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

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

1. **CALL TO ORDER**

Invocation - Anthony Penick, Chaplain Texas Health Hughley Hospital

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

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 and take possible action on the minutes from the February 3, 2025 regular council meeting. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*
- B. Consider and take possible action on an agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for 2025 Farmer's Markets *(Staff Contact: Alex Philips, Economic Development Director)*
- C. Consider and take possible action on a contract with Polarity Networks, LLC, for the installation of networking infrastructure for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of \$73,240.00. (FA2302) *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*
- D. Consider and take possible action on a contract with Stone Security for the purchase and installation of access control and cameras for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of \$75,727.59. (FA2302) *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*
- E. Consider and take possible action on a three-year contract with SHI Government Solutions for the Microsoft Enterprise Agreement through a cooperative purchase agreement with DIR in the amount of \$657,576.00. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*
- F. Consider and take possible action on a resolution approving the city's Equipment Replacement Fund Program. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*
- G. Consider and take possible action on the amendment to professional services agreement with Ellerbee-Walczak, Inc. (CON#112-07-2024) in the amount of \$19,022.00, for a revised total contract amount of \$51,022.00. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*
- H. Consider a resolution authorizing a gift deed to donate an 1871/73 Texas map from the Russell Farm Boren House to the Texas State Library and Archives Commission. *(Staff Contact: Allison Smith, Deputy Director of Recreation)*
- I. Consider and take possible action on a Cooperative Purchasing Agreement with Green Equipment Company, Inc., for the purchase and installation of CCTV equipment and auxiliary power system through Sourcewell Cooperative Contract #120721-EVS in the amount of \$174,863.90. *(Staff Contact: Errick Thompson, Director of Public Works)*

- J. Consider and take possible action on a two-year contract with Paradigm, Inc. for traffic signal and flood warning equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #695-23) in the amount of \$335,000. (Staff Contact: *Errick Thompson, Director of Public Works*)
- K. Consider and take possible action on a two-year contract with Consolidated Traffic Controls, Inc. for traffic signal equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #703-23) in the amount of \$150,000. (Staff Contact: *Errick Thompson, Director of Public Works*)
- L. Consider and take possible action on a one-time purchase with Bobcat of North Texas for a nitrogen breaker hammer through a cooperative purchase agreement with BuyBoard in the amount of \$12,111 plus a \$1,800 contingency for a total of \$13,911. (Staff Contact: *Justin Scharnhorst, Deputy Director of Public Works*)
- M. Consider and take possible action on a contract with Focused Advocacy for legislative services in the amount of \$72,000. (Staff Contact: *Janalea Hembree, Assistant to the City Manager*)
- N. Consider denial on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.820 acres of land known as Lot 4, Block 1, North Crest Addition. (Staff Contact: *Tony McIlwain, Development Services Director*) (No Planning and Zoning Commission action was required for this item)

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.

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

- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of roadway and public utility improvements as part of the Alsbury Phase II Project to serve existing and new development in the City and for other public purposes permitted by law
- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of a 12-inch water line as part of the Willow Creek 12 Inch Water Line Project to serve existing and new development in the City and for other public purposes permitted by law

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

- Roadway and public utility improvements as part of the Alsbury Phase II Project
- A 12-inch water line as part of the Willow Creek 12-Inch Water Line Project to serve existing and new development in the City

7. GENERAL

- A.** Consider and take possible action on a resolution nominating candidates to fill a vacancy on the Board of Directors for the Central Appraisal District of Johnson County. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- B.** Consider and take possible action on a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. *(Staff Contact: Tony McIlwain, Development Services Director)*
- C.** Consider and take possible action on a permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. *(Staff Contact: Tony McIlwain, Development Services Director)*
- D.** Consider and take possible action on an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(First Reading) (Staff Contact: Tony McIlwain, Development Services Director)*
- E.** Consider the use of eminent domain to condemn property and consider Resolution No. CSO#5740-02-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of a 12-inch water line as part of the Willow Creek 12-Inch Water Line Project. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- F.** Consider the use of eminent domain to condemn property and consider Resolution No. CSO # 5739-02-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of roadway and public utility improvements as part of the Alsbury Phase II Project *(Staff Contact: Eric Oscarson, Deputy City Manager)*

8. REPORTS AND PRESENTATIONS

- A.** Receive a report, hold a discussion, and provide staff direction regarding proposed amendments to the Public Improvement District (PID) policy. *(Staff Contact: Tony McIlwain, Development Services Director)*
- B.** Receive a report, hold a discussion, and provide staff direction regarding amendments to City Council Policy 36, City of Burleson Purchasing Policy. *(Staff Contact: Lauren Seay, Deputy Director of Administrative Services)*
- C.** Receive a report, hold a discussion, and provide staff direction regarding the Police Headquarters renovation and construction project. *(Staff Contact: Eric Oscarson, Deputy City Manager)*

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

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

- Receive an update on the 89th Legislative Session (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

11. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

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

- Seek advice regarding Section 11.36 of the Property Tax Code

Personnel matters pursuant to Section 551.074, Texas Government Code

- Review the annual performance of the City Secretary

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, Texas Government Code

- Project Custer
- Project Stream

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the **12th of February 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: Lisandra Leal, Assistant City Secretary
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on the minutes from the February 3, 2025 regular council meeting. *(Staff contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

The City Council duly and legally met on February 3, 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:

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

**BURLESON CITY COUNCIL REGULAR MEETING
FEBRUARY 3, 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
Lisandra Leal, Assistant City Secretary
Allen Taylor, City Attorney

COUNCIL ABSENT:

Larry Scott

1. CALL TO ORDER –

Mayor Fletcher called the meeting to order. **Time: 5:34 p.m.**

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

- None.

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

- Council member Alexa Boedeker attended the Water for Texas 2025 Conference.
 - It was amazing and very enlightening.
 - It showed how great of a water department the city has.
 - Thank you to Errick Thompson, Director of Public Works, for his quick response to my questions during the conference.
- The Library will host a project prom and is currently accepting donations of gently used formal wear until February 14, 2025. .
- The Senior Center is requesting community feedback on creating a local Alzheimer Association Chapter. Join us for an interest meeting on Friday, February 7th at 1:00pm.

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.

- 7A withdrawn.

4. CITIZEN APPEARANCES

- Lonnie Freeman, 604 Daniel, spoke on the 2023 water report, thanked the police department for their part in shutting down human trafficking at massage parlors in Burleson and addressed Planet Fitness policy with transgender locker rooms.
- Bill Janusch, 117 NE Clinton St, came forward with concerns about a resident who addressed council at the previous city council meeting.

5. CONSENT AGENDA

A. Minutes from the January 21, 2025 regular council meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

Motion made by Dan McClendon and seconded by Adam Russell to approve the consent agenda with item 5E subject to City Attorney approval.

Motion passed 6-0, with Larry Scott absent.

B. CSO#5727-02-2025, 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*)

Motion made by Dan McClendon and seconded by Adam Russell to approve the consent agenda with item 5E subject to City Attorney approval.

Motion passed 6-0, with Larry Scott absent.

- C. CSO#5728-02-2025, 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)**

Motion made by Dan McClendon and seconded by Adam Russell to approve the consent agenda with item 5E subject to City Attorney approval.

Motion passed 6-0, with Larry Scott absent.

- D. CSO#5729-02-2025, 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)**

Motion made by Dan McClendon and seconded by Adam Russell to approve the consent agenda with item 5E subject to City Attorney approval.

Motion passed 6-0, with Larry Scott absent.

- E. CSO#5730-02-2025, 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 Phillips, Director of Economic Development)**

Motion made by Dan McClendon and seconded by Adam Russell to approve the consent agenda with item 5E subject to City Attorney approval.

Motion passed 6-0, with Larry Scott absent.

- F. CSO#5731-02-2025, resolution authorizing a \$2,000 sponsorship expense for the Burleson Character Council Luncheon. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Motion made by Dan McClendon and seconded by Adam Russell to approve the consent agenda with item 5E subject to City Attorney approval.

Motion passed 6-0, with Larry Scott absent.

- G. CSO#5732-02-2025, resolution to ratify the appointment of chairperson and vice-chair person of the Animal Shelter Advisory Committee. (Staff Contact: Lisandra Leal, Assistant City Secretary)**

Motion made by Dan McClendon and seconded by Adam Russell to approve the consent agenda with item 5E subject to City Attorney approval.

Motion passed 6-0, with Larry Scott absent.

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

Motion was made by Dan McClendon and seconded by Adam Russell to convene into executive session. **Time: 6:16 p.m.**

Motion passed 6-0, with Larry Scott absent.

Motion was made by Adam Russel and seconded by Alexa Boedeker to reconvene into open session. **Time: 6:39 p.m.**

Motion passed 6-0, with Larry Scott absent.

8. REPORTS AND PRESENTATIONS – MOVED ITEM 8A

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)

Richard Abernethy, Administrative Services Director, presented the proposed fees and service changes associated with the solid waste program (Waste Connections) to the city council.

Discussion included future rate increases, liquidated damage clause, unusual accumulations collection, household hazardous waste collection (HHW) added to any collection option selected and keeping small weekly brush and monthly brush and bulk collections.

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.

City Attorney Allen Taylor Jr., left the dais at 6:56 p.m. and returned at 7:02 p.m.

Steve Kellar, Waste Management, 2209 Valleydale Dr., Arlington, came forward and spoke on the importance of recycling for both commercial and residential.

Philip Sanders, 900 Warbler Ct., came forward and spoke on the commercial side of waste management and was against a cart system.

Mark Tosiano, 1057 English Oak Dr., came forward and spoke in favor of a cart system for trash and recycling.

Abel Moreno, Waste Connections District Manager, 8044 Geranium Fort Worth, came forward and spoke on customer service Waste Connections provides to all its customers.

Jacklyn Jones, online speaker card, was in favor of staying with current trash service.

Bill Janusch, 117 NE Clinton St., came forward and inquired about the limit of roll off dumpsters.

After a brief discussion and questions, the Council directed staff to maintain the current solid waste program and submit a request for proposal (RFP) in 2029.

7. DEVELOPMENT APPLICATIONS

- A. CSO#5733-02-2025, ordinance for a zoning change request from “A”, Agriculture to “PD” Planned Development for a proposed hybrid flex business park with commercial uses located at 7430, 7350 and 7226 FM 1902 (Case 24-315). (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.**

Item 7A was withdrawn.

- B. CSO#5734-02-2025, ordinance for a zoning change request from “A” Agricultural to “C” Commercial district for a proposed tractor trailer repair and tire service center located at 3301 N CR 810 (Case 24-329). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8 to 0)**

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

Mayor Fletcher opened and continued the public hearing. **Time: 7:25 p.m.**

Mayor Fletcher closed the public hearing. **Time: 7:25 p.m.**

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

Motion passed 6-0, with Larry Scott absent.

- C. CSO#5735-02-2025, 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'), for Dairy Queen located at 1620 SW Wilshire Blvd (Case 24-365). (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.) - TABLED**

Tony McIlwain, Development Services Director, presented a resolution to the city council.

Nathan Mayfield and Molly Brown, applicants, came forward to explain the request for variance is related to the placement of the sewer line. Installing a monument sign directly over the sewer line would result in significant costs for the business. If the city needs to perform work on the sewer line in the future, the business would be required to move the monument sign, incurring additional expenses.

Dan McClendon proposed the option of utilizing a split steel casing for the sign, which would allow the sewer line to remain exposed.

Philp Sanders, 900 Warbler Ct., came forward and spoke on material options to utilize for the sign.

Council tabled the item to a future meeting, allowing the applicant's time to review the options for a split steel casing sign.

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)**

Item 8A moved before Development Applications

- 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)**

Harlan Jefferson, Deputy City Manager, presented the Equipment Replacement Fund (ERF) Policy to the city council.

Discussion included status of equipment replacement funds, draft policy, review next steps and review future steps.

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						
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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The Council agreed with the recommendation to include units valued up to \$300,000 as capital expenditures.

9. GENERAL

- A. CSO#5736-02-2025, 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)**

Casey Davis, Fire Chief, presented a contract to the city council.

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

Motion passed 6-0, with Larry Scott absent.

Tommy Ludwig, City Manager, left the dais at 9:10 p.m. and returned at 9:12 p.m.

- B. CSO#5737-02-2025, 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)**

Errick Thompson, Director of Public Works, presented a cooperative purchasing agreement to the city council.

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

Motion passed 6-0, with Larry Scott absent.

- C. CSO#5738-02-2025, minute order to appoint various members to the City of Burleson Boards/Commissions/Committees to fill vacancies. (Staff Contact: Lisandra Leal, Assistant City Secretary)**

Lisandra Leal, Assistant City Secretary, presented a minute order to the city council.

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

Motion passed 6-0, with Larry Scott absent.

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.

- None.

11. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

- Residential noise ordinance to review ability to issue citations to property owners.

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.

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

- Receive a report and hold a discussion regarding 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

B. 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

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

- Project Oasis

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 9:19 p.m.**

Motion passed 6-0, with Larry Scott absent.

Victoria Johnson left the meeting at 9:19 p.m.

City Attorney, Allen Taylor, Jr. left the meeting at 10:33 p.m.

Motion was made by Dan McClendon and seconded by Adam Russell to reconvene into open session. **Time: 10:34 p.m.**

Motion passed 5-0, with Larry Scott and Victoria Johnson absent.

13. **ADJOURNMENT**

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

Mayor Chris Fletcher adjourned the meeting.

Time: 10.:34 p.m.

Lisandra Leal
Assistant City Secretary

Choose an item.

DEPARTMENT: Economic Development

FROM: Joni Van Noy, Economic Development Coordinator

MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on an agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for 2025 Farmer's Markets (Staff Presenter: Alex Philips, Economic Development Director)

SUMMARY:

The Burleson Farmer's Market (BFM) seeks to begin its market activities within the Mayor Vera Calvin Plaza beginning in mid-March. The official start date is to be determined at this time based on weather forecasts. The market utilizes the Mayor Vera Calvin Plaza promenade, a portion of the lawn space and four (4) on street parking stalls located along S. Warren St. for mobile food and beverage vending.

The request is effectively a renewal of the previous year's agreement with the following edits:

1. Added verbiage to allow for one (1) market in January and one (1) market in February
2. Increased daily rental rate from \$454.50 to \$500.00

The added markets in January and February allow Burleson Farmer's Market to operate year-round with monthly markets instead of weekly markets during the holiday and winter seasons.

RECOMMENDATION:

Staff recommends approval of the agreement as presented.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$17,500 (revenue)
Account Number(s): 215-47000
Fund: TIF2
Account Description: Other rental fees

The amount included above is an estimate and could vary slightly due to canceled market events contingent on weather conditions.

STAFF CONTACT:

Joni Van Noy
Economic Development Coordinator
jvannoy@burlesontx.com
817-426-9689



Economic Development

Burleson Farmer's Market

BFM Synopsis

- 1 Operator: Walnut Creek Farms (13 years)
- 2 Operates Saturdays beginning March 15, 2025 through March 2026; 7 a.m. to 2 p.m. (includes time for vendor set up/take down)
- 3 Fee: \$500/day*. Paid directly to City by operator for space utilization. Vendors pay operator directly. All vendor arrangements are made by market operator.
- 4 May operate *up to* four (4) special edition “Date Night” Farmer’s Markets on a Friday or Saturday p.m. rather than a.m.
- 5 May operate Sunday market in place of Saturday with prior approval in the event there is a scheduling conflict with an approved special event, election, etc.
- 6 Utilizes the MVCP promenade, four (4) on-street parking stalls located along S. Warren St., and portion of lawn area ***
- 7 NEW: Added verbiage to allow for one (1) market in January and one (1) market in February; Revised the daily rental rate from \$454.50 to \$500.00







Pricing Breakdown

Pricing calculated on price per square foot as compared to fee established to reserve Plaza in it's entirety for private events (\$5,000)

Plaza area: 47,500 sq. ft. (approx.)

Promenade area: 4,600 sq. ft. (approx.)

Breakdown: \$0.11/sq ft. (approx.)

Fee History

Approved by CC 7/6/2020: Promenade area only:
\$250/market

Approved by CC 3/1/2021: Promenade + on-
street stalls: \$287.50/market

Approved by CC 3/7/2022: Promenade + on-
street stalls + portion of lawn: \$454.50/market

Options



Approve a facility use agreement for Burleson Farmers Market for 2025 season



Deny a facility use agreement for Burleson Farmers Market for 2025 season



Other direction from Council

**FACILITIES USAGE AGREEMENT
BETWEEN
CITY OF BURLESON
AND
BURLESON FARMER'S MARKET**

This AGREEMENT is made by and between the City of Burleson, Texas ("City") and Burleson Farmer's Market ("BFM"). City and BFM may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, City is the owner of the area of land hereinafter called "Mayor Vera Calvin Plaza in Old Town" and/or "promenade"; and

WHEREAS, BFM desires to enter into an agreement so that BFM may use a portion of the Mayor Vera Calvin Plaza in Old Town (promenade) for the purpose of a farmer's market; and

WHEREAS, City and BFM have determined that such an agreement would benefit both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Appointment and Exclusivity**

- 1.01 The City hereby designates, appoints and authorizes BFM to be the only renter of the designated space included as Attachment 1 as agreed upon Saturday morning times. BFM hereby accepts such appointment and agrees to discharge its responsibilities as provided herein during the term of this Agreement. It is agreed and understood, however, that the City remains the owner of the property.

**Article II
Rights and Duties of BFM**

- 2.1 BFM will have the right to conduct the farmer's market activities on the above-mentioned property upon this agreement's execution beginning March 15, 2025 until February 28, 2025. The hours of operation shall be limited to between 7:00 AM and 2:00 PM on Saturdays; or Sundays with prior approval.
- 2.2 BFM will have rights to operate one (1) market a month on a Sunday rather than a Saturday at their discretion. When a Sunday market is held, that market takes the place of the Saturday market for that week. Coordination between BFM and the city will ensure there are no conflicting events when a Sunday market is proposed.

- 2.3 BFM will have the right to operate up to four (4) special edition “Date Night” farmers market. Coordination between BFM and the city will ensure there are no conflicting events when a special edition evening market is proposed.
- 2.4 BFM will have the right to operate a market on a Sunday in the event that a Saturday market is cancelled due to inclement weather. Coordination between BFM and the city will ensure there are no conflicting events when a Sunday market is proposed.
- 2.5 BFM acknowledges that at such time tenants occupy the building adjacent to the Plaza’s promenade, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.
- 2.6 BFM acknowledges that the entrance to the Burleson Heritage Museum shall remain clear and unblocked by market operations at all times.
- 2.7 BFM acknowledges that the two on-street parking stalls adjacent to the Burleson Heritage Museum are reserved for museum visitors. Reserved signage may be placed in the area to notify the general public of such provision.
- 2.8 BFM shall not have the right to operate on any election or run-off election date(s), as parking and the public spaces surrounding City Hall will be utilized solely for voting activities.
- 2.9 BFM guarantees a minimum of 25% of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer’s Market.
- 2.10 BFM shall cease operation of any particular date at the request of City with at least 10 days’ notice.
- 2.11 BFM acknowledges that the parking spaces located along Warren St. are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces BFM intends to utilize, the City shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the market area, BFM shall set-up the market in a way that the vehicle is not impeded from exiting.
- 2.12 BFM agrees to keep and restore the utilized area to an equal or better condition than that prior to any activities. This includes trash and debris pickup. The operator of BFM shall collect trash in the area following market operations. Collected trash shall be transported to the dumpster located at Chisenhall Fields. New trash bags should be placed in emptied trash receptacles before leaving the premise.

- 2.13 BFM will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by BFM, its officers, agents, employees or invitees.
- 2.14 BFM acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Mayor Vera Calvin Plaza in Old Town and may be utilized as needed.
- 2.15 BFM shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by the City's Environmental Services division. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the City's discretion.
- 2.16 BFM shall be allowed to host food vendors to sample open or time/temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by the City's Environmental Services. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the City's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site).
- 2.17 BFM shall comply with all local, state, and federal regulations. This includes regulations of the Tarrant County Public Health office when applicable.
- 2.18 BFM and any vendors shall only engage in retail sales of agricultural products and other items customarily found in a farmers market for sale to the general public. For purposes of this section, the food trucks authorized in Section 2.11 shall be considered an item customarily found in a farmers market for sale to the general public.
- 2.19 The City of Burleson shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with the operator a minimum of one (1) week in advance.
- 2.20 At such time tenants occupy the building adjacent to the Plaza's promenade, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.

**Article III
Terms**

- 3.1 The City and BFM agree that upon BFM's payment of four hundred fifty-four dollars and fifty cents (\$500.00) per day that the market operates.
- 3.2 BFM shall be required to pay Two Hundred Dollars (\$200.00) as a clean-up fee in the case that the property is not restored to the condition prior to activities. The fee shall be assessed at the City's discretion.
- 3.3 BFM shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated on www.burlesonfarmersmarket.com.

**Article IV
Insurance and Hold Harmless**

- 4.1 BFM agrees to provide City a certificate of insurance as proof that it has secured and paid for a policy providing general liability insurance covering all risks related to the use, maintenance, existence or location of the areas used under this Agreement. The amounts of such insurance shall not be less than \$1,000,000.00 for personal injury or death, each occurrence. The certificate of insurance shall be provided to the City prior to the issuance of any permit and any usage of the City's property.
- 4.2 City shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and providing that such policies may not be cancelled unless City is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to City. BFM shall provide evidence satisfactory to City that such coverage has been procured and is being maintained at all times during the term of this Agreement.

4.3

BFM SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY OFFICER, EMPLOYEE, OR OFFICIAL OF THE CITY OF BURLESON, TEXAS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF BFM, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OR PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH BFM'S OPERATION, MAINTENANCE, USE OR CONDITION OF THE AREAS DESIGNATED FOR BFM'S USE UNDER THIS AGREEMENT.

**Article V
Severability**

- 5.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

**Article VI
Termination**

- 6.1 The City retains the sole and exclusive right to terminate this Agreement at any time, provided BFM is notified four (4) days in advance of said Termination. Should BFM violate any term of this Agreement, the four-day notice is waived and the Agreement terminates upon notification to BFM by City.

**Article VII
Independent Contractor**

- 7.1 In executing this Agreement and in performing their respective obligations, the City and BFM are acting independently and not in any form of partnership or joint venture. The City assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

**Article VIII
Miscellaneous**

- 8.1 City may be excused from performance under this Agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that City has prudently and promptly acted to take any and all steps that are within City's control to ensure performance and to shorten the duration of the event of Force Majeure. If City suffers an event of Force Majeure, it shall provide notice of the event to the BFM immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.

8.2 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To BFM:

Burleson Farmer's Market
c/o Chaz Forster, Operator
1486 HCR 1212
Blum, Texas 76627

To the City:

City of Burleson
c/o City Manager
141 W. Renfro St.
Burleson, TX 76028

8.3 This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.

8.4 This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.

8.5 Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.

8.6 Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

8.7 This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Johnson County, Texas.

8.8 [This section intentionally left blank.]

8.9 Nothing contained in this Agreement shall be construed as a waiver of the city's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the city by law, except to the extent expressly provided or necessarily implied herein.

8.10 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.

