERVICES

All inspection services furnished by the City of Burleson, Texas, but not mentioned above, will be provided to the Annexation Area beginning on the effective date of the annexation.

III. CONSTRUCTION OF CAPITAL IMPROVEMENTS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

1. GENERAL

- a. The City policy for extending water and waste water service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.
- b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE.

The City Council of the City of Burleson, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical service The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Burleson, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of police, fire and emergency medical services provided within the corporate limits of the City. The need for construction of new facilities will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. WATER FACILITIES AND SERVICES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

4. WASTE WATER SERVICES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

5. ROADS AND STREETS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

F. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS, AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE.

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

IV. SPECIFIC FINDINGS

The City Council of the City of Burleson, Texas, finds and determines that this Service Plan will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use and population density, and it will not provide a lower level of service in the area proposed to be incorporated than were in existence at the time immediately preceding the effective date of annexation.

AGREED TO AND APPROVED ON THIS ____ DAY OF _____, 2022.

City of Burleson, Texas

Mayor

ATTEST:

City Secretary

AGREED:

By: _____
Ronald Bowyer

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Notary Seal]

Notary Public, State of Texas

Chisholm Summit Annexation

Location:

- 9825 CR 1016
- 88.471 acres

Applicant:

Justin Bond (RA Development)

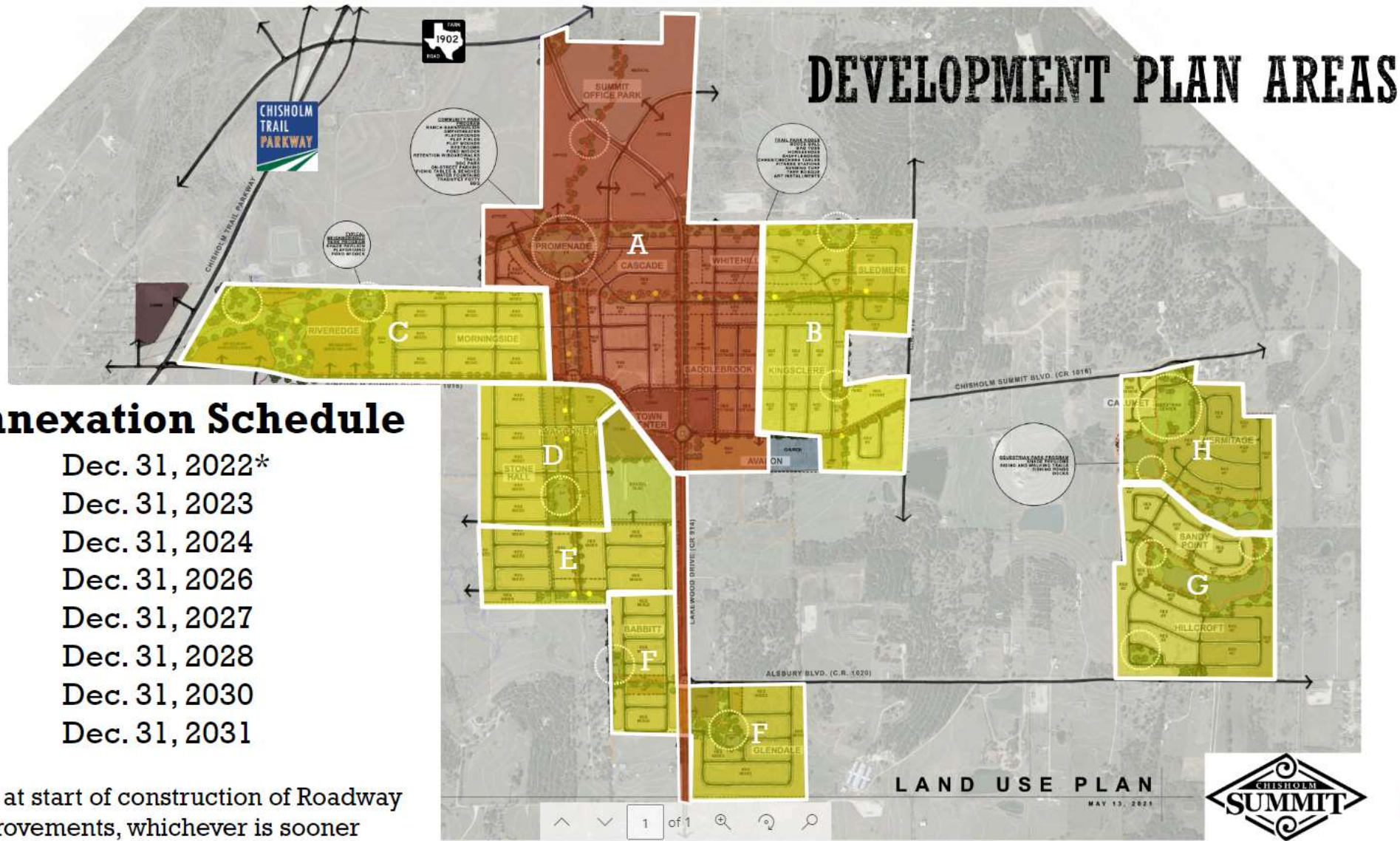
Rocky Bransom

Item for approval:

Annexation related to a previously approved development agreement (Case 23-375). To date, the City has annexed 234.304 acres.



Chisholm Summit Annexation (Phase B)



Annexation Schedule

- A – Dec. 31, 2022*
- B – Dec. 31, 2023
- C – Dec. 31, 2024
- D – Dec. 31, 2026
- E – Dec. 31, 2027
- F – Dec. 31, 2028
- G – Dec. 31, 2030
- H – Dec. 31, 2031

*OR at start of construction of Roadway Improvements, whichever is sooner

Comprehensive Plan

Neighborhoods



Zoning

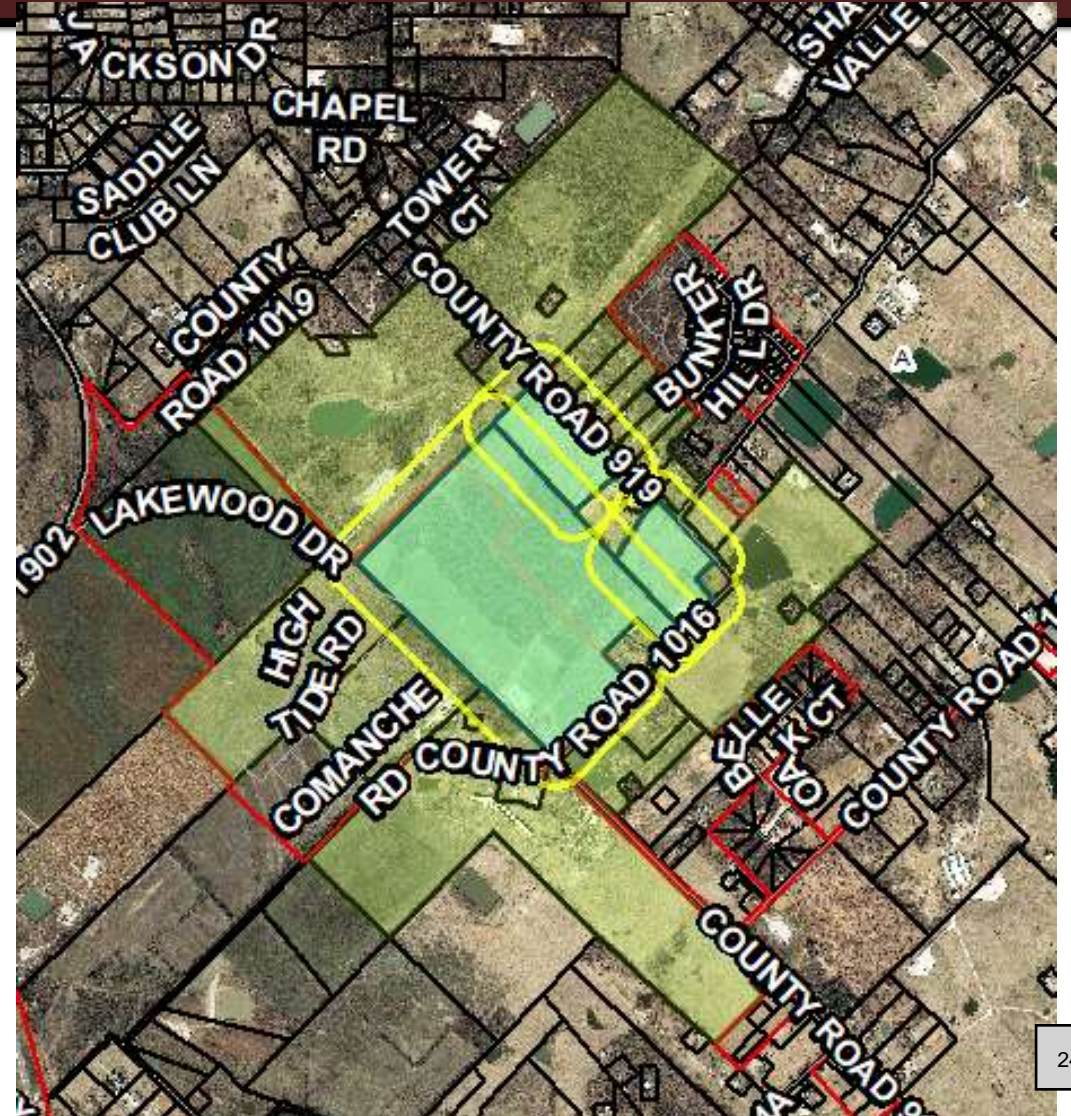
ETJ



Chisholm Summit Annexation

Public Hearing Notice

- Published in newspaper
- Posted on City Website
- Notified school districts and sent utility letters for annexation.



**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON 4A
ECONOMIC DEVELOPMENT CORPORATION,
R.A. DEVELOPMENT, LTD., BURLESON DEVELOPMENT, INC.,
B & G SOUTH METRO, LP, ROCKY BRANSOM,
ROCKY BRANSOM ET UX ANGELA, ROCKY AND ANGELA BRANSOM,
ALTA BURL, LP, JANICE YVONNE JACKSON, AND
THE JACKSON FAMILY TRUST FOR CHISHOLM SUMMIT**

This Chapter 380 and Economic Development and Performance Agreement (the "Agreement") is entered into as of the 7th day of June, 2021 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager; the Burleson 4A Economic Development Corporation ("BEDC"), by and through its Board President; R.A. Development, Ltd., a Texas limited liability partnership ("Developer"), by and through Bransom Management, LLC, its general partner; Burleson Development, Inc., by and through its president/director; B & G South Metro, LP, by and through B.G.S.M Management Company, LLC, its general partner; Rocky Bransom, Rocky Bransom et ux Angela; Rocky and Angela Bransom, Alta Burl, LP by and through Eyesight Ventures, LLC, its general partner; Janice Yvonne Jackson; Jackson Family Trust by and through its authorized trustee (collectively, including Developer, the "Current Owners"). City, BEDC, Developer, and the Current Owners sometimes hereafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, Developer desires to participate in the Program by entering into this Agreement; and

WHEREAS, the Developer, the Current Owners and/or their predecessor in title previously entered into development agreements for certain tracts on the Property under Chapter 43 and Section 212.172 of the Local Government Code; and

WHEREAS, the Parties intend that this Agreement shall supersede those agreements in all matters; and

WHEREAS, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Developer's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the BEDC has determined and found that the Reimbursements contemplated in this Agreement to be funded by the BEDC constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

WHEREAS, Developer has acquired, or has under contract, approximately 823 acres on the west side of the City, currently within the extraterritorial jurisdiction ("ETJ") of the City, depicted on **Exhibit A**, and intends to develop a master planned community on the Property to include, among other things, over 3,000 high end residential units, ten miles of interconnecting trail system, over 90 acres of dedicated parkland, commercial areas, and other amenities, to be known as Chisholm Summit; and

WHEREAS, Burleson Development Inc. owns the real property depicted on **Exhibit A-1**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Alta Burl LP owns the real property depicted on **Exhibit A-2**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Jackson Family Trust owns the real property depicted on **Exhibit A-3**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Janice Yvonne Jackson owns the real property depicted on **Exhibit A-4**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, B&G South Metro LP owns the real property depicted on **Exhibit A-5**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Rocky Bransom owns the real property depicted on **Exhibit A-6**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Rocky and Angela Bransom own the real property depicted on **Exhibit A-7**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, R.A. Development, Ltd., owns the real property depicted on **Exhibit A-8**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, the Current Owners have contractually committed to convey their tracts on the Property to Developer so that Chisholm Summit may be developed as set forth herein; and

WHEREAS, the Current Owners consent to annexation of their property located in Chisholm Summit and agree to the imposition of the Development Standards on any property they own within Chisholm Summit under the terms set forth in this Agreement; and

WHEREAS, the City desires to facilitate a master planned community with elements such as connectivity, a mixture of home types and sizes, preservation of natural areas, a sense of place and community, walkability, and uniqueness; and

WHEREAS, the development plan presented by the Developer for Chisholm Summit meets those criteria and the City Council desires to facilitate its development by providing the incentives set forth herein; and

WHEREAS, the Developer desires to annex the Property into the City in phases as Chisholm Summit is platted; and

WHEREAS, planned development zoning will occur concurrently with annexation; and

WHEREAS, while the west side of Burleson encompasses over 1,600 mostly vacant acres ("Burleson West") with tremendous potential for residential and commercial development, there is currently a lack of east/west and north/south transportation corridors, connection to Chisholm Trail Parkway is difficult, emergency response is hindered due to a poor roadway network, and sewer access is limited, thereby hindering development potential; and

WHEREAS, the City desires to provide for public infrastructure and improvements to allow Chisholm Summit to develop and to concurrently facilitate quality commercial development by providing Burleson West access to Chisholm Trail Parkway and connectivity with the rest of the City and to provide adequate sewer facilities; and

WHEREAS, Public Improvements contemplated in this Agreement will allow the BEDC to develop and market a national/regional office park located on the northern edge of Chisholm Summit (the "Hooper Tract"), a 92 acre tract depicted on **Exhibit A-9**; and

WHEREAS, Developer intends to dedicate all right-of-way for public infrastructure required for Chisholm Summit at no charge under the terms set forth in this Agreement; and

WHEREAS, Developer intends to dedicate a three acre tract for a public safety facility to provide fire and police service for the west side and other municipal purposes; and

WHEREAS, a public improvement district ("PID") is required to create and finance capital park improvements and the maintenance of parks and trails in Chisholm Summit; and

WHEREAS, Section 212.172 of the Texas Local Government Code authorizes a city to enter into an agreement with an owner of property located in the ETJ to, among other things, provide for terms of annexation, provide for infrastructure, and specify the uses and development standards after annexation.

NOW THEREFORE, in consideration of the mutual obligations of the Parties set forth in this Agreement, and other consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE 1.
RECITALS AND EXHIBITS

1.1 **Recitals.** The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

1.2 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

- Exhibit A – Chisholm Summit Real Estate Location Map
- Exhibit A-1 – Burleson Development Inc Parcel Location Map
- Exhibit A-2 – Alta Burl LP Parcel Location Map
- Exhibit A-3 – Jackson Family Trust Parcel Location Map
- Exhibit A-4 – Janice Yvonne Jackson Parcel Location Map
- Exhibit A-5 – B&G South Metro LP Parcel Location Map
- Exhibit A-6 – Rocky Bransom Parcel Location Map
- Exhibit A-7 – Rocky & Angela Bransom Parcel Location Map
- Exhibit A-8 – RA Development Ltd Parcel Location Map
- Exhibit A-9 – Hooper & Co Parcel Location Map
- Exhibit B – Preliminary Concept Plan
- Exhibit C – Development Standards
- Exhibit D – Parks and Trails Plan
- Exhibit E – Roadway Improvements
- Exhibit F – Sewer Improvements
- Exhibit G – Annexation Plan/Development Sections

ARTICLE 2.
AUTHORIZATION

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code, Chapters 501 and 504 of the Texas Local Government Code, and Section 212.172 of the Texas Local Government Code.

ARTICLE 3. DEFINITIONS

“Agreement,” “BEDC,” “Burleson West,” “City,” “Current Owners,” “Developer,” “Effective Date,” “ETJ,” “Hooper Tract,” “Parties,” “Party,” and “Program” shall have the meanings set forth in the recitals.

“Approved Plats” means all final plats for a portion of the Property approved from time to time by the City in accordance with this Agreement.

“Building Codes” means building plumbing, electrical, mechanical, and fire codes adopted by the City in effect as of the Effective Date for the eight-year period commencing on the Effective Date. Commencing on the eighth anniversary of the Effective Date, “Building Codes” means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

“Certificate of Occupancy” means the document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Chisholm Summit” means a 823 acre equestrian themed master planned community on the Property developed in substantial conformance with the Development Standards set forth on **Exhibit C** and the Governing Regulations comprised of at least 3,000 high end residential units, over ten (10) miles of interconnected trails, 102 acres of dedicated parkland, an equestrian center, and other amenities as set forth and depicted on the Preliminary Concept Plan attached hereto as **Exhibit B**, to be constructed in phases as set forth herein.

“Construction Costs” means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public Improvements and the Private Improvements, as applicable. Construction Costs does not include any acquisition costs of the Property, marketing, or applicable City fees related to the development of the Public Improvements and/or the Private Improvements, as applicable.

“Development Sections” has the meaning set forth in Section 5.1(a) of this Agreement.

“Development Standards” means those detailed development requirements set forth in **Exhibit C** for the Private Improvements.

“Equestrian Center” means the existing equestrian center located as shown on **Exhibit B**.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of the Developer’s existence as a going business, insolvency, appointment of receiver for any part of the Developer’s property and such appointment is not terminated within sixty (60) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer and such proceeding is not dismissed within sixty (60) days after the filing thereof.

“Final Concept Plan” has the meaning set forth in Section 5.3 of this Agreement.

“Final Parks and Trails Plan” has the meaning set forth in Section 9.2 of this Agreement.

“Governing Regulations” has the meaning set forth in Section 5.2 of this Agreement.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer or any property or any business owned by the Developer within the City.

“Parkland Improvements” means the open spaces, connecting trails, ponds, pocket parks, playground areas, amphitheater, and other park amenities depicted and described on The Parks and Trails Plan and dedicated to the public, **Exhibit D**.

“Preliminary Concept Plan” means the Concept Plan attached as **Exhibit C**, or as amended in the future.

“Private Improvements” means the residential units, connecting trails, Equestrian Center, amenity centers, Private Infrastructure, and commercial development in Chisholm Summit.

“Private Infrastructure” means any improvements required to be maintained on private property by the HOA including, but not limited to, open spaces, Chisholm Summit amenity centers, screening walls, or parks not dedicated to the public.

“Project” means the development of Chisholm Summit under the terms set forth in this Agreement.

A. “Property” means the 823 acres comprising Chisholm Summit, depicted on **Exhibit**

“Public Improvements” means the Roadway Improvements, Sewer Improvements, and Parkland Improvements.

“Reimbursement” means the funds paid to Developer for Construction Costs for the Roadway Improvements by the BEDC and Sewer Improvements by the City.

“Roadway Improvements” means Lakewood Blvd., FM 1902 to a transition point approximately 1,500 feet south of CR 1020, and sidewalks, median and landscape improvements as depicted on **Exhibit E**, to be funded by the BEDC.

“Sewer Improvements” means the sewer lines and lift stations set forth on **Exhibit F** to be funded by the BEDC.

“Subdivision Regulations” means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the date a preliminary plat application is filed with the City, including any dormancy regulations effective on the date a preliminary plat application is filed with the City. Should a preliminary plat “expire” in accordance with the applicable dormancy regulations, a new application must be filed and the Subdivision Regulations for purposes of the new application shall be the Subdivision and Development Ordinance and Design Standards manual, or other regulations adopted in their place, as of the date the new application is filed with the City, including any dormancy regulations effective as of the date the new application is filed with the City.

“Substantially Complete” with regard to the Public Improvements means the date upon which the City issues a Letter of Substantial Acceptance to the Developer for any element or portion of the Public Improvements which will allow issuance of building permits; and with regard to the Private Improvements, the date upon which the City issues a Certificate of Occupancy for a Private Improvement.

“Zoning Ordinance” means Ordinance No. B-582 on the Effective Date of the Ordinance as it may be amended.

ARTICLE 4. **TERM**

The Term of this Agreement shall commence on the Effective Date and terminate twenty-five (25) years thereafter, unless terminated sooner as provided in Article 12.

ARTICLE 5. **DEVELOPMENT OF THE PROPERTY**

5.1 **Private Improvements.**

(a) Construction of the Private Improvements shall be in full conformance with the Governing Regulations as defined in Section 5.2 below and will be completed in Development Sections A through H by the Developer as depicted on **Exhibit G.** Construction of Development Section A Private Improvement shall commence no later than January 1, 2022 and be Substantially Complete no later than December 31, 2022. Substantial Completion of all Development Sections of Chisholm Summit shall be no later than the term of the agreement.

5.2 **Development.** Development of the Property shall be governed by the following regulations (collectively, the “Governing Regulations”):

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development sections for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

5.3 **Preliminary Concept Plan.**

(a) The Preliminary Concept Plan is attached to this Agreement as **Exhibit B.**

(b) Developer may revise the Preliminary Concept Plan, from time to time, subject to the following conditions:

- (i) the revised Preliminary Concept Plan is approved in writing by Developer; and
- (ii) the revised Preliminary Concept Plan is approved by the City Council; and

(iii) the revised Preliminary Concept Plan is in compliance with subsection (c) of this Section 5.3 of this Agreement.

(c) The Preliminary Concept Plan must at all times:

(i) Include no less than 90 acres of parkland;

(ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and

(iii) Maintain the roadway alignments.

(d) If the Preliminary Concept Plan is revised as provided by this section, the revisions shall be considered an amendment to this Agreement. Developer must revise the Preliminary Concept Plan and submit same to the City for approval. Upon approval of the amendment, the City shall cause the revised Preliminary Concept Plan to be attached to the official version of this Agreement on file in the City Secretary's office and shall file the revised Preliminary Concept Plan in the Johnson County Real Property Records.

5.4 **Development Standards Revisions.** The Development Standards may be revised by two methods:

(i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:

(1) is not contrary to the public interest;

(2) does not cause injury to adjacent property;

(3) does not materially adversely affect the quality of development; and

(4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or

(ii) Developer and the City may amend this Agreement to revise the Development Standards.

5.5 **State and Federal Requirements.** Development of the Property shall be subject to ordinances that the City is required to adopt, from time to time, by state or federal law.

5.6 **Homeowner's Association Required.**

(a) Developer shall create a single Homeowner's Association for the Property that requires membership by all of the owners of a lot within the Property, and is adequately funded to carry out its responsibilities.

(b) The Homeowner's Association shall own and be responsible for the maintenance of the Private Infrastructure.

(c) The Homeowner's Association shall have covenants and bylaws, which must be submitted to the City for its records. The Homeowner's Association shall require the payment of dues and assessments to maintain the Private Infrastructure. The Homeowner's Association covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the Homeowner's Association must be recorded with the County Clerk for Johnson County, Texas.

ARTICLE 6. **FULL PURPOSE ANNEXATION**

The Parties agree that the Property shall have been annexed into the City prior to the construction of the Private Improvements for each phase. This Agreement constitutes a request by the Developer and the Current Owners, as owners of the Property, for annexation into the City of Burleson and serves as the written agreement for municipal services required by Section 43.0672 of the Texas Local Government Code. The request for annexation may not be revoked so long as the City remains compliant with the terms of this Agreement, and the right of the City to annex shall not be abrogated by amendment to any law affecting or establishing the right of a city to annex. The Parties agree that the Property shall be annexed in Development Sections A through H as depicted on **Exhibit G** concurrent with or prior to zoning each phase, with Development Section A annexed no later than December 31, 2022 or the commencement of the Lakewood portion of the Roadway Improvements, whichever is sooner. The Development Sections shall be annexed no later than the dates listed for each section in the Annexation Schedule in **Exhibit G**.

ARTICLE 7. **ROADWAY IMPROVEMENTS**

7.1 **In General.** The City, the BEDC, and the Developer will work together to construct and fund the Roadway Improvements. The Developer will design and construct the Roadway Improvements subject to oversight and plan approval by the City. Subject to Article 13, the BEDC shall issue debt to fund the construction. The Developer will dedicate all right-of-way for the Roadway Improvements within its authority to do so and based on the final alignment and construct them according to the Governing Regulations.

7.2 **Design of Roadway Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Roadway Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Roadway Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.

(b) **Council Approval.** The City Council must approve the final design, construction schedule, and construction costs for the Roadway Improvements.

(c) **Reimbursement for Design Costs.** The BEDC shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 7.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Roadway Improvements in accordance with Section 7.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Roadway Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Roadway Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design on Roadway Improvements (which shall include the conceptual design referenced in Section 7.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design on Roadway Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design on Roadway Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Design on Roadway Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

7.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City.

(b) **City Dedication.** The City will donate right-of-way for roadway located in the Hooper tract, and acquire right-of-way for areas outside of the Property.

(c) **Roadway Improvements Conveyance.** All Roadway Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

7.4 **Fees.** Roadway impact fees shall be assessed according to the Burleson Roadway Impact Fee Ordinance. All other fees associated with the construction of the Roadway Improvements shall be waived.

7.5 **Community Facility Contract (CFC).** The Developer shall enter into a community facility contract with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance.

7.6 **Roadway Improvement Construction Schedule.**

The construction of the Roadway Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Roadway Improvements, such phases being as follows: (i) Phase One – FM 1902 to Existing CR 1016, (ii) Phase Two – Two-Lane Section CR 1016 to CR 1020, and (iii) Phase Three – Two-Lane Section CR 1016 to CR 1020, and (iv) Phase Four - Median Improvements and Sidewalks.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Roadway Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Roadway Improvements, other than landscaping, by December 31, 2023. Developer shall complete the landscaping portion of the Roadway Improvements by March 31, 2024.

7.7 Reimbursement for Construction Costs of Roadway Improvements.

(a) **Opinion of Cost.** The final design for the Roadway Improvements shall include an opinion of probable Construction Costs for the Roadway Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Roadway Improvements. If the City Council has not approved any cost before it is incurred, obligated or spent, the BEDC is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Roadway.** The BEDC shall reimburse the Developer for approved Construction Costs based on the Developer's bi-monthly request, with payment to be made by the City in the amount of the cost of the request within twenty (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Roadway Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the roadway as specified in Section 7.6(a) of this Agreement.

ARTICLE 8.
SEWER IMPROVEMENTS

8.1 **In General.** The City and the Developer will work together to construct and fund the Sewer Improvements. The Developer will be solely responsible for onsite and offsite waterline extensions and improvements. The Developer will design and construct the Sewer Improvements to include a lift station(s) and force main(s), subject to oversight and plan approval by the City, provided that the City will design a portion of sewer from Panchasarp Farms to CR 914A as set forth in **Exhibit F.** The Developer will dedicate all right-of-way for the Sewer Improvements and construct them according to the Governing Regulations.

8.2 **Design of Sewer Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Sewer Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Sewer Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C.**

(b) **Council Approval.** The City Council must approve the final design and construction costs for the Sewer Improvements.

(c) **Reimbursement for Design Costs.** The City shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 8.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Sewer Improvements in accordance with Section 8.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Sewer Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Sewer Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design of Sewer Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design of Sewer Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Sewer Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

(g) **Design of Phase One.** City has a detailed design of the Sewer Improvements for Phase One (Panchasarp Farms to County Road 914A) of the Sewer Improvements, as depicted on **Exhibit F**. Such detailed designs were designed by a professional engineer retained by the City. City shall allow Developer, and Developer shall use, the detailed design of the Sewer Improvements for Phase One to design the remainder of the Sewer Improvements.

8.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City. The City will acquire offsite easements.

(b) **Sewer Improvements Conveyance.** All Sewer Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

8.4 **Fees.** Sewer impact fees shall be assessed upon the Developer according to the Burleson Sewer Impact Fee Ordinance, and the Developer shall pay the pass through Fort Worth impact fees pursuant to the Agreement for Wastewater Service between the City of Fort Worth, Texas, and the City of Burleson, Texas, dated May 8, 2018, or as may be amended. All other fees associated with the construction of the Sewer Improvements shall be waived.

8.5 **Community Facility Contract (CFC).** The Developer shall enter into a CFC with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance for each phase of the sewer construction.

8.6 **Sewer Improvement Construction Schedule.** The construction of the Sewer Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Sewer Improvements, such phases being as follows:

- (i) Phase One – Panchasarp Farms to County Road 914A,
- (ii) Phase Two – County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and
- (iii) Phase Three – County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Sewer Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Sewer Improvements by December 31, 2023.

8.7 **Reimbursement for Construction Costs of Sewer Improvement.**

(a) **Opinion of Cost.** The final design for the Sewer Improvements shall include an opinion of probable Construction Costs for the Sewer Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Sewer Improvements if the City Council has not approved any cost before it is incurred, obligated or spent, the City is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Sewer Improvements.** The City shall reimburse the Developer for approved costs based on the Developer's bi-monthly request, with payment to be made in the amount of the cost of the request within twenty business (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Sewer Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the sewer as specified in Section 8.6(a) of this Agreement.

(d) **Competitive Bidding.** All contracts for construction of the Sewer Improvements shall be competitively bid according to state law.

8.8 **Future Lift Station.** The future lift station, depicted on **Exhibit F**, will not be constructed concurrently with the other Sewer Improvements, and will serve the entire basin, including only a portion of Chisholm Summit. Provided the future lift station is constructed prior to December 31, 2025 and provided funds are available, the City agrees to participate in the cost of the future lift station by contributing up to fifty percent (50%) of the total cost, based on a calculation of how much of the lift station's capacity is needed to serve Chisholm Summit. The City will pay for the pro rata cost allocated to areas outside of Chisholm Summit capped at fifty percent (50%) of the total cost of the future lift station. By way of example, if the cost of the future lift station is one million dollars and 40% of the capacity is attributable to Chisholm Summit, the City would pay \$500,000. If 70% of the capacity is attributable to Chisholm Summit, the City will pay \$300,000.

ARTICLE 9. **PARKLAND IMPROVEMENTS**

9.1 **Dedication.** The Developer proposes to dedicate 102 acres of parkland according to the Preliminary Park and Trails Plan attached as **Exhibit D** to this Agreement. In no instance shall the parkland dedication be less than 90 acres. All parkland dedication shall be made at the time of final platting of each phase and shall be conveyed to the City free and clear of all liens, encumbrances, assessments, and restrictions other than as provided in this Agreement. All public parkland needs to be so indicated on the plat. Any areas that will be private common space need to be delineated clearly on the plat.

9.2 **Park and Trail Plan.** The Preliminary Park and Trails Plan is a conceptual rendering of locations of a community park, and equestrian center, trails, and thirteen (13) neighborhood parks. These locations are conceptual, but in no case shall fewer park locations, area dedicated, or miles of trails be provided. A detailed Final Parks and Trails Plan shall be included with each Approved Plat for each phase, subject to approval by the City Council. The Final Parks and Trails Plan shall be in full conformance with the Development Standards attached as **Exhibit C** and shall be subject to approval by the City Council. Although the Final Parks and Trails Plan is submitted in conjunction with the plat, approval by the City Council is not ministerial, and when approved shall be considered an amendment to this Agreement.

9.3 **Construction of Parkland Improvements.** The Developer shall construct the Parkland Improvements in full compliance with the Final Parks and Trails Plan. The Developer shall complete construction of the Parkland Improvements by final acceptance of the Roadway Improvements, and Sewer Improvements of each phase. Parkland Infrastructure fees shall be waived for parks constructed by the Developer.

9.3 **Maintenance of Parks and Trails.** The Public Improvement District created pursuant to Section 10 below will fund park maintenance.

ARTICLE 10. **PUBLIC IMPROVEMENT DISTRICT**

10.1 **Creation.** Within 180 days after the Effective Date, the City and the Developer shall cooperate to establish a Public Improvement District (PID) pursuant to Chapter 272 of the Texas Local Government Code.

10.2 **Purpose.** The primary purpose of the PID will be to reimburse Developer for capital expenditures to construct parks and trails and to provide maintenance for Chisholm Summit parks and trails dedicated to the public.

ARTICLE 11. **DEDICATION FOR PUBLIC SAFETY**

Developer agrees to dedicate at least three (3) acres on the Property to the City for a public safety facility to be constructed by the City, and for other municipal purposes. The Parties will mutually agree on the location of the dedicated land which shall be conveyed no later than thirty-six (36) months after the Effective Date of this Agreement.

ARTICLE 12. **DEFAULT AND REMEDIES**

12.1 In the event: (i) the Developer or the Current Owners fail to comply with the terms of this Agreement; (ii) the Developer or the Current Owners have delinquent ad valorem or sales taxes owed to the City (provided that the Developer or the Current Owners retain the right to timely and properly protest and/or contest any such taxes); (iii) upon the

occurrence of any Event of Bankruptcy or Insolvency by the Developer or the Current Owners prior to substantially completion of the Public Improvements; or (iv) the Developer the Current Owners materially breach any of the material terms and conditions of this Agreement, then the Developer the Current Owners, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give the Developer or the Current Owners (and its assignees) written notice of such breach and/or default, and if the Developer or the Current Owners have not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to the Developer the Current Owners, and the City shall have no further obligation to the Developer the Current Owners.

12.2 If a default shall occur and continue, after thirty (30) days written notice to cure the default, the Party not in default shall have the right to exercise any and all rights available to such Party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting Party may be entitled.

12.3 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

ARTICLE 13. **DEBT ISSUANCE**

The BEDC commits to issue debt to fund the Roadway Improvements and the City may deem it appropriate to fund the Sewer Improvements with debt issuance. Their obligation to fund the Reimbursement is contingent upon required state approval of the issuance. In the event debt is not approved, the Developer or the City may terminate this Agreement.

ARTICLE 14. **REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the

application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 15.
AUTHORITY; COMPLIANCE WITH LAW

15.01 Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

15.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

15.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Article.

15.04 Developer shall remain current on all ad valorem taxes owed by him to the City and other taxing jurisdictions subject to his right to protest under the Tax Code.

ARTICLE 16.
RIGHT OF OFFSET

Developer agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Developer may respond or act, City may offset the amount of any compensation due to Developer for any calendar year under this Agreement against unpaid Impositions any amount which is: (i) lawfully due to City from

Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction by Developer.

ARTICLE 17.
VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 18.
FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 19.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

16.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

16.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 20.
ASSIGNMENT

Developer may not assign any part of this Agreement without consent or approval by the City Council, except to End Users, which are defined as purchasers of the individual platted lots.

ARTICLE 21.
INDEMNIFICATION

DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF Developer OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

ARTICLE 22.
NO JOINT VENTURE

It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Developer's construction of Chisholm Summit.

ARTICLE 23.
RECORDATION AND APPLICABILITY TO PROPERTY

Pursuant to the requirements of Section 212.172(c) of the Local Government Code, the Current Owners shall record this Agreement, and all amendments to this Agreement, in the real property records of Johnson County, Texas, and shall provide a file-marked copy of the recorded Agreement to the City within ten (10) days after its execution. This Agreement shall be binding upon the City, the BEDC, the Current Owners, any lender that has become an assignee, and any other assignee, and their respective successors and assigns. The Parties agree that this Agreement benefits and burdens the Property and touches and concerns the Property. The rights and obligations under this Agreement are intended to be covenants running with the Property. Notwithstanding the foregoing, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any End User except for land use and development regulations including building material requirements that apply to the lot in question.

ARTICLE 24.
CHANGES IN STATE OR FEDERAL LAWS

If any state or federal law changes so as to make it impossible for a Party to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

ARTICLE 25.
ADDITIONAL DOCUMENTS AND ACTS

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement. The City Council authorizes the City Manager or his designee to execute these documents.

ARTICLE 26.
INTERPRETATION

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this 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 this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

ARTICLE 27.
AUTHORITY TO EXECUTE

The City and the BEDC warrant that this Agreement has been approved by the City Council and the BEDC in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Current Owners warrant that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement or other applicable organizational documents of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee or lender who becomes a Party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee or lender and that the individual executing this Agreement on behalf of such assignee or lender has been authorized to do so.

ARTICLE 28.
TAKINGS IMPACT ASSESSMENT

Current Owners expressly and unconditionally waives and releases the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, as it may apply to this Agreement or the Project.

ARTICLE 29.
DETERMINATION OF ROUGH PROPORTIONALITY

As additional consideration for the Reimbursement received by Developer under this Agreement, Developer hereby agrees to donate the land necessary to construct the Public Improvements to the City and Developer further agrees that such land is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Private Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

ARTICLE 30.
PRIOR DEVELOPMENT AGREEMENTS

The following listed development agreements entered into under Chapter 43 and Section 212.172 of the Texas Local Government Code are hereby terminated and of no further effect and the Parties agree that the Property may be annexed in its entirety:

- (a) Development Agreement between the City of Burleson, Alta Burle, LP, and Burleson Development, Inc. dated August 6, 2018, approved by the City Council of the City of Burleson by Resolution No. CSO#869-08-2018;
- (b) Development Agreement between the City of Burleson and the Jackson Family Trust dated October 29, 2014, recorded under Instrument Number 2014-24200, Johnson County Real Property Records, Johnson County, Texas;
- (c) Development Agreement between the City of Burleson and Burleson Development, Inc. dated May 31, 2016, recorded under Instrument Number 2016-18200, Johnson County Real Property Records, Johnson County, Texas;
- (d) Development Agreement between the City of Burleson and Rocky Bransom et ux Angela, dated October 29, 2014, recorded under Instrument Number 2014-24241, Johnson County Real Property Records, Johnson County, Texas; and

(e) Development Agreement between the City of Burleson and Jerry Donahew, dated October 29, 2014, recorded under Instrument Number 2014-24176, Johnson County Real Property Records, Johnson County, Texas.

Further, the Parties agree if any portion of the Property is subject to a development agreement with the City not listed above, such development agreement is hereby terminated and of no further effect, but only to the extent such development agreement includes real property included in the Property. In the event a development agreement also includes real property that is not included in the Property, the development agreement shall continue in full force and effect over the real property not included in the Property, but shall be terminated as to the real property included in the Property.

ARTICLE 31. MISCELLANEOUS MATTERS

31.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

31.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.

31.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

31.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

31.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

31.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

31.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt

requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer: R.A. Development, Ltd.
236 E. Ellison St.
Burleson, TX 76028

City: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

BEDC: Burleson EDC President
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

CURRENT OWNERS:

Burleson Development, Inc.
236 E. Ellison St.
Burleson, TX 76028

B & G South Metro, LP
236 E. Ellison St.
Burleson, TX 76028

Rocky Bransom
236 E. Ellison St.
Burleson, TX 76028

Rocky Bransom et ux Angela

236 E. Ellison St.
Burleson, TX 76028

Rocky and Angela Bransom
236 E. Ellison St.
Burleson, TX 76028

Alta Burl, LP
3000 Altamesa Blvd, Ste. 300
Fort Worth, TX 76133

Janice Yvonne Jackson
1517 CR 914
Burleson, TX 76028

The Jackson Family Trust
1517 CR 914
Burleson, TX 76028

31.09 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

31.10 **Severability.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: 
Bryan Langley, City Manager

Date: 6/9/21

STATE OF TEXAS
COUNTY OF JOHNSON


This instrument was acknowledged before me on June 9, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]


Notary Public, State of Texas



BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: 


Name: Dan McClendon
Title: Board President

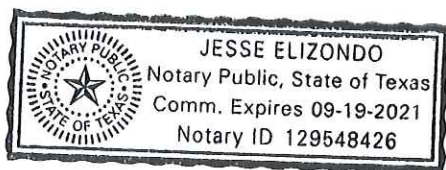
Date: June 9, 2021

STATE OF TEXAS
COUNTY OF Johnson/Tarrant

This instrument was acknowledged before me on 6/9, 2021 by Dan McClendon, known personally by me to be the Board President of THE Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

 JESSE ELIZONDO
Notary Public, State of Texas



R.A. Development, Ltd.
a Texas limited partnership

By: Bransom Management, LLC
Its general partner


By: 
Rocky Bransom, its Member

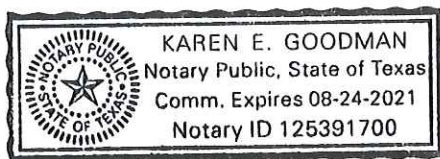
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of Bransom Management, LLC the general partner of R.A. Development, Ltd, on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas



BURLESON DEVELOPMENT, INC.
a Texas corporation

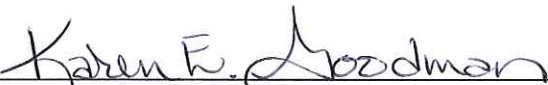
By: 
Rocky Bransom
its President and Director

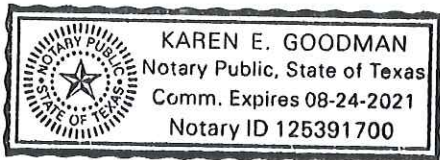
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be the president and director of Burleson Development, Inc., on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas



**B & G South Metro, LP
a Texas limited partnership**

By: B.G.S.M. Management Company, LLC
Its general partner

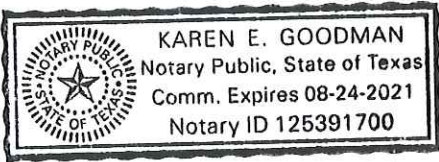
By: 
Rocky Bransom, its Member

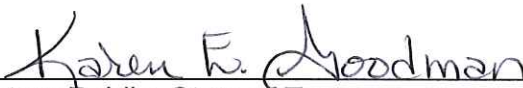
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of B.G.S.M. Management Company, LLC the general partner of B & G South Metro, LP, on behalf of said entity.

[Notary Seal]




Notary Public, State of Texas

ROCKY BRANSOM

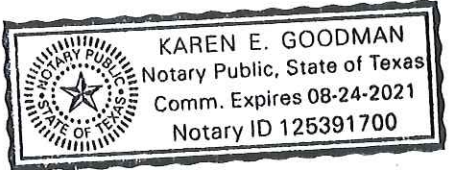
By: 
Rocky Bransom

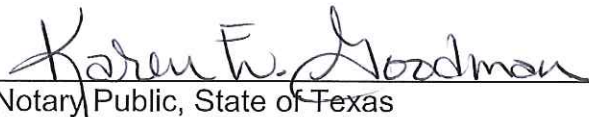
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

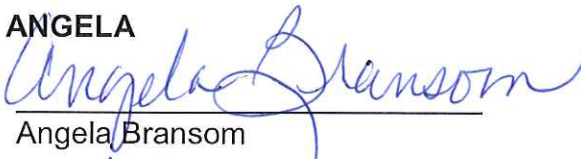
This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

et ux **ANGELA**

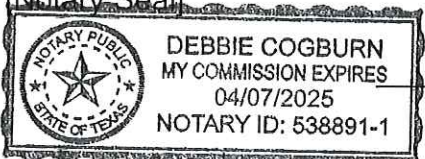
By: 
Angela Bransom

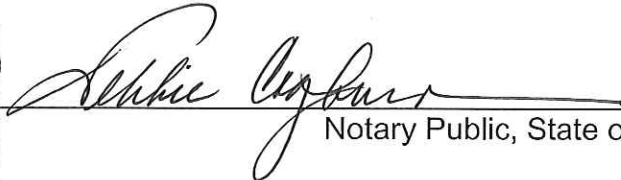
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

ROCKY and ANGELA BRANSOM

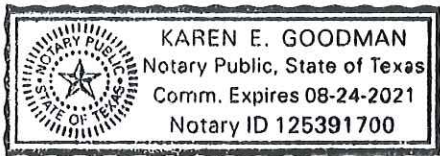
By: 
Rocky Bransom


Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

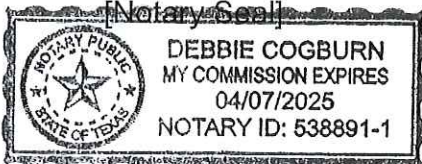
By: 
Angela Bransom


Date: 6-9-21

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

Alta Burl, LP
a Texas limited partnership

By: Eyesight Ventures, LLC
Its general partner

By: *David C. Shanks*
David C. Shanks, its Manager

Date: 6/10/2021

STATE OF ~~TEXAS~~ ALASKA
COUNTY OF 3rd Judicial district

This instrument was acknowledged before me on June 10, 2021 by David C. Shanks, known personally by me to be the manager of Eyesight Ventures, LLC the general partner of Alta Burl, LP, on behalf of said entity.



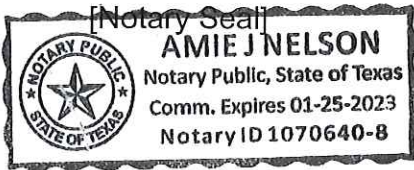
Sharon Long
Notary Public, State of ~~Texas~~ ALASKA

JANICE YVONNE JACKSON

By: *Janice Yvonne Jackson*
Janice Yvonne Jackson
Date: 6-10-2021

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me.



Amie J Nelson
Notary Public, State of Texas

JACKSON FAMILY TRUST

By: *Janice Yvonne Jackson* ^{TTE}
Janice Yvonne Jackson, a Trustee
Date: 6-10-2021

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me to be a trustee of the Jackson Family Trust.

[Notary Seal]

Amie J Nelson
Notary Public, State of Texas

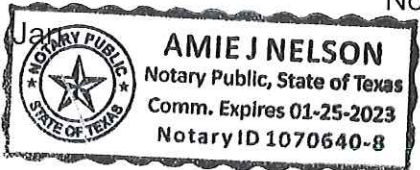


Exhibit A
Chisholm Summit Real Estate Location Map

EXHIBIT A CHISHOLM SUMMIT LOCATION MAP

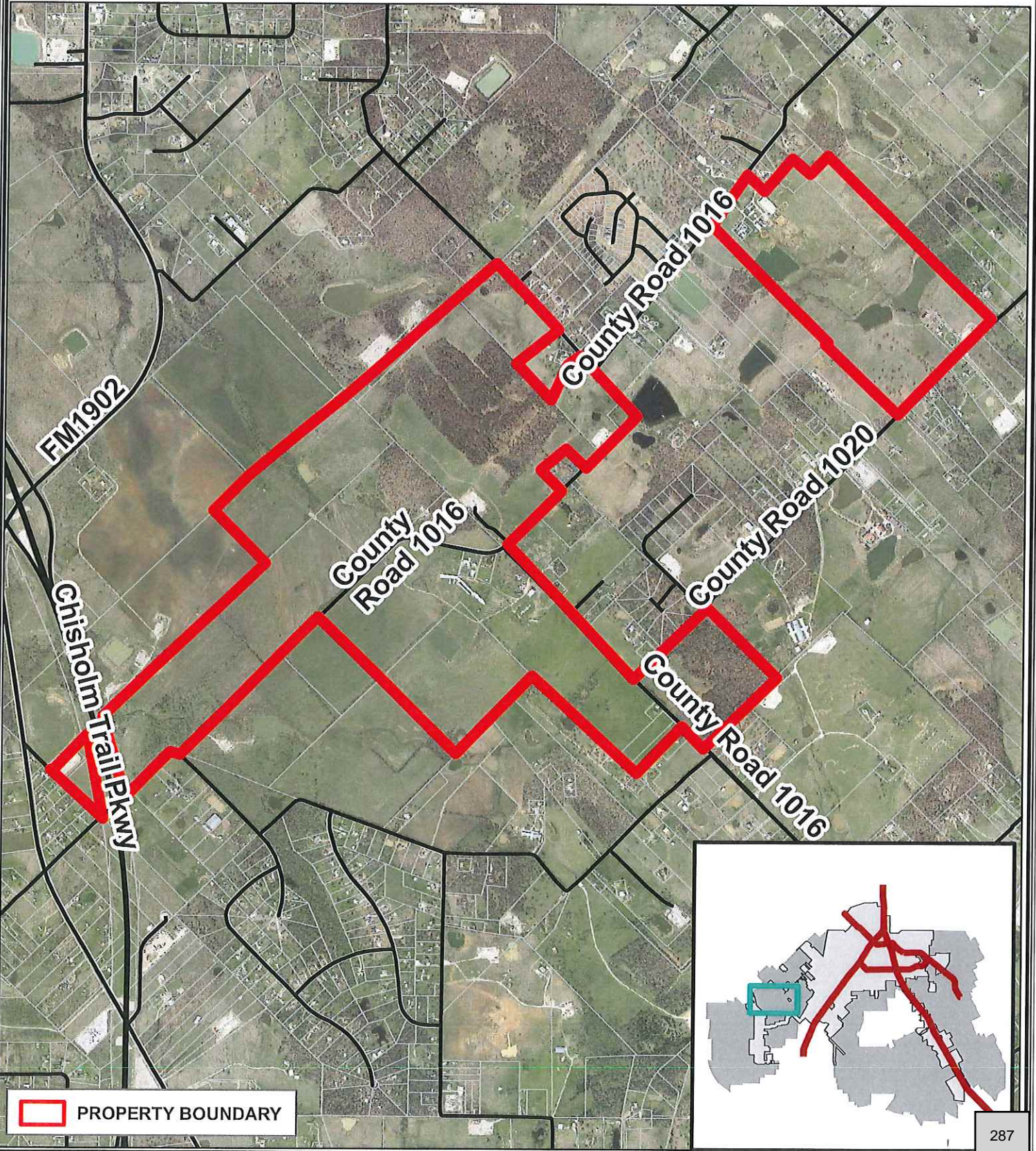


Exhibit A-1

Burleson Development Inc Parcel Location Map

EXHIBIT A - 1 BURLESON DEVELOPMENT INC. PARCEL LOCATION MAP

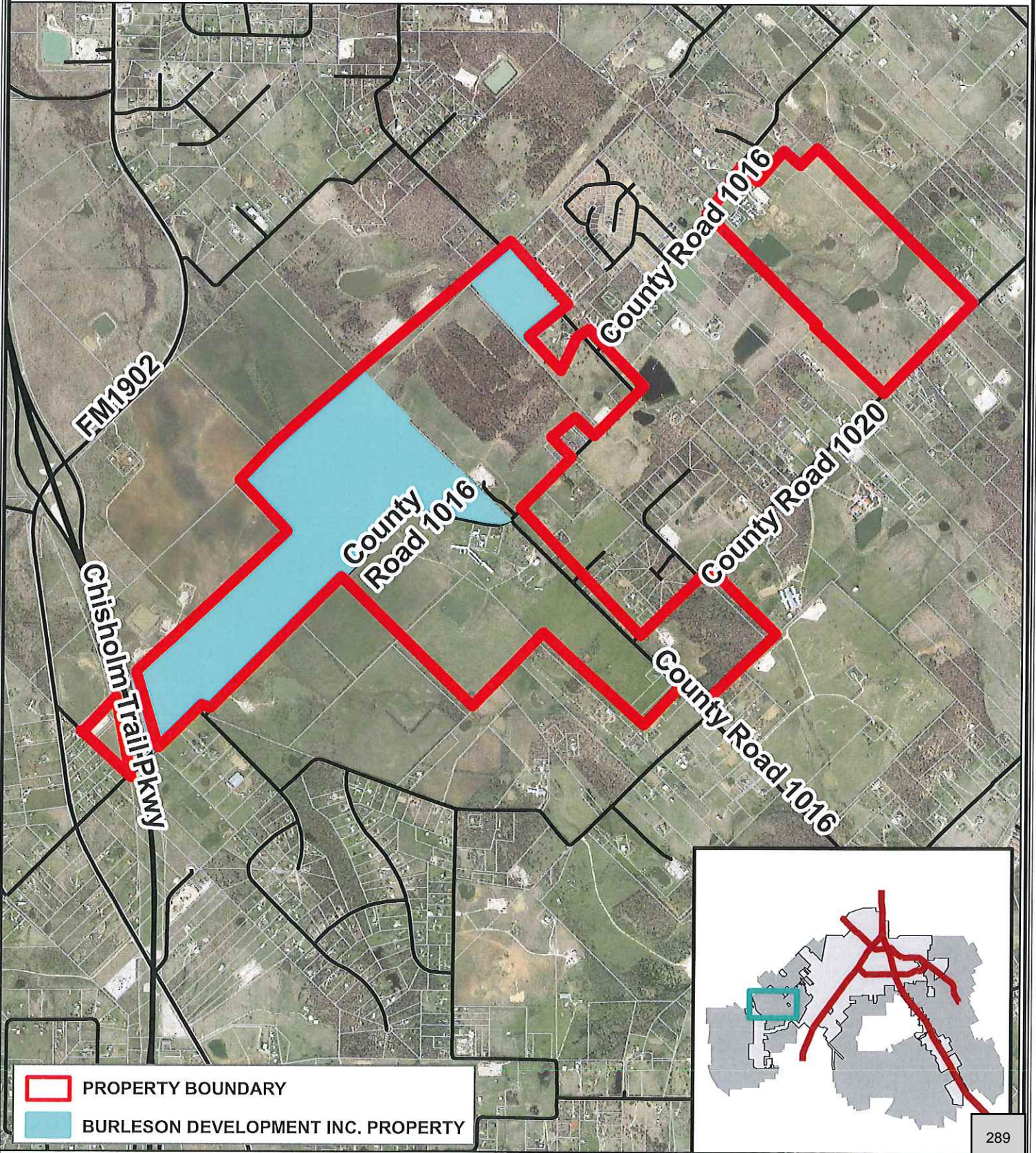
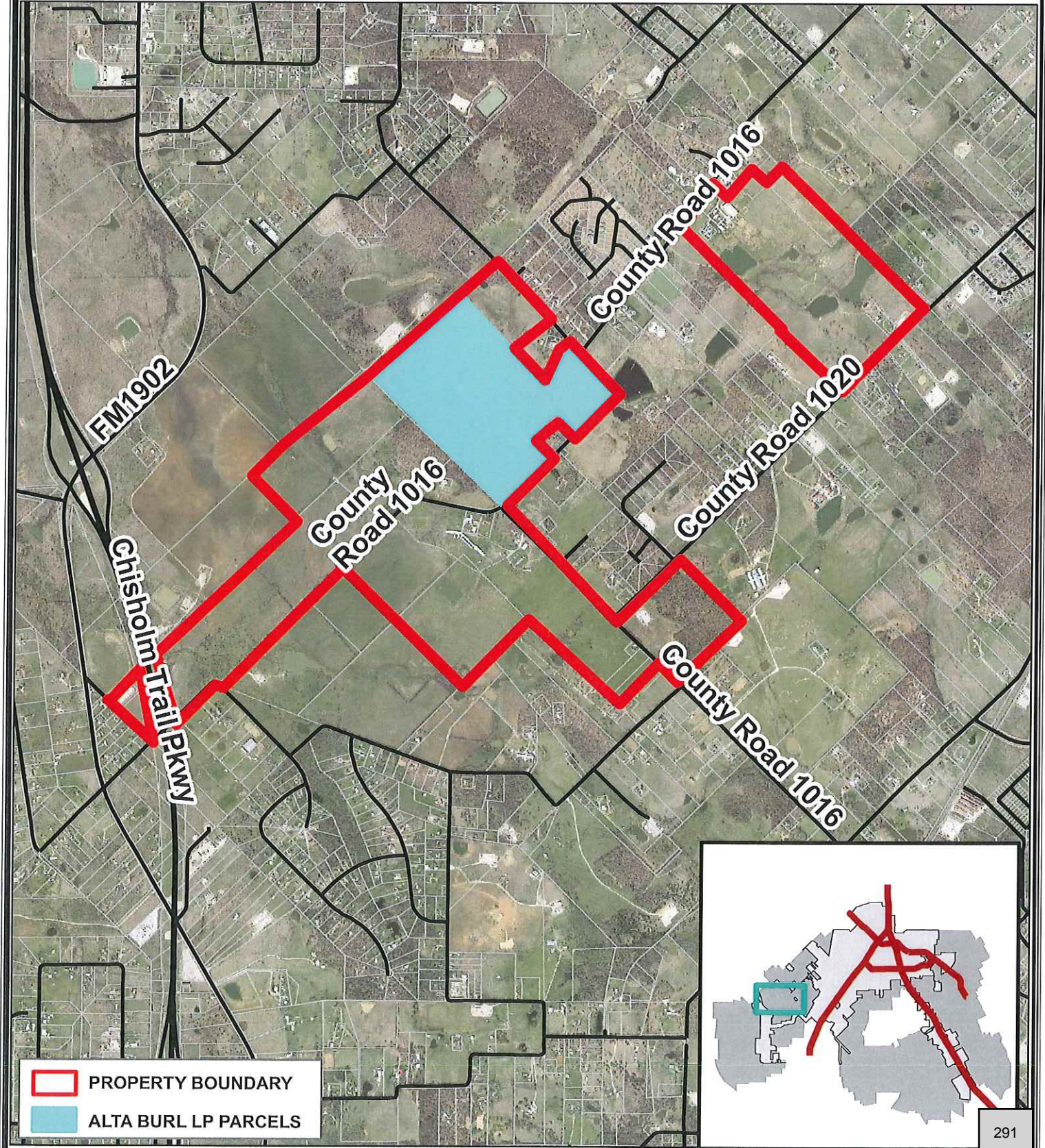


Exhibit A-2
Alta Burl LP Parcel Location Map

EXHIBIT A - 2 ALTA BURL LP PARCELS LOCATION MAP





 PROPERTY BOUNDARY
 ALTA BURL LP PARCELS

Exhibit A-3

Jackson Family Trust Parcel Location Map

EXHIBIT A - 3 JACKSON FAMILY TRUST PARCELS LOCATION MAP

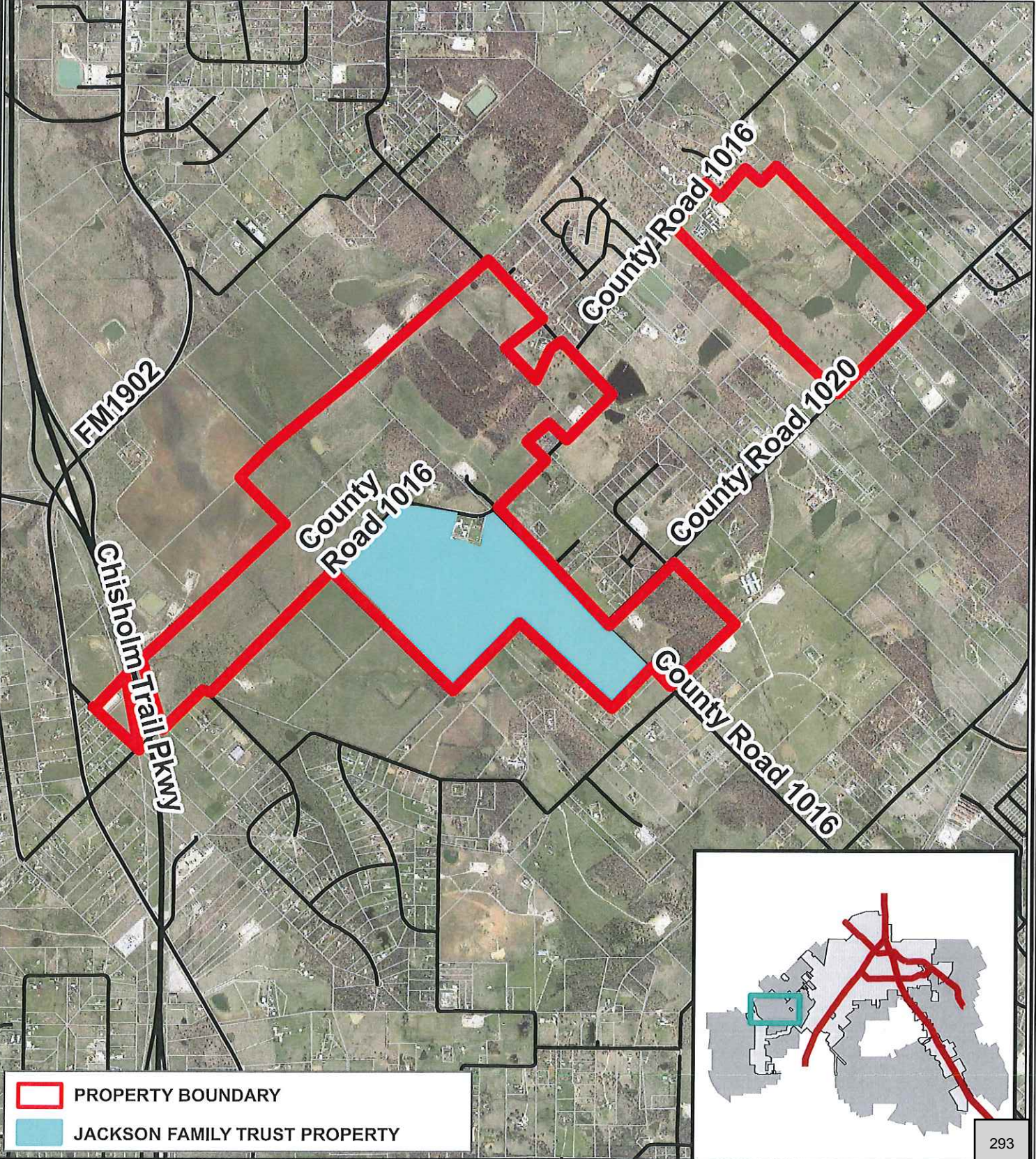


Exhibit A-4

Janice Yvonne Jackson Parcel Location Map

EXHIBIT A - 4 JANICE YVONNE JACKSON PARCELS LOCATION MAP

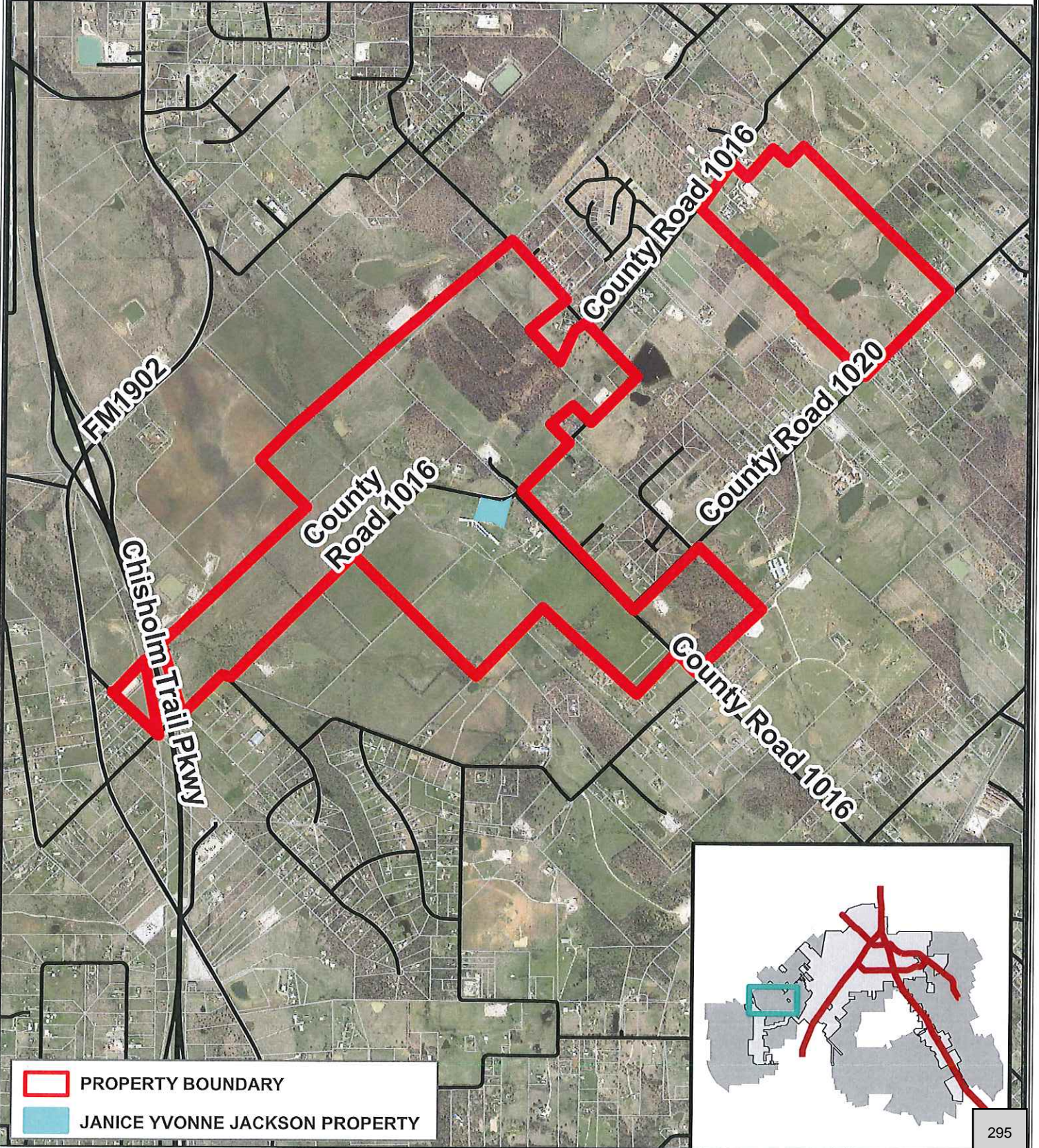


Exhibit A-5

B&G South Metro LP Parcel Location Map

EXHIBIT A - 5 B&G SOUTH METRO LP LOCATION MAP

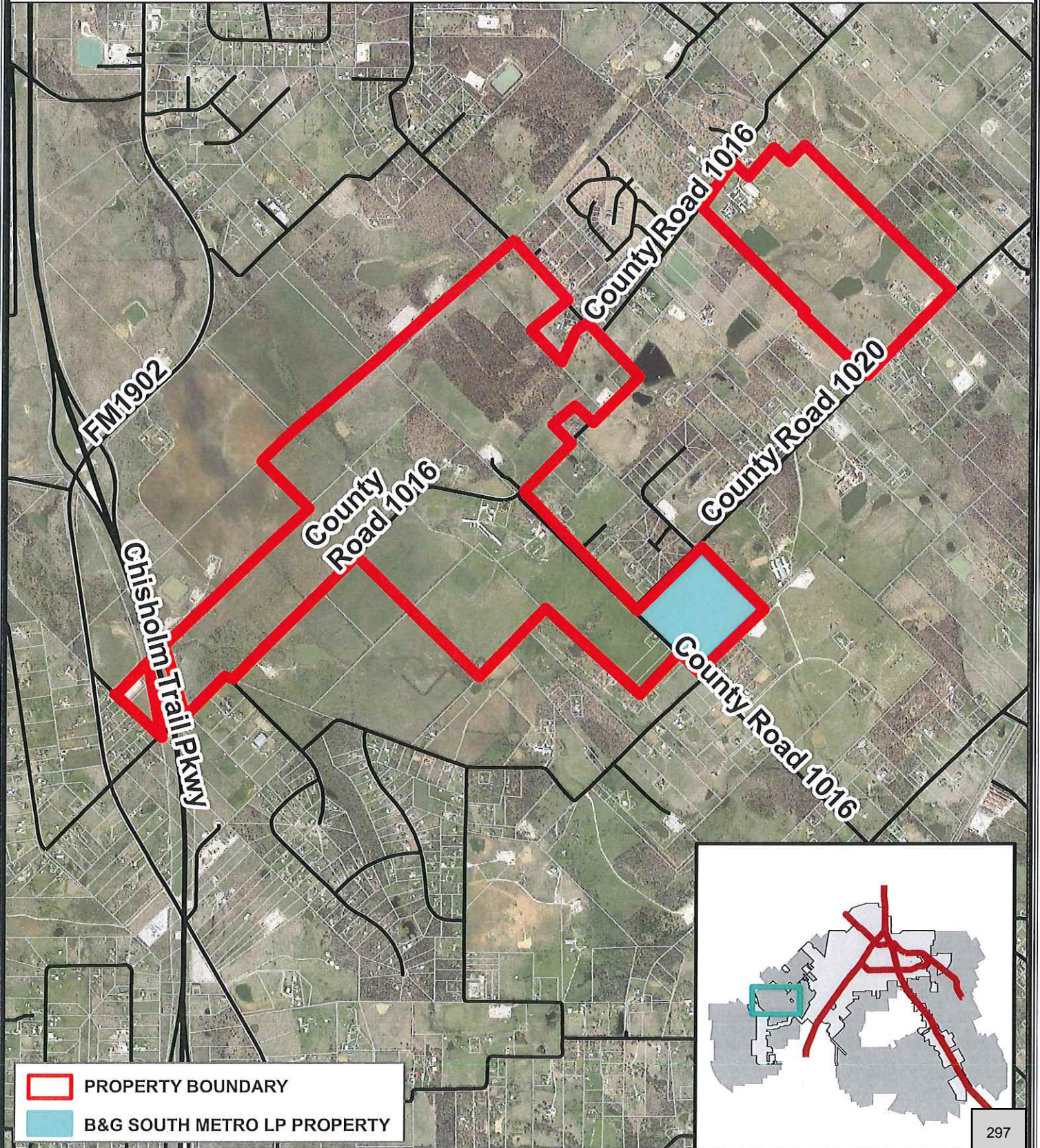


Exhibit A-6
Rocky Bransom Parcel Location Map

EXHIBIT A - 6 ROCKY BRANSOM PARCELS LOCATION MAP

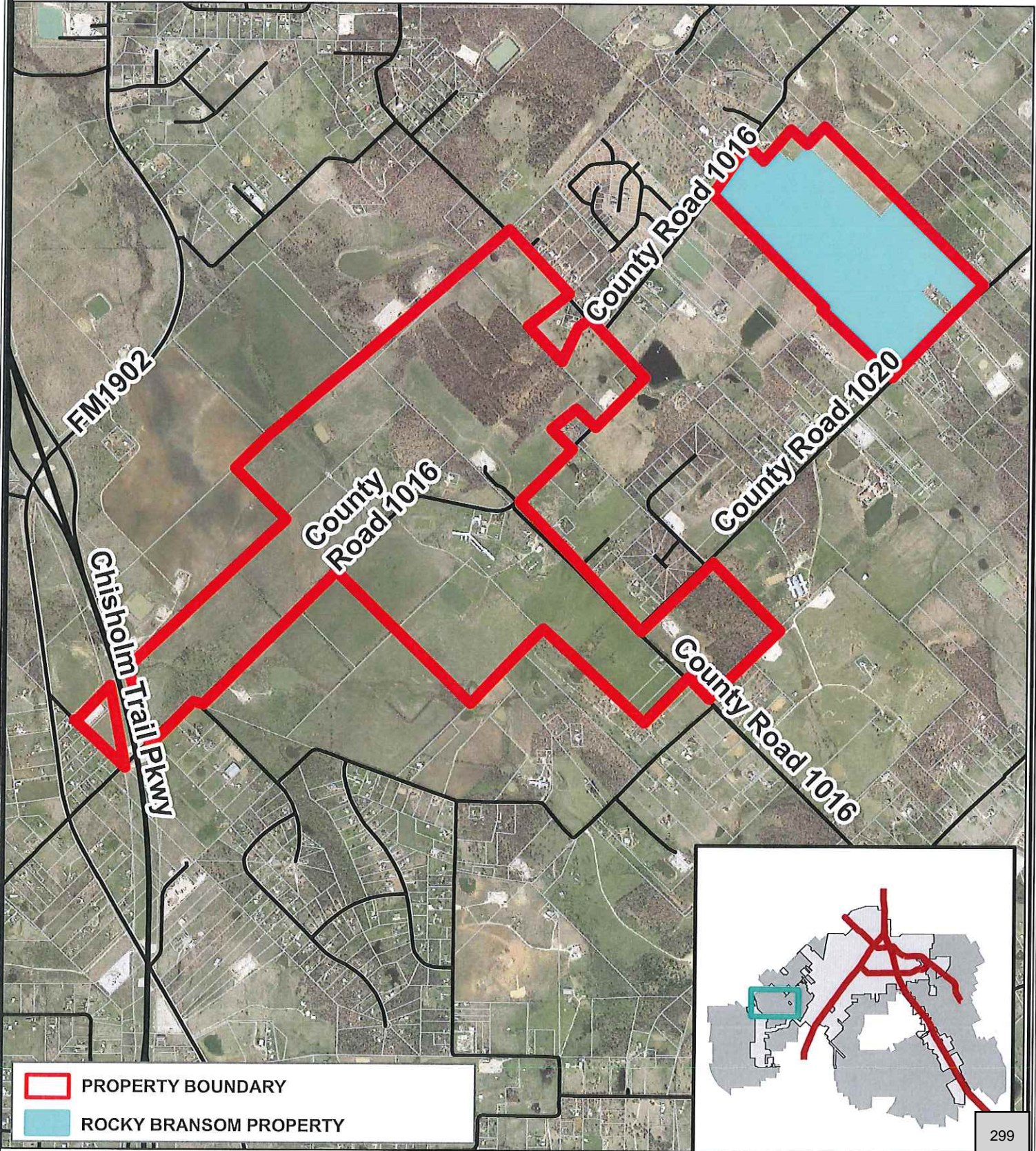


Exhibit A-7

Rocky & Angela Bransom Parcel Location Map

EXHIBIT A - 7 ROCKY AND ANGELA BRANSOM PARCELS LOCATION MAP

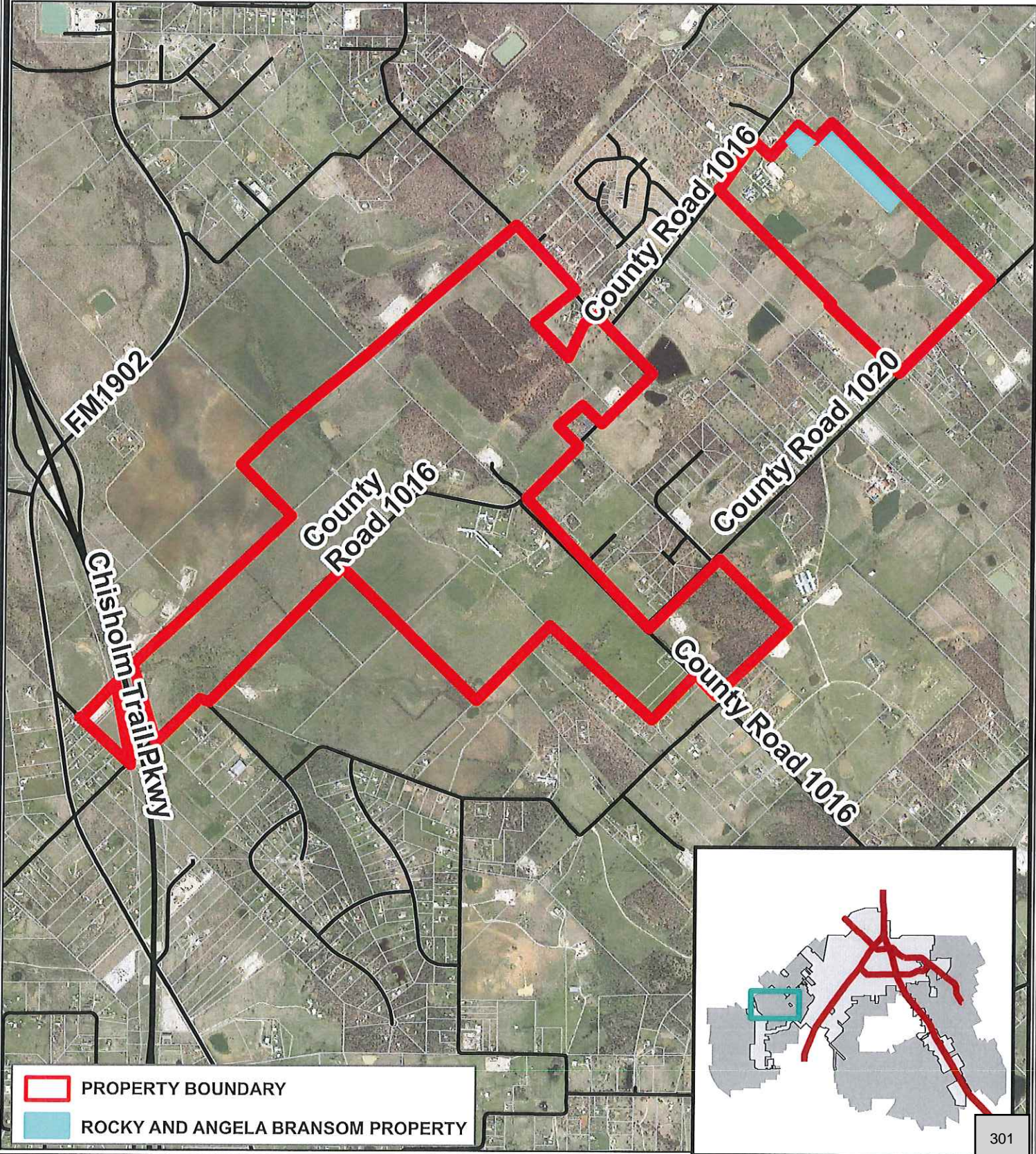


Exhibit A-8

RA Development Ltd Parcel Location Map

EXHIBIT A - 8 RA DEVELOPMENT LTD. PARCELS LOCATION MAP

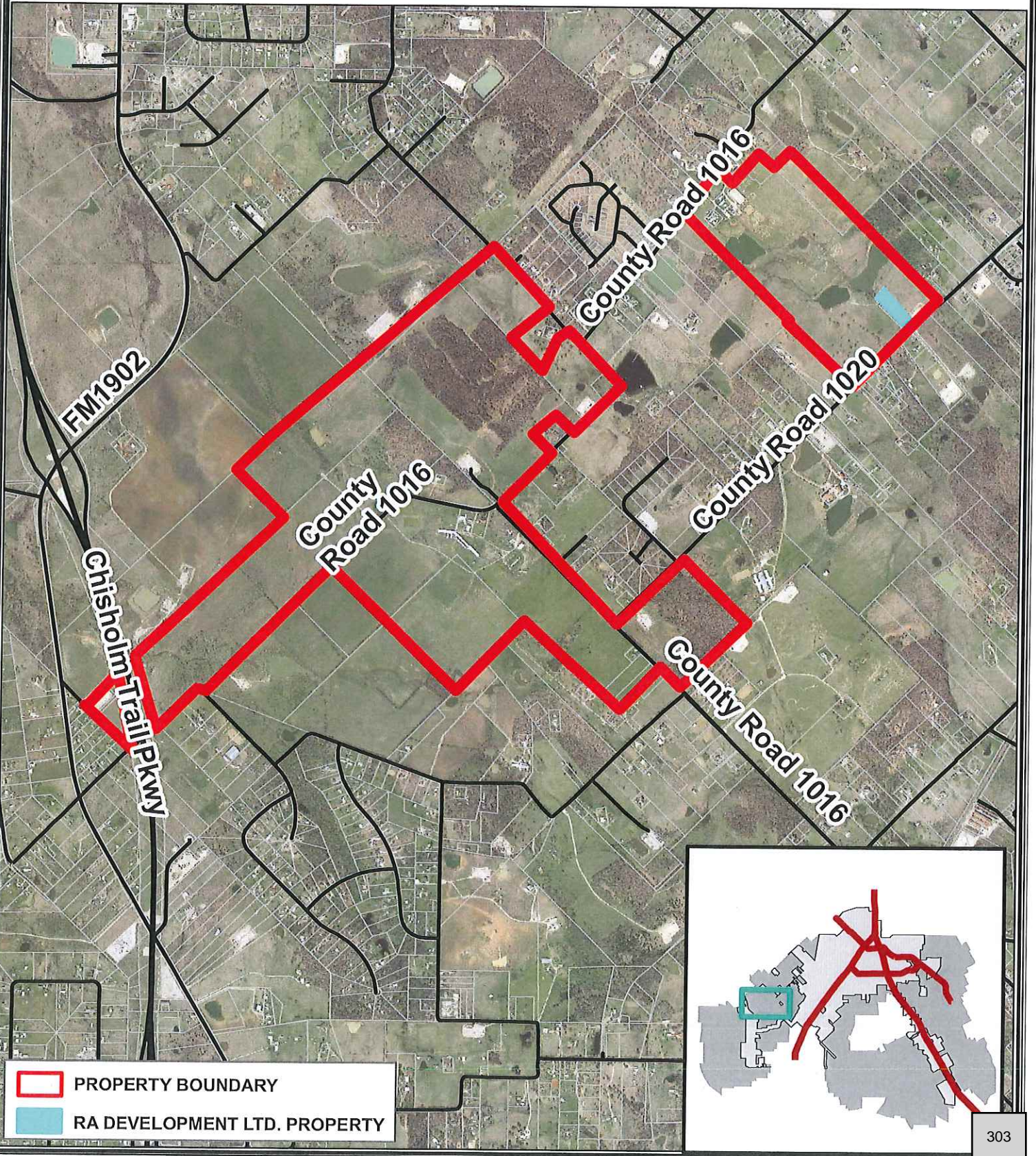
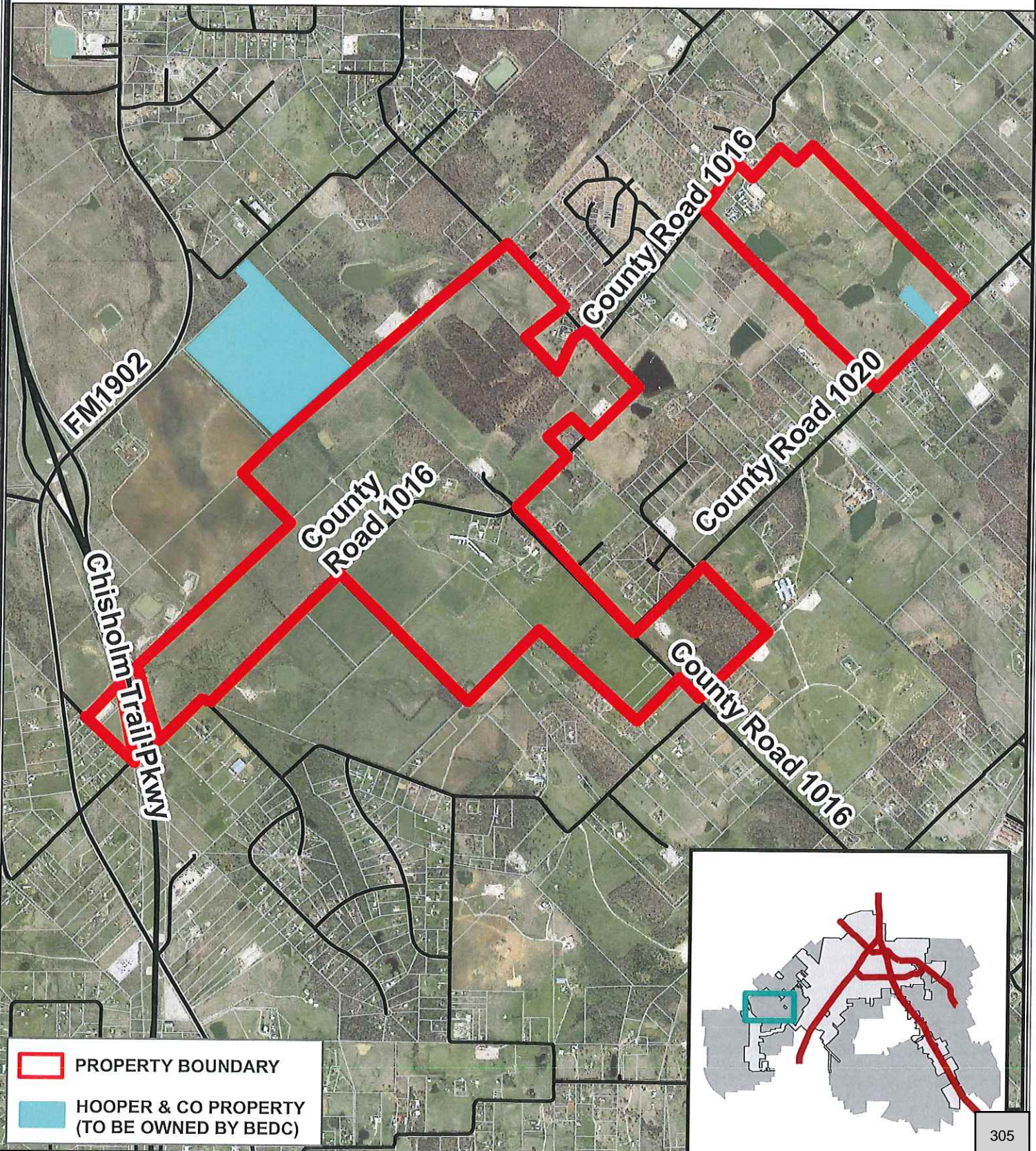


Exhibit A-9
Hooper & Co Parcel Location Map

**EXHIBIT A - 9
HOOPER & CO PARCELS
(TO BE OWNED BY BEDC)
LOCATION MAP**





 PROPERTY BOUNDARY
 HOOPER & CO PROPERTY
(TO BE OWNED BY BEDC)

Exhibit B
Preliminary Concept Plan

Exhibit C
Development Standards

**EXHIBIT C
DEVELOPMENT STANDARDS**

SECTION 1: GENERAL

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

SECTION 3: PROCESS

1. The development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
 - (i) Land uses
 - (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans
 - (iii) Designated Open Space
 - (iv) Park proximities
 - (v) Landscape Plan
 - (vi) Trail Plan
 - (vii) Park acreage – both for the current development plan and cumulative of prior development plans.
3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

SECTION 4: THEME

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
3. The general components of the theme can be described literally as:
 - (i) “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
 - (ii) “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
 - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

SECTION 5: LOT STANDARDS

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited	-	
Estate	100'	12000	2800	42	2.78%	0% Unlimited	-	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%		
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%		Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

1. Masonry standards. All structures must meet the City’s Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City’s zoning ordinances to establish uses and design standards.
 - (i) Traditional homes (60’, 70’ and 80’ lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
 - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
 - (i) Carriage style garage door
 - (ii) Garage door not facing the street
 - (iii) Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
 - (iv) Eyebrow or arched front windows
 - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
 - (vii) Front porch railings of either wood or wrought iron
 - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
 - (ix) Cupolas or turrets
 - (x) Dormers
 - (xi) Gable
 - (xii) Decorative attic or gables feature, minimum 2 square feet
 - (xiii) Two or more offsets in the front façade of at least 24" depth
 - (xiv) Metal roof accents
 - (xv) Recessed entry, an minimum of three (3') deep
 - (xvi) Variable roof pitch equal to or greater than 8:12
 - (xvii) Exterior shutters on at least 75% of the windows on the front façade
 - (xviii) Masonry arches
 - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
 5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
 6. The Planned Development Ordinance will establish anti-monotony standards.
 7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
 - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
 - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
 - (iii) Parks shall generally be constructed in accordance with the following:
 - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	Community Park	Neighborhood Park
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
Site Furnishings		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
Secondary		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
 - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
 - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square foot house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
 - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
 - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
 - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
 - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
 - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
 - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
 - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
 - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.
 - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

SECTION 11: STREET LAYOUT

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
 - (i) Lakewood Blvd.
 - Minimum 4 lanes
 - minimum 120 foot ROW
 - Trail component
 - landscaped parkways and/or medians
 - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
 - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
 - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 - (iii) Cul de sacs
 - (iv) Short block lengths
 - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - (i) 6-foot trail comprised of two 3-foot tread areas
 - (ii) 4-foot trail comprised of two 2-foot tread areas
 - (iii) Material of native soil with no road base plus wood chip in low drainage areas
 - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
 - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - (i) Bocce Ball
 - (ii) Bag Toss
 - (iii) Horseshoes
 - (iv) Shuffleboard
 - (v) Chess/Checkers Tables
 - (vi) Fitness Stations
 - (vii) Art Installments
 - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

SECTION 13: LIGHTING

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family, Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - (i) Party rooms for HOA-member use
 - (ii) Covered patio
 - (iii) Fire pits
 - (iv) Outdoor kitchen
 - (v) Restrooms
 - (vi) HOA office
 - (vii) Pedestrian connections to Community Park amenities
 - (viii) Dedicated parking for building use
 - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1

Exhibit C
Development Standards
Attachment 1



1

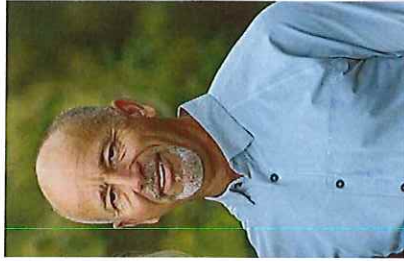
THE HEIGHT OF BURLESON LIVING

RA Development, Ltd.

February 22, 2021

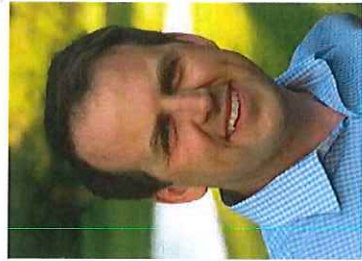


BURLESON DEVELOPMENT, INC.



ROCKY BRANSOM

Mr. Bransom has delivered several thousand lots into the Burleson market over the last 30 years. His experience in real estate extends past property development to every trade throughout the process in home construction, utilities, excavation and paving. Rocky has been committed to positive growth in the Burleson area and considers his roots here to be something that drives the quality of the final product.



JUSTIN BOND

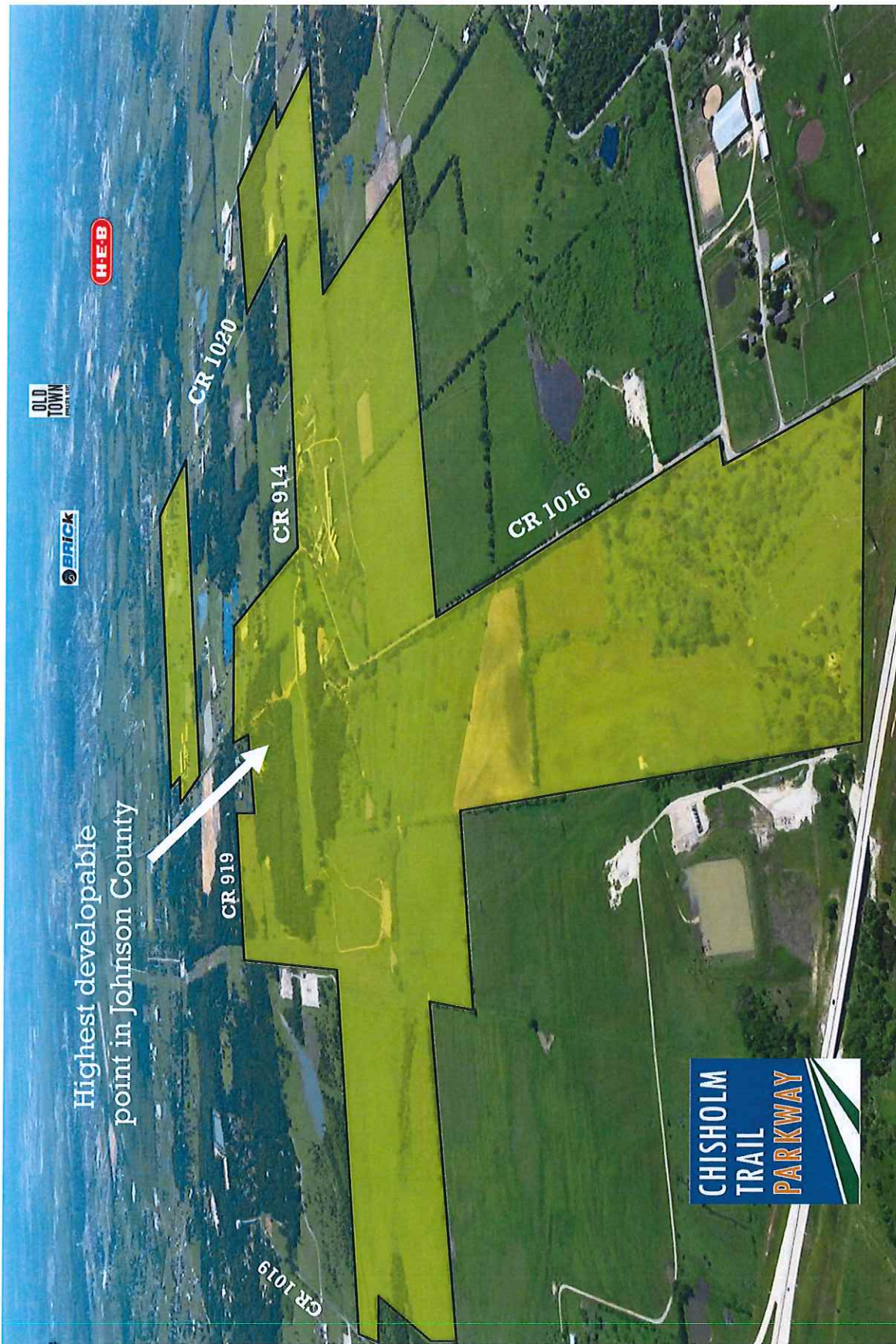
Mr. Bond has worked in land use development and construction for 15 years, from building schools to advocating for local natural gas development to promoting the growth of Burleson as a City director. Justin manages all development projects from design to construction for Rocky's companies. His family has proudly lived and worked in Burleson for nearly 60 years.



