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

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

**1. CALL TO ORDER**

Invocation - Rusty Gilliam, Senior Pastor at Cross Roads Baptist 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

B. Presentations

- Recognition of the City of Burleson 101 Civic Academy Class (Recipients: 2025 Class)

- Recognition of the Community Emergency Response Team (CERT) on their FEMA Region VI award (Recipients: Joe Laster, Emergency Operations Manager and CERT members)

- Receive the Life Saver Award from the Chisholm Trail 100 Club for those involved in the tower rescue on 01/24/2025.

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

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**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 in to 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 and take possible action on the minutes from the May 27, 2025 special council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B. Consider and take possible action on an interlocal agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit (SCU) with the County of Johnson, Johnson County District Attorney's Office, Johnson County Attorney's Office, Johnson County Sheriff's Office, and the participating cities of Alvarado, Burleson, Cleburne, and Joshua. *(Staff Contact: Chief Billy Cordell, Police Department)*
- C. Consider and take possible action on the Third Amendment to the Engineering Services Contract (CSO#5029-03-2023) with Kimley-Horn and Associates for design of the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project in the amount of \$379,850.00, for a total contract amount of \$1,563,745.00. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*
- D. Consider and take possible action on a permanent Oncor Electric Delivery Company Easement associated with the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project located on Industrial Park Boulevard. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*
- E. Consider and take possible action on an interlocal agreement with Johnson County Special Utility District (JCSUD) regarding placement of JCSUD water facilities within the Chisholm Summit Master Planned Community, Phases 1-3. *(Staff Contact: Michelle McCullough, Development Services Deputy Director/City Engineer)*
- F. Consider and take possible action on a contract with Johnson Fitness and Wellness through a vendor purchasing agreement for the purchase of cardio and strength fitness equipment at a total price of \$18,568.79. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

- G. Consider and take possible action on a contract with Johnson Fitness and Wellness through Buyboard cooperative purchasing agreement number 764-25 for the purchase of cardio and strength fitness equipment at a total price of \$90,498.60. (Staff Contact: Jen Basham, Director of Parks and Recreation)

## **6. DEVELOPMENT APPLICATIONS**

- A. 185 NW John Jones DR, Suite 150 (Case 25-095): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "C, Commercial", to "C, Commercial" with a Specific Use Permit for a Liquor Store". (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 4-2)

## **7. GENERAL**

- A. Consider and take possible action on a project with Kraftsman for the replacement of the Indoor Pool Playstrcutrure at a total price of \$443,674.21. (Staff Contact: Jen Basham, Director of Parks and Recreation)

## **8. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff direction on an overview of the Mayor Vera Calvin Plaza policy. (Staff Contact: Joni Van Noy, Economic Development Coordinator)
- B. Receive a report, hold a discussion, and provide staff direction regarding the implementation of a Façade and Corridor Enhancement Grant Program. (Staff Contact: Alex Philips, Economic Development Director)
- C. Receive a report, hold a discussion, and provide staff direction on the Alternate Water Supply Feasibility Study. (Staff Contact: Errick Thompson, Director of Public Works)

## **9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS**

This is a standing item on the agenda of every regular meeting of the City Council that allows the City Council to receive reports, hold discussions, and give staff direction regarding any legislative matters pertaining to the 89th Texas legislative session. Additional action items may be specifically listed below when required.

- A. Receive an update and hold a discussion regarding the 89th legislative session. (Staff Contact: Janalea Hembree, Assistant to the City Manager)

## **10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS**

## **11. 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. The City Council may reconvene into open session and take action on posted items.

- 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 Cause CC-E20250018, *City of Burleson, Texas v. ZL & SKY, LLC, and First National Bank of Burleson*, in the County Court at Law No. 1, Johnson County, Texas
- Receive a report and hold a discussion regarding Case D-1-GN-23-007785, *City of Grand Prairie, Texas, et al., v. State of Texas*, in the District Court, 261<sup>st</sup> Judicial District, Travis County, Texas, and ETJ release petitions in the city
- Receive a report and hold a discussion regarding Case 23-0767, *Shana Elliott, et al., v. City of College Station, Texas, et al.*, in the Supreme Court of Texas, and ETJ release petitions in the city
- Receive a report and hold a discussion regarding S.B. 2237 (2025) and employment agreements with executive employees

**B. Personnel Matters Pursuant to Section 551.074, Texas Government Code**

- Hold a discussion and conduct an evaluation of the City Manager
- Hold a discussion and conduct an evaluation of the City Secretary

**12. ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 28th of May 2025, by 6:00 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.



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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Monica Solko, Deputy City Secretary  
**MEETING:** June 2, 2025

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**SUBJECT:**

Consider and take possible action on the minutes from the May 27, 2025 special council meeting. *(Staff contact: Monica Solko, Deputy City Secretary)*

**SUMMARY:**

The City Council duly and legally met on May 27, 2025 for a special council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Monica Solko TRMC  
Deputy City Secretary  
[msolko@burlesontx.com](mailto:msolko@burlesontx.com)  
817-426-9682

**BURLESON CITY COUNCIL SPECIAL MEETING  
MAY 27, 2025  
DRAFT MINUTES**

**ROLL CALL**

**COUNCIL PRESENT:**

Victoria Johnson  
Phil Anderson  
Alexa Boedeker  
Chris Fletcher  
Larry Scott  
Dan McClendon  
Adam Russell

**COUNCIL ABSENT:**

**Staff present**

Tommy Ludwig, City Manager  
Harlan Jefferson, Deputy City Manager  
Amanda Campos, City Secretary  
Monica Solko, Deputy City Secretary  
Allen Taylor, City Attorney  
Matt Ribitzki, Deputy City Attorney

**1. CALL TO ORDER – 9:00 A.M.**

Mayor Fletcher called the meeting to order. **Time: 9:01 a.m.**

**2. CITIZEN APPEARANCES**

- None

**3. GENERAL**

**A. Minutes from the May 19, 2025 regular council meeting. (*Staff contact: Monica Solko, Deputy City Secretary*)**

Motion made by Victoria Johnson and seconded by Adam Russell to approve.

Motion passed 7-0.

**4. REPORTS AND PRESENTATIONS**

**A. Receive a report, hold a discussion, and provide staff direction regarding the CAD Implementation Strategy. (*Staff Contact: James Grommersch, Chief Technology Officer*)**

James Grommersch, Chief Technology Officer, reported on the CAD implementation strategy to the city council. Presentation included history, deployment update, complexity of CAD Enterprise, modernization options overview, benefits of OSSI Cloud, cloud upgrade, and re-allocation of ARPA funding.

Option	Hosting	Learning Curve	Cost Outlook	Infrastructure Impact	Key Benefit
1. CAD/RMS Enterprise	Locally Hosted	High (18-36 months)	~\$988,000 implementation  +high recurring licensing fees  Additional hardware requirements	40+ servers for full stack  1/3 of total IT server infrastructure	Complex resource-heavy solution  Better suited to large agencies
2. OSSI CAD/RMS Enhanced	Locally Hosted	None	Avoids \$988,000 Implementation  Cost \$60K/year reoccurring savings  \$580K infrastructure/licensing savings	Node count drops from 16-to 12  Reduced local footprint  Reduces Microsoft licensing	Familiar system  Targeted enhancement  Limited staff disruption
3. OSSI CAD/RMS Cloud <i>(recommended)</i>	Cloud Hosted	None to Minimal	Avoids \$988,000 implementation  \$580K infrastructure/licensing savings  Same annual cost as Enterprise with credits	Eliminates local infrastructure burden  All benefits of enhanced as well	High availability Disaster Recovery  24/7 Security Operations Center  Licensing efficiencies

Staff recommends option 3: transitioning to OSSI Cloud, supporting both CAD and RMS operations. Although the five-year reoccurring cost structure slightly exceeds Enterprise's reoccurring cost structure, the City:

- Avoids \$988,000 in implementation expenses.
- Applies a \$225,000 credit toward cloud transition costs
- Gains superior system resiliency, scalability, and future readiness
- Offloads internal infrastructure and support responsibilities
- Aligns with CentralSquare's renewed commitment to OSSI for mid-sized agencies

Council asked about continuing system support of the OSSI Cloud if there is business change again. Mr. Grommersch stated that continued system support would be in the contract which is scheduled to be brought forward to Council in June, if council was in favor. Council was in favor of cancelling the CAD Enterprise contract and moving forward with staff recommendation of transitioning to the OSSI Cloud.

**B. Receive a report, hold a discussion, and provide staff direction regarding the budget calendar, tax rate, capital improvement program, and 5-year forecast for the General Fund, Water and Wastewater Fund, 4A Fund, 4B Fund (In combination with Golf and Park Performance Funds), and TIF2 Fund (Tax Increment Financing). (Staff Contact: Gloria Platt, Director of Finance)**

Gloria Platt, Director of Finance, presented upcoming budgetary items to the city council. Presentation included budget calendar, tax rate, budget, debt issuance, tax rate strategies, CIP update, general fund, water and wastewater fund, 4A fund, 4B fund, PPF fund which includes golf, athletic fields and Russell Farm and TIF2 funds.

Council was in favor of:

- Adding a Special Council Meeting on September 8, 2025 at 5:30 p.m.
- Adopting a calendar with the tax rate does not exceed the Voter Approval Rate

Randy Morrison, Capital Engineering Director, presented the reviewed CIP for FY 25-29. Presentation included revised CIP with increased tax rate and maintaining current projects.

Ms. Platt continued with the 5-year General Fund operation forecast.

Council was in favor of:

- Increasing I&S rate to 5.47¢
- Increasing M&O rate to 3.5%
- Keeping the 5% homestead exemption
- Requested outreach and education for residents on the increases
- Requested staff to continue searching for way to offset costs with grants

Tommy Ludwig, City Manager, stated that the requested rate increases were based on the current tax rate and are subject to change.

Mr. Morrison continued with the water and sewer CIP proposed updates. Presentation included current CIP, revised CIP, and rate increase.

### **RECESS AND BACK TO ORDER**

Mayor Chris Fletcher recessed for a short break at 10:13 a.m. and called the meeting back to order at 10:25 a.m. with all members present.

Ms. Platt continued with the 2025 water and wastewater rate study and financial forecast.

Council was in favor of the proposed modified CIP plan and to proceed with the proposed water and sewer rate increase (a consistent steady rate increase (moderate in nature)).

Mr. Morrison continued with the 4A CIP FY25-FY30 update and Ms. Platt continued with the 4A operating forecast. The Finance Committee recommending keeping Hulen Street widening project funded with Government CIP GO/CO bonds.

Council was in favor of shifting the full project (Hulen Street widening project) back to the General Government CIP.

Jen Basham, Director of Parks and Recreation, gave an update to the 4B CIP FY 25-FY30. Presentation included redline CIP (Finance Committee recommendations), Brick operations, Athletic Fields operations, and Russell Farm operations.

Ms. Platt continued with the forecasts for all park operations including athletic fields, Russell Farm, golf, and 4B operating.

Council was in favor of the 4B CIP update without the Russell Farm Welcome Center. Move the Mistletoe Park into one project (combine bathroom and replacement upgrades) in 2027. Council asked for a quote for bathroom update at Russell Farm Chesapeake.

Ms. Platt continued with the TIF CIP update had no changes. The operating forecast had debit service and changes in fund balance. Staff anticipates the reappraisal plans have additional impact on the TIF because there are limited opportunity for new construction. There were no questions from Council.

Ms. Platt continued with the Debt Issuance calendar for CO's for water and wastewater issuance for the 2024 CIP.

### **RECESS AND BACK TO ORDER**

Mayor Chris Fletcher recessed for a short break at 11:19 a.m. and called the meeting back to order at 11:29 a.m. with all members present.

#### **C. Receive a report, hold a discussion, and provide direction regarding a stormwater utility and street maintenance fee. (*Staff Contact: Justin Scharnhorst, Deputy Director of Public Works*)**

Erick Thompson, Director of Public Works, introduced Trey Shanks with Freese and Nicholas to make the presentation. Mr. Shanks presented the stormwater utility fee to the city council. Presentation included stormwater utility fee overview, determination of the fee assessed, property analysis, examples of residential and non-residential impervious area with rate structures (flat or tiered) and cost of service. Timeline for implementation including outreach and billing would be in FY 2026.

Council was in favor of:

- Fee Structure – tiered rates for residents (\$8.00)
- New crew (3 workers + 1 leader)
- No exemptions
- Public outreach
- Signage while working on projects and vehicles (“stormwater funds at work”)

Mr. Shanks continued with street maintenance fee. The committee recommendation was to table the street maintenance fee to a later date.

Council was in favor of not pursuing a street maintenance fees at this time.

### **RECESS AND BACK TO ORDER**

Mayor Chris Fletcher recessed for a short break at 12:57 p.m. and called the meeting back to order at 1:06 p.m. with all members present.

**D. Receive a report, hold a discussion, and provide staff direction on the City Manager's recommendation for vehicle and equipment purchases using the Equipment Replacement Fund for FY 2026. (Staff Contact: Errick Thompson, Director of Public Works)**

Errick Thompson, Director of Public Works, presented the equipment replacement fund for FY 2026 to the city council. Presentation included background, policy overview, internal review, replacement eligibility criteria, factors to consider warranty coverage comparison, funding overview and next steps.

There were no questions from council. Council was in favor of the committee recommendation for procuring the vehicles through cooperative purchasing agreements for FY2026.

**E. Receive a report, hold a discussion, and provide staff direction regarding the Texas Municipal Retirement System (TMRS) and the New Non-Retroactive Cost of Living Adjustment (COLA). (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)**

Cheryl Marthiljohni, Director of Human Resources, gave an overview of the TMRS. Ms. Marthiljohni introduced Anthony Mills, TMRS Director of Education Services. Mr. Mills presented the TMRS new non-retroactive COLA to the city council. Presentation included background, plan change study non-retro COLA, new repeating COLA option available to cities, and retro vs. non-retro calculation. Ms. Mathiljohni continued with impact to retirees, employees, and city including feedback from employees and retirees.

The council was in favor of option 1, maintain the 70% COLA calculation as the current retro COLA.

**5. ADJOURN**

Motion made by Adam Russell and seconded by Victoria Johnson to adjourn.

Mayor Chris Fletcher adjourned the meeting.

**Time: 2:08 p.m.**

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Monica Solko  
Deputy City Secretary

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**City Council Regular Meeting**

**DEPARTMENT:** Police  
**FROM:** Billy Cordell, Chief of Police  
**MEETING:** June 2, 2025

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**SUBJECT:**

Consider and take possible action on an interlocal agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit (SCU) with the County of Johnson, Johnson County District Attorney's Office, Johnson County Attorney's Office, Johnson County Sheriff's Office, and the participating cities of Alvarado, Burleson, Cleburne, and Joshua. (*Staff Contact: Chief Billy Cordell, Police Department*)

**SUMMARY:**

The Participating Government Entities seek to form an agreement for cooperation and mutual aid in the investigation, apprehension, and prosecution of persons involved or associated with certain major criminal activities including but not limited to homicide, sexual assault, robbery, and homeland security, as well as activities related to the manufacture, transportation, distribution, sale, transfer or possession of controlled substances and illegal narcotics or other illegal drugs.

Burleson agrees to provide two sworn peace officers and one administrative position to the STOP SCU subject to available staffing as determined by the Chief of Police. The assigned sworn peace officers and administrative personnel are on loan to the STOP SCU and are a part of the Police Department's base budget.

**RECOMMENDATION:**

Staff recommends approval of the agreement.

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

January 06, 2025 – Regular Council Meeting consent agenda item pulled from agenda due to error in proposed MOU.

**REFERENCE:**

NA

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: Already part of base budget.

Account Number(s): 1012001 - 50001

Fund: NA

Account Description: Salaries

**STAFF CONTACT:**

Billy Cordell

Chief of Police

[bcordell@burlesontx.com](mailto:bcordell@burlesontx.com)

817-426-9913





# Burleson Police Department

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STOP SCU Interlocal Agreement

# Stop the Offender Program (STOP) Special Crimes Unit (SCU)

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- The STOP/SCU program is multi-jurisdictional group of agencies working together to investigate major criminal activity in and around Johnson County including, but not limited to:
- Homicide, assault, robbery, and illegal narcotics
- Participating agencies include County of Johnson, Johnson County DA, Johnson County CA, Alvarado, Burleson, Cleburne, and Joshua

## Stop the Offender Program (STOP) Special Crimes Unit (SCU)

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- This agreement updates the previous agreement from October 03, 2006
- Due to participating entities having significant administration changes over the life of the previous agreement, the Board of Directors requested to update the interlocal agreement.
- The previous STOP/SCU agreement had the Johnson County District Attorney Chair the Board by default. This agreement allows the Board to select the Chairperson.

# STOP/SCU Funding

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- STOP/SCU is funded by Johnson County
- Johnson County provides office/ storage space through the Sheriff's Department
- The Johnson County Auditor's Office collects, holds, and disburses funds on behalf of the STOP/SCU
- Seized funds are awarded to the STOP/SCU unless there are specific Agency requests at time of seizure from joint investigations

# Participating Agency Staffing Contribution Goals

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- The participating agencies staffing personnel goals to the STOP/SCU are:
  - Johnson County – 5 sworn peace officers & 1 administrative person
  - Alvarado – 1 sworn peace officer
  - Burleson – 2 sworn peace officers & 1 administrative person
  - Cleburne – 2 sworn peace officers
  - Joshua – 1 sworn peace officer
- Assigned personnel are on loan to the STOP/SCU from the respective agencies
- Assigned Burleson personnel are subject to available staffing as determined by the Chief of Police and are a part of the Police Department's base budget

# Requested Action

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- Approve interlocal agreement with Johnson County and the participating agencies
- Deny interlocal agreement with Johnson County and the participating agencies
- Staff recommends approval of the agreement

# Questions / Comments

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**Interlocal Agreement for the Operation of the**  
**Stop the Offender Program (S.T.O.P.) Special Crimes Unit**  
**(2025)**

**1. IDENTITY OF AGREEMENT AND PARTIES**

- 1.1 This Agreement is made on the date of the last party's signature to this agreement and is between the County of Johnson, Texas, hereinafter referred to as "County and the following cities pursuant to Chapter 791 of the Texas Government Code.
- 1.2 The City of Alvarado; hereafter referred to as Alvarado;
- 1.3 The City of Burleson; hereafter referred to as Burleson;
- 1.4 The City of Cleburne; hereafter referred to as Cleburne; and
- 1.5 The City of Joshua; hereafter referred to as Joshua
- 1.6 Local Law Enforcement Units as used herein refer to the Police Department of each of the Cities named above or to the Johnson County Sheriff's Office when referring to law enforcement entity of Johnson County.
- 1.7 The Participating Cities when referenced in combination with Johnson County shall be known as the Participating Government Entities or PGEs.
- 1.8 The designated personnel or employees of the PGEs when acting in concert to carry out the purposes of this Agreement shall constitute a special crimes unit or SCU which shall also be known as the Stop the Offender Program unit (S.T.O.P.) or STOP SCU.
- 1.9 Officers or employees whose job assignment is primarily to the STOP SCU may hereafter be referred to Stop the Offender Program or STOP personnel or officers or as Special Crimes Unit Personnel (SCUP) or in the case of sworn officers only, Special Crimes Unit Officers (SCUOs).
- 1.10 This Interlocal Agreement supersedes and replaces the Interlocal Agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit of October 3, 2006.

**2. PREAMBLE**

- 2.1 **Whereas,** the Participating Government Entities desire and seek to form an agreement for cooperation and mutual aid in the investigation, apprehension, and prosecution of



persons involved or associated with certain major criminal activities including but not limited to homicide, sexual assault, robbery, and homeland security, as well as activities related to the manufacture, transportation, distribution, sale, transfer or possession of controlled substances and illegal narcotics or other illegal drugs.

- 2.2 **Whereas**, the Johnson County District Attorney's Office will, subject to its exercise of prosecutorial discretion, conduct forfeiture and prosecution proceedings on behalf of the SCU.
- 2.3 **Whereas**, the subject of this Agreement is necessary for the benefit of the public and each party has the legal authority to perform and provide the governmental function or service which is the subject of this Agreement; and
- 2.4 **Whereas**, the County and each Participating Government Entity agree to each accept the responsibility to adhere to all pertinent federal, state and local laws or regulations
- 2.5 **Whereas**, the PGEs firmly believe that the Special Crimes Unit (SCU) is vital to the protection of the health, safety, and wellbeing of the residents of the PGEs. The PGEs desire to create a Special Crimes Unit (SCU) for the purposes set forth herein.
- 2.6 **Whereas**, the parties find that the performance of this Agreement is in the common interest of all the parties and of all the residents of the PGEs.
- 2.7 **Whereas**, the Parties recognize that the investigation of certain crimes and apprehension of certain suspects may present equipment and manpower requirements beyond the capacity of each individual Party; and
- 2.8 **Whereas**, the Office of the District Attorney of Johnson County, Texas and Participating Government Entities named in this Agreement are desirous of entering into an Agreement between the parties regulating the disposition of property and moneys (as defined by law) seized by the SCU pursuant to civil and criminal statutes of the State of Texas; and
- 2.9 **Whereas**, the District Attorney has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and
- 2.10 **Whereas**, the Parties must confront the threats to public health and safety posed by possible criminal activity capable of causing severe damage to property and danger to life; and
- 2.11 **Whereas**, the governing officials of the parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property and the investigation of certain criminal activity and the apprehension of suspects; and
- 2.12 **Whereas**, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with the investigation of certain criminal activity and the apprehension of suspects and are so authorized to make this Agreement pursuant to Chapter 791, Texas

Government Code (Interlocal Cooperation Act); and Chapter 362, Local Government Code; and

- 2.13 **Whereas**, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible and with the maximum efficiency, and thus desire to enter into an agreement to provide Mutual Aid.

**NOW THEREFORE**, for the mutual consideration stated herein the parties agree as follows:

### **3. MEMBERSHIP**

- 3.1 The person designated to control and coordinate the activities of the Special Crimes Unit shall be known as the Special Crimes Unit Commander.
- 3.2 The parties to this Agreement are the PGEs described above.
- 3.3 In order to establish and staff the Johnson County Special Crimes Unit the PGEs will assign and provide the following personnel to the Johnson County Special Crimes Unit subject to available personnel and subject to available funds being budgeted by the PGEs:
- 3.4 Johnson County will provide five (5) or more sworn peace officers and one (1) administrative person.
- 3.5 Alvarado will provide one (1) or more sworn peace officers.
- 3.6 Burleson will provide two (2) or more sworn peace officers and one (1) administrative person.
- 3.7 Cleburne will provide two (2) or more sworn peace officers.
- 3.8 Joshua will provide one (1) or more sworn peace officers.

### **4. BOARD OF DIRECTORS**

- 4.1 The SCU shall be managed by a Board of Directors.
- 4.2 The Board of Directors, hereinafter referred to as the Board shall consist of the following persons:

Johnson County District Attorney  
The Chief of Police of each PGE  
The Johnson County Sheriff  
The Johnson County Attorney

- 4.3 The Chairman of the Board of Directors shall be appointed by a majority of the number of board members making up the entire Board of Directors of the SCU. (EXAMPLE – With a board consisting of 7 members, 4 members would have to vote for the individual to be selected as Chairman).
- 4.4 Each Board member shall have one vote.
- 4.5 Each Board member may be represented at Board meetings by such employee of the Board members office as the Board member may choose to designate.
- 4.6 Any action (other than as described in Section 4.3) by the Board shall require a majority vote of the Board members present at the meeting.
- 4.7 A quorum of the Board members shall be in attendance at a meeting of the Board in order for the Board to take any official action.
- 4.8 The Board may delegate specified functions or actions to the Commander or other Board members or persons.
- 4.9 Any expenditure of funds for a purchase or contract in excess of \$15,000.00 shall be approved by the Board of Directors and by the governing bodies of the PGEs as required by law.
- 4.10 All contracts and purchases shall be made in accordance with Texas Government Code and Local Government Code purchasing and contracting requirements for municipalities and counties.
- 4.11 The SCU Board Chairman shall exercise oversight of the SCU.
- 4.12 Any SCU Board member or their designee may conduct audits of property, assets, or funds at their discretion.
- 4.13 The Chairman shall report any discrepancies or improprieties to the Board of Directors.
- 4.14 Any Board Member or the Commander may call a meeting of the Board of Directors.

## **5. MANAGEMENT, EQUIPMENT and HOUSING**

- 5.1 Johnson County will provide office and storage space through the Johnson County Sheriff's Office including associated utilities, phone lines and, data lines.
- 5.2 The Johnson County Auditor's Office will collect, hold and disburse funds on behalf of the SCU and perform budgetary functions in the same manner as it performs such functions for Johnson County.

- 5.3 The Johnson County Auditor or his designee shall perform annual audits of the property, funds and expenditures of the SCU in the same manner that other County programs or departments are audited. The property, funds and expenditures of the SCU are also subject to independent audit at the Johnson County Auditor's discretion.
- 5.4 The Johnson County Auditor or his designee shall perform unannounced audits of imprest funds at his discretion and report the findings of the audit to the Chairman of the Board.
- 5.5 The Commander of the SCU shall have the authority to make expenditures not to exceed fifteen thousand dollars (\$15,000.00) without obtaining prior approval of the board of the SCU or the PGEs.
- 5.6 All proceeds of asset forfeitures and proceeds resulting from the sale of seized or forfeited assets shall be received by and maintained by the Johnson County Auditor until the SCU Commander requests that specific funds be disbursed for payment of expenses within the annual budget of the SCU, or until a written directive signed by a **majority** of the **board of directors** of the SCU authorizes disbursement of funds to a PGE.
- 5.7 Those administrative and accounting functions not performed by the Johnson County Auditor's Office shall be performed by the administrative personnel assigned to the SCU.
- 5.8 Each agency will provide fuel and maintenance for the automobiles that it contributes to the SCU. However, any PGE may provide and is authorized by all entities adopting this agreement to provide at its discretion and subject to availability of resources, maintenance on the vehicles being utilized by the SCU whether any such vehicle is owned by the PGE providing the maintenance service or some other governmental entity.
- 5.9 The SCU will adopt and utilize record retention schedules and policies aligned with the records retention schedules and policies utilized by the Johnson County Sheriff's Office and as promulgated by the Texas State Library and Archives Commission for local law enforcement entities.

## **6. BUDGET**

- 6.1 A budget for the STOP SCU shall be established and adopted each year in accord with the resources available to the STOP SCU and those made available by the PGEs.

## **7. CONTRIBUTION AND DISTRIBUTION**

- 7.1 SCU personnel will report to duty during the hours specified by the SCU Commander.
- 7.2 Each PGE will compensate the SCU personnel detailed from the PGE to the SCU according to the compensation plan of the PGE for which the respective SCU personnel are employed.

- 7.3 Annually, the SCU Commander shall provide a written evaluation to the PGE from which each of the SCU personnel are detailed concerning the performance of each person detailed to the SCU. This information shall be reflected in the annual evaluation of the individual SCU personnel.
- 7.4 The Commander of the SCU shall be subject to performance review by the Chairman of the Board. The Chairman of the Board shall annually review the performance of the SCU Commander.

## **8. TRANSFER OF CERTAIN FORMER STOP NARCOTICS TASK FORCE ASSETS**

- 8.1 Certain parties to this Agreement were previously participants in a multi-jurisdictional organization known as the STOP Narcotics Task Force.
- 8.2 Said STOP Narcotics Task Force has been dissolved and the activities wound down and assets distributed to the entities which participated in said STOP Narcotic Task Force.
- 8.3 The PGEs who are or were parties to this Agreement assigned assets which were distributed or allocated to such individual governmental entities as a result of the dissolution of the STOP Narcotics Task Force to the use and benefit of the STOP SCU. The Johnson County cities which participated in the S.T.O.P. Narcotics Task Force recognize that such proceeds and equipment (program income) were transferred to and is owned by Johnson County.

## **9. SELECTION OF STOP SCU COMMANDER**

- 9.1 The STOP SCU Commander shall serve at the pleasure of the Board of Directors and shall be selected by a majority vote of the Board.
- 9.2 Any action to dismiss or replace the selected Commander from his duties as STOP SCU Commander shall require a majority vote of the Board.

## **10. SCU COMMANDER SCOPE OF AUTHORITY**

- 10.1 When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any PGE will be under the operational control of the SCU Commander.
- 10.2 The Commander shall set working hours, place of work, and shall have day to day control of the work activities of the persons assigned to the STOP SCU.
- 10.3 The command and control of investigations and law enforcement activities shall be under the control and supervision of the Commander.

- 10.4 The Commander has the authority to determine whether any equipment being provided by any PGE or any entity which desires to become a PGE is of a type and quality that will benefit the STOP SCU. All such equipment must be in good working order and not in need of immediate maintenance or repair.
- 10.5 All personnel who are assigned to the SCU must meet the fitness and firearms qualifications of their PGE, along with personal character standards established and interpreted by the Commander.
- 10.6 Providing and continuing to provide personnel and equipment that are reasonably satisfactory to the Commander for the purposes set out herein may be a condition of continued participation in the SCU.
- 10.7 The SCU Commander will develop and adopt a manual setting forth standards for the personnel assigned to the SCU. Such assignment to the SCU does not create additional rights of employment and does not make the SCU personnel an employee of any entity other than the one which formally identifies itself as the employer of the person.
- 10.8 The SCU Commander will report to the Chairman of the Board of the SCU.

#### **11. DISTRICT ATTORNEY PARTICIPATION**

- 11.1 The District Attorney will diligently pursue all prosecutable forfeiture actions which arise from operations initiated and investigated by the SCU.
- 11.2 Property seized by the SCU under the provisions of law shall remain in the custody of the SCU or subject to the control of the SCU Commander until final disposition of the forfeiture action.
- 11.3 Funds seized by the SCU under the provisions of law may be placed in the custody of the Johnson County Treasurer until final disposition of the forfeiture action, provided such funds are maintained and accounted for separately subject to review by the SCU and the Johnson County Auditor or Chief Financial officer of any PGE.
- 11.4 Upon final disposition of a forfeiture action, all funds, interest accrued, and property attributable to the efforts of the SCU shall be awarded to the SCU for utilization in its continued operation.
- 11.5 All property and funds awarded to the SCU under forfeiture action represent SCU income. These funds shall be added to the funds committed to the project by the PGEs. SCU income (forfeiture, etc.) may be retained by the SCU in an account established by the Johnson County Auditor's Office. The funds may be retained from year to year until such time as they are distributed among the District Attorney's Office and the PGEs pursuant to the terms of this Agreement or such other written agreement for the distribution of funds and property as may be executed by the PGEs. Retained SCU funds must be used for purposes that further the objectives of the Agreement.

- 11.6 Property awarded to the SCU may be sold by the SCU according to the laws governing disposition of seized or forfeited property and the income from such sales shall be classified as SCU income.

## **12. CONSIDERATION**

- 12.1 The consideration for the making of this Agreement is the mutual benefit received in enhanced law enforcement capability of each Participating Governmental Entity and the benefit conferred by each making the contribution of funds and personnel described herein.

## **13. ALLOCATION OF FUNDS**

- 13.1 Any allocation of funds from program income shall be made no more than once annually if a surplus is determined to exist by the Board of Directors.

## **14. OWNERSHIP OF EQUIPMENT UPON TERMINATION**

- 14.1 Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the PGE which supplied the equipment or the PGE to which it was allocated.

## **15. DUTIES OF PARTIES**

- 15.1 Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

## **16. INSURANCE**

- 16.1 **WORKERS' COMPENSATION COVERAGE:** Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- 16.2 **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of, or in any way connected with, its own actions, and the actions of its personnel in providing services or assistance pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.

- 16.3 OTHER COVERAGE: Each PGE shall provide and maintain their standard packages of medical and death benefit insurance coverage, while their personnel are assigned to the SCU.
- 16.4 NO WAIVER: No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

## **17. MISCELLANEOUS PROVISIONS**

- 17.1 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement.
- 17.2 The expense of any payments or performance required by this Agreement shall come from the current revenues available to the parties; and
- 17.3 By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and the Agreement shall not create rights in persons not a party to this Agreement.
- 17.4 It is understood that certain Parties may have heretofore contracted, or may hereafter contract with each other, for Mutual Aid in Law Enforcement situations, and it is agreed that, to the extent there is a conflict between this Agreement and any such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual contract. Notwithstanding the foregoing, the Parties acknowledge that each Party may also be a party to agreements, similar to this Agreement, with other government entities.
- 17.5 The Parties agree that Mutual Aid, in the context contemplated herein, is a "governmental function and service", and that the Parties are "local governments", as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.
- 17.6 If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this Agreement are severable.
- 17.7 If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and, as so modified, this Agreement shall continue in full force and effect.
- 17.8 This Agreement may be amended only by the mutual written consent of the Parties.



- 17.9 Any Party may at any time, by resolution or notice given to all the other Parties, decline to participate in the SCU. The governing body of a Party, which is a signatory hereto, shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement, as between the other Parties hereto. Termination of this Agreement as to one party does not cause a dissolution of the SCU, and further; any party withdrawing from the SCU will not be entitled to withdraw any portion or the proceeds or equipment that were derived from the dissolution of the S.T.O.P. Narcotics Task Force from the SCU. Further, any party withdrawing from the SCU will not be entitled to withdraw any portion of the proceeds, property, or equipment that has been seized by, or awarded to, the SCU.
- 17.10 This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17.11 The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision, and are not to be used in construing this Agreement.
- 17.12 This Agreement shall become effective as to each Party on the date of execution by all of the PGEs named herein and shall continue in force and remain binding on each and every Party until terminated by the terms of this Agreement.
- 17.13 Each named Participating Governmental Entity, by approval of this Agreement hereby authorizes the persons named as members of the Board of Directors from that City or from Johnson County to act in the capacity as a member of the Board of Directors of the STOP SCU and take such actions as are authorized by law. The County and each named city also delegate such authority and power to the persons constituting the board as may be lawfully delegated and as is necessary and lawful to carry out the provisions of this agreement.
- 17.14 Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- 17.15 The parties hereto understand and agree that this Agreement does not create an independent political subdivision, corporation or other independent legal entity. This agreement provides a structure for political subdivisions to work together to achieve certain common law enforcement goals.

## **18. NOTICE**

- 18.1 Notice to Johnson County shall be accomplished by delivery to the Johnson County

Judge, Johnson County Judge's Office, Two North Main Street, Cleburne, Texas 76033.

- 18.2 Notice to the Johnson County Sheriff shall be accomplished by delivery of notice via certified mail to the Johnson County Sheriff at 1102 E. Kilpatrick, Cleburne, Texas 76031.
- 18.3 Notice to the City of Cleburne shall be accomplished by delivery of notice via certified mail to the Chief of Police at 302 West Henderson, Cleburne, Texas 76033.
- 18.4 Notice to the City of Burleson shall be accomplished by delivery of notice via certified mail to the Chief of Police at 1161 S.W. Wilshire Blvd., Burleson, Texas 76028.
- 18.5 Notice to the City of Alvarado shall be accomplished by delivery of notice via certified mail to the Chief of Police at 600 S Pkwy Dr., Alvarado, Texas 76009.
- 18.6 Notice to the City of Joshua shall be accomplished by delivery of notice via certified mail to the Chief of Police at 102 S. Main St., Joshua, Texas 76058.
- 18.7 Notice to the District Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County District Attorney, Johnson County District Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Second Floor, Cleburne, Texas 76033.
- 18.8 Notice to the County Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County Attorney, Johnson County Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Fourth Floor, Cleburne, Texas 76033.

## **19. AUTHORITY TO EXECUTE**

- 19.1 This Agreement has been executed by the Parties hereto; each respective entity acting by and through its duly authorized official as required by law; on multiple counterparts, each of which shall be deemed to be an original. The date of execution shall be the date specified on the last of the multiple counterparts executed by the PGEs named herein.
- 19.2 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 19.3 This Agreement may be amended or supplemented from time to time by the addition or modification of terms approved by the governing bodies of the entities participating herein.
- 19.4 The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance, or resolution, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this

Agreement and to legally bind the respective Party to this Agreement.

- 19.5 The parties hereto recognize and understand that the signature hereon of the Sheriff, District Attorney, County Attorney, and Chiefs of Police of the various cities signifies an agreement to cooperate in attaining the goals of this Agreement and does not represent or purport to represent the authority to bind Johnson County or their respective cities.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.**

**JOHNSON COUNTY, TEXAS:**

NAME: Christopher Boedeker

Signature: \_\_\_\_\_  
County Judge, Johnson County

DATE: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Clerk Johnson County

**CITY OF ALVARADO:**

NAME: Jacob Wheat

Signature: \_\_\_\_\_  
Mayor or City Manager

DATE: \_\_\_\_\_

NAME: Teddy May

Signature: \_\_\_\_\_  
Chief of Police

DATE: \_\_\_\_\_

**CITY OF BURLESON:**

NAME: Chris Fletcher

Signature: \_\_\_\_\_  
Mayor or City Manager

DATE: \_\_\_\_\_

NAME: Billy Cordell

Signature: \_\_\_\_\_  
Chief of Police

DATE: \_\_\_\_\_

**CITY OF CLEBURNE:**

NAME: Michael Marrero

Signature: \_\_\_\_\_  
Mayor or City Manager

DATE: \_\_\_\_\_

NAME: Rob Severance

Signature: \_\_\_\_\_  
Chief of Police

DATE: \_\_\_\_\_

**CITY OF JOSHUA:**

NAME: Mike Peacock

Signature: \_\_\_\_\_  
Mayor or City Manager

DATE: \_\_\_\_\_

NAME: Shawn Fullagar

Signature: \_\_\_\_\_  
Chief of Police

DATE: \_\_\_\_\_

**DISTRICT ATTORNEY:**

NAME: Tim Good

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

**COUNTY ATTORNEY:**

NAME: Bill Moore

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

**JOHNSON COUNTY SHERIFF:**

NAME: Adam King

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

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## City Council Regular Meeting

**DEPARTMENT:** Capital Engineering

**FROM:** Randall Morrison, PE, Director of Capital Engineering

**MEETING:** June 2, 2025

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**SUBJECT:**

Consider and take possible action on the Third Amendment to the Engineering Services Contract (CSO#5029-03-2023) with Kimley-Horn and Associates for design of the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project in the amount of \$379,850.00, for a total contract amount of \$1,563,745.00. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

**SUMMARY:**

The Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project is at the end of the design phase and moving into construction. The original contract with Kimley-Horn excluded the construction phase support services that would generally be included. At that time the scope and timing of the project made it difficult to accurately estimate the level of service that would be needed during construction, so these services were excluded. Staff requested a proposal from Kimley-Horn to include these services in preparation for letting the project in the near future. These services include additional services associated with existing "Task 15 – Permitting", new "Task 16 – Construction Phase Services", and new "Task 17 – Record Drawings", to prepare a drainage technical memorandum, provide construction phase services, and to prepare record drawings upon completion of construction phase services. Staff recommends approval of the Third Amendment to the Engineering Services Contract (CSO#5029-03-2023) with Kimley-Horn and Associates to support City staff through the end of the Project.

**RECOMMENDATION:**

Consider and take possible action on the Third Amendment to the Engineering Services Contract (CSO#5029-03-2023) with Kimley-Horn and Associates for design of the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project in the amount of \$379,850.00, for a total contract amount of \$1,563,745.00.

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

March 6, 2023 - City Council approved an Engineering Services Contract with Kimley-Horn and Associates for the design of Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning Project in the amount not to exceed \$1,154,795.00.

