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

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

1. **CALL TO ORDER**

Invocation - John Mark Tittsworth, Lead Pastor Alsbury Baptist Burleson.

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

-Recognizing Public Works staff. *(Staff Contact: Errick Thompson, Director of Public Works)*

-Recognizing Fire Department staff. *(Staff Contact: Casey Davis, Fire Chief)*

-Presentation of appreciation to City Councilmembers from Cana Church Women's Ministry.

C. Community Interest Items

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

-Expression of thanks, congratulations, or condolence;

-Information regarding holiday schedules;

-Honorary recognitions of city officials, employees, or other citizens;

-Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and

-Announcements involving imminent public health and safety threats to the city.

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

4. **CITIZENS APPEARANCES**

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

A speaker card must be filled out and turned 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 approval of the minutes from the January 21, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B. Consider and take possible action on a contract with DiVal Safety Equipment, Inc., for the purchase of self-contained breathing apparatuses (SCBA), Regulators, Mask, Cylinders, Rapid Intervention Packs, and applicable accessories through a cooperative purchasing agreement with The City of Frisco in the amount of \$195,000.00, distributed as \$65,000 annually with two optional one-year renewals. *(Staff Contact: Casey Davis Fire Chief)*
- C. Consider and take possible action on a minute order to formally reject bids for ITB 2025-004 for the purchase of chemicals for the Brick Indoor Pool, Outdoor Pool, and Splash Pad. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- D. Consider and take possible action on a resolution approving the termination of a chapter 380 and economic development and performance agreement for public and private improvements with the Tax Increment Financing Reinvestment Zone Number Two, the Burlson 4A Economic Development Corporation, and BTX Old Town, LLC (CSO#1625-12-2020) and authorizing the city manager to execute all documents necessary to terminate the agreement. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*
- E. Consider and take possible action on a Tax Abatement Agreement between the City of Burlson and Paris Baguette U.S.A., Inc., for a food manufacturing facility located in Highpoint Business Park in Tax Abatement Reinvestment Zone Number 010, City of Burlson. *(Staff Contact: Alex Philips, Director of Economic Development)*
- F. Consider and take possible action of a resolution authorizing a \$2,000 sponsorship expense for the Burlson Character Council Luncheon. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- G. Consider and take possible action on a resolution to ratify the appointment of chairperson and vice-chair person of the Animal Shelter Advisory Committee. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

6. 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**7. DEVELOPMENT APPLICATIONS**

A. 7430, 7350 and 7226 FM 1902 (Case 24-315): Hold a public hearing and take possible action on an ordinance for a zoning change request from "A", Agriculture to "PD" Planned Development for a proposed hybrid flex business park with commercial uses. (First and Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended disapproval 6 to 2*) *The applicant requested that this item be removed from consideration.*

B. 3301 N CR 810 (Case 24-329): Hold a public hearing and take possible action on an ordinance for a zoning change request from "A" Agricultural to "C" Commercial district for a proposed tractor trailer repair and tire service center. (First and Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended approval 8 to 0*)

C. Dairy Queen located at 1620 SW Wilshire Blvd (Case 24-365): Consider and take possible action on a resolution for variances to Chapter 63, Sign Regulations, relating to type of sign and the setback of the proposed sign, allowing for the installation of a pole sign instead of the allowed monument sign and for the sign to be approximately eight feet six inches (8'6") from the side property line instead of the required ten feet (10'). (*Staff Contact: Tony McIlwain, Development Services Director*) (No Planning and Zoning Commission action was required for this item.)

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction regarding proposed fees and service changes associated with the solid waste program. (*Staff Contact: Richard Abernethy, Administrative Services Director*)

B. Receive a report, hold a discussion, and provide direction regarding the Equipment Replacement Fund (ERF) Policy, which is designed to provide financial stability to the purchase of vehicles and equipment. (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

9. GENERAL

A. Consider and take possible action on a contract with Southern Emergency & Rescue Vehicle Sales for the purchase of two Horton 603 Type I Ambulances through a cooperative purchasing agreement with BuyBoard Vendor Contract #745-24, for a cost of \$832,659.93. (*Staff Contact: Casey Davis, Fire Chief*)

B. Consider and take possible action on a Cooperative Purchasing Agreement with Performance Truck, Inc., for the purchase of a combination vacuum truck through BuyBoard Cooperative in the amount of \$517,845.57. (*Staff Contact: Errick Thompson, Director of Public Works*)

- C. Consider and take possible action on a minute order to appoint various members to the City of Burleson Boards/Commissions/Committees to fill vacancies. (Staff Contact: Lisandra Leal, Assistant City Secretary)

10. **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.

11. **CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS**

12. **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.

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 an interlocal agreement with the Burleson Independent School District (CSO#5618-10-2024)

-Receive a report and hold a discussion regarding Article II "Flood Damage Prevention" of Chapter 42 "Floods" of the City of Burleson Code of Ordinances and an alleged violation located at 210 N Hurst in Burleson, Tarrant County, Texas

-Receive a report and hold a discussion regarding High Country, a subdivision in Burleson, Johnson County, Texas

-Receive a report and hold a discussion regarding City facilities and buildings and Bostock v. Clayton County and similar cases

Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code

-Certain parcel of real property being commonly known as 113 S Wilson St, 106 S Wilson St, 116 W Ellison St, and 114 W Ellison St in Burleson, Johnson County, Texas

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

-Project Oasis

13. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 29th of January 2025, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Monica Solko, Deputy City Secretary
MEETING: February 3, 2025

SUBJECT:

Consider approval of the minutes from the January 21, 2025 regular council meeting. (*Staff contact: Monica Solko, Deputy City Secretary*)

SUMMARY:

The City Council duly and legally met on January 21, 2025 for a regular 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
817-426-9682

**BURLESON CITY COUNCIL REGULAR MEETING
JANUARY 21, 2025
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson
Alexa Boedeker
Chris Fletcher

Dan McClendon
Adam Russell

Staff present

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

COUNCIL ABSENT:

Larry Scott

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:35 p.m.**

Invocation – Danny Andrews, Senior Adult Director at First Baptist Church Burleson

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

- None.

B. Presentations

- Adopt Shelter Pet (*Staff Contact: DeAnna Phillips, Director of Community Services*).
- Receive an update from the Burleson Character Council and notification of their upcoming annual luncheon. (*Presenter: David Brown, Director of Counseling Services of Burleson ISD.*)

C. Community Interest Items

- At the last meeting, the Council heard a report on the trash service. Many members of the community have responded to Council about our discussion and the direction Council has given staff on this matter. Council has personally responded to a number of citizens and have asked the City Manager to add an item to the February meeting to revisit the discussion on trash service.
- Council member Anderson, thanked Ryan and Carlos, Fire Department EMTs for their professionalism when attending his wife. Great job.
- Congratulations and welcome to the new police officers that were sworn into today
- Last week, six 911 operators were recognized by Public Safety with promotions.
- Johnson County is still requesting community input on the Johnson County Thoroughfare Plan. Please join them on January 27, 8:30 a.m.-10:30 a.m., at the Johnson County Courthouse, Cleburne, to give feedback on the final draft.
- Congratulations to the City of Granbury Council member Eddie Rodriguez for being elected as the new President for TML Region 8 meeting.
- Great turnout at the winter chamber luncheon.
- The 2nd annual Burlison 101 Civic Academy begins Thursday, January 23rd. This program is a behind-the-scenes look at how city government works. Please consider applying.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- 5C removed.

4. CITIZEN APPEARANCES

- Lonnie Freeman, 604 Daniel, came forward with the following concerns: trash service, human trafficking, fluoride in the water, and requested an ordinance limiting the use of restrooms and locker rooms to your biological sex.
- Philip Sanders, 900 Warbler Court, came forward with concerns regarding the trash service.
- David O'Connor, 761 Valley Ride Road, came forward with concerns regarding the trash service.

5. CONSENT AGENDA

A. Minutes from the January 6, 2025 regular council meeting. (Staff contact: *Monica Solko, Deputy City Secretary*)

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- B. CSO#5718-01-2025, minute order ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and American Builder's and Contractor's Supply Company, INC. to support industrial development in the City of Burleson, Texas. (Staff Contact: Alex Philips, Economic Development Director)**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- C. CSO#5719-01-2025, minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a Second Amendment to and Restatement of Performance Agreement between the Burleson 4A Economic Development Corporation and 2525 FTG – Tulsa, LLC. (4A020623FTG-Tulsa) for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas (Staff Contact: Alex Philips, Economic Development Director)**

Item 5C was removed from consent agenda for separate discussion.

- D. CSO#5720-01-2025, resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to improve SW Alsbury Blvd. and NW John Jones Drive intersection. (Project Number 197409) (Staff Contact: Eric Oscarson, Deputy City Manager)**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- E. CSO#5721-01-2025, three-year contract with SHI International Corp to renew our Artic Wolf, Security Operations Center as a Service (SOCaaS) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$360,986.66. (Staff Contact: James Grommersch, Chief Technology Office)**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- F. CSO#5722-01-2025, resolution approving the annual report for Old Town right-of-way use agreements and city-wide public parking and public sidewalk agreements. (Staff Contact: Tony McIlwain, Development Services Director)**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- G. CSO#5723-01-2025, three-year professional services agreement with Dennis Haslam Jr, MD to serve as the Chief Medical Director and Chief Medical Officer for the City of Burleson in the amount of \$180,000. (Staff Contact: Casey Davis, Fire Chief)**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

5. CONSENT AGENDA – ITEM REMOVED

- C. CSO#5719-01-2025, minute order ratifying the 4A Economic Development Corporation Board’s actions taken on the approval of a Second Amendment to and Restatement of Performance Agreement between the Burleson 4A Economic Development Corporation and 2525 FTG – Tulsa, LLC. (4A020623FTG-Tulsa) for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas (Staff Contact: Alex Philips, Economic Development Director)**

Drew Pennywell, Economic Development Deputy Director, presented a minute order to the city council.

Lonnie Freeman, 604 Daniel, came forward with concerns on the tax incentives being given to businesses to come to the Burleson.

Motion made by Alexa Boedeker and seconded by Dan McClendon to approve.

Motion passed 6-0, with Larry Scott absent.

6. DEVELOPMENT APPLICATIONS

- A. CSO#5724-01-2025, ordinance for a zoning change request from “A”, Agriculture to “PD” Planned Development for Wilshire Urban Village; a townhome and retail development located at 2152 SW Wilshire (Case 23-370). (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval 5 to 3) (This item was postponed from the meeting of December 9, 2024)**

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

Mayor Fletcher opened and continued the public hearing. **Time: 6:09 p.m.**

Larry Miller with Matrix Equities, the developer, Eric, an architect with the developer; Mike Luckovich, a landscape architect with the developer; Mac McWilliams, an engineer with the developer spoke about the development and answered questions from the city council.

Mayor Fletcher closed the public hearing. **Time: 6:58 p.m.**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve with the following stipulations: that the area marked as zone B will be limited to two stories, limited to a maximum of six continuous units, and limited to a height of 30 feet or less. Zone C will be limited to one-story, limited to a 20 foot maximum height, and no more than 60% of the units will be in contiguous units of six. The other 40% will be less than six. Further, on the entire development that dimensions of open areas, green space and other amenities be in substantial conformance with the planned development shown to the council. The revised planned development ordinance with the additional redlined language in O, Phasing under the development standards that was presented be included. Furthermore, that these stipulations will be drafted into and become part of the Planned Development Ordinance.

Motion passed 5-1, with Adam Russell voting against and Larry Scott absent.

7. **GENERAL**

- A. CSO#5725-01-2025, construction contract for RFCSP 2025-001 City Hall Renovation with Tegrity Contractors, Inc., in the amount of \$777,777 for the base bid and \$70,777 for the add alt for a total of \$848,554. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Eric Oscarson, Deputy City Manager, presented items 7A and 7B as on one presentation but voted on separately to the city council.

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

Motion passed 6-0, with Larry Scott absent.

- B. CSO#5726-01-2025, contract with Data Projections via TIPS for advanced technology integration, providing a flexible meeting and workroom space with streaming capabilities and annual support for \$131,953.32. (Staff Contact: James Grommersch, Chief Technology Officer)**

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

Motion passed 6-0, with Larry Scott absent.

8. **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.

- None.

9. **CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS**

- None.

10. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. 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**
- B. **Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- C. **Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
-Receive a report and hold a discussion regarding an informal security audit of certain city facilities
- D. **Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
-Project Oasis

Motion was made by Victoria Johnson and seconded by Adam Russell to convene into executive session. **Time: 7:46 p.m.**

Motion passed 6-0, with Larry Scott absent.

Motion was made by Adam Russell and seconded by Dan McClendon to reconvene into open session. **Time: 8:35 p.m.**

Motion passed 6-0, with Larry Scott absent.

11. ADJOURNMENT

Motion made by Dan McClendon and seconded by Adam Russell to adjourn.

Mayor Chris Fletcher adjourned the meeting.

Time: 8:35 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Fire/EMS
FROM: Casey Davis, Fire Chief
MEETING: February 3, 2025

SUBJECT:

Consider and take possible action on a contract with DiVal Safety Equipment, Inc., for the purchase of self-contained breathing apparatuses (SCBA), Regulators, Mask, Cylinders, Rapid Intervention Packs, and applicable accessories through a cooperative purchasing agreement with The City of Frisco in the amount of \$195,000.00, distributed as \$65,000 annually with two optional one-year renewals. (*Staff Contact: Casey Davis Fire Chief*)

SUMMARY:

The Burleson Fire Department is seeking approval for a three-year contract with DiVal Safety Equipment, Inc. for the procurement of self-contained breathing apparatuses (SCBA), regulators, masks, cylinders, rapid intervention packs (RIT), and related accessories. Leveraging a cooperative purchasing agreement with the City of Frisco, the contract ensures cost efficiency, streamlines procurement processes, and enhances operational readiness and firefighter safety.

This agreement supports compliance with NFPA Standards 1982, 1981, 1500, and Texas Commission on Fire Protection requirements by aligning with the Department's proactive SCBA rotation and replacement schedule. It guarantees a steady supply of essential SCBA equipment for incidents such as structure fires, hazardous material responses, vehicle fires, and confined space rescues. The contract also provides a reserve supply to maintain uninterrupted operations during repairs and meet training needs.

By finalizing the transition to advanced Bluetooth-enabled SCBA masks, the contract further enhances firefighter safety and efficiency. It aligns with the Department's long-term planning goals, minimizing costs, reducing administrative burdens, and ensuring compliance with the Texas Administrative Code's "two-in, two-out" rule for Rapid Intervention Crew operations. Overall, this agreement strengthens the Department's operational stability, safety measures, and resource management.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: Expenditure
Account Number(s): 1012201-70025
Fund: General Fund
Account Description: Furniture & Equipment

STAFF CONTACT:

Casey Davis
Fire Chief
cdavis@burlesontx.com
817-426-9176



SCBA self-contained breathing apparatuses Purchase

CITY COUNCIL PRESENTATION
FEBRUARY 3RD, 2025

Plan overview

Objective: Secure a three-year contract with DiVal Safety Equipment, Inc. to ensure consistent procurement of Self-Contained Breathing Apparatus (SCBA) equipment.

Purpose: Provides continuous compliance with NFPA standards and operational readiness by maintaining a proactive and sustainable replacement program for SCBA equipment and finalize implementation of new Bluetooth SCBA masks.

Scope: The contract will cover the annual acquisition of SCBA packs, cylinders, masks, and associated equipment, aligning with our established replacement schedule.



Contract reasoning

Cost Efficiency: Leveraging Dival's contract with the City of Frisco provides a 30% discount off the list price, resulting in substantial cost savings.

Administrative Efficiency: Streamlines procurement processes by minimizing time and resource expenditure on administrative tasks across departments. This approach reduces administrative efforts compared to annual contracts by enabling bulk purchasing and lowering overall administrative costs.

Operational Stability: Ensures a steady supply of essential equipment, maintaining operational readiness and compliance with NFPA standards.

Enhanced Planning: Facilitates better long-term planning and budgeting for equipment procurement.

Daily Operational Usage

SCBA and IDLH Requirements: Fires classified as immediately dangerous to life and health (IDLH), including structure fires, vehicle fires, dumpster fires, electrical fires, hazardous material incidents, and confined space rescues mandate the use of self-contained breathing apparatus (SCBA) to ensure firefighter safety.

Cylinders and Backup Readiness: Each SCBA pack is equipped with a cylinder, with additional backup cylinders distributed across apparatus to ensure sufficient air supply for extended incidents and maintain operational safety.

Masks and Upgrades: We are currently transitioning from older technology masks to newer, advanced models. Each member is issued an individual SCBA mask, and this implementation will complete the upgrade process.

Rapid Intervention SCBA: These units are specifically designed for Rapid Intervention Crew (RIC) operations, ensuring compliance with TAC and TCFP's "two-in, two-out" rule and providing critical support at all structure fires to enhance firefighter safety.

Self-contained
breathing apparatuses (SCBA)

SCBA Rit Paks

Regulators

SCBA Mask

Cylinder

3M™ Scott™ Air-Pak™ X3 Pro SCBA

Forged for the Fight.



3M™ Scott™ RIT-Pak III Emergency Air Supply System

**Field designed
and tested.**



Council Action Requested



Staff recommends approval of contract with DiVal Safety Equipment, Inc., Inc. for the purchase of self-contained breathing apparatuses (SCBA), Regulators, Mask, Cylinders, Rapid Intervention Packs, and applicable accessories through a cooperative purchasing agreement with The City of Frisco in the amount of \$195,000.00, distributed as \$65,000 annually with two optional one-year renewals.



Questions Comments



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between DIVAL SAFETY EQUIPMENT, INC. ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the CITY OF FRISCO, TEXAS Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No. 2401-059**, as amended, (the "Agreement") with an expiration date of 06/05/2025.

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

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

Authorized Customer is eligible and desires to purchase

SELF CONTAINED BREATHING APPARATUS AND RELATED PRODUCTS ON AN AS-NEEDED BASIS PER 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 ONE HUNDRED NINETY-FIVE THOUSAND, AND NO/100 DOLLARS (\$195,000.00) ("Purchase Price").

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

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

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on 02/02/2026. This Customer Agreement may be renewed for two one- year renewals. This 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.

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 3RD day of FEBRUARY 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR: DIVAL SAFETY EQUIPMENT, INC.

Signed by: Carol Deming
By: _____
07A0B174F7F0495...

Name: Carol Deming

Title: Sales professional

Date: 1/13/2025

ATTACHMENTA



252 East State Hwy. 276
West Tawakoni, Tx. 75474

Prep: Carol Deming

E-mail: cdeming@divalsafety.com

Date: 11/19/2024

Inquiry :

CUSTOMER

Burleson FD

Contact:

Email: Frisco Contract 2401-059



Terms:

Qty.	Item number	Description	Current List	Current Frisco ILA Price 30.51% off list
4	X8814026305304	3mscott X3 Pro 4.5 psi, standard belt and harness, QD Rectus C5 Regulator, Pak Tracker, UEBSS, No SEMS II,	\$11,125.59	\$7,731.17
8	804722-01	CGA 4.5 Carbon 45 min Cyl.	\$1,940.33	\$1,348.34
17	FP1MK0102M10010	Vision C5 RDI BCH 4 Point Moto Mask	\$2,169.40	\$1,507.52
		Fit testing is required before C5 Mask purchase		
1	200954-32	Rit Pak III Rectus, 4.5 with C5 Mask	\$3,930.50	\$2,731.30
1	804723-01	CGA 4.5 Carbon 60 min Cyl. for Rit Pak III	\$2,160.86	\$1,501.58
1	201564-31	Rit Pak Fast Attack 4.5 with C5 Mask	\$3,930.50	\$2,731.30
1	200870-01	CGA 4.5 Carbon 30 min Cyl. for Rit Pak FA	\$1,813.49	\$1,260.19



CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972 292 5000
WWW.FRISCOTEXAS.GOV

April 5, 2024

DiVal Safety Equipment / Hoyt Division
252 E Hwy. 276
West Tawaknoi, TX 75474
Carol Deming
(800) 447-3385
cdeming@divalsafety.com

Best Value Bid #2401-059

Self-Contained Breathing Apparatus

The City of Frisco has awarded the above-mentioned Best Value Bid to your agency. This is an annual contract, good for one (1) year from 06/06/2024 to 06/05/2025 with four (4) optional annual renewals. Please acknowledge receipt of this letter by signing and emailing it to Kelsey Luce at kluce@friscotexas.gov.

Carol Deming

Name

5-10-24

Date

Carol Deming

Signature

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292 5541.

Sincerely,

Kelsey Luce
Buyer

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: February 3, 2025

SUBJECT:

Consider and take possible action on a minute order to formally reject bids for ITB 2025-004 for the purchase of chemicals for the Brick Indoor Pool, Outdoor Pool, and Splash Pad. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

The formal bid received from ITB 2025-004 for the purchase of chemicals for the Brick Indoor Pool, Outdoor Pool, and Splash Pad exceeded the budget of \$48,500.00.

Leslie's Pool Mart, Inc. - Bid \$68,862

Staff believes it is in the City's best interest to reject the formal bid received for this purchase as the only bid significantly exceeds the original budget. Staff will re-bid this contract, the bidding process will open on February 4, 2025.

RECOMMENDATION:

Staff recommends approval of a minute order to formally reject bids for ITB 2025-004 for the purchase of chemicals for the Brick Indoor Pool, Outdoor Pool, and Splash Pad.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Jen Basham, CPRE
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201



POOL CHEMICAL BID REJECTION

CITY COUNCIL FEBRUARY 3, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS & RECREATION



BACKGROUND

The chemicals needed to operate the Indoor Pool, Outdoor Pool, and Splash Pad are listed below.

- Sodium Bisulfate
- Chlorine Tabs
- Calcium Hypochlorite
- Acid Rite
- Sodium Bicarbonate
- Sodium Thiosulfate

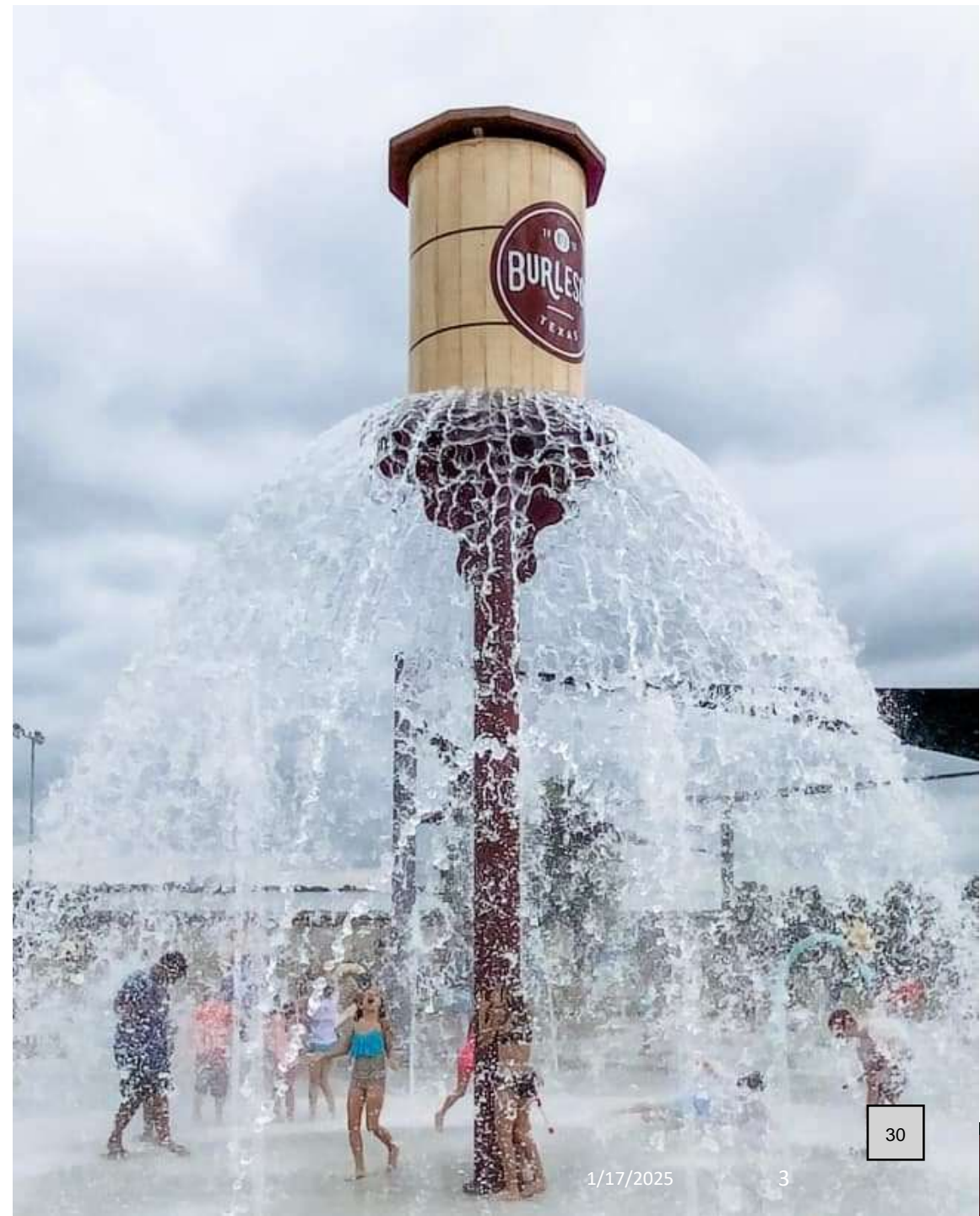
Chemical Budget: \$48,500

BID TABULATION

- This bid opened on November 17, 2024
- One bid was received:
 - Leslie's Pool Mart, Inc. - \$68,862

Staff believes it is in the city's best interest to reject the formal bid received for this purchase as the only bid significantly exceeds the original budget.

If approved, we will re-bid this contract as a multiyear agreement.