(Signature pages to follow)

EXECUTED this _____ day of _____, 2024.

BY: _____
Tommy Ludwig, City Manager

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, _____, the undersigned notary public, on this day personally appeared Tommy Ludwig as City Manager of the City of Burleson, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____

Commission Number: _____

Executed on the date first written above.

EXECUTED this _____ day of _____, 2025.

BY: _____
Chaz Forster
Burleson Farmer's Market

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, _____, the undersigned notary public, on this day personally appeared Chaz Forster, _____ of the Burleson Farmer’s Market, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____

Commission Number: _____

Attachment 1



City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez, Deputy Chief Technology Officer

MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a contract with Polarity Networks, LLC, for the installation of networking infrastructure for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of \$73,240.00. (FA2302) (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

SUMMARY:

As part of the Fire Station 1 renovations, this contract will upgrade and install new network infrastructure to enhance operational efficiency and security. The improvements will provide a more robust and reliable network to support fire department personnel, ensuring seamless communication and access to critical systems.

The contract includes network upgrades and infrastructure installation to support security cameras and wireless access points throughout the facility. These enhancements will improve situational awareness, safeguard personnel and equipment, and ensure uninterrupted connectivity for first responders.

BTX-IT selected Polarity Networks for this project due to their extensive experience and successful track record of implementing network solutions for the city. Their familiarity with existing infrastructure will streamline deployment and integration with current systems.

Funding for this contract will be sourced from the existing budget allocated to the Fire Station 1 Renovation Project.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

N/A

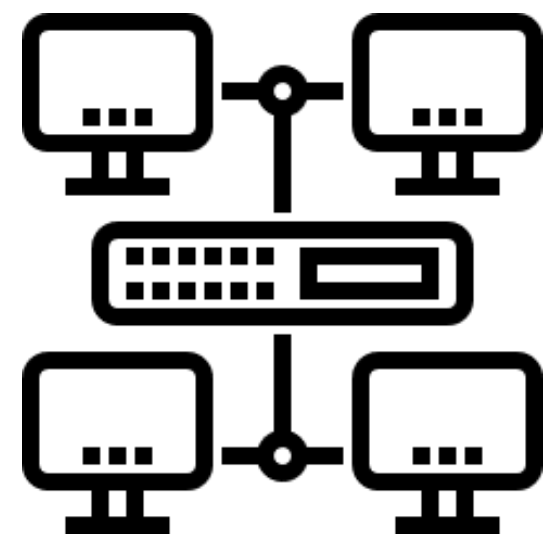
FISCAL IMPACT:

Proposed Expenditure/Revenue: Expenditure
Account Number(s): FA2302
Fund: Public Safety Bond Fund
Account Description: Fire Station 1 Renovation

STAFF CONTACT:

Hugo Rodriguez
Deputy Chief Technology Officer
hrodriguez@[burlesontx.com](mailto:hrodriguez@burlesontx.com)
682-312-2766

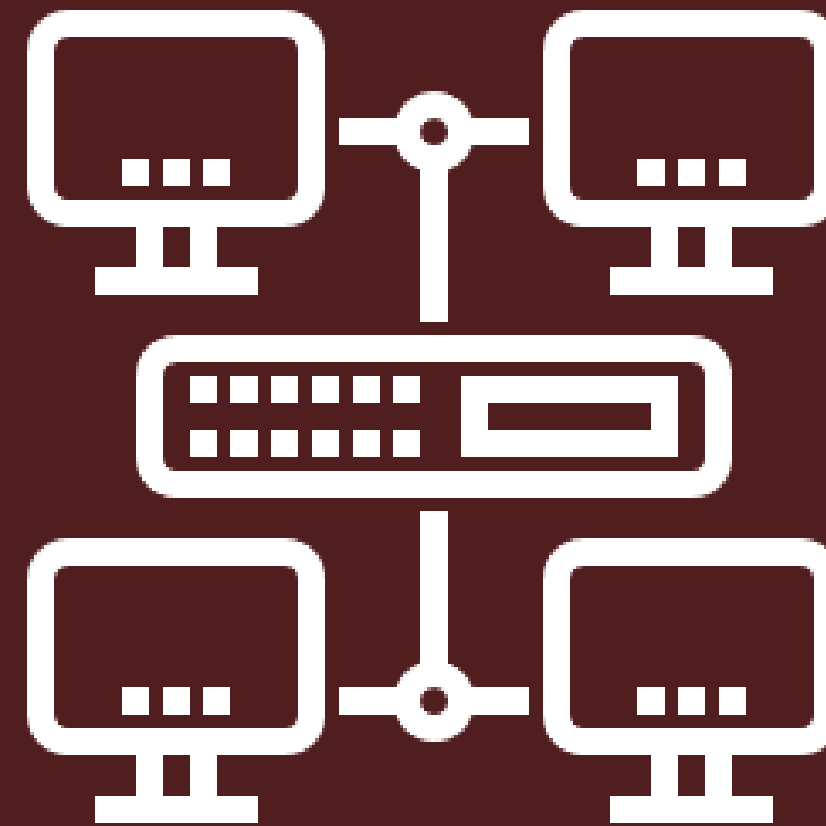
FIRE STATION 1 NETWORK INFRASTRUCTURE



Background

The City Council approved a contract for the renovation of Fire Station 1 in November 2024. As part of this project, funding was allocated to upgrade the station's network infrastructure to enhance:

- Reliability
- Security
- Operational efficiency



- ✦ **Budget Allocated: \$73,240.00**
- ✦ **Funding Source: FA2302 Fire Station 1 Renovation**
- ✦ **Quote for Network Infrastructure: \$73,240.00**

Key Points:

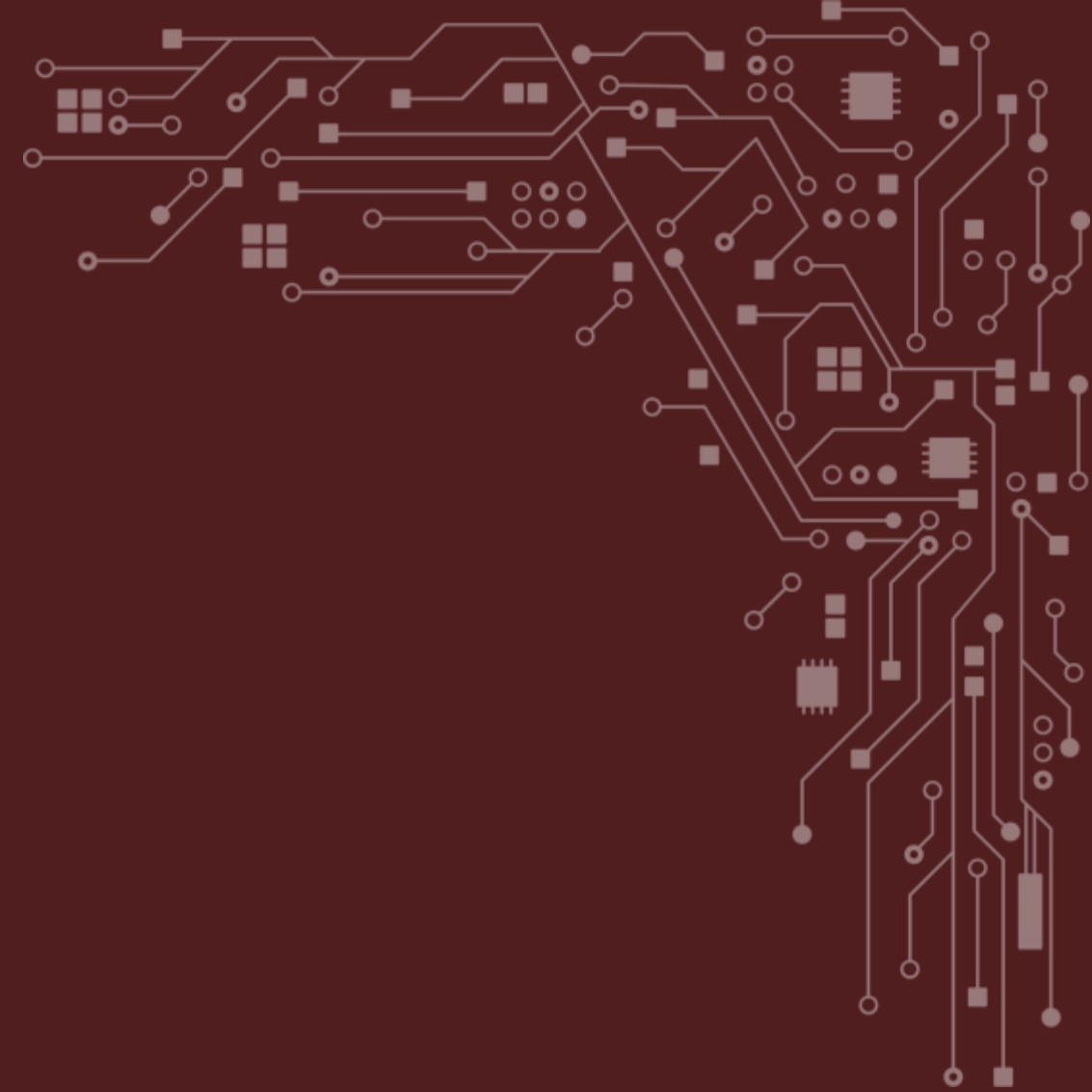
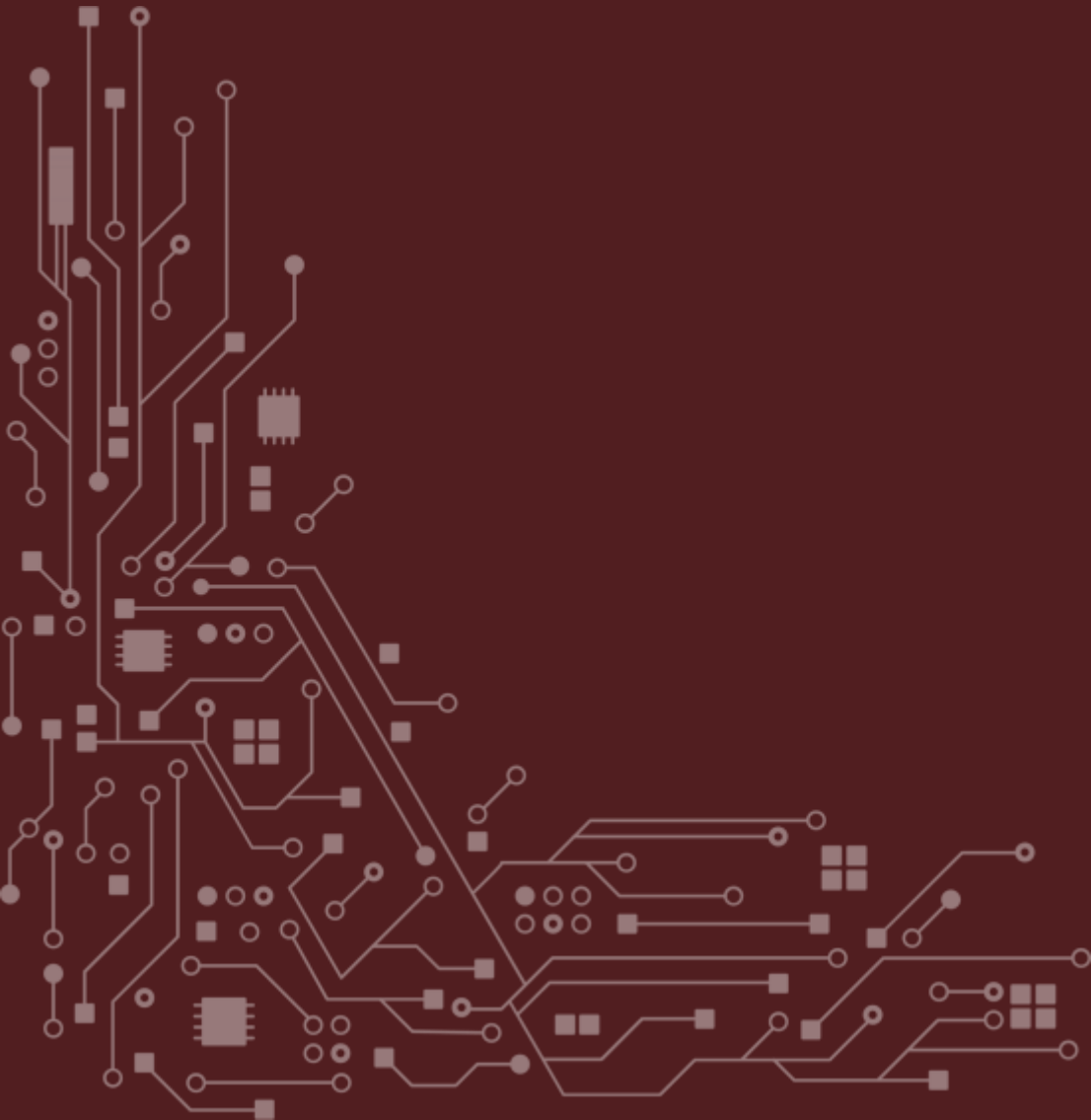
- ✓ The allocated budget matches the vendor quote exactly.
- ✓ Covers essential network infrastructure upgrades.

Authorize a contract with Polarity Networks, LLC, for the installation of the network infrastructure as part of the Fire Station 1 renovation.

Polarity Networks, LLC was selected due to their proven track record of successful network infrastructure installations for the city. Their experience and expertise make them the ideal choice for this critical project.

Approval of a contract with Polarity Networks, LLC, for the installation of networking infrastructure for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of \$73,240.00.







COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between POLARITY NETWORKS, LLC ("**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 TIPS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 23010401, as amended, (the "**Agreement**") with an expiration date of 04/30/2028.

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

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

Authorized Customer is eligible and desires to purchase

NETWORK INFRASTRUCTURE UPGRADES AT BURLESON FIRE STATION 1 (828 SW ALSBURY BLVD, BURLESON, TX 76028) AS OUTLINED IN ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

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

Purchase Price - Payments under this Customer Agreement are in the amount of SEVENTY-THREE THOUSAND, TWO HUNDRED THIRTY-NINE AND 59/100 DOLLARS (\$73,239.59) ("**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 17TH day of FEBRUARY 2025 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR: POLARITY NETWORKS, LLC

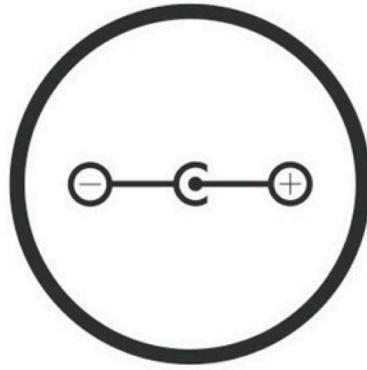
By: Reese Averett
C4BFD28623BF409...

Name: Reese Averett

Title: EVP- Co/Founder

Date: 1/29/2025

Date: _____



• POLARITY •
NETWORKS

Burleson Fire Station One Network Infrastructure Upgrades

PROPOSAL # 89551

AUGUST 27, 2024

TIPS Contract #23010401

PREPARED FOR

City of Burleson

James Grommersch
Chief Technology Officer

952-261-3221
jgrommersch@burlesontx.com

PREPARED BY

Polarity Networks

Reese Averett
*Executive Vice President /
Co-Founder*

844-410-1800
Reese@polaritynetworks.net

Overview

Scope of Work

Site Location: 828 SW Alsbury Blvd, Burleson, TX 76028

Fire Station #1 will undergo a full remodel and will expand to transform one of their bays into new offices. Polarity Networks to provide and install (170) new Cat 6 cables for network connectivity.

Polarity will also complete an MDF reconfiguration buildout with two 2 post racks and an IDF buildout with a 12RU lockable enclosed network cabinet. A fiber link between the IDF and MDF will consist of a 12F MMF OM3 Fiber Optical Cable.

The construction calls for a two phase approach, where everyone in the west wing of the building will move out to the admin side of the building. They will work from there while the construction and remodeling of the bay areas take place. After that is completed, everyone will then move to the new west wing and the remodeling of the admin offices will be done.

This proposal is turnkey and covers all labor and materials to complete the project based on the following:

The structured cabling will cover what is listed on the attached proposal drawings. These cables are approximately 225' each in length from their locations to the IDF. Drop boxes will be provided by the customer.

Testing, Certifications, & Commissioning: Polarity Networks will test and certify each cable upon completion of the project. We will provide a copy of all test certifications to the City of Burleson. Polarity will also work with the IT staff to be sure all cables are patched in the switch gear that is provided by the city.



This project will require (4) techs from start to finish to complete all structured cabling rough in, prep work, terminations, testing, labeling and commissioning. This proposal covers all labor needed based on the scope of work in this proposal.

The data breakdown is as follows:

(24) Cables to be installed for (12) Wireless Access Points, each one gets (2) cables

(26) Cables to be installed for (13) Security Cameras, each one gets (2) cables

(42) Cables to be installed for (21) PC or Docking stations, each one gets (2) cables

(24) Cables to be installed for (6) TVs, each one gets (4) cables

(54) Cables to be installed for (9) Dorm accommodations, each one gets (4) cables

170 TOTAL DATA CABLES



Project Cost

SERVICES			
Cat 6 Installation	\$220.50	170	\$37,485
\$220.50 per Cat 6 Cable Installed End to End. Cable Dressing, Cable Pathways, Terminations at Each End. Includes Labeling and Testing.			
Optical Fiber Installation for IDF to MDF	\$2,976	1	\$2,976
Multimode Fiber Installation All Prep Work and IDF Rack. Terminations & Testing			
IDF Buildout and Rack Installations	\$1,488	1	\$1,488
Wall Mount Rack Buildout & Installation Grounding & Bonding Backboard Prep, Paint & Installation Hardware Mounting			

SERVICES

Project Materials- Network Cabling \$0 1 \$0

(39k') Vertical/Hitachi Cat 6 UTP Cable Plenum
Black

(120) Vertical Cat 6 Jacks RJ45 - White (Outlet Side)

(170) Vertical Cat 6 Jacks RJ45 - Black (Panel Side)

(50) RJ45 Male Mod Plugs

(80) Keystone Black Blanks

(2) 1RU Black Blanks

(21) Vertical Wall Plates -Single Gang x Duplex 2
Port White

(15) Vertical Wall Plates -Single Gang x Duplex 4
Port White

(2) Vertical 1RU Cat 6+ 24 Open Port Patch Panel

(4) Vertical 2RU Cat 6+ 48 Open Patch Panel

(4) Panduit Horizontal Wire Managers 1RU w/
Hinged Covers - HFR

(4) Panduit Vertical Wire Managers w/ Hinged
Covers - VFR 80"

(1) Standard Network Rack - 42RU x19" x 7'

(2) Network Rack - Wall Mount Enclosed Cabinet
12RU Tinted Glass w Lockable Door

(170) Cat 6 Patch Cable - 28 AWG Small Diameter
Black 6"

(96) Cat 6 Patch Cable - 28 AWG Small Diameter
Black 7' (Workstation)

(24) Cat 6 Patch Cable - 28 AWG Small Diameter
Black 1' - 5' (Patch Panel & Switch)

(2) Cat 6 Patch Cable - 28 AWG Small Diameter Red
2' (Switch Uplinks)

(1) Grounding & Bonding Items : #6 AWG Ground
Wire, Rack Mount Ground Lugs, and Beam Clamp
Ground Lugs

(1) Painted Telecom Backboard 4x8 Fire Rated

(1) Painted Telecom Backboard 4x4 Fire Rated

SERVICES

Project Materials- Network Materials Continued from the list above	\$23,809.25	1	\$23,809.25
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(1) Toggle Bolt Anchors, Cut Washers, Fasteners, and Other Misc Fasteners and Hardware

(8) Erico Caddy Cat 32 BC 2" J Hooks Cable Pathway Support Hooks Wall Mount(1 Box of 25) (200)

(4) Erico Caddy Cat 32 BC 2" J Hooks Cable Pathway Support Hooks w/Beam Clamps (1 Box of 25) (100)

(5) Erico Caddy Cat 32 BC 4" J Hooks Cable Pathway Support Hooks Wall Mount

(2) P-Touch Label Tape 18mm White on Black

(1) P-Touch Label Tape 9mm White on Black

(2) Cyber Power 1RU Rack Mount PDU

(2) Bag of Rack Screws (50pcs) 10-24

(6) WBT 2X12 Shaped Basket Tray 10' sections

(1) WBT Splice Kit (50 pcs)

(4) WBT 12" Wall Support for Tray

(15) Rolls 1/2 Black Velcro Straps

(20) Rolls of Black Electrical Tape

(4) Jetline Pull Rope Buckets

(6) P-Touch Label Tape 24mm Black on White

(6) P-Touch Label Tape 9mm Black on White

SERVICES

Project Materials- Pathways \$5,981.34 1 \$5,981.34

- (2) NEMA Type 1 Enclosures 16" x 16" x 8"
- (100) Metal screws ¼" x ½"
- (200) Metal screws #8 1-¼"
- (200) Tapcon concrete anchor screw ¼" x 1-¾"
- (6) Unistrut regular profile 1-5/8", 10ft sections
- (32) 4in EMT strut straps
- (16) 2in EMT strut straps
- (16) 4in EMT conduit tubes, 10ft sections
- (14) 4in EMT compression couplers,
- (4) 4in EMT compression connectors,
- (8) 2in EMT conduit tubes, 10ft sections
- (7) 2in EMT compression couplers
- (2) 2in EMT compression connectors
- (4) tube of red fire stop sealant
- (50) Toggle bolts ¼" x 2 ½"
- (25) Lag bolts ¼" x 2", fully threaded
- (4) Hilti screw concrete anchors 3/8" x 3"

Scissor Lift & Rental Equipment \$1,500 1 \$1,500

- 26' Electric Scissor Lift
- Delivery & Pickup Fees included
- 3 week rentals x 2 phases

Subtotal	\$73,239.59
Tax (0%)	+\$0
TOTAL	\$73,239.59

Terms & Conditions

GENERAL EXCLUSIONS

1. This proposal covers all that is needed to complete the scope of work listed above. If there are any changes or additions to the labor or material by customer request, those changes will be an additional cost added to the final invoice. All changes will be approved by the customer, before any revisions or additions are made.
2. Unseen Issues: We may encounter some "unseen" issues throughout the installation / connectivity process. If there is a need for additional labor, custom work, or anything not listed in the scope of work above, we will discuss with the customer before any changes are made. Unseen issues can also be defined as any difficulty or barrier obstacle on site that slows down the progress of work or that may cause the need for additional material to overcome. All changes will be discussed with the customer, and approved before any changes are made.

PAYMENT TERMS

Polarity Networks will invoice for 50% of the total payment before work begins, and will invoice for the balance when all work under the attached scope has been completed. All pricing is based on the material and scope of work listed in this proposal. Final payment will be due (NET 10) from day of completion, and the date will be listed on the final invoice.

NOTE: If the project runs longer than 30 days, (outside of the control of Polarity Networks) we will submit an invoice for 25% of the remaining balance before the project is completed. If this happens, we will invoice for the remaining 25% balance after completion of our scopes of work.

By signing or issue of a PO#, the Customer agrees to scope of work, conditions, and payment rates and terms.