February 13, 2024 – The City Manager approved a contract amendment to remove Task 12 Platting Services and add Task 14 Real Estate Services for the Engineering Services Contract with Kimley-Horn and Associates for the design of Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount \$0.

November 8, 2024 – The City Manager approved a contract amendment to remove Task 13 UPRR License Agreement and add funds to Tasks 6, 12, 14, and 15 for the Engineering Services Contract with Kimley-Horn and Associates for the design of Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount \$29,100.00.

**REFERENCE:**

CSO#5029-03-2023

**FISCAL IMPACT:**

Project #:	WA2301
Account Number(s):	5203101-62010; 5223101-72010
Fund Name:	Water & Sewer Bond Fund
Amount:	\$379,850

**STAFF CONTACT:**

Randall Morrison  
Director of Capital Engineering  
rmorrison@burlesontx.com  
817-426-9295

# Industrial Blvd. Pump Station Expansion & Alsbury Pump Station Decommissioning Project

Third Amendment to Professional Services Agreement with Kimley-Horn and Associates

June 2, 2025





# Project Overview

This project consists of two main components:

- Expanding the Industrial Blvd. pump Station facility
- Decommissioning the Alsbury pump station



# Professional Services Agreement Amendment Overview

- Original Professional Services Agreement in the amount not to exceed \$1,154,795 was executed on March 6, 2023.
  - Excluded construction phase services that would normally be included in a full scope contract.
  - At the time the scope and timing of the project made it difficult to accurately estimate the level of service that would be needed during construction, so these services were excluded.
- The City Manager approved a \$0 contract amendment to remove Task 12 Platting Services and add Task 14 Real Estate Services on February 13, 2024.
- The City Manager approved a contract amendment for \$29,100 to remove Task 13 UPRR License Agreement and add funds to Tasks 6, 12, 14, and 15 on November 8, 2024.
- Amendment fee of \$379,850 was requested to revise the scope of services including:
  - Permitting
  - Construction Phase Services
  - Record Drawings

# Recommended Council Action

Approve the Third Amendment to the Professional Services Agreement with Kimley-Horn and Associates in the amount of \$379,850, for a total contract amount of \$1,563,745.

# Questions / Discussion

Randy Morrison, PE  
Director of Capital Engineering  
[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)  
817-426-9295



**Purchasing**

**CITY OF BURLESON  
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This third Amendment to the Professional Service Agreement ("third Amendment") dated as of the Effective Date (as defined below) is made by and between the **City of Burleson** ("City" or "Burleson"), a municipal corporation, and **Kimley-Horn and Associates, Inc.** ("Consultant").

**WHEREAS**, the City and Consultant collectively referred to as the “parties,” made and entered into a Professional Services Agreement (CSO#5029-03-2023) effective March 6, 2023 ("Agreement"); and

**WHEREAS**, the Agreement involved engineering design related services for Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning for the City of Burleson; and

**WHEREAS**, the original agreement provides for a maximum expenditure amount not to exceed one million, one hundred fifty-four thousand, seven hundred ninety-five and no/100 dollars (\$1,154,795.00) for the services; and

**WHEREAS**, the first amendment for scope revision was executed on February 13, 2024 removing Task 12 Platting Services and adding Task 14 Real Estate Services for a net change of zero dollars (\$0.00) to the contract value; and

**WHEREAS**, the second amendment was executed on November 13, 2024 removed Task 13 UPRR License Agreement and added funds to Tasks 6, 12, 14, and 15 with a resulting contract price increase of twenty-nine thousand, one hundred and no/100 dollars (\$29,100.00); and

**NOW THEREFORE**, City and Consultant, acting herein by and through their dully authorized representatives, enter to the following agreement:

1. Effective June 2, 2025, the Professional Services Agreement is hereby amended to modify the Agreement to modify the scope of work as outlined in Attachment A, and an increase by three hundred seventy-nine thousand, eight hundred fifty and no/100 dollars (\$379,850.00). The maximum expenditure amount shall not exceed one million, five hundred sixty-three thousand, seven hundred forty-five and no/100 dollars (\$1,563,745.00).
2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

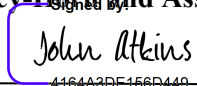
**ACCEPTED AND AGREED:**

**CITY OF BURLESON:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Kimley-Horn and Associates, Inc.**

BY:  \_\_\_\_\_  
4164A3DE156D440...

5/16/2025  
DATE: \_\_\_\_\_



March 18, 2025

Ms. Marah Aqqad, P.E.  
Development Engineering Manager  
141 W Renfro Street  
Burleson, TX 76028

**Re: Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning  
Amendment No. 3  
KH No. 061166096**

Dear Marah:

The City of Burleson (City) requested that Kimley-Horn (CONSULTANT) perform a revised scope of services associated with the Original Contract dated 03-06-2023 and herein referred to as “Contract”, and amendments made thereto, for the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning project. These services include additional services associated with existing “Task 15 – Permitting”, new “Task 16 – Construction Phase Services”, and new “Task 17 – Record Drawings”, to prepare a drainage technical memorandum, provide construction phase services, and to prepare record drawings upon completion of construction phase services.

The revisions to the scope of services associated with each task is shown below followed by a summary of the proposed budget modifications.

**Proposed Contract Modifications:**

**Task 15      Permitting (+\$7,860)**

ENGINEER will provide the following additional services in accordance with the Original Contract:

**A. Drainage Study**

1. Prepare a runoff timing study demonstrating that the proposed pump station site does not increase peak flows to North Creek.
  - a. ENGINEER will utilize unit hydrograph hydrologic modeling software (HEC-HMS) to evaluate peak flows at the site’s outfalls.
  - b. ENGINEER will delineate contributing drainage areas from publicly available topographic data and survey data where available.
  - c. ENGINEER will calculate hydrologic parameters per City criteria.
2. Prepare a flood study demonstrating that the proposed pump station site development causes no adverse impact to the North Creek floodplain.
  - a. ENGINEER will utilize the Baird Hampton Brown (BHB) Combined Duplicate Effective model as the baseline hydraulic model.
  - b. ENGINEER will not change the effective North Creek steady flow data.
  - c. ENGINEER will add cross-sections through the subject property as necessary and define hydraulic parameters to reflect existing and proposed conditions.
  - d. ENGINEER will evaluate hydraulic impacts from the proposed development in 100-yr conditions.

3. Prepare technical memorandum explaining timing and flood study methodology and results.
4. Deliverables:
  - a. Technical Memorandum
  - b. Hydraulic and Hydrologic workmaps
  - c. Digital files (HEC-HMS and HEC-RAS modeling).
  - d.

This task assumes no comment response or third party review will be required.

#### **Task 16 Construction Phase Services (+\$353,350)**

ENGINEER will provide the following additional services in accordance with the Original Contract:

##### **A. Construction Phase Services (assumes 20 months to Final Acceptance):**

1. Pre-Construction Conference
  - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
  - a. Visit the construction site on a monthly basis (as required) in conjunction with monthly construction progress meetings only. 20 months construction time is assumed.
  - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgement.
  - c. Based on information obtained during site visits, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep City informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
  - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, CONSULTANT believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the CONSULTANT.
4. Construction Progress Meetings
  - a. Conduct monthly progress meetings (20 are assumed) with City and Contractor to assist with administration of the construction. Meetings are anticipated to be conducted on-site and in conjunction with Site Visits associated with observation of construction.

5. Clarifications and Interpretations

- a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

6. Change Orders

- a. Recommend change orders to City, as appropriate.
- b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7. Shop Drawings and Samples

- a. Review up to **two hundred and fifty (250)** shop drawings, samples, and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction.
- b. Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
- c. Log all shop drawings, samples and other submittals.

8. Substitutes and "or-equal"

- a. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

9. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work for up to **fifty (50)** RFI's. CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.



#### 10. Inspections and Tests

- a. Review certificates of inspections and tests within CONSULTANT's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

#### 11. Disagreements between City and Contractor

- a. As necessary, CONSULTANT will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, CONSULTANT will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the CONSULTANT shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the CONSULTANT with no decision having been rendered.

#### 12. Pump Station Startup Assistance

- a. Attend and assist the City with pump station startup, operational readiness test (ORT), and Functional Readiness Test (FDT), as required.

#### 13. Substantial Completion and Final Acceptance Walkthrough and Punchlist Preparation

- a. Attend substantial completion and final acceptance walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
  - i. Limitation of Responsibilities: The CONSULTANT will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or a of any other individual entity performing or furnishing the work. CONSULTANT will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during substantial completion and final acceptance walkthrough with City and Contractor.

**Task 17 Record Drawings (+\$18,640)**

ENGINEER will provide the following additional services in accordance with the Original Contract:

**A. Record Drawings**

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The CONSULTANT will not observe on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
  - a. PDF electronic copy

We recommend that the City increase the budget by **\$379,850** for these additional services. The following tables summarize our recommended budget revisions and revised contract amount:

Task	Original Contract	Amend. No. 1	Amend. No. 2	Amend. No. 3	Revised Contract
Task 1 – Design Management	\$ 65,235	\$ -	\$ -	\$ -	\$ 65,235
Task 2 – Conceptual Analysis	\$ 97,325	\$ -	\$ -	\$ -	\$ 97,325
Task 3 – Preliminary Engineering Report	\$ 236,355	\$ -	\$ -	\$ -	\$ 236,355
Task 4 – Preliminary Design	\$ 296,910	\$ -	\$ -	\$ -	\$ 296,910
Task 5 – Final Design	\$ 269,245	\$ -	\$ -	\$ -	\$ 269,245
Task 6 – Construction Contract Documents	\$ 36,405	\$ -	\$ 10,000	\$ -	\$ 46,405
Task 7 – Bid Phase Services	\$ 39,310	\$ -	\$ -	\$ -	\$ 39,310
Task 8 – TCEQ Chapter 290 Permitting	\$ 23,250	\$ -	\$ -	\$ -	\$ 23,250
Task 9 – GST Preliminary Design	\$ 27,735	\$ -	\$ -	\$ -	\$ 27,735
Task 10 – GST Final Design	\$ 16,085	\$ -	\$ -	\$ -	\$ 16,085
Task 11 – GST Construction Contract Documents	\$ 2,315	\$ -	\$ -	\$ -	\$ 2,315
Task 12 – Platting Services	\$ 16,625	\$ (16,625)	\$ 15,000	\$ -	\$ 15,000
Task 13 – UPRR License Agreement	\$ 28,000	\$ -	\$ (28,000)	\$ -	\$ -
Task 14 – Real Estate Services	\$ -	\$ 16,625	\$ 12,100	\$ -	\$ 28,725
Task 15 – Permitting	\$ -	\$ -	\$ 20,000	\$ 7,860	\$ 27,860
Task 16 – Construction Phase Services	\$ -	\$ -	\$ -	\$ 353,350	\$ 353,350
Task 17 – Record Drawings	\$ -	\$ -	\$ -	\$ 18,640	\$ 18,640
<b>Totals:</b>	<b>\$1,154,795</b>	<b>\$ -</b>	<b>\$ 29,100</b>	<b>\$ 379,850</b>	<b>\$1,563,745</b>

We appreciate the opportunity to be of continued service to the City. Please contact us if we need to provide any further information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.  
*Texas Registration No. F-928*

A handwritten signature in black ink, appearing to read "John A. Atkins, P.E.", with a stylized, cursive script.

John Atkins, P.E.  
Senior Vice President  
JRA/jck

\\kimley-horn\CN\_FTW\FTW\_Utilityies\061166096-Industrial-PS\PPP\POST\_NTP\03\_Amendment-No-3\IndustrialPS-Amendment-No-3-FINAL.docx

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**City Council Regular Meeting**

**DEPARTMENT:** Capital Engineering

**FROM:** Randall Morrison, PE, Director of Capital Engineering

**MEETING:** June 2, 2025

---

**SUBJECT:**

Consider and take possible action on a permanent Oncor Electric Delivery Company Easement associated with the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project located on Industrial Park Boulevard. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

**SUMMARY:**

The Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project has completed the platting process, with the plat approved by the Planning and Zoning Commission and subsequently recorded. Oncor Electric Delivery Company, LLC, has requested that the utility easement be dedicated by separate instrument, as this is their standard method for tracking easements by metes and bounds.

**RECOMMENDATION:**

Consider and take possible action on a variable width permanent Oncor Electric Delivery Company Easement associated with the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project located on Industrial Park Boulevard.

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

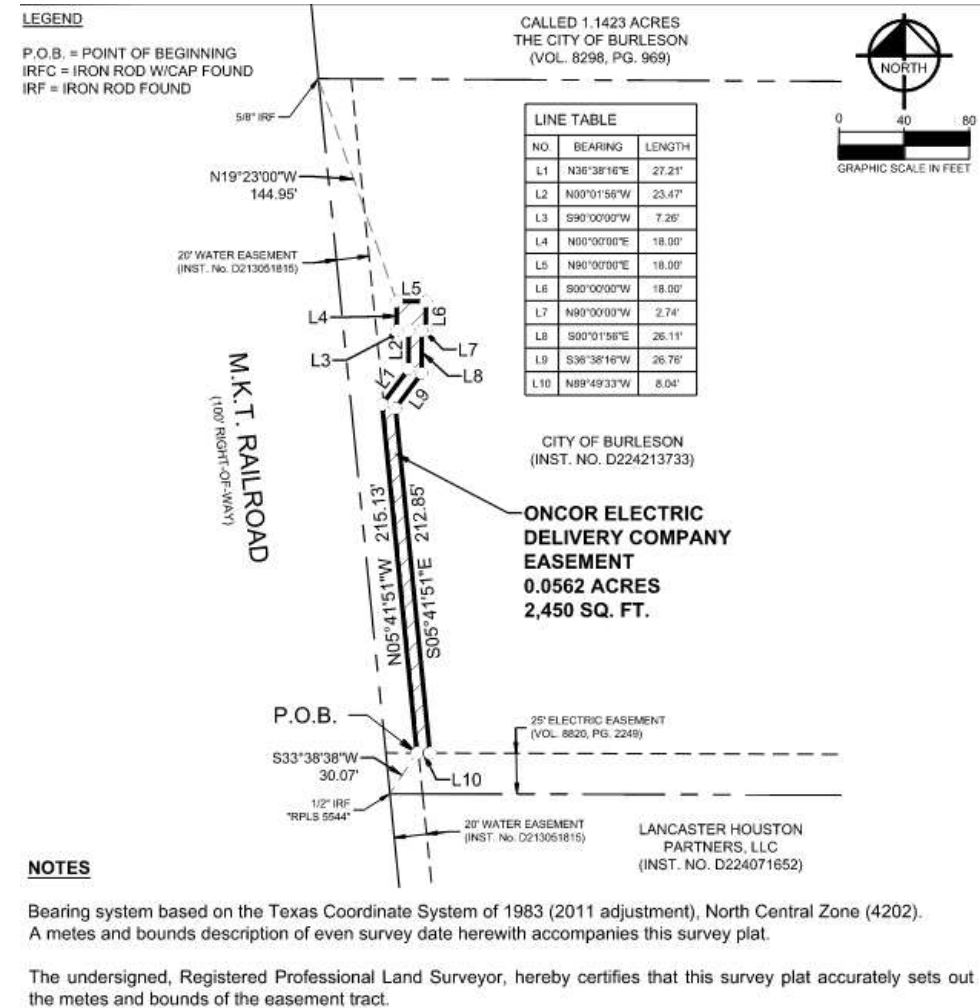
Randall Morrison

Director of Capital Engineering  
rmorrison@burlesontx.com  
817-426-9295

# Industrial Blvd. Pump Station Expansion & Alsbury Pump Station Decommissioning Project

## Oncor Electric Delivery Company Easement

June 2, 2025



# Project Overview

This project consists of two main components:

- Expanding the Industrial Blvd. pump Station facility
- Decommissioning the Alsbury pump station



# Oncor Electric Delivery Company Easement

The Industrial Blvd. Pump Station Project has completed the platting process, with the plat approved by the Planning and Zoning Commission and subsequently recorded. Oncor has requested that the utility easement be dedicated by separate instrument, as this is their standard method for tracking easements by metes and bounds.



# Recommended Council Action

Approve a variable width permanent Oncor Electric Delivery Company Easement associated with the Industrial Pump Station Project located on Industrial Park Boulevard.

# Questions / Discussion

Randy Morrison, PE  
Director of Capital Engineering  
[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)  
817-426-9295

PT #: 2025 - 2092  
District: ABC  
WO #: 26602461  
ER #:

**EASEMENT AND RIGHT OF WAY**

STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT       §

That **CITY OF BURLESON, TEXAS, a Texas home rule municipality**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED).**

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of

Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Grantor: CITY OF BURLESON, TEXAS,  
a Texas home rule municipality

By: \_\_\_\_\_  
Tommy Ludwig, City Manager

**Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Tommy Ludwig, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **CITY OF BURLESON, TEXAS, a Texas home rule municipality**, as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**LEGAL DESCRIPTION****ONCOR ELECTRIC DELIVERY COMPANY EASEMENT**

**BEING** a 0.0562 acre (2,450 square foot) tract of land situated in the Sarah Gray Survey, Abstract No. 558, City of Burleson, Tarrant County, Texas; said tract being a portion of a tract of land described in deed to the City of Burleson recorded in Instrument Number D224213733, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.); said tract being more particularly described as follows:

**BEGINNING** at a point for corner in the north line of a 25' Electric Easement recorded in Volume 8820, Page 2249, Deed Records, Tarrant County, Texas (D.R.T.C.T.); from which a 1/2" iron rod found with a cap stamped "RPLS 5544" being the southwest corner of said City of Burleson tract and the northwest corner of a tract of land described in General Warranty Deed with Vendor's Lien to Lancaster Houston Partners, LLC, recorded in Instrument Number D224071652, O.P.R.T.C.T., bears South 33°38'38" West, a distance of 30.07 feet; said iron rod also being in the east right-of-way line of M.K.T. Railroad (a 100' right-of-way);

**THENCE** North 05°41'51" West, departing said north line of the 25' Electric Easement, a distance of 215.13 feet to a point for corner;

**THENCE** North 36°38'16" East, a distance of 27.21 feet to a point for corner;

**THENCE** North 00°01'56" West, a distance of 23.47 feet to a point for corner;

**THENCE** South 90°00'00" West, a distance of 7.26 feet to a point for corner;

**THENCE** North 00°00'00" East, a distance of 18.00 feet to a point for corner; from which a 5/8" iron rod found being the northwest corner of said City of Burleson tract and the southwest corner of a called 1.1423 acre tract of land described in Warranty Deed to the City of Burleson recorded in Volume 8298, Page 969, D.R.T.C.T., bears North 19°23'00" West, a distance of 144.95 feet; said iron rod also being in said east right-of-way line of M.K.T. Railroad;

**THENCE** North 90°00'00" East, a distance of 18.00 feet to a point for corner;

**THENCE** South 00°00'00" West, a distance of 18.00 feet to a point for corner;

**THENCE** North 90°00'00" West, a distance of 2.74 feet to a point for corner;

EXHIBIT "A"  
ONCOR ELECTRIC DELIVERY  
COMPANY EASEMENT  
SARAH GRAY SURVEY,  
ABSTRACT No. 558  
CITY OF BURLESON  
TARRANT COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MKK	SCR	04/08/2025	061166096	1 OF 1

**LEGAL DESCRIPTION**

**ONCOR ELECTRIC DELIVERY COMPANY EASEMENT**

**THENCE** South 00°01'56" East, a distance of 26.11 feet to a point for corner;

**THENCE** South 36°38'16" West, a distance of 26.76 feet to a point for corner;

**THENCE** South 05°41'51" East, a distance of 212.85 feet to a point for corner in the said north line of the 25' Electric Easement;


**THENCE** North 89°49'33" West, along said north line of the 25' Electric Easement, a distance of 8.04 feet to the **POINT OF BEGINNING** and containing 2,450 square feet or 0.0562 acres of land, more or less.

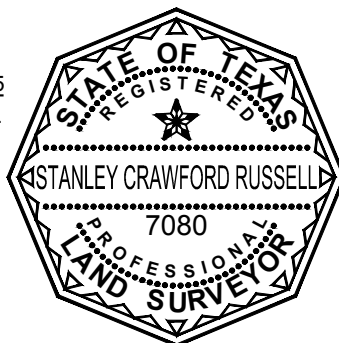
**NOTES**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).  
A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

EXHIBIT "A"  
ONCOR ELECTRIC DELIVERY  
COMPANY EASEMENT  
SARAH GRAY SURVEY,  
ABSTRACT No. 558  
CITY OF BURLESON  
TARRANT COUNTY, TEXAS

  
04/08/2025  
STANLEY CRAWFORD RUSSELL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 7080  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
StanC.Russell@Kimley-Horn.com



**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

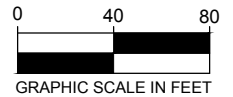
Tel. No. (817) 335-6511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MKK	SCR	04/08/2025	061166096	2 OF 2

## LEGEND

P.O.B. = POINT OF BEGINNING  
IRFC = IRON ROD W/CAP FOUND  
IRF = IRON ROD FOUND

CALLED 1.1423 ACRES  
THE CITY OF BURLESON  
(VOL. 8298, PG. 969)



LINE TABLE		
NO.	BEARING	LENGTH
L1	N36°38'16"E	27.21'
L2	N00°01'56"W	23.47'
L3	S90°00'00"W	7.26'
L4	N00°00'00"E	18.00'
L5	N90°00'00"E	18.00'
L6	S00°00'00"W	18.00'
L7	N90°00'00"W	2.74'
L8	S00°01'56"E	26.11'
L9	S36°38'16"W	26.76'
L10	N89°49'33"W	8.04'

20' WATER EASEMENT  
(INST. No. D213051815)

M.K.T. RAILROAD  
(100' RIGHT-OF-WAY)

CITY OF BURLESON  
(INST. NO. D224213733)

**ONCOR ELECTRIC  
DELIVERY COMPANY  
EASEMENT**  
**0.0562 ACRES**  
**2,450 SQ. FT.**

P.O.B.

S33°38'38"W  
30.07'

1/2" IRF  
"RPLS 5544"

25' ELECTRIC EASEMENT  
(VOL. 8820, PG. 2249)

20' WATER EASEMENT  
(INST. No. D213051815)


LANCASTER HOUSTON  
PARTNERS, LLC  
(INST. NO. D224071652)

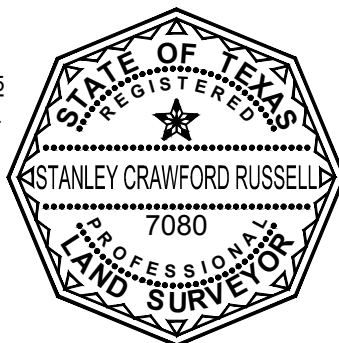
## NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).  
A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

EXHIBIT "A"  
ONCOR ELECTRIC DELIVERY  
COMPANY EASEMENT  
SARAH GRAY SURVEY,  
ABSTRACT No. 558  
CITY OF BURLESON  
TARRANT COUNTY, TEXAS

  
04/08/2025  
STANLEY CRAWFORD RUSSELL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 7080  
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	MKK	SCR	04/08/2025	061166096	3 OF 5

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Michelle McCullough, P.E., CFM, Deputy Director/City Engineer

**MEETING:** June 2, 2025

---

**SUBJECT:**

Consider and take possible action on an interlocal agreement with Johnson County Special Utility District (JCSUD) regarding placement of JCSUD water facilities within the Chisholm Summit Master Planned Community, Phases 1-3. (*Staff Contact: Michelle McCullough, Development Services Deputy Director/City Engineer*)

**SUMMARY:**

Johnson County Special Utility District is one provider of water service to property owners within the City limits and the City's extraterritorial jurisdiction (ETJ) as allowed by their Certificate of Convenience and Necessity (CCN). A CCN authorizes and requires utilities to provide continuous and adequate service to every customer who requests service within a certified area. The CCN boundary defines the area within which a water provider holds the exclusive right to provide retail water and/or sewer.

Typically, JCSUD requires a separate 20-foot-wide water line easement adjacent to the property line on private property. This standard is appropriate for rural development, but as urban growth moves into JCSUD's CCN area the easement becomes a challenge for smaller lots. The interlocal agreement will allow JCSUD's water facilities to be located within the City's right-of-way.

Staff has worked with JCSUD on the terms of the interlocal agreement which allows for the following:

- JCSUD's water facilities may be located within the public right-of-way within the subdivision
- Burleson would be financially responsible for any future relocation of JCSUD water facilities if the city realigns any public roadway within the development in the future
- JCSUD will reimburse the city for the cost to restore grass, sidewalk, curbing, and pavement as a result of the repair/replacement of water facilities. All repairs will be coordinated with the city



The civil construction plans for the Chisholm Summit Master Planned Community, Phases 1-3, are currently in review. Construction is expected to begin on Phase 1 within the next 90 days. JCSUD requires the interlocal agreement to be executed before releasing the water line for construction.

JCSUD recognizes the growth the city is experiencing, which is more urban, with larger homes on smaller lots. Staff will continue to work with JCSUD, and as development continues within the JCSUD's CCN boundary, staff anticipates that additional interlocal agreements will be presented to the City Council for consideration.

The City Council has approved similar interlocal agreements for water facilities within the PF Farms Development and for water facilities located along Lakewood Drive recently constructed as part of the Lakewood Drive roadway improvements.

**RECOMMENDATION:**

Approve an interlocal agreement with Johnson County Special Utility District (JCSUD) regarding placement of JCSUD water facilities within the Chisholm Summit Master Planned Community, Phases 1-3.

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

None

**REFERENCE:**

N/A

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Michelle McCullough, P.E., CFM  
Deputy Director/City Engineer  
[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)  
817-426-9616



# INTERLOCAL AGREEMENT WITH JOHNSON COUNTY SPECIAL UTILITY DISTRICT

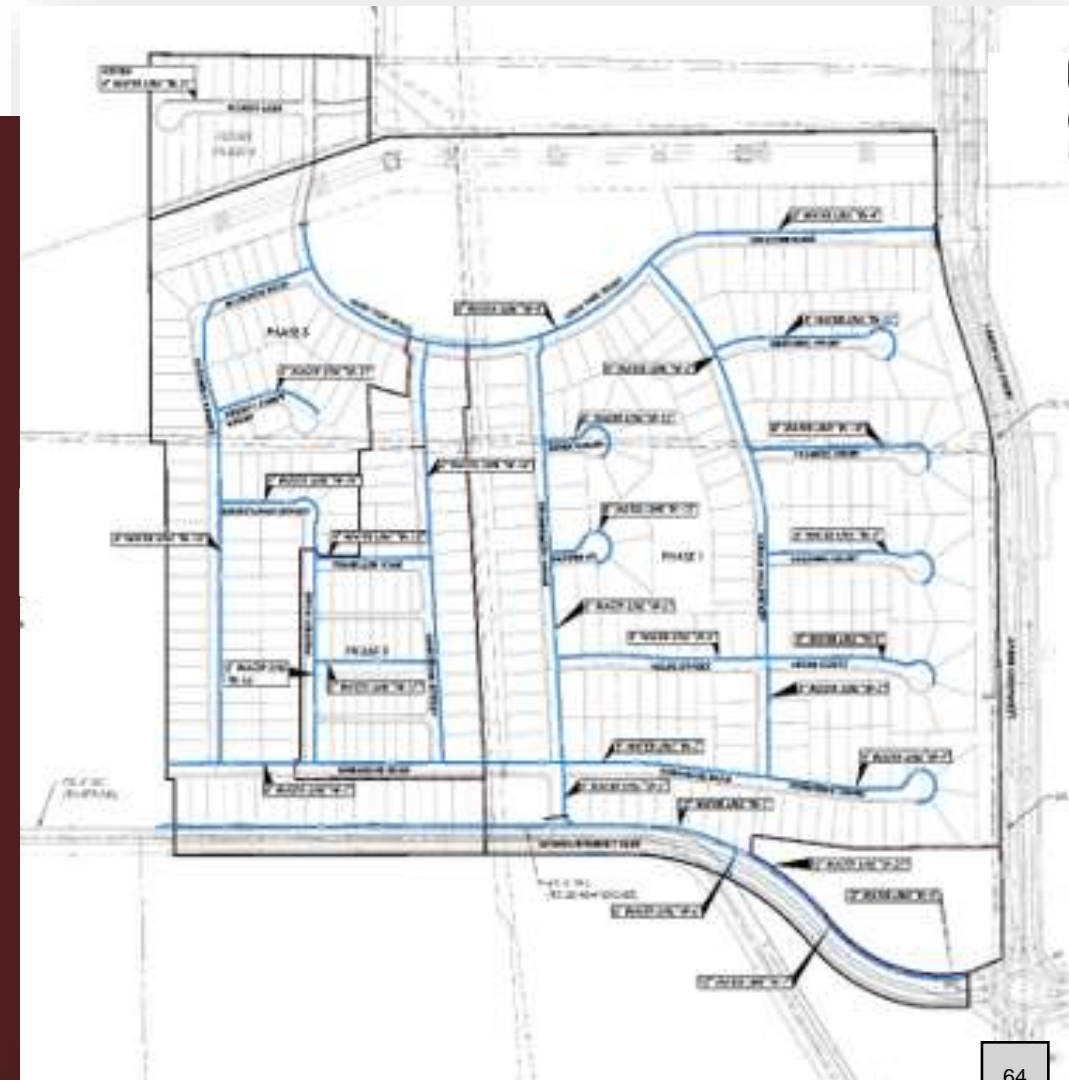
**Chisholm Summit Master Planned Community**  
**Phases 1 - 3**

# INTERLOCAL AGREEMENT

- Allows JCSUD water facilities within city right-of-way
  - JCSUD typically requires 20-foot exclusive easement adjacent to property line
  - Agreement eliminates need for exclusive easement
- JCSUD retains maintenance responsibility for all water facilities and will reimburse city for cost to restore grass, sidewalk, curbing, and pavement as a result of maintenance of their water lines
  - All repairs coordinated with the city
- Burleson is financially responsible for all design, construction and easement acquisition for any future relocation of JCSUD water facilities if the city realigns any public roadway within the subdivision in the future

# STAFF RECOMMENDATION

Approve an interlocal agreement with Johnson Special Utility District allowing placement of water facilities in the Chisholm Summit Master Planned Community, Phases 1-3, within the city's public right-of-way.





# QUESTIONS/COMMENTS

## Staff Contact

Michelle McCullough, P.E., CFM

Development Services Deputy Director/City Engineer

[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)

817-426-9616

**INTERLOCAL AGREEMENT FOR JCSUD AND THE CITY OF BURLESON**  
**REGARDING PLACEMENT OF JCSUD'S WATER LINE FACILITIES WITHIN THE**  
**CITY OF BURLESON'S RIGHT OF WAY OF CHISHOLM SUMMIT**  
**PHASES 1, 2 AND 3**

This Interlocal Agreement for placement of JCSUD's Water Line Facilities within the City of Burleson's right-of-way ("Agreement") is entered by and between Johnson County Special Utility District ("JCSUD") and the City of Burleson, Texas ("Burleson"), to be effective as of the last date of execution by JCSUD and Burleson (the "Effective Date"). JCSUD and Burleson may be referred to herein individually as a "Party" or collectively as the "Parties."

**WHEREAS**, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code;

**WHEREAS**, Burleson is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

**WHEREAS**, JCSUD currently owns, operates, and maintains certain water utility lines and facilities within the Chisholm Summit Development Phases 1, 2 and 3, currently located in Johnson County, Texas, as more particularly described and illustrated in the map attached as Exhibit "A", attached hereto and incorporated herein by reference for all purposes (the "Plat");

**WHEREAS**, the current location of the water utility lines and facilities belonging to JCSUD within the Chisholm Summit Development Phases 1, 2 and 3 is highlighted in blue on the Map attached as Exhibit "B" (the "Current Facilities");

**WHEREAS**, Burleson needs to adjust, remove, and/or relocate the Current Facilities to Burleson's jurisdictional right-of-way within the Chisholm Summit Development Phases 1, 2 and 3 as illustrated in blue and otherwise identified on the Map (the "Initial Relocation Project");

**WHEREAS**, JCSUD is willing to permit the placement of its facilities within the right-of-way necessary for the Project according to the terms and conditions set forth herein;

**WHEREAS**, if Burleson determines from time to time that it is necessary to make certain improvements in their jurisdictional right-of-way which would require the Initial Relocation Project water utility lines and facilities belonging to JCSUD to be further adjusted, removed, and/or relocated ("Possible Future Adjustments"), the Parties shall work in good faith to make such necessary future adjustments, and Burleson shall be responsible for any future costs associated with the Possible Future Adjustments, including, but not limited to, engineering costs, easement acquisition costs, construction costs, and inspection costs;

**WHEREAS**, the Parties agree that JCSUD is willing to be responsible for any future cost related to the maintenance and repair of the JCSUD distribution lines and related facilities in the Current Facilities, Initial Relocation Project, and/or Possible Future Adjustment, and the Parties

agree that the responsibility for the construction of such maintenance shall be as provided in this Agreement;

**WHEREAS**, The Parties agree that they will work in good faith to ensure the Initial Relocation Project, Possible Future Adjustments, and any future maintenance of the of the same do not unreasonably impact the maintenance and operation of JCSUD's water line facilities;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

## **I. INITIAL RELOCATION PROJECT AND POSSIBLE FUTURE ADJUSTMENTS**

1. Initial Relocation Project Authorized. The Parties hereby agree that Burleson may adjust, remove, and/or relocate the Current Facilities to Burleson's jurisdictional right-of-way shown in blue and otherwise identified in the Map pursuant to the Initial Relocation Project. The Parties agree that the facilities subject to relocation will be mutually agreed upon.

2. Responsibility for Construction of the Initial Relocation Project. The Parties agree that Burleson shall be responsible for conducting necessary engineering, and/or surveying of the area to which the facilities will be relocated, acquiring easements for the Initial Relocation Project, and all construction associated with the Initial Relocation Project. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction, and JCSUD shall not unreasonably withhold its approval. JCSUD agrees that Burleson may assign and/or subcontract the Initial Relocation Project work to any contractor, including to the general contractor selected by Burleson to undertake all or part of the Initial Relocation Project.

3. Construction of the Initial Relocation Project. After the Effective Date, JCSUD agrees to provide written notice authorizing Burleson to begin performing work of the Initial Relocation Project. Burleson agrees to perform such work in a reasonable time frame, however, all parties shall recognize events outside of Burleson's control may cause construction delays, including but not limited to a strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, the act of a public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by JCSUD, or any third party with Burleson's ability to proceed with Initial Relocation Project, or any other event in which Burleson has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Burleson. Once all inspections have been performed by JCSUD and the facilities found to be in conformance with the construction plans, JCSUD shall provide a letter of final acceptance. A two-year maintenance bond shall be provided by the contractor for any water line relocations associated with the Initial Relocation Project. Burleson agrees to work with JCSUD in any correspondence with the contractor if there are deficiencies identified within the two-year maintenance period.

4. Possible Future Adjustments. If Burleson determines from time to time that it is necessary to make certain improvements in their jurisdictional right-of-way which would require the Initial Relocation Project water utility lines and facilities belonging to JCSUD to be further adjusted,

removed, and/or relocated, the Parties shall work in good faith to make such necessary future adjustments, and Burleson shall be responsible for construction cost associated with the Possible Future Adjustments, including, but not limited to, engineering costs, easement acquisition costs, construction costs, and inspection costs.

5. Responsibility for Construction of Possible Future Adjustments. If Possible Future Adjustments are required, the Parties agree that Burleson shall be responsible for conducting necessary engineering, and/or surveying of the area to which the facilities will be relocated, acquiring easements for the Possible Future Adjustments, and all construction associated with the Possible Future Adjustments. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction, and JCSUD shall not unreasonably withhold its approval. JCSUD agrees that Burleson may assign and/or subcontract the Possible Future Adjustments work to a contractor.

6. Construction of the Possible Future Adjustments. If Possible Future Adjustments are required, Burleson agrees to perform such work, if any, in a reasonable time frame, however, all parties shall recognize events outside of Burleson's control may cause construction delays, including but not limited to a strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, the act of a public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by JCSUD, or any third party with Burleson's ability to proceed with Possible Future Adjustments, or any other event in which Burleson has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Burleson. Once all inspections have been performed by JCSUD and the facilities found to be in conformance with the construction plans, JCSUD shall provide a letter of final acceptance. A two-year maintenance bond shall be provided by the contractor for any water line relocations associated with the Possible Future Adjustments. Burleson agrees to work with JCSUD in any correspondence with the contractor if there are deficiencies identified within the two-year maintenance period.

## II. MAINTENANCE

1. Responsibility for Construction for Maintenance and Repairs. The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and related facilities in the Project as needed to maintain normal operations ("Waterline Maintenance"). JCSUD will be responsible for excavation and backfill associated with maintenance of the Project water line facilities ("Inground Maintenance"). Burleson shall be responsible for the restoration of the grass, sidewalk, curbing, and pavement if removed as a result of maintenance to distribution lines and related facilities in the Project by JCSUD ("Surface Restoration"). JCSUD and Burleson will work together cooperatively to coordinate the construction, repairs, and restoration of all items associated with Waterline Maintenance, Inground Maintenance, and Surface Restoration.

2. Responsibility for Costs of Construction for Maintenance and Repairs. JCSUD shall be solely responsible for all costs related to Waterline Maintenance, and Inground Maintenance. JCSUD shall be directly responsible for and pay all costs associated with Waterline Maintenance and Inground Maintenance. Burleson will advance and pay the costs, if any, associated with Surface Restoration, subject to its right of reimbursement from JCSUD as provided below.



3. Right of Reimbursement. Upon Burleson's completion of Surface Restoration construction, Burleson will make application for reimbursement to JCSUD. Each application for reimbursement submitted by Burleson will clearly describe the work or services done for which reimbursement is sought and include any applicable invoices. JCSUD agrees to reimburse Burleson in full within thirty (30) days after receipt of Burleson's reimbursement application. The Parties agree that Burleson's reasonable in-house costs directly related to Surface Restoration, such as employee time, materials, and equipment costs, are valid costs that are eligible for reimbursement.

### **III. TERMINATION**

Termination shall be by mutual consent of both parties. All payment provisions in Section II of this Agreement shall survive any termination of this Agreement and shall be binding on the Parties and their successors and assigns.

### **IV. MISCELLANEOUS**

1. Notices. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District  
Attn: General Manager  
P.O. Box 1390  
Joshua, TX 76058  
T: (817) 760-5200  
F: (817) 760-5238

City of Burleson  
Attn: City Manager  
141 W. Renfro St.  
Burleson, TX 76028  
T: (817) 426-9600  
F: (817) 426-9376

2. Compliance with Applicable Laws. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the.

3. Disclaimer of Liability. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS,

JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS SECTION IV.3. SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND SHALL BE BINDING ON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.

6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.

7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.

9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement. Exhibit A is a preliminary plat and will be replaced with the final plat once approved by the City and filed for record at the County Clerk's office. Exhibit B (Detailed Current Water Facilities Layout) is a preliminary water facilities layout and will be replace with the final layout once construction has been completed and accepted by JCSUD.

10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties. However, the City Manager and the District General Manager may substitute the final, as-built exhibits upon completion of Cosntruction without amending this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.

12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.