APPROVE THE POOL CHEMICAL BID
REJECTION AS PRESENTED

DENY THE POOL CHEMICAL BID
REJECTION

DIRECTION

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: February 3, 2025

SUBJECT:

Consider and take possible action on a resolution approving the termination of a chapter 380 and economic development and performance agreement for public and private improvements with the Tax Increment Financing Reinvestment Zone Number Two, the Burleson 4A Economic Development Corporation, and BTX Old Town, LLC (CSO#1625-12-2020) and authorizing the city manager to execute all documents necessary to terminate the agreement. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)

SUMMARY:

On December 14, 2020, the City entered into a chapter 380 and economic development and performance agreement for public and private improvements with the Tax Increment Financing Reinvestment Zone Number Two, the Burleson 4A Economic Development Corporation, and BTX Old Town, LLC. Pursuant to that agreement, BTX Old Town, LLC, constructed 7 new buildings on W Ellison St, including 12,000 square feet of new City office space. Additionally, pursuant to the agreement, the City is currently in the process of constructing 131 new parking spaces and walkability improvements on Ellison St. The agreement calls for BTX Old Town, LLC, to demolish the building located at 114 W Ellison St and construct a new building, and for the City to deed the property to BTX Old Town, LLC; however, the agreement also contains a provision that BTX Old Town, LLC, or the City may terminate the agreement if the two parties cannot establish a mutually-agreeable mitigation plan for that real property. In August of 2024, BTX Old Town, LLC, sent the City written notice requesting termination of the agreement due to the cost of environmental mitigation for the real property located at 114 W Ellison St. The City and BTX Old Town, LLC, cannot establish a mutually-agreeable mitigation plan for the real property. Therefore, City staff requests that the City Council approve a resolution approving the termination of the agreement and authorizing the city manager to execute all documents necessary to terminate the agreement.

RECOMMENDATION:

Approve the resolution

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

On December 14, 2020, the City entered into a chapter 380 and economic development and performance agreement for public and private improvements with the Tax Increment Financing Reinvestment Zone Number Two, the Burleson 4A Economic Development Corporation, and BTX Old Town, LLC.

REFERENCE:

CSO#1625-12-2020

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Resolution for BTX Old Town 380

Presented to the City Council on
February 3, 2024

BTX Old Town 380



- Approved by Council on December 14, 2020
- Included construction of 7 new buildings (Complete)
- Included 12,000 SF of new city office space (Complete)
- Addition of 131 new parking spaces (Under Construction)
- Improved walkability on Ellison Street (Under Construction)
- Demolition of 114 W. Ellison (Not Completed)

3, 4, and 5



Buildings 3, 4, and 5 to be constructed at a minimum of 20,000 SF. Buildings 3 and 4 to be owned by the City. Building 5 to be retained by the developer. If completed it will be marketed as retail for a period of 12 months. If it is not leased after that time, the city will allow for office use.

Building 6 & 7



- Buildings 6 and 7 to be constructed
- Building 6 to be Heim BBQ
- Building 7 to be a restaurant and an office user to be determined



BTX Old Town 380

- Agreement included \$100,000 for the abatement, demolition, and site clean-up for 114 W. Ellison Street and transfer of ownership from the City to the developer.
- Developer proposed an amendment to include \$200,000 for the abatement, demolition, and site clean-up for 114 W. Ellison Street.
- Staff does not recommend the additional funding.

BTX Old Town 380



- Per the agreement, the City received a notice for additional expenses and BTX and the City were unable to come to an agreement
- The resolution approves the termination and authorizes the city manager to execute documents necessary to terminate the agreement.



Recommendation

STAFF RECOMMENDS APPROVAL OF THE RESOLUTION

Questions

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING THE TERMINATION OF A CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS AGREEMENT BETWEEN THE CITY OF BURLESON, THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, AND BTX OLD TOWN, LLC (CSO#1625-12-2020) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO TERMINATE THE AGREEMENT.

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 entered into a chapter 380 and economic development and performance agreement for public and private improvements with the Tax Increment Financing Reinvestment Zone Number Two, the Burleson 4A Economic Development Corporation, and BTX Old Town, LLC on or about December 14, 2020 (CSO#1625-12-2020) (hereinafter “Agreement”); and

WHEREAS, on or about August 22, 2024, BTX Old Town, LLC, sent the City written notice requesting termination of the Agreement pursuant to section 9.01(b) due to the cost of environmental mitigation for the real property located at 114 W Ellison St in Burleson, Johnson County, Texas; and

WHEREAS, the City and BTX Old Town, LLC, cannot establish a mutually-agreeable mitigation plan for the real property located at 114 W Ellison St in Burleson, Johnson County, Texas; and

WHEREAS, the City Council, after reviewing the matter, desires that the City terminate the Agreement pursuant to section 9.01(b); and

WHEREAS, the City Council desires to authorize the City Manager to execute on behalf of the City documents necessary for the termination of the Agreement pursuant to section 9.01(b) of the Agreement.

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

Section 1.

The City Manager, Tommy Ludwig, is authorized to execute on behalf of the City documents necessary for the termination of the Agreement pursuant to section 9.01(b) of the Agreement.

Section 2.

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

Section 3.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE
AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS IN TAX INCREMENT
FINANCING REINVESTMENT ZONE NUMBER TWO BETWEEN THE CITY OF
BURLESON, THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,
THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO AND
BTX OLD TOWN, LLC**

This Chapter 380 Economic Development and Performance Agreement (the "Agreement") is entered into as of 12/14/20 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Board of Directors of Tax Increment Financing Reinvestment Zone Number Two, ("District") acting by and through its Board President, and the Burleson 4A Economic Development Corporation ("BEDC") acting by and through its Board President, and BTX Old Town, LLC, ("BTX") a Texas limited liability corporation, by and through its authorized managers.

WITNESSETH:

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, BTX desires to participate in the Program by entering into this Agreement; and

WHEREAS, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that BTX's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Texas Tax Code, Chapter 311 ("Chapter 311"), on December 15, 2005, the Burleson City Council approved Ordinance No. C-592, creating, establishing and designating "Tax Increment Financing Reinvestment Zone Number Two, City of Burleson"; and

WHEREAS, Chapter 311 authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plan of the

reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

WHEREAS, on September 22, 2005, after approval of the Board, the Burleson City Council approved the Tax Increment Reinvestment Zone Financing and Project Plan (herein so called), and the Financing Plan (herein so called); and

WHEREAS, the Build-Ready Improvements constructed within the District boundaries, as set forth in this Agreement, are consistent with encouraging development of the District in accordance with the purposes for its creation and are in compliance with the ordinance creating the District adopted by the City and all applicable laws; and

WHEREAS, the BEDC has determined and found that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

WHEREAS, the City has established a regional landmark and economic center with the construction of a public space known as the Mayor Vera Calvin Plaza (the "Plaza"); and

WHEREAS, the City desires to encourage and incentivize high quality development around the Plaza with Old Town Burleson architecture (as defined in the City's Zoning Ordinance) and ties to existing walkability comprised of retail, restaurants and some commercial; and

WHEREAS, BTX seeks to develop mixed-use facilities on certain parcels near the Plaza in the Original Town of Burleson subdivision addressed as 135 West Ellison Street, 140 West Bufford Street and 114 West Ellison Street (the "Property"), currently owned by the City shown herein as **Exhibit A**; and

WHEREAS, on June 3, 2019, the Burleson City Council authorized City staff to issue a Request for Proposals for the redevelopment of the Property; and

WHEREAS, on January 6, 2020, the Burleson City Council reviewed the results of RFP 012-2019 and accepted proposals from affiliated entities of BTX and authorized City staff to begin negotiations for the redevelopment of the Property; and

WHEREAS, the City has found the Development will contribute to an increase in economic development in the City; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission; and

WHEREAS, the Burleson City Council finds and determines that BTX's performance of its obligations herein will revitalize Old Town Burleson and promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
AUTHORIZATION

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code, Chapter 2267 of the Texas Government Code, Chapters 501 and 504 of the Texas Local Government Code, and Chapter 311 of the Texas Tax Code.

ARTICLE 2.
DEFINITIONS

- 2.01 The terms "Agreement," "Effective Date," "Property," "City," "BEDC," "District," "BTX," "Act," "Plaza," and "Program," shall have the meanings provided, above.
- 2.02 "Build-Ready Improvements" means certain onsite and offsite infrastructure and utility installation necessary to develop phases subsequent to Phase One as described on **Exhibit B**.
- 2.03 "Buildings 1, 2, 3, 4, 5, 6, and 7" mean those buildings to be located on 135 West Ellison and designated as such on **Exhibit B**.
- 2.04 "Buildings 3, 4, and 5 Remainder" means approximately 7,000 square feet of new construction in Buildings 3, 4, and 5 of Phase One to be retained by BTX for future tenants, in accordance with this Agreement.
- 2.05 "Capital Investment" means and shall include all costs incurred relating to the Development, whether incurred by BTX or another party, including the purchase price of the Property and actual construction costs including costs of all site preparation, buildings, structures, infrastructure, utilities, landscaping and other onsite and offsite improvements, including all labor and materials, tenant finish out costs, architect fees, and engineering fees but shall not include financing costs for the Capital Investments, insurance costs, marketing costs, or costs reimbursed to BTX by the City in the form of Incentives.
- 2.06 "City-Owned Offices" means approximately 12,000 square feet of new construction in Buildings 3, 4, and 5 of Phase One to be owned by the City for its use as office facilities. The City-Owned Offices will occupy the upper floors on Buildings 3, 4, and 5 and the lower floor of Building 4.

- 2.07 “Concept Plan” means the plan depicted on **Exhibit B**.
- 2.08 “Construction Contract” means the agreed terms in a design-build contract by which City-Owned Offices will be built by BTX and delivered to the City as mutually agreed upon by the parties.
- 2.09 “Development” means the construction of a mixed-use building(s) on the Property to contain restaurant, office and retail locations and the construction of the Parking Lot and related onsite and offsite public infrastructure to be constructed in phases in general conformance with the Concept Plan.
- 2.10 “Heim” means a sit down and take out restaurant substantially similar to Heim Barbecue located at 1109 W. Magnolia Avenue, Fort Worth, Texas.
- 2.11 “Incentives” mean the combined contributions, monetary or otherwise, of the District, the City and the BEDC towards completion of the Development, as required by this Agreement.
- 2.12 “Parking Lot” means the parking lot to be located at 140 W. Bufford Street.
- 2.13 “Phase One” means the construction of Buildings 3, 4, 5, 6, and 7 on **Exhibit B**, subject to Article 10.
- 2.14 “Public Parking Lot Connection” means the internal walkway, the public alley and 140 W. Bufford lot leading to the southeast corner lot at Bufford and Warren.
- 2.15 “Subsequent Phases” means Building 1, Building 2, and the building located at 114 West Ellison, subject to Article 10.
- 2.16 “Substantially Complete” with regard to any building, means the building is ready for finish out and eligible for a certificate of occupancy, and with regard to any Phase, when all buildings are Substantially Complete.

ARTICLE 3.
TERM

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date of the first Certificate of Occupancy for Phase One.

ARTICLE 4.
IN GENERAL

- 4.01 The Development. It is the parties’ intent to cooperate in the creation of a high end mixed-use development comprised of desirable restaurants, retail and commercial to enhance and compliment the Plaza and the City’s Old Town District substantially in conformance with the Concept Plan set forth in **Exhibit B**. BTX will be primarily responsible to construct the Development in phases with City approval, and the

City will provide the Incentives set forth in this Agreement provided BTX is in compliance with its duties and obligations set forth herein.

4.02 City Participation. The City's obligations under this Agreement shall not exceed Six Million Five Hundred Thirty-Seven Thousand Dollars (\$6,537,000.00) for all obligations set forth herein, including all Incentives, construction obligations and values of properties conveyed to BTX, in excess of the price paid by BTX for the conveyance. City Participation includes funds contributed by the District and the BEDC. The District authorizes the expenditure of up to Three Million One Hundred Ninety-Six Thousand Five Hundred Dollars (\$3,196,500.00). The BEDC authorizes the expenditure of up to Two Million Forty-Five Thousand Seven Hundred and Sixty Dollars (\$2,045,760.00) The BEDC and the District authorize the City Manager to allocate such funds as permitted by law, and as necessary to meet the City obligations set forth in this Agreement.

4.03 The following uses will not be permitted in the Development and BTX shall be obligated, during the Term of this Agreement, to ensure that any lease or transfer of title prohibits such uses to the extent permitted by law:

- (A) Cabinet and upholstery shop;
- (B) Convent or monastery;
- (C) Convenience store with automotive fuel sales;
- (D) Fire or police station;
- (E) Mortuary or funeral home;
- (F) Plumbing shop (no outside storage);
- (G) Railroad passenger terminal;
- (H) Religious institution;
- (I) Swimming pool, commercial; and
- (J) Taxidermy.

ARTICLE 5. **COVENANTS OF BTX**

In consideration of City agreeing to make certain covenants to BTX in accordance with the terms, provisions and conditions of this Agreement, BTX agrees to the following, which are not obligations of BTX, but are duties that must be fulfilled in order to receive the Incentives.

5.01 In General.

- (A) BTX shall originate and submit to the City for consideration documents necessary to plat the Property, including but not limited to plats and the Concept Plan for all phases.
- (B) BTX shall prepare all Concept Plans and building design in general conformance with **Exhibit B**, subject to final approval by the City Council.

- (C) BTX shall complete construction of the Development prior to the end of the Term with an approximate Capital Investment of no less than Eleven Million Five Hundred Thousand Dollars (\$11,500,000) allocated as follows:
 - (i) Eight Million Nine Hundred Thousand Dollars (\$8,900,000.00) for the construction of Buildings 1, 2, 3, 4, 5, 6, and 7, located at 135 W. Ellison;
 - (ii) Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the development of 114 W. Ellison; and
 - (iii) One Hundred Thousand Dollars (\$100,000.00) for the construction of the Parking Lot.

In this Section 5.01 with regard to dollar amounts, “approximate” shall mean within ten percent (10%) of the dollar amount identified.

5.02 Phase One.

- (A) Construction of Phase One shall commence no later than eighteen (18) months after the Effective Date and be completed no later than eighteen (18) months after the issuance of the first building permit for Phase One.
- (B) Buildings 3, 4, and 5 shall be comprised of the City-Owned Offices and the Buildings 3, 4, and 5 Remainder for a total square footage of approximately 19,000 and a Capital Investment by BTX in an approximate amount no less than One Million Two Hundred Twenty Five Thousand Dollars (\$1,225,000.00).
- (C) Buildings 6 and 7 shall be comprised of Heim in Building 6 constructed in conformance with Subsection (K) below, and the lower floor of Building 7 to be marketed for acceptable retail or restaurant space, and shall contain a total of approximately 19,780 square feet (5,290 of which is the partially finished rooftop of Building 6), with a Capital Investment of no less than an approximate amount no less than Three Million Dollars (\$3,000,000.00).
- (D) In the construction of Phase One, BTX shall:
 - (i) Submit to the City for approval building construction plans for Phase One buildings within twelve (12) months of the Effective Date.
 - (ii) Cause the underground burial of existing overhead power lines at the Property no later than twenty-four (24) months from the Effective Date.
 - (iii) Establish within twelve (12) months of the Effective Date a property owners association for all buildings located or to be located at 135 West Ellison Street, and submit any bylaws to the City for approval.

- (E) BTX shall cause the removal of the existing building at 114 W. Ellison on the Property through any necessary abatement, demolition and site clean-up.
- (F) BTX shall design and construct the entire Public Parking Lot Connection and retain ownership and maintenance responsibility for the portions that exist on 135 W. Ellison and 140 W. Bufford. City will bear the cost and maintenance responsibility for the portions of the Public Parking Lot Connection that exist in the public rights-of-way.
- (G) The City-Owned Offices shall be delivered as turn-key ready, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware and fixtures, excluding FF&E and IT.
- (H) BTX shall make a good faith effort to market the Buildings 3, 4, and 5 Remainder and the first floor of Building 7 to attract retail or restaurant tenants for a period of twelve (12) months from the date the building shell is completed and ready for tenant improvements ("Restriction Period"). After expiration of the Restriction Period, office uses are allowed, but will not be eligible for tenant incentives.
- (I) BTX shall deed to the City fee simple title of approximately 12,000 square feet of City-Owned Offices upon substantial completion of the City's portion of Phase One.
- (J) BTX will own and operate the Parking Lot in a manner that does not unreasonably target violators of any parking rules or restrictions.
- (K) BTX shall convey Building 6 to Heim or a substantially related holding entity, for the same sum it paid to the City to purchase the Building 6 site, and provide the City with all conveyance documents within sixty (60) days of closing with Heim.

In this Section 5.02 with regard to dollar amounts, "approximate" shall mean within ten percent (10%) of the dollar amount identified.

5.03 Sale of City Property.

- (A) Phase One. Upon approval of the Construction Contract, the City shall by special warranty deed convey fee simple title of the property required for Phase One and the Parking Lot, and the conveyance will contain a duty and time frame for BTX to complete the Phase One Improvements and Parking Lot improvements, and contain a right for the City to repurchase if Improvements are not commenced within the time frame, or similar provision to ensure compliance.
- (B) Subsequent Phases. Following the commencement of Phase One construction, BTX is entitled to purchase, and City shall convey fee title

ownership of, the remainder of the property in phases, by special warranty deed, conditioned upon the following:

- (i) Submittal of a development plan and schedule that is both substantially similar to the Concept Plan shown herein as **Exhibit B** and in accordance with this Agreement.
- (ii) Reimburse the City for the pro-rata share of the Build-Ready Improvements for that correspond with each subsequent phase.
- (iii) Compliance with the obligations under this Agreement.
- (iv) Submittal of conveyance documents containing a duty and time frame for BTX to complete construction of approved Development components on the conveyed property with a right of revocation, deed restrictions, or right of City to repurchase to ensure compliance. No subsequent phase shall be burdened with a right of revocation, deed restrictions, or right of City to repurchase that is significantly different in terms than Phase One.

5.04 City Manager Authorization. The City Council authorizes the City Manager or its designee to sign the associated documents required to complete the transactions with BTX for the Property subject to the requirements of this Agreement.

5.05 Subsequent Phases.

- (A) The buildings comprising Subsequent Phases do not need to be constructed simultaneously. Construction of the first Subsequent Phase after Phase One of the Development must commence within eighteen (18) months after the last available Certificate of Occupancy is issued on Phase One, but in no event later than twenty-four (24) months after Phase One is Substantially Complete. The next Subsequent Phase of the Development must begin within one (1) year after last available Certificate of Occupancy has been issued in the previous phase. A cumulative grace period of thirty-six (36) months will be allowed and exercised at the discretion of BTX between phases. BTX will make a good faith effort to promote and lease all available space. In any event, construction of all Phases must be completed no later than the expiration of this Agreement.
- (B) BTX shall submit to the City its intent to design, develop and construct additional phases of the Development by submitting in writing to the City Manager, at a minimum, the following: (i) the buildings to be constructed, as labeled by the concept plan, (ii) the anticipated timeline for acquisition and construction, (iii) the anticipated tenants, if applicable, when it can be legally disclosed, and (iv) a formal request to initiate transfer of real property.

- (C) If the City approves the submittal, City shall provide a written reply to BTX which shall include the following: (i) authorization to proceed with development applications on its behalf, (ii) authorization to commence any negotiations for utilization of the real property including the acceptance of letters-of-intent or the establishment of real estate contracts, and (iii) the anticipated timeline of City approvals for any actions that may be required for the next phase of Development. The City shall approve the submittal if BTX is in compliance with this Agreement. If BTX is not in compliance with this Agreement, the City shall give BTX notice detailing the non-compliance.

5.06 Capital Investment Requirement. The parties to this Agreement recognize that the square footages contained in the Concept Plan have not been fully engineered for specific utility and/or service requirements of the sites and/or users. As such, square footages are likely to change from the Concept Plan to the final architectural plans for each building. Accordingly, BTX's minimum Capital Investment requirements contained in this Agreement will be adjusted proportionately based on the actual square footage of the final architectural plans for each building when compared to the response to RFP 2019-012: 135 West Ellison (Bransom/Aiken) and the response to RFP 2019-012: 114 West Ellison (Aiken/Wimberly), both of which are attached as part of the Concept Plan.

ARTICLE 6. COVENANTS OF CITY

- 6.01 Subject to BTX complying with its duties and obligations under this Agreement, the City agrees to the following for all phases of the Development:
- (A) Work with BTX to secure preliminary platting, final platting and the Concept Plan for all phases of the Development.
 - (B) Reimburse BTX for the actual cost of the Build-Ready Improvements, not to exceed One Hundred Thousand Dollars (\$100,000.00) upon substantial completion and submission of proof of construction costs acceptable to the City.
 - (C) Participation in the construction cost of Buildings 3, 4, and 5 in accordance with the Construction Contract.
 - (D) Reimburse BTX for the cost to bury power lines at the Property not to exceed Three Hundred Thousand Dollars (\$300,000.00) upon submittal of proof of the Capital Investment reasonably satisfactory to the City.
 - (E) Contribute up to Sixty Thousand Dollars (\$60,000.00) for the construction of the Public Parking Lot Connection.

- (F) Cause an environmental study known as a Phase 1 to be conducted for the Property at City's own expense and share the report with BTX. Should environmental remediation be required, the parties may negotiate allocation of the cost or seek termination of the Agreement by the remedies provided herein.
- (G) Upon request by BTX, reimburse BTX for the actual cost of removal of the existing building at 114 W. Ellison on the Property including costs of abatement, demolition and site clean-up at a not-to-exceed price of \$100,000, upon proof of costs reasonably satisfactory to the City.
- (H) Waive building permit fees associated with the Development for all occupants which will include water tap, inspection, and any other associated costs, excluding impact fees for water and sewer. The Development is recognized as exempt from roadway impact fees.
- (I) Review and approve pedestrian improvements for the Public Parking Lot Connection.
- (J) Program the Plaza with activities that bring traffic and events to the Property, particularly during off-peak times.
- (K) Conduct and deliver a parking study to evaluate long-term needs and affirm the City's commitment to adding new spaces to support growing demand.
- (L) Demolish the structure located at 225 West Renfro Street and pave for parking within twelve months of the issuance of a certificate of occupancy for City-Owned Offices.
- (M) Recognize and abide by the covenants of the property owners association established for all buildings on the Property, as reasonably approved by the City.
- (N) Make available tenant incentives according to the recommended packages for restaurant or retail tenants for the Development as mutually agreed upon by the parties.
- (O) Except as specifically set forth herein, the City does not waive any permit requirement or compliance with City ordinances.

6.02 Subject to BTX complying with its duties and obligations under this Agreement, the City agrees to the following for Buildings 3, 4 and 5 of Phase One:

- (A) Authorize City Manager to approve and sign the Construction Contract to cause the design and construction of the City-Owned Offices. BTX will concurrently design and construct the Buildings 3, 4, and 5 Remainder.

- (B) Work with BTX to design and plan Buildings 3, 4, and 5 constructed contiguous to each other in the center of 135 W. Ellison at an approximate total of 19,000 square feet to be comprised of City-Owned Offices at approximately 12,000 square feet and BTX to own the Buildings 3, 4, and 5 Remainder.

ARTICLE 7.

REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, BTX voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, BTX voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) BTX's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind BTX and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.

AUTHORITY; COMPLIANCE WITH LAW

8.01 BTX hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by BTX and this Agreement constitutes the legal, valid and binding obligation of BTX, and is enforceable in accordance with its terms and provisions.

- 8.02 Notwithstanding any other provision of this Agreement, BTX shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, BTX agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), BTX shall repay the amount of the Incentives received by BTX as of the date of such violation within 120 business days after the date BTX is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to BTX's violation of this Article.

ARTICLE 9.
DEFAULT AND REMEDIES

9.01 Default by BTX or City.

- (A) In the event: (i) BTX fails to fulfill its obligations under Article 5 of this Agreement; (ii) BTX has delinquent ad valorem or sales taxes owed to the City provided that BTX retains the right to timely and properly protest and/or contest any such taxes; or (iii) BTX materially breaches any of the material terms and conditions of this Agreement, then BTX after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give BTX written notice of such breach and/or default, and if BTX has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to BTX, and the City shall have no further obligation to BTX.
- (B) In the event (i) City identifies environmental challenges per the study conducted under Article 6.01(D), and (ii) City and BTX cannot reach an agreement on mitigation within a reasonable time, then BTX shall give City a written notice of its desire to terminate the Agreement, and if City does not establish a mutually-agreeable mitigation plan within 90 days after receipt of such notice, BTX or the City may terminate this Agreement by written notice to the other party and neither party shall have any further obligations under the Agreement.
- (C) In the event (i) City has transferred deed for a portion of the Property to BTX, and (ii) BTX is found to be in breach of this Agreement, and (iii) all remedies have been exhausted, then City shall give a written notice of its desire to terminate the Agreement and to seek the following damages. BTX must within 90 days (i) deed back to the City any portion of the Property where construction has not occurred, other than civil construction of Build-Ready Improvements, and/or (ii) deed back to City any portion of the Property where construction has occurred with a detailed costing of work that has occurred, which the City shall provide compensation to BTX for

said work. Following the transfer of the deeds, the City may terminate this Agreement by written notice to BTX and neither party shall have any further obligations under the Agreement. This Section 9.01(C) only applies to the current defaulting phase and phases to the then defaulting phase subsequent, but not phases that are Substantially Complete.

- 9.02 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

**ARTICLE 10
BTX UNABLE TO REACH AGREEMENT WITH HEIM**

In the event BTX is unable to enter into an agreement with Heim for the occupancy of Building 6, the provisions of this Article shall apply, and this Agreement shall be modified as follows:

- (A) BTX shall construct only Buildings 3, 4, and 5 as Phase One and Buildings 6 and 7 will be constructed in Subsequent Phases.
- (B) This Agreement shall be read in its entirety as if the definitions set forth in Article 2 are amended to read as follows:
 - 2.12 – Phase One – shall mean Buildings 3, 4, and 5.
 - 2.16 - Subsequent Phases. Shall mean Buildings 1, 2, 6, 7, and the building at 114 W. Ellison St.
- (C) BTX shall not convey Building 6 to Heim as set forth in Section 5.02(K).

**ARTICLE 11.
RIGHT OF OFFSET**

BTX agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which BTX may respond or act, City may offset the amount of any compensation due to BTX for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from BTX, and (ii) not subject to challenge by BTX in a court of competent jurisdiction by BTX.

**ARTICLE 12.
VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances,

and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 13.
FORCE MAJEURE

Performance of BTX's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and BTX's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 14.
GIFT TO PUBLIC SERVANT OR TO BTX REPRESENTATIVE

14.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

14.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to BTX as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 15.
ASSIGNMENT

BTX may not assign any part of this Agreement without consent or approval by the City Council.

ARTICLE 16.
INDEMNIFICATION

16.01 BTX EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND

EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF BTX OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of BTX and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

16.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with BTX's construction of the Development.

**ARTICLE 17.
MISCELLANEOUS MATTERS**

17.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

17.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.