PROPERTY HISTORY

- 2005 – Annexations by City of Burleson to establish a western boundary at the Chisholm Trail Parkway (CTP)
- 2014 & 2016 – Development Agreements with CTP-area owners in Burleson extra-territorial jurisdiction to establish rules for future annexations
- 2016-2021 – Burleson Development, Inc. (Rocky Bransom) and affiliated partners coordinate acquisition of large parcels near the CTP
- 2018 – “Chisholm Summit”, a residential community on the CTP, presented to the City for preliminary review but faced challenges related to sewer capacity
- 2019 – Wastewater Analysis for Chisholm Summit area conducted
- 2021 - Additional acquisitions and partnerships bring development of Chisholm Summit to approximately 915 acres





Highest developable point in Johnson County

HEB

OLD TOWN

BRICK

CR 1020

CR 914

CR 1016

CR 919

CR 1019

CHISHOLM TRAIL PARKWAY

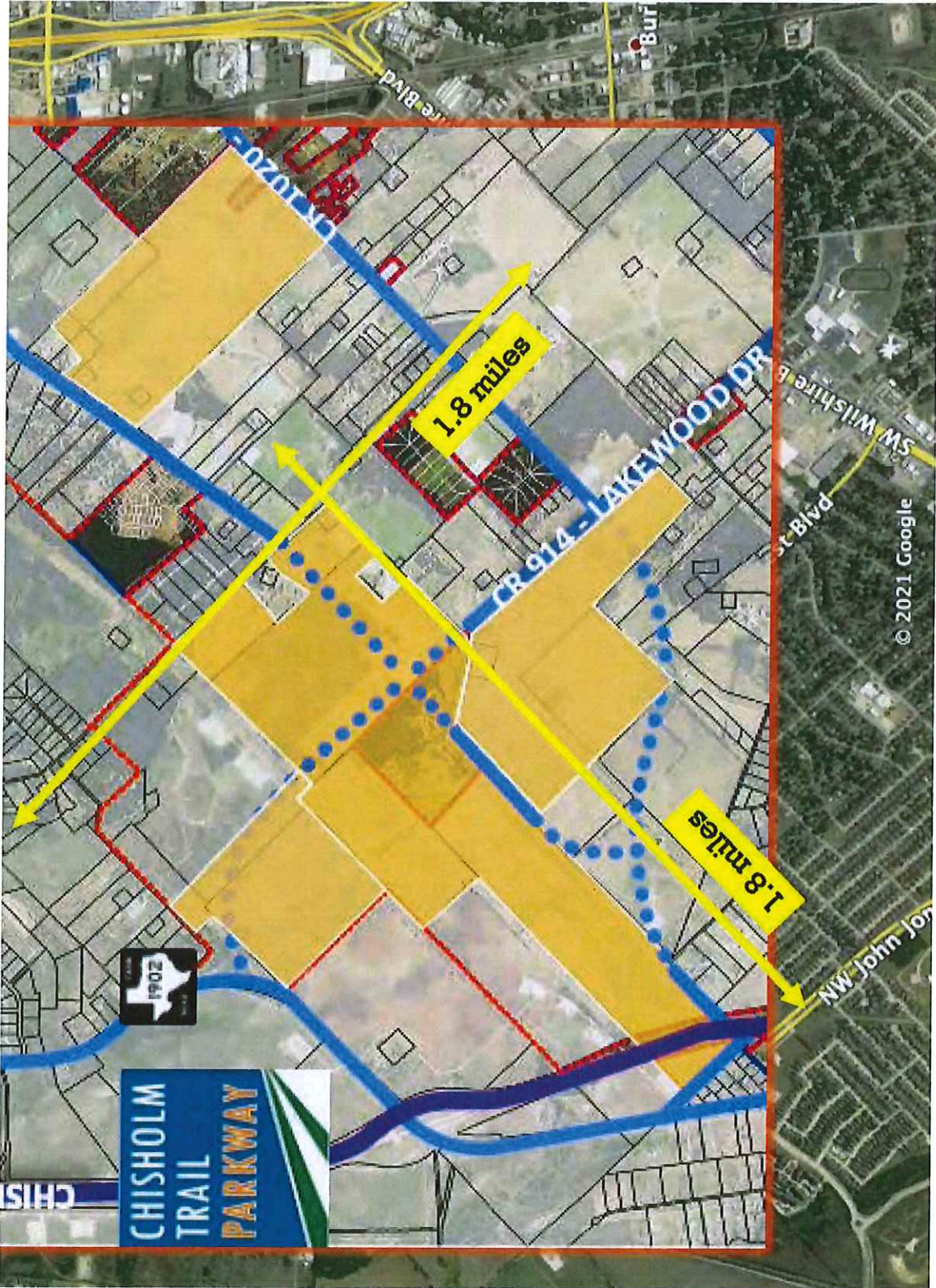


EXHIBIT C DEVELOPMENT STANDARDS

SECTION 1: GENERAL

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

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 - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

SECTION 5: LOT STANDARDS

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited -	
Estate	100'	12000	2800	42	2.78%	0% Unlimited -	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%	
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%	Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

1. Masonry standards. All structures must meet the City’s Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City’s zoning ordinances to establish uses and design standards.
 - (i) Traditional homes (60’, 70’ and 80’ lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
 - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
 - (i) Carriage style garage door
 - (ii) Garage door not facing the street
 - (iii) Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
 - (iv) Eyebrow or arched front windows
 - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
 - (vii) Front porch railings of either wood or wrought iron
 - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
 - (ix) Cupolas or turrets
 - (x) Dormers
 - (xi) Gable
 - (xii) Decorative attic or gables feature, minimum 2 square feet
 - (xiii) Two or more offsets in the front façade of at least 24" depth
 - (xiv) Metal roof accents
 - (xv) Recessed entry, an minimum of three (3') deep
 - (xvi) Variable roof pitch equal to or greater than 8:12
 - (xvii) Exterior shutters on at least 75% of the windows on the front façade
 - (xviii) Masonry arches
 - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
 5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
 6. The Planned Development Ordinance will establish anti-monotony standards.
 7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
 - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
 - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
 - (iii) Parks shall generally be constructed in accordance with the following:
 - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	Community Park	Neighborhood Park
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
Site Furnishings		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
Secondary		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
 - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
 - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square foot house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
 - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
 - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
 - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
 - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
 - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
 - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
 - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
 - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment I.
 - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

SECTION 11: STREET LAYOUT

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
 - (i) Lakewood Blvd.
 - Minimum 4 lanes
 - minimum 120 foot ROW
 - Trail component
 - landscaped parkways and/or medians
 - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
 - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
 - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 - (iii) Cul de sacs
 - (iv) Short block lengths
 - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - (i) 6-foot trail comprised of two 3-foot tread areas
 - (ii) 4-foot trail comprised of two 2-foot tread areas
 - (iii) Material of native soil with no road base plus wood chip in low drainage areas
 - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
 - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - (i) Bocce Ball
 - (ii) Bag Toss
 - (iii) Horseshoes
 - (iv) Shuffleboard
 - (v) Chess/Checkers Tables
 - (vi) Fitness Stations
 - (vii) Art Installments
 - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

SECTION 13: LIGHTING

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - (i) Party rooms for HOA-member use
 - (ii) Covered patio
 - (iii) Fire pits
 - (iv) Outdoor kitchen
 - (v) Restrooms
 - (vi) HOA office
 - (vii) Pedestrian connections to Community Park amenities
 - (viii) Dedicated parking for building use
 - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1

BY THE NUMBERS

- Approx. 915 acres in Master-Planned Community
- 3066 Residential Units (projected)
 - 75% Single-family (ranging frontage 40' to 80')
 - 25% Townhome/Senior Living/Multifamily
- Over 10 miles interconnected Trail System
- 102 acres dedicated Park land
 - Community Park, Pocket Parks, Trail Parks
 - Equestrian Center
 - Passive & Natural Areas
- 28 acres – Commercial nodes
- Neighborhood services at high-traffic corners
- Central node - “Chisholm Square”
- 92 acres – Professional Office Park / Medical District

PROVIDERS

- Water – Johnson County SUD
- Sewer – City of Burleson
- Electric – United Cooperative
- School – Joshua ISD





CITY REQUIREMENTS FOR MASTER-PLANNED COMMUNITIES

- All Master-Planned Developments:
 - Enhanced Landscaping
 - Architectural Standards
 - Enhanced Walls and Fencing
 - Open Space over Minimum
- +
- Larger Developments:
 - Connecting Trails
 - Lot Size Variety
 - Buffers
 - Amenity Centers
 - Themes & Sense of Place
 - Commercial Elements
 - Neighborhood Activities
 - Creative Additions



LAND USE PLAN





**THEME
&
PLACEMAKING**

11

WESTERN

RUSTIC
GROWTH
HORSES
FOLK
GATEWAY
PROGRESS

ACTIVE

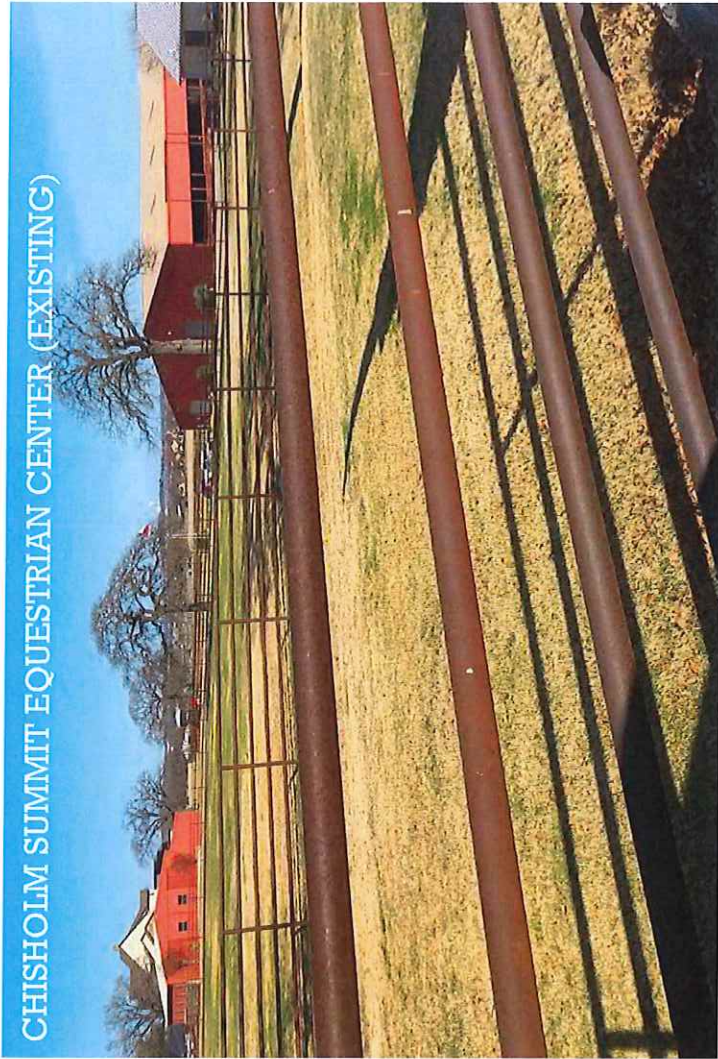
TRAILS
OUTDOORS
PURPOSE
MOVEMENT
NATURE

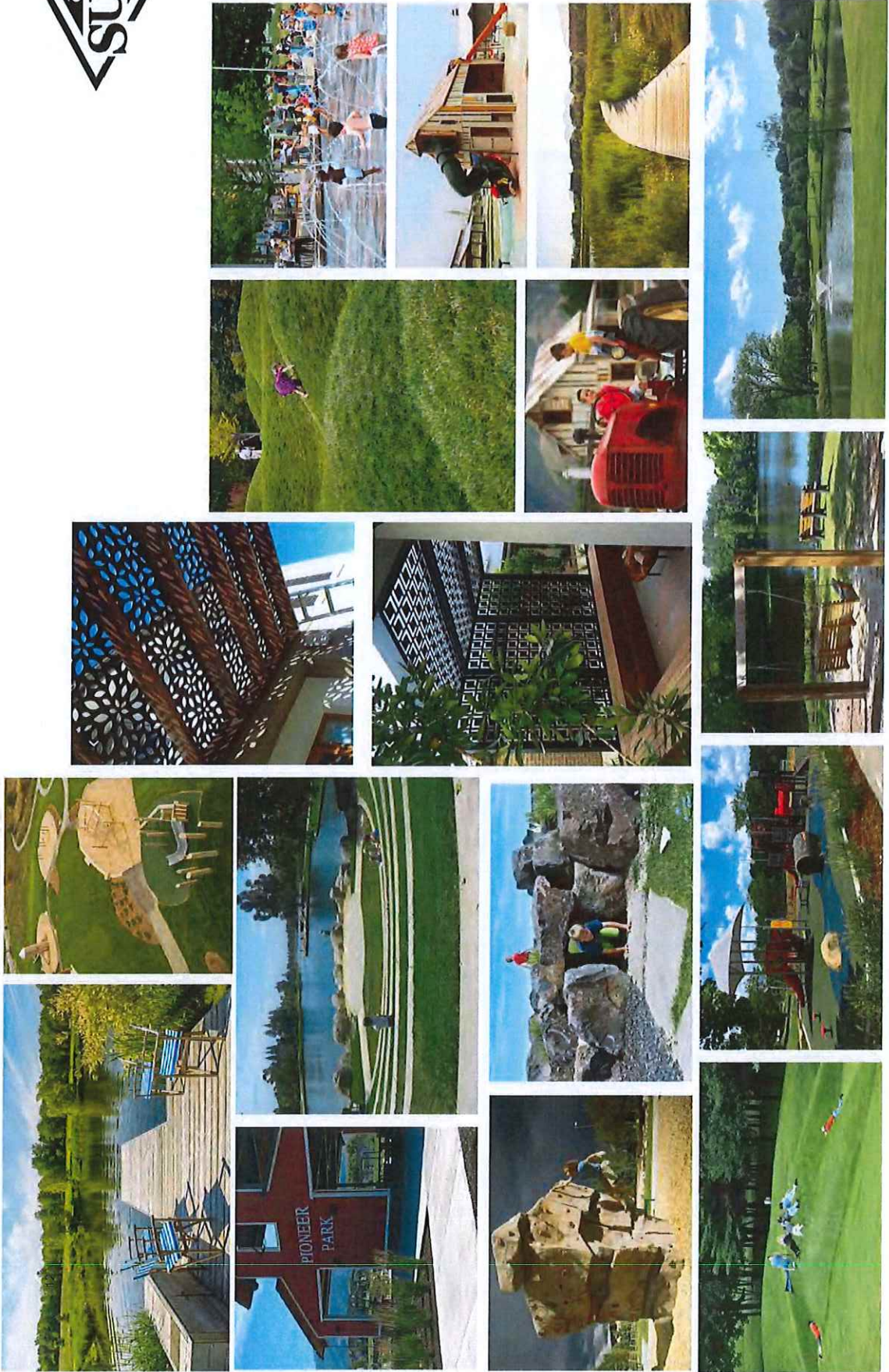
FAMILY

TOGETHER
COMMUNITY
NEIGHBORS
GENERATIONX
CARE



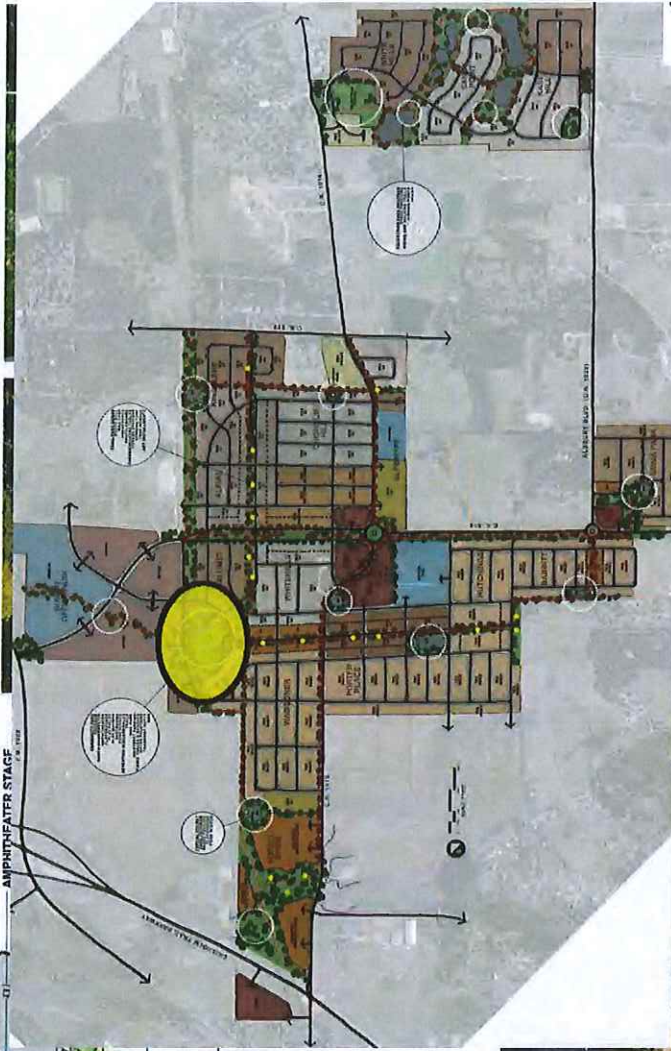
CHISHOLM SUMMIT EQUESTRIAN CENTER (EXISTING)





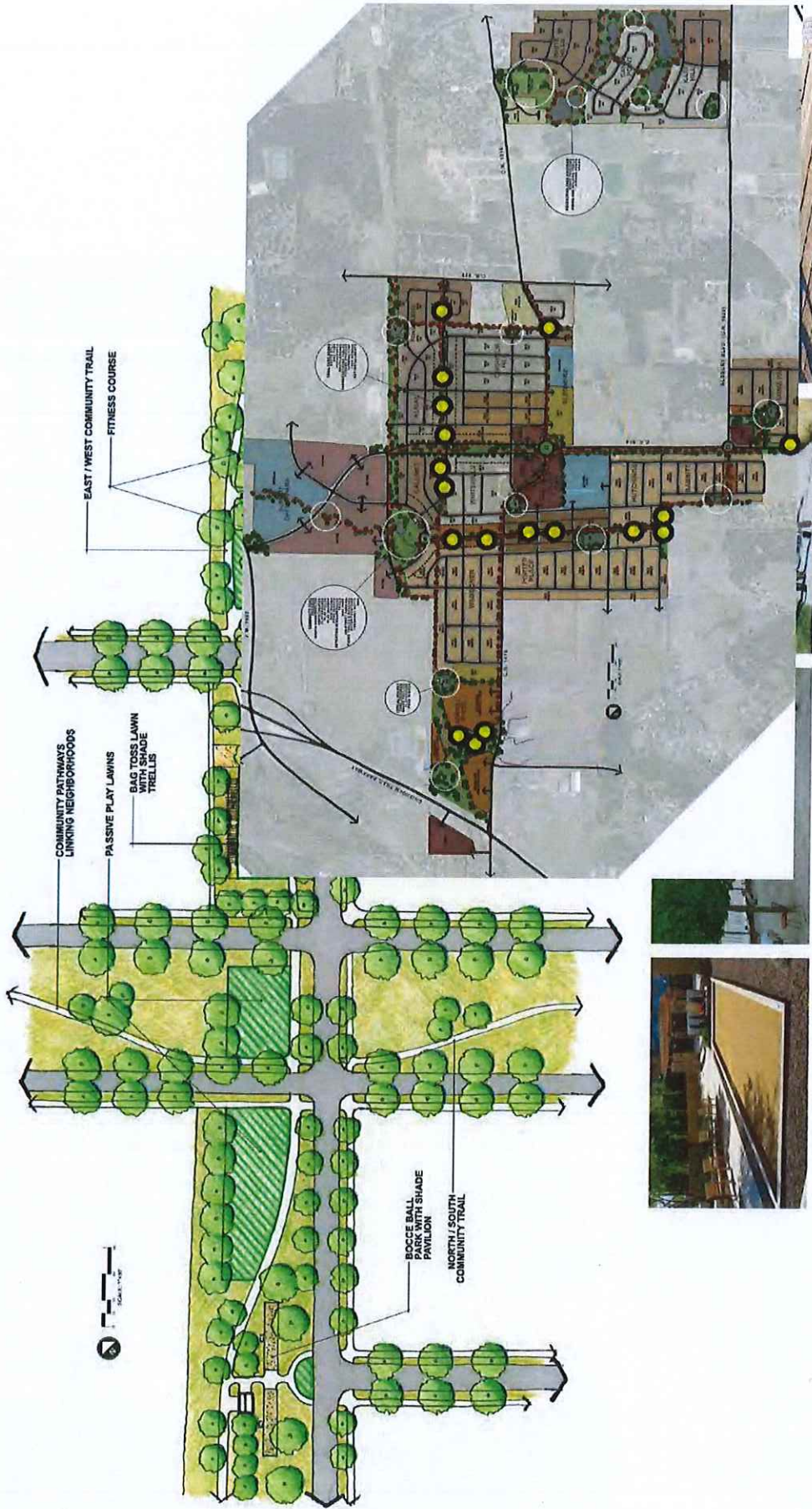
**OPEN SPACE
AMENITY CENTERS
CONNECTING TRAILS
NEIGHBORHOOD ACTIVITIES**





COMMUNITY PARK PLAN
FEBRUARY 17, 2021





TYPICAL TRAIL PARK CORRIDOR
FEBRUARY 13, 2021



EQUESTRIAN CENTER AND TRAILS



- Trails for horseback riding
- Over 45 acres with large peaceful ponds for fishing and relaxing
 - Full property shown here is approximately 160 acres
- Equestrian Center currently on property will remain as an amenity for Chisholm Summit residents
- Shade pavilions and pocket park



EQUESTRIAN PARK PROGRAM
 SHADING TRAILS
 RIDING AND WALKING TRAILS
 FISHING PONDS
 DOCKS



**LOT SIZE VARIETY
BUFFERS
COMMERCIAL ELEMENTS**

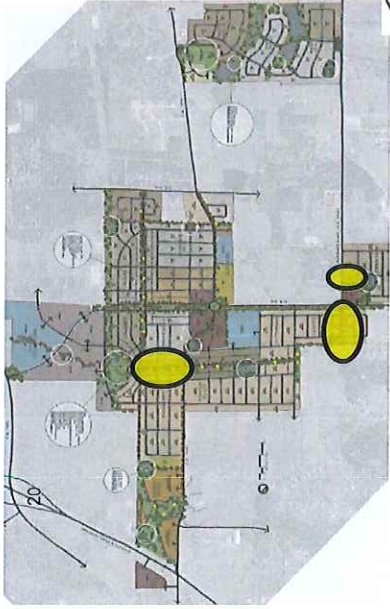


LOT SIZE VARIETY

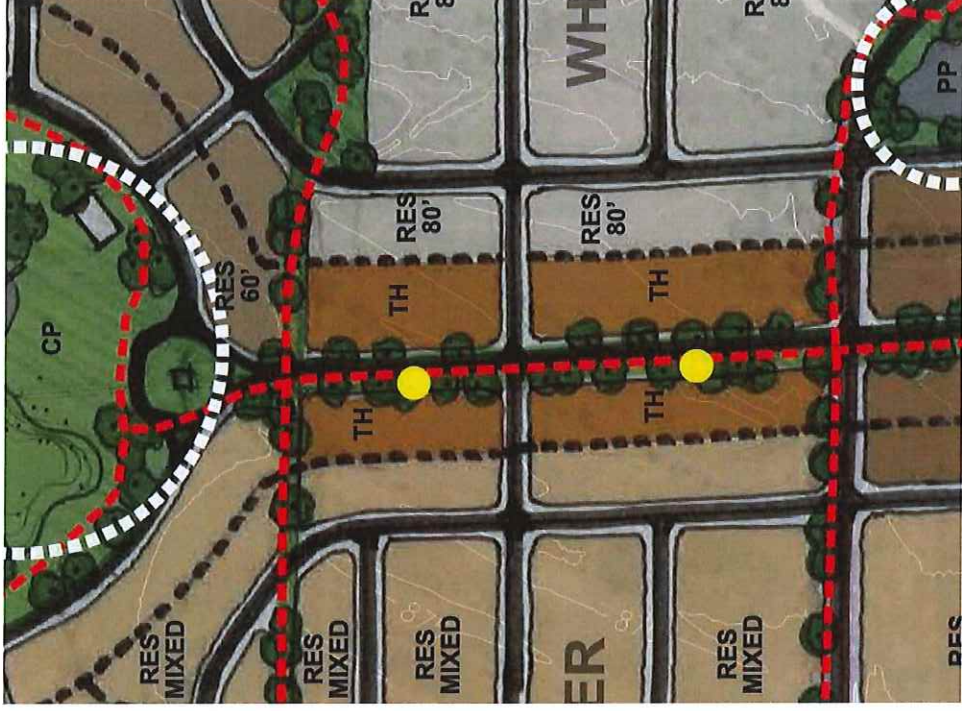


- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- **Single-family homes include:**
 - Cottages with detached garages
 - Traditional one- and two-story homes
 - Patio homes with shared front yards and alley access
 - Lots with a little more elbow room and existing trees
 - Estate lots with a view of Burleson
- **Higher-density areas include:**
 - Age-55+ homes under 1300 sqft
 - Two-story townhomes on zero-lot lines
 - Multifamily housing with facility amenities
 - Senior care centers with nearby greenspace

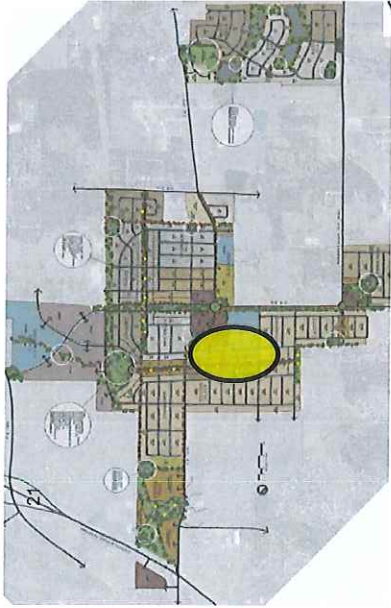




TOWNHOMES

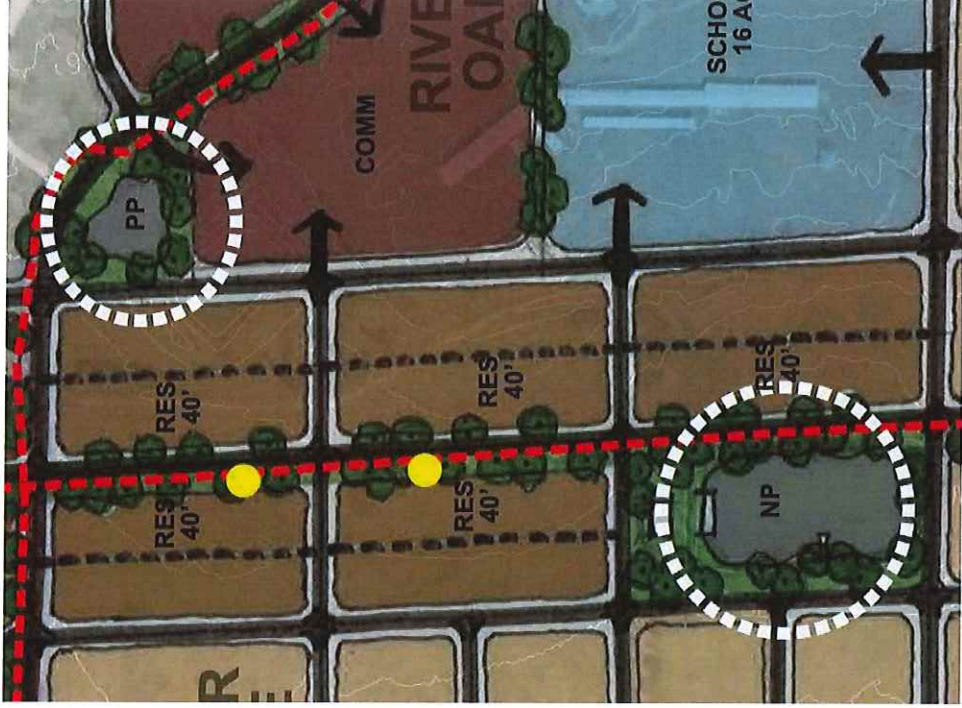


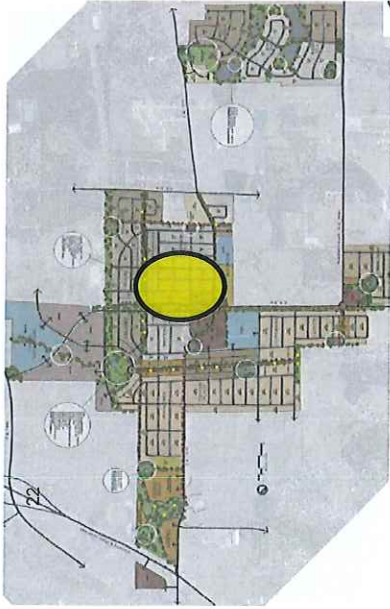
- Two-story townhomes
- Individual units for ownership
- Rear alley vehicular access
- Front lot line at street/sidewalk edge
- Adds scale to primary community corridor
- Located near public amenity areas
- Typical lot – 25' x 100'



- Also known as a “bungalow court” or pocket neighborhood
- Front yards are shared with a block of neighbors
- Garage accessed by alley
- Typical lot – 40’ x 100’

PATIO HOMES



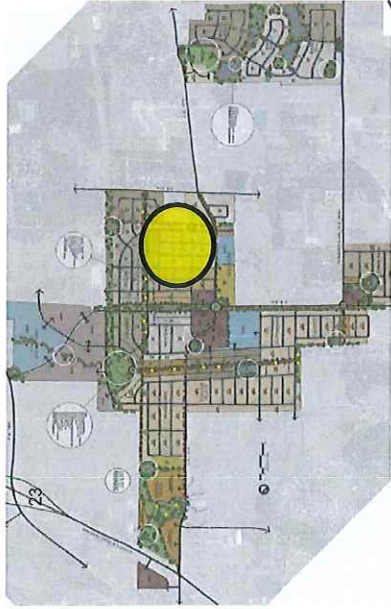


COTTAGES (HERITAGE)



- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot – 56' x 120'



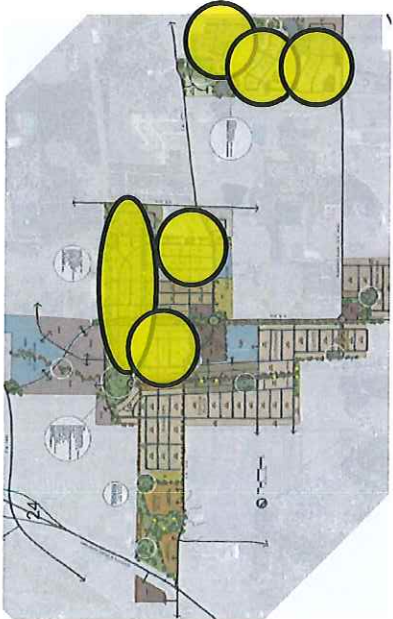


- Scenic overlook of all of Burleson
- Estate lots built with the grade of the hill
- Lookout Park accessible via trails to all CS residents
- Perfect for the executive or large family
- Typical lot – 80’ x 140’

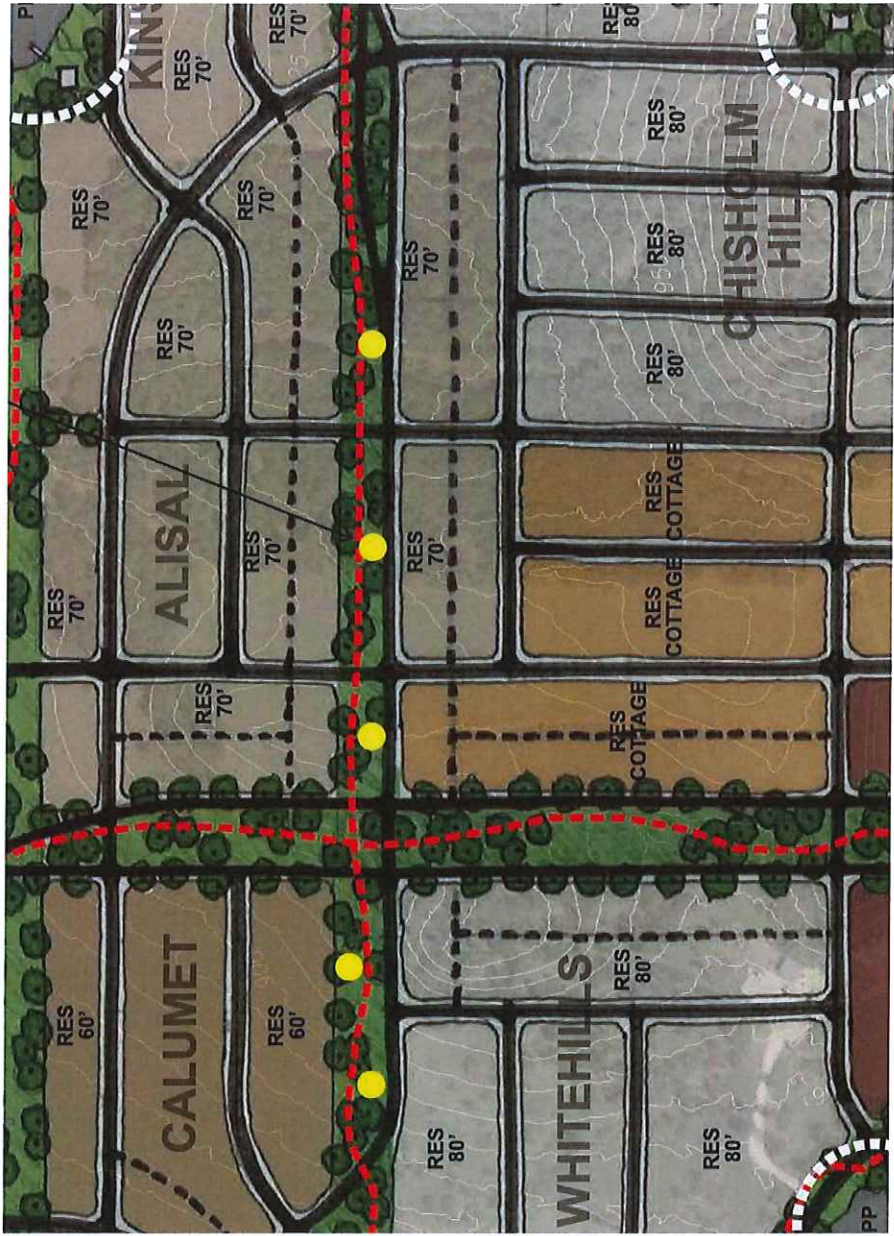


ESTATES ON THE SUMMIT

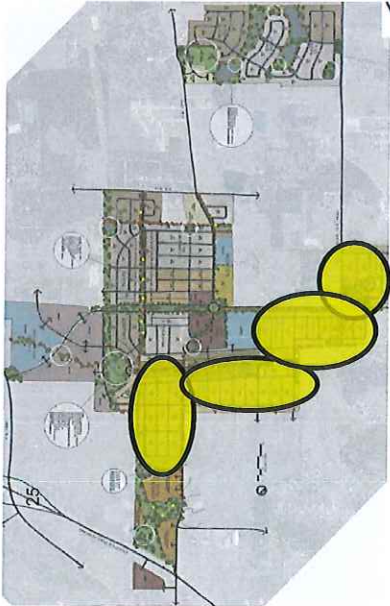




PLANNED SINGLE-FAMILY



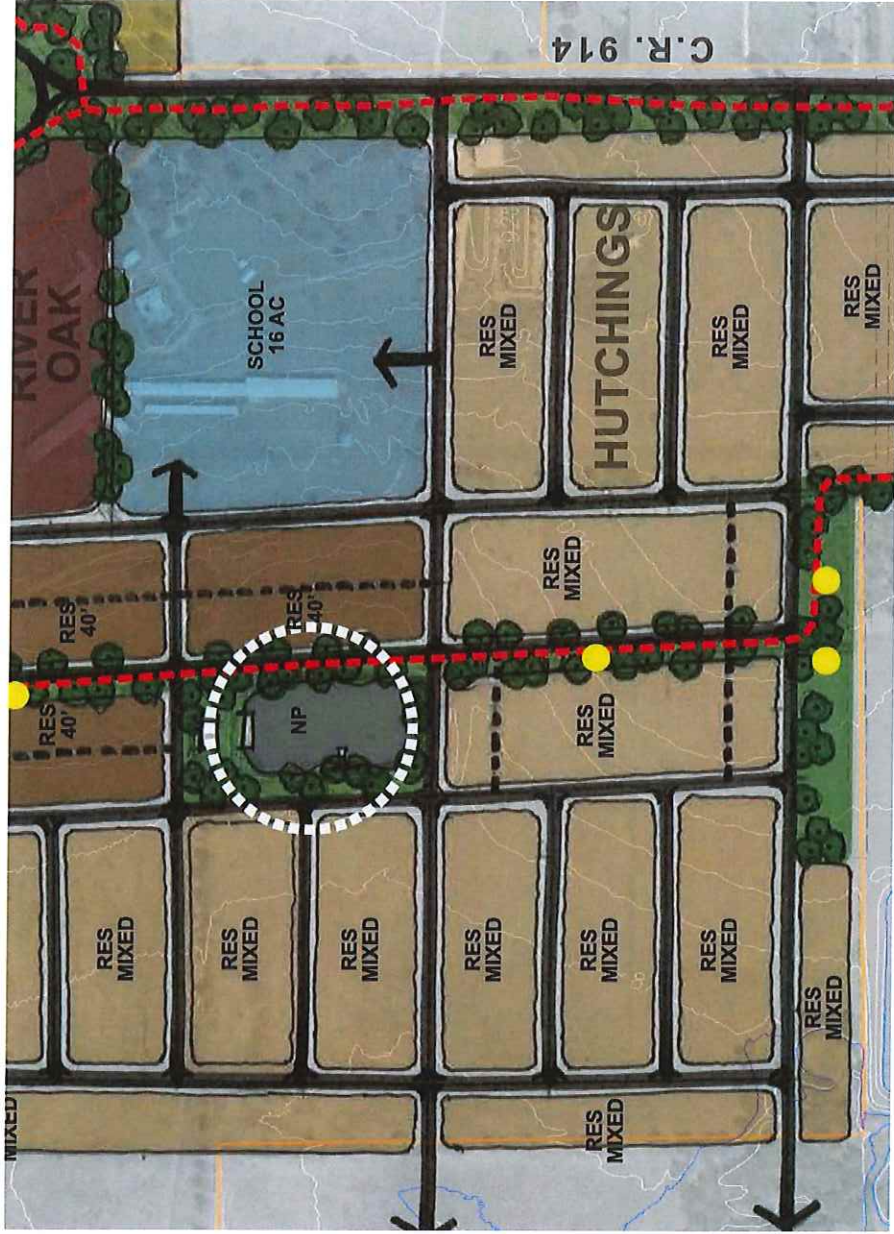
- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
 - 60' x 120'
 - 70' x 130'
 - 80' x 140'
- Planned to specifically use the existing topography or complement overall land plan

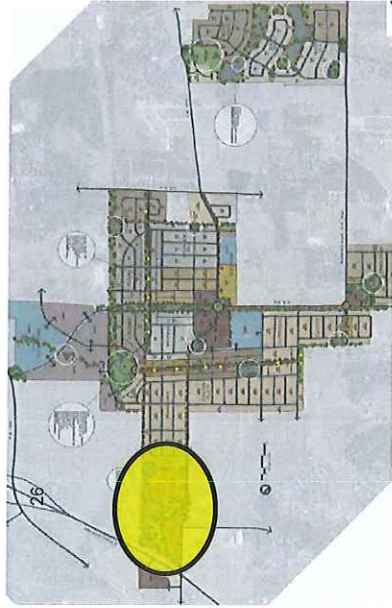


- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
 - 40' x 100'
 - 56' x 120'
 - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed



MIXED SINGLE-FAMILY

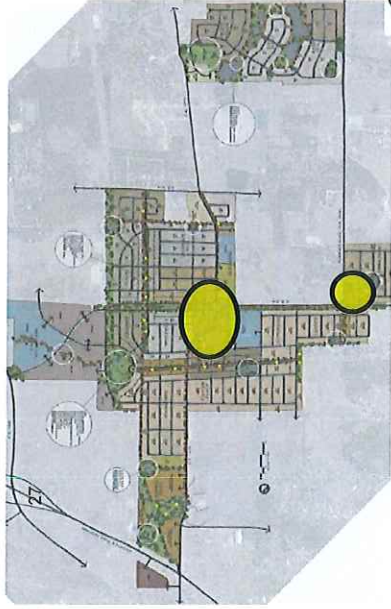




SENIOR CARE & MULTIFAMILY



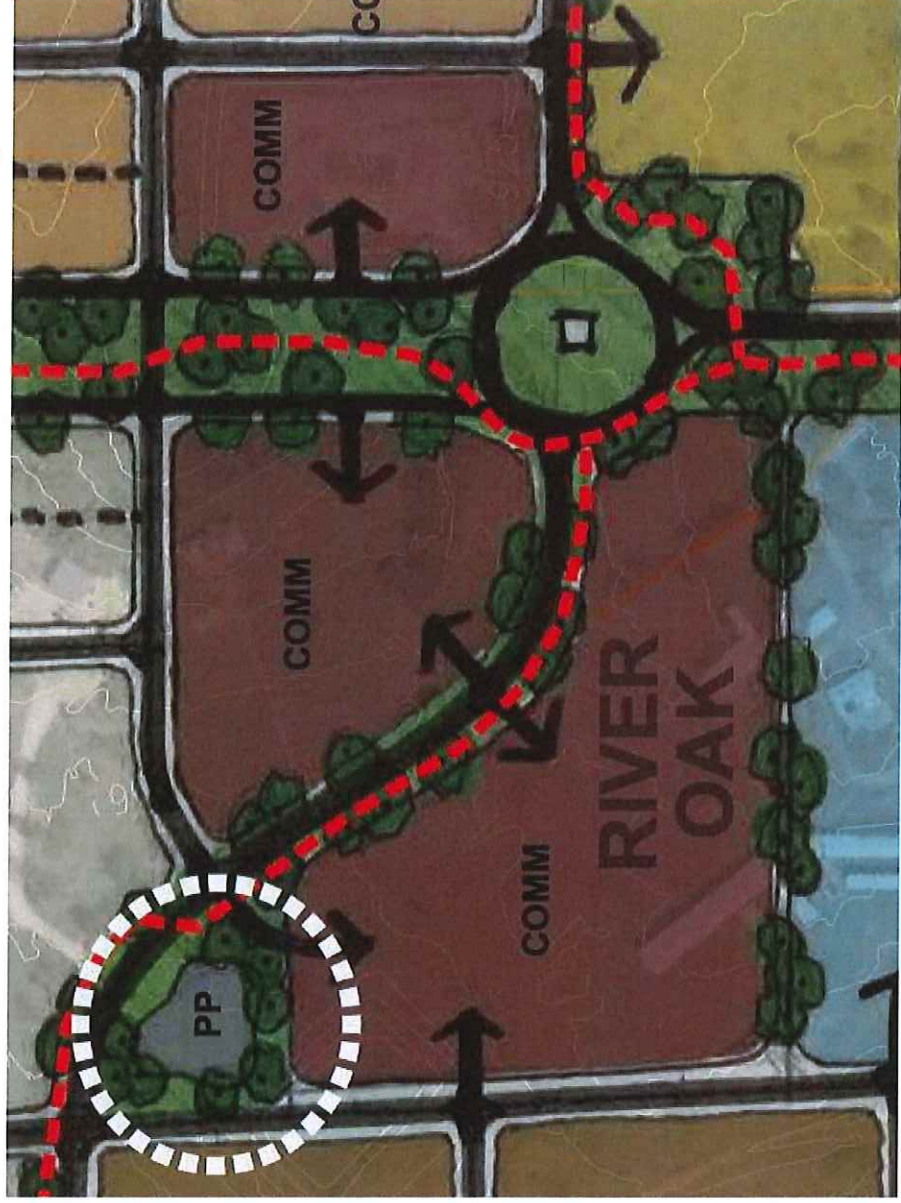
- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

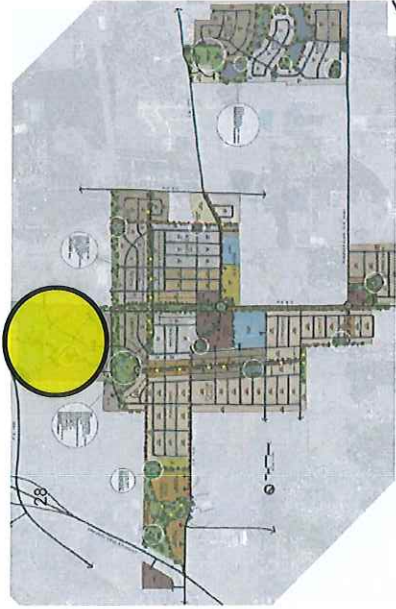


- Following rooftops, land is preserved for commercial and neighborhood services
- Community “downtown” node called Chisholm Square
 - Similar size to 9 square blocks of Old Town
- Commercial areas to be connected by trail system

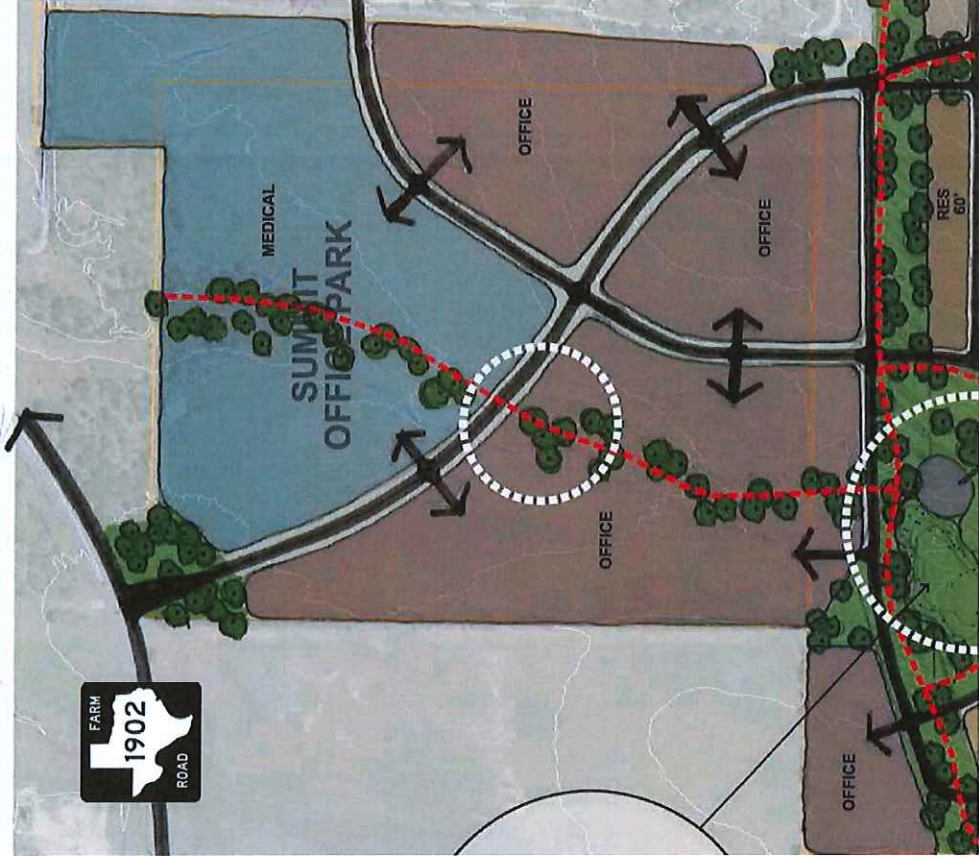


COMMERCIAL NODES





SUMMIT OFFICE PARK



- Over 90 acres with convenient access to Chisholm Trail Parkway via FM 1902
- Professional office park with opportunity for medical
- Bisected by major boulevard
- Ideal live-work lifestyle for families in over 3000 units



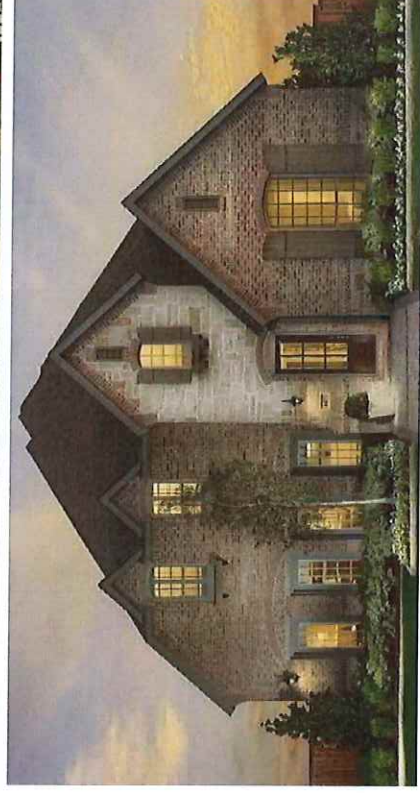
**ARCHITECTURAL STANDARDS
ENHANCED WALLS & FENCING
ENHANCED LANDSCAPING**

STANDARDS

- Housing types proposed vary widely in style and form
- This is seen in other master-planned communities we have toured (Viridian, Windsong Ranch, etc.)
- Theme and brand in CS is established through parks, trails, signs and monuments rather than houses
- Developer is favorable to setting standards but recommends including this in the development agreement
 - Traditional homes to follow current zoning ordinance
 - Non-traditional home types (patio, townhome, cottage, etc.) to have exhibit outlining standards



WINDSONG RANCH HOUSING VARIETY



ENHANCEMENTS



- Undeveloped areas to be fenced with rust-colored railing
 - “CS” logo to be integrated throughout
 - Inside of railing used for neighborhood signage (i.e. Harvest)
- Developed areas to be fenced with wrought iron fencing and landscape buffers
 - In place of masonry wall requirement along arterials
 - Landscaping in common area maintained by community



ARBORLAWN AND CTP, FORT WORTH



RAIL FENCE AT
EQUESTRIAN
FACILITY





PUBLIC INFRASTRUCTURE & PARTICIPATION





PUBLIC INFRASTRUCTURE

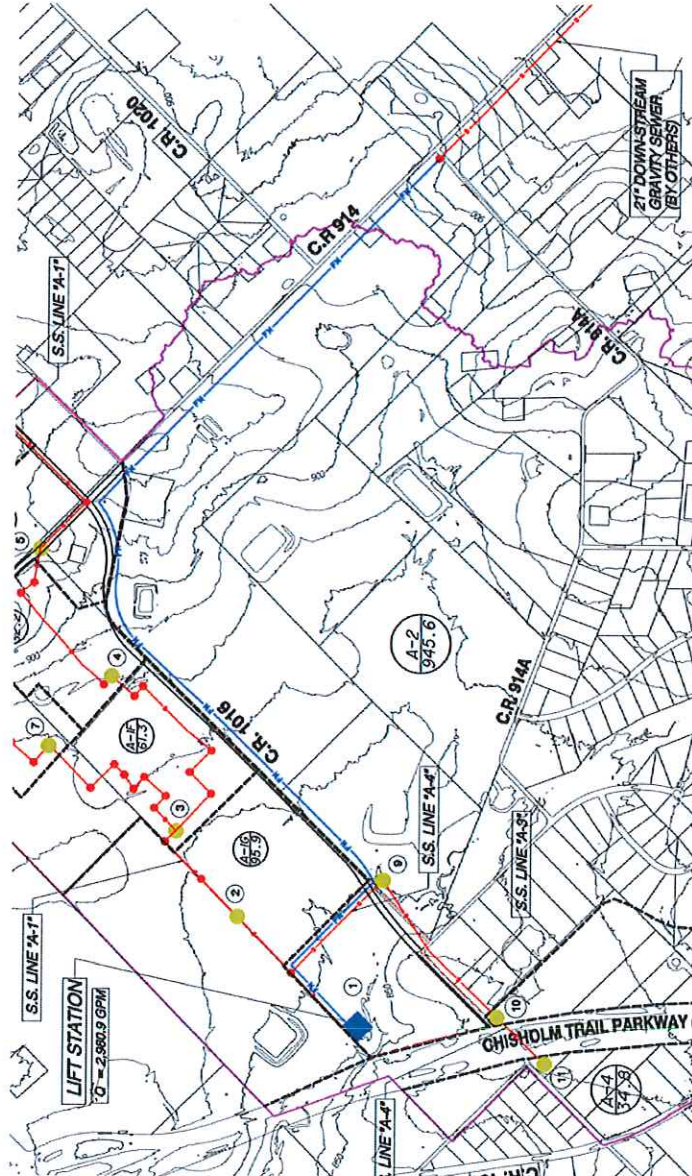
- **Water** – JCSUD completing evaluation of capacity to accommodate expanded land use plan
 - Elevated tower at CR 919 will serve this pressure plane
 - Expansion of 21” lines near CTP and 16” lines CR 919 anticipated
- **Electric** – United Coop indicates they have sufficient stations and will work closely as we identify phases of development
- **Roads** – Existing paving sections vary in sufficiency for development
 - CR 1016 will be realigned to avoid unsafe turns – and renamed
 - CR 914 should be tied with a major arterial of the City to carry traffic from FM 1902
- **Sewer** –
 - Trunk line built near CR 1020 was found to have insufficient capacity
 - Current plans would anticipate lift stations, a force main to the high point near CR 914A and CR 914
 - The sewer line planned from South Burleson down CR 914 will be critical for service





PARTICIPATION REQUESTED

- The "Burleson West" area encompasses over 1600 acres of future growth for the City
- Sewer expansion is necessary to take full advantage of the City's claim on the CTP
- Future growth for Burleson will depend on a sufficiently-funded sewer program
- Participation is requested to construct:
 - Downstream sewer lines
 - "Burleson West" lift stations and force main lines





PARTICIPATION REQUESTED



- Major park improvements will distinguish Burleson above its neighbors
- The scale of improvements as required for a master-plan community is over and above the standard subdivision
- Developer will seek a Public Improvement District to assist with the construction and maintenance/operation of the amenities, parks, trails, etc.

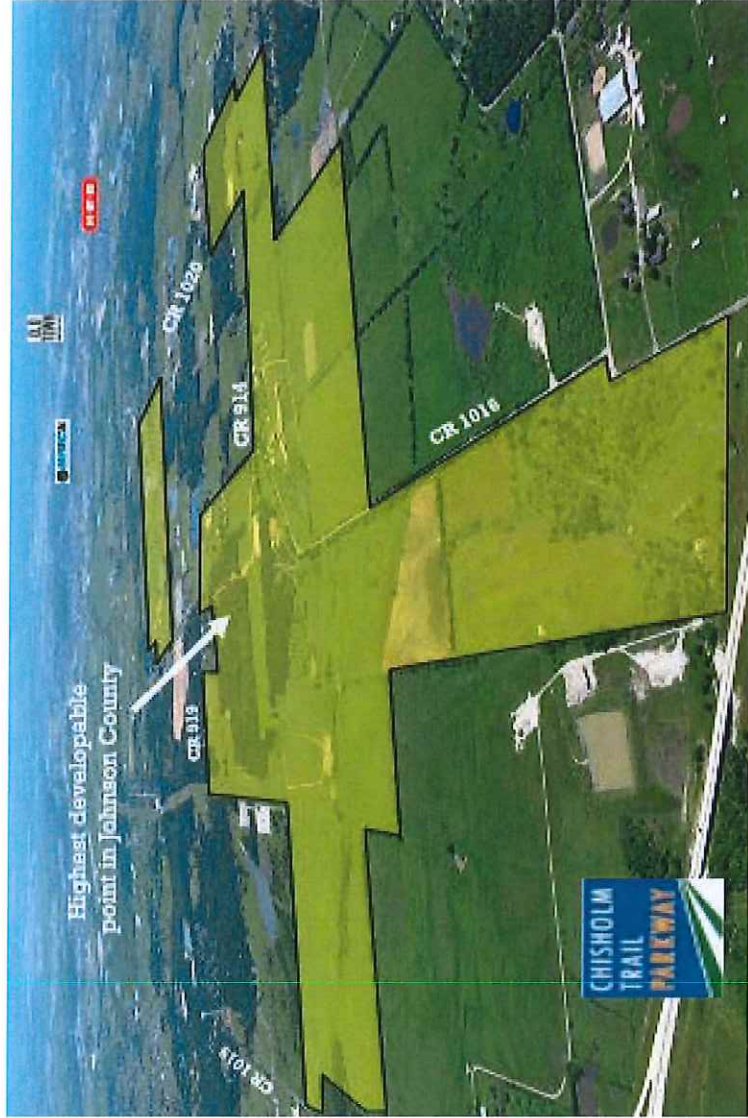


CLOSING

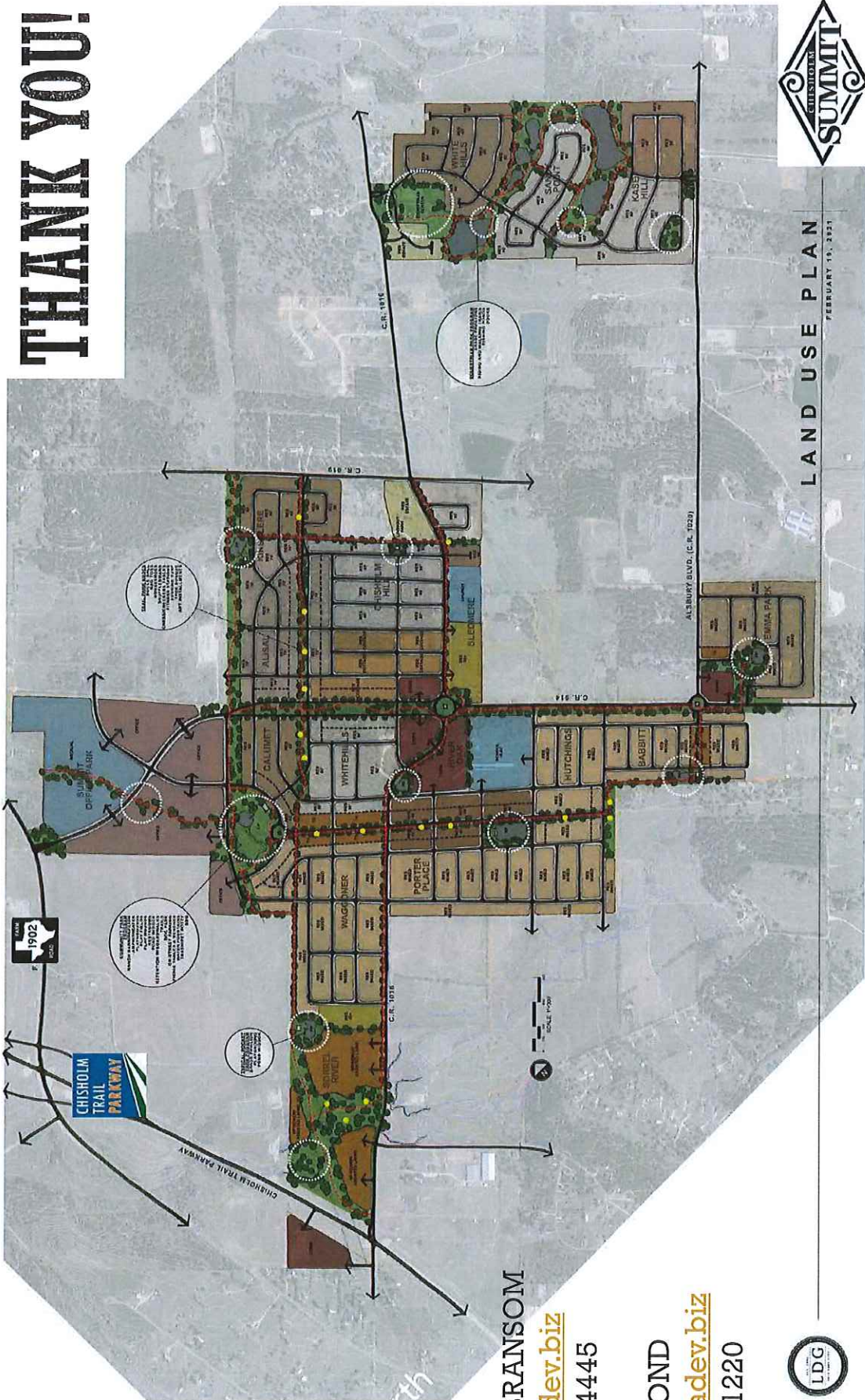


The development team is excited to be a part of the future growth of Burleson and appreciates the work of City staff to put together the best project possible.

We are grateful to continue working together toward all the necessary entitlements to see Chisholm Summit come to fruition.



THANK YOU!



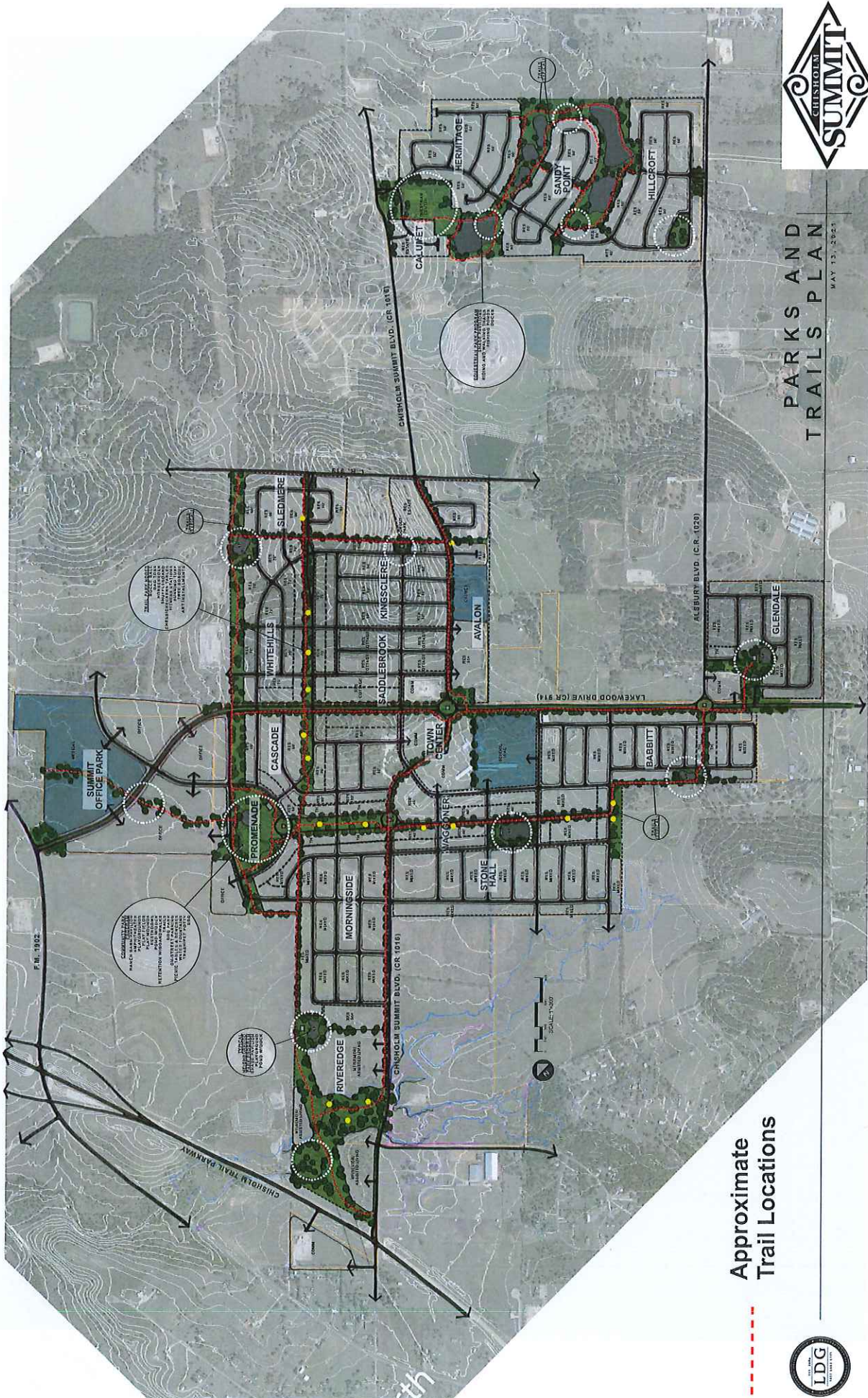
LAND USE PLAN
FEBRUARY 15, 2021

ROCKY BRANSOM
rw@radev.biz
817-480-4445

JUSTIN BOND
justin@radev.biz
817-880-1220



Exhibit D
Parks and Trails Plan



PARKS AND TRAILS PLAN

MAY 13, 2023

Approximate Trail Locations



Exhibit E
Roadway Improvements

EXHIBIT E ROADWAY IMPROVEMENTS

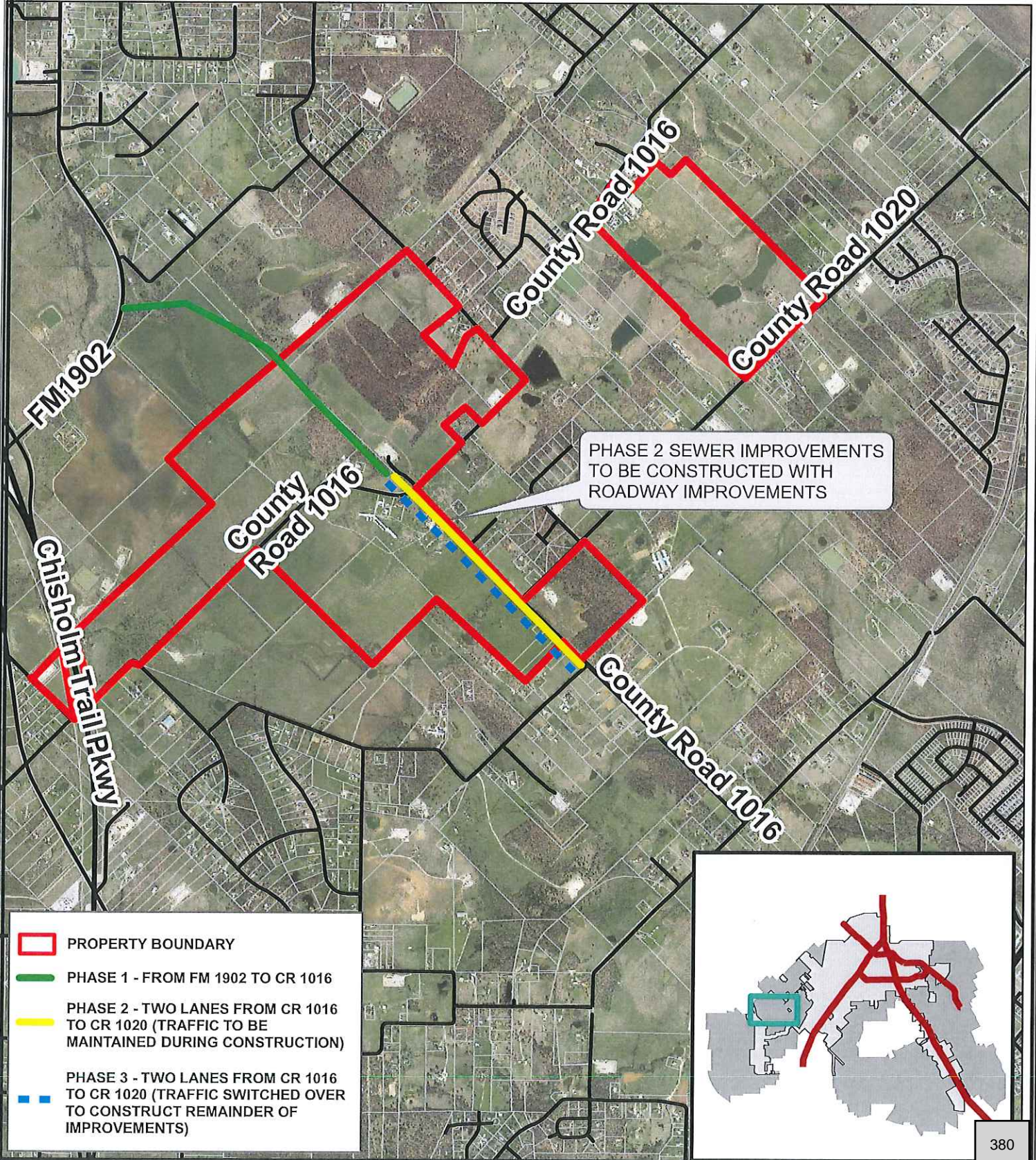
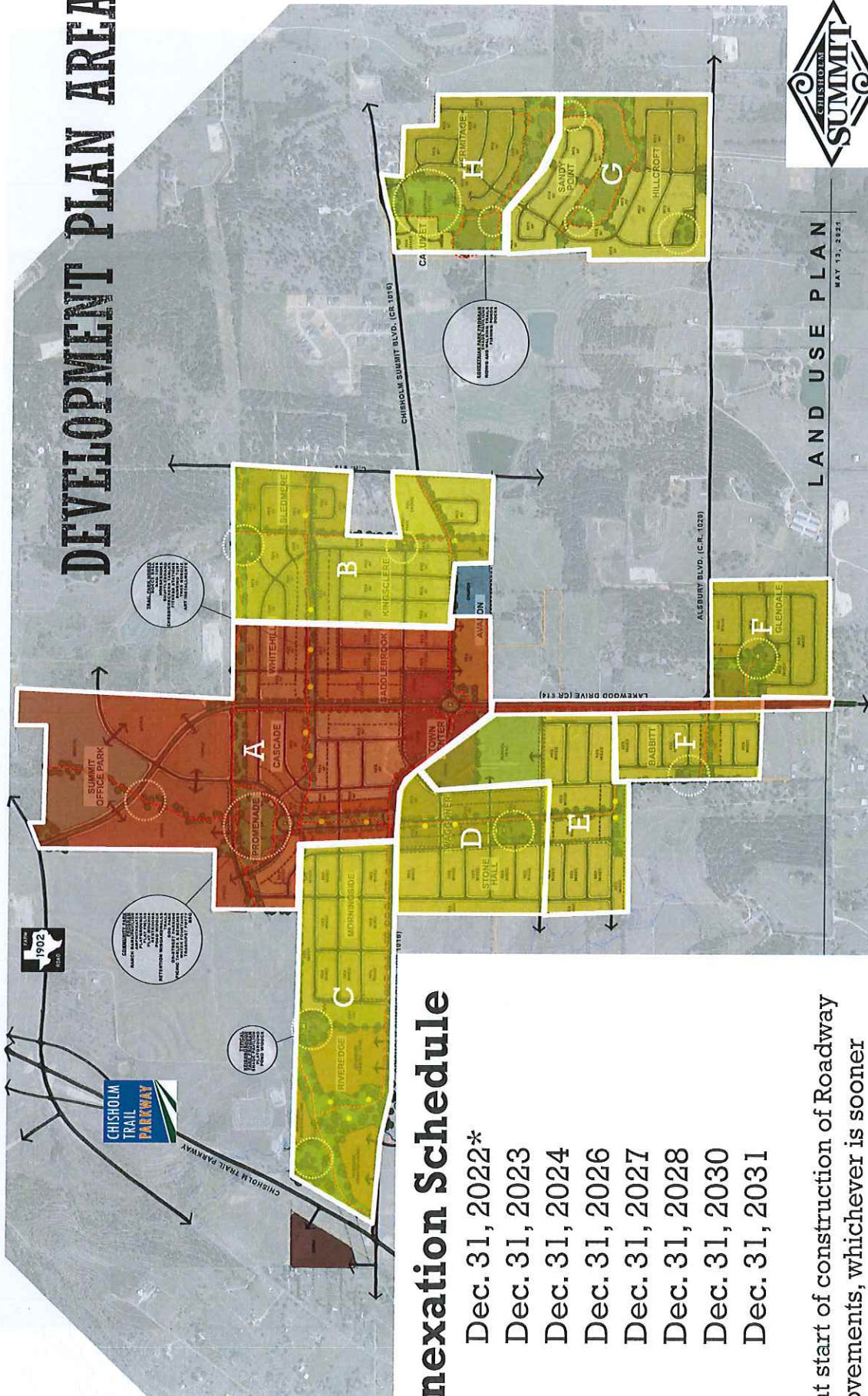


Exhibit F
Sewer Improvements

Exhibit G
Annexation Plan/Development Sections

DEVELOPMENT PLAN AREAS



LAND USE PLAN
MAY 13, 2024

Annexation Schedule

- A - Dec. 31, 2022*
- B - Dec. 31, 2023
- C - Dec. 31, 2024
- D - Dec. 31, 2026
- E - Dec. 31, 2027
- F - Dec. 31, 2028
- G - Dec. 31, 2030
- H - Dec. 31, 2031

*OR at start of construction of Roadway Improvements, whichever is sooner

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: April 9, 2024

SUBJECT:

Chisholm Summit at 9517 CR 1016 (Case 23-229): Hold a public hearing and consider approval of an ordinance for a zoning change request from defaulted "A", Agriculture and "PD" Planned Development District to "PD" Planned Development District for the Chisholm Summit master planned community. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On August 21, 2023, an application was submitted by Justin Bond representing RA Development, LTD. on behalf of Rocky Bransom (owner) for a zoning change request of approximately 322.775 acres total for Chisholm Summit; to include 88.471 acres that are part of an concurrent annexation request (Case 23-375).

DEVELOPMENT OVERVIEW:

This site is part of a previously approved 380 agreement for the Chisholm Summit Master Planned Community. Approximately 88.471 acres of the land incorporated in this request are currently in the ETJ and upon approval of annexation (Case 23-375) the property would be assigned a default zoning of A, Agriculture. The annexation request is currently scheduled to go concurrently with this zoning request before City Council on May 6, 2024.

230.919 acres are currently zoned PD, Planned Development and would be rezoned along with the annexation area of 88.471 to the PD, Planned Development attached as Exhibits 3 and 4. The development standards are the same as the previously approved PD with one change to clarify minimum front yard setback requirements for SFR-60 lots.

The change clarifies that the minimum front yard setback for SFR-60 will be 20 feet when mixed within the same block as SFR-A, SFR-40, or SFR-56 lots. The minimum setback for SFR-60 shall be 25 feet when mixed within the same block as SFR-70, SFR-80, or SFRE lots. This change is to ensure safe visibility and setback consistency when lot types are mixed along the same block. The proposed PD zoning conforms to the requirements of the approved 380 agreement (CSO# 1775-06-2021) attached as Exhibit 5.

This site is designated in the Comprehensive Plan as Neighborhoods.

This land use category is intended for predominantly traditional single-family residential developments, but does allow for a mix of densities, lot sizes, housing stock, and styles as appropriate. Neighborhoods should have increased pedestrian connectivity that includes sidewalks, trails, and greenbelts.

Staff supports a Planned Development zoning for a master planned community as it provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.

Engineering:

Platting and civil engineering, reviews will be required prior to the development of the site. Sanitary sewer extension will be required to the site prior to development as well.

RECOMMENDATION:

Approval of an ordinance for the zoning change.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

April 9, 2024 – Planning and Zoning Commission recommended approval

Oct. 3, 2022 – City Council approved the PD zoning for Chisholm Summit.

Oct. 3, 2022 – City Council approved the Annexation of Phase A for Chisholm Summit

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](http://www.cityofburlleson.com/development-services/zoning-districts)

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Director of Development Services
tmcilwain@burllesontx.com
817-426-9684

Chisholm Summit PD

Location:

- 9517 CR 1016
- 322.775 acres

Applicant:

Justin Bond (RA Development)
Rocky Bransom

Item for approval:

Zoning Change (Case 23-229)

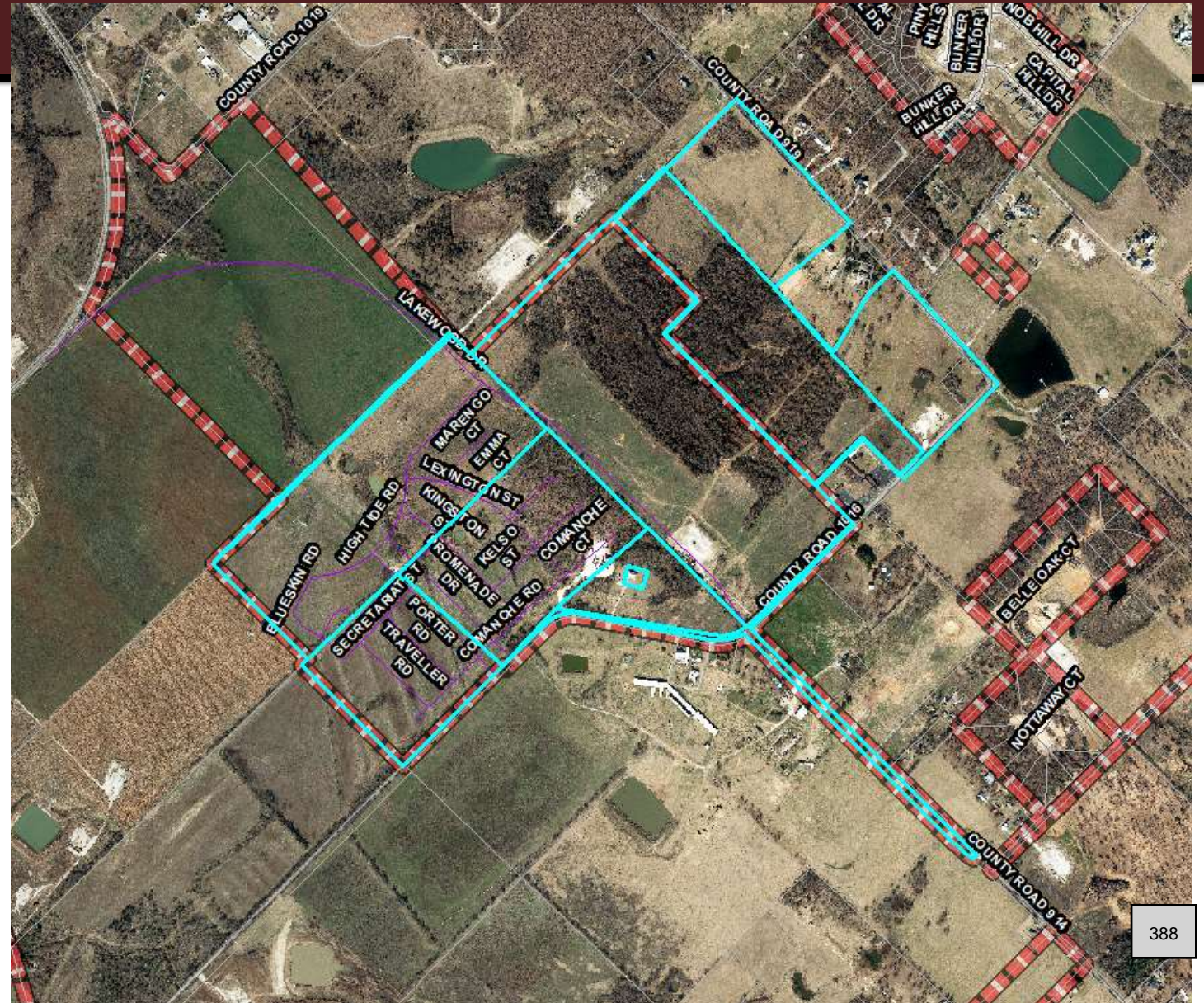


Chisholm Summit PD

In 2022, the City annexed 234.304 acres for this project. For this rezoning request, the development standards are the same as the previously approved PD with one change to clarify minimum front yard setback requirements for SFR-60 lots.

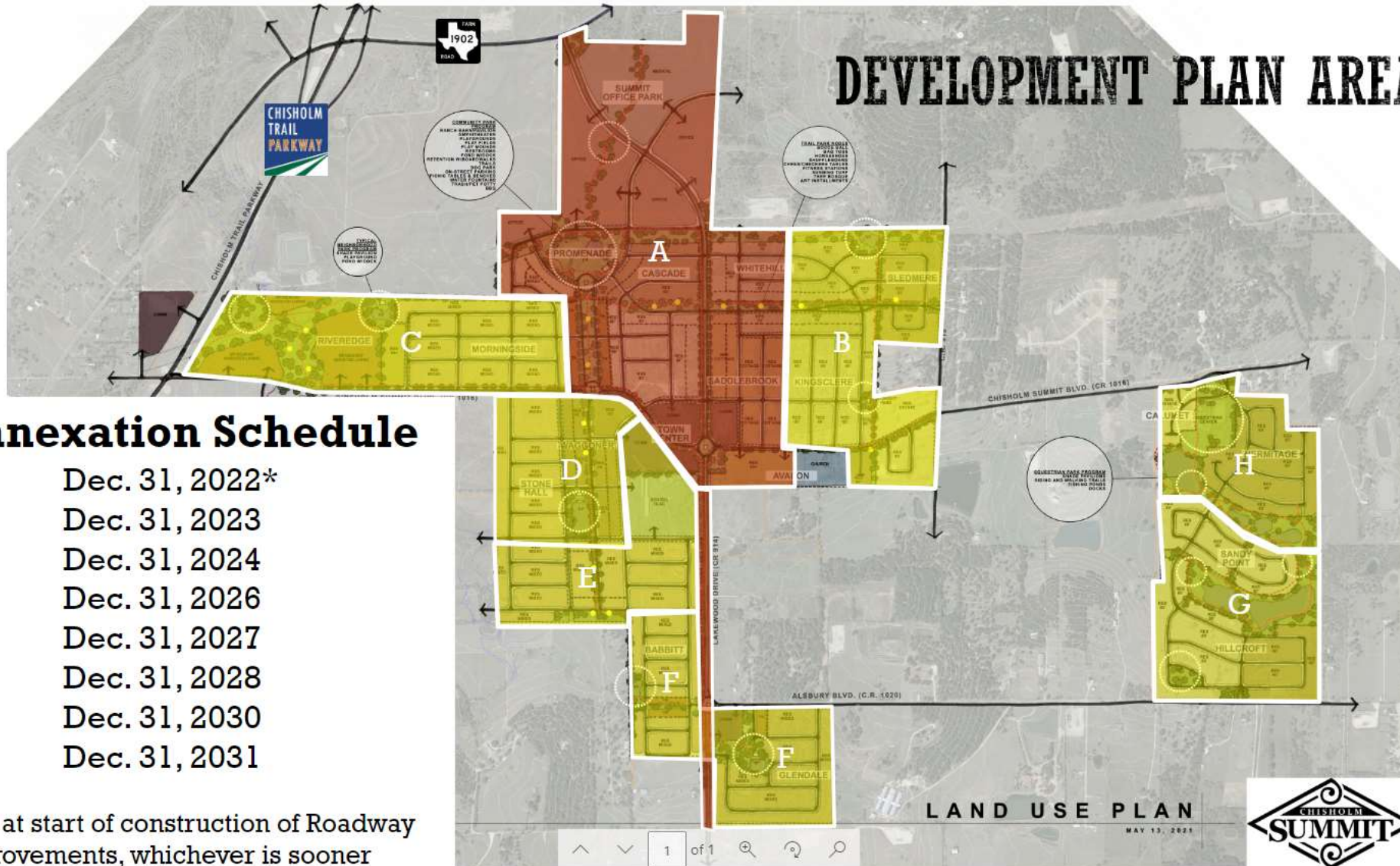
The change clarifies that the minimum front yard setback for SFR-60 will be 20 feet when mixed within the same block as SFR-A, SFR-40, or SFR-56 lots.

The minimum setback for SFR-60 shall be 25 feet when mixed within the same block as SFR-70, SFR-80, or SFRE lots. This change is to ensure safe visibility and setback consistency when lot types are mixed along the same block.