15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

16. Enforceability. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.

17. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

***[Signature Pages to Follow]***

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_

[SEAL]

**CITY OF BURLESON, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

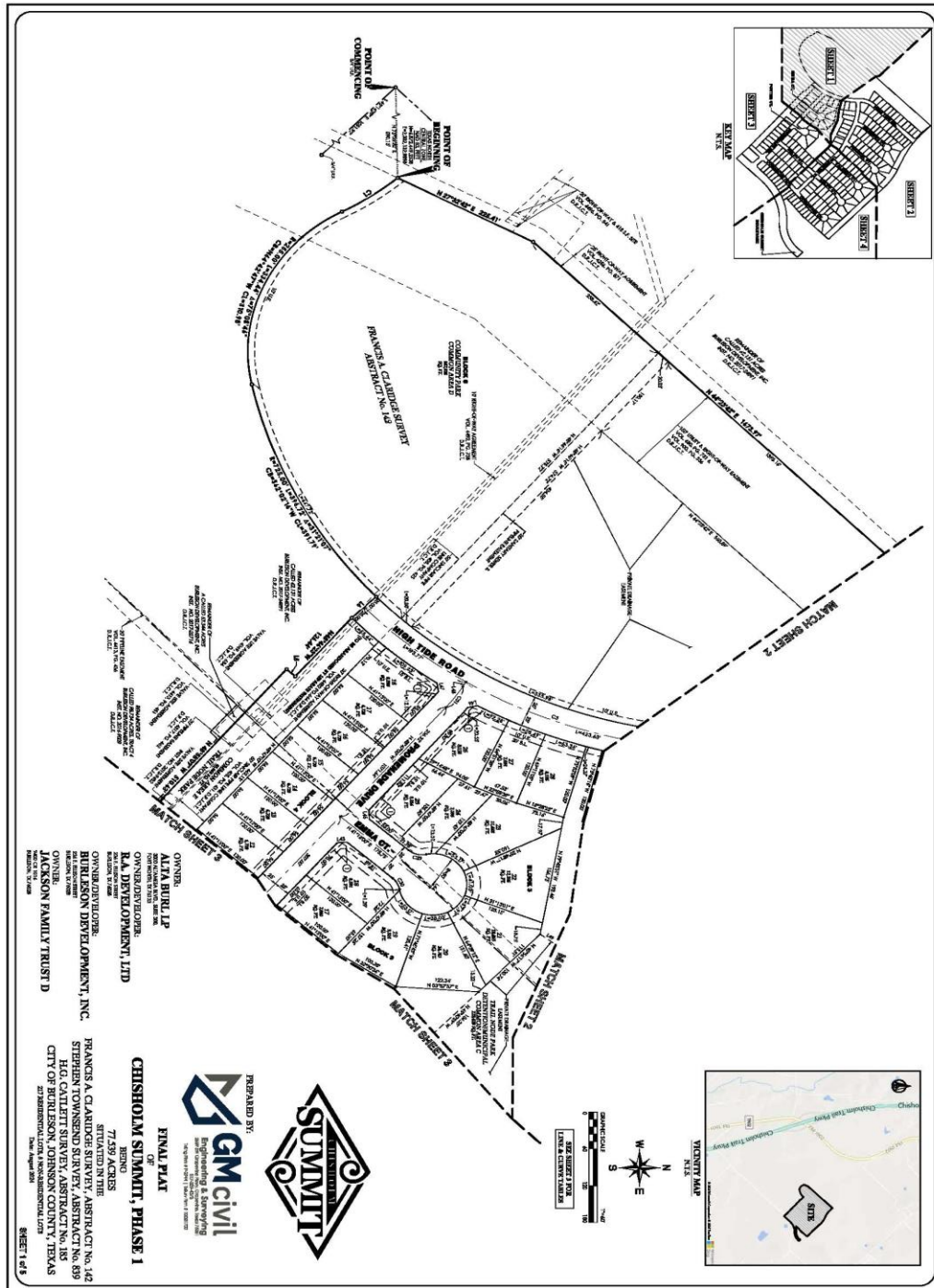
\_\_\_\_\_

Name: \_\_\_\_\_

[SEAL]

# Exhibit "A"

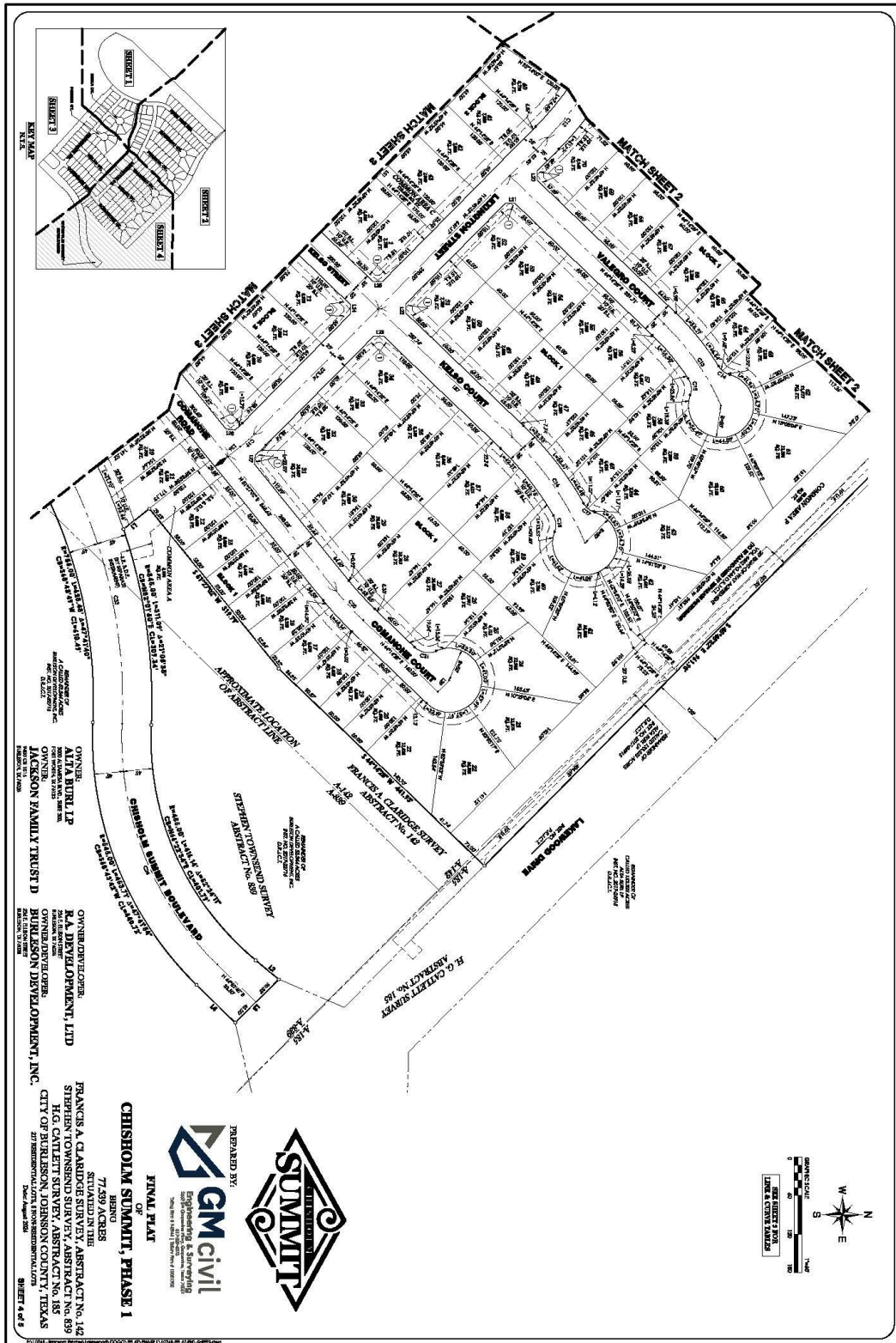
## (Chisholm Summit Legal Description)

















STATE OF TEXAS  
COUNTY OF JOHNSON

E.A. Development, LTD.

STATE OF TEXAS
COUNTY OF JOHNSON

1. **Beating**  
**Arms**

04/20/2024 2:45 PM

**BURVEYOR'S CERTIFICATE**  
THIS is to certify that I, John H. Hoogstra, of Hoogstra

04/29/2024 2:45 P.M.

### APPROVAL

City Secretary

### 7.8 VISIBILITY TRIANGLE



WITH AN THREE VARIETY ENGLISH.

NO POSTULATED LITERATURE, 4 COMMUNICATIONS  
 Dates: August 2024

**SHEET 2 of 2**

## BEING

OF

Submitted for review 8/29/2024 2:45 PM



as storm water, public utility, pedestrian, or other purposes.

THE CORPORATION	STREET NAME	TYPE/STATUS	W-C-P/Category
N4	CHAMBER ROAD	22 ROW	0.09
N4	BRISTOL STREET	52 ROW	1.274
N4	BOI BEN ROAD	52 ROW	0.067
N4	THOMAS ROAD	52 ROW	0.555
N4	THOMAS ROAD	52 ROW	0.555
N4	ALLURE	22 ROW	0.06
TOTAL ROW RECAPITULATE			3.005

## FILED FOR RECORD \_\_\_\_\_, 20\_\_

Copyright © 1999 by John Wiley & Sons, Inc.

## LAND USE TABLE

Chico Site Area	17,268 Acres
Total Number Lots	57
Residential Lot Area	6,931 Acres
Number Single Family Residential Lots	53
Number Dwelling Units	53
Common Areas	1,224 Acres
Number Common Area Lots	4
Right-of-Way Area	3,253 Acres





## COUNTY OF JARVIS

compared her and this

THEIR 20th 77 days  
carried her and set a

## COUNTY OF JOHNSON

---

**William B. Evers**

FILED FOR ME CO

how polished the de-

1000

The right of way dedication is granted in fee simple to the City of Burlington for use as shown on the plat.

[illegible]

**(Detailed Current Water Facilities Layout)**



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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation

**FROM:** Jen Basham, Director of Parks and Recreation

**MEETING:** June 2, 2025

---

**SUBJECT:**

Consider and take possible action on a contract with Johnson Fitness and Wellness through a vendor purchasing agreement for the purchase of cardio and strength fitness equipment at a total price of \$18,568.79. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

**SUMMARY:**

Staff conducts an annual inspection of the fitness equipment at the Burleson Recreation Center. During this year's review, it was determined that the majority of our budget should be allocated toward replacing the plate-loaded strength equipment. Below is a comprehensive list of the equipment being replaced, as well as the new pieces that will be added to our inventory.

Equipment being Replaced:

- Espresso Bike (1) – 3-year software subscription

New:

- Weightlifting Platform (1)

New Inclusive Pieces:

- Treadmill with Full-Length Handrails (1)

**RECOMMENDATION:**

Staff recommends approval as presented.

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

Park Board reviewed this item on April 17, 2025 and unanimously recommended approval.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Proposed Expenditure: \$18,568.79  
Account Number(s): 203-5004-70025  
Fund: PPF  
Account Description: Furniture & Equipment

**STAFF CONTACT:**

Jen Basham  
Director of Parks and Recreation  
[asmith@burlesontx.com](mailto:asmith@burlesontx.com)  
817-426-9629



# BRICK FITNESS EQUIPMENT REPLACEMENT

CITY COUNCIL JUNE 2, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

# BACKGROUND

- Staff conducts annual inspections of all fitness equipment to identify the most critical maintenance needs.
- The last equipment replacement was completed in FY 22 (calendar year 2023).
- Current inventory:
  - Cardio – 86 pieces
  - Machine Weights – 35 pieces
  - Plate Loaded - 27 pieces
- Total number of pieces being replaced this cycle: 39



# EQUIPMENT LISTING

## Replacement:

- Cardio (7)
- Plate Loaded (11)
- Multi-use Bench (1) – replacing decline bench
- Abdominal Bench (2)
- Vertical Bar Storage (1)
- Variety of Bars (9)
- Plyo Boxes (4)
- Punching Bag & Stand (1)
- Battle Ropes (3)
- Hoist Shroud Replacement (18)

## New:

- Weightlifting Platform (1)
- Plate Loaded Bicep Curl (1)
- Additional Plate Weights (40)
- Dumbbells (4)
- Recumbent Bikes (2)

## New Inclusive Pieces:

- Total Body Exerciser (1)
- Recumbent Elliptical (1)
- Treadmill with Full-Length Handrails (1)
- Hand Grips (1)
- Treatment Table (1)
- Battle Rope with Handles (1)



**HAND GRIPS**



**TREATMENT TABLE**



**BATTLE ROPE WITH HANDLES**



**TOTAL BODY EXERCISER**



**RECUMBENT ELLIPTICAL**



**TREADMILL WITH FULL-LENGTH  
HANDRAILS**

## NEW INCLUSIVE EQUIPMENT & ACCESSORIES



# QUOTES

Johnson Fitness: \$109,067.39

Buyboard Amount: \$90,498.60

Vendor Agreement Amount: \$18,568.79

CommFit: \$116,592.08

With Shroud Replacement: \$122,892.08

\*This price includes a \$6,300 shroud replacement for 18 pieces of equipment, this can only be done by CommFit

Fit Supply: \$134,516.64



# Maintenance & Warranty

Most pieces of equipment come with a one to two year limited warranty

Currently, the BRiCk is contracted with CommFit for preventative maintenance.

CommFit will be allowed to provide this service for the new CommFit equipment.

# FUNDING

The funds for the fitness equipment replacement were included with the mid-year budget amendment on March 24, 2025.

Vendor: Johnson Fitness and Wellness

Total: \$109,067.39

Total Budget: \$147,000

\*Shroud equipment will be approved administratively and purchased through CommFit



# Timeline



APRIL 17 PARK  
BOARD

JUNE 2  
COUNCIL

SEPTEMBER  
REPLACEMENT  
COMPLETED



# DIRECTION

Approve a contract with Johnson Fitness & Wellness for the fitness equipment replacement.

Staff recommends approval  
Park Board reviewed on April 17 and  
unanimously recommended approval

Deny a contract with Johnson Fitness & Wellness for the fitness equipment replacement.



Purchasing

**VENDOR AGREEMENT  
CITY OF BURLESON, TEXAS**

This Vendor Agreement (the “Agreement”) is hereby entered into by and between **JOHNSON FITNESS & WELLNESS** (the “Vendor”), and the City of Burleson, a Texas home-rule municipality (the “City”), for the purchase of purchase of new fitness equipment and related services.

**WHEREAS**, the City has identified several pieces of fitness equipment at the Burleson Recreation Center (BRiCk) that are at the end of life and require replacement; and

**WHEREAS**, the City recognizes an additional need for new inclusive equipment and accessories to best serve BRiCk members; and

**WHEREAS**, the City has determined Johnson Fitness & Wellness offers the best value for new and replacement fitness equipment; and

**NOW, THEREFORE**, the City and Vendor agree that the recitals above are true and correct, and further agree mutually agree as follows:

1. Vendor agrees to furnish and deliver to the City, the goods or services requested by the City as further detailed in Vendor’s bid/proposal attached to this Agreement as **Exhibit A**.
2. The City agrees to pay Vendor for the goods or services at the prices shown on Exhibit A, which are incorporated into this Agreement by reference as if fully set forth herein.
3. Payments under this Agreement shall be in the amount of **EIGHTEEN THOUSAND, FIVE HUNDRED SIXTY-EIGHT AND 79/100 DOLLARS (\$18,568.79)**.
4. The term of this Agreement shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Agreement shall be for the purchase of good or services as specified and quoted by the Vendor subject to appropriation of funds by the City.
5. The City shall make payment for goods or services in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor.
6. This Agreement is made and shall be construed according to the laws of the State of Texas, without regard for conflicts of law principles. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Johnson County, Texas. This Agreement is made and is to be performed in Johnson County, Texas.
7. All written notices shall be deemed to have been duly served if delivered in person to an individual, officer, legal representative, or member of the party for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the person giving the notice.
8. **INDEMNIFICATION.** THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY (THE “CITY INDEMNIFIED PARTY”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES

(INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE GOODS OR SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "INDEMNIFIED CLAIMS"), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM THE WRONGFUL ACT OR OMISSION OR NEGLIGENCE OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

9. Governmental Functions/Immunities. The parties hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including, but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.
10. Warranty: All products' and manufacture's warranties and guarantees under the bid/proposal or Vendor guarantees or warranties shall be assigned to the City upon acceptance of delivery.

### MISCELLANEOUS

The terms and conditions of any exculpatory or indemnity provisions in the Agreement shall construed in favor of the party being protected and shall survive the termination and completion of the Agreement. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement.

Vendor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the City for any purpose whatsoever, including, but not limited to, entitlement to City employee benefits. Vendor hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder.

The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

This Agreement is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

This Agreement may be executed in counterparts, each of which shall be deemed an original and constitute one and the same instrument.

This Agreement, together with all exhibits referenced herein, embody the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have accepted the terms of this Agreement and caused this Agreement, including the exhibits attached hereto and incorporated herein by reference for all purposes, to be executed as of the dates set forth below.

**CITY OF BURLESON, TEXAS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSON FITNESS & WELLNESS:**

DocuSigned by:  
By: James Yukawa  
62BA3FF90E4C42F...

James Yukawa  
Name: \_\_\_\_\_

Title: Regional Commercial Manager

5/12/2025  
Date: \_\_\_\_\_



## Johnson Fitness & Wellness

McKenzie Childress (4375)

1600 Landmark Dr.

Cottage Grove , WI 53527

Phone: (972) 632-6089

Fax: ( ) -

Email: McKenzie.Childress@johnsonfit.com

# Quote

**Quote Order** 350-005454

**Date** 04/29/25

### Ship To Information

#### City of Burleson - BRiCK

Allison Smith

550 NW Summercrest Blvd

Burleson, TX 76028

Work: (817) 426-9629

Email: asmith@burlesontx.com

### Bill To Information

#### City of Burleson - BRiCK

Allison Smith

550 NW Summercrest Blvd

Burleson, TX 76028

Work: (817) 426-9629

Email: asmith@burlesontx.com

**Expiration Date:** 6/18/2025

**Terms:** Net 30 Days

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
<b>Cardio Equipment</b>							
1	GO-U2	Expresso GO Upright	Deliver	<input type="checkbox"/>	\$7,295.00	\$5,472.60	\$5,472.60
1	Basic - 3	Expresso GO 3 year sub	Deliver	<input type="checkbox"/>	\$1,795.00	\$2,089.04	\$2,089.04
<b>All Ability Equipment</b>							
1	SA-T635M	SportsArt* T635M Medical Treadmill	Deliver	<input type="checkbox"/>	\$7,195.00	\$6,840.00	\$6,840.00
		*Includes Medical Rail		<input type="checkbox"/>			
1	A370566	Performa Power Mat Platform - Dove Grety 5x7	Deliver	<input type="checkbox"/>	\$4,167.15	\$4,167.15	\$4,167.15
<b>First time Johnson Customer Discount</b>							
1		Install Labor	Deliver	<input type="checkbox"/>	\$9,550.00	\$0.00	\$0.00
1		Factory Freight		<input type="checkbox"/>	\$0.00	\$0.00	\$0.00

### Special Instructions:

NON-COOP QUOTE

Omnia Cooperative Members 157521

**Item Total:** \$18,568.79

**Tax:** \$0.00

**TOTAL:** \$18,568.79

**Standard Terms and Conditions**

- 1. All orders must be prepaid before shipment without approved credit.
- 2. These prices are subject to change after 30 days from document date.
- 3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- 4. Any changes on orders must be made within 7 days after the order is accepted.
- 5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
- 6. Buyer agrees to promptly file claim for all goods damaged in transit.
- 7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
- 8. A Preventative Maintenance Agreement is available for all equipment.
- 9. Equipment lease is available with approved credit.
- 10. All unit prices are F.O.B. manufacturer.
- 11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

**Please send check payments to:**  
**DBA Johnson Fitness & Wellness**  
**1600 Landmark Drive**  
**Cottage Grove, WI 53527**

**Acceptance of Proposal:**

These prices, specifications and conditions are satisfactory and are hereby accepted.  
I am authorized to order the listed equipment with full understanding  
of the payment terms.

**Authorized Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**P.O. Number:** \_\_\_\_\_  
**Date of Acceptance:** \_\_\_\_\_

*[www.johnsonfit.com/commercial](http://www.johnsonfit.com/commercial)*

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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation

**FROM:** Jen Basham, Director of Parks and Recreation

**MEETING:** June 2, 2025

---

**SUBJECT:**

Consider and take possible action on a contract with Johnson Fitness and Wellness through Buyboard cooperative purchasing agreement number 764-25 for the purchase of cardio and strength fitness equipment at a total price of \$90,498.60. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

Staff conducts an annual inspection of the fitness equipment at the Burleson Recreation Center. During this year's review, it was determined that the majority of our budget should be allocated toward replacing the plate-loaded strength equipment. Below is a comprehensive list of the equipment being replaced, as well as the new pieces that will be added to our inventory.

Equipment being Replaced:

- Stairmasters (2)
- Recumbent Bikes (4) - 2 replaced, 2 added
- Upright Bikes (2)
- Squat Rack (1)
- Hack Squat (1)
- Leg Press (1)
- Multi-use Bench Press (1) – replacing decline bench
- Flat Bench Press (1)
- Incline Bench Press (1)
- Flat/Incline/Decline Bench (1)
- Abdominal Bench (2)
- Plate Loaded Chest Press (1)
- Plate Loaded Shoulder Press (1)
- Plate Loaded Lat Pulldown (1)
- Plate Loaded Seated Row (1)
- Plate Loaded Pendulum Squat (1)
- Vertical Bar Storage (1)
- Variety of Bars (9)
- Plyo Boxes (4)
- Punching Bag & Stand (1)
- Battle Ropes (3)

New Equipment:

- Plate Loaded Bicep Curl
- Additional Plate Weights (40)
- Dumbbells (4)

New Total Access Equipment:

- Total Body Exerciser
- Recumbent Elliptical
- Hand Grips
- Treatment Table
- Battle Rope with Handles

**RECOMMENDATION:**

Staff recommends approval as presented.

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

Park Board reviewed this item on April 17, 2025 and unanimously recommended approval.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Proposed Expenditure: \$90,498.60

Account Number(s): 203-5004-70025

Fund: PPF

Account Description: Furniture & Equipment

**STAFF CONTACT:**

Jen Basham

Director of Parks and Recreation

[asmith@burlesontx.com](mailto:asmith@burlesontx.com)

817-426-9629



# BRICK FITNESS EQUIPMENT REPLACEMENT

CITY COUNCIL JUNE 2, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

# BACKGROUND

- Staff conducts annual inspections of all fitness equipment to identify the most critical maintenance needs.
- The last equipment replacement was completed in FY 22 (calendar year 2023).
- Current inventory:
  - Cardio – 86 pieces
  - Machine Weights – 35 pieces
  - Plate Loaded - 27 pieces
- Total number of pieces being replaced this cycle: 39



# EQUIPMENT LISTING

## Replacement:

- Cardio (7)
- Plate Loaded (11)
- Multi-use Bench (1) – replacing decline bench
- Abdominal Bench (2)
- Vertical Bar Storage (1)
- Variety of Bars (9)
- Plyo Boxes (4)
- Punching Bag & Stand (1)
- Battle Ropes (3)
- Hoist Shroud Replacement (18)

## New:

- Weightlifting Platform (1)
- Plate Loaded Bicep Curl (1)
- Additional Plate Weights (40)
- Dumbbells (4)
- Recumbent Bikes (2)

## New Inclusive Pieces:

- Total Body Exerciser (1)
- Recumbent Elliptical (1)
- Treadmill with Full-Length Handrails (1)
- Hand Grips (1)
- Treatment Table (1)
- Battle Rope with Handles (1)



**HAND GRIPS**



**TREATMENT TABLE**



**BATTLE ROPE WITH HANDLES**



**TOTAL BODY EXERCISER**



**RECUMBENT ELLIPTICAL**



**TREADMILL WITH FULL-LENGTH  
HANDRAILS**

## NEW INCLUSIVE EQUIPMENT & ACCESSORIES



# QUOTES

Johnson Fitness: \$109,067.39

Buyboard Amount: \$90,498.60

Vendor Agreement Amount: \$18,568.79

CommFit: \$116,592.08

With Shroud Replacement: \$122,892.08

\*This price includes a \$6,300 shroud replacement for 18 pieces of equipment, this can only be done by CommFit

Fit Supply: \$134,516.64



# Maintenance & Warranty

Most pieces of equipment come with a one to two year limited warranty

Currently, the BRiCK is contracted with CommFit for preventative maintenance.

CommFit will be allowed to provide this service for the new CommFit equipment.

# FUNDING

The funds for the fitness equipment replacement were included with the mid-year budget amendment on March 24, 2025.

Vendor: Johnson Fitness and Wellness

Total: \$109,067.39

Total Budget: \$147,000

\*Shroud equipment will be approved administratively and purchased through CommFit



# Timeline



APRIL 17 PARK  
BOARD

JUNE 2  
COUNCIL

SEPTEMBER  
REPLACEMENT  
COMPLETED



# DIRECTION

Approve a contract with Johnson Fitness & Wellness for the fitness equipment replacement.

Staff recommends approval  
Park Board reviewed on April 17 and  
unanimously recommended approval

Deny a contract with Johnson Fitness & Wellness for the fitness equipment replacement.



## COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between JOHNSON FITNESS & WELLNESS ("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.** 764-25, as amended, (the "Agreement") with an expiration date of 03/31/2028.

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

**REPLACEMENT FITNESS EQUIPMENT FOR THE BURLESON RECREATION CENTER (BRICK) AS OUTLINED IN ATTACHMENT A.**

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 NINETY THOUSAND, FOUR HUNDRED NINETY-EIGHT AND 60/100 DOLLARS (\$90,498.60) ("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, unless acknowledged in writing by both parties, 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 1<sup>st</sup> and shall expire on September 30<sup>th</sup> 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 \_\_\_\_\_.  
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 19TH day of MAY 20 2025 .

CITY OF BURLESON

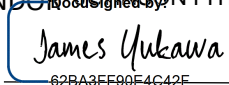
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR: JOHNSON FITNESS & WELLNESS

By:  \_\_\_\_\_  
62BA3FF90E4C42F...

Name: James Yukawa

Title: Regional Commercial Manager

Date: 5/12/2025



## Johnson Fitness & Wellness

McKenzie Childress (4375)

1600 Landmark Dr.

Cottage Grove , WI 53527

Phone: (972) 632-6089

Fax: ( ) -

Email: McKenzie.Childress@johnsonfit.com

# Quote

**Quote Order 350-005453**

**Date 04/29/25**

### Ship To Information

#### City of Burleson - BRiCK

Allison Smith

550 NW Summercrest Blvd

Burleson, TX 76028

Work: (817) 426-9629

Email: asmith@burlesontx.com

### Bill To Information

#### City of Burleson - BRiCK

Allison Smith

550 NW Summercrest Blvd

Burleson, TX 76028

Work: (817) 426-9629

Email: asmith@burlesontx.com

**Expiration Date:** 6/18/2025

**Terms:** Net 30 Days

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
4	VFR60-04	Vision Fitness R60-04 Recumbent Bike	Deliver	<input type="checkbox"/>	\$3,399.00	\$2,067.12	\$8,268.48
2	VFU60-04	Vision Fitness U60-04 Upright Bike	Deliver	<input type="checkbox"/>	\$2,599.00	\$1,563.01	\$3,126.02
2	MD-CC-SC-TC	Muscle D Fitness Stair Climber - Touch Console	Deliver	<input type="checkbox"/>	\$6,995.00	\$6,091.37	\$12,182.74
				<input type="checkbox"/>			
		<b>Strength Equipment</b>		<input type="checkbox"/>			
1	HF-MB-CF-3170-A	Hoist MB CF Flat Olympic Bench With Storage	Deliver	<input type="checkbox"/>	\$1,399.00	\$1,117.29	\$1,117.29
1	HF-MB-CF-3172-A	Hoist MB CF Incline Olympic Bench With Storage	Deliver	<input type="checkbox"/>	\$1,649.00	\$1,316.95	\$1,316.95
1	HF-MB-CF-3177-A	Hoist MB CF Decline Olympic Bench With Storage	Deliver	<input type="checkbox"/>	\$1,649.00	\$1,316.95	\$1,316.95
1	LG3103	Legend 3103 3-Way Utility Bench	Deliver	<input type="checkbox"/>	\$959.00	\$907.53	\$907.53
1	LG3122	Legend Fitness Angled Leg Press	Deliver	<input type="checkbox"/>	\$4,029.00	\$3,811.64	\$3,811.64
1	LG3123	Legend Fitness Hack Squat	Deliver	<input type="checkbox"/>	\$4,409.00	\$3,938.36	\$3,938.36
1	LG3133	Legend 3133 Performance Series Power Cage	Deliver	<input type="checkbox"/>	\$2,529.00	\$2,395.89	\$2,395.89
1	LG3195-R	Legend 3195-R Rubber 8'x6' Lifting Platform	Deliver	<input type="checkbox"/>	\$3,359.00	\$3,176.37	\$3,176.37
1	LG3161	Legend Fitness Ab Crunch Bench	Deliver	<input type="checkbox"/>	\$1,019.00	\$916.44	\$916.44
1	LG3173	Legend 3173 Plate holder/Organizer	Deliver	<input type="checkbox"/>	\$439.00	\$394.52	\$394.52
1	LG3129	Legend Squat Machine	Deliver	<input type="checkbox"/>	\$4,029.00	\$3,595.89	\$3,595.89
1	LG3136-L	Legend Lat Pulldown plate loaded	Deliver	<input type="checkbox"/>	\$1,839.00	\$1,643.84	\$1,643.84
1	LG6004	Legend Fitness LeverEDGE Seated Vertical Row	Deliver	<input type="checkbox"/>	\$3,759.00	\$3,557.53	\$3,557.53
1	LG6001	Legend Fitness LeverEDGE Shoulder Press	Deliver	<input type="checkbox"/>	\$3,549.00	\$3,358.60	\$3,358.60
1	LG6002	Legend Fitness LevelEDGE Incline Chest Press	Deliver	<input type="checkbox"/>	\$2,549.00	\$3,561.64	\$3,561.64
1	LG6007	Legend Fitness LeverEDGE Seated Bicep Curl	Deliver	<input type="checkbox"/>	\$3,989.00	\$3,989.00	\$3,989.00
		<u>***All Strength Ordered in Black Frame/Uph</u>		<input type="checkbox"/>			
		<u>***Legend Strength 12-16 week Lead Time</u>		<input type="checkbox"/>			
				<input type="checkbox"/>			
		<b>Strength Accessories</b>		<input type="checkbox"/>			
1	AOB-2000B	Troy 7' Black Power Bar, 28Mm Dia., 1500Lb.	Deliver	<input type="checkbox"/>	\$450.00	\$317.81	\$317.81
4	TKO-813OB-86MB	TKO Middle Weight Power Bar	Deliver	<input type="checkbox"/>	\$360.00	\$261.37	\$1,045.48

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
1	TROY-TOZ-47	Troy Oly 47" E-Z Curl Bar- chrome	Deliver	<input type="checkbox"/>	\$129.98	\$92.59	\$92.59
1	TROY-AOT-56	Troy Int'l Hex Bar, Dual Grip AOT-56	Deliver	<input type="checkbox"/>	\$287.40	\$219.64	\$219.64
1	TROY-G-MGB	Troy USA Multi-Grip Oly Bar G-MGB	Deliver	<input type="checkbox"/>	\$346.10	\$264.51	\$264.51
1	VTX-SBCB-47	Troy VTX Supra Curl Bar 47 inch	Deliver	<input type="checkbox"/>	\$200.26	\$142.66	\$142.66
3	TKO-256BR-1.5-30	TKO Battle Rope 1.5"-30 feet long, Nylon Covered	Deliver	<input type="checkbox"/>	\$130.00	\$94.38	\$283.14
1	ABS3022	Abs Company Battle Rope	Deliver	<input type="checkbox"/>	\$249.00	\$242.98	\$242.98
1	TKO-260PLB	TKO Plyy Box 12-36 inch	Deliver	<input type="checkbox"/>	\$1,144.00	\$783.56	\$783.56
8	VFW-RGP-5	Vision* Fitness Rubber Grip Plate 5 lb (Each)	Deliver	<input type="checkbox"/>	\$10.00	\$8.22	\$65.76
8	VFW-RGP-10	Vision* Fitness Rubber Grip Plate 10lb (Each)	Deliver	<input type="checkbox"/>	\$20.00	\$16.44	\$131.52
12	VFW-RGP-25	Vision* Fitness Rubber Grip Plate 25 lb (Each)	Deliver	<input type="checkbox"/>	\$50.00	\$41.09	\$493.08
12	VFW-RGP-45	Vision* Fitness Rubber Grip Plate 45 lb (Each)	Deliver	<input type="checkbox"/>	\$90.00	\$73.97	\$887.64
2	VFW-UHX-120	Vision Fitness 120lb Urethane Hex DB (Each)	Deliver	<input type="checkbox"/>	\$480.00	\$287.67	\$575.34
2	VFW-UHX-35	Vision Fitness 35lb Urethane Hex DB (Each)	Deliver	<input type="checkbox"/>	\$140.00	\$83.90	\$167.80
1	HVBG-80	Apollo 80 lb heavy bag	Deliver	<input type="checkbox"/>	\$74.50	\$102.05	\$102.05
1	TKO-522CHBS	TKO Commercial Grade Heavy Bag Stand	Deliver	<input type="checkbox"/>	\$650.00	\$471.92	\$471.92
				<input type="checkbox"/>			
		All Ability Equipment		<input type="checkbox"/>			
1	RB8MAX	NuStep RB8 Recumbent Bike	Deliver	<input type="checkbox"/>	\$5,195.00	\$4,972.10	\$4,972.10
1	NS52421	NuStep RB8 Lap Belt	Deliver	<input type="checkbox"/>	\$125.00	\$117.33	\$117.33
1	NS51056	NuStep RB8 Leg Stabilizer Strap - Large	Deliver	<input type="checkbox"/>	\$55.00	\$52.00	\$52.00
1	T5XR	Nustep T5XR Recumbent Cross Trainer	Deliver	<input type="checkbox"/>	\$6,995.00	\$6,754.45	\$6,754.45
1	51714-TE	Nustep Accessory Essentials Bundle	Deliver	<input type="checkbox"/>	\$1,040.00	\$1,024.66	\$1,024.66
		-Well Grip		<input type="checkbox"/>			
		-Bilateral Leg Stabilizers		<input type="checkbox"/>			
		-Seat Belt		<input type="checkbox"/>			
1	NS20001	NuStep UE8 Pro Upper Body Ergometer	Deliver	<input type="checkbox"/>	\$7,045.00	\$6,654.90	\$6,654.90
1	NS20010	Nustep Accessory Essentials Bundle	Deliver	<input type="checkbox"/>	\$600.00	\$560.00	\$560.00
		-Well Grip Set		<input type="checkbox"/>			
		-Hip Belt		<input type="checkbox"/>			
		-Torso Belt		<input type="checkbox"/>			
		-Floor Mat, Transporter, Accessory Bag		<input type="checkbox"/>			
		First time Johnson Customer Discount		<input type="checkbox"/>			
1		Sales Discount	Deliver	<input type="checkbox"/>	\$8,000.00	\$8,000.00	\$8,000.00
				<input type="checkbox"/>			
1		Install Labor	Deliver	<input type="checkbox"/>	\$9,550.00	\$9,500.00	\$9,500.00
1		Factory Freight		<input type="checkbox"/>	\$0.00	\$0.00	\$0.00

Special Instructions:

BUYBOARD and OMNIA QUOTE  
Omnia Cooperative Members 157521  
BuyBoard # 764-25

Item Total:

Tax:

TOTAL:

\$90,498.60

\$0.00

\$90,498.60

**Standard Terms and Conditions**

- 1. All orders must be prepaid before shipment without approved credit.
- 2. These prices are subject to change after 30 days from document date.
- 3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- 4. Any changes on orders must be made within 7 days after the order is accepted.
- 5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
- 6. Buyer agrees to promptly file claim for all goods damaged in transit.
- 7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
- 8. A Preventative Maintenance Agreement is available for all equipment.
- 9. Equipment lease is available with approved credit.
- 10. All unit prices are F.O.B. manufacturer.
- 11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

**Please send check payments to:**  
**DBA Johnson Fitness & Wellness**  
**1600 Landmark Drive**  
**Cottage Grove, WI 53527**

**Acceptance of Proposal:**

These prices, specifications and conditions are satisfactory and are hereby accepted.  
I am authorized to order the listed equipment with full understanding  
of the payment terms.

**Authorized Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**P.O. Number:** \_\_\_\_\_  
**Date of Acceptance:** \_\_\_\_\_

*[www.johnsonfit.com/commercial](http://www.johnsonfit.com/commercial)*

## City Council Special Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony D. McIlwain, Director

**MEETING:** June 2, 2025

### **SUBJECT:**

185 NW John Jones DR, Suite 150 (Case 25-095): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "C, Commercial", to "C, Commercial" with a Specific Use Permit for a Liquor Store". *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 4-2)*

### **SUMMARY:**

On March 31, 2025, an application was submitted by A. Ron Thrower with Thrower Design LLC on behalf of Brett Baker with H-E-B (owners) for a zoning change request for to allow liquor sales at 185 NW John Jones DR, Suite 150.

### **Development Overview:**

This site is part of a commercial shopping center strip located within River Place Addition. The location is zoned C, Commercial and requires a Specific Use Permit to allow liquor sales at this site. If approved, liquor sales would only apply to the tenant of Suite 150, addressed as 185 NW John Jones and as shown on the ordinance exhibit(s).

In considering whether to grant a specific use permit, the following supplemental regulations must be met unless otherwise approved by City Council:

Supplemental Regulation	Applicant Response
Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.	<b>BUILDING IS NOT LOCATED IN THESE AREAS</b>
Minimum building size shall be 5,000 sq. ft.	<b>ACKNOWLEDGED - BUILDING IS APPROXIMATELY 1,370 SQUARE FEET</b>

No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.	<b>BUILDING IS NOT LOCATED NEAR ANOTHER LIQUOR STORE</b>
A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.	<b>BUILDING DOES NOT/WILL NOT HAVE A DRIVE THROUGH OR DRIVE UP ACCESS</b>
The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.	<b>THIS LIQUOR STORE DOES HAVE A SEPARATE ENTRANCE FOR DELIVERIES AND CUSTOMERS</b>
All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.	<b>TEMPERED GLASS WITH SHATTERPROOF FILM ON BOTH SIDES WILL BE INSTALLED</b>
Shall provide additional landscaping between front facade and the parkway.	<b>NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT</b>
Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage	<b>NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT</b>

**This site is designated in the Comprehensive Plan as Urban Mixed Use.**

The Urban Mixed-Use area is concentrated along Wilshire Boulevard, near John Jones Drive and Hulen Street. These areas should include both nonresidential and higher density residential uses to promote local pedestrian activity. The goal is to create mixed uses in one area that captures some pedestrian trips that would otherwise require an additional trip in a vehicle.

*Staff supports the specific use permit request for liquor sales as the use type generally conforms to the uses of the C, Commercial zoning district.*

**RECOMMENDATION:**

Approve the ordinance with the condition that liquor store sales only apply to Suite 150, addressed as 185 NW John Jones DR (Case 25-095).



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

May 13, 2025 – The Planning and Zoning Commission recommended approval by a vote of 4-2, with Commissioners Taylor and Brookman in opposition.