17.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

17.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

17.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

- 17.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 17.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.
- 17.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

BTX: BTX Old Town, LLC
124 S. Main, Ste. 207
Burleson, Texas 76028

With a copy to: Email:maiken@arlawandtitle.com

With a copy to: Email: justin@radev.biz

City: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

BEDC: Burleson EDC President
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

District: Board Chair
TIF Reinvestment Zone Number Two
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

17.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

17.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

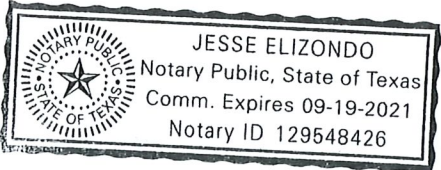
By: Robert Ranc
~~Bryan Langley, City Manager~~ Robert Ranc, Deputy City Manager
Date: December 14, 2020

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 12/14, 2020 by ~~Bryan Langley~~ ^{Robert Ranc} _{Deputy}, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

Jesse Elizondo
Notary Public, State of Texas



TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER TWO,

By: [Signature]

Name: Dan McClendon
Title: Board President

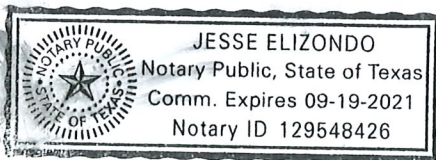
Date: December 18, 2020

STATE OF TEXAS
COUNTY OF Tarrant/Johnson

This instrument was acknowledged before me on 12/14, 2020 by Dan McClendon, known personally by me to be the Board President of Tax Increment Financing Reinvestment Zone Number Two, on behalf of said entity.

[Notary Seal]

[Signature] / JESSE ELIZONDO
Notary Public, State of Texas



BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: 

Name: Dan McClendon
Title: Board President

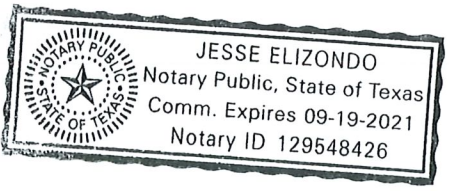
Date: December 08, 2020

STATE OF TEXAS
COUNTY OF Tarrant/Johnson

This instrument was acknowledged before me on 12/8, 2020 by Dan McClendon, known personally by me to be the Board President of THE Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas



**BTX OLD TOWN, LLC,
a Texas limited liability company**

By: 

Name: Matthew G. Aiken

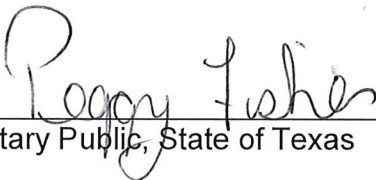
Title: Managing Member

Date: 12/15/20

STATE OF TEXAS
COUNTY OF Tarrant

DL This instrument was acknowledged before me on Dec. 15, 2020 by DL, known personally by me to be the managing member of BTX Old Town, LLC, on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas

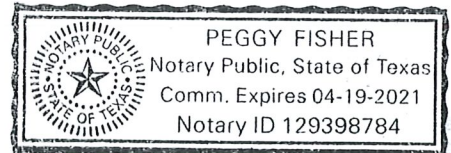


Exhibit "A"



Exhibit "B"



Exhibit "B"



Exhibit "B" shall include the response to RFP 2019-012: 135 West Ellison (Bransom/Aiken) and in the response to RFP 2019-012: 114 West Ellison (Aiken/Wimberly), which are attached hereafter.

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director of Economic Development
MEETING: February 3, 2025

SUBJECT:

Consider and take possible action on a Tax Abatement Agreement between the City of Burleson and Paris Baguette U.S.A., Inc., for a food manufacturing facility located in Highpoint Business Park in Tax Abatement Reinvestment Zone Number 010, City of Burleson. *(Staff Contact: Alex Philips, Director of Economic Development)*

SUMMARY:

Paris Baguette U.S.A., Inc. is considering the purchase of approximately 7 acres of real estate generally described as the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas. Paris Baguette Inc. intends to construct a 260,000 square foot food manufacturing facility in two phases at the site. The City and Paris Baguette U.S.A., Inc. are in negotiations regarding a tax abatement agreement for the development.

On January 6, 2025, the City Council approved the creation of "Tax Abatement Reinvestment Zone 010, City of Burleson" under Chapter 312 of the Texas Tax Code. This zone encompasses the 7-acre tract under contract by Paris Baguette. To ensure the development of this facility, which would otherwise not be possible, a tax abatement agreement is necessary.

Per The City of Burleson Guidelines and Criteria for the Economic Development Incentives Program, approved October 2, 2023, Paris Baguette is eligible to receive an abatement of 50% of the City portion of the ad valorem taxes for a period of 10 years. Based on the development timeline below, the total estimated value of the abatement is \$3,598,968. Paris Baguette also qualifies for a tax abatement with Johnson County valued at an estimated \$2,045,881 that will be considered by the Commissioner's Court in January 2025.

As part of the agreement, Paris Baguette agrees to the following covenants:

- Acquire the 30 acres by January 31, 2025
- Submit building and civil plans for Phase 1 by April 30, 2025
- Commence construction of Phase 1 by June 30, 2025
- Obtain Phase 1 certificate of occupancy by December 31, 2027
- Make a capital investment of a minimum \$110,000,000 for Phase 1
- Submit building and civil plans for Phase 2 by March 1, 2028

- Commence construction of Phase 2 by January 1, 2029
- Obtain Phase 2 certificate of occupancy by December 31, 2029
- Make a capital investment of a minimum \$55,000,000 for Phase 2

Paris Baguette also agrees to design and construct all phases and improvements in conformance with the City's development standards, remain current on all impositions, and remain responsible for the maintenance of their improvements according to all other City's ordinances.

RECOMMENDATION:

Staff recommends approval

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

N/A

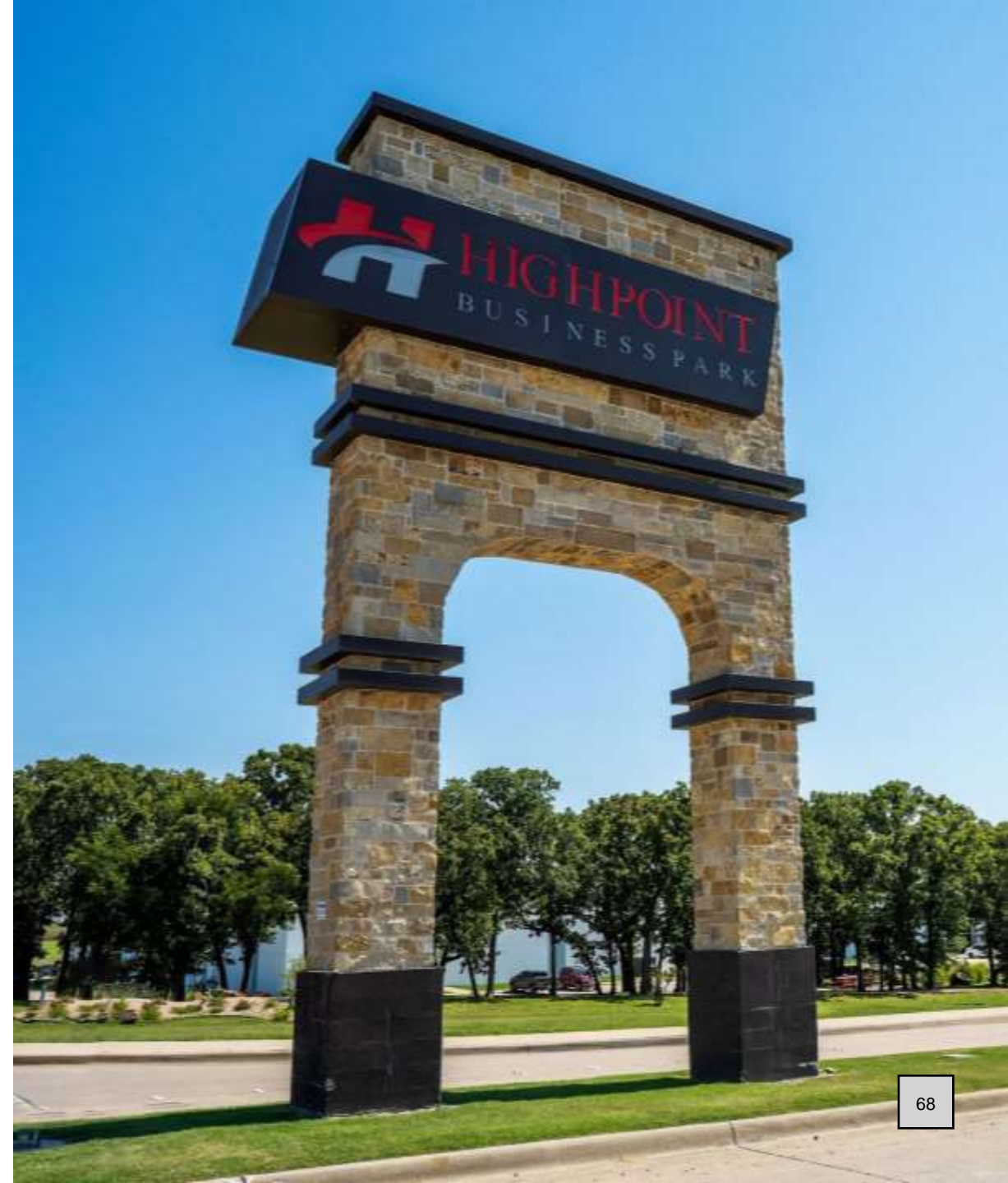
REFERENCE:

FISCAL IMPACT:

STAFF CONTACT:

Alex Philips
Director of Economic Development
aphilips@burlesontx.com
817-426-9613

Tax Abatement



Paris Baguette

- Large Baked Goods Manufacturer under contract to purchase 30 acres in HighPoint Business Park
- First North American manufacturing plant
- 450 new full time jobs
- \$165 Million minimum total capital investment
- Parent company is located in Seoul, South Korea and US headquarters are in New Jersey
- This is the first North American manufacturing facility
- Over 4,000 retail stores worldwide but only 170 in North America. Goal to have 1,000 locations in the US by 2030.
- Staff has been working with the site selectors and company officials since November of 2023.



Tax Abatement Agreement

- Section 312 of Texas Tax Code guides process for establishing the zone.
- Notice provided in newspaper for public hearing on December 1, 2024.
- Notice to taxing entities provided on November 27, 2024.
- Public hearing / First reading of Ordinance.
 - December 9, 2024
- Final Reading of Ordinance
 - January 6, 2025



Tax Abatement Agreement

- The Burleson EDC is currently under contract on 10 acres that is adjacent to the initial 30 acre parcel.
- The Burleson EDC would close on the 10 acre tract after knowing that Paris Baguette is closing on the 30 acre tract.
- After closing Paris Baguette would enter into a land sale contract with the Burleson EDC to purchase the additional 7 acre tract.
- The remaining 3 acre tract would be used for future development.



Tax Abatement Details

- Paris Baguette would receive a 50% rebate of City property taxes for a period of ten years.
- The term of the abatement would begin on January 1 of the calendar year following the opening of the facility.
- The value of the incentive would be an estimate of \$3,598,968 if the company constructs both phases of the development outlined in the performance agreement.
- Paris Baguette would additionally qualify for an tax abatement with Johnson County that would be an estimated \$2,045,881.
- The Johnson County Abatement was approved on January 27, 2025.



Requested Action

- Approve the Tax Abatement Agreement between the City of Burleson and Paris Baguette U.S.A., Inc., for a food manufacturing facility located in Highpoint Business Park in Tax Abatement Reinvestment Zone Number 010, City of Burleson.
- Deny the Tax Abatement Agreement between the City of Burleson and Paris Baguette U.S.A., Inc., for a food manufacturing facility located in Highpoint Business Park in Tax Abatement Reinvestment Zone Number 010, City of Burleson.

*Staff Recommends Approval of the Performance Agreement and Tax Abatement Agreement



City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Janalea Hembree, Assistant to the City Manager

MEETING: February 3, 2025

SUBJECT:

Consider and take possible action of a resolution authorizing a \$2,000 sponsorship expense for the Burleson Character Council Luncheon. (Staff Contact: Janalea Hembree, Assistant to the City Manager)

SUMMARY:

The Burleson Character Council is holding a Character Council Luncheon on Thursday, February 27, at 11:30 am. The gold level sponsorship includes the reservation of two tables with eight seats at each, and other event benefits. Included with this agenda item is a letter from the Burleson Character Council with additional details about the luncheon and organization.

OPTIONS:

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

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

Amount: \$2,000
Account: 1011301-66100

STAFF CONTACT:

Name: Janalea Hembree
Title: Assistant to the City Manager
jhembree@burlesontx.com

817-426-9646



Burleson Character Council

CITY COUNCIL

FEBRUARY 03, 2025

Overview

- The mission of the Burleson Character Council is to promote and recognize good character in Burleson and the surrounding area, to thereby strengthen our citizens, families, and the community. Historically, the Character Council is sponsored by the Burleson Independent School District, Burleson Ministerial Alliance, City of Burleson, and Burleson Chamber of Commerce, who have all joined together to promote and recognize outstanding character in Burleson.

Overview

- Each year, the Character Council recognizes students in Burleson ISD who exhibit good character. The Character Council focuses on the following 4 traits and campuses will nominate students who exhibit one of the following:
 - Kindness: the quality of being friendly, generous, and considerate.
 - Integrity: the quality of being honest and having strong moral principles; moral uprightness.
 - Accountability: the fact or condition of being accountable; responsibility.
 - Courtesy: the showing of politeness in one's attitude and behavior toward others.

Council Action

- Approve the resolution authorizing the sponsorship in the amount of \$2,000
- Deny the resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A \$2,000 SPONSORSHIP EXPENSE FOR THE BURLESON CHARACTER COUNCIL LUNCHEON.

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 Burleson Character Council is holding a Character Council Luncheon on Thursday, February 27; and

WHEREAS, sponsorships of the luncheon help defray the cost of the event; and

WHEREAS, sponsorships include table reservations at the luncheon, inclusion in promotional materials, and other benefits.

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

Section 1.

The City Council hereby approves the gold level sponsorship of \$2,000 for the 2025 Burleson Character Council Luncheon.

Section 2.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

BURLESON CHARACTER COUNCIL

Burleson Chamber of Commerce

Burleson Independent School District

City of Burleson



Burleson Ministerial Alliance

Spring 2025

For over 20 years, the Burleson Character Council has been honoring the values that strengthen our community. In partnership with Burleson ISD, the Burleson Ministerial Alliance, the City of Burleson, and the Chamber of Commerce, we recognize students and citizens who exemplify kindness, integrity, accountability, and courtesy.

At our annual luncheon, we celebrate:

- Students nominated for outstanding character traits.
- The Byron Black Character Award for a community member of exceptional character.
- The John Mark Stallings Award for two special education students (one elementary and one secondary student) demonstrating outstanding character.

The 2024-2025 luncheon will be held on Thursday, February 27, at 11:30 a.m. at First Baptist Church. With nearly 350 attendees, this cherished event highlights the heart of Burleson's values.

Your sponsorship ensures we can continue recognizing these individuals and covering event costs like student awards, centerpiece contest prizes, and meals.

Sponsorship Levels:

- **GOLD** level - \$1,500 or more: Includes four tickets, recognized as sponsor in event program and presentation, and recognized as sponsor from stage.
- **SILVER** level - \$1,000-\$1,499: Includes two tickets and recognized as sponsor in event presentation, recognized as sponsor from stage.
- **BRONZE** level - \$500-\$999: recognized as sponsor in event presentation

We deeply appreciate your consideration and support of this meaningful initiative. To sponsor or for questions, please contact Melissa Miller at mmiller@burleson.org.

Thank you for helping us celebrate the character that makes Burleson shine.

Thank you,
Jerri McNair

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Lisandra Leal, Assistant City Secretary
MEETING: February 3, 2025

SUBJECT:

Consider and take possible action on a resolution to ratify the appointment of chairperson and vice-chair person of the Animal Shelter Advisory Committee. (*Staff contact: Lisandra Leal, Assistant City Secretary*)

SUMMARY:

The purpose of this item is to consider a resolution to ratify the appointment of chairperson and vice-chair person of the Animal Shelter Advisory Committee.

Pursuant to Section 2-32 - Chairpersons; vice-chairpersons of the City of Burleson Code of Ordinances, each board, commission or committee must nominate from among its members a member to serve as chair and another member to serve as vice-chair. The city council shall ratify the chair and vice-chair prior to October 1 each year. The city council must continue to use the qualification for ratification of the chair and vice-chair in the enabling ordinance that created the board or commission. All chairpersons are appointed for a duration of one year and must be reappointed annually, but if not reappointed will continue to serve until a successor is appointed.

RECOMMENDATION:

Approve Resolution

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

N/A

N/A

STAFF CONTACT:

Lisandra Leal
Assistant City Secretary
lleal@burlesontx.com
817-426-9687

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, RATIFYING THE CHAIRPERSON AND VICE-CHAIR PERSON OF THE BURLESON BOARDS, COMMISSIONS AND COMMITTEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson Code of Ordinances Chapter 2, Article II, Section 2-32 establishes the chairperson and vice-chairperson for all boards, commissions and committees of the city;

WHEREAS, City Council appoints members of the public to serve on various boards, commissions and committee; and

WHEREAS, appointed members nominate from among its members a member to serve as chair and another member to serve as vice-chair; and

WHEREAS, City Council shall ratify the chair and vice-chair prior to October 1 each year, and

WHEREAS, all chairpersons are appointed for a duration of one-year and must be reappointed annually, and

WHEREAS, all chairpersons serve until their successor has been duly appointed and qualified; and

WHEREAS, all chairpersons have been submitted for consideration by the City Council.

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

SECTION 1. The following chairpersons have been submitted for ratification by a majority of the City Council, and the City Council hereby ratifies the same.

Advisory Committee on People with Disabilities

- Dr. Ryan Camp, Chair
- Lisa Chick, Vice-chair

PASSED, APPROVED AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the ____ day of _____, 2025.

CITY OF BURLESON

Chris Fletcher, Mayor

ATTEST:

(City Seal)

Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 3, 2025

SUBJECT:

7430, 7350 and 7226 FM 1902 (Case 24-315): Hold a public hearing and take possible action on an ordinance for a zoning change request from “A”, Agriculture to “PD” Planned Development for a proposed hybrid flex business park with commercial uses. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval 6 to 2) The applicant requested that this item be removed from consideration.*

SUMMARY:

The applicant has requested the item to be removed from consideration.

On October 14, 2024, an application for a zoning change request was submitted by Grant Decker with Kimley-Horn with authorization from Richard Hawpe (property owner) for a zoning change request of approximately 16.343 acres for a future hybrid flex business park with commercial uses as outlined in the proposed ordinance attached as Exhibit 3.

DEVELOPMENT OVERVIEW:

The property is currently zoned A, Agriculture and will require platting and commercial site plan review and approvals if the zoning request is approved. Traffic and drainage studies would occur with the site plan and engineering civil construction. This request is to develop commercial, retail, office, warehouse and industrial flex pad sites at the intersection of FM 1903 and CR 913. The site is approximately 0.7 miles north of Caddo Grove Elementary and RC Loftin Middle School.

Zoning and Land Use Table

	Zoning	Use
Subject Site	A, Agricultural	Undeveloped
North	A, Agricultural	Undeveloped / residential
East	A, Agricultural	Undeveloped

South	A, Agricultural	Undeveloped / residential
West	A, Agricultural	Undeveloped

This site is designated in the Comprehensive Plan as Neighborhoods

The Neighborhoods category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots. The following non-residential uses may be appropriate at certain locations: NS, Neighborhood Services and GR, General Retail.

Staff has determined the uses contained within the proposed PD, Planned Development zoning ordinance do not align with the Comprehensive Plan.

Engineering:

Engineering civil construction reviews and platting will be required prior to the development of the site.

RECOMMENDATION:

Recommend disapproval to City Council for an ordinance for the zoning change.

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

January 14, 2025 – The Planning and Zoning Commission recommended denial (6-2)

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](http://www.cityofburlleson.com/DocumentCenter/View/10000/City-of-Burleson-TX-ZONING-DISTRICTS-(ecode360.com))

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9686

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 3, 2025

SUBJECT:

3301 N CR 810 (Case 24-329): Hold a public hearing and consider approval of an ordinance for a zoning change request from “A” Agricultural to “C” Commercial district for a proposed tractor trailer repair and tire service center. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8 to 0)*

SUMMARY:

On October 30, 2024, an application for a zoning change request was submitted by Felix Wong on behalf of I V Tire Service INC. (property owner) for a zoning change request of approximately 4.429 acres to “C” Commercial district for a proposed tractor trailer repair and tire service.

DEVELOPMENT OVERVIEW:

The property is currently zoned A, Agriculture and will require platting and commercial site plan review and approvals if the zoning request is approved. Traffic and drainage studies would occur with the site plan and engineering civil construction. This request is for a tractor trailer repair and tire service, which would be allowed-by-right if the “C” Commercial district zoning is granted.

Zoning and Land Use Table

	Zoning	Use
Subject Site	A, Agricultural	Undeveloped
North	A, Agricultural	Undeveloped / residential
East	C, Commercial	Southern Star Tractor
South	ETJ	Residential
West	A, Agricultural	Undeveloped

This site is designated in the Comprehensive Plan as Regional Office / Commercial

This land use category is intended for uses with regional emphasis due to the area's high visibility. Uses such as large retail centers, hotels, restaurants, and corporate or professional offices are encouraged in this category. Corresponding zoning district include GR, General Retail and C, Commercial

Staff has determined the requested zoning district conforms to the Comprehensive Plan and the proposed use is not out of character with the currently existing adjacent uses.

Engineering:

Engineering civil construction reviews and platting will be required prior to the development of the site.

RECOMMENDATION:

Recommend approval to City Council for an ordinance for the zoning change.

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

January 14, 2025 – The Planning and Zoning Commission recommended approval (8-0)

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](http://www.cityofburleson.com/DocumentCenter/View/10000/City-of-Burleson-TX-ZONING-DISTRICTS-(ecode360.com))

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

ZC – 3301 N CR 810

Location:

- 3301 N CR 810
- 4.429 acres

Applicant:

Felix Wong (Applicant)

IV Tire Service INC. (Owner)

Item for approval:

Zoning Change from "A" Agriculture to "C"
Commercial (Case 24-329)

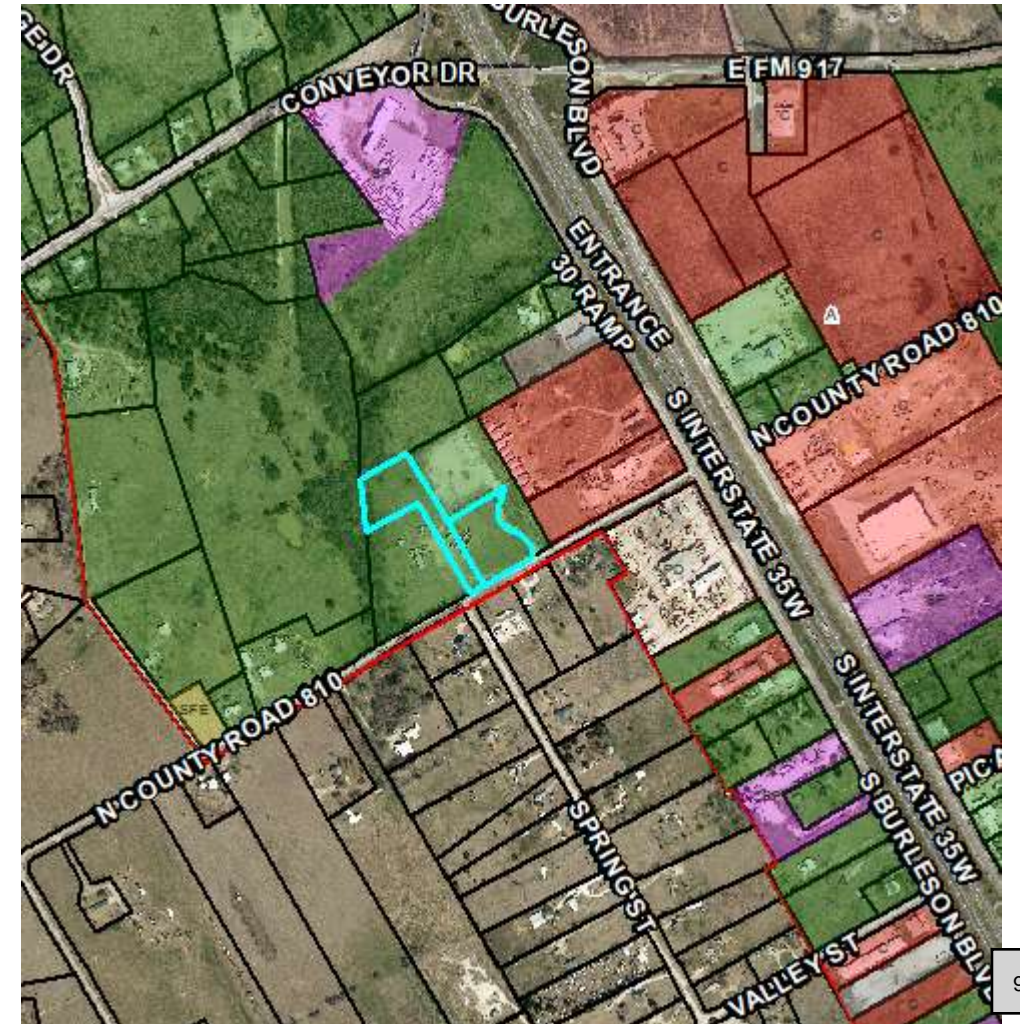
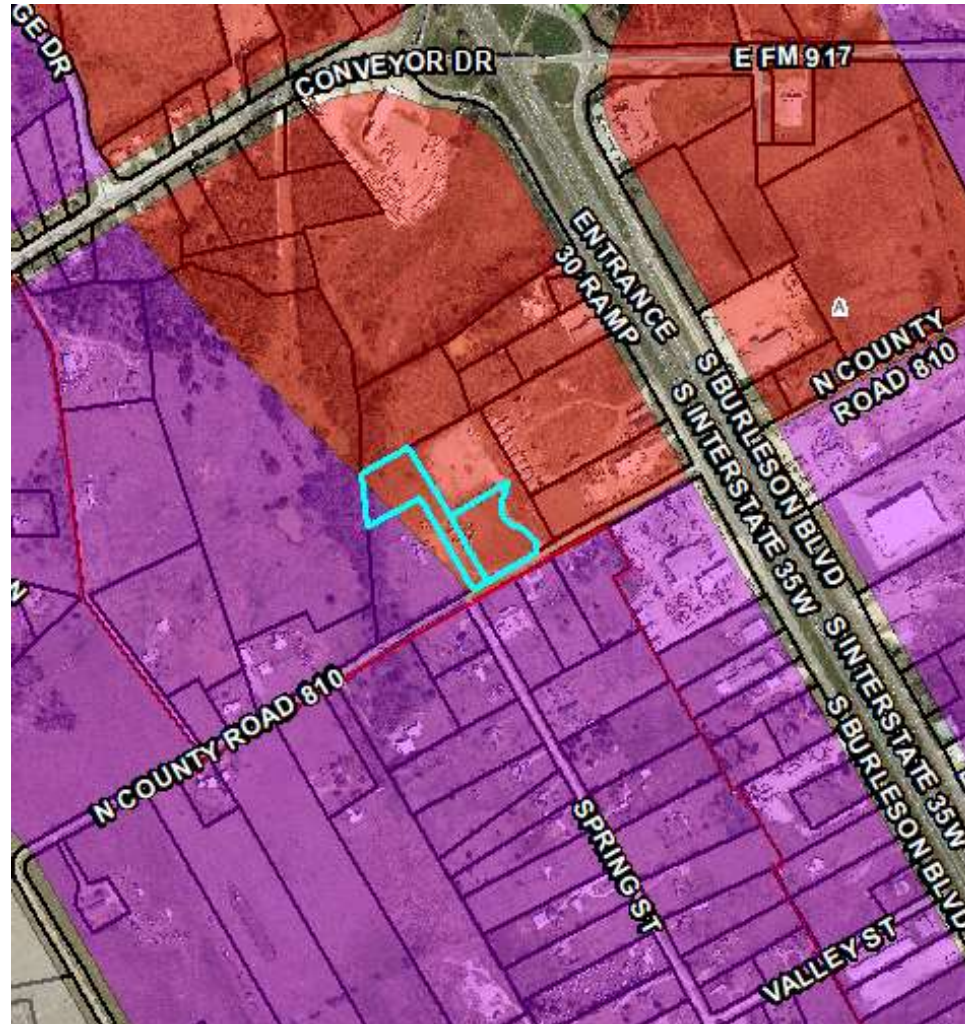


Comprehensive Plan

Regional Office / Commercial

Zoning

A, Agriculture



ZC – 3301 N CR 810

Allowed Uses in C, Commercial	Allowed (continued)	SUP Required
Auto related (sales, paint, repair) to include parking lots	Motorcycle sales or repair	Amusement (indoor)
Bakery	Office, business or medical	Animal Pound
Cabinet or upholstery shop	Paint Shop	Kennel
Clothing or similar manufacturing	Restaurant	Liquor Store
Convenience or Food and Beverage Store	Studio, health, fitness, or arts	Mini warehouse
Greenhouse or Nursery	Trailer assembly, sales, manufacturing	Gas Well
Hauling or storage company	Wholesale Sales	Tattoo Studio
Retail and repair shops	Schools or Religious Institutions	Taxidermy Zoo

Full list of allowed uses contained within City of Burleson zoning ordinance

ZC – 3301 N CR 810

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
- Staff has received no formal opposition related to this zoning request



Legend

- 300 ft. Buffer
- Subject Property
- Properties within 300 ft.
- Burleson

ZC – 3301 N CR 810

P&Z Summary

Vote

Recommended approval unanimously

Discussion

None

Speakers

Applicant was present (no questions)

ZC – 3301 N CR 810

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “C” Commercial
- Requested zoning district conforms to the Comprehensive Plan and is not at a highly visible area or intersection.