Chisholm Summit PD

DEVELOPMENT PLAN AREAS



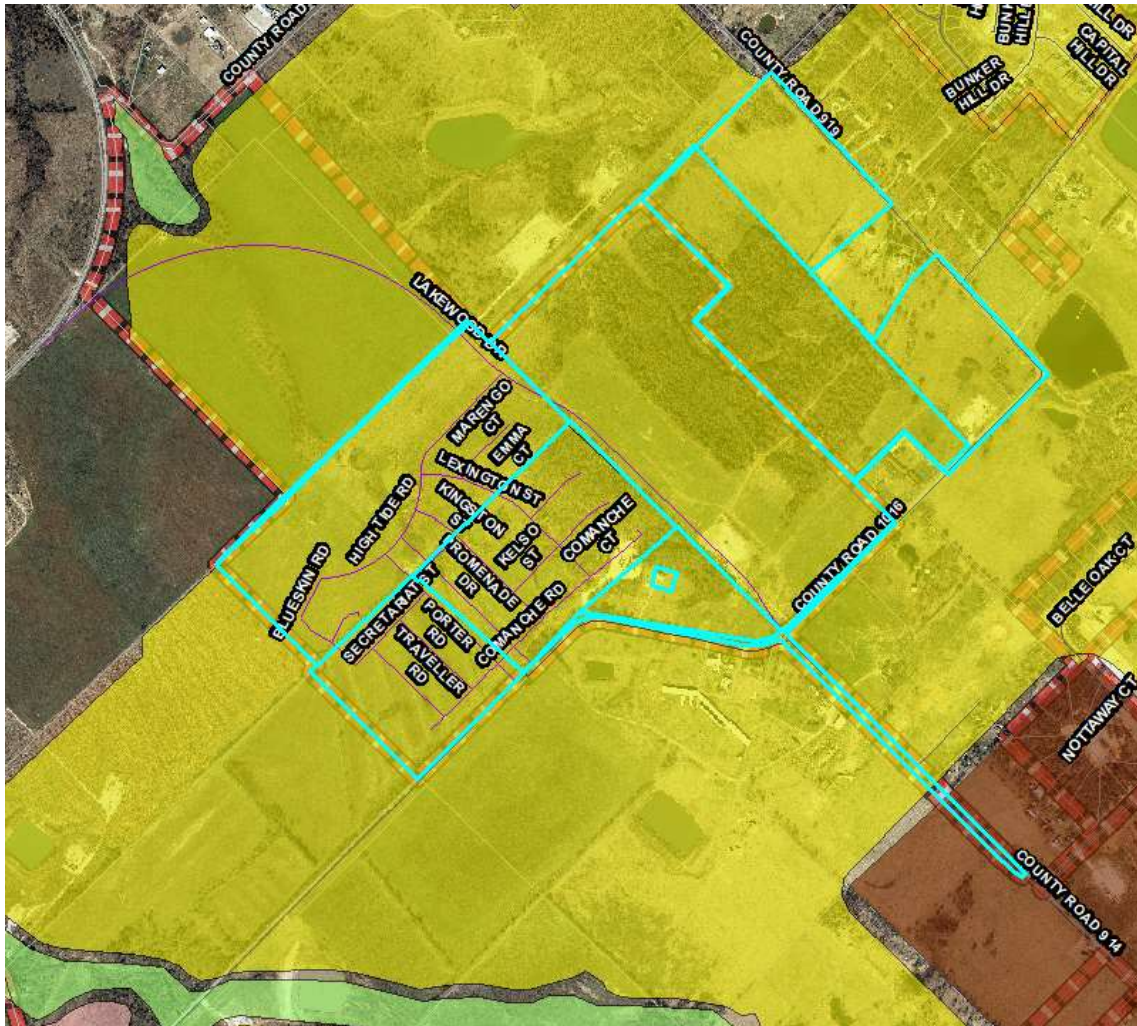
Annexation Schedule

- A – Dec. 31, 2022*
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*OR at start of construction of Roadway Improvements, whichever is sooner

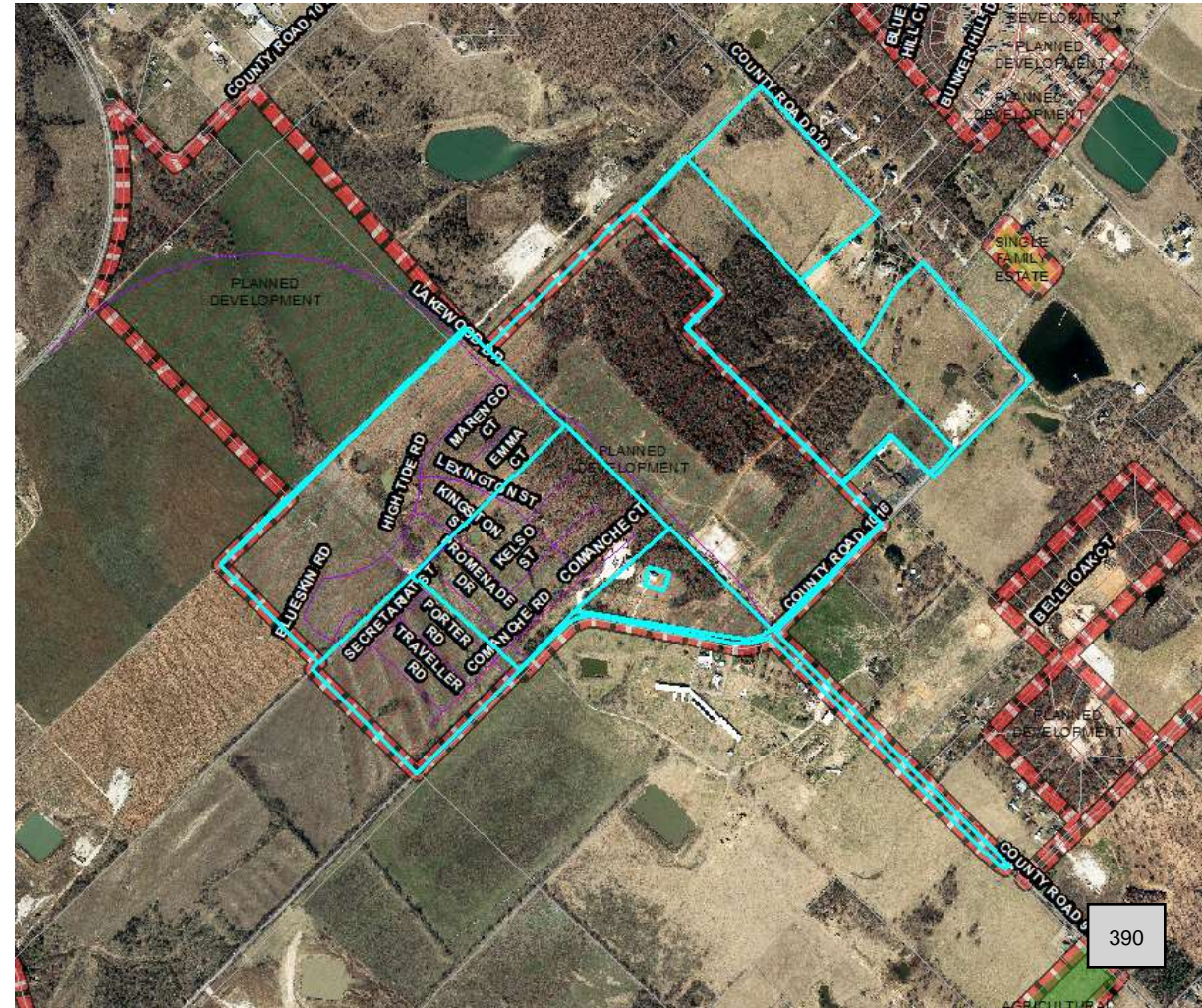
Comprehensive Plan

Neighborhoods



Zoning

PD and ETJ (Defaults to AG)

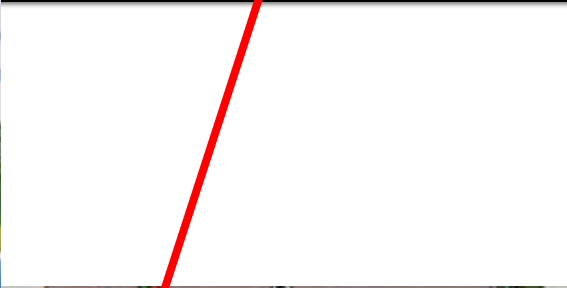


Chisholm Summit PD

Lot Type	Underlying Standards	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range
Townhomes SFR-A	PD Section V-3	25'	2500	1000	175	2.16%	0 – 5%
40' Res. Patio (SFR-40)	PD Section V-4	40'	4000	1200	545	15.00%	0 - 15%
56' Res. Cottage (SFR-56)	PD Section V-5	56'	6500	1400	315	11.51%	0 - 15%
60' Res. Traditional (SFR-60)	PD Section V-6	60'	7200	2000	710	28.73%	0 - 40%
70' Res. Traditional (SFR-70)	PD Section V-7	70'	8400	2200	155	7.32%	0 – 15%
80' Res. Traditional (SFR-80)	PD Section V-8	80'	9600	2500	320	17.26%	10% - No Max
Estate (SFRE)	PD Section V-9	100'	12000	2800	45	3.03%	0% - No Max
55+ Residential (SF-AA)	PD Section V-10	50	5000	1100	355	9.98%	0 – 10%
MF/Senior Residential (MF)	PD Section V-11	N/A	1500	n/a	595	5.02%	0 – 10%



Community Park



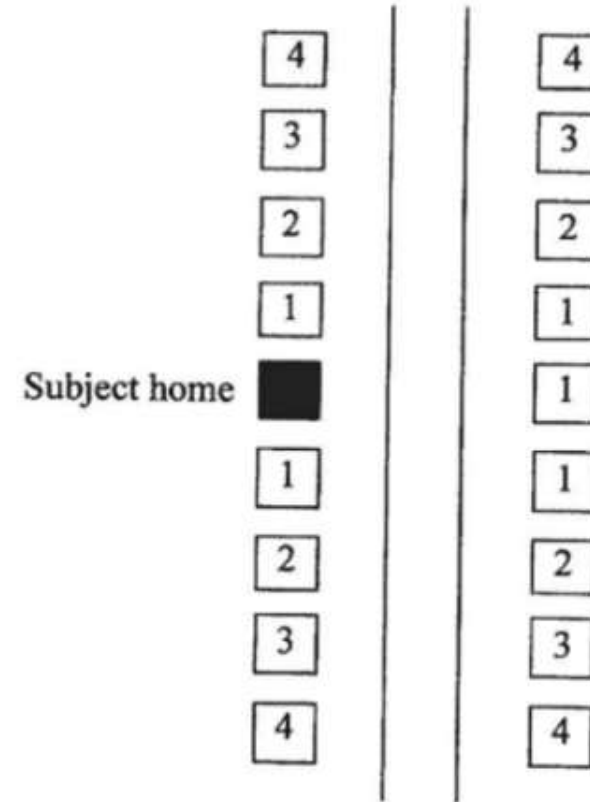
Community Park West



Community Park East

Chisholm Summit PD

Anti-monotony standards

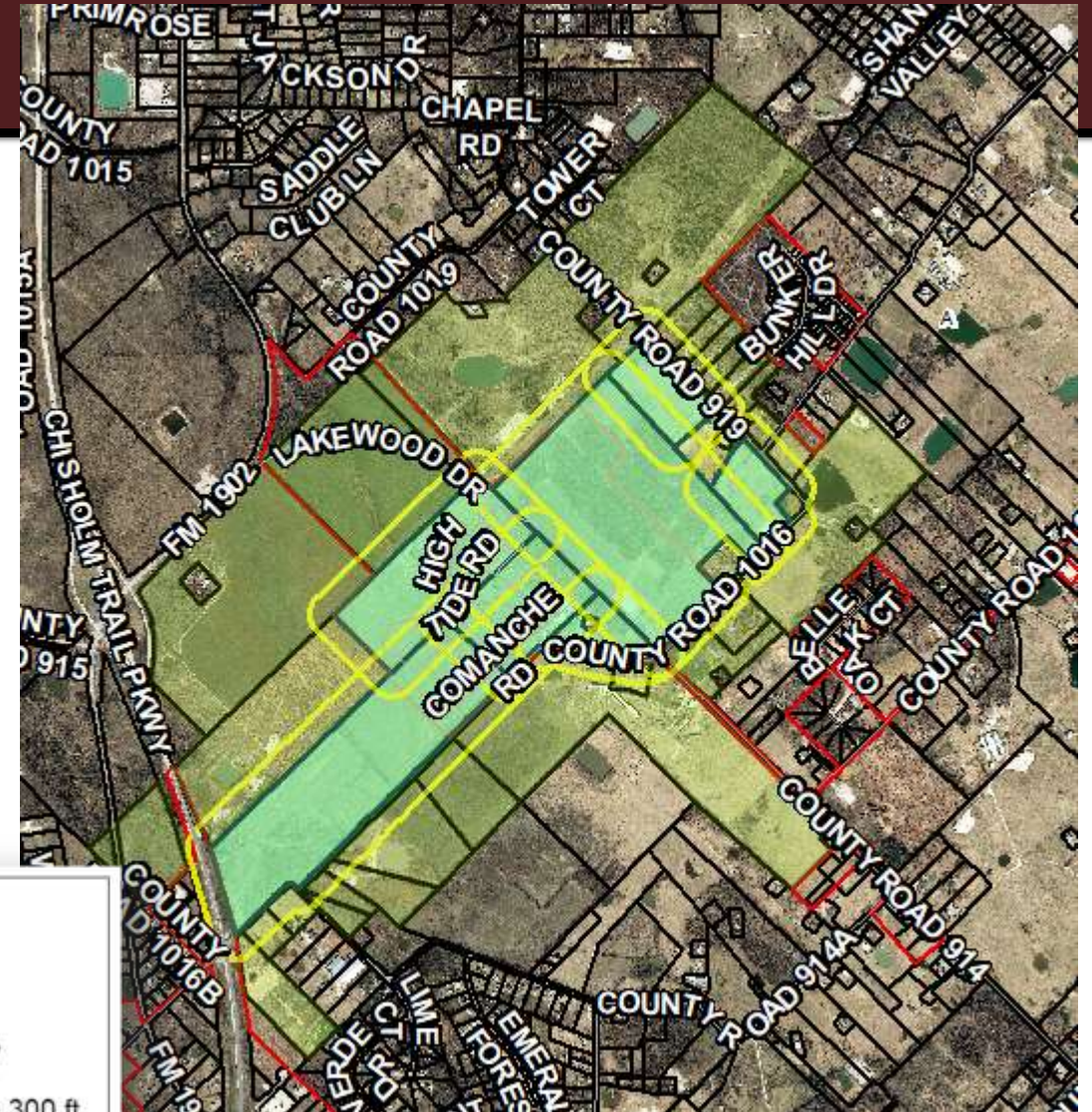


- 1** Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package.
- 2** Home cannot be of the same elevation of the same plan as the subject home. Cannot be the identical color package as the Subject home but may have the same brick.
- 3** Home may be of the same plan and elevation as the Subject home, but must be a different color package
- 4** May be identical to subject home


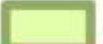
Chisholm Summit PD

Public Hearing Notice
Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper
Signs Posted on the property



Legend

-  300 ft. Buffer
-  Subject Property
-  Properties within 300 ft.
-  Burleson

Chisholm Summit PD

P&Z Summary

Vote

Recommended approval unanimously

Discussion

None

Speakers

None

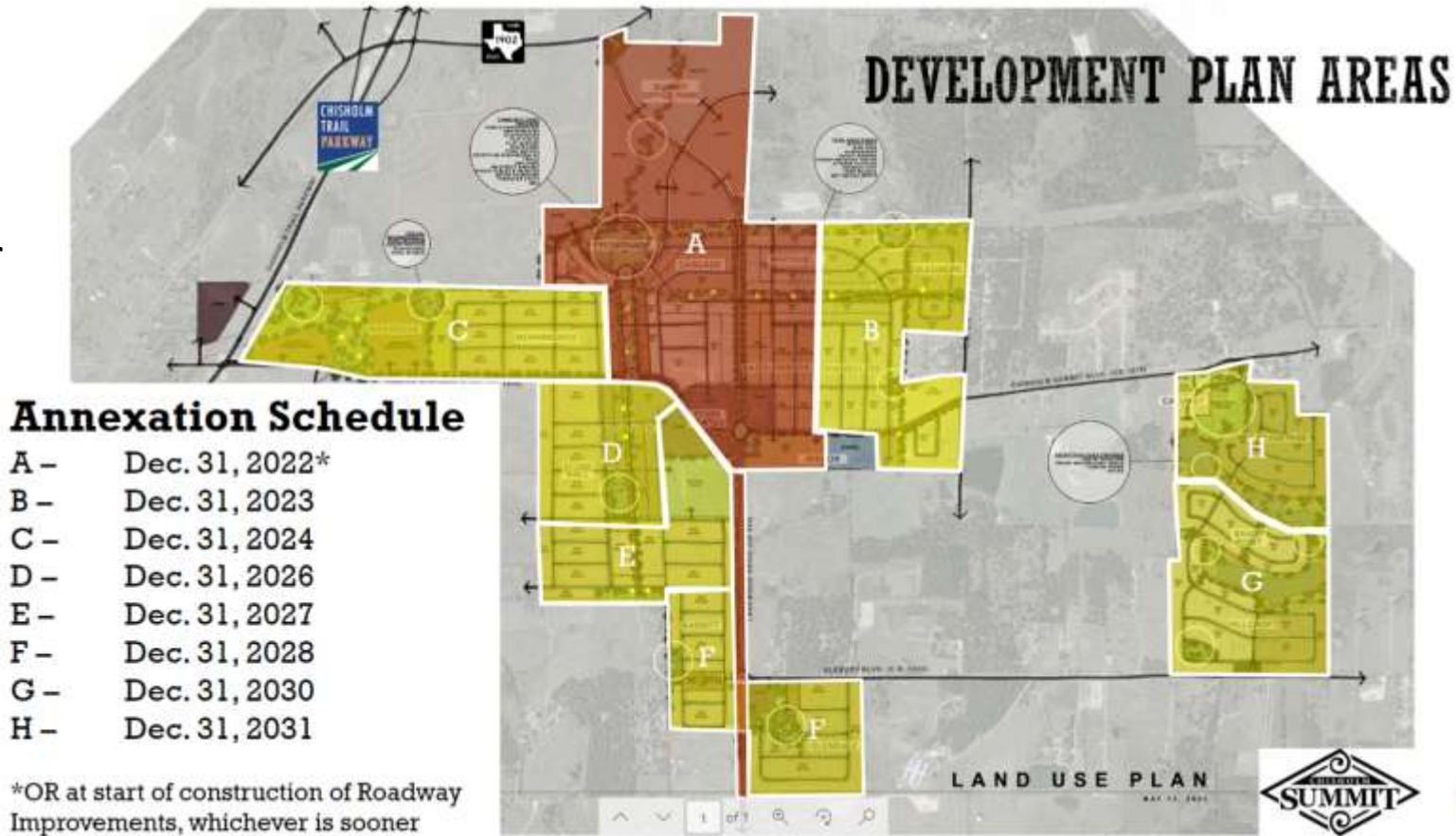
Applicant was present



Chisholm Summit PD

Staff's Recommendation

- Staff recommends approval of the zoning ordinance due to:
- Planned Development zoning for a master planned community provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 322.775 ACRES TOTAL; 230.919 OF SAID ACRES BEING A TRACT OF LAND RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T., TOGETHER WITH A 53.344 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-22716, D.R.J.C.T., AND TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., IN ADDITION TO A TRACT OF LAND CONVEYED TO JACKSON FAMILY TRUST D AND DESCRIBED AS TRACT THREE IN THAT DEED RECORDED IN INSTRUMENT NO. 2010-230, D.R.J.C.T., FROM THE “PD” PLANNED DEVELOPMENT TO “PD” PLANNED DEVELOPMENT, AND 88.471 ACRES OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24940 D.R.J.C.T., AND A PORTION OF LAND CONVEYED TO ALTA BURL LP, IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., TOGETHER WITH THE 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24936, D.R.J.C.T, DEED RECORDS, JOHNSON COUNTY, TEXAS FROM DEFAULTED “A”, AGRICULTURE TO “PD” PLANNED DEVELOPMENT DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the “Zoning Ordinance and Map”); and

WHEREAS, an application for a zoning change was filed by **Justin Bond representing RA Development** on **August 21, 2023**, under **Case Number 23-229**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing

CHISHOLM SUMMIT PD ORDINANCE

on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted 6 to 0 to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of defaulted **Agriculture (A) and Planned Development (PD)** to **Planned Development (PD)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of defaulted **Agriculture (A)**, and **Planned Development (PD)**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

Section 1 MAP AND ZONING

AMENDMENT

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described by the metes and bounds attached as **Exhibit A**, by changing the zoning of said property from A, Agricultural and PD, Planned Development district to the PD, Planned Development district.

**Section 2
DEVELOPMENT STANDARDS**

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances, as amended, except to the extent modified by the Development Standards attached as Exhibit B.

Section 3.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 4.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 5.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7.

CHISHOLM SUMMIT PD ORDINANCE

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 8.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

DESCRIPTION OF PROPERTY

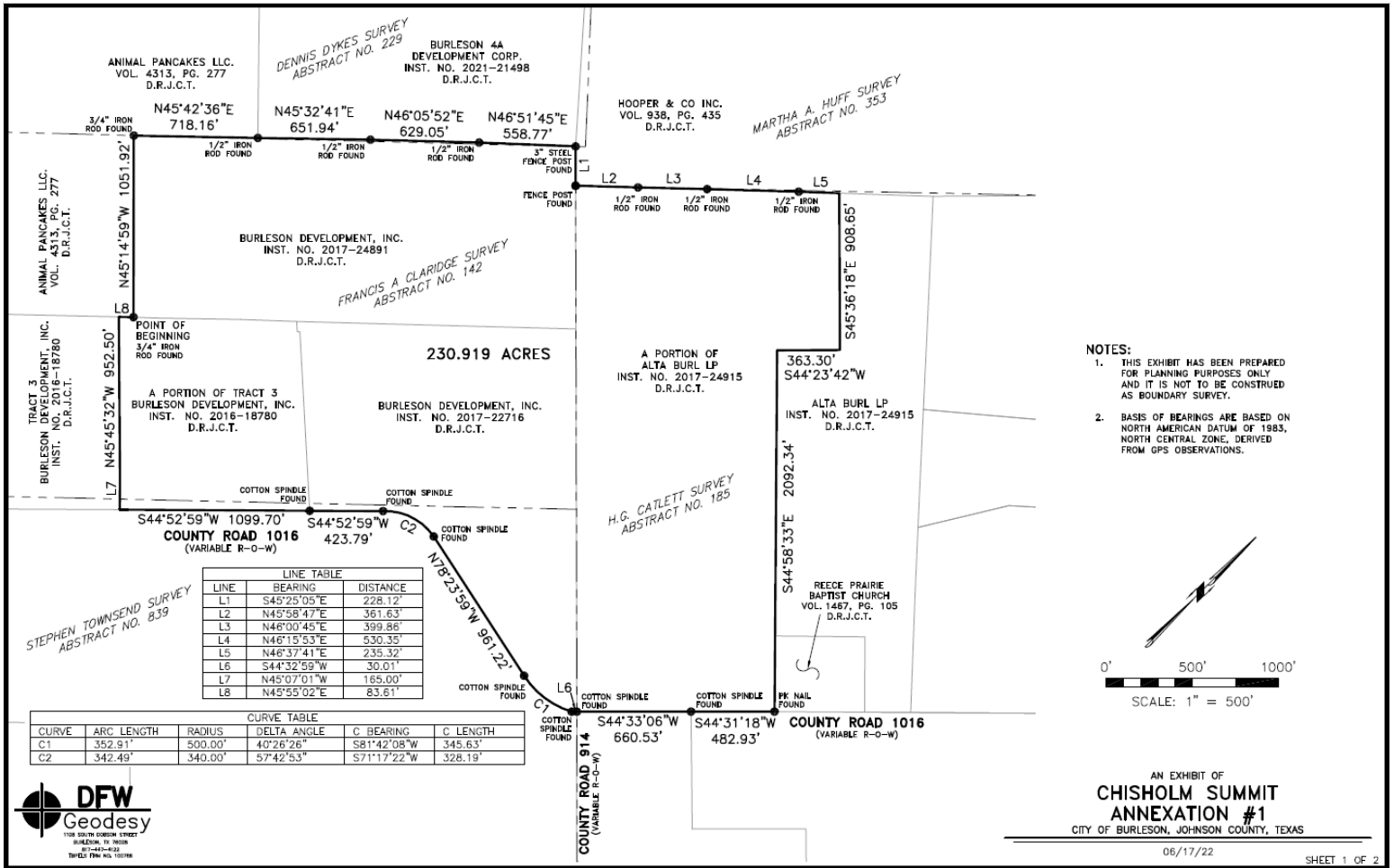


EXHIBIT "A"
(Continued)

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE FRANCIS A. CLARIDGE SURVEY, ABSTRACT NO. 142, THE H.G. CATLETT SURVEY, ABSTRACT NO. 185, AND IN THE STEPHEN TOWNSEND SURVEY, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS, (D.R.J.C.T.), TOGETHER WITH A 62.131 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T., TOGETHER WITH A 53.344 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-22716, D.R.J.C.T., AND TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 62.131 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 45°14'59" W ALONG THE SOUTHWESTERLY LINE OF SAID 62.131 ACRE TRACT, A DISTANCE OF 1051.92 FEET TO A 3/4" ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 62.131 ACRE TRACT;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 62.131 ACRE TRACT THROUGH THE FOLLOWING FOUR COURSES;

N 45°42'36" E, A DISTANCE OF 718.16 FEET TO A 1/2" IRON ROD FOUND;

N 45°32'41" E, A DISTANCE OF 651.94 FEET TO A 1/2" IRON ROD FOUND;

N 45°05'52" E, A DISTANCE OF 629.05 FEET TO A 1/2" IRON ROD FOUND;

N 46°51'45" E, A DISTANCE OF 558.77 FEET TO A 3" STEEL FENCE POST FOUND FOR THE MOST NORTHERLY CORNER OF SAID 62.131 ACRE TRACT;

THENCE S 45°25'05" E ALONG THE NORTHEASTERLY LINE OF SAID 62.131 ACRE TRACT, A DISTANCE OF 228.12 FEET TO A FENCE POST FOUND FOR THE MOST WESTERLY CORNER OF SAID 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 133.323 ACRE TRACT THROUGH THE FOLLOWING FOUR COURSES;

N 45°58'47" E, A DISTANCE OF 361.63 FEET TO A 1/2" IRON ROD FOUND;

N 46°00'45" E, A DISTANCE OF 399.86 FEET TO A 1/2" IRON ROD FOUND;

N 46°15'53" E, A DISTANCE OF 530.35 FEET TO A 1/2" IRON ROD FOUND;

N 46°37'41" E, A DISTANCE OF 235.32 FEET TO A 1/2" IRON ROD FOUND;

THENCE LEAVING SAID NORTHWESTERLY LINE S 45°36'18" E, A DISTANCE OF 908.65 FEET TO A POINT;

THENCE S 44°23'42" W, A DISTANCE OF 363.30 FEET TO A POINT;

THENCE S 44°58'33" E, A DISTANCE OF 2092.34 FEET TO A PK NAIL FOUND IN COUNTY ROAD 1016 (VARIABLE R-O-W) AND IN THE SOUTHEASTERLY LINE OF SAID 133.323 ACRE TRACT FOR THE MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED TO REECE PRAIRIE BAPTIST CHURCH IN THAT DEED RECORDED IN VOLUME 1467, PAGE 105, D.R.J.C.T.;

THENCE S 44°31'18" W CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD, A DISTANCE OF 482.93 FEET TO A COTTON SPINDLE FOUND;

CHISHOLM SUMMIT PD ORDINANCE

EXHIBIT "A"
(Continued)

THENCE S 44°33'06" W, A DISTANCE OF 660.53 FEET TO A COTTON SPINDLE FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 133.323 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF SAID 53.344 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-22716, D.R.J.C.T.;

THENCE S 44°32'59" W ALONG THE SOUTHERLY LINE OF SAID 53.344 ACRE TRACT AND CONTINUING ALONG SAID COUNTY ROAD 1016, A DISTANCE OF 30.01 FEET TO A COTTON SPINDLE FOUND AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 500.00 FEET, WHOSE LONG CHORD BEARS S 81°42'08" W, 345.63 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°26'26", AN ARC LENGTH OF 352.91 FEET TO A POINT;

THENCE N 78°23'59" W, A DISTANCE OF 961.22 FEET TO A COTTON SPINDLE FOUND AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 340.00 FEET, WHOSE LONG CHORD BEARS S 71°17'22" W, 328.19 FEET;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°42'53", AN ARC LENGTH OF 342.49 FEET TO A COTTON SPINDLE FOUND;

THENCE S 44°52'59" W, A DISTANCE OF 423.79 FEET TO A COTTON SPINDLE FOUND IN SAID COUNTY ROAD 1016 FOR THE MOST SOUTHERLY CORNER OF SAID 53.344 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 44°52'59" W ALONG THE SOUTHEASTERLY LINE SAID TRACT 3 AND ALONG SAID COUNTY ROAD 1016, A DISTANCE OF 1099.70 FEET TO A POINT;

THENCE LEAVING SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD 1016 N 45°45'32" W, A DISTANCE OF 952.50 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID TRACT 3;

THENCE N 45°55'02" E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 83.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 230.919 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"
(Continued)

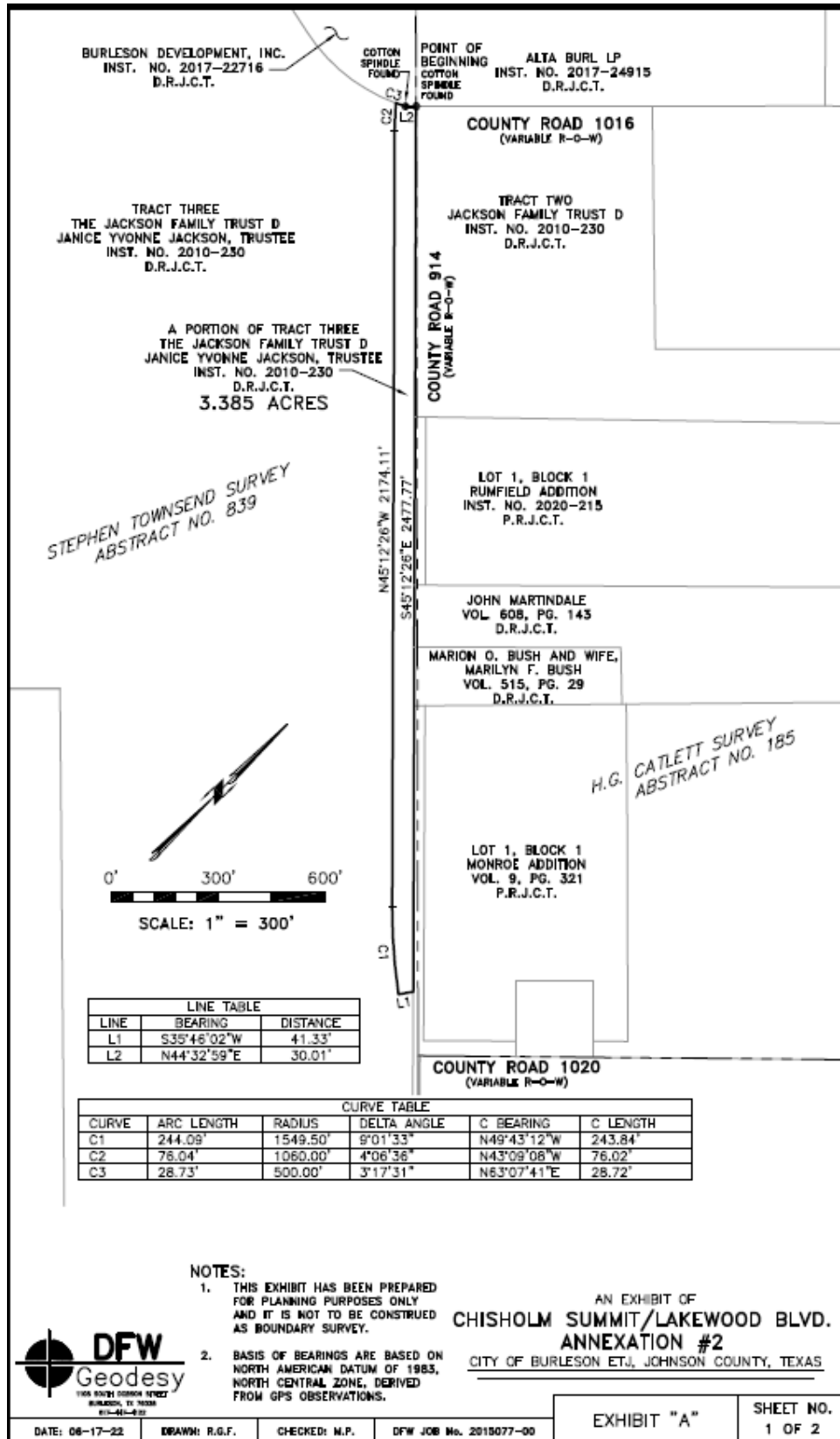


EXHIBIT "A"
(Continued)

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE STEPHEN TOWNSEND SURVEY, ABSTRACT NO. 839, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACKSON FAMILY TRUST D AND DESCRIBED AS TRACT THREE IN THAT DEED RECORDED IN INSTRUMENT NO. 2010-230, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE FOUND IN THE INTERSECTION OF COUNTY ROAD 1016 (VARIABLE R-O-W) AND COUNTY ROAD 914 (VARIABLE R-O-W) FOR THE MOST NORTHEASTERLY CORNER OF SAID TRACT THREE;

THENCE LEAVING SAID INTERSECTION S 45°12'26" E ALONG SAID COUNTY ROAD 914 AND ALONG THE NORTHEASTERLY LINE OF SAID TRACT THREE, A DISTANCE OF 2477.77 FEET TO A POINT;

THENCE S 35°46'02" W LEAVING SAID COUNTY ROAD AND SAID NORTHEASTERLY LINE, A DISTANCE OF 41.33 FEET TO A POINT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1549.50 FEET, WHOSE LONG CHORD BEARS N 49°43'12" W, 243.84 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°01'33", AN ARC LENGTH OF 244.09 FEET TO A POINT;

THENCE N 45°12'26" W, A DISTANCE OF 2174.11 FEET TO A POINT AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1060.00 FEET, WHOSE LONG CHORD BEARS N 43°09'08" W, 76.02 FEET;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°06'36", AN ARC LENGTH OF 76.04 FEET TO A POINT IN SAID COUNTY ROAD 1016 AND IN THE NORTHERLY LINE OF SAID TRACT THREE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET, WHOSE LONG CHORD BEARS N 63°07'41" E, 28.72 FEET;

THENCE ALONG SAID COUNTY ROAD AND SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°17'31", AN ARC LENGTH OF 28.73 FEET TO A COTTON SPINDLE FOUND;

THENCE N 44°32'59" E, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.385 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"
(Continued)

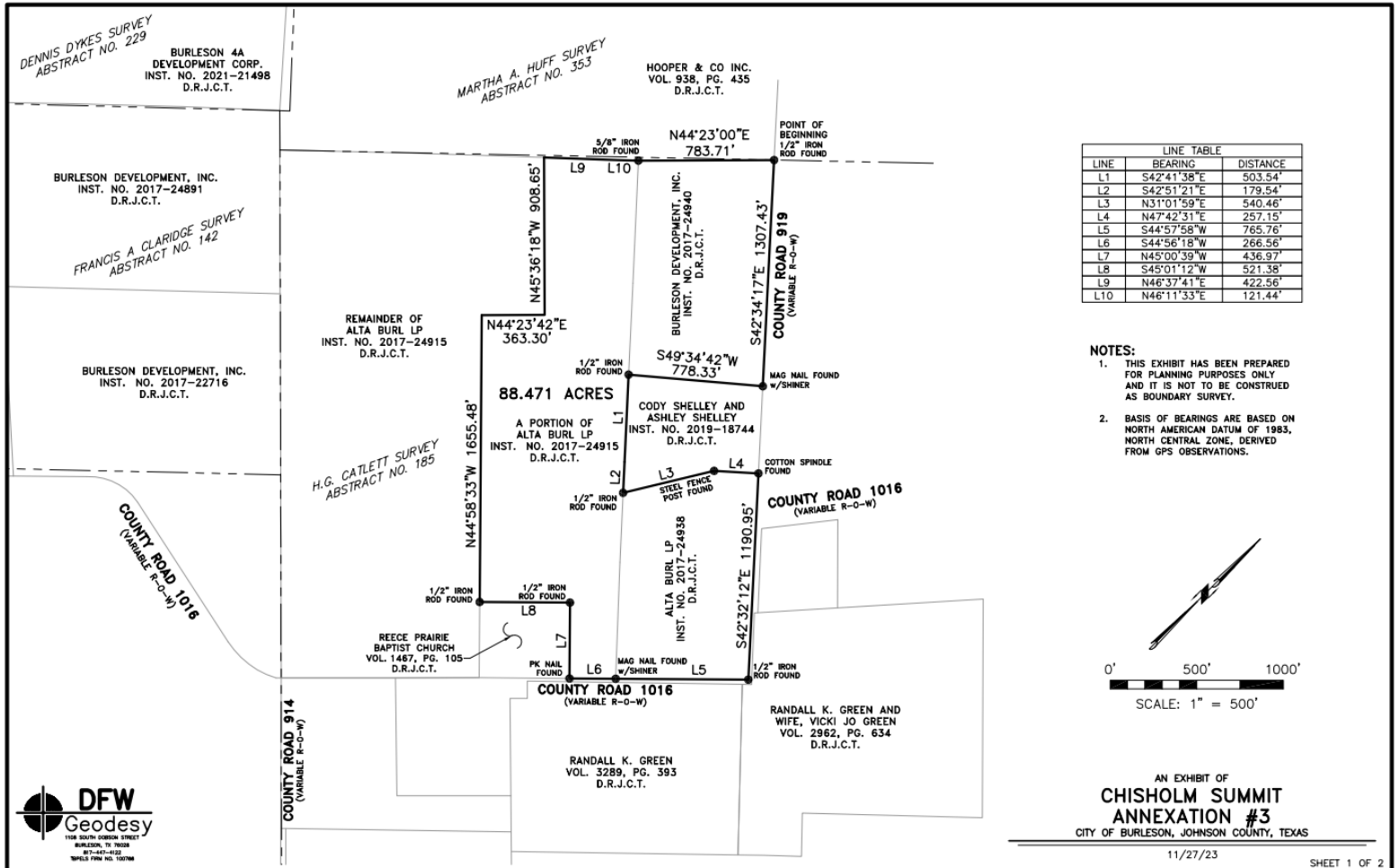


EXHIBIT "A"
(Continued)

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 185, JOHNSON COUNTY, TEXAS, BEING A TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY, TEXAS, (D.R.J.C.T.), TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., TOGETHER WITH ALL OF THAT 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24938, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN COUNTY ROAD 919 (VARIABLE R-O-W) AND FOR THE MOST NORTHERLY CORNER OF SAID BURLESON DEVELOPMENT, INC., TRACT;

THENCE ALONG SAID COUNTY ROAD S 42°34'17" E, A DISTANCE OF 1307.43 FEET TO A MAG NAIL FOUND WITH SHINER FOR THE MOST NORTHERLY CORNER OF A TRACT OF LAND CONVEYED TO CODY SHELLY, AND ASHLEY SHELLY IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-18744, D.R.J.C.T.;

THENCE ALONG THE NORTHERLY LINE OF SAID SHELLEY TRACT S 49°34'42" W, A DISTANCE OF 778.33 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY LINE OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID SHELLEY TRACT;

THENCE ALONG SAID NORTHEASTERLY LINE AND THE SOUTHWESTERLY LINE OF SAID SHELLY TRACT S 42°41'38" E, A DISTANCE OF 503.54 FEET TO A POINT;

THENCE S 42°51'21" E, A DISTANCE OF 179.54 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID SHELLEY TRACT;

THENCE LEAVING SAID NORTHEASTERLY LINE N 31°01'59" E ALONG THE SOUTHEASTERLY LINE OF SAID SHELLY TRACT, A DISTANCE OF 540.46 FEET TO A STEEL POST FOUND;

THENCE N 47°42'31" E, A DISTANCE OF 257.15 FEET TO A COTTON SPINDLE FOUND IN SAID COUNTY ROAD 919 (VARIABLE R-O-W) FOR THE MOST EASTERLY CORNER OF SAID SHELLY TRACT AND FOR THE MOST NORTHERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE ALONG SAID COUNTY ROAD, ALONG COUNTY ROAD 1016 (VARIABLE R-O-W) AND ALONG THE NORTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 42°32'12" E, A DISTANCE OF 1190.95 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD 1016 AND ALONG THE SOUTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 44°57'58" W, A DISTANCE OF 765.76 FEET TO A MAG NAIL FOUND WITH A SHINER FOR THE MOST SOUTHERLY CORNER OF SAID 20.503 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF SAID 133.323 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD AND THE SOUTHEASTERLY LINE OF SAID 133.323 ACRE TRACT S 44°56'18" W, A DISTANCE OF 266.56 FEET TO A PK NAIL FOUND FOR THE MOST WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO REECE PRAIRIE BAPTIST CHURCH RECORDED IN VOLUME 1467, PAGE 105 D.R.J.C.T. ;

THENCE LEAVING SAID COUNTY ROAD N 45°00'39" W ALONG THE NORTHEASTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 436.97 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE S 45°01'12" W ALONG THE NORTHWESTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 521.38 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE LEAVING SAID WESTERLY CORNER AND SAID SOUTHEASTERLY LINE N 44°58'33" E, A DISTANCE OF 1655.48 FEET TO A POINT;

THENCE N 44°23'42" E, A DISTANCE OF 363.30 FEET TO A POINT;

EXHIBIT "A"
(Continued)

THENCE N 45°36'18" W, A DISTANCE OF 908.65 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO HOOPER & CO INC. IN THAT DEED RECORDED IN VOLUME 938, PAGE 435 D.R.J.C.T. AND IN THE NORTHWESTERLY LINE OF SAID 133.323 ACRE TRACT;

THENCE ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°37'41" E, A DISTANCE OF 422.56 FEET TO A POINT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°11'33" E A DISTANCE OF 121.44 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID BURLESON DEVELOPMENT, INC. TRACT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND THE NORTHWESTERLY LINE OF SAID BURLESON DEVELOPMENT, INC. TRACT N 44°23'00" E, A DISTANCE OF 783.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.471 ACRES OF LAND MORE OR LESS.

EXHIBIT “B”

**CHISHOLM SUMMIT
DEVELOPMENT STANDARDS**

I. GENERAL

1. Chisholm Summit is a mixed-use community purposefully designed to facilitate quality development and livability. Generous common open space is distributed throughout the community in the form of natural areas, over 90 acres of dedicated parkland, ten miles of interconnecting trail system, commercial areas, and other amenities. Initial phases known as Development Area “A” and “B” is comprised of approximately 170 acres with approximately 20 acres of dedicated parkland and trails, and the amenities as dictated herein.
2. Chisholm Summit is to be a master-planned community of approximately 823 acres on the west side of the City of Burleson near the Chisholm Trail Parkway and will be developed to include over 3,000 high-quality residential units. These standards apply to the current and all future phases of the Chisholm Summit development; however as future developments are annexed into the City of Burleson; staff and the Developer understand that changes may be evaluated and recommended.
3. Multifamily, MF/Senior Residential will not be developed in the initial phases (Development Area “A” and “B”). Specific multifamily standards will be incorporated and adopted by City Council in a future phase and revision to these standards.
4. Chisholm Summit is to be neighbored by Hooper Business Park, a development of the Burleson 4A Economic Development Corporation focused on attracting new jobs to the City through a professional office park setting.
5. The developers and land owners of the area comprising Chisholm Summit executed a Chapter 380 Development Agreement approved by City Council on June 7, 2021, which is recorded as CSO #1775-06-2021 (referred to herein as the “Development Agreement” or the “Agreement” and attached as Ordinance Exhibit “D”). The proposed development shall be in accordance with the provisions of the approved Planned Development District and that all approved Development Plans shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.
6. The terms and phrases used herein shall have the same definitions and meanings as provided in the Development Agreement; however, any term specifically defined herein shall supersede and take precedence over any definition in the Development Agreement.

II. ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

1. All City ordinances are applicable unless otherwise specified in the Development Agreement or this Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement. Any concept plans included with these development regulations does not supersede the engineering design requirements contained with the City’s Code of Ordinances unless otherwise explicitly stated herein or a waiver has been granted by City Council
2. All state and federal regulations will apply. Consideration will be made for the application of updated City ordinances with updates to Planned Development Ordinances.
3. In the event a provision is not specified in the Agreement or this Planned Development Ordinance the City’s ordinances apply. In the event of a conflict between the Agreement or the Planned Development Ordinance and the City’s ordinances, the Agreement or the Planned Development Ordinance apply. In the event of a conflict between the Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

III. PROCESS

1. The Development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included in the Agreement for Planning and Zoning Commission and City Council review. The Development Plan(s) will be comprised of multiple phases (known as “Development Sections”) and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests.
3. Maintenance of Facilities. The Developer shall show evidence, with the filing of the final plat, that a homeowners’ association has been established and assigned the responsibility of the improvement and maintenance of all common areas and/or common facilities contained within the area of the development plan that is being platted.

IV. THEME

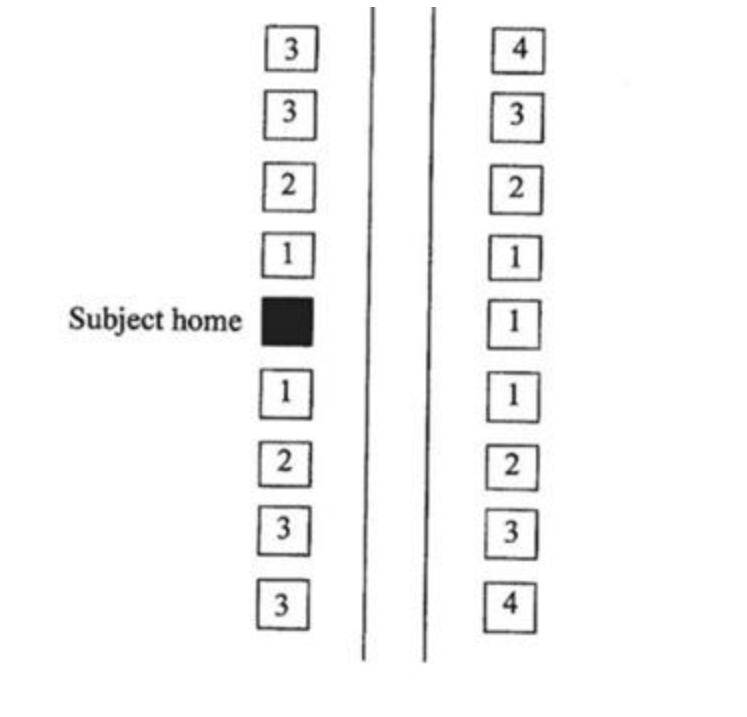
1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, lighting, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorial representations in the exhibits.

3. The general components of the theme can be described literally as:
 - a. “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
 - b. “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
 - c. “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

V. RESIDENTIAL LOT STANDARDS

1. General Requirements

- a. Single-family residential development in Chisholm Summit will adhere to one of the categories provided in this Section.
- b. All references to the Zoning Ordinance are the City of Burleson’s Code of Ordinances governing development in the associated categories at the time of the initial adoption of this Planned Development Ordinance.
- c. Landscaping requirements for single-family residential areas, except for those that state their own requirements, shall be:
 - i. Total landscape area, no less than 10 percent of lot area
 - ii. Five (5) plants (shrubs and/or groundcover per dwelling unit) with a minimum gallon size of 5.
 - iii. Two canopy trees at a minimum of 3 caliper inches. At a minimum one of the trees shall be located in the front yard
 - iv. 50 percent of all required landscape elements must be located in the front yard (area between the building and the street)
 - v. Landscaping shall be installed prior to final inspection approval for any dwelling unit.
- d. An exception to the strict compliance of these standards in this Ordinance may be allowed by City Council on a case-by-case basis when Applicant demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:
 - i. Is not contrary to the public interest;
 - ii. Does not cause injury to adjacent property;
 - iii. Does not materially adversely affect the quality of the development; and
 - iv. Is not inconsistent with the most recently adopted Concept Plan.
- e. Anti-monotony standards require that no dwelling with the same architectural elevation and color may be within three (3) lots of each other, as shown in the exhibit below.



- 1** Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package.
- 2** Home cannot be of the same elevation of the same plan as the subject home. Cannot be the identical color package as the Subject home but may have the same brick.
- 3** Home may be of the same plan and elevation as the Subject home, but must be a different color package.
- 4** May be identical to subject home.

2. Residential Use Categories

- a. Zoning regulations and districts for residential development are allowed for the following categories as described herein and, where applicable, as established in the City Code of Ordinances, Appendix B – Zoning, Article III – Zoning Districts, as adopted by City Council at the time of initial adoption of this Planned Development ordinance.
 - i. SFA-25, single-family attached townhomes
 - ii. SFR-40, single-family 40-ft residential patio
 - iii. SFR-56, single-family 56-ft residential cottage
 - iv. SFR-60, single-family 60-ft residential traditional
 - v. SFR-70, single-family 70-ft residential traditional
 - vi. SFR-80, single-family 80-ft residential traditional
 - vii. SFRE, single-family residential estate
 - viii. SF-AA, 55+ active-adult residential
 - ix. MF, multifamily / senior residential

3. Zoning Category – SFR-A, Single-Family Attached Townhomes

- a. General Description. The SFR-A single-family attached dwelling district is established to provide adequate space for medium-density, single-family attached type residential development.
- b. Underlying Standards. This district will adhere to the SFA zoning district as established by the City of Burleson Zoning Ordinance, Section 58, unless specifically altered in this section.
- c. Lot Dimension Calculation.
 - i. The average width of a lot may be calculated as the total width of all platted lots of the one-family attached dwelling complex contained within that block divided by the number of dwellings in the complex.
 - ii. The area of a lot may be calculated as the total square footage of all platted lots of the one-family attached dwelling complex divided by the number of dwellings in the complex for each block.
 - iii. The maximum width of a one-family attached dwelling complex utilizing this calculation shall be limited to 125 feet. The maximum number of dwellings shall be limited to five.
- d. Lot Size. The minimum area allowed per lot is 2500 square feet.
- e. Lot Coverage. The maximum coverage per lot is 70 percent.
- f. Lot Depth. The minimum depth allowed per lot is 100 feet.
- g. Building Height. The maximum height allowed is 40 feet.
- h. Units per Building. Maximum number of units per building is 5 units.
- i. Front Patio Area. A concrete patio area will be required including a fencing of the patio with maximum four-foot tall wood cedar fence (horizontal) or maximum four-foot tall black ornamental metal fence (vertical). Patio may be a maximum of 15-foot wide and 17-foot deep. Depth of front yard will be increased to twenty (20) feet for these units and patio may be placed in the front yard.
- j. Yard Area Requirements.
 - i. Front yard setback – 20 feet
 - ii. Side yard setback (interior lot) – 0 feet
 - iii. Side yard setback (exterior lot between buildings) – 5 feet
 - iv. Side yard setback (exterior lot street or alley corners) – 10 feet
 - v. Rear yard setback – 20 feet
 - vi. Garage door setback – 20 feet
 - vii. Front yard projections into setback – 3 feet

CHISHOLM SUMMIT PD ORDINANCE

- viii. Rear yard projections into setback – 2 feet
 - ix. Side yard projections into setback – 30 inches
 - x. Courtyard within front yard setback will be permitted to within 3 feet of front property line.
 - xi. Fencing within front yard setback will be permitted to within 3 feet of property line.
 - xii. Fencing to be provided at a maximum of 48” height.
 - xiii. Accessory trellis within front yard setback permitted to within 3 feet of property line.
 - xiv. Minimum lead sidewalk width will be 3 feet.
- k. Roof Pitch. A minimum roof pitch of 4:12 will be allowed. No minimum pitch is required for accent or dormer roofs.
- l. Landscaping. An ornamental tree (30 gallon) will be provided at a minimum of one (1) per dwelling unit and (1) canopy tree per complex (as defined above in section 3.c.iii). Three shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.
- m. Open Space. Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance.
- n. Exemptions. Dwellings in this category are exempt from the anti-monotony standards expressed in this Ordinance or any city ordinance.
- 4. Zoning Category – SFR-40, Single-family 40-ft Residential Patio**
- a. General Description. Single-family residential units typically classified as Patio or Garden Homes. Ingress/egress may be allowed, but is not required, from access drives or parking areas connecting to adjacent public or private alleys. Requirements for single-family development shall be governed by standards as described herein. Anything not addressed in this zoning category will follow regulations within the City of Burleson’s Zoning and Subdivision Ordinances. In the event of conflicts between these regulations and the City’s Ordinances, these regulations will apply.
 - b. Density. The maximum allowed density for any land tract classified as SFR-40 will be 8.0 units per acre.
 - c. Required Parking. Parking requirements shall adhere to the following regulations:
 - i. One (1) off-street parking space shall be provided for each single-family dwelling unit.
 - ii. Parking shall be permitted on an improved and approved surface located within a side or rear yard area.

CHISHOLM SUMMIT PD ORDINANCE

- d. Alleys. If an alley is elected as the means of access for driveways, the alley shall be a 20-foot paved concrete area within a 22-foot alley access easement or right-of-way. Alley width may be reduced to a 12-foot paved concrete area within a 15-foot alley access easement or right-of-way under the provision that the alley is signed as one-way only. If an alley is to be utilized as a fire lane, it shall be constructed to fire lane standards per the City's Code of Ordinances.
- e. Minimum Dwelling Size. Dwelling unit minimum will be 1,200 square feet. Minimum floor area shall exclude common corridors, basements, open and screened porches or decks and garages.
- f. Lot Area. The minimum area of any lot shall be four thousand (4,000) square feet.
- g. Lot Width. The width of any lot shall not be less than forty (40) feet.
- h. Lot Depth. The minimum depth of any lot shall not be less than one hundred (100) feet.
- i. Front Yard. The minimum depth of the front yard shall be fifteen (15) feet.
- j. Side Yard. A side yard adjacent to a street shall be a minimum of five (5) feet unless there is an easement then it shall be ten (10) feet. A building separation of ten (10) feet shall be provided between single-family structures. Nothing in this section is intended to or shall eliminate or supersede any requirements of the City of Burleson's building or fire codes that establish regulations dealing with building separations or fire resistive construction.
- k. Rear Yard. The minimum depth of the rear yard shall be fifteen (15) feet. Nothing in this section is intended to or shall eliminate or supersede any requirements of the City of Burleson's building or fire codes that establish regulations dealing with building separations or fire resistive construction.
- l. Building Height. The permitted height of all single-family residential structures shall not exceed two and a half (2.5) stories.

5. Zoning Category – SFR-56, Single-family 56-ft Residential Cottage

- a. A Traditional Neighborhood Design (TND) Plan shall be established for this zoning category. Traditional Neighborhood Development or TND is an area designated with development characteristics that:
 - i. Utilizes traditional masonry, stone or other exterior building products, such as cementitious fiber board;
 - ii. Reflects historic architecture applicable to the region, such as Texas Prairie, Craftsman, Bungalow, Texas Hill Country, or other historically significant architecture found throughout Texas history.

- b. The building design shall generally conform to Conforming TND Examples (depicted in section 5. H below) and shall feature the mandatory architectural features below
 - i. Building design shall exhibit articulated wall planes with sufficient wall plane fenestration and ornamentation to avoid a flat, un-articulated visual appearance similar to the examples given.
 - ii. Front entry garages shall be prohibited within fifty-feet (50') from the fronting street right-of-way (interior lots), and within twenty (20') feet for corner lots which is applicable only for a garage entering off the side street.
 - iii. Detached front entry garages for single family detached residences shall be defined as an accessory structure save and except an open breezeway.
 - 1. Garages shall conform to the building setback requirements specified and with the density and dimensional standards shown on the Density and Dimensional Table.
 - 2. Breezeways shall (a) be a minimum of four-feet in width not exceeding 12-feet in width measured from eave to eave, (b) have a one-hour fireblock installed at each roof connection, and (c) be constructed with roofing material that has the same roofing classification as the primary structure.
 - 3. No structures will share a common wall.
 - iv. Building design for single family detached residences shall exhibit a pedestrian scale by the incorporation of front facing porches or verandas for a minimum fifty percent (50%) of all single family dwellings constructed per phase.
 - 1. All front porches built for single family detached residences shall have a minimum depth of five feet (5').
 - 2. All front porches built for single family detached residences to have a minimum floor area of no less than forty square feet (40 SF).
- c. The use of cementitious fiber board siding and engineered wood siding (with at least a 20 year warranty), stone and masonry, shall be allowed for residential structures designed with a distinctive and articulated building design that is based on an historic architectural style for residential design.
 - i. A "Masonry TND Residence" shall be defined as one constructed with brick or stone masonry that consumes more than twenty-five percent (25%) of each front and side exterior wall surfaces, or a collective series of exterior wall surfaces, composing a front and/or side façade. The rear and remaining facades may be constructed of cementitious fiber board or engineered wood siding with at least a 20-year warranty.
 - ii. A "Siding TND Residence" shall be defined as one constructed entirely with cementitious fiber board or engineered wood siding with at least a 20 year warranty. The use of brick or stone masonry shall not consume more than twenty-five percent (25%) of an exterior wall surface, or a collective series of exterior wall surfaces, composing a front and/or side façade.

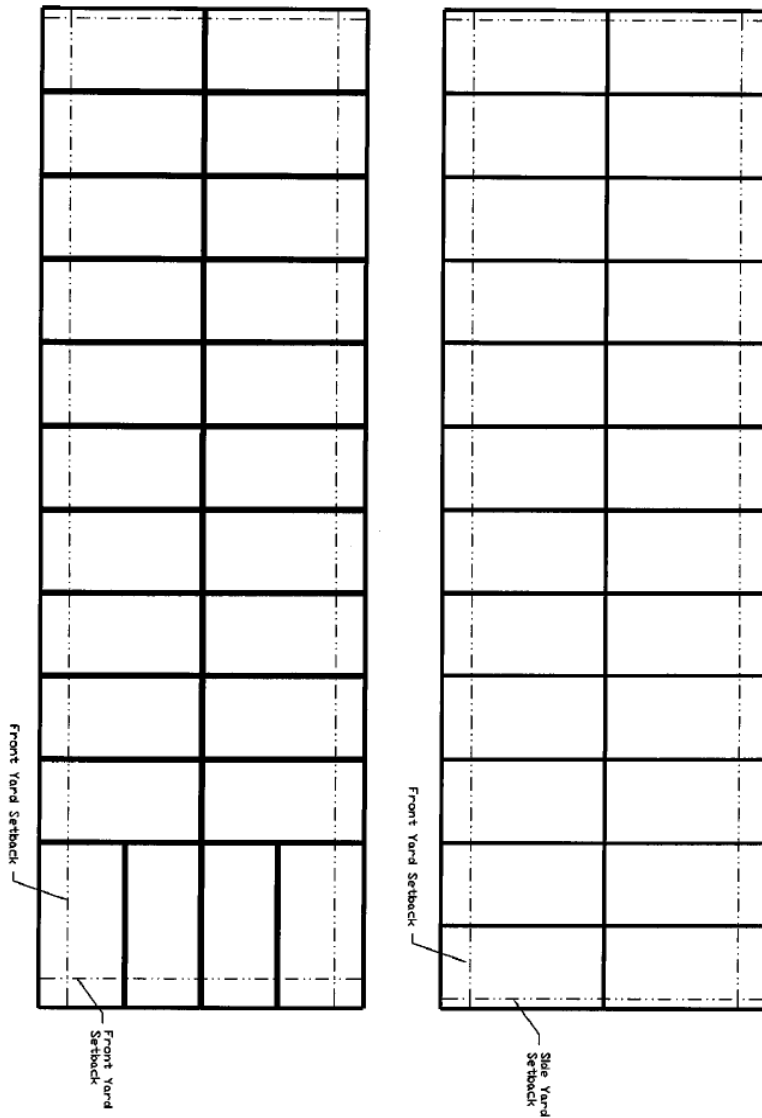
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- iii. The developer/builder reserves the right to construct either the “Masonry” or “Siding Board” styled residences as shown on the Concept Plan attached as Exhibit B to this Ordinance; no more than 50 percent of SFR-56 lots shall be “Siding TND Residence” for any phase.
 - iv. Dwellings in this category are exempt from the masonry requirement stated in other sections of this Ordinance.
- d. Minimum roof pitch for single family detached structures to be 5:12 for all roof structures covering main (climate controlled) living areas.
 - e. A minimum roof pitch of 3:12 shall be permitted for front yard porches and all garage structures.
 - f. Parking. Each dwelling shall have at a minimum one (1) parking space within the garage, as well as having two (2) parking spaces in the driveway.
 - g. Density and Dimensional Table

Building Type/Use	Minimum Living Area SF per Unit Minimum Living Area (SF)	Minimum Lot Sizes & Dimensions			Min Yard Setbacks in Feet							Max. Height (Feet)	Max. Bldg. Cov.
		Lot Size (SF)	Width (Feet)	Depth (Feet)	Min Yard Setback - Front for Main Residence	Min Yard Setback - Front for Street Facing Porches	Min Yard Setback - Front for Garage	Min Yard Setback - Internal Rear	Min Yard Setback - Internal Side	Min Yard Setback - Side and Rear on Street w/ equal or less than a 50-foot right-of-way	Min Yard Setback - Side and Rear on Street greater than 50-foot right-of-way	Max. Height (Feet)	Max. Bldg. Cov.
Single Family Detached SFR-56 (Zero-Lot-Line w/ Detached Front Entry Garage in Rear Yard)	1,400	6,500	56	120	15	15 ⁽¹⁾	50' for front entry config. 20' for corner lots with a side-entry config.	10' for Main Res. 3' for Detached Garage ⁽²⁾	5 3 for Detached Garage ⁽²⁾ ⁽³⁾ ⁽⁵⁾	15 for all bldgs. ⁽⁴⁾	20 for all bldgs. ⁽⁴⁾	35 (To top plate)	70%

- (1) All front porches built for single family detached residences to have a minimum depth of five feet (5') and minimum floor area of 40 square feet..
- (2) All detached garage structures shall maintain a minimum six foot (6') separation from the main dwelling and a minimum of 10' from any other vertical structure within the Zoning Area.
- (3) The water's edge of a below-grade pool structure shall be permitted to be constructed within ten feet (10') of any type of rear or side lot line. No pool structures, or any other type of accessory structure, shall be constructed within an existing utility easement.
- (4) The setback will be measured from the edge of street right-of-way.
- (5) There shall be no structure that shares a common wall.

- h. Front and Side Yard setback configurations for block face.



i. Conforming façade examples for Single Family Detached

Masonry TND example



CHISHOLM SUMMIT PD ORDINANCE

Siding Board example



- j. Non-conforming façade examples for Single Family exist if one or more of the following elements are present:
- i. Design exhibits a flat appearance with minimal building fenestration and ornamentation
 - ii. Garage serves as 40% or greater of the front facing façade or serves as the forward most front wall plane.
 - iii. Design does not include a covered porches with a minimum depth of five (5) feet and verandas for those dwellings incorporating this design element per Sec. 5.b.iv above.
 - iv. Appearance is of a contemporary design and not in keeping with the TND concepts as shown above in subsection (h), such as lacking a covered front porch, varying roof pitches, or where the garage is attached and/or forward of the front entry.
 - v. Building proportions present and image perceived as being too volumetric and bulky to include attached garages, lacking a covered front porch with a different roof pitch than the main structure, and/or the structure appears as a square or rectangular structure lacking design articulation from the roadway.

NON-CONFORMING

Examples of facades that do not conform to TND requirements.



6. Zoning Category – SFR-60, Single-family 60-ft Residential Traditional

- a. General Description. The SFR-60 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings on lots not less than 7,200 square feet.
- b. Underlying Standards. This district will adhere to the SF-7 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
- c. Lot Size. The minimum lot size is 7,200 square feet.
- d. Lot Width. The minimum lot width is 60 feet.
- e. Density. The maximum density is 4.25 residential dwelling units per acre.
- f. Home Size. The minimum home size shall be 2,000 square feet.
- g. Minimum front yard setback.
 - i. 25 feet when mixed in the same block with SFR-70 and/ or SFR-80 or SFRE lots.
 - ii. 20 feet when mixed in the same block with SFR-A and/or SFR-40 or SFR-56 lots.
- h. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 50 percent of the overall front façade. For any garage that constitutes more than 40 percent of the front façade, a decorative wooden garage shall be required.
- i. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- j. Roof pitch. Minimum roof pitch shall be 5:12.

7. Zoning Category – SFR-70, Single-family 70-ft Residential Traditional

- a. General Description. The SFR-70 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
- b. Underlying Standards. This district will adhere to the SF-10 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.

- c. Lot Size. The minimum lot size is 8,400 square feet.
 - d. Lot Width. The minimum lot width is 70 feet.
 - e. Density. The maximum density is 3.50 residential dwelling units per acre.
 - f. Home Size. The minimum home size shall be 2,200 square feet.
 - g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 50 percent of the overall front façade. For any garage that constitutes more than 40 percent of the front façade, a decorative wooden garage shall be required.
 - h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
 - i. Roof pitch. Minimum roof pitch shall be 5:12.
- 8. Zoning Category – SFR-80, Single-family 80-ft Residential Traditional**
- a. General Description. The SFR-80 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
 - b. Underlying Standards. This district will adhere to the SF-16 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
 - c. Lot Size. The minimum lot size is 9,600 square feet.
 - d. Lot Width. The minimum lot width is 80 feet.
 - e. Density. The maximum density is 3.25 dwelling units per acre
 - f. Home Size. The minimum home size is 2,500 square feet.
 - g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 40 percent of the overall front façade. Side entry and/or “J” (swing) entry garages shall incorporate no less than 20 percent of the housing type for this product within any given phase of the project.
 - h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
 - i. Roof pitch. Minimum roof pitch shall be 5:12.

9. Zoning Category – SFRE, Single-family Residential Estate

- a. General Description. The SFRE single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
- b. Underlying Standards. This district will adhere to the SF-16 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
- c. Lot Size. The minimum lot size is 12,000 square feet.
- d. Lot Width. The minimum lot width is 100 feet.
- e. Density. The maximum density is 2.75 dwelling units per acre.
- f. Home Size. The minimum home size is 2,800 square feet.
- g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 40 percent of the overall front façade. Side entry and/or “J” (swing) entry garages shall incorporate no less than 20 percent of the housing type for this product within any given phase of the project.
- h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- i. Roof pitch. Minimum roof pitch shall be 5:12.

10. Zoning Category – SFR-AA, 55+ Active-Adult Residential

- a. Permitted Uses. The following shall be permitted by right:
 - i. Single-family detached dwelling, age restricted to residents 55 years of age and older, per the Federal Housing Law
 - ii. Activity Center (minimum of 2,200 square feet)
 - iii. Community Pool (minimum of 500 square feet)
 - iv. Secondary amenity building (minimum of 600 square feet)
- b. Accessory Uses
 - i. Gazebos
 - ii. Pavilions
 - iii. Tennis and Sport Courts
 - iv. Accessory Buildings

CHISHOLM SUMMIT PD ORDINANCE

- v. Pond
- vi. Putting Green

- c. Landscape Setback. There shall be a landscape setback with a minimum width of twenty (20) feet from the perimeter property line to a residential structure. Trails shall be permitted within the landscape setback easement.

- d. Building Lines. If the property is platted as a single lot, building lines will be required to be shown on the plat when submitted for approval.

- e. Area Requirements. This zoning category will be a condominium community and individual dwelling units will not be platted into individual residential lots. The site will remain as one lot. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Side Yard Setback (Between Buildings)	Front Yard Setback (Front of Building to Back of Curb)	Rear Yard Setback (Between Buildings)
6' Minimum	20' Minimum	20' Minimum

f. Development and Performance Standards

Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Maximum Height	Maximum Lot Coverage (percent of lot area)	Minimum Dwelling Size (square feet)
N/A	N/A	N/A	35' or 2 ½ Stories	65%*	1,100**

* Lot Coverage based on total building coverage (excluding accessory uses) for the entire site.

** Air-conditioned space.

- g. Residential Density. The residential density shall not exceed 7 units per acre (du/ac). Residential density shall be calculated using the gross land area of the development platted lot.

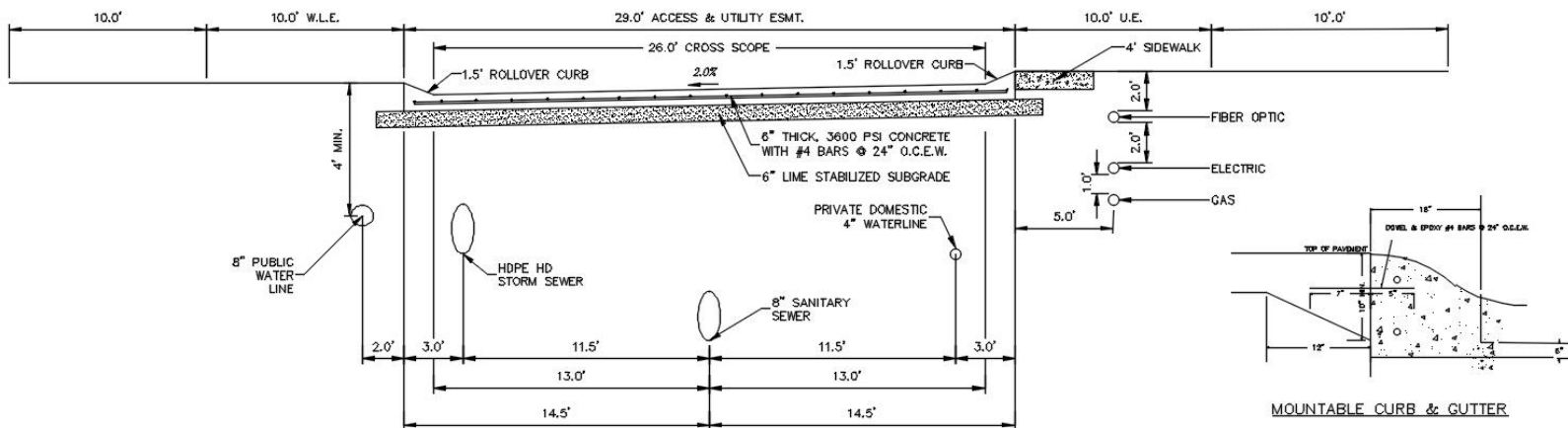
- h. Building Design
 - i. Residential buildings and the activity center shall be one hundred (100) percent masonry, brick or stone, on the first floor. An exception to that requirement is if the Activity or Secondary Amenity Building use the Craftsman/Farmhouse style in which they may have up to one hundred (100) percent cementitious fiberboard lap-siding.
 - ii. Cementitious fiberboard may constitute up to one hundred (100) percent of the exterior facades of stories other than the first floor.

CHISHOLM SUMMIT PD ORDINANCE

- i. Trails, Screening and Landscaping
 - i. A landscape plan will be provided with the construction plans for each platted lot.
 - ii. There shall be an ornamental metal fence of at least six (6) feet in height or pre-cast wall of at least six (6) feet in height located around the perimeter of the property.
 - iii. Each front yard shall have one (1) canopy tree with a minimum caliper size of four (4) inches, as measured six (6) inches above grade, from the City's approved plant list at the time of the adoption of this ordinance.
 - iv. Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four (4) feet and a maximum height of six (6) feet.
 - v. Residential fencing shall be permitted within the 20' perimeter landscape buffer.

- j. Parking. Each dwelling shall have at a minimum one (1) parking space within the garage, as well as having two (2) parking spaces in the driveway. Off street parking shall be allowed in areas shown on the approved plat.

- k. Streets and Access. The proposed streets shall be privately maintained by the Homeowner's Association of the platted lot. Private streets shall conform to the street section as approved by the construction plans of the platted lot. The private street will adhere to the section included below.



TYPICAL 29' STREET SECTION

- l. Open Space. Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance.

- m. Amenities. The developer shall provide a detailed site plan approved by City Council for each SF-AA 55+ development with a minimum of one (1) primary amenity to be completed prior to the final inspection of the 80th SFR-AA 55+ unit

from the permitted uses and one amenity from the accessory uses to be completed prior to the final inspection of every 40th unit after the initial 80 units.

VI. LOT STANDARDS - GENERAL

1. Lot Distribution. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

<i>Lot Type</i>	<i>Underlying Standards</i>	<i>Minimum Lot Frontage</i>	<i>Minimum Lot Size</i>	<i>Minimum Home Size</i>	<i>Planned Units</i>	<i>Planned Percentage</i>	<i>Allowable Percentage Range</i>
Townhomes SFR-A	PD Section V-3	25'	2500	1000	175	2.16%	0 – 5%
40' Res. Patio (SFR-40)	PD Section V-4	40'	4000	1200	545	15.00%	0 - 15%
56' Res. Cottage (SFR-56)	PD Section V-5	56'	6500	1400	315	11.51%	0 - 15%
60' Res. Traditional (SFR-60)	PD Section V-6	60'	7200	2000	710	28.73%	0 - 40%
70' Res. Traditional (SFR-70)	PD Section V-7	70'	8400	2200	155	7.32%	0 – 15%
80' Res. Traditional (SFR-80)	PD Section V-8	80'	9600	2500	320	17.26%	10% - No Max
Estate (SFRE)	PD Section V-9	100'	12000	2800	45	3.03%	0% - No Max
55+ Residential (SFR-AA)	PD Section V-10	50	5000	1100	355	9.98%	0 – 10%
MF/Senior Residential (MF)	PD Section XV	N/A	1500	n/a	595	5.02%	0 – 10%

- a. The categories of SFR-40, SFR-56 and SFR-60 comprise the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
 - b. The MF district shall incorporate senior living components of at least 25% of the category.
2. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

VII. ARCHITECTURAL STANDARDS

1. Masonry standards. Pursuant to the Development Agreement, the City Council of the City of Burleson and parties to the Development Agreement designated the district as an area of architectural importance and significance for the purposes of Chapter 3000 of the Texas Government Code (the “Code”). In accordance with the Agreement and pursuant to Section 3000.002(d) of the Code, the district is subject to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of June 7, 2021, that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building in the district, including but not limited to Article XVI (Masonry Construction Standards) of Chapter 10 (Buildings and Building Regulations) of the City of Burleson Code of Ordinances, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. Additionally, in accordance with the Agreement and pursuant to Section 3000.002(d) of the Code, the district is subject to the application of the regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.
2. Unless otherwise provided in this Ordinance, the Development shall adhere the City’s zoning ordinances to establish uses and design standards for any lot categories that have been identified and are in effect at the time the Planned Development ordinance is initially approved.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street. For homes on corner lots or where there is a direct line of sight to full side of home, the minimum design features must be at least six (6) of the following. Elevation and design standards specifically stated under the specific zoning type shall be adhered to over these standards.
 - a. Carriage style garage door
 - b. Garage door not facing the street
 - c. Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
 - d. Eyebrow or arched front windows
 - e. Cast stone accents on the front elevation, minimum of 3% of front elevation
 - f. Covered front porches of a minimum of 50 square feet
 - g. Front porch railings of either wood or wrought iron

CHISHOLM SUMMIT PD ORDINANCE

- h. Front door with at least 20% area covered with decorative glass or wrought iron
 - i. Cupolas or turrets
 - j. Dormers
 - k. Gable
 - l. Decorative attic or gables feature, minimum 2 square feet
 - m. Two or more offsets in the front façade of at least 24” depth
 - n. Metal roof accents
 - o. Recessed entry, a minimum of three (3’) deep
 - p. Variable roof pitch equal to or greater than 8:12
 - q. Exterior shutters on at least 75% of the windows on the front façade
 - r. Masonry arches
 - s. At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat. These standards may alternatively be incorporated into the homeowners’ association documents which shall be filed as a part of the deed.

VIII. OPEN SPACE/PARKS

1. An overall plan with a description and distance of each open space and parks improvement is included as an exhibit to this ordinance.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City’s Subdivision and Development Ordinance at the time of the Development Agreement, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres of parkland which has been established in the Agreement as a satisfaction of the parkland dedication requirement.
 - a. Dedication of property by the Developer shall satisfy any contribution typically required by the builder of homes in the community or otherwise incurred at the time of final plat. The park dedication in this section shall fully satisfy the park dedication requirement.
4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City’s current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.

CHISHOLM SUMMIT PD ORDINANCE

5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
 - a. The establishment of a Public Improvement District will replace improvement fee requirement typically required by the builder of homes in the community or otherwise incurred at the time of final plat. The park infrastructure fee in this section shall fully satisfy the park infrastructure fee requirement.
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats. All amenities and trails for each platted area shall be installed and accepted by the City prior to the final inspection approval for any residence in that phase.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan in the Development Agreement shows conceptual locations of planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided.
 - a. The community park shall be a minimum of 10 acres and shall generally conform to the Community Park concept included as an exhibit.
 - b. Neighborhood Parks shall generally conform to the Neighborhood Park concept included as an exhibit.
 - c. Parks shall generally be constructed in accordance with the following:
 - (i) Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.
 - (ii) Community Park shall include the Community Building that follows the description in these standards. The Community Building shall be a minimum of 2,400 square feet in size.

CHISHOLM SUMMIT PD ORDINANCE

- (iii) At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- (iv) With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided.
- (v) All parks to be managed and maintained by an association management company with funding participation by the PID unless expressly agreed to otherwise by the City. At the expiration of the current PID assessment, or when otherwise agreed to by City Council, maintenance responsibility will be established for the parks (i.e. a new PID assessment, HOA dues, City funds, or alternative solution).
- (vi) The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted prior to or concurrent with the construction plans for the surrounding infrastructure in that phase and shall be approved by City Council. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.

Park Amenities	Community Park	Neighborhood Park
Minimum acreage	10	3
Off Street Parking	R	O
Playground (min 1000 square feet)	R	R
Restroom	R	O
ADA Accessibility	R	R
Site Furnishings		
Benches (3 per acre)	R	R
Picnic Tables (2 per acre)	R	R
Trash Receptacles (2 per acre)	R	R
Pet Waste Stations (1 per 1,000-ft of trail)	R	R
Landscape Improvements (Irrigated)	R	R
Signage (to be approved by Parks)	R	R
Drinking Fountains (1 for every 5 benches)	R	R
Trails/Pathways	R	R

CHISHOLM SUMMIT PD ORDINANCE

Shade over play features (min. 2 per playground)	R	R
Bike Racks (2 per Community/Neighborhood Park)	R	R
BBQ Pits (1 for every 4 picnic tables)	R	O
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts (min.3 for Community Park)	O	O
Sports Fields (min. 2 for Community Park)	O	O
Ponds	O	O
Skate Park (min. 3,000 square feet)	O	O
Dog Park (min 15,000 square feet)	O	O
Splash Pad (min 1,500 square feet)	O	O
Fishing pier	O	O
Musical Play Features (min. 2 stations)	O	O
Secondary		
Natural Area (min. 25,000 square feet)	O	O
Gardens (min. 1,000 square feet)	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground) (1 for every 5 picnic tables)	O	O
Shelters (min. 4 shelters)	O	O

R = Required | O = Optional

- 1) The Community Park shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
 - 2) Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
 - 3) Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- d. The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. It is comprised of two separate buildings:
- (i) Horse Facility - The existing horse facility is located at the eastern property shown on PD attachment (d) along County Road 1016. The facility is

approximately 30,000 square feet, open-air and under-roof and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

(ii) Visitor Center / Offices – The existing 3,000 square feet house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.

IX. LANDSCAPING

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails. All landscaped areas to be irrigated with a quick connect within 50 feet of every ornamental bed.
3. Street trees will be utilized primarily as an addition to the median but may be located within the parkway upon approval by the City. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections. Street trees shall be consistent throughout these areas of the development and selected from the list below. Street trees located within the parkway shall be ornamental trees selected from the “Small Trees” list below and spaced not to exceed 20 feet on center. Trees located outside of the parkway shall be selected from either the “Medium Trees” or “Large Trees” list below and spaced not to exceed 50 feet on center. All street trees shall be a minimum of three (3) caliper inches at the time of planting.

Small Trees	Medium Trees	Large Trees
Redbud	Bald Cypress	Chinkapin Oak
Eastern Red Cedar	Chinese Pistachio	Bur Oak
Mexican Plum	Desert Willow	Red Oak
Holly		Cedar Elm

4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans

CHISHOLM SUMMIT PD ORDINANCE

for the adjacent roadway. A detailed wall and fencing plan shall be required with the final plat submittal. A visibility analysis based on future roadway sections shall determine if additional visibility triangles or right-of-way is required.

- b. Fencing for the Townhomes will follow the regulations given in the SFR-A residential category established by this Ordinance. Fencing for the 55+ Residential community will follow the regulations given in the SFR-AA residential category.
- c. Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
- d. Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
- e. Fencing located on typical rear yards or between residential lots shall meet the City's fencing and screening ordinance.
- f. Any transitional fencing must meet City's fencing and screening ordinance.
- g. Fencing of land abutting major roadways (except as defined above in subsection X.1a) that is part of a future phase for the Chisholm Summit development may be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center as attached in this ordinance.
- h. Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
- i. Fencing and screening shall be installed prior to final inspection approval for a dwelling unit abutting any space; or on the lot where said fencing and/or screening is required by this ordinance.
- j. Properties adjacent to Lakewood Dr or anywhere abutting pipe rail fencing shall not be allowed a fence that exceeds six feet in height, this provisions includes side yard fences that meet perpendicular to any pipe rail fencing. In all cases no fence shall be erected directly parallel (up to 15 feet parallel from existing fence) to any existing wall or fence.

XI. STREET LAYOUT

- 1. All other roadways shall be designed in accordance with the Master Thoroughfare Plan as approved at the time of adoption of this Ordinance.

2. In lieu of curvilinear requirements, the street design shall incorporate traffic calming methods to reduce speeds throughout the development. The following are examples of methods of traffic calming that may be considered in lieu of curvilinear requirements.
 1. Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 2. Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 3. Cul de sacs
 4. Short block lengths
 5. Curvilinear methods, if necessary
 6. Table top speed breaker at designated cross walks approved by the City

XII. TRAILS

1. Primary trail locations are shown on the exhibit. The trail locations shall generally conform to the trail park location concept. Primary trails shall be 10 feet wide and constructed to City design standards. Trails will be lighted; lighting fixtures shall be placed 75 to 100 feet apart depending on the placement of trees and the curve of the path. Additional lighting will be required in a tunnel or at overpasses, at trailheads, bridge entrances and exits, natural public gathering places, along streets, at crosswalks, where the path crosses another path or sidewalk, and on signage. Additional benches and trash receptacles will be added where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc. Crossing warning signage (lit) and bollards at road/drive intersections will be installed where required by City standards.
2. Secondary trails are not identified on the Land Use Plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards.
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - a. 6-foot trail comprised of two 3-foot tread areas
 - b. 4-foot trail comprised of two 2-foot tread areas
 - c. Material of native soil with no road base plus wood chip in low drainage areas
 - d. Material of native soil with mixed-in crushed rock aggregate where needed

CHISHOLM SUMMIT PD ORDINANCE

- e. Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. The trail park nodes shall generally conform to the trail park nodes concept on PD attachment (d). These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - a. Bocce Ball
 - b. Bag Toss
 - c. Horseshoes
 - d. Shuffleboard
 - e. Chess/Checkers Tables
 - f. Fitness Stations
 - g. Art Installments
 - h. Science/Engineering Installments
5. Trails shall be coordinated with the most recent adopted bike and trail plan.
6. Trails as generally shown on PD attachment (d); Parks, Trails, and Open Space, and in accordance with approved Final Plats must be completed and accepted by the City for each platted area prior to the issuance of a certificate of occupancy for any residence in that phase.

XIII. LIGHTING

1. Exterior lighting shall be of a style and character which is in harmony with the character of the community's overall western theme. Lighting standards in parking areas shall not exceed twenty (20) feet in height. Luminaries shall have shielded light sources to prevent glare. Pedestrian walkways shall be illuminated by light bollards or other low level lighting standards with shielded light sources. All outdoor lighting shall be designed for safety, convenience and security while minimizing sky glow, an adverse effect from illumination upon the size, enjoyment and value of nearby property and upon the appearance of the community. Examples of acceptable lighting fixtures (conceptual) are prescribed below. Lighting fixture of equivalent theme and quality may be approved by the Director of Development Services.





2. Decorative street light equipment shall have a black powder-coat finish and must be raised at least nine-inches above finished grade on a concrete pedestal.
3. A lighting plan will be submitted for approval by City staff with the construction plans of each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the overall theme. The maximum spacing of street lights shall be 200 feet, except when needed to ensure that lights are placed at lot lines or not to interfere with geographical concerns or driveways (deviations of the 200 feet requirement must be approved by the Public Works Director or their designee). All cul-de-sacs and stub-end streets exceeding 130 feet in length, measured from the street light location at the intersection to the right-of-way line at the end of the cul-de-sac or street, shall have a decorative street light within the bulb, or in the case of a stub-end street, at the end of street barricade. Pedestrian crosswalks and intersections shall have at least one decorative street light. Four way intersections shall have two lights and shall be annotated on the lighting plan.

XIV. SIGNS

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations will be shown on the construction plans for each phase.
2. Entry signage for the main entry points in the Chisholm Summit development must be generally provided in the character illustrated on the exhibits.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods. Any signage will be considered by separate permit and adhering to applicable ordinances. Signage should fit into the character of the community and should follow MUTCD guidelines.
4. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

XV. MULTI-FAMILY/SENIOR LIVING

1. Per the approved concept plan in the Chapter 380 Development Agreement, Multifamily development is not proposed in Development Area “A” or Development Area “B” and is not allowed unless specific action is taken by the City Council to modify the concept plan and this Planned Development ordinance is amended.
2. Architectural features shall reflect the theme of the development. The MF, multiple dwelling district shall be established to provide adequate space and site diversification for multiple-family apartments and condominium developments where the maximum density does not exceed 24 dwelling units per acre.
3. Standards for this district will be established with the Planned Development addendum or amendment as this phase is developed. Generally, the district is intended to be a mixture of high-density dwelling units that meet the requirements of the Development Agreement.
4. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the “senior living” component, promoting a district in that serves the full life-cycle of a community.
5. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

XVI. COMMERCIAL ELEMENTS

1. The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.
2. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

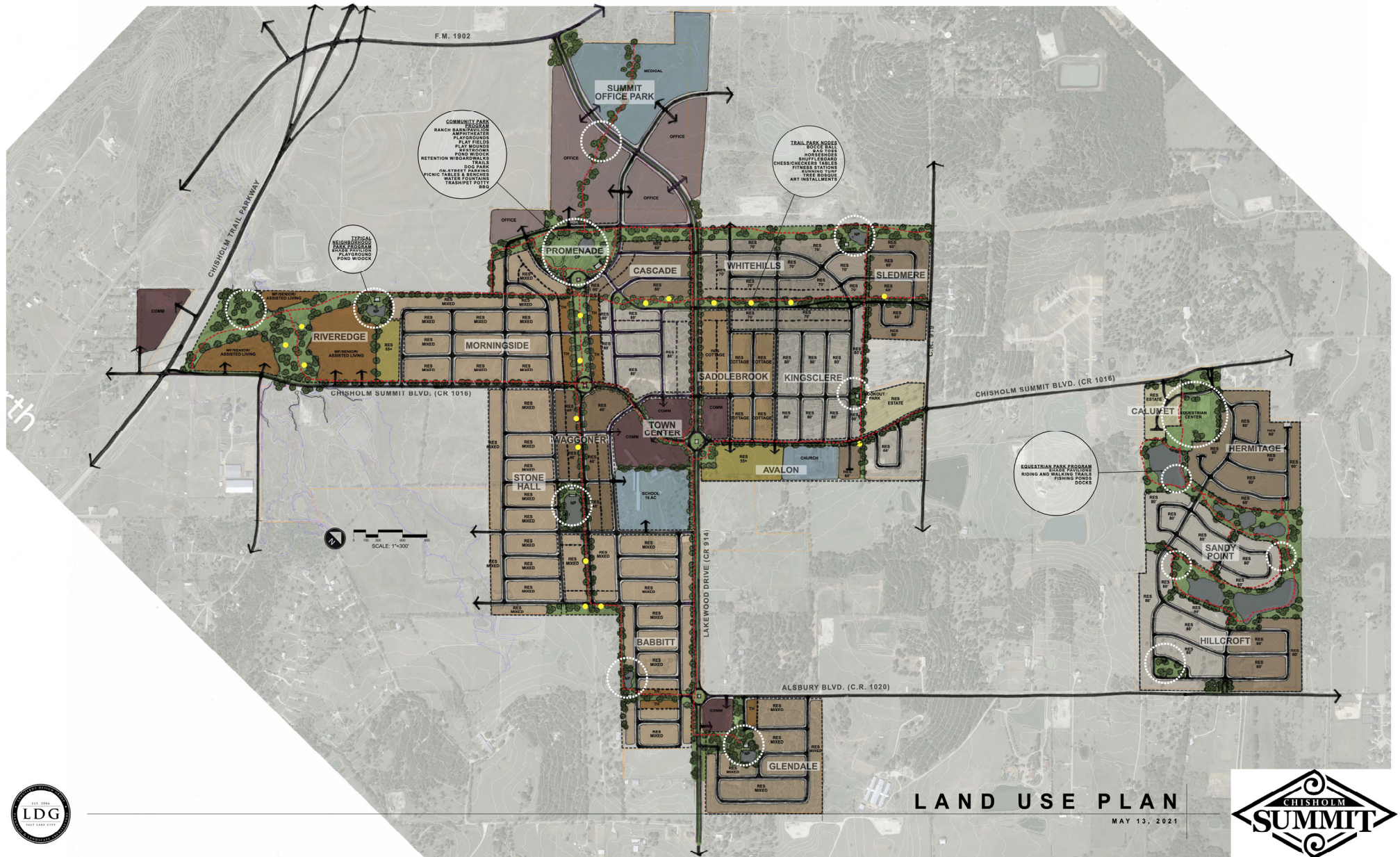
XVII. COMMUNITY BUILDING(S)

1. A main Community Building will be located in the Community Park. Refer to PD attachment (e) of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - a. Party rooms for HOA-member use
 - b. Covered patio
 - c. Fire pits
 - d. Outdoor kitchen
 - e. Restrooms
 - f. HOA office
 - g. Pedestrian connections to Community Park amenities
 - h. Dedicated parking for building use
 - i. Strand light plaza
2. The building space will be privately-owned and maintained by the HOA unless otherwise agreed by City. A separate water and power meter not attached to the park will be required for the building.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

XVIII. ATTACHMENT DESCRIPTIONS

CHISHOLM SUMMIT PD ORDINANCE

1. The standards of this Ordinance have been further illustrated by attachments described and referenced in the above sections. The attachments are incorporated into this Ordinance by reference for all purposes. The attachments to these development standards are as follows:
 - a. Preliminary Concept Plan (PD attachment “a”)
 - b. Development Sections (PD attachment “b”)
 - c. Theme Imagery (PD attachment “c” - 2 pages)
 - d. Parks, Trails and Open Space (PD attachment “d”)
 - e. Community Park Concept Design (PD attachment “e” - 3 pages)
 - f. Neighborhood Park Concept Design (PD attachment “e”)
 - g. Fencing and Landscaping Design (PD attachment “g” - 2 pages)

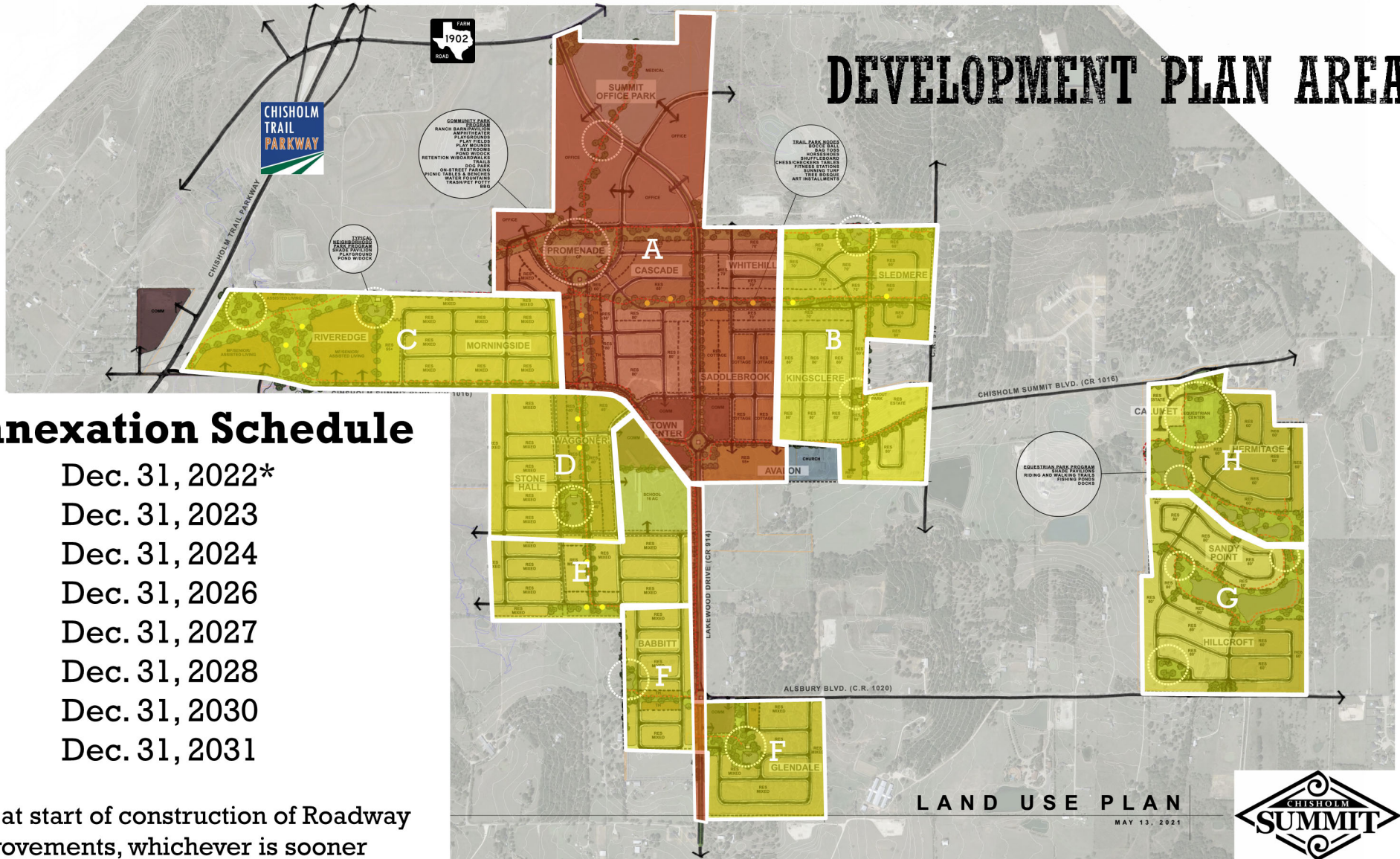


LAND USE PLAN

MAY 13, 2021



DEVELOPMENT PLAN AREAS



Annexation Schedule

- A – Dec. 31, 2022*
- B – Dec. 31, 2023
- C – Dec. 31, 2024
- D – Dec. 31, 2026
- E – Dec. 31, 2027
- F – Dec. 31, 2028
- G – Dec. 31, 2030
- H – Dec. 31, 2031

*OR at start of construction of Roadway Improvements, whichever is sooner



WESTERN

RUSTIC
GROWTH
HORSES
FOLK
GATEWAY
PROGRESS

ACTIVE

TRAILS
OUTDOORS
PURPOSE
MOVEMENT
NATURE

FAMILY

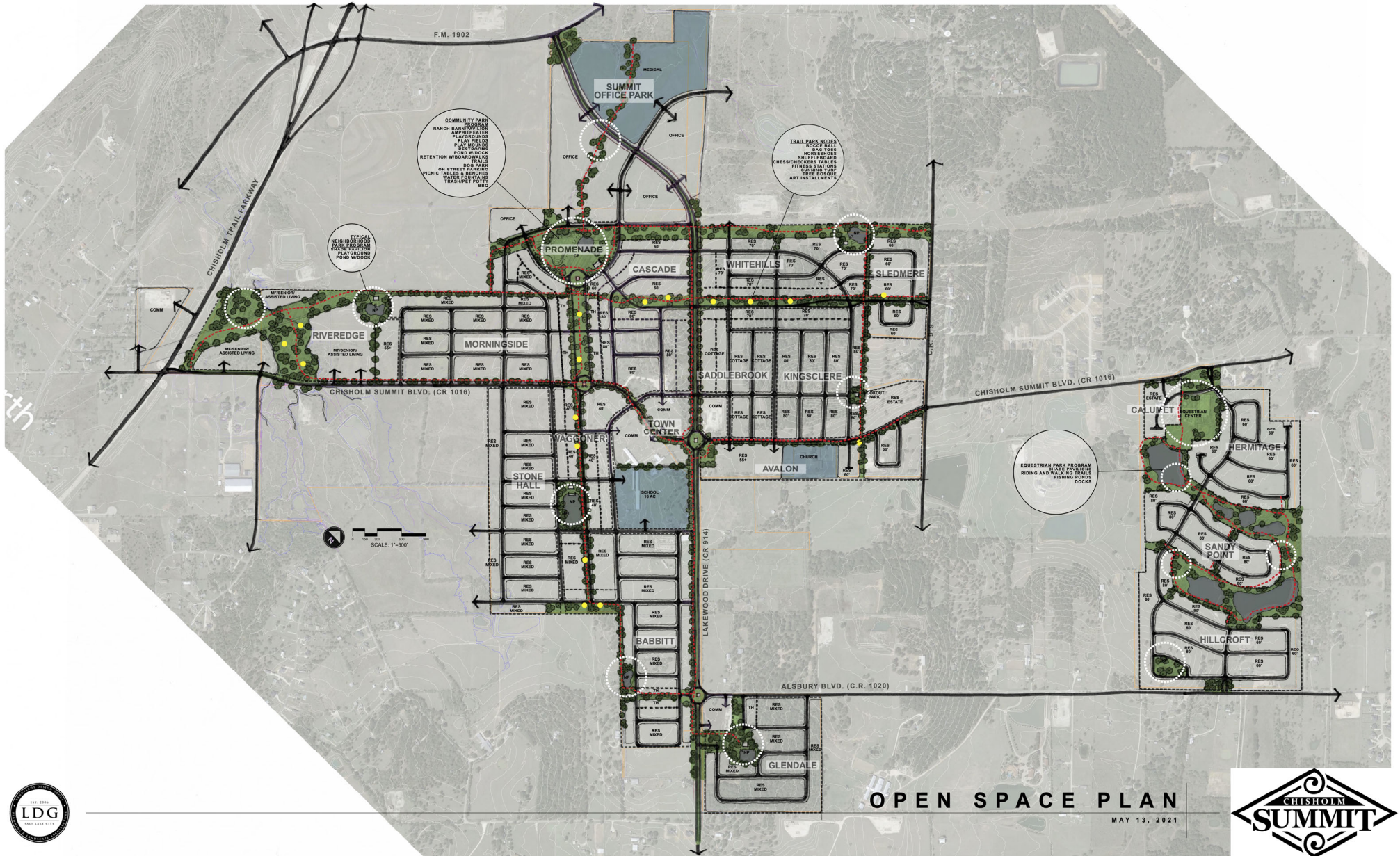
TOGETHER
COMMUNITY
NEIGHBORS
GENERATIONAL
CARE



PD attachment (c) Theme Imagery (2 of 2)



PD attachment (d) Parks, Trails, and Open Space



OPEN SPACE PLAN

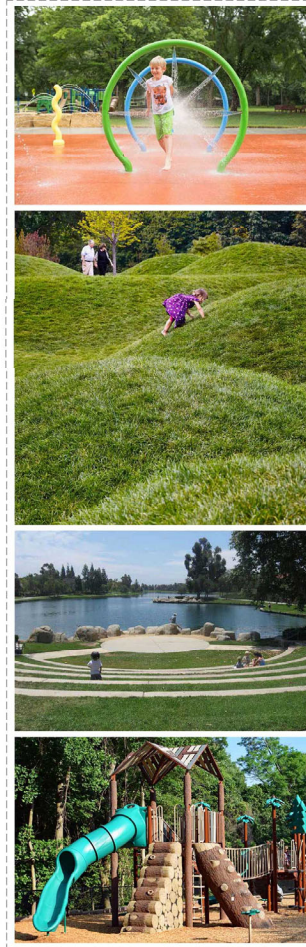
MAY 13, 2021



PD attachment (e) Community Park Concept Design (1 of 3)