**REFERENCE:**

[City of Burleson, TX ZONING DISTRICTS](#)

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Tony McIlwain, AICP, CFM  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

# ZC – 185 NW John Jones DR

## Location:

- 185 NW John Jones DR
- H-E-B shopping center

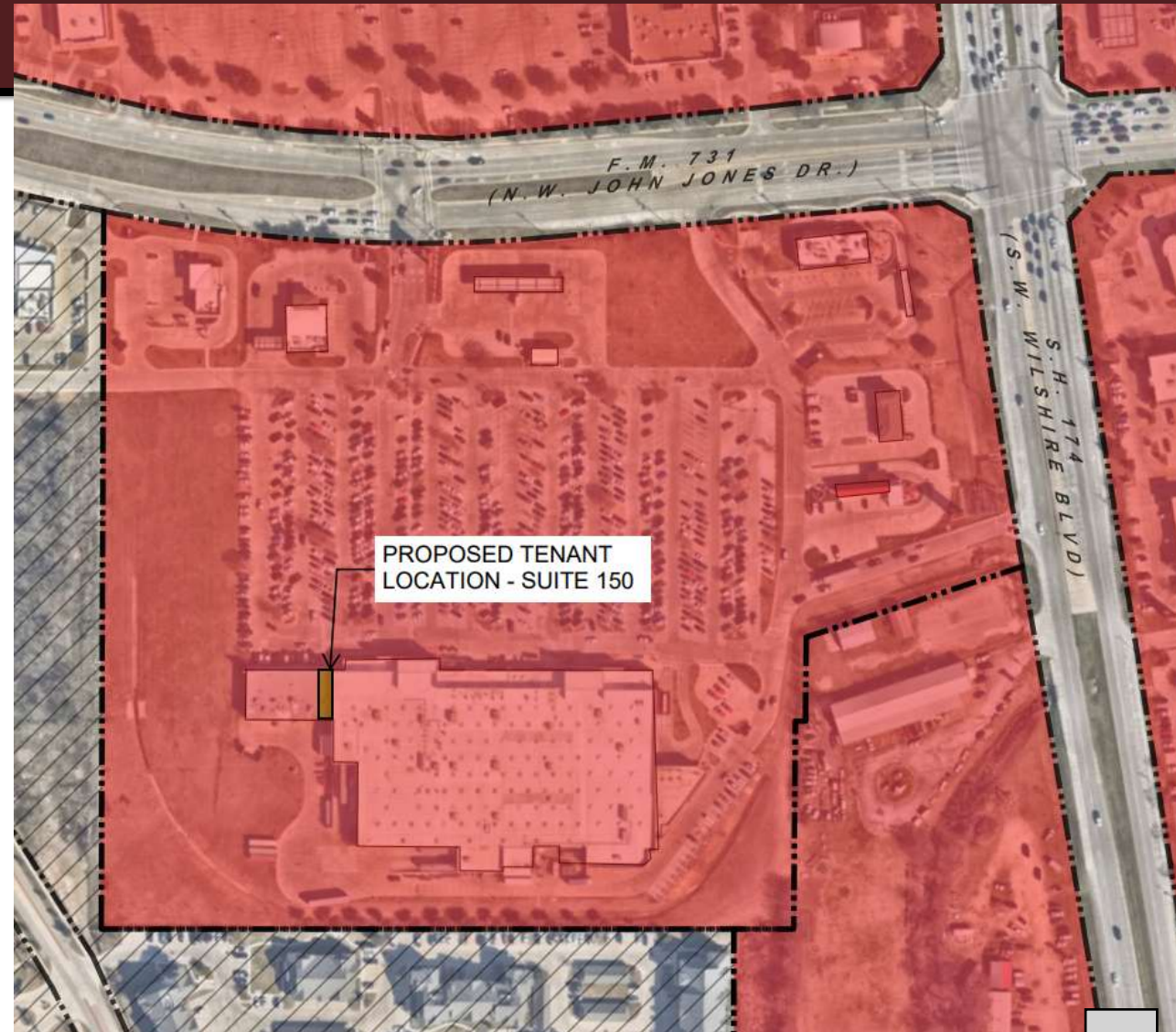
## Applicant:

Ron Thrower (applicant)

Brett Baker (H-E-B, owners)

## Item for approval:

Zoning Change from "C'" Commercial to "C" Commercial with a SUP for a liquor store (Case 25-095)



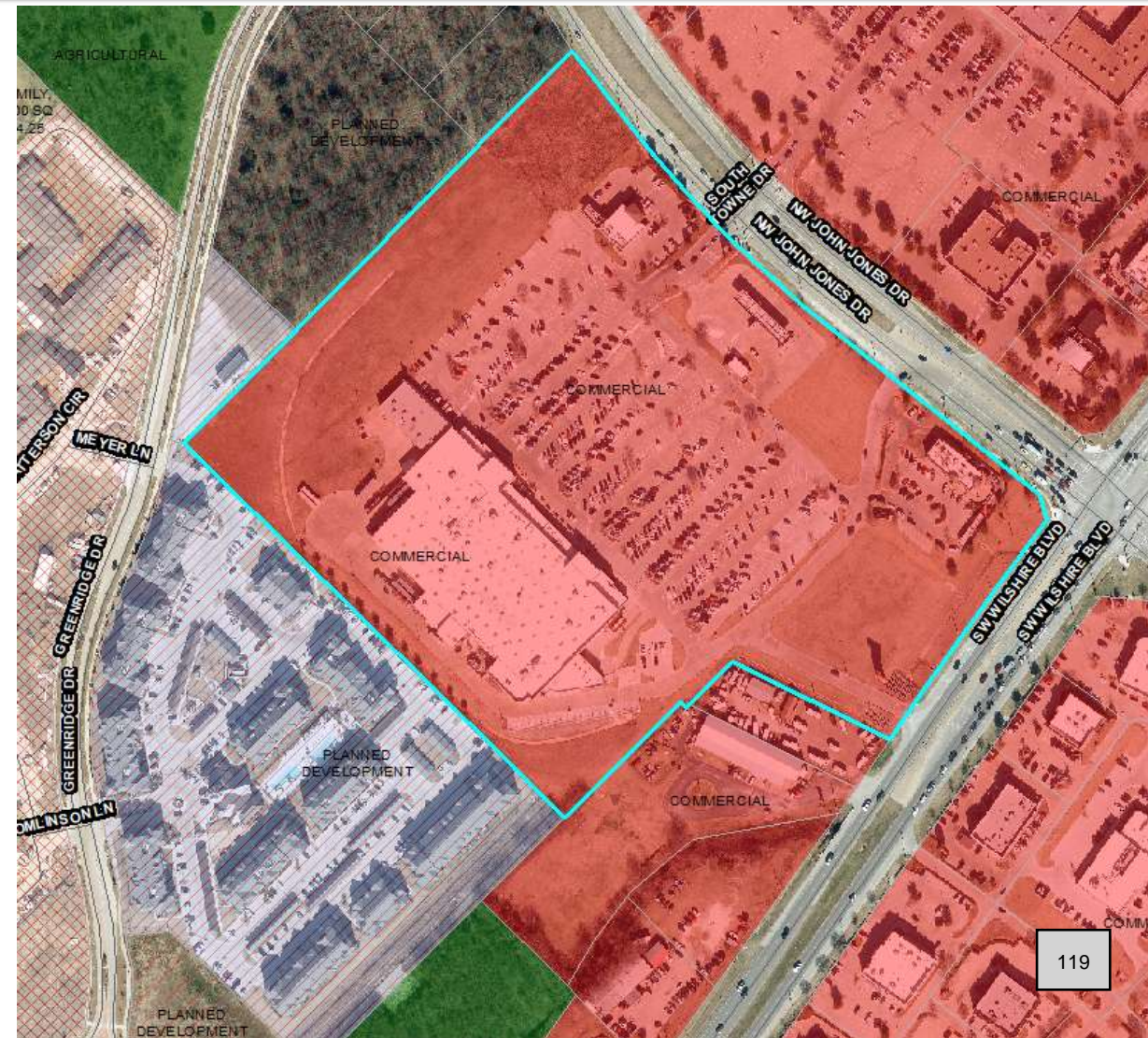
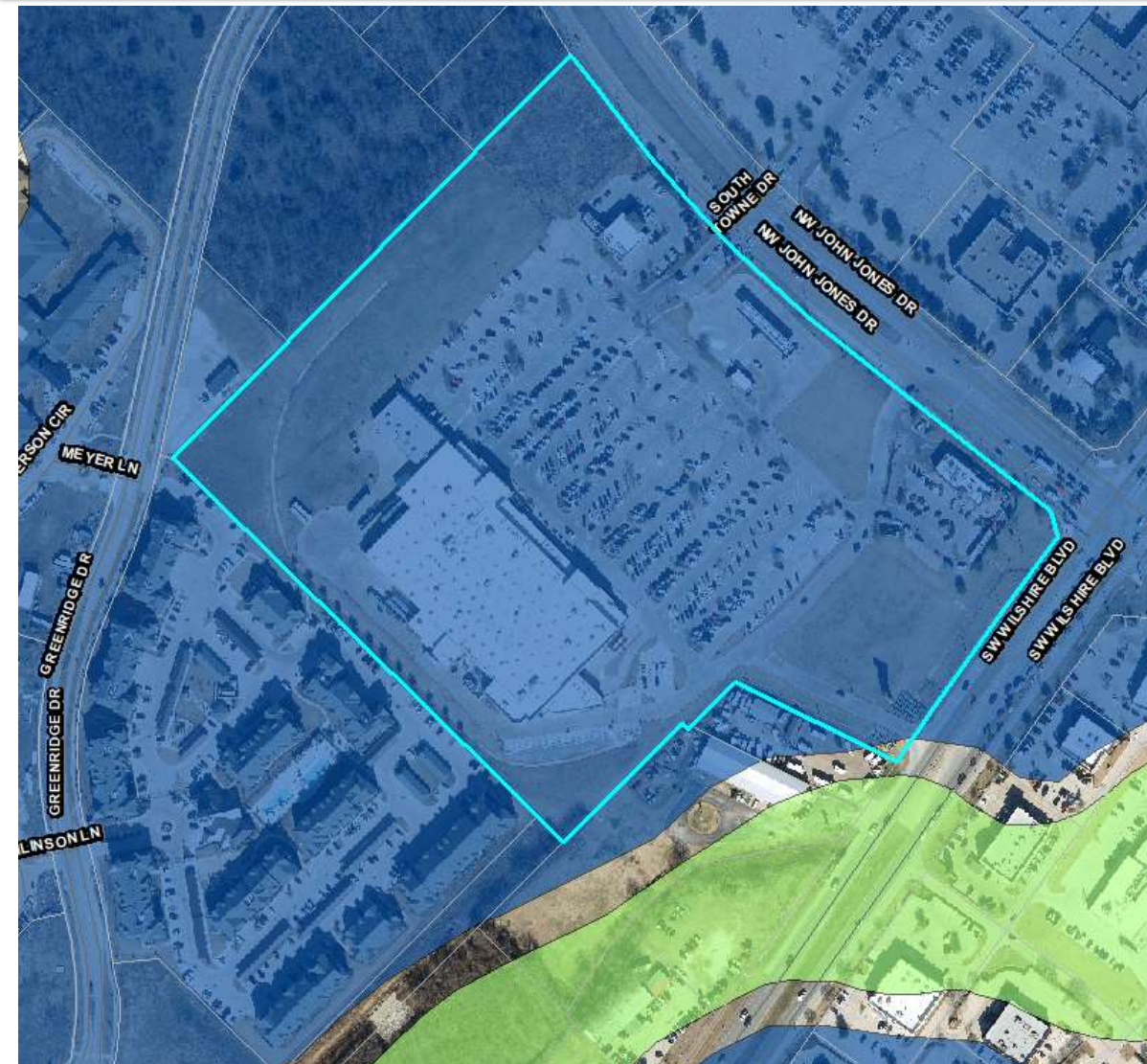


# Comprehensive Plan

Urban Mixed-Use

# Zoning

C, Commercial

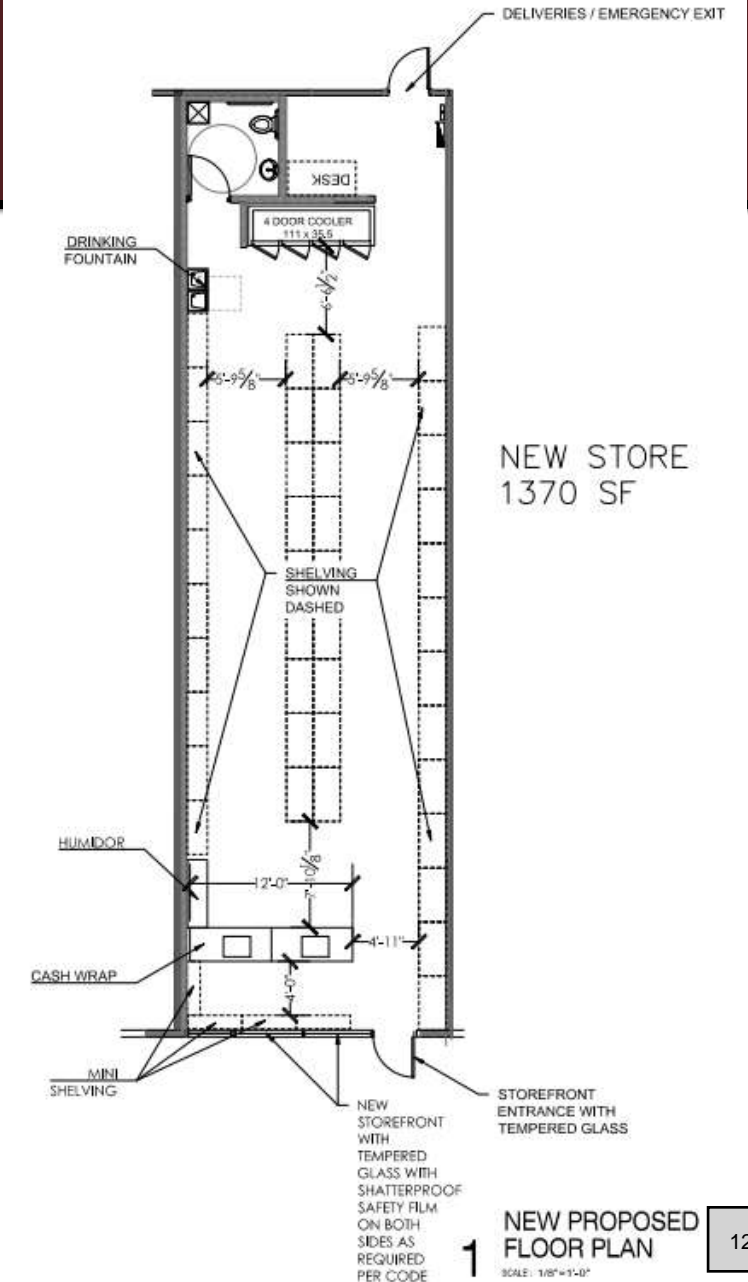




# ZC – 185 NW John Jones DR

Supplemental Regulation	Applicant Response
Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.	<b>BUILDING IS NOT LOCATED IN THESE AREAS</b>
Minimum building size shall be 5,000 sq. ft.	<b>ACKNOWLEDGED - BUILDING IS APPROXIMATELY 1,370 SQUARE FEET</b>
No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.	<b>BUILDING IS NOT LOCATED NEAR ANOTHER LIQUOR STORE</b>
A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.	<b>BUILDING DOES NOT/WILL NOT HAVE A DRIVE THROUGH OR DRIVE UP ACCESS</b>
The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.	<b>THIS LIQUOR STORE DOES HAVE A SEPARATE ENTRANCE FOR DELIVERIES AND CUSTOMERS</b>
All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.	<b>TEMPERED GLASS WITH SHATTERPROOF FILM ON BOTH SIDES WILL BE INSTALLED</b>
Shall provide additional landscaping between front facade and the parkway.	<b>NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT</b>
Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage	<b>NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT</b>

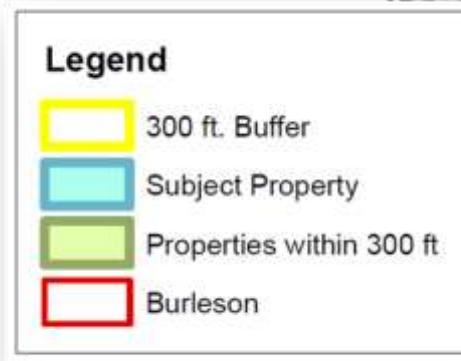
# ZC – 185 NW John Jones DR



# ZC – 185 NW John Jones DR

## Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- Published in newspaper
- Signs Posted on the property





# ZC – 185 NW John Jones DR

## P&Z Summary

### Vote

Recommended approval 4-2.

### Discussion

None

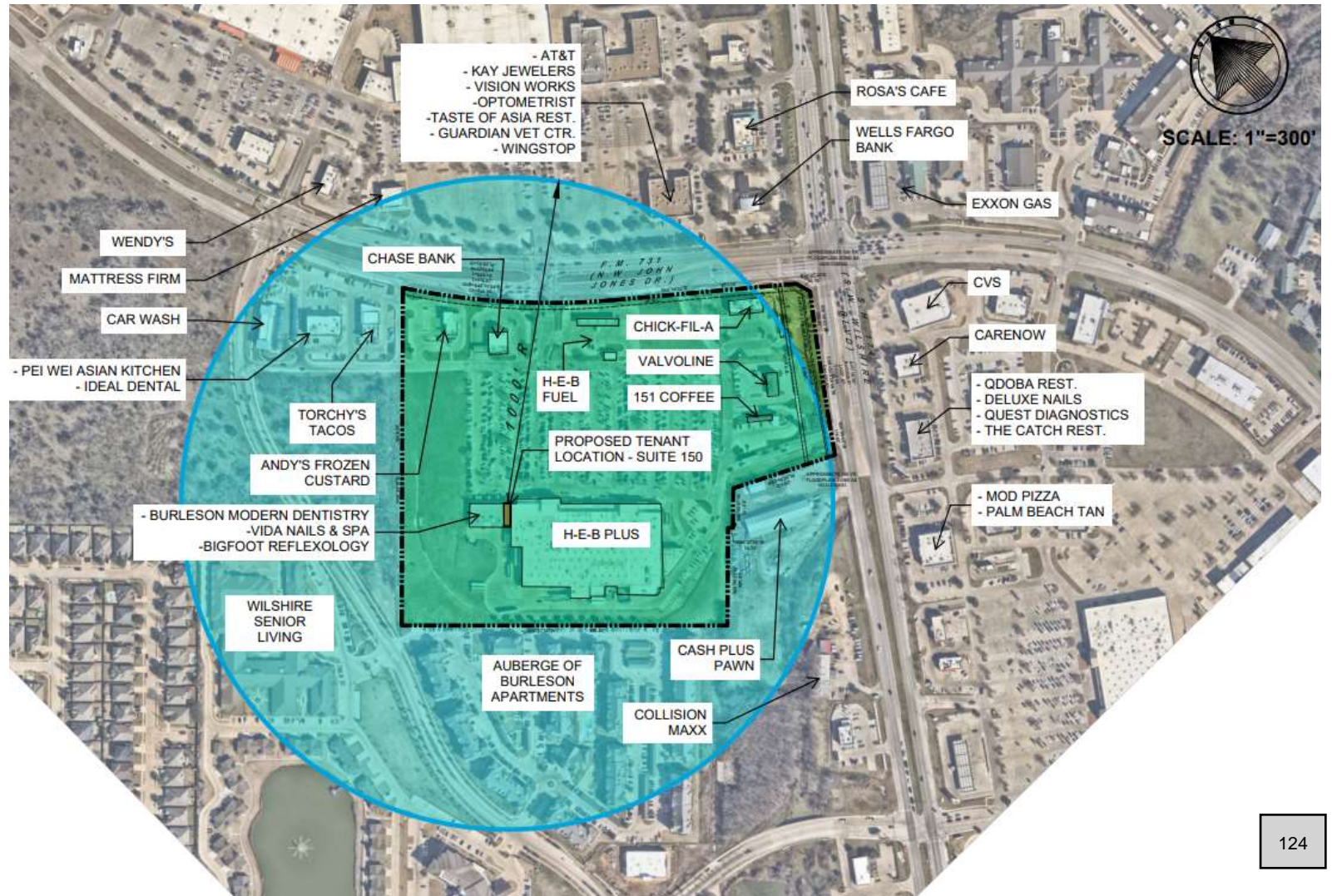
### Speakers

Applicant was present (no questions)

# ZC – 185 NW John Jones DR

## Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “C, Commercial with a specific use permit for a Liquor Store” with the condition liquor sales only apply to the unit addressed as 185 NW John Jones DR, Suite 150.
- Retail use conforms with the Comprehensive Plan





## Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 26.917 ACRES OF LAND DESCRIBED AS LOT 1R, BLOCK 1, RIVER PLACE ADDITION IN THE PLAT FILED IN VOLUME 10, PAGE 268, SLIDE E, PLAT RECORDS JOHNSON COUNTY, TEXAS (P.R.J.C.T) FROM "C" COMMERCIAL TO "C" COMMERCIAL WITH A SPECIFIC USE PERMIT FOR LIQUOR STORE SALES AT THE LOCATION ADDRESSED AS 185 NW JOHN JONES DR, SUITE 150, 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 **A. Ron Thrower** on behalf of H-E-B, LP on **March 31, 2025**, under **Case Number 25-095**, 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 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 **4 to 2** to recommend XX to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Commercial (C)** to **Commercial (C) with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 185 NW John Jones DR, Suite 150**; 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 **Commercial (C)** 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 described as LOT 1R, BLOCK 1, RIVER PLACE ADDITION, in the plat filed in VOLUME 10, PAGE 268, SLIDE E, Plat Records, Johnson County, Texas, included on Exhibit A, from C, Commercial to C, Commercial with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 185 NW John Jones DR, Suite 150, which are incorporated herein as Exhibit B, being attached hereto and incorporated herein by reference for all purposes.

### **Section 2.**

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 3.**

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 4.**

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 5.**

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 6.**

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 7.**

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 8.**

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 & LEGALITY:

---

Amanda Campos, City Secretary

---

E. Allen Taylor, Jr., City Attorney

## Exhibit A Property Description

WHEREAS, HEB GROCERY COMPANY, L.P. is the owner of a parcel of land located in the City of Burleson, Johnson County, Texas, and being a part of Seth M. Blair Survey, Abstract Number 66, a part of the Joshua Minett Survey, Abstract Number 548, and being all of Lot 1, Block 1, River Place Addition, an addition to the City of Burleson as recorded in Volume 9, Page 906, Johnson County Plat Records, and being further described as follows:

BEGINNING at a concrete monument found at the north corner of said Lot 1, said point being in the southwest right-of-way line of Farm-to-Market Highway 731 (N.W. John Jones Drive, a 140 foot wide right-of-way);

THENCE along the northeast line of said Lot 1 and along the southwest right-of-way line of Farm-to-Market Highway 731 as follows:

Southeasterly, 649.19 feet along a curve to the left which has a central angle of 16 degrees 53 minutes 16 seconds, a radius of 2202.55 feet, a tangent of 326.97 feet, and whose chord bears South 42 degrees 17 minutes 24 seconds East, 646.85 feet to a concrete monument found for corner;

South 50 degrees 44 minutes 02 seconds East, 563.29 feet to concrete monument found for corner;

South 16 degrees 47 minutes 30 seconds East, 48.15 feet to a concrete monument found for corner in the northwest right-of-way line of State Highway 174 (S.W. Wilshire Boulevard, a 160 foot wide right-of-way);

THENCE along the northwest right-of-way line of State Highway 174 as follows:

South 36 degrees 39 minutes 53 seconds West, 154.09 feet to a concrete monument found for corner;

Southwesterly, 237.07 feet along a curve to the left which has a central angle of 01 degrees 10 minutes 38 seconds, a radius of 11,539.57 feet, a tangent of 118.54 feet, and whose chord bears South 35 degrees 26 minutes 56 seconds West, 237.07 feet to a concrete monument found for corner;

South 34 degrees 41 minutes 43 seconds West, 116.83 feet to a one-half inch iron rod found at the east corner of Lot 4R, Block 1, Kirkpatrick's Commercial Addition, an addition to the City of Burleson as recorded in Volume 8, Page 805, Johnson County Plat Records;

THENCE North 63 degrees 44 minutes 39 seconds West, 328.52 feet to a one-half inch iron rod found at the north corner of said Lot 4R;

THENCE South 44 degrees 48 minutes 37 seconds West, 121.08 feet to a five-eighths inch iron rod found for corner in the northwest line of Lot 5R, Block 1, Kirkpatrick's Commercial Addition, an addition to the City of Burleson as recorded in Volume 8, Page 807, Johnson County Plat Records;

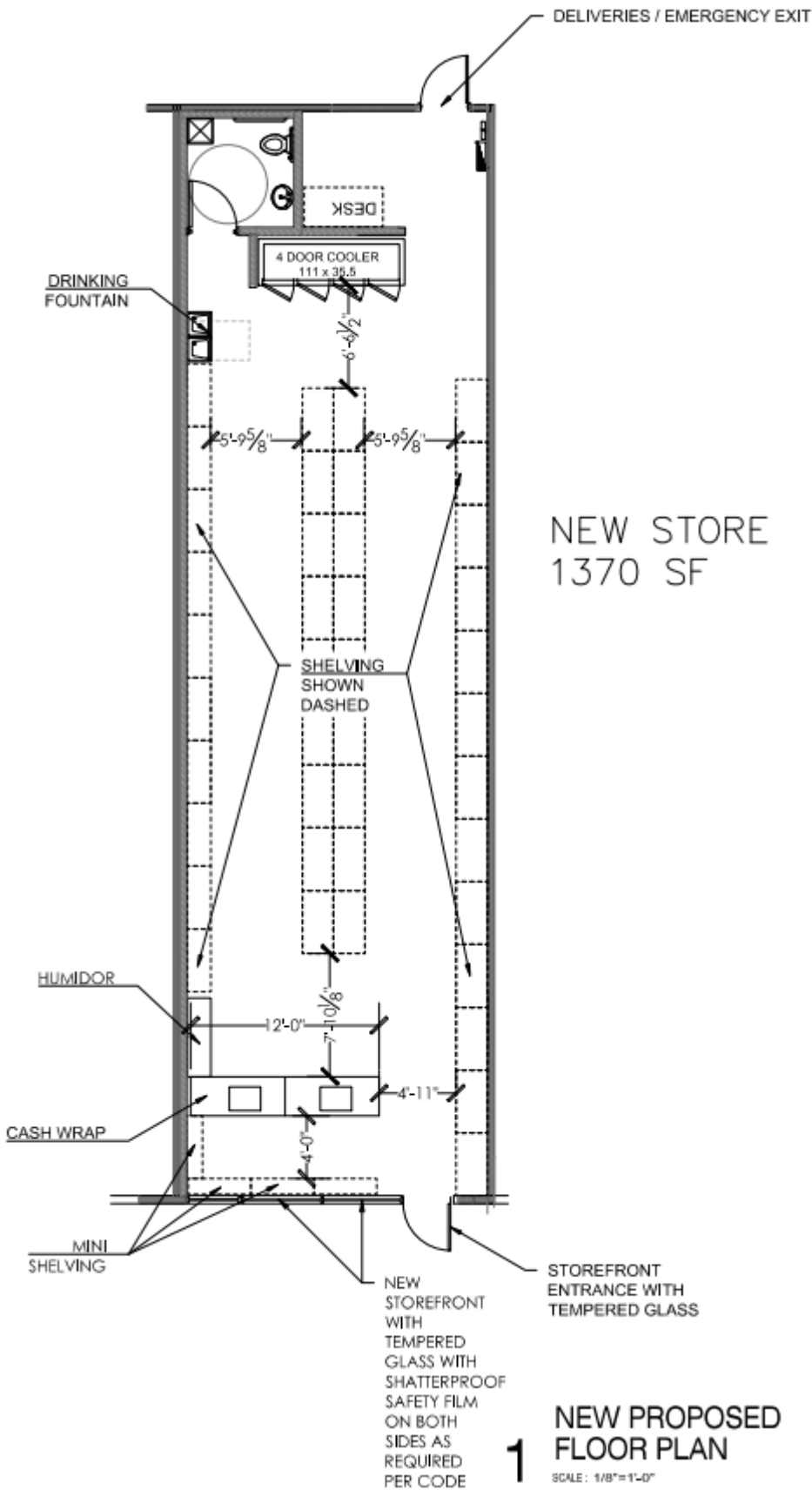
THENCE North 45 degrees 37 minutes 30 seconds West, 14.75 feet to a five-eighths inch iron rod found for corner;

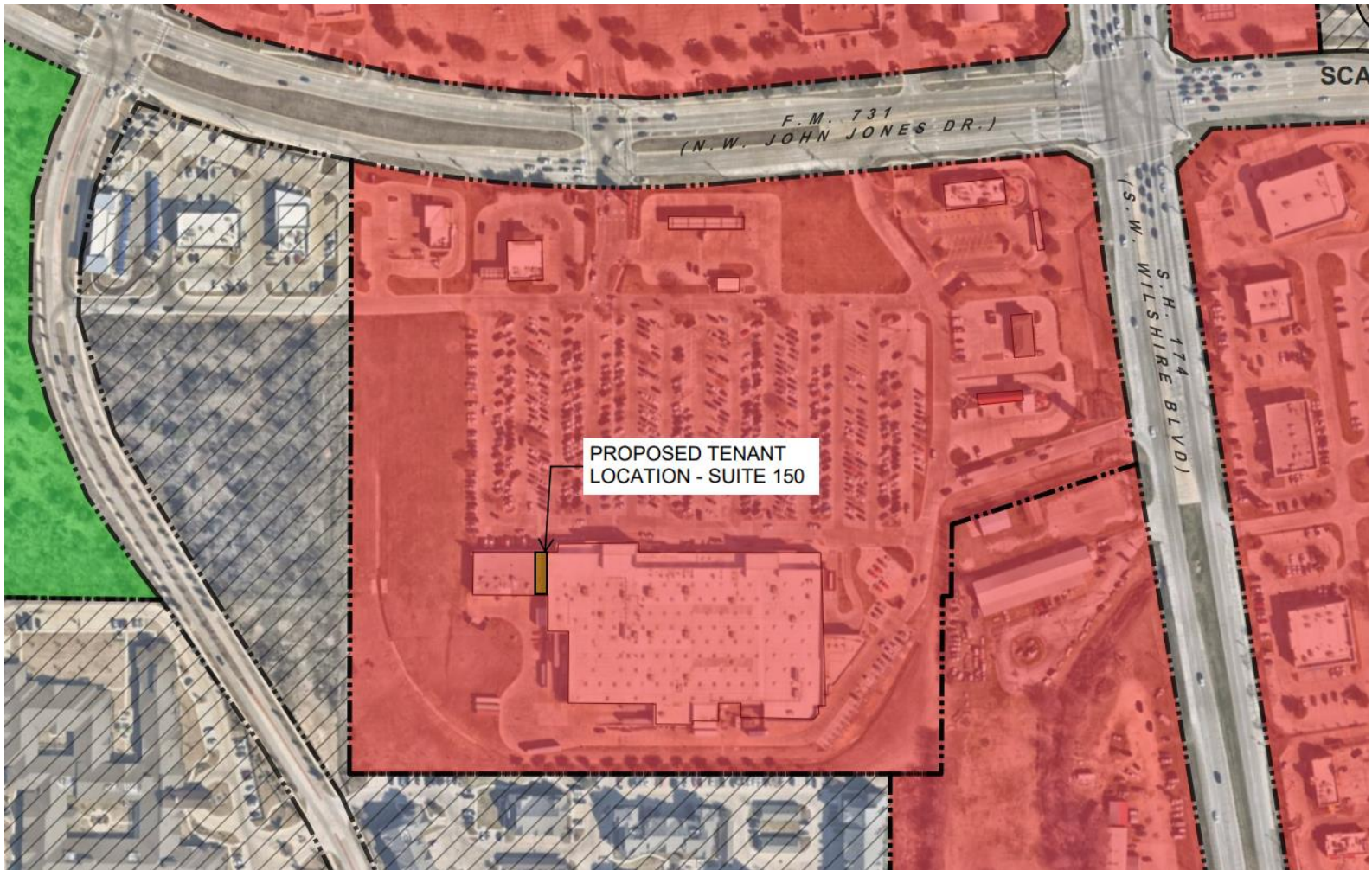
THENCE South 44 degrees 50 minutes 31 seconds West, 300.01 feet to a three-eighths inch iron rod found at the south corner of said Lot 1;

THENCE North 45 degrees 37 minutes 30 seconds West, 999.30 feet to a one-half inch iron rod found at the west corner of said Lot 1;

THENCE North 44 degrees 34 minutes 19 seconds East, 1036.00 feet along the northwest line of said Lot 1 to the POINT OF BEGINNING and containing 1,172,500 square feet or 26.917 acres of land.

Specific Use Permit only applies to the unit addressed as 185 NW John Jones DR, Suite 150 (shown below)





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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation

**FROM:** Jen Basham, Director of Parks and Recreation

**MEETING:** June 2, 2025

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**SUBJECT:**

Consider and take possible action on a project with Kraftsman for the replacement of the Indoor Pool Playstrcutrure at a total price of \$443,674.21. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

The existing Playstructure at the Indoor Pool is approximately 15 years old. In order to maintain high-quality amenities for facility users, staff has identified the need for its replacement.

The timing of this project aligns with the scheduled closure of the Indoor Pool for planned renovations, including upgrades to the plaster, dehumidification system, sand filters, stair tower, and slide. Coordinating the Playstructure replacement with these improvements will minimize service disruption and improve project efficiency.

This project was publicly bid in accordance with procurement requirements, and staff recommends awarding the contract to Kraftsman.

Scope of Project:

- Demo and removal of the existing structure and spray features surrounding the lazy river
- Design new structure and features
- Installation of new structure during planned closure, August – October 2025

**RECOMMENDATION:**

Staff recommends approval as presented.

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

May 15-Park Board reviewed and unanimously supported

**REFERENCE:**

N/A



**FISCAL IMPACT:**

Proposed Expenditure: \$443,674.21

Account Number(s): PK2404. 30. 4505003-70020

Fund: 4B

Account Description: 4B Bond Construction

**STAFF CONTACT:**

Jen Basham

Director of Parks and Recreation

[jbasham@burlesontx.com](mailto:jbasham@burlesontx.com)

817-426-9201

# INDOOR POOL PLAYSTRUCTURE

CITY COUNCIL: JUNE 2, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

**BTX**  
MADE





# BACKGROUND

- The existing Playstructure is 15 years old.
- The timing of this project will align with the scheduled closure of the Indoor Pool for planned renovations.
- This project was publicly bid in accordance with procurement requirements and four bids were received.
- Scope of Project:
  - Demo and removal of the existing structure and spray features surrounding the lazy river
  - Design new structure and features
  - Installation of new structure during planning closure, August – October 2025
- Park Board reviewed this project and recommended approval on May 15, 2025.

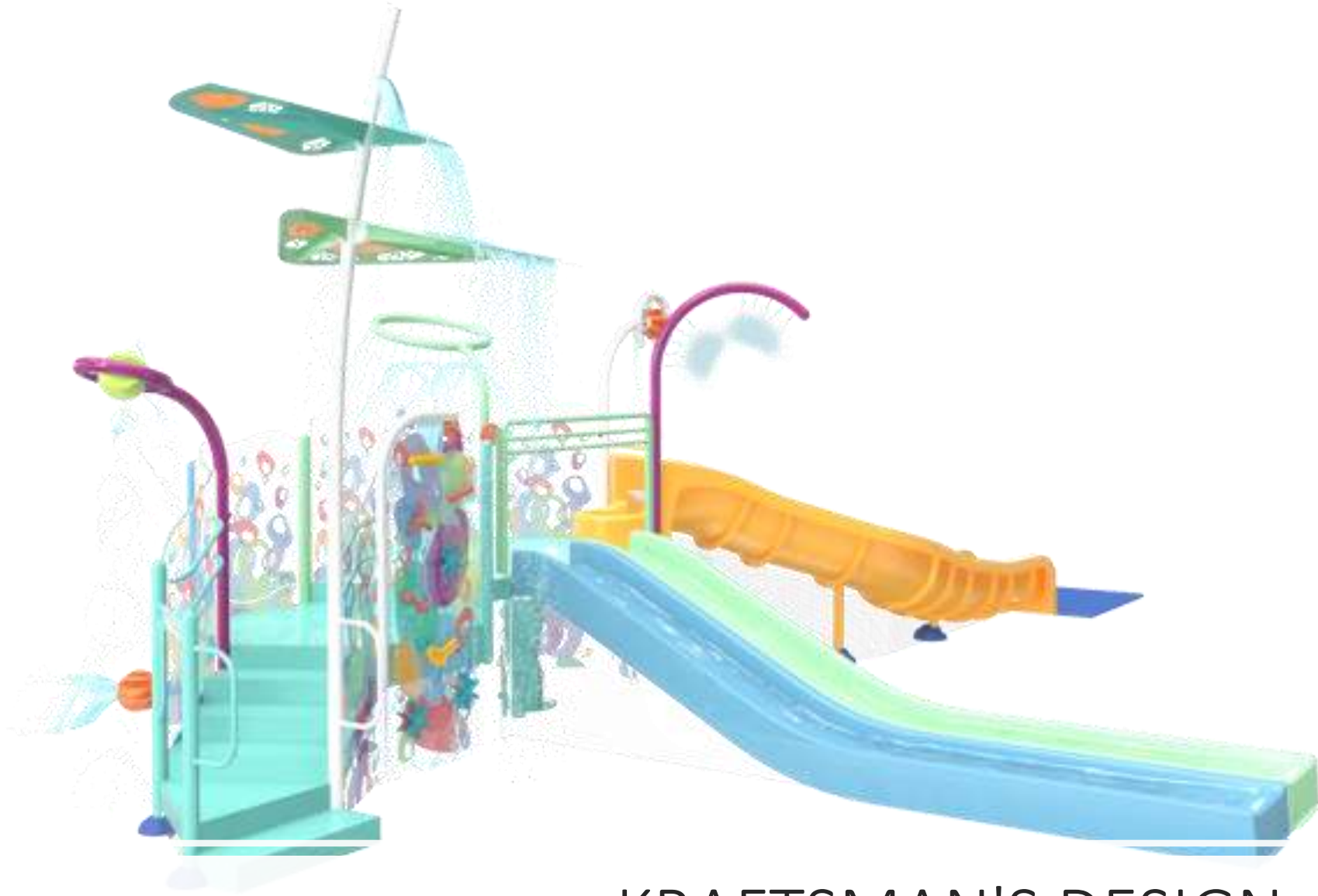


# INDOOR POOL PLAYSTRUCTURE PROPOSALS

- Kraftsman: \$443,674.21
- Aqua Underground: \$511,343.43
- Rain Drop: \$512,330
- Waterplay: \$353,976.42

\*Waterplay did not include demo and removal\*





## KRAFTSMAN'S DESIGN







# FUNDING

The funds for the Indoor Pool Playstructure replacement are included with the updated FY 2025 Capital Improvement Plan that is being proposed.

- Vendor: Kraftsman
- Total: \$443,674.21

# DIRECTION

Approve a project with Kraftsman for the Indoor Pool Playstructure replacement.

Deny a project with Kraftsman for the Indoor Pool Playstructure replacement.