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 A 4.429 ACRE TRACT OF LAND SITUATED IN THE STEPHEN KINSEY SURVEY, ABSTRACT No. 475 AND BEING A PORTION OF THAT 6.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND THAT 6.75 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, CONVEYED TO FRANKIE WHEELER AND PERRY A. WHEELER, AS RECORDED IN VOLUME 3433, PAGE 205, DEED RECORDS JOHNSON COUNTY, TEXAS (D.R.J.C.T.), CITY OF BURLESON, JOHNSON COUNTY, TEXAS FROM THE DEFAULTED "A" AGRICULTURE TO "C" COMMERCIAL DISTRICT, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the "Zoning Ordinance and Map"); and

WHEREAS, an application for a zoning change was filed by Felix Wong on October 30, 2024, under Case Number 24-329, 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 8 to 0 to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of Agricultural (A) to Commercial (C); 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 Agricultural (A) 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 4.429 of said acres being a tract of land situated in the Stephen Kinsey survey, Abstract No. 475, Johnson County, Texas, included on Exhibit A, from Agriculture to C, Commercial District.

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

BEING A 4.429 ACRE TRACT OF LAND SITUATED IN THE STEPHEN KINSEY SURVEY, ABSTRACT No. 475 AND BEING A PORTION OF THAT 6.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND THAT 6.75 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, CONVEYED TO FRANKIE WHEELER AND PERRY A. WHEELER, AS RECORDED IN VOLUME 3433, PAGE 205, DEED RECORDS JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND AT THE NORTHWEST CORNER OF THE 6.75 ACRE WHEELER TRACT;

THENCE N 60°55'49" E ALONG THE NORTH LINE OF THE 6.75 ACRE TRACT, A DISTANCE OF 246.16', TO A FOUND 600 NAIL, SAID NAIL BEING THE NORTHWEST CORNER OF A 3.898 ACRE TRACT OF LAND CONVEYED BY DEED TO XTO ENERGY INC. AS RECORDED IN VOLUME 4467, PAGE 123, D.R.J.C.T.;

THENCE S 30°41'46" E ALONG THE WEST LINE OF THE 3.898 ACRE TRACT, A DISTANCE OF 368.83', TO A FOUND 600 NAIL;

THENCE N 59°20'05" E, A DISTANCE OF 305.29', TO A ½" IRON ROD SET WITH YELLOW CAP MARKED FORT WORTH SURVEYING, LLC.;

THENCE S 11 °59'31" W, A DISTANCE OF 74.20', TO A ½" IRON ROD SET WITH YELLOW CAP MARKED FORT WORTH SURVEYING, LLC., SAID IRON ROD BEING THE BEGINNING OF A CURVE TO THE LEFT

THENCE WITH SAID CURVE WITH A RADIUS OF 92.68', AN ARC LENGTH OF 161.16', AND WHOSE CHORD BEARS S 22°30'50" E, WITH A CHORD LENGTH OF 141.61' TO ½" IRON ROD SET WITH YELLOW CAP MARKED FORT WORTH SURVEYING, LLC., SAID IRON ROD BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE WITH SAID CURVE WITH A RADIUS OF 120.34', AN ARC LENGTH OF 175.96', AND WHOSE CHORD BEARS S 38°38'08" E, WITH A CHORD LENGTH OF 160.70' TO ½" IRON ROD SET WITH YELLOW CAP MARKED FORT WORTH SURVEYING, LLC., SAID IRON ROD BEING IN THE NORTH LINE OF COUNTY ROAD 810 AND THE SOUTH LINE OF THE 6.00 ACRE WHEELER TRACT;

THENCE S 60°58'47" W, ALONG THE NORTH LINE OF COUNTY ROAD 810 A DISTANCE OF 262.23', TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE 6.00 ACRE WHEELER TRACT;

THENCE S 60°26'44" W, ALONG THE NORTH LINE OF COUNTY ROAD 810 A DISTANCE OF 69.92', TO A ½" IRON ROD SET WITH YELLOW CAP MARKED FORT WORTH SURVEYING, LLC.;

THENCE N 30°41'46" W, A DISTANCE OF 487.80', TO A ½" IRON ROD SET WITH YELLOW CAP MARKED FORT WORTH SURVEYING, LLC.;

THENCE S 60°55'49" W, A DISTANCE OF 278.54'. TO A ½" IRON ROD SET WITH YELLOW CAP MARKED FORT WORTH SURVEYING, LLC. IN THE WEST LINE OF THE 6.75 ACRE WHEELER TRACT;

THENCE N 05°11'38" W ALONG THE WEST LINE OF THE 6.75 ACRE WHEELER TRACT, A DISTANCE OF 249.38', TO THE POINT OF BEGINNING AND BEING 4.429 ACRES OF LAND, MORE OR LESS.

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 3, 2025

SUBJECT:

Dairy Queen located at 1620 SW Wilshire BLVD (Case 24-365): Consider approval of a resolution for variances to Chapter 63, Sign Regulations, relating to type of sign and the setback of the proposed sign, allowing for the installation of a pole sign instead of the allowed monument sign and for the sign to be approximately eight feet six inches (8'6") from the side property line instead of the required ten feet (10'). *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

SUMMARY:

On December 9, 2024, an application was submitted by Molly Brown with Comet Signs (Applicant on behalf of Mayfield Usher LLC (owner) of Dairy Queen, for sign variances allowing for a pole sign instead of the allowed monument sign and for the proposed pole sign to be approximately eight feet, ten inches (8'10") from the northeast side property line instead of the required ten feet (10').

During the construction of the new restaurant, a public sewer line extension was required along SW Wilshire BLVD which in turn increased the required utility easement from ten feet (10') to twenty-five feet (25') along the front property line adjacent to SW Wilshire BLVD.

Due to the depth of an existing manhole, the new sewer line had to be installed shallower than the original design. This decrease in pipe depth required that if the monument sign were to be installed in its approved location, it would require a Right-of-Way Use agreement as well as encasing the pipe in concrete due to separation of the signs designed footer and the new sewer line which is approximately two feet (2').

Planning Analysis

Section 63-50 (a) (Generally) of the Sign Ordinance contains the following standard:

- All freestanding signs shall be setback a minimum of ten feet from the property line

Section 63-56 (a)(4)(a) (Pole Signs) of the Sign Ordinance contains the following Standard:

- Signs shall be allowed to locate on premises with frontage onto IH 35 and within the North Wilshire Sign Corridor only.

- a. North Wilshire Sign Corridor map (see figure 63-H below). The extent of the North Wilshire Sign Corridor is defined as properties fronting on either side of Wilshire Boulevard, north of Elk Drive and south of IH 35.

The applicant was informed that the sign would need variances as proposed. The applicant's justification for approval in granting the variances has been attached as Exhibit 4.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Consideration
Special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The strict interpretation of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this chapter.
Special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
Granting the variance will be in harmony with the spirit and purpose of this chapter.

RECOMMENDATION:

Staff recommends denial of variances to Chapter 63, Sign Regulations, as requested.

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

None

REFERENCE:

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

<https://ecode360.com/39934165#39934166>

<https://ecode360.com/39934165#39934251>

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

Dairy Queen Sign Variances

Location:

- 1620 SW Wilshire BLVD

Applicant/Owner:

Molly Brown with Comet Signs- Applicant
Mayfield Usher LLS- Owners

Item for approval:

Variances relating to type of sign and the setback of the proposed sign.

(Case 24-365)



Dairy Queen Sign Variances

Background:

A commercial site plan was approved for a new Dairy Queen that included a monument sign setback eleven feet six inches (11'6") from the front property line and outside of an existing ten (10) foot utility easement, but during Civil Plan review, an additional fifteen feet (15') was required for a total of twenty five feet (25') for the utility easement to house a new public sanitary sewer line. The approved monument sign would require a Right-of-Way Use Agreement as well as the sewer line would need to be encased in concrete due to the proximity of the sewer line and the signs designed footer. The applicant would like to request a pole sign approximately twenty six feet ten inches (26'10") from the front property line instead of the allowed monument sign and for the sign to be approximately eight feet six inches (8'6") from the northeast side property line instead of the required ten feet (10').

Request:

The applicant is requesting variances to allow for the installation of a pole sign outside of the North Wilshire Sign Corridor that is also closer to the side property line than allowed.

Dairy Queen Sign Variances

Sign Variance Summary:

Section 63-50 Generally. (a) All freestanding signs shall be setback a minimum ten feet from the property line.

Section 63-56 Pole Sign. (a)(4) Signs shall be located on premises with frontage onto IH 35 and within the the North Wilshire Sign Corridor only.

a. The extent of the North Wilshire Sign Corridor is defined as properties on either side of Wilshire Boulevard, north of Elk Drive and South of IH 35.



Dairy Queen Sign Variances

Considerations
Special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The strict interpretation of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this chapter.
Special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
Granting the variance will be in harmony with the spirit and purpose of this chapter.

Dairy Queen Sign Variances

Staff Recommendation

Staff recommends denial of the variances to Chapter 63, Sign Regulations, relating to the setback of the sign and for a pole sign outside of the North Wilshire Sign Corridor.



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR VARIANCES TO CHAPTER 63, SIGN REGULATIONS, TO ALLOW FOR A POLE SIGN AT 1620 SW WILSHIRE BOULEVARD.

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, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, on December 9, 2024, an application was submitted by Molly Brown (applicant) asking for sign variance to allow for the installation of a pole sign, and

WHEREAS, on February 3, 2025, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

WHEREAS, the City Council finds and determines the conditions attached to the variance, if any, are necessary to achieve the purpose of Chapter 63.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

RESOLUTION

PAGE 1 OF 2

OF BURLESON, TEXAS, THAT:

Section 1.

City Council hereby grants a variance to Section 63-50(a) and Section 63-56 (a)(4)(a) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring an approximate eight foot six inch (8'6") setback instead of the required ten foot for a freestanding sign and for the installation of a pole sign outside of the North Wilshire Sign Corridor.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the signs at 1620 SW Wilshire BLVD.

Section 2.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



5003 Stout Dr.
San Antonio, TX 78219
TDLR#: 18010
210-341-7244
cometsigns.com

The City of Burleson
Development Services
141 W Renfro St.
Burleson, TX 76028

From: Molly Brown
Comet Signs by Stratus
5003 Stout Dr.
San Antonio, TX 78219

Ref: Letter of Intent in Support of Waiver/Variance for Freestanding Pole Sign – 1620 SW Wilshire Blvd.

To Whom It May Concern:

Please accept this request for a Waiver / Variance pursuant to the City of Burleson Sign Regulations, Division 3, Freestanding Signs, Sec. 63-54 Monument Signs and Division 3 Freestanding Sign Sec. 63-50 (a) regarding setback.

We are requesting the approval to have a Pole Sign type for the Dairy Queen where only Monument Sign types are allowed per the Sign Regulations, Sec 63-56 Pole Signs (4), and request the pole sign be at less than the required 10' setback from a side property line at 8' 6" per Sign Regulations, Sec 63-50 (a).

Originally a Monument Sign was approved and permitted June 6, 2024, for a monument sign that would have a setback from the property line of 11' 6", placing the sign behind the 10' utility easement within the property (Exhibit C). We staked the location for TX811 utility locates to be marked/flagged and found on October 4, 2024, that a sewer/water line was located where our support steel pole would be installed into the ground for the monument (Exhibit A).

We reached out to the City of Burleson permitting office to understand what had happened, and it was found that there was a 25' utility easement added to this site during the civil review process that has not been filed as of October 7, 2024, and the line was installed extremely early in the construction of the site.

This new 25' utility easement covers the entire front of the property from the property line up into the parking lot and requires approval by all utility entities (approximately 10+), and the City of Burleson, but not guaranteed approval, to have a monument sign in the easement.

After discussions with the City of Burleson Engineering and Public Works departments the only conditions where they would approve a monument sign is if it is placed at the setback of 11' 6" over the sewer line, a concrete encasement must be added around the sewer/water line at the property owners' expense, and when the Public Works department must make any repairs or maintenance on the line the property owner must pay to have the sign, concrete foundation and encasement removed in a short, timely, manner. The property owner would then have to contract a company to install the concrete encasement, foundation, monument sign and landscaping each time.



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210-341-7244
cometsigns.com

This is a costly risk to take for Dairy Queen, or any business, when there is an option where a pole sign may be installed behind the 25' easement, and outside the 5' side utility easement, that will not cause a negative effect for the city or surrounding businesses. In fact, it would allow the sign to be seen clearly, and safely, by the community traveling SW Wilshire Blvd.

We are proposing a pole sign that would be a conservative 65sf of sign area, setback 26' 10" from the property line and 8' 6" from the side property line, at 20 ft overall height with a clearance of 13' to grade (Exhibit B). This is more conservative than any pole sign allowed under Sign Regulations, Freestanding Signs, Sec. 63-56 Pole Signs and comparable to the nearest pole sign at Take 5 Oil Change approximately 500' South of this sign on SW Wilshire Blvd. The pole sign would also stay in compliance with the landscape bed required for all freestanding signs equal to half of the sign area square footage.

Due to the challenges put in place by other City departments after construction began and permitting completed, there is not an option for a freestanding sign that will be clearly visible for the community to be able to see in time to make a safe turn into the location, and isn't at a high cost for the property owner. We ask for a waiver /variance to have a pole sign to be placed outside of the easement so that the opportunity to have a freestanding sign is not taken away.

We thank you for your consideration of this waiver/variance.

Sincerely,

Molly Brown
Permitting Expeditor for Comet Signs by Stratus

Cc:
John Usher – Mayfield Usher LLC
Jeff Strange – Lay Construction LLC
Steven Munson – Comet Signs
Andy Concepcion – Comet Signs
Carre Barry – Comet Signs

Exhibit A



Choose an item.

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Administrative Services Director

MEETING: February 3, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding proposed fees and service changes associated with the solid waste program. (*Staff Contact: Richard Abernethy, Administrative Services Director*)

SUMMARY:

On January 6, 2025, staff presented proposed changes to the fees and services associated with the solid waste program. In addition to requesting additional cost options, City Council members asked for a follow-up briefing on the proposed changes.

A detailed presentation of these proposals is included in your packet. In addition to staff, Representatives from Waste Connections will be present to address any questions.

RECOMMENDATION:

Consider proposals from Waste Connections to amend our solid waste program to once a week collection in a 95-gallon poly cart for trash and recycling, with HHW curbside pick up and enter into a closed market with Waste Connections.

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

May 1, 2023 – The City Council approved renewing the contract with Waste Connections and extending the agreement five years, with a new expiration date of September 30, 2029.

May 8, 2024 – The City Council Finance Committee received a report, held a discussion and provided staff feedback regarding fees associated with the solid waste program, street maintenance and storm water utility operations.

May 20, 2024 – The City Council received a report, held a discussion, and provided staff direction regarding fees associated with the solid waste program, street maintenance and stormwater utility operations.

January 6, 2025 – The City Council received a report, held a discussion, and provided staff direction regarding proposed fees and service changes associated with the solid waste program.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Solid Waste and Recycling Contract

CITY COUNCIL

FEBRUARY 3, 2025

Background

- **May 2024:** staff presented options to City Council for implementing street maintenance and storm water utility fees.
 - Staff also recommended budgeting for a consultant to evaluate the City's garbage service and recycling collection program to explore a Requests for Proposal (RFP) to offset fee for potential street and stormwater fees, reduce costs, maintain service levels, and consider options like once-a-week poly cart garbage collection. Additionally, wanted to explore franchising the commercial market to one vendor.
 - City Council gave to consensus to move forward with this option.
- **July 2024:** City hired Solid Waste Specialists (SWS) to help with price negotiations and contractual amendments with Waste Connections.
- **September 2024:** SWS and City engaged Waste Connections to present an RFP-style contract amendment proposal with multiple service options for review.
- **November 2024:** Waste Connections submitted a proposal with multiple service options.
- **January 2025:** Presented proposal options to City Council.
- **February 2025:** Council requested staff to present another discussion item with additional collection options.

Proposal Overview

- In exchange for adding two years to the current contract (expiration date from 2029 to 2031), the changes to the contract (regardless of which option is selected) will include:
 - **Future Rate Increases**
 - Tied to the Garbage and Trash Index with a 5% cap on annual increases.
 - **Liquidated Damage Clause**
 - Defines penalties for non-performance or failure to meet contract terms.
 - **Unusual Accumulations Collection**
 - Address handling of excess waste at residence.
 - **Household Hazardous Waste Collection (HHW) can be added to any collection option selected.**
 - Option to add service to \$1.00 per home/month (all homes billed)
 - **Keep Small Weekly Brush and Monthly Brush and Bulk Collections.**
 - General trash bags can be placed out with small brush as long as it meets the 3 cubic yard requirement.

Note: The proposals included pricing options for both an open commercial market and a closed commercial market.

Current Service

Solid Waste	Recycling	Small Brush	Brush and Bulk
2 x per week in bags	1 x per week in 65-gallon cart	1 x per week	1 x per month

Waste Connections current contract expires September 30, 2029

Current Rate being charged by Contractor is \$20.49

Residential Rate Components

For each residential rate, these are the components:

• Rate paid to the Contractor	\$20.49
+	
• Administrative Overhead Fee of	\$ 1.10
• Litter Abatement Fee	\$ 1.00
• Franchise Fee (8%)	\$ 1.64
Total	\$ 24.23

- In the following slides, the rates shown will reflect the rate charged by the Contractor followed by the final rate to be charged to the Resident.
- Sales tax would apply.

Residential Rate with Open Commercial Market

Option	Solid Waste	Recycling	Small Brush	Brush and Bulk
1) \$20.49 to WC Total \$24.23/\$25.31	2 x per week in bags Current Service	1 x per week in 65-gallon cart Current Service	1 x per week Current Service	1 x per month Current Service
2) \$25.61 to WC Total \$29.76/\$30.84	2 x per week in 95-gallon cart	1 x per week in 65-gallon cart	1 x per week	1 x per month
3) \$18.65 to WC Total \$22.24/\$23.32	1 x per week in 95-gallon cart	1 x per week in 95-gallon cart	1 x per week	1 x per month

Note: Price= without HHW/with HHW. Sales tax would apply.

Residential Rate with Closed Commercial Market

Option	Solid Waste	Recycling	Small Brush	Brush and Bulk
1) \$19.47 to WC Total \$23.13/\$24.21	2 x per week in bags Current Service	1 x per week in 65-gallon cart Current Service	1 x per week Current Service	1 x per month Current Service
2) \$17.31 to WC Total \$20.79/\$21.87	2 x per week in 95-gallon cart	1 x per week in 65-gallon cart	1 x per week	1 x per month
3) \$13.52 to WC Total \$16.70/\$17.78	1 x per week in 95-gallon cart	1 x per week in 95-gallon cart	1 x per week	1 x per month

Note: Price= without HHW/with HHW. Sales tax would apply.

Option Rate Comparison

Open Commercial	Closed Commercial
<p>\$24.23/\$25.31 2 x per week in bags</p>	<p>\$23.13/\$24.41</p>
<p>\$29.76/\$30.84 2 x per week in 95-gallon cart</p>	<p>\$20.79/\$21.87</p>
<p>\$22.24/\$23.32 1 x per week in 95-gallon cart</p>	<p>\$16.70/\$17.78</p>
<p>For all Cart Options additional carts are \$5.00 per month*</p> <p>* For once a week options only. For all other options, the extra cart fee remains at \$7.00 per month.</p>	<p>For ANY option <u>downtown small business</u> rates remain at \$31.50 for one cart; adding \$10 for an extra cart</p>

Note: Price= without HHW/with HHW. Waste Connections has reduced the extra cart fee to \$5.00 per month for once-a-week service only. For all other service options, the extra cart fee remains \$7.00. Sales tax would apply.

Additional Options Requested

- City Council Request: Once-a-Week Collection.
 - 95-gallon cart for solid waste, 65-gallon cart for recycling.
 - Proposed rate: \$13.12 per month (\$0.40 decrease).
 - Applies only to the closed market option.
- City Councilmembers Request: Twice-a-Week Collection.
 - 65-gallon cart for solid waste, 65-gallon cart for recycling.
 - Proposed rate: \$17.20 per month.
 - Applies only to the closed market option.
- Staff requested Waste Connections to find ways to reduce the extra cart costs.
 - Extra cart fee reduced from \$7.00 to \$5.00 for all once-a-week options.
 - Optional extra cart fee reductions:
 - \$2.00 extra cart fee = \$.50 increase to the monthly rate.
 - \$1.00 extra cart fee = \$.60 increase to the monthly rate.

Additional Requested Collection Options

Option	Solid Waste	Recycling	Small Brush	Brush and Bulk
3a) \$13.12 to WC Total \$16.27/\$17.35	1 x per week in 95-gallon cart Keep 65G recycling cart	1 x per week in 65-gallon cart Keep 65G recycling cart	1 x per week Keep 65G recycling cart	1 x per month Keep 65G recycling cart
2) \$17.31 to WC Total \$20.79/\$21.87	2 x per week in 95-gallon cart	1 x per week in 65-gallon cart	1 x per week	1 x per month
2a) \$17.21 to WC Total Total \$20.69/\$21.77	2 x per week in two 65-gallon cart 2 x per week in 65G	1 x per week in 65-gallon cart 2 x per week in 65G	1 x per week 2 x per week in 65G	1 x per month 2 x per week in 65G

Note: Price= without HHW/with HHW. These price proposals only apply in a closed market. Sales tax would apply.

Historical Waste Connections Rate Increases – Last Five Years

Rate Increases of the Last Five Years

Items	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Average
Rate	\$15.94	\$16.58	\$18.24	\$19.20	\$20.49	
Increase	0%	4%	10%	5%	7%	5.20%
Average removing highs and lows						5.33%

Note: The contract was amended on May 1, 2023. These increases are not reflective of rates that were passed onto the residents.

Projected Increases - Through FY 2029

Open Commercial Market Options

Options	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Option 1 -current service (5.33%)	\$24.23/\$25.31	\$25.41/\$26.55	\$26.65/\$27.85	\$27.96/\$29.22
Option 2	\$29.76/\$30.84	\$31.14/\$32.38	\$32.59/\$33.78	\$34.12/35.37
Option 3	\$22.24/\$23.32	\$23.25/\$24.38	\$24.31/\$25.50	\$25.42/\$26.67

Closed Commercial Market Options

Options	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Option 1 – current service (5.33%)	\$23.13/\$24.21	\$24.25/\$25.39	\$25.43/\$26.63	\$26.67/\$27.93
Option 2	\$20.79/\$21.87	\$21.73/\$22.86	\$22.71/\$23.90	\$23.74/\$24.99
Option 3	\$16.70/\$17.78	\$17.43/\$18.57	\$18.20/\$19.39	\$19.00/\$20.25

Note: Price= without HHW/with HHW. Sales tax would apply. Option 1 is based on 5.33% since it is the current service. Options 2 and 3 are based on 5%.

Total Rate with Sales Tax – Current Year

Open Commercial Market

Option	Without HHW	With HHW
1 – current service	\$26.23	\$27.40
2	\$32.21	\$33.38
3	\$24.08	\$25.25

Closed Commercial Market

Option	Without HHW	With HHW
1 – current service	\$25.04	\$26.20
2	\$22.51	\$23.68
3	\$18.08	\$19.25

Additional Options

Option	Without HHW	With HHW
3a	\$17.61	\$18.78
2a	\$22.39	\$23.56

Note: Additional option price proposals only apply in a closed market.