- CALLOUTS LEGEND:**
- ① BARN PAVILION
 - ② RESTROOM BUILDING
 - ③ SPLASH PAD
 - ④ COMMUNITY BUILDING
 - ⑤ TURF PLAY HILLS
 - ⑥ PLAYGROUND FACILITY
 - ⑦ EVENT LAWN AND FIRE PIT AREA
 - ⑧ 3" CALIPER SHADE TREE, SPECIES TBD
 - ⑨ 2" CALIPER ORNAMENTAL TREE, SPECIES TBD
 - ⑩ FEATURE LANDSCAPE BED TO INCLUDE NATIVE GRASSES AND SHRUBS. FEATURE LANDSCAPE BEDS MAY INCLUDE RIVER ROCK AND BOULDER MASSIS.
 - ⑪ POND DOCK
 - ⑫ AMPHITHEATER STAGE
 - ⑬ BENCH AND/OR TRASH RECEPTACLE



SCALE: 1" = 50'-0"

CHISHOLM SUMMIT / AMENITY CENTER CONCEPT PLAN

City of Burleson, Texas

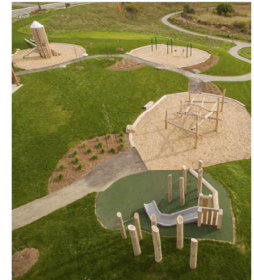
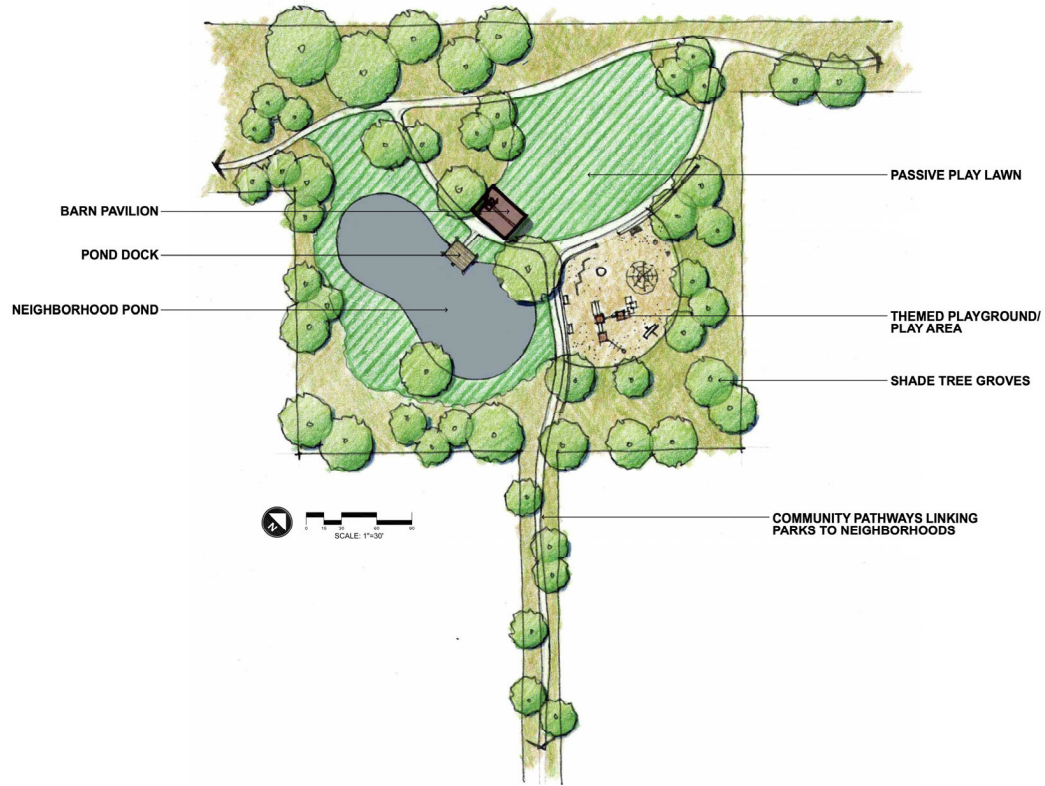
SHEET 4 OF 4
Owner Submittal 1-27-2022







PD attachment (f) Neighborhood Park Concept Design

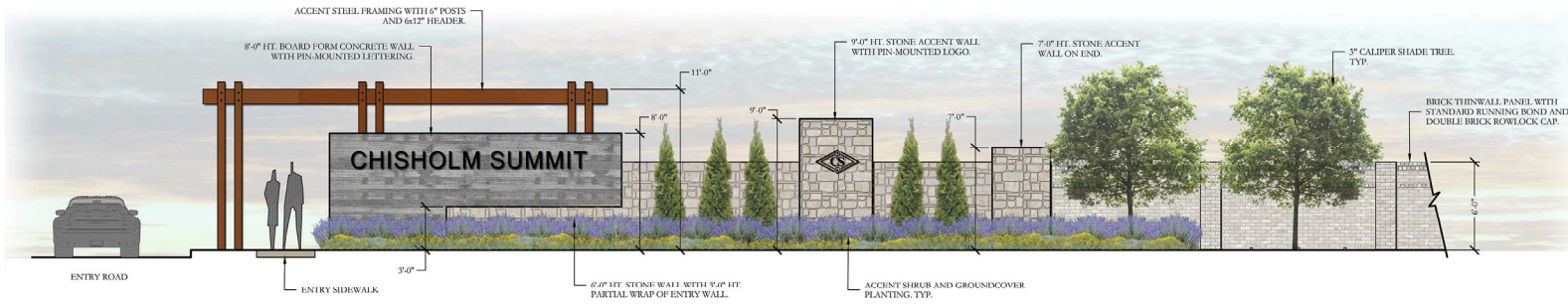


TYPICAL NEIGHBORHOOD PARK PLAN

MAY 13, 2021

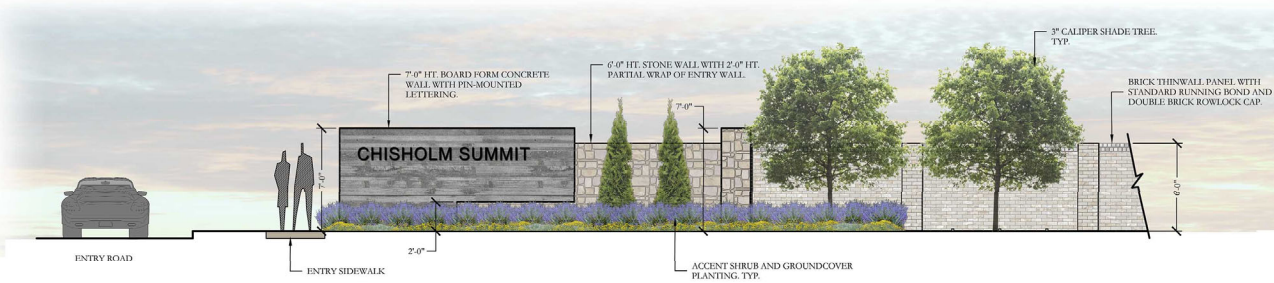


PD attachment (g) Fencing and Landscaping Design (1 of 2)



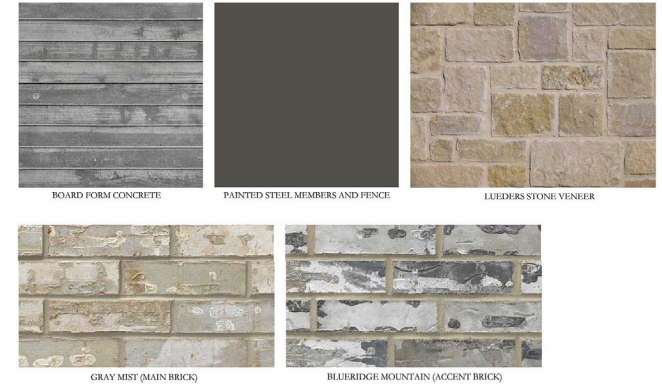
1 MAJOR ENTRY SIGN ELEVATION

SCALE: 1/4" = 1'-0"



2 MINOR ENTRY SIGN ELEVATION

SCALE: 1/4" = 1'-0"

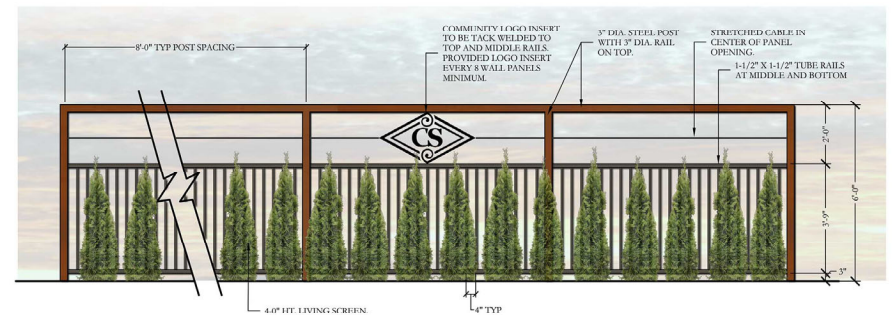


5 VENEER SELECTIONS PHOTOGRAPHS



3 6'-0" HT. BRICK SCREENING WALL, WITH 7'-0" HT. MASONRY COLUMNS ELEVATION

SCALE: 1/2" = 1'-0"



4 6'-0" HT. ORNAMENTAL METAL FENCE ELEVATION

SCALE: 1/2" = 1'-0"

CHISHOLM SUMMIT / CONCEPTUAL SCREENING AND BUFFERING

City of Burleson, Texas

CODY JOHNSON
s.t.u.d.i.o

SHEET 2 OF 4
Owner Submittal 1-27-2022

**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON 4A
ECONOMIC DEVELOPMENT CORPORATION,
R.A. DEVELOPMENT, LTD., BURLESON DEVELOPMENT, INC.,
B & G SOUTH METRO, LP, ROCKY BRANSOM,
ROCKY BRANSOM ET UX ANGELA, ROCKY AND ANGELA BRANSOM,
ALTA BURL, LP, JANICE YVONNE JACKSON, AND
THE JACKSON FAMILY TRUST FOR CHISHOLM SUMMIT**

This Chapter 380 and Economic Development and Performance Agreement (the "Agreement") is entered into as of the 7th day of June, 2021 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager; the Burleson 4A Economic Development Corporation ("BEDC"), by and through its Board President; R.A. Development, Ltd., a Texas limited liability partnership ("Developer"), by and through Bransom Management, LLC, its general partner; Burleson Development, Inc., by and through its president/director; B & G South Metro, LP, by and through B.G.S.M Management Company, LLC, its general partner; Rocky Bransom, Rocky Bransom et ux Angela; Rocky and Angela Bransom, Alta Burl, LP by and through Eyesight Ventures, LLC, its general partner; Janice Yvonne Jackson; Jackson Family Trust by and through its authorized trustee (collectively, including Developer, the "Current Owners"). City, BEDC, Developer, and the Current Owners sometimes hereafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, Developer desires to participate in the Program by entering into this Agreement; and

WHEREAS, the Developer, the Current Owners and/or their predecessor in title previously entered into development agreements for certain tracts on the Property under Chapter 43 and Section 212.172 of the Local Government Code; and

WHEREAS, the Parties intend that this Agreement shall supersede those agreements in all matters; and

WHEREAS, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Developer's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the BEDC has determined and found that the Reimbursements contemplated in this Agreement to be funded by the BEDC constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

WHEREAS, Developer has acquired, or has under contract, approximately 823 acres on the west side of the City, currently within the extraterritorial jurisdiction ("ETJ") of the City, depicted on **Exhibit A**, and intends to develop a master planned community on the Property to include, among other things, over 3,000 high end residential units, ten miles of interconnecting trail system, over 90 acres of dedicated parkland, commercial areas, and other amenities, to be known as Chisholm Summit; and

WHEREAS, Burleson Development Inc. owns the real property depicted on **Exhibit A-1**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Alta Burl LP owns the real property depicted on **Exhibit A-2**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Jackson Family Trust owns the real property depicted on **Exhibit A-3**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Janice Yvonne Jackson owns the real property depicted on **Exhibit A-4**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, B&G South Metro LP owns the real property depicted on **Exhibit A-5**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Rocky Bransom owns the real property depicted on **Exhibit A-6**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Rocky and Angela Bransom own the real property depicted on **Exhibit A-7**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, R.A. Development, Ltd., owns the real property depicted on **Exhibit A-8**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, the Current Owners have contractually committed to convey their tracts on the Property to Developer so that Chisholm Summit may be developed as set forth herein; and

WHEREAS, the Current Owners consent to annexation of their property located in Chisholm Summit and agree to the imposition of the Development Standards on any property they own within Chisholm Summit under the terms set forth in this Agreement; and

WHEREAS, the City desires to facilitate a master planned community with elements such as connectivity, a mixture of home types and sizes, preservation of natural areas, a sense of place and community, walkability, and uniqueness; and

WHEREAS, the development plan presented by the Developer for Chisholm Summit meets those criteria and the City Council desires to facilitate its development by providing the incentives set forth herein; and

WHEREAS, the Developer desires to annex the Property into the City in phases as Chisholm Summit is platted; and

WHEREAS, planned development zoning will occur concurrently with annexation; and

WHEREAS, while the west side of Burleson encompasses over 1,600 mostly vacant acres ("Burleson West") with tremendous potential for residential and commercial development, there is currently a lack of east/west and north/south transportation corridors, connection to Chisholm Trail Parkway is difficult, emergency response is hindered due to a poor roadway network, and sewer access is limited, thereby hindering development potential; and

WHEREAS, the City desires to provide for public infrastructure and improvements to allow Chisholm Summit to develop and to concurrently facilitate quality commercial development by providing Burleson West access to Chisholm Trail Parkway and connectivity with the rest of the City and to provide adequate sewer facilities; and

WHEREAS, Public Improvements contemplated in this Agreement will allow the BEDC to develop and market a national/regional office park located on the northern edge of Chisholm Summit (the "Hooper Tract"), a 92 acre tract depicted on **Exhibit A-9**; and

WHEREAS, Developer intends to dedicate all right-of-way for public infrastructure required for Chisholm Summit at no charge under the terms set forth in this Agreement; and

WHEREAS, Developer intends to dedicate a three acre tract for a public safety facility to provide fire and police service for the west side and other municipal purposes; and

WHEREAS, a public improvement district ("PID") is required to create and finance capital park improvements and the maintenance of parks and trails in Chisholm Summit; and

WHEREAS, Section 212.172 of the Texas Local Government Code authorizes a city to enter into an agreement with an owner of property located in the ETJ to, among other things, provide for terms of annexation, provide for infrastructure, and specify the uses and development standards after annexation.

NOW THEREFORE, in consideration of the mutual obligations of the Parties set forth in this Agreement, and other consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE 1.
RECITALS AND EXHIBITS

1.1 **Recitals.** The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

1.2 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

- Exhibit A – Chisholm Summit Real Estate Location Map
- Exhibit A-1 – Burleson Development Inc Parcel Location Map
- Exhibit A-2 – Alta Burl LP Parcel Location Map
- Exhibit A-3 – Jackson Family Trust Parcel Location Map
- Exhibit A-4 – Janice Yvonne Jackson Parcel Location Map
- Exhibit A-5 – B&G South Metro LP Parcel Location Map
- Exhibit A-6 – Rocky Bransom Parcel Location Map
- Exhibit A-7 – Rocky & Angela Bransom Parcel Location Map
- Exhibit A-8 – RA Development Ltd Parcel Location Map
- Exhibit A-9 – Hooper & Co Parcel Location Map
- Exhibit B – Preliminary Concept Plan
- Exhibit C – Development Standards
- Exhibit D – Parks and Trails Plan
- Exhibit E – Roadway Improvements
- Exhibit F – Sewer Improvements
- Exhibit G – Annexation Plan/Development Sections

ARTICLE 2.
AUTHORIZATION

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code, Chapters 501 and 504 of the Texas Local Government Code, and Section 212.172 of the Texas Local Government Code.

ARTICLE 3. DEFINITIONS

“Agreement,” “BEDC,” “Burleson West,” “City,” “Current Owners,” “Developer,” “Effective Date,” “ETJ,” “Hooper Tract,” “Parties,” “Party,” and “Program” shall have the meanings set forth in the recitals.

“Approved Plats” means all final plats for a portion of the Property approved from time to time by the City in accordance with this Agreement.

“Building Codes” means building plumbing, electrical, mechanical, and fire codes adopted by the City in effect as of the Effective Date for the eight-year period commencing on the Effective Date. Commencing on the eighth anniversary of the Effective Date, “Building Codes” means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

“Certificate of Occupancy” means the document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Chisholm Summit” means a 823 acre equestrian themed master planned community on the Property developed in substantial conformance with the Development Standards set forth on **Exhibit C** and the Governing Regulations comprised of at least 3,000 high end residential units, over ten (10) miles of interconnected trails, 102 acres of dedicated parkland, an equestrian center, and other amenities as set forth and depicted on the Preliminary Concept Plan attached hereto as **Exhibit B**, to be constructed in phases as set forth herein.

“Construction Costs” means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public Improvements and the Private Improvements, as applicable. Construction Costs does not include any acquisition costs of the Property, marketing, or applicable City fees related to the development of the Public Improvements and/or the Private Improvements, as applicable.

“Development Sections” has the meaning set forth in Section 5.1(a) of this Agreement.

“Development Standards” means those detailed development requirements set forth in **Exhibit C** for the Private Improvements.

“Equestrian Center” means the existing equestrian center located as shown on **Exhibit B**.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of the Developer’s existence as a going business, insolvency, appointment of receiver for any part of the Developer’s property and such appointment is not terminated within sixty (60) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer and such proceeding is not dismissed within sixty (60) days after the filing thereof.

“Final Concept Plan” has the meaning set forth in Section 5.3 of this Agreement.

“Final Parks and Trails Plan” has the meaning set forth in Section 9.2 of this Agreement.

“Governing Regulations” has the meaning set forth in Section 5.2 of this Agreement.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer or any property or any business owned by the Developer within the City.

“Parkland Improvements” means the open spaces, connecting trails, ponds, pocket parks, playground areas, amphitheater, and other park amenities depicted and described on The Parks and Trails Plan and dedicated to the public, **Exhibit D**.

“Preliminary Concept Plan” means the Concept Plan attached as **Exhibit C**, or as amended in the future.

“Private Improvements” means the residential units, connecting trails, Equestrian Center, amenity centers, Private Infrastructure, and commercial development in Chisholm Summit.

“Private Infrastructure” means any improvements required to be maintained on private property by the HOA including, but not limited to, open spaces, Chisholm Summit amenity centers, screening walls, or parks not dedicated to the public.

“Project” means the development of Chisholm Summit under the terms set forth in this Agreement.

A. “Property” means the 823 acres comprising Chisholm Summit, depicted on **Exhibit**

“Public Improvements” means the Roadway Improvements, Sewer Improvements, and Parkland Improvements.

“Reimbursement” means the funds paid to Developer for Construction Costs for the Roadway Improvements by the BEDC and Sewer Improvements by the City.

“Roadway Improvements” means Lakewood Blvd., FM 1902 to a transition point approximately 1,500 feet south of CR 1020, and sidewalks, median and landscape improvements as depicted on **Exhibit E**, to be funded by the BEDC.

“Sewer Improvements” means the sewer lines and lift stations set forth on **Exhibit F** to be funded by the BEDC.

“Subdivision Regulations” means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the date a preliminary plat application is filed with the City, including any dormancy regulations effective on the date a preliminary plat application is filed with the City. Should a preliminary plat “expire” in accordance with the applicable dormancy regulations, a new application must be filed and the Subdivision Regulations for purposes of the new application shall be the Subdivision and Development Ordinance and Design Standards manual, or other regulations adopted in their place, as of the date the new application is filed with the City, including any dormancy regulations effective as of the date the new application is filed with the City.

“Substantially Complete” with regard to the Public Improvements means the date upon which the City issues a Letter of Substantial Acceptance to the Developer for any element or portion of the Public Improvements which will allow issuance of building permits; and with regard to the Private Improvements, the date upon which the City issues a Certificate of Occupancy for a Private Improvement.

“Zoning Ordinance” means Ordinance No. B-582 on the Effective Date of the Ordinance as it may be amended.

ARTICLE 4. **TERM**

The Term of this Agreement shall commence on the Effective Date and terminate twenty-five (25) years thereafter, unless terminated sooner as provided in Article 12.

ARTICLE 5. **DEVELOPMENT OF THE PROPERTY**

5.1 **Private Improvements.**

(a) Construction of the Private Improvements shall be in full conformance with the Governing Regulations as defined in Section 5.2 below and will be completed in Development Sections A through H by the Developer as depicted on **Exhibit G.** Construction of Development Section A Private Improvement shall commence no later than January 1, 2022 and be Substantially Complete no later than December 31, 2022. Substantial Completion of all Development Sections of Chisholm Summit shall be no later than the term of the agreement.

5.2 **Development.** Development of the Property shall be governed by the following regulations (collectively, the “Governing Regulations”):

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development sections for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

5.3 **Preliminary Concept Plan.**

(a) The Preliminary Concept Plan is attached to this Agreement as **Exhibit B.**

(b) Developer may revise the Preliminary Concept Plan, from time to time, subject to the following conditions:

- (i) the revised Preliminary Concept Plan is approved in writing by Developer; and
- (ii) the revised Preliminary Concept Plan is approved by the City Council; and

(iii) the revised Preliminary Concept Plan is in compliance with subsection (c) of this Section 5.3 of this Agreement.

(c) The Preliminary Concept Plan must at all times:

(i) Include no less than 90 acres of parkland;

(ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and

(iii) Maintain the roadway alignments.

(d) If the Preliminary Concept Plan is revised as provided by this section, the revisions shall be considered an amendment to this Agreement. Developer must revise the Preliminary Concept Plan and submit same to the City for approval. Upon approval of the amendment, the City shall cause the revised Preliminary Concept Plan to be attached to the official version of this Agreement on file in the City Secretary's office and shall file the revised Preliminary Concept Plan in the Johnson County Real Property Records.

5.4 Development Standards Revisions. The Development Standards may be revised by two methods:

(i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:

(1) is not contrary to the public interest;

(2) does not cause injury to adjacent property;

(3) does not materially adversely affect the quality of development; and

(4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or

(ii) Developer and the City may amend this Agreement to revise the Development Standards.

5.5 State and Federal Requirements. Development of the Property shall be subject to ordinances that the City is required to adopt, from time to time, by state or federal law.

5.6 Homeowner's Association Required.

(a) Developer shall create a single Homeowner's Association for the Property that requires membership by all of the owners of a lot within the Property, and is adequately funded to carry out its responsibilities.

(b) The Homeowner's Association shall own and be responsible for the maintenance of the Private Infrastructure.

(c) The Homeowner's Association shall have covenants and bylaws, which must be submitted to the City for its records. The Homeowner's Association shall require the payment of dues and assessments to maintain the Private Infrastructure. The Homeowner's Association covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the Homeowner's Association must be recorded with the County Clerk for Johnson County, Texas.

ARTICLE 6. **FULL PURPOSE ANNEXATION**

The Parties agree that the Property shall have been annexed into the City prior to the construction of the Private Improvements for each phase. This Agreement constitutes a request by the Developer and the Current Owners, as owners of the Property, for annexation into the City of Burleson and serves as the written agreement for municipal services required by Section 43.0672 of the Texas Local Government Code. The request for annexation may not be revoked so long as the City remains compliant with the terms of this Agreement, and the right of the City to annex shall not be abrogated by amendment to any law affecting or establishing the right of a city to annex. The Parties agree that the Property shall be annexed in Development Sections A through H as depicted on **Exhibit G** concurrent with or prior to zoning each phase, with Development Section A annexed no later than December 31, 2022 or the commencement of the Lakewood portion of the Roadway Improvements, whichever is sooner. The Development Sections shall be annexed no later than the dates listed for each section in the Annexation Schedule in **Exhibit G**.

ARTICLE 7. **ROADWAY IMPROVEMENTS**

7.1 **In General.** The City, the BEDC, and the Developer will work together to construct and fund the Roadway Improvements. The Developer will design and construct the Roadway Improvements subject to oversight and plan approval by the City. Subject to Article 13, the BEDC shall issue debt to fund the construction. The Developer will dedicate all right-of-way for the Roadway Improvements within its authority to do so and based on the final alignment and construct them according to the Governing Regulations.

7.2 **Design of Roadway Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Roadway Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Roadway Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.

(b) **Council Approval.** The City Council must approve the final design, construction schedule, and construction costs for the Roadway Improvements.

(c) **Reimbursement for Design Costs.** The BEDC shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 7.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Roadway Improvements in accordance with Section 7.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Roadway Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Roadway Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design on Roadway Improvements (which shall include the conceptual design referenced in Section 7.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design on Roadway Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design on Roadway Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Design on Roadway Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

7.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City.

(b) **City Dedication.** The City will donate right-of-way for roadway located in the Hooper tract, and acquire right-of-way for areas outside of the Property.

(c) **Roadway Improvements Conveyance.** All Roadway Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

7.4 **Fees.** Roadway impact fees shall be assessed according to the Burleson Roadway Impact Fee Ordinance. All other fees associated with the construction of the Roadway Improvements shall be waived.

7.5 **Community Facility Contract (CFC).** The Developer shall enter into a community facility contract with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance.

7.6 **Roadway Improvement Construction Schedule.**

The construction of the Roadway Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Roadway Improvements, such phases being as follows: (i) Phase One – FM 1902 to Existing CR 1016, (ii) Phase Two – Two-Lane Section CR 1016 to CR 1020, and (iii) Phase Three – Two-Lane Section CR 1016 to CR 1020, and (iv) Phase Four - Median Improvements and Sidewalks.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Roadway Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Roadway Improvements, other than landscaping, by December 31, 2023. Developer shall complete the landscaping portion of the Roadway Improvements by March 31, 2024.

7.7 Reimbursement for Construction Costs of Roadway Improvements.

(a) **Opinion of Cost.** The final design for the Roadway Improvements shall include an opinion of probable Construction Costs for the Roadway Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Roadway Improvements. If the City Council has not approved any cost before it is incurred, obligated or spent, the BEDC is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Roadway.** The BEDC shall reimburse the Developer for approved Construction Costs based on the Developer's bi-monthly request, with payment to be made by the City in the amount of the cost of the request within twenty (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Roadway Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the roadway as specified in Section 7.6(a) of this Agreement.

ARTICLE 8.
SEWER IMPROVEMENTS

8.1 **In General.** The City and the Developer will work together to construct and fund the Sewer Improvements. The Developer will be solely responsible for onsite and offsite waterline extensions and improvements. The Developer will design and construct the Sewer Improvements to include a lift station(s) and force main(s), subject to oversight and plan approval by the City, provided that the City will design a portion of sewer from Panchasarp Farms to CR 914A as set forth in **Exhibit F.** The Developer will dedicate all right-of-way for the Sewer Improvements and construct them according to the Governing Regulations.

8.2 **Design of Sewer Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Sewer Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Sewer Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C.**

(b) **Council Approval.** The City Council must approve the final design and construction costs for the Sewer Improvements.

(c) **Reimbursement for Design Costs.** The City shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 8.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Sewer Improvements in accordance with Section 8.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Sewer Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Sewer Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design of Sewer Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design of Sewer Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Sewer Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

(g) **Design of Phase One.** City has a detailed design of the Sewer Improvements for Phase One (Panchasarp Farms to County Road 914A) of the Sewer Improvements, as depicted on **Exhibit F**. Such detailed designs were designed by a professional engineer retained by the City. City shall allow Developer, and Developer shall use, the detailed design of the Sewer Improvements for Phase One to design the remainder of the Sewer Improvements.

8.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City. The City will acquire offsite easements.

(b) **Sewer Improvements Conveyance.** All Sewer Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

8.4 **Fees.** Sewer impact fees shall be assessed upon the Developer according to the Burleson Sewer Impact Fee Ordinance, and the Developer shall pay the pass through Fort Worth impact fees pursuant to the Agreement for Wastewater Service between the City of Fort Worth, Texas, and the City of Burleson, Texas, dated May 8, 2018, or as may be amended. All other fees associated with the construction of the Sewer Improvements shall be waived.

8.5 **Community Facility Contract (CFC).** The Developer shall enter into a CFC with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance for each phase of the sewer construction.

8.6 **Sewer Improvement Construction Schedule.** The construction of the Sewer Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Sewer Improvements, such phases being as follows:

- (i) Phase One – Panchasarp Farms to County Road 914A,
- (ii) Phase Two – County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and
- (iii) Phase Three – County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Sewer Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Sewer Improvements by December 31, 2023.

8.7 **Reimbursement for Construction Costs of Sewer Improvement.**

(a) **Opinion of Cost.** The final design for the Sewer Improvements shall include an opinion of probable Construction Costs for the Sewer Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Sewer Improvements if the City Council has not approved any cost before it is incurred, obligated or spent, the City is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Sewer Improvements.** The City shall reimburse the Developer for approved costs based on the Developer's bi-monthly request, with payment to be made in the amount of the cost of the request within twenty business (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Sewer Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the sewer as specified in Section 8.6(a) of this Agreement.

(d) **Competitive Bidding.** All contracts for construction of the Sewer Improvements shall be competitively bid according to state law.

8.8 **Future Lift Station.** The future lift station, depicted on **Exhibit F**, will not be constructed concurrently with the other Sewer Improvements, and will serve the entire basin, including only a portion of Chisholm Summit. Provided the future lift station is constructed prior to December 31, 2025 and provided funds are available, the City agrees to participate in the cost of the future lift station by contributing up to fifty percent (50%) of the total cost, based on a calculation of how much of the lift station's capacity is needed to serve Chisholm Summit. The City will pay for the pro rata cost allocated to areas outside of Chisholm Summit capped at fifty percent (50%) of the total cost of the future lift station. By way of example, if the cost of the future lift station is one million dollars and 40% of the capacity is attributable to Chisholm Summit, the City would pay \$500,000. If 70% of the capacity is attributable to Chisholm Summit, the City will pay \$300,000.

ARTICLE 9. **PARKLAND IMPROVEMENTS**

9.1 **Dedication.** The Developer proposes to dedicate 102 acres of parkland according to the Preliminary Park and Trails Plan attached as **Exhibit D** to this Agreement. In no instance shall the parkland dedication be less than 90 acres. All parkland dedication shall be made at the time of final platting of each phase and shall be conveyed to the City free and clear of all liens, encumbrances, assessments, and restrictions other than as provided in this Agreement. All public parkland needs to be so indicated on the plat. Any areas that will be private common space need to be delineated clearly on the plat.

9.2 **Park and Trail Plan.** The Preliminary Park and Trails Plan is a conceptual rendering of locations of a community park, and equestrian center, trails, and thirteen (13) neighborhood parks. These locations are conceptual, but in no case shall fewer park locations, area dedicated, or miles of trails be provided. A detailed Final Parks and Trails Plan shall be included with each Approved Plat for each phase, subject to approval by the City Council. The Final Parks and Trails Plan shall be in full conformance with the Development Standards attached as **Exhibit C** and shall be subject to approval by the City Council. Although the Final Parks and Trails Plan is submitted in conjunction with the plat, approval by the City Council is not ministerial, and when approved shall be considered an amendment to this Agreement.

9.3 **Construction of Parkland Improvements.** The Developer shall construct the Parkland Improvements in full compliance with the Final Parks and Trails Plan. The Developer shall complete construction of the Parkland Improvements by final acceptance of the Roadway Improvements, and Sewer Improvements of each phase. Parkland Infrastructure fees shall be waived for parks constructed by the Developer.

9.3 **Maintenance of Parks and Trails.** The Public Improvement District created pursuant to Section 10 below will fund park maintenance.

ARTICLE 10. **PUBLIC IMPROVEMENT DISTRICT**

10.1 **Creation.** Within 180 days after the Effective Date, the City and the Developer shall cooperate to establish a Public Improvement District (PID) pursuant to Chapter 272 of the Texas Local Government Code.

10.2 **Purpose.** The primary purpose of the PID will be to reimburse Developer for capital expenditures to construct parks and trails and to provide maintenance for Chisholm Summit parks and trails dedicated to the public.

ARTICLE 11. **DEDICATION FOR PUBLIC SAFETY**

Developer agrees to dedicate at least three (3) acres on the Property to the City for a public safety facility to be constructed by the City, and for other municipal purposes. The Parties will mutually agree on the location of the dedicated land which shall be conveyed no later than thirty-six (36) months after the Effective Date of this Agreement.

ARTICLE 12. **DEFAULT AND REMEDIES**

12.1 In the event: (i) the Developer or the Current Owners fail to comply with the terms of this Agreement; (ii) the Developer or the Current Owners have delinquent ad valorem or sales taxes owed to the City (provided that the Developer or the Current Owners retain the right to timely and properly protest and/or contest any such taxes); (iii) upon the

occurrence of any Event of Bankruptcy or Insolvency by the Developer or the Current Owners prior to substantially completion of the Public Improvements; or (iv) the Developer the Current Owners materially breach any of the material terms and conditions of this Agreement, then the Developer the Current Owners, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give the Developer or the Current Owners (and its assignees) written notice of such breach and/or default, and if the Developer or the Current Owners have not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to the Developer the Current Owners, and the City shall have no further obligation to the Developer the Current Owners.

12.2 If a default shall occur and continue, after thirty (30) days written notice to cure the default, the Party not in default shall have the right to exercise any and all rights available to such Party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting Party may be entitled.

12.3 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

ARTICLE 13. **DEBT ISSUANCE**

The BEDC commits to issue debt to fund the Roadway Improvements and the City may deem it appropriate to fund the Sewer Improvements with debt issuance. Their obligation to fund the Reimbursement is contingent upon required state approval of the issuance. In the event debt is not approved, the Developer or the City may terminate this Agreement.

ARTICLE 14. **REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the

application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 15.
AUTHORITY; COMPLIANCE WITH LAW

15.01 Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

15.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

15.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Article.

15.04 Developer shall remain current on all ad valorem taxes owed by him to the City and other taxing jurisdictions subject to his right to protest under the Tax Code.

ARTICLE 16.
RIGHT OF OFFSET

Developer agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Developer may respond or act, City may offset the amount of any compensation due to Developer for any calendar year under this Agreement against unpaid Impositions any amount which is: (i) lawfully due to City from

Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction by Developer.

ARTICLE 17.
VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 18.
FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 19.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

16.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

16.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 20.
ASSIGNMENT

Developer may not assign any part of this Agreement without consent or approval by the City Council, except to End Users, which are defined as purchasers of the individual platted lots.

ARTICLE 21.
INDEMNIFICATION

DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF Developer OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

ARTICLE 22.
NO JOINT VENTURE

It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Developer's construction of Chisholm Summit.

ARTICLE 23.
RECORDATION AND APPLICABILITY TO PROPERTY

Pursuant to the requirements of Section 212.172(c) of the Local Government Code, the Current Owners shall record this Agreement, and all amendments to this Agreement, in the real property records of Johnson County, Texas, and shall provide a file-marked copy of the recorded Agreement to the City within ten (10) days after its execution. This Agreement shall be binding upon the City, the BEDC, the Current Owners, any lender that has become an assignee, and any other assignee, and their respective successors and assigns. The Parties agree that this Agreement benefits and burdens the Property and touches and concerns the Property. The rights and obligations under this Agreement are intended to be covenants running with the Property. Notwithstanding the foregoing, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any End User except for land use and development regulations including building material requirements that apply to the lot in question.

ARTICLE 24.
CHANGES IN STATE OR FEDERAL LAWS

If any state or federal law changes so as to make it impossible for a Party to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

ARTICLE 25.
ADDITIONAL DOCUMENTS AND ACTS

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement. The City Council authorizes the City Manager or his designee to execute these documents.

ARTICLE 26.
INTERPRETATION

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this 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 this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

ARTICLE 27.
AUTHORITY TO EXECUTE

The City and the BEDC warrant that this Agreement has been approved by the City Council and the BEDC in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Current Owners warrant that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement or other applicable organizational documents of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee or lender who becomes a Party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee or lender and that the individual executing this Agreement on behalf of such assignee or lender has been authorized to do so.

ARTICLE 28.
TAKINGS IMPACT ASSESSMENT

Current Owners expressly and unconditionally waives and releases the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, as it may apply to this Agreement or the Project.

ARTICLE 29.
DETERMINATION OF ROUGH PROPORTIONALITY

As additional consideration for the Reimbursement received by Developer under this Agreement, Developer hereby agrees to donate the land necessary to construct the Public Improvements to the City and Developer further agrees that such land is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Private Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

ARTICLE 30.
PRIOR DEVELOPMENT AGREEMENTS

The following listed development agreements entered into under Chapter 43 and Section 212.172 of the Texas Local Government Code are hereby terminated and of no further effect and the Parties agree that the Property may be annexed in its entirety:

- (a) Development Agreement between the City of Burleson, Alta Burle, LP, and Burleson Development, Inc. dated August 6, 2018, approved by the City Council of the City of Burleson by Resolution No. CSO#869-08-2018;
- (b) Development Agreement between the City of Burleson and the Jackson Family Trust dated October 29, 2014, recorded under Instrument Number 2014-24200, Johnson County Real Property Records, Johnson County, Texas;
- (c) Development Agreement between the City of Burleson and Burleson Development, Inc. dated May 31, 2016, recorded under Instrument Number 2016-18200, Johnson County Real Property Records, Johnson County, Texas;
- (d) Development Agreement between the City of Burleson and Rocky Bransom et ux Angela, dated October 29, 2014, recorded under Instrument Number 2014-24241, Johnson County Real Property Records, Johnson County, Texas; and

(e) Development Agreement between the City of Burleson and Jerry Donahew, dated October 29, 2014, recorded under Instrument Number 2014-24176, Johnson County Real Property Records, Johnson County, Texas.

Further, the Parties agree if any portion of the Property is subject to a development agreement with the City not listed above, such development agreement is hereby terminated and of no further effect, but only to the extent such development agreement includes real property included in the Property. In the event a development agreement also includes real property that is not included in the Property, the development agreement shall continue in full force and effect over the real property not included in the Property, but shall be terminated as to the real property included in the Property.

ARTICLE 31. MISCELLANEOUS MATTERS

31.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

31.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.

31.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

31.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

31.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

31.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

31.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt

requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer: R.A. Development, Ltd.
236 E. Ellison St.
Burleson, TX 76028

City: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

BEDC: Burleson EDC President
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

CURRENT OWNERS:

Burleson Development, Inc.
236 E. Ellison St.
Burleson, TX 76028

B & G South Metro, LP
236 E. Ellison St.
Burleson, TX 76028

Rocky Bransom
236 E. Ellison St.
Burleson, TX 76028

Rocky Bransom et ux Angela

236 E. Ellison St.
Burleson, TX 76028

Rocky and Angela Bransom
236 E. Ellison St.
Burleson, TX 76028

Alta Burl, LP
3000 Altamesa Blvd, Ste. 300
Fort Worth, TX 76133

Janice Yvonne Jackson
1517 CR 914
Burleson, TX 76028

The Jackson Family Trust
1517 CR 914
Burleson, TX 76028

31.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

31.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: 
Bryan Langley, City Manager

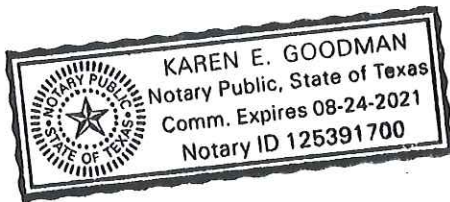
Date: 6/9/21

STATE OF TEXAS
COUNTY OF JOHNSON


This instrument was acknowledged before me on June 9, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]


Notary Public, State of Texas



BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: 


Name: Dan McClendon
Title: Board President

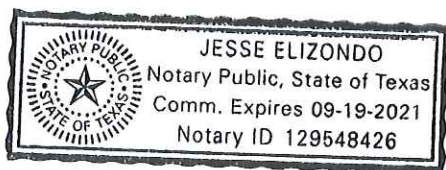
Date: June 9, 2021

STATE OF TEXAS
COUNTY OF Johnson/Tarrant

This instrument was acknowledged before me on 6/9, 2021 by Dan McClendon, known personally by me to be the Board President of THE Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

 JESSE ELIZONDO
Notary Public, State of Texas



R.A. Development, Ltd.
a Texas limited partnership

By: Bransom Management, LLC
Its general partner


By: 
Rocky Bransom, its Member

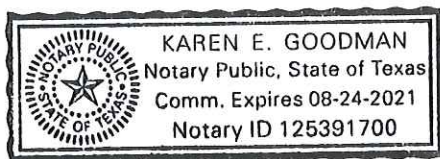
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of Bransom Management, LLC the general partner of R.A. Development, Ltd, on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas



BURLESON DEVELOPMENT, INC.
a Texas corporation

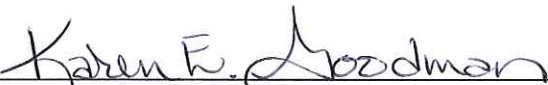
By: 
Rocky Bransom
its President and Director

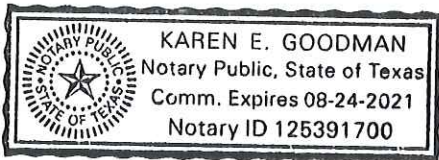
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be the president and director of Burleson Development, Inc., on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas



**B & G South Metro, LP
a Texas limited partnership**

By: B.G.S.M. Management Company, LLC
Its general partner

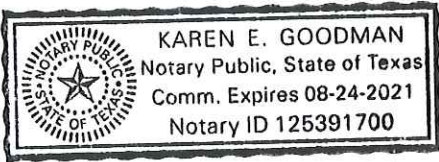
By: 
Rocky Bransom, its Member

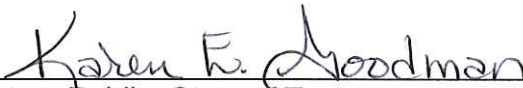
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of B.G.S.M. Management Company, LLC the general partner of B & G South Metro, LP, on behalf of said entity.

[Notary Seal]




Notary Public, State of Texas

ROCKY BRANSOM

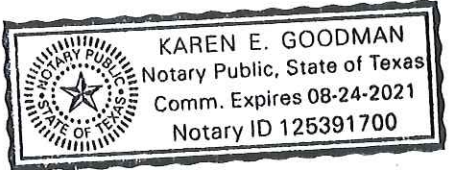
By: 
Rocky Bransom

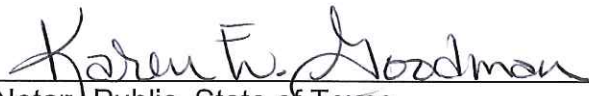
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson


This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

et ux ANGELA

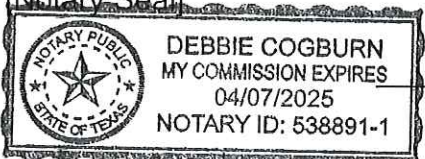
By: 
Angela Bransom

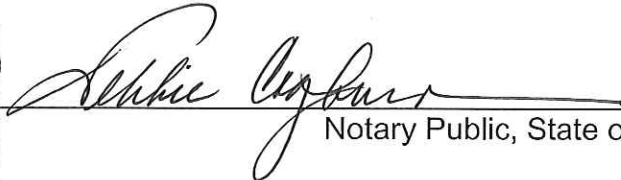
Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

ROCKY and ANGELA BRANSOM

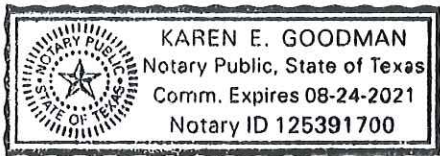
By: 
Rocky Bransom


Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

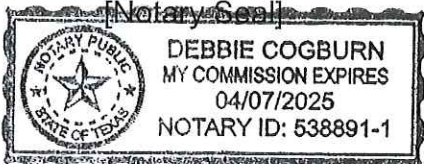
By: 
Angela Bransom


Date: 6-9-21

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]




Notary Public, State of Texas

Alta Burl, LP
a Texas limited partnership

By: Eyesight Ventures, LLC
Its general partner

By: David C. Shanks
David C. Shanks, its Manager

Date: 6/10/2021

STATE OF ~~TEXAS~~ ALASKA
COUNTY OF 3rd Judicial district

This instrument was acknowledged before me on June 10, 2021 by David C. Shanks, known personally by me to be the manager of Eyesight Ventures, LLC the general partner of Alta Burl, LP, on behalf of said entity.



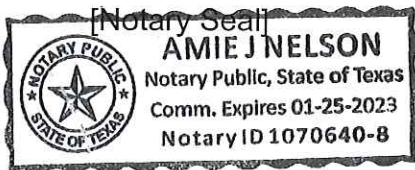
Sharon Long
Notary Public, State of ~~Texas~~ ALASKA

JANICE YVONNE JACKSON

By: *Janice Yvonne Jackson*
Janice Yvonne Jackson
Date: 6-10-2021

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me.



Amie J Nelson
Notary Public, State of Texas

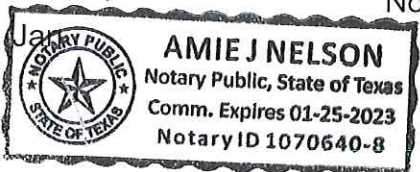
JACKSON FAMILY TRUST

By: *Janice Yvonne Jackson* ^{TTE}
Janice Yvonne Jackson, a Trustee
Date: 6-10-2021

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me to be a trustee of the Jackson Family Trust.

[Notary Seal]



Amie J Nelson
Notary Public, State of Texas

Exhibit A
Chisholm Summit Real Estate Location Map

EXHIBIT A CHISHOLM SUMMIT LOCATION MAP

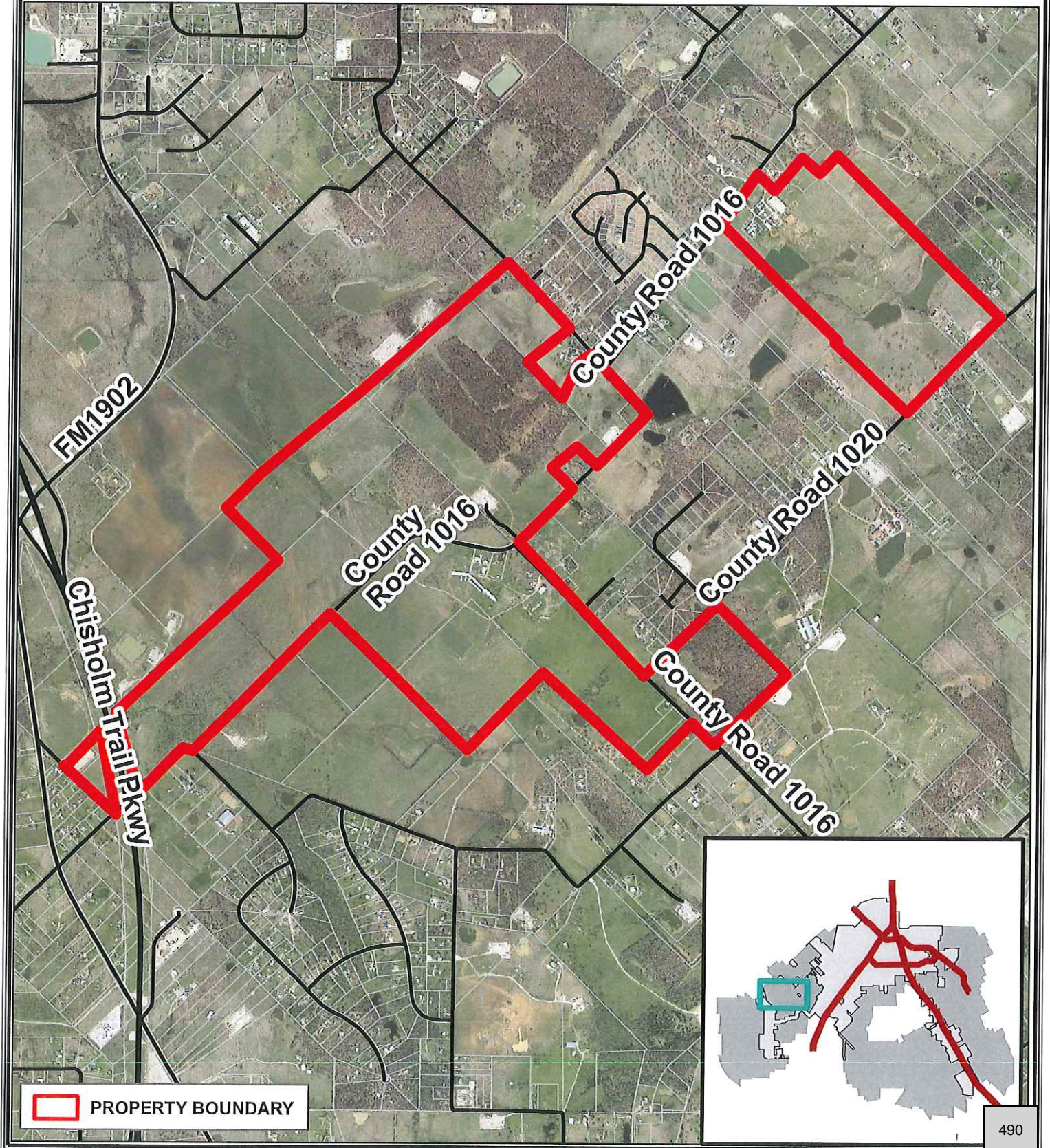


Exhibit A-1

Burleson Development Inc Parcel Location Map

EXHIBIT A - 1 BURLESON DEVELOPMENT INC. PARCEL LOCATION MAP

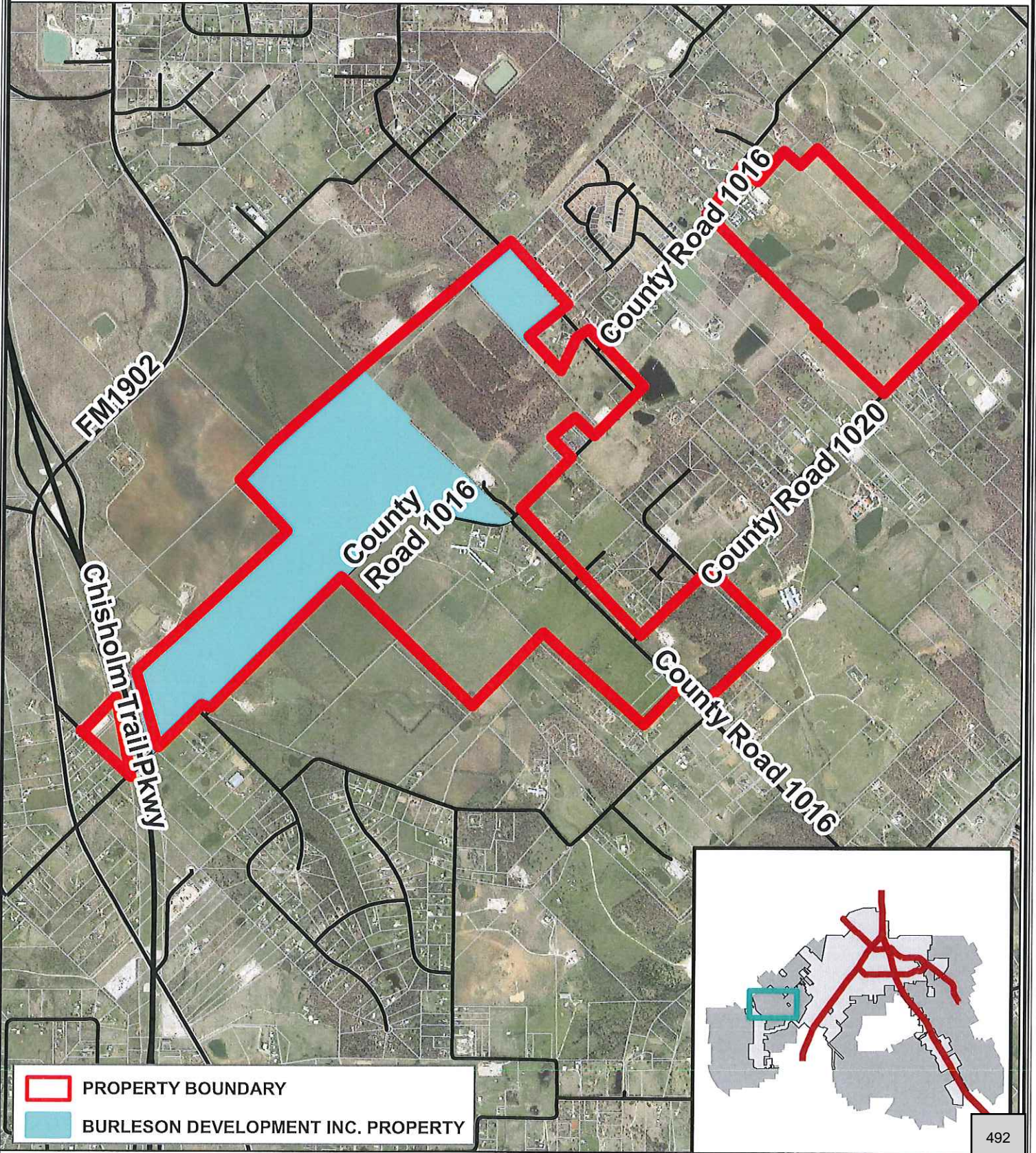
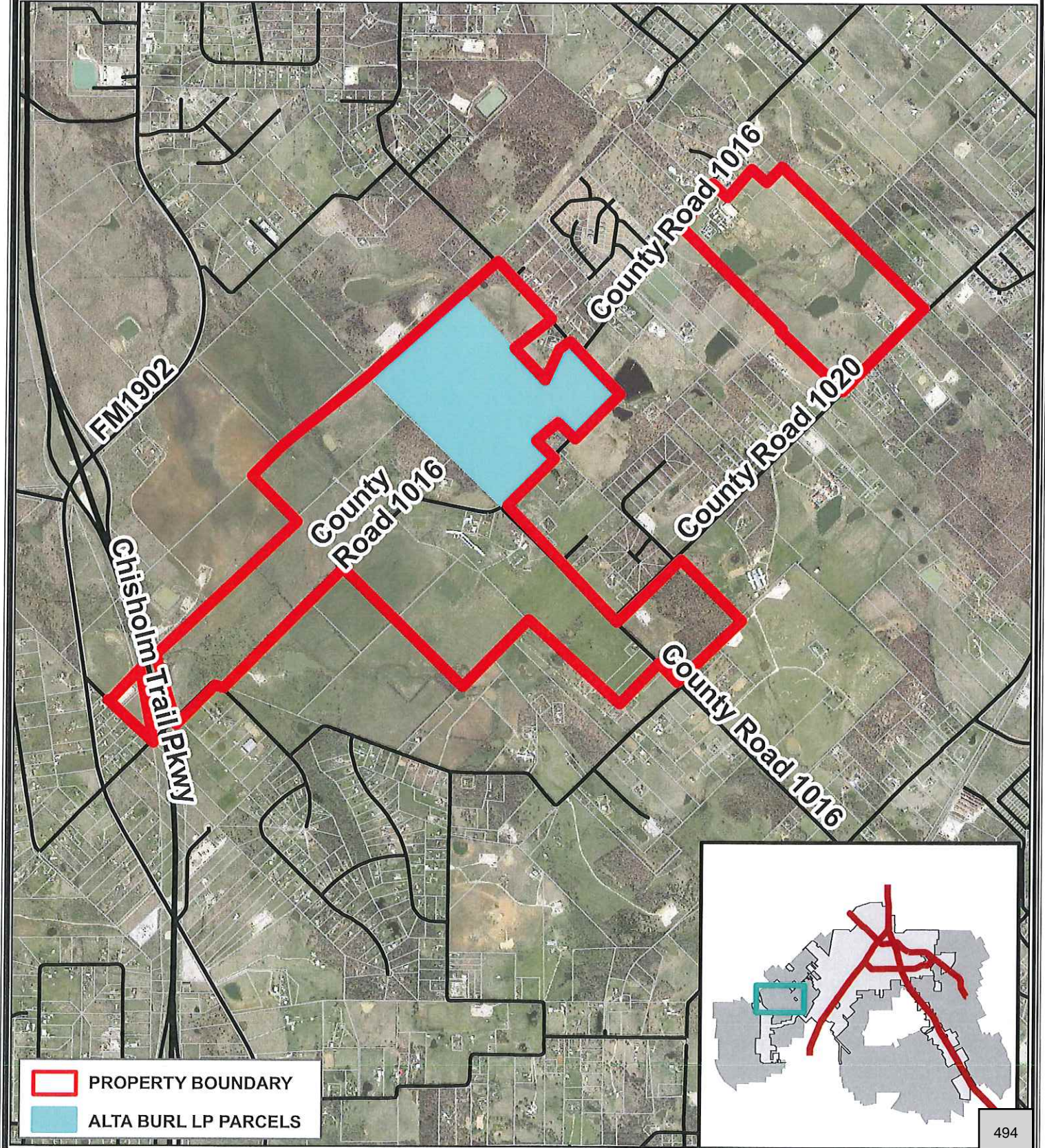


Exhibit A-2
Alta Burl LP Parcel Location Map

EXHIBIT A - 2 ALTA BURL LP PARCELS LOCATION MAP





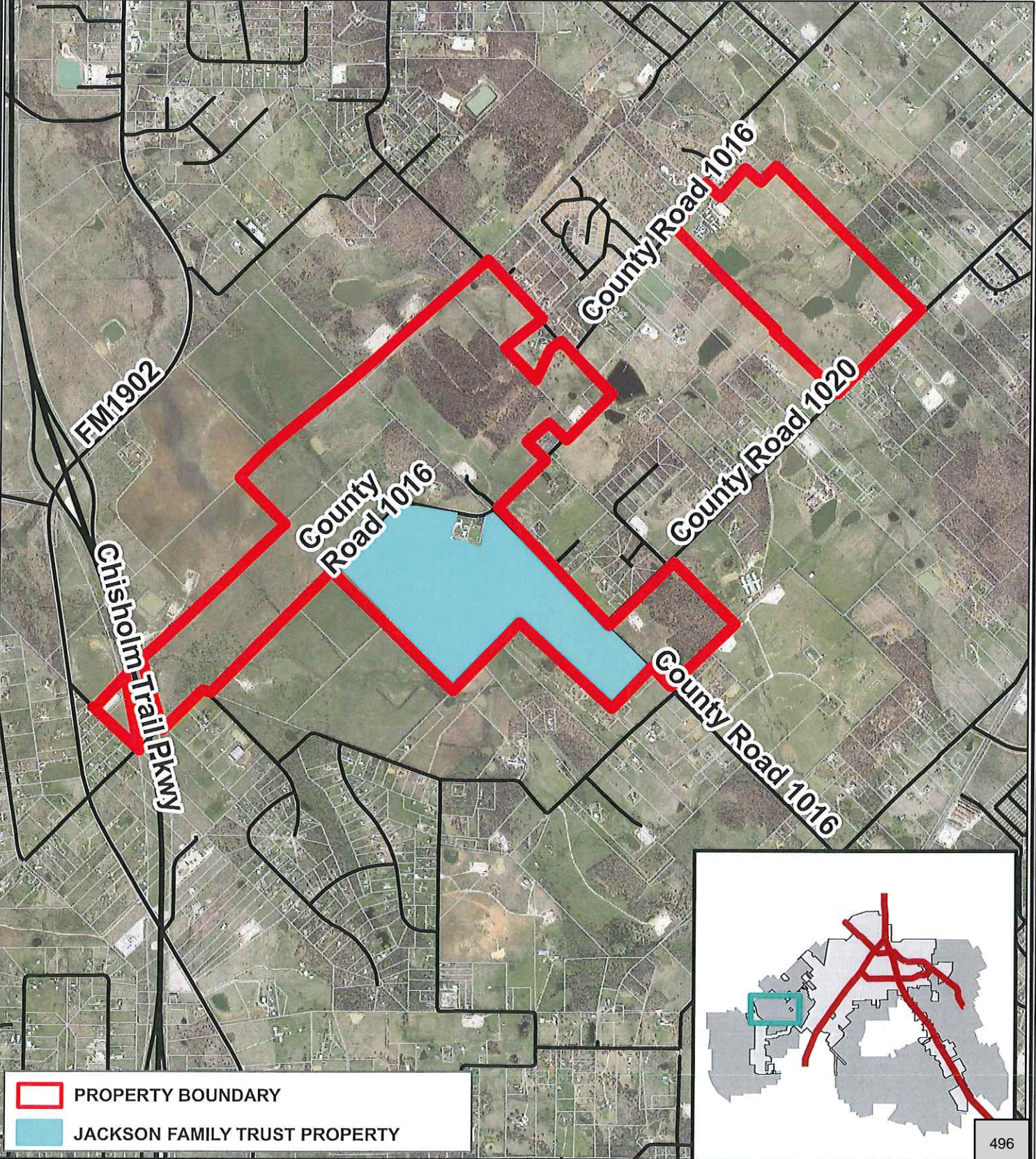
 PROPERTY BOUNDARY
 ALTA BURL LP PARCELS

Exhibit A-3

Jackson Family Trust Parcel Location Map

EXHIBIT A - 3 JACKSON FAMILY TRUST PARCELS LOCATION MAP





 PROPERTY BOUNDARY
 JACKSON FAMILY TRUST PROPERTY

Exhibit A-4

Janice Yvonne Jackson Parcel Location Map

EXHIBIT A - 4 JANICE YVONNE JACKSON PARCELS LOCATION MAP

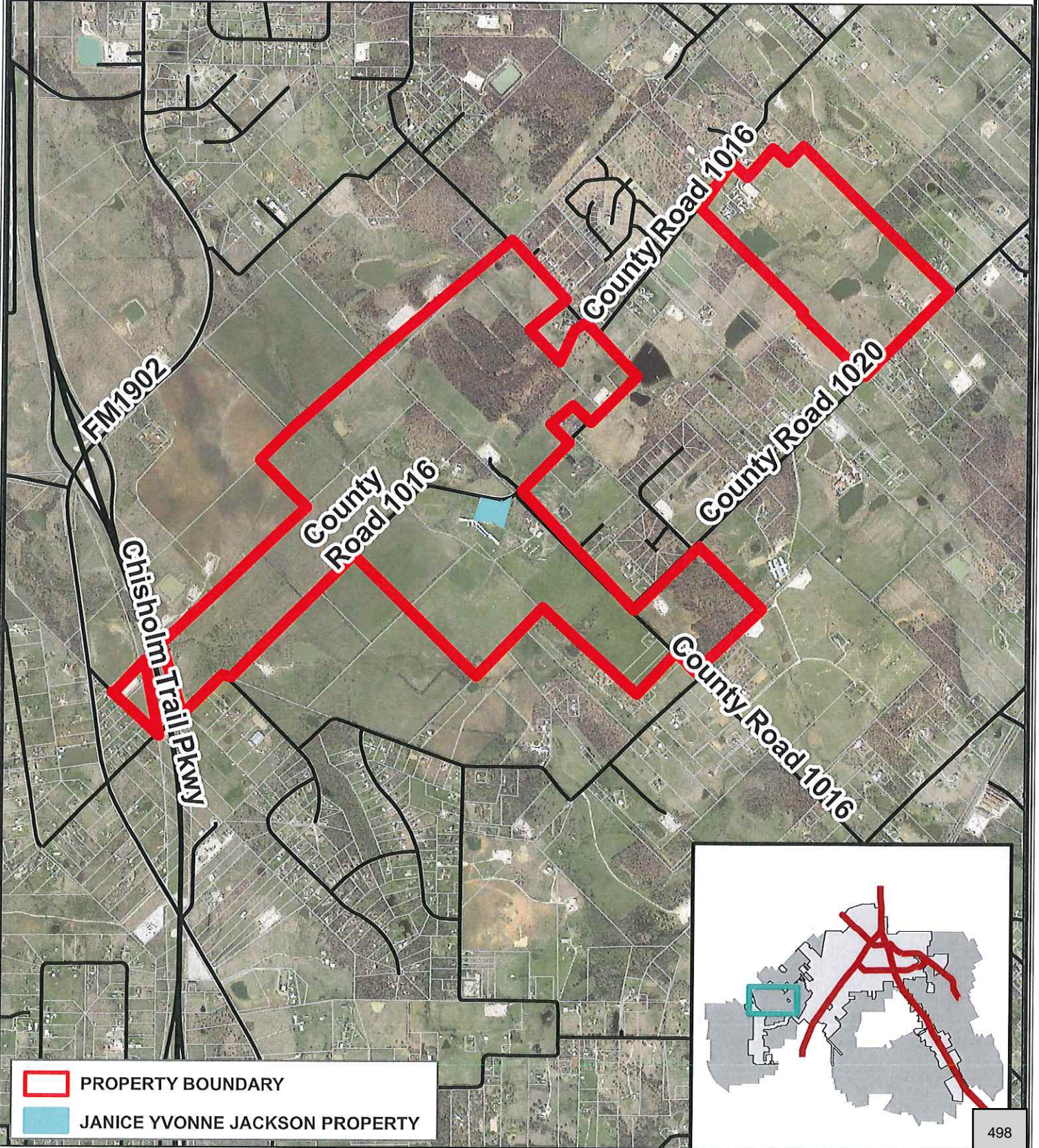


Exhibit A-5

B&G South Metro LP Parcel Location Map

EXHIBIT A - 5 B&G SOUTH METRO LP LOCATION MAP

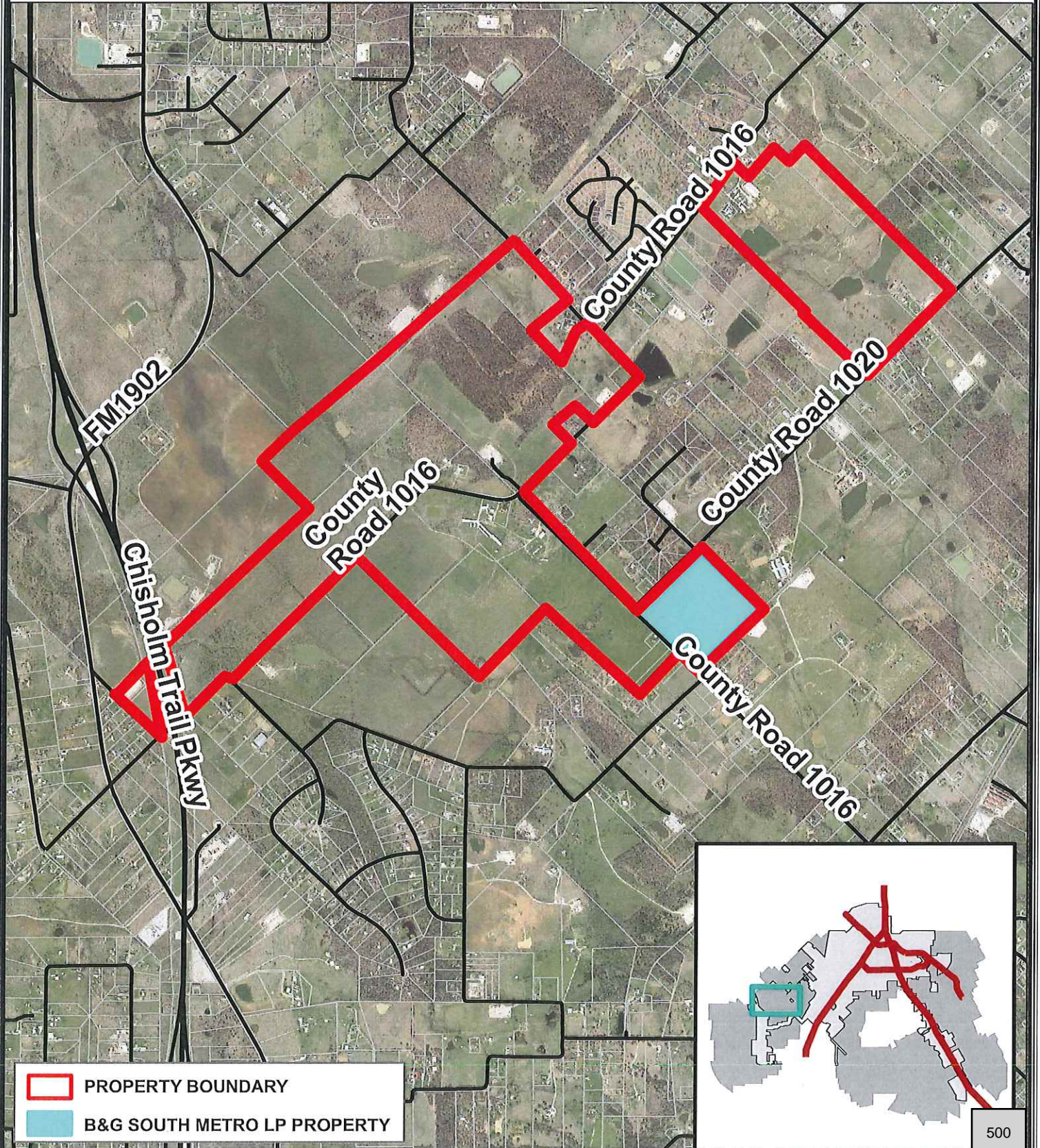
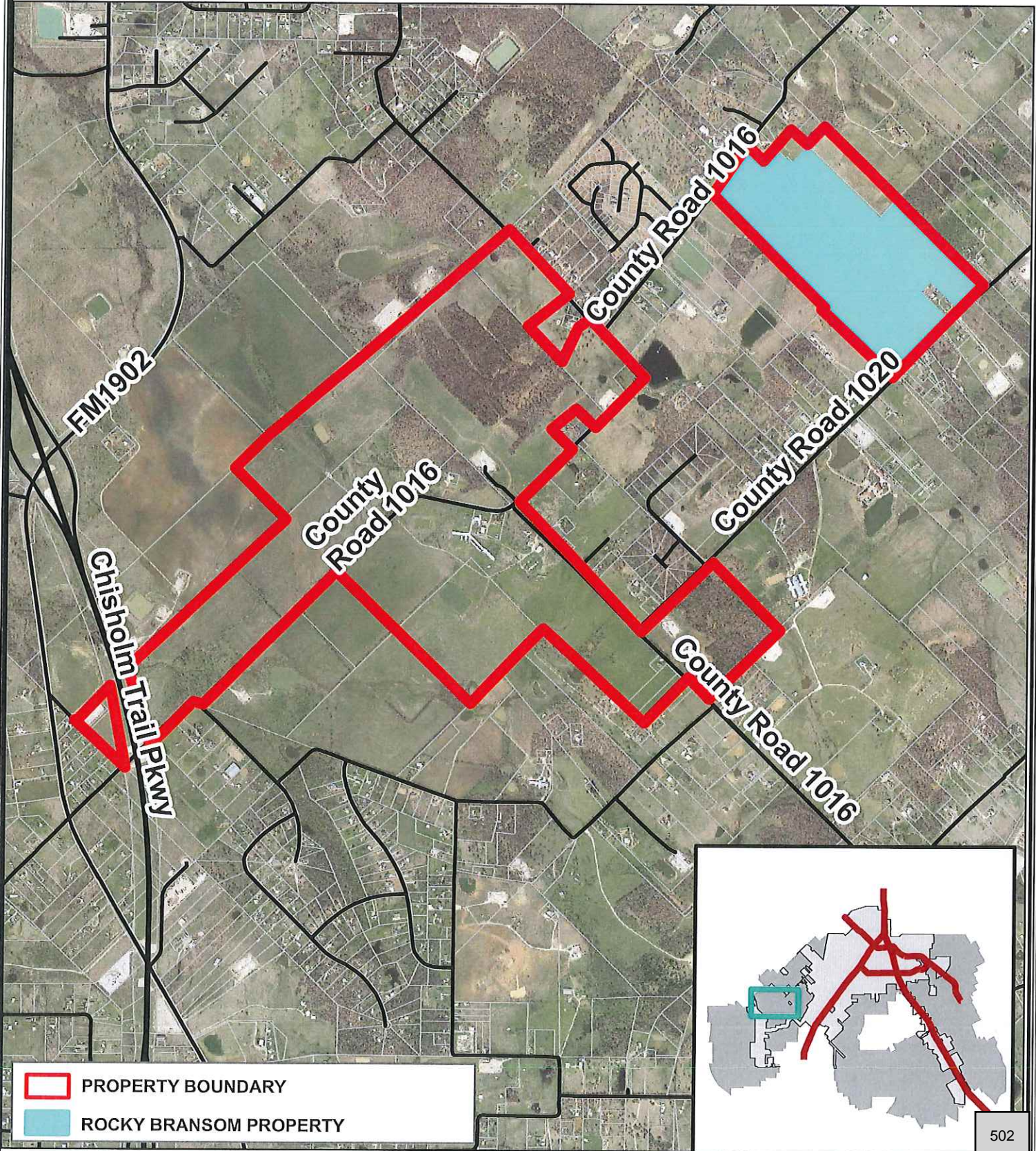


Exhibit A-6
Rocky Bransom Parcel Location Map

EXHIBIT A - 6 ROCKY BRANSOM PARCELS LOCATION MAP





-  PROPERTY BOUNDARY
-  ROCKY BRANSOM PROPERTY

Exhibit A-7

Rocky & Angela Bransom Parcel Location Map

EXHIBIT A - 7 ROCKY AND ANGELA BRANSOM PARCELS LOCATION MAP

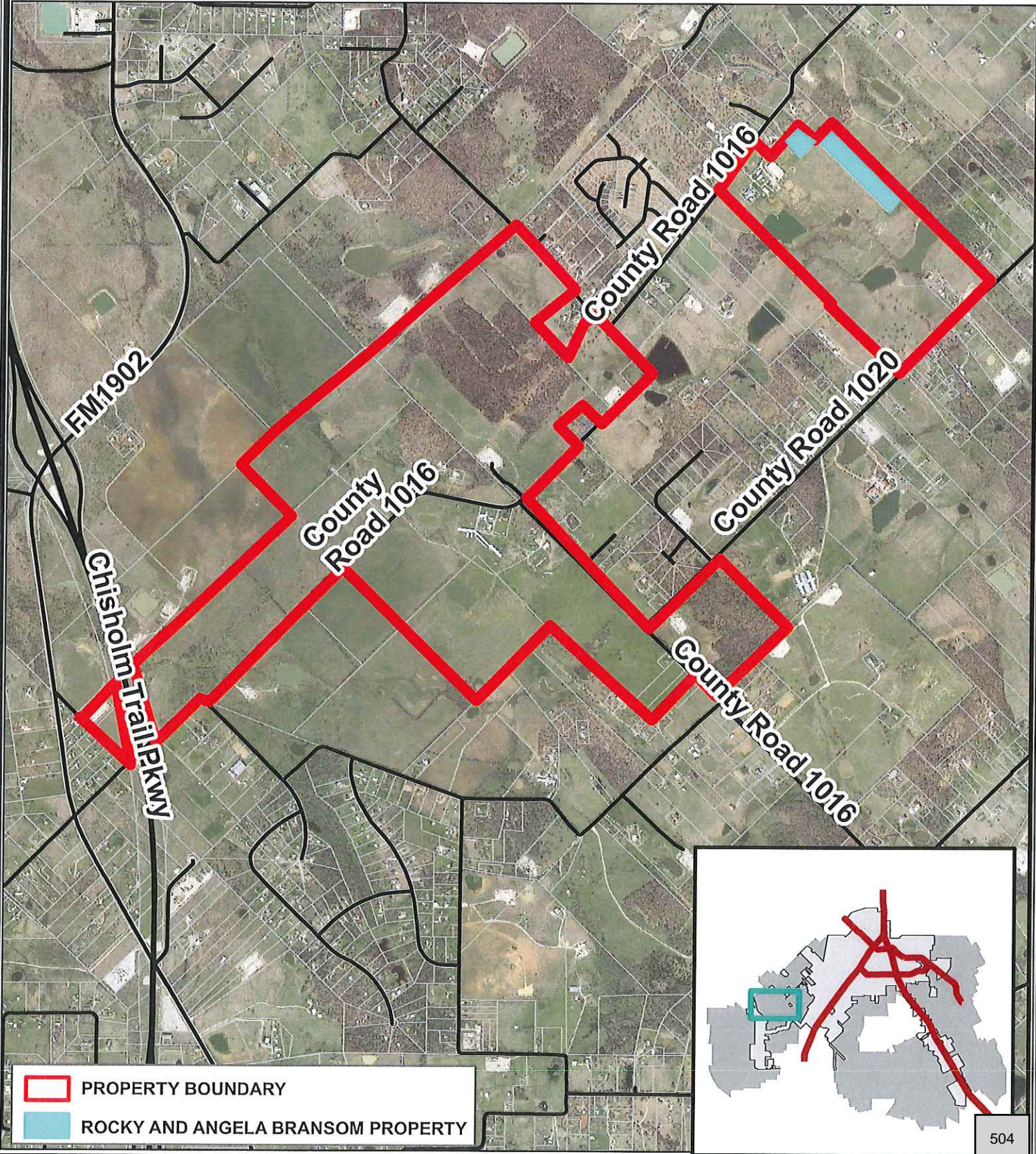


Exhibit A-8

RA Development Ltd Parcel Location Map

EXHIBIT A - 8 RA DEVELOPMENT LTD. PARCELS LOCATION MAP

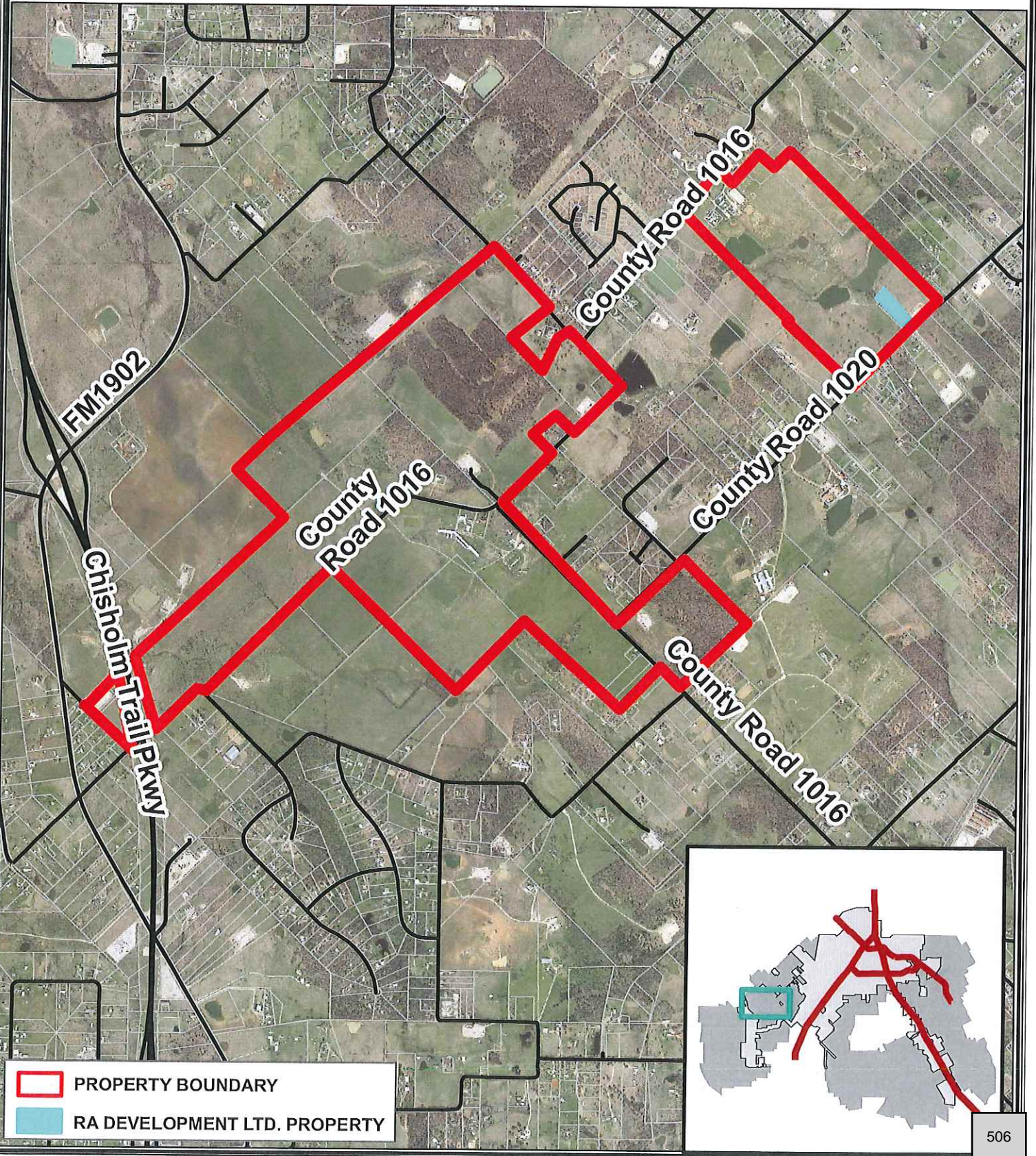
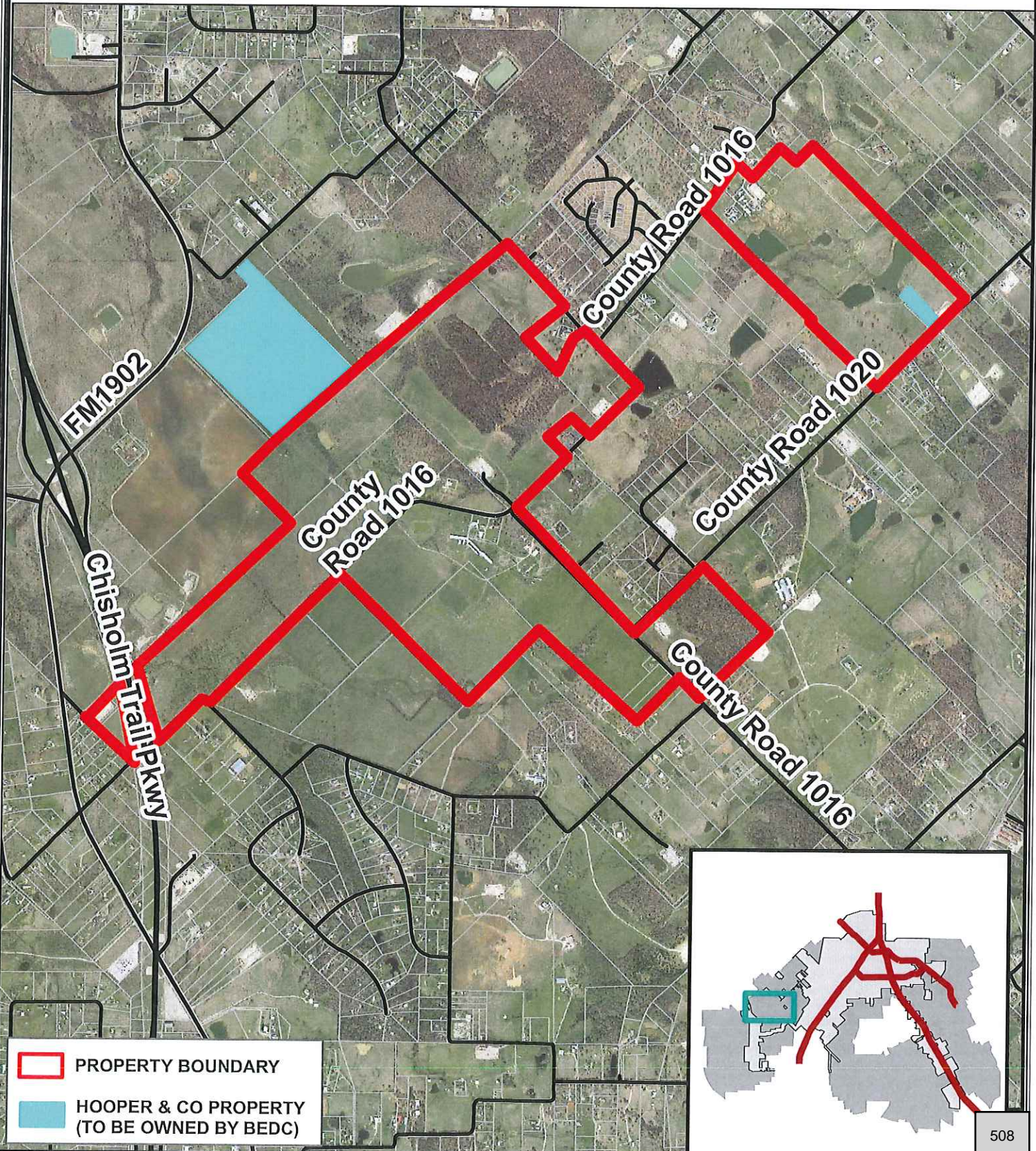


Exhibit A-9
Hooper & Co Parcel Location Map

**EXHIBIT A - 9
HOOPER & CO PARCELS
(TO BE OWNED BY BEDC)
LOCATION MAP**





 PROPERTY BOUNDARY
 HOOPER & CO PROPERTY
(TO BE OWNED BY BEDC)

Exhibit B
Preliminary Concept Plan

Exhibit C
Development Standards

**EXHIBIT C
DEVELOPMENT STANDARDS**

SECTION 1: GENERAL

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

SECTION 3: PROCESS

1. The development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
 - (i) Land uses
 - (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans
 - (iii) Designated Open Space
 - (iv) Park proximities
 - (v) Landscape Plan
 - (vi) Trail Plan
 - (vii) Park acreage – both for the current development plan and cumulative of prior development plans.
3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

SECTION 4: THEME

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
3. The general components of the theme can be described literally as:
 - (i) “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
 - (ii) “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
 - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

SECTION 5: LOT STANDARDS

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited	-	
Estate	100'	12000	2800	42	2.78%	0% Unlimited	-	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%		
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%		Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

1. Masonry standards. All structures must meet the City's Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City's zoning ordinances to establish uses and design standards.
 - (i) Traditional homes (60', 70' and 80' lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
 - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
 - (i) Carriage style garage door
 - (ii) Garage door not facing the street
 - (iii) Bay window, must project no more than 18" in the front or rear yard, and no more than 12" in the side yard.
 - (iv) Eyebrow or arched front windows
 - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
 - (vii) Front porch railings of either wood or wrought iron
 - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
 - (ix) Cupolas or turrets
 - (x) Dormers
 - (xi) Gable
 - (xii) Decorative attic or gables feature, minimum 2 square feet
 - (xiii) Two or more offsets in the front façade of at least 24" depth
 - (xiv) Metal roof accents
 - (xv) Recessed entry, an minimum of three (3') deep
 - (xvi) Variable roof pitch equal to or greater than 8:12
 - (xvii) Exterior shutters on at least 75% of the windows on the front façade
 - (xviii) Masonry arches
 - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
 5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
 6. The Planned Development Ordinance will establish anti-monotony standards.
 7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
 - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
 - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
 - (iii) Parks shall generally be constructed in accordance with the following:
 - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	Community Park	Neighborhood Park
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
Site Furnishings		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
Secondary		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
 - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
 - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square foot house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
 - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
 - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
 - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
 - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
 - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
 - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
 - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
 - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.
 - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

SECTION 11: STREET LAYOUT

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
 - (i) Lakewood Blvd.
 - Minimum 4 lanes
 - minimum 120 foot ROW
 - Trail component
 - landscaped parkways and/or medians
 - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
 - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
 - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 - (iii) Cul de sacs
 - (iv) Short block lengths
 - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - (i) 6-foot trail comprised of two 3-foot tread areas
 - (ii) 4-foot trail comprised of two 2-foot tread areas
 - (iii) Material of native soil with no road base plus wood chip in low drainage areas
 - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
 - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - (i) Bocce Ball
 - (ii) Bag Toss
 - (iii) Horseshoes
 - (iv) Shuffleboard
 - (v) Chess/Checkers Tables
 - (vi) Fitness Stations
 - (vii) Art Installments
 - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

SECTION 13: LIGHTING

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family, Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - (i) Party rooms for HOA-member use
 - (ii) Covered patio
 - (iii) Fire pits
 - (iv) Outdoor kitchen
 - (v) Restrooms
 - (vi) HOA office
 - (vii) Pedestrian connections to Community Park amenities
 - (viii) Dedicated parking for building use
 - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1

Exhibit C
Development Standards
Attachment 1



1

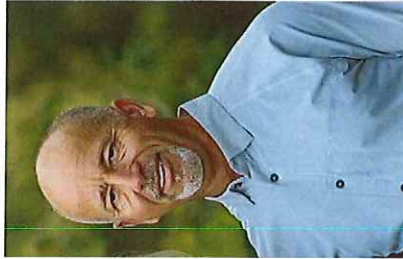
THE HEIGHT OF BURLESON LIVING

RA Development, Ltd.

February 22, 2021

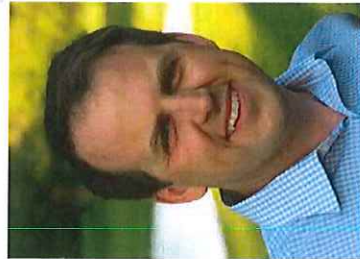


BURLESON DEVELOPMENT, INC.



ROCKY BRANSOM

Mr. Bransom has delivered several thousand lots into the Burleson market over the last 30 years. His experience in real estate extends past property development to every trade throughout the process in home construction, utilities, excavation and paving. Rocky has been committed to positive growth in the Burleson area and considers his roots here to be something that drives the quality of the final product.



JUSTIN BOND

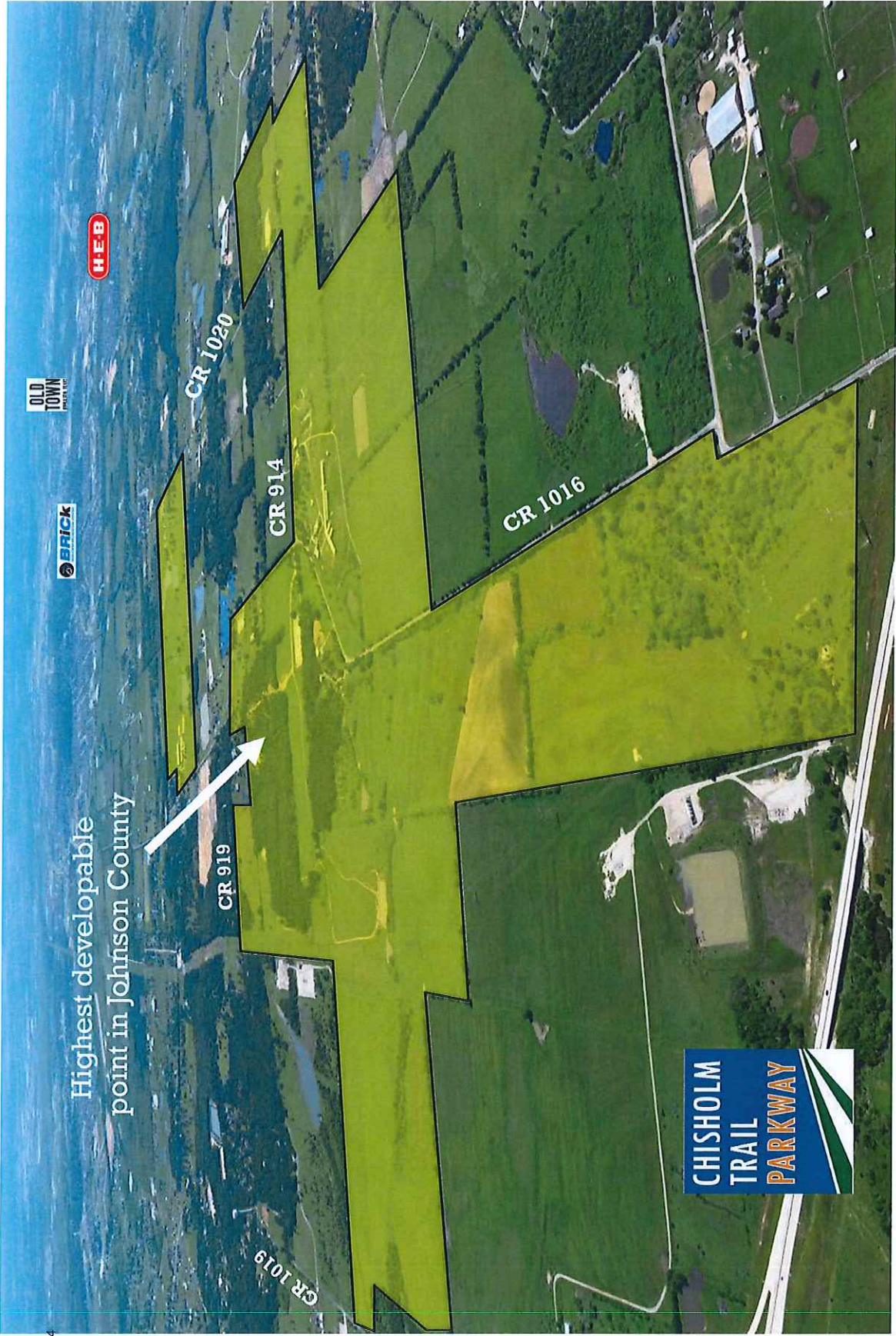
Mr. Bond has worked in land use development and construction for 15 years, from building schools to advocating for local natural gas development to promoting the growth of Burleson as a City director. Justin manages all development projects from design to construction for Rocky's companies. His family has proudly lived and worked in Burleson for nearly 60 years.