Agreement

By signing, the Customer agrees to the proposed scope of work, conditions, and payment terms.

Polarity Networks, LLC

DocuSigned by:

C1BFD28623BE409...
 Reese Averett

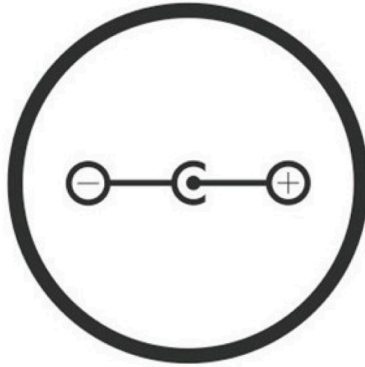
Reese Averett
Executive Vice President / Co-Founder

300 Bailey Street, Suite 200
Fort Worth, Texas 76107

City of Burleson

 SIGNATURE _____

141 W. Renfro St.
Burleson, Texas 76028



• POLARITY •
NETWORKS

844-410-1800

300 BAILEY AVE. SUITE 200
FORT WORTH, TX 76107

POLARITYNETWORKS.NET

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez, Deputy Chief Technology Officer

MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a contract with Stone Security for the purchase and installation of access control and cameras for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of \$75,727.59. (FA2302) (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

SUMMARY:

As part of the Fire Station 1 renovations, this contract will provide and install security cameras and access control systems for enhanced facility security. The security cameras will offer comprehensive surveillance coverage, improving situational awareness and ensuring the safety of personnel, equipment, and visitors. The access control system will regulate entry to secure areas, allowing only authorized personnel to access critical sections of the facility.

BTX-IT selected Stone Security for this project based on their expertise in security system installations and their proven ability to integrate with the city's existing infrastructure. Their experience ensures a seamless deployment that aligns with the city's security standards.

Funding for this contract will be sourced from the existing budget allocated to the Fire Station 1 Renovation Project.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

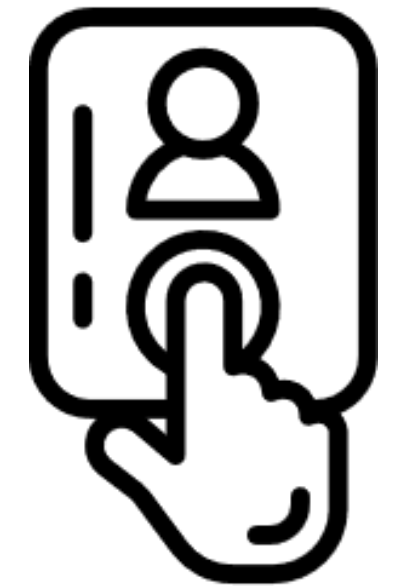
Proposed Expenditure/Revenue: Expenditure
Account Number(s): FA2302

Fund: Public Safety Bond Fund
Account Description: Fire Station 1 Renovation

STAFF CONTACT:

Hugo Rodriguez
Deputy Chief Technology Officer
hrodriguez@[burlson.tx.com](mailto:hrodriguez@burlson.tx.com)
682-312-2766

FIRE STATION 1 ACCESS CONTROL & CAMERAS



Background

The City Council approved a contract for the renovation of Fire Station 1 in November 2024. As part of this project, funding was allocated for the installation of security cameras and access control systems to enhance the safety and security of the station.



Budget

- 📌 **Budget Allocated: \$81,201.00**
- 📌 **Funding Source: FA2302 Fire Station 1 Renovation**
- 📌 **Quote for Access Control Infrastructure: \$75,727.59**

Key Points:

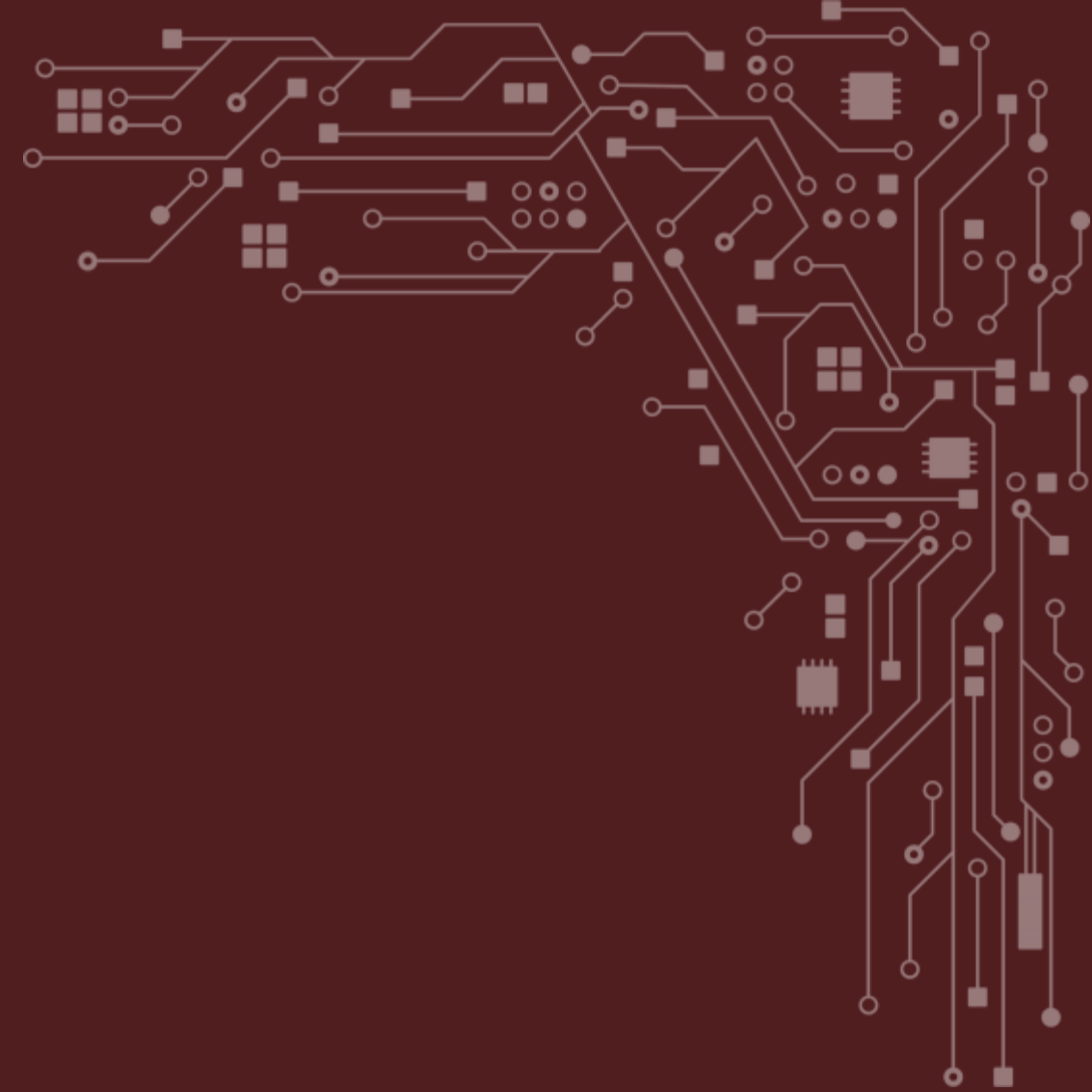
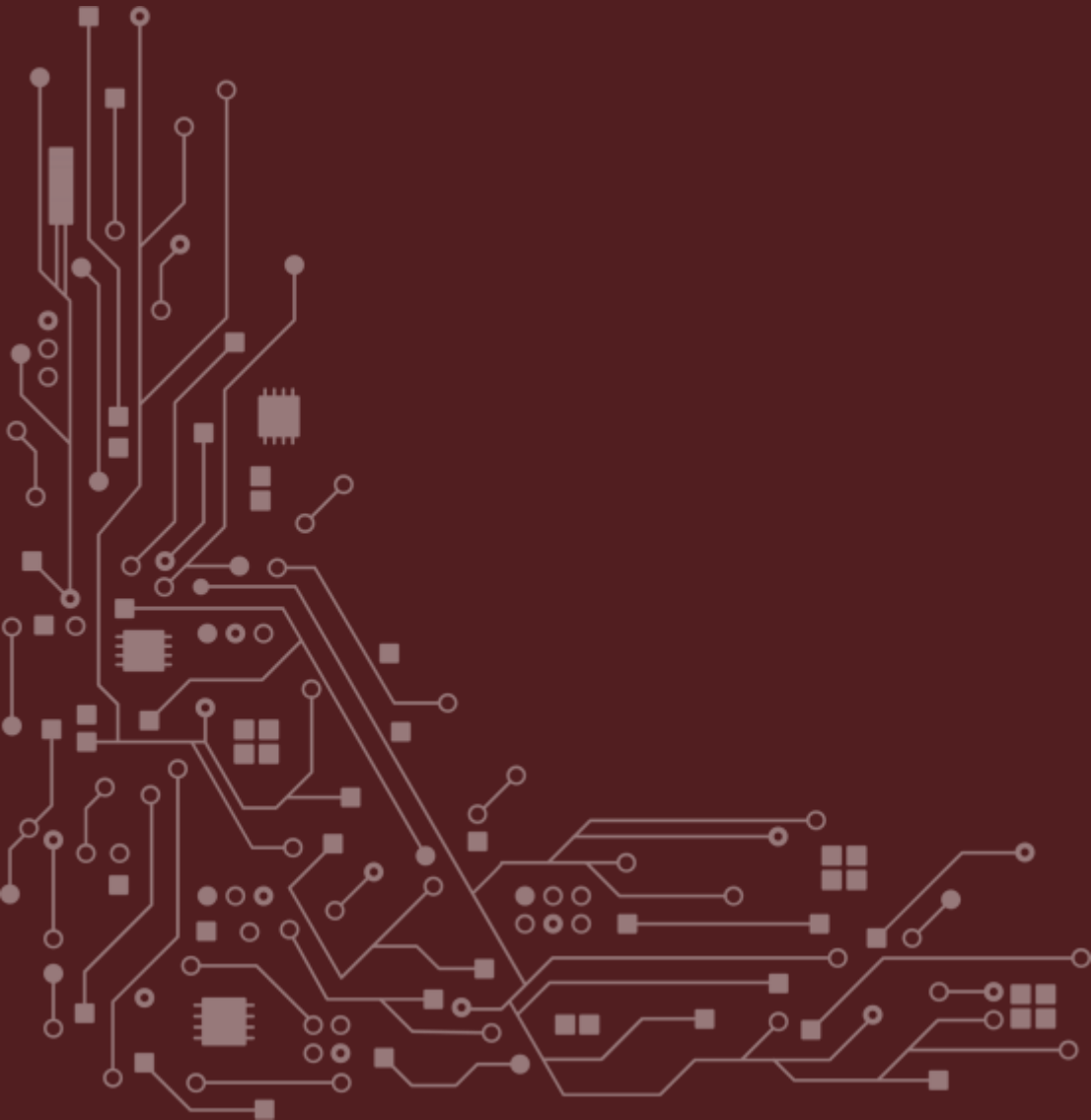
- ✓ The allocated budget exceeds the quoted cost, leaving a remaining balance.
- ✓ Covers essential access control systems for Fire Station 1.

Authorize a contract with Stone Security for the installation of access control and cameras for the Fire Station 1 renovation.

Stone Security was selected due to their proven track record of successful access control and camera installations for the city. Their experience and expertise make them the ideal choice for this critical project.

Approval of a contract with Stone Security for the purchase and installation of access control and cameras for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of \$75,727.59.







COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between STONE SECURITY, LLC ("**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 TIPS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 240801, as amended, (the "**Agreement**") with an expiration date of 10/31/2027.

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

ACCESS CONTROL AND AXIS CAMERA INSTALLATION AT BURLESON FIRE STATION 1 (828 SW ALSBURY BLVD) AS OUTLINED IN ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

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

Purchase Price - Payments under this Customer Agreement are in the amount of SEVENTY-FIVE THOUSAND, SEVEN HUNDRED TWENTYSEVEN AND 59/100 DOLLARS (\$75,727.59) ("**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 17TH day of FEBRUARY 2025 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR **STONE SECURITY, LLC**

Signed by: Jacob Onstad
By: _____
3F9CAC3E66A649A...

Name: Jacob Onstad

Title: Account Manager

2/1/2025

Date: _____



We have prepared a quote for you

Fire Station 1 - VMS + ACS

Quote # 011387 Version 2

Prepared for:

City of Burleson

Prepared by:

Jacob Onstad



VMS

MPN	Product Description	Qty	Price	Ext. Price
	Exterior			
02060-001	Axis P3818-PVE - Outdoor Multisensor Dome, 13MP Multisensor, 3 Sensor Stitched, 180° HFOV, 90° VFOV, Seamless Pan/Tilt/Roll, 30 fps, Forensic WDR, Lightfinder, Two-way Audio, I/O, 3.5mm Input, SD Slot - 02060-001	2	\$1,609.37	\$3,218.74
5506-951	Axis Mount - Wall Bracket - T91G61 - White, IP66, NEMA 4X and IK10, Injector Compartment, Pre-Mounted IP66 rated RJ45 connector (Compatible with Q3709, P55, P56, Q60 and Q61 Series) - 5506-951	5	\$181.77	\$908.85
02107-001	Axis TQ3101-E Pendant Kit - Outdoor Pendant Kit for mounting Axis Q38 Series - 02107-001	5	\$82.17	\$410.85
01819-001	Axis Q3819-PVE - Outdoor/Indoor, Multi-Sensor, 14MP, 180° HFOV, Seamless Stching, Object Analytics, Forensic WDR, Lightfinder, H.265, Two-way Audio, External Mic Input, I/O, SD Slot - 01819-001	3	\$1,783.67	\$5,351.01
02371-001	Axis M3215-LVE - Outdoor Dome Camera, 1080P HDTV, IR, 30fps, 100i HFOV, H.265, IK10, Zipstream, WDR, SD Slot - 02371-001	1	\$488.87	\$488.87
5507-641	Axis Mount - Wall Bracket - T91H61 - Wall Mount designed with a built-in RJ45 cable and connection, 1.5" NPS thread, Compatibility with all pendant kits for Axis Fixed Dome Cameras - 5507-641	1	\$165.17	\$165.17
02548-001	Axis TP3103-E - Pendant Kit - for Axis M32 and P32 - 02548-001	1	\$65.57	\$65.57
02504-001	Axis Q1805-LE - Outdoor Fixed Bullet Camera, 2MP/1080P, IR, DLPU, Forensic WDR, Lightfinder 2.0, 4.3-137mm, 32x Optical Zoom, SD Slot, Autofocus, Remote Zoom, Zipstream - 02504-001	2	\$1,202.67	\$2,405.34
01457-001	AXIS T94V01C DUAL CAMERA MOUNT - 01457-001	2	\$90.47	\$180.94
02633-001	Axis P3735-PLE Panoramic Camera - 4x2MP Sensors, 30FPS, 360IR - 02633-001	1	\$1,244.17	\$1,244.17
01513-001	Axis Mount - Pendant Kit - T94N01D - Pendant Kit for Axis P3719-PLE / P3727 -PLE, P3735-PLE, P3737-PLE, IP Camera,1.5-inch NPS thread - 01513-001	1	\$82.17	\$82.17
5504-821	Axis Mount - Wall Bracket - T91D61 - (for P33-V/VE Series, Q35-V/VE Series) 1.5" NPS thread for fixed dome pendant kits. Includes mounting plate, pipe seal & conduit hole cover, for , White - 5504-821	3	\$82.17	\$246.51
5017-641	Axis Mount - Corner Bracket - T91A64 - Requires T91D61 Wall Bracket - for Axis P55-series, Q60-series, P33-series Pendant Kit - 5017-641	1	\$73.87	\$73.87
	Interior			
02634-001	Axis P3737-PLE Panoramic Camera 4X 5MP - 02634-001	2	\$1,410.17	\$2,820.34
01513-001	Axis Mount - Pendant Kit - T94N01D - Pendant Kit for Axis P3719-PLE / P3727 -PLE, P3735-PLE, P3737-PLE, IP Camera,1.5-inch NPS thread - 01513-001	2	\$82.17	\$164.34



VMS

MPN	Product Description	Qty	Price	Ext. Price
01473-001	Axis Mount - Pole Bracket - T91B67 - Outdoor-ready, 1.5" NPS thread, 1 pair of stainless steel straps, 2.5-6.5", White - 01473-001	2	\$90.47	\$180.94
02511-001	Axis M4318-PLVE - Outdoor Fisheye Dome - 12MP, IR, 360° or 180° pano views, 30 fps, Sharpdome, AI, H.265 - 02511-001	1	\$746.17	\$746.17
01604-001	Axis M3115-LVE - Exterior/Interior Mini Dome, HDTV 1080P, Flat-face, IR, 105° field of view, H.265, 30 fps, Forensic WDR, Lightfinder, Zipstream, SD Slot - 01604-001	2	\$289.67	\$579.34

Subtotal: **\$19,333.19**
 Estimated Tax: **\$0.00**

VMS Misc

MPN	Product Description	Qty	Price	Ext. Price
	Licenses, Lifts, Misc. & Labor			
XPPPLUSDL	Milestone - XProtect Professional+, Device License - XPPPLUSDL	14	\$141.60	\$1,982.40
Y3XPPPLUSDL	Milestone - Care+, XProtect Professional+, Device License, 3 Years - Y3XPPPLUSDL	14	\$55.20	\$772.80
Hardware - SV Misc	Misc. Hardware - Surveillance, per device - Hardware - SV Misc	14	\$18.00	\$252.00
Rental - Boom Lift - Weekly	Rental - Equipment Rental, 46' Straight Boom w/ Jib Lift, Weekly Rate (1-2 Weeks) - Rental - Boom Lift - Weekly	1	\$1,622.88	\$1,622.88
Labor	Installation & Configuration	1	\$8,195.00	\$8,195.00

Subtotal: **\$12,825.08**
 Estimated Tax: **\$0.00**

ACS

MPN	Product Description	Qty	Price	Ext. Price
	Head End			
LNL-1320-S3	Lenel - LNL-1320-S3 - Dual Reader Interface Module - Series 3 - Supports OSDP Readers, 12/24VDC, 2 Reader Interface, 8 Inputs	7	\$700.40	\$4,902.80
FPO150-B1002C82D8E4	Access Power Supply/Charger - 12A/12V or 6A/24V, 16 Controlled Outputs (fused), 16 Distributed Outputs (fused), B100 Secondary Voltage Module, E4 Enclosure (24" x 20" x 6.5") - FPO150-B1002C82D8E4	1	\$780.53	\$780.53



ACS

MPN	Product Description	Qty	Price	Ext. Price
BT1212	Battery, 12VDC, 12AH - 3.75" x 5.94" x 3.5" (WxLxH) - BT1212	2	\$76.50	\$153.00
	Doors			
40NKS-00-000000	Reader - Signo 40, Switch, Pigtail, Standard Profile (Mobile, SEOS, iClass /SE/SR, Prox), Black Body w/ Silver Trim - 40NKS-00-000000	13	\$325.00	\$4,225.00
DS160	REX - Exit Motion Sensor w/ Sounder, Door Monitor - DS160 (use with optional TP160)	13	\$80.75	\$1,049.75
TP160	REX - Exit Motion Sensor, Trim Plate, Gray - TP160 (use with DS160)	13	\$1.87	\$24.31
184-12-W	Door Sensor - 1" Recessed, Steel Door Contact, White - 184-12-W	13	\$6.75	\$87.75
1006CS-12/24D-630	HES Electric Strike - 1006CS-630 - 12/24 VDC, Static Load, Satin Stainless Steel, Faceplate, for Cylindrical and Mortise Lockset with or without 1" deadbolt - 1006CS-12/24D-630	13	\$484.50	\$6,298.50
	Cable, Misc. & Labor			
446100	Wire - Access, 4 Elem Comp Cable CMP White Jkt - 1,000' Roll - 446100	3.9	\$1,096.20	\$4,275.18
Hardware - AC Misc	Misc. Hardware - Access Control, per device - Hardware - AC Misc	13	\$22.50	\$292.50
Labor	Installation, Configuration & Cabling	1	\$21,480.00	\$21,480.00

Subtotal: **\$43,569.32**

Estimated Tax: **\$0.00**

Statement of Work

Deliverable

TIPS CONTRACT #240801 | EXPIRES 10/24/27

Stone Security will install S2 Access Control and Axis Cameras at Burleson Fire Station 1. All panels, cabling, door hardware, and readers will be provided and installed. All doors will require home-run cabling back to the panels which will be located in the IT area. Stone Security will provide Access-Control cabling, the customer will provide CAT6 cabling to the camera locations.

VMS

Exterior:

- North Wall
 - Axis P3818-PVE
 - Wall-Mount
- South Courtyard Patio
 - Axis P3818-PVE
 - Wall-Mount



- West Bay Doors
 - Axis Q3819-PVE
 - Wall-Mount
- East Bay Doors
 - Axis Q3819-PVE
 - Wall-Mount
- SW Wall - Parking
 - Axis Q3819-PVE
 - Wall-Mount
- Side Entrance
 - Axis M3215-LVE
 - Wall-mount
- SW-N Wall Facing Parking
 - Q1805-LE
 - Wall-mount
- SW-E Wall Facing Parking
 - Q1805-LE
 - Wall-mount
- SE Corner - Front Walkway
 - Axis P3735-PLE
 - Corner Mount

Interior:

- Truck Bay North
 - Axis P3737-PLE
 - Pole Pendant
- Truck Bay South
 - Axis P3737-PLE
 - Pole Pendant
- Medical Storage
 - Axis M4318-PLVE
 - Ceiling Mount
- West Vestibule
 - Axis M3115-LVE
 - Ceiling Mount
- East Vestibule
 - Axis M3115-LVE
 - Ceiling Mount

ACS

1. 13 Doors will have the following installed:
 1. Reader
 2. Rex
 3. DPS
 4. Mortise Strike

Power Supplies + Panels

7x Mercury Door Controller Boards

10x S2 Portal Licenses



Life Safety Power Supply & cabinet for Mercury Boards

Exclusions

ACCESS CONTROL EXCLUSIONS

- For doors where existing wire is to be used for cost savings, quote assumes wire is in good working order, has all necessary strands, and has been ran in a manner favorable to proper operation of an Lenel/S2 Access Control system. Any adjustments or re-wiring to achieve proper results will be added as a change order.
- Quote not valid until owner provides PACS about page.
- Quote does not include the required card credentials. Please consult with Stone Security to select proper cards and quantities.
- Quote assumes any additional conduit may be added as a change order.
- Quote assumes any lift work required may be added as a change order.
- Quote assumes all doors are in proper working order. Any adjustments to the doors that need to be made for normal opening and closing functionality to take place will not be covered by Stone Security.
- Quote assumes that all doors being added to the access control system have the proper hardware to allow for locking to take place. If door handles need to be upgraded this will not be covered by Stone Security
- Quote excludes any removal of existing access control equipment or existing cabling, raceway, or conduit unless specifically outlined in the scope of work and proposal.
- For project leasing options please consult your Stone Rep
- Quote does not include costs for Permitting, if required, permit costs will be added as a change order.
- Mobile credentials (Bluetooth) are not included and can be added if desired – please talk to your Stone Security representative to learn more about credential options.
- Access control headend shall be wall-mounted. If rack-mount is desired, please talk to your Stone Security representative to learn more about rack-mount options
- Quote assumes AC110 power is available in MDF/IDF (suicide wire not allowed) any costs to ensure proper power requirements are met will be added as a change order.