Next Steps

- Seek consensus from City Council.
- If consensus is to change fees and services, present amended contract to City Council.

Appendix

Determining Competitive Rates to Close the Commercial Market

SWS prepared a table of rates from recent contracts and determined an average price per container for each collection frequency.

City	Vendor	Year
Highland Village	Republic	2023
Waxahachie	Waste Connections	2020
Mineral Wells	Frontier	2022
North Richland Hills	Republic	2021
Mansfield	Frontier	2023
Keller	CWD	2022

The rates were increased by 5% per year through 2026 and averaged together to produce a competitive rate sheet.

Determining Competitive Rates to Close the Commercial Market

Price Sheet of combined rates						
(Average of the rates of aforementioned cites)						
Weekly collection frequency						
Container size	1	2	3	4	5	6
2	\$ 91	\$ 168	\$ 221	\$ 309	\$ 380	\$ 461
3	\$ 115	\$ 199	\$ 281	\$ 370	\$ 469	\$ 579
4	\$ 138	\$ 235	\$ 337	\$ 420	\$ 546	\$ 705
6	\$ 179	\$ 318	\$ 457	\$ 547	\$ 710	\$ 886
8	\$ 210	\$ 372	\$ 534	\$ 673	\$ 827	\$ 996

Source: SWS study of the rates of seven cities in the prior slide

Determining Competitive Rates to Close the Commercial Market

Price Sheet of combined rates

(Average of the rates of aforementioned cites)

Container size	Weekly collection frequency					
	1	2	3	4	5	6
2	\$91	\$168	\$221	\$309	\$380	\$461
3	\$115	\$199	\$281	\$370	\$469	\$579
4	\$138	\$235	\$337	\$420	\$546	\$705
6	\$179	\$318	\$457	\$547	\$710	\$886
8	\$210	\$372	\$534	\$673	\$827	\$996

WC Proposed Rates effective 1/1/2026

Container size	Weekly collection frequency					
	1	2	3	4	5	6
2	\$86	\$129	\$175	\$218	\$273	\$341
3	\$111	\$195	\$263	\$329	\$411	\$513
4	\$141	\$247	\$334	\$417	\$521	\$652
6	\$176	\$308	\$416	\$520	\$650	\$813
8	\$211	\$369	\$499	\$623	\$779	\$974

Roll Off Pricing

Burleson			Eules			Cleburne			Kellar			Mansfield			NRH								
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton				
20 yard	150	350	40	20 yard	298	507	incl	20 yard	184	354	incl	20 yard	283	410	66*	20 yard	161	484	incl	20 yard	285	373	30
30 yard	150	550	40	30 yard	298	606	incl	30 yard	184	477	incl	30 yard	283	555	66*	30 yard	161	581	incl	30 yard	285	475	30
40 yard	150	625	40	40 yard	298	694	incl	40 yard	184	575	incl	40 yard	283	613	66*	40 yard	161	678	incl	40 yard	285	565	30
												*over 2 tons											
Roll-Off - Compactor			Roll-Off - Compactor			Roll-Off - Compactor			Roll-Off - Compactor			Roll-Off - Compactor			Roll-Off - Compactor								
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton				
30 yd	250	650	45	30 yd	neg	788	incl	30 yd	variable	619	incl	30 yd	variable	732	66*	30 yd	variable	785	incl	30 yd	variable	529	33
35 yd	250	675	45	35 yd	neg	874	incl	35 yd	variable	619	incl	35 yd	variable	766	66*	35 yd	variable	833	incl	35 yd	variable	602	33
40 yd	250	700	45	40 yd	neg	960	incl	40 yd	variable	773	incl	40 yd	variable	797	66*	40 yd	variable	775	incl	40 yd	variable	675	33
												*over 2 tons											

Roll Off Pricing

Burluson				Waxahachie				Cedar Hill				Arlington				Coppel				Grand Prairie			
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton
20 yard	150	350	40	20 yard	161	321	inc	20 yard	210	368	incl	20 yard	175	271	36	20 yard	195	361	incl	20 yard	180	198	49
30 yard	150	550	40	30 yard	161	413	inc	30 yard	210	449	incl	30 yard	200	271	36	30 yard	195	414	incl	30 yard	225	198	49
40 yard	150	625	40	40 yard	161	470	inc	40 yard	210	501	incl	40 yard	244	271	36	40 yard	195	525	incl	40 yard	276	198	49
Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor			
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton
30 yd	250	650	45	30 yd	variable	460	incl	30 yd	628	460	incl	30 yd	neg	375	36	30 yd	521	523	incl	30 yd	neg	198	49
35 yd	250	675	45	35 yd	variable	515	incl	35 yd	628	471	incl	35 yd	neg	375	36	35 yd	521	548	incl	35 yd	n/a	n/a	n/a
40 yd	250	700	45	40 yd	variable	537	incl	40 yd	628	567	incl	40 yd	neg	375	36	40 yd	521	613	incl	40 yd	neg	198	49

Considering Carts to replace bag collection

- **Garbage Containment:** The 95-gallon carts hold up to 7 kitchen bags, reducing litter, preventing animals from tearing bags, and minimizing windblown waste.
 - According to Waste Connections, residents generate an average of 45 pounds of trash weekly, equivalent to ~3 bags per household or 1.5 bags per service day (based on 15-pound bags).
- **Easy-to-Move Carts:** Designed for easy tipping and movement, eliminating the need for heavy lifting.
- **Extra Carts Available:** Residents can request additional carts if needed, offering flexibility for larger households.
- **Curbside Assistance:** Available for eligible residents (e.g., seniors or those with disabilities) who have difficulty placing carts at the curb.
- **Small Weekly Brush and Monthly Brush and Bulk:** These services will still be available to service excess brush, garbage or bulky items.

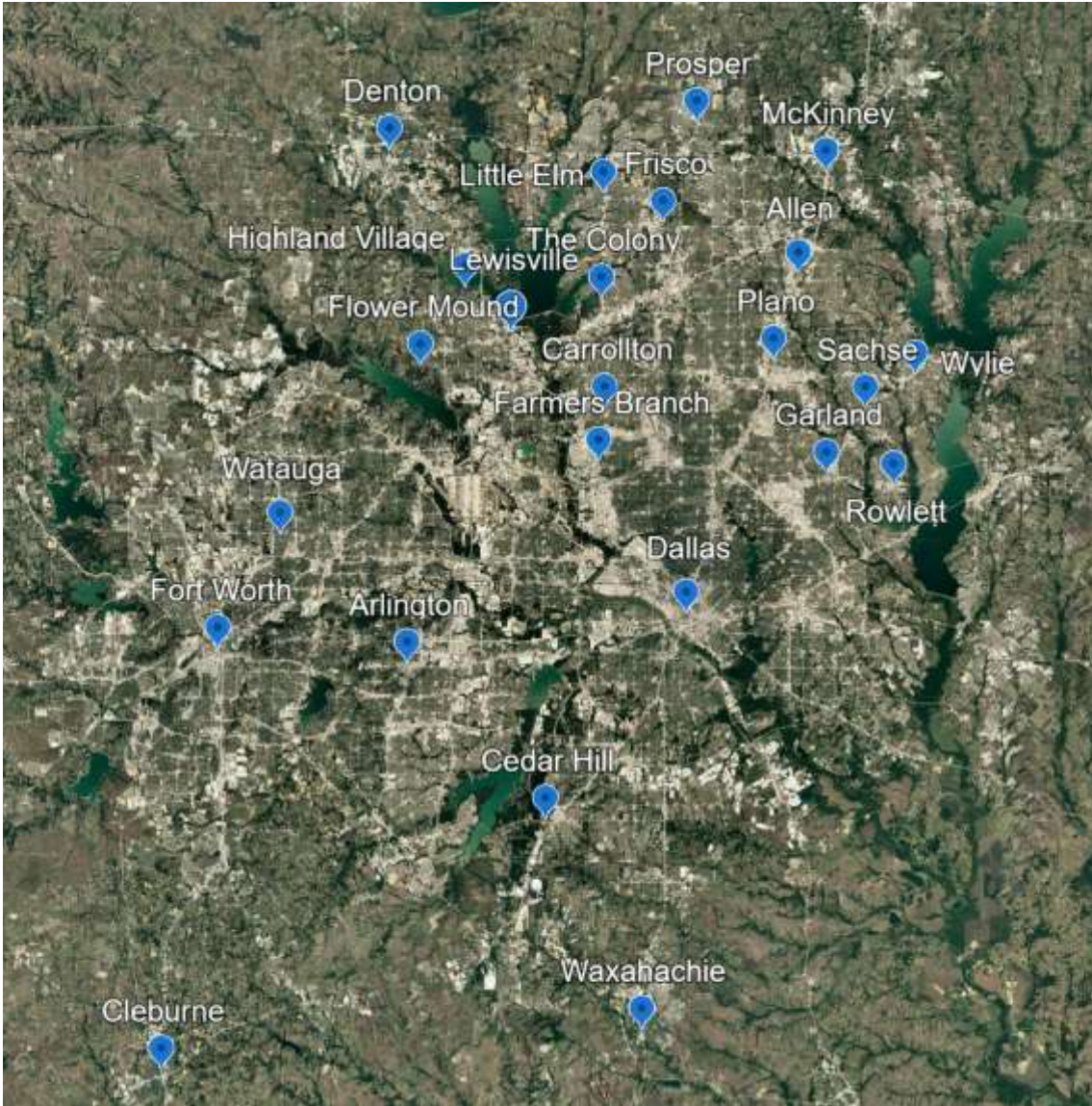
This system improves cleanliness, convenience, and accessibility for all residents.

Advantages of a closed Commercial Market from the City's perspective

- **Consistent rates for all businesses:** As the City Contract will set the baseline and eliminate the addition of other fees for commercial collection rates, and then control when future rate increases will occur.
- **Less wear and tear on streets:** By having one vendor pick up all commercial solid waste.
- **Appearance of Containers controlled by contract:** Graffiti repainting and periodic change-outs of the containers is controlled by contract any not by the vendor (wet garbage containers must be changed out every 2 ½ years).
- **Single point of contact:** For the City to ensure peak service level is maintained.

Service Comparison to North Texas Cities

City	Garbage	Commercial
Highland Village	1 x wk cart	Closed
Addison	1 x wk cart	Closed
Allen	1 x wk cart	Closed
Arlington	1 x wk cart	Closed
Cedar Hill	1 x wk cart	Closed
Cleburne	1 x wk cart	Closed
Fairview	1 x wk cart	Closed
Fate	1 x wk cart	Closed
Fort Worth	1 x wk cart	Open
Heath	1 x wk cart	Open
McKinney	1 x wk cart	Closed
Murphy	1 x wk cart	Closed
Rockwall	1 x wk cart	Closed
Rowlett	1 x wk cart	Closed
Royce City	1 x wk cart	Closed
Sachse	1 x wk cart	Closed
Seagoville	1 x wk cart	Closed
Wylie	1 x wk cart	Closed
Balch Springs	2 x wk cart	Closed
Burleson	2 x wk bags	Open
Highland Park	2 x wk bags	Open
Keller	2 x wk bags	Closed
Mineral Wells	2 x wk bags	Closed
North Richland Hills	2 x wk bags	Closed
Sunnyvale	2 x wk bags	Closed



DFW Cities with Once-a-Week Cart Collection

- Arlington
- Allen
- Carrollton
- Cedar Hill
- Cleburne
- The Colony
- Dallas
- Denton
- Farmers Branch
- Flower Mound
- Fort Worth
- Frisco
- Garland
- Highland Village
- Lewisville
- Little Elm
- McKinney
- Plano
- Prosper
- Rowlett
- Sachse
- Watauga
- Waxahachie
- Wylie

Solid Waste Rates Comparison Cities

	Burleson	Eules	NRH	Grand Prairie	Mansfield	Keller	Fort Worth	Arlington	Cedar Hill	Cleburne
Rates	\$24.23	\$25.43	\$20.32	\$19.07	\$18.49	\$19.39	\$22.75	\$20.14	\$18.24	\$16.80
Frequency	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Once Weekly	Once weekly	Once weekly	Once Weekly
Carts/Bags	Either	Either	Either	Bags	Either	Either	Cart Only	Cart Only	Cart Only	Cart Only
Commercial (Open or Closed)	Open	Closed	Closed	Closed	Closed	Closed	Open	Closed	Closed	Closed

Advantage of At-Home Household Hazardous Waste Program

- The City of Burleson currently offers an annual HHW event and a disposal location with the City of Fort Worth. (Annual cost of \$45,000).
 - The annual HHW event cannot meet current demand (City turns people away).
 - Residents have option to drive to the Fort Worth location to dispose of these items.
- WC is proposing to use a TCEQ approved sub-contractor and will offer a rate of \$1.00 per home per month (all homes will be billed regardless of participation), which is a VERY competitive rate for this service (annual cost of \$193,000).
 - By providing a **more convenient solution** to residents for household hazardous waste collection, this program will increase the participation, and the volume collected, of these materials- most of which have been stored in the garage for an average of five years.
 - The vast majority of the items collected will be reused or recycled. Each home can schedule one collection per month.
 - Reduces the potential of residents depositing of these items in regular trash collection.

Advantage of At-Home Household Hazardous Waste Program - Continued

Items accepted include:

- Used motor oil and used cooking oil (screw top lid)
- Batteries of all kinds
- Paint of all kinds
- Light bulbs of all kinds
- Household cleaners
- Aerosol cans
- Automotive fluids and fuels
- Lawn and garden items including fertilizer, pesticides and weed killers
- Pool chemicals and additives
- Vanishes, strippers, turpentine and stains
- Glues and epoxies

Note: This service is available once a month per address. Residents must call in advance to schedule.
E-waste is not included in this service.

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Harlan Jefferson, Deputy City Manager
MEETING: February 3, 2025

SUBJECT:

Receive a report, hold a discussion, and provide direction regarding the Equipment Replacement Fund (ERF) Policy, which is designed to provide financial stability to the purchase of vehicles and equipment. (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

SUMMARY:

The Equipment Replacement Fund (ERF) Policy ensures long-term financial sustainability by stabilizing budgetary impacts associated with replacing aging city vehicles and equipment. By implementing a systematic approach to funding replacements through scheduled contributions from department budgets, the city can avoid unexpected large capital outlays, thereby improving fiscal predictability. This policy also facilitates effective fleet and equipment management, ensuring that the city operates reliable, efficient vehicles and tools while minimizing maintenance costs and operational downtime. Additionally, the ERF enhances financial transparency by clearly delineating the responsibilities of departments and committees involved in equipment procurement and replacement, promoting accountability in resource management.

The ERF Policy consists of several critical components:

1. **Policy Overview** – Establishes the framework for managing and funding replacements, detailing that vehicles and equipment are owned by the ERF and allocated to user departments.
2. **Organizational Responsibilities** – Assigns roles to city departments, the Finance Committee, the Purchasing Division, the Finance Director, the City Manager, and the City Council, each responsible for specific aspects of the program, such as managing contributions, reviewing requests, and approving replacements.
3. **Replacement Request Process** – Outlines the annual process for departments to request vehicle and equipment replacements during the budget cycle, including submission and review of procurement requests by an internal committee.
4. **Replacement Criteria** – Provides guidelines for determining when items qualify for replacement based on factors like age, mileage, and condition while also allowing for exceptions in cases of excessive maintenance or total loss.
5. **Replacement Funding**—This policy defines the funding mechanism, where departments contribute to the ERF based on the estimated replacement cost and

expected useful life of each item. The policy also specifies how sale proceeds, investment income, and claims are credited to the ERF, ensuring sufficient funds are available for future replacements.

RECOMMENDATION:

Staff recommends that the City Council discuss the merits of the draft ERF policy.

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

On January 22, 2025, the Finance Committee met to discuss the ERF policy and consider making a recommendation to the City Council. The Finance Committee's recommendation is for the City Council to adopt a ERF policy.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Equipment Replacement Funds Update and Discussion

PRESENTED TO THE CITY COUNCIL ON FEBRUARY 3, 2025

Equipment Replacement Fund Purpose

- **Objective:**

Establish policy and procedures to ensure the availability of funds for replacement

- Vehicles
- Equipment

- **Key Goals:**

- Stabilize budgeting for future replacements
- Fund ERF-related purchases

- **Implementation:**

- Facilitate timely replacements and purchases
- Administer the disposition of replaced assets

Overview of Presentation

- Current Status of Equipment Replacement Funds
- Draft Policy
 - Estimated useful life update consideration
 - Options to increase funding levels to a proposed 65% to 75% range goal
 - Debt funding of equipment with replacement cost of \$300,000 or higher
 - Consideration of test case for shorter replacement of certain vehicles
 - Exclusion of non-rolling equipment except generators
- Review Next Steps
- Review Future Steps

Funding Goal

- Recommended Funding Goal of 65% to 75%
- Since replacements are made over several years, no need to reach 100%. The goal is to have adequate funding to meet annual replacement needs.
- Additional Funding Sources
 - Interest Income
 - Auction proceeds from replaced vehicle sales

Proprietary Equipment Replacement Fund

- Number of Assets – 66 (Excludes Sewer Vacuum Truck)
- Purchase Cost – \$2,970,332
- Estimated Current Funding Needed – \$3,122,637
- Estimated Funding Needed at 70% - \$2,185,846
- Estimated Fund Balance at 9/30/2024 – \$491,773
- Funded Ratio – 15.7%
- Funding Shortfall at 70% - \$1,694,073

Proprietary Equipment Replacement Fund

Recommendations

- Consider one-time transfer from Water and Wastewater Fund to bring their portion of funding to 70% (\$1,564,003)
- Current estimated working capital of Water and Wastewater Fund at 9/30/2024 - \$12,045,387 (\$14,241,182 with impact fees)
- Current estimated working capital as % of expenditures - 40%
- Would reduce Water and Wastewater Fund working capital to \$10,481,384 and require a budget amendment
- Would reduce estimated working capital as a % of expenditures to 35%
- Exclusion of non-rolling equipment except for generators

Governmental Equipment Replacement Fund

- Number of Assets – 224 (Excludes equipment over \$300,000 such as - Fire Apparatus, Ambulances, Police Command and Tactical Vehicles, and Streets Track Loader, and Street Sweeper)
- Purchase Cost – \$9,082,636
- Estimated Current Funding Needed – \$8,801,518
- Estimated Funding Needed at 70% - \$6,161,063
- Estimated Fund Balance at 9/30/2024 – \$5,161,919
- Funded Ratio – 58.6%
- Funding Shortfall at 70% - \$999,144

Replacements in excess of \$300,000



- Number of Assets – 22 (17 Primary, 5 reserve)
- Initial Purchase Cost – of Primary \$6,708,442
- Replacement cost of primary - \$10,745,336
- Does not include equipment that has been ordered, but not yet in service



One sewer vacuum truck is proposed to be replaced in 2025



Two new ambulances are proposed to be purchased in 2026



One street sweeper is proposed to be replaced in 2026



Four ambulances purchased in 2023, with replacement in 2028



One ladder truck and one brush truck for Fire Station 4 (2029)



One BearCat proposed to be replaced in 2029

Impact on Five-Year CIP

Options To Accommodate CIP Changes

- Modify the CIP to include vehicles and equipment over \$300,000 to stay within current capacity
- Increase the I&S tax rate
- More than \$8,000,000 will have to be removed from the CIP due to the accelerated debt service payments for units with a less than 20 years of useful life.
- Respond to the impact of the re-appraisal plan

General Government Five-Year CIP Plan

GO Bond Projects	2025	2026	2027	2028	2029	Total
Neighborhood Street Rebuilds	\$750,000	\$750,000	\$261,876	\$3,347,953		\$5,109,830
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
Police Expansion	\$13,607,500	\$16,409,500				\$30,017,000
SH174 Widening (Schematic & Environmental)		\$750,000				\$750,000
Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
Elk, Hillside, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
Fire Station #4			\$2,500,000		\$13,443,000	\$15,943,000
FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)			\$1,600,000			\$1,600,000
 						
Fire Station #1	\$1,100,000					\$1,100,000
Police Expansion	\$6,293,000					\$6,293,000
Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$2,815,444					\$2,815,444
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
HULEN 4-LANE EXPANSION (additional costs to GO Bond ST2502)	\$2,267,711	\$11,770,242				\$14,037,953
Elk, Hillside, & FM731- Ped. & Int. Improvements			\$705,749			\$705,749
Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
Eight Storm Sirens	\$350,000					\$350,000
Two New Ambulances		\$1,326,000				\$1,326,000
One Replacement Sweet Sweeper		\$325,000				\$325,000
Four Replacement Ambulances				\$2,652,000		\$2,652,000
One New Ladder Truck					\$2,438,197	\$2,438,197
One New Brush Truck					\$367,332	\$367,332
One Replacement BearCat					\$350,000	\$350,000
 						
Total all funding sources	\$42,206,956	\$42,012,366	\$8,706,901	\$6,999,953	\$17,598,529	\$117,524,705

Water & Sewer Five-Year CIP Plan

Water Projects	2025	2026	2027	2028	2029	Total
Waterline Rehabilitation		\$350,000	\$2,500,000	\$350,000	\$2,500,000	\$5,700,000
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$15,913,678					\$15,913,678
12" Willow Creek Waterline Looping	\$837,619					\$837,619
Hulen Ground Storage Tank Rehabilitation		\$1,506,557				\$1,506,557
8" Village Creek and 8" CR 715 Water Line Looping	\$1,177,838					\$1,177,838
Service Center Detention						\$0
Mountain Valley EST and GST Demolition		\$84,395	\$752,333			\$836,728
16" Hulen Street Waterline	\$464,889	\$5,853,180				\$6,318,069
12" Waterline Loop for Mountain Valley	\$410,248	\$1,072,813				\$1,483,061
Offsite Water Supply from Fort Worth	\$2,193,995	\$13,486,298				\$15,680,293
New AMI / AMI Implementation	\$4,500,000					\$4,500,000
Hulen Pump Station Expansion			\$391,255	\$2,804,349		\$3,195,604
New Mountain Valley 0.75 MG EST			\$475,000	\$3,200,000		\$3,675,000
New 2023 W Masterplan Projects for Design			\$775,000	\$1,300,000		\$2,075,000
New 2023 W Masterplan Projects for Construction				\$3,300,000	\$3,500,000	\$6,800,000
Turkey Peak Elevated Storage Tank Rehabilitation			\$200,211	\$1,437,171		\$1,637,382
Hidden Creek Pkwy Tank Rehab			\$499,993			\$499,993
12" Water Line from Wilshire to John Jones (Future Hulen)				\$256,361	\$1,068,516	\$1,324,877
TOTAL	\$25,498,267	\$22,353,243	\$5,593,792	\$12,647,881	\$7,068,516	\$73,161,699

Sewer Projects	2025	2026	2027	2028	2029	Total
Sewer Line Rehabilitation		\$500,000	\$3,500,000	\$500,000	\$3,500,000	\$8,000,000
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$344,794	\$20,178,034				\$20,522,828
Lift Station Rehabilitations						\$0
SE Tarrant Sewer Erosion Control (aka Sewer Line Protection- Booger Creek Imp.)						\$0
Sewer Line Easement Acquisition- Mockingbird to CR913						\$0
New AMI / AMI Implementation	\$3,000,000					\$3,000,000
New 2023 W Masterplan Projects for Design		\$950,000	\$1,600,000	\$1,300,000		\$3,850,000
New 2023 W Masterplan Projects for Construction			\$5,500,000	\$3,500,000	\$7,350,000	\$16,350,000
Parkview Dr Sewer Upsizing to 10"	\$139,285	\$1,000,558	\$0			\$1,139,843
12" Wastewater line Replacement in Village Creek Basin (Golf Course)	\$178,491	\$1,281,348				\$1,459,839
Sewer Vacuum Truck	\$518,000					\$518,000
TOTAL	\$4,180,570	\$23,909,940	\$10,600,000	\$5,300,000	\$10,850,000	\$54,840,510

Total Water and Sewer Bond Funding	\$29,678,837	\$46,263,183	\$16,193,792	\$17,947,881	\$17,918,516	\$128,002,209
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Governmental Equipment Replacement Fund

Recommendations

- Set contribution levels beginning with FY 25-26 budget to bring funding level to 70% over five years
- Consider pilot program of potential early replacement
- Continue to fund Fire Apparatus, Ambulances, Police Command and Tactical Vehicles and Streets large equipment with debt (term of debt tied to life of asset)
- Exclusion of non-rolling equipment, except generators

Review of Current Useful Life Estimates

- Staff recommends review of estimated useful life tables of vehicles and equipment
- Coordinate review with external auditors
- After internal review by staff and external auditor, return to the City Council to update useful life tables

Test Case of Shorter Replacement Cycle for Certain Vehicles

- Cities receive a governmental discount for vehicle purchases
- General annual mileage (excluding police Tahoe's) is relatively low
- Resale value in 3-4 years from purchase can be close to purchase price (due to discount)
- Maintenance cost low due to warranty
- Consider a test case to sell 3-5 newer vehicles and analyze life cycle costs

Potential Early Replacement Test Cases

Asset #	Vehicle	Department	Purchase Date	Purchase Cost	Current on-line sales price range	Estimated Replacement Cost
923	2022 Chevy Equinox	Police	9/15/2022	\$ 23,442	\$17,500- \$21,600	\$ 32,320
924	2022 Chevy Equinox	Police	9/15/2022	\$ 23,442	\$17,500- \$21,600	\$ 32,320
856	2021 Chevy Silverado 1500	Police	7/15/2021	\$ 41,974	\$36,000 - \$40,000	\$ 50,240
860	2020 Chevy Silverado 3500	Streets	5/19/2022	\$ 45,197	\$39,000 - \$44,000	\$ 73,346
861	2020 Chevy Silverado 3500	Streets	5/19/2022	\$ 45,197	\$39,000 - \$44,000	\$ 73,346
840	2020 Chevy Silverado 3500	Streets	8/14/2020	\$ 44,680	\$39,000 - \$44,000	\$ 73,346

Consideration of Recommendations

- Consideration of Equipment Replacement Funds Policy
- Budget amendment for Water and Wastewater Fund to bring Proprietary Equipment Replacement Fund to 70% of Water Portion
- Five-year goal to bring Governmental Equipment Replacement Fund to 70%
- Continue to replace assets over \$300,000 from debt (Fire apparatus, Ambulances, Police Command and Tactical vehicles, Streets Large Equipment and Sewer vacuum truck)
- Staff review of equipment and vehicle useful life tables
- Potential early vehicle replacement test cases
- Order replacement units in June (cost savings buying current year models and sooner delivery of units)

Next Steps

February 3rd Council Meeting - Consideration of the purchase of two ambulances

February 3rd Council Meeting - Consideration of the purchase of a sewer vacuum truck

February 17th Council Meeting - Consideration of ERF Policy

Summer of 2025 – Amend the CIP and/or I&S tax rate to accommodate the inclusion of the vehicles and equipment to the CIP



Future Steps



Consider the merits of an extended warranty program



Amend the CIP during the budget process to accommodate:

- Additional equipment over \$300,000
- Capital cost increases
- Other capital projects



Evaluate the budgeting strategy of the following categories:

- Computer Equipment
- Fire Equipment
- Fitness Equipment

QUESTIONS/COMMENTS

EQUIPMENT REPLACEMENT FUND PROGRAM

The purpose of the City's Equipment Replacement Fund (ERF) Program is to establish policy and procedures to ensure that adequate funds will be available to purchase replacement vehicles and equipment, and to fund the ERF related to the purchases, thereby stabilizing the budgeting for future year replacements. Also, to provide for such replacements and purchases, and administer the disposition of the replaced vehicles and equipment.