PROPERTY HISTORY

- 2005 – Annexations by City of Burleson to establish a western boundary at the Chisholm Trail Parkway (CTP)
- 2014 & 2016 – Development Agreements with CTP-area owners in Burleson extra-territorial jurisdiction to establish rules for future annexations
- 2016-2021 – Burleson Development, Inc. (Rocky Bransom) and affiliated partners coordinate acquisition of large parcels near the CTP
- 2018 – “Chisholm Summit”, a residential community on the CTP, presented to the City for preliminary review but faced challenges related to sewer capacity
- 2019 – Wastewater Analysis for Chisholm Summit area conducted
- 2021 - Additional acquisitions and partnerships bring development of Chisholm Summit to approximately 915 acres





Highest developable
point in Johnson County

HEB

OLD TOWN

BRICK

CR 1020

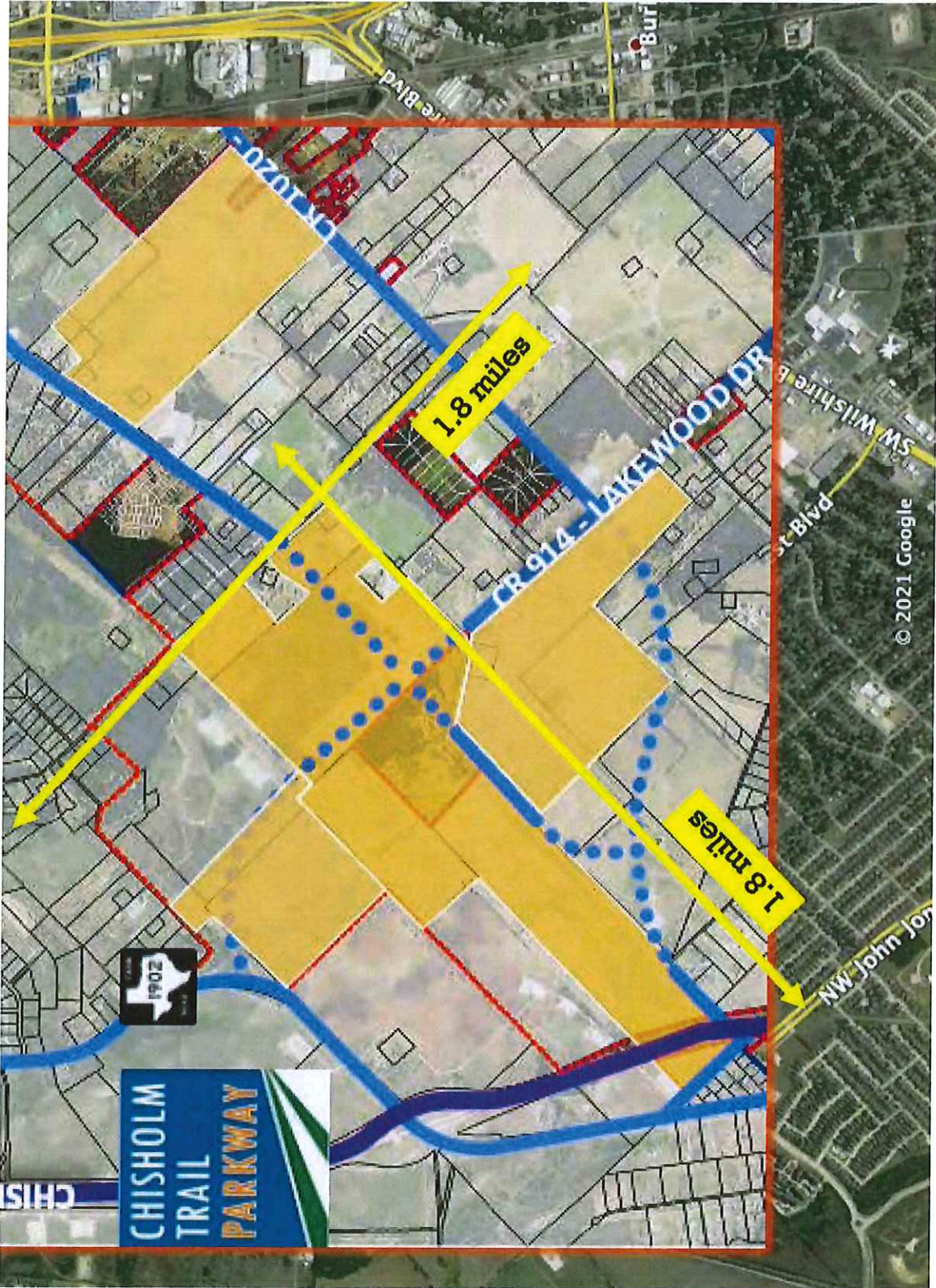
CR 914

CR 1016

CR 919

CR 1019

CHISHOLM
TRAIL
PARKWAY



**EXHIBIT C
DEVELOPMENT STANDARDS**

SECTION 1: GENERAL

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

SECTION 3: PROCESS

1. The development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
 - (i) Land uses
 - (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans
 - (iii) Designated Open Space
 - (iv) Park proximities
 - (v) Landscape Plan
 - (vi) Trail Plan
 - (vii) Park acreage – both for the current development plan and cumulative of prior development plans.
3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

SECTION 4: THEME

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
3. The general components of the theme can be described literally as:
 - (i) “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
 - (ii) “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
 - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

SECTION 5: LOT STANDARDS

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited -	
Estate	100'	12000	2800	42	2.78%	0% Unlimited -	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%	
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%	Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

1. Masonry standards. All structures must meet the City’s Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City’s zoning ordinances to establish uses and design standards.
 - (i) Traditional homes (60’, 70’ and 80’ lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
 - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
 - (i) Carriage style garage door
 - (ii) Garage door not facing the street
 - (iii) Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
 - (iv) Eyebrow or arched front windows
 - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
 - (vii) Front porch railings of either wood or wrought iron
 - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
 - (ix) Cupolas or turrets
 - (x) Dormers
 - (xi) Gable
 - (xii) Decorative attic or gables feature, minimum 2 square feet
 - (xiii) Two or more offsets in the front façade of at least 24" depth
 - (xiv) Metal roof accents
 - (xv) Recessed entry, an minimum of three (3') deep
 - (xvi) Variable roof pitch equal to or greater than 8:12
 - (xvii) Exterior shutters on at least 75% of the windows on the front façade
 - (xviii) Masonry arches
 - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
 5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
 6. The Planned Development Ordinance will establish anti-monotony standards.
 7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
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8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
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10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
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 - (iii) Parks shall generally be constructed in accordance with the following:
 - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	Community Park	Neighborhood Park
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
Site Furnishings		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
Secondary		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
 - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
 - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square foot house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
 - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
 - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
 - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
 - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
 - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
 - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
 - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
 - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment I.
 - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

SECTION 11: STREET LAYOUT

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
 - (i) Lakewood Blvd.
 - Minimum 4 lanes
 - minimum 120 foot ROW
 - Trail component
 - landscaped parkways and/or medians
 - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
 - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
 - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 - (iii) Cul de sacs
 - (iv) Short block lengths
 - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - (i) 6-foot trail comprised of two 3-foot tread areas
 - (ii) 4-foot trail comprised of two 2-foot tread areas
 - (iii) Material of native soil with no road base plus wood chip in low drainage areas
 - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
 - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - (i) Bocce Ball
 - (ii) Bag Toss
 - (iii) Horseshoes
 - (iv) Shuffleboard
 - (v) Chess/Checkers Tables
 - (vi) Fitness Stations
 - (vii) Art Installments
 - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

SECTION 13: LIGHTING

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - (i) Party rooms for HOA-member use
 - (ii) Covered patio
 - (iii) Fire pits
 - (iv) Outdoor kitchen
 - (v) Restrooms
 - (vi) HOA office
 - (vii) Pedestrian connections to Community Park amenities
 - (viii) Dedicated parking for building use
 - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

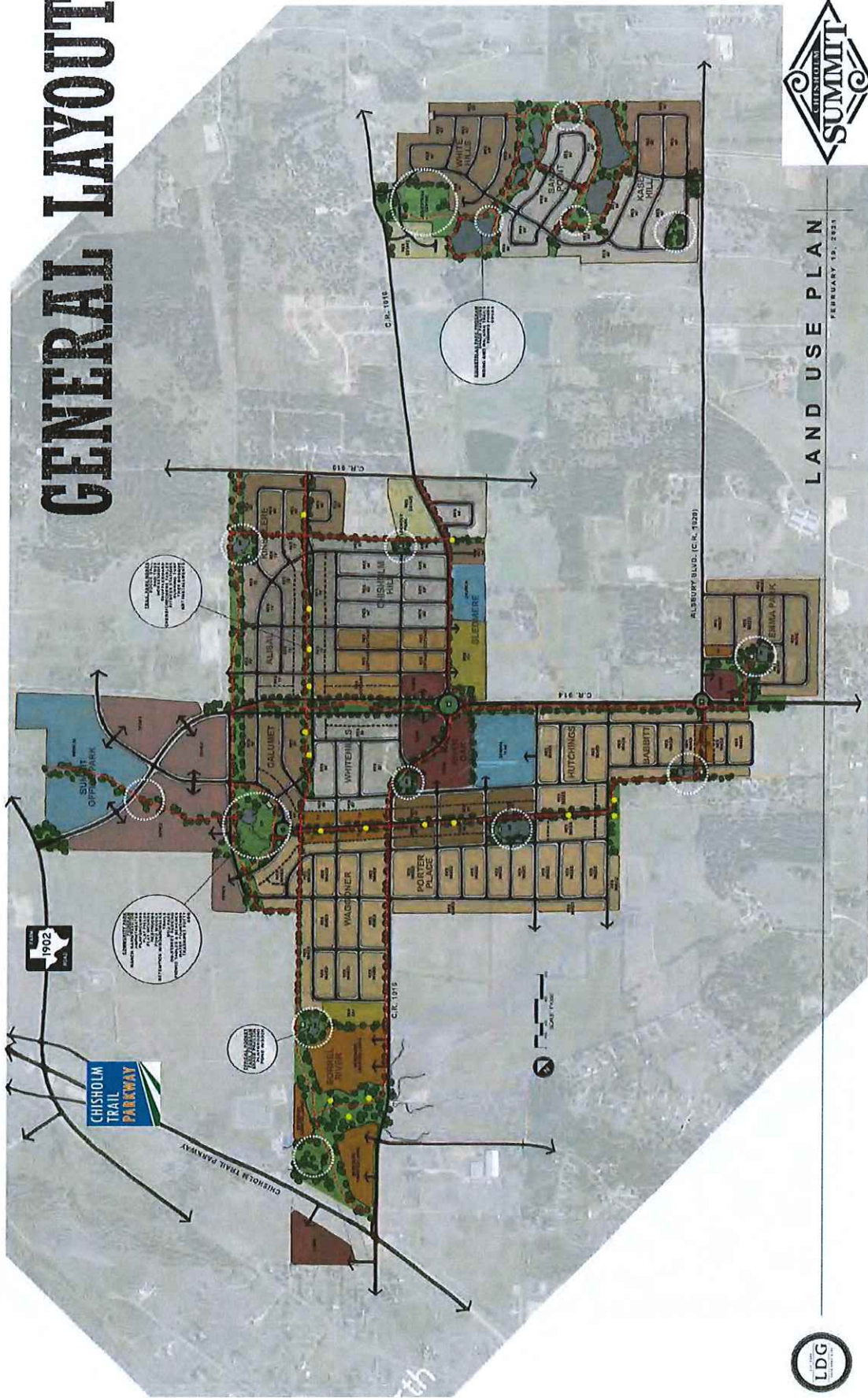
2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1

GENERAL LAYOUT



LAND USE PLAN
FEBRUARY 15, 2021



BY THE NUMBERS

- Approx. 915 acres in Master-Planned Community
- 3066 Residential Units (projected)
 - 75% Single-family (ranging frontage 40' to 80')
 - 25% Townhome/Senior Living/Multifamily
- Over 10 miles interconnected Trail System
- 102 acres dedicated Park land
 - Community Park, Pocket Parks, Trail Parks
 - Equestrian Center
 - Passive & Natural Areas
- 28 acres – Commercial nodes
- Neighborhood services at high-traffic corners
- Central node - “Chisholm Square”
- 92 acres – Professional Office Park / Medical District

PROVIDERS

- Water – Johnson County SUD
- Sewer – City of Burleson
- Electric – United Cooperative
- School – Joshua ISD





CITY REQUIREMENTS FOR MASTER-PLANNED COMMUNITIES

- All Master-Planned Developments:
 - Enhanced Landscaping
 - Architectural Standards
 - Enhanced Walls and Fencing
 - Open Space over Minimum
- +
- Larger Developments:
 - Connecting Trails
 - Lot Size Variety
 - Buffers
 - Amenity Centers
 - Themes & Sense of Place
 - Commercial Elements
 - Neighborhood Activities
 - Creative Additions



LAND USE PLAN





**THEME
&
PLACEMAKING**

11 **WESTERN**

RUSTIC
GROWTH
HORSES
FOLK
GATEWAY
PROGRESS

ACTIVE

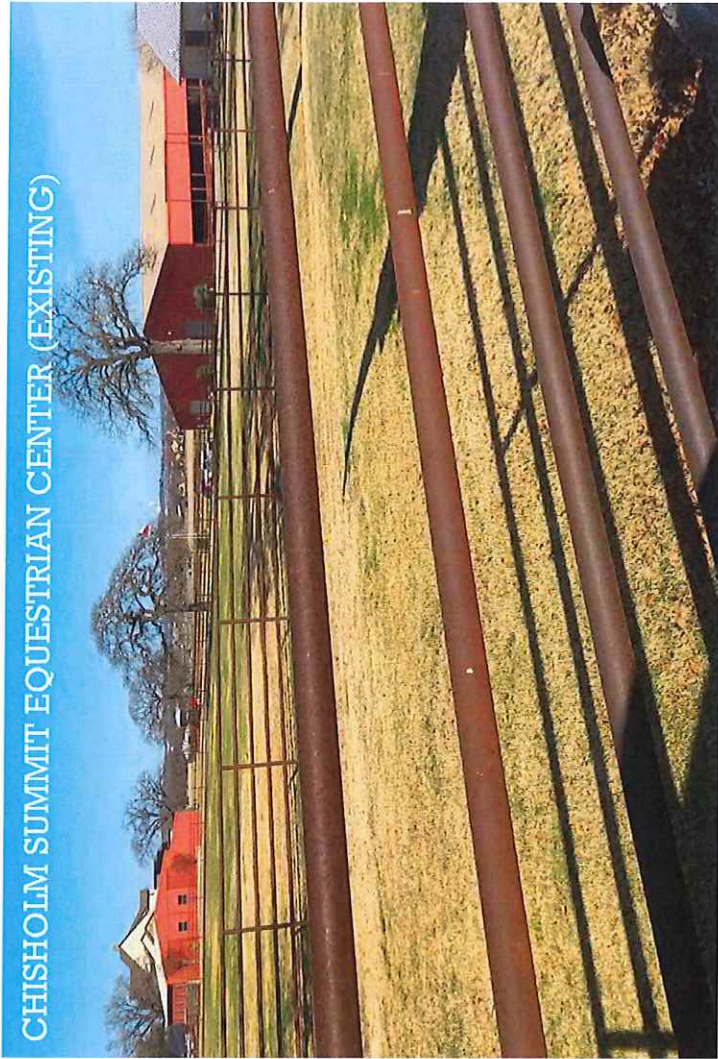
TRAILS
OUTDOORS
PURPOSE
MOVEMENT
NATURE

FAMILY

TOGETHER
COMMUNITY
NEIGHBORS
GENERATIONX
CARE

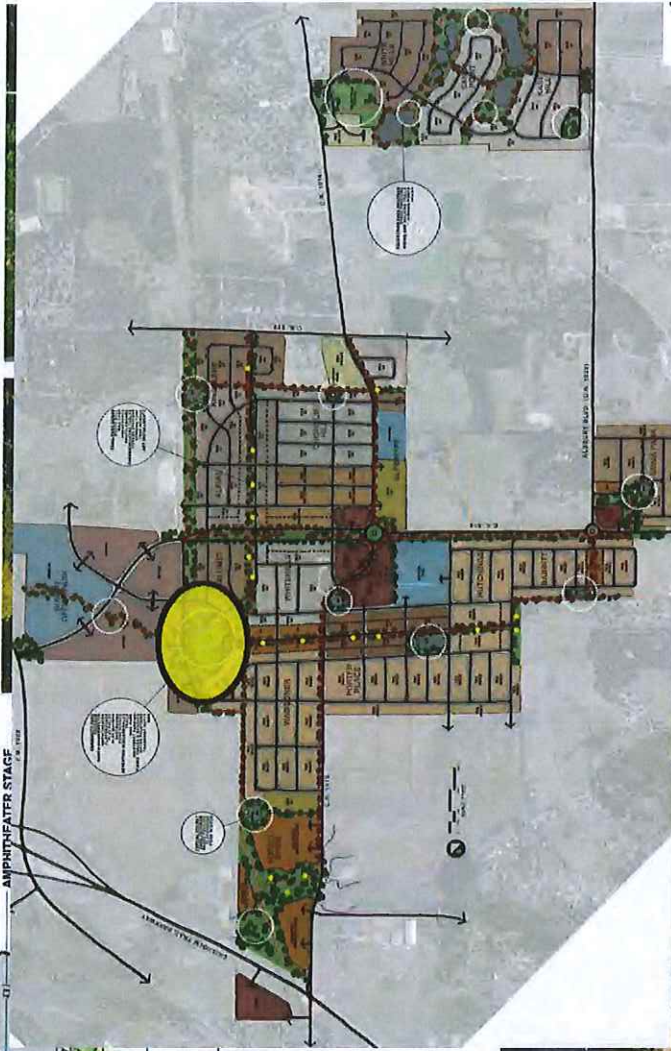


CHISHOLM SUMMIT EQUESTRIAN CENTER (EXISTING)



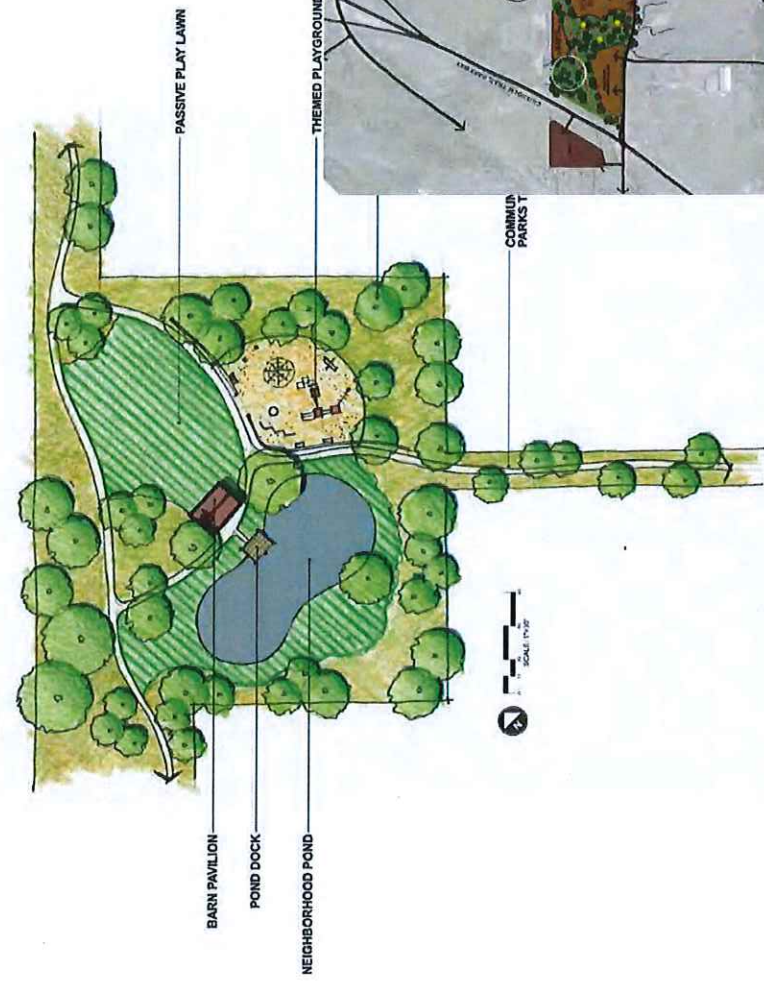
**OPEN SPACE
AMENITY CENTERS
CONNECTING TRAILS
NEIGHBORHOOD ACTIVITIES**





COMMUNITY PARK PLAN
FEBRUARY 17, 2021





PASSIVE PLAY LAWN

BARN PAVILION

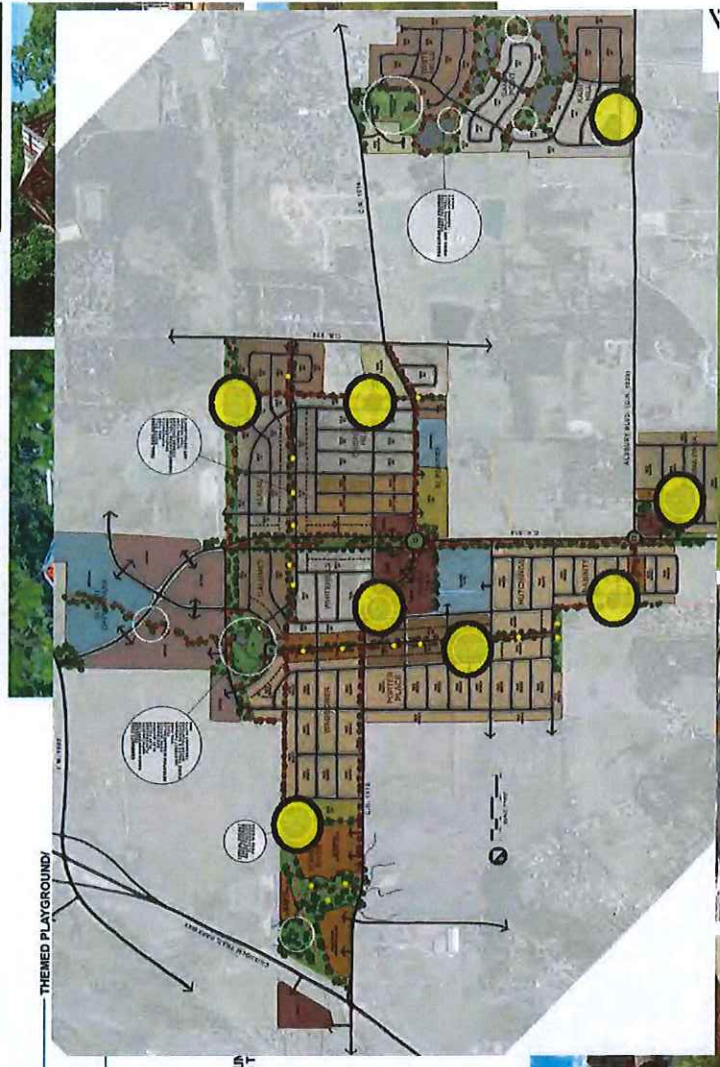
POND DOCK

NEIGHBORHOOD POND

THEMED PLAYGROUND

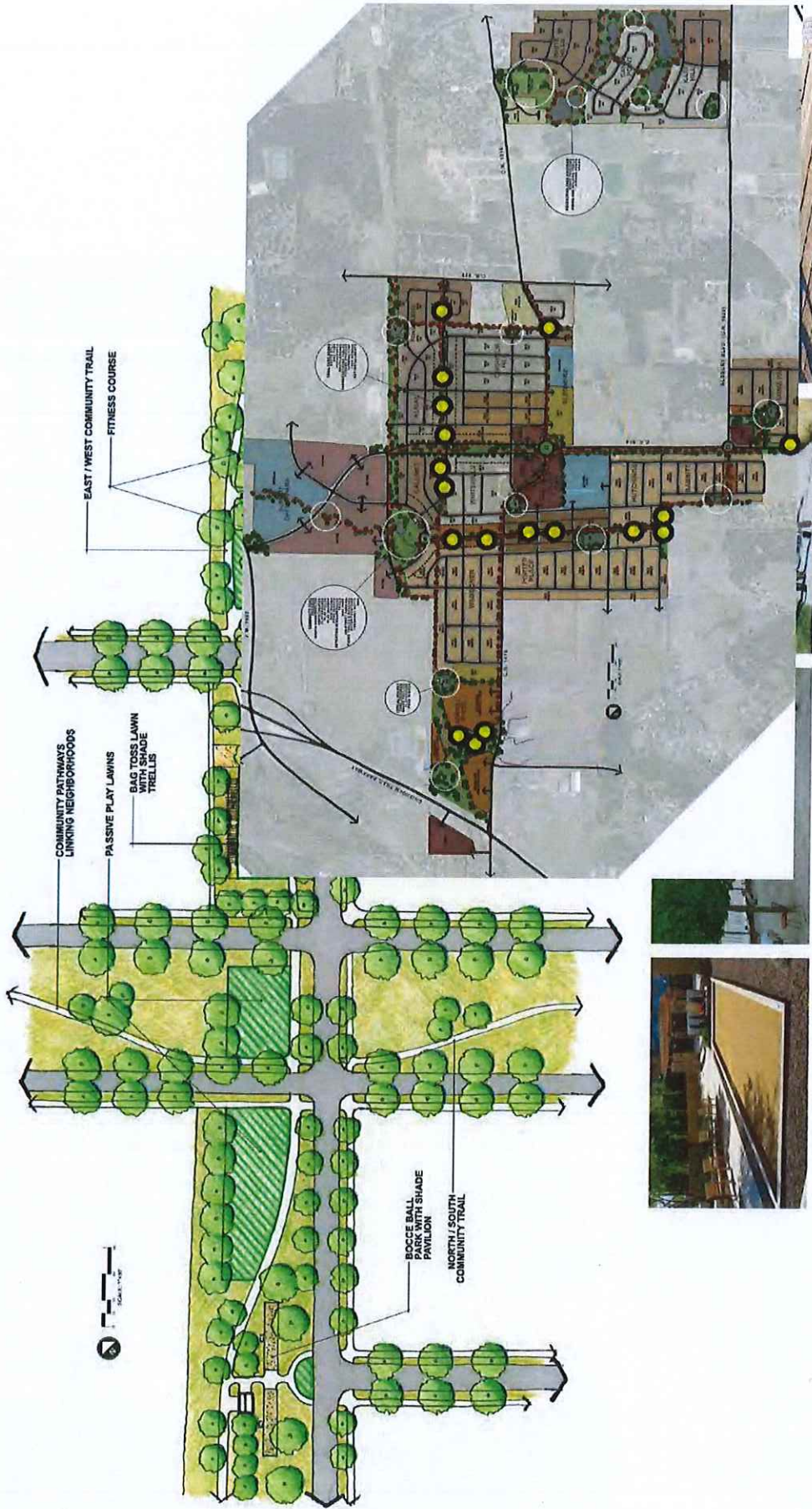


COMMUNITY PARKS



TYPICAL POCKET PARK PLAN
FEBRUARY 15, 2021





TYPICAL TRAIL PARK CORRIDOR
FEBRUARY 13, 2023



EQUESTRIAN CENTER AND TRAILS



- Trails for horseback riding
- Over 45 acres with large peaceful ponds for fishing and relaxing
- Full property shown here is approximately 160 acres
- Equestrian Center currently on property will remain as an amenity for Chisholm Summit residents
- Shade pavilions and pocket park





**LOT SIZE VARIETY
BUFFERS
COMMERCIAL ELEMENTS**

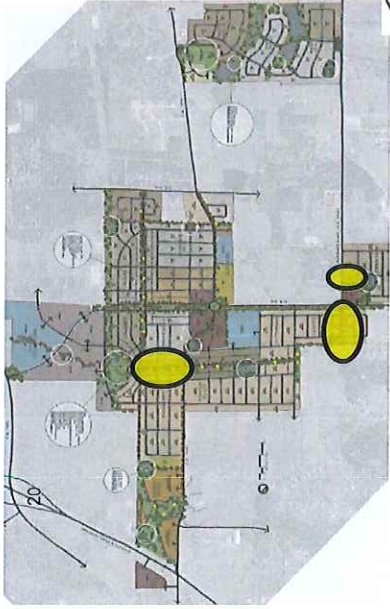


LOT SIZE VARIETY

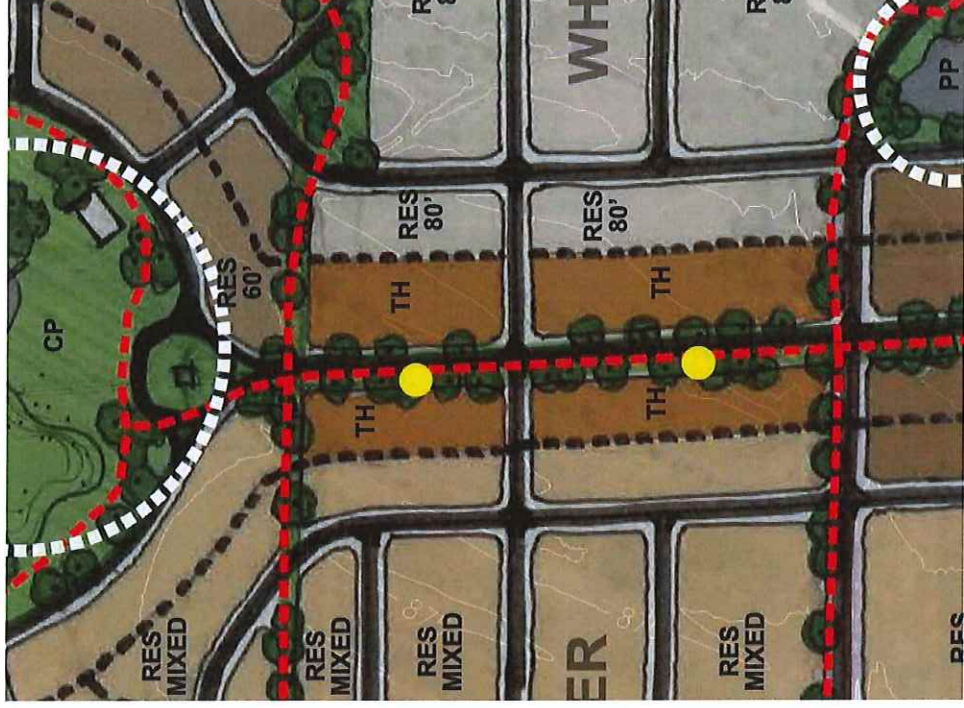


- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- **Single-family homes include:**
 - Cottages with detached garages
 - Traditional one- and two-story homes
 - Patio homes with shared front yards and alley access
 - Lots with a little more elbow room and existing trees
 - Estate lots with a view of Burleson
- **Higher-density areas include:**
 - Age-55+ homes under 1300 sqft
 - Two-story townhomes on zero-lot lines
 - Multifamily housing with facility amenities
 - Senior care centers with nearby greenspace



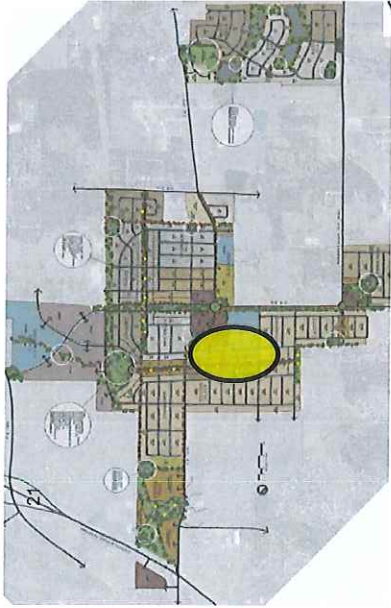


TOWNHOMES



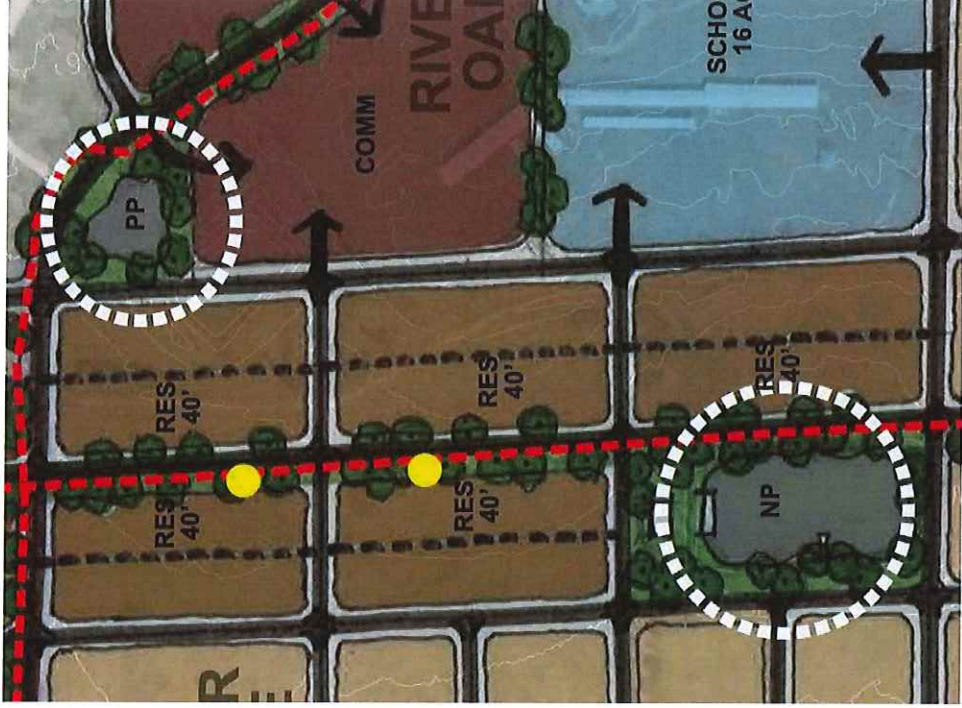
- Two-story townhomes
- Individual units for ownership
- Rear alley vehicular access
- Front lot line at street/sidewalk edge
- Adds scale to primary community corridor
- Located near public amenity areas
- Typical lot – 25' x 100'

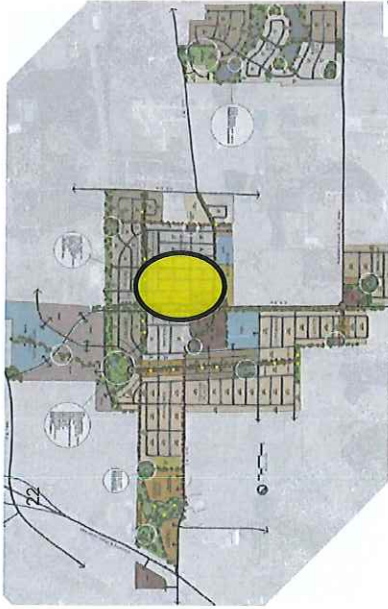




- Also known as a “bungalow court” or pocket neighborhood
- Front yards are shared with a block of neighbors
- Garage accessed by alley
- Typical lot – 40’ x 100’

PATIO HOMES



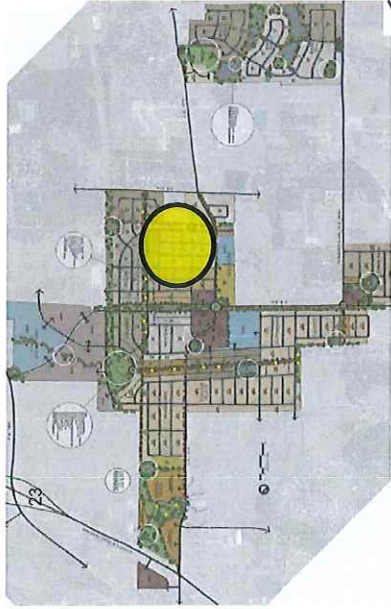


COTTAGES (HERITAGE)



- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot – 56' x 120'



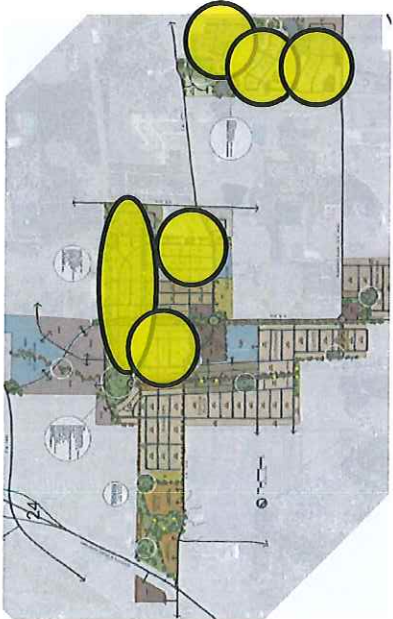


- Scenic overlook of all of Burleson
- Estate lots built with the grade of the hill
- Lookout Park accessible via trails to all CS residents
- Perfect for the executive or large family
- Typical lot – 80’ x 140’

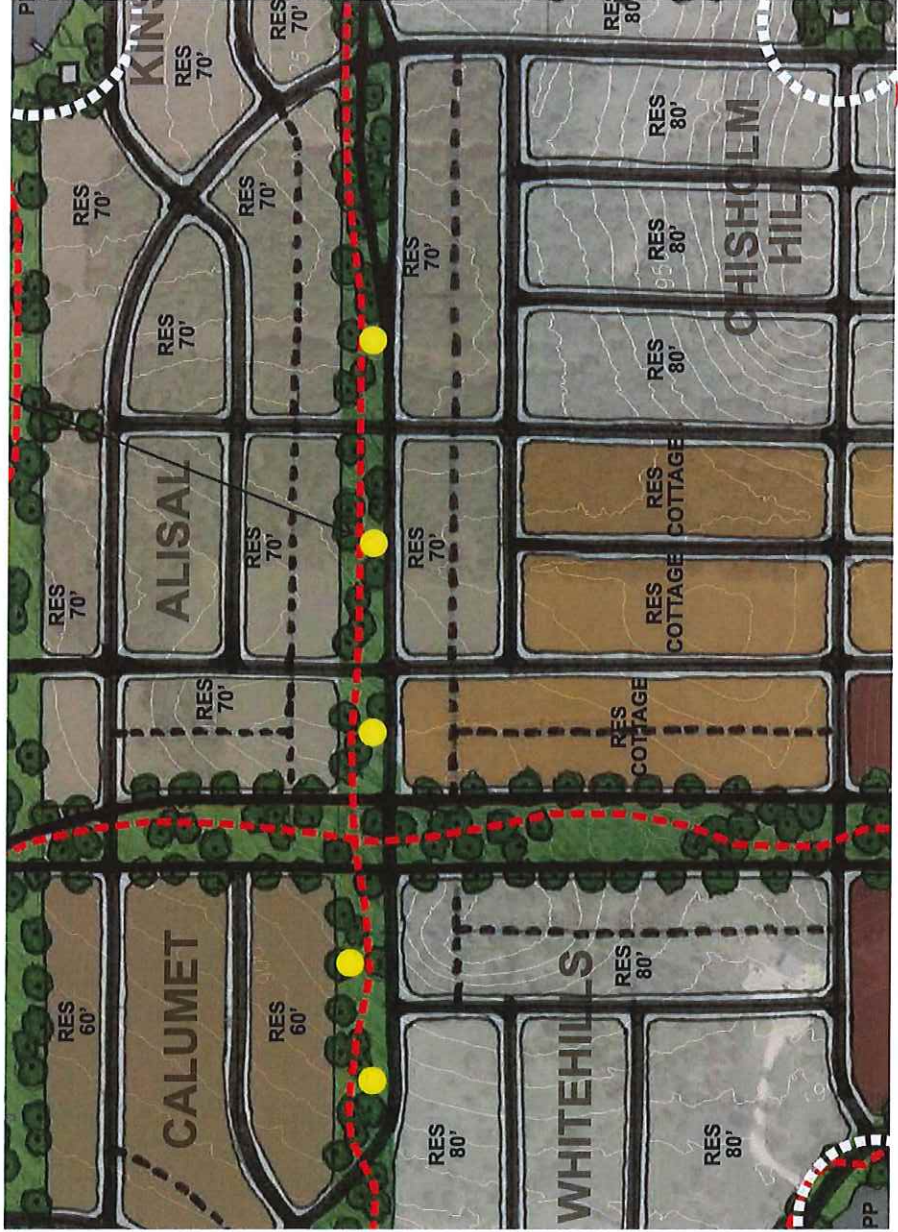


ESTATES ON THE SUMMIT

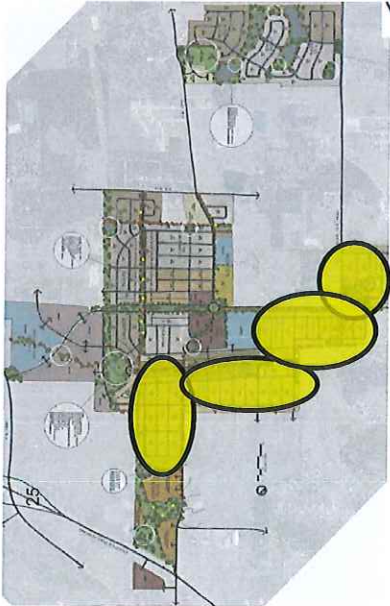




PLANNED SINGLE-FAMILY



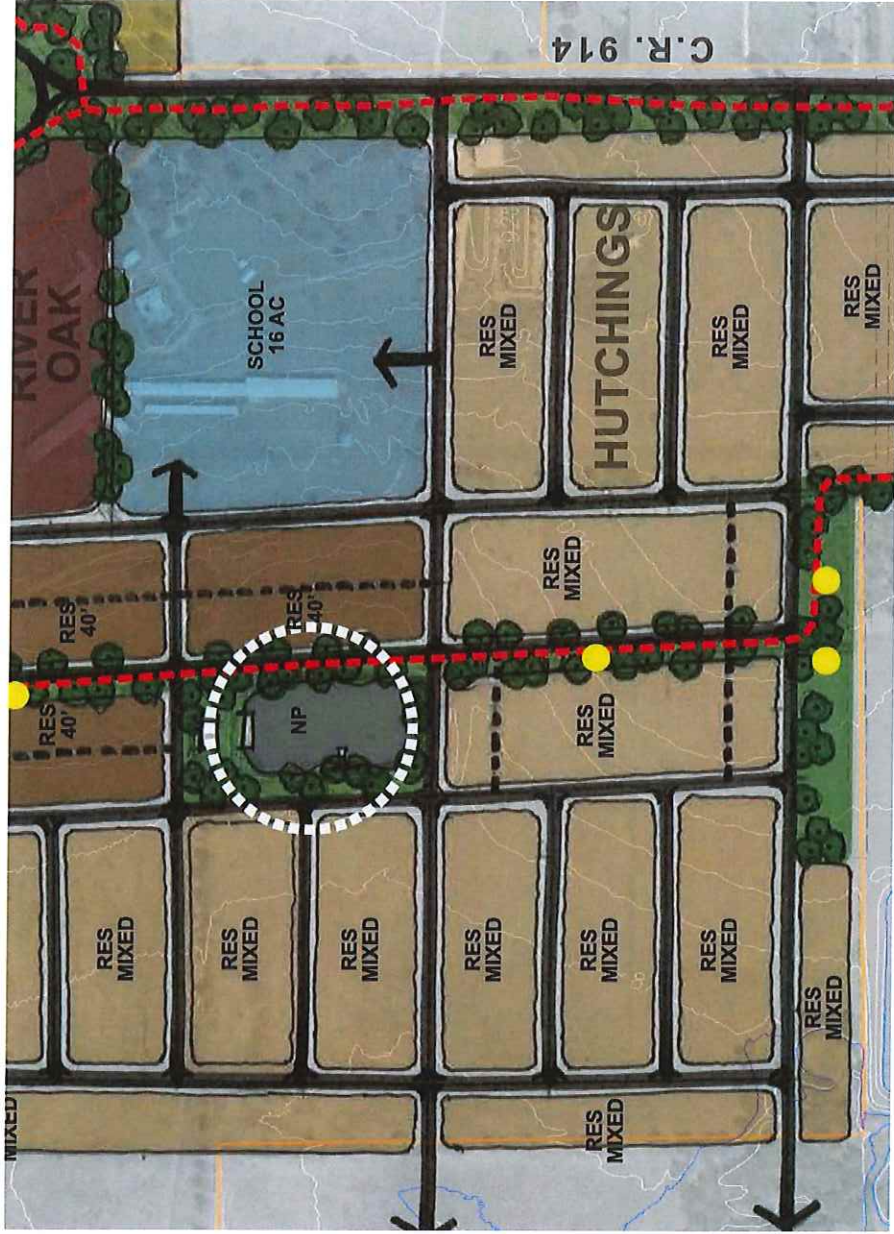
- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
 - 60' x 120'
 - 70' x 130'
 - 80' x 140'
- Planned to specifically use the existing topography or complement overall land plan

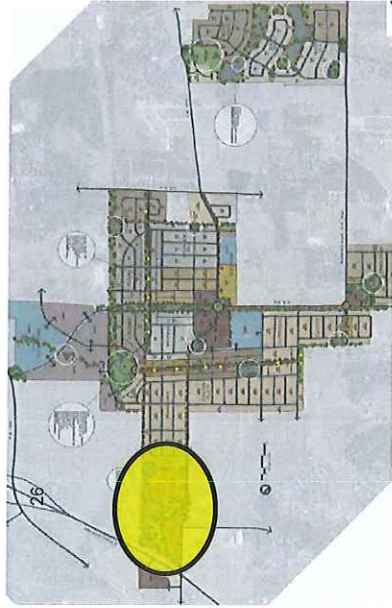


- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
 - 40' x 100'
 - 56' x 120'
 - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed

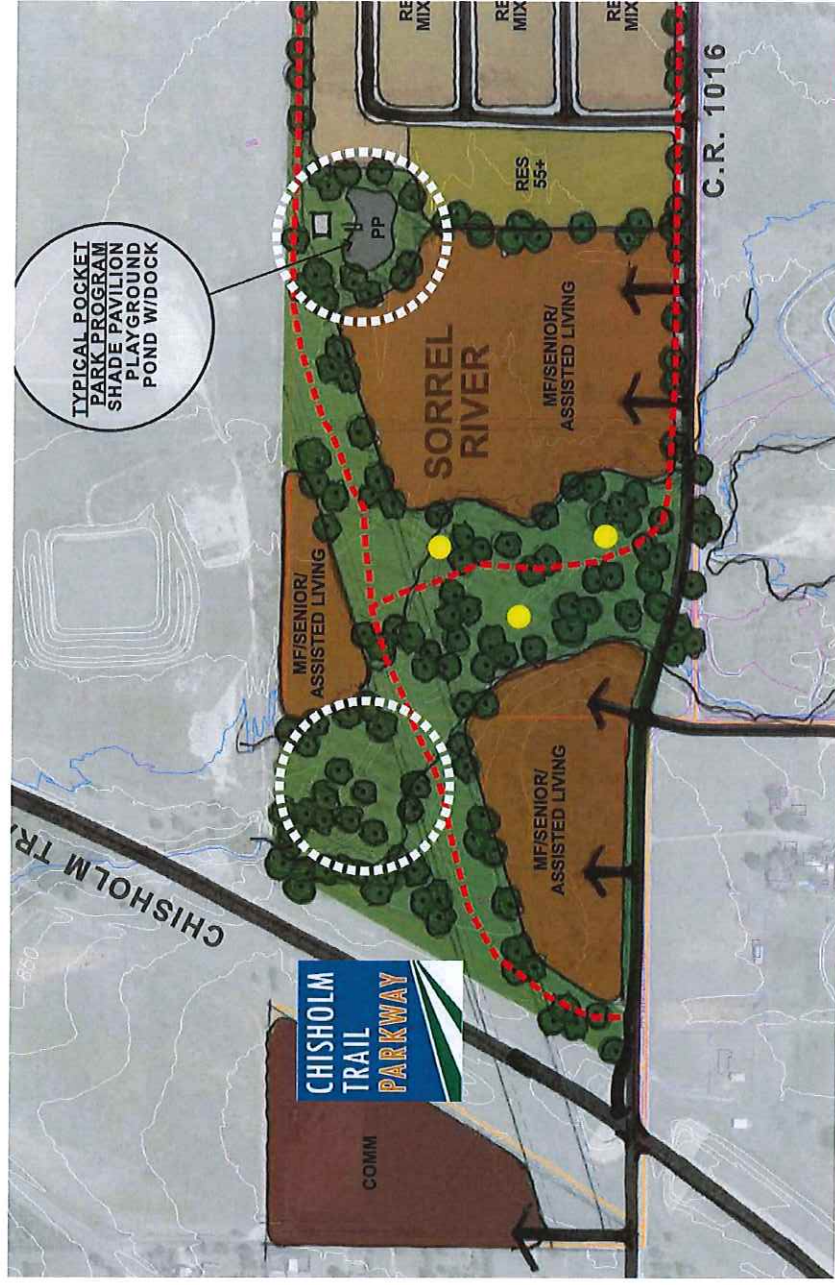


MIXED SINGLE-FAMILY

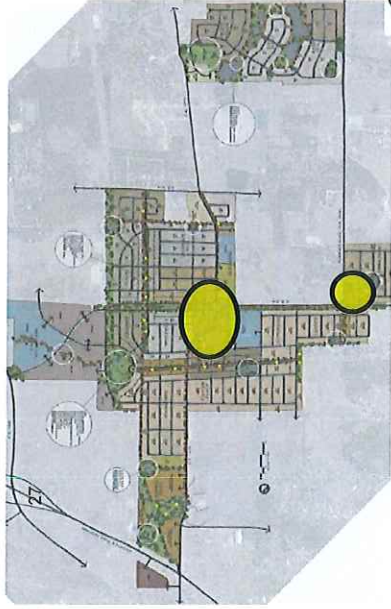




SENIOR CARE & MULTIFAMILY



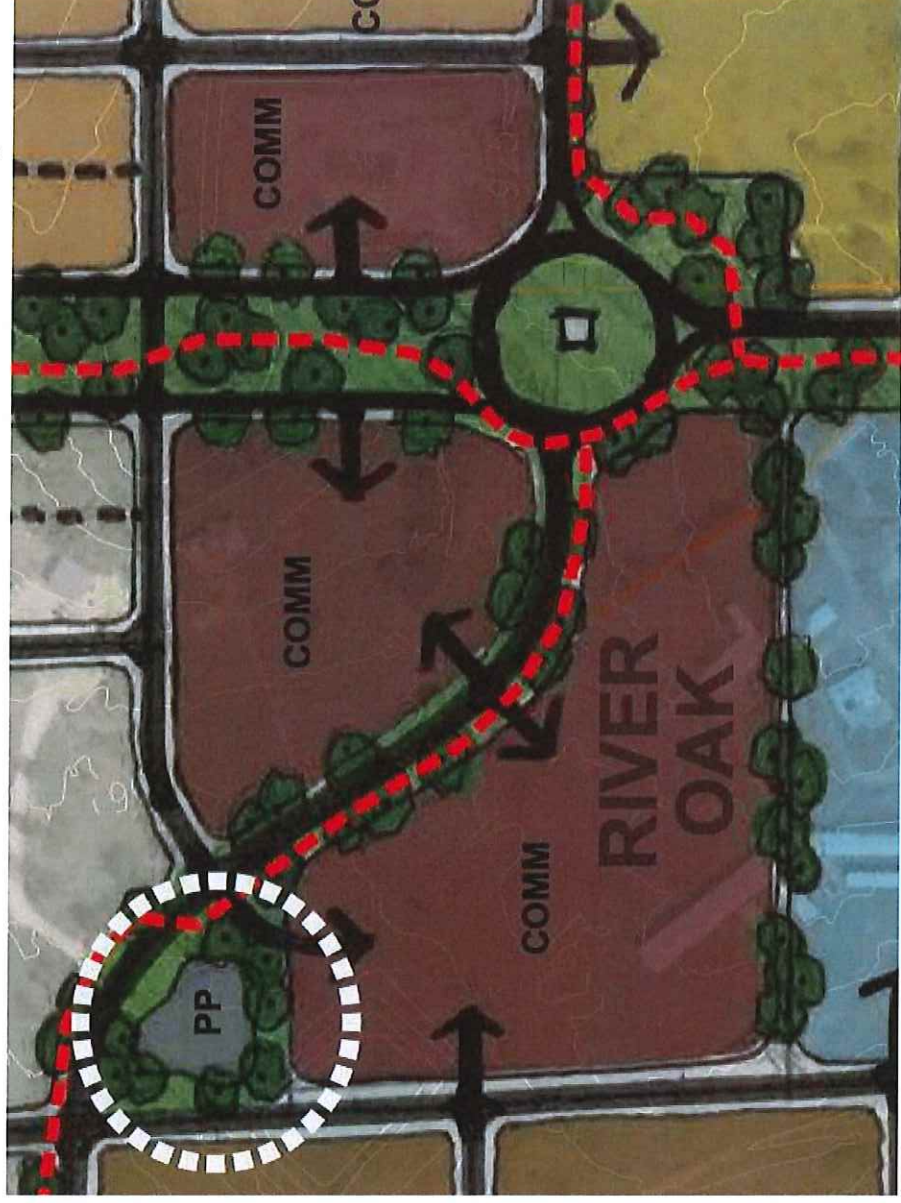
- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

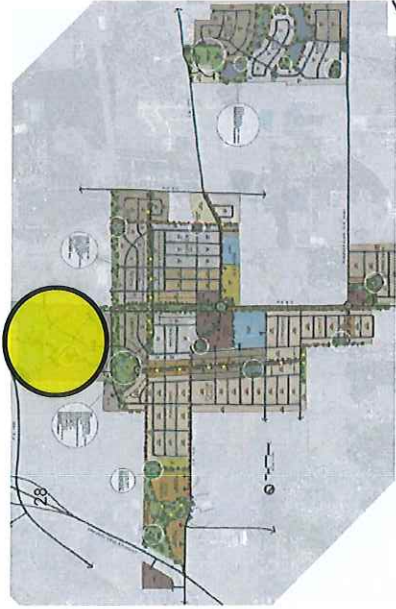


- Following rooftops, land is preserved for commercial and neighborhood services
- Community “downtown” node called Chisholm Square
 - Similar size to 9 square blocks of Old Town
- Commercial areas to be connected by trail system

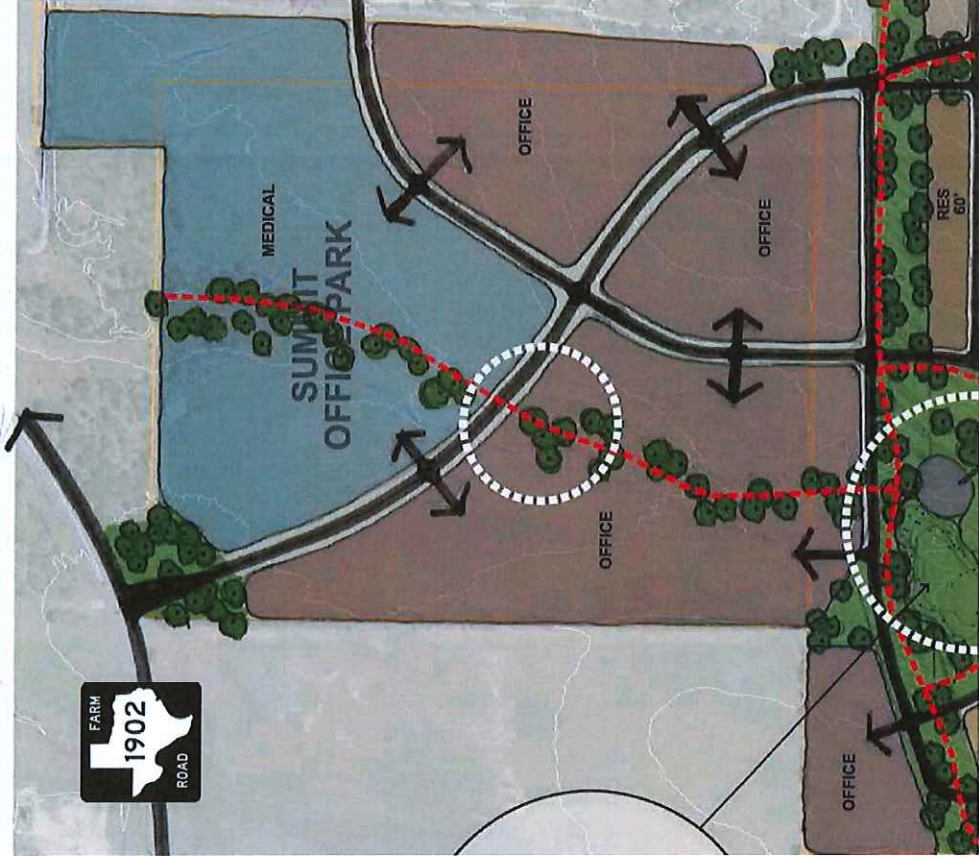


COMMERCIAL NODES





SUMMIT OFFICE PARK



- Over 90 acres with convenient access to Chisholm Trail Parkway via FM 1902
- Professional office park with opportunity for medical
- Bisected by major boulevard
- Ideal live-work lifestyle for families in over 3000 units



**ARCHITECTURAL STANDARDS
ENHANCED WALLS & FENCING
ENHANCED LANDSCAPING**

STANDARDS

- Housing types proposed vary widely in style and form
- This is seen in other master-planned communities we have toured (Viridian, Windsong Ranch, etc.)
- Theme and brand in CS is established through parks, trails, signs and monuments rather than houses
- Developer is favorable to setting standards but recommends including this in the development agreement
 - Traditional homes to follow current zoning ordinance
 - Non-traditional home types (patio, townhome, cottage, etc.) to have exhibit outlining standards



WINDSONG RANCH HOUSING VARIETY



ENHANCEMENTS



- Undeveloped areas to be fenced with rust-colored railing
 - “CS” logo to be integrated throughout
 - Inside of railing used for neighborhood signage (i.e. Harvest)
- Developed areas to be fenced with wrought iron fencing and landscape buffers
 - In place of masonry wall requirement along arterials
 - Landscaping in common area maintained by community



ARBORLAWN AND CTP, FORT WORTH



RAIL FENCE AT
EQUESTRIAN
FACILITY





PUBLIC INFRASTRUCTURE & PARTICIPATION





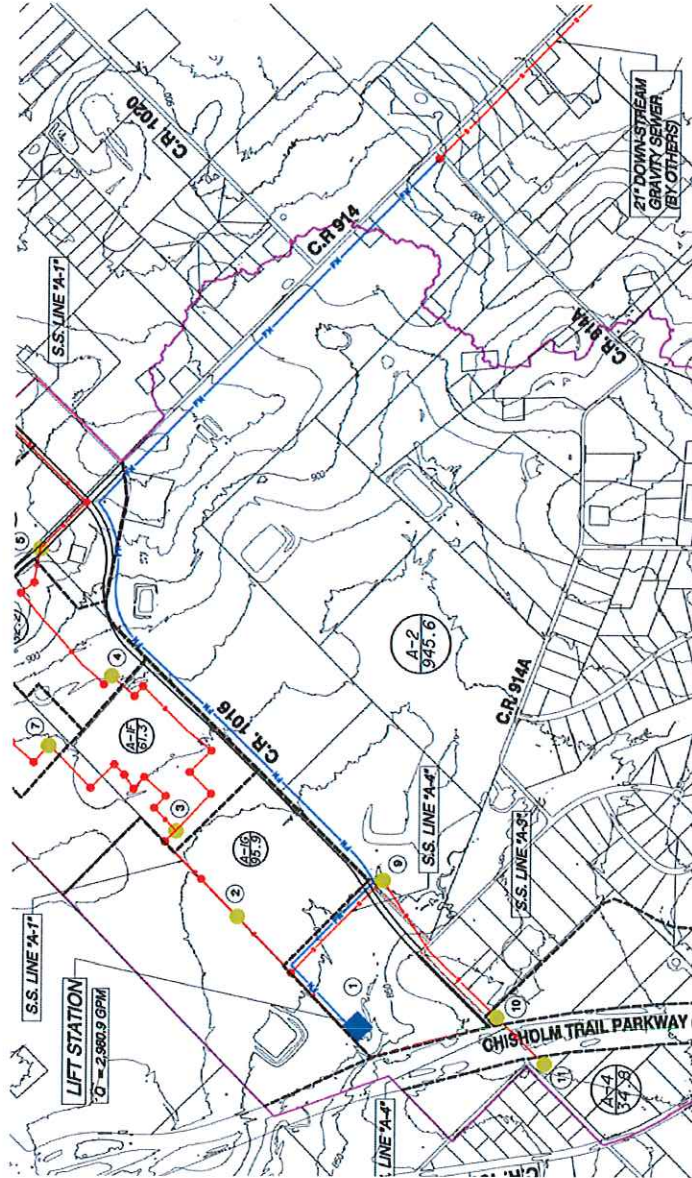
PUBLIC INFRASTRUCTURE

- **Water** – JCSUD completing evaluation of capacity to accommodate expanded land use plan
 - Elevated tower at CR 919 will serve this pressure plane
 - Expansion of 21” lines near CTP and 16” lines CR 919 anticipated
- **Electric** – United Coop indicates they have sufficient stations and will work closely as we identify phases of development
- **Roads** – Existing paving sections vary in sufficiency for development
 - CR 1016 will be realigned to avoid unsafe turns – and renamed
 - CR 914 should be tied with a major arterial of the City to carry traffic from FM 1902
- **Sewer** –
 - Trunk line built near CR 1020 was found to have insufficient capacity
 - Current plans would anticipate lift stations, a force main to the high point near CR 914A and CR 914
 - The sewer line planned from South Burleson down CR 914 will be critical for service





PARTICIPATION REQUESTED



- The "Burleson West" area encompasses over 1600 acres of future growth for the City
- Sewer expansion is necessary to take full advantage of the City's claim on the CTP
- Future growth for Burleson will depend on a sufficiently-funded sewer program
- Participation is requested to construct:
 - Downstream sewer lines
 - "Burleson West" lift stations and force main lines





PARTICIPATION REQUESTED



- Major park improvements will distinguish Burleson above its neighbors
- The scale of improvements as required for a master-plan community is over and above the standard subdivision
- Developer will seek a Public Improvement District to assist with the construction and maintenance/operation of the amenities, parks, trails, etc.

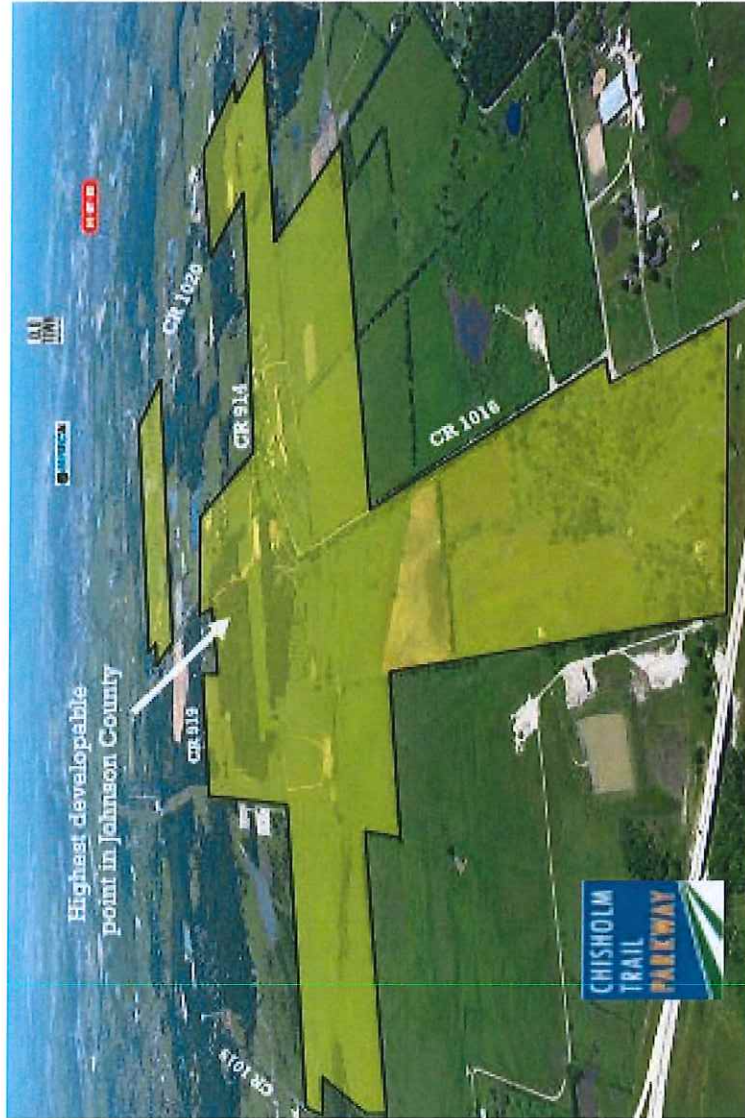


CLOSING

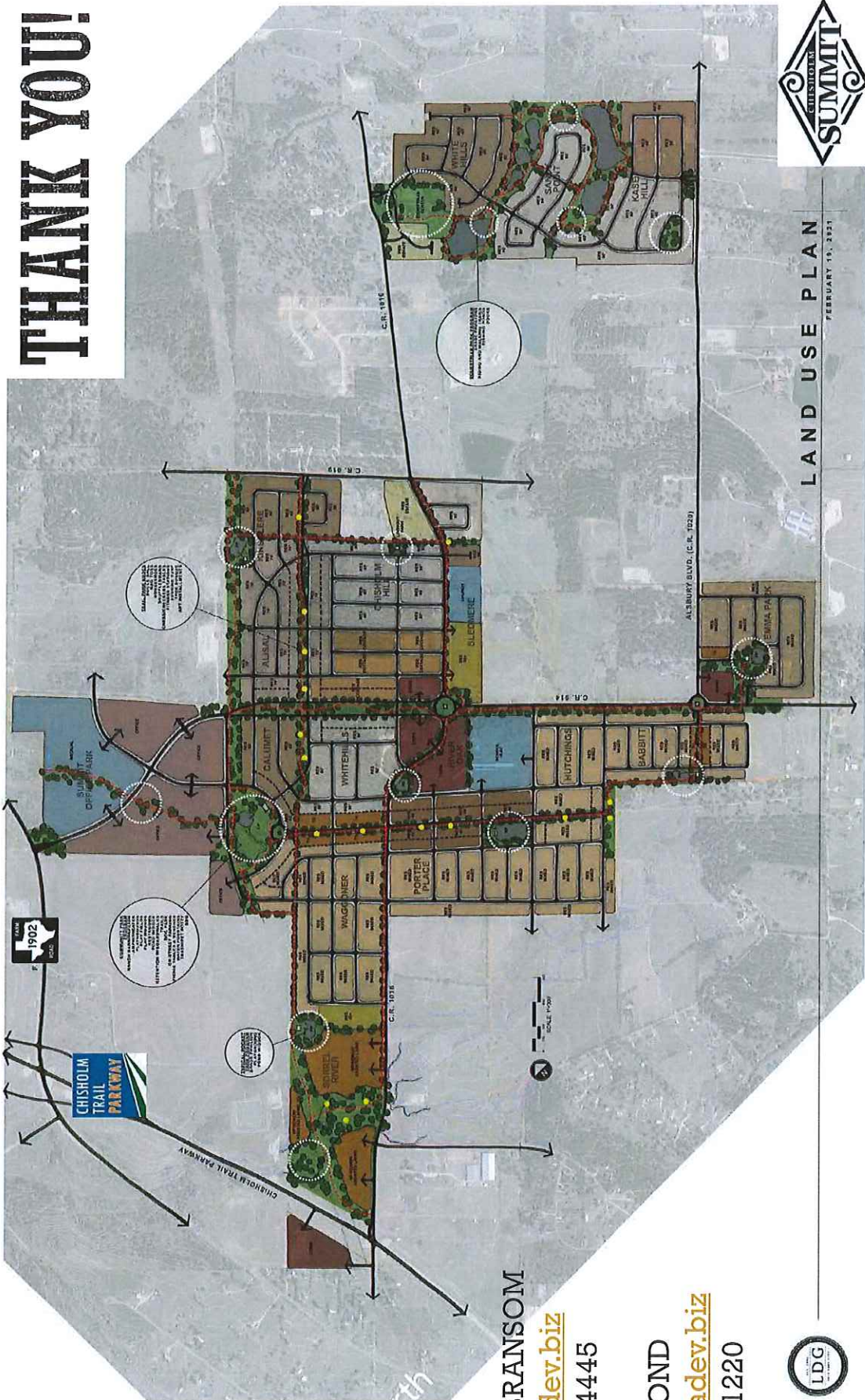


The development team is excited to be a part of the future growth of Burleson and appreciates the work of City staff to put together the best project possible.

We are grateful to continue working together toward all the necessary entitlements to see Chisholm Summit come to fruition.



THANK YOU!



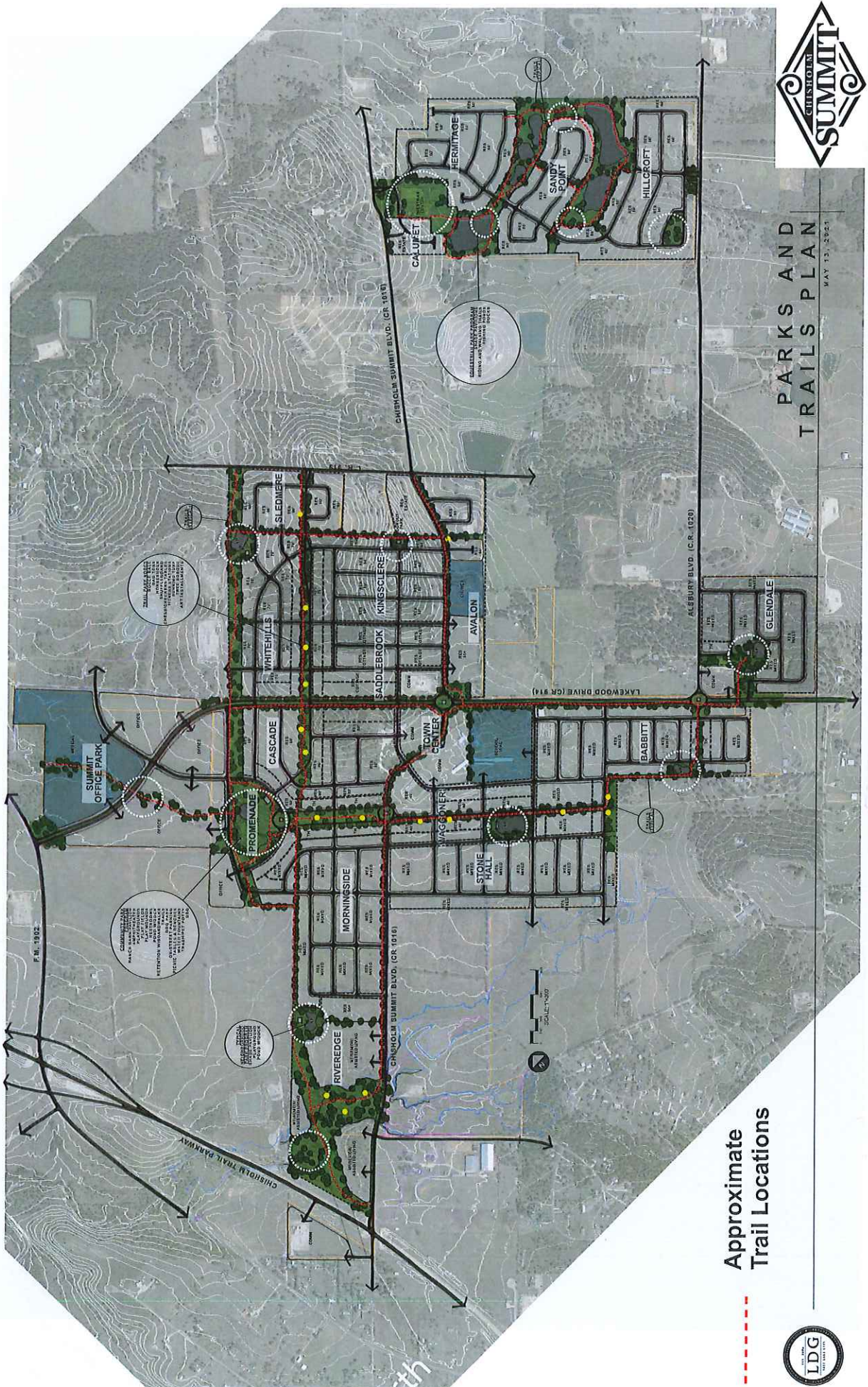
LAND USE PLAN
FEBRUARY 15, 2021

ROCKY BRANSOM
rwbradev.biz
 817-480-4445

JUSTIN BOND
justin@radev.biz
 817-880-1220



Exhibit D
Parks and Trails Plan



Approximate
Trail Locations



PARKS AND TRAILS PLAN
MAY 13, 2023



Exhibit E
Roadway Improvements

EXHIBIT E ROADWAY IMPROVEMENTS

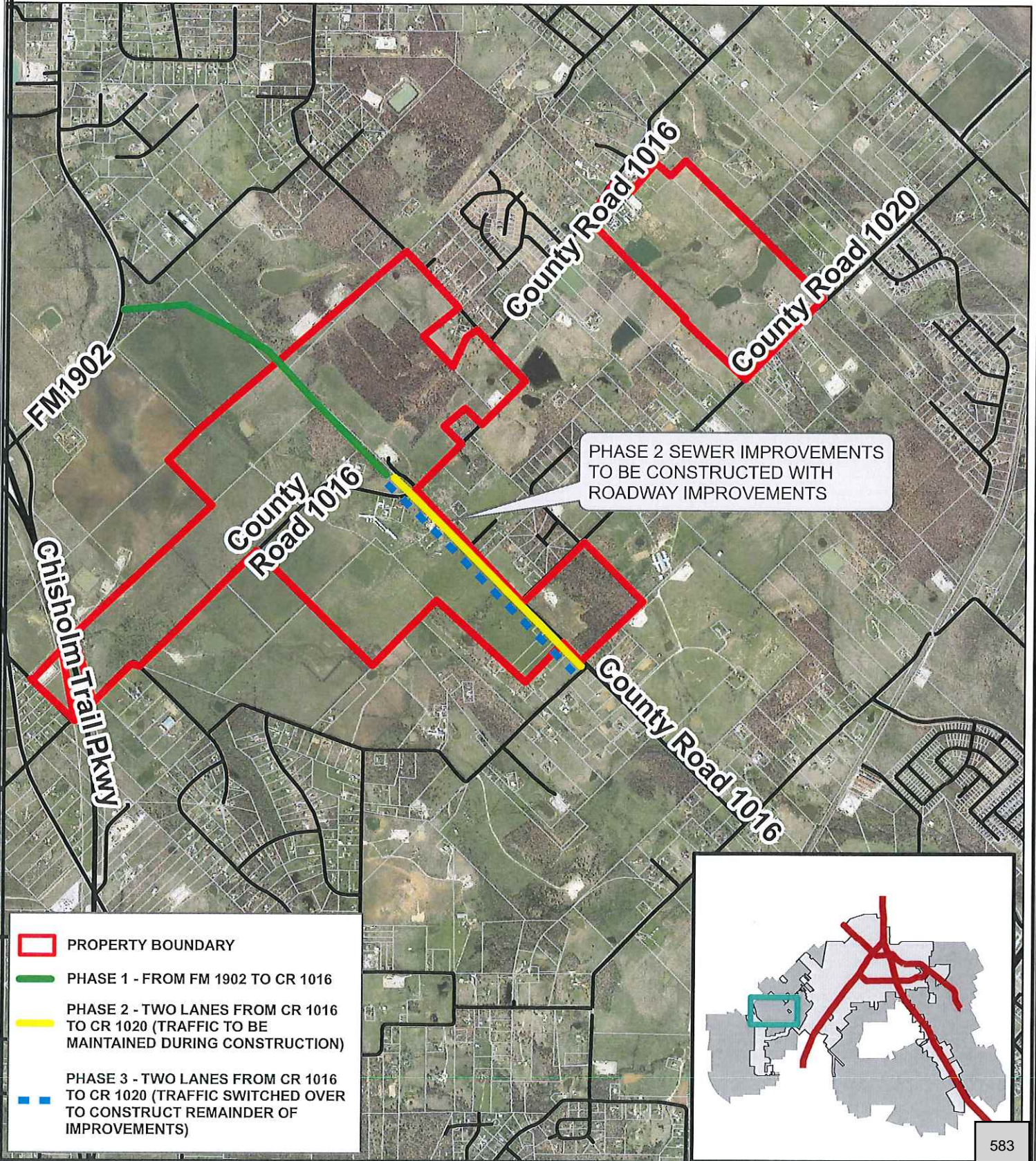


Exhibit F
Sewer Improvements

EXHIBIT F SEWER IMPROVEMENTS

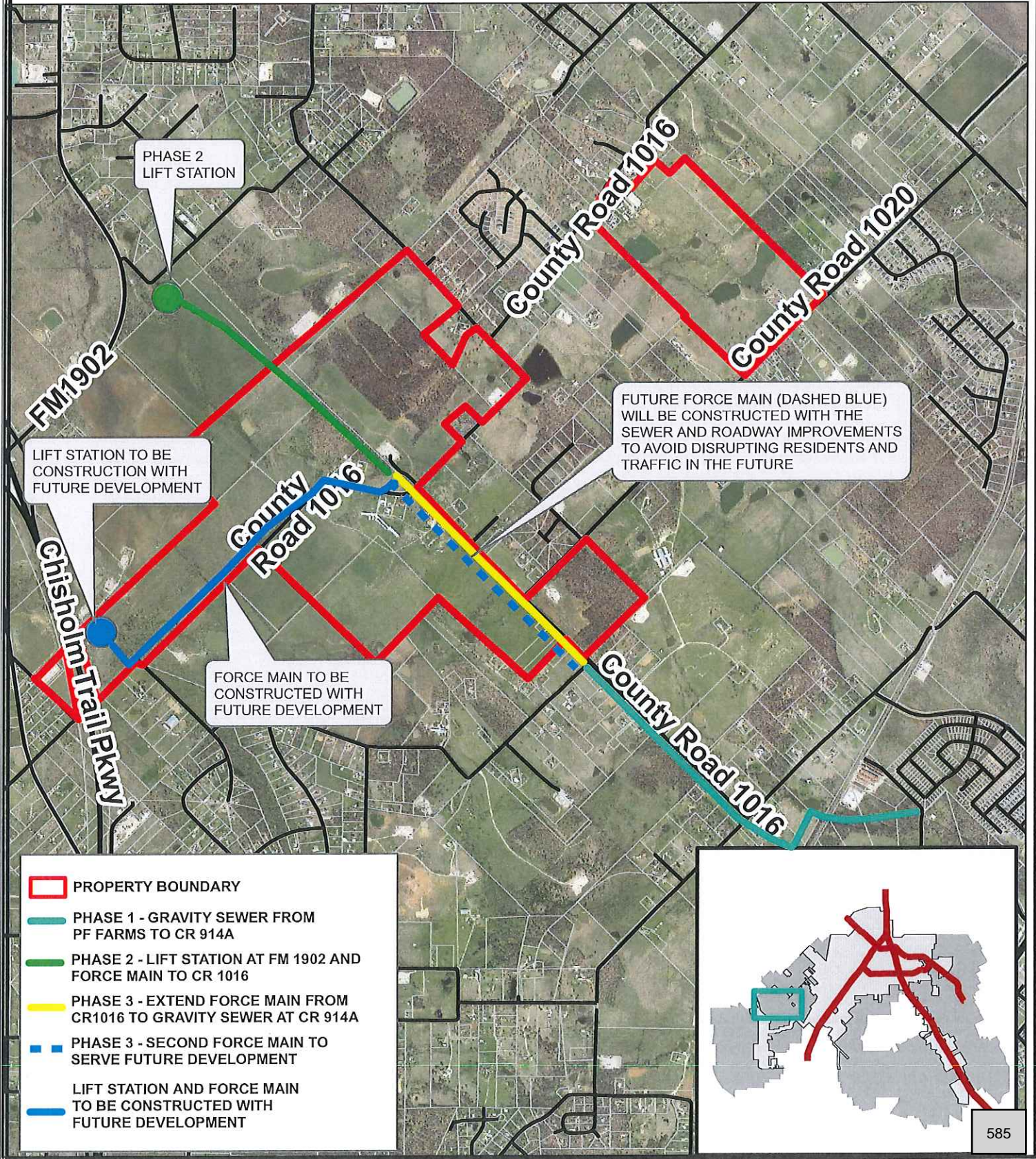
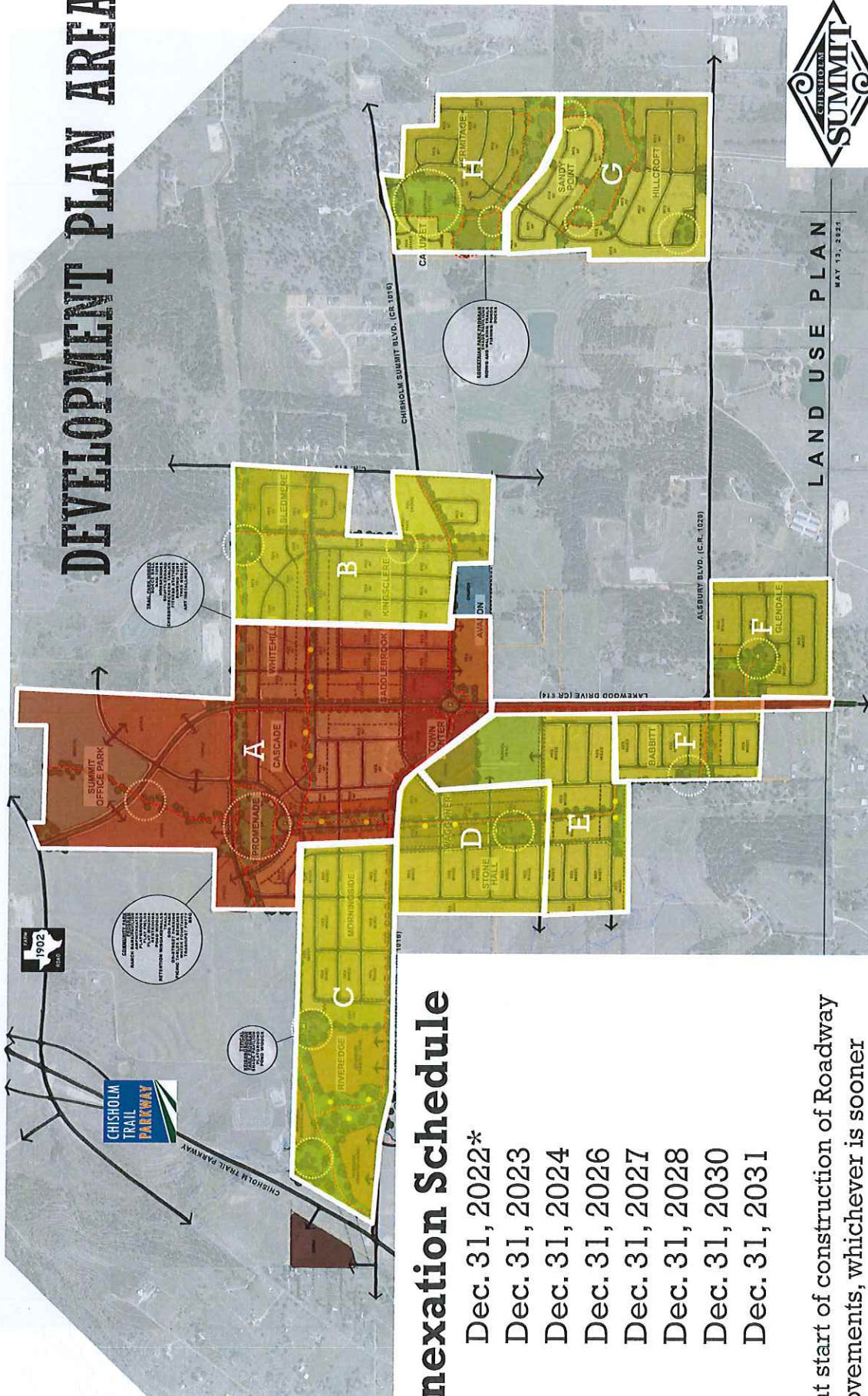


Exhibit G
Annexation Plan/Development Sections

DEVELOPMENT PLAN AREAS



LAND USE PLAN
MAY 13, 2024

Annexation Schedule

- A - Dec. 31, 2022*
- B - Dec. 31, 2023
- C - Dec. 31, 2024
- D - Dec. 31, 2026
- E - Dec. 31, 2027
- F - Dec. 31, 2028
- G - Dec. 31, 2030
- H - Dec. 31, 2031

*OR at start of construction of Roadway Improvements, whichever is sooner

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Tiana Jackson, P.E., CFM®, Engineering Manager - Capital
MEETING: May 6, 2024

SUBJECT:

Consider approval of an award of bid ITB 2024-010 to 2L Construction, LLC for the Service Center Drainage Improvements project in the amount of \$1,021,780 with a project contingency of \$100,000 for a total amount of \$1,121,780. (*Staff Contact: Tiana Jackson, Engineering Manager - Capital*)

SUMMARY:

For many years the Service Center Staging Building has been subject to stormwater flows entering the building during heavy rain events. This stormwater enters the inspector's office, the former Emergency Operations Center and would also affect the planned Traffic Management Center and Data Center. Public Works & Engineering secured a consultant to prepare construction plans for removing the pavement immediately adjacent to the building and sloping the pavement away from the building. A trench drain will be added as extra protection in the areas that currently have the intrusion issue. During the design process it was also brought to the attention of staff that the parking was becoming limited as the number of fleet vehicles has grown along with the growth of the city. An additional parking area was identified to the south of the building and was included in the bid as an alternate item to be paved with either concrete (Alternative A) or asphalt (Alternative B). Concrete is the preferred alternative providing a longer life.

The project also includes construction of a detention pond to bring the complex into compliance with the development standards. Staff designed the detention pond, outfall structure, and flume. The pond is sized for ultimate buildout of the Service Center Complex.

The construction bids are based on a 120-calendar day contract period. Staff anticipates issuing Notice to Proceed to begin contract time in mid-May.

The project was advertised for construction bids beginning March 12, 2024. A mandatory pre-bid meeting was held on March 25, 2024 with two contractors in attendance. A single bid was publicly opened on April 9, 2024. 2L Construction, LLC provided the bid of \$1,021,780 for Alternative A, and \$1,010,180 for Alternative B. Alternative construction material options of concrete (Alt. A) or crushed recycled asphalt (Alt. B) were provided for the additional 16 parking spaces that will be created on the south side of the building, across the drive aisle. Though only one bid was received,

staff recommends awarding the project to this contractor with Alternative A because it is within 1-percent of the original budget estimate (\$1,034,749) and this contractor has a good standing work history with the City. Staff requests approval of an additional \$100,000 contingency for a total contract amount of \$1,121,780. This provides staff a limited ability to react quicker to unexpected conditions arising during construction and reduce impacts to operations at the Service Center due to construction activity.

RECOMMENDATION:

ITB 2024-010

Approve an award of bid ITB 2024-010 to 2L Construction, LLC for the Service Center Drainage Improvements project in the amount of \$1,021,780 with a project contingency of \$100,000 for a total amount of \$1,121,780.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

- N/A

Budgeted: Y
Fund Name: Water and Sewer Bonds
Full Account #s: 5203101-70020
Amount: \$1,121,780
Project No.: DR2301

STAFF CONTACT:

Tiana Jackson, P.E., CFM®
Engineering Manager - Capital
tjackson@burlesontx.com
817-426-9619

Service Center Drainage Improvements

Award of Bid
May 6, 2024



Project Origin

- Building Flooding:
 - Storm water penetrates the Service Center Staging Building in heavy rain events
 - Solution: Replace pavement around building to slope away to reduce/eliminate water from entering building
 - Approximately 2,800 sq. yds. of pavement replacement
- Storm Water Storage:
 - Service Center is currently non-compliant with the Design Standards Manual
 - Solution: Construct detention pond to reduce storm water runoff
 - Overall footprint 2.8 acres
 - Detention pond will allow for future development of the Service Center site



Major Project Components

- Replace drainage culverts under driveway to discharge into proposed pond
- Water Operations will use the opportunity to extend water line beneath the driveway and move a fire hydrant



Major Project Components



- Remove existing paving around Staging Building
- Replace pavement to slope away from building
- Install trench drain in front of former Emergency Operations Center
- Install additional 16 parking spaces on south side of drive aisle
- Parking spaces are appropriately sized for City/Service vehicles

Major Project Components



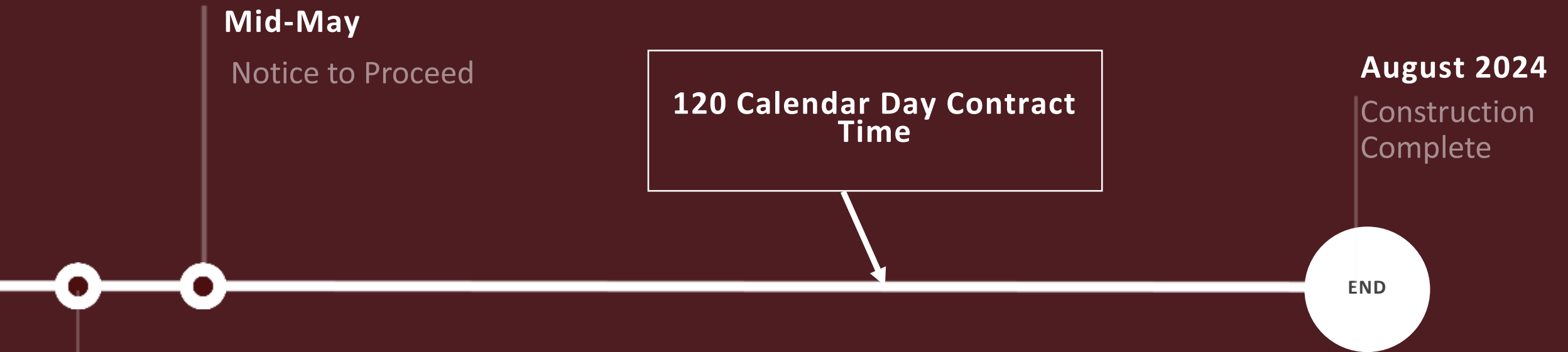
- Detention pond embankment to be constructed using soil from Service Center site
- Pond outlet consists of one concrete pipe
- Emergency spillway is included
- Concrete flume in bottom of pond

Construction Procurement

- Invitation to Bid issued March 12, 2024, bids were opened April 9, 2024
- Two vendors attended the mandatory pre-bid meeting
- One (1) submission received - 2L Construction, LLC
 - \$1,021,780 (Alternate A – concrete paving for additional parking area)
 - \$1,010,180 (Alternate B – crushed asphalt for additional parking area)
- Funding Source:
 - Water & Sewer Bond (Project Construction Budget \$1,250,000)
- Staff Recommends:
 - Award of single bid received based on being within engineer's construction estimate and favorable experiences with this vendor on previous City projects
 - Contingency Fund: \$100,000
 - **Total Authorization: \$1,121,780**



Project Timeline



Today

Council consideration
of contract award

Mid-May

Notice to Proceed

**120 Calendar Day Contract
Time**

August 2024

Construction
Complete

END

Action Requested

Approve an award of bid to 2L Construction, LLC in the amount of \$1,021,780 with a project contingency of \$100,000 for a total amount of \$1,121,780

Questions / Discussion

Tiana Jackson, P.E., CFM
Engineering Manager - Capital
tjackson@burlesontx.com
817-426-9619



Public Works & Engineering

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

**SERVICE CENTER DRAINAGE IMPROVEMENTS
PROJECT #: DR2301**

**FOR THE
CITY OF BURLESON, TEXAS
PUBLIC WORKS & ENGINEERING DEPARTMENT**

MARCH 2024

TABLE OF CONTENTS

SECTION NUMBER	SUBJECT OF SECTION
1	Notice to Bidders
2	Instructions for Bidders
3	Prevailing Wage Rates for Municipal Construction in Burseson, Texas
4	Out of State Contractor Compliance to State Law
5	Affidavit Against Prohibited Acts
5A	Conflict of Interest (example Form 1295)
5B	House Bill 89 Verification Form
5C	Offeror Acknowledgment
6	Proposal
6A	Subcontractor List
7	Contract
8	Performance Bond
9	Payment Bond
10	Maintenance Bond
10A	Post Construction Forms
10A.1	Consent of Surety Company to Full Release of Retainage
10A.2	Contractor's Affidavit of Final Payment
11A	Special Provisions- Paving and Drainage Specifications
11B	Special Provisions — Water and Sanitary Sewer Specifications
12	General Notes/Plans/Standard Details

Invitation to Bid

CITY OF BURLESON ITB 2024-010 Service Center Drainage Improvements

Notice is hereby given that the City of Burleson is seeking proposals for **Service Center Drainage Improvements (DR2301)**. The deadline for submission is April 9th, 2024 at 2:00PM CST. The bid opening will be virtual at 3:00PM. A link for the bid opening will be provided via Bonfire. A mandatory pre-bid meeting be held at the Service Center Burleson University on March 25th, 2024 at 2:00 PM CDT.