VIDEO SURVEILLANCE EXCLUSIONS

- Quote assumes owner to provide video recording server, network infrastructure, Patch Panels, network connectivity, POE switches, UPS, and viewing workstations.
- Quote assumes all network cabling to camera locations is provided by others/owner.
- Quote assumes existing workstations meet minimum specifications for viewing cameras through Milestone VMS.
- Quote assumes any additional conduit may be added as a change order.
- Quote excludes any removal of existing cameras or existing cabling, raceway, or conduit unless specifically outlined in the scope of work and proposal.
- Quote assumes rack space is available to mount full sized servers (is the rack two-post or four-post, Picture required for verification)



Fire Station 1 - VMS + ACS

Prepared by:

Dallas
 Jacob Onstad
 +12105000381
 jacob.onstad@stonesecurity.net

Ship To:

City of Burleson
 141 West Renfro Street
 Burleson, TX 76028
 James Grommersch
 jgrommersch@burlesontx.com

Bill To:

City of Burleson
 141 West Renfro Street
 Burleson, TX 76028
 James Grommersch
 jgrommersch@burlesontx.com

Quote Information:

Quote #: 011387
 Version: 2
 Delivery Date: 01/29/2025
 Expiration Date: 11/18/2024
 Net 30

Quote Summary

Description	Amount
VMS	\$19,333.19
VMS Misc	\$12,825.08
ACS	\$43,569.32

Total: \$75,727.59

Pricing:

Payment of all applicable state and local taxes are the responsibility of the customer. Please verify that all taxes are correct based on your organization and notify Stone Security if any changes are needed.

Quotes and pricing terms are negotiated between Customer and Stone Security and may be unique to the Customer. Therefore, and except as otherwise provided by law, Customer hereby agrees to keep the pricing arrangement confidential for a period of no less than three (3) years from the date of the signed quote. Customer will not use this confidential information in furtherance of its business, or the business of anyone else, whether or not in competition with Stone Security.

Credit Card payments are subject to a 3% processing fee.

Return Policy:

Purchases are subject to a 30 day return policy on products which are unopened and in new condition. Returns may be subject to a restocking fee depending on manufacturer restrictions. Custom products and open boxes are nonreturnable.

Support:

Systems not covered by a Support Agreement will be billed time and materials.

Acceptance:

By signing below, you agree to the Pricing, Deliverables, Return Policy and Support of this Quote and are duly authorized to sign on behalf of the Company. Please note that all materials will be invoiced upon quote acceptance or receipt of Purchase Order.



Dallas

City of Burleson

Signed by:

Jacob Onstad

Signature:

3F9CAC3E66A649A...

Name:

Jacob Onstad

Title:

Sales Account Manager

Date:

01/29/2025

Signature:

Name:

Date:

Quote Information:

Quote # 011387 Version 2

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1264965

Date Filed:
 02/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Stone Security LLC, a BearCom Company
 Salt Lake City, UT United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 FEB 17 FS1
 Electronic Security - Video Surveillance & Access Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stone Security LLC, a BearCom Company	Salt Lake City, UT United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Carly Maynes, and my date of birth is _____.

My address is 351 W Lawndale Dr., Salt Lake City, UT, 84115, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Salt Lake County, State of Utah, on the _____ day of _____, 20____.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez, Deputy Chief Technology Officer

MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a three-year contract with SHI Government Solutions for the Microsoft Enterprise Agreement through a cooperative purchase agreement with DIR in the amount of \$657,576.00. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

SUMMARY:

The City secures its Microsoft Enterprise Agreement through a three-year contract with SHI Government Solutions, the state's authorized vendor for Microsoft licensing. This agreement ensures uninterrupted access to essential Microsoft software and services across City departments, providing extended support, regular updates, and new releases to maintain security and efficiency. To accommodate potential price fluctuations or additional licensing needs, the total cost includes 10% contingency.

The agreement covers critical software, including Windows, Office, Exchange, Server, O365, SQL Server, Visio, and Terminal Server. Pricing is established through the State of Texas Department of Information Resources contract DIR-TSO-5237, with annual funding allocated in the Support Services budget.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

N/A

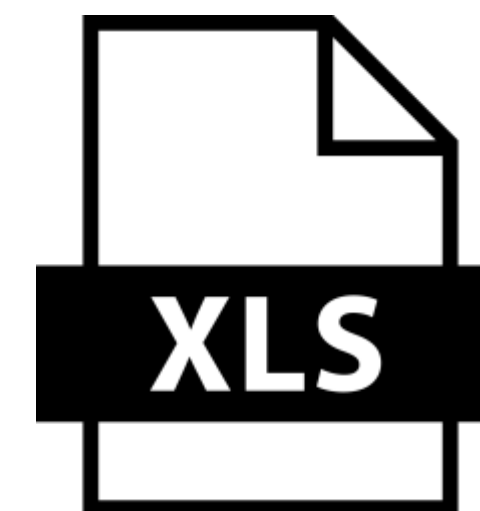
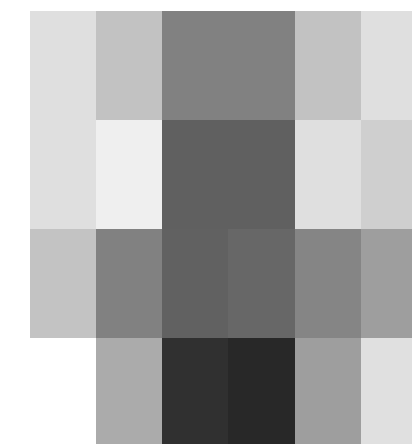
FISCAL IMPACT:

Proposed Expenditure/Revenue: Expenditure
Account Number(s): 6108001-63506
Fund: Support Services Fund
Account Description: Computer Software M&R

STAFF CONTACT:

Hugo Rodriguez
Deputy Chief Technology Officer
hrodriguez@[burlesontx.com](mailto:hrodriguez@burlesontx.com)
682-312-2766

MICROSOFT ENTERPRISE AGREEMENT



The City purchases its Microsoft Enterprise Agreement for volume software licensing on a three-year term from SHI Government Solutions, the state contract holder with Microsoft.

The annual software subscription fees include:

- Access to the software
- Extended software support
- Software updates and new releases

Background Cont.

This agreement provides licensing for the following Microsoft software:

- Windows
- Office
- Exchange (email)
- Server
- O365 (cloud-based access)
- SQL Server
- Visio
- Terminal Server



Budget

- ✦ Funding Source: Support Service Fund (Annual Budgeting)
- ✦ Purpose: Microsoft Licensing Coverage for Three Years

Yearly Budget Allocation:

Year 1: \$199,265.22

Year 2: \$199,265.22

Year 3: \$199,265.22

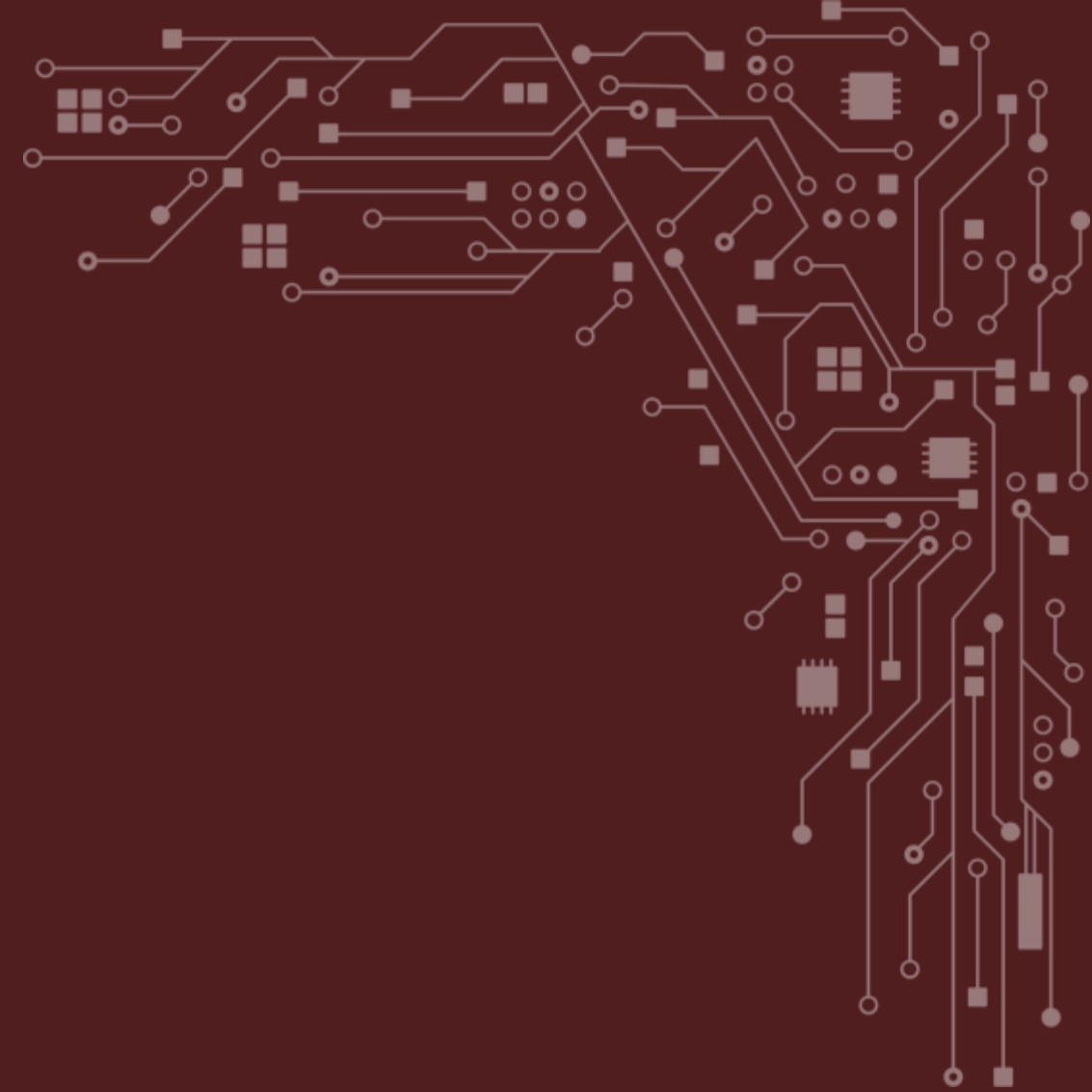
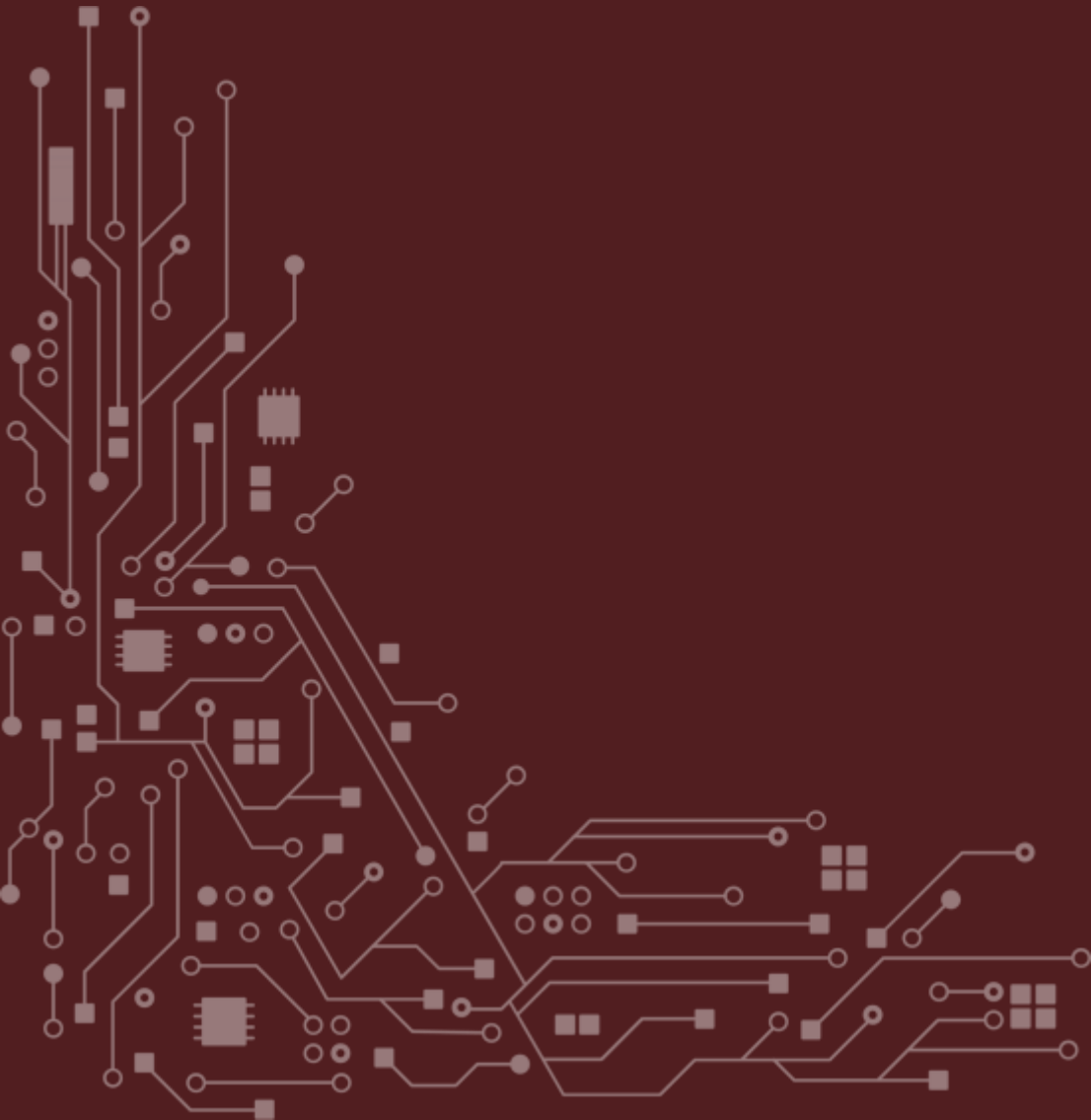
Total Budget Over 3 Years: \$597,795.66

- ✦ Contingency Amount: \$59,779.57 (10%)
- ✦ Total Budget with Contingency: \$657,575.23

Authorize a three-year contract with SHI Government Solutions, the state's authorized vendor for Microsoft licensing, to secure its Microsoft Enterprise Agreement and ensure uninterrupted access to essential software, support, updates, and new releases.

Approval of a three-year contract with SHI Government Solutions for the Microsoft Enterprise Agreement through a cooperative purchase agreement with DIR in the amount of \$657,576.00.





COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SHI GOVERNMENT SOLUTIONS 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 TEXAS DEPARTMENT OF INFO Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** DIR CPO 5237, as amended, (the "Agreement") with an expiration date of 9/22/2029.

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

SEE 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 FIVE HUNDRED NINETY-SEVEN THOUSAND, SEVEN HUNDRED NINETY-FIVE ("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 three (3) year(s) expiring on 1/31/28

Customer Agreement shall be with a single vendor for maintenance and support. 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 17 day of FEBRUARY 2025.

CITY OF BURLESON

VENDOR SHI GOVERNMENT SOLUTIONS INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A



Pricing Proposal

Quotation #: 25777603

Reference #: EA - 54358492 - Budgetary Renewal LSA

Created On: 1/28/2025

Valid Until: 2/28/2025

TX-City of Burleson

Scott Heisey

United States

Phone: 817.426.9674

Fax:

Email: sheisey@burlesontx.com

Microsoft Inside Account Manager

Vivien Cruz

290 Davidson Ave.

Somerset, NJ 08873

Phone: 732-868-5926

Fax:

Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CCAL Bridge O365 FSA Renewal Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	300	\$16.80	\$5,040.00
2 CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	193	\$19.80	\$3,821.40
3 O365 G1 FSA GCC Renewal Sub Per User Microsoft - Part#: 7R6-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	300	\$79.08	\$23,724.00
4 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	393	\$104.88	\$41,217.84
5 O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	125	\$250.08	\$31,260.00
6 Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Adobe/Microsoft Software & Related Services	10	\$277.68	\$2,776.80

Contract #: DIR-CPO-5237
 Coverage Term: 2/1/2025 – 1/31/2026
Note: Year 1 of 3 Commitment

7	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	10	\$163.08	\$1,630.80
8	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	20	\$184.80	\$3,696.00
9	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	4	\$92.88	\$371.52
10	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	8	\$637.50	\$5,100.00
11	SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	24	\$1,487.48	\$35,699.52
12	Teams Phone Standard GCC Sub Per User Microsoft - Part#: LK9-00003 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	15	\$73.92	\$1,108.80
13	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	24	\$434.88	\$10,437.12
14	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	10	\$139.44	\$1,394.40
15	Visio Professional ALng SA Microsoft - Part#: D87-01159	43	\$108.72	\$4,674.06

Contract Name: Adobe/Microsoft Software & Related Services
 Contract #: DIR-CPO-5237
 Coverage Term: 2/1/2025 – 1/31/2026
Note: Year 1 of 3 Commitment

16	Win Enterprise Device ALng SA Microsoft - Part#: KV3-00368 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	350	\$48.59	\$17,006.50
17	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	21	\$26.36	\$553.56
18	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	80	\$21.42	\$1,713.60
19	Win Server Standard Core ALng LSA 2L Microsoft - Part#: 9EM-00562 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	160	\$50.24	\$8,038.40
20	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment	743	\$0.00	\$0.00
21	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5 Microsoft - Part#: LML-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: Year 1 of 3 Commitment, requires amendment signature	1	\$0.00	\$0.00

Subtotal	\$199,265.22
*Tax	\$0.00
Total	\$199,265.22

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Year 1 (Feb-01-2025 to Jan-31-2026): \$199,265.22

Year 2 (Feb-01-2026 to Jan-31-2027): \$199,265.22

Year 3 (Feb-01-2027 to Jan-31-2028): \$199,265.22

Total: \$597,795.66

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Harlan Jefferson, Deputy City Manager
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a resolution approving the city's Equipment Replacement Fund Program. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

The Equipment Replacement Fund (ERF) Program 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 Program 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 program defines the funding mechanism, where departments contribute to the ERF based on the estimated replacement cost and expected useful life of each item. The program also specifies how sale proceeds,

investment income, and claims are credited to the ERF, ensuring sufficient funds are available for future replacements.

RECOMMENDATION:

Approve the resolution authorizing the city's Equipment Replacement Fund Program; and declaring an effective date.

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

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

On February 3, 2025, the City Council received a report and presentation on the ERF program and expressed support for approving the program policy document.

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 17, 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

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 the 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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING THE CITY’S EQUIPMENT REPLACEMENT FUND PROGRAM; AND DECLARING 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 has reviewed the City’s equipment replacement fund; and

WHEREAS, the City Council desires to establish a formal set of policies and procedures to ensure that adequate funds will be available to purchase City vehicles and equipment and that the City’s vehicles and equipment are managed accordingly; and

WHEREAS, the City Council desires to approve a formal equipment replacement fund program.

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

Section 1.

The Equipment Replacement Fund Program policy, attached hereto as Exhibit “A”, is hereby approved.

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

Exhibit A

EQUIPMENT REPLACEMENT FUND PROGRAM

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CONTRIBUTION = ITEM REPLACEMENT PRICE / EXPECTED USEFUL LIFE

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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.

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

Tommy Ludwig, City Manager

City Council Regular Meeting

DEPARTMENT: Capital Engineering Department

FROM: Randy Morrison, PE, Director of Capital Engineering

MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on the amendment to professional services agreement with Ellerbee-Walczak, Inc. (CON#112-07-2024) in the amount of \$19,022.00, for a revised total contract amount of \$51,022.00. (*Staff Presenter: Randy Morrison, PE, Director of Capital Engineering*)

SUMMARY:

The professional services agreement, dated July 10, 2024, is for material testing services associated with the ongoing 2023 Water and Sewer Rehabilitation (WW2390) project.

The original contract fee was in the amount of \$32,000.00, which is within the City Manager's approval authority to sign. Therefore, the original contract was not approved by City Council. The project testing requirements have exceeded the original estimated fee amount within the contract and now needs to be amended in order to continue supporting the construction activities of the project. Additional construction work and field conditions led to increased testing needs and a change to what was originally estimated by the consultant.

The proposed amendment of \$19,022.00 with Ellerbee-Walczak, Inc., increases the total contract amount to \$51,022.00, which exceeds the approval authority of the City Manager and now requires City Council approval.

RECOMMENDATION:

Consider and take possible action of the amendment to professional services agreement with Ellerbee-Walczak, Inc. (CON#112-07-2024) in the amount of \$19,022.00, for a revised total contract amount of \$51,022.00.

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

DATE

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$19,022.00
Account Number(s): 5203101-70020
Fund: Water/Sewer Bond Fund
Project No: WW2390

STAFF CONTACT:

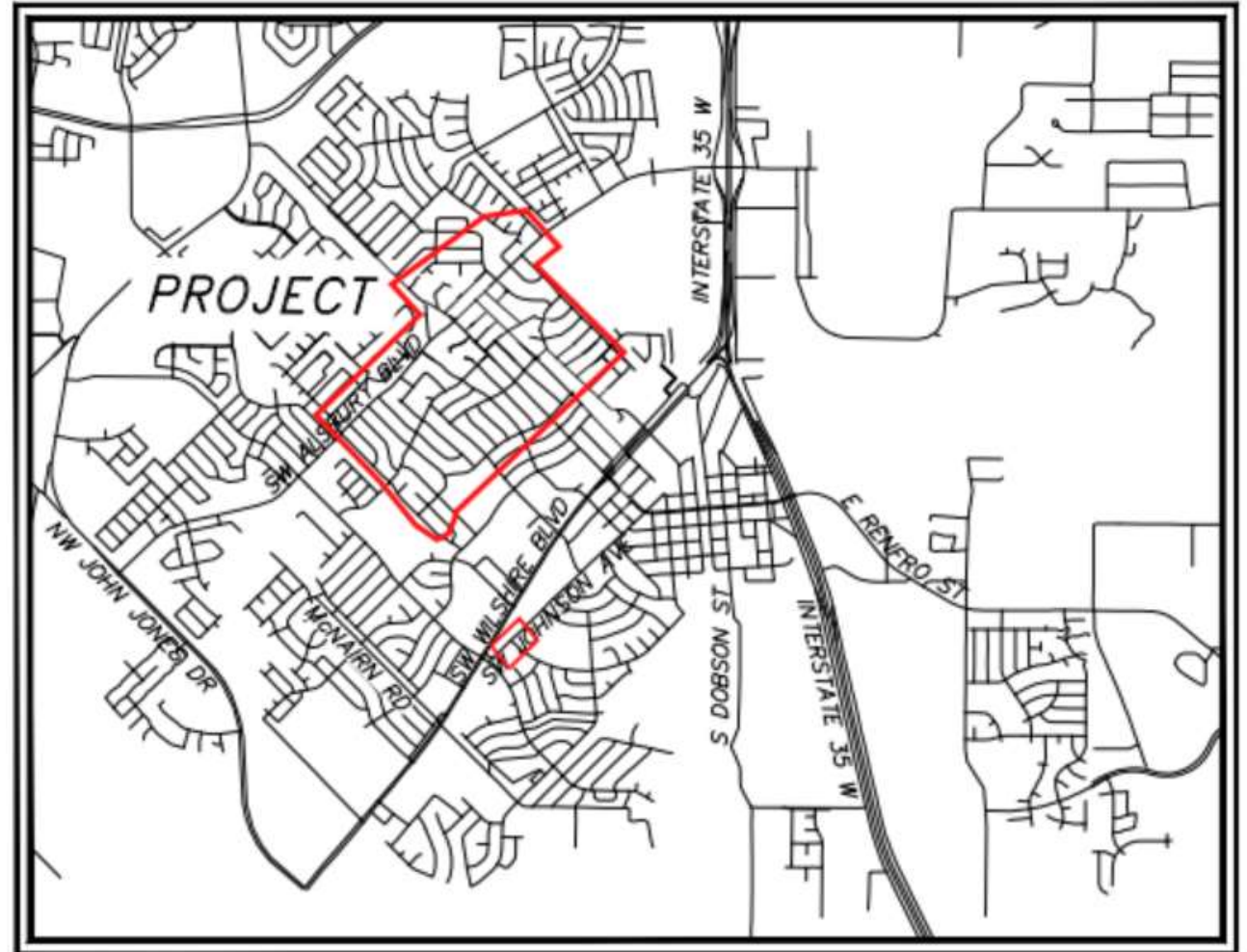
Randy Morrison, PE, Director of Capital Engineering
rmorrison@burlesontx.com
817-426-9295

2023 WATER AND SEWER REHABILITATION PROJECT

Amendment to
Professional Services
Agreement with
Ellerbe-Walczak, Inc.