SECTION 1: POLICY

A. Policy Overview

1. All fleet vehicles and equipment will be owned by the ERF and assigned to the user departments.
2. All user departments will be charged a monthly replacement fee for each item allocated for their use from the ERF. Such a fee will provide funds to purchase future replacement vehicles and equipment.
3. All items replaced will be surrendered simultaneously with the acquisition of the replacement. A determination will be made prior to the acquisition regarding the disposition of the item being replaced.
4. Proceeds for replaced items sold as surplus property will be credited to the ERF.
5. The ERF is for the purchase and replacement of vehicles and equipment. New items, additions and/or upgrades may be requested by departments during the budget process. If approved, items will be added to the ERF after acquisition, and the monthly replacement fee for units will be assessed accordingly.

SECTION 2: ORGANIZATIONAL RESPONSIBILITIES

Throughout the process, it is critical that City staff works together to ensure that requirements are met, and that the City of Burleson achieves the identified goal that created the need for this funding mechanism.

A. City Departments

Departments operating vehicles and equipment are responsible for:

1. contributing monthly to the ERF according to this policy;
2. requesting replacement units during the annual budget process; and
3. appointing members to the internal vehicle and equipment review committee.

The internal review committee for vehicles and equipment is comprised of a Purchasing Division staff, Fleet Division staff, the Finance Director, and one representative from each user department with a vehicle/equipment unit in the ERF Fund. The user department representatives are appointed by their respective department heads.

Committee duties include:

- a. reviewing the Vehicle and Equipment Procurement Request Forms submitted annually for both scheduled and unscheduled replacements, identifying the items warranting replacement per this policy, and prioritizing these items for budgetary consideration;
- b. making recommendations regarding departmental requests to purchase used vehicles or equipment from the ERF; and
- c. recommending revisions to the replacement criteria.

B. City Council Finance Committee

The City Council Finance Committee is responsible for reviewing staff recommendations on behalf of the City Council. The purpose and scope of the committee is defined below. The Council Finance Committee is comprised of Councilmembers appointed by the City Council.

Committee duties include:

- a. periodically reviewing and making recommendations to the City's ERF as it relates to the acquisition, replacement and upgrading of the City's vehicles and equipment for recommendation in the budget development process.

C. Purchasing Division

The Purchasing Division is responsible for maintaining the ERF Policy, maintaining updated replacement schedules for vehicles and equipment, and for overseeing the activities of the ERF Committee for vehicles and equipment. The Purchasing Division also coordinates with user departments to facilitate individual replacements.

D. Finance Director

The Finance Director is responsible for managing the ERF, setting the annual budget for vehicle equipment replacements, and reviewing and proposing modifications and/or replacement lists based on budgetary constraints.

E. City Manager

The City Manager is responsible for reviewing and deciding departmental requests to purchase retired items from the ERF, approving proposed replacement units to be recommended to the Council Finance Committee and overseeing the activities of the ERF committee.

F. City Council

The City Council reviews and approves the list of proposed replacements, and the amount of annual contributions to the ERF during the budget development process each year.

SECTION 3: REPLACEMENT REQUEST PROCESS

Departments will complete a Vehicle and Equipment Procurement Request Form to initiate the replacement process. Requests must be submitted annually during the budget process. If the requested unit is not scheduled for replacement, the user department will provide additional justification and support for the request. The internal vehicle and equipment review committee will meet to review all requested replacements.

SECTION 4: REPLACEMENT CRITERIA

The Vehicle/Equipment Replacement Criteria (Exhibit A) identifies the estimated life expectancy of the City's vehicles and equipment. Age and mileage or hours are the primary criteria for replacement. The criterion is only intended as a guide for the replacement decision; items meeting or exceeding the criteria are not automatically approved for replacement. Meeting the criteria makes a unit eligible for replacement, but still subject to additional scrutiny, considering items such as physical condition, resale value, etc. Also, items that do not meet the criteria may still be eligible for early replacement for reasons like excessive maintenance costs, or a total loss declaration by the City's insurer.

SECTION 5: REPLACEMENT FUNDING

The ERF is an internal service fund used to account for the replacement of City's vehicles and equipment. Contributions are made to the ERF based on a replacement schedule for each item. Departments using vehicles and equipment will contribute funds from their operational budget into the ERF; these contributions are then used to replace the items which mitigate the impact on the operating budget. The amount of the annual contribution for each item is determined as follows:

CONTRIBUTION = ITEM REPLACEMENT PRICE / EXPECTED USEFUL LIFE

Example: Chevrolet Tahoe purchased for Police Department: \$60,000*
 Expected useful life: 5 years
 Contribution = (\$60,000/5) = \$12,000/year

*Acquisition price is inclusive of all after-market installations required to place the unit into operation. The replacement costs are updated on a regular basis and the contributions are adjusted accordingly.

The annual contribution amount is divided by twelve (12) for monthly transfers from the department's budget to the ERF via journal entry. Proposed ERF transactions are reviewed and approved as part of the City's annual operating budget process.

1. Proceeds from sold vehicles will be credited to the ERF, as will income earned from investment of ERF balances and all claims paid on ERF items.
2. The funding level goal of the ERF is to reach and maintain 65% to 75%.
3. Vehicles and equipment with a replacement cost greater than \$300,000 will be funded by the issuance of certificates of obligation, and the debt service payment will not exceed the unit's useful life.

4. If a department's item reaches its expected useful life but continues in service, the department will not be required to make additional contributions for that unit.
5. In the event that City Manager approval is received to purchase a retired or replaced item from the ERF, the purchase price shall be ten percent (10%) of the original cost of the item or estimated sale price (whichever is greater). This amount is intended to compensate for the loss of sale proceeds that would otherwise be deposited in the ERF. The retained item will be removed from the ERF and will not be funded for future replacement.
6. In the event that a user department has not contributed enough over the life of an item to cover the cost of its replacement, the difference in funding may be derived from:
 - a. savings on other items being replaced according to this policy in the same department; and/or
 - b. funds available from total ERF balance of contributions made by the department, with the difference to be accounted for during the annual review; and/or
 - c. funds available in the department's operating budget, which shall be transferred to the ERF to fund the entire replacement cost.

This section applies to replacement items that are different in nature and more costly than the items to be replaced. It does not apply to increased costs resulting from inflation.

7. Replacement contributions will be discontinued for units sold or retired before the expiration of their useful life.
8. The acquisition price for ERF items will be reviewed on an annual basis during the budget development process and adjusted accordingly to reflect current market prices. This may result in an adjustment to the annual contributions in order to accommodate future replacement costs.

The City of Burlison Equipment Replacement Fund (ERF) Program was revised and adopted the day of _____, 2025.

Tommy Ludwig, City Manager

Exhibit A - Vehicle Equipment Replacement Criteria

The following schedule is a base guideline for vehicle and equipment replacement and is NOT absolute criteria for replacement. Vehicle depreciation, age, meter (mileage or hours), mechanical condition, maintainability/reliability, maintenance cost, and safety will impact the decision to replace or retain them.

Type of Vehicle	Years	Miles	Hours
Aerial Bucket Trucks	8	100,000	6,000
Air Compressors (trailer-mounted)	15	N/A	7,500
Ambulances	5	150,000	N/A
Backhoes	10	N/A	7,500
Backhoes, Tractor (Track hoes)	10	N/A	7,000
Bearcat	20	N/A	N/A
Boats	10	N/A	N/A
Bush Truck	8	125,000	N/A
Chippers	7	N/A	7,500
Command Vehicle	20	N/A	N/A
Crack Sealer	15	N/A	6,000
Cranes, Ditchers and Trenchers	10	N/A	7,000
Dozers	15	N/A	7,000
Excavators – Mini = 10 large = 15	10/15	N/A	7,000
Fire Engines, Pumper Tanks and Quints	18	N/A	N/A
Forklift	15	N/A	7,500
Generators	15	N/A	N/A
Hydraulic Hammers	10	N/A	7,000
Infield Groomer	5	N/A	4,000
Loaders with Tires or Tracks	10	N/A	10,000
Medcat	20	N/A	N/A
Medical UTV	10	N/A	N/A
Motor Graders	15	N/A	7,000
Mower, Attachments	15	N/A	N/A
Mowers, Riding	5	N/A	4,000
Sand Spreader Inserts	10	N/A	N/A
Sedans (including Police CID) and Staff Vehicles	8	125,000	N/A
Sedans, Full-Size (Pursuit Rated)	4	125,000	N/A
Sedans, Mid-Size (Pursuit Rated)	4	100,000	N/A
Street Rollers	15	N/A	6,000
Stump Cutter	6	N/A	6,000
SUV (Field)	8	125,000	N/A
SUV (Staff)	8	125,000	N/A
SUV (Pursuit Rated)	5	125,000	N/A
Trailers (Bed, Cargo, Livestock, etc.) Message Boards	10/15	N/A	N/A
Trucks, Dump, 6 and 12 Yards	12	100,000	7,000
Trucks, Flushing	12	100,000	7,000
Trucks, Pickup (Field 1 ton and under)	8	125,000	N/A
Turf Vehicles	5	N/A	4,500
Vans (Cargo, Passenger, Field/Staff)	8	125,000	N/A

City Council Regular Meeting

DEPARTMENT: Fire/EMS Department
FROM: Casey Davis, Fire Chief
MEETING: February 3, 2025

SUBJECT:

Consider and take possible action a contract with Southern Emergency & Rescue Vehicle Sales for the purchase of two Horton 603 Type I Ambulances through a cooperative purchasing agreement with BuyBoard Vendor Contract #745-24, for a cost of \$832,659.93. (Staff Contact: Casey Davis, Fire Chief)

SUMMARY:

The purchase of two ambulances is essential to enhance Burleson Fire/EMS's service capacity. Both units will be placed into service upon delivery, enabling the department to staff a fourth ambulance and add a much-needed reserve unit to the fleet. One unit will be designated as a future frontline MICU (Mobile Intensive Care Unit) transport vehicle, with its deployment timeline—whether part-time or full-time—guided by UHU% (Unit Hour Utilization) metrics. This will drive how and when we begin running a fourth ambulance as a permanent part of our fleet. The second unit will be placed into frontline service, allowing an existing unit to transition into a reserve role. This will help ensure continued reliability and bolster the department's EMS readiness and response.

The chassis and ambulance boxes will be procured through Southern Emergency & Rescue Vehicle Sales. In partnership with the City's Fleet Services, Technology Department, and third-party vendors, Burleson Fire/EMS will manage the acquisition and installation of all required equipment. The total estimated cost for two fully equipped units is \$1,325,292.

Additionally, the department has applied for the Assistance to Firefighters Grant (AFG) as a potential funding source for this purchase. However, grant approval is not guaranteed, and we do not expect a response until September 2025.

We respectfully request that Council approve the funding for this purchase to ensure timely procurement, with the understanding that grant funding, if awarded, may reduce the overall cost.

RECOMMENDATION:

Staff recommends approval

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

On 11-18-2024, the Council received a report and engaged in a discussion to provide staff with direction. The Council expressed support for the identified need and indicated interest in exploring the option of issuing debt to fund the purchase of two new ambulances.

FISCAL IMPACT:

Proposed Expenditure/Revenue: Expenditure
Account Number(s): 4262202-70025

STAFF CONTACT:

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



Ambulance Purchase

CITY COUNCIL PRESENTATION

FEBRUARY 3, 2025



Ambulance Transport: *First-Year Overview*

Key Achievements:

- Successful Fire Crew Transition
- *Operational Impact:* Responded to 6,921 medical calls; high Unit Hour Utilization (Slide 9)
- *Improved Outcomes:* Faster response times, better patient care continuity
- *Efficiency:* Dual-role firefighter/paramedics increased operational effectiveness

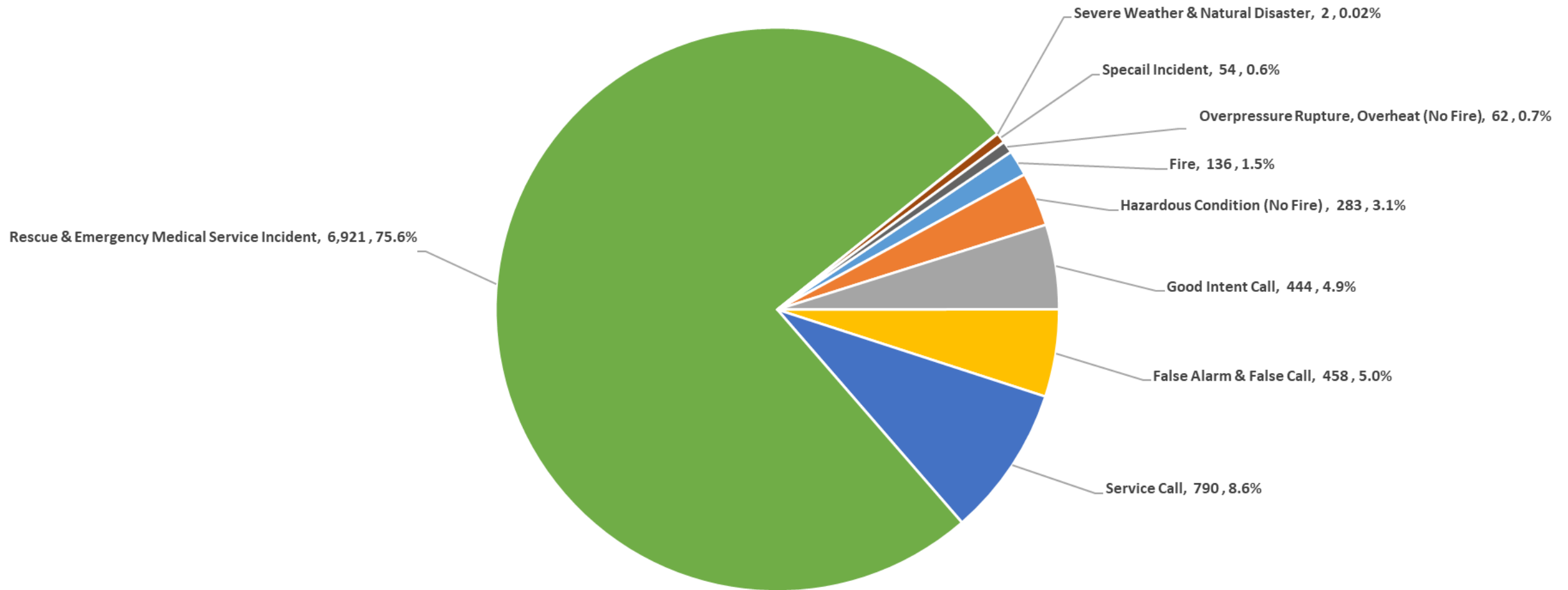
Challenges:

- Call Volume continues to out-pace our population growth, and annual call volume has more than doubled over the last 5 years
- Currently dependent upon partnership with CareLite for interfacility transfers and backup 911 responses
- Fleet Capacity: Only 3 frontline ambulances; reliance on mutual aid during peak periods
- Increased call volume translating into more frequent schedule service and unscheduled maintenance resulting in additional fleet down time
- Conclusion: Our first year highlights the *success* of the service but underscores the *need* for additional ambulances to maintain service quality and meet growing demand

Annual Call Volume

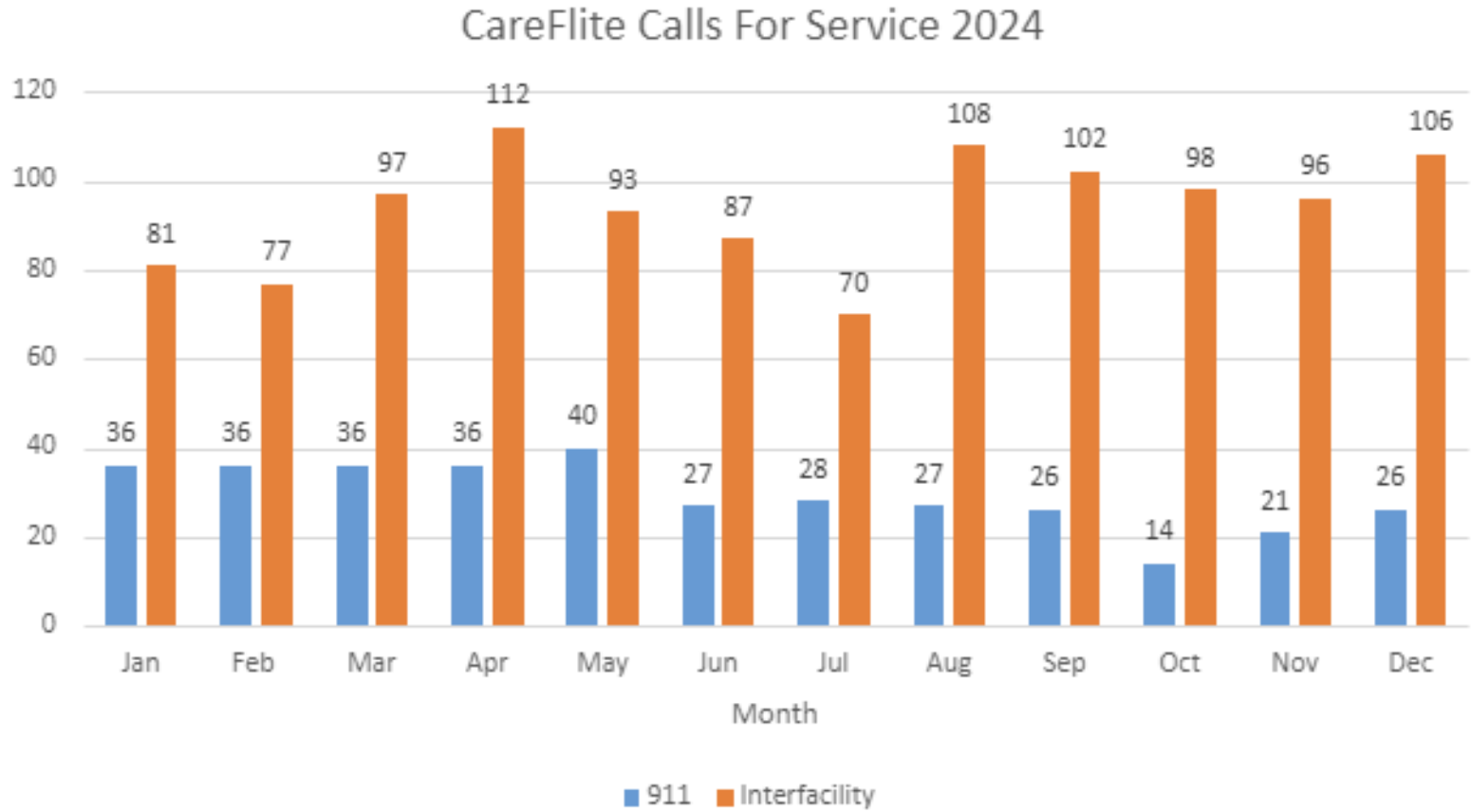


Calls by Type, Count and Percentage



CareFlite Automatic Aid (2024)

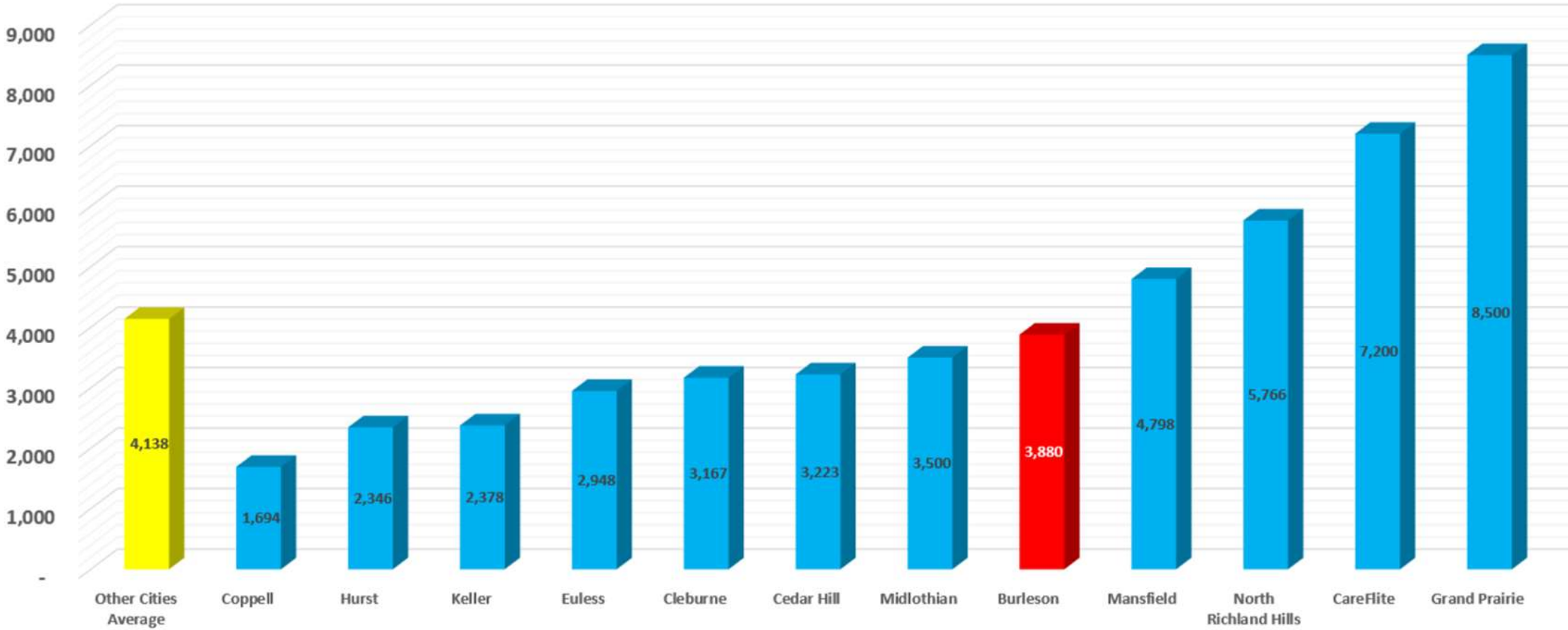
- 911 Emergency Calls: 353
- Interfacility Transports: 1,127
- Total Calls: 1,480



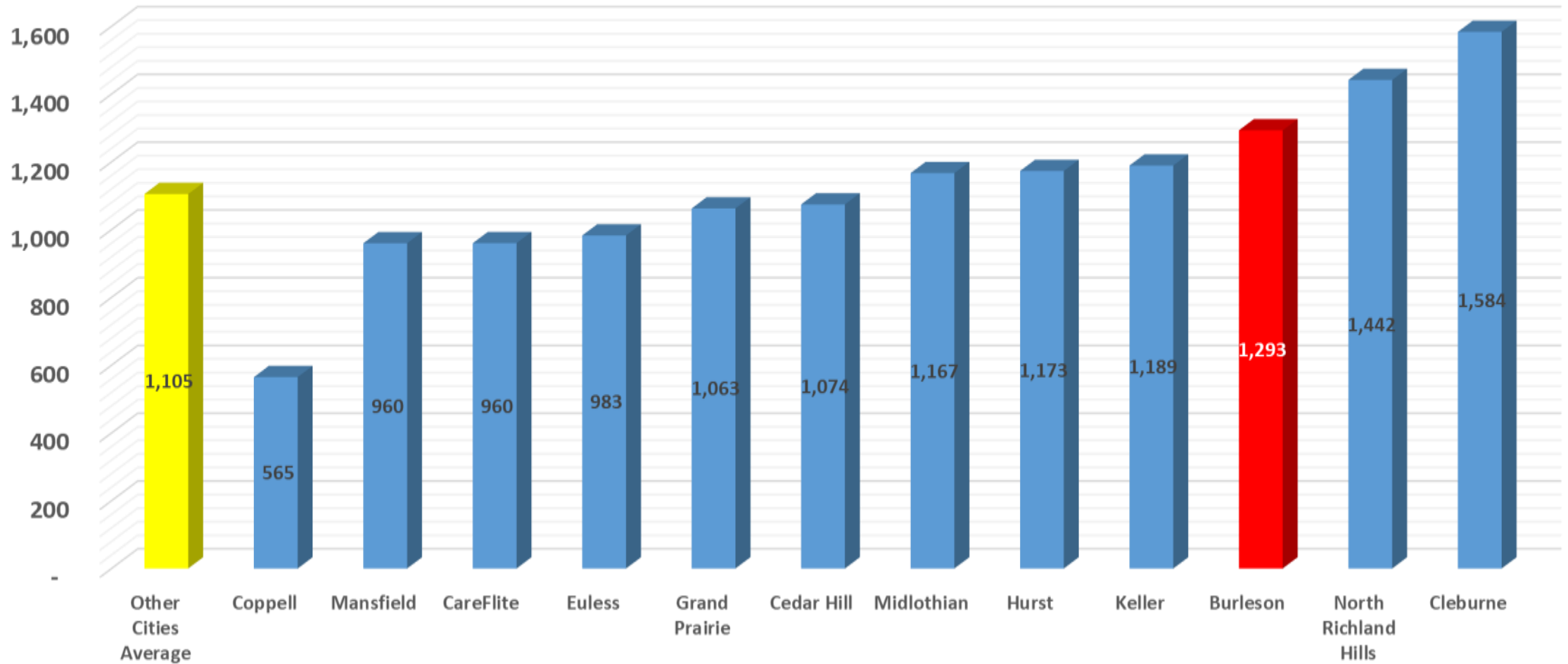
City	# Front-line Amb.	# of Reserve Amb.	Transport Volume	Transport Volume per Amb	# of Station Posting Locations
Cedar Hill	3.0	1.0	3,223	1,074	4.0
Cleburne	2.0	3.0	3,167	1,584	3.0
Coppell	3.0	1.0	1,694	555	4.0
Eules	3.0	2.0	2,948	982	3.0
Grand Prairie	8.0	4.0	8,500	1,062	10.0
Hurst	2.0	2.0	2,346	1,173	3.0
Keller	2.0	1.0	2,378	1,189	3.0
Mansfield	5.0	3.0	4,798	960	5.0
Midlothian	3.0	2.0	3,500	1,167	3.0
North Richland Hills	4.0	3.0	5,766	1,441	5.0
The Colony	3.0	NOT REPORTED	NOT REPORTED	NOT REPORTED	5.0
CareFlite	7.5	7.5	7,200	960	8.0
Burleson	3.0	1.0	3,880	1,293	3.0
Average	3.7	2.3	4,124	1,122	4.5