The project includes: furnishing all labor, materials, equipment, and performing all work required for concrete paving, storm drainage culverts, and construction of a detention pond with concrete flume. The Project has an expected duration of 120 calendar days.

Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at the City's e-procurement system, Bonfire <https://burlesontx.bonfirehub.com/login> (registration is required) at no cost beginning March 12, 2024.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid will be issued via addendum. Addenda will be posted in Bonfire. It is the responsibility of the respondent to monitor the Bonfire website for addenda. Proposers shall acknowledge receipt of each addendum by submitting a signed copy with their submission. Oral explanations will not be binding.

POSTED THIS the 12th day of March 2024, in the Burleson City Hall, 141 West Renfro, Burleson, Texas.

March 17, 2024
March 24, 2024
Fort Worth Star-Telegram

SECTION 2
INSTRUCTIONS TO BIDDERS

1. PROPOSAL:

- 1.1 The Proposal is included in these Bidding Documents; additional copies may be obtained from the City of Burleson, hereinafter called "OWNER".
- 1.2 All blanks on the proposal shall be completed electronically.
 - a. Bidder may use the original proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.
 - b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted.
 - c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.
- 1.3 The President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 1.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature and at the official address of the partnership shall be shown below the signature.
- 1.5 All names shall be typed or printed below the signature.
- 1.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 1.7 The address and telephone number for communications regarding the bid shall be shown.
- 1.8 The bid shall be complete with prices stated for all alternates. The Bidder should be aware that the OWNER, to stay within the OWNER's

available funds could adjust the scope of the project. Alternates selected and revisions to limits of construction and resulting quantity adjustments will be identified in the Notice of Award and will be adjusted in the proposal contained in the executed contract.

2. **SUBMISSION OF BIDS:**

It shall be the Bidder's responsibility for the electronic delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Proposals must be submitted at <http://burlesontx.bonfirehub.com>. The BIDDER shall acknowledge receipt of any addenda.

3. **BID SECURITY:**

An approved bidder's bond made payable to the OWNER in an amount of five (5%) percent of the largest possible total of the bid may be required as a guarantee that, if awarded the contract, the Bidder will enter into a Contract and execute all necessary bonds. Bid securities will be returned to Bidders when the Contract award is made or bids are rejected.

4. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

Performance, Payment and Maintenance Bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the OWNER, authorized to do business in the State of Texas and acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

5. **QUALIFICATION OF BIDDERS:**

All Bidders on this project must be qualified to perform work as outlined within the contract documents. The City of Burleson Department of Public Works and Engineering will verify the work history and qualifications. The following subcontractors must also be qualified if applicable to the project: water and sewer, paving, storm drain, excavation and parkway and median landscape work (includes seeding, sod, irrigation and tree and shrubbery planting). Bidders must be familiar with the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, latest edition, and the construction methods, Standards and related Ordinances of the City of Burleson.

6. **BIDDERS KNOWLEDGE OF CONDITIONS:**

- 6.1 Prior to submission of a proposal, bidders shall make a thorough inspection of the site of work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, federal, state and local Laws and Regulations, and all other matters that may affect the cost, progress, performance and time of completion of the Work.
- 6.2 Bidder shall notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.
- 6.3 Bidder shall pay particular attention to providing methods of ingress and egress to adjacent private and public properties, procedures for protection existing improvements and disposition of all materials to be removed.
- 6.4 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.
- 6.5 The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not provided by OWNER, are to be obtained and, if necessary, paid by Contractor.
- 6.6 The submission of a bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of the Article 6, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, method, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

7. **AVAILABILITY OF UTILITY SERVICES**

OWNER shall not make available or guarantee any utility services to the Contractor such as (but not all inclusive) water, sewer, electricity, gas, or telephone for performance of his work in this contract. Contractor shall be solely responsible for completing all requirements, make all arrangements,

and make all payments as necessary to procure any utility services necessary to complete the work as prescribed in this contract.

8. **INTERPRETATION OF DOCUMENT:**

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER a written request for an interpretation thereof at least five (5) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued. Only questions answered by formal written Addenda are to be binding. Oral interpretations or clarification will be without legal effect. The OWNER will not be responsible for any other explanations or interpretations.

9. **STANDARD SPECIFICATIONS:**

9.1 All work for this project including but not limited to all grading, utility and paving improvements described in this Proposal and Construction Drawings shall be done in accordance with the *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION* as issued by the North Central Texas Council of Government (NCTCOG); the latest edition with any revisions as may be modified by the special conditions of this Contract.

9.2 Asphaltic concrete and standard concrete pavement improvements done within TxDOT right of way, shall be done in accordance with the *STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES* as issued by The Texas Department of Transportation; the latest edition with any revisions as may be modified by the special conditions of this Contract.

10. **AWARD OF CONTRACT:**

10.1 OWNER reserves the right to reject any bid, to waive any and all informalities and to negotiate contract amendments with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, OWNER reserves the right to reject the bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication. Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of

the price in words. Discrepancies between the indicated sum of a column of figures and the correct sum therefore will be resolved in favor of the correct sum.

10.2 In evaluating bids, OWNER will consider the qualifications of the Bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

11. **ALTERNATE BIDS:**

No bids for alternate work items shall be submitted except as shown on the Proposal. The OWNER reserves the right to choose either the base bid or alternate bid whichever is most advantageous to the OWNER. There will be no adjustments to unit prices bid due to the OWNER'S choice of alternate bids.

12. **EXECUTION OF CONTRACT**

12.1 The successful Bidder shall execute the formal Contract Agreement and required Bonds to the OWNER within fifteen (15) days after the Notice of Award.

12.2 A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed by the OWNER.

13. **PROTECTION OF THE PUBLIC:**

For protection and convenience of the public and emergencies, the successful Bidder shall furnish the OWNER with a telephone number at which the contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the OWNER in writing prior to the beginning of construction.

14. **AFFIDAVIT AGAINST PROHIBITED ACTS:**

It shall be the successful Bidder's responsibility to complete this affidavit (Section 5 of the Contract Documents) prior to execution of the Contract by the OWNER (City of Burlison). Failure to complete this form may prohibit the contractor's ability to secure the Contract.

15. **WAGE RATES**

Contractor shall pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the OWNER are included in the contract documents.

16. **SALES TAXES**

The OWNER qualifies as an exempt entity as defined by the statutes (Chapter 151.309) of the Tax Code of the State of Texas. The OWNER's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

17. **GOVERNING DOCUMENTS:**

The Work shall conform to the requirements of these specifications and the details as shown therein. These contract documents are intended to be Primary. Requirements of any of the contract documents are as binding as if called for by all. In case of conflict between the referenced Specifications and the Special Project Specifications, the Special Project Specifications shall govern.

18. **SOIL INVESTIGATION:**

Investigation of soil and foundation conditions of the size and areas near the site is considered subsidiary to the paving portion of the work. A certified lab competent to do such investigations for subgrade stabilization shall be used to determine the amounts of cement or lime necessary for the structural ability of the roadway. It has been assumed to use the rate of 30# per square yard of lime or Portland cement as a minimum treatment, but the actual amount is to be verified by the lab prior to pavement work. A copy of the lab report shall be submitted to the OWNER for approval.

19. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the drawings or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the contractor's risk, and will be considered unauthorized, and at the option of the OWNER, may not be measured and paid for, and may be ordered removed at the contractor's expense. If the contractor fails to satisfactorily repair, replace or remove the rejected, condemned or unauthorized work or materials immediately upon receipt of written notice, the OWNER will have the authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the contractor.

20. **TRENCH SAFETY:**

- 20.1 A trench safety system must be provided for all trench excavations according to current OSHA requirements.
- 20.2 On all public projects bid by the OWNER (City of Burleson) or private projects to be constructed within right-of-way or easements to be conveyed to the City of Burleson, compliance with the current minimum Occupational Safety and Health Administration (OSHA) or other governmental agencies standards for trench safety will be required as part of the plans and specifications. Prior to start of construction a detailed trench safety system must be provided to the City by the contractor. This detailed trench safety system must meet all requirements by OSHA or other governmental agencies, and be designed and certified by a professional engineer licensed in the State of Texas.
- 20.3 A pay item shall be included in the plans and specifications for the trench safety system. Payment will be on a linear-foot basis and will be full compensation for labor, tools, materials, equipment and incidentals necessary to complete the work, including the removal of the trench safety system and back-filling the trench. Pursuant to Texas law, the City of Burleson has adopted a trench safety policy, which is addressed in Section 11 of the Specifications. Each bidder should be familiar with Section 11 prior to submitting a bid.

21. **BID TABULATION:**

A tabulation of all bids will be available within five (5) working days of the bid opening.

22. **ADDENDUM:**

- 22.1 The OWNER reserves the right to issue addendum(s) to the Plans, Proposal, Specifications, and Special Provisions. Addendums will be issued at <https://burlesontx.bonfire.com>
- 22.2 The Bidders will acknowledge the receipt of the addendum(s) by submitting a signed copy of the addendum(s) with the submission of their bid.
- 22.3 It shall be the Bidder's responsibility to ensure that they are aware of all addendum(s) issued by the OWNER.
- 22.4 Upon receipt of the addendum(s), the Bidder shall acknowledge the receipt of the addendum(s) in the appropriate spaces provided in the proposal.
- 22.5 **Bids that have not properly acknowledged addendum(s) will not be opened.**

SECTION 3

PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS

The following minimum rates have been determined by the City of Burleson, Texas, in accordance with the statutory requirements and prevailing local wages:

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is _____. I am of sound mind and capable of making this affidavit. "I am a _____ for the _____ which company entered into a contract on the _____ day of _____, 20____, to construct the **Service Center Drainage Improvements**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 20_____.

Notary Public In and For the State of Texas

Notary's Printed Name

My Commission Expires: _____

Superseded General Decision Number: TX20230025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Modification Number Publication Date
0 01/05/2024

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	**
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	**
Structures.....	\$ 13.84	**
LABORER		
Asphalt Raker.....	\$ 12.69	**
Flagger.....	\$ 10.06	**
Laborer, Common.....	\$ 10.72	**
Laborer, Utility.....	\$ 12.32	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade Servicer.....	\$ 11.68	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	**
Asphalt Paving Machine.....	\$ 13.99	**
Broom or Sweeper.....	\$ 11.74	**
Concrete Pavement Finishing Machine.....	\$ 16.05	**
Concrete Saw.....	\$ 14.48	**
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 17.27	
Crane Operator, Lattice Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	**
Excavator, 50,000 pounds or less.....	\$ 17.19	**
Excavator, over 50,000 pounds.....	\$ 16.99	**
Foundation Drill , Truck Mounted.....	\$ 21.07	
Foundation Drill, Crawler Mounted.....	\$ 17.99	
Front End Loader 3 CY or Less.....	\$ 13.69	**
Front End Loader, over 3 CY.....	\$ 14.72	**
Loader/Backhoe.....	\$ 15.18	**
Mechanic.....	\$ 17.68	
Milling Machine.....	\$ 14.32	**
Motor Grader, Fine Grade....	\$ 17.19	**
Motor Grader, Rough.....	\$ 16.02	**
Pavement Marking Machine....	\$ 13.63	**
Reclaimer/Pulverizer.....	\$ 11.01	**
Roller, Asphalt.....	\$ 13.08	**
Roller, Other.....	\$ 11.51	**
Scraper.....	\$ 12.96	**
Small Slipform Machine.....	\$ 15.96	**
Spreader Box.....	\$ 14.73	**

Servicer.....\$ 14.58 **

Steel Worker (Reinforcing).....\$ 16.18 **

TRUCK DRIVER

Lowboy-Float.....\$ 16.24 **

Off Road Hauler.....\$ 12.25 **

Single Axle.....\$ 12.31 **

Single or Tandem Axle Dump

Truck.....\$ 12.62 **

Tandem Axle Tractor with

Semi Trailer.....\$ 12.86 **

Transit-Mix.....\$ 14.14 **

WELDER.....\$ 14.84 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Superseded General Decision Number: TX20230026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in Texas.

Heavy Construction Projects (Including Water and Sewer Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.28	11.06

 SUTX1990-041 06/01/1990

	Rates	Fringes
CARPENTER.....	\$ 10.40 **	\$3.64
Concrete Finisher.....	\$ 9.81 **	
ELECTRICIAN.....	\$ 13.26 **	
Form Setter.....	\$ 7.86 **	
Laborers:		
Common.....	\$ 7.25 **	
Utility.....	\$ 8.09 **	
PAINTER.....	\$ 10.89 **	
Pipelayer.....	\$ 8.43 **	
Power equipment operators:		
Backhoe.....	\$ 11.89 **	3.30
Bulldozer.....	\$ 10.76 **	
Crane.....	\$ 13.16 **	3.30
Front End Loader.....	\$ 10.54 **	
Mechanic.....	\$ 10.93 **	
Scraper.....	\$ 10.00 **	
Reinforcing Steel Setter.....	\$ 10.64 **	
TRUCK DRIVER.....	\$ 7.34 **	

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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U.S. Department of Labor
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

"General Decision Number: TX20240257 01/05/2024

Superseded General Decision Number: TX20230257

State: Texas

Construction Type: Building

County: Johnson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ASBE0021-011 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 31.32	7.52

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

CARP1421-002 02/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 30.12	41.45

ELEV0021-006 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.60	37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0263-005 06/01/2023

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 27.89	7.93

PAIN0053-004 04/01/2014

	Rates	Fringes
PAINTER (Brush, Roller, and Spray (Excludes Drywall Finishing/Taping)).....	\$ 16.40 **	5.45

PLUM0146-003 05/01/2023

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 38.28	11.06

SUTX2014-033 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.18	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.12 **	2.94
CEMENT MASON/CONCRETE FINISHER...	\$ 13.45 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.24 **	3.94
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 16.20 **	3.40
ELECTRICAL INSTALLER (Sound and Communication Systems Only)Excludes Wiring.....	\$ 17.79	2.41
ELECTRICIAN (Alarm Installation Only).....	\$ 18.00	0.38
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 14.88 **	2.15
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.68	4.39
FORM WORKER.....	\$ 12.38 **	0.00
GLAZIER.....	\$ 15.93 **	2.37
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 22.18	6.48
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 15.77 **	0.00
IRONWORKER, REINFORCING.....	\$ 12.19 **	0.00
LABORER: Common or General.....	\$ 11.91 **	2.64
LABORER: Mason Tender - Brick...	\$ 10.50 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.80 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 10.00 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....	\$ 13.06 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 17.60	0.50
OPERATOR: Forklift.....	\$ 14.20 **	0.00
OPERATOR: Grader/Blade.....	\$ 12.95 **	0.00
OPERATOR: Loader.....	\$ 12.89 **	1.19
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04 **	0.00
PLASTERER.....	\$ 15.30 **	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 19.33	3.57
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 24.00	2.71
ROOFER.....	\$ 15.70 **	0.58
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.25	3.02
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.63	0.65
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.89	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 12.00 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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=====

END OF GENERAL DECISION"

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

Company

By _____
(Please Print)

Address

Signature

City State Zip

Title (Please Print)

SECTION 5
AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

Signature

Date

ATTEST (if corporation)

Date

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
- (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
 - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
 - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
- (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.
- (h) An offense under this section is a Class A misdemeanor.

36.09 OFFERING GIFT TO PUBLIC SERVANT

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

36.10 NON-APPLICABLE

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
 - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
 - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
 - (4) a political contribution as defined by Title 15, Election Code; or
 - (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

SECTION 5A CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org.legal - Ethics Form ECIQ.

Sec. 176.002. APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.

- (a) This chapter applies to a person who:
 - (1) enters or seeks to enter into a contract with a local governmental entity; or
 - (2) is an agent of a person described by Subdivision (1) in the person's business with a local governmental entity.
- (b) A person is not subject to the disclosure requirements of this chapter if the person is
 - (1) a state, a political subdivision of a state, the federal government, or a foreign government; or
 - (2) an employee of an entity described by Subdivision(1), acting in the employee's official capacity.

Sec. 176.006. Disclosure requirements for vendors and other persons; questionnaire.

- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the person:
 - (A) begins discussion or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the person becomes aware:

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

SECTION 5B
HOUSE BILL 89 VERIFICATION FORM

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the Contract Pursuant to Section 2270.001,

TEXAS GOVERNMENT CODE:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official), do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Section 5C
Offeror Acknowledgement

Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Burleson.

Yes, we agree **No, we do not agree**

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Burleson.

Yes, we agree **No, we do not agree**

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: Service Center Drainage Improvements
Project No. DR2301

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **Service Center Drainage Improvements Project, OWNER Project No. DR2301**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City of Burleson, hereinafter called "OWNER" to the Contractor will be made based on the actual quantity installed in the field.

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 120 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond for _____ (\$_____5%) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may over lap at Contractors discretion). TOTAL DAYS: 120

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the OWNER reserves the right to delete any portion of this project, as it may deem necessary to stay within the

OWNER's available funds. Should the OWNER elect to delete any portion, the contract quantities will be adjusted accordingly.

- 11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the OWNER reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the OWNER's available funds.
- 12. BIDDER accepts the provisions as to liquidated damages (\$240.00 per calendar day) in the event of failure to complete the work on time.
- 13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

Company

By _____
(Please Print)

Title

Address

City State Zip

(Seal if corporation)

Submitted by _____

An Individual
A Corporation
A Partnership

Doing Business as _____

(Complete A or B below, as applicable)

[]A. The principal place of business of our company is in the State of _____.

Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.

A copy of statute is attached.

[]B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$ _____

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITTAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

PROPOSAL FORM EXHIBIT 'A'

City of Burleson Service Center Drainage Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Typed or Written in Words	Unit Price	Extension
101	1	LS	Site Preparation, Mobilization, Bonds, & Insurance _____ Dollars and _____ Cents Per Lump Sum	\$ _____	\$ _____
102	1	LS	Erosion Control & SWPPP _____ Dollars and _____ Cents Per Lump Sum	\$ _____	\$ _____
103	1	LS	Traffic Control (Steel plate over service road and barricades as needed) _____ Dollars and _____ Cents Per Lump Sum	\$ _____	\$ _____
201	2,758	SY	Demolition, removal, and disposal of concrete pavement _____ Dollars and _____ Cents Per Square Yard	\$ _____	\$ _____
202	3	EA	Demolition, removal, and disposal reinforced concrete pipe, end treatments, and outfall structure _____ Dollars and _____ Cents Per Each	\$ _____	\$ _____
301	2,800	SY	6" 3600 PSI Concrete w/ #4 bars on 24" centers each way over 6" stabilized compacted subgrade complete with striping _____ Dollars and _____ Cents Per Square Yard	\$ _____	\$ _____
302	145	SY	5" 3600 PSI Concrete w/ #4 bars on 24" centers each way over 6" stabilized compacted subgrade _____ Dollars and _____ Cents Per Square Yard	\$ _____	\$ _____

PROPOSAL FORM EXHIBIT 'A'

City of Burleson Service Center Drainage Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Typed or Written in Words	Unit Price	Extension
303.A	290	SY	5" 3600 PSI Concrete w/ #4 bars on 24" centers each way over 6" stabilized compacted subgrade _____ Dollars and _____ Cents Per Square Yard	\$ _____	\$ _____
303.B	290	SY	6" crushed asphalt over 6" stabilized compacted subgrade from existing stockpile located on site _____ Dollars and _____ Cents Per Square Yard	\$ _____	\$ _____
304	33	EA	Wheel Stops _____ Dollars and _____ Cents Per Each	\$ _____	\$ _____
305	630	SY	Class A Concrete Flume per Detail D-09 _____ Dollars and _____ Cents Per Square Yard	\$ _____	\$ _____
306	755	CY	Unclassified excavation and rework of dirt (Detention Pond Site is intended to be balanced) _____ Dollars and _____ Cents Per Cubic Yard	\$ _____	\$ _____
307	10,000	CY	Imported Fill (If Necessary) _____ Dollars and _____ Cents Per Cubic Yard	\$ _____	\$ _____
308	367	LF	36" Class IV Reinforced Concrete Pipe _____ Dollars and _____ Cents Per Linear Foot	\$ _____	\$ _____
309	54	LF	24" Class IV Reinforced Concrete Pipe _____ Dollars and _____ Cents Per Linear Foot	\$ _____	\$ _____

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Service Center Drainage Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Typed or Written in Words	Unit Price	Extension
311	4	EA	36" SETP-CD-4:1 Safety End Treatment _____ Dollars and _____ Cents Per Each	\$ _____	\$ _____
312	2	EA	24" Sloped Headwall _____ Dollars and _____ Cents Per Each	\$ _____	\$ _____
313	2,265	SY	Hydromulch _____ Dollars and _____ Cents Per Square Yard	\$ _____	\$ _____
Total Base Proposal - Alternate 1					
_____ Dollars and _____ Cents					
\$ _____					
Total Base Proposal - Alternate 2					
_____ Dollars and _____ Cents					
\$ _____					

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. DR2301

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and

hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Service Center Drainage Improvements

City of Burleson Project No. DR2301

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete same within 120 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER. If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this

Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

Corporate Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

City Acknowledgement

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20_____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Service Center Drainage Improvements

City of Burleson Project No. DR2301

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the

covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Service Center Drainage Improvements

City of Burleson Project No. DR2301

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and materials in the prosecution of the work provided for in the

above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20__.

WITNESS

PRINCIPAL

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

 Company

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

WITNESS

SURETY

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

 Company

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas, for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

SECTION 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Service Center Drainage Improvements

City of Burleson Project No. DR2301

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

PRINCIPAL

 Company

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

WITNESS

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

SURETY

 Company

By _____
 Signature

 Typed/Printed Name

 Title

 Address

 City State Zip

SECTION 10A.1
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Service Center Drainage Improvements
Project Number: DR2301
Owner: City of Burleson, Texas
Contractor: _____
Engineer: City of Burleson Public Works – Engineering Capital

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20____

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

SECTION 10A.2
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF JOHNSON

§ CONTRACTOR'S AFFIDAVIT OF
§ FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____

("Affiant"), who, after being by me duly sworn, deposes and says that he is _____

, a _____ (corporation, partnership, trade name)
of _____ (County, State of Texas) the ("Contractor"), which said Contractor
was awarded the contract dated the _____ day of _____, for the construction of **Service Center
Drainage Improvements** (the "Work"), for a total consideration
of _____ Dollars to be paid to the said Contractor (the
"Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF BURLESON (the "OWNER") has received the request for final payment on said Work, and that the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other applicable statues or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the OWNER, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right against the OWNER arising out of or in any manner connected with the performance of the work and/or his Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the OWNER. The Contractor shall defend, hold harmless and indemnify the OWNER from any such claims of such Subcontractors. The contractor further releases the OWNER from any claim or liability arising from any act or neglect of the OWNER related to or connected with the contract and shall not be deemed or alter or modify the terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ day of _____, 20____.

(Notary Public, in and for the State of Texas)

(Printed Name of Notary)

My Commission expires: _____

SPECIAL PROVISIONS – PAVING & DRAINAGE

1 PURPOSE OF SPECIAL PROVISIONS:

- A. The project shall be constructed in accordance with the Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as the Standard Specifications.
- B. These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project, which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.
- C. Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.
- D. References made to “TxDOT” items in this contract shall mean items in the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges as published by the Texas Department of Transportation in 2004, or most recent edition, Standard version only. There will be no Metric projects. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

2 SCOPE OF WORK:

The work governed by these specifications is located in the city of Burleson, Texas and consists of Service Center Drainage Improvements Project No. DR2301. The project includes demolition, removal, and disposal of concrete pavement, concrete paving, storm drain, grading of a detention pond with concrete flume. Note: This project takes place at a very active service center vital to City operations. Contractor should anticipate using steel plates to keep operations going. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.

- A. The intent of the Contract Documents, including the Standard Specifications, Special Provisions & Projects, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.
- B. Horizontal and vertical control, if available, will be provided by the Owner prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection by the City Engineer or their authorized representative. Any provision of the agreement vesting in the City of Burleson, Department of Public Works & Engineering, the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and

specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City of Burleson, Department of Public Works & Engineering the right to control the details of the work.

- C. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.

The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

- D. Whenever the City of Burleson shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work; such employee shall be removed from the work and shall not again be employed on it.
- E. Under urgent circumstances, the City of Burleson may orally require immediate removal of an employee for cause, to be followed by written confirmation.

3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Burleson as a condition of the contract, together with appropriate powers of attorney.

1. **Performance, Payment, And Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms, which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Burleson. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.

2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as

a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

3. **Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation	Statutory Limit
Employer's Liability	\$100,000 Each Occurrence \$100,000 Disease – Each Employee

Liability Insurance

Commercial General Liability (No standard coverages are to be excluded by endorsement.)	\$1,000,000 Per Occurrence
--	----------------------------

Automobile Liability Insurance

Commercial Auto Liability Policy (including coverage for owned, hired, and non-owned autos)	\$ 500,000 Combined Single Limit
--	-------------------------------------

Umbrella Liability

(Following Form and Drop Down Provisions Included)	\$2,000,000 Each Occurrence
--	-----------------------------

- B. It is agreed by all parties to this contract that the insurance required under this contract shall:
 1. Be written with the City of Burleson as an additional insured.
 2. Provide thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
 3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
 4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

5. Provide a Certificate of Insurance evidencing the required coverages to:

City of Burleson
Public Works & Engineering, Capital Improvements Division
141 W. Renfro
Burleson, TX 76028

- C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Burleson or the City of Burleson's property might be responsible or encumbered (less amounts withheld by City of Burleson) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Burleson, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Burleson, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Burleson. If a subcontractor refuses to furnish a release or waiver required by the City of Burleson, the Contractor may furnish a bond satisfactory to the City of Burleson to indemnify the City of Burleson against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Burleson all money that the City of Burleson may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's / person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor, which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney's fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Burleson, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Burleson from the consequences of City of Burleson's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's compensation acts or other employee benefit acts.

5 ADDENDUM:

A. This section has been moved to "Instructions to Bidders."

6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 6 of this contract, will be the maximum number of **Calendar** days allowed to substantially complete this project. **Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.** Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Burleson. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Burleson **TWO HUNDRED**

FORTY DOLLARS (\$240.00) for each **Calendar** day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Burleson and Contractor that **TWO HUNDRED FORTY (\$240.00)** is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

The days as outlined in the Bid Summary for each section is given as a guide to the amount of time assumed to complete that particular portion of work. Liquidated damages will incur as a relation to completion of the entire Project within the allotted total number of Calendar days, which is 180 days.

7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

- A. The Contract Documents furnished to the Contractor shows the number of calendar days allowed in the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement (change order).
- B. Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.
- C. Prior to beginning construction operations, the Contractor shall submit to the engineer a *Critical Path Method (CPM)* chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.
- D. Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.
- E. The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written

request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

1. 1st Month - Reduction = 30% X work performed (Month Only)
 2. 2nd Month - Reduction = 40% X work performed (Month Only)
 3. 3rd Month - Reduction = 50% X work performed (Month Only)
 4. Subsequent Month - Reduction = 50% work performed (Month Only)
- F. The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.
- G. The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.
- H. Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 10 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

8 DELAYS:

- A. The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Burleson or its Contractors or

subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

- B. Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Burleson makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.
- C. Wherever in connection with this contract it is required, expressly or otherwise, that City of Burleson shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Burleson as to the time of such performance and the delay of City of Burleson in fulfilling such requirement shall not result in liability of any kind on the part of City of Burleson except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

9 MONTHLY ESTIMATE:

- A. Although Contractor estimates may be submitted on a monthly basis, The City of Burleson does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made

10 RIGHT TO AUDIT:

- A. CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

11 PREVAILING WAGE RATES:

- A. The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 2 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 2. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 2 of the contract documents in accordance with applicable State and Federal Laws.
- B. Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Burleson for all employees performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.
- C. A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.
- D. The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

12 CONSTRUCTION WATER:

- A. Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 141 W. Renfro, City Hall, prior to picking up the meter. These meters will be furnished by the City of Burleson and will be picked up at City Hall. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and signature of the company employee in writing to the Utility Billing department no later than the 10th of each month. That written reading may be dropped off to the Utility Billing department at City Hall or faxed to 817-447-3928. This procedure will be followed wherever construction water

is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION 7 (PROPSAL) of this contract.

13 DETOURS AND BARRICADES:

- A. The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a bid item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.
- B. Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.
- C. Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following "*Traffic Control Device Detail*," which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.
- D. No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their

subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

14 SALES TAX EXEMPTION:

- A. The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly.

15 ACCESS TO PRIVATE PROPERTIES:

- A. The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.
- B. The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

16 CRUSHED ROCK BAD WEATHER PROTECTION:

- A. During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. This specification is not considered a separate bid item. It

is considered subsidiary to other items in the proposal. Ingress and egress onto private and public property shall be maintained at all times when contractor is not working in the area.

17 USE OF PRIVATE PROPERTY:

- A. The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. ***The Contractor shall not at any time use private water meters set for the property owner's use without written permission of the property owner.*** Contractor is responsible for any and all damages to private property used for construction purposes.

18 PROTECTION OF THE PUBLIC:

- A. (COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.
- B. Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.
- C. The City of Burleson reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City of Burleson shall be deducted from monies due or to become due to the Contractor.

19 PROTECTION OF ADJACENT PROPERTY:

- A. The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

20 TESTING:

- A. The City inspector, deemed necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for as follows:
1. Sanitary Sewer Lines
 - a. Trench backfill density - City pays initial testing, Contractor pays for retesting
 - b. Pressure Testing of the Line - Contractor pays
 - c. Manhole Vacuum Test – Contractor pays
 2. Water Lines
 - a. Trench Backfill Density – City pays initial testing, Contractor pays for retesting
 - b. Pressure Testing of the Line- Contractor pays
 - c. Line Sterilization – Contractor pays for sterilization. City collects water sample and pays for the initial testing, Contractor pays for retesting
 3. Storm Drain

Trench Backfill density – City pays initial testing, Contractor pays for retesting
 4. Paving
 - a. Lime or cement stabilized subgrade gradation and density – City pays initial testing, contractor pays for retesting
 - b. Mix design/plant control – Contractor pays
 - c. Strength test/ cylinders – City pays initial testing, Contractor pays for retesting
 - d. Thickness test/coring - City pays initial testing, Contractor pays for retesting and additional tests to isolate deficient areas
 5. Structures
 - a. Mix design/plant control – Contractor pays
 - b. Strength test/cylinders – City pays initial testing, Contractor pays for retesting
- B. The failure of the City to perform any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City of Burleson.
- C. In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor

shall be responsible for replacing any concrete which does not meet the requirements of the contract documents.

21 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

22 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

- A. Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

23 EXISTING UTILITIES:

- A. The Contractor will make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

B. The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:

1. Atmos Energy
 - a. Matthew McCartney
 - b. Engineer 1
 - c. P: 682.328.5125
 - d. Matthew.McCartney@atmosenergy.com
2. Oncor Electric Delivery
 - a. Chris Cooley
 - b. Designer
 - c. P: 682.375.4693
 - d. Christopher.Cooley2@oncor.com
3. United Co-Op Electric
 - a. Wes Burton
 - b. P: 817-782-8316
 - c. wes@ucs.net
4. AT&T Communications
 - a. Daniel Dunn
 - b. Manager OSP Planning & Engineering Design
 - c. P: 817.994.3700
 - d. DD5406@att.com
5. Charter Communications
 - a. Greg Piatt
 - b. Line Locator
 - c. P: 817.509.6272 x3363
 - d. 8912 S I-35W, Suite D
 - e. Fort Worth, Texas 76134
6. City of Burleson Public Works & Engineering

- a. Errick Thompson
- b. Director of Public Works & Engineering
- c. P: 817.426.9837
- d. 1675 John Jones Drive
- e. Burleson, Texas 76028

24 PROTECTION & CLEANING OF EXISTING SEWERS

- A. If the contractor, through any carelessness or negligence, obstructs the flow through any existing sewer within the limits of the project, the Public Works & Engineering Department of the City of Burleson will provide the necessary equipment and labor to clean the obstructions(s) at a rate of Two Hundred Dollars (\$200.00) per hour with a two (2) hour minimum per location.

25 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

- A. In the preparation of plans and specifications, the engineer has endeavored to indicate the location of existing underground utility lines which are known to the engineer. No attempt has been made to show minor lines or service lines however, and it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, the Contractor shall communicate with the local representative of all utility companies and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. It is the Contractor's responsibility to uncover and determine the elevation and location of all potential conflicts well ahead of the excavation.

26 RIGHT-OF-WAY PREPARATION:

- A. Right-of-way preparation shall be in accordance with NCTCOG Specification Item 203.3, General Site Preparation. "Preparing Right-of-Way" shall be measured on a lump-sum basis unless indicated otherwise. The lump sum bid for this item shall not exceed 10 percent of the total amount bid for the entire project. A prorated portion of the lump sum bid shall be paid monthly until such work is completed. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. The Contractor should take special precautions to avoid damaging any trees outside the construction limits and any other trees which the engineer may designate to remain.

27 ROADWAY EXCAVATION:

- A. All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the NCTCOG Specifications, Division 200, 203.4, "Unclassified Street Excavation."

- B. Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify City of Burleson in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.
- C. It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

28 UNCLASSIFIED STRUCTURAL EXCAVATION:

- A. The excavation for the construction of the inlets, box culverts, and junction boxes is not classified. Payment for the excavation shall be subsidiary to the unit price bid for each structure in the bid proposal.

29 SITE GRADING:

- A. All vegetation shall be removed from areas where fill is to be placed. Topsoil shall be grubbed, removed, and stockpiled. After the fill has been placed and compacted, the topsoil shall be spread to a thickness of six inches (6") in all proposed areas that require it. The topsoil shall be free from grass, roots, sticks, stones, or other foreign materials. After placement is complete, the surface of the topsoil shall be finished to a reasonably smooth surface so grass may be planted and maintained.
- B. Site grading will be based on the elevations and grades shown on the Grading and Paving Drawings. Filling, construction of embankments, removal, stockpiling, and spreading topsoil and offsite disposal of excess material will be considered incidental and subsidiary to excavation and shall not be a separate pay item.
- C. No extra payment shall be made for rock excavation or crushing rock material for placement in fill areas. This work shall be considered incidental to site grading and shall not be a separate pay item.

30 COMPACTED ROADWAY FILL & EMBANKMENT:

- A. All compacted roadway fill and embankments constructed on this project shall be in accordance with the NCTCOG Specifications, Division 200, 203.7, "Embankment", except as amended herein or as shown on the plans.
- B. All fill material shall be compacted in lifts of loose depth not exceeding eight (8") inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. Each lift shall be tested before a subsequent lift is allowed to be placed. It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits and to dispose of any excess material not needed for constructing embankments to the established grade, shape of the typical sections shown on the plans, and detailed sections or slopes. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.
- C. No recycled soil will be allowed for use on this project without prior consent from the engineer.
- D. The placement and compaction of fill material in roadway and embankment areas on this project shall be measured and paid for separately from the "Roadway Excavation". However, no separate payment will be made for the disposal of excess materials as mentioned above. Measurement for compacted roadway fill and embankment shall be for in-place embankment after compaction to the density specified on the plans. Measurement shall be in cubic yards as determined on the basis of the natural ground cross-section and the finished lines and grades as shown in the plans and computed by the method of average end areas from the project cross-section.
- E. The price bid per cubic yard for "Compacted Roadway Fill and Embankment" shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the embankment, including cost of water, sprinkling, wetting, and rolling in accordance with the plans and specifications

31 BORROW:

- A. There is insufficient material from the street excavation to complete all fills as shown on the construction plans, therefore it is the Contractor's responsibility to locate a suitable source of select borrow material for completing the fills on the project. Prior to using any offsite borrow material, the material must be approved by the City of Burlison. The following will be required prior to approval:
 - 1. The Contractor must obtain a written, notarized certification from the landowner of each proposed borrow source stating that to the best of the landowner's knowledge and belief

there has never been contamination of the borrow source site with hazardous or toxic materials.

2. The Contractor shall provide adequate testing to determine that the borrow source material is not contaminated with hazardous or toxic materials. The geotechnical engineer performing the testing for the Contractor shall notify the City in writing of his/her approval of the material. No recycled soil will be allowed for use on this project without prior consent from the engineer.
3. Based on geotechnical testing performed on existing soil from the project site, a lime/cement application rate has been determined for subgrade stabilization as set forth in these Special Provisions. The quantities included in the PROPOSAL are based on the determined application rate. Before using any offsite borrow material for subgrade purposes, the Contractor shall provide necessary testing to determine the lime/cement application rate for the proposed borrow material. The results of these tests shall be submitted to the City in writing by the geotechnical engineer performing the testing for the Contractor. If the lime/cement application rate required for the offsite borrow material is greater than the rate specified in these Special Provisions, the Contractor shall be responsible for the cost of the additional lime/cement required or locate an alternative borrow source. If the application rate required for the borrow material is less than the rate specified in these Special Provisions, the Contractor will be paid for the actual quantity of lime/cement used on the project.
4. The Contractor shall provide testing (ASTM D 698) to determine the optimum density and moisture content for the borrow material if used as treated subgrade.
5. The borrow material shall be tested for the presence of soluble sulfates. Any soil with a content of soluble sulfate in excess of 2000 ppm will not be approved.
6. No organic material, trash, debris, trees, clippings or other deleterious material will be allowed in offsite borrow material.

32 FILLING:

- A. Fills shall be constructed at the locations and to the lines and grades indicated on the drawings. When rock excavation is used, it shall be broken or crushed so that the maximum dimension is four (4") inches. No rock will be allowed in the upper twelve (12") inches of the fill.
- B. Equipment for compacting fills shall be sheepsfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.

- C. The combined excavation and fill placing operation shall be blended sufficiently to secure the best practicable degree of compaction. Fill shall be compacted to at least ninety-five percent (95%) Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. The suitability of the materials shall be subject to approval of the City of Burleson's laboratory. Dump, then spread and mix successive loads of material to give a horizontal layer of not more than eight (8") inches in depth, loose measurement. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized, and brought to a uniform approved moisture content.
- D. No fill material shall be rolled until the layer of material has a uniform moisture content which will permit the proper compaction under that degree of moisture content which is the optimum for obtaining the required compaction.
- E. Dry any material having a moisture content too high for proper compaction by aeration until the moisture content is lowered to a point where satisfactory compaction may be obtained. If the moisture of the fill material is too low, add water to the material and thoroughly mix by blading and discing to produce a uniform and satisfactory moisture content.
- F. If, in the opinion of the City of Burleson's laboratory or inspector, the rolled surface of any layer or section of the fill is too smooth to bond properly with the succeeding layer or adjacent section, roughen by discing or scarifying to the satisfaction of the City of Burleson's laboratory before placing succeeding layer or adjacent sections.
- G. No recycled soil will be allowed for use on this project without prior consent from the engineer.

33 DRAINAGE:

- A. Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed.

34 REMOVAL ITEMS:

- A. On this project, the removal of existing concrete curb and gutters, concrete valley gutters, and concrete drive approaches shall be at the locations indicated by the engineer and shall be paid for under the right-of-way preparation pay item (See Special Provision 11-23) unless a separate bid item is included in the PROPOSAL. All concrete curb and gutter and drive approaches removed will be broken out at existing construction expansion joints if possible. Where existing concrete is removed at a location other than a joint, the slab will be sawed in a neat straight line the full depth of the slab. The cost for sawing and breaking shall be considered subsidiary to the unit price bid for concrete removal. The Contractor shall make every effort to protect all

concrete surfaces that will remain. Any remaining surfaces damaged during removal operations by the Contractor will be replaced at the Contractor's own expense.

- B. The responsibility of locating suitable disposal sites for removal items on this project will be solely a function of the Contractor. The City of Burleson will in no way be responsible for the actions of the Contractor if he disposes of excess material in locations that are not approved. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

35 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

- A. Hydrated lime to be used on this job shall conform to NCTCOG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Portland cement to be used for stabilization shall conform to NCTCOG Specification Item 301.3.

36 LIME STABILIZATION OF SUBGRADE:

- A. Prior to beginning any lime modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with *Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges, 2004*, Item _____. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Lime will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Lime will be applied by the "slurry method" when application is in the corporate limits of the City of Burleson, Texas.
 - 1. Lime and water shall be combined to form a mixture for the lime application. Past experience has proven that approximately 3200 pounds of lime to 500-600 gallons of water will produce the satisfactory mixture. The slurry mix must be made within the city limits of the City of Burleson.
 - 2. The slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply the correct amount of lime. The distributor or water truck will be equipped with an agitator to keep the slurry in a consistent mixture.

3. For applications greater than or equal to 40 pounds per square yard, the initial application shall be applied in halves (two equal parts) on day one (1) and day two (2). This is subsidiary to the lime stabilization item.
 4. Mixing with a pulvimixer will immediately follow the lime application(s) until 100% of all material will pass a two (2") inch sieve. The lime treated subgrade shall then be sealed with a pneumatic roller and left for an initial curing (mellowing) period of no less than 72 hours (3 days) and no more than 168 hours (7 days) measured from day one (1) of the initial application. During the initial curing (mellowing) period, the lime treated subgrade shall be maintained at the optimum moisture content to plus (+) four percentage points. The final remix and compaction shall be completed within 168 hours (7 days) measured from day one (1) of the initial application. If the final remix and compaction are not complete within 168 hours (7 days) measured from day one (1) of the initial application than an additional lime application will be required. The additional lime application amount shall be 50 % of the original total application rate and shall be added to the lime treated subgrade in accordance with Section 11A-32. No additional payment shall be made when this additional lime application is required.
 5. For the final remix the subgrade shall be re-scarified to a depth of six (6") inches and pulverized until all material conforms to the following:
 - a. Passing 1" Sieve 100%
 - b. Passing #4 Sieve 60%
 6. Final compaction shall be accomplished in two (2) three (3") inch lifts and compacted to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points. A curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons per square yard within 24 hours of passing density tests. This is subsidiary to the lime stabilization item.
- D. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Communications & Environmental Services at (817) 447-5410, ext. 269 during Service Center working hours and to the Burleson Fire Department Dispatcher (817) 295-5498, ext. 230 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the lime stabilization item.

37 PORTLAND CEMENT STABILIZATION OF SUBGRADE:

- A. Prior to beginning any Cement modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation *Standard Specification for Construction of Highways, Streets and Bridges, 2004*, Item _____, or the most recent edition. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Portland cement will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Portland cement stabilization shall be applied by either the slurry or dry method. If the method used is "DRY", it shall be the Contractor's responsibility to maintain dust control during the application of Portland cement. If during application of Portland cement stabilization the Contractor has failed to maintain the dust to within limits specified by the inspector, the contractor will apply future Portland cement stabilization by "slurry method".
 - 1. It shall be the responsibility of the CONTRACTOR to regulate the sequence of work, to process a sufficient quantity of material so as to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and to rework the courses as necessary to meet the foregoing requirements. Cement stabilized base shall not be mixed or placed when the air temperature is below 40°F (5°C) and falling, but may be mixed or placed when the air temperature is above 35°F (2°C) and rising, the temperature being taken in the shade and away from artificial heat, and with the further provisions that cement stabilized base shall be mixed or placed only when weather conditions, in the opinion of the OWNER, are suitable.
 - 2. The cement-modified soil layer may be constructed with any machine or combination of machines and auxiliary equipment that shall produce the results meeting the requirements for soil pulverization, cement application, water application, mixing, and incorporation of materials, compaction, finishing and curing as specified herein. The CONTRACTOR shall at all times provide sufficient equipment to enable continuous performance of the work and its completion in the required number of working days.

3. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The soil and/or recycled asphalt pavement shall be so pulverized that at the completion of moist-mixing, it meets the gradation below.

a. Cement Treated Materials-In-Place

- (1) Sieve Size 1-in. (25mm)
 - (i) Minimum Passing by Dry Weight = 100%
- (2) Sieve Size No. 4 (4.75mm)
 - (i) Minimum Passing by Dry Weight = 80%
- (3) Minimum Passing by Dry Weight is exclusive of gravel or stone retained on these sieves.
- (4) Recycled asphalt pavement shall be pulverized so that 100 percent shall pass a 2-in. (50mm) sieve.

D. Application of Cement to Materials-In-Place: Portland cement shall be spread by an approved dry or slurry method uniformly on the soil at the rate specified on the plans or as determined by preliminary laboratory tests. If a bulk cement spreader is used, it shall be positioned by string lines or other approved method during spreading to insure a uniform distribution of cement. Cement shall be applied only to such an area that all the operations can be continuous and completed in daylight within 6-hours of such application. The percentage of moisture in the soil at the time of cement application shall not exceed the quantity that shall permit uniform and intimate mixture of soil and cement during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the soil and cement mixture. In the event of high soil-moisture contents, cement may be applied at one-half the specified rate when approved by the Engineer. The remainder of the application rate of cement shall be applied the following day(s), not to exceed 48-hours. The usual construction sequence shall then be resumed. No equipment, except that used in the spreading and mixing, shall be allowed to pass over the freshly spread cement until it is mixed with the soil.

1. Mixing shall continue until a homogeneous, friable mixture of the material and cement is obtained, free from all clods or lumps. The mixture shall be kept within moisture tolerances throughout the operation.
2. Compaction shall begin after mixing and after gradation and moisture requirements have been met. The material shall be compacted to at least 95-percent of the maximum density as determined by ASTM 698 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)). At the start of compaction, the percentage of moisture in the mixture and in un-pulverized soil lumps, based on oven-dry weights, shall be within 2-percentagepoints of the specified optimum moisture content and shall be less than the quantity which shall cause the soil cement mixture to become unstable during compaction and finishing. When the un-compacted soil-cement mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final

compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the CONTRACTOR. The specified optimum moisture content and density shall be determined in the field on the representative samples of soil-cement mixture obtained from the area being processed. Final moisture content shall be within minus 2 (-2) to plus 4 (+4) of optimum. Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. Compaction shall begin at the bottom and shall continue until the entire depth of the mixture is uniformly compacted. The loose mixture shall then be uniformly compacted to the specified density within 2-hours. After the soil and cement mixture, except the top mulch, is compacted, water shall be uniformly applied as needed and thoroughly mixed in. The surface shall then be reshaped to the required lines, grades and cross section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment. The resulting surface shall be thoroughly rolled with a pneumatic tire roller and "clipped," "skinned," and "tight-bladed" by a power grader to a depth of approximately ¼-in. (6mm), moving all loosened soil and cement from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding small increments of moisture as needed during rolling. When directed by the OWNER, surface finishing methods may be varied from this procedure, provided a dense, uniform surface, free of surface material, is maintained at its specified optimum during all finishing operations. Surface compaction and finishing shall proceed in such a manner as to produce, in not more than 2-hours, a smooth, closely knit surface, free of cracks, ridges or loose material, conforming to the drawn grade and line shown on the plans. OWNER shall conduct In-place density tests shall as outlined in ASTM D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth). In-place density tests shall be performed at the rate of one-per-300-linear-ft. (one/91-m) of paving for two (2) lanes. The suitability of the modification shall be confirmed by Atterberg Limit testing at the rate of one test per 2,500 cubic-yards (one/1,910-m³) of processed material. In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the OWNER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the stability, density and finish before the next course is placed or the work is accepted, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

- E. *Application of Cement to Plant Mixed Cement:* Mixing and Processing of Portland cement for stabilization by plant mixing shall follow the guidelines as provided in section 11A-34B, subsections A-D.
1. Free access to the plant shall be provided to the OWNER for construction quality control. The mixture shall be hauled to the paving area in trucks having beds cleaned of deleterious material.
 2. The mixture shall be placed on a moistened subgrade in a uniform layer by any approved method of spreading that will deposit the required quantity per lineal foot, without segregation, to produce a uniformly compacted base conforming to the grade and cross-section. Not more than 30-minutes shall elapse between placement of cement treated base in adjacent lanes at any location except at longitudinal and transverse construction joints. Compaction shall start as soon as possible after spreading. Elapsed time between the addition of water to the cement treated base mixture and the start of compaction shall not exceed 60-minutes under normal conditions. The Engineer may alter this time if environmental conditions, such as temperature, humidity or wind conditions would justify such a change. Laboratory tests may be required to verify changes in compaction time limits.
- F. *Opening to Traffic.* The CONTRACTOR shall not be permitted to drive heavy equipment over completed portions. Pneumatic-tired equipment required for hauling cement and water may be permitted to drive over after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided that protection and cover are not impaired. The soil-cement course may be opened to local traffic as soon as the curing seal has been applied and dusted or sanded as necessary to prevent it from being picked up by traffic. Completed portions may be opened to all traffic after 7-days.
- G. *Maintenance.* The CONTRACTOR shall be required within the limits of its contract to maintain the soil-cement treatment in good condition from the time it first starts work until all work shall have been completed. Maintenance shall include immediate repairs of any defect that may occur after the cement is applied. Such maintenance work shall be done by the CONTRACTOR at the CONTRACTOR'S expense, and repeated as often as necessary to keep the area continuously intact. Repairs are to be made in such a manner as to insure restoration of a uniform surface for the full depth of treatment. Any low area of treated subgrade shall be remedied by scarifying the surface to a depth of at least 2-in. (5cm), filling the area with treated material and compacting. Any low area of sub-base or base shall be remedied by replacing the material for the full depth of sub-base or base treatment rather than adding a thin layer of stabilized material to the completed work.

removed, it shall be replaced with the Standard 30 inch curb and gutter section. All concrete used for curb and gutter in the City of Burleson will have a cement content of not less than five (5) sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit price bid for curb and gutter shall include 3-#3 bars of reinforcing steel. Expansion joints shall be placed at all intersections, P.Cs, P.Ts, driveways, inlets, other curb and gutter or every 200 feet. All expansion joints shall not be less than one-half inch (1/2") in thickness with longitudinal dowels. Dowel shall be three No. 4 smooth bars, 24 inches in length. One-half of the dowel shall be coated with asphalt and terminated with an expansion cap. All work shall be in compliance with NCTCOG Section 305.1. All loose material between the forms will be removed and the grade wetted prior to the placing of the concrete. An approved curing compound shall be applied to the surface in accordance with the Curing Specification.

40 EPOXY BONDING AGENT:

- A. Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval.

41 HOT MIX ASPHALTIC CONCRETE:

A. PAVING MIXTURES:

1. **Mixture Design:** The Job Mix Formula shall be designed by the Contractor in accordance with the requirements of this Special Provision, TxDOT Bulletin C-14 and TxDOT Test Method Tex-204-F and tested in accordance with TxDOT Test Methods Tex-201-F and Tex-202-F, with the exception that the laboratory density will be determined as a percentage of the mixture maximum theoretical density. The maximum theoretical specific gravity shall be determined in accordance with TxDOT Test Method Tex-227-F on trial samples of the mixture near optimum asphalt content and conform to the requirements herein. The Contractor shall submit the Job or Plant Mix Formula for review on forms acceptable to the City for each source of supply and type of mixtures specified. Total sand content shall not exceed 18% for Type "D" mix. The bulk specific gravity will be determined for each aggregate to be used in the design mixture. The mixture shall be designed to produce a mixture within the density and stability requirements shown below. In addition, washed gradations of the aggregate in the job mix formula shall be plotted on the 0.45 power chart for comparison with the maximum density line.
2. **Stability and Density:** The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory in accordance with TxDOT Test Method Tex-206-F and the bulk specific gravity of the laboratory compacted mixture determined in accordance with TxDOT Test Method Tex-207-

F should have the following percent of maximum theoretical density as measured by TxDOT Test Method Tex-227-F and stability conforming to TxDOT Test Method Tex-208-F:

a. Optimum Density Range

(1) 95 to 97 Percent

b. Stability, Percent

(1) Not Less than 42

3. **Types:** The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with TxDOT Test Method Tex-200-F (Dry Sieve Analysis) and shall be based on aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

Type "B" (Fine Grade Binder of Leveling-up Course)	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. 10 sieve	5 to 26
Total retained on No. 10 sieve	50 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight, unless specified otherwise on the plans.

Type "D" (Fine Grade Surface Course):	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No.10	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight, unless specified otherwise on the plans.

4. **Sampling and Testing for Field Control:** Extraction tests for bitumen content and aggregate gradation shall be made for each 500 tons produced or fraction thereof. Extraction tests shall conform to TxDOT Test Method Tex-210-F. Tests for stability of the asphalt mixture shall conform to TxDOT Test Method Tex-208-F. The mixture shall not vary from the grading proportions of the aggregate and the asphalt content by more than the respective tolerances and shall be within the limits specified for master grading.

5. **Tolerances in Relation to Approved Design:** The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be TXDOT Test Method Tex-210-F or other methods of proven accuracy.

Type "B" (Fine Grade Binder of Leveling-up):	Percent Aggregate by Weight or Volume
Passing 2" sieve	±5%
Passing 1¾" sieve	±5%
Passing 1¾" sieve, retained on 7/8" sieve	±5%
Passing 7/8" sieve, retained on 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10 sieve	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic material	±0.5%/or 1.2% by vol.

Type "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing ½" sieve	±5%
Passing 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%

Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic Material	±0.5%/or 1.2% by vol.

- B. IN-PLACE COMPACTION CONTROL: In-place compaction control is required for all mixtures.
1. Asphaltic concrete should be placed and compacted to contain no more than 8 percent nor less than 3 percent air voids unless otherwise indicated. The percent air voids will be calculated using the maximum theoretical specific gravity of the mixture determined according to TXDOT Test Method Tex-227-F. Roadway specimen, which shall either be cores or sections of asphalt pavement, will be tested according to TXDOT Test Method Tex-207-F. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determinations shall be carefully crumbled, using heat, if necessary, and the maximum theoretical density determined as specified. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample. The use of nuclear field density determinations shall not be accepted as the basis for acceptance with respect to density. However, an approved nuclear gauge may be used to establish a rolling pattern.
 2. The Contractor shall be responsible for assuring that the compaction of the asphaltic concrete in place will attain between 3 and 8 percent air voids. The Contractor's responsibility for the required compaction includes the selection of rolling equipment and the selection of rolling patterns to achieve the required compaction within the guidelines provided herein. The above selections of equipment and procedures must provide the required qualities of profile, smooth riding surface, and consistent workmanship in appearance.
 3. Initial testing will be the responsibility of the City of Burleson. Any retest will be the responsibility of the Contractor. Additional information is provided in Section 11-18 of these Special Provisions.

42 TACK COAT:

- A. The unit bid prices for coarse graded base course and fine graded surface course shall include the application of a tack coat to each layer of asphaltic concrete before the next layer is applied and a tack coat shall also be applied to any exposed concrete edges that shall about any hot mix asphaltic concrete. The tack coat shall be liquid asphalt complying with the specifications of the Asphalt Institute for SS-1, MS-2 Emulsified Asphalt. The tack coat shall be applied to each layer at a rate not to exceed 0.05 gallons per square yard of surface.

43 ASPHALTIC PRIME COAT:

- A. A prime coat shall be used on the stabilized base material immediately after the base material has been compacted to specified density and cut to grade. The prime coat shall be liquid asphalt complying with the specification of the Asphalt Institute for type MS-2 Emulsified Asphalt. The prime coat shall be applied to the surface of the base at a rate of 0.20 to 0.40 gallons per square yard of surface and allowed to penetrate as far as possible. The cost of furnishing and installing the asphalt prime coat shall be considered subsidiary to the unit prices bid for hot mix asphaltic concrete.

44 REINFORCING STEEL:

- A. All reinforcing steel used on this project shall comply in all respects to "Reinforcing Steel" of the Standard Specifications for Construction of Highways, Streets and, as adopted by the Texas Department of Transportation, 2004 ed. Payment for reinforcing steel shall be considered subsidiary to the various bid items.

45 TEMPORARY BATCH PLANT:

- A. If the Contractor chooses to construct a temporary batch plant, the following conditions (at a minimum) must be satisfied prior to approval from the City.
 - 1. Batch plant must be permitted by Texas Air Control Board. Evidence must be presented.
 - 2. Batch plant must be permitted by Environmental Protection Agency (EPA). A copy of Notice of Intent (NOI) and Storm Water Pollution Prevention Plan must be on the premises.
 - 3. Location map must be provided indicating routes for raw material delivery.
 - 4. Location map must be provided indicating that the nearest recreational area, school, or residence is located at least 300 feet away.
 - 5. Letter of Permission must be provided by the City of Burleson of the property (on which the batch plant is to be constructed) requiring that the contractor leaves the site in as good or better condition.
 - 6. The start and stop dates for operation of the plant must be provided.
 - 7. It must be stated that the batch plant will be used to provide concrete for no other project(s) without written approval from the City of Burleson.
 - 8. No additional pay will be made for the temporary batch plant.

46 TESTING REQUIREMENTS (CONCRETE):

- A. The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests shall be paid for by the City of Burleson. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.
- B. Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor.

47 CONCRETE VALLEY GUTTERS:

- A. All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on twelve inch (12") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface.

48 CONCRETE DRIVEWAYS:

- A. Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit bid price shall also include #3 bars on twelve inch (12") centers, or #4 bars on eighteen (18") centers both ways. An approved curing compound shall be applied to the surface.
- B. The City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense.
- C. All drive connections to State Right-of Way shall use TxDOT details.

49 RECONSTRUCT DRIVES:

- A. Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price

per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction.

50 CONCRETE SIDEWALKS:

- A. **MATERIALS:** Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.
- B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.
- C. The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed, shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.
- D. Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.
- E. Transverse expansion joints shall be three-fourths (3/4") inch in width and be made of high grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on eighteen inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.
- F. Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.
- G. The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

51 CONCRETE SIDEWALKS WITH RETAINING WALL:

- A. When sidewalks are constructed adjacent to retaining walls, the plans shall specify if the sidewalk and retaining wall are to be constructed as separate items or as a sidewalk with wall unit. The sidewalk with wall unit shall be constructed in accordance with the City of Burleson typical details and shall be paid on a linear foot basis for various wall heights up to four (4') foot. When specified to be constructed as separate items, the limits of pay for the sidewalk shall be of the sidewalk up to the face of the retaining wall on a square yard basis. The retaining wall shall be paid under retaining wall on a cubic yard basis.
- B. Generally, location of sidewalk with retaining wall will be the same as a standard sidewalk. If necessary, the sidewalk shall be adjusted in the field, as approved by the Project Engineer, to match existing sidewalks and to avoid trees, fire hydrants, light poles, traffic signs, etc., that otherwise would be in the sidewalk.
- C. It is assumed that areas showing sidewalk with retaining wall will require a retaining wall of only about two foot. Nonetheless, as the details shows, there is a four foot maximum height allowance and the bid price shall reflect the possibility of a four foot (4') wall dependent on field conditions.

52 BARRIER FREE RAMPS:

- A. Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. At tee intersections, a mid ramp shall be constructed as shown in the details. The ramps shall be paid for based on the unit price bid for the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

53 CONCRETE MEDIANS:

- A. All concrete for concrete medians and median noses shall have a minimum thickness of four inches (4"). Reinforcement shall be #3 bars on 18" centers both ways or as shown on the plans. All Class "C" concrete shall have a minimum cement content of six (6) sacks per cubic yard and a minimum compressive strength at 28 days of 3,600 pounds per square inch. Redwood expansion joints shall be placed at the end of the nose radius and at every 40 feet. Curing shall be in accordance with Special Project Specification Section 12-3 "Membrane Curing." Curing and reinforcement shall be considered subsidiary to the various bid items.

54 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

- A. The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes of the following specifications:
 - B. For Meter Boxes for 5/8", 3/4", and 1" services
 - 1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
 - 2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
 - C. For Meter Boxes of 1.5" and 2" services
 - 1. Single Mtr Box (traffic) - Rotec D1730-18-BD5M
 - 2. Double Mtr. Box (traffic) - Rotec DFW38C-14-KSBSM
- D. Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be relocated outside the sidewalk. The box shall be set to the finished grade of the surrounding lot. Water service and meter box *adjustments* (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box *relocations* (horizontal and vertical) shall be paid for as outlined in the PROPOSAL.

55 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

- A. Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or

brought to proper grade before placement of concrete pavement. Where HMAC is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. It shall then be encased in concrete for a minimum of six inches (6") in depth and the concrete shall be a minimum of twelve inches (12") wide at all points around the water valves, cleanouts, or manholes. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices bid in the PROPOSAL.

- B. It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City of Burleson.
- C. Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade. An exception to this specification is in areas where the appurtenance is on private property. The engineer or its representative will give the proper height above the proposed finished grade.
- D. Where manholes, cleanouts, or gate valves are located within the alignment of a sidewalk, the following adjustments shall be made: (1) Manholes shall be flush within the sidewalk and located within construction joints creating an isolated panel for easy removal and repairs if necessary. If the manhole ring and lid are located only partially within the sidewalk and an eccentric cone will not remove it completely from the sidewalk, the manhole ring and lid shall be formed circumferentially within the sidewalk to create vertical edges. The grass side shall be planted with sod to the edge of the ring and lid. (2) Water valve boxes and cleanouts shall be raised flush within the sidewalk. A block-out of 12" beyond all sides of the valve or cleanout shall be formed. The alignment of the block-out shall that of a 48" square rotated 45 degrees when looking perpendicular to the sidewalk. Contraction joints shall extend from the top and bottom vertices to the outer edged of the sidewalk. The contraction joints for the side vertices shall extend to meet the traverse construction joints on either side, forming a panel of four feet (4') square that will allow for removal and repairs if necessary.
- E. Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone

manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

- F. Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with concrete grade rings. Adjustments over 12 inches shall be accomplished using a concrete flat top section or by using pre-cast or cast-in-place manhole sections.

56 REINFORCED CONCRETE PIPE:

- A. Pipe for storm sewers and culverts shall conform to the latest specifications for "Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe," A.S.T.M. Designations. All pipe shall be machined made by a process which will provide for uniform placement of zero slump concrete in the form of compaction by mechanical devices which will assure a dense concrete in the finished product. All excavation, bedding, jointing, and backfilling shall be done in accordance with the specifications outlined in Sections 501.6, 504.3, and 504.4 of the NCTCOG Specifications except as modified by these Special Provisions.
- B. The contractor will be required to furnish and use a laying schedule supplied by the manufacturer showing location of all bends, fittings, and beveled end joints required to accurately construct the system, including curves, as shown on the plans. The pipe will not be laid until the laying schedule has been reviewed and accepted by the City for construction purposes.
- C. The laying schedule shall be based on all pipe joints constructed to the "home" or normal position and the distance between the ends of adjacent pipe sections will be essentially uniform around the periphery of the pipe. OMNI-FLEX® (or approved equal) joint sealer shall be used on all joints and the joint gap range shall not exceed the OMNI-FLEX® recommendations for curved or straight sections.
- D. Payment for all reinforced concrete pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, backfilling and OMNI-FLEX® (or approved equal) joint sealer. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for reinforced concrete pipe.
- E. After the trench has been cut to depth below the barrel of the pipe, the bedding shall be brought up to a point slightly above the grade. Bell holes shall be formed, a trough scooped out to grade and the pipe laid and jointed as specified.

- F. The pipe shall be bedded in a minimum of four inches (4") of crushed stone for pipe up to 60 inches and six inches (6") for pipe 66" and larger except in rock or in wet or unstable trenches where an additional 3 inches of crushed stone will be added to the standard bedding requirements. Crushed stone shall meet NCTCOG 504.2.2 Standard Crushed Rock - Aggregate Grade 4. River rock/gravel will be allowed as long as it meets this gradation requirement.
- G. After the pipe has been laid and the joints made, granular material of a quality satisfactory to the engineer shall be placed from the bottom of the pipe to 6" above the top of pipe. Granular material shall be defined as a free flowing, pit run sand free of stones, clay, organic material, and debris. This material shall not have a P.I. greater than 10. The material shall be placed uniformly on both sides of the pipe in order to prevent disturbance of the pipe and, if necessary, blocking shall be placed against the sides of the trench to prevent displacement of the pipe. The backfill material shall be worked under the haunches of the pipe during the time it is being placed. The material shall be mechanically compacted to 95% standard density in lifts not to exceed eight inches (8") (loose).
- H. For the specifications for the remaining backfill operations, see the Trench Backfill Special Provision.

57 CORRUGATED METAL PIPE (CMP):

- A. Corrugated metal pipe used on this project shall be bituminous coated and smooth lined helically corrugated steel pipe and pipe-arch with a continuously welded butt seam or lock seam.
- B. The pipe shall be fabricated from flat coils. The base metal, spelter coating, and fabrication shall meet the applicable requirements of AASHTO M-36. Each pipe shall have two annular corrugations rolled in each end. Each pipe shall have two lifting lugs welded to the outside of the pipe.

Pipe Diameter	Corrugation	Gage
72"	5" x 1" or 3" x 1"	16
66"	5" x 1" or 3" x 1"	16
60"	5" x 1" or 3" x 1"	16
54"	2-2/3" x 1/2"	14
48"	2-2/3" x 1/2"	14
42" & smaller	2-2/3" x 1/2"	16
Arch Pipe	2-2/3" x 1/2"	16

- C. After the ends have been rolled, the pipe shall be coated with bituminous material, inside and outside, to a minimum thickness of 0.05 inches as required by AASHTO M-190 for Type "A" coating. The pipe shall be centrifugally lined on the inside with bituminous material to form a smooth surface which fills the corrugations to a minimum thickness of one-eighth inch (1/8") above the crests of the corrugations. The bituminous lining material shall meet the requirements of AASHTO M-190. All saddle branch fittings for the storm sewer laterals shall also have coating and lining as specified for pipe.
- D. Coupling bands shall be the same base material and spelter coating as the pipe. Bands shall be 0.064 inches thick and minimum ten and one-half inches (10-1/2") wide. Bands shall be bituminous coated and shall have two (2) corrugations for indexing in annular pipe ends. Bands 12 inch diameter through 30 inch diameter shall be one (1) piece, and 36 inch diameter through 96 inch diameter shall be two (2) piece, and 102 inch diameter through 144 inch diameter shall be three (3) piece. Band laps 12 inch diameter through 48 inch diameter shall be joined by one (1) galvanized bar, bolt, and strap connector. Band laps 54 inch diameter through 144 inch diameter shall be joined by two (2) galvanized bar, bolt, and strap connectors.
- E. The pipe shall be placed on a bedding layer of a minimum of three inches (3") of loosely placed granular material in order to provide a stable but relatively yielding cushion for the pipe. When rock excavation is encountered this bedding layer should be increased to twelve inches (12").
- F. Where the soil encountered at the established grade is a quicksand, muck, or unstable material, such unstable soil shall be removed and replaced with suitable stable material in uniform layers of suitable depth for compaction as directed by the engineer.
- G. Backfilling for the metal pipe structure is a critical phase of the construction, and strict adherence to construction methods is required. After metal pipe structure has been completely assembled on the proper line and grade and headwalls constructed when required by the plan details, granular material shall be placed along both sides of the completed structures equally, in uniform layers not exceeding six inches (6") in depth (loose measurement), wetted if required and thoroughly compacted between adjacent structures and between the structures and the sides of the pipe. Granular material, as used in this section, shall be defined as a free flowing pit run sand, free of stones, clay, organic material, and debris. This material shall have a P.I. less than ten (10). Above the three-fourths point of the structure, the fill shall be placed uniformly on each side of the pipe layers not to exceed twelve inches (12").
- H. For backfilling, until a minimum cover of twelve inches (12") is obtained, only hand operated tamping equipment will be allowed within vertical planes two feet (2') beyond the horizontal projection of the outside surfaces of the structure. Backfill shall be compacted to 90% of Standard AASHTO Density (ASTM D698).

- I. Unless otherwise shown on the plans or permitted in writing by the engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four feet (4') of permanent or temporary, compacted fill is in place. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at no additional cost.
- J. During the backfilling operations, special emphasis is placed on the need for obtaining uniform backfill material and uniform compacted density throughout the length of the structure so that unequal pressure will be avoided. Extreme care will be taken to ensure proper backfill under the structure.
- K. Prior to adding each new layer of loose backfill material, until a minimum of twelve inches (12") of cover is obtained, an inspection will be made of the inside periphery of the structure to determine any local or unequal deformation caused by improper construction methods. If, in the opinion of the engineer, any pipe becomes deformed during backfilling operation or as result of subsequent circumstances during the project, the Contractor shall correct such deformation at his own expense and at the direction of the engineer.
- L. Any and all scratches, scrapes or other damage to the bituminous coating and lining of the pipe shall be repaired by recoating or otherwise as directed by the engineer.
- M. Payment for all Smooth Lined Corrugated Steel Pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation.

58 HIGH DENSITY POLYETHYLENE PIPE (HDPE):

- A. This item shall govern the furnishing and installation of all High Density Corrugated Polyethylene Smooth Wall Pipe and associated fittings necessary for constructing all storm drain facilities, all of which shall conform to AASHTO M-294 specification for High Density Corrugated Polyethylene Pipe and Fittings. The pipes shall be of the sizes, types, and dimensions shown on the plans and shall include all connections and joints to new or existing pipes, storm sewer manholes, inlets, headwalls, and other appurtenances as may be required to complete the work. High Density Polyethylene Corrugated Smooth Wall Pipe may be used when HDPE is shown on the plans or awarded as an alternative item to Reinforced Concrete Pipe (RCP).
- B. The pipe and fittings shall be manufactured by extrusion or molding methods as called for in AASHTO M294. High density polyethylene material shall meet the requirements of ASTM D 3350 Cell Classification 335420C.
- C. Trench width shall be the minimum for proper placement and compaction of embedment and backfill.

- D. Embedment material shall be crushed rock with the following gradation:
 - 1. 0% retained on 1¼ inch
 - 2. 95-100% retained on #10
- E. Depth of bedding material below the pipe shall be four inches minimum (6 inches in rock cuts) for all pipe sizes, unless otherwise directed by the engineer or shown on the plans. For specifications for the remaining backfill operations, see the Trench Backfill Special Provision.
- F. Manufactures recommendations for connection methods and materials necessary to accomplish tight and secure joints shall be strictly followed. This includes HDPE connections or HDPE to reinforced concrete pipe. When a connection occurs between HDPE and RCP, a concrete collar shall be used as shown in Standard Construction Details.
- G. Minimum pipe stiffness at 5% deflection shall be as stated within AASHTO M294 when tested according to ASTM D 2412. The contractor shall provide written certification from the manufacturer that the pipe and related fittings meet the minimum requirements within AASHTO M294. The pipe and fittings may be rejected for failure to meet any of this specification, and may be retested to establish conformity in accordance with the specification.
- H. Payment for HDPE shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, and backfilling. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for HDPE.

59 MECHANICALLY COMPACTED TRENCH BACKFILL SPECIFICATIONS:

- A. After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, ± two percentage points as determined by ASTM D 698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, ± two percentage points as determined by ASTM D 698.
- B. For lines under the proposed roadway and laid prior to new street construction, the backfill shall continue to within two feet (2) of the top of subgrade. At this point the trench shall be widened

a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six inch (6") loose lifts at optimum moisture content, \pm two percentage points, to a density of at least ninety-five percent (95%) of maximum dry density, as determined by ASTM D 698.

- C. The City of Burleson shall be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.
- D. Payment shall be subsidiary to unit prices bid for pipe.

60 FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

- A. FLOWABLE BACKFILL: Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.
 - 1. The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.
- B. MODIFIED FLOWABLE BACKFILL: Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.
 - 1. Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.
- C. The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.
- D. The flowable mixture must be allowed to set prior to the placement of any overlying material.
- E. The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.
- F. Flowable backfill will be allowed for the following:
 - 1. Backfill

- a. Bridge abutments
 - b. Box culverts
 - c. Sewer trenches
 - d. Utility trenches
 - e. Conduit trenches
2. Structural Fill
- a. Road base
 - b. Pipe bedding
 - c. Mud jacking
3. Miscellaneous Uses
- a. Abandoned sewer mains
 - b. Soil erosion
 - c. Slope stabilization
 - d. Abandoned tank fill

61 CONCRETE:

- A. Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.
1. Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.
 2. The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").
 3. Air entrainment (5 %, ± 1.5%) is required for all exposed concrete.
 4. Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to NCTCOG Specification Item 303.2.3.
 5. Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.
 6. Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

7. All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:
 - a. FORM CURING: Forms left in place in contact with the concrete.
 - b. WATER CURING: Water curing using wet mats, water spray or ponding.
 - c. MEMBRANE CURING: Compound may be used.
- B. All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days.

62 REINFORCED CONCRETE BOX CULVERT:

- A. Although the PROPOSAL has indicated an item for reinforced box culverts to be paid for by the cubic yard, the Contractor may install an approved precast reinforced box culvert. Cast in place box culvert shall be constructed in accordance with TxDOT Item 462. The precast section shall be designed in accordance with NCTCOG 501.6.2. If multiple precast box sections are used, the void space between culvert walls shall be backfilled using flowable fill of at least 600 psi concrete. Flowable fill will not be paid for directly, but will be considered subsidiary to other items of construction.
- B. Measurement for payment shall be by the cubic yard of box culvert, complete in place including reinforcing steel. If precast box sections are used, the actual volume of concrete in the precast section will not be used for measurement. The cubic yards shall be calculated using the length measured between the ends of the culvert barrel along the central axis as installed or constructed. The cubic yards will then be converted from linear feet to cubic yards using the conversion charts shown on the Standard Details or on the plans.
- C. See Section 56 REINFORCED CONCRETE PIPE for joint make-up and joint sealer specifications.
- D. Payment shall be for box culvert complete in place. Payment shall be full compensation for furnishing all materials, labor and incidentals and performing all work necessary to complete the work including excavation and backfill.
- E. The box culvert shall be bedded on a minimum of six inches (6") of crushed stone except in rock or in wet conditions where an additional three inches (3") of crushed stone will be added to the standard bedding requirements

63 UNCLASSIFIED CHANNEL EXCAVATION:

- A. Channel excavation shall be in accordance with NCTCOG Specifications. Any fill required bringing the channel to the required lines, grades and cross-sections will be subsidiary to this pay item.
- B. If the channel is to be lined with concrete, the sides and bottom of the channel shall be kept at the existing moisture level after excavation and prior to placement of concrete. Moisture level shall be maintained by manual watering or other approved method. Cost of maintaining moisture level shall be considered subsidiary.

64 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES:

- A. Manholes and inlets shall be constructed to the size and location shown on the plans. Construction shall be in accordance with Item 465, "Manhole and Inlets" of the 2004 Texas Department of Transportation Specifications except as noted on the plans or in these Special Provisions. Payment shall be made for the manholes, inlets, and other drainage structures complete in place at the unit price bid in the PROPOSAL. The payment shall include all work and materials necessary to complete the structure, including excavation and backfill. No additional pay will be made for manhole ring and lid, or grade rings. No precast manholes or inlets will be allowed unless approved by the engineer prior to construction.

65 CURB INLET:

- A. The unit price bid for curb inlets shall include all structural excavation, Class "A" Concrete, reinforcing steel, manhole rings and covers, transition curb and gutter as shown, and backfilling. Provided neat lines can be cut in the soil, outside forms will not be required from the bottom to the construction joint. All inlets will be backfilled by mechanically tamping native material in layers not exceeding six inches (6") in compacted thickness to at least ninety-five percent (95%) of Standard Proctor density (ASTM D 698).
- B. Inlet tops shall not be cast until pavement is complete. Manhole lids shall be tack welded in place with three to four equally spaced one-inch welds.

66 BACKFILL & BACKFILL MATERIAL:

- A. Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.
- B. Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for

backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price bid for the permanent improvements.

- C. Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to within four inches (4") of proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11A-63 "Topsoil."

67 TOPSOIL:

- A. A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.
- B. The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.
- C. The City of Burleson retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.
- D. The soil texture shall be classified as loam or sandy loam according to the following criteria:

	(% Passing)	(% Passing)
	<u>Loam</u>	<u>Sandy Loam</u>
Sand (0.074 to 4.76 mm diameter)	25-50%	45-85%
Silt (0.002 to 0.074 mm diameter)	30-50%	Less than 50%
Clay (Smaller than 0.002 mm) (Hydrometer analysis)	5-25%	Less than 20%

Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

68 5" REINFORCED CONCRETE RIPRAP:

- A. Concrete riprap shall be used, at the direction of the engineer, for slope protection as needed, typically greater than 3:1. This work shall be paid for at the price bid per square yard, which

price shall include all excavation, slope grading and shaping, concrete, and reinforcing steel, necessary for completion of this item. Reinforcing steel shall be #3 bars on eighteen inch (18") centers both ways.

69 HYDRO-MULCH SEEDING:

- A. **DESCRIPTION:** This item shall consist of preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated by the engineer.
- B. **MATERIALS:** The type seed used shall be in accordance with NCTCOG Specification, Section 202.6, and approved by the engineer. All seed must carry a Texas Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the engineer. Grass seed shall equal or exceed 95% purity and 90% germination.
- C. **PLANTING SEASON:** Planting of hulled bermuda grass seed shall be done between the months of April through September. The density of seeds planted shall be 80 pounds per acre. A blend of 30 pounds Rye grass and 40 pounds unhulled bermuda may be used between the months of September through April.
- D. **CONSTRUCTION METHODS:** The designated areas shall be raked, leveled and fine graded as necessary to provide a smooth uniform grade, free of ruts, depressions, humps and objectionable soil clods, prior to seeding. The area shall also be free of weeds, rubbish, and building materials. Any low areas shall also be filled to prevent ponding. All particles in the seed bed shall be reduced to less than one inch (1") in diameter or they shall be removed. The area to be seeded shall be loosened or disked prior to placement of seed in areas that appear to be overly compacted or to destroy existing vegetation, at the direction of the engineer or authorized representative. The cost of any chemical treatment to the soil in order to establish a uniform stand of grass will be subsidiary to "Hydro-mulch Seeding." Seeding of the type specified shall be performed in accordance with the requirements in NCTCOG Specification 202.6 except as hereinafter described:
 - 1. **Watering:** The seeded areas shall be watered as necessary to establish grass as described in Establishment and Acceptance of Seeding.
 - 2. **Hydro-Mulch Seeding:** In accordance with COG Specification 202.6.4.4 alternate methods for placement of seed may be used if approved by the engineer.

- E. **MEASUREMENT:** Work and acceptable material for "Hydro-mulch Seeding" will be measured by the unit bid, complete in place.
- F. **PAYMENT:** The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding" which price shall be full compensation for furnishing all materials and for performing all operations necessary to complete the work, including fertilizer. Once a "uniform stand of grass" is provided, the City will provide payment for the seeding. See definition of "uniform stand of grass" below.
- G. **ESTABLISHMENT AND ACCEPTANCE OF SEEDING:** Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City of Burleson may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of grass.
1. **Uniform Stand of Grass:** A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred-fifty (150) growing plants per square foot seeded (approximately 75% of disturbed area covered). Growing plants shall be defined as healthy grass plants of two blades or more at least two inches (2") tall.
- H. **POST-PLANTING MAINTENANCE:** Maintenance shall begin immediately after each portion of grass area is planted. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting. All planted areas will be protected and maintained by watering, weed control, mowing, and replanting as necessary for at least thirty (30) days after initial planting and for as much longer as necessary to establish a uniform stand with complete coverage of the specified grass.
- I. **FERTILIZER:** (Subsidiary to Seeding Item)
1. **Description:** This item shall consist of providing and distributing fertilizer over the seeded areas.
 2. **Materials:** Shall be in accordance with NCTCOG Specification 202.4.1 and Special Provisions, Landscaping Specifications, Section 14.5.C.
 3. **Construction Methods:** The fertilizer shall be pelleted or granular fertilizer and shall be applied uniformly over the entire area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the engineer.

- J. Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of seeding.

70 SODDING:

- A. Grass sod shall be provided along disturbed areas of the parkways at the completion of construction and clean-up operations. Sodding is specified to be provided for but not limited to street reconstruction which includes new curb and gutter, adjacent to sidewalk construction, and along graded drainage swales. Sod limits shall be to a maximum of five feet behind the new curbs. The City of Burleson shall approve sod types with the intent of matching existing grass cover in the individual yards. Sod pallets shall be inspected before unloading to ensure quality and physical appearance of sod. If the individual sod patches display less than 75% dark green in color, it shall not be used. Sod should not be laid during the dormant time of year or during the peak of summer. THE General contractor will be responsible for the initial growth and establishment. Payment for sodding shall include the cost of leveling disturbed areas, topsoil, fertilizer and water. No separate payment will be made for topsoil, fertilizer and watering. Buffalo grass sod shall be used on all medians unless otherwise specified in the plans.

71 SLOPE EROSION CONTROL:

- A. Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty (130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:
 - 1. Length- approximately seventy-five (75) yards.
 - 2. Width - forty-eight (48") inches (\pm one inch).
 - 3. 0.78 warp ends per width of cloth.
 - 4. Forty-one (41) weft ends per yard.
 - 5. Weight of cloth - 1.22 pounds per linear yard (\pm 5%).
- B. Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.
- C. To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe through the paper core of the roll with a rope on each

end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

- D. Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.
- E. The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.
- F. Heavy jute netting will be paid for at the unit price bid per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work.

72 STEEL GUARD RAIL:

- A. For this project, the steel guard rail shall be "Galvanized Steel Beam Guard Fence" conforming to the details shown on the plans and to the requirements of Item 560, "Metal Beam Guard Fence," of the Standard Specifications for Construction of Highways, Street, and Bridges, as adopted by the Texas Department of Transportation in 2004.

73 CLEANUP:

- A. It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and

gutter and sidewalk shall be backfilled as soon as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract.

74 FINAL INSPECTION:

- A. The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

75 TOWING OF VEHICLES:

- A. The Contractor shall follow applicable City of Burleson Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction.

76 TRAFFIC SIGNAL CONDUIT:

- A. MATERIAL: All plastic conduit shall be schedule 40, rigid, high impact polyvinylchloride, conforming to Federal Specification W-C-1094 and Underwriters' Laboratories, Inc., Standard UL=651.
- B. CONSTRUCTION METHODS: Prior to the installation of conduit, the City of Burleson shall be notified so that a representative may be present to inspect the installation of the conduit. Failure to contact the City of Burleson shall constitute grounds for rejecting conduit which has been installed without the presence of a representative of the City of Burleson.
 - 1. All conduit shall be placed in accordance with line and grade, details and dimensions as shown on the plans, or as directed by the engineer. All ends of pipe shall be reamed to remove burrs. All splicing of conduit shall be done by using standard couplings manufactured for this purpose. All bare ends of conduit for future connections by others shall be capped with standard conduit caps. The location of ends of all conduit for future electric circuits in structures shall be marked by a "Y" at least three inches (3") high, cut into the face of curb, gutter or wall directly above the conduit.
 - 2. All conduit shall be placed a minimum of six inches (6") below the bottom of the pavement base, ten inches (10") for non-metallic conduit and in no case shall be of a greater depth than thirty inches (30") measured from the top of curb. Installation under existing pavements may be accomplished by jacking, tunneling, or drilling. Conduit shall extend six inches (6") behind back of curb unless otherwise called for on the plans.

3. Conduit in medians shall be placed in the median at a depth of eighteen inches (18") to thirty inches (30") as shown on the plans. Where pull boxes or junction boxes are required in medians which are to be surfaced, they shall be installed by the Contractor at the location and grade as shown on the plans or as directed by the engineer.
 4. All necessary fittings for proper installation of conduit in the pull-box shall be furnished and installed by the Contractor. Where it is required that pull-boxes be installed, the conduit shall be fitted with standard ninety degree (90°) ell fittings to enter the pull-box from the bottom. A nipple shall be attached to the ell of sufficient length so that the distance from the top of the pull-box to the end of the nipple shall be eight inches (8").
 5. A No. 9 galvanized pull wire shall be placed in all conduit; and prior to the placement of paving, the wire shall be moved back and forth to ensure that the conduit is free from obstructions. Before final acceptance of the conduit work, this method of checking shall again be incorporated to ensure that the paving operations have not rendered the conduit useless. It shall be the Contractor's responsibility to remove and replace all damaged conduit at his own expense.
 6. All plastic conduit shall have factory bends.
 7. Conduit locations shown on the plans are for bidding purposes only and may be changed with permission of the City of Burleson to avoid underground obstacles. The Contractor shall furnish and install conduit to an electrical service point to be determined by the City of Burleson prior to the beginning of construction.
- C. **MEASUREMENT AND PAYMENT:** Conduit of the size specified on the plans shall be measured by the linear foot along the main line of conduit. Fittings shall not be measured directly but shall be considered subsidiary to this item.
1. Conduit, as measured in this item, shall be paid for at the unit price bid for "conduit" of the size specified, which prices shall be full compensation for furnishing and installing all conduit, for all excavation, for all gravel backfill, for furnishing and installing all fittings, for furnishing and installing pull-boxes, and for all labor, materials, tools, equipment, and incidentals necessary to complete the work.

77 SPRINKLER RELOCATIONS:

- A. Sprinkler relocations may be required on this project. Prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall:
 - (1) determine if the system functions properly, (2) identify the layout of the system and, (3)

document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices bid for other items.

- B. If the Contractor is responsible for actual irrigation relocations, a dollar amount will be included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the City of Burleson of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if possible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

78 PROJECT SIGNS:

- A. The Contractor on this project shall provide and erect up to two (2) project signs as required.
- B. Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.
- C. Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.
- D. A City of Burleson logo shall be incorporated into each project sign at the left end of the plywood signboard as indicated on the enclosed sample drawing.
- E. Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project.

79 SIGNS FOR BUSINESSES:

- A. Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs.

80 USE OF CITY PARKS:

- A. The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the Contractor may be withheld until the damage is repaired and/or payment for the damages has been made.

81 STORM WATER MANAGEMENT (CONTRACTOR PROVIDE)

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.

2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
 3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
 4. Information on endangered species and critical habitat.
 5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including

storage practices to minimize exposure of the materials to storm water, spill prevention and response.

- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.
- E. Payment shall be a lump sum bid item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for storm water pollution protection at completion of the project when called to do so by the engineer or representative.
- F. The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days. In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

82 FINAL QUANTITIES:

- A. The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends re-measuring any portion of the project.

83 PUBLIC MEETING:

- A. Prior to start of construction, a public meeting may be held for this project. The purpose of the meeting will be to explain the project to affected citizens and answer questions. A representative of the Contractor, knowledgeable of the project, shall attend the public meeting. The representative will be introduced and will be called on as necessary to assist in answering questions.

84 PRE-CONSTRUCTION MEETING:

- A. A Pre-Construction Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between the City of Burleson representatives and the Contractor's representatives

who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. It is the City of Burleson's hope that this meeting promotes a partnership between the Contractor and the City that lasts throughout this project, making the project more pleasant for the Contractor, the City of Burleson, and the affected property owners/occupants.

85 CONSTRUCTION MEETING:

- A. Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. The engineer will schedule the time and location, and determine the frequency of these meetings.

86 TEMPORARY STREET REPAIR FOR STORM DRAIN:

- A. A temporary driving surface shall be required on all street cut openings. It shall be composed of permanent type paving material, specifically excluding gravel or flexbase as the surface material, unless approved by the engineer. Four (4) inches of flexible base shall be placed to a level 2-inches below the existing surface. A 2-inch hot mix asphaltic concrete (Type D) surface shall then be placed by the Contractor as soon as possible after completing the backfill, but always within 5 working days after completion of the work involving the cut. Any temporary surface that fails to provide an acceptable driving surface shall be removed and replaced at the Contractor's expense, as directed by the engineer. Payment for this item is considered subsidiary to other bid items and shall not be a separate bid item.

87 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

- A. The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements.

88 RESTORATION OF EXISTING PAVED SURFACES:

- A. The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by the engineer. Restoration of paved surfaces shall be of asphalt, unless otherwise

approved by the engineer. Should the Contractor be notified by the City of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for the City to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary to the various bid items on this contract.

89 REPLACEMENT/ RELOCATION OF FENCES:

- A. The Contractor shall be responsible for damages involved with existing fences that may be within the limits of construction as outlined in the plans and the Contract Documents and payment shall be considered subsidiary to items within the PROPOSAL. If it is necessary to replace or relocate a fence as part of the Contract, compensation for this work item shall be paid by the City to the Contractor as a lump sum price. The price shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to complete this work to the limits shown including the removal of existing fence, erection and installation of all new and existing fencing material, and cost for such new materials as required to complete the item to its original condition or better. No additional payment will be due to the Contractor for this item of work and Contractor shall verify for himself the amount of fence to be removed and replaced as shown on the plans and in accordance with this specification prior to preparing a bid price. Non partial payment for this work will be made. Contractor will be paid in full upon successful completion of this item and approval by the City.

90 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK):

- A. This provision shall cover all the labor and materials necessary to temporary relocate mailboxes indicated on the plans and within the Contract Documents. Contractor shall be responsible for repair or replacement in the event of damage during the movements and return of the mailboxes to their original condition or better. The Contractor will restore the ground and surface area disturbed during relocation of the mailboxes back to original condition or better after returning the mailboxes to their original locations. Concrete bases for posts or foundations of minimum 2000 psi strength shall be provided to support the mailboxes. Mailboxes shall be positioned per the attached specifications provided by the United States Postal Service. Compensation for this work shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to fulfill the requirements of the plans and specifications. No partial payments shall be made. Contractor will be paid in full upon successful completion of this item and approval by the City.