February 17, 2025

Capital Engineering Department



LOCATION MAP

Project Overview



- Water / Wastewater component of the overall Five-year Capital Improvement Program anticipates an annual construction contract to address incremental rehabilitation of the system
- Segments included in the 2023 Rehab contract were identified based on water and sewer line records of age, materials, and maintenance concerns
- General project scope is to replace aged water and/or wastewater lines and repave the street

- SW Rand Dr.
- NW Ann Lois Ln.
- SW Murphy Rd.
- NW Barbara Ln.
- NW Chisholm St.
- Chisholm Ct.
- NE Michael Dr.
- NW James Cir.
- NE Timber Ridge Dr.
- Forest Ct.

- Short St.
- SW Johnson Ave. (sewer crossing only)

Professional Services Agreement Amendment Overview

- Original Professional Services Agreement executed July 10, 2024.
- Original fee was \$32,000.00 based on an estimate of the testing required to complete project.
- Additional construction work and field conditions led to increased testing needs and a change to what was originally estimated by the consultant.
- Amendment fee of \$19,022.00 requested to complete work and continue to support construction activities.

Recommended Council Action

Approve amendment to existing Professional Services Agreement with Ellezbee-Walczak, Inc. in the amount of \$19,022.00, for a revised total contract amount of \$51,022.00.

Questions / Discussion

Randy Morrison, P.E. Director Capital Engineering

rmorrison@burlesontx.com

817-426-9295



CITY OF BURLESON
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Professional Services Agreement ("First Amendment") dated as of the Effective Date (as defined below) is made by and between the City of Burleson ("City" or "Burleson"), a municipal corporation, and Ellerbee-Walczak, Inc. ("Firm" or "Vendor").

WHEREAS, the City and Vendor collectively referred to as the "parties," made and entered into a Professional Services Agreement effective July 10, 2024 ("Agreement"); and

WHEREAS, the Agreement involved the purchase of testing services associated with Project WW2390 Water and Sewer Rehabilitation; and

WHEREAS, the original agreement provides for a maximum expenditure amount of Thirty-Two Thousand and 00/100 Dollars (\$32,000); and

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

- 1. Effective February 17, 2025, the Professional Services Agreement is hereby amended to modify the Agreement to provide an increase by Nineteen Thousand Twenty-Two and 00/100 dollars (\$19,022) as described in Attachment A. The maximum expenditure amount shall not exceed Fifty-One Thousand Twenty-Two and 00/100 Dollars (\$51,022.00).
2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF BURLESON:

ELLERBEE-WALCZAK, INC:

BY: _____

BY: [Signature] _____

NAME: _____

NAME: Stan Walczak _____

TITLE: _____

TITLE: CEO _____

DATE: _____

DATE: 2-4-25 _____



ATTACHMENT A

**CONTRACT AMENDMENT NO. CA - 00001
TO
Ellerbee-Walczak, Inc
IN
THE CITY OF BURLESON, TEXAS**

DATE: 01.15.2025 09:49AM
 OWNER: The City of Burleson Texas
 CONTRACTOR: Ellerbee-Walczak, Inc

The Contractor is directed by the Owner to make the following changes to the work specified in the above referenced contract:

SEE ATTACHED PAGES

Original Contract Amount	<u>\$32,000.00</u>		
Net INCREASE in Contract Amount from <u>Previous</u> Contract Amendment	<u>\$0.00</u>		
Net INCREASE in Contract Amount from <u>this</u> Contract Amendment	<u>\$19,022.00</u>	Current Increase (%)	<u>59.44%</u>
Revised Contract Total Amount	<u>\$51,022.00</u>	Overall Increase (%)	<u>59.44%</u>
Original Contract Completion Time	<u>270</u>	Original Completion Date	<u>04.01.2025</u>
Change in Contract completion Time from <u>Previous</u> Contract Amendment	<u>0</u>	Revised Completion Date	<u>04.01.2025</u>
Change in Contract completion Time from <u>this</u> Contract Amendment	<u>0</u>		

Recommended by: CITY OF BURLESON

Accepted by: Ellerbee-Walczak, Inc

By: Barton, Lance
 Title: Project Engineer

By: *[Signature]*
 Title: General Manager

Approved By Owner: CITY OF BURLESON

By: _____
 Title: _____

For Internal Use Only
 City Council Financial
 Transaction if:

Current Increase > 10%	
Overall Increase > 20%	



Current Increase > \$50,000	
Council Date	02.17.2025

Scope of Work:

Contract amendment for additional construction materials testing.

Background

Original contract amount was for \$32,000 and increasing it by \$19,022 as additional construction material testing costs incurred.

Item Number	Description	Quantity	Unit of Measure	Unit Price	Original Quantity	New Quantity	Pre-Amendment Item Value	Contract Amendment Total Amount
CA1.1	Additional Construction Materials Testing			\$ 0.00	0		\$ 0.00	\$19,022.00

\$19,022.00

The work described in this contract amendment consist of furnishing the additional quantities of materials, labor, equipment, tools and incidentals as specified above that is necessary to construct the work. All work and payments shall be in accordance with the contract plans and specifications referenced in the agreement for "Water & Sewer Rehab FY23" between the City of Burleson, Texas and Ellerbee-Walczak, Inc that was entered by both parties on 7/24/2024 12:00:00 AM.

End of Scope for work for City of Burleson Water & Sewer Rehab FY23
 No. CA - 00001
 Contract Amendment No. CA - 00001



Ellerbee-Walczak, Inc.
GEOTECHNICAL ENGINEERING &
CONSTRUCTION MATERIALS TESTING SERVICES

January 22, 2025

Lance Burton
 City Of Burleson
 141 W Renfro
 Burleson, TX 76028

Re: Development Services / Burleson 2023 Water & Wastewater

Dear Mr. Burton

Thank you for the opportunity to submit the following as our estimated unit price budgetary proposal for the above referenced project. This proposal is in accordance with data electronically received on January 22, 2025. Please find below our summation of services.

	UNITS	PRICE	TOTAL
Development Services		\$19,022	\$19,022
Subtotal			\$19,022

The **TOTAL ESTIMATE** additional cost for this project is \$19022.00. This proposal is an estimate based on past experience on projects of similar scope.

Variables out of our control such as scheduling, quantity changes or frequency of test increases made by municipal inspection personnel may cause the estimate total to decrease or increase. However, this cost does not reflect failure retests, technician trip charges for non-cancellations or any change orders that may occur. We will invoice for only those tests performed as scheduled by others.

Prior to being accepted, this proposal is in effect for six months from the date of issuance.

We appreciate the opportunity to provide this proposal and we look forward to being of service to you on future projects. Please contact me at 817-759-9999 for any additional information that you may need.

Hector Martinez
 General Manager



CONTRACT COVER PAGE

Department

Vendor Name

Contract Description

Account Number(s)

Is this part of the current FY budget? Explain.

Contract Amount

Price Increase Year Over Year?
Y N

If Yes, Include the Increase Information Below:

Contract Term Length

Contract Start Date

Contract End Date

Department Director/Manager (Signature)

CE7F089ED4904B8...

Printed Name Date

Legal (Signature)

FD28C2151675455...

Printed Name Date

Assistant Director of Administrative Services (Signature)

A4E306DB52C4480...

Printed Name Date

City Manager's Office (Signature)

6602FBF3EA234EB...

Printed Name Date

Complete and return form to contracts@burlesontx.com

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and ELLERBEE-WALCZAK, INC. (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed THIRTY-TWO THOUSAND and NO /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

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

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
 \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

- (b) Automobile Liability
 \$1,000,000 Each accident on a combined single limit basis or
 \$250,000 Bodily injury per person
 \$500,000 Bodily injury per person per occurrence
 \$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
 Statutory limits
 Employer's liability
 \$100,000 Each accident/occurrence
 \$100,000 Disease - per each employee
 \$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:	ELLERBEE-WALCZAK, INC.
City of Burleson	HECTOR MARTINEZ
City Manager	4501 BROADWAY AVE
Attn: Tommy Ludwig	HALTOM CITY TX 76117
141 W. Renfro St.	
Burleson, TX 76028	

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

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

District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to

execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

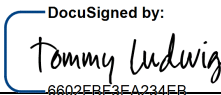
The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

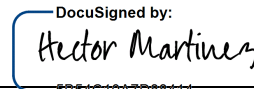
ELLERBEE-WALCZAK, INC.

By:  _____
DocuSigned by: Tommy Ludwig
6602F8F3EA234EB...

Name: Tommy Ludwig

Title: City Manager

Date: 7/10/2024

By:  _____
DocuSigned by: Hector Martinez
3B54C10A7D88414...

Name: Hector Martinez

Title: General Manager

Date: 7/9/2024

APPROVED AS TO FORM:

By:  _____
DocuSigned by: Matt Kibitzki
FD28C2151675455...

City Attorney, Assistant City Attorney,
or Deputy City Attorney



Ellerbe-Walczak, Inc.
GEOTECHNICAL ENGINEERING &
CONSTRUCTION MATERIALS TESTING SERVICES

June 13, 2024

Tom Clark
City of Burleson
141 W Renfro
Burleson, TX 76028

Re: 2023 Water and Waste Water Rehab/Burleson

Dear Mr. Clark,

Thank you for the opportunity to submit the following unit price budgetary proposal budgetary proposal for the above referenced project.
This proposal is on accordance with data electronically received on June 13, 2024
Please find below our summation of services.

	UNITS	PRICE	TOTAL
Developmental Services		\$32,000	\$32,000
Subtotal			\$32,000

The **TOTAL ESTIMATE** cost for this project is \$32,000.00. This proposal is an estimate based on past experience on projects of similar scope.

Variables out of our control such as scheduling, quantity changes or frequency of test increases made by municipal inspection personnel may cause the estimate total to decrease or increase. However, the cost does not reflect failure retests, technician trip charges for non-cancellation or any change orders that may occur. We will invoice for only those tests performed as scheduled by others.

Prior to be accepted, this proposal is in effect for six months from the date of issuance.

We appreciate the opportunity to provide this proposal and we look forward to being of service to you on future projects.
Please contact me at 817-759-9999 for any additional information you may need.

Hector Martinez
General Manager



Ellerbee-Walczak, Inc.
GEOTECHNICAL ENGINEERING &
CONSTRUCTION MATERIALS TESTING SERVICES

EWI MATERIAL TESTING
SCHEDULE OF FEES AND SERVICES
CONSTRUCTION MATERIALS TESTING
&
GEOTECHNICAL ENGINEERING SERVICES
 EFFECTIVE January 31, 2024 ON NEW PROJECTS

SOILS TESTING AND MONITORING

Soil Cement Compressive Strength Series (6 points), ea.	\$ 764
Limed Soils Compressive Strength Series (6 points), ea.	\$ 764
Limed Soils Series (Up to 6 points), ea.	\$ 572
Soluble Sulfates of Natural Subgrade, ea.	\$ 132
Limed Soils Compressive Strength, ea.	\$ 134
pH of Limed Modified Soils	\$ 103
Lime Modified Soils Swell Potential	\$ 165
Moisture-Density Relationships	
ASTM D-698, ea.	\$ 219
ASTM D-1557, ea.	\$ 250
THD 113E, ea.	\$ 463
Engineering Technician for Field Sampling of Moisture-Density Relationships and In-Lab Materials Processing, ea.	\$ 103
Atterberg Limit Determinations, ea.	\$ 83
Lime Stabilized Soil or Cement-Modified Soil Field Gradations, (min. 4 per trip), ea.	\$ 34
Engineering Technician for above (min. 3 hrs.), per hr.	\$ 61
Limed Soil Depth Measurements, (min. 4 per trip), ea.	\$ 35
Engineering Technician for above (min. 3 hrs.), per hr.	\$ 61
In-Place Moisture-Density Tests, Nuclear Method, (min. 4 per trip), ea.	\$ 31
Engineering Technician for above (min. 3 hrs.), per hr.	\$ 61
Laboratory Moisture Content of Soil, ea.	\$ 30
pH Series (5 points), ea.	\$ 506
Field Inspection of Lime Soil Stabilization or Cement Modification with Daily Materials Placement Log, (min. 4 hrs.), per hr.	\$ 88
Professional Engineer, as required, per hr.	\$ 227
Classification of Soils for Engineering Purposes, ASTM D-2487 ea.	\$ 402
Engineering Report Review, per Report	\$ 25



Ellerbee-Walczak, Inc.
GEOTECHNICAL ENGINEERING &
CONSTRUCTION MATERIALS TESTING SERVICES

EWI Schedule of Fees and Services

Page Two of Four

FINE AND COARSE AGGREGATE TESTS

Sieve Analysis, ea.	\$ 101
Specific Gravity, ea.	\$ 64
Minus 200 Sieve, ea.	\$ 64
Dry Rodded Unit Weight, ea.	\$ 43
Absorption, ea.	\$ 43
Engineering Report Review, per Report	\$ 25

CONCRETE TESTING AND MONITORING

Mix Design Review, ea.	\$ 190
Mix Design Formulation w/Fine & Coarse Aggregate Testing Includes SpG, Sieve Analysis, Unit Weight and Minus 200, ea.	\$ 961
Engineering Technician for Sampling of Fine & Coarse Aggregate, per hr.	\$ 61
Mix Design Formulation, Utilizing Aggregate Test Data Supplied by Others, ea.	\$ 470
Mix Design Formulation – Revision, ea.	\$ 167
Engineering Technician (ACI) for Monitoring Field Paving Operations During Placement of Concrete, Includes Air Content, Slump, Temperature, Unit Weight and Next Day Pick Up, (min. 3.0 hrs.), per hr.	\$ 61
Concrete Compression Test Cylinders, (min. 4 per set), ea.	\$ 35
Concrete Flexural Test Beams, ea.	\$ 61
Concrete Compression Test Cylinders (F.O.B. Laboratory), ea.	\$ 38
Concrete Flexural Test Beams (F.O.B. Laboratory), ea.	\$ 64
Concrete Coring	
4" Diameter to 6" Depth, (min. 4 per trip), ea.	\$ 83
Each Additional Inch	\$ 18
Thickness Measurements, ea.	\$ 22
Laboratory Sawing & Capping of Drilled Cores, ea.	\$ 33
Compression Test of Drilled Cores	\$ 38
Engineering Technician (ACI) for Quality Assurance Monitoring of On Site Work Activity, per hr.	\$ 91
Swiss Hammer Test (min. 3 hrs.), per hr.	\$ 107
Reinforcing Steel Placement Inspection, per hr.	\$ 91
Sampling Fee for In-Lab tests, per hr.	\$ 61
Next Day Cylinder Retrieval Charge Based on Vehicle/Mileage Surcharge	
When no testing or services are scheduled for that day	/mile
Engineering Report Review, per Report	\$ 25



Ellerbee-Walczak, Inc.
GEOTECHNICAL ENGINEERING &
CONSTRUCTION MATERIALS TESTING SERVICES

EWI Schedule of Fees and Services

Page Three of Four

POST-TENSIONING INSPECTION

Engineering Technician, (min. 4 hrs.), per hr. \$ 91
 Includes verification of mill report certificates, anchors, end wedges,
 post-tension coating, plastic sheeting, corrosion, pocket formers,
 chairing correct elevation, placement, stressing and gauge calibration

PIER INSPECTION

Engineering Technician (NICET) Rate, Includes Full-Time Monitoring & Logging
 of Piers for Alignment, Plumbness, Cleanliness, Reinforcing Steel &
 Concrete Placed, per hr. \$ 91
 Professional Engineer, as required, per hr. \$ 227
 Engineering Report Review, per Report \$ 25

ASPHALT TESTING AND MONITORING

Laboratory Density & Depth Measurements of Each Type HMAC, (min. 4 per trip), ea. \$ 92
 Coring Charges
 4" Diameter to 6" Depth, (min. 4 per trip), ea. \$ 83
 Each Additional Inch \$ 18
 Material Sampling for In-Laboratory Tests, per hr. \$ 61
 Roller Pattern Verification Utilizing Nuclear Gauge, (min. 4 hrs.), per hr. \$ 91
 Maximum Theoretical Specific Gravity, ea. \$ 214
 Field Density of HMAC, Nuclear Method D-2922 (Avg. of 3) (min 3 per trip), ea. set \$ 89
 Engineering Technician for above (min. 3 hrs.), per hr. \$ 61
 Engineering Report Review, per Report \$ 25

MORTAR & GROUT MASONRY TESTING

Compressive Strength 3"x 6" Cylinder, ea. (min. 3 per set) \$ 91
 Compressive Strength 2"x 2" Cubes, ea. (min. 3 per set) \$ 91
 Grout Compressive Strength 3.5"x 3.5" x 7", ea. (min. 3 per set) \$ 91
 Compressive Strength of Masonry Prisms, made by others, ea. \$ 190
 Compressive Strength of Brick, ea. \$ 64
 Engineering Technician (ACI) for Sampling & Molding of Test
 Specimens, (min. 3 hrs.), per hr. \$ 61
 Engineering Report Review, per Report \$ 25



Ellerbee-Walczak, Inc.
GEOTECHNICAL ENGINEERING &
CONSTRUCTION MATERIALS TESTING SERVICES

EWI Schedule of Fees and Services

Page Four of Four

MISCELLANEOUS

Engineering Technician Rate for Third Party Municipal Construction	
Inspection Services, per hr.	\$ 91
Professional Engineer, as required for site visits or report preparation, per hr.	\$ 227
Engineering Report Review, per Report	\$ 25

Where full-time monitoring is required, a four-hour minimum will be charged. Field or Laboratory Tests conducted on a Premium Time basis will be charged at 1.5 times the quoted rates, min. 4 per trip. Premium Time services performed on an hourly basis will be charged at 1.5 times the quoted rates. Premium Time rates apply to Saturday or those hours before 8:00 a.m. or after 5:00 p.m. and/or more than eight hours per day. A minimum of four hours Premium Time rate will be charged for any sampling, testing or inspection performed on weekends or holidays. Sunday and holiday work will be charged at 2.0 times the quoted regular rates. Cancellations made on-site or in route to the project are assessed at the minimum rates listed.

This schedule does not include retests due to failures or as determined to be necessary by other entities.

A sampling charge of \$59 per hour will be charged for pickup of all materials that require in-laboratory testing or processing.

Testing Services are performed by Certified Engineering Technicians under ASTM & ACI guidelines.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: February 17, 2025

SUBJECT:

Consider a resolution authorizing a gift deed to donate an 1871/73 Texas map from the Russell Farm Boren House to the Texas State Library and Archives Commission. (*Staff Contact: Allison Smith, Deputy Director of Recreation*)

SUMMARY:

The Russell Farm Art Center Historical Advisory Committee has requested that the original 1871/73 Texas Map be transferred to the Texas State Library and Archives Commission in Austin, Texas. A copy of the map will be made by the TSLAC and returned to Russell Farm for display in the Boren House. The TSLAC has provided historical preservation needs since 1909.

RECOMMENDATION:

Staff recommends approval of a minute order for a gift deed to donate an 1871/73 Texas map from the Russell Farm Boren House to the Texas State Library and Archives Commission.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

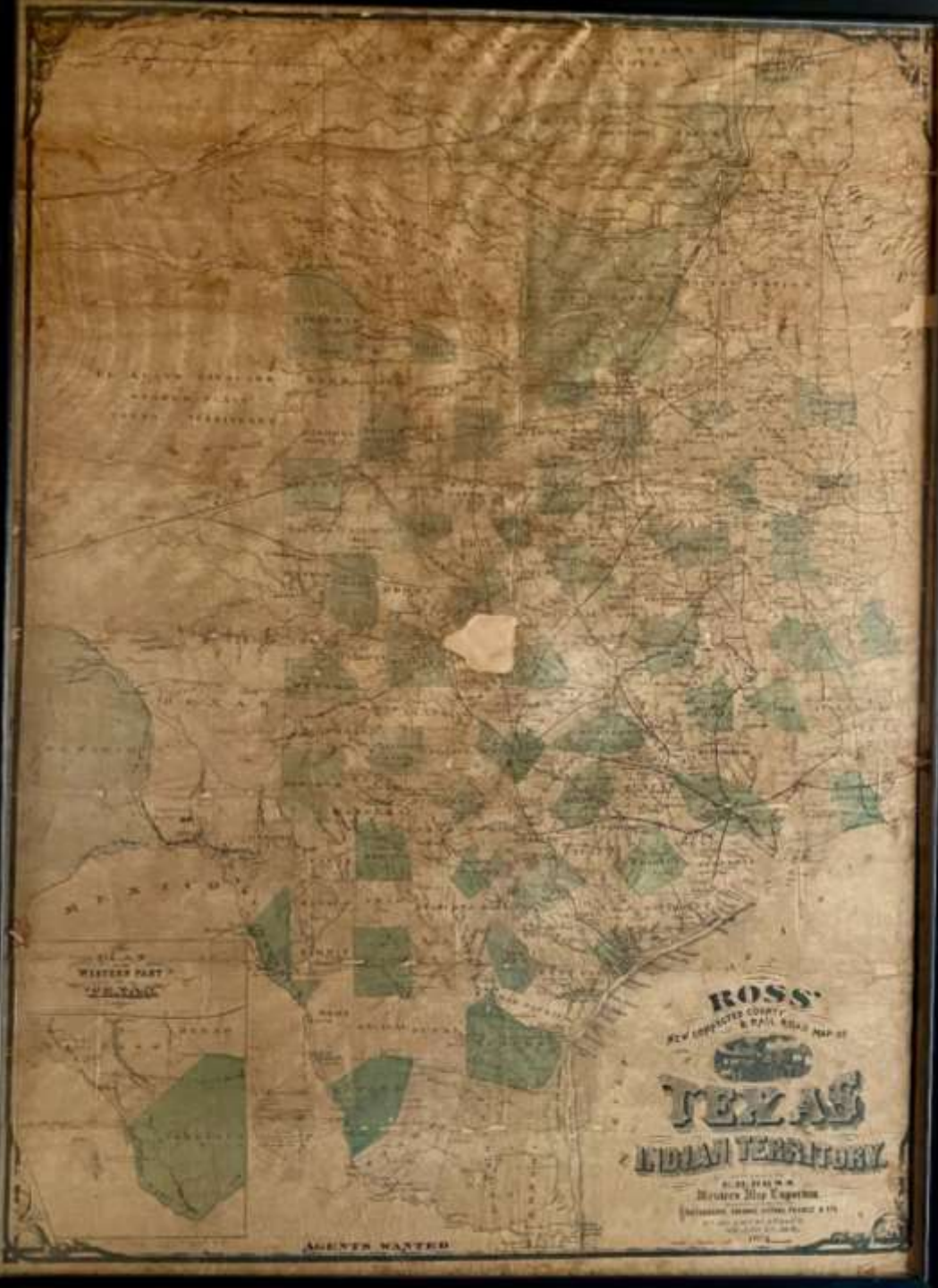
Jen Basham, CPRE
Director of Parks and Recreation

jbasham@burlesontx.com
817-426-9201

RUSSELL FARM MAP

CITY COUNCIL FEBRUARY 17, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS & RECREATION



BACKGROUND & TIMELINE

Current Map Location – Russell Farm Boren House

Request from the Russell Farm Art Center Historical Advisory Committee – To transfer the original 1871/73 Texas Map to the Texas State Library and Archives Commission (TSLAC) in Austin, Texas.