Comparable Cities

Comparative Cities Annual Transport Volume

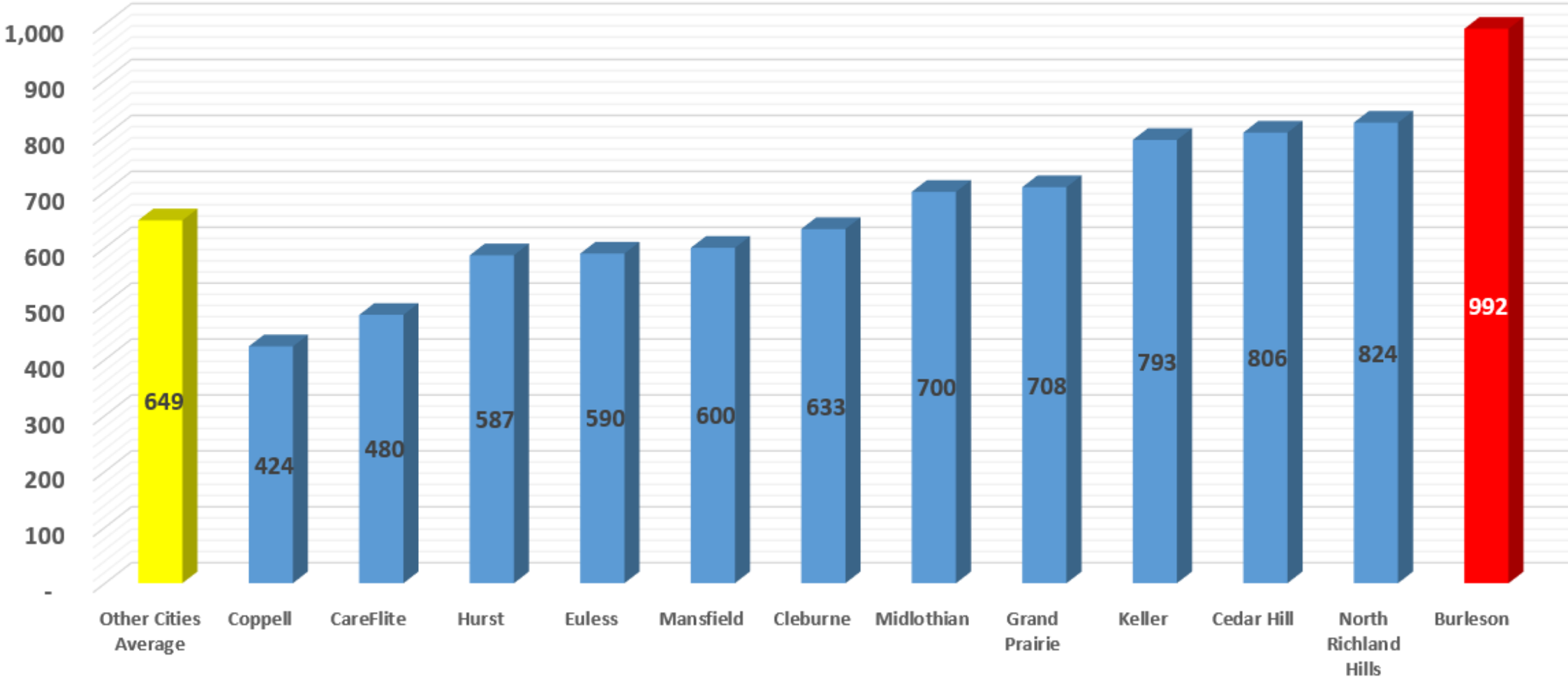


Comparative Cities Transports with Front Line Unit Count



Comparative Cities

Transports with Front Line and Reserve Unit Count





Reserve Capacity

- **Current Ambulance Capacity is 1 Reserve for 3 Front Line**
- **Addition Capacity is Required to Ensure Uninterrupted Service**

Increased Capacity Improves Service

- **Maintenance & Repairs:** Ensures ambulances can undergo routine maintenance without disrupting service
- **Mechanical Failures or Damage:** Provides backup in case front-line ambulances break down or are damaged
- **Surge in Call Volume:** Handles increased demand during major incidents, disasters, or public health emergencies
- **Special Events or Standby Coverage:** Allows standby coverage for events without impacting emergency readiness
- **Training & Equipment Testing:** Enables training and testing without taking primary ambulances out of service
- **Redundancy for Emergency Preparedness:** Ensures uninterrupted service during unpredictable events or crises
- **Backup Equipment:** Reserve ambulances carry essential equipment, providing immediate replacements if first-out units experience equipment failure

Key Ambulance System Indicators

Average per Unit Transport Volume < 1,500

- Current Transports Calendar 2024 - 3,880 Average 1,293 per Unit

Unit Hour Utilization (UHU) < 30%

Current UHU

- Medic 1 23%
- Careflite 22%
- Medic 16 18%
- Medic 3 16%

Unit Hour Utilization (UHU) without Careflite (3 Units)

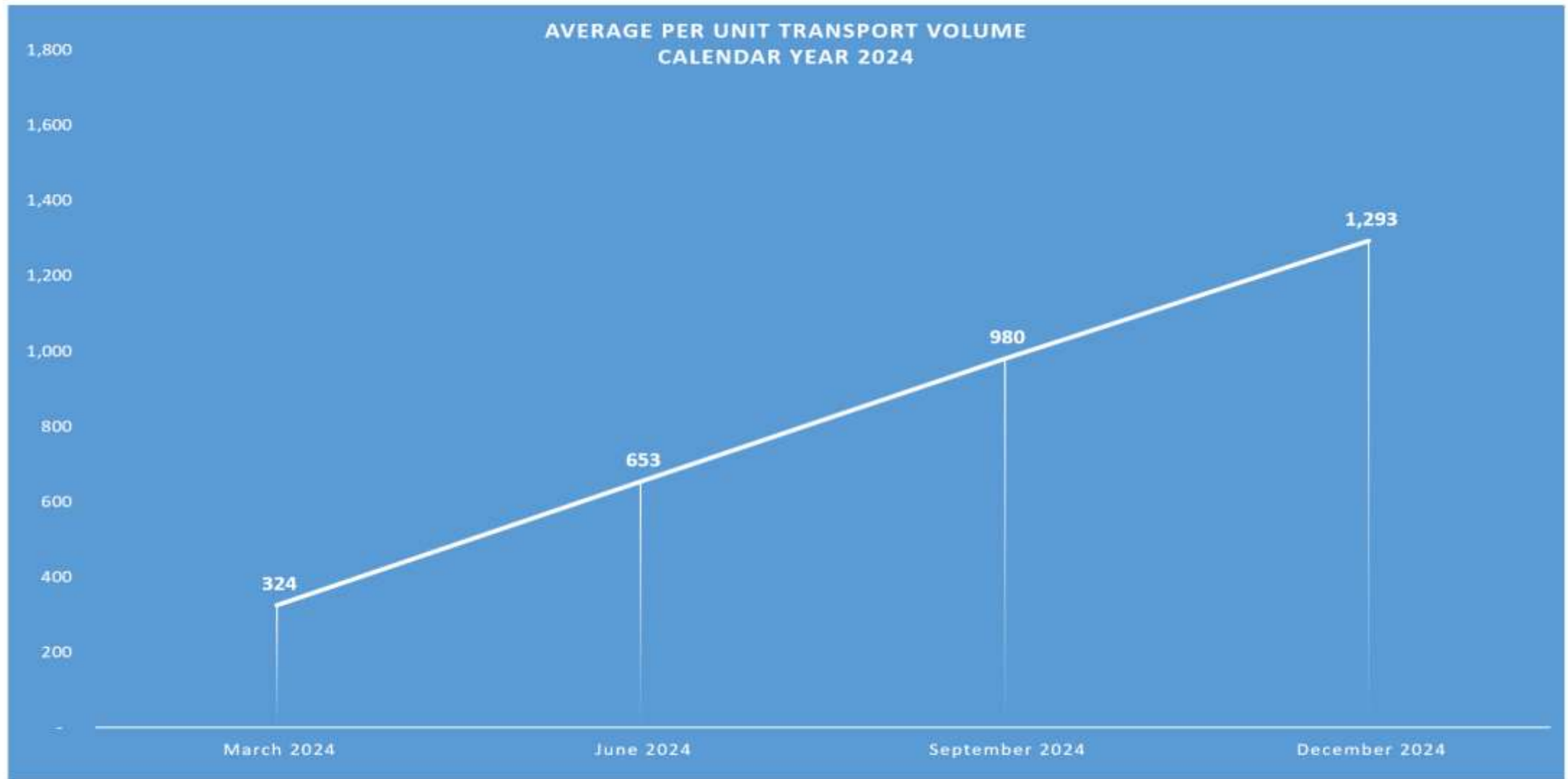
- Medic 1, 3, 16 - 26%

Average Unit Dispatched to In-Service < 60

- Current Calendar 2024 Average = 51 Minutes 24 Seconds

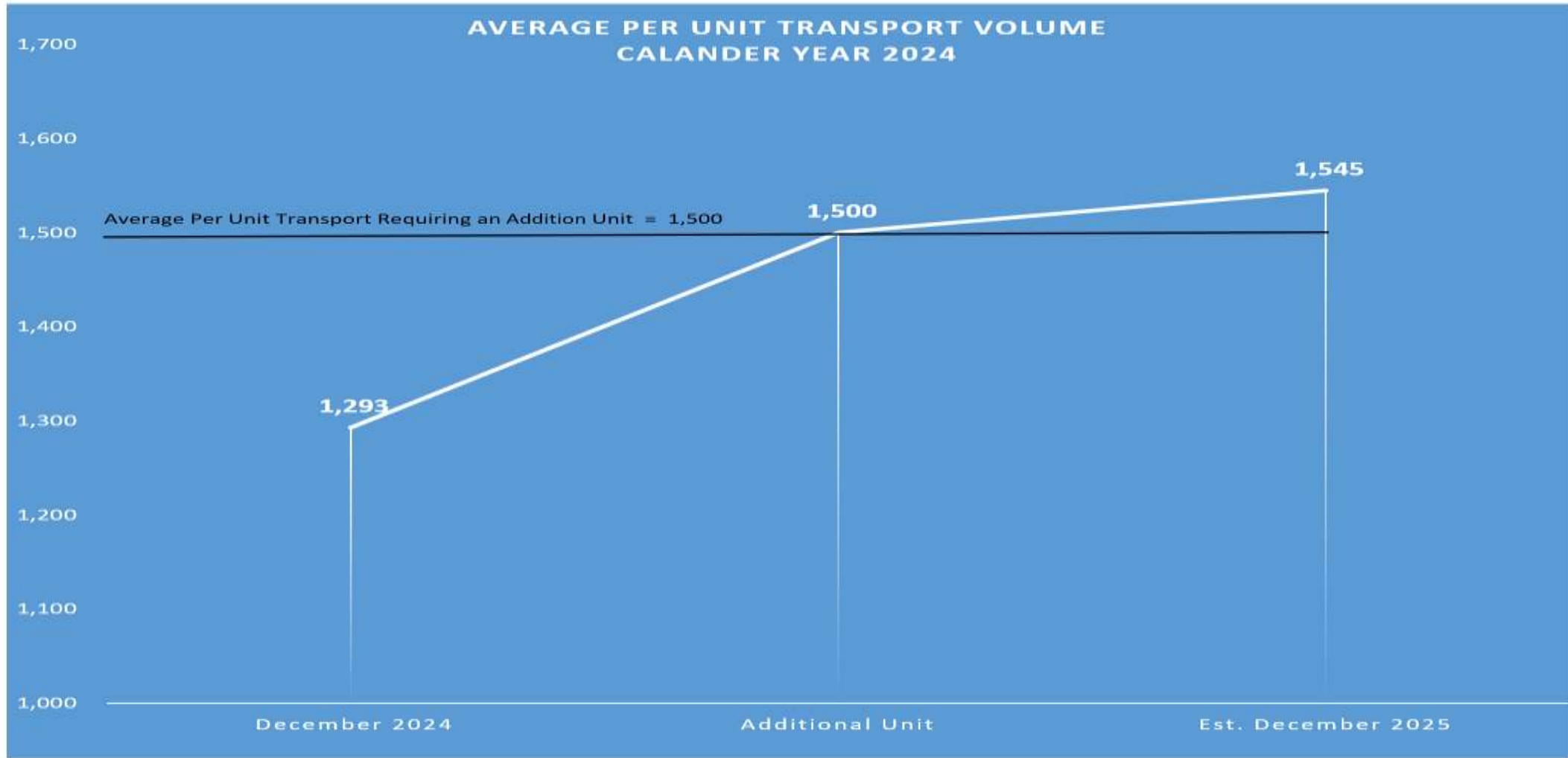
Source: Fitch and Associates UHU < 30% industry standard

UHU: Unit Hour Utilization, percentage of time during a shift that firefighters are assigned to an incident



Notes:

- Program growth 1Q24 324 to 4Q24 1,293
- Volume covered with 3 front line units



Notes:

- Year one Unit Transport Volume at 1,293
- Threshold for an additional front line unit is 1,500
- 16% increase (1,500) with transport volume will trigger the requirement for an additional front line unit
- **Total call volume** has experienced 19% year over year growth - Transport Volume estimated at 1,545

Recap: Need for Additional Ambulances

Long Lead Time for Delivery:

- If ordered in February 2025, delivery will take over a year.
- Delaying the order or choosing another vendor would extend the wait to two years plus.

Growing Demand for Ambulance Services:

- Call volume increased by 22% over the past year and has more than doubled in five years.
- Demand is outpacing population growth, creating an urgent need for additional resources.

Capacity Concerns:

- With current growth trends, a 4th ambulance will soon be essential to meet service demand.
- Having adequate fleet size will allow us to keep pace with unpredictable call volume increases.
- If CareFlite were to exit the current system, UHU would rise to 26%. According to Fitch & Associates, additional capacity should be considered before UHU reaches 30%.

Insufficient Reserve Capacity:

- Currently, only one reserve ambulance is available, which risks service reliability.
- Additional reserves reduce the risk of service gaps due to accidents, breakdowns, or maintenance needs.

Reserve Equipment Availability:

- Increasing fleet size provides a necessary buffer to ensure continuous service even when equipment goes out of service.

Flexible Payment Timing:

- No payment required until ambulances are delivered, easing immediate financial impact.



Proposal Consideration

Consider purchase of 2 Ford F550 4X4 Horton 603 Type I Ambulances

1-Unit to serve as a future front line MICU transportation vehicle, timeline to be guided by UHU %

1- Unit to provide redundancy for reserve capacity

Purchase from: Southern Emergency & Rescue Vehicle Sales through a cooperative purchasing agreement with Buyboard in the amount of \$832,660

Fire/EMS will collaborate with Fleet, Technology and third party with the acquisition and installation of equipment. The total estimated cost of two fully equipped unit is \$1,325,292

Key Features/Specifications

Spacious 14-Foot Patient Compartment: Thoughtfully designed to provide medical staff with ample room for effective maneuvering and critical patient care.

Advanced Rear Suspension System: Equipped with a LiquidSpring self-contained hydraulic suspension for enhanced safety and a smoother, more stable ride, ensuring comfort for both patients and crew.

Integrated Anti-Theft Security Features: Built-in safeguards to prevent unauthorized access and protect vital equipment.

360-Degree Camera System: Delivers full exterior visibility, enhancing safety and situational awareness during operations.

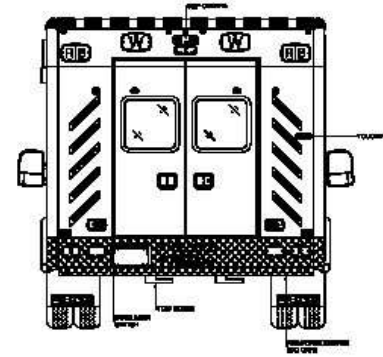
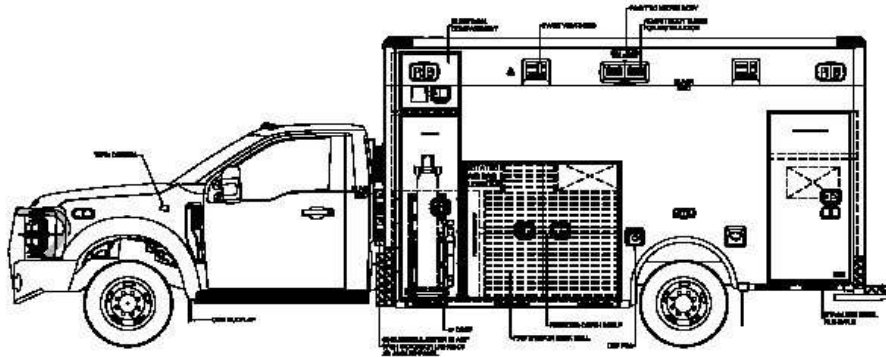
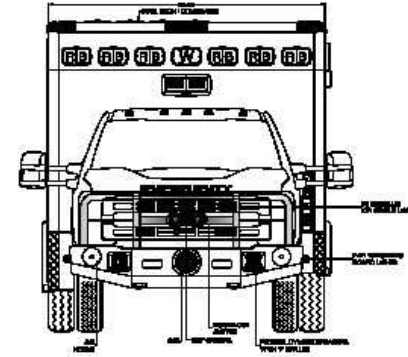
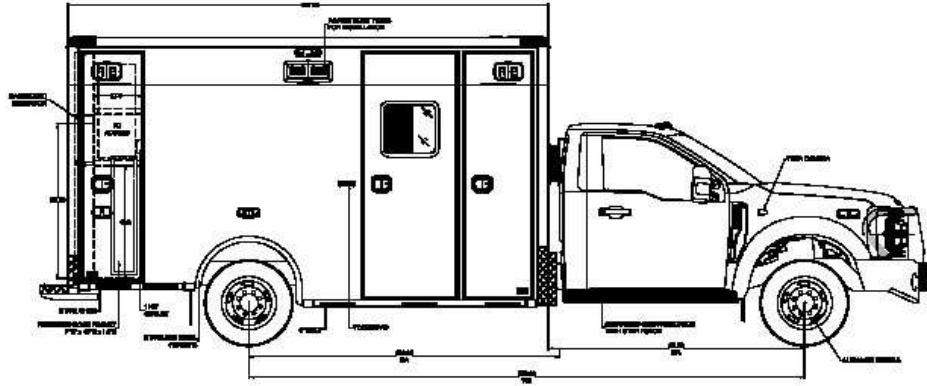
High-Performance Climate Control: The combination of a CoolTech Roof A/C, Danhard A/C system, and advanced insulation ensures superior temperature regulation, even in extreme heat.

Oxygen Bottle Lift Assistance: Ergonomically designed lift system improves safety by reducing the physical strain of loading heavy oxygen cylinders.

Dedicated Storage Solutions: Provides organized and secure storage for essential firefighting tools, SCBA, and personal protective equipment (PPE).

Future-Ready Remountable Module Design: Built with remounting capability in mind, allowing for long-term cost savings and operational efficiency.

603 PASS THROUGH
FORD CHASSIS



NOTE: DIMENSIONS ARE FOR GRAPHICAL REPRESENTATION ONLY. DIMENSIONS ARE APPROXIMATE & MAY VARY DURING CONSTRUCTION.

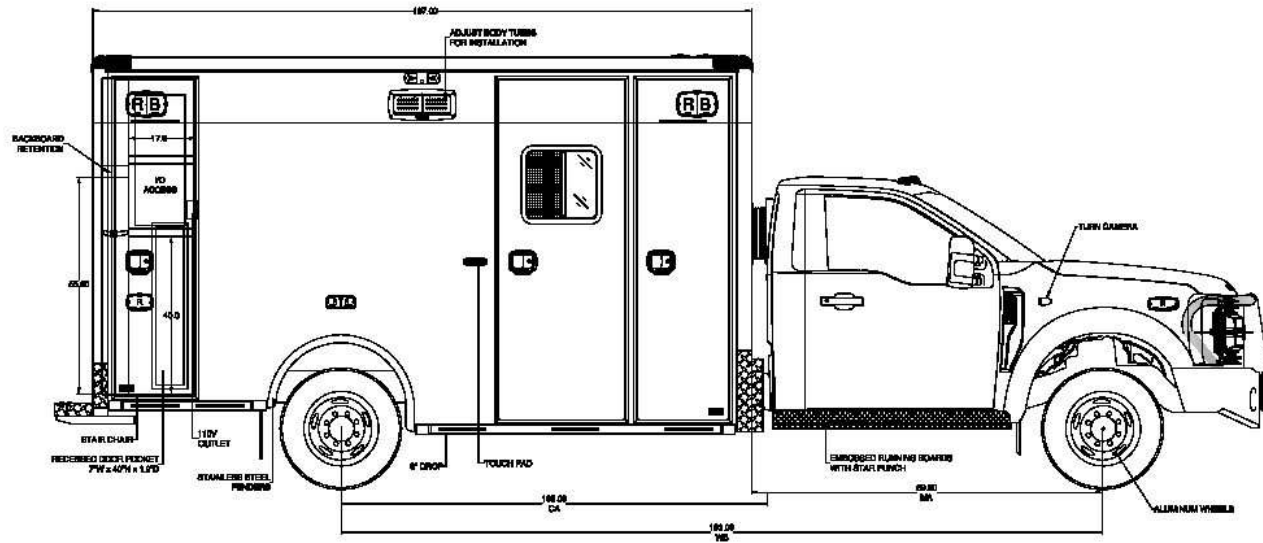
SPECIFICATION DRAWING

BURLESON FIRE/EMS

9036

Horizon REV.
DRAWN BY: CMB 10500

603 PASS THROUGH
FORD CHASSIS

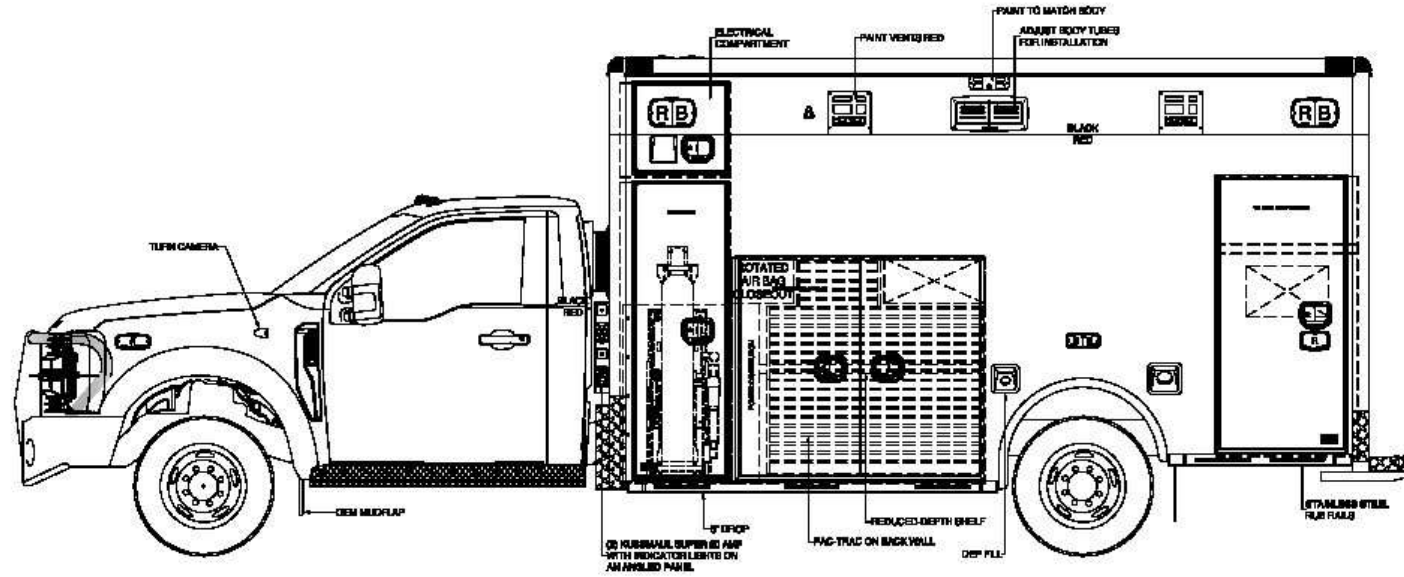


COMPT	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
CB REAR	83.70	80.13	20.36	16.09	79.16
CB FWD			22.12		86.16

NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY. DIMENSIONS ARE APPROXIMATE & MAY VARY DURING CONSTRUCTION.