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** *where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the      Second      day of June    in the year Two Thousand Twenty-Five  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Burleson    A Texas Municipal Corporation  
141 West Renfro Street  
Burleson, TX 76028  
(817) 426-9847

and the Contractor:  
(Name, legal status, address and other information)

Kraftsman, LP  
19535 Haude Road  
Spring, TX 77388  
(281) 353-9599

for the following Project:  
(Name, location and detailed description)

Indoor Pool Play Structure Replacement  
Burleson Recreational Center (BRiCk) 550 NW Summercrest Blvd, Burleson, TX 76028  
The project includes the complete removal, haul off, and proper disposal of the existing indoor pool play structure and leaf features along the lazy river. Additionally, the replacement of the play structure in the pool, and the three leaf features along the lazy river as described in the proposal submitted in response to RFP 2025-004 ("Exhibit 1"), and replacement of the steel support tower and fiberglass slide as further specified on Exhibit 1, attached hereto and incorporated herein by reference for all purposes. In the event of a conflict between this document and its other attachments and Exhibit 1, this document and its other attachments shall control.

The Engineer:  
(Name, legal status, address and other information)

Michelle McCullough    City Engineer  
City of Burleson, A Texas Municipal Corporation  
141 West Renfro Street  
Burleson, Texas 76028

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer. The Contract Documents also include the Contractor's proposal set forth in Exhibit 1.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

/

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: October 31, 2025

**§ 3.3.2**

*(Paragraphs deleted)*

**Intentionally Deleted.**

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be FOUR HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED, SEVENTY-FOUR AND 21/100 DOLLARS (\$ 443,674.21 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Intentionally Deleted.**

**§ 4.2.1**

*(Paragraphs deleted)*

**Intentionally Deleted.**

**§ 4.2.2**

*(Paragraphs deleted)*

**Intentionally Deleted.**

**§ 4.3**

*(Paragraphs deleted)*

**Intentionally Deleted.**

**§ 4.4**

*(Paragraphs deleted)*

**Intentionally Deleted.**

**§ 4.5 Liquidated**

*(Paragraphs deleted)*

damages are more fully defined in Section 9.11 "Time and Liquidated Damages" of the General Conditions of the Contract for Construction – A201-2017.

**§ 4.6**

*(Paragraphs deleted)*

**Intentionally Deleted.**

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** Provided that an Application for Payment is received by the Engineer not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Engineer receives the Application for Payment in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251.

*(Federal, state or local laws may require payment within a certain period of time.)*

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .4 Retainage withheld pursuant to Section 5.1.7.
- .5 Liquidated Damages withheld pursuant to Section 9.11 "Time and Liquidated Damages" of the General Conditions of the Contract for Construction – A201-2017.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%)

#### § 5.1.7.1.1

*(Paragraphs deleted)*

Intentionally Deleted.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Contractor agrees to pay the Owner \$500.00 per day as liquidated damages for each day the substantial completion of this project extends beyond the stipulated substantial completion date as provided in Section 9.11 "Time and Liquidated Damages" of the General Conditions of the Contract for Construction – A201-2017.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as determined by the City to be necessary to ensure final completion of the Work.

Init.

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** Intentionally Deleted.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment.

**§ 5.3 Interest**

Undisputed payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated

*(Paragraphs deleted)*

in Texas Gov't Code Ch. 2251.

*(Paragraphs deleted)*

**ARTICLE 6 Intentionally Deleted**

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

*(Paragraphs deleted)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

*(Name, address, email address, and other information)*

Jen Basham  
Director of Parks and Recreation  
141 West Renfro Street  
Burleson, Texas 76028  
Phone: (817)426-9201  
Email: Jbasham@burlesontx.com

**§ 8.3** The Contractor's representative:

*(Name, address, email address, and other information)*

Korey Soderberg  
19535 Haude Road  
Spring, Texas 77388  
Phone: (281) 353-9599

Init.

Email: info@kraftsmanplay.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017 and elsewhere in the Contract Documents.

*(Paragraphs deleted)*

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

- .3 Specifications – See RFP 2025-004

*(Table deleted)*

- .4 Addenda, if any:

*(Table deleted)*

*(Paragraphs deleted)*

- .5 Other documents, if any, identified in AIA Document A201™–2017, General Conditions of the Contract for Construction.

- .6 Exhibit 1 – Proposal.

*(Table deleted)*

*(Paragraphs deleted).*7

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Tommy Ludwig, City Manager City of Burleson  
*(Printed name and title)*

**CONTRACTOR** *(Signature)*

Korey Soderberg, COO Kraftsman, LP  
*(Printed name and title)*

Init.

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:21:56 ET on 05/22/2025.

## PAGE 1

**AGREEMENT** made as of the Second day of June in the year Two Thousand Twenty-Five

...

City of Burleson A Texas Municipal Corporation  
141 West Renfro Street  
Burleson, TX 76028  
(817) 426-9847

...

Kraftsman, LP  
19535 Haude Road  
Spring, TX 77388  
(281) 353-9599

...

Indoor Pool Play Structure Replacement  
Burleson Recreational Center (BRiCk) 550 NW Summercrest Blvd, Burleson, TX 76028  
The project includes the complete removal, haul off, and proper disposal of the existing indoor pool play structure and leaf features along the lazy river. Additionally, the replacement of the play structure in the pool, and the three leaf features along the lazy river as described in the proposal submitted in response to RFP 2025-004 ("Exhibit 1"), and replacement of the steel support tower and fiberglass slide as further specified on Exhibit 1, attached hereto and incorporated herein by reference for all purposes. In the event of a conflict between this document and its other attachments and Exhibit 1, this document and its other attachments shall control.

The ~~Architect~~Engineer:

...

Michelle McCullough City Engineer  
City of Burleson, A Texas Municipal Corporation  
141 West Renfro Street  
Burleson, Texas 76028

## PAGE 2

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, ~~all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements,~~

either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer. The Contract Documents also include the Contractor's proposal set forth in Exhibit 1.

...

[ ☒ ] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[ ☒ ] By the following date: October 31, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<u>Intentionally Deleted.</u>	

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be FOUR HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED, SEVENTY-FOUR AND 21/100 DOLLARS (\$ 443,674.21 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates Intentionally Deleted.

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>Intentionally Deleted.</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
<u>Intentionally Deleted.</u>		

§ 4.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
<u>Intentionally Deleted.</u>	

§ 4.4 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Intentionally Deleted.</u>		

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

damages are more fully defined in Section 9.11 "Time and Liquidated Damages" of the General Conditions of the Contract for Construction – A201-2017.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Intentionally Deleted.

...

§ 5.1.1 Based upon Applications for Payment submitted to the Architect-Engineer by the Contractor and Certificates for Payment issued by the Architect-Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:  
month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect-Engineer not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect-Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—) days after the Architect receives the Application for Payment~~ thirty ( 30 ) days after the Engineer receives the Application for Payment in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251.

PAGE 4

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect-Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

- .3 That portion of Construction Change Directives that the Architect-Engineer determines, in the Architect's-Engineer's professional judgment, to be reasonably justified.

...

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect-Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 ~~Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- .4 ~~For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and~~ Retainage withheld pursuant to Section 5.1.7.
- .5 ~~Retainage withheld pursuant to Section 5.1.7. Liquidated Damages withheld pursuant to Section 9.11 "Time and Liquidated Damages" of the General Conditions of the Contract for Construction – A201-2017.~~

...

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Intentionally Deleted.

...



Contractor agrees to pay the Owner \$500.00 per day as liquidated damages for each day the substantial completion of this project extends beyond the stipulated substantial completion date as provided in Section 9.11 "Time and Liquidated Damages" of the General Conditions of the Contract for Construction – A201-2017.

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: determined by the City to be necessary to ensure final completion of the Work.

**PAGE 5**

**§ 5.1.8** ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~ Intentionally Deleted.

...

.2 a final Certificate for Payment has been issued by the ~~Architect.~~ Engineer.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the ~~Architect's final Certificate for Payment, or as follows:~~

Engineer's final Certificate for Payment.

...

~~Payments.~~ Undisputed payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

~~—%~~ in Texas Gov't Code Ch. 2251.

**ARTICLE 6 — DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ — Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ — Litigation in a court of competent jurisdiction

☐ — Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 6 Intentionally Deleted**

...

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

...

Jen Basham  
Director of Parks and Recreation  
141 West Renfro Street  
Burleson, Texas 76028  
Phone: (817)426-9201  
Email: Jbasham@burlesontx.com

...

Korey Soderberg  
19535 Haude Road  
Spring, Texas 77388  
Phone: (281) 353-9599  
Email: info@kraftsmanplay.com

## **PAGE 6**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, A201™-2017, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, A201™-2017 and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

...

- ~~.2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds  
~~.3~~ AIA Document A201™ 2017, General Conditions of the Contract for Construction  
~~.4~~ Building information modeling exhibit, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

~~.5~~ Drawings

Number	Title	Date
--------	-------	------

~~.6~~ Specifications

~~.3~~ Specifications – See RFP 2025-004

Section	Title	Date	Pages
---------	-------	------	-------

~~.7~~ ~~.4~~ Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

~~.8~~ Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204 2017 incorporated into this Agreement.) ~~.5~~ Other documents, if any, identified in AIA Document A201™ 2017, General Conditions of the Contract for Construction.

~~.6~~ Exhibit 1 – Proposal.

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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~~.9~~ Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) ~~.7~~

...

Tommy Ludwig, City Manager City of Burleson

Korey Soderberg, COO Kraftsman, LP

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:21:56 ET on 05/22/2025 under Order No. 2114630645 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

---

Choose an item.

**DEPARTMENT:** Economic Development

**FROM:** Joni Van Noy, Economic Development Coordinator

**MEETING:** June 2, 2025

---

**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction on an overview of the Mayor Vera Calvin Plaza policy. (*Staff Contact: Joni Van Noy, Economic Development Coordinator*)

**SUMMARY:**

Staff would like to gather feedback regarding the current governing policy for the Mayor Vera Calvin Plaza in Old Town. Discussion topics may include but are not limited to: current lighting schedule, restroom facilities, reservation fees, and any other concerns the committee members may have. Your input is essential to ensure that we continue to improve the plaza's management and address any areas that may need attention.

The Plaza policy was first presented to Council in March 2020, following a work session held in which Council and staff outlined policy preferences. In March 2021, Council approved a policy amendment in which supported a half-day rental fee. The City's fee schedule was amended in accordance with the half-day rental in May 2021.

The Plaza's policy highlights the following areas: hours of operation, reservations, rental fees/deposits, prohibited actions and equipment, supplies and utilities. The policy does not, however, address the Plaza's lighting schedule and/or restroom facility hours of operation.

Both lighting and restroom facility timers have been altered a number of times since the Plaza's opening due to safety/vandalism concerns. Originally, the Plaza lights were programmed to turn on 30 minutes prior to sunset and turn off at midnight in accordance with the policy's hours of operation as listed (5:00 AM- 12:00 AM midnight). However, since numerous nearby establishments close later than midnight, late night visitors and vandalism were occurring after hours, thus making it difficult to identify on surveillance footage. Burleson PD recommended staff program the lights to stay on throughout the night in an effort to deter unwanted activity in the Plaza.

Because restrooms do not allow surveillance for privacy reasons, they are often targeted with vandalism. Currently, the Plaza restrooms lock at 5:30 p.m., following close of business of city facilities in the vicinity. Restroom times are altered as needed in accordance with events taking place in the place (i.e. Farmer's Market).

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

On April 23, 2025 Staff presented this item to the Community & Intergovernmental Relations Committee. It was their recommendation to leave the Plaza public restrooms unlocked until 10:00 p.m. daily.

Additionally, they asked staff to explore alternatives to the blue foam blocks currently used in the children's play area.

**RECOMMENDATION:**

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Joni Van Noy  
Economic Development Coordinator  
[jvanoy@burlesontx.com](mailto:jvanoy@burlesontx.com)  
817-426-9689



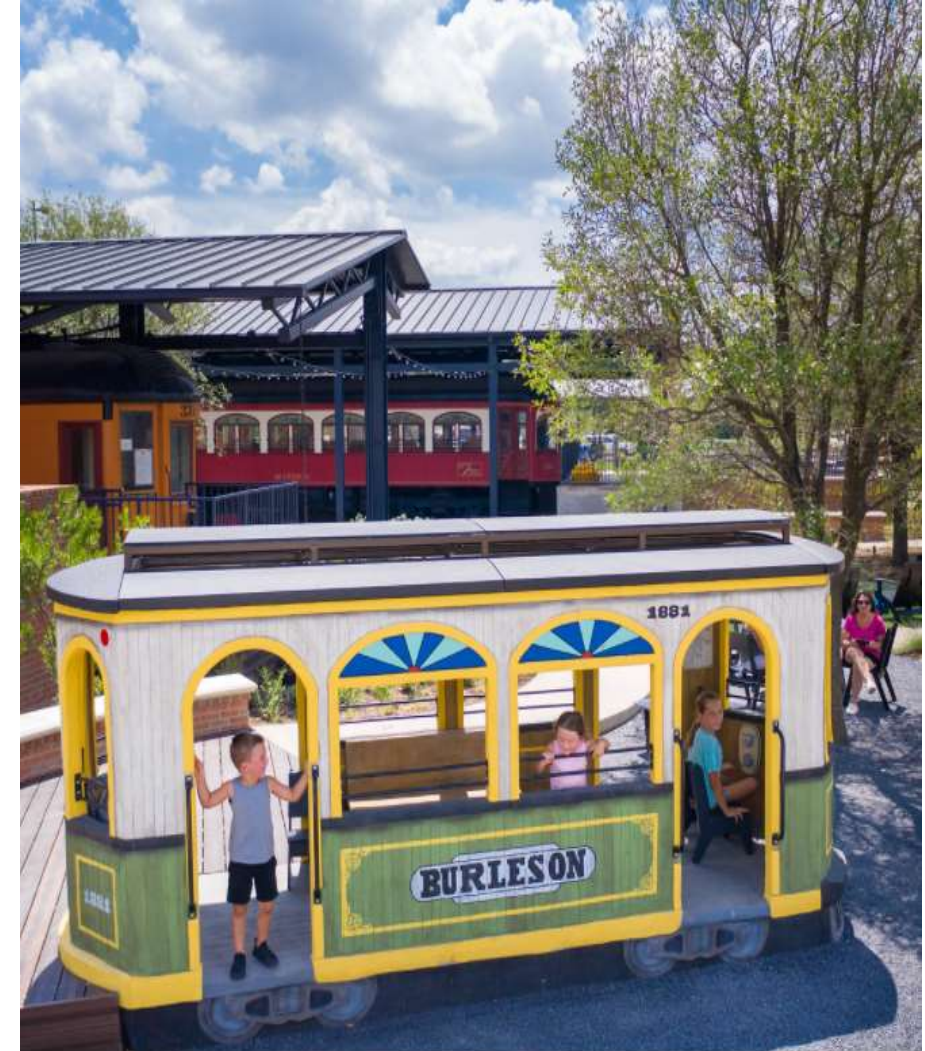
# Mayor Vera Calvin Plaza

## POLICY OVERVIEW



# General info.

- 1** Open to the general public 5:00A to 12:00A  
Hours may be altered by City Council, City Manager, Events Committee, or Old Town Administrator for things such as: maintenance, safety concerns, special events, and inclement weather
- 2** Children's play area, pavilions, picnic tables may not be reserved independently
- 3** Plaza lighting is programmed to turn on 30 minutes prior to sunset and is manually turned off each morning by our Parks Maint. staff (approx. 7 am)
- 4** Plaza restroom facilities currently open at 7:30A and are locked at 5:30P daily  
Timing of locks on the restroom facility has been altered a number of times due to vandalism, damage, overnight stays, etc.





# Private events

- ☐ For the purpose of this policy, the term “private” applies to any event to be hosted by a private entity charging admission to enter. The term is not representative of an event only open to a specific group or list of attendees (i.e. wedding, reunion, birthday celebration, etc.)
- ☐ Private events are limited to Hotel/Motel tax recipients only
- ☐ No more than six (6) per year
- ☐ No outside A/V; must use City contracted technician
- ☐ The Plaza’s promenade may not be included within perimeter fencing and shall remain open to pedestrian traffic at all times.
- ☐ Half Day: \$1,500 refundable deposit + \$2,500 reservation fee due at time of reservation  
Full Day: \$2,500 refundable deposit + \$5,000 reservation fee due at time of reservation

# Prohibited Actions

- ☐ Smoking
- ☐ Animals (excluding service animals)
- ☐ Materials/decorations attached to permanent fixtures in the plaza
- ☐ Open flames
- ☐ Fireworks
- ☐ Motorized vehicles (other than those with permission/in affiliation with a parade)
- ☐ No outside A/V equipment is permitted. Events requiring such services must utilize the city's contracted technician

# Vandalism Example

## Vandalism Abatement Report

Vandalism Date: 2/23/2025

Location: Mayor Vera Plaza

Abatement Cost Summary: \$367.85

Staff Hours to Abate (2.5 hours): \$83.85

Material Cost:

Paint Needed (4 gallons @ \$48.00 each): \$192.00

Painting Supplies & Abatement Materials: \$92.00 (*Includes \$50.00 for painting supplies and \$42.00 for abatement materials*)

During the last 18 months, a total of **20 incidents** have been reported totaling **\$3,983.78** in labor and material costs.

# Replacement Costs

Last 18 months

## **Cornhole boards/bags: \$1,202.66**

- Board replacement x 4
- Numerous bag replacements

## **Giant Chess: \$1,140.33**

## **Children's play area: \$906.51**

- Foam block/noodles refresher kit

## **Lawn furniture:**

- During the last 18 months, a total of 3 furniture pieces have been repurchased totaling **\$1,147.88.**

# Previous Input/Recommendations

Staff presented this item to the Community & Intergovernmental Relations Committee on 4/23/25. Their recommendations for the space were as follows:

- ☐ Plaza restrooms to lock at 10:00 p.m. daily
- ☐ Explore alternatives for the children's play area (blue foam blocks)

# Children's Play Area



## **"Whirl & Twirl"**

Age Range 2-12

Max Weight: 35 lbs.

Cost:\$933.00

Would need base/stabilization



# Children's Play Area



## **"Musical Flowers"**

Age Range 2-12

Cost:\$1,428.00 (each)



Would need base/stabilizat



# Children's Play Area



**"Mini Cyclone"**  
Age Range 5-12  
Max Weight: 79 lbs.

Cost:\$2,168.00

Would need base/stabilization

# Children's Play Area



## **“Moving Tunnels”**

Age Range 5-12

Max Weight: 400 lbs.

Cost:\$2,009.00

# Discussion/Recommendations?



## Facility Guidelines/ Reservations Info.

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### General Information:

The Old Town Administrator along with the Special Events Committee oversees the operation of and approves events within the Mayor Vera Calvin Plaza in Old Town. The Plaza is designed to be a public space for community gathering and fellowship.

For purposes of this policy, reservations of the Plaza includes: the greenspace/lawn area, restroom facilities, children's play area, picnic tables, area between the Heritage Museum and the trolley, pavilion areas along S. Warren St. and the performance stage. Pavilion areas, children's play area and/or standalone tables are not available for standalone reservation and shall operate on a "first come, first serve" basis.

### Hours of Operation:

The Plaza is open to the general public from 5 A.M. to 12:00 A.M. (midnight) except for qualifying events in which the Plaza has been reserved or closed due to reasons listed below.

The City Manager, City Council, Special Events Committee and/or Old Town Administrator may approve temporary closure of all or part of the Mayor Vera Calvin Plaza for reasons including but not limited to: special event, maintenance, public safety concerns, or inclement weather.

Set up for an approved event may begin no more than two (2) hours prior to the event start time and no earlier than 7:00 a.m. If an organizer of an event seeks to begin set up outside of these perimeters, written permission from City management and/or City Council shall be required.

In accordance with the City's Public Events ordinance (Chapter 70- Article V.- Public Events), a public event may not end later than 11:00 p.m.

### Reservations:

1. Plaza reservations shall be limited to Hotel/Motel tax grant recipients and city organized events only.
2. All reservations shall be scheduled through approval of an affiliated Special Event permit application. No verbal agreements for the use of the Plaza will be considered valid. No reservation will be considered binding unless a Rental Agreement Form is complete, signed, and the required deposit and rental fee has been paid.
3. Any person, business, or organization wishing to reserve the Plaza shall complete and submit an event application form. Reservation requests may be requested *up to* 6 months in advance of the event date. Early application submittal does not guarantee approval.
4. An application for an event must be submitted at least 45 days prior to the proposed event date to allow for proper review.
5. Reservation cancellations must be made a minimum of 90 days prior to the scheduled event in order to be refunded fees paid to the City.
6. City staff and/or the events committee may deem review by City Council necessary for reasons including but not limited to: safety concerns, nature of the proposed event, anticipated audience, etc.
7. To maintain the plazas availability to the general public, private events will be limited to no more than one (1) private event within a one month period with a maximum number of private events limited to six (6) per year.
  - a. Exception to this rule shall apply only to free, city organized events including but not limited to: Hot Sounds of Summer Concert series, Old Town Picture Show, etc.
  - b. The term “private” event shall apply to any event to be hosted by a private entity and not be representative of an event only open to a specific group or list of attendees (i.e. wedding, reunion, birthday celebration etc.)
8. Recurring events, such as weekly, bi-weekly, or monthly events proposed to take place within the plaza, may be independently contracted with the City on a case by case basis.
  - a. The term “recurring” event shall apply to an event that seeks to utilize the Plaza on a weekly, bi-weekly, or monthly schedule within a specific date range (Ex: Farmer’s Market). The term “recurring” is not meant to include large community events that occur on an annual basis (Ex: Wine Crawl, Founder’s Day, etc.)
9. The Plaza’s promenade (formerly Ellison St. right-of-way) shall remain open to pedestrian traffic at all times and at no time be included within perimeter fencing for an event.

### Rental/Use Fees:

1. A rental fee in accordance with the City's adopted fee schedule will be due at such time a reservation is approved.
2. A deposit of \$500 shall be required at such time an application for plaza reservation is submitted. This does not guarantee approval of an event. Deposits will go towards reservation costs.

#### Security Deposit:

1. A security deposit in accordance with the City's adopted fee schedule will be due at such time a reservation is approved.
2. The security deposit will be refunded to the responsible party based on a determination by city personnel that all facets of the reservation agreement are satisfied.

#### Violations resulting in loss of security deposit:

1. Damage to Plaza, grounds, and/or fixtures. If repair costs of damages exceed security deposit amount, the renter shall be responsible for the additional costs.
2. Failure to leave the Plaza in the same condition as prior to the start of a rental period. This includes removing all trash and debris accumulated from an event.
3. Failure to comply with Plaza specific guidelines included herein and City of Burleson's Code of Ordinances.

#### Insurance Requirements:

1. Event organizers must provide proof of general liability coverage with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage, with a minimum aggregate limit of \$1,000,000.
2. Proof of insurance must be in the form of a valid Certificate of Insurance in the name of the responsible party with the City of Burleson listed as additionally insured.

#### Food and Beverage Sales:

1. Food and beverage vendors are permitted in affiliation with a special event permit so long as all appropriate health/environmental permits are acquired and City ordinances are met in conjunction with sales.

Businesses located in close proximity to the Plaza should be given preference when possible.

2. Standalone concession sales of any kind (bottle water, lemonade, candy, chips, etc.) shall not be permitted without a qualifying permit.
3. Events proposing alcohol sales shall comply with all TABC regulations in which are not governed and/or monitored by the City of Burleson.

#### Prohibited Actions:

1. Smoking within the plaza is prohibited at all times.
2. Materials and/or decorations of any kind may not be attached to permanent fixtures within the plaza. Decorations or materials may not be nailed, stapled, taped or otherwise attached to any part of the premise without explicit approval from the City's Old Town Administrator. All decorative material must be flameproof.
3. No open flames (including grills) are allowed within the plaza unless approved in affiliation with an event permit.
4. Fireworks of any kind are strictly prohibited unless approval is granted by City management in affiliation with an event.
5. Pets are not within the Plaza. This provision does not apply to service animals.
6. No motorized vehicles of any kind are permitted within the parameters of the Plaza. An exception for vehicles may be made in affiliation with an event permit, but will only be allowed within the area known as the "promenade" and will not be permitted on turf area(s) and/or sidewalks.
7. No outside A/V equipment will be permitted for events occurring within the Plaza. Any event proposing A/V shall utilize the City's preferred technician at his rate of pay as contracted with the City of Burleson.

#### Equipment, Supplies & Utilities:

1. All events utilizing the stage, lighting, and/or soundboard shall employ the City of Burleson's preferred vendor for the duration of an event. The fee for preferred vendor is included within the reservation fee.
2. The City of Burleson does not rent, lease, or provide any of the following supplies and equipment: tents, canopies, portable restrooms, hand-washing stations, additional trash receptacles, dumpsters, water hoses, extension cords, temporary fencing, generators, propane heaters, etc.
3. The event organizer or a representative must be present at such time equipment or supplies for a planned event is delivered to the plaza to ensure proper placement. The City will not orchestrate set up of private events.



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## City Council Regular Meeting

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Economic Development Director

**MEETING:** June 2, 2025

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction regarding the implementation of a Façade and Corridor Enhancement Grant Program. (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

Facade improvements and enhancements encompass a range of exterior building modifications aimed at enhancing aesthetics, functionality, and/or energy efficiency. These improvements can include repairs, renovations, and upgrades to elements like windows, doors, siding, roofing, and landscaping.

**Benefits of Façade Improvements**

- Improved Curb Appeal
- Increased Property Value
- Safety & Accessibility
- Enhanced Economic Activity

Many cities in the DFW Metroplex have a variety of programs for Façade or Corridor Enhancements grants. Some of the programs are for a specific area or corridors where others are City-wide. Each one of the programs are tailored to their respective communities and have different guidelines. Funding for these programs are from a variety of accounts like General Fund, 4B, or TIF and all of the programs are set up as reimbursables and the grants range from \$5,000 to \$400,000.

All of these cities have applications go in front of a specified board for approval and the funds are on a first come, first serve basis and are annually funded through the budget process. Most of the policies are reimbursements and are capped as well as limited up to a certain amount per project. None of the programs are funded by the 4A Corporations. Also, the City of Burleson is not eligible for Community Development Block Grants (CDBG).

Some great examples from other cities are from the City of Irving and the City of Sugarland. Both of those programs fully encompass the City or designated areas but they allow everything from landscaping enhancements to operational equipment.

Another option for the City Council to consider is to expand the current BTX Home Improvement Rebate Program to include Commercial property in the City or a designated area.

**OPTIONS:**

- 1) Create new program
- 2) Broaden the BTX Home Improvement Program
- 3) No action

**RECOMMENDATION:**

N/A

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

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Alex Philips  
Economic Development Director  
[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9613



# Economic Development

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# Façade & Corridor Enhancement Programs

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- Façade improvements and enhancements encompass a range of exterior building modifications aimed at enhancing aesthetics, functionality, and/or energy efficiency.
  - These improvements can include repairs, renovations, and upgrades to elements like windows, doors, siding, roofing, and landscaping.
- Benefits of Façade Improvements
  - Improved Curb Appeal
  - Increased Property Value
  - Safety & Accessibility
  - Enhanced Economic Activity

## COMMERCIAL CORRIDOR FAÇADE IMPROVEMENT PROGRAM



Helping Our Businesses. Improving Our Community.



# Façade & Corridor Enhancement Programs

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- Many cities in the DFW Metroplex have a variety of programs for Façade or Corridor Enhancements grants.
- Some of the programs are specific area or corridors where others are City-wide.
- Each one of the programs are tailored to their respective communities and have different guidelines.
- Funding for these programs are from a variety of accounts like General Fund, 4B, or TIF.
- All of the programs are set up as reimbursables and the grants range from \$5,000 to \$400,000



City	Program Description	Max Payment	Funding Source
Garland	Downtown Historic District	50% of the façade rehabilitation	Downtown TIF
Fort Worth	10 CDBG eligible urban villages	33% Reimbursement up to \$30,000	City-owned parking garage revenues
Roanoke	Downtown Business District	50% match up to \$15,000	General Fund - Budget \$50,000 each year
Cleburne	Commercial Historic District - Main/Henderson	50% up to \$5,000	General Fund - Budget \$50,000 each year.
Marshall	Historic Downtown	50% up to \$5,000	N/A
Longview	South Longview /Downtown	50% up to \$10,000	CDBG
Taylor	Main Street Boundaries	50% of improvements, up to \$5,000	Unknown
Bridgeport	Main Street Program	50% up to \$5000	HOT (Hotel Tax Dollars)
Athens	Main Corridors / Historic Structures in Downtown	\$80 up to \$12,500 per façade or \$25,000 total	Type B Sales Tax
Stephenville	Residential Incentive Program	50% up to \$5,000	Genreal Fund
Keller	City-wide non-residential	up to \$10,000	General Fund
Farmers Branch	City-wide (focus areas)	varies per project capped at \$50,000	General Fund budget - \$250,000 for façade program
Terrell	Downtown / CBD	50% up to \$5,000	unknown
Sugarland	City-Wide	20% of costs	Type B Sales Tax
Irving	TIF	50% reimbursement	General Fund

### Other City Programs

- All of these cities have applications go in front of a specified board for approval.
- These funds are on a first come, first serve basis and are annually funded through the budget process.
- The City of Burleson is not eligible for Community Development Block Grants (CDBG).
- Most of the policies are reimbursements and are capped as well as limited up to a certain amount per project.
- Type 4A Sales Tax are not eligible under the State statue

# City of Sugarland Commercial Revitalization Grant



- The Commercial Revitalization Grant Program is a reimbursement grant program offered by the Sugar Land 4B Corporation.
- The intent is to promote new or expanded business enterprises by stimulating redevelopment, reinvestment, and aesthetic improvements of aging retail properties and commercial centers in the City.
- The pilot program will support the creation of distinct and vibrant activity centers by promoting attractive and welcoming public spaces, renovated storefronts and building facades, and pedestrian-friendly settings.
- A reimbursement grant is available for up to 20% of eligible project costs.
- Applicants must be property owners of multi-tenant commercial centers located within the city limits. Properties should be at least (20) years and have at least (15,000) square feet of gross leasable space.
- Minimum investment and grant funding amounts will be determined on a project-by-project basis and will be negotiated with the applicant as part of a performance agreement.
- Type of projects could include facade improvements, construction of new site amenities and open space improvements such as pedestrian improvements, and outdoor seating, parking lot improvements, and public art improvements.



# City of Irving Commercial Corridor Enhancement Incentive Program



- The Corridor Enhancement Incentive Program is a matching grant program to encourage private investment in the renovation and rehabilitation of existing building sites along commercially developed streets and thoroughfares.
- The program provides financial assistance in the form of a grant to nonresidential property owners for improving the street-side appearance of their existing buildings and site features to enhance corridor appearance, attract new business activity and foster new employment opportunities.
- The program is in a designated TIF area of their City.
- The program is a matching grant program (50% match).
- Applicants can be either owners or current tenants (with landowner's consent) of existing non-residential developed properties fronting on a commercially developed street or thoroughfare.
- This includes properties owned by non-profit entities.
- Annual budgeted out of the GF and have a budget up to \$400,000 a year.

# BTX Home Improvement Rebate Program

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- The BTX Home Improvement Program was created to assist Burleson homeowners with the financial burden of caring for older homes in the City.
- Encourage reinvestment in residential neighborhoods.
- Lower the financial hurdle for property owners to make significant improvements to their homes.
- Demonstrate strong commitment by the City to reinvest in mature residential neighborhoods.
- \$5,000 limit per property per 12 months (from the date of the Notice to Proceed letter)
- This program is funded through the General Fund annually in the amount of \$25,000.



# Burleson 4A Corporation Project Requirements

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- The main requirement is that the businesses bring new money into the community. Certain projects are required to create or retain primary jobs. A primary job is one at a company that exports a majority of its products or services to markets outside the local region, infusing new dollars into the local economy.
- Infrastructure improvements that promote or develop new or expanded business enterprises.
- Manufacturing and industrial facilities, recycling facilities, distribution centers, and small warehouse facilities.
- Research and development facilities, regional or national corporate headquarters, job training facilities operated by higher education institutions, job training classes, telephone call centers and career centers.
- 4A Corporations are also allowed to utilize 10% of their annual revenue for advertising.
- Operation Together was a 4A advertising partnership with local businesses during the pandemic.



# Discussion

---

- Create a Corridor Enhancement Grant Program utilizing the General Fund or the 4B Sales Tax similar to Sugarland and Irving.
- Expand the BTX Home Improvement Rebate Program to Commercial properties.
- Other options?



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## City Council Regular Meeting

**DEPARTMENT:** Public Works  
**FROM:** Errick Thompson, Director  
**MEETING:** June 2, 2025

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction on the Alternate Water Supply Feasibility Study. (*Staff Contact: Errick Thompson, Director of Public Works*)

**SUMMARY:**

The FY23-24 City of Burleson Strategic Plan created a vision for Burleson over the next 15 years. Focus Area 2 of the plan centers on the desire to create a dynamic and preferred city through managed growth. Goal 5 within this focus area focuses on ensuring future water supply needs of the city.

This goal is partially achieved through the partnership with the City of Fort Worth to design and build a new, larger pipeline from IH-35W to the expanded Industrial Boulevard Pump Station and the corresponding amendment to the Wholesale Water Agreement with the City of Fort Worth approved by both cities in December 2023.

The study of long-range water supply strategies complements the preceding initiatives by exploring potential sources of future water supplies and identifying the most viable options for further consideration.

In May of 2024, City Council approved a professional services contract with Birkhoff, Hendricks & Carter, LLP to perform this study including:

- Data collection and synthesis to project Burleson's water supply needs profile
- Preliminary evaluation of potential treated, groundwater, and raw water sources
- Mid-point review update and report
- Extensive meetings with other entities
- Final report and presentation

This presentation provides an update on the analysis, summarizes the Infrastructure & Development Committee's feedback from its May 21, 2025 meeting, and seeks City Council direction and feedback on next steps.

**RECOMMENDATION:** N/A

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

May 20, 2024 – City Council approved a professional services contract with Birkhoff, Hendricks & Carter, LLP in the amount of \$166,788 to perform the Alternate Water Supply Feasibility Study.

May 21, 2025 – Infrastructure & Development Committee received a report and provided recommendations on the study.

**REFERENCE:** N/A

**FISCAL IMPACT:** N/A

**STAFF CONTACT:**

Errick Thompson  
Director of Public Works  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610



THE CITY OF  
**BURLESON**  
TEXAS

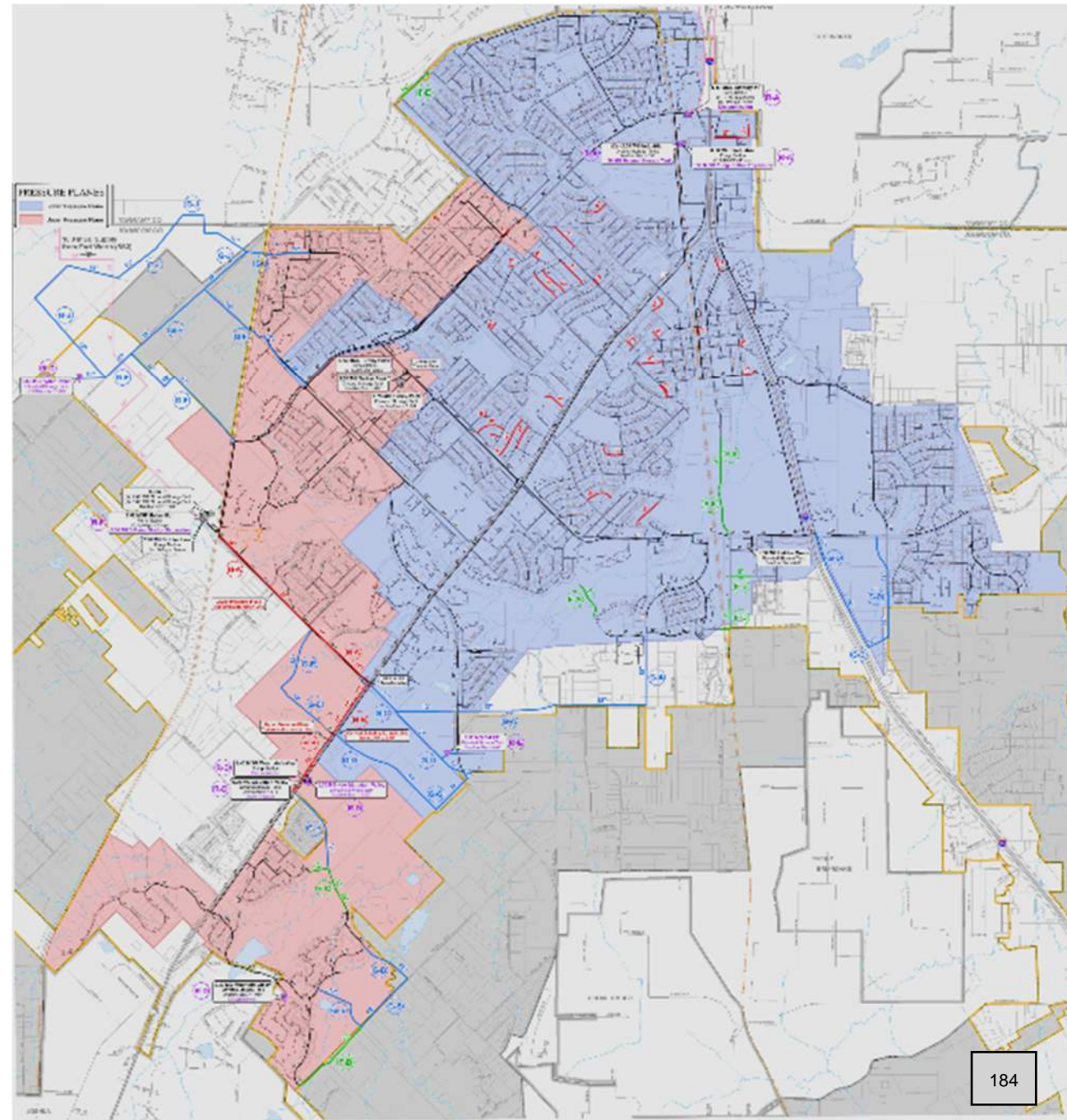
**Assessment  
of  
Water Supply Strategies**

Burleson City Council

June 2, 2025

Prepared By:

**BIRKHOFF, HENDRICKS & CARTER, LLP**  
Professional Engineers  
TBPELS Firm 526





## 2

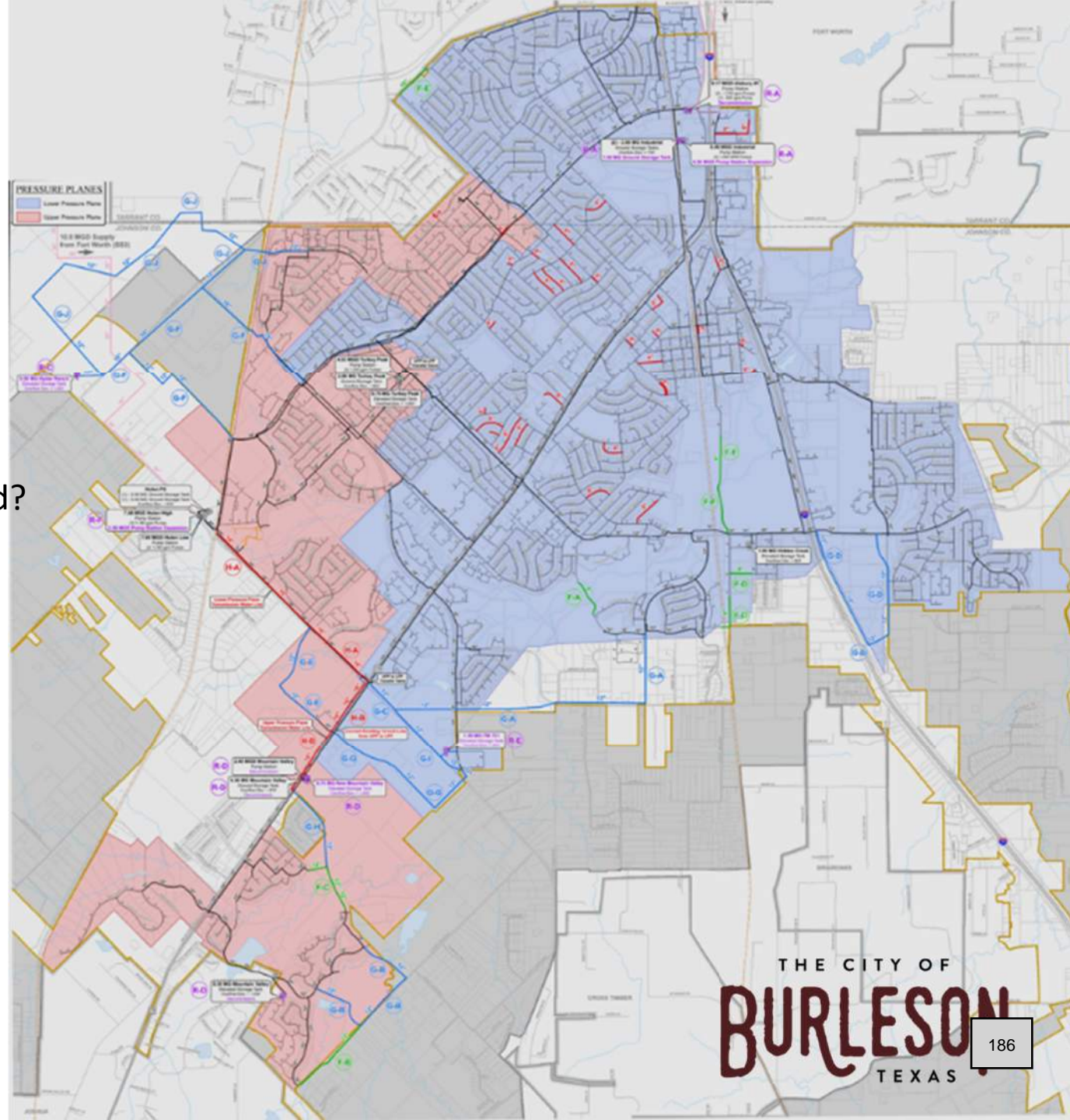
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# Who are our Clients?