Additional Details - A copy of the map will be made by the TSLAC and returned to Russell Farm for display in the Boren House.

The TSLAC has provided historical preservation needs since 1909.

If approved a gift deed will be executed and the map will be scheduled for donation to the TSLAC this spring.



APPROVE THE DONATION OF THE
HISTORICAL MAP AS PRESENTED

DENY THE DONATION OF THE
HISTORICAL MAP

DIRECTION

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A GIFT DEED TO DONATE AN 1871/73 TEXAS MAP FROM RUSSELL FARM BOREN HOUSE TO THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION.

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, Russell Farm Art Center serves as a vital community resource, providing educational, cultural, and recreational opportunities to residents and visitors; and

WHEREAS, the Russell Farm Art Center Historical Advisory Committee has requested that the original 1871/73 Texas Map be transferred to the Texas State Library and Archives Commission (TSLAC) in Austin, Texas.

WHEREAS, a copy of the map will be made by the TSLAC and returned to Russell Farm for display in the Boren House.

WHEREAS, the TSLAC has provided historical preservation needs since 1909.

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

Section 1.

The City Manager or his appointee(s) is authorized to donate the Russell Farm map to the Texas State Library and Archives Commission and oversee the completion of this transfer.

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

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Errick Thompson, Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Green Equipment Company, Inc., for the purchase and installation of CCTV equipment and auxiliary power system through Sourcewell Cooperative Contract #120721-EVS in the amount of \$174,863.90. (*Staff Contact: Errick Thompson, Director of Public Works*)

SUMMARY:

The Water/Wastewater utility fleet includes a van-based closed-circuit television system used for video inspection of utility lines. These inspections are conducted to locate obstructions and deficiencies as well as compliance with regulatory inspection requirements. The van is often used in conjunction with the combination vacuum truck that uses a combination of high-pressure jet spray of water and high-pressure suction to clear clogged sanitary sewer lines throughout the wastewater system.

A replacement van chassis was funded for replacement in FY24. That unit was ordered in FY24 and has been received. The upfit equipment is funded for replacement in FY25. This item is to purchase the upfit of the new chassis with the corresponding equipment. The current video system is experiencing increased failures and repairs and should be replaced in order to equip staff to maintain compliance and efficiently assist in the clearing of obstructions.

The purchase includes a remote-controlled video camera, associated cables (1,000 liner feet), cable reel slide and swivel, and vehicle-mounted auxiliary power system so that the vehicle engine does not need to idle for several hours per day during video inspections. The vendor will install a desk/workstation for the operator in the van as well as a computer and software for processing the inspection data.

Replacement of this equipment is funded in the Proprietary Equipment Replacement Fund.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Green Equipment Company, Inc., for the purchase and installation of CCTV equipment and auxiliary power system through Sourcewell Cooperative Contract #120721-EVS in the amount of \$174,863.90.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: \$174,863.90
Account Number(s): 603-10-13-1302-0000-71001
Fund: Proprietary ERF
Account Description: ERF Equipment

STAFF CONTACT:

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

CCTV Equipment Replacement

Background

- Water/Wastewater Utility fleet includes one CCTV van used video inspection of underground pipe
- Replacement van (chassis) was funded in the FY2024 proprietary Equipment Replacement Fund (ERF) and was purchased and received FY2024
- Upfit equipment (camera equipment, auxiliary power system, cables, etc.) is included in the FY2025 Proprietary ERF
- Upfit equipment is needed to make the new vehicle functional for meeting regulatory requirements for inspection of pipe network and assisting with identification of clogged sanitary sewer lines, cracks and leaks in water lines

THE CITY OF
BURLESON
TEXAS



Upfit of New Van

- Computer, software, remote controller, and in-vehicle work station
- Video camera with 1,000' cable and reel mounting frame
- Additional wheels and crawler carriage for larger pipes (up to 60" in diameter)
- 6.3kW auxiliary power source
- Funding: Proprietary ERF - \$181,572.80
- Anticipated delivery: 90 -120 days



Recommendation / Action Requested



Approve a Cooperative Purchasing Agreement with Green Equipment Company Inc., for CCTV van upfit through Sourcewell Cooperative Contract #120721-EVS in the amount of \$181,572.80

Questions / Discussion

Errick Thompson, P.E., CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between GREEN EQUIPMENT COMPANY 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 SOURCEWELL Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** 120721-EVS, as amended, (the "Agreement") with an expiration date of 01/17/2026.

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

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

Authorized Customer is eligible and desires to purchase

NEW SEWER VAN BUILD OUT, SEE 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 seventy-four thousand, eight hundred sixty-three and 90/100 dollars (\$174,863.90) ("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 29 day of JANUARY 2025 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR GREEN EQUIPMENT COMPANY INC

By:  _____
Signed by:
5A8C2C2D47A94FF...

Name: Brandon Baker

Title: Sales

Date: 1/31/2025



ATTACHMENT A

Green Equipment Company
 2563 Gravel Dr, Fort Worth,
 TX, US, 76118
 817-589-2704

QUOTE

4441694000042737012

Issued Date Jan 29, 2025 03:51 PM
Valid Until Feb 28, 2025
Sales Manager Brandon Baker
Email brandonbaker@greenequipco.com
Phone 817-589-2704
Amount \$ 174,863.90

Bill To
City of Burleson
Katie Brown
 AP Email:
 AP Phone #: (817) 4269866
 725 SE John Jones Drive
 Burleson, TX, 76028-4261

Ship To
 Contact Email: kbrown@burlesontx.com
 Contact Phone: (817) 4269866
 725 SE John Jones Drive
 Burleson, TX, 76028-4261

Qty	Part Number	Item & Description	Unit Price	Amount
1	E-RX-Sys-Truck-Basic-18	**Standard Rovver X System Includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler wi E-RX-SYS-Truck Basic-HD**Standard Rovver X System Includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler with 6",8" and 10" wheels	\$ 95,906.78	\$ 95,906.78
4		Miscellaneous E-080-0709-00 6" Carbide Wheels	\$ 523.50	\$ 2,094.00
4		Miscellaneous E-080-0711-00 8" Carbide Wheels	\$ 680.55	\$ 2,722.20
1		Miscellaneous E-569-0900-00Crawler Carriage for 24"-60" pipe	\$ 14,352.98	\$ 14,352.98
1	Transit Build-Out Get Set	Transit Build-Out Gen Set EnviroSight Gen Set Build	\$ 46,047.45	\$ 46,047.45
1		Miscellaneous Cable Reel Slide and Swivel	\$ 1,972.01	\$ 1,972.01
1		Miscellaneous E-EDMS-01 Rack Mount Computer Rack Mount Computer	\$ 3,120.00	\$ 3,120.00

Terms and Conditions: Pricing may not include local or state sales tax, freight, or other shipping charges that will be payed by customer. Please contact us if you need exact freight and tax charges. Pricing is valid for 10 days unless otherwise noted. All orders pre-pay, COD, credit card, or Net 10 days if qualified. We accept all major credit cards.

Qty	Part Number	Item & Description	Unit Price	Amount
1		Miscellaneous H-VITEC Vitec Card PCI	\$ 2,190.00	\$ 2,190.00
2		Shipping (S&H) Transport from Burleston TX to Build facility in PA (Round Trip)	\$ 3,229.24	\$ 6,458.48
1		Miscellaneous Sourcwell Contract #120721-EVS	\$ 0.00	\$ 0.00

Sub Total **\$ 174,863.90**

Authorized By: _____

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Errick Thompson, Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a two-year contract with Paradigm, Inc. for traffic signal and flood warning equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #695-23) in the amount of \$335,000. (*Staff Contact: Errick Thompson, Director of Public Works*)

SUMMARY:

This item seeks approval of a contract establishing the ability to spend, subject to appropriations over a two-year period, up to \$335,000. Funds will be encumbered as specific equipment is ordered. Actual expenditures will be limited to budget available over the term of the contract, up to the contract amount.

The Traffic Operations Division of the Public Works Department maintains and operates the City's traffic signal network. Burleson's current network is comprised of 16 signalized intersections with a 17th currently in construction at the Hidden Creek Parkway / Gardens intersection. In addition, City Council approved the voluntary assumption of maintenance responsibility for 27 additional traffic signals currently maintained by the Texas Department of Transportation. Paradigm is the authorized distributor for a number of critical components that support the signal network, including battery backup units, and school zone flasher equipment. In preparation for the pending transition of the additional signals, staff has determined that a number of components typically sourced through Paradigm are needed. Purchases from Paradigm fiscal year to date plus the additional items needed will exceed the annual \$50,000 purchasing threshold and require council authorization.

In addition to traffic signal equipment, Paradigm also offers flood warning systems that are compatible with and capable of being integrated into the advanced traffic management system currently under construction. The FY25 budget was enhanced to include \$137,000 to install flood warning systems at three low water crossings. Staff anticipates using the proposed contract with Paradigm for these systems for seamless integration.

By leveraging this BuyBoard Cooperative Purchasing Contract, Public Works will have an efficient means to purchase crucial components that are widely utilized across Burleson, maintaining compatibility with existing infrastructure and supporting efficient citywide traffic management.

BuyBoard cooperative contracts allow local governments leverage collective purchasing power and access diverse goods and services at competitive rates, saving time and resources. Additionally, through the use of this BuyBoard Cooperative Purchasing Agreement, the City of Burleson receives a 1% rebate on each purchase or transaction.

RECOMMENDATION:

Approve a two-year contract with Paradigm, Inc. for traffic signal and flood warning equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #695-23) in the amount of \$335,000.

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

9/9/2024 – City Council adopted FY25 budget including funding for citywide signal repair and maintenance and for flood warning systems to be installed at three locations.

REFERENCE:

CSO# 560-09-2024

FISCAL IMPACT:

Proposed Expenditure:	\$100,000 (FY25)	\$137,000 (FY25)
Account Number(s):	101-30-30-3006-0000-63008	101-30-30-3005-0000-70025
Fund:	General Fund	General Fund
Account Description:	Signal Maintenance & Repair	Furniture & Equipment

The remaining \$98,000 is anticipated signal equipment in FY26 and FY27, subject to annual appropriations.

STAFF CONTACT:

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



Traffic Signal Equipment and Flood Warning System Contracts

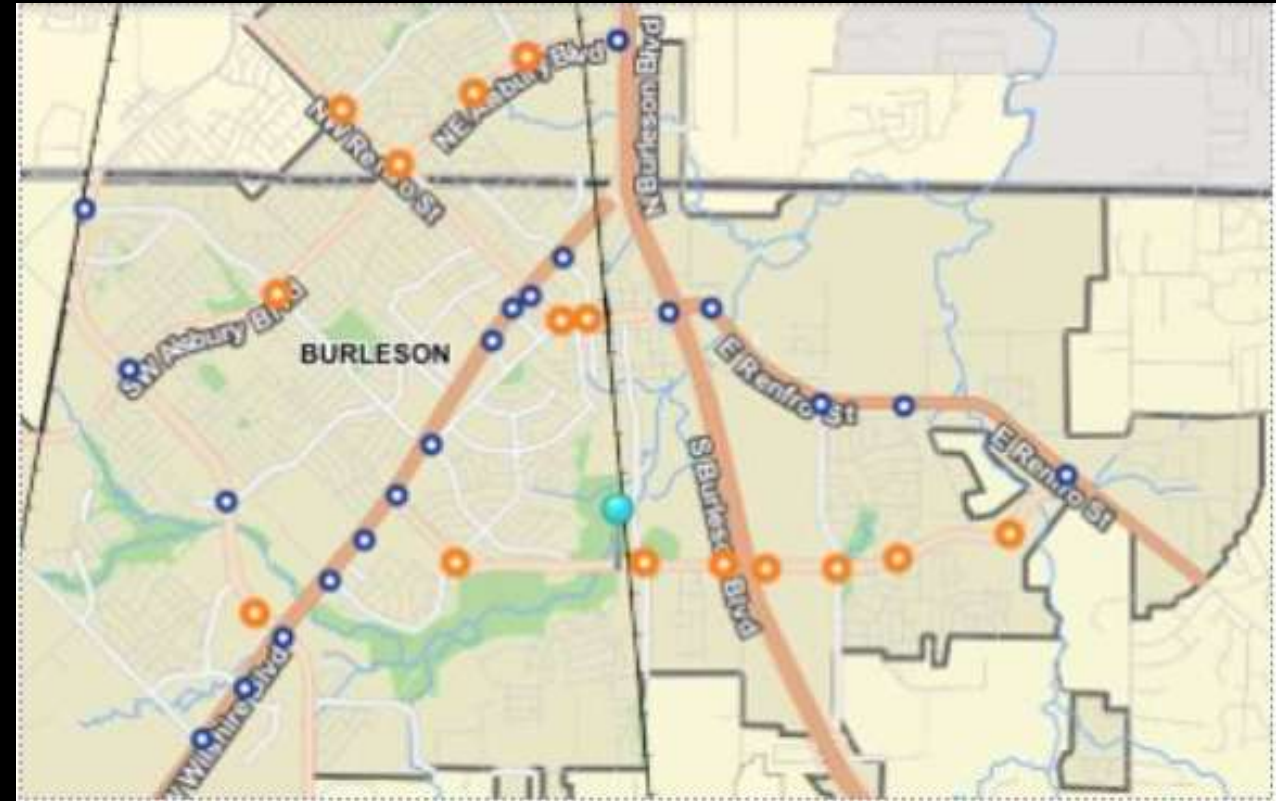
City Council

February 17, 2025

Traffic Signal System



- City staff operates and maintains 16 signalized intersections (orange) with a 17th (Hidden Creek Pkwy @ Gardens) under construction
- Each signalized intersection relies on a number of components to operate
- Implementation of the Intelligent Transportation System (ITS) project and pending assumption of maintenance responsibilities for an additional 27 TxDOT signalized intersections will increase the need for additional equipment
- Expanding the network of signals maintained requires maintaining a supply of long lead signal equipment components



Flood Warning System



On July 22, 2024, Council provided direction to incorporate funding in the FY25 budget to install flood warning systems (sensors and flashing lights) at the three low water crossings below:

Hulen Street

Existing Conditions

- Constant flow of water except in prolonged dry conditions
- "Watch for Water" / "Turn Around Don't Drown" signs
- Flood gauges
- Moderate rain events result in flooding
- Gates are manually closed to prevent vehicles from accessing

Future Identified Improvements

- Bridge over railroad
- Estimated Cost - \$20m - \$25m (2024 dollars)
- Currently un-funded; exploring grants



Hsierra.com

South Fox Lane

Existing Conditions

- Floods in moderate rain events
- Flood gauge
- When flooded, there is no public outlet for (or emergency response access to) residents along Fox Ln. and Antonio Ct.
- No gates installed as they would exacerbate the access issue above

Future Potential Improvements

- Additional signs/flashers – Estimated cost \$125,000 - \$150,000
- Explore connection to Hidden Creek Parkway to provide additional public egress and emergency response access
- Gates if connection to Hidden Creek Parkway is made



SE Tarrant Ave

Existing Conditions

- Floods in moderate rain events with frequent road closures
- Low water crossing signs
- No gates, temporary barricades deployed

Pending Improvements

SE Tarrant Sewer Erosion Control Project

- Council approved design contract in May 2024, construction anticipated early 2025
- Project addresses erosion threatening sewer infrastructure
- Project raises crossing subject to downstream adverse impacts to reduce the frequency of flooding the road
- Total project estimated cost - \$1,100,000

Texas Water Development Board Grant Application

- Grant application includes safety improvements at this location
- Anticipated notification in August
- Estimated \$124,000 (includes signs and flashers)



Vendor and Contract Background – Paradigm and Consolidated Traffic Controls



- Public Works has spent \$13k to \$35k annually over the last few years purchasing and repairing signal components for the **current** 16-signal system currently maintained by the city
- Both vendors are the authorized distributors for the Burleson area for many components necessary for the signal system to operate and has a current BuyBoard cooperative contract
- Paradigm also provides equipment necessary to address the flood warning system funded in the FY2025 budget that can be seamlessly integrated into the Traffic Management Center currently under construction (anticipated installation by May 2025)
- Many other cities in the DFW area, such as Fort Worth and Plano also use this same BuyBoard contract for competitive pricing of common system components that comply with the TxDOT specifications applicable in this area
- The proposed agreements will help ensure that repairs needing parts are completed promptly and traffic signal downtime is mitigated and deliver an integrated flood warning system for the three low water crossings included in this year's budget

BuyBoard Cooperative Purchasing



- Cooperative contracts enhance procurement efficiency for local governments by leveraging collective purchasing power, allowing access to diverse goods and services at competitive rates, and saving time and resources
- BuyBoard's solicitation processes complies with state procurement laws



Actions Requested

Approve a Cooperative Purchase Customer Agreement for replacement parts for traffic signal systems from Paradigm, Inc., through BuyBoard Cooperative Purchasing (Contract #695-23), for two years in the amount of \$335,000

Approve a Cooperative Purchase Customer Agreement for replacement parts for traffic signal systems from Consolidated Traffic Control, Inc., through BuyBoard Cooperative Purchasing (Contract #703-23), for two years in the amount of \$150,000



Questions / Discussion

Errick Thompson

Public Works Director

ethompson@burlesontx.com



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Paradigm Traffic Systems ("**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.** 695-23, as amended, (the "**Agreement**") with an expiration date of 03/31/2026.

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

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

Authorized Customer is eligible and desires to purchase

Traffic signal & flood warning systems, supplies, and equipment on an as needed basis

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 three hundred thirty-five thousand and no/100 dollars (\$335,000.00) ("**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 02/17/2027. This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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

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

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

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

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 29 day of January 20 25 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR Paradigm Traffic Systems

DocuSigned by:
By: Matt Hendricks

Name: Matt Hendricks

Title: Estimator

Date: 1/29/2025

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Errick Thompson, Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a two-year contract with Consolidated Traffic Controls, Inc. for traffic signal equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #703-23) in the amount of \$150,000. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item seeks approval of a contract establishing the ability to spend, subject to appropriations over a two-year period, up to \$150,000. Funds will be encumbered as specific equipment is ordered. Actual expenditures will be limited to budget available over the term of the contract, up to the contract amount.

The Traffic Operations Division of the Public Works Department maintains and operates the City's traffic signal network. Burleson's current network is comprised of 16 signalized intersections with a 17th currently in construction at the Hidden Creek Parkway / Gardens intersection. In addition, City Council approved the voluntary assumption of maintenance responsibility for 27 additional traffic signals currently maintained by the Texas Department of Transportation. Consolidated Traffic Controls is the authorized distributor for a number of critical components that support the signal network. In preparation for the pending transition of the additional signals, staff has determined that a number of components typically sourced through Consolidated Traffic Controls are needed. Purchases from Consolidated Traffic Controls fiscal year to date plus the additional items needed will exceed the annual \$50,000 purchasing threshold and require council authorization.

By leveraging this BuyBoard Cooperative Purchasing Contract, Public Works will have an efficient means to purchase crucial components that are widely utilized across Burleson, maintaining compatibility with existing infrastructure and supporting efficient citywide traffic management.

BuyBoard cooperative contracts allow local governments leverage collective purchasing power and access diverse goods and services at competitive rates, saving time and resources. Additionally, through the use of this BuyBoard Cooperative Purchasing Agreement, the City of Burleson receives a 1% rebate on each purchase or transaction.

RECOMMENDATION:

Approve a two-year contract with Consolidated Traffic Controls, Inc. for traffic signal equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #703-23) in the amount of \$150,000.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: \$30,000 (FY25)
Account Number(s): 101-30-30-3006-0000-63008
Fund: General Fund
Account Description: Signal Maintenance & Repair

The remaining \$120,000 is anticipated expenses for this contract in FY26 (\$60,000) and FY27 (\$60,000), subject to appropriations.