SPECIFICATION DRAWING

603 PASS THROUGH FORD CHASSIS

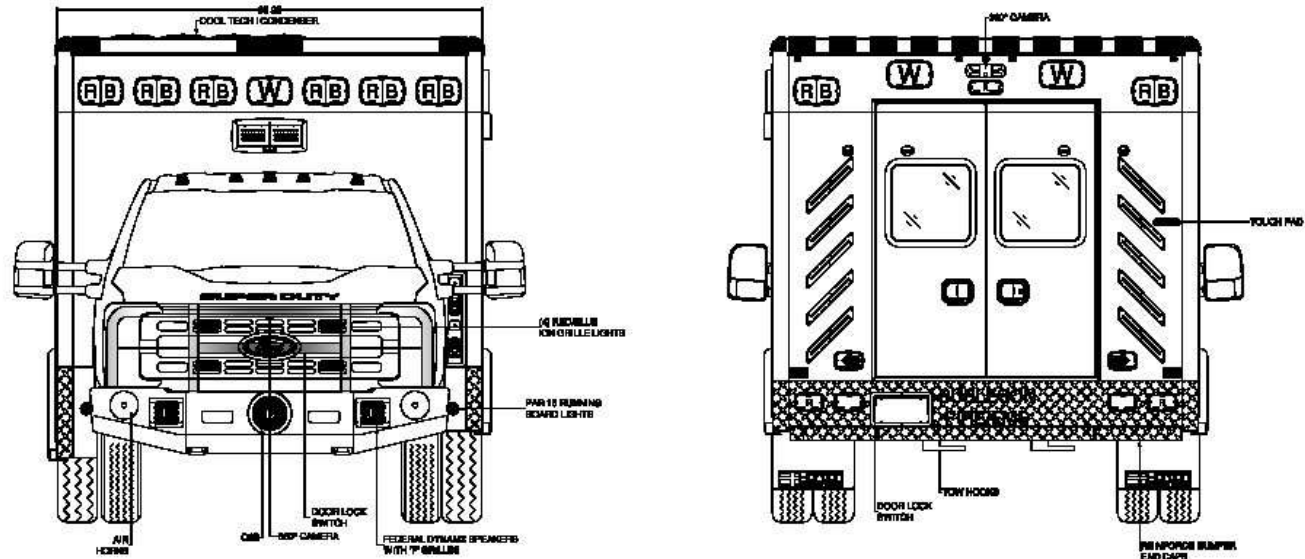


COMP.	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
SS FWD	64.05	65.13	20.36	19.74	63.18
SS INT	65.00	49.60	20.36	21.00	48.37
SS REAR	60.65	61.00	20.36	20.00	60.37

NOTE: DIMENSIONS ARE FOR GRAPHICAL REPRESENTATION ONLY
DIMENSIONS ARE APPROXIMATE & MAY VARY
DURING CONSTRUCTION

SPECIFICATION DRAWING

803 PASS THROUGH
FORD CHASSIS



NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY DIMENSIONS ARE APPROXIMATE & MAY VARY DURING CONSTRUCTION

SPECIFICATION DRAWING



Ambulance Acquisition

Item	Unit	Unit Cost	Total Cost
Chassis Cab and Box	1	\$ 416,330	\$ 832,660
EQUIPMENT COST ESTIMATES			
<u>Communication Equipment</u>			
Two in-dash radios with remote heads	1	7,768	15,536
Ipads	2	2,300	4,600
Navigation RAM Mounts for charging Ipa	2	162	324
RAM charging stations	1	385	770
Cell phone	1	100	200
Magnetic phone chargers	1	75	150
Cradle Point	1	1,200	2,400
<u>Equipment - Box</u>			
Lucas Device	1	21,820	43,640
Stryker Cot	1	34,737	69,475
Stryker Load System	1	29,889	59,778
Stryker Stair Chair	1	4,717	9,434
Stryker Service Contract 5 Yr.	1	25,439	50,878
Zoll Cardiac Monitor	1	47,100	94,200
Zoll Cardiac Monitor/Svc Agreement 5 Yr.	1	11,212	22,423
Installation	1	7,500	15,000
Total Cost		\$ 610,733	\$ 1,221,467
<i>Inflation Annualized 8.5%</i>		<i>51,912</i>	<i>103,825</i>
Total Cost for One Ambulance		\$ 662,646	\$ 1,325,292

Future Staffing Plan Considerations

Staffing a 4th Frontline Unit During Peak Hours: Operate the 4th unit to cover high-demand periods effectively

Phased Staffing Plan: In a phased approach to hiring for Station 4, initial staff could be deployed to operate a 4th ambulance, providing immediate service benefits while building toward full station readiness

Increasing Call Volume and NFPA 1710 Compliance: As call volume rises, deploying a fourth ambulance will be essential to sustaining NFPA 1710 compliance, particularly in meeting assembly and response time standards

Assistance to Firefighters Grant (AFG) Proposal for Ambulance Purchase

Grant Opportunity Overview:

Program: Assistance to Firefighters Grant (AFG)

Purpose: Fund critical needs of fire departments for emergency response capabilities

Grant Focus: Ambulances listed as a high priority for funding

Key Details:

Funding Split: 90/10 Cost Split

- **AFG Coverage:** Up to \$1,000,000 (90%)
- **City's Responsibility:** 10% of total cost

Application Window: November 12 - December 20, 2024

AFG Additional Evaluation Criteria for Vehicle Grants:

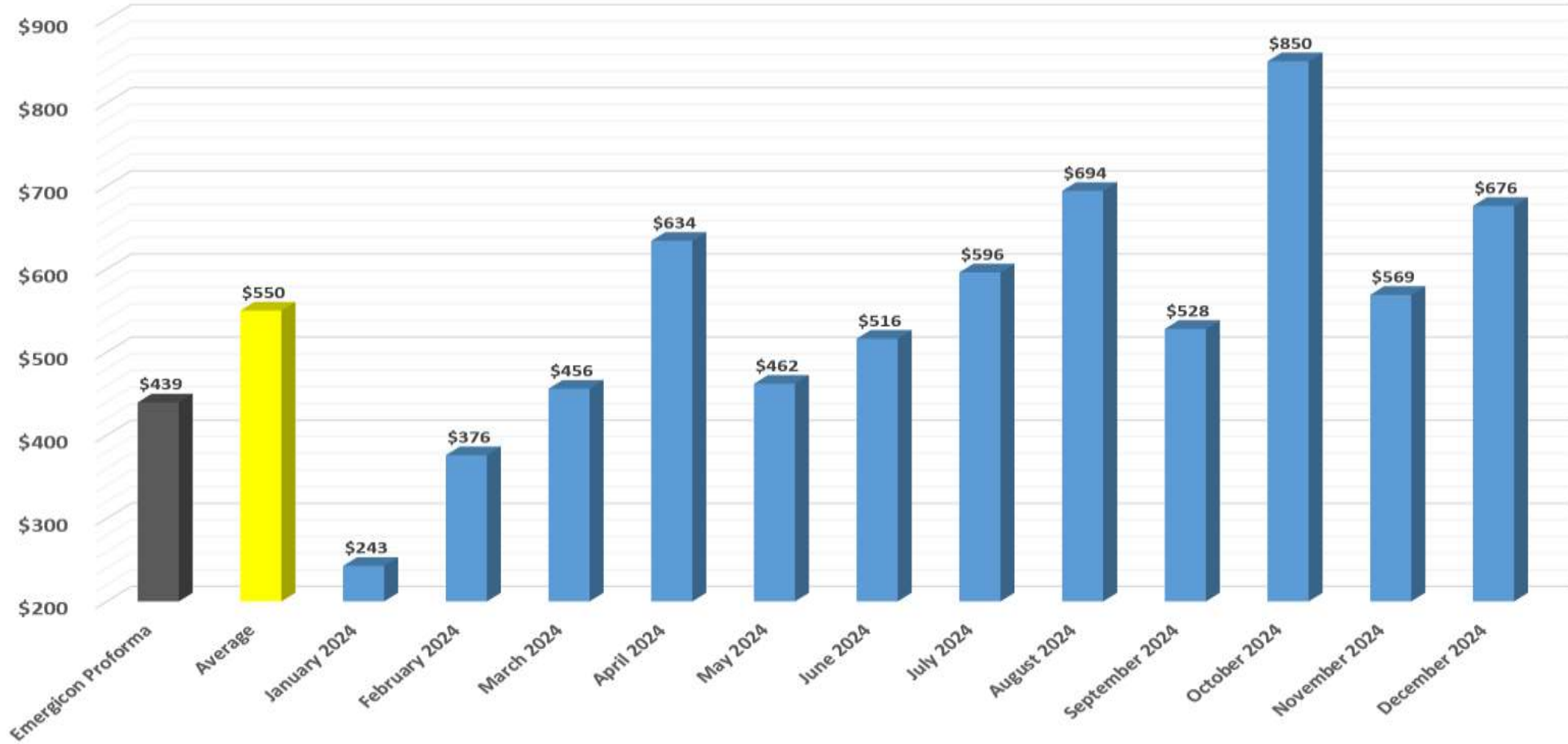
- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Vehicles: Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.

Medical Transport Forecast

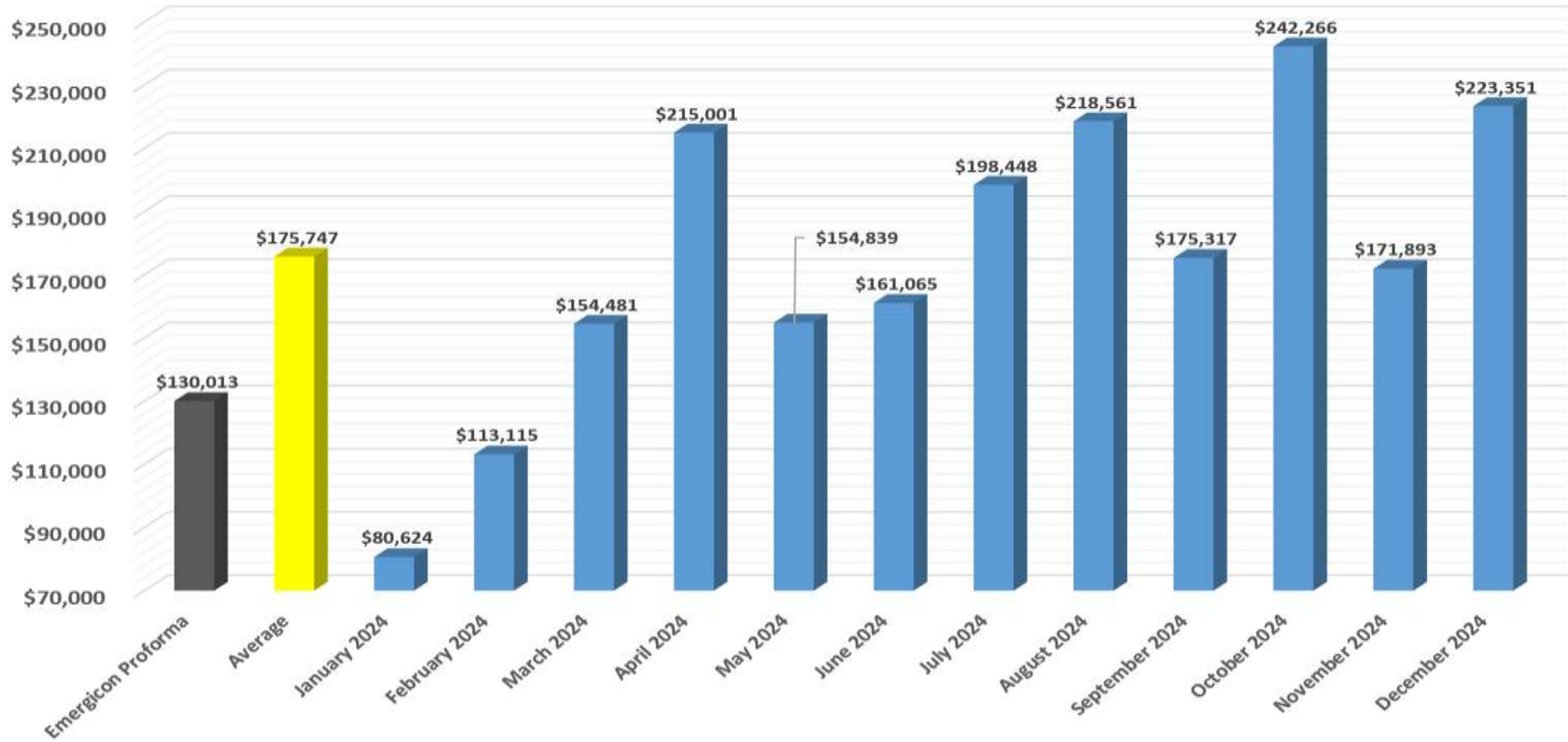
	FY 22-23 Actual	FY 23-24 Adopted	FY 23-24 Revised	FY 23-24 Year-End	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
Beginning Fund Balance	\$ -	\$ (224,612)	\$ (224,612)	\$ (224,612)	\$ 831,157	\$ 841,551	\$ 182,007	\$ (0)	\$ -
Ambulance Transport	\$ -	\$ 1,650,000	\$ 1,650,000	\$ 1,346,155	\$ 1,960,251	\$ 1,999,456	\$ 2,039,445	\$ 2,080,234	\$ 2,121,839
Other Revenue	\$ -	\$ -	\$ -	\$ 6,500	\$ 40,000	\$ 40,000			
Transfer-In ARPA					\$ 614,476				
Transfer-In GF							\$ 575,882	\$ 819,255	\$ 883,780
Total Revenue	\$ -	\$ 1,650,000	\$ 1,650,000	\$ 1,352,655	\$ 2,614,727	\$ 2,039,456	\$ 2,615,327	\$ 2,899,489	\$ 3,005,619
Personnel	\$ 1,383,960	\$ 1,584,833	\$ 1,597,396	\$ 1,597,396	\$ 2,339,951	\$ 2,424,612	\$ 2,512,536	\$ 2,603,856	\$ 2,698,714
Reimbursement Personnel	\$ (1,256,462)	\$ (1,500,000)	\$ (1,500,000)	\$ (1,500,000)					
Other Expenditures	\$ 97,114	\$ 95,000	\$ 199,490	\$ 199,490	\$ 264,382	\$ 274,388	\$ 284,799	\$ 295,632	\$ 306,904
Total Expenditures	\$ 224,612	\$ 179,833	\$ 296,886	\$ 296,886	\$ 2,604,333	\$ 2,699,000	\$ 2,797,335	\$ 2,899,489	\$ 3,005,618
Change in Fund Balance	\$ (224,612)	\$ 1,470,167	\$ 1,353,114	\$ 1,055,769	\$ 10,394	\$ (659,544)	\$ (182,008)	\$ -	\$ -
Ending Fund Balance	\$ (224,612)	\$ 1,245,555	\$ 1,128,502	\$ 831,157	\$ 841,551	\$ 182,007	\$ (0)	\$ -	\$ -
FB % of Expenditure	-100.00%	692.62%	380.11%	279.96%	32.31%	6.74%	0.00%	0.00%	0.00%

* FY 23-24 Year End numbers are unaudited.

Emergency Medical Service Cash per Transport



Emergency Medical Service Cash Collections



Time-Line

Quarter 1 2025

- Council Approval: Approval sought for two ambulances and related equipment.

Quarter 2 2025

- Stryker Equipment Approval & Order: Upon Council approval, Fire/EMS orders Stryker cot and load system.

Quarter 3 2025

- Lucas Devices & Cardiac Monitors Approval: Council reviews and approves; Fire/EMS places the order.
- I.T. Equipment Order: Communications equipment ordered by City I.T.

Quarter 4 2025

Equipment Delivery: Fire/EMS receives Lucas devices, cardiac monitors, and I.T. equipment.

Quarter 1 2026

- Ambulance Delivery: Fire/EMS receives ambulances with installed ambulance module and Stryker equipment.
- Third-Party Installation: Fleet and I.T. coordinate third-party equipment installation.
- Final Equipment Placement: Fire/EMS installs Lucas devices and Zoll monitors in appropriate apparatus.
- Fleet Approval & Deployment: Ambulances approved and added to operations

Recommendation for Funding Ambulance Purchases

- Staff recommends utilizing debt issuance to fund equipment purchases exceeding \$300,000, including both new and replacement units such as the two proposed ambulances.
- This strategy will preserve sufficient reserves within the Equipment Replacement Fund and optimize capacity for operations and maintenance funding.
- Issuing debt for the proposed ambulances will require either a revision to the five-year General Government Capital Improvement Plan (CIP) or an increase to the Interest & Sinking (I&S) tax rate.
- Debt service payments will align with the life cycle of the equipment, ensuring responsible fiscal management.
- Offsetting costs will be determined by the annual debt service payments rather than the total dollar amount of items within the CIP. For example, if the existing CIP is reduced to include the \$1,325,292 ambulance purchase, an adjustment greater than \$1,325,292 would need to be made to avoid a tax rate increase.
- Payments for the ambulances will not be required until the units are delivered.
- To facilitate this process, staff recommends the approval of a reimbursement resolution. This will enable the city to reimburse itself for the ambulance purchases from the proceeds of a future debt issuance.

Action Item Request:

Staff recommends:

Approval of a contract with Southern Emergency & Rescue Vehicle Sales for the purchase of two Horton 603 Type I Ambulances through a cooperative purchasing agreement with BuyBoard Vendor Contract #745-24, for a total cost of \$832,659.93.

Options:

1. Approve request as presented
2. Approve request with amendments
3. Deny request





COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SOUTHERN EMERGENCY & RESCUE VEHICLE SALES ("**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.** 745-24, as amended, (the "**Agreement**") with an expiration date of 09/30/2027.

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

TWO (2) NEW 2024 FORD F550 HORTON TYPE 1 AMBULANCES PER 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 EIGHT HUNDRED THIRTY-TWO THOUSAND, SIX HUNDRED FIFTY-NINE AND 93/100 DOLLARS (\$832,659.93) ("**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 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____. 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 6TH day of JANUARY 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR: SOUTHERN EMERGENCY & RESCUE VEHICLE SALES

By: Troy Miceli
EF567E026362443...

Name: Troy Miceli

Title: Senior Vice President

Date: 12/18/2024

Southern Emergency & Rescue Vehicle Sales

309 FM 3381
Comanche, Texas 76442

Main: (800) 561-6070 Direct: (325) 356-2233



Sales Agreement

Customer:	CITY OF BURLESON FIRE DEPT	Date:	10/9/2024
Contact:	ASST. CHIEF CASEY DAVIS	Sales Rep:	DAVE TAYLOR
Address:	828 SW ALSBURY BLVD		
City/State/ZIP:	BURLESON, TX 76028		
Email:			
Phone:			

YEAR	MAKE	MODEL	MFR	TYPE	VIN	BUILD #	QTY	PRICE	EXTENSION
2024	FORD	F550	HORTON	I	TBD	21374 21375	2	\$415,929.65	\$831,859.30

ADDITIONAL INFORMATION	EXTRAS/OPTIONS	PRICE	QTY	EXTENSION
Damage:	Buy Board - Contract #745-24	\$800.00		\$800.00
Warranty:				
Licensing:				
Tax Status:				
GPC/FIN:				
County:				

Other: **TOTAL EXTRAS: \$0.00**

TRADE-IN	TAXES & FEES		
Year:	Sales Tax:	TOTAL INCL EXTRAS:	\$831,859.30
Make & Model:	State Fees:		\$800.00
VIN:	Title/License Fee:	TOTAL DELIVERY, TAXES & FEES:	
	Delivery:	GRAND TOTAL:	\$832,689.93
TRADE ALLOWANCE:	TOTAL TAXES & FEES: \$0.00	**PRE-PAYMENT**	\$0.00
		AMOUNT DUE	\$832,659.93

NOTICE TO BUYER

This contract is subject to additional provisions set forth, which is incorporated here by inference, and which terms include a complete disclaimer of all warranties other than stated by Manufacturer. The purchaser agrees that this order includes all the terms and conditions of this order and that this order cancels and supersedes any prior agreement as of the date hereof comprising the complete exclusive statement of the terms of the agreement; relating to the subject matters covered hereby, and that this order shall NOT BECOME BINDING until accepted by the Dealer principal or his/her authorized representative. Purchaser by his/her execution of this order acknowledges that he/she has read the terms and conditions and has received a copy of the Buyer's Order. Payment is due for all ambulances at final inspection (at factory) or prior to release for delivery from factory.

IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THE ORDER IS SOLD AS A USED OR PRE-OWNED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS". DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESSED OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR/AND NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

TITLE INFORMATION

Name & address on title should read: _____

Physical address of vehicle (for 130-U): _____

Lien holder name & address (if any): _____

Date of Sale required by Lien holder: _____


AUTHORIZED SIGNATURES

Company: CITY OF BURLESON FIRE DEPARTMENT

Purchase By: _____

Name (Printed)	(Title)	Signature	Date
_____	_____	_____	_____

Dealer: **Southern Emergency Rescue & Vehicle Sales (SERVS)**



Sales Rep: _____ David A. Taylor Territory Manager - North Texas Date: 5/21/2024

THANK YOU FOR YOUR BUSINESS! WE APPRECIATE THE OPPORTUNITY TO BE OF SERVICE TO YOU ! The SERVS Team

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Errick Thompson, Director
MEETING: February 3, 2025

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Performance Truck, Inc., for the purchase of a combination vacuum truck through BuyBoard Cooperative in the amount of \$517,845.57. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

The Water/Wastewater utility fleet includes one combination vacuum truck. The truck uses a combination of high-pressure jet spray of water and high-pressure suction to clear clogged sanitary sewer lines throughout the wastewater system. The current truck is 13 years old and nearing the end of its planned service life of 14 years. The unit was originally planned for replacement in FY26. Over the past 40 months, the truck has been down for repairs for more than 12 months. Repairs over this period have exceeded \$50,000 plus staff labor expenses. In addition, there have been expenses for outsourcing urgent and emergency sanitary sewer main clearing at higher costs when the city truck has been inoperable.

Given the critical nature of this truck providing daily service throughout Burleson, increasing lead times for acquiring specialty equipment such as this and increasing costs and frequency of breakdowns, staff explored options to accelerate the replacement. To that end, an assessment of business needs was developed including refining the specifications of what the truck needs to be able to do and what features of the existing truck should be / should not be repeated in the replacement. With that information, staff explored several options in the marketplace to include in-the-field demonstrations by multiple vendors. The result of the process is the selection of the replacement unit, a tandem axle, 10 cubic yard, Pipe Hunter Combo truck with 8" vacuum system. Through the BuyBoard Cooperative, we are able to obtain a 10% discount on the body of the unit. The new unit includes a 2025 Kenworth chassis replacement the 2012 International chassis.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Performance Truck, Inc., for the purchase of a combination vacuum truck through BuyBoard Cooperative Contract # 723-23 in the amount of \$517,845.57.

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

1/22/2025 – Council Policy and Valuation Committee supported the purchase of this unit using Water/Wastewater Fund-supported debt and a corresponding reimbursement resolution.

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: \$517,845.57
Account Number: 5227102-70025
Fund:
Account Description: Furniture & Equipment

STAFF CONTACT:

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

Combination Vacuum Truck Replacement Purchase

Background

- Water/Wastewater Utility fleet includes one combination vacuum truck
 - 2012 International chassis
 - Planned service life: 14 years
 - Last 40 months: unit has been down for repairs more than 12 months at a cost of over \$50k excluding staff labor expenses
- Critical asset uses a combination of high-pressure jet spray and suction to clearing clogged sanitary sewer lines of obstructions



Unit Replacement

- *Planning / specialty unit procurement process overview*
 - Real-world demonstrations from multiple vendors of various available options
 - Cooperative pricing ranging from \$517,845 to \$636,475
 - Future disposal of existing unit anticipated to generate \$60k - \$80k, depending on condition and market at the time
- Funding: Water/Sewer Bonds
- Anticipated delivery: 90 -120 days



Recommendation / Action Requested



Approve a Cooperative Purchasing Agreement with Performance Truck, Inc., for the purchase of a combination vacuum truck through BuyBoard Cooperative Contract # 72323 in the amount of \$517,845.57

Questions / Discussion

Errick Thompson, P.E., CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610

City Council Regular Meeting

DEPARTMENT: City Secretary’s Office
FROM: Lisandra Leal, Assistant City Secretary
MEETING: February 3, 2025

SUBJECT:

Consider and take possible action on a minute order to appoint various members to the City of Burleson Boards/Commissions/Committees to fill vacancies. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

The Community & Intergovernmental Relations Council Committee convened on January 22, 2025, to review applications for vacancies on various city boards and commissions. The committee has made the following recommendations for appointments:

Advisory Committee on People with Disabilities

Place	Members	Appt.	Term
9 (Non-Student Voting Member)	Queyanna Smith	Partial	2024-2027

Cemetery Board

Place	Members	Appt.	Term
1	Jim Buxton	Partial	2022-2025

Citizens Public Art Committee

Place	Members	Appt.	Term
5	Jessica Lowe	Partial	2023-2025

Old Town Design Standards Review Committee

Place	Members	Appt.	Term
2 (Youth)	Jessica Shrauner	Partial	2024-2027

Park Board

Place	Members	Appt.	Term
2 (Youth)	Addison Oscarson	Partial	2022-2025
3	Miguel Angel Sanchez	Partial	2024-2027

OPTIONS:

1. Approve recommendations for appointments
2. Amend and approve amended recommendations for appointments
3. Deny Recommendations for appointments

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

Community & Intergovernmental Relations Council Committee met and reviewed applications for vacancies.

STAFF CONTACT:

Lisandra Leal
 Assistant City Secretary
lleal@burlesontx.com
 817-426-9687



Boards & Commissions Mid-Year Vacancies

City Council Meeting
February 3, 2025



Appointment Process



- As of January 1, 2025, there are seven vacancies across various boards, commissions, and committees.
- On January 8, 2025, the Communications Department shared the vacant board and commission positions on Facebook.
- As of January 13, 2024, the City of Burleson did not receive any student applications for the Advisory Committee on People with Disabilities. All applications submitted are from adult members, each of whom has expressed a willingness to serve in a non-student voting position.
- On January 22, 2025, the Community and Intergovernmental Relations Committee met to review and discuss appointments for board vacancies.

Boards & Commissions Vacancies

Board	Place	Term
Advisory Committee on People with Disabilities	9 (Youth)	2022 - 2025
Cemetery Board	1	2022 - 2025
Citizens Public Art Committee	2	2023 - 2025
Old Town Design Standards Review Committee	8	2024 - 2027
Park Board	2 (Youth)	2024 - 2027
Park Board	3	2022 - 2025

Applications

Jim Buxton

Jessica Lowe

Addison Oscarson - Youth

Miguel Angel Sanchez

Jessica Shrauner - Youth

- Adult applicant appointed to board
- Youth applicant appointed to board
- Applicants not appointed

Robert Slaney

Queyanna Smith – Adult

Jennifer Stockemer – Adult

Brianna Wilson

Appointed Members

Advisory Committee on People with Disabilities

Place	Members	Appt.	Term
9 (Non-Student Voting Member)	Queyanna Smith	Partial	2024-2027

Cemetery Board

Place	Members	Appt.	Term
1	Jim Buxton	Partial	2022-2025

Citizens Public Art Committee

Place	Members	Appt.	Term
5	Jessica Lowe	Partial	2023-2025

Old Town Design Standards Review Committee

Place	Members	Appt.	Term
2 (Youth)	Jessica Shrauner	Partial	2024-2027

Park Board

Place	Members	Appt.	Term
2 (Youth)	Addison Oscarson	Partial	2022-2025
3	Miguel Angel Sanchez	Partial	2024-2027

Questions