# Project Background and Scope

1. Why are we here?
2. How your Water System Works
3. Why is an Alternate Water Supply Needed?
4. How Much Alternate Supply is Needed?
5. Where From?
6. Best Apparent Source
7. At What Cost?
8. Next Steps



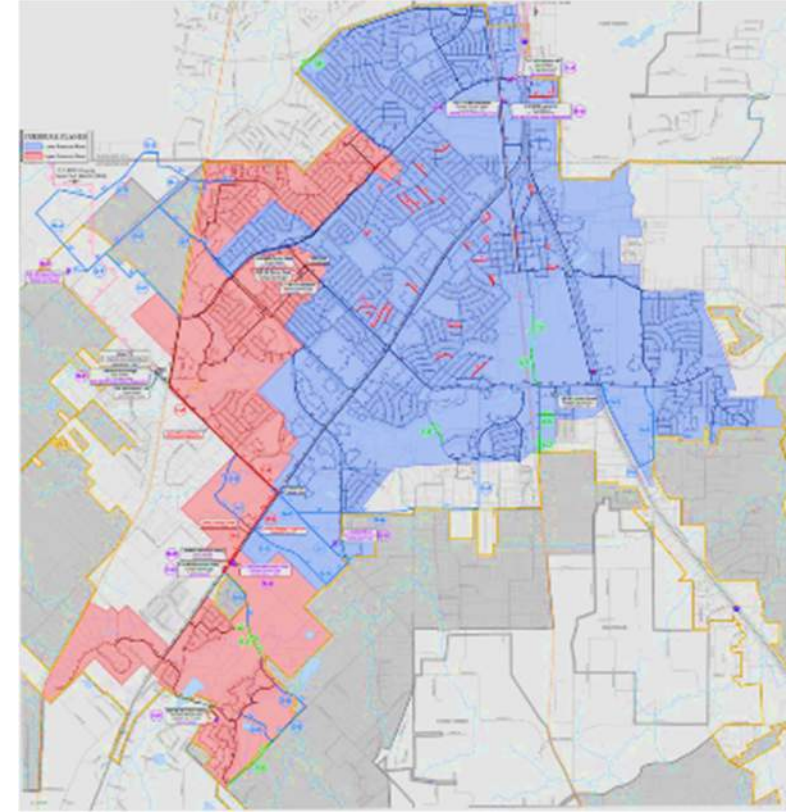


# Project Background and Scope

## 1. Why are we here?

*Currently, the City of Burleson receives treated drinking water supply from the City of Fort Worth. If practicable and feasible, supplemental water supply sources can work to enhance the resiliency of the City of Burleson's treated water supply in the event of an emergency or other disruption to the usual water supply source; and position the City to be able to diversify its water supply sources on a normal daily operating basis.*

*This study assesses the City of Burleson's existing and future treated water supply requirements; reviews the City's current water supply sources and limitations; and evaluates and reports on the practical and economic feasibility of securing and developing supplemental water supplies from various sources.*



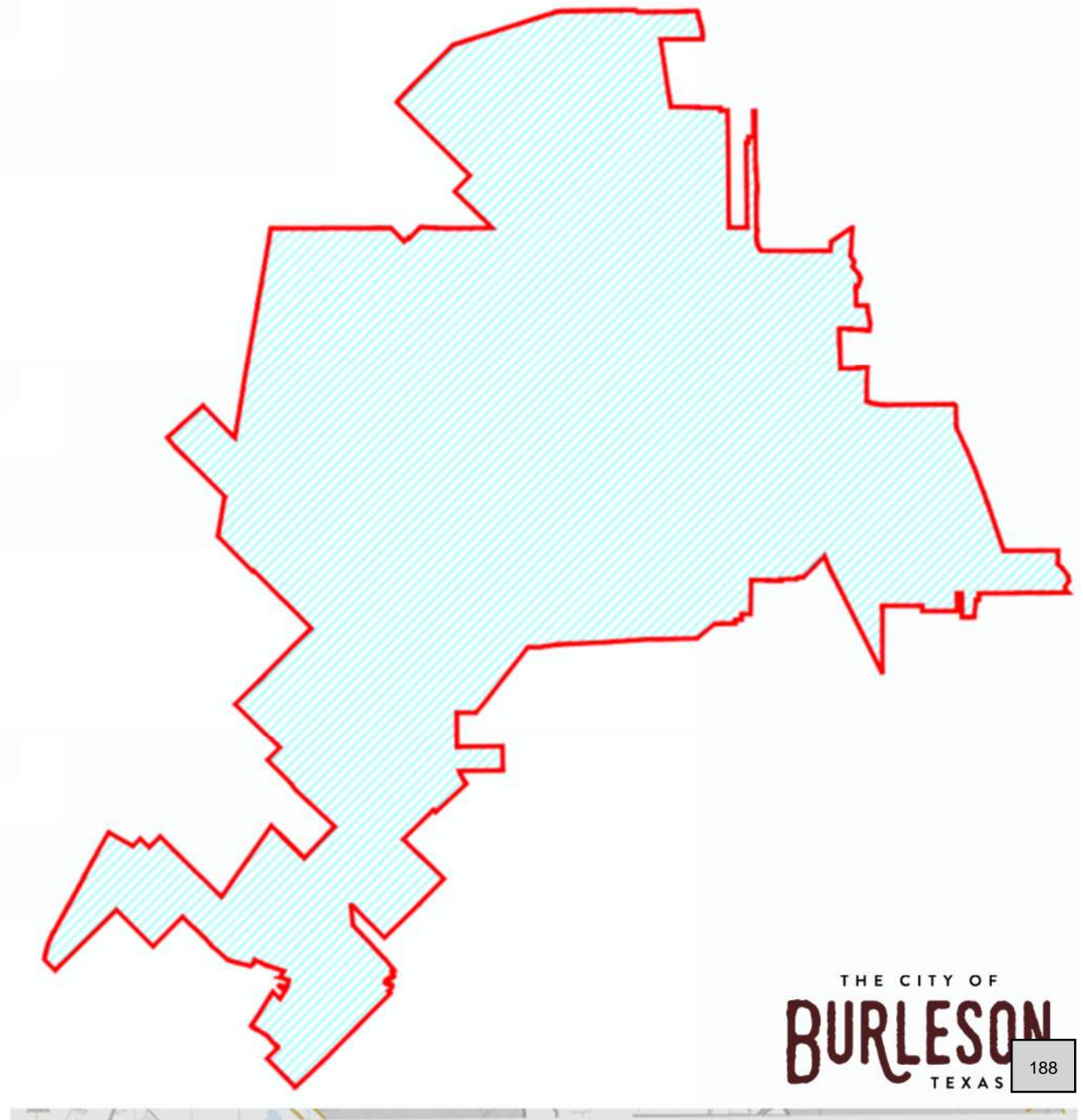
# Water Distribution System Overview

## 1. Service Area Boundary

- Water Certificate of Convenience and Necessity (CCN)

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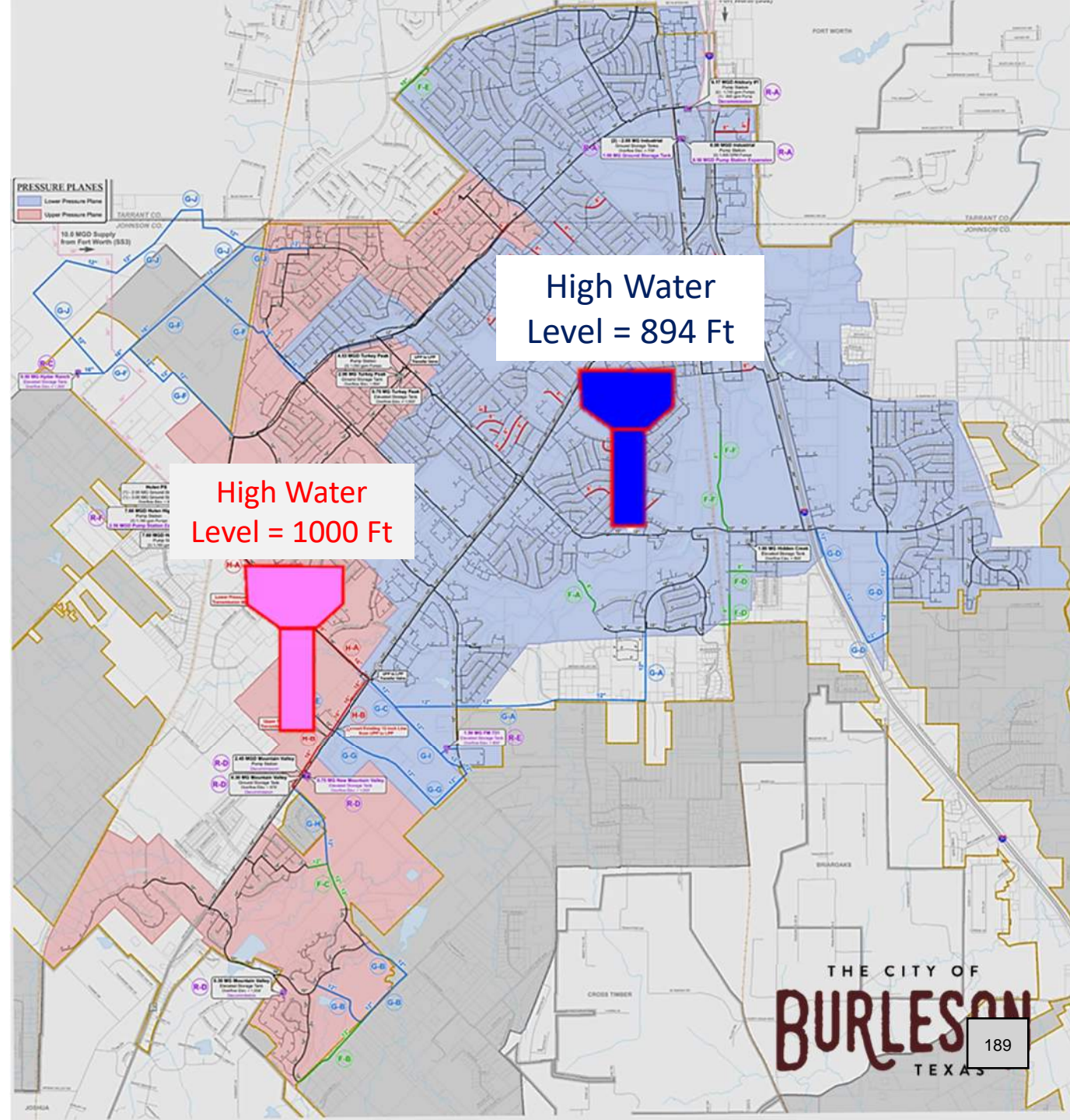
# Water Distribution System Overview

1. Service Area Boundary

2. Pressure Planes

• Lower (894)

• Upper (1,000')



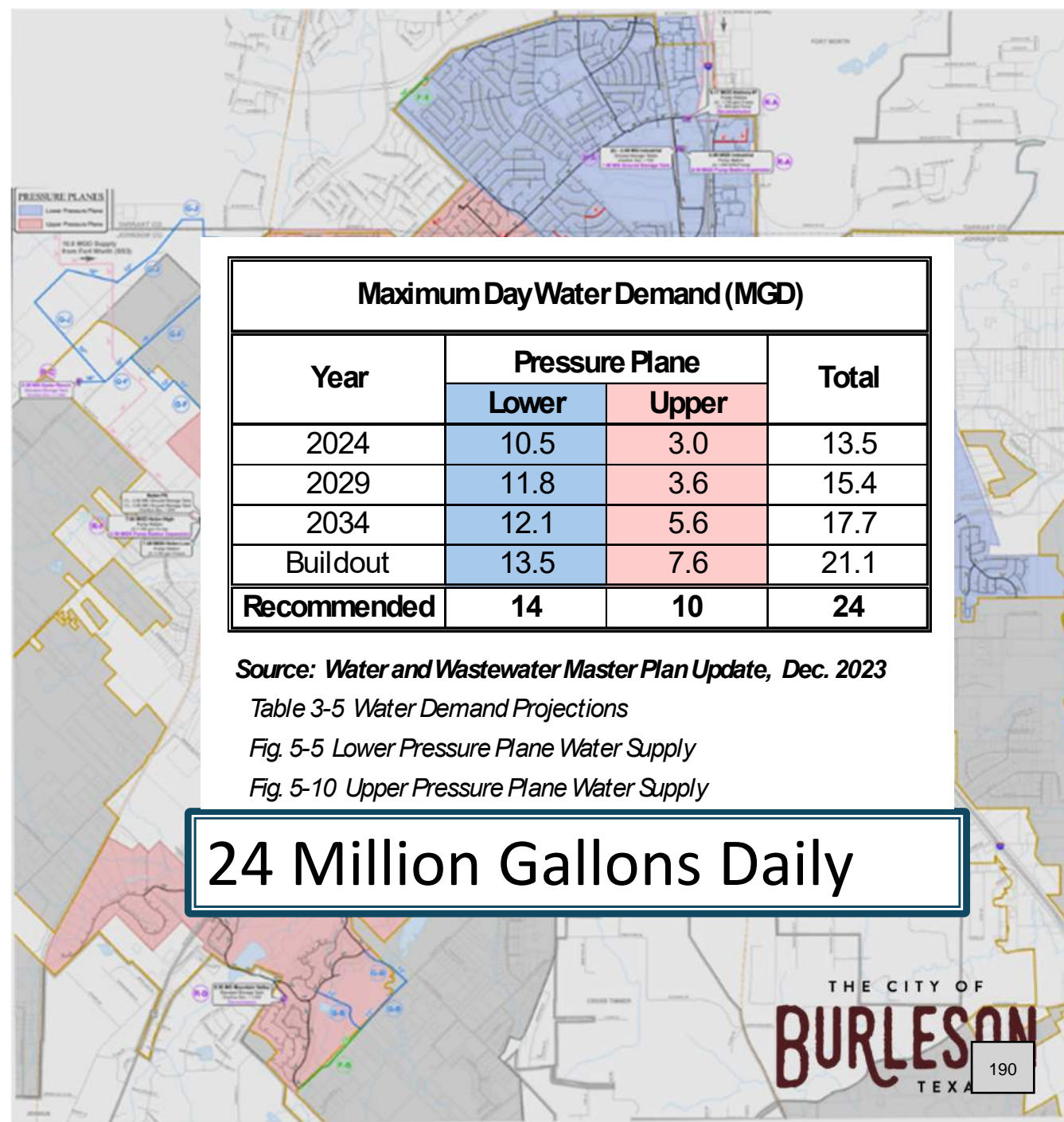
# Water Distribution System Overview

1. Service Area Boundary

2. Pressure Planes

- Lower (894')
- Upper (1,000')

**3. Build-out Maximum Day Demand**



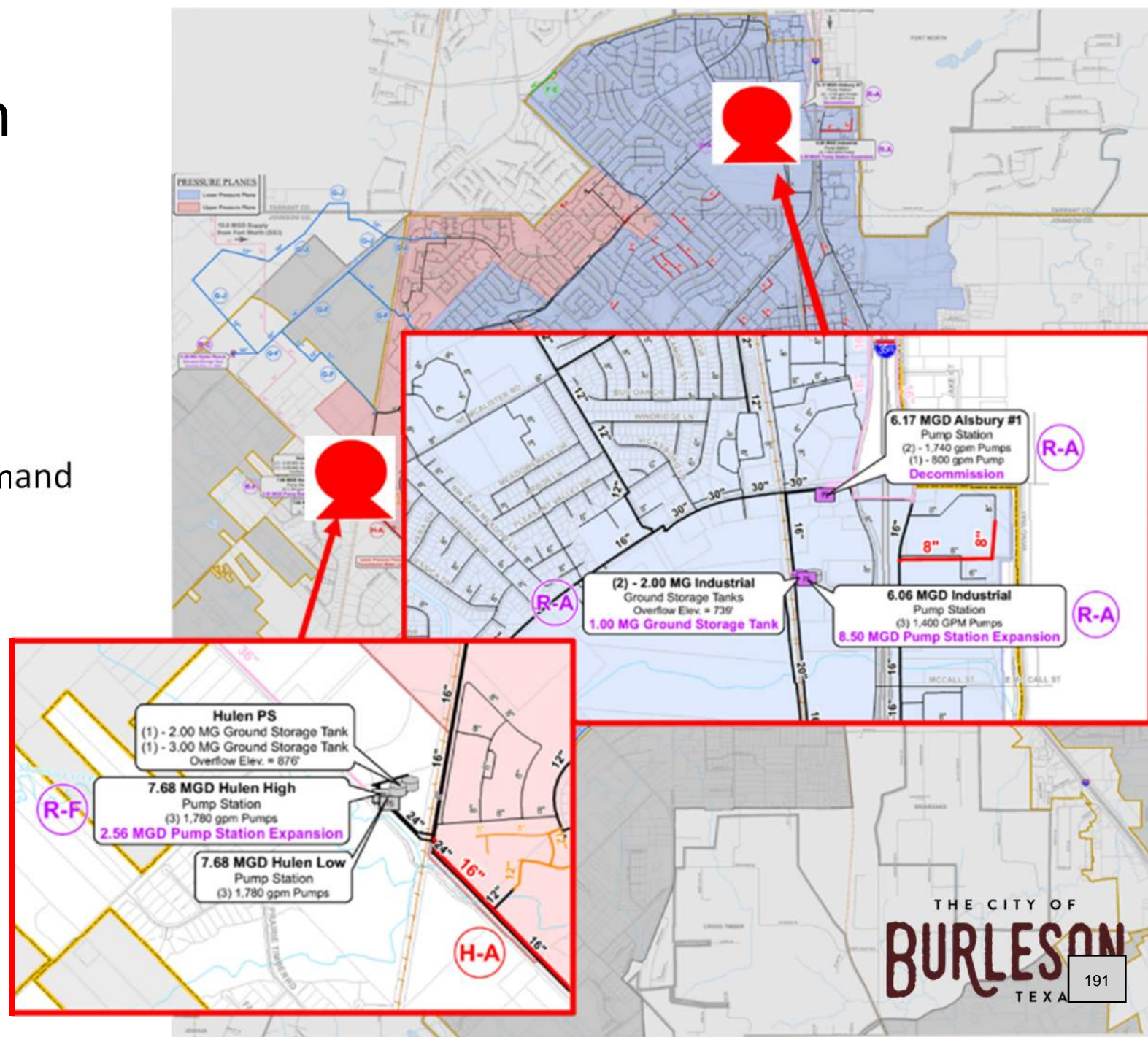


# Water Distribution System Overview

1. Service Area Boundary
2. Pressure Planes
  - Lower (894')
  - Upper (1,000')
3. Build-out Maximum Day Demand

## 4. Existing Delivery Points

- Industrial Pump Station
- ~~Alsbury Pump Station~~
- Hulen Pump Station

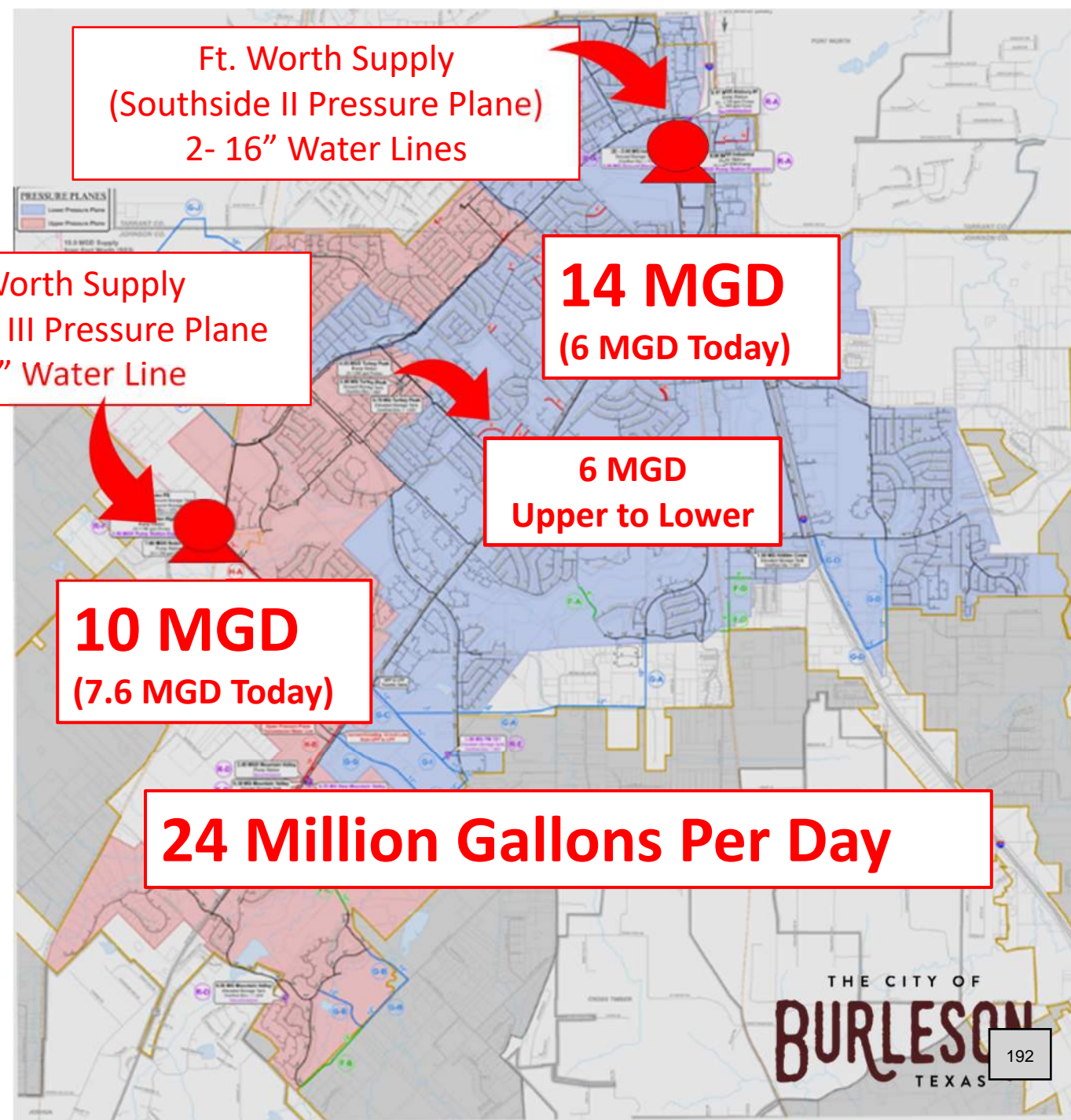




# Water Distribution System Overview

1. Service Area Boundary
2. Pressure Planes
  - Lower (894')
  - Upper (1,000')
3. Build-out Maximum Day Demand
4. Existing Delivery Points
  - Industrial Pump Station
  - Hulen Pump Station

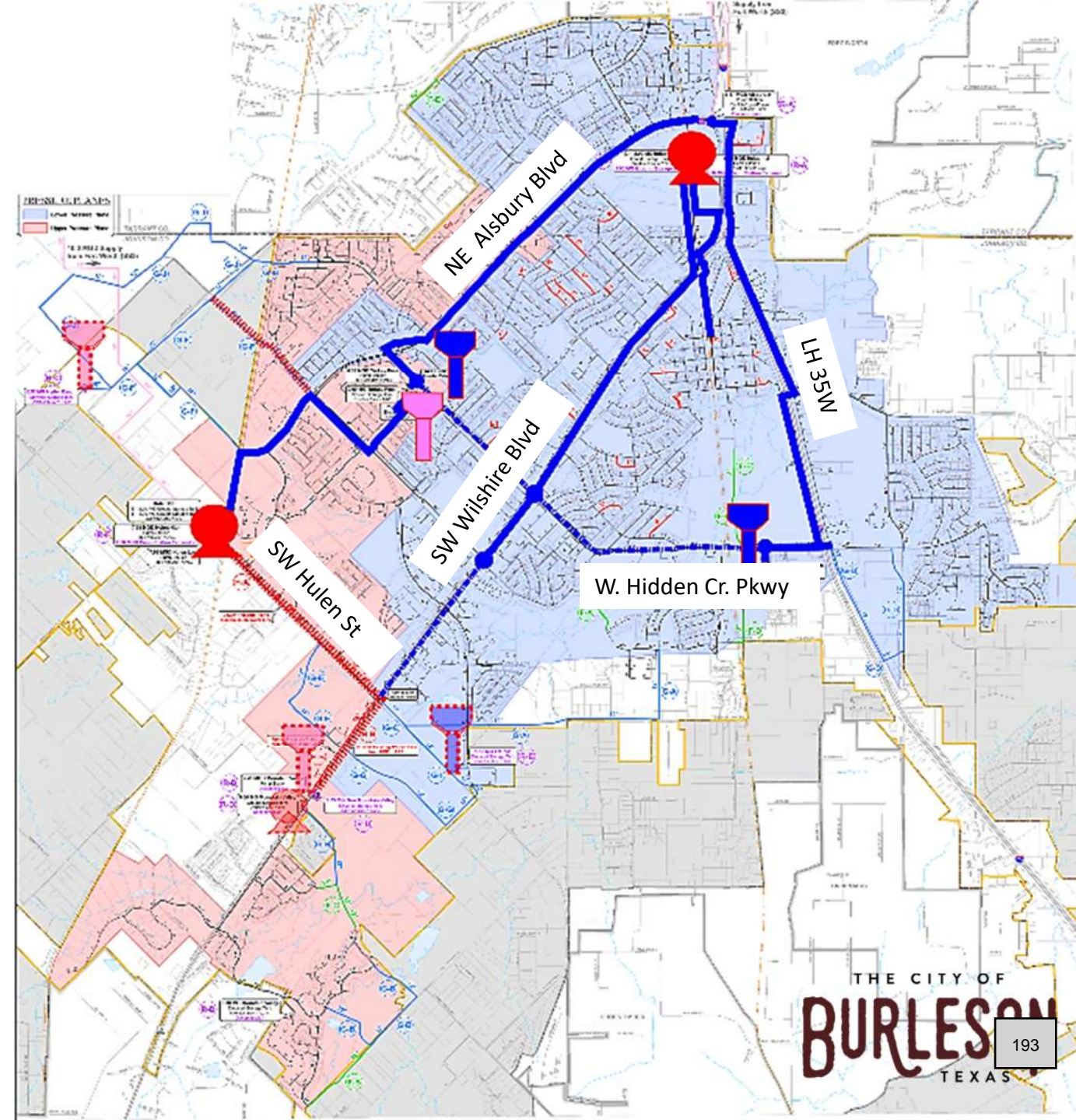
## 5. Ultimate Delivery Volumes





# Water Distribution System Overview

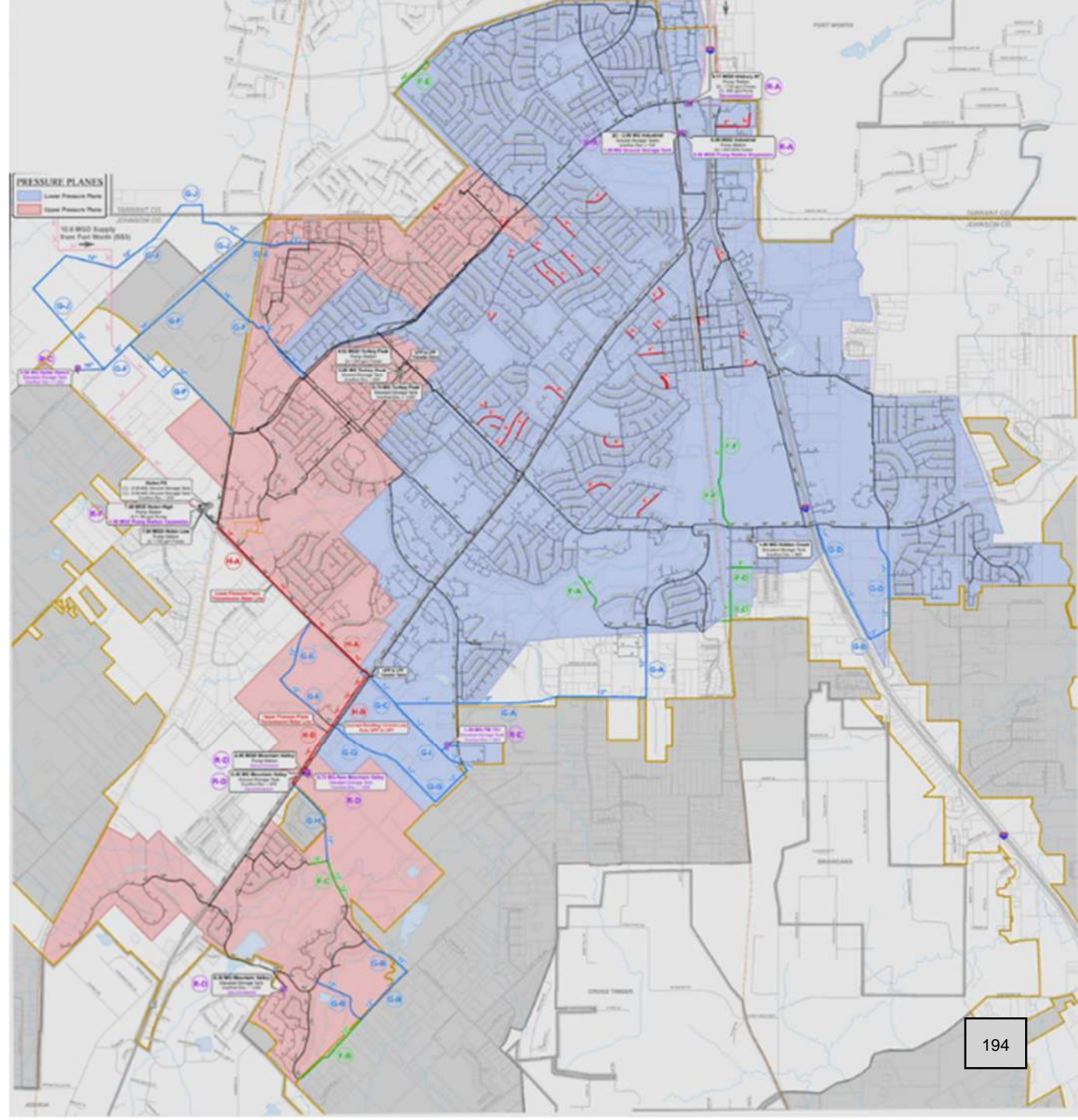
1. Service Area Boundary
2. Pressure Plans
  - Lower (894')
  - Upper (1,000')
3. Build-out Maximum Day Demand
4. Existing Delivery Points
  - Industrial Pump Station
  - Hulen Pump Station
5. Ultimate Delivery Volumes
6. Major Transmission Mains





# Why an Alternate Source of Treated Water Supply?

1. System Resiliency and Risk Reduction
2. Options and Flexibility to Serve Growth (Additional Source for future changes in Land Use or Development Types)
3. Possibly off-set Peak Day Restrictions
4. System Operational Flexibility



# How Much Alternate Supply is Needed?

## 1. ~~Enough to Completely Replacement of Ft. Worth Supply (24 MGD)?~~

- ~~• Not Economically or Contractually Feasible~~

## 2. ~~Enough to Serve Max Day Demand to Buildout (24 MGD)?~~

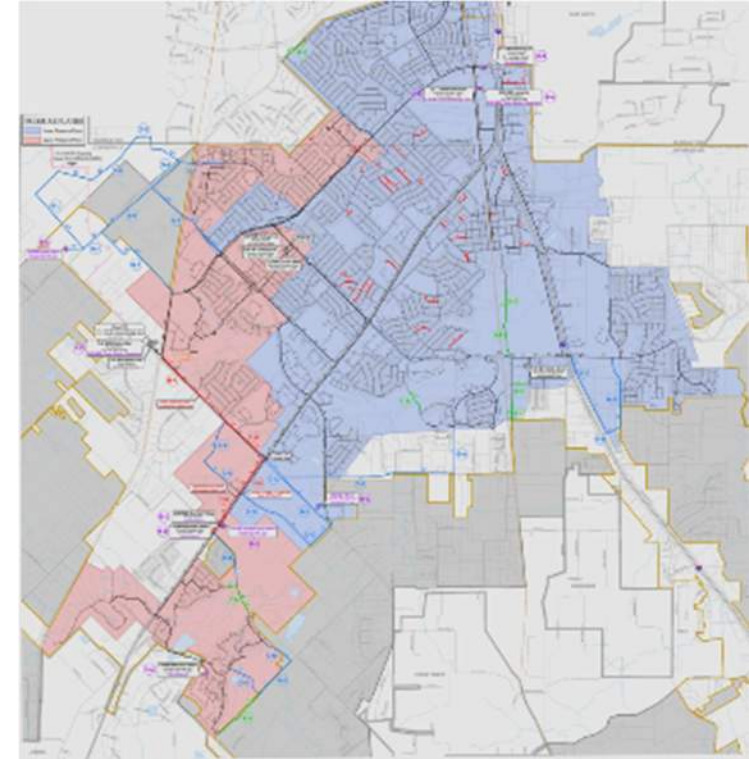
- ~~• No New Supply from Ft. Worth.~~
- ~~• 13.6 MGD today to 24.0 MGD at Buildout – 10 MGD~~

## 3. Enough to “Peak Shave” high summertime Demands?

- 12 MGD Ave. Day to 24 Max Day = 12 MGD

## 4. Enough to Provide “Emergency Supply” Only?

- Average Day Demand  $\div 2$  = 6.0 MGD

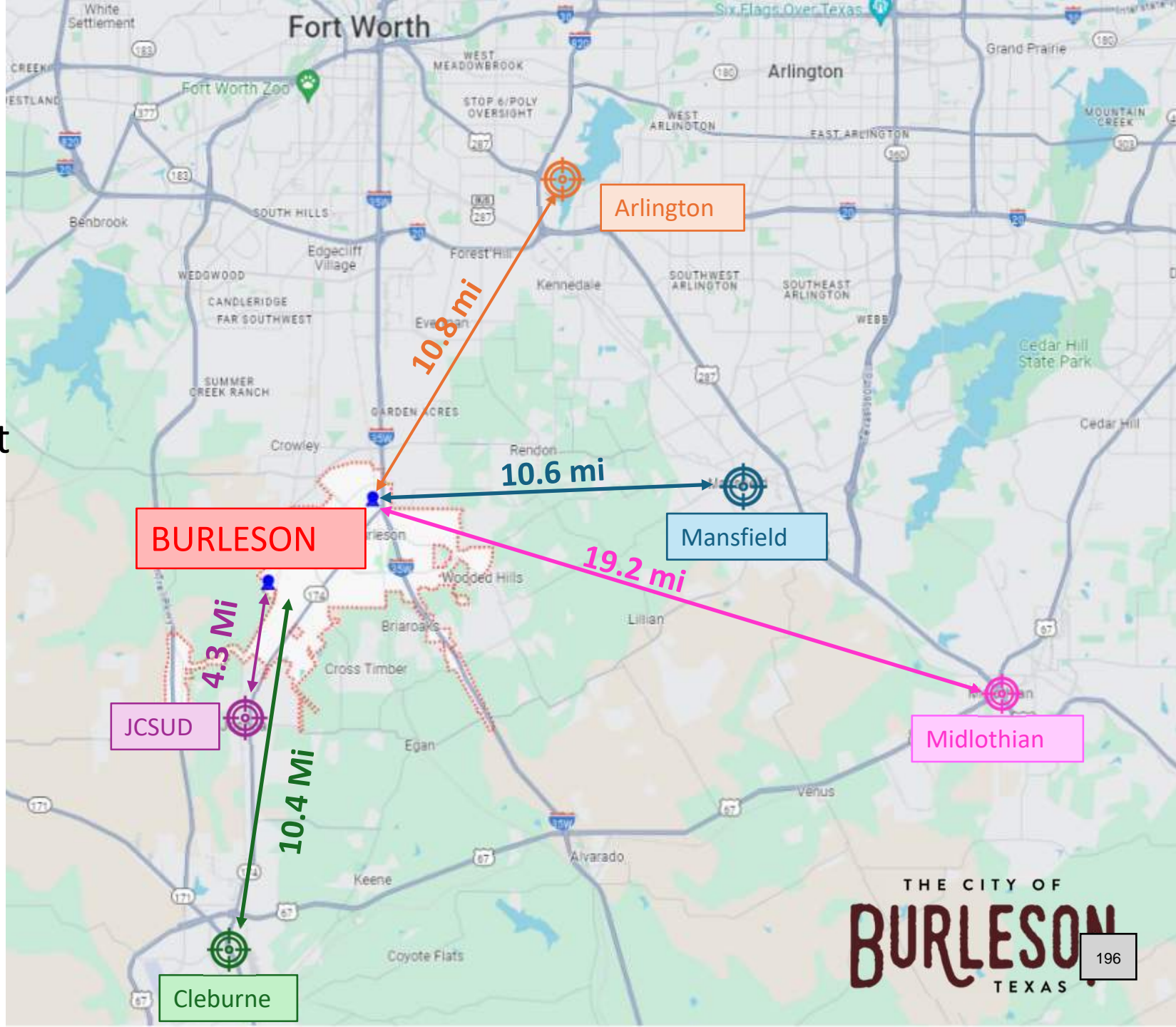




# FROM WHERE?

## Treated Water Sources

1. Johnson County Special Utility District
2. City Midlothian
3. City of Cleburne
4. City of Mansfield
5. City of Arlington