PAVING AND STORM DRAIN CONSTRUCTION PLANS

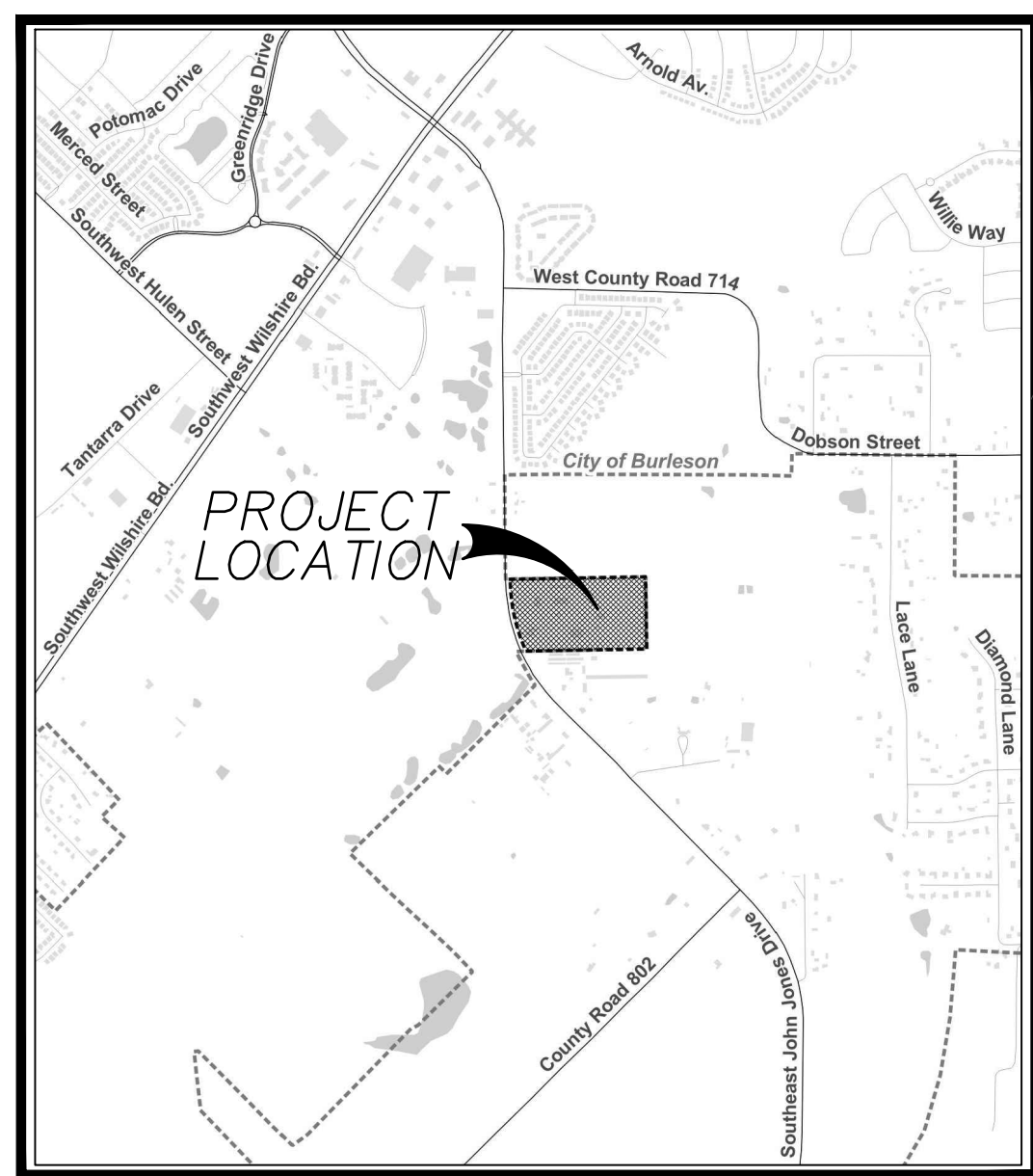
for

BURLESON SERVICE CENTER

BURLESON, TEXAS

OWNER/DEVELOPER:

CITY OF BURLESON
PUBLIC WORKS DEPARTMENT
725 SE JOHN JONES DRIVE
BURLESON, TEXAS 76028
EMAIL: ethompson@burlesontx.com
CONTACT: ERRICK THOMPSON, DIRECTOR



VICINITY MAP
NO SCALE

<u>Sheet List Table</u>	
<u>Sheet Number</u>	<u>Sheet Title</u>
C0.0	COVER SHEET
C1.0	GENERAL NOTES
C2.0	DEMOLITION PLAN
C3.0	SITE AND PAVING PLAN
C3.1	ADA ACCESS PLAN
C4.0	DIMENSION CONTROL PLAN
C5.0	GRADING PLAN
C6.0	PRE DEVELOPMENT DRAINAGE AREA MAP
C6.1	POST DEVELOPMENT DRAINAGE AREA MAP
C6.2	DRAINAGE CALCULATIONS
C7.0	STORM PLAN
C8.0	PAVING DETAILS
C8.1	DRAINAGE DETAILS
C8.2	DRAINAGE DETAILS

PREPARED BY:

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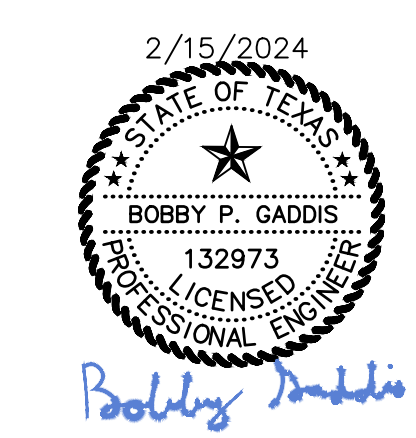
CONTACT: BOBBY GADDIS, P.E.

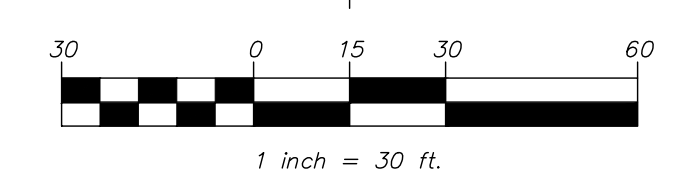
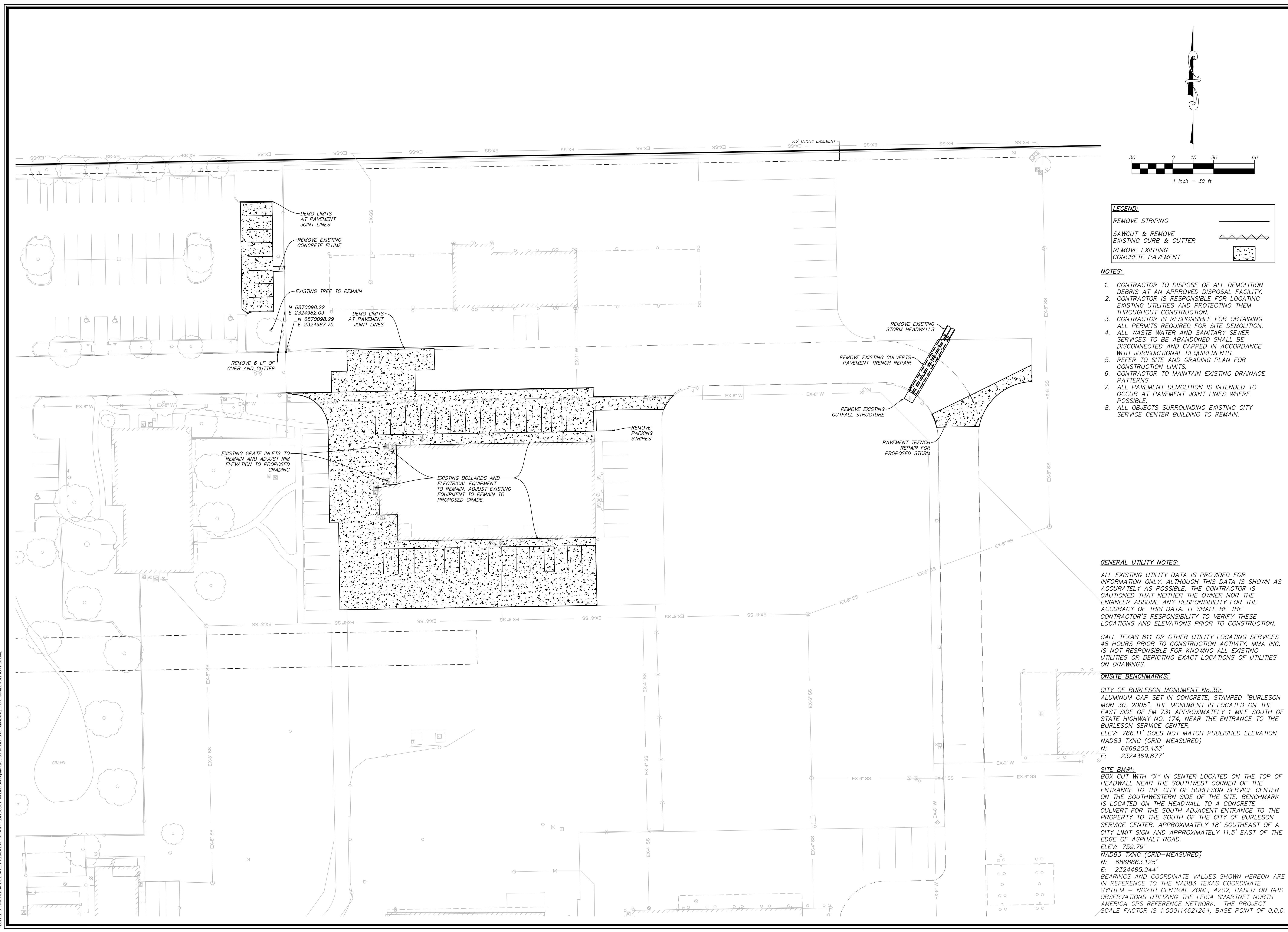
ONSITE BENCHMARKS:

CITY OF BURLESON MONUMENT No.30:
ALUMINUM CAP SET IN CONCRETE, STAMPED "BURLESON MON 30, 2005". THE MONUMENT IS LOCATED ON THE EAST SIDE OF FM 731 APPROXIMATELY 1 MILE SOUTH OF STATE HIGHWAY NO. 174, NEAR THE ENTRANCE TO THE BURLESON SERVICE CENTER.
ELEV: 766.11' DOES NOT MATCH PUBLISHED ELEVATION
NAD83 TXNC (GRID-MEASURED)
N: 6869200.433'
E: 2324369.877'

SITE BM#1:
BOX CUT WITH "X" IN CENTER LOCATED ON THE TOP OF HEADWALL NEAR THE SOUTHWEST CORNER OF THE ENTRANCE TO THE CITY OF BURLESON SERVICE CENTER ON THE SOUTHWESTERN SIDE OF THE SITE. BENCHMARK IS LOCATED ON THE HEADWALL TO A CONCRETE CULVERT FOR THE SOUTH ADJACENT ENTRANCE TO THE PROPERTY TO THE SOUTH OF THE CITY OF BURLESON SERVICE CENTER. APPROXIMATELY 18' SOUTHEAST OF A CITY LIMIT SIGN AND APPROXIMATELY 11.5' EAST OF THE EDGE OF ASPHALT ROAD.
ELEV: 759.79'
NAD83 TXNC (GRID-MEASURED)
N: 6868663.125'
E: 2324485.944'

BEARINGS AND COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD83 TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA SMARTNET NORTH AMERICA GPS REFERENCE NETWORK. THE PROJECT SCALE FACTOR IS 1.000114621264, BASE POINT OF 0,0,0.





LEGEND:

REMOVE STRIPING	
SAWCUT & REMOVE EXISTING CURB & GUTTER	
REMOVE EXISTING CONCRETE PAVEMENT	

- NOTES:**
- CONTRACTOR TO DISPOSE OF ALL DEMOLITION DEBRIS AT AN APPROVED DISPOSAL FACILITY.
 - CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND PROTECTING THEM THROUGHOUT CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR SITE DEMOLITION.
 - ALL WASTE WATER AND SANITARY SEWER SERVICES TO BE ABANDONED SHALL BE DISCONNECTED AND CAPPED IN ACCORDANCE WITH JURISDICTIONAL REQUIREMENTS.
 - REFER TO SITE AND GRADING PLAN FOR CONSTRUCTION LIMITS.
 - CONTRACTOR TO MAINTAIN EXISTING DRAINAGE PATTERNS.
 - ALL PAVEMENT DEMOLITION IS INTENDED TO OCCUR AT PAVEMENT JOINT LINES WHERE POSSIBLE.
 - ALL OBJECTS SURROUNDING EXISTING CITY SERVICE CENTER BUILDING TO REMAIN.

GENERAL UTILITY NOTES:

ALL EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT NEITHER THE OWNER NOR THE ENGINEER ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

CALL TEXAS 811 OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. MMA INC. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICTING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.

ONSITE BENCHMARKS:

CITY OF BURLESON MONUMENT No. 30:
 ALUMINUM CAP SET IN CONCRETE, STAMPED "BURLESON MON 30, 2005" THE MONUMENT IS LOCATED ON THE EAST SIDE OF FM 731 APPROXIMATELY 1 MILE SOUTH OF STATE HIGHWAY NO. 174, NEAR THE ENTRANCE TO THE BURLESON SERVICE CENTER.
 ELEV: 766.11' DOES NOT MATCH PUBLISHED ELEVATION NAD83 TXNC (GRID-MEASURED)
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BURLESON SERVICE CENTER BURLESON, TEXAS DEMOLITION PLAN

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 civil engineering surveying landscape architecture planning
 tlpels registration number: 1 - 2759
 tlpels registration/license number: 10088000
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 fax: 817-274-8757
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2/15/2024

 BOBBY P. GADDIS
 132973
 LICENSED PROFESSIONAL ENGINEER
 State of Texas

PROJECT NUMBER:	3726-00-01
PROJECT MANAGER:	B. GADDIS
DRAWN BY:	I. HERNANDEZ
CHECKED BY:	B. GADDIS
ISSUE DATE:	02/15/2024

REV.	DATE	DESCRIP.	BY

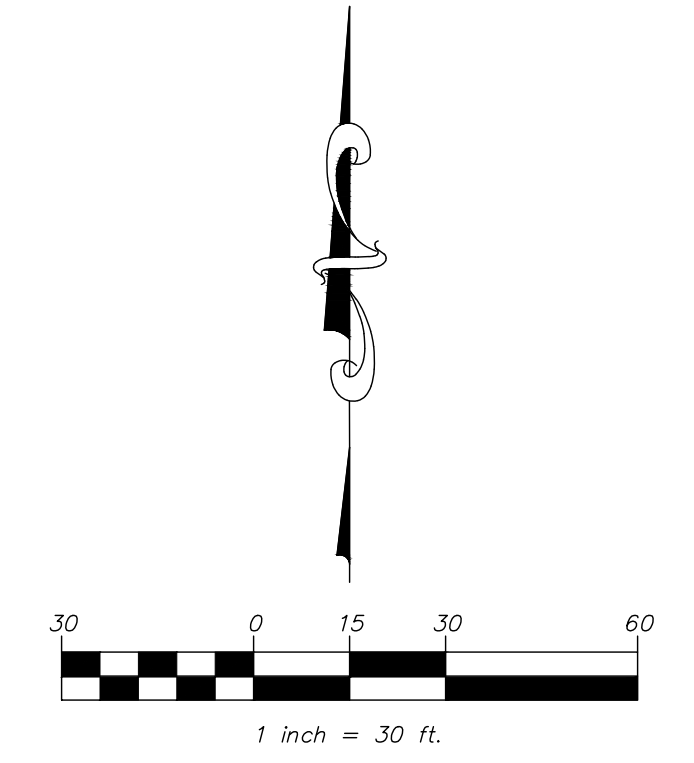
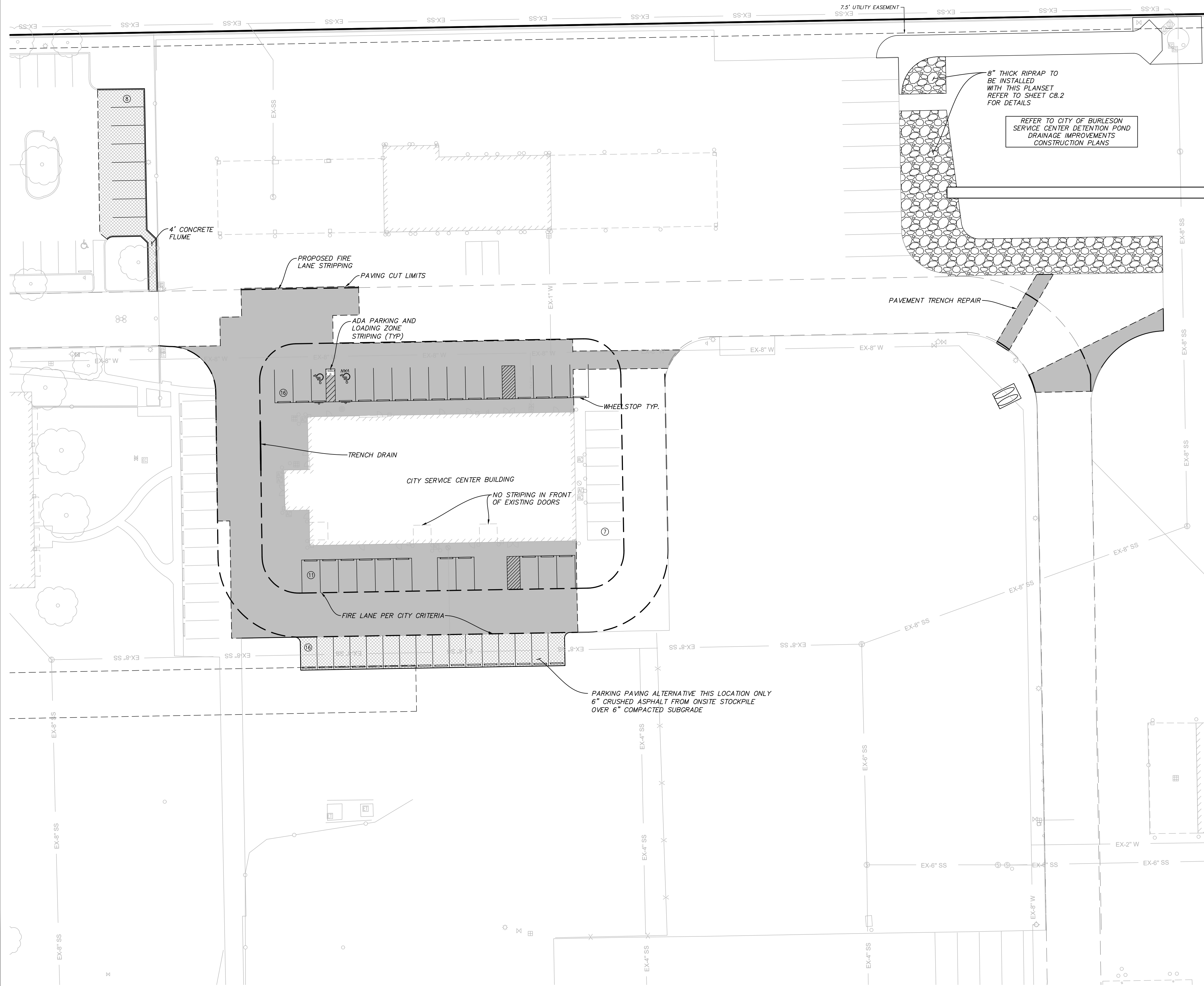
2/15/24 ISSUE FOR CONSTRUCTION

SHEET CONTENT:
DEMOLITION PLAN

SHEET NO:
C2.0

PLOTTED BY: IHS HERNANDEZ, DATE: 2/15/2024, 2:41 PM, PATH: P:\24\06\02\2024 Land Development\2024 Construction Documents\Burleson Service Center\DEMOLITION PLAN.dwg

PLOTTED BY: IHS HERNANDEZ DATE: 2/15/2024 1:41 PM PATH: P:\27460-00\270 Land Development\30 Construction Documents\Drawings\Site and Paving\BldgPlan.dwg



LEGEND:

ACCESSIBLE PARKING SPACE	
SIGN	
WHEEL STOP	
EXISTING SANITARY SEWER	EX-SS
EXISTING SEWER MANHOLE	
EXISTING WATER LINE	EX-W
EXISTING WATER VALVE	
EXISTING FIRE HYDRANT	
PARKING COUNT	
4" - 3000 PSI CONCRETE SIDEWALK WITH #4 BARS @ 24" O.C.E.W. OVER 6" COMPACTED SUBGRADE TO 95% STANDARD PROCTOR DENSITY AT A MOISTURE CONTENT OF OPTIMUM MOISTURE UP TO 0% TO +4%	
5" - 3600 PSI CONCRETE PAVEMENT WITH #4 BARS @ 24" O.C.E.W. OVER 6" STABILIZED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY AT A MOISTURE CONTENT OF OPTIMUM MOISTURE UP TO 0% TO +4%	
6" - 3600 PSI CONCRETE PAVEMENT WITH #4 BARS @ 24" O.C.E.W. OVER 6" STABILIZED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY AT A MOISTURE CONTENT OF OPTIMUM MOISTURE UP TO 0% TO +4%	
FIRE LANE (PER CITY OF BURLESON)	
PAVING CUT LIMITS	

CONSTRUCTION JOINT NOTES:

DUMMY JOINTS SHALL BE ONE OF THE FOLLOWING METHODS: SAWED, HAND-FORMED OR FORMED BY PREMOULDED FILLER. JOINT DEPTH SHOULD BE EQUAL TO ONE-FOURTH (1/4) OF THE SLAB THICKNESS. HAND FORMED JOINTS SHOULD HAVE A MAXIMUM EDGE RADIUS OF ONE-FOURTH (1/4) INCH. SAWING OF JOINTS SHOULD BEGIN AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PERMIT SAWING AND AVOID RAVELING. ALL JOINTS SHOULD BE COMPLETED BEFORE UNCONTROLLED SHRINKAGE CRACKING OCCURS. JOINTS SHALL BE CONTINUOUS ACROSS THE SLAB UNLESS INTERRUPTED BY FULL-DEPTH PREMOULDED JOINT FILLER AND EXTENDED COMPLETELY THROUGH THE CURB. ALL JOINT OPENINGS SHALL BE CLEANED AND SEALED BEFORE OPENING PAVED AREA TO TRAFFIC.

- PAVING NOTES:**
1. THE PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADJUSTMENT OF WATER AND SANITARY SEWER APPURTENANCES IN ACCORDANCE WITH THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF BURLESON.
 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY CONSTRUCTION. NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
 3. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED.
 4. CONCRETE SURFACE FINISHING SHALL BE SKID RESISTANT, A WHITE PIGMENTED LIQUID CURING COMPOUND SHALL BE UNIFORMLY SPRAYED ON THE CONCRETE IMMEDIATELY AFTER THE FINISHED OPERATION.
 5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A TRAFFIC CONTROL PLAN FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
 6. CONTRACTOR SHALL PROVIDE ALL SAFETY DEVICES FOR THE PROTECTION OF THE PUBLIC.
 7. CONCRETE PAVEMENT AND STRUCTURES SHALL BE BACKFILLED AS SOON AS POSSIBLE AFTER FORMS ARE REMOVED.
 8. CONTRACTOR RESPONSIBLE FOR IRRIGATION AND FRANCHISE UTILITY SLEEVING. REFERENCE IRRIGATION PLAN FOR IRRIGATION SLEEVING DETAILS.
 9. CONTRACTOR TO PROVIDE JOINTING PLAN FOR REVIEW & APPROVAL BY ENGINEER.
 10. CONTRACTOR IS RESPONSIBLE FOR ENSURING GRADES ON ALL WALKS DO NOT EXCEED 2% CROSS SLOPE AND 5% LONGITUDINAL SLOPE. ADJUST GRADES AS NECESSARY.

- NOTES:**
1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF BURLESON STANDARDS AND SPECIFICATIONS, AND TO THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG).
 2. TYPICAL PARKING STALL IS 18' LONG X 9' WIDE.
 3. PARKING STALL LINE SHALL BE A 4" SOLID WHITE STRIPE.
 4. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 5. ALL CURB RADII ARE 3' UNLESS OTHERWISE NOTED.
 6. ALL CURBS TO BE 6" HIGH UNLESS OTHERWISE NOTED.
 7. REFER TO SHEET C1.0 FOR GENERAL NOTES.
 8. REFER TO SHEET C8.0 FOR PAVING DETAILS.
 9. REFER TO SHEET C4.0 FOR ALL SITE DIMENSIONS.
 10. REFER TO ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS.
 11. REFER TO ARCHITECTURE PLANS FOR ALL FENCING AND GATE SPECIFICATIONS.
 12. FIRE LANES SHALL BE PROPERLY MARKED WITH A SIX INCH RED STRIPE WITH FOUR INCH WHITE LETTERS STATING "FIRE LANE NO PARKING" EVERY TWENTY-FIVE FEET ALONG THE ENTIRE LENGTH OF THE FIRE LANE. FIRE LANE MARKINGS SHALL BE ON THE VERTICAL SURFACE OF THE CURB WHEN A CURB IS PRESENT.
 13. FIRE LANE ACCESS MUST BE COMPLETE AND FIRE HYDRANTS MUST BE APPROVED BY THE FIRE DEPARTMENT AND MUST BE IN-SERVICE PRIOR TO CONSTRUCTION PROGRESSING ABOVE FOUNDATION. REFER TO PHOTOMETRIC PLAN FOR LIGHTING TYPE AND INTENSITY INFORMATION.
 14. ALL UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL, GAS, AND TELEPHONE SHALL BE PLACED UNDERGROUND.

TOTAL PARKING=50
ADA SPACES=2 WITH 1 VAN

GENERAL UTILITY NOTES:

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ONSITE BENCHMARKS:

CITY OF BURLESON MONUMENT No. 30:
ALUMINUM CAP SET IN CONCRETE, STAMPED "BURLESON MON 30, 2005". THE MONUMENT IS LOCATED ON THE EAST SIDE OF FM 731 APPROXIMATELY 1 MILE SOUTH OF STATE HIGHWAY NO. 174, NEAR THE ENTRANCE TO THE BURLESON SERVICE CENTER.
ELEV: 766.11'. DOES NOT MATCH PUBLISHED ELEVATION NAD83 TXNC (GRID-MEASURED)
N: 6869200.433'
E: 2324369.877'

SITE BM#1:
BOX CUT WITH "X" IN CENTER LOCATED ON THE TOP OF HEADWALL NEAR THE SOUTHWEST CORNER OF THE ENTRANCE TO THE CITY OF BURLESON SERVICE CENTER ON THE SOUTHWESTERN SIDE OF THE SITE. BENCHMARK IS LOCATED ON THE HEADWALL TO A CONCRETE CULVERT FOR THE SOUTH ADJACENT ENTRANCE TO THE PROPERTY TO THE SOUTH OF THE CITY OF BURLESON SERVICE CENTER. APPROXIMATELY 18' SOUTHEAST OF A CITY LIMIT SIGN AND APPROXIMATELY 11.5' EAST OF THE EDGE OF ASPHALT ROAD.
ELEV: 759.79'
NAD83 TXNC (GRID-MEASURED)
N: 6868663.125'
E: 2324485.944'

BEARINGS AND COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD83 TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA SMARTNET NORTH AMERICA GPS REFERENCE NETWORK. THE PROJECT SCALE FACTOR IS 1.000114621264, BASE POINT OF 0,0,0.

BURLESON SERVICE CENTER BURLESON, TEXAS SITE AND PAVING PLAN

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civil engineering surveying landscape architecture planning
tpeles registration number: 1 - 2759
tpeles registration/license number: 10088000
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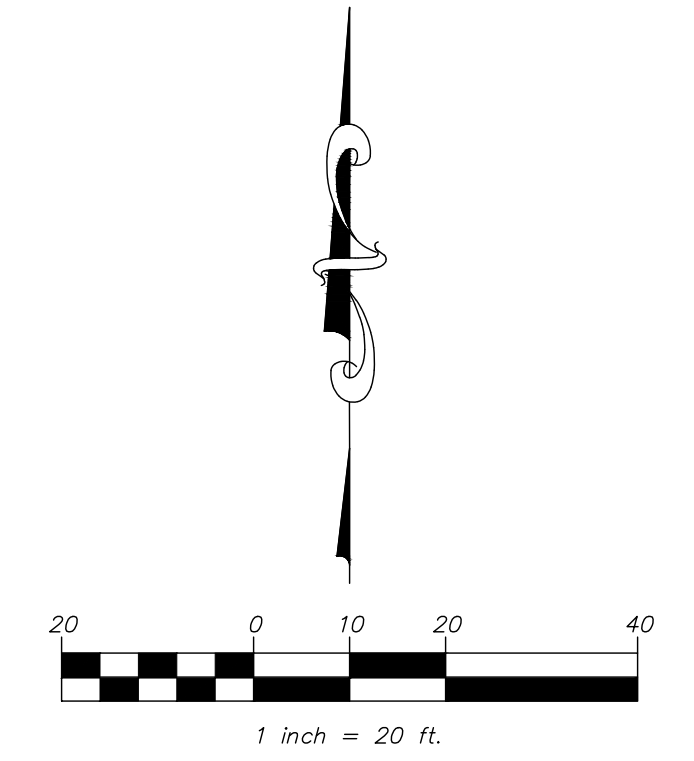
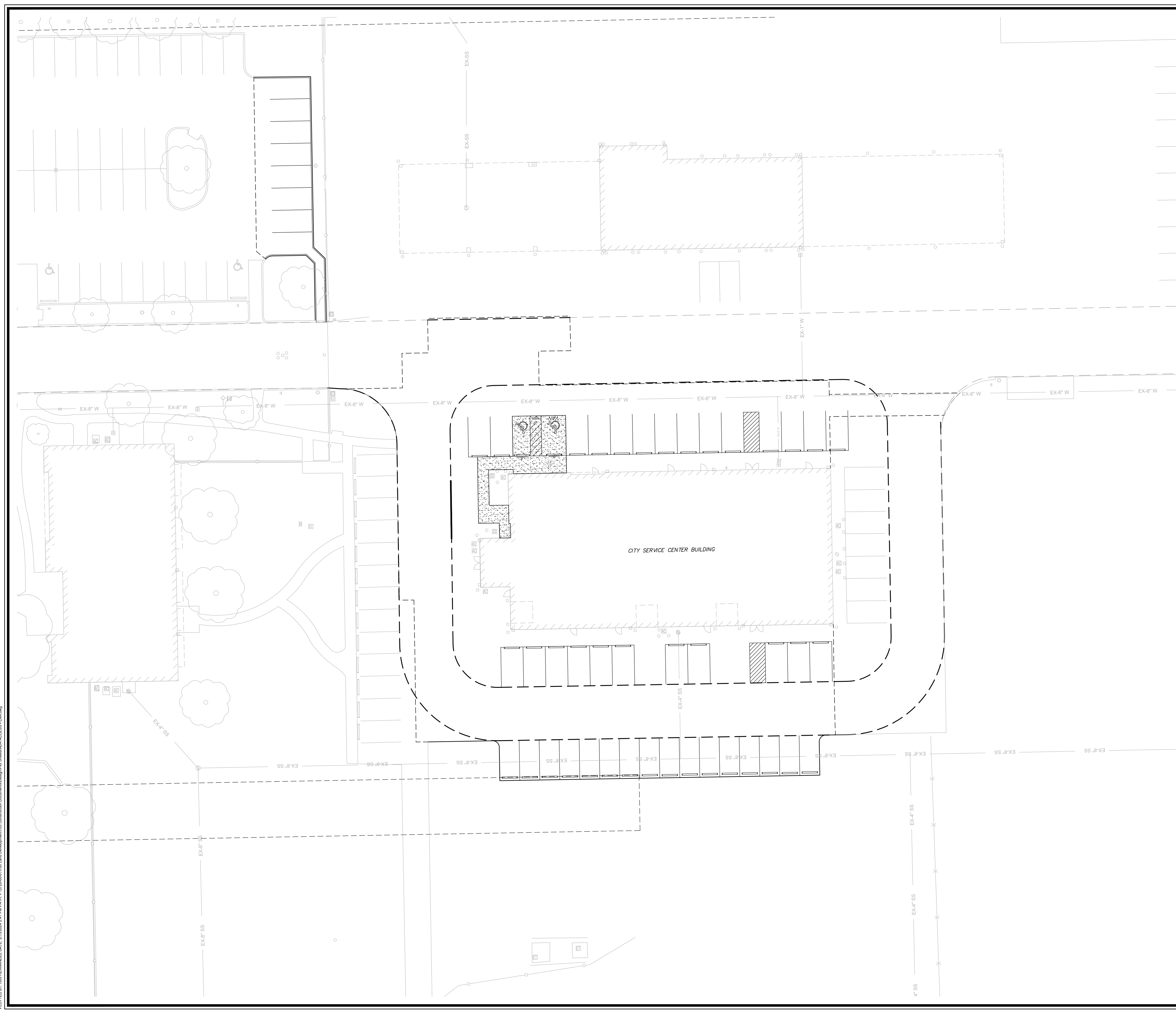
2/15/2024
STATE OF TEXAS
BOBBY P. GADDIS
132973
LICENSED PROFESSIONAL ENGINEER
Bobby P. Gaddis

PROJECT NUMBER:	3726-00-01
PROJECT MANAGER:	B. GADDIS
DRAWN BY:	I. HERNANDEZ
CHECKED BY:	B. GADDIS
ISSUE DATE:	02/15/2024

2/15/24 ISSUE FOR CONSTRUCTION			
REV.	DATE	DESCRIP.	BY

SITE AND PAVING PLAN

SHEET NO:
C3.0
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LEGEND:

FIRE LANE	---
ACCESSIBLE PARKING SPACE	♿
SIGN	○
WHEEL STOP	▬
ACCESSIBLE PATH	▨

- NOTES**
1. CONTRACTOR IS RESPONSIBLE FOR ENSURING GRADES ON ALL WALKS DO NOT EXCEED 2% CROSS SLOPE AND 5% LONGITUDINAL SLOPE. ADJUST GRADES AS NECESSARY.
 2. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED.
 3. RUNNING SLOPE OF A RAMP SHALL BE EQUAL TO OR LESS THAN 1:12. SLOPES GREATER THAN 1:12 SHALL BE RECONSTRUCTED TO COMPLY WITH ADA STANDARDS.
 4. THE INFORMATION SHOWN MEETS THE REQUIREMENTS SHOWN IN THE 2012 TEXAS ACCESSIBILITY STANDARDS (TAS) AND THE 201 ADA STANDARDS FOR ACCESSIBLE DESIGN BY THE DEPARTMENT OF JUSTICE.
 5. CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL PEDESTRIAN WORK MEETS OR EXCEEDS THE CURRENT AMERICAN WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) AND THE TEXAS ACCESSIBILITY STANDARDS (TAS).

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**BURLESON SERVICE CENTER
 BURLESON, TEXAS
 ADA ACCESS PLAN**

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2/15/2024
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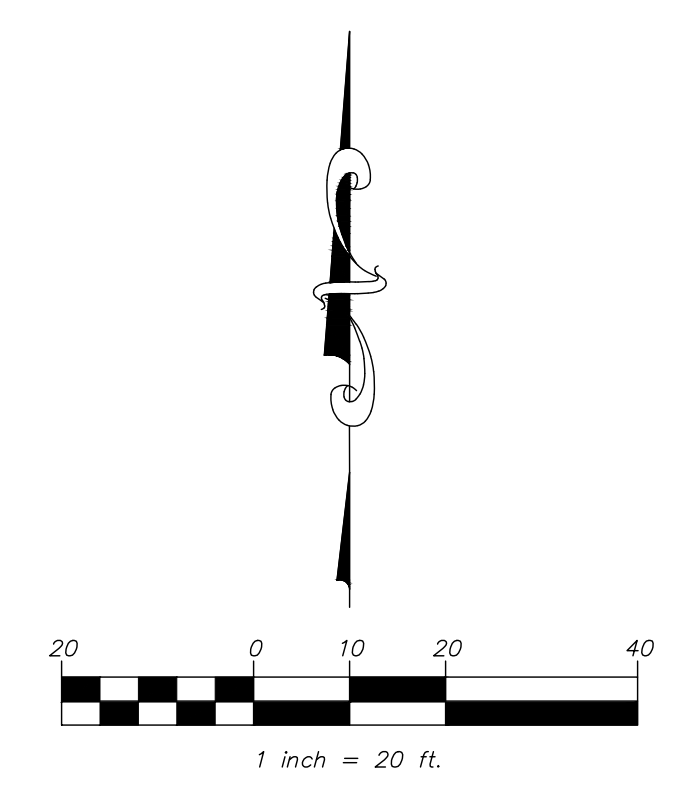
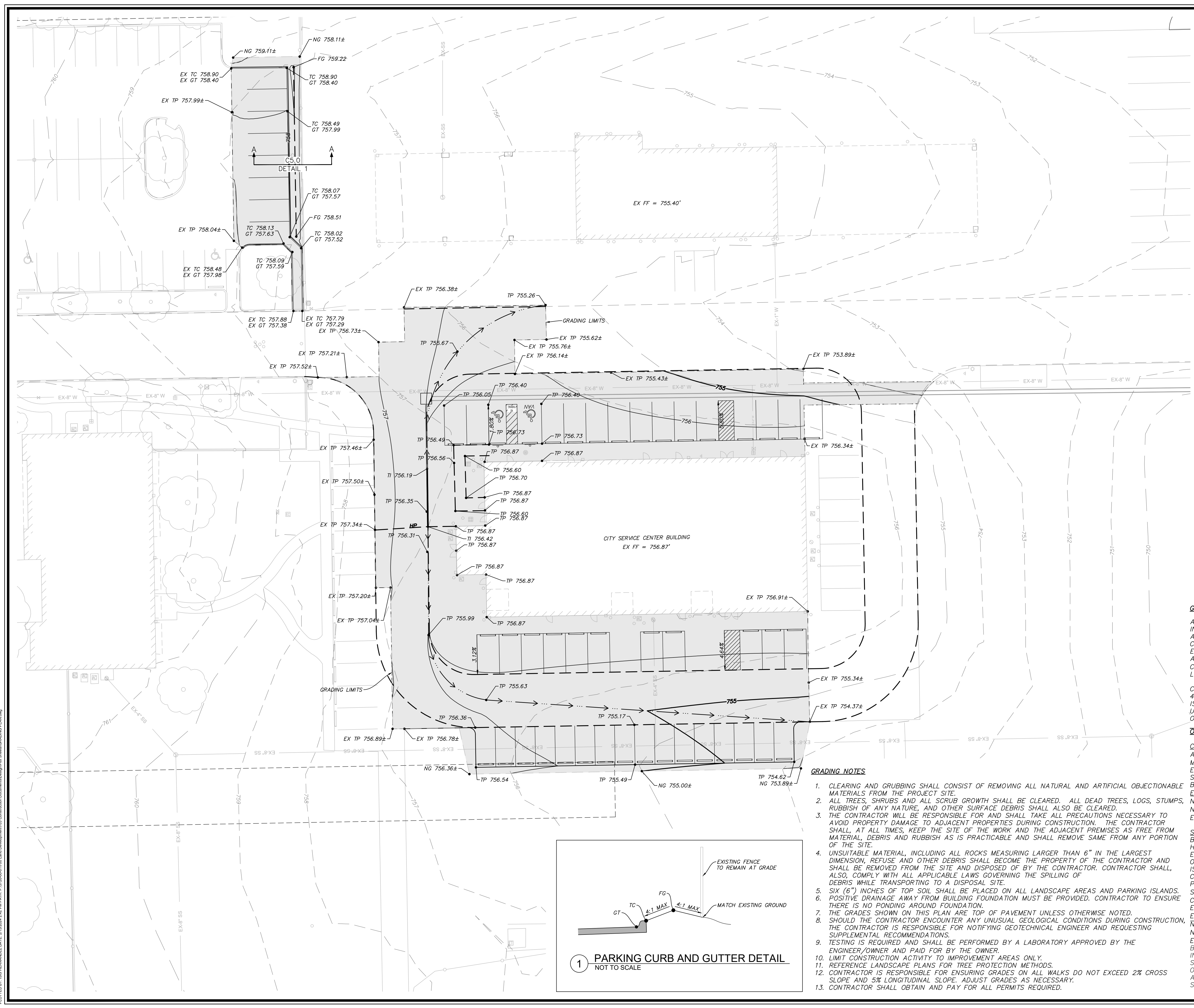
PROJECT NUMBER:	3726-00-01
PROJECT MANAGER:	B. GADDIS
DRAWN BY:	I. HERNANDEZ
CHECKED BY:	B. GADDIS
ISSUE DATE:	02/15/2024

REV.	DATE	DESCRIP.	BY

ADA ACCESS PLAN

SHEET NO:
C3.1
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LEGEND:

EXISTING MAJOR CONTOUR	---640---
EXISTING MINOR CONTOUR	---641---
PROPOSED MINOR CONTOUR	—640—
PROPOSED MAJOR CONTOUR	—641—
FINISHED GRADE	• FG 630.00
FINISHED FLOOR ELEVATION	FF 630.0
MINIMUM FINISHED FLOOR	MFF 630.0
PROPOSED TOP OF PAVEMENT	• TP 630.00
PROPOSED TOP OF CURB	• TC 630.00
PROPOSED GUTTER	• GT 630.00
PROPOSED TOP OF WALL	• TW 630.00
PROPOSED BOTTOM OF WALL	• BW 630.00
MATCH EXISTING	• EX 630.00±
PROPOSED RETAINING WALL	— — — — —
DISTURBANCE LIMITS	▭

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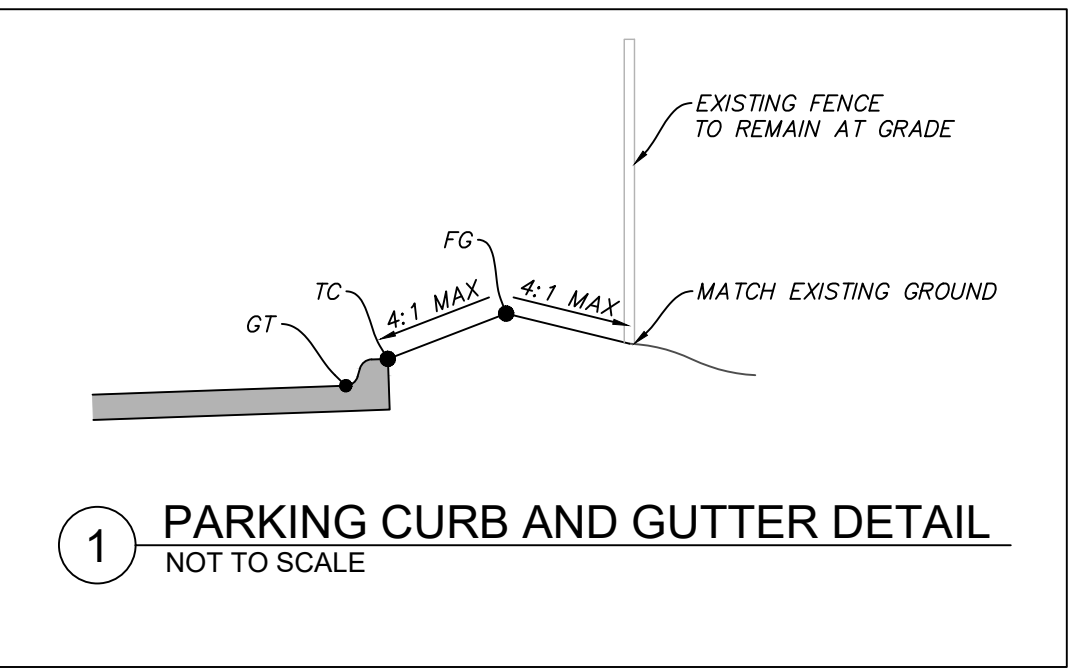
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GRADING NOTES

- CLEARING AND CRUBBING SHALL CONSIST OF REMOVING ALL NATURAL AND ARTIFICIAL OBJECTIONABLE MATERIALS FROM THE PROJECT SITE.
- ALL TREES, SHRUBS AND ALL SCRUB GROWTH SHALL BE CLEARED. ALL DEAD TREES, LOGS, STUMPS, RUBBISH OF ANY NATURE, AND OTHER SURFACE DEBRIS SHALL ALSO BE CLEARED.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE SITE OF THE WORK AND THE ADJACENT PREMISES AS FREE FROM MATERIAL, DEBRIS AND RUBBISH AS IS PRACTICABLE AND SHALL REMOVE SAME FROM ANY PORTION OF THE SITE.
- UNSUITABLE MATERIAL, INCLUDING ALL ROCKS MEASURING LARGER THAN 6" IN THE LARGEST DIMENSION, REFUSE AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. CONTRACTOR SHALL, ALSO, COMPLY WITH ALL APPLICABLE LAWS GOVERNING THE SPILLING OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE.
- SIX (6") INCHES OF TOP SOIL SHALL BE PLACED ON ALL LANDSCAPE AREAS AND PARKING ISLANDS.
- POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATION MUST BE PROVIDED. CONTRACTOR TO ENSURE THERE IS NO PONDING AROUND FOUNDATION.
- THE GRADES SHOWN ON THIS PLAN ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED.
- SHOULD THE CONTRACTOR ENCOUNTER ANY UNUSUAL GEOLOGICAL CONDITIONS DURING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING GEOTECHNICAL ENGINEER AND REQUESTING SUPPLEMENTAL RECOMMENDATIONS.
- TESTING IS REQUIRED AND SHALL BE PERFORMED BY A LABORATORY APPROVED BY THE ENGINEER/OWNER AND PAID FOR BY THE OWNER.
- LIMIT CONSTRUCTION ACTIVITY TO IMPROVEMENT AREAS ONLY.
- REFERENCE LANDSCAPE PLANS FOR TREE PROTECTION METHODS.
- CONTRACTOR IS RESPONSIBLE FOR ENSURING GRADES ON ALL WALKS DO NOT EXCEED 2% CROSS SLOPE AND 5% LONGITUDINAL SLOPE. ADJUST GRADES AS NECESSARY.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED.



1 PARKING CURB AND GUTTER DETAIL
NOT TO SCALE

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BURLESON, TEXAS
GRADING PLAN**

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2/15/2024
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BOBBY P. GADDIS
132973
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Bobby P. Gaddis

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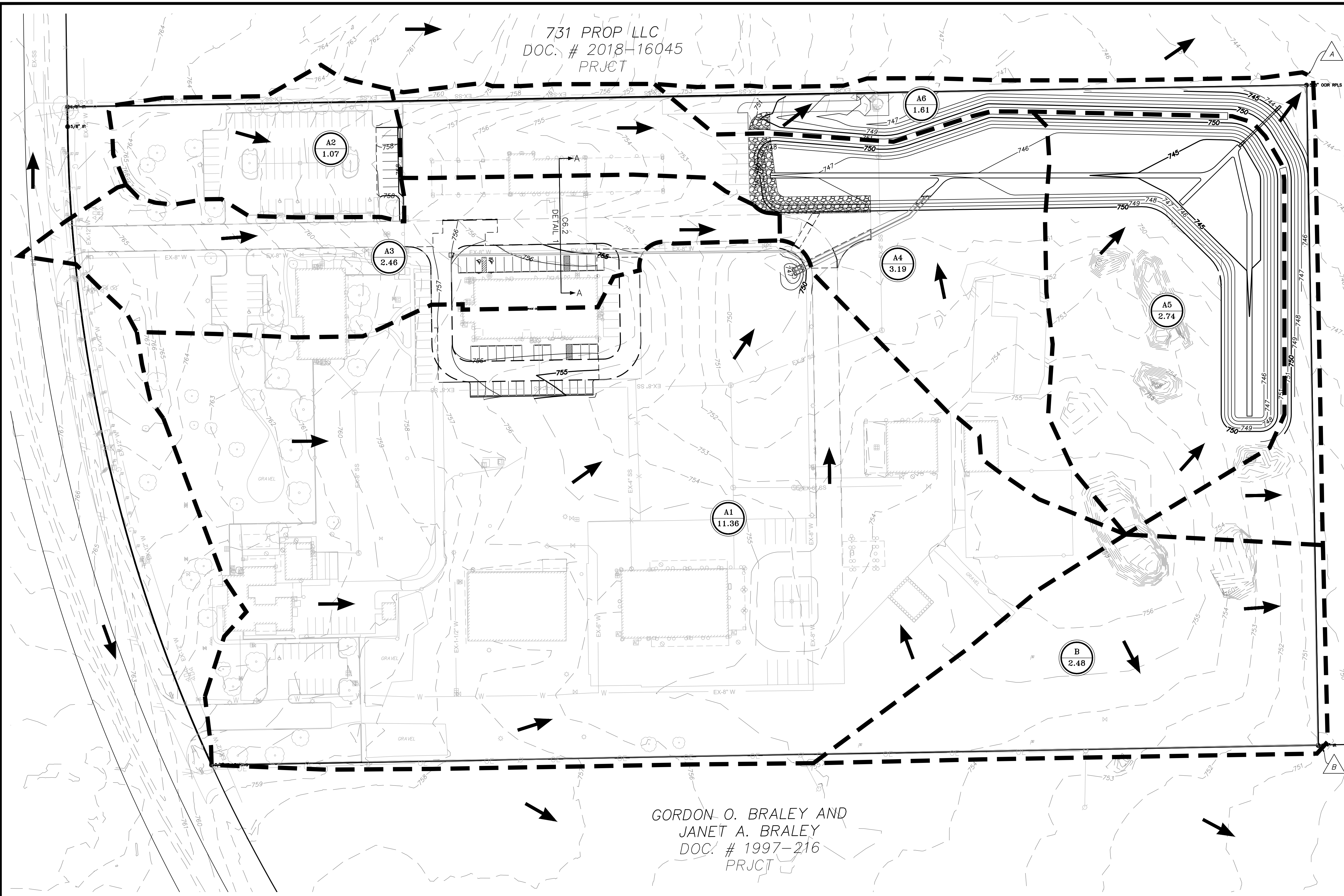
GRADING PLAN

SHEET NO: **C5.0**

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BURLESON SERVICE CENTER
BURLESON, TEXAS



LEGEND:

- EXISTING MAJOR CONTOUR --- 640 ---
- EXISTING MINOR CONTOUR --- 641 ---
- PROPOSED MINOR CONTOUR --- 640 ---
- PROPOSED MAJOR CONTOUR --- 641 ---
- PROPOSED STORM DRAIN ---
- DRAINAGE AREA BOUNDARY ---
- DRAINAGE AREA LABEL
- NAME --- A1 ---
- AREA (ACRES) --- 2.6 ---
- INLET DESIGNATION --- XX' C.I. ---
- FLOW AREA ---
- DESIGN POINT ---

- NOTES:**
- PROPERTY IS ZONED COMMERCIAL. DESIGN CRITERIA IS BASED ON CITY OF BURLESON DESIGN STANDARD MANUAL DATED NOVEMBER 6, 2008.
 - EXISTING CONTOURS ARE BASED ON TOPOGRAPHIC SURVEY PREPARED BY MMA, DATED SEPTEMBER 2023 AND LIDAR COMPLETED IN 2019 DOWNLOADED FROM TNRS.
 - DRAINAGE AREAS ARE BASED ON PROPOSED GRADING DESIGN, EXISTING TOPOGRAPHY, AND ASBUILT PLAN INFORMATION.
 - REFER TO SHEETS C7.0 FOR STORM PLAN AND PROFILES.

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GORDON O. BRALEY AND
JANET A. BRALEY
DOC. # 1997-216
PRJCT

Burleson Service Center													
PROPOSED CONDITIONS DRAINAGE AREA COMPUTATIONS													
Area Name	Runoff Coef. "C"	AREA "A" (ac.)	Total "CA"	Time of Concentration (min)	Ca 5	C*Ca 5	I5 (in/hr)	Q5 (cfs)	Ca 100	C*Ca 100	I100 (in/hr)	Q100 (cfs)	COMMENTS
A1	0.98	11.36	11.13	17.74	1.00	0.98	5.06	56.32	1.00	0.98	8.80	97.93	TO PROPOSED CULVERT
A2	0.98	1.07	1.05	10.00	1.00	0.98	6.66	6.98	1.00	0.98	11.60	12.16	SHEET FLOW TO FLUME
A3	0.98	2.46	2.41	10.00	1.00	0.98	6.66	16.06	1.00	0.98	11.60	27.96	SHEET FLOW TO POND
A4	0.98	3.19	3.13	10.00	1.00	0.98	6.66	20.82	1.00	0.98	11.60	36.26	SHEET FLOW TO POND
A5	0.39	2.74	1.07	10.00	1.00	0.39	6.66	7.12	1.00	0.39	11.60	12.40	SHEET FLOW TO POND
A6	0.39	1.61	0.63	15.00	1.00	0.39	5.52	3.47	1.00	0.39	9.60	6.03	SHEET FLOW TO DESIGN POINT A
B	0.39	2.48	0.97	15.00	1.00	0.39	5.52	5.34	1.00	0.39	9.60	9.28	SHEET FLOW TO DESIGN POINT B

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2/15/2024
STATE OF TEXAS
BOBBY P. GADDIS
132973
LICENSED PROFESSIONAL ENGINEER
Bobby P. Gaddis

PROJECT NUMBER:	3726-00-01
PROJECT MANAGER:	B. GADDIS
DRAWN BY:	I. HERNANDEZ
CHECKED BY:	B. GADDIS
ISSUE DATE:	02/15/2024

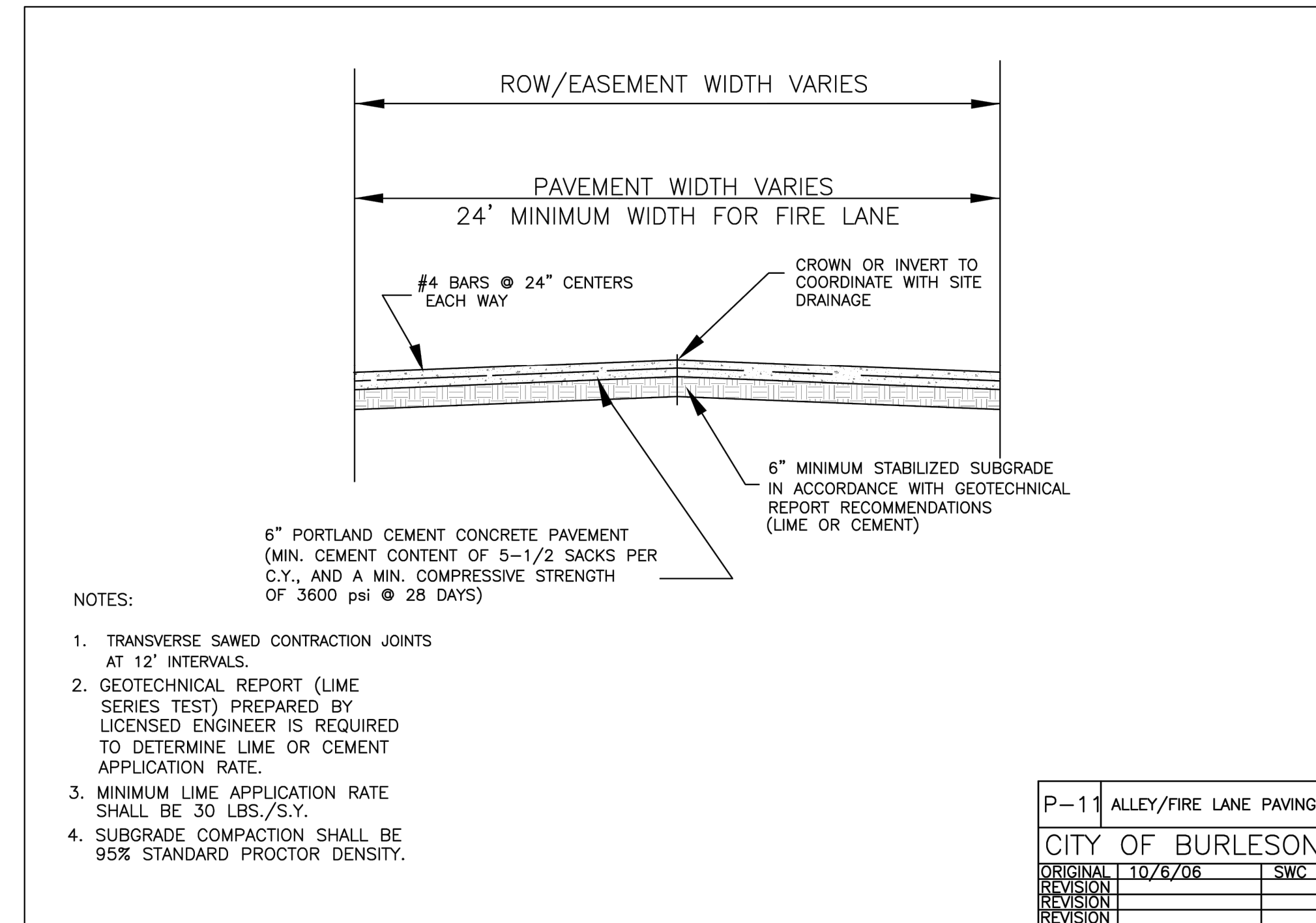
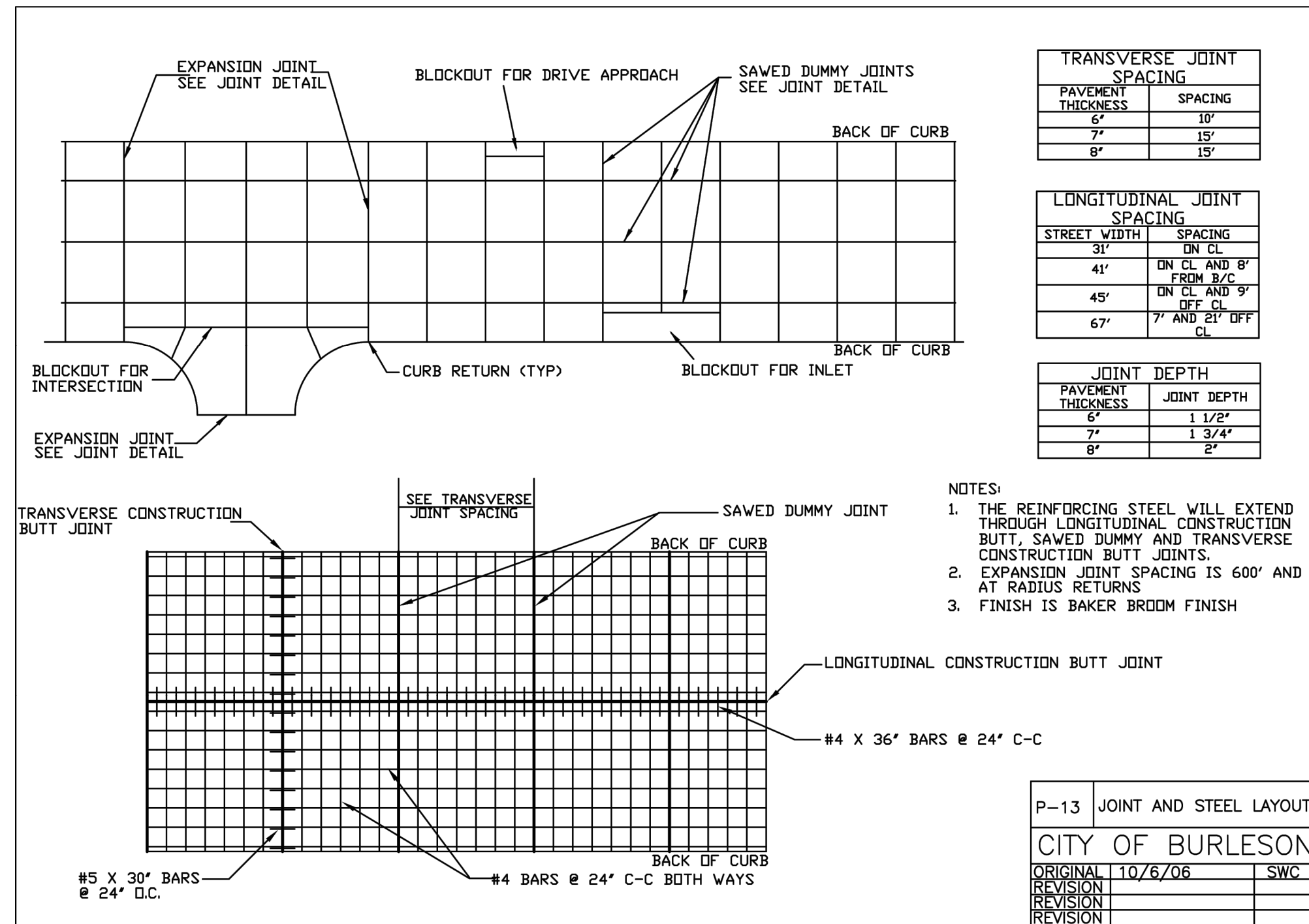
REV.	DATE	DESCRIP.	BY

POST DEVELOPMENT DRAINAGE AREA MAP

SHEET NO: **C6.1**
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BURLESON SERVICE CENTER BURLESON, TEXAS PAVING DETAILS



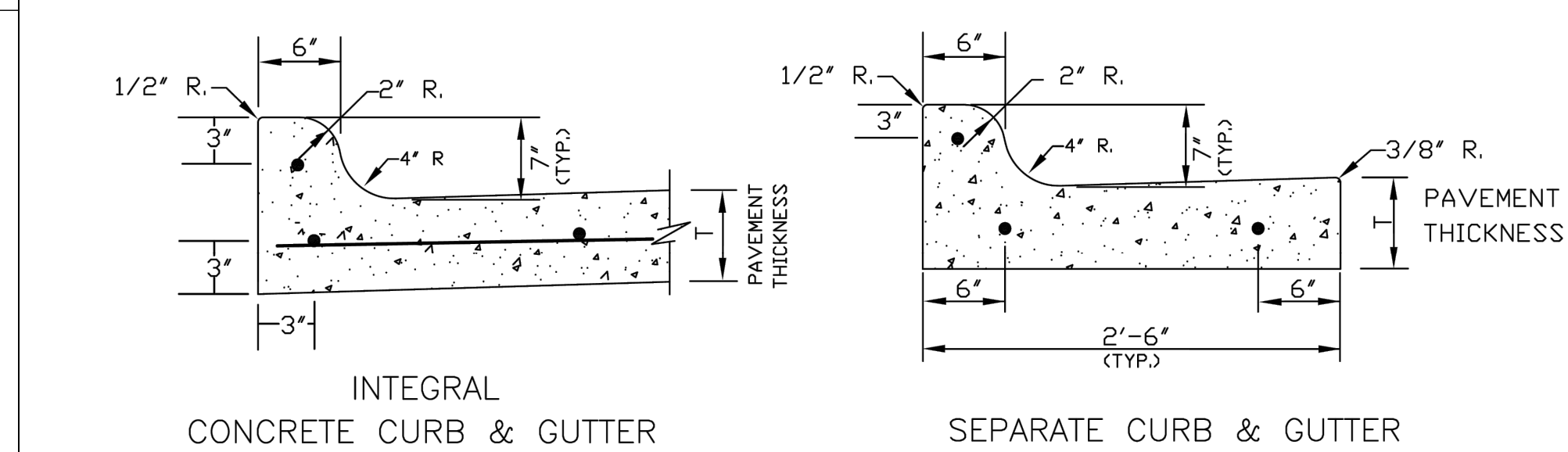
CONSTRUCTION NOTES

- FOR DEFORMED BAR SPLICES, LAP BARS 40 DIAMETERS AND TIE.
- FOR PAVEMENT THICKNESS "T" REFER TO PAVING PLAN.

DIM T = PAVEMENT THICKNESS	DIM T/4 = JOINT DEPTH
5"	1 1/4"
6"	1 1/2"
7"	1 3/4"
8"	2"
9"	2 1/4"

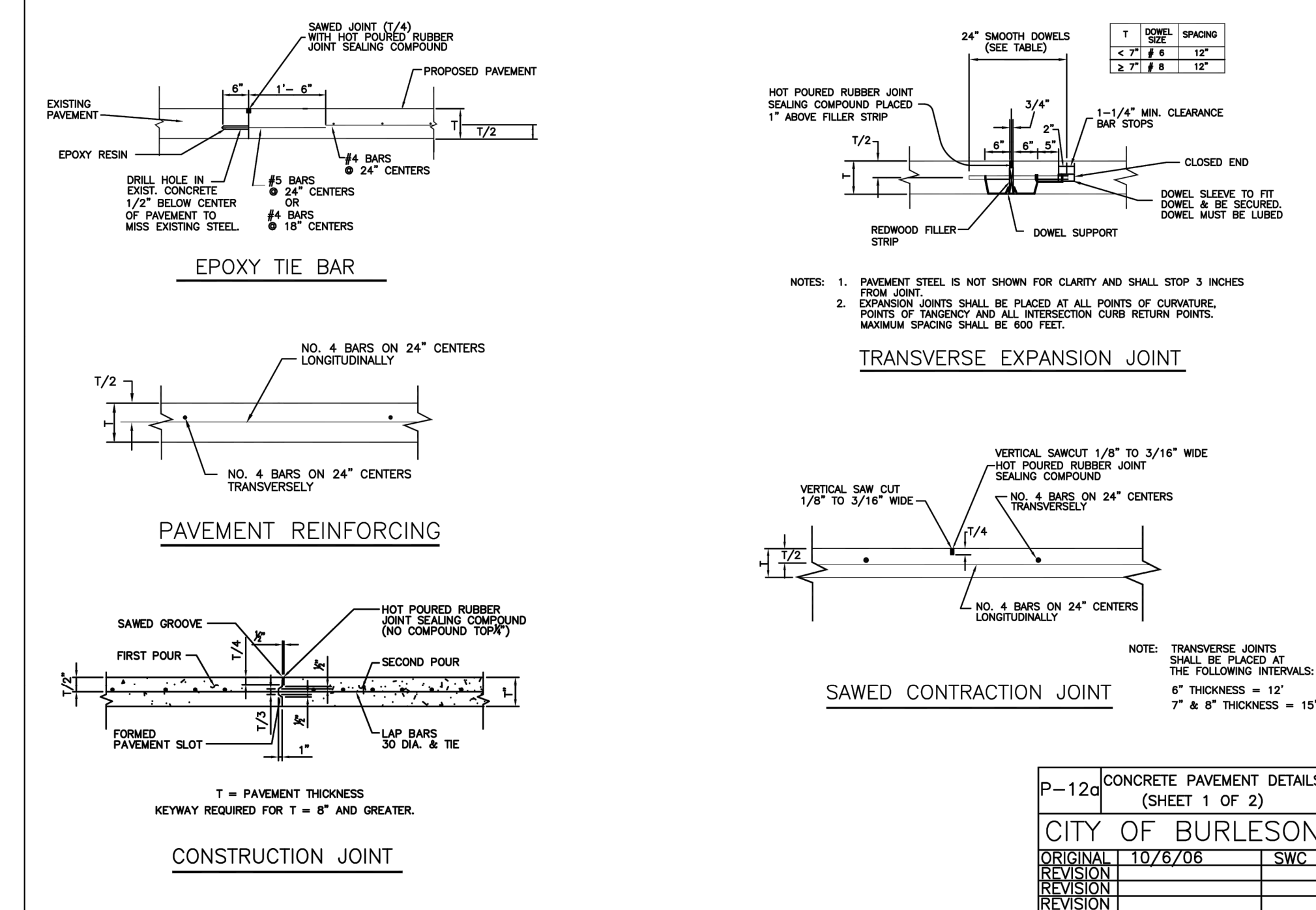
DIM T = PAVEMENT THICKNESS	* (CLEARANCE FROM FACE OF CONCRETE)
5"	2"
6"	2"
7"	2 1/2"
8"	2 1/2"
9"	3"

NOTE: ALL DOWELS TO BE PLACED AT T/2.



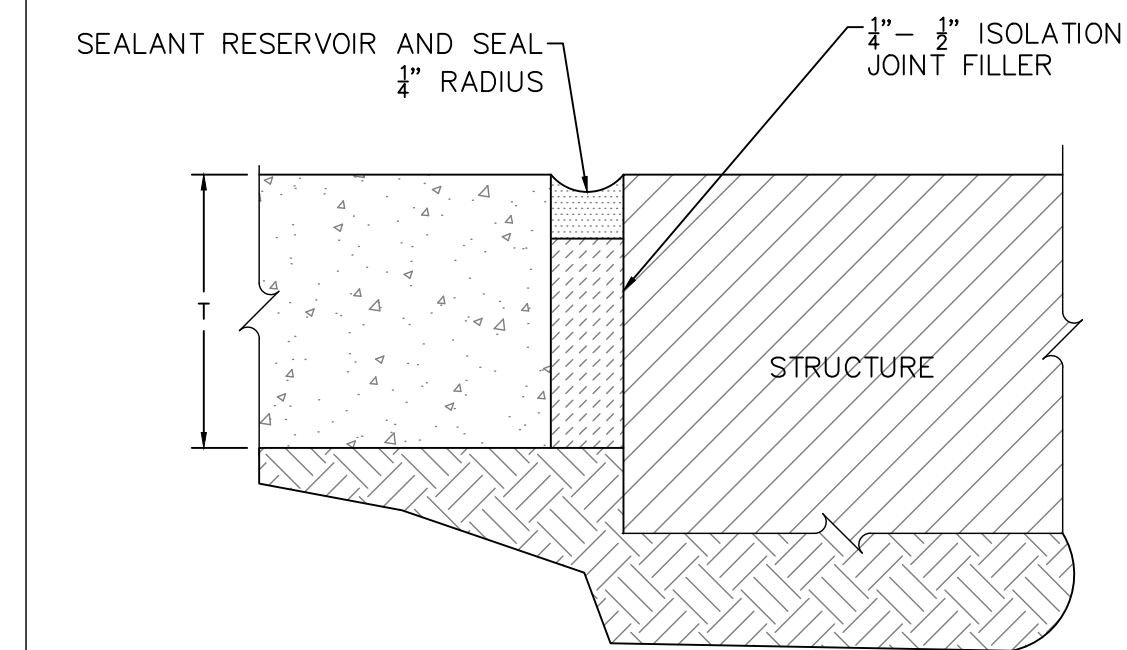
- NOTES:
- REINFORCEMENT SHALL BE NO. 4 BARS.
 - CONCRETE SHALL BE 5 1/2 SACK - 3600 PSI.

P-14	CURB AND GUTTER
CITY OF BURLESON	
ORIGINAL	10/6/06 SWC
REVISION	
REVISION	

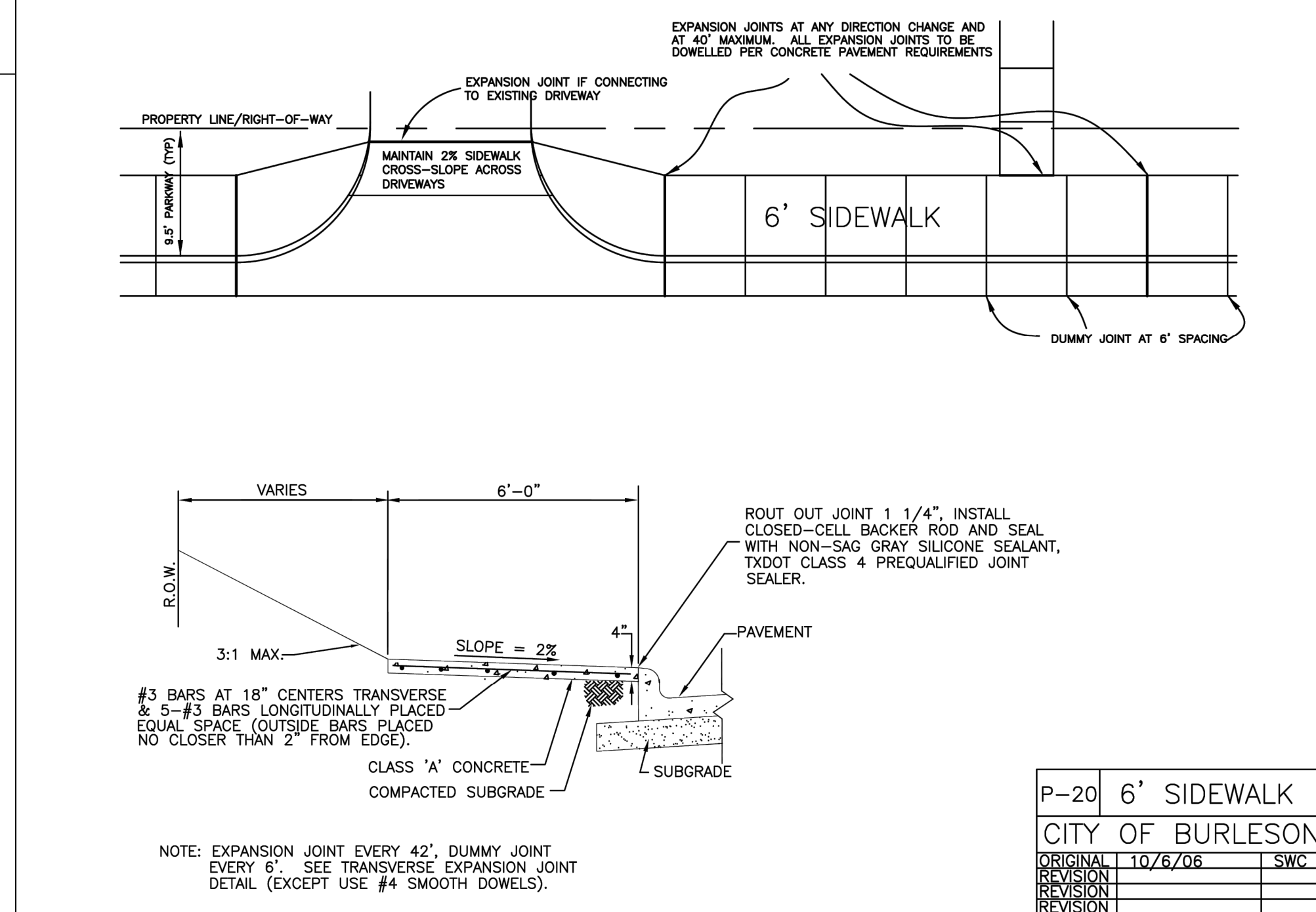


P-12a	CONCRETE PAVEMENT DETAILS (SHEET 1 OF 2)
CITY OF BURLESON	
ORIGINAL	10/6/06 SWC
REVISION	
REVISION	

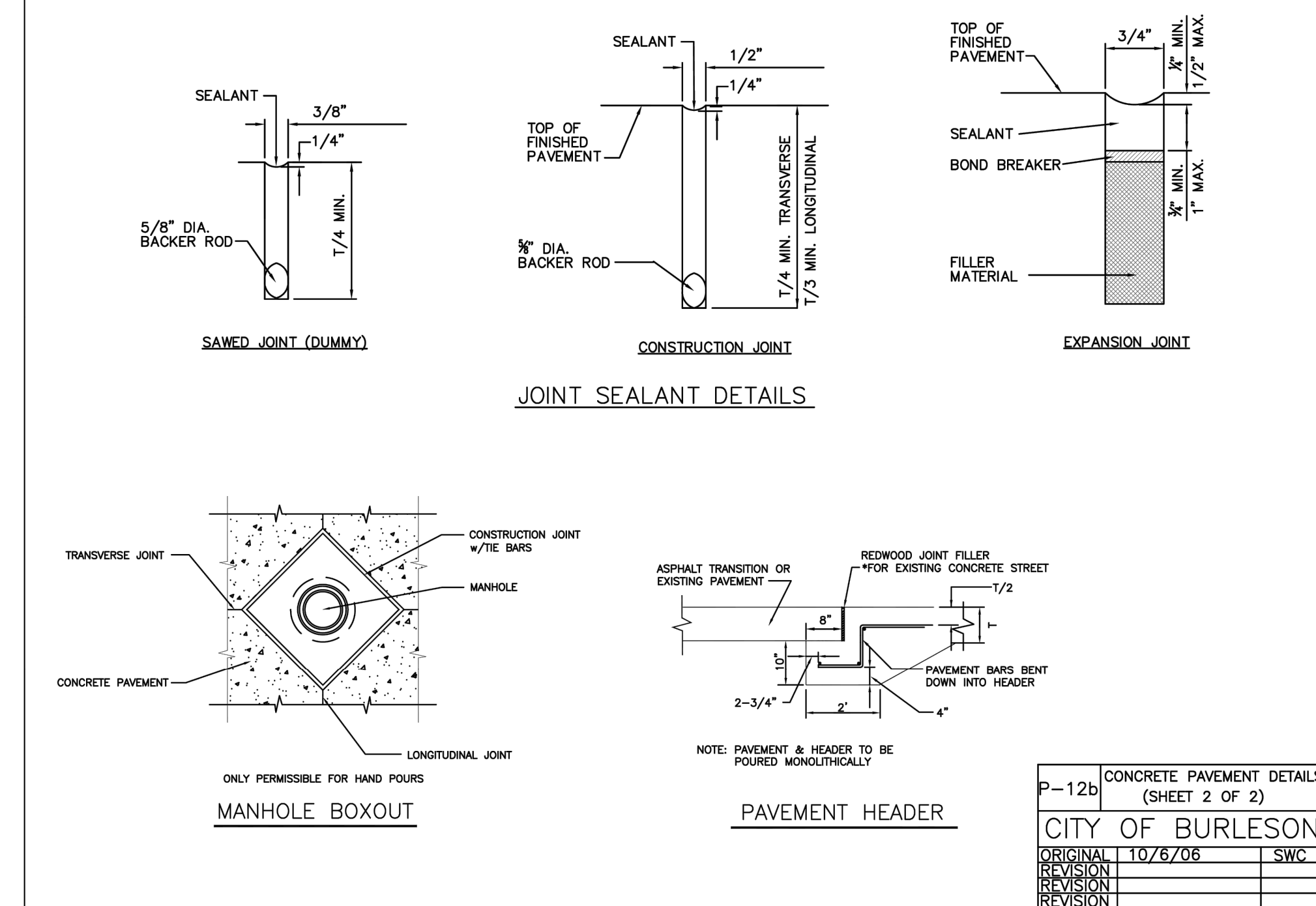
2 PAVING NOTES & TABLES NOT TO SCALE



1 ISOLATION JOINT NOT TO SCALE



P-20	6' SIDEWALK
CITY OF BURLESON	
ORIGINAL	10/6/06 SWC
REVISION	
REVISION	



P-12b	CONCRETE PAVEMENT DETAILS (SHEET 2 OF 2)
CITY OF BURLESON	
ORIGINAL	10/6/06 SWC
REVISION	
REVISION	

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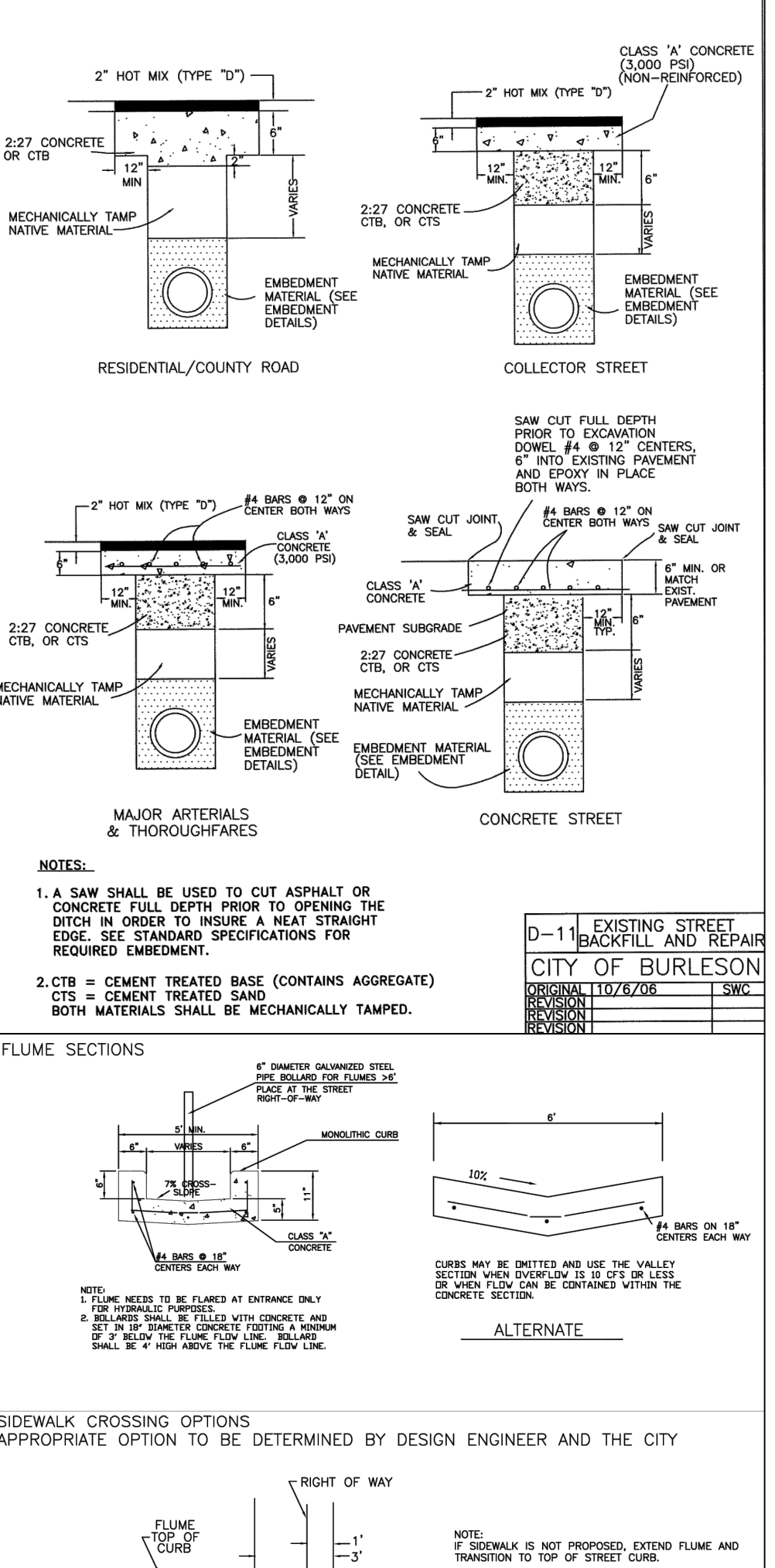
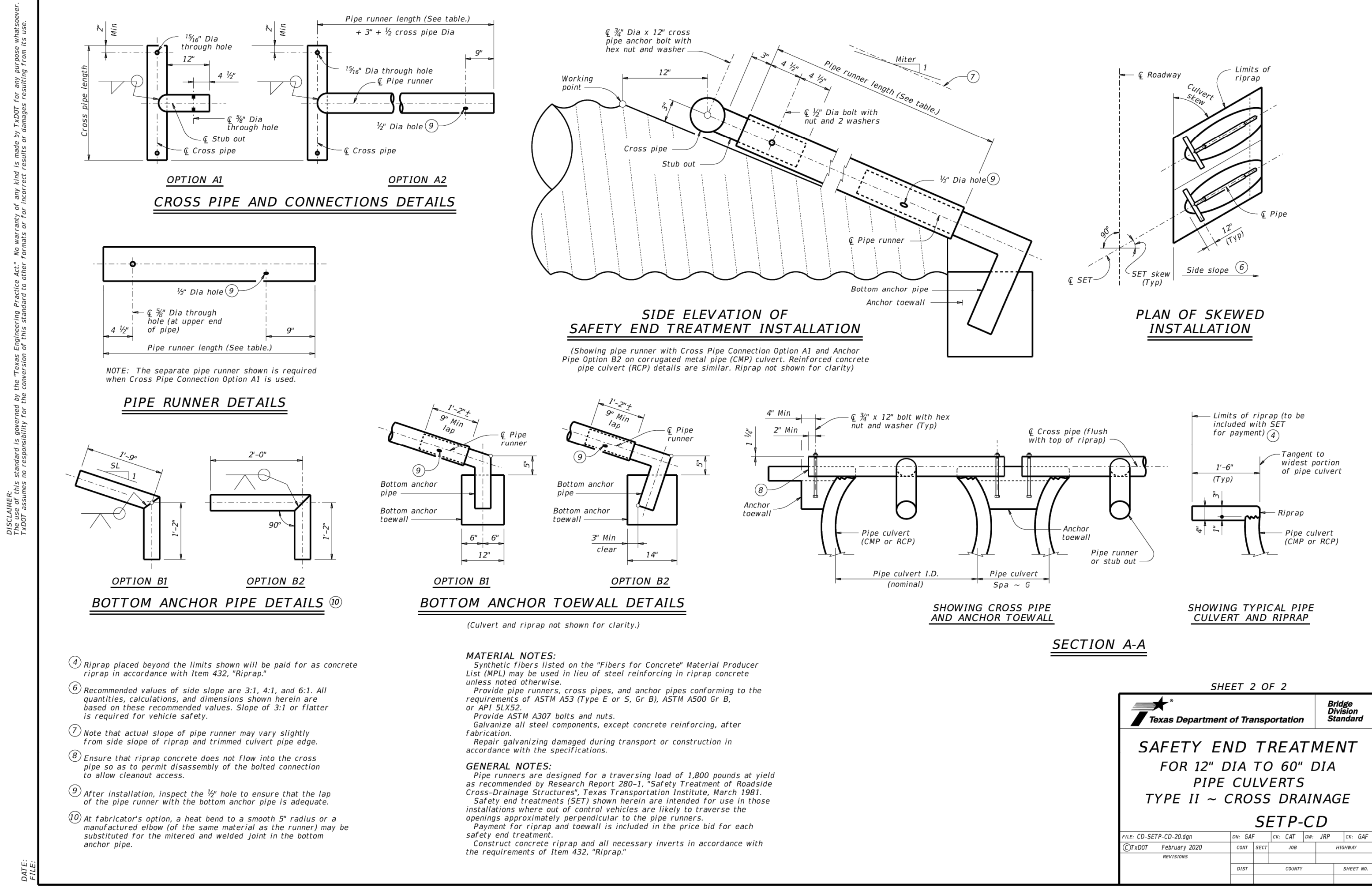
2/15/2024
STATE OF TEXAS
BOBBY P. GADDIS
132973
LICENSED PROFESSIONAL ENGINEER
PROJECT NUMBER: 3726-00-01
PROJECT MANAGER: B. GADDIS
DRAWN BY: I. HERNANDEZ
CHECKED BY: B. GADDIS
ISSUE DATE: 02/15/2024

2/15/24	ISSUE FOR CONSTRUCTION		
REV.	DATE	DESCRIP.	BY
SHEET CONTENT:			

PAVING DETAILS

SHEET NO: **C8.0**
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BURLESON SERVICE CENTER BURLESON, TEXAS DRAINAGE DETAILS

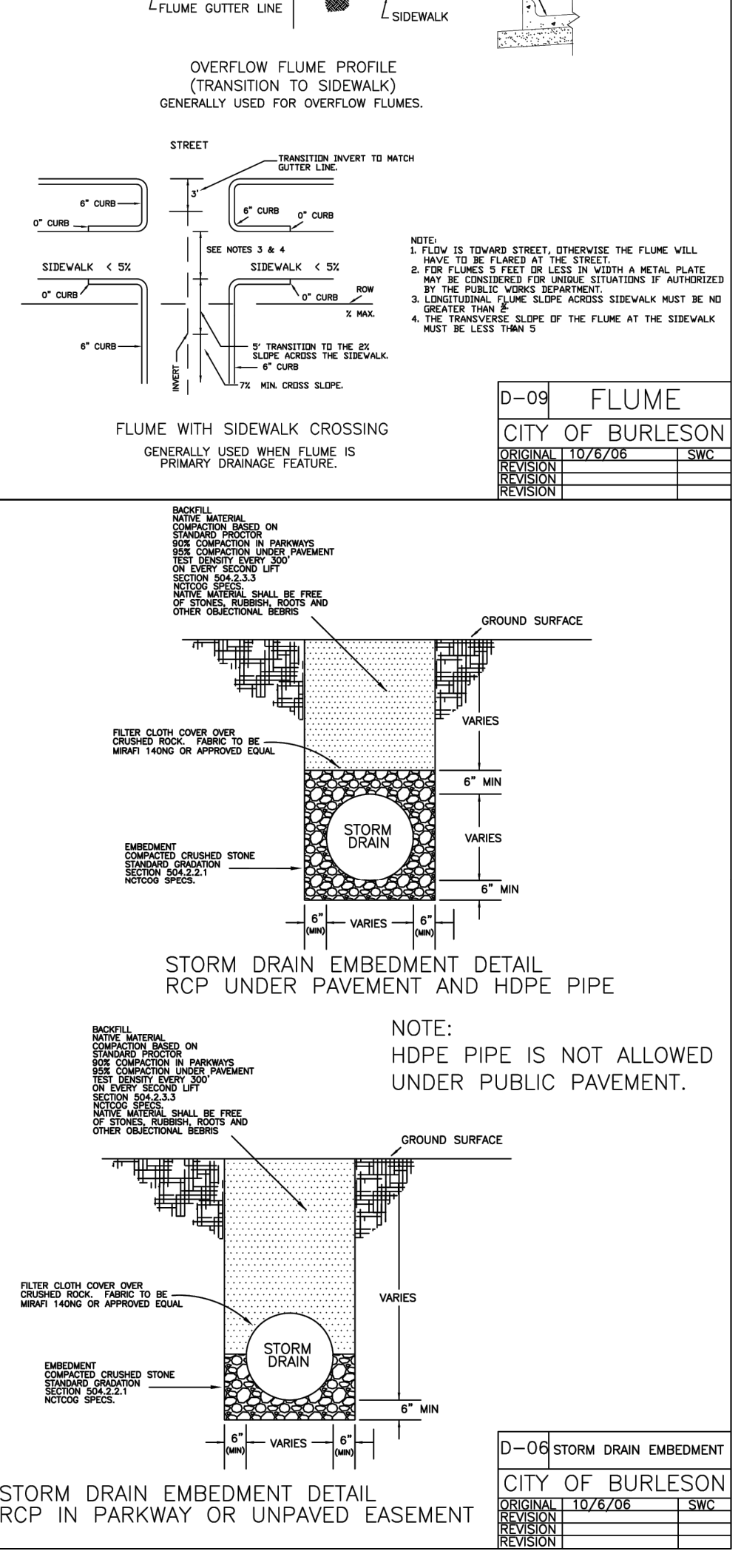


CROSS PIPE LENGTHS AND PIPE RUNNER LENGTHS

Nominal Culvert I.D.	Pipe Culvert Spacing	Cross Pipe Length	3:1 Side Slope						4:1 Side Slope					
			0° Skew	15° Skew	30° Skew	45° Skew	60° Skew	75° Skew	0° Skew	15° Skew	30° Skew	45° Skew		
24"	1'-7"	3'-5"	N/A	N/A	N/A	5'-10"	N/A	N/A	N/A	8'-1"	N/A	N/A	12'-9"	
27"	1'-8"	3'-8"	N/A	N/A	N/A	5'-5"	6'-11"	N/A	6'-7"	N/A	N/A	11'-11"	14'-11"	
30"	1'-10"	3'-11"	N/A	N/A	N/A	6'-4"	8'-0"	N/A	8'-0"	N/A	N/A	13'-8"	17'-0"	
33"	1'-11"	4'-2"	6'-2"	7'-3"	8'-2"	9'-1"	10'-0"	12'-5"	13'-3"	15'-3"	19'-2"	21'-3"	25'-7"	
36"	2'-1"	4'-5"	6'-11"	7'-3"	8'-2"	10'-2"	9'-6"	9'-11"	11'-2"	13'-10"	14'-9"	17'-2"	21'-3"	
42"	2'-4"	4'-11"	8'-6"	8'-10"	9'-11"	12'-4"	11'-7"	12'-0"	13'-6"	16'-8"	17'-9"	20'-8"	25'-7"	
48"	2'-7"	5'-5"	10'-1"	10'-5"	11'-9"	N/A	13'-7"	14'-2"	15'-10"	N/A	20'-9"	21'-6"	24'-2"	
54"	3'-0"	5'-11"	11'-8"	12'-1"	N/A	N/A	15'-8"	16'-3"	N/A	N/A	23'-10"	24'-8"	N/A	
60"	3'-3"	6'-5"	13'-2"	N/A	N/A	N/A	17'-9"	N/A	N/A	N/A	26'-10"	N/A	N/A	

ESTIMATED CONCRETE RIPRAP QUANTITIES (CY)

Nominal Culvert I.D.	3:1 Side Slope						4:1 Side Slope					
	0° Skew	15° Skew	30° Skew	45° Skew	60° Skew	75° Skew	0° Skew	15° Skew	30° Skew	45° Skew	60° Skew	
12"	0.4	0.4	0.5	0.5	0.5	0.5	0.6	0.7	0.7	0.7	0.8	
15"	0.5	0.5	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9	
18"	0.5	0.5	0.6	0.6	0.6	0.6	0.8	0.8	0.8	0.9	1.0	
21"	0.6	0.6	0.6	0.7	0.7	0.7	0.9	0.9	0.9	1.0	1.2	
24"	0.6	0.7	0.7	0.8	0.8	0.8	1.0	1.0	1.0	1.1	1.3	
27"	0.7	0.7	0.8	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.4	
30"	0.8	0.8	0.8	0.9	0.9	0.9	1.0	1.2	1.2	1.3	1.6	
33"	0.8	0.8	0.9	1.0	1.0	1.0	1.3	1.3	1.3	1.4	1.7	
36"	0.9	0.9	0.9	1.1	1.1	1.1	1.4	1.4	1.4	1.5	1.8	
42"	1.0	1.0	1.1	1.3	1.3	1.3	1.6	1.6	1.6	1.7	2.1	
48"	1.1	1.1	1.2	N/A	1.4	1.4	N/A	N/A	1.9	1.9	N/A	
54"	1.3	1.3	N/A	N/A	1.6	1.6	N/A	N/A	2.1	2.1	N/A	
60"	1.4	N/A	N/A	N/A	1.7	N/A	N/A	N/A	2.3	N/A	N/A	



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2/15/2024

STATE OF TEXAS
BOBBY P. GADDIS
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PROJECT NUMBER: 3726-00-01
PROJECT MANAGER: B. GADDIS
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REV.	DATE	DESCRIP.	BY

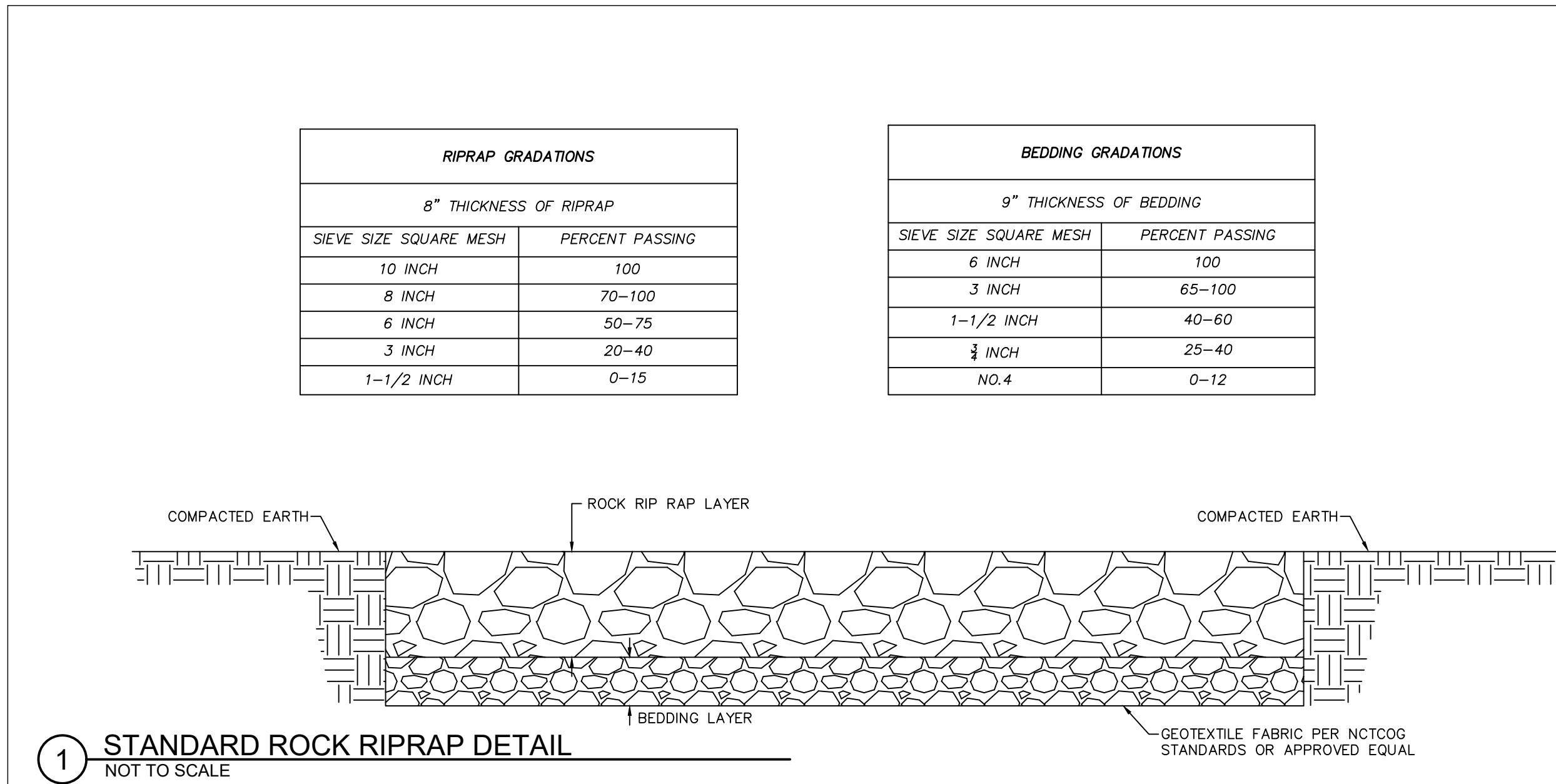
DRAINAGE DETAILS

SHEET NO: **C8.1**

CITY OF BURLESON
DESIGNED: 11/27/2024
REVISION: 02/2024

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RIPRAP GRADATIONS	
8" THICKNESS OF RIPRAP	
SIEVE SIZE SQUARE MESH	PERCENT PASSING
10 INCH	100
8 INCH	70-100
6 INCH	50-75
3 INCH	20-40
1-1/2 INCH	0-15

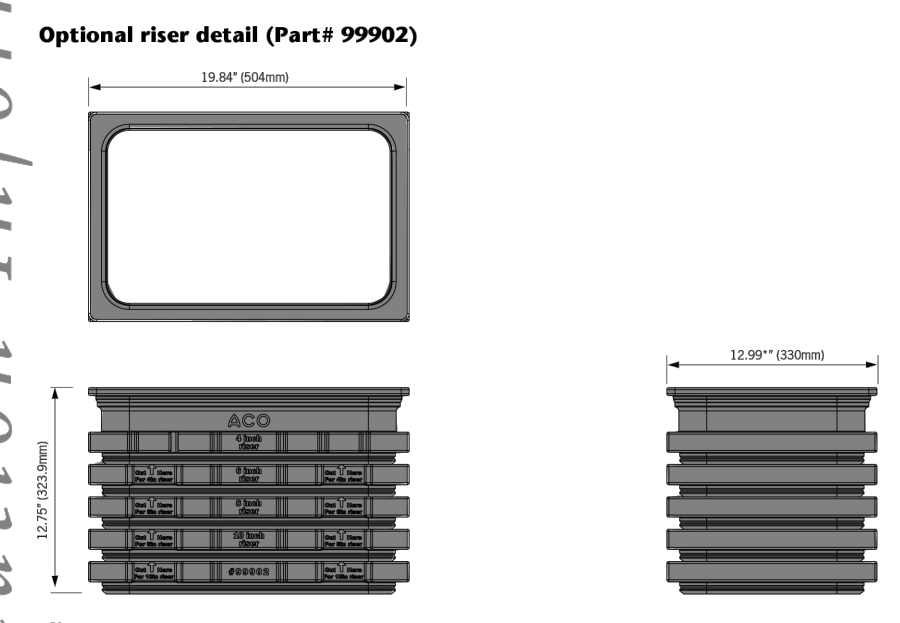
BEDDING GRADATIONS	
9" THICKNESS OF BEDDING	
SIEVE SIZE SQUARE MESH	PERCENT PASSING
6 INCH	100
3 INCH	65-100
1-1/2 INCH	40-60
3/4 INCH	25-40
NO. 4	0-12

1 STANDARD ROCK RIPRAP DETAIL
NOT TO SCALE

ACO DRAIN
K2-621G Catch Basin

Description	Part No.	Invert Depth Inches	Weight lbs.
Type K2-621 G Catch basin assembly - top, removable "QuickLok" bar, trash bucket & base	94620	37.40	950

Catch Basin Components	Part No.	Invert Depth Inches	Weight lbs.
Type 600 optional riser	99902	12.00	304.8
Foam air trap - fits both Type 900 & Type 600 basins	90854	-	1.2
QuickLok grate removal tool	01318	-	0.5



Specifications

General
The catch basin shall be ACO Drain K2-621G Catch Basin - comprising of top section, trash bucket and base as manufactured by ACO, Inc. or similar approved.