STAFF CONTACT:

Errick Thompson
Director of Public Works
ethompson@burlson.tx.com
817-426-9610



Traffic Signal Equipment and Flood Warning System Contracts

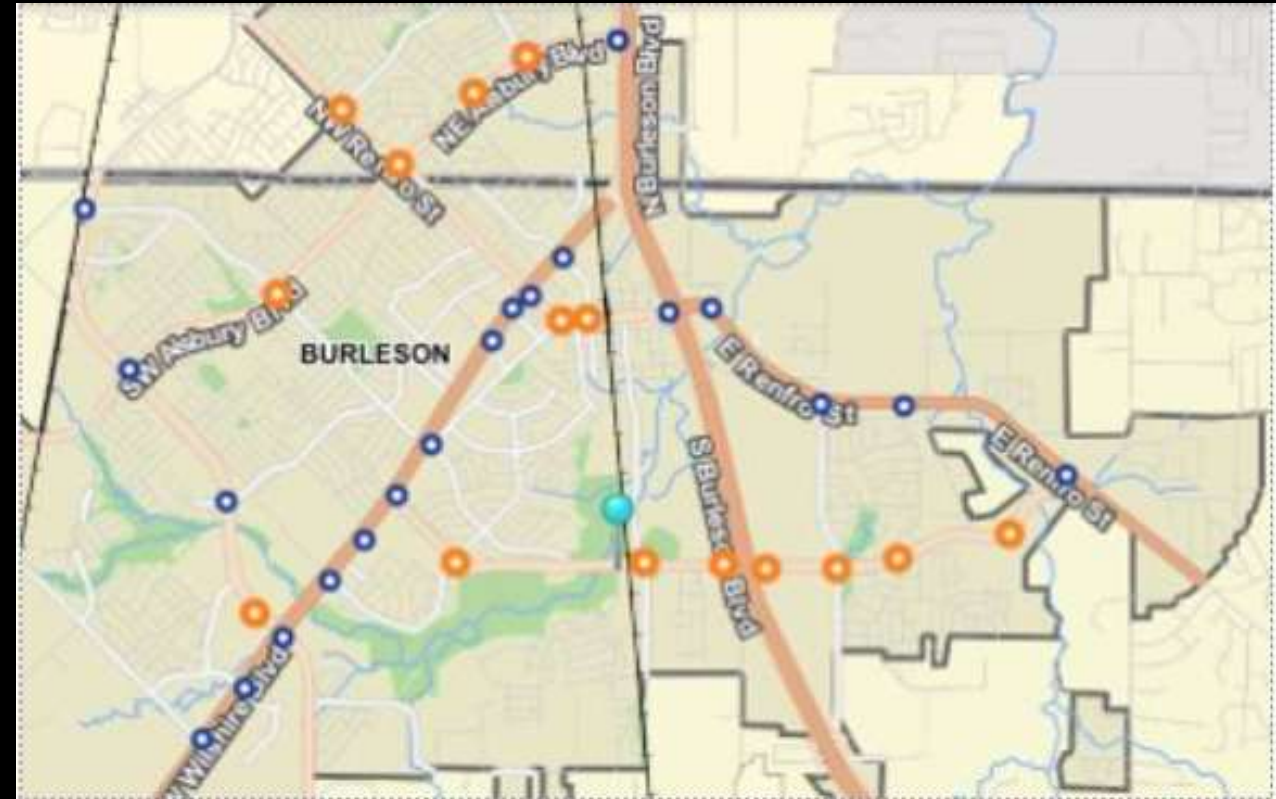
City Council

February 17, 2025

Traffic Signal System



- City staff operates and maintains 16 signalized intersections (orange) with a 17th (Hidden Creek Pkwy @ Gardens) under construction
- Each signalized intersection relies on a number of components to operate
- Implementation of the Intelligent Transportation System (ITS) project and pending assumption of maintenance responsibilities for an additional 27 TxDOT signalized intersections will increase the need for additional equipment
- Expanding the network of signals maintained requires maintaining a supply of long lead signal equipment components



Flood Warning System



On July 22, 2024, Council provided direction to incorporate funding in the FY25 budget to install flood warning systems (sensors and flashing lights) at the three low water crossings below:

Hulen Street

Existing Conditions

- Constant flow of water except in prolonged dry conditions
- "Watch for Water" / "Turn Around Don't Drown" signs
- Flood gauges
- Moderate rain events result in flooding
- Gates are manually closed to prevent vehicles from accessing

Future Identified Improvements

- Bridge over railroad
- Estimated Cost - \$20m - \$25m (2024 dollars)
- Currently un-funded; exploring grants



Hsierra.com

South Fox Lane

Existing Conditions

- Floods in moderate rain events
- Flood gauge
- When flooded, there is no public outlet for (or emergency response access to) residents along Fox Ln. and Antonio Ct.
- No gates installed as they would exacerbate the access issue above



Future Potential Improvements

- Additional signs/flashers – Estimated cost \$125,000 - \$150,000
- Explore connection to Hidden Creek Parkway to provide additional public egress and emergency response access
- Gates if connection to Hidden Creek Parkway is made

SE Tarrant Ave

Existing Conditions

- Floods in moderate rain events with frequent road closures
- Low water crossing signs
- No gates, temporary barricades deployed

Pending Improvements

SE Tarrant Sewer Erosion Control Project

- Council approved design contract in May 2024, construction anticipated early 2025
- Project addresses erosion threatening sewer infrastructure
- Project raises crossing subject to downstream adverse impacts to reduce the frequency of flooding the road
- Total project estimated cost - \$1,100,000

Texas Water Development Board Grant Application

- Grant application includes safety improvements at this location
- Anticipated notification in August
- Estimated \$124,000 (includes signs and flashers)



Vendor and Contract Background – Paradigm and Consolidated Traffic Controls



- Public Works has spent \$13k to \$35k annually over the last few years purchasing and repairing signal components for the **current** 16-signal system currently maintained by the city
- Both vendors are the authorized distributors for the Burleson area for many components necessary for the signal system to operate and has a current BuyBoard cooperative contract
- Paradigm also provides equipment necessary to address the flood warning system funded in the FY2025 budget that can be seamlessly integrated into the Traffic Management Center currently under construction (anticipated installation by May 2025)
- Many other cities in the DFW area, such as Fort Worth and Plano also use this same BuyBoard contract for competitive pricing of common system components that comply with the TxDOT specifications applicable in this area
- The proposed agreements will help ensure that repairs needing parts are completed promptly and traffic signal downtime is mitigated and deliver an integrated flood warning system for the three low water crossings included in this year's budget

BuyBoard Cooperative Purchasing



- Cooperative contracts enhance procurement efficiency for local governments by leveraging collective purchasing power, allowing access to diverse goods and services at competitive rates, and saving time and resources
- BuyBoard's solicitation processes complies with state procurement laws



Actions Requested

Approve a Cooperative Purchase Customer Agreement for replacement parts for traffic signal systems from Paradigm, Inc., through BuyBoard Cooperative Purchasing (Contract #695-23), for two years in the amount of \$335,000

Approve a Cooperative Purchase Customer Agreement for replacement parts for traffic signal systems from Consolidated Traffic Control, Inc., through BuyBoard Cooperative Purchasing (Contract #703-23), for two years in the amount of \$150,000



Questions / Discussion

Errick Thompson

Public Works Director

ethompson@burlesontx.com



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between CONSOLIDATED TRAFFIC CONTROLS, INC. ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BUYBOARD Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** 703-23, as amended, (the "Agreement") with an expiration date of 05/31/2026.

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

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

Authorized Customer is eligible and desires to purchase

HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS, INCLUDING SIGNALS ON AN AS-NEEDED BASIS.

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 FIFTY THOUSAND, AND NO/100 DOLLARS (\$150,000.00) ("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 two(2) year(s) expiring on 02/16/2027. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor on the same contract. 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 17TH day of FEBRUARY 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR CONSOLIDATED TRAFFIC CONTROLS, INC.

Signed by: Jennifer Warnack

Name: Jennifer warnack

Title: Regional Sales Manager

Date: 1/30/2025

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Justin Scharnhorst, Deputy Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a one-time purchase with Bobcat of North Texas for a nitrogen breaker hammer through a cooperative purchase agreement with BuyBoard in the amount of \$12,111 plus a \$1,800 contingency for a total of \$13,911. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

SUMMARY:

Public Works continually seeks ways to enhance efficiency and effectiveness. The purchase of this attachment would provide significant value, allowing both the Street and Water Operations teams to make more precise cuts in asphalt and concrete. This improvement directly translates to cost and time savings for the department.

Key benefits of this equipment include:

- Versatility – Compatible with multiple pieces of equipment
- Simplified Repairs – Streamlines the repair process
- Low Maintenance – Requires minimal upkeep
- Proven Performance – Strong track record of reliability

The requested amount includes a contingency to account for any unforeseen installation challenges. Typically, an expenditure of this size would be approved administratively, however, this would put us over the \$50,000 limit, requiring City Council authorization.

RECOMMENDATION:

Approve a one-time purchase with Bobcat of North Texas for a nitrogen breaker hammer through a cooperative purchase agreement with BuyBoard in the amount of \$12,111 plus a \$1,800 contingency for a total of \$13,911

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$6,955
Account Number(s): 2203004-72005
Fund: General
Account Description: Street Maint. & Repair

Proposed Expenditure/Revenue: \$6,956
Account Number(s): 5017102-70025
Fund: Water
Account Description: Furniture & Equipment

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Deputy Director of Public Works
jscharnhorst@burlesontx.com
817-426-9646

Bobcat of North Texas

Background

- Implements are utilized by multiple divisions in Public Works different pieces of equipment
- This attachment is versatile, is low maintenance and has proven, reliable track record
- This would increase the efficiency and precision of utility cuts and road and sidewalk repairs



Recommendation / Action Requested

Approve a one-time purchase with Bobcat of North Texas for a nitrogen breaker hammer through a cooperative purchase agreement with BuyBoard in the amount of \$12,111 plus a \$1,800 contingency for a total of \$13,911.

Questions / Discussion

Justin Scharnhorst

Deputy Director of Public Works

jsharnhorst@burlesontx.com

817-426-9646

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: February 17, 2024

SUBJECT:

Consider and take possible action on a contract with Focused Advocacy for legislative services in the amount of \$72,000. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

Per the terms of the agreement, Focused Advocacy will provide the following services:

- a. Represent the City's general interests before the Texas legislature as guided by the City's publicly adopted legislative positions and agenda;
- b. Provide general guidance and assistance to the City to develop a legislative agenda that advances the health, safety, and welfare of the City's citizens;
- c. Develop strategies to gain public support for the City's legislative and regulatory goals;
- d. Develop strategies to advance the City's legislative and regulatory goals within the legislative process;
- e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens, as determined by the City's adopted legislative program, and subject to approval of the City Manager;
- f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;
- g. Provide the City staff and Council with timely updates regarding the status of pending legislation;
- h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;

- i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
- j. Assist with the preparation and drafting of legislation and amendments;
- k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
- l. Assist with the preparation of City officials who testify before legislative bodies; and
- m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
- n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings.

The contract term is for 8 months, with the option to extend two additional one year periods. The city has the option to cancel the contract with 30 days' written notice.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

These services are a budgeted expense and the contract is within budgeted allocation. Previous contract expired 01/31/2025

FISCAL IMPACT:

Account Number(s): 1011002.62016
Fund: 101
Account Description: Legislative Consulting Service

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817-426-9299



Focused Advocacy – Legislative Consulting Services

PRESENTED TO THE CITY COUNCIL – FEBRUARY 17

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

Background

- City Council approved a one-year agreement with Focused Advocacy for legislative consulting services on February 20, 2024
- The contract expired January 31, 2025
- New contract will be 8 months to align with our Fiscal Year

Deliverables

- Focused Advocacy meets with staff bi-weekly to update on legislative happenings in the Texas Legislature
- Assisted in prepping city of Burleson staff before testifying before the legislature
- Supplied weekly emails to staff that included the status of various bills and their anticipated progress through the House and Senate
- Provided detailed timeline and updates of city-related bills

Full Service Contract

- Assist the city in developing and implementing its legislative program as it relates to city initiatives
- Represent the City of Burleson's interests before the Texas Legislature
- Monitor legislation on city's behalf
- Provide general guidance on pieces of legislation and how they impact the city
- Other legislative consulting services





Approve a contract with Focused Advocacy for legislative services in the amount of \$72,000



Deny a contract with Focused Advocacy for legislative services in the amount of \$72,000



Contract
Full Service Legislative & Regulatory Consulting Services
City of Burleson & Focused Advocacy

This agreement (hereinafter the “**Agreement**”) is made between **Focused Advocacy, LLC** (hereinafter “**FA**”) as located at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746, and the **City of Burleson** (hereinafter “the City”) as located at 141 W. Renfro Street Burleson, TX 76028-4296, (together collectively hereinafter the “**Parties**”).

This Agreement is binding between the Parties. The Parties mutually agree to the following terms and conditions:

1. **Term & Effect.** The Term of this Agreement shall be for 9 months from **February 1, 2025, thru September 30, 2025.** The Effective Date of this Agreement is the first day of the Term.
2. **Renewal.** At the mutual agreement of both parties and as evidenced by a written memorandum, this Agreement may be renewed for two (2) additional 24-month periods.
3. **Scope of Services.** The scope of services to be provided by the Consultant during the term of this Agreement is expressly limited to the following:
 - a. Represent the City’s general interests before the Texas legislature as guided by the City’s publicly adopted legislative positions and agenda;
 - b. Provide general guidance and assistance to the City to develop a legislative agenda that advances the health, safety, and welfare of the City’s citizens;
 - c. Develop strategies to gain public for support the City’s legislative and regulatory goals;
 - d. Develop strategies to advance the City’s legislative and regulatory goals within the legislative process;
 - e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens;
 - f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;

- g. Provide the City staff and Council with timely updates regarding the status of pending legislation;
 - h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
 - i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
 - j. Assist with the preparation and drafting of legislation and amendments;
 - k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
 - l. Assist with the preparation of City officials who testify before legislative bodies; and
 - m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
 - n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings; and
 - o. As directed, engage with state agency staff and personnel to protect, or advance the City's interests during administrative rule-making proceedings.
- 4. Expansion of Scope of Services.**
- a. This Agreement is expressly limited to the scope of services detailed herein.
 - b. Any additional services requested by the City will necessitate an amendment to this Agreement with new terms and a new retainer compensation arrangement.

5. Retainer Compensation & Billing.

- a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay the Consultant nine-thousand dollars and zero cents (\$9,000.0) per-month.
- b. Monthly invoices will be sent on or around the first day of each month and payable by the 15th day of each month.
- c. Payment shall either be deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746.
- d. Certain services required by this contract and other services as requested from time-to-time by the Client but not described by this contract will be provided by BCS, an affiliate business operation of Focused Advocacy with common ownership.

6. Reimbursement of Expenses.

- a. The City agrees to and shall reimburse Consultant three hundred and fifty dollar (\$350) per month for the meals and related out of pocket expenses incurred by the Consultant associated with the client-related business meetings hosted by the Consultant in furtherance of the duties and services required by this Agreement.
- b. This is a fixed-amount, monthly reimbursement and will not be accompanied by receipts.
- c. The City agrees to reimburse the Consultant for these expenses at the same time it pays the monthly retainer.
- d. In addition, the City will reimburse The Consultant for any reasonable and customary expenses related to any travel requested of the Consultant by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

7. Contract for Professional Services. The parties to this Agreement mutually acknowledge and understand that pursuant to Section 252.022(a)(4) of the Texas Local Government Code, a procurement for professional services such as the service

contained in this Agreement is exempt from the competitive bid or proposal requirement.

8. Termination.

- a. Any termination of this Agreement by the City requires ninety-days (90) written notice effective from the date written notice is delivered to the Consultant. The City is responsible for payment of the retainer through the end of the termination period and the Consultant shall be fully compensated by the City through any early termination date regardless of the appropriation of funds by the City.
- b. The City may terminate the contract with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

9. Points of Contact. Unless directed otherwise, the City Manager shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager.

10. Compliance with Texas Ethics Laws. The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

11. Conflicts of Interest.

- a. Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should the Consultant believe that its representation of the City is materially affected by the position taken by another client, the Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date the Consultant became aware of the conflict.
- b. The Consultant must obtain written permission from the City to continue its representation.

- c. If the conflict is between the City and any other client of the Consultant that is private sector organization, the Consultant agrees to resolve the conflict in favor of the City.

12. Consultant Relationship. It is understood by the parties that the Consultant is an independent contractor for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

13. Confidentiality.

- a. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this Agreement and as required by law.
- b. It is understood by The Consultant that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.

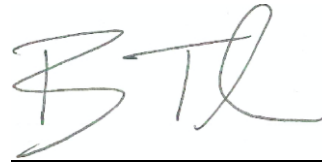
14. Entire Agreement and Modifications.

- a. This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- b. This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

FOCUSED ADVOCACY

This contract is accepted and effective as of **February 1, 2025**, as evidenced by the execution hereof and the signatures of the undersigned.

Signature - City of Burlleson



Signature - Focused Advocacy

Printed name & title

Brandon Aghamalian, President

Printed name & title

Date

February 9, 2025

Date

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action of denial on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.820 acres of land known as Lot 4, Block 1, North Crest Addition. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On January 15, 2025, a petition was submitted by Jennifer Reyes (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 1.820 acres of land known as Lot 4, Block 1, North Crest Addition as shown on the attached Exhibit 2.

RECOMMENDATION:

Deny ETJ Release Petition

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

None

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None

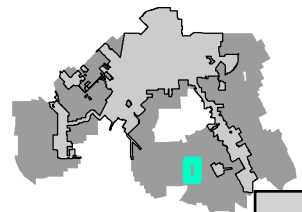
STAFF CONTACT:

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



THE CITY OF
BURLESON
TEXAS

3406 FM 2280
ETJ Release Petition
Case 25-012





Vicinity Map

210

JAN 15 2025

Release from Extraterritorial Jurisdiction (ETJ) Petition

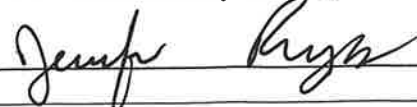
APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: Jennifer Reyes	Name: Jennifer Reyes
Company::	Company:
Address:: 3406 FM 2280, Cleburne TX 76031	Address:: 3406 FM 2280 Cleburne, TX 76031-7910
Telephone: 773-559-3690	Telephone: 773-559-3690
Email: jennme02@gmail.com	Email: jennme02@gmail.com
Signature: 	Signature: 

SITE INFORMATION



Number of properties within the area to be released:	One
General location or address of area to be released:	Lot 4, Section 1, North Crest Addition
Total Acres to be released:	1.82 Acres
County of Request	Johnson County

REQUIRED ITEMS FOR PETITION
(Applicant must initial next to each item)

J.R	Completed Application
J.R	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
J.R	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
J.R	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
J.R	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
J.R	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson. Owners signature required: 

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>Tax ID: 126-3502-00040</p> <p>Address: 3406 FM 2280 Cleburne, TX 76031</p>		<p>State of <u>Texas</u></p> <p>County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before me on <u>1/14/25</u></p> <p>By <u>Jennifer Ruyx</u>.</p> <p>Print name of signer(s)</p>  <p><u>Diana Mendez</u> Notary Signature</p> <p>State of _____</p> <p>County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____</p> <p>Print name of signer(s)</p> <p>_____ Notary Signature</p>

PLAT SHOWING

Section No. One, North Crest Addition

Being all of Lot 4, Block 1 of Section No One, North Crest Addition, an addition to Johnson County, Texas, according to the revised plat recorded in Volume 1, Page 135, Plat Records, Johnson County, Texas.

Flood Statement:

I hereby certify that the above described land is not in a flood hazard area as shown on the Flood Insurance Rate Map of the United States Department of Commerce, Federal Emergency Management Agency, dated 11/12/82, as amended, and that the above described land is not in a flood hazard area as shown on the Flood Insurance Rate Map of the United States Department of Commerce, Federal Emergency Management Agency, dated 11/12/82, as amended, and that the above described land is not in a flood hazard area as shown on the Flood Insurance Rate Map of the United States Department of Commerce, Federal Emergency Management Agency, dated 11/12/82, as amended.

D. T. Hill

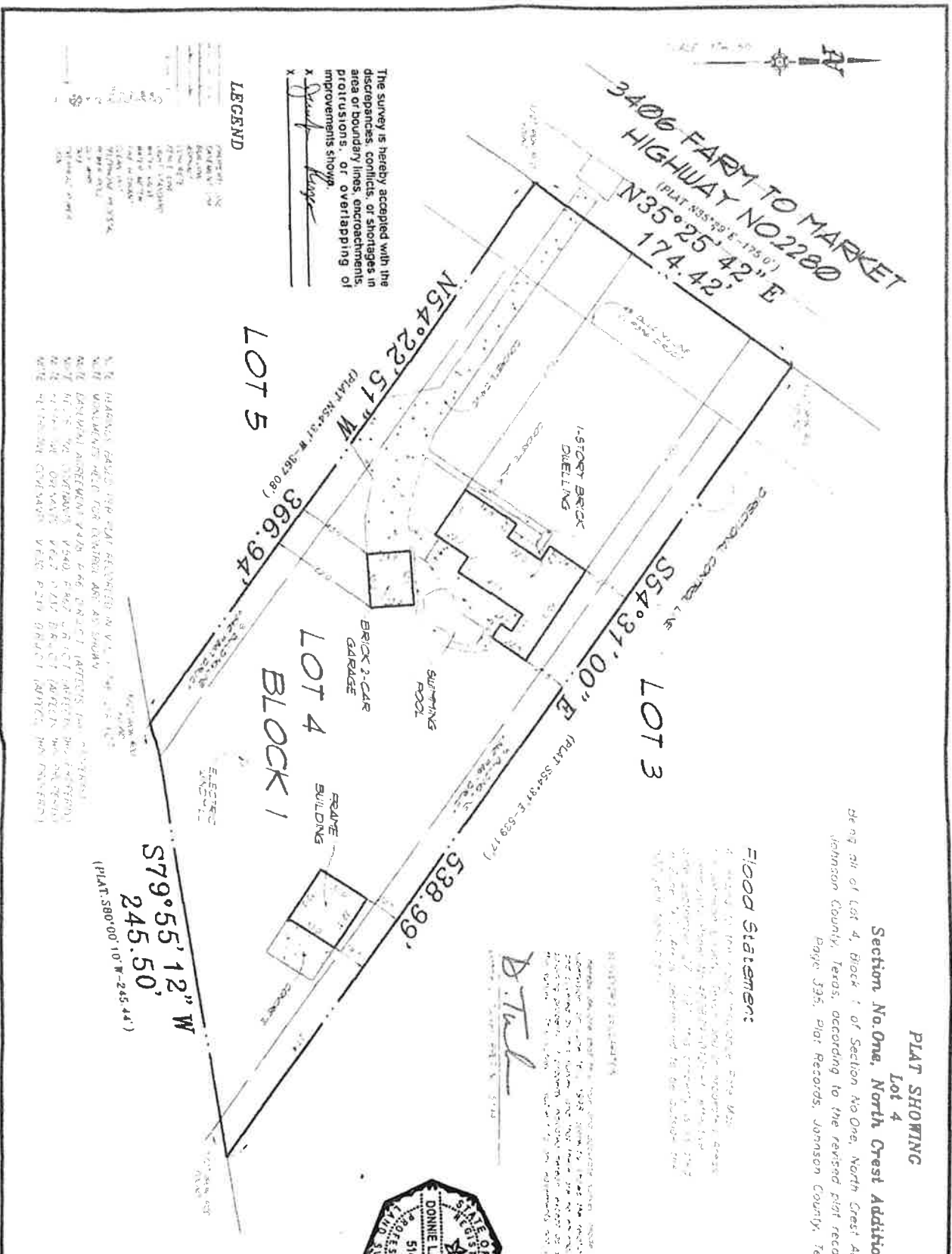


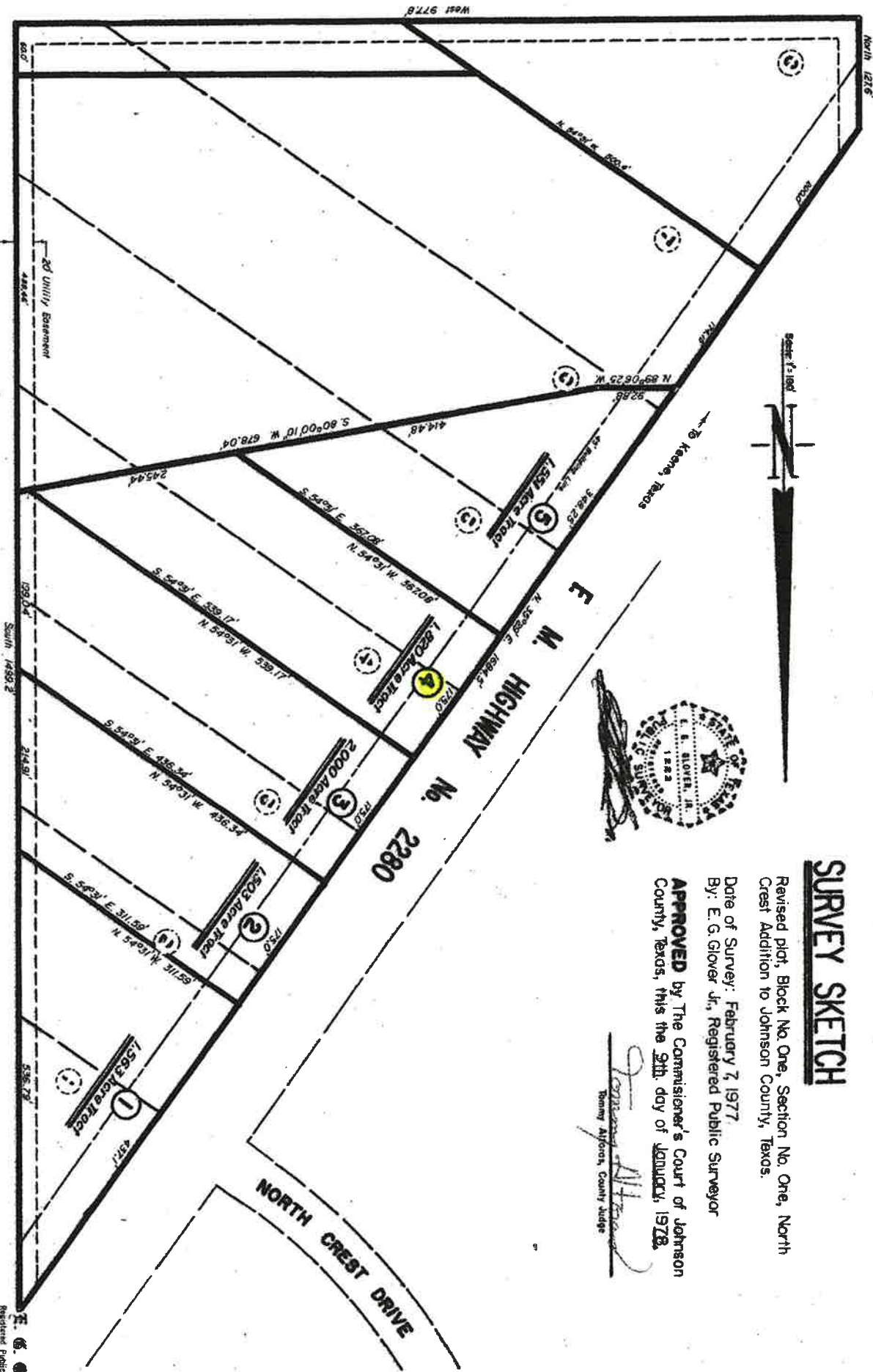
5806021

PEEDE DATA ACQUISITION

The GPS Professionals

145 N. W. HILLERY STREET
 P.O. BOX 893, (76097)
 BURLESON, TEXAS 76028
 PHONE: (817) 447-3383
 FAX: (817) 447-3384





SURVEY SKETCH

North Crest Addition

Revised plat, Block No. One, Section No. One, North Crest Addition to Johnson County, Texas.

Date of Survey: February 7, 1977
 By: E. G. Glover Jr., Registered Public Surveyor

APPROVED by The Commissioner's Court of Johnson County, Texas, this the 29th day of JANUARY, 1978.



Tomlin
 County Attorney
 Benny Alfonso, County Judge

E. G. Glover, Jr.
 Registered Public Surveyor of Texas
 P. O. Box 109
 Cleburne, Texas

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Janalea Hembree, Assistant to the City Manager

MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a resolution nominating candidates to fill a vacancy on the Board of Directors for the Central Appraisal District of Johnson County. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

SUMMARY:

The city of Burleson was notified by the Johnson County Central Appraisal District (JCAD) of a vacancy on the board of one of the appointed members. The notification was received by the city on January 17, 2025 providing a 45 day window for the city to nominate a candidate for consideration by the board. The deadline to submit any nominations is March 3, 2025. The Texas Property Code Section 6.0301(f) outlines the procedure to fill the vacancy.

- JCAD provides notices to all its taxing entities with a 45 day window
- Each taxing entity can provide a nomination for the board to consider since the vacancies is for a appointed board member and not an elected member
- Once received the board will review all the nominations from the taxing entities to take into consideration
- The board shall through Resolution name a person to serve the unexpired term
- The board does not have to appoint a nominee based on number of nominations received

The JCAD board consist of 9 members total; 5 appointed, 3 elected and the Tax Assessor/Collector. The members of the JCAD must meet certain requirements to be eligible to serve on the board. The members must be a resident of the district and must have resided in the district for at least two years immediately preceding the date of the individual takes office.

RECOMMENDATION:

N/A

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

REFERENCE:

Resolution CSO#5596-09-2024 – Signed 09/23/2024: Nominating candidates for the Central Appraisal District of Johnson County Board of Directors.

Resolution CSO#5668-11-2024 – Signed 11/18/2024: Casting an official ballot and allocating votes for appointment on the Central Appraisal District of Johnson County Board of Directors.

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817-426-9299



Central Appraisal District of Johnson County Vacancy Nomination

PRESENTED TO THE CITY COUNCIL – FEBRUARY 17

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

GENERAL INFORMATION

Board

- 5 Members appointed by the districts within its jurisdiction
- 3 Members elected by majority vote at the general November election
- 1 Tax Assessor-Collector
- New Terms started January 1, 2025

Roles & Responsibilities

- Hire the Chief Appraiser
- Govern the district
- Adopt the annual budget
- Does not appraise properties
- Adopts the reappraisal plan

Update

- On January 17, 2025, we were notified of a vacancy due to the passing of an appointed member
- Submit name(s) of nominee(s) by resolution on or before March 3, 2025
- The Board will vote to declare the candidate elected at their March meeting
- The elected candidate will serve a term to expire on 12/31/2025

BOARD MEMBER ELIGIBILITY

Residency

- Must reside in the appraisal district for at least two years

Ineligible

- Delinquent on property taxes for more than 60 days
- Served on the Board for all or part of five terms.
- Has a substantial interest in a business entity that is party to a contract with the appraisal district

Second Degree of Consanguinity and Affinity

- Ineligible if the individual is related within the second degree of blood or marriage to the following:
 - An appraiser who appraises property for use in a proceeding under the Tax Code
 - A person who represents property owners for compensation in proceedings under the Tax Code in the appraisal district

JOHNSON COUNTY

PREVIOUS BOARD & VOTE INFORMATION

- Burleson was entitled to 403 votes
- Changing to staggered terms
 - Two members with 1-year term and three members with 3-year terms.
- Once staggered terms are established:
 - District voted members (5) will serve staggered four-year terms beginning each January 1 of every other even-numbered year.
 - General election voted members (3) will serve staggered four-year terms beginning each January 1 of every odd-numbered year.

PREVIOUS BALLOT CANDIDATES

- James Cockrell*
- Cesar Diaz
- Benjamin Bruce Gibson
- Duaine Goulding* (220 votes)
- Amy Lingo*
- Lauren Pate
- Brannon Potts*
- John Wood* (183 votes)

*Nominated by City of Burleson

Number of votes allocated in parenthesis

ELECTED BOARD MEMBERS

- James Cockrell*
- Duaine Goulding
- Amy Lingo
- Brannon Potts
- John Wood

*Passed away

Option
1

Nominate candidate(s) on
the ballot for Central
Appraisal District of
Johnson County Board of
Directors

Option
2

Take no action

- James Cockrell
- Duaine Goulding*
- Amy Lingo*
- Brannon Potts*
- John Wood*
- Cesar Diaz
- Benjamin Bruce Gibson
- Lauren Pate

*Current Board Members

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY



www.johnsoncad.com

109 North Main Street
Cleburne Texas 76033

Metro (817) 648-3000

January 17, 2025

To: Governing Body of Taxing Unit

The Central Appraisal District of Johnson County has canvassed the votes for the Board of Directors. In accordance with Section 6.03(d) of the Texas Property Tax Code, we are notifying you of a vacancy due to the passing of an appointed member. You will have 45 days to nominate candidates to fill the vacancy. Please submit the name(s) of any nominee(s), by resolution adopted by your governing body, to me on or before March 3, 2025.

I will then prepare a ballot listing the candidates, and deliver a copy of the ballot to the Board of Directors at the regularly scheduled meeting in March. The Board of Directors will then determine its vote by resolution to declare the candidate who receives the largest cumulative vote totals, elected.

As you can see, timeliness is very important. Please let me know if you have any questions regarding this matter.

Sincerely,

**Brittany Vereen, RPA
Acting Chief Appraiser**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS NOMINATING _____ TO SERVE AS A VOTING MEMBER FOR THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY, TEXAS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city of Burleson, Texas (“City”), is eligible to nominate voting member of the Board of Directors of the Central Appraisal District of Johnson County; and

WHEREAS, after discussing the issue, the City believes _____ meets the eligibility requirements to serve as a voting member of the Board of Directors of the Central Appraisal District of Johnson County and would serve admirably;

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

SECTION 1

The City of Burleson nominates _____ to serve as a voting member of the Central Appraisal District of Johnson County, Texas.

SECTION 2

This resolution shall become effective immediately upon its passage.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. *(Staff Contact: Tony McIlwain, Development Services Director)*

SUMMARY:

A site plan was administratively approved for the proposed development known as The Heights Church, located at 961 S. Dobson St. The City's regulations require a property owner to extend existing public sanitary sewer facilities if located within 1,000 feet or less of the property. The church proposes to extend the existing public sanitary sewer located on the south side of Hidden Creek Parkway through Fire Station 16's property along the eastern property line. Staff has reviewed civil construction and the proposed location and has no objections to the request.

RECOMMENDATION:

Approve a request for a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city.

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

None

REFERENCE:

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Development Services Deputy Director / City Engineer
mmccullough@burlesontx.com
817-426-9616

The Heights Church

City Council

February 3, 2025

Reimbursement, Shared Parking, and Mutual Access Agreement

Council Request – Additional Parking at Fire Station 16

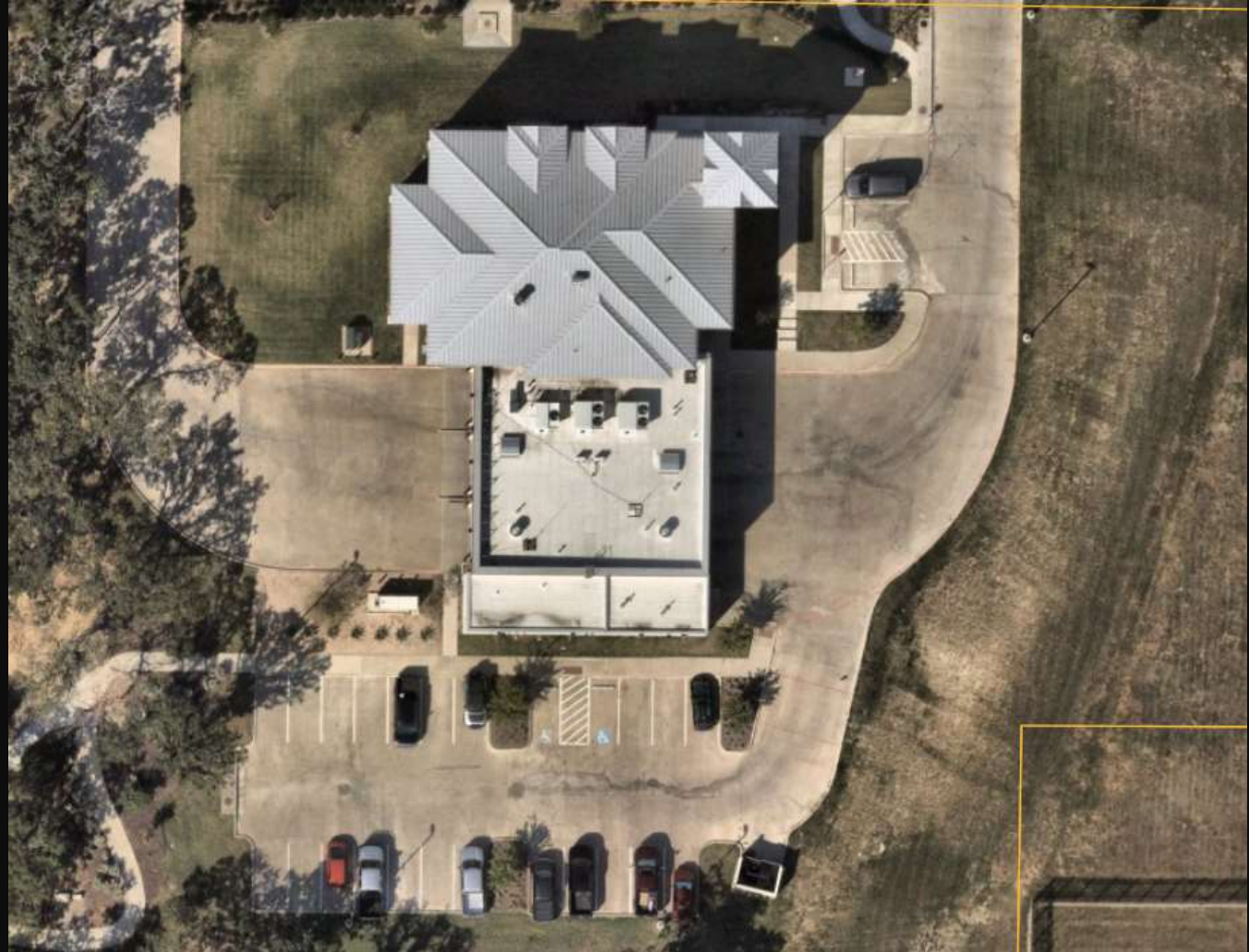
Existing Conditions:

- Limited parking at Fire Station 16 (FS #16) site
- Overflow parking across Hidden Creek Pkwy
- Nearest crosswalk is at intersection of S. Dobson St. and Hidden Creek Parkway



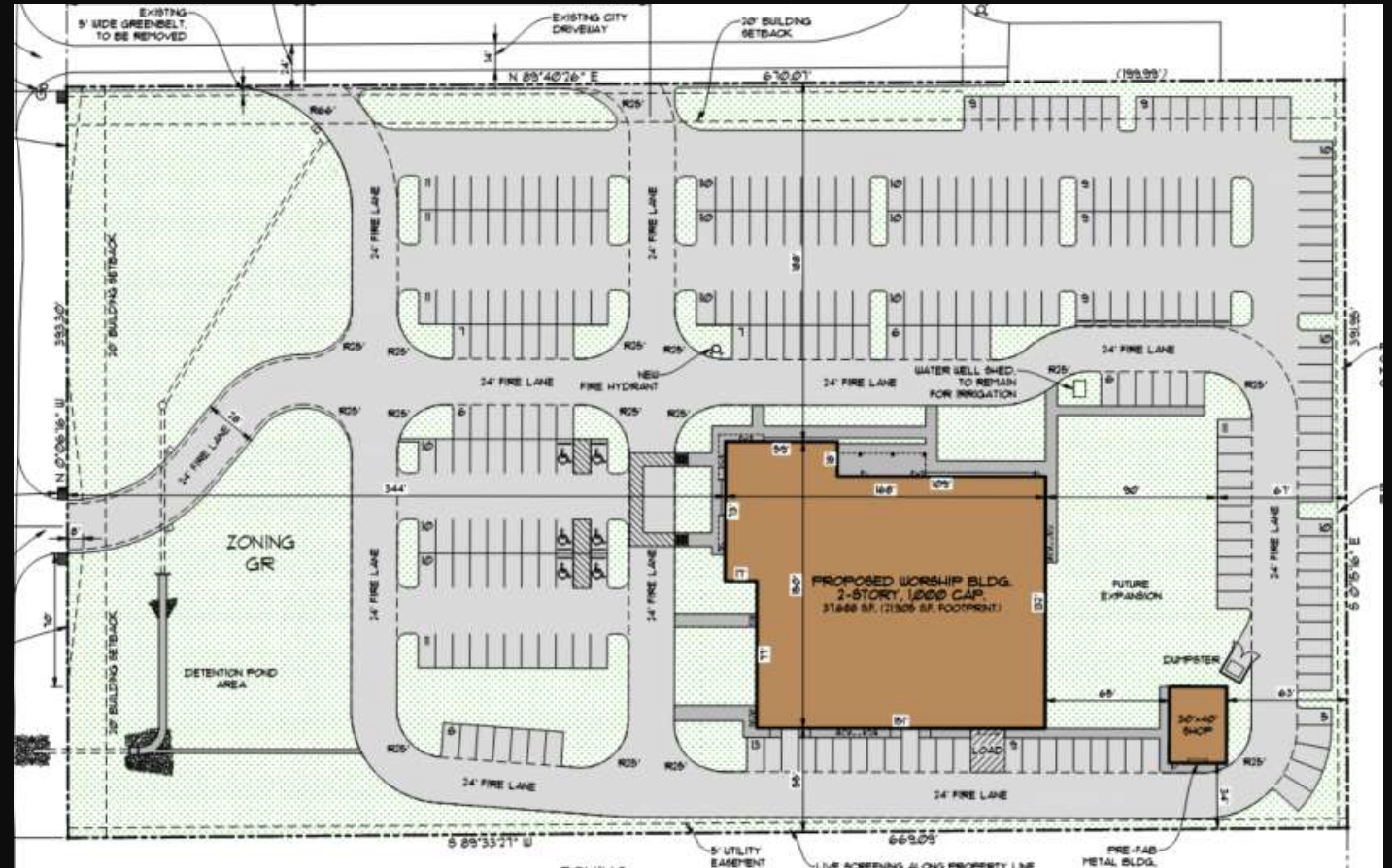
Council Request – Additional Parking at Fire Station 16

- Request received prior to change in Council Policy 17
- Staff tasked with evaluating feasibility of additional parking
- Retaining walls may be required depending on the location of additional parking
 - Costs could be high
 - No identified funding



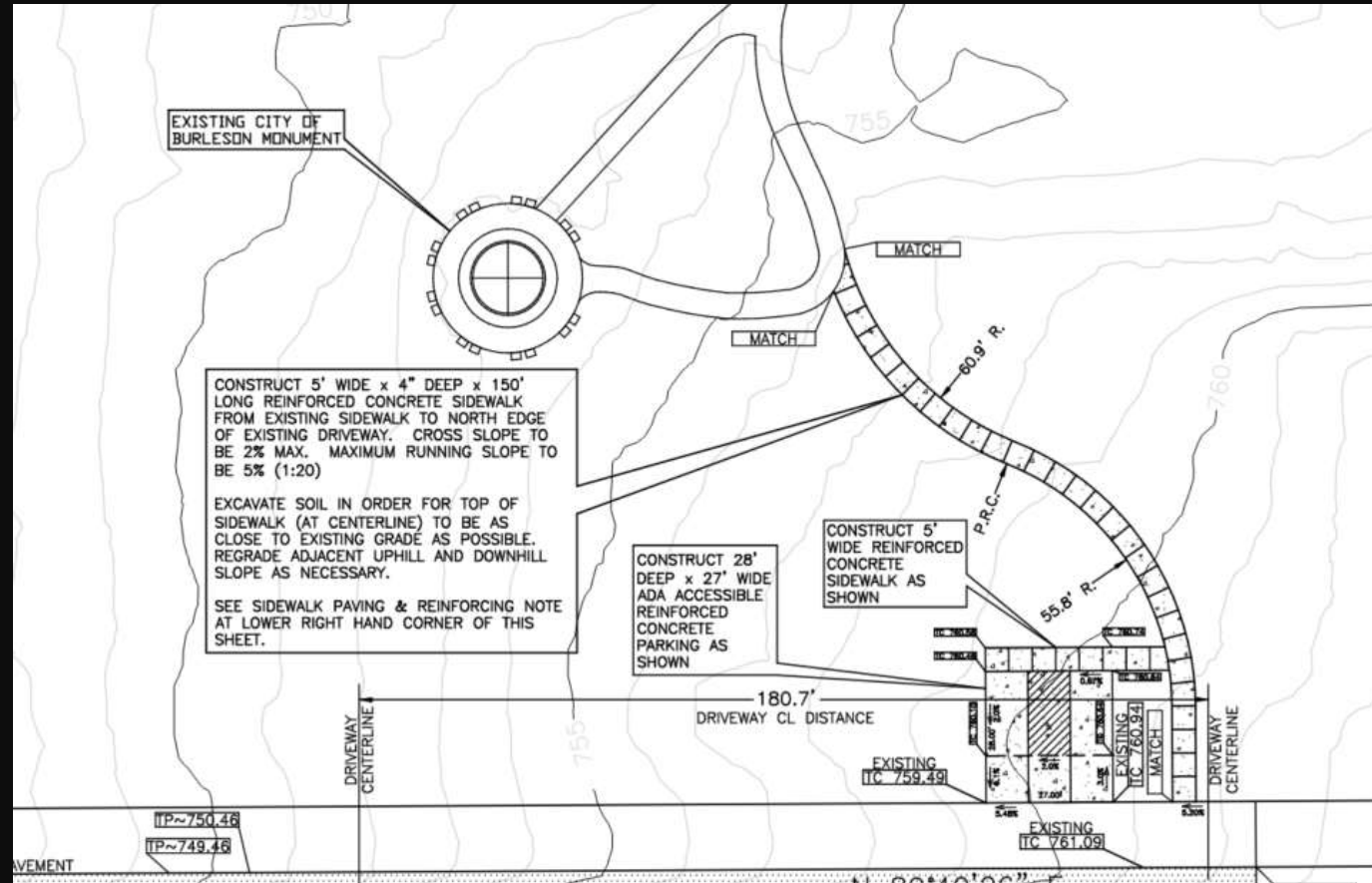
The Heights Church

- Site plan submitted for property south of FS #16
- Church requested use of access drive on fire station property for additional ingress/egress to site
- Staff discussed partnership with Church to utilize parking



The Heights Church

- Existing access drive is 12 feet wide – Church proposed to widen to 24 feet
- Church agreeable to allowing city to utilize parking for events
- Church agreeable to designing and constructing pedestrian path and handicap spaces with reimbursement of expenses



Reimbursement, Shared Parking, & Mutual Access Agreement

Summary of Church's Obligations

- Church will pay for design and construct the following facilities to city standards:
 - Widen existing access drive to 24 feet
 - Add two handicapped parking spaces adjacent to the access drive
 - Pedestrian path from access drive to the memorial and connect to the existing sidewalk
- Provide final approved construction documents, bonds, and insurance
- Complete improvements no later than December 31, 2025
- Grants City non-exclusive, revocable license to use the parking area identified within the agreement (Church cannot revoke the license for the first 5 years after the agreement)
- Agrees not to interfere with use or obstruct the access to Fire Station No. 16 or the water tower site

Reimbursement, Shared Parking, & Mutual Access Agreement

Summary of City's Obligations