# FROM WHERE?

## Raw Water Sources

1. Tarrant Regional Water District
2. Trinity River Authority
3. Brazos River Authority

### Cost Considerations:

Water Treatment Plant Cost:

- \$15-\$20 per gallon
- 6 MGD = **\$90 - \$120 Million**

BRA  
Lake Granbury



23.5 mi

BURLESON

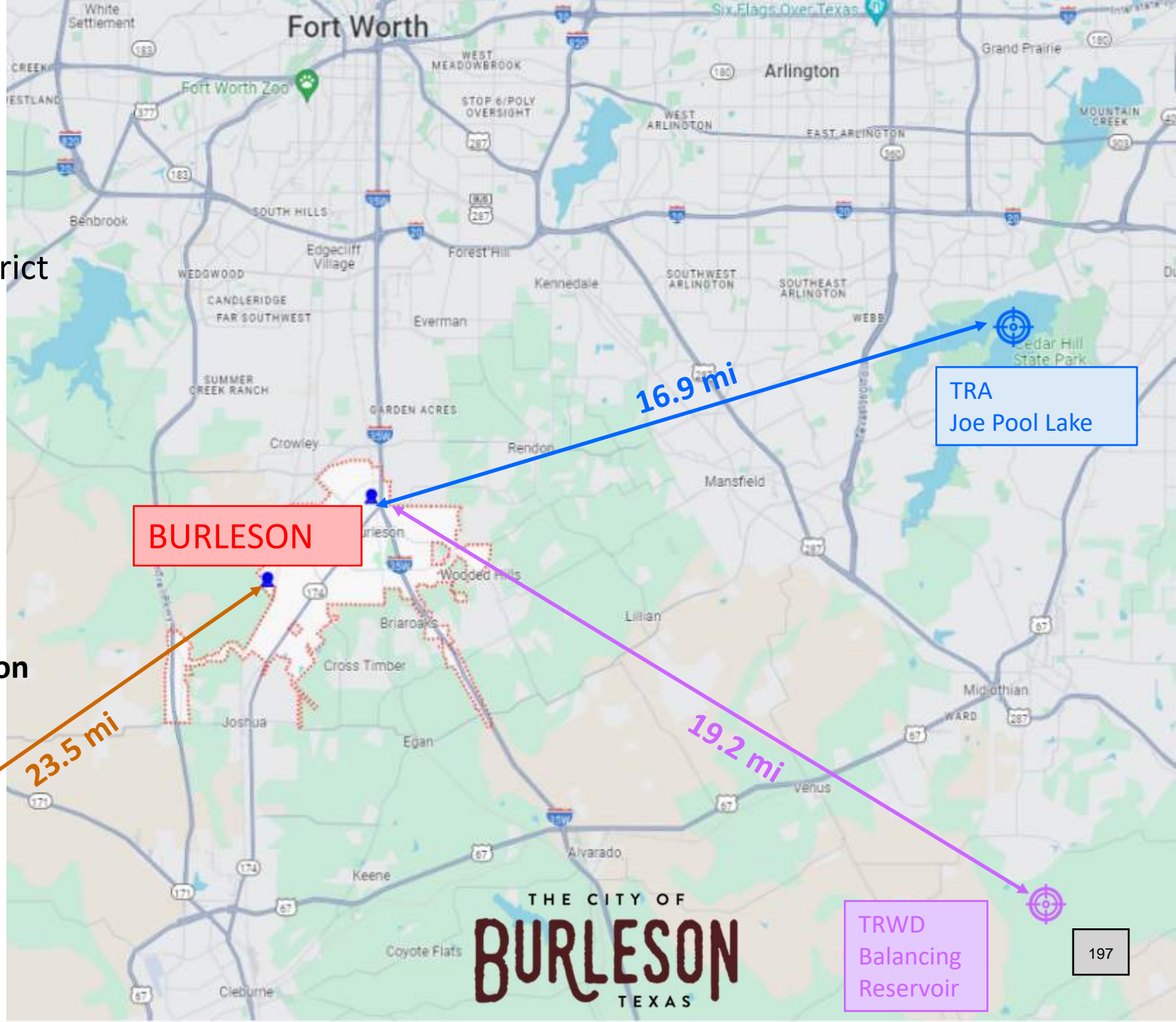
16.9 mi

TRA  
Joe Pool Lake

19.2 mi

TRWD  
Balancing  
Reservoir

197





# FROM WHERE?

## Ground Water Sources

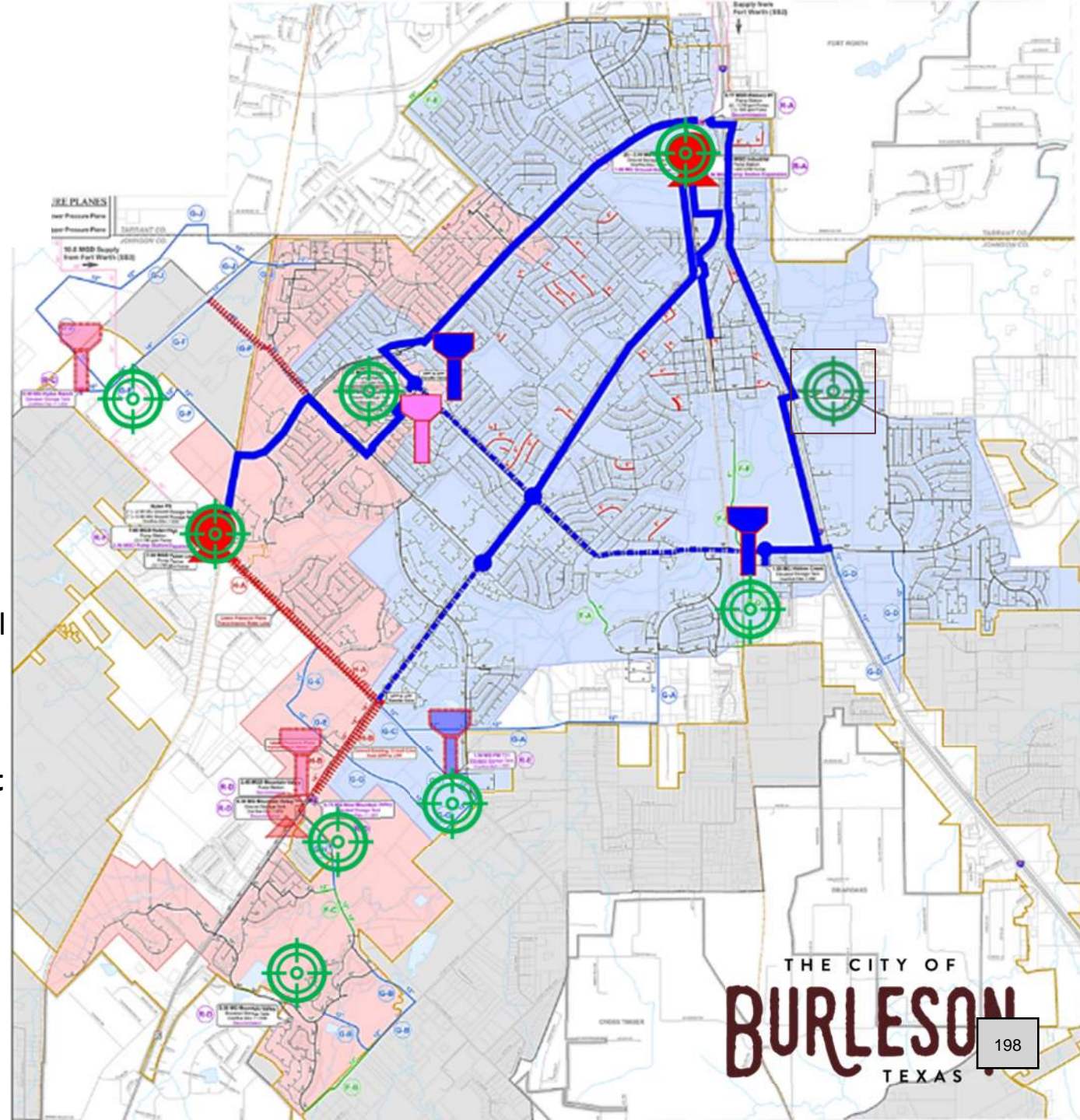
### 1. Practical Limitations of Reliable Source

- Expected Source at 2,000-foot depth
- Expected High TDS (Secondary Treatment)
- Water Quality and Blending with Surface Water
- Expected Low Volumes
  - 500 gpm (0.70 mgd) per water well
  - Nine (9) wells required to achieve goal of  $\frac{1}{2}$  of the average day demand (6.0 mgd)

### 2. Prairielands Ground Water Conservation District

### 3. Cost Considerations

- \$5 - \$6 Million each (no treatment) =  
**\$45 - \$54 Million**
- \$12-\$13 Million each (with treatment) =  
**over \$100 Million**



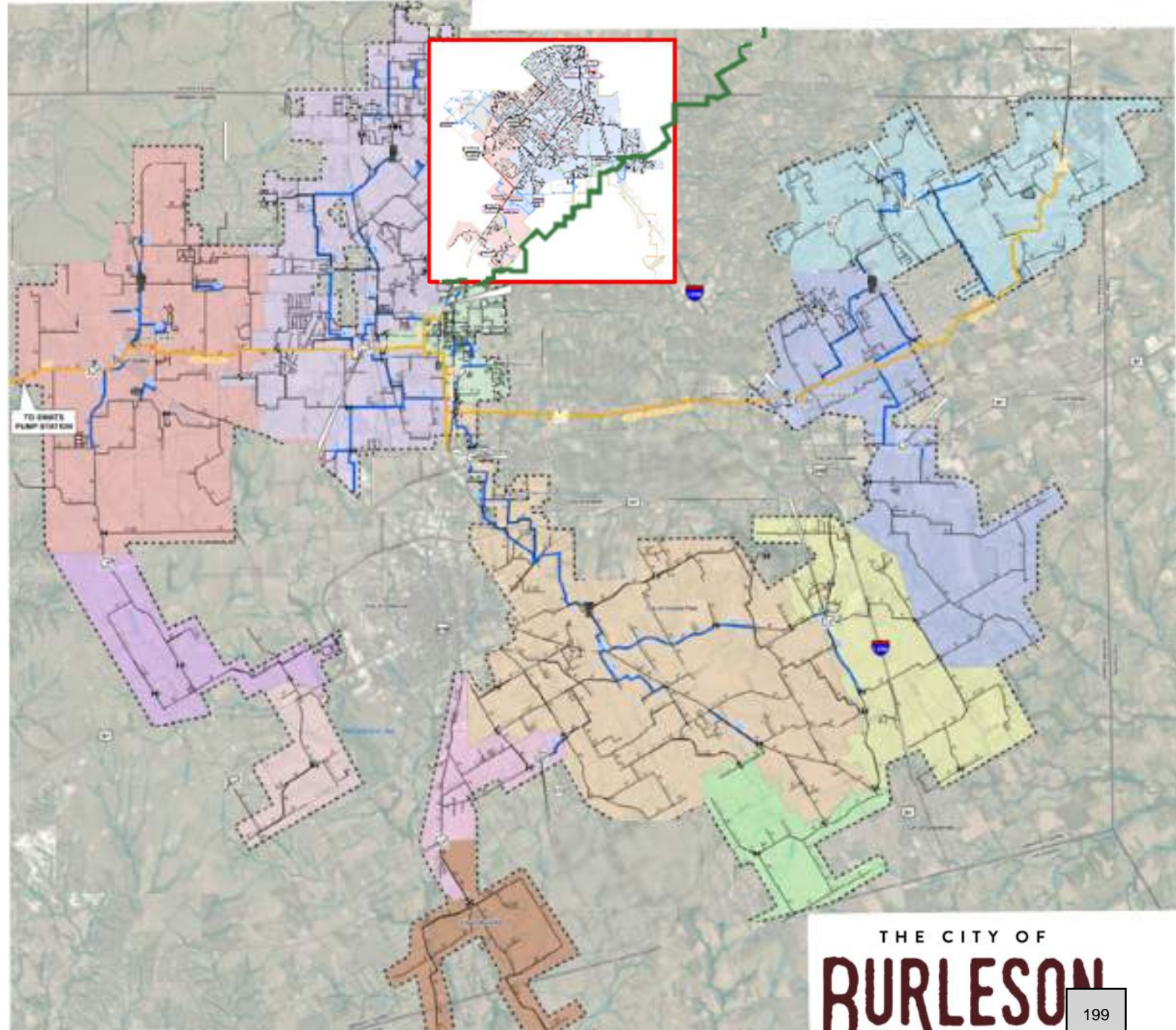


# APPARENT BEST OPTION

## Johnson County Special Utility District (JCSUD)

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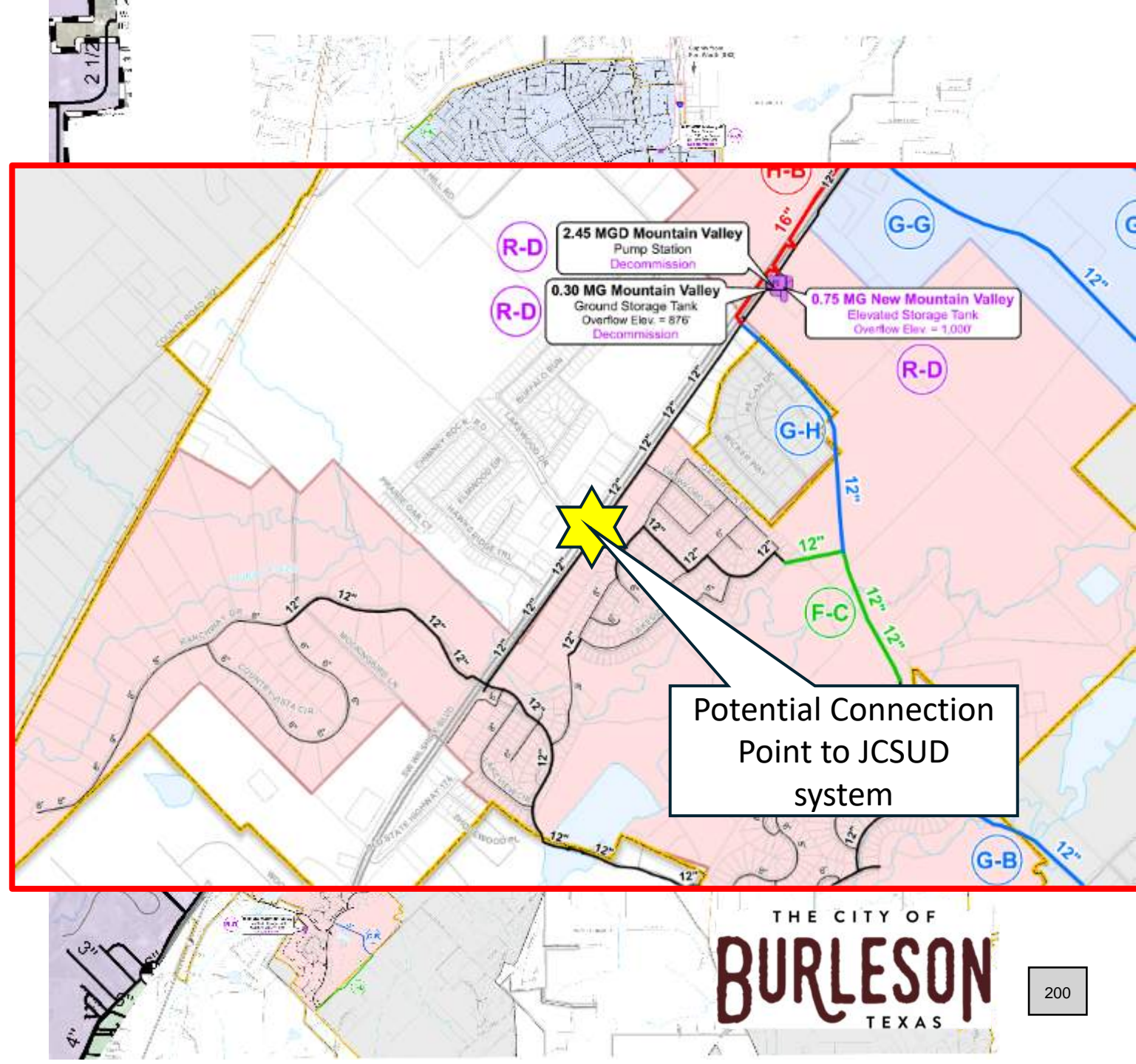
Source: JCSUD Water Master Plan Map (Jan. 2023)



# APPARENT BEST OPTION

**IMMEDIATE** Connection to JCSUD  
Pressure Plane No. 8 at or near  
Mountain Valley Pump Station

OR...



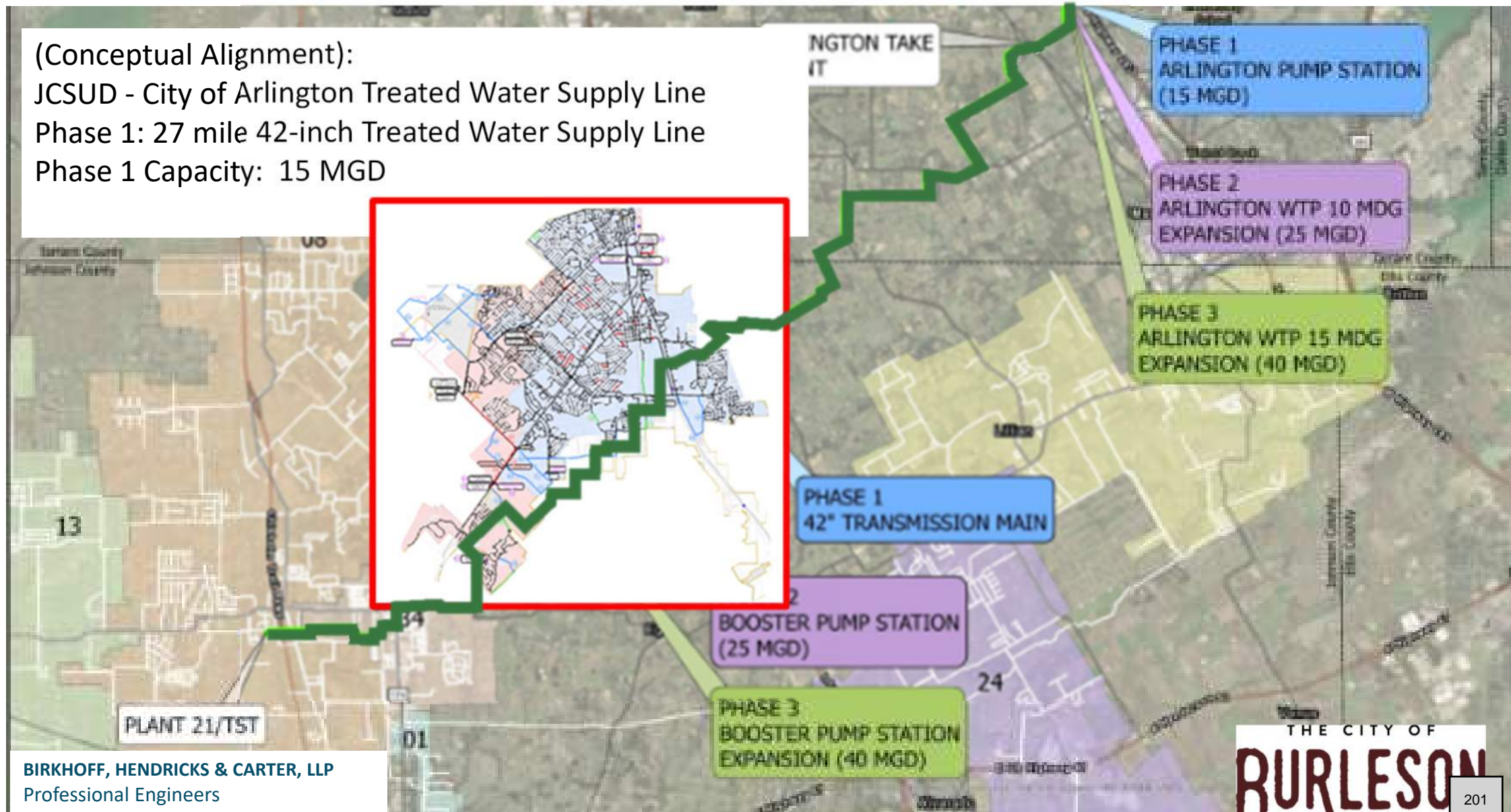
# APPARENT BEST OPTION

(Conceptual Alignment):

JCSUD - City of Arlington Treated Water Supply Line

Phase 1: 27 mile 42-inch Treated Water Supply Line

Phase 1 Capacity: 15 MGD





# APPARENT BEST OPTION

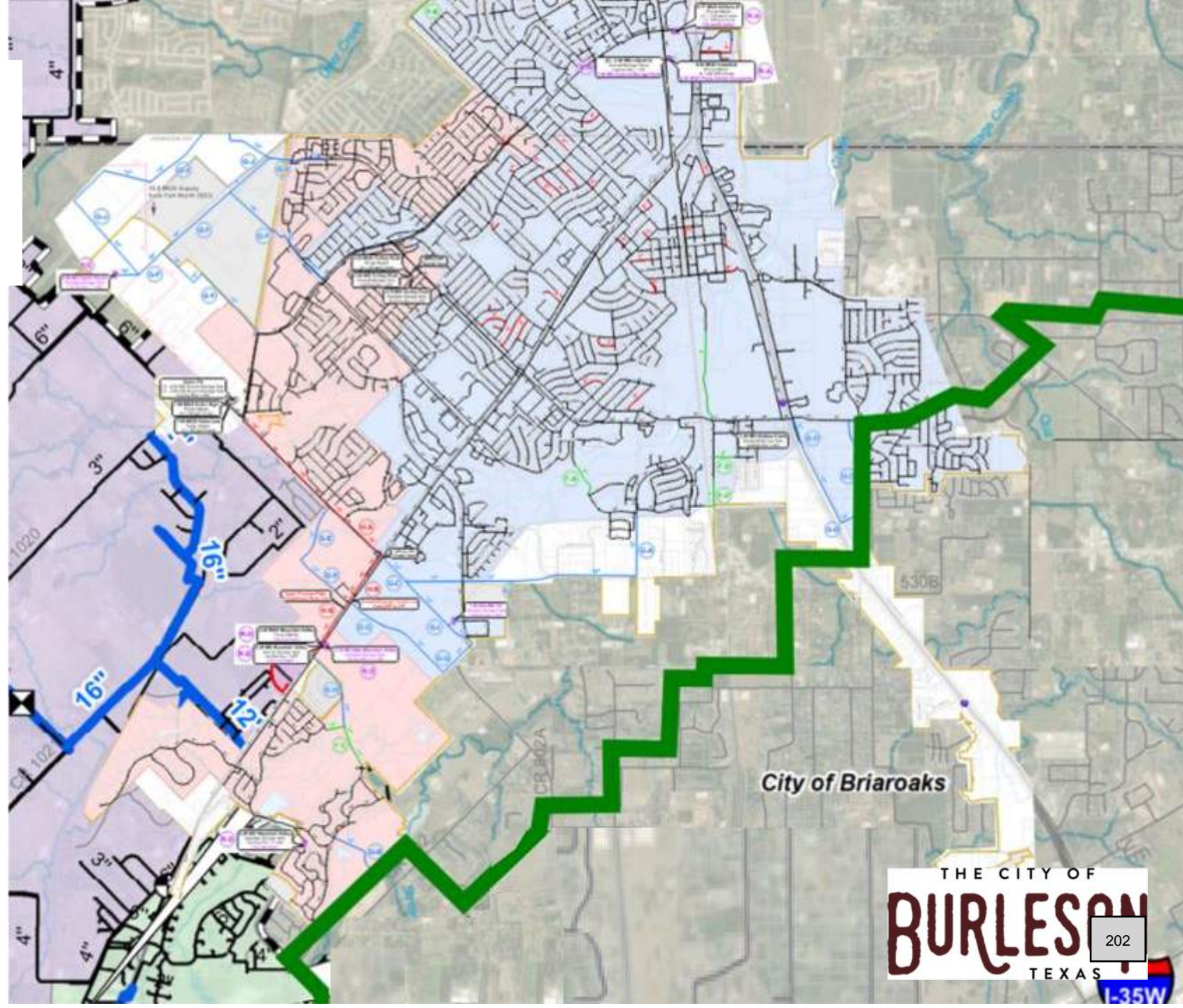
## JCSUD – City of Arlington Treated Water Supply Line

Phase 1: 27 mile 42-inch  
Treated Water Supply Line

Phase 1 Capacity: 15 MGD

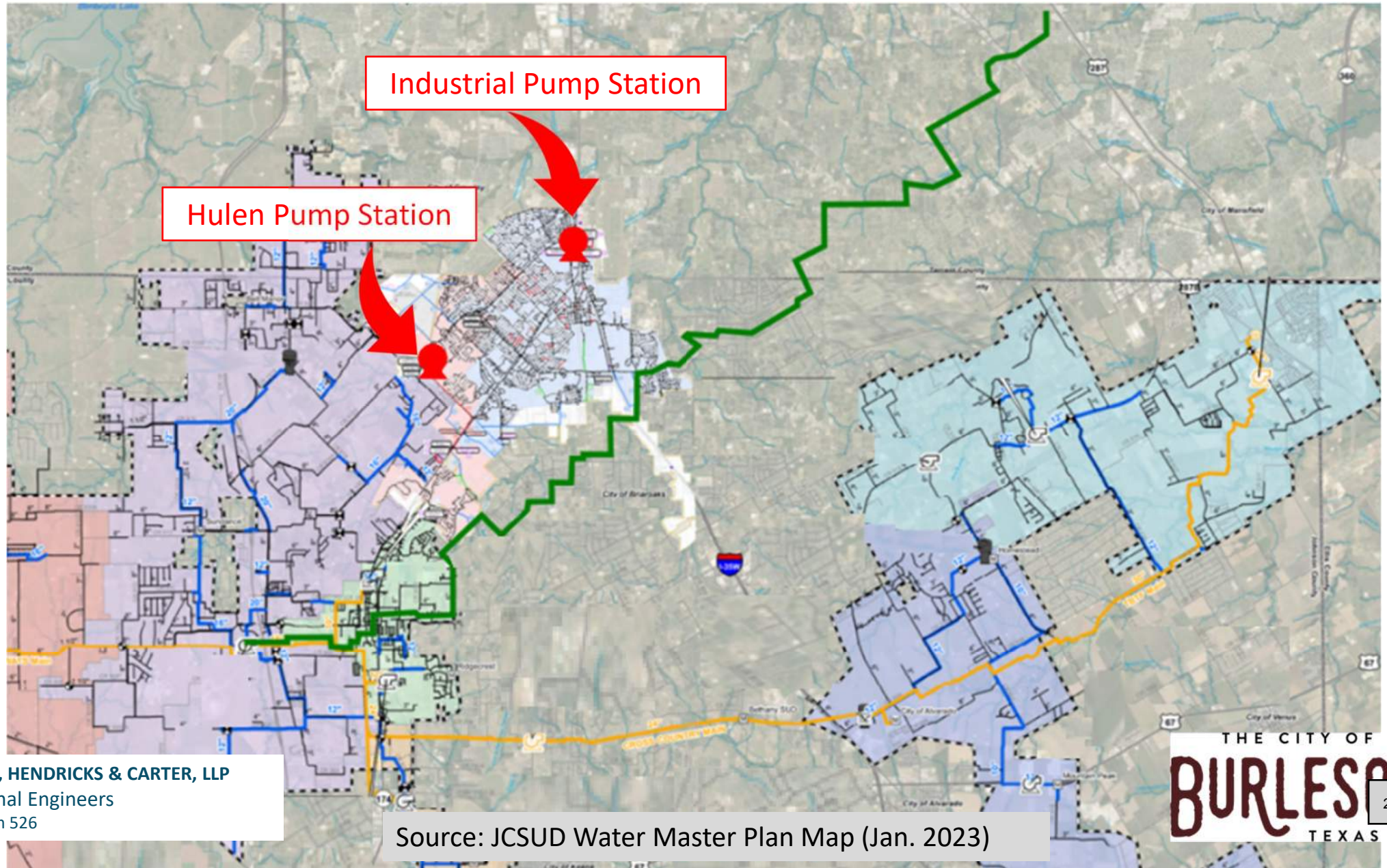
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# APPARENT BEST OPTION

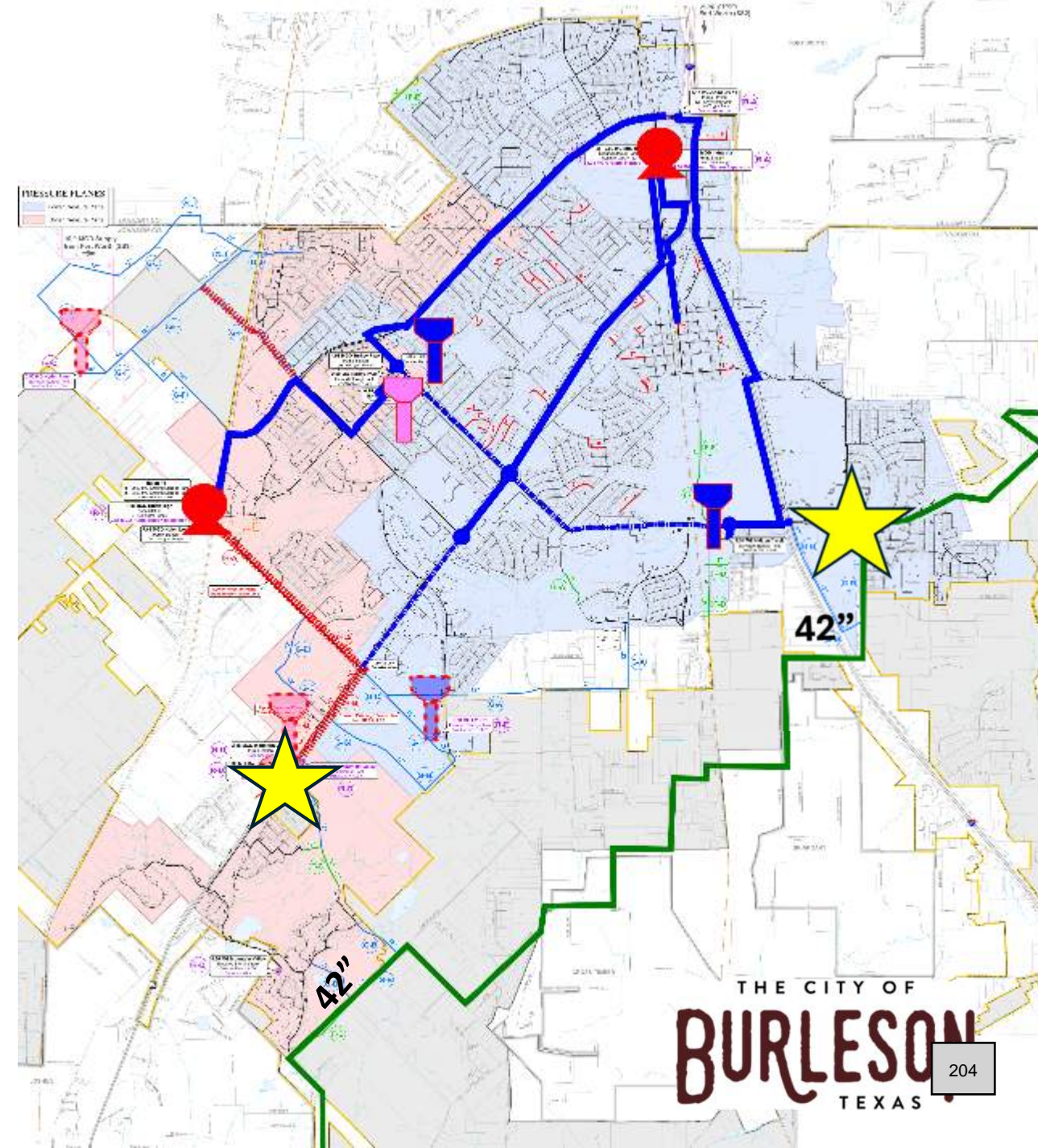




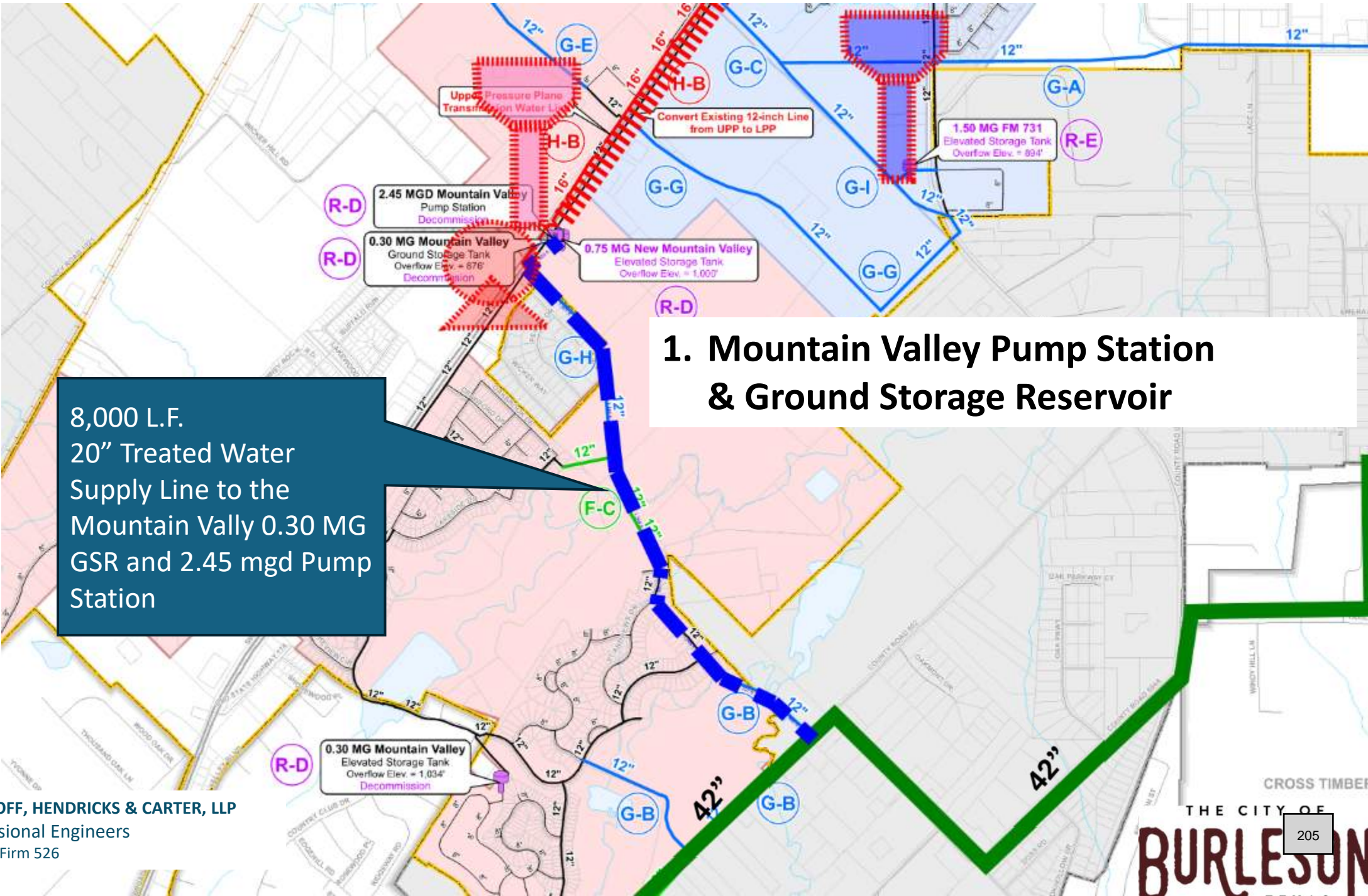
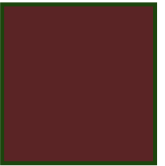
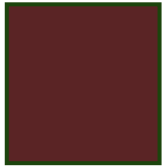
# APPARENT BEST OPTION

## Potential Connection/Delivery Points

- Air Gap and Ground Storage Tank Necessary
  - High Service Pump Station Necessary
1. Mountain Valley Pump Station and GSR
  2. Hidden Creek Parkway at S. Hurst Rd.