Materials
The top unit body shall be manufactured from polypropylene polymer concrete with minimum properties as follows:
Compressive strength: 14,000 psi
Flexural strength: 4,000 psi
Water absorption: 0.07%
Frost proof: YES

Salt proof
Dilute acid and alkali resistant: YES

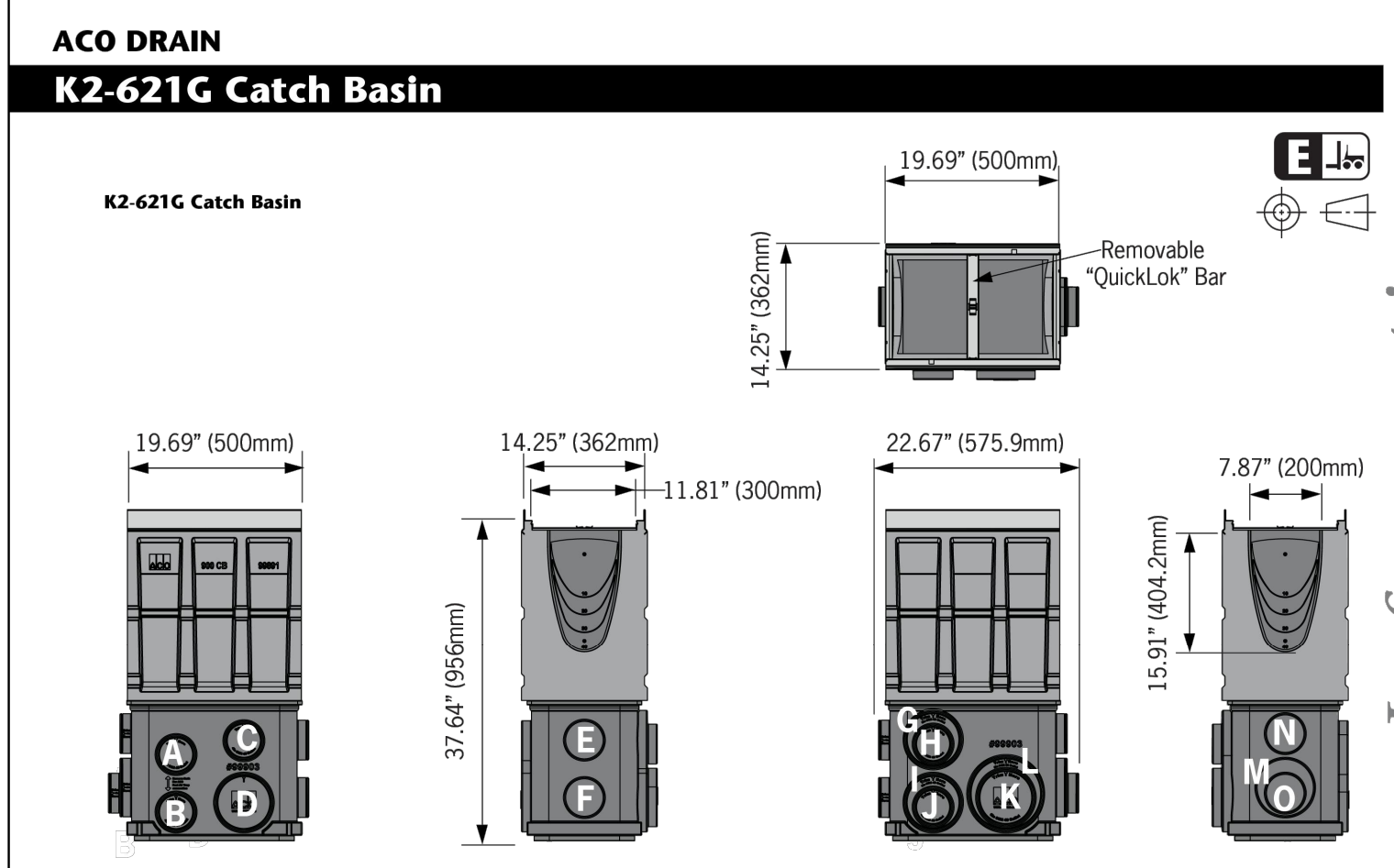
Optional Riser
Optional riser can be used between polymer concrete top unit and LLDFE base unit. Use of riser is determined by access and local building codes.

Grates
Grates shall be specified. See separate ACO Specification sheets for details. After removal of grates and "QuickLok" bar there shall be unobstructed access to the catch basin to aid maintenance.

Installation
The trench drain/catch basin system shall be installed in accordance with the manufacturer's installation instructions and recommendations.

ACO, Inc.
Northwest Sales Office: 9470 Pinecone Drive, Mentor, OH 44060
West Sales Office: 825 W. Beechcraft St., Casa Grande, AZ 85122
Southeast Sales Office: 4211 Pleasant Road, Fort Mill, SC 29708
Toll free: (800) 543-4764
Fax: (440) 639-7235

ACO INFO



Outlet flow rates

Outlet	Product	Outlet size (Sch. 40)	Invert Depth	GPM	CFS
A	Type K2-621G	4" round	29.80"	287	0.64
B	Type K2-621G	4" round	36.29"	319	0.71
C	Type K2-621G	4" round	28.22"	279	0.62
D	Type K2-621G	6" round	36.29"	707	1.57
E	Type K2-621G	4" round	28.37"	280	0.62
F	Type K2-621G	4" round	34.87"	312	0.70
G	Type K2-621G	6" round	29.15"	626	1.40
H	Type K2-621G	4" round	28.59"	281	0.63
I	Type K2-621G	6" round	36.28"	707	1.57
J	Type K2-621G	4" round	35.72"	316	0.70
K	Type K2-621G	6" round	35.72"	701	1.56
L	Type K2-621G	8" round	36.28"	1237	2.76
M	Type K2-621G	6" round	34.78"	690	1.54
N	Type K2-621G	4" round	27.65"	276	0.61
O	Type K2-621G	4" round	34.36"	310	0.69

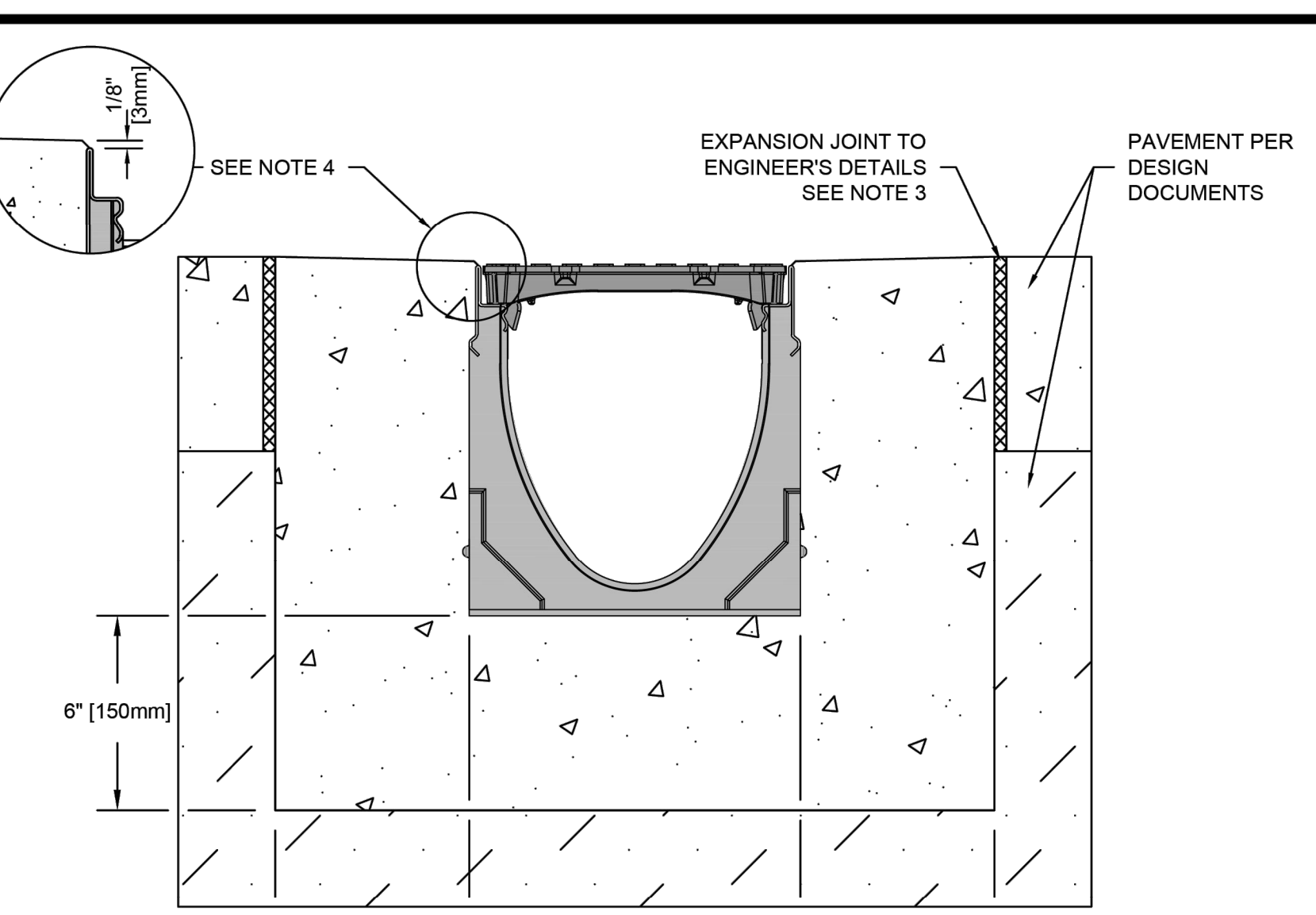
Trash Bucket

Note: Openings in trash bucket are 35.77" (23.033mm)

Notes:

- These are the pipe flow rates at the specified outlet. **HOT** channel flow rates.
- Flow rates without trash bucket using trash bucket or filter bag reduces flow rates.
- 4" diameter foam air trap, part# 90854, can be fitted to catch basin base at outlet positions A/B and E.
- Fits KlassikDrain K200 systems.

ACO



SPECIFICATION CLAUSE
KS200 KLASSIKDRAIN 'DRAINLOK' LOAD CLASS B

GENERAL
THE SURFACE DRAINAGE SYSTEM SHALL BE POLYMER CONCRETE K200 CHANNEL SYSTEM WITH STAINLESS STEEL EDGE RAILS AS MANUFACTURED BY ACO POLYMER PRODUCTS, INC.

MATERIALS
CHANNELS SHALL BE MANUFACTURED FROM POLYESTER RESIN POLYMER CONCRETE WITH AN INTEGRALLY CAST-IN STAINLESS STEEL EDGE RAIL. MINIMUM PROPERTIES OF POLYMER CONCRETE WILL BE AS FOLLOWS:
COMPRESSIVE STRENGTH: 14,000 PSI
FLEXURAL STRENGTH: 4,000 PSI
TENSILE STRENGTH: 1,500 PSI
WATER ABSORPTION: 0.07%
FROST PROOF: YES
DILUTE ACID AND ALKALI RESISTANT: YES
B117 SALT SPRAY TEST COMPLIANT: YES

THE SYSTEM SHALL BE 8" (200mm) NOMINAL INTERNAL WIDTH WITH A 10.2" (260mm) OVERALL WIDTH AND A BUILT-IN SLOPE OF 0.5%. CHANNEL INVERT SHALL HAVE DEVELOPED "V" SHAPE. ALL CHANNELS SHALL BE INTERLOCKING WITH A MALE/FEMALE JOINT.

THE COMPLETE DRAINAGE SYSTEM SHALL BE BY ACO POLYMER PRODUCTS, INC. ANY DEVIATION OR PARTIAL SYSTEM DESIGN AND/OR IMPROPER INSTALLATION WILL VOID ANY AND ALL WARRANTIES PROVIDED BY ACO POLYMER PRODUCTS, INC.

CHANNEL SHALL WITHSTAND LOADING TO PROPER LOAD CLASS AS OUTLINED BY EN 1433. GRATE TYPE SHALL BE APPROPRIATE TO MEET THE SYSTEM LOAD CLASS SPECIFIED AND INTENDED APPLICATION. GRATES SHALL BE SECURED USING 'DRAINLOK' BOLTLESS LOCKING SYSTEM. CHANNEL AND GRATE SHALL BE CERTIFIED TO MEET THE SPECIFIED EN 1433 LOAD CLASS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

- NOTES:**
- IT IS NECESSARY TO ENSURE MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. **ENGINEERING ADVICE MAY BE REQUIRED.**
 - MINIMUM CONCRETE STRENGTH OF 4,000 PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.
 - EXPANSION AND CONTRACTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. **ENGINEERING ADVICE MAY BE REQUIRED.**
 - THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 1/8" (3mm) ABOVE THE TOP OF THE CHANNEL EDGE.
 - CONCRETE BASE THICKNESS SHOULD MATCH SLAB THICKNESS. **ENGINEERING ADVICE MAY BE REQUIRED TO DETERMINE PROPER LOAD CLASS.**
 - REFER TO ACO'S LATEST INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS.

KS2D-B-ECP **KS200 - KLASSIKDRAIN - LOAD CLASS: B** **ACO Polymer Products, Inc.**

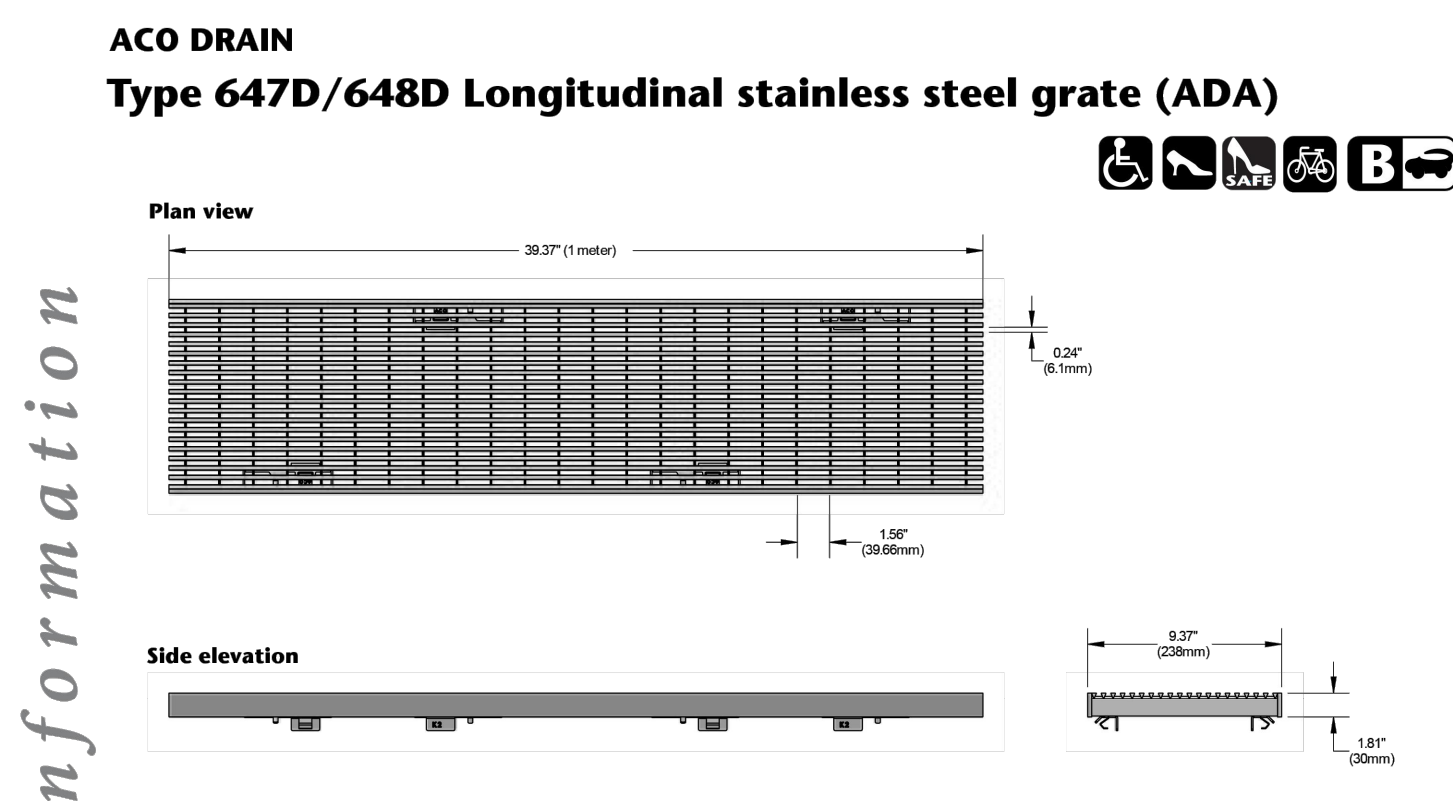
Exposed Concrete Pavement

825 W. Beechcraft St. Mentor, OH 44060 Tel: 520-421-9988 Fax: 520-421-9899

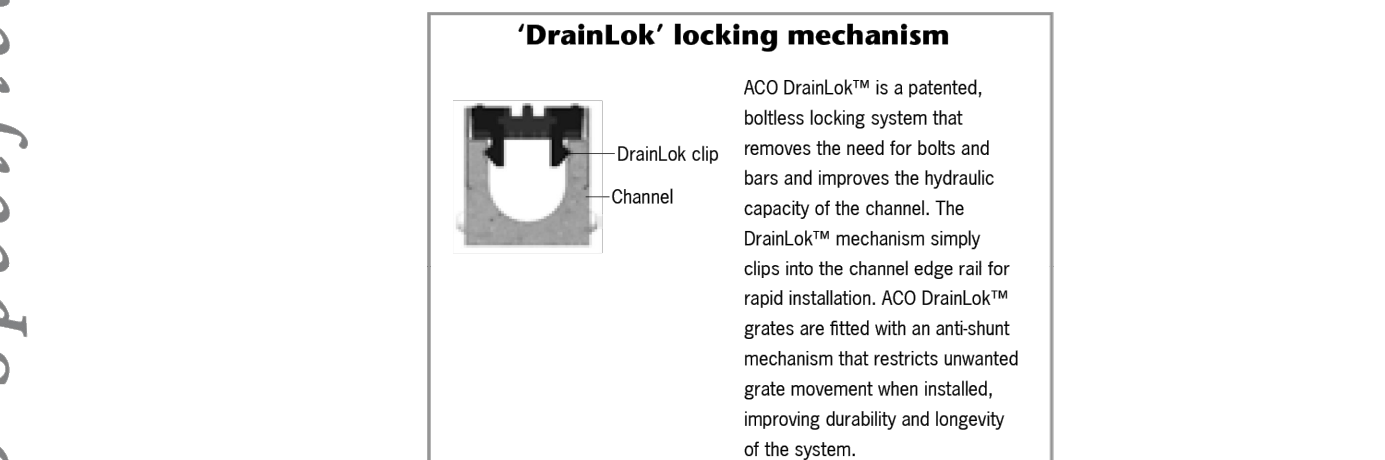
9470 Pinecone Dr. Casa Grande, AZ 85122 Tel: 440-639-7230 Fax: 440-639-7235

4211 Pleasant Rd. Fort Mill, SC 29708 Tel: 440-639-7230 Fax: 803-802-1063

ACO



Description	Part No.	Length (mm)	Width (mm)	Weight (lbs.)
DrainLok grate Type 647D Longitudinal stainless steel grate	142219	39.37 (1500)	9.37 (238)	17.7
Type 648D Longitudinal stainless steel grate	142220	19.69 (780)	9.37 (238)	9.0



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Toll free: (800) 543-4764
Fax: (440) 639-7235

ACO INFO



Product Features

- Certified to EN 1433 Load Class B - 28,000 lbs - 483 psi
- Uses 'DrainLok' boltless locking system
- Suitable for use with K200, KS200, and H200K13 channels
- Manufactured from 16 gauge, grade 304
- Complies with ADA - American Disabilities Act of 1990 Section 4.5.4
- Bicycle Tire Penetration Resistant to AS 3996 - 2006

Specifications

General
The surface drainage system shall be ACO Drain K200, KS200, and H200K13 channels - complete with ACO Type 647D/648D longitudinal stainless steel grate (ADA) with 'DrainLok' locking as manufactured by ACO Polymer Products, Inc. or similar approved.

Materials
The covers shall be manufactured from stainless steel and have minimum properties as follows:
Independently certified to meet Load Class B to EN 1433 - 28,000 lbs - 483 psi
16 gauge, Grade 304 stainless steel
Intake area of 89.1 sq. in. (574.84 cm²) per half meter

The overall width of 9.37" (238mm) and overall length of 39.37" (1000mm) (Type 647D) and overall length of 19.69" (500mm) (Type 648D). Slots measure at a 1.61" (40.89mm) by 0.24" (6.09mm).

Installation
The trench drain system and grates shall be installed in accordance with the manufacturer's installation instructions and recommendations.

ACO

ACO Specification Information

ACO Specification Information

BURLESON SERVICE CENTER
BURLESON, TEXAS
DRAINAGE DETAILS

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2/15/2024
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BOBBY P. GADDIS
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Professional Seal

REV.	DATE	DESCRIP.	BY
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DRAINAGE DETAILS

SHEET CONTENT:

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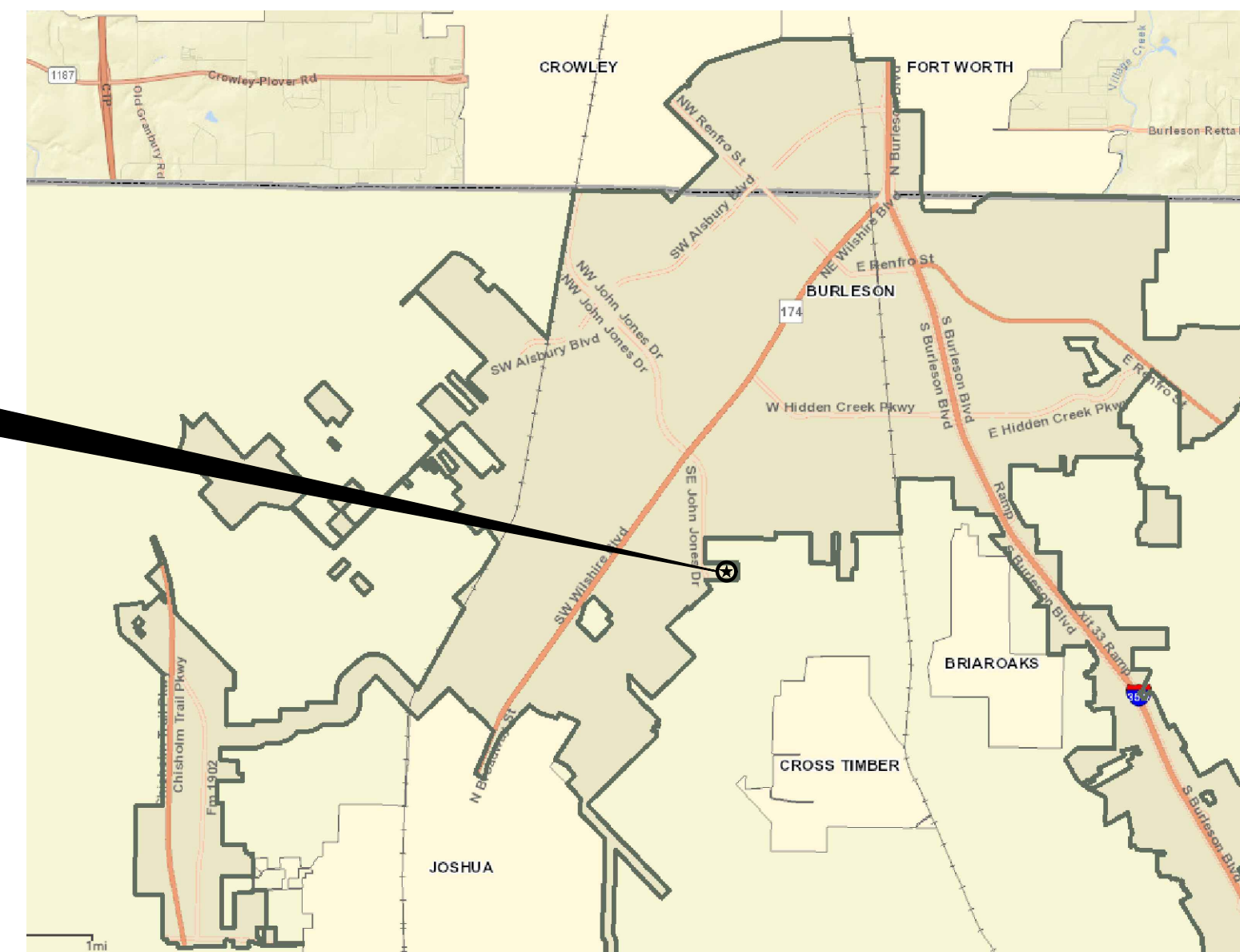
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CONSTRUCTION PLANS FOR CITY OF BURLESON SERVICE CENTER DETENTION POND DRAINAGE IMPROVEMENTS AN IMPROVEMENT TO BURLESON JOHNSON COUNTY, TEXAS

CITY PROJECT NO. DR2301

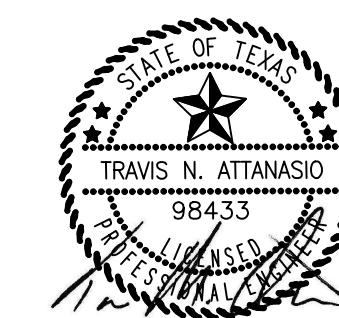
PROJECT'S
LOCATION



LOCATION MAP

SHEET INDEX

SHEET NO.	DESCRIPTION
-	
C1	COVER SHEET
C2	TOPOGRAPHIC SURVEY
C3	DRAINAGE AREA MAP
C4	DETENTION CALCULATIONS
C5	GRADING PLAN
C6	FLUME PLAN



THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
TRAVIS N. ATTANASIO, P.E., CFM
ON MARCH 6, 2024

Public Works Engineering- CIP Division

141 W. Renfro Street, Burleson, TX 76028 PM: Travis Attanasio (817) 426-9614 tattanasio@burlesontx.com

MARCH 2024

THE CITY OF

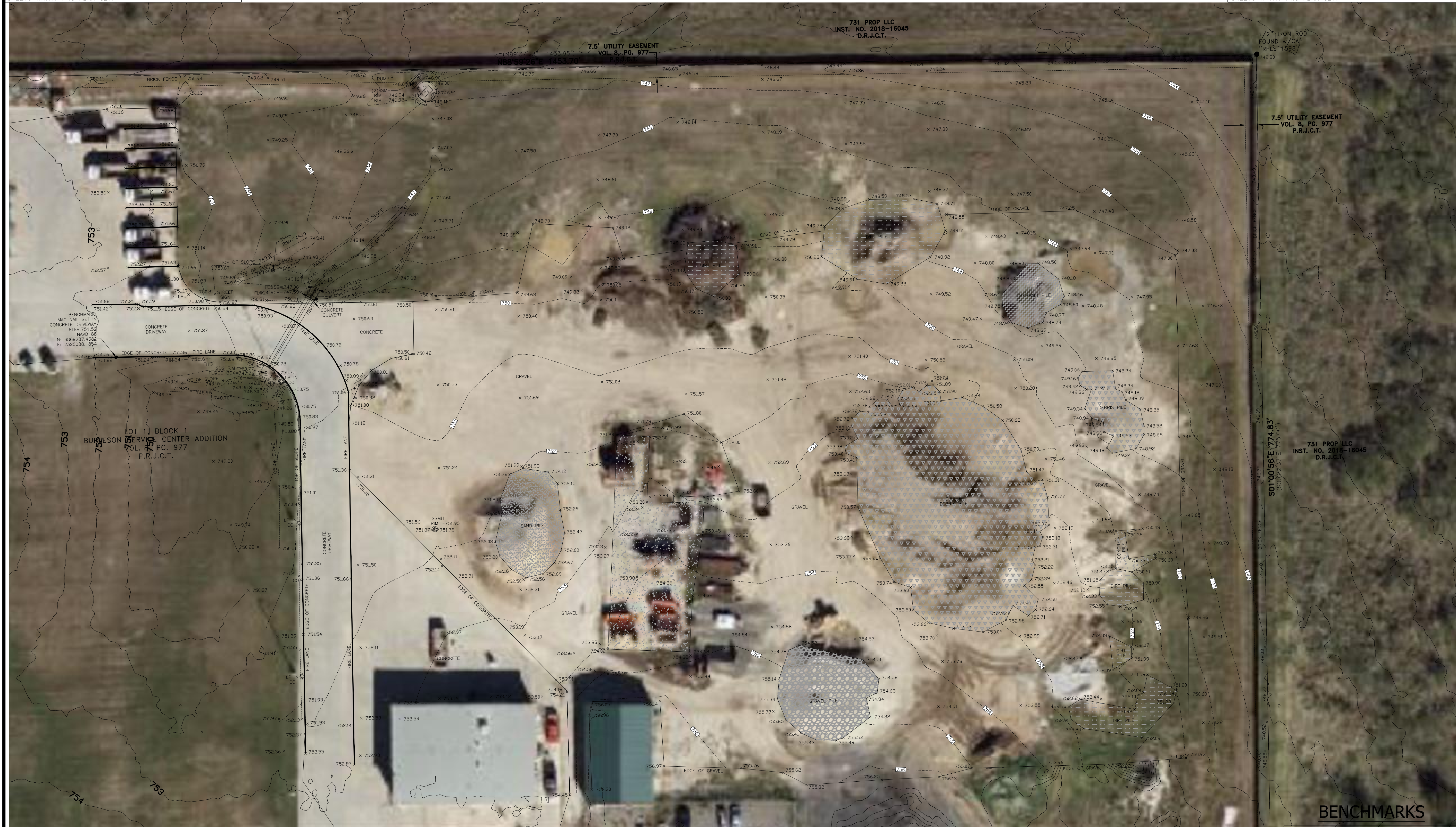
BURLESON
TEXAS

Public Works

CITY OF BURLESON SERVICE CENTER DETENTION POND DRAINAGE IMPROVEMENTS

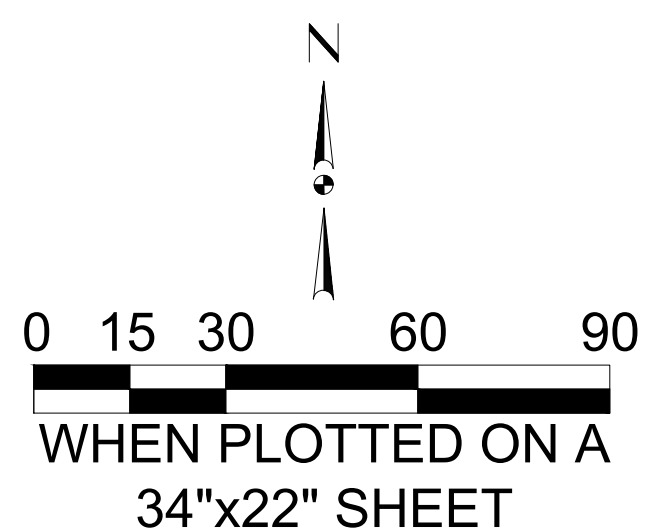
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BENCHMARKS

SITE BENCHMARK:
 BENCHMARK:
 MAG NAIL SET IN
 CONCRETE DRIVEWAY
 ELEV: 751.52
 VERTICAL DATUM: NAVD 88
 N: 2325088.1854
 E: 6869287.4382



Know what's below.
 Call before you dig.
 (@ least 48 hours prior to digging)

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SERVICE CENTER DETENTION POND
 725 SE JOHN JONES DRIVE
 BURLESON, TEXAS

Public Works Engineering-CIP Division

141 W. Renfro Street, Burleson, TX 76028 PH: Travis Attanasio (817) 426-9614 tattanasiob@burlesontx.com

No.	Date	Revision Description

PROJECT NO.: PK22206

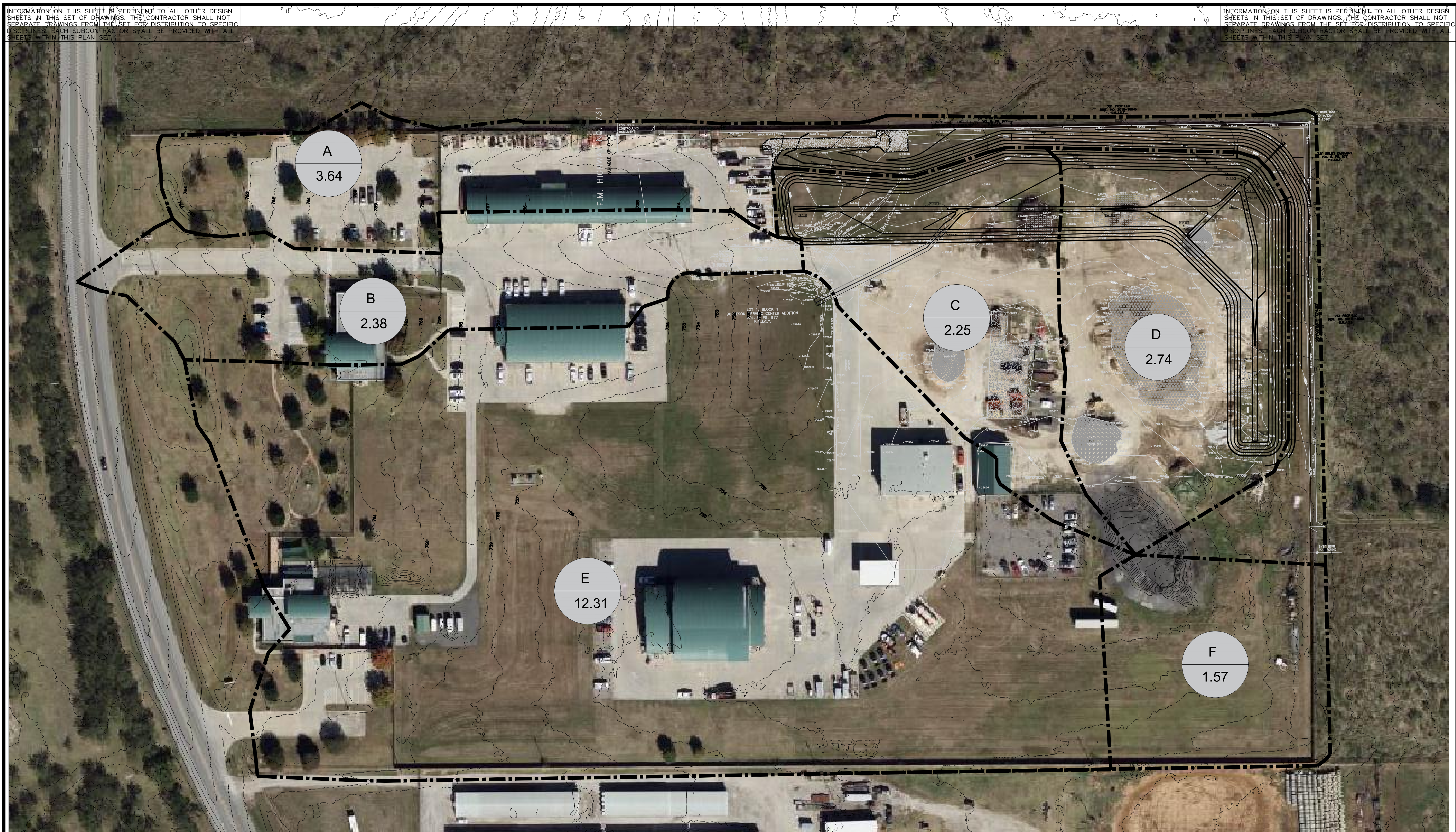


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SHEET NO.
C2 TOPOGRAPHIC SURVEY

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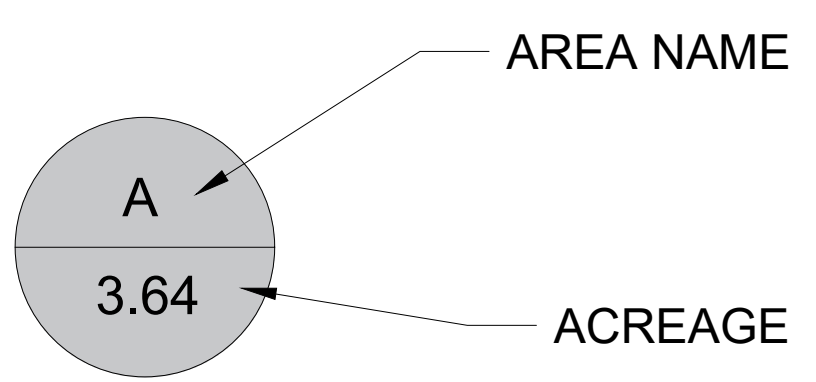
SERVICE CENTER DETENTION POND
725 SE JOHN JONES DRIVE
BURLESON, TEXAS

Public Works Engineering- CIP Division

141 W. Renfro Street, Burleson, TX 76028 PH: Travis Attanasio (817) 426-9614 tattanasioburlesonbx.com

No.	Date	Revision Description

PROJECT NO.: PK2206



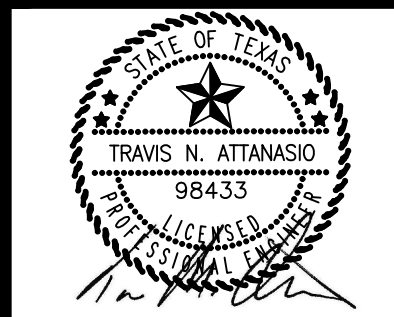
BENCHMARKS

SITE BENCHMARK:
BENCHMARK:
MAG NAIL SET IN
CONCRETE DRIVEWAY
ELEV: 751.52
VERTICAL DATUM: NAVD 88
N: 2325088.1854
E: 6869287.4382

BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.



Know what's below.
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SHEET NO.
C3 DRAINAGE
AREA MAP

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DEBO REESE DETENTION METHOD- Full Development					
Allowable Release - 100 year			Critical Duration - 100 year		
Acres	23.32	Qa	34.63	Tc	5
C	0.35	C	0.98	Vpreliminary	217321
Tc	20	A	20.82	P180	5.79
I	8.26	a	323.38	Ptd	4.44
Qa (Calculated)	67.44	b	23.875	Vmax	283374
Qa (Actual)	34.63	Td	71.5		6.51 ac-ft
Allowable Release - 25 year			Critical Duration - 25 year		
Acres	23.32	Qa	31.26	Tc	5
C	0.35	C	0.98	Vpreliminary	154844
Tc	20	A	20.82	P180	4.73
I	6.76	a	240.45	Ptd	3.46
Qa (Calculated)	55.18	b	21.847	Vmax	211690
Qa (Actual)	31.26	Td	61.0		4.86 ac-ft
Allowable Release - 5 year			Critical Duration - 5 year		
Acres	23.32	Qa	27.52	Tc	5
C	0.35	C	0.98	Vpreliminary	103387
Tc	20	A	20.82	P180	3.19
I	4.72	a	168.39	Ptd	2.23
Qa (Calculated)	38.52	b	19.272	Vmax	147553
Qa (Actual)	27.52	Td	50.1		3.39 ac-ft

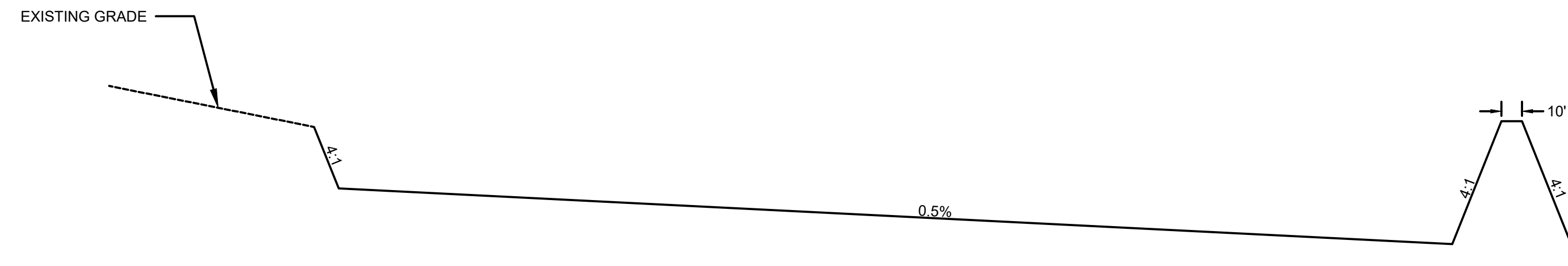
Note: A second (smaller) pond will be necessary to capture remaining Area F of Service Center if developed

POND STORAGE CALCULATIONS				Current		
Elevation	Surface Area, Increm Vol, cf		Cumul Vol, cf	5-yr elev	25-yr elev	100-yr elev
	sf	cf				
744	0		0	0.00		
745	13983	6991.5	6,992	0.16	N/A	N/A
746	32936	23459.5	30,451	0.70	N/A	N/A
747	49946	41441	71,892	1.65	N/A	N/A
748	61176	55561	127,453	2.93	N/A	N/A
749	68348	64762	192,215	4.41	748.31	N/A
750	75609	71978.5	264,194	6.07	N/A	749.27
751	83764	79686.5	343,880	7.89	N/A	N/A

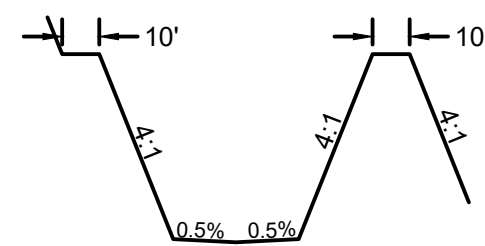
ORIFICE CALCULATIONS				
	5-yr allow	25-yr allow	100-yr allow	
	27.52	31.26	34.63	
Cd	0.6	0.6	0.6	
Dia (In.)	24.00	24.00	24.00	
Area (sq. ft.)	3.14	3.14	3.14	
H (ft.)	3.31	4.27	5.24	
Orifice 1 Q (cfs)	27.52	31.26	34.63	

Max Spillway Capacity Calculation	
Q=CIA	
C	0.98
I	14.81 in/hr
A	20.22 acres
Q	293.47 cfs

Cipoletti Weir Calculation	
Q=3.367*L*h^(3/2)	
L	87.2 ft
h	1 ft
Q	293.47 cfs



SECTION A-A



SECTION B-B

BENCHMARKS

SITE BENCHMARK:
BENCHMARK:
MAG NAIL SET IN
CONCRETE DRIVEWAY
ELEV: 751.52
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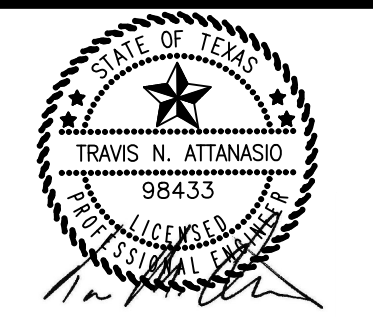


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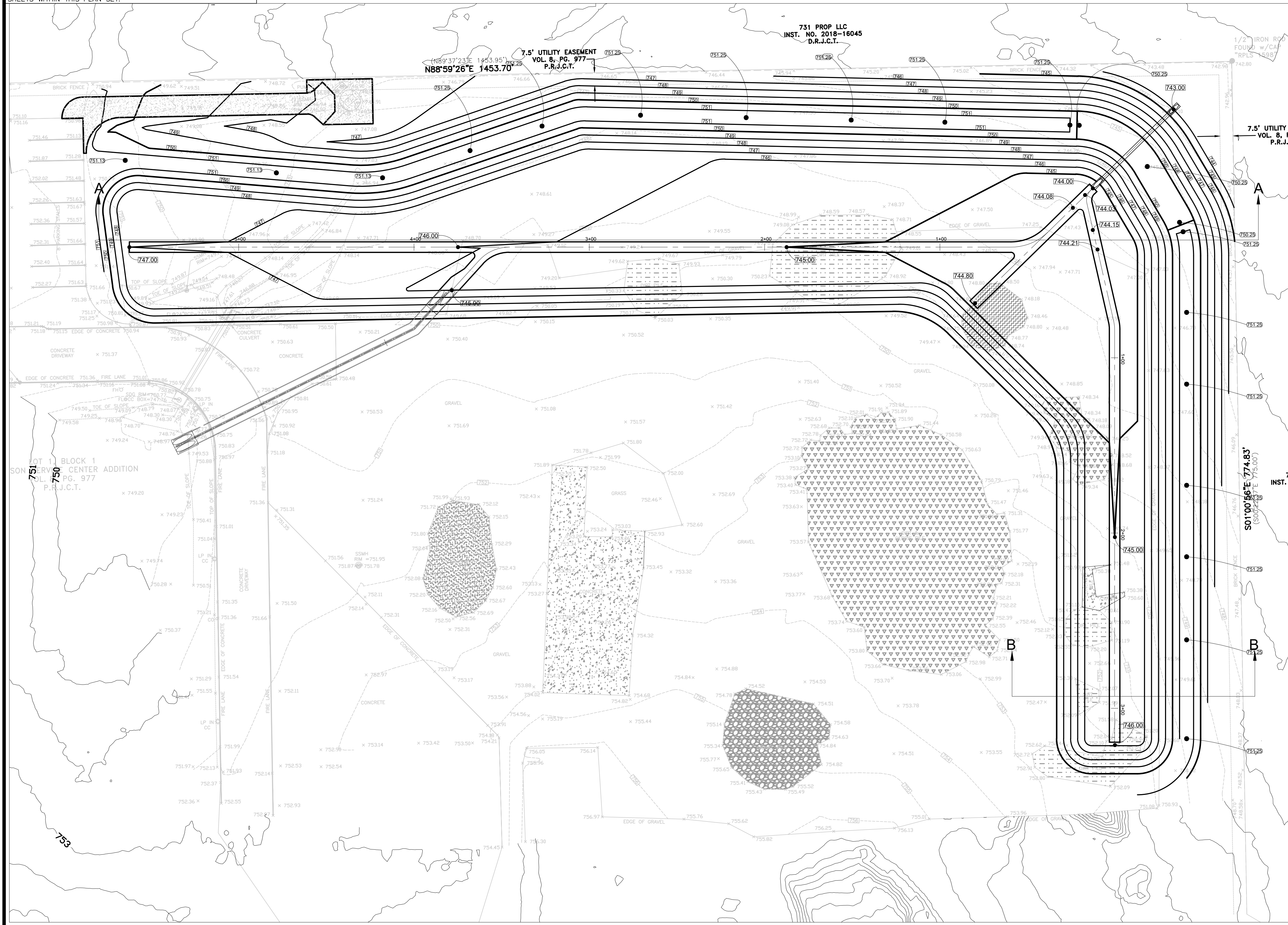
No.	Date	Revision Description



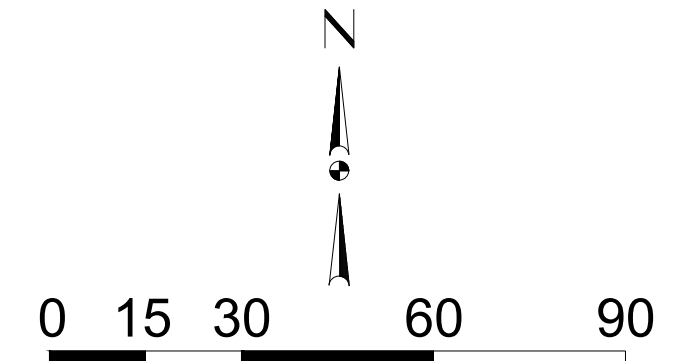
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VOLUME CALCULATIONS
 CUT - 136,418 cu. yds.
 FILL - 136,398 cu.yds.



BENCHMARKS

SITE BENCHMARK:
 BENCHMARK:
 MAG NAIL SET IN
 CONCRETE DRIVEWAY
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Public Works

THE CITY OF
BURLESON
 TEXAS

SERVICE CENTER DETENTION POND
 725 SE JOHN JONES DRIVE
 BURLESON, TEXAS

Public Works Engineering-CIP Division

141 W. Renfro Street, Burleson, TX 76628 PH: Travis Attanasio (817) 426-9614 tattanasio@burlesontx.com

No.	Date	Revision Description



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SHEET NO.
C5 GRADING
 PLAN

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.

2L Construction LLC
 Rhome, TX United States

Certificate Number:
 2024-1143912

Date Filed:
 04/09/2024

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

City of Burleson

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.

Project #: DR2301
 Service Center Drainage Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fisher, Harmon	Boyd, TX United States	X	

5 Check only if there is NO Interested Party.

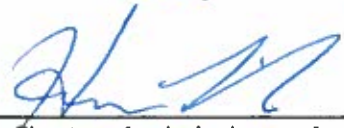
6 UNSWORN DECLARATION

My name is Harmon Fisher, and my date of birth is _____.

My address is 200 Boyd Business Pkwy, Boyd, TX, 76023, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Wise County, State of Texas, on the 9th day of April, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

Evaluation of Newspaper Services

COUNCIL POLICY AND VALUATION COMMITTEE

APRIL 17, 2024

Background

- In previous years, the City has exceeded the \$50,000 threshold that necessitates the competitive bidding process in accordance with both the Local Government Code and City Council Policy 36.
- The contract with Fort Worth Star Telegram was renegotiated in 2021, resulting in an overall decrease in expenditures. However, staff remains concerned that the \$50,000 threshold may be met or exceeded in the near future.
- This creates an opportunity to competitively bid the services for advertisement of official city notices, ensuring compliance with the Local Government Code and the potential for cost savings.

Purpose

- Compliance with the Competitive Bidding Requirements
- Identification of Cost Saving Measures

Overview

- Notable Challenges
- Local Government Code Requirements
- Competitive Bidding Requirements
- Historical Costs for Official City Notices
- Interlocal Agreements
- Cost Comparisons
- Other Methods of Outreach
- Next Steps

Notable Challenges

- Cost
- Bidding/Procurement



Local Government Code Requirements

Texas Local Government Code requires that notices be published in a newspaper. These notices include, but are not limited to:

- Advertisements for competitively sealed bids
- Election notices
- Items related to development
- Items related to water utilities
- Items related to zoning regulations
- Meeting notices
- Public hearings related to budget



In 2023, HB 622 would have authorized alternative media to satisfy the public notice requirements, including social media, free newspapers, school newspapers, a homeowners' association newsletter or magazine, utility bills, direct mailings and any other form of media authorized by the comptroller. The bill made it through the House Committee but failed to move on to vote by the house.

Local Government Code Requirements cont.

Texas Local Government Code also has stipulations related to the type of newspaper in which these notices may be published:

§2051.044 Type of Newspaper Required

- Devote not less than 25% of total column lineage to general interest items;
- Be published at least once each week;
- Be entered as second-class postal matter in the county where published;
- Have been published regularly and continuously for at least 12 months before the governmental entity or representative published notice; and
- A weekly newspaper that has been published regularly and continuously

The City currently uses the Fort Worth Star-Telegram to advertise legal notices.

Competitive Bidding

Advertisement of official city notices is not exempt from the competitive bidding requirement as outlined by the Local Government Code.

§ 252.021. Competitive Requirements for Purchases

Before a city enters into a contract for the purchase of most goods and services that require an expenditure of more than \$50,000 from one or more municipal funds, the city must:

- comply with statutory procedures for competitive sealed bidding or competitive sealed proposals, including high technology items or insurance;
- use the reverse auction procedure for purchasing;
- comply with certain statutorily prescribed methods of construction procurement

Historical Cost for Official City Notices

Fiscal Year	Transaction Count	Amount	Avg. Cost Per Transaction
2019-2020	82	\$99,633.95	\$1,215
2020-2021	62	\$82,944.11	\$1,338
2021-2022	100	\$73,465.04	\$735
2022-2023	82	\$43,190.10	\$527
2023-2024 (spend to date)	33	\$12,414.83	\$376

Factors to Consider:

- A contract with The Fort Worth Star Telegram (McClatchy Shared Services) was negotiated in 2021 and the rate being charged was reduced from market rate to \$6.06 per line + \$10.00 online publication fee.
- The May 2020 election, originally scheduled for fiscal year 2020-2021, was delayed to November 2021, aligning with the 2021-2022 fiscal year. This shift necessitated the re-issuance of legal notices and may have contributed to a higher-than-average number of transactions.

*Transaction count refers to the number of individual accounts that incur charges for each invoice

*This data was pulled from the Munis system and includes issued checks and P-Card transactions beginning in 2022

Historical Cost for Official City Notices

by Department/Division

Department/Division	Fiscal Year				
	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24 (to date)
City Secretary's Office	\$78,330.11	\$67,920.99	\$66,859.64	\$23,994.71	\$4,672.88
Engineering Capital	\$15,241.80	\$10,735.88	\$1,389.56	\$4,418.96	\$3,839.32
Purchasing				\$9,472.96	
Environmental Services	\$5,773.74				
Parks		\$2,302.04	\$1,663.60	\$1,666.20	\$1,690.44
Library			\$1,604.80	\$1,050.40	
Community Development				\$2,075.26	\$1,827.10
Police	\$288.30	\$542.16	\$1,367.80	\$203.92	
Cemetery Services		\$1,443.04			
Economic Development			\$579.64		
Engineering Development				\$146.19	\$385.09
Water/Wastewater Services				\$161.50	
Total	\$99,633.95	\$82,944.11	\$73,465.04	\$43,190.10	\$12,414.83

Interlocal Agreements

The Purchasing Division reached out to all cities whom we currently have interlocal agreements in place with. Of those who responded, only 2 had active contracts in place with McClatchy Advertising (Fort Worth Star Telegram) with terms that allowed cooperative agreements:

City	Contract?	Notes
Fort Worth	Y	Contract terms allow for cooperative contracts
Grand Prairie	Y	Contract terms allow for cooperative contracts
Hurst	N	No current agreement in place
McKinney	N	Currently using Star Local Media
North Richland Hills	N	No current agreement in place
Southlake	Y	Terms of current contract do not allow for cooperative purchases

Cost Comparisons

Cities Using The Fort Worth Star Telegram

CITY OF BURLESON
 ITB 2024-005 West Ellison Street & Parking Improvements
 Notice is hereby given that the City of Burleson is seeking proposals for West Ellison Street & Parking Improvements. The deadline for submission is December 20th, 2023 at 2:00PM CST. The bid opening will be virtual at 3:00PM. A link for the bid opening will be provided via Bonfire.
 A mandatory pre-bid meeting will be held November 28th at 10:00 am.
 The project includes: 10,105 SF of building demolition & asbestos abatement, 5,000 SY of off-street parking, on-street parking, 169 LF of 8" Water PVC, 119 LF of 6" water PVC, and streetscape elements. The Project has an expected duration of 270 calendar days.
 Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at the City's e-procurement system, Bonfire <https://burlesontx.bonfirehub.com/login> (registration is required) at no cost beginning November 9th, 2023. Any interpretations, corrections, clarifications, or changes to this Invitation to Bid will be issued via addendum. Addenda will be posted in Bonfire. It is the responsibility of the respondent to monitor the Bonfire website for addenda. Proposers shall acknowledge receipt of each addendum by submitting a signed copy with their submission. Oral explanations will not be binding.
 POSTED THIS the 9th day of November 2023, in the Burleson City Hall, 141 West Renfro, Burleson, Texas.
 W00000000
 Publication Dates

Current Contract	City of Fort Worth	City of Grand Prairie
\$6.06 per line	\$.44 per line	\$1.90 per line
\$10.00	\$15.00	\$5.00
Final Cost (2 runs): \$555.40	Final Cost (2 runs): \$52.84	Final Cost (2 runs): \$168.40

- February 5, 2024 – staff reached out to the Fort Worth Star Telegram to formally inquire about the potential of participating in a cooperative contract with the City of Fort Worth.
 - McClatchy Advertising was unwilling to honor Fort Worth’s price citing that they published significantly more ads compared to the City of Burleson.
- Staff also inquired about the possibility of establishing an agreement using the City of Grand Prairie cooperative contract.
 - McClatchy Advertising would not honor that agreement and that lowering our rate would not be possible.

Cost Comparisons

Fort Worth Star Telegram & Cleburne Times Review

CITY OF BURLESON

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POSTED THIS the 9th day of November 2023, in the Burleson City Hall, 141 West Renfro, Burleson, Texas.

W00000000

Publication Dates

Fort Worth Star Telegram

\$6.06 per line + \$10.00 online publication fee

Final Cost:

\$555.40

Invitation to Bid

CITY OF BURLESON

ITB 2024-005 West Ellison Street & Parking Improvements

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POSTED THIS the 9th day of November 2023, in the Burleson City Hall, 141 West Renfro, Burleson, Texas.

Cleburne Times Review

\$20 per column inch + \$17.00 online publication fee

Final Cost:

\$387.60

Other Methods of Outreach

In addition to publishing notices in the newspaper, the City also notifies citizens/customers via:

- The City website
- Social media
- Bonfire (bids and proposals)
- Letters/Postcards
- Everbridge/Constant Contact

Next Steps

Committee Discussion and Options

- Competitively bid advertisement of official City notices
 - Consider having a primary and secondary newspaper for legal notices and go under contract with both the Fort Worth Star Telegram & Cleburne Times Review
- Track spending with McClatchy and bring forward to City Council should we be certain the \$50,000 threshold will be reached.
- Go under annual contract with the Cleburne Times Review in an amount not to exceed \$50,000 and utilize them a long with the Fort Worth Star-Telegram.

Questions or Comments

City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard B. Abernethy, Administrative Services Director

MEETING: May 6, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the City's Newspaper Services for public and legal notices. (Staff Contact: Richard Abernethy, Administrative Services Director)

SUMMARY:

The City relies on local newspapers for publishing legal and public notices mandated by state law, covering competitive bids, election notices, developments, and public hearings for budget adoption.

Despite a renegotiated contract with the Fort Worth Star-Telegram (i.e. McClatchy) in 2021, costs have neared the \$50,000 threshold outlined in the Local Government Code and City Council Policy 36. This would require the city to competitively bid this service or find another procurement method such as a purchasing cooperative. Additionally, contracted prices with McClatchy are not competitive compared to neighboring cities.

Staff have explored options to save costs while adhering to state procurement laws. Three main options include: competitively bidding the newspaper service with primary and secondary newspaper choices, maintaining the current contract with the Fort Worth Star-Telegram while monitoring spending, or retaining the Fort Worth Star-Telegram while also utilizing the Cleburne Review Times for less prominent advertisements.

This item was presented to the City Council Policy and Valuation Committee on Wednesday, April 17th. The consensus was to competitively bid this service with the objective of selecting a primary and secondary newspaper for publishing legal notices.

RECOMMENDATION:

Competitively bid the newspaper service with the objective of selecting a primary and secondary newspaper for publishing legal notices.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

April 17, 2024 – the City Council Policy and Valuation Committee received a report, held a discussion, and provided staff feedback regarding newspaper services for publishing legal notices.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Richard B. Abernethy
Administrative Services Director
rabernethy@burlesontx.com
817-426-9662

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony D. McIlwain, AICP, CFM, Development Services Director

MEETING: May 6, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding Public Improvement Districts (PIDs) and Municipal Utility Districts (MUDs). *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)*

SUMMARY:

The purpose of the presentation is to 1:) provide an overview of Public Improvement Districts (PIDs) and Municipal Improvement Districts (MUDs) and 2:) receive direction from Council on possible changes to the City's existing PID policy and the possible creation of a MUD policy.

RECOMMENDATION:

Staff recommends working any proposed changes to the existing PID policy or the creation of MUD policy through an appropriate Council sub-committee.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

None

STAFF CONTACT:

Tony D. McIlwain, AICP, CFM
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Developer's Tools: Public Improvement Districts (PIDs) and Municipal Improvement Districts (MUDs)

CITY COUNCIL: MAY 6, 2024

Purpose

- Staff has held several discussions with developers regarding Public Improvement Districts (PIDs) and Municipal Utility Districts (MUDs).
- The purpose of this presentation is to:
 - Review the City's current PID policy and receive feedback from Council regarding revising or eliminating the policy, or leaving as-is.
 - Provide an overview of MUDs and receive general feedback from Council (e.g. consider on a case-by-case basis).

WHAT ARE PIDs and MUDs?

- A **Public Improvement District (PID)** is a defined geographical area established to provide specific types of improvements or maintenance which are financed by assessing property owners within the area. PIDs are authorized by Chapter 372 of the Texas Local Government Code.
- A **Municipal Utility District (MUD)** is a political subdivision created under Chapter 54 of the Texas Water Code and functions as independent, limited government. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities.
- Both PIDs and MUDs enable developers unique funding opportunity to develop properties that might otherwise prove challenging due to lack of available infrastructure.

WHAT ARE PIDs and MUDs?

- PID taxes may be spread out over a 20 year or greater time period, ending once the fees levied against a property have been paid in full.
- MUD taxes may be eliminated once the associated bond has been paid off, which can take up to 30 years.
- Both PIDs and MUDs can leverage debt. A PID can leverage debt through local elected officials and a MUD can leverage debt independently.

PIDs and MUDs

- Though similar in some respects, a Public Improvement District (PID) is not the same as a Municipal Utility District or MUD. While both have local taxing authority under the Texas tax code, the primary difference between the two lies in the intended use of any collected taxes.
- A MUD is created to finance, build and maintain infrastructure and services related to water, sewer, and drainage in areas that are otherwise unmanaged by local governments.
- MUD taxes are generally earmarked for water and sewer, PID revenue can be used for a variety of public community improvements, including parks, fountains, landscaping, and other non-utility enhancements.

WHAT TYPE OF PIDs ARE THERE?

- **Capital PID:** Construction of infrastructure to serve the development
 - **Reimbursement PID:** Developer funds construction and is reimbursed over time by the PID assessments.
 - **Bonded PID:** PID issues bonds that the developer uses for the construction and the bonds are repaid through the PID assessments.
- **Operations and Maintenance (O&M) PID:** Ongoing maintenance of improvements, such as parks and open space, entry features or any other feature that would qualify for PID funding.

Projects may include both capital and O&M PIDs.

WHAT CAN PID FUNDS BE USED FOR?

■ Public Improvement Projects that may include:

- Landscaping
- Fountains, lighting, signs, art, libraries
- Sidewalks, pedestrian malls
- Streets
- Parking
- Mass transportation facilities
- Water, sewer, or drainage facilities
- Parks
- Public relations/promotion of the district
- Administration or ancillary expenses

PIDs may only be used to fund improvements directly related to the development. They cannot be used to fund oversizing of infrastructure.



WHO IS INVOLVED IN THE DEVELOPMENT OF A PID?

All PIDs

- City Staff
- City Council
- Developer
- PID Administrator

Capital PIDs

- Real Estate Appraiser
- Bond Counsel
- Underwriter
- Underwriter's Counsel



BURLESON'S PID POLICY CONTENTS

Council approved a PID policy on November 12, 2018.

CONTENTS:

- Purpose and Intent
- PID Objectives
- Types of PIDs
- General Policies
- Steps in Establishing a PID
- Specifics for Capital PIDs
- Attachments
 - Process
 - Professional Services Agreement
 - PID Petition Requirements
 - Petition Template

POLICY OBJECTIVES

PID Consideration may be granted for projects that:

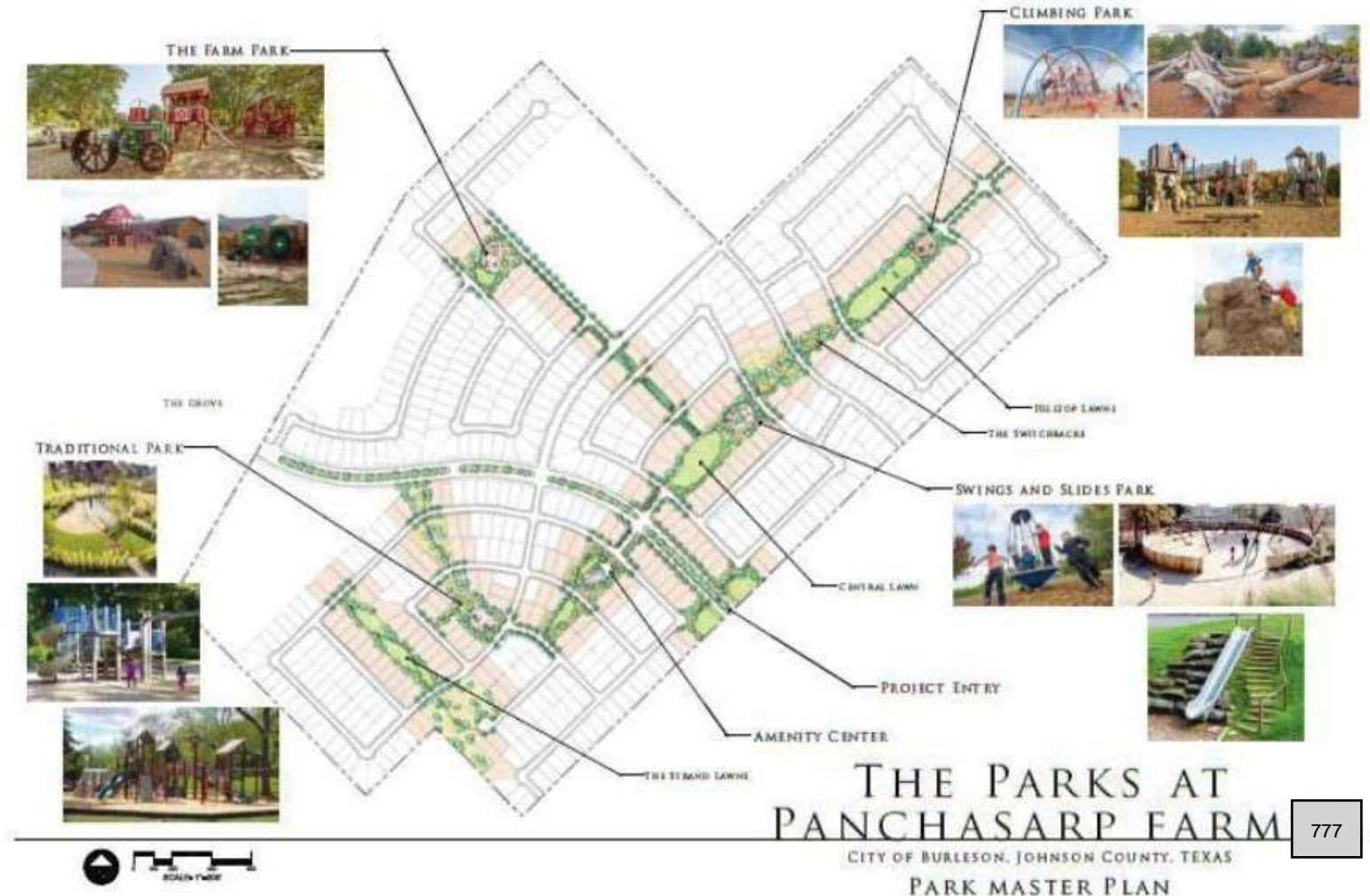
- Meet or preferably enhance the City's master plan, thoroughfare plan, water and wastewater plans.
- Advance the City's trail and park plans.
- Exceed the City's requirements for design, building standards, amenities and landscaping.
- Accomplish a particular housing objective or goal established by City Council.
- Are master-planned residential communities.
- Are within the ETJ that meet stated objective(s) provided the property owners agree to submit a petition for voluntary annexation into the City, if the City desires such annexation.
- Require public participation to materialize.

PID Limitations

- The current PID policy has a tax cap and requires a maintenance PID. The tax cap limits as follows: *the maximum assessment per \$100 valuation, when added to the total (City, County, School, etc.) tax rate, may not exceed the highest total tax rate in effect for any property in the City.*
- A maintenance PID does not fund capital costs for new projects.
- Once the special assessment is complete, the City will have to determine how to fund the ongoing maintenance costs [i.e. reassessment, city funded, or home owners association (HOA) funded].
- Due to these limitations, staff recommends considering PIDS on a case-by-case basis to better gauge prospective improvements and long-term costs.

THE PARKS AT PANCHASARP FARMS (PID JC - 1)

- Parkland dedication and plan exceeds the City's standards
- Capital and Maintenance PID
- Funds park improvements and maintenance
- Created February 2019



CHISHOLM SUMMIT

- Parkland dedication and plan exceeds the City's standards
- Capital and Maintenance PID
- Funds park improvements and maintenance



PIDs Pros and Cons

PROS

- PIDs are a useful funding mechanism for public improvements and infrastructure.
- PIDs provide parks and recreation facilities that can enhance the quality of life for residents.
- City has control of the PID and can require certain development standards.

CONS

- Property owners in PIDs pay special assessment for public improvements.
- Could potentially raise the purchasing price of properties within the PID as developer/builder can roll cost onto homebuyer.
- Requires on-going public/ private partnership with developer and subsequent homeowners.

Municipal Utility Districts (MUDs)

- MUDs have the authority to provide water, wastewater, drainage and other services to facilitate development within a city's corporate boundaries and extraterritorial jurisdiction.
- The funds used to construct a MUD's facilities are obtained through the public sale of tax-exempt municipal bonds. The MUD provides for the payment of the principal and interest on the bonds through its unlimited power to levy and collect ad valorem taxes on all taxable property in the MUD.
- Taxes are paid by homeowners and landowners in the MUD. Additionally, homeowners and other users pay monthly water and sewer fees to pay for the costs of operating and maintaining the system.

What Types of MUDs Are There?

- **General law MUDs:** A developer or a group of property owners petition the Texas Commission on Environmental Quality (TCEQ) for authorization to create a MUD for specified purposes. If any part of the MUD is located within a city's jurisdiction, the city council must also authorize the creation of the MUD.
- **Special law MUDs:** The Texas Legislature passes a bill to create a MUD. These MUDs do not require approval by the TCEQ.

How Are They Governed?

- TCEQ first appoints a five member board to govern the MUD.
- Residents of the District later vote in elections for the five positions, which is composed of residents within its boundaries.
- The Board makes decisions on all matters involved in owning, operating and maintaining the infrastructure within the MUD, providing services to its residents, and complying with state laws and TCEQ regulations.
- The Board may hire consultants to assist in the day-to-day operations of the MUD.

Can A MUD Be Annexed?

- A city can annex a MUD through a mutual agreement via a strategic partnership.
- Annexation cannot be a condition of approval of a MUD.
- A MUD can be annexed in its entirety; however, a partial annexation of a MUD territory is not allowed.
- A MUD can be part of a full purpose annexation.
- A MUD can be part of a limited purpose annexation.

Strategic Partnership Agreement

- Local Government Code Chapter 43 establishes the provisions for Strategic Partnership Agreements.
- It is essentially a written agreement between a city and a District. A Strategic Partnership Agreement can provide for annexation of a MUD into the city.
- In an annexation, the city would have to assume any outstanding MUD bonds and pay the debt back to the bond investors.
- The city and the MUD's governing bodies must provide proper notice to the public and conduct at least two joint public hearings prior to entering a Strategic Partnership Agreement. An Agreement may be extended for one 10-year period.

Full Purpose Annexation

- Territory would be incorporated in the city limits and will be provided full municipal services including emergency response, public facilities, and maintenance of roadways and stormwater/ drainage services. The city enforces all ordinances and assesses property taxes as well as sales taxes. Residents may vote in all city elections and hold office.
- A full-purpose annexation essentially dissolves the MUD by placing the district fully within the city boundaries and eliminating the need for a MUD governing board.
- This typically does not occur until the MUD debt is completely paid through the property owner assessments.

Limited Purpose Annexation

- Under limited-purpose annexation, the city may extend its planning, zoning, and health and safety ordinances within the territory. The property owners do not pay city property taxes, and do not receive municipal services. Residents can vote in City Council and charter elections, but not bond elections, and cannot run for office.
- In a limited-purpose annexation, the MUD continues to exist within the city's boundaries. A Strategic partnership agreement for this type of annexation must include the district's boundaries, functions, name, and, if the annexation will later become full-purpose, the procedure for ending the district. A municipality may also impose sales and use taxes within the district's boundaries.

MUDs Pros and Cons

PROS

- MUDs provide essential services like water, sewage, and drainage to communities that would not otherwise have access to them.
- MUDs provide parks and recreation facilities that can enhance the quality of life for residents.
- May lower development costs

CONS

- Living in a MUD can be more expensive than living in a municipality or county with a similar level of services.
- Property owners in MUDs typically pay higher taxes and fees to fund the operations of the district, and they may also be required to pay special assessments for specific projects or services.
- Assumes debt of MUD if annexed.

Recommendation

- Currently the City has a PID policy, but staff wants to discuss amending or eliminating the policy.
- Staff recommends this topic be delegated to the Council Policy and Valuation Committee for additional input/discussion.

Questions/ Comments

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City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Justin Scharnhorst, Assistant to the City Manager
MEETING: May 6, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding the city's legislative initiatives in preparation for the upcoming 89th session of the Texas Legislature. (Presenter: Snapper Carr, Focused Advocacy)

SUMMARY:

Focused Advocacy has been the City's legislative consultant since December 2020. At its February 20th City Council meeting, a twelve-month full-service contract was awarded to Focused Advocacy, extending the long-standing partnership. Through this, Focused Advocacy will assist the City in developing and implementing the City's legislative initiatives for the upcoming 89th session of the Texas Legislature. This discussion aims to outline the increased services per the existing contract terms and solicit feedback from the Council regarding specific actions that need to be implemented in the proposed plan.

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Council awarded a full service contract on February 20, 2024.

REFERENCE:

CSO – 5406-02-2024

FISCAL IMPACT:

N/A

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CITY OF BURLESON LEGISLATIVE AFFAIRS UPDATE

Snapper Carr, Brandon Aghamalian and Lynlie Hurd

May 6, 2024



A full-service public affairs firm delivering modern solutions to traditional challenges



- Preparing for the 89th Legislative Session
 - Session Key Date Timeline
- Burleson's Legislative Agenda Formation
- How to Effectively Advocate at the Legislature
 - Keys to success; Next Steps; Timelines
- Focused Advocacy's Role and Contribution to City of Burleson Efforts
- Questions / Comments?



PREPARING FOR THE 89TH LEGISLATIVE SESSION

- The time to start advocating and educating the Legislature and public on City of Burleson issues is now.
- Interim charges, issued by Lt. Gov. and Speaker are seen as a list of priorities for each chamber. Committees will hold hearings to discuss and study the charges. Often these discussions turn into bills once Session begins. This is a great opportunity for cities to engage – provide written testimony, communicate with delegation.
- Begin developing Burleson’s legislative agenda, **plan to adopt by October**. (Note this is earlier than in years past).
- Prepare advocacy plan – based on the issues in adopted agenda and anticipated issues.
- Stay in contact with legislative delegation and their staffs year around.



89th LEGISLATIVE SESSION TIMELINE

- April 11, 2024: Senate Interim Charges Announced. (House Charges TBD).
- May 28, 2024: Primary Runoff Election
- November 5, 2023: Election Day
- **November 11, 2024: Bill Pre-Filing Begins**
- **January 14, 2025: Session Convenes** (Speaker elected in the first 2 days)
- Late January / Early February 2025: Senate and House Committees are Named
 - Mid to Late February 2025: Committees Begin to Meet to Consider Legislation
- **March 14, 2025: Bill Filing Deadline**
 - *Early May Committee bill passage deadlines means committee process ends.*
- *June 2, 2025: Legislative Session Adjourns—**Sine Die!***



THE RELATIONSHIP BETWEEN CITIES & THE STATE

- Under Texas law, municipalities are considered “creatures of the state.”
- General Law Cities: may legislate at local level what state law *authorizes*.
- Home Rule Cities: may legislate at local level within the confines of their own local charter and the confines of state law *prohibitions*.
- Some of the *most* significant decisions impacting Texas cities (along with residents and businesses) are made by legislature, not municipal officials.
- Cities HAVE to “lobby the legislature” – be comfortable with it.



THE VOLUME OF ISSUES

- Property Taxes
- Sales Taxes, HOT taxes
- Court Fees
- Land Use (Zoning, permits)
- Franchise Fees (Phone, Cable, Gas)
- Rights of Way
- Impact Fees
- Oil & Gas Regulations
- Tax Rate Adoption Processes
- Texas Municipal Retirement System
- Annexation & ETJ
- Transportation Funding
- Economic Development Programs
- Air & Water Standards
- Municipal Court Operations
- Election Processes
- Purchasing and Procurement
- Police & Fire Operations
- Municipal Jail Operations
- Collective Bargaining
- Open Records
- Open Meeting



PREPARING FOR THE 89TH SENATE INTERIM CHARGES

Senate Interim Study Charges can be viewed here:

<https://www.ltgov.texas.gov/wp-content/uploads/2024/04/2024-Interim-Legislative-Charges.pdf>

City Related Senate Interim Study Charges include the following key issues:

1. Review of entire *property tax system* with recommendations and study of impacts of eliminating **ALL** property taxes and replacing revenue with a statewide funding system (Senate Finance Committee and Committee on Local Government);
2. Review of issues arising from *SB 2038 (ETJ Release bill)* “make recommendations to secure and enhance the protection of landowners’ property rights.” (Local Government);
3. *Housing Affordability* study that will make recommendations to reduce city “regulatory barriers” (Local Government);
4. Review of the *local Hotel Occupancy Tax (HOT)* and its authorized uses. (Nat. Res. and Eco Devo Committee);
5. Examine the impacts of *permanent cement production plants* on local communities. (Nat. Res. and Eco Devo);



PREPARING FOR THE 89TH SENATE INTERIM CHARGES

6. Ongoing review of *Transportation Funding* (focus on non-dedicated state and federal funds) (Transportation);
7. Review of “Autonomous Vehicle Safety” and ongoing operations and impacts on law enforcement (Transportation);
8. *Water System Reliability* and recommendations to “better equip systems to serve the public.” (Water, Ag, and Rural Affairs Committee);
9. *Review of state funds* created to provide water system (SB 28) and parks funding(SB 1648) opportunities to local governments;
10. Review of *local government spending of directly distributed Federal Funds* (ARPA)(Local Government).



ISSUES FROM LAST SESSION EXPECTED TO RETURN

Among the bills that didn't land on the Governor's desk were:

- A bill that would prohibit cities from hiring advocates or joining associations that advocate for their issues at the Capitol;
- A bill providing for the automatic disannexation of an area in a city not receiving full municipal services;
- Bills that would prevent cities from adopting regulations governing short-term rentals;
- Bills that would impose statewide neighborhood density standards by authorizing accessory dwelling units by right, preventing city regulation of small lots, and authorizing certain manufactured homes in any zoning district;
- Bills that would eliminate the use of certain debt instruments by a city, including certificates of obligation;
- A bill that would eliminate the so-called “fire truck provision” of the property tax rate setting process, giving small cities flexibility when adopting their tax rates; and
- A bill that would source all city sales taxes to the location where goods are received by the consumer.

DEVELOPING THE CITY AGENDA



CITY ADVOCACY PROCESS



- Council must authorize a position to be taken and adopt an official agenda to guide our efforts.
- We take our direction from city management via the adopted council positions and agenda items.
- Our workflow, direction and oversight comes from CMO and the Council authorization – nowhere else.



TML LEGISLATIVE PRINCIPLES

The TML approach to the 2023 session is guided by principles that spring from a deeply rooted TML legislative philosophy:

- The League will vigorously oppose any legislation that would *erode the authority of Texas cities to govern their own local affairs.*
- Cities represent the level of government closest to the people. They bear primary responsibility for provision of capital infrastructure and for ensuring our citizens' health and safety. Thus, *cities must be assured of a predictable and sufficient level of revenue and must resist efforts to diminish their revenue.*
- The League will *oppose the imposition of any state mandates* that do not provide for a commensurate level of compensation.



AGENDA FORMATION PROCESS

- Develop an agenda coordinated with Council priorities.
- We ask two questions. Does the initiative:
 - Increase/improve/protect/maintain city services?
 - Accomplish a city goal/objective?
- Develop a process that:
 - Maximizes our knowledge/insights, and
 - Coordinates with other stakeholders/assets.



OPPORTUNITIES TO ADVOCATE DURING SESSION

1. Bill Filing: Provide feedback to the bill author office and members of your delegation once the bill is filed.
2. Before the Hearing: Share concerns/comments informally once the bill has been set for a hearing (not an “official” part of the process).
3. Committee Hearings (both chambers): This is the only chance for public input to be apart of the “official record.” Options include registering *For, Against, or On* a bill, submitting written testimony, and/or testifying in person (almost all committees limit testimony to 2 minutes per individual).
4. Calendar Process: Calendars (House); 3/5 Rule (Senate)
5. Floor Debate (both chambers)
6. Governor’s Action Signature/Veto



LEGISLATIVE COMMITTEES

- Committees are the backbone of the process. The vast majority of work occurs at this level. Most bills that will become law will be considered in committee by late-April.
- It is important to closely track bills and committee agendas and register/submit testimony on the date the hearing is held. Focused Advocacy and TML also provide periodic updates on key hearings/bill movement. We also meet collectively with statewide city IGR professionals to determine coordinated actions bills of support and opposition.
- Chairmen of committees wield almost unilateral power.
- Committees will post notice of a public hearing, almost always with a list of bills it will consider for that date. This can be a very chaotic and constantly changing process due to the ability to “suspend” posting requirements and other rules overseeing bill consideration.
- Committees are not required to vote on a bill or even to set the bills for hearing. Most bills die in committee without an actual vote.



KEYS TO SUCCESS

- Tell your story – how does this bill affect Burleson? (Impacts on services, residents, businesses, local efforts/planning)
- Increase citizen and business involvement to understand and support your positions.
- Use the power you have: the council agenda and the stakeholders you work with every week to foster a spirit of collaboration and partnership.
- Maintain communication with Burleson legislative delegation (it's a partnership).
- Personalize your communications – Include specific data as it relates to Burleson.
- Make the City a resource – provide helpful information.
- Respond quickly – the legislative process moves very quickly, especially toward the end.



ROLE AND CONTRIBUTION BY FOCUSED ADVOCACY TEAM

Strategy: Our team functions as an *extension of City staff*. We work alongside you to develop legislative strategies to achieve the City's goals.

Advocacy: The Focused Advocacy team has decades of experience in advocating before Texas legislative and executive bodies. We work hard to defend clients against detrimental legislation and support legislation beneficial to cities. We have a proven track record of success in both proactive and defensive efforts.

Seeking Proactive Bills or Amendment: We will work to pass statutory language specifically for the City of Burleson either via an introduced bill or amendment to bills in the process.

Communication & Monitoring:

- **City Clearinghouse Calls:** As part of our service to city clients, we hold bimonthly Clearinghouse Calls to provide updates on happenings in State government and alert clients of upcoming issues. Additionally, these clearinghouse calls allow for our client cities to communicate with one another to discuss mutually impactful issues. These calls are held every other week during the interim and weekly during the Session.
- **Newsletters, Alerts, and Bill Tracking:** We provide our clients with real-time alerts on legislative actions, agency rulemaking, and other important breaking news. We also publish a biweekly newsletter (released Tuesdays and Fridays) that incorporates various items of interest to cities. In addition to “General Municipal Bill Tracking” and a “Burleson Bill Track”.



FOCUSED ADVOCACY PROVIDED SERVICES AS PART OF CITY ENGAGEMENT

<p>Develop Testimony & Schedule Witnesses</p>	<p>Monitor committee hearings Draft talking points Research Meetings with Legislative staff</p>	<p>Session</p>
<p>Monitor Rules and Advocate Before State Agencies</p>	<p>Monitor Texas Register Analysis of rules Meetings with agency personnel</p>	<p>All Year</p>
<p>Draft Bills, Amendments & Secure Sponsors (Tracking)</p>	<p>Monitor filed legislation Analysis & Research Memo preparation Statutory research Meetings with city hall staff</p>	<p>Session</p>
<p>Coordinate Issues with TML, Other Cities & Other Stakeholders</p>	<p>Meetings with TML Meetings with other city affiliate groups Meetings with adversaries and other groups Build coalitions to support/educate city issues</p>	<p>All Year</p>
<p>Execute a Plan to Build Relationships with Legislature and Staff</p>	<p>Arrange meetings with legislators Apprise city of opportunities and political events Host events at Focused Advocacy offices</p>	<p>All Year</p>
<p>Attend Council Meetings to Provide Briefing/Update Reports</p>	<p>Attend meeting Prepare presentations</p>	<p>All Year</p>



FOCUSED ADVOCACY FACILITATED SERVICES

SCOPE OF SERVICE	TASKS	SCHEDULE
Identify issues during Interim	Monitor interim committee Attend interim hearings Report findings to clients	Interim
Represent City during Session	Advocate city adopted positions Monitor committee hearings Monitor legislation Attend stakeholder meetings	Session
Formulate City's Legislative Program	Attend meetings at city hall and work with city staff Review past legislative efforts Research issues Confer with City IGR staff Confer with legislators Monitor TML Monitor other cities Monitor other organizations	Spring Summer Fall Even Number Years
Communicate City's Legislative Program to Delegation & Legislature as Whole	Meet with key legislators Meet with Capitol staff	Starting Fall of Even Number Year and into Session



NEXT STEPS

- Identify top priorities for City (we will work with Council & CMO but this falls mainly on the client to determine).
- Due diligence phase: FA conducts legal and policy research.
- Initial outreach phase: work with stakeholders (other cities, other groups (supporters & opponents), legislature, agencies, etc.).
- Execute on formulated plan and expect changes (flexibility).

**THANK YOU
QUESTIONS?**

FOCUSED  **ADVOCACY**