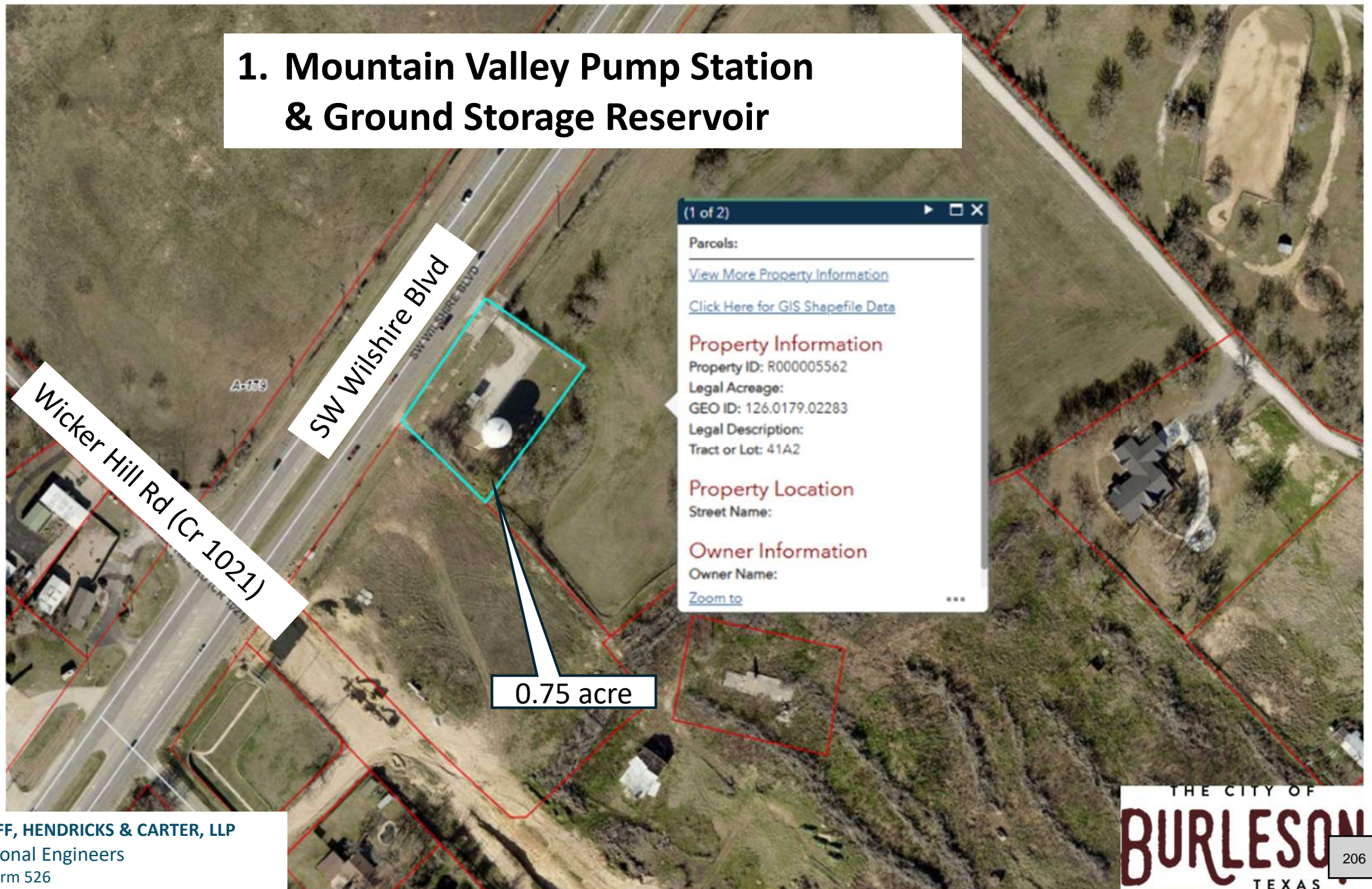






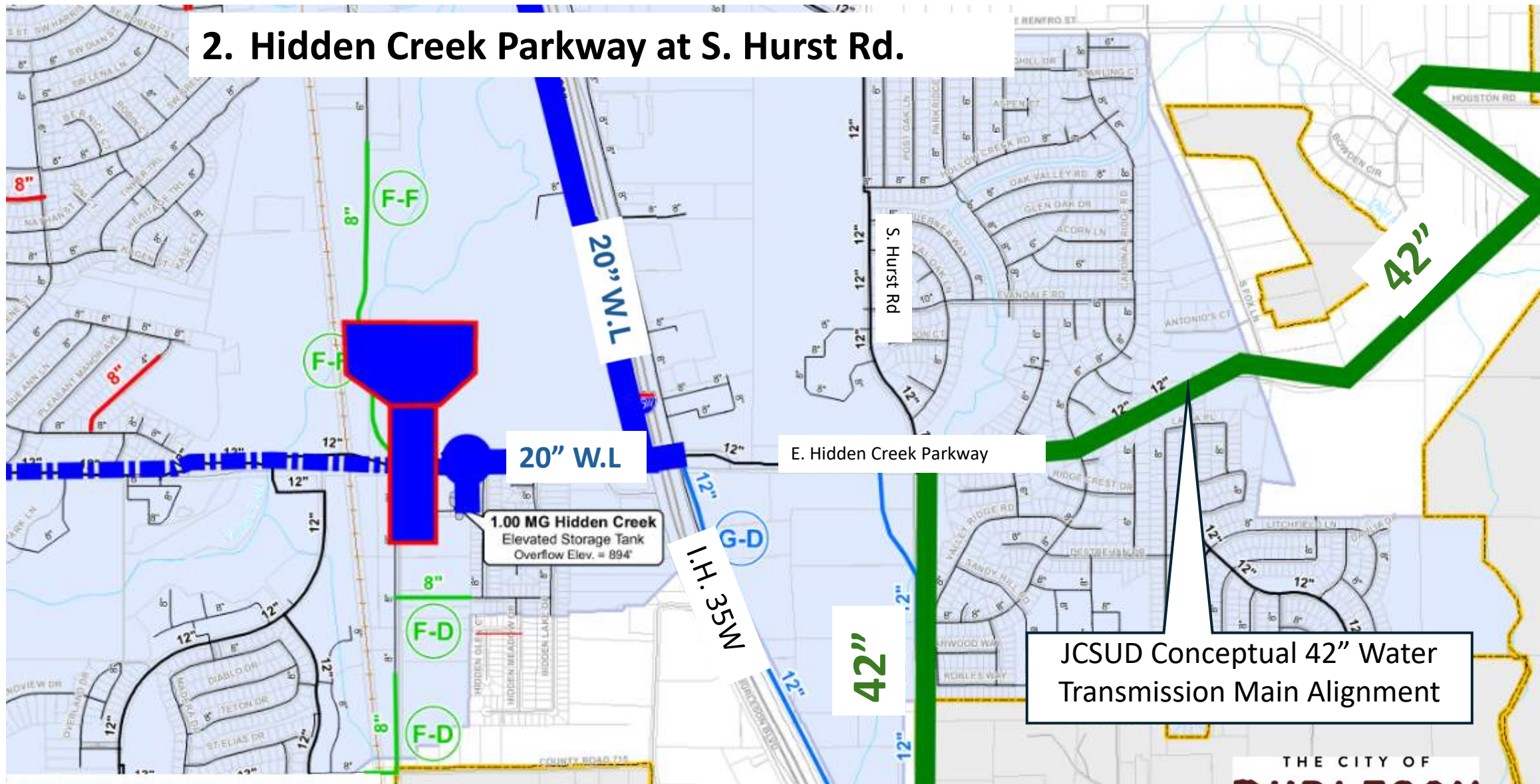


# 1. Mountain Valley Pump Station & Ground Storage Reservoir





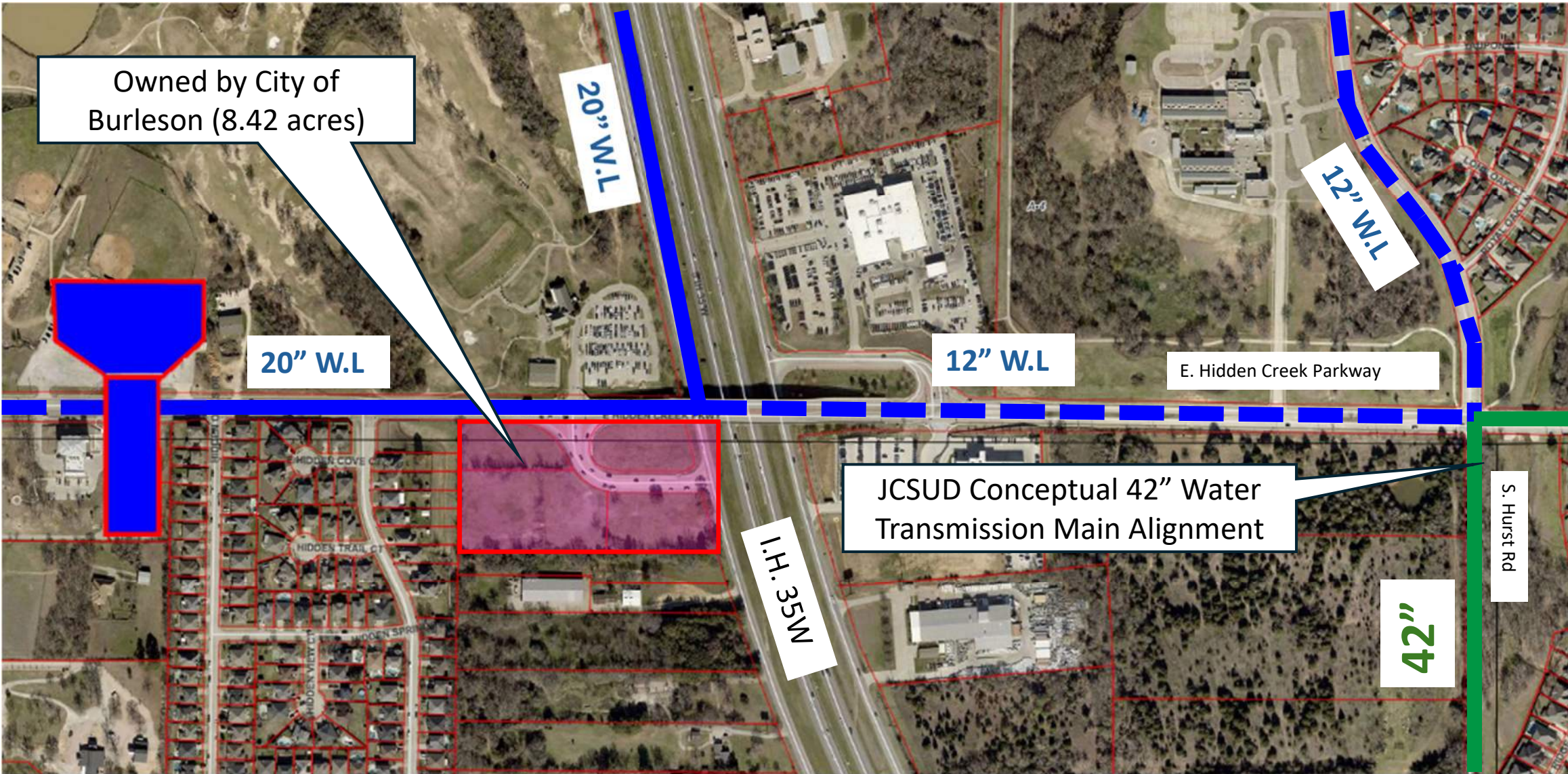
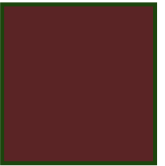
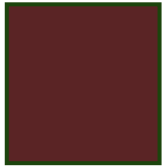
## 2. Hidden Creek Parkway at S. Hurst Rd.



JCSUD Conceptual 42" Water Transmission Main Alignment

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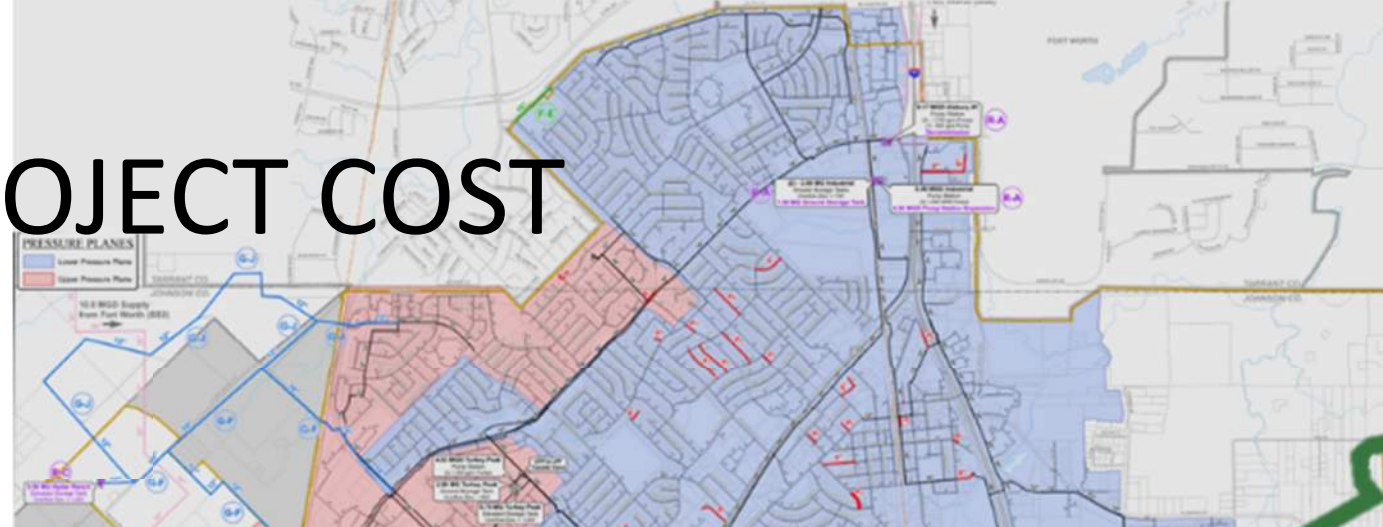


# CONCEPTUAL PROJECT COST

## JCSUD Estimates:

Phase	Description	JCSUD	Arlington	Total
1	42" Transmission Main & Pump Station	\$112 M	\$30 M	\$142 M
2	25 MGD Treatment Plant Upgrade		\$167 M	\$167 M
3	40 MGD Treatment Plant Upgrade		\$50 M	\$50 M
Project Total:		\$112 M	\$247 M	\$359 M

Source: JCSUD, Pipeline Route Studies Presentation, April 2025



# CONCEPTUAL PROJECT COST

Phase		Description	Total	Total Capacity (MGD)	Burleson Capacity			
					MGD	%	\$	
1	42" Transmission Main & Pump Station		\$142 M	15	2	13.3%	\$18.9 M	
2	25 MGD Treatment Plant Upgrade		\$167 M	25	4	16.0%	\$26.7 M	
3	40 MGD Treatment		USE \$65 to \$70M				15.0%	\$7.5 M
							Subtotal:	
City of Burleson Conceptual Internal Infrastructure Cost:								
2 EACH - 3 MGD Pump Station with 0.5 MG Ground Storage Reservoir, OR							\$3.9 M	
1 EACH -6 MGD Pump Station with 1.0 MG Ground Storage Reservoir							\$7.6 M	
City of Burleson Internal Cost Subtotal - USE:							\$8.0 M	
Project Total:							\$61.2 M	

# Potential Funding Source

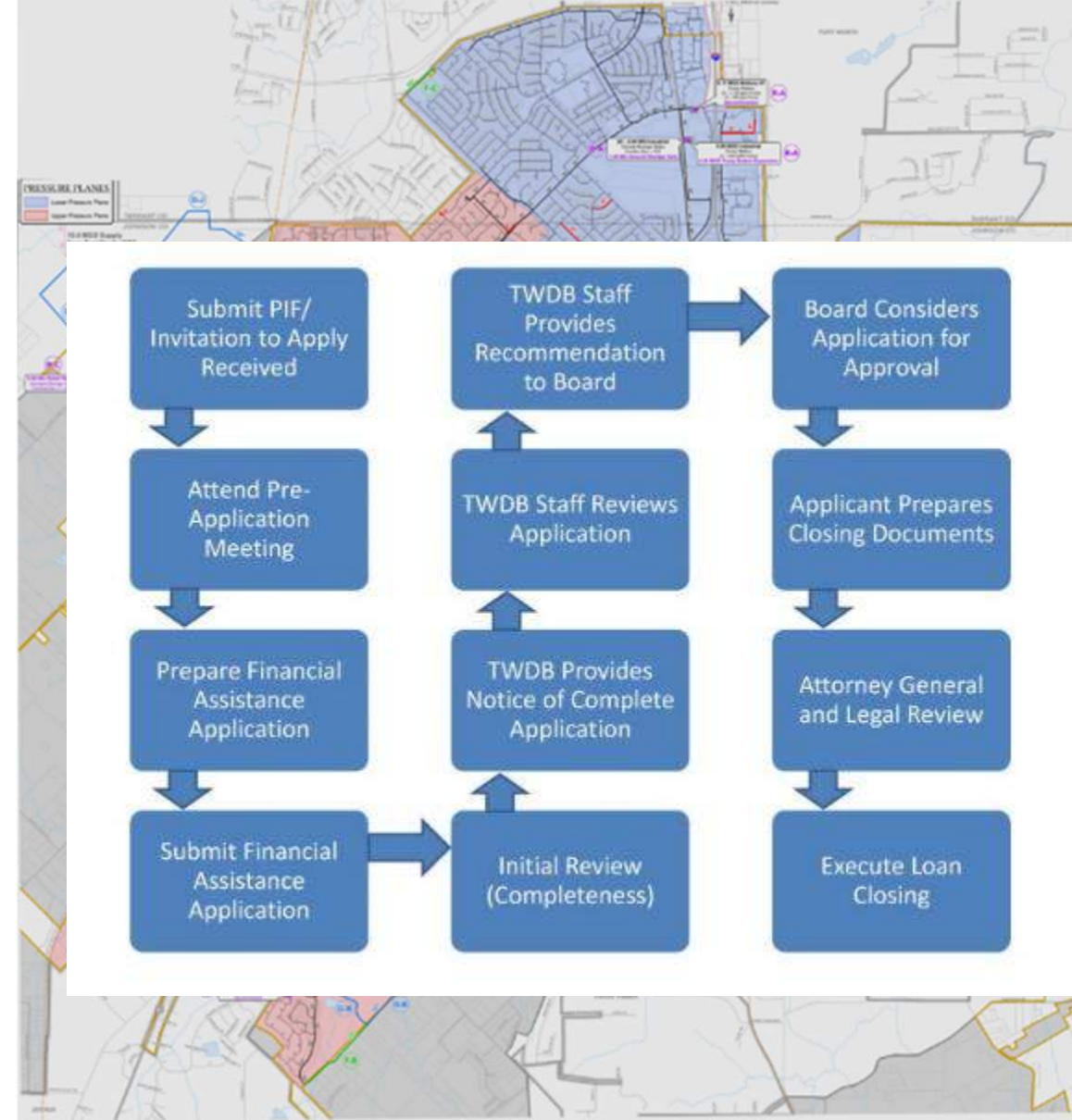
## 1. Texas Water Development Board – Region C and Region G Planning Group

- a) 2021 Regional Water Plan
- b) 6<sup>th</sup> Planning Cycle (2026 Regional Water Plan)

## 2. Process to Get Funded (Time-sensitive)

(Applications open in January and close in March)

- a) Submit Projection Information Form (PIF)
- b) Submit Financial Assistance Application
- c) If approved, receive Financial Assistance Commitment
- d) Close on funding



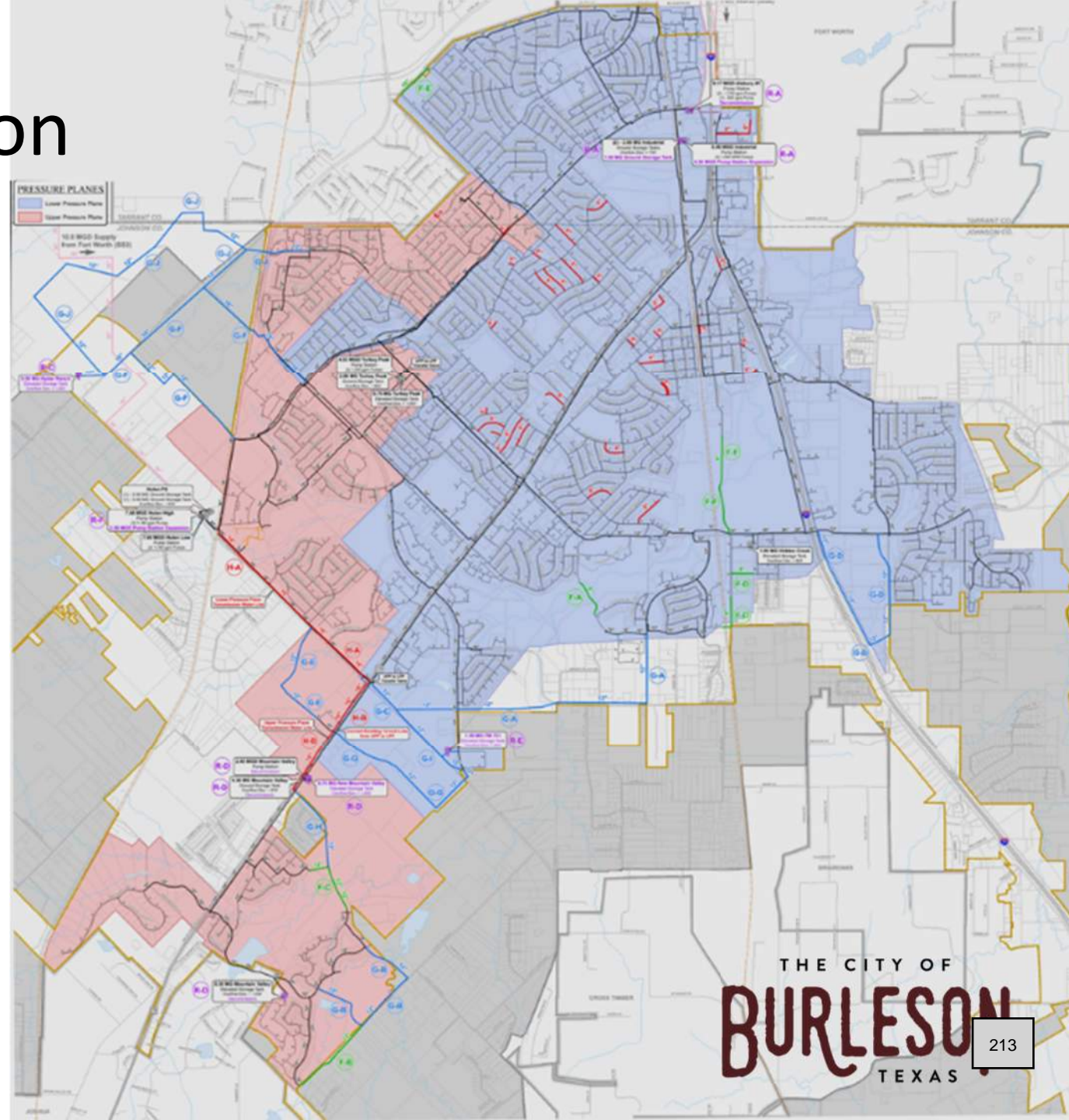


# COST COMPARISON SUMMARY

	Conceptual Cost (Million \$)		
	Treated Water Supply	Raw Water Supply	Groundwater Supply
Participation in JCSUD Treated Water Supply System	\$53.2		
Supply Water Lines		\$52.8	
Raw Water Intake and Pump Station		\$20.0	
Water Treatment Plant(s)		\$60.0	\$63.0
Groundwater Wells (9 each)			\$27.0
Ground Storage and High Service Pump Station	\$8.0	\$8.0	\$18.0
Internal Water Transmission Mains	\$3.2	\$5.0	
Annual Water Cost (Treated, Raw or Ground)	\$2.6	\$1.5	\$0.2
Annual Operation and Maintenance Cost			
<b>Total:</b>	<b>\$66.9</b>	<b>\$147.3</b>	<b>\$108.2</b>

# Review and Discussion

1. How Much Water Supply from Alternate Sources?
2. Ft. Worth Water Supply Contract Terms and Conditions
3. Consider Stranded Investment in Ft. Worth Supply Lines and Facilities





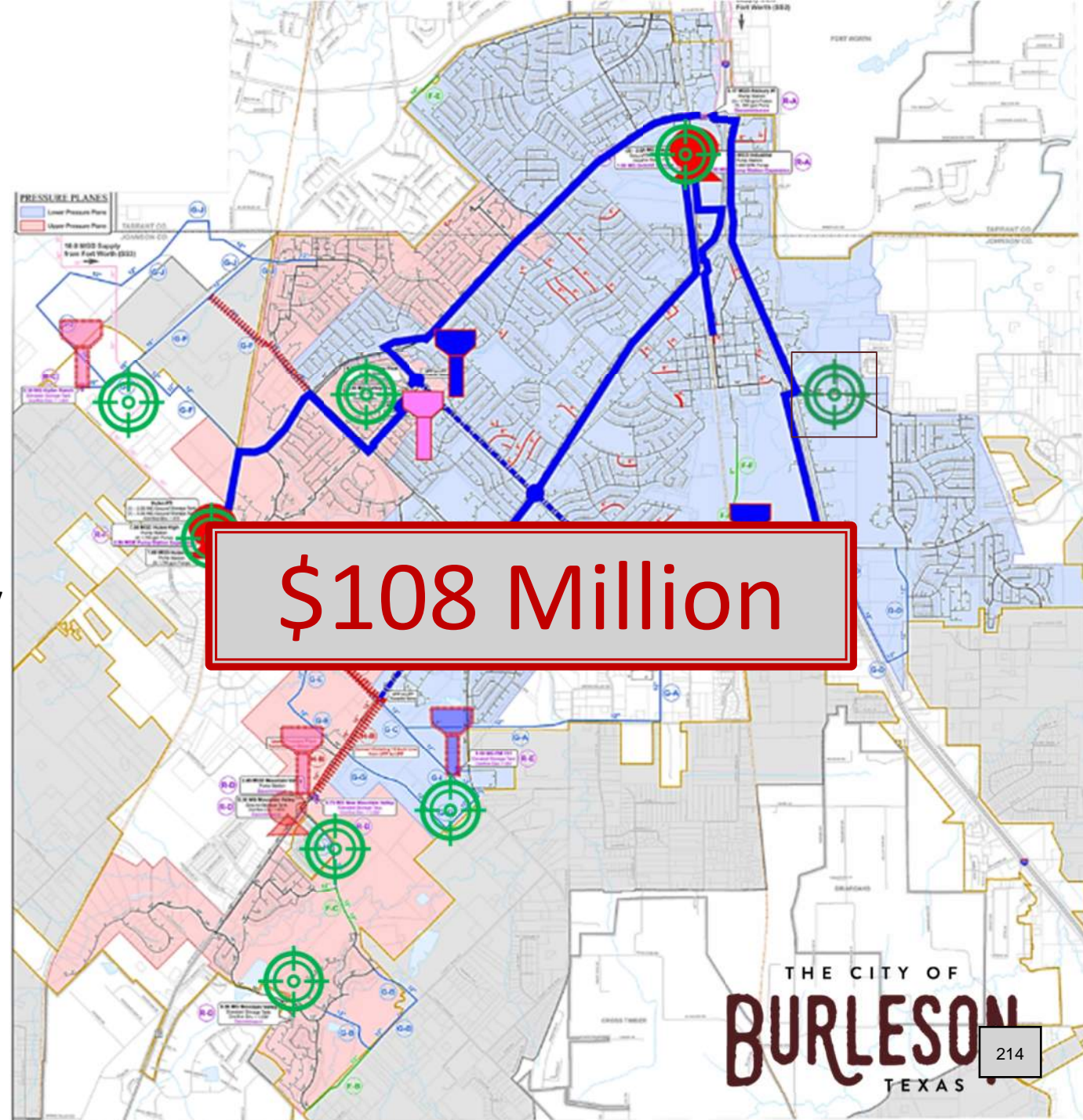
# COUNCIL FEEDBACK SOUGHT

## Groundwater Sources

1. Practical Limitations of Reliable Source
2. Prairielands Ground Water Conservation District
3. Cost Considerations

### NEXT STEPS:

1. Conduct Hydrological Ground Water Study and Report that verifies:
  - a) Predicted Supply
  - b) Treatment Requirements
  - c) Depth and Cost of Wells
2. Meet with Prairielands Groundwater Conservation District to discuss this approach, District Regulations and Fees



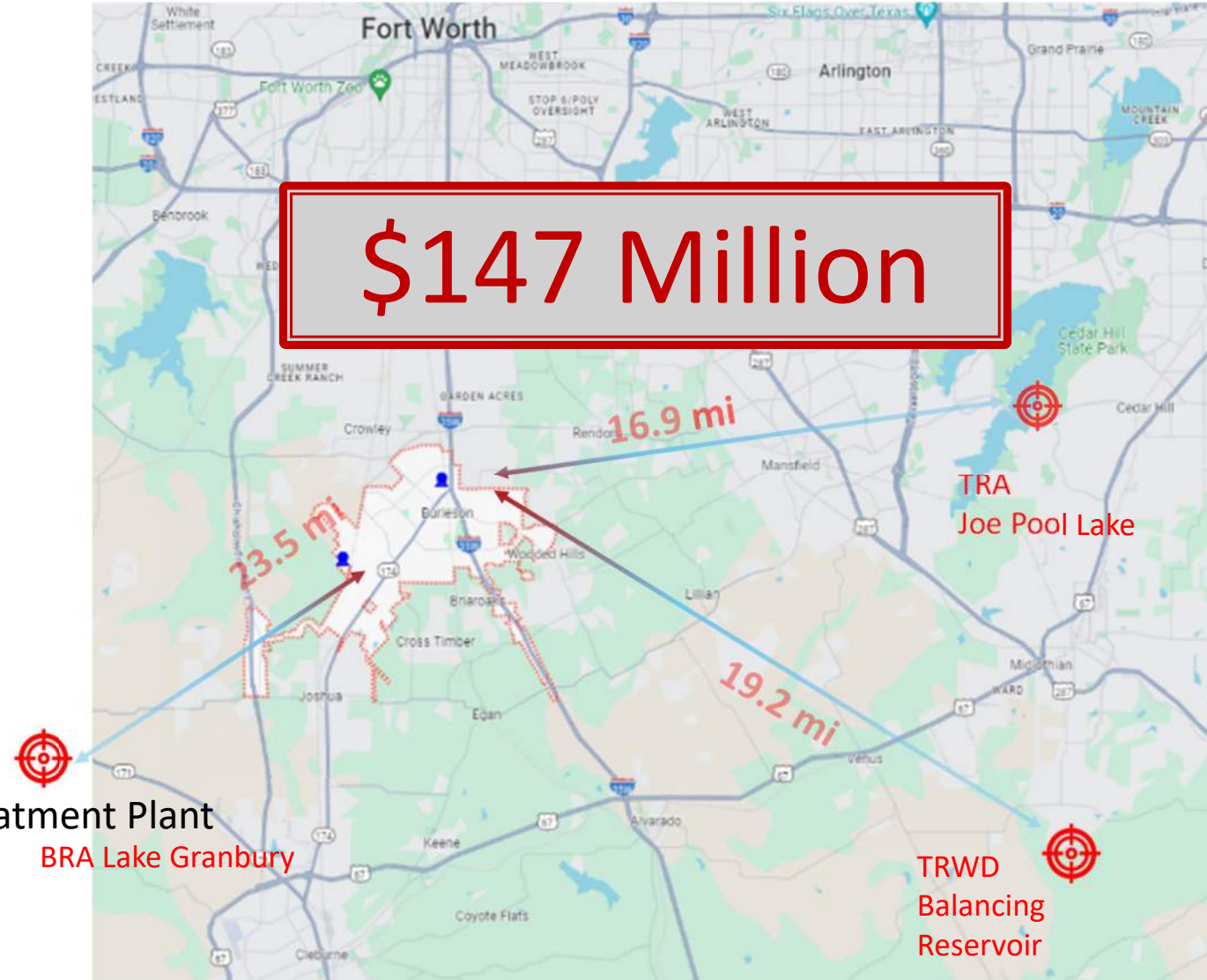
# COUNCIL FEEDBACK SOUGHT

## Raw Water Sources

1. Tarrant Regional Water District
2. Trinity River Authority
3. Brazos River Authority

### NEXT STEPS:

1. Meet with each entity to evaluate:
  - a) Availability of RAW Water Supply
  - b) Treatment Requirements
2. Determine Point of Delivery and Water Treatment Plant (WTP)
3. Prepare Capital Cost Estimates
  - a) Raw Water Pump Intake and Pump Stations
  - b) Raw Water Transmission Main
  - c) Treatment Plant
4. Estimate Annual Operation and Maintenance of WTP





# COUNCIL FEEDBACK SOUGHT

## Treated Water Sources

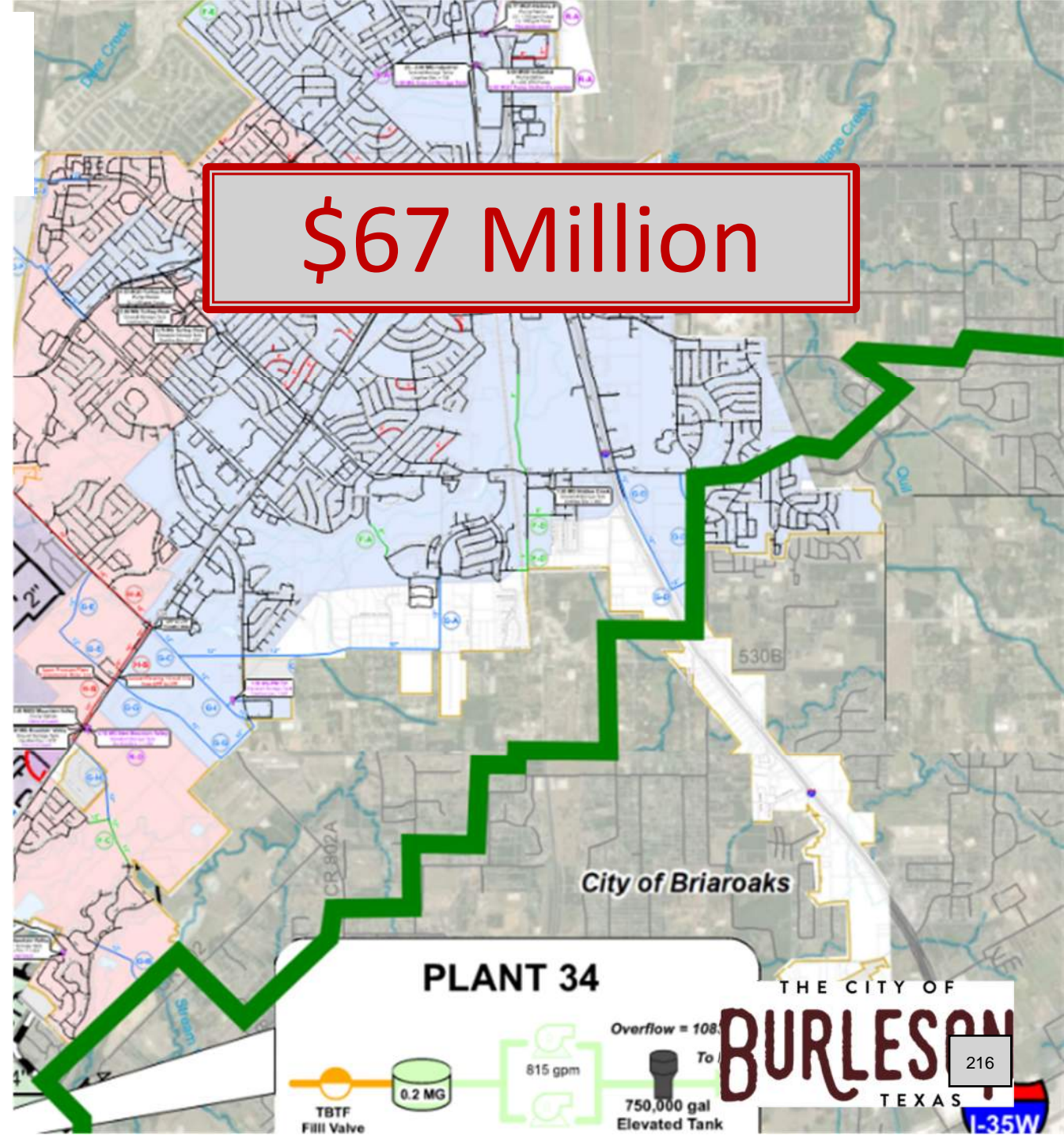
1. Johnson County Special Utility District
- ~~2. City Midlothian~~
- ~~3. City of Cleburne~~
- ~~4. City of Mansfield~~
5. City of Arlington??

### NEXT STEPS:

1. Continue Discussions with JCSUD
  - a) Available Supply
  - b) Schedule
  - c) Capital Cost Participation
  - d) Treated Water Rates
2. Determine Point of Delivery
3. Prepare Capital Cost Estimates
4. Evaluate Funding Mechanisms

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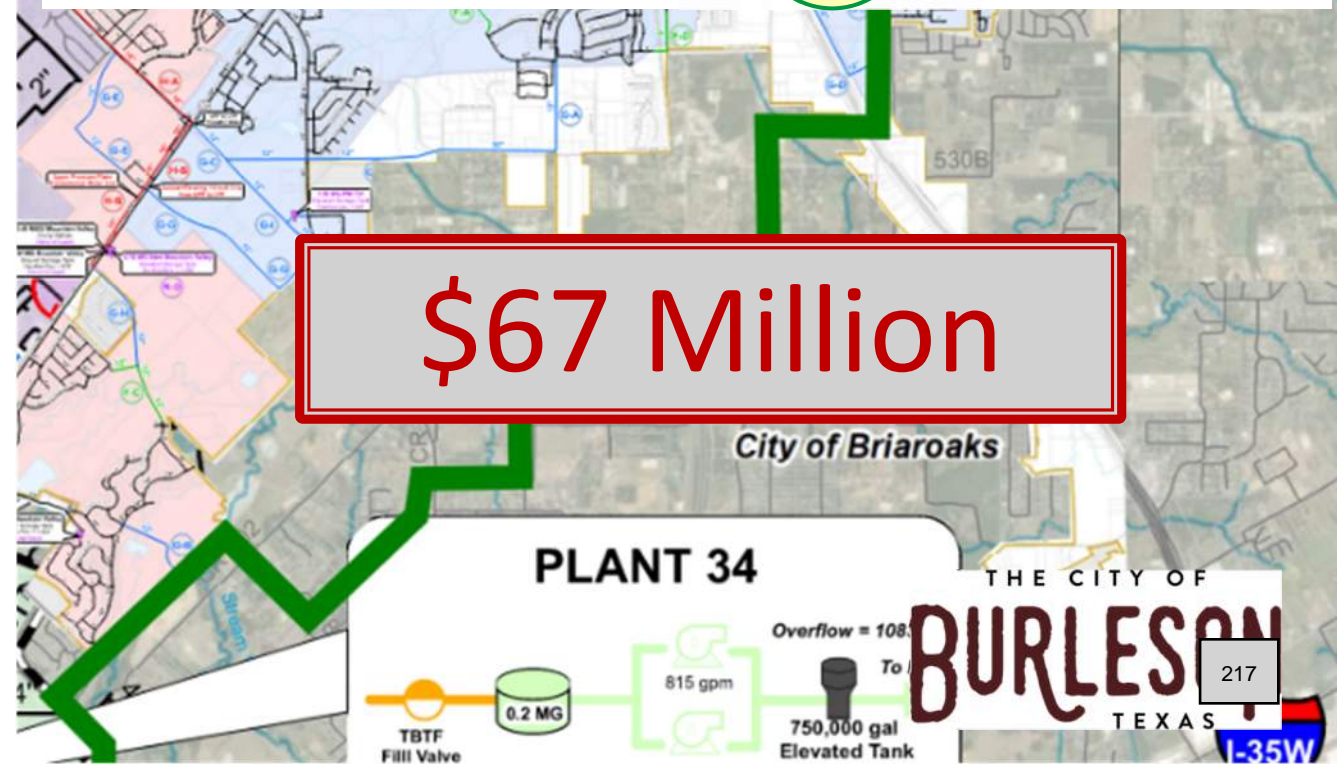


# Infrastructure & Development Committee Recommendation

- Abandon efforts related to groundwater (due to reliability) and raw water (cost prohibitive)
- Keep dialogue open with JCSUD anticipating capacity in the Arlington – JCSUD 42” Pipeline, but no commitment of funds at this time
- Assess impact of a \$67m supply project on our water rates for customers
- Further define our risk

	Conceptual Cost (Million \$)		
	Treated Water Supply	Raw Water Supply	Groundwater Supply
Participation in JCSUD Treated Water Supply System	\$53.2		
Supply Water Lines		\$52.8	
Raw Water Intake and Pump Station		\$20.0	
Water Treatment Plant(s)		\$60.0	\$63.0
Groundwater Wells (9 each)			\$27.0
Ground Storage and High Service Pump Station	\$8.0	\$8.0	\$18.0
Internal Water Transmission Mains	\$3.2	\$5.0	
Annual Water Cost (Treated, Raw or Ground)	\$2.6	\$1.5	\$0.2
Annual Operation and Maintenance Cost			
<b>Total:</b>	<b>\$66.9</b>	<b>\$147.3</b>	<b>\$108.2</b>

**\$67 Million**







## Assessment of Water Supply Strategies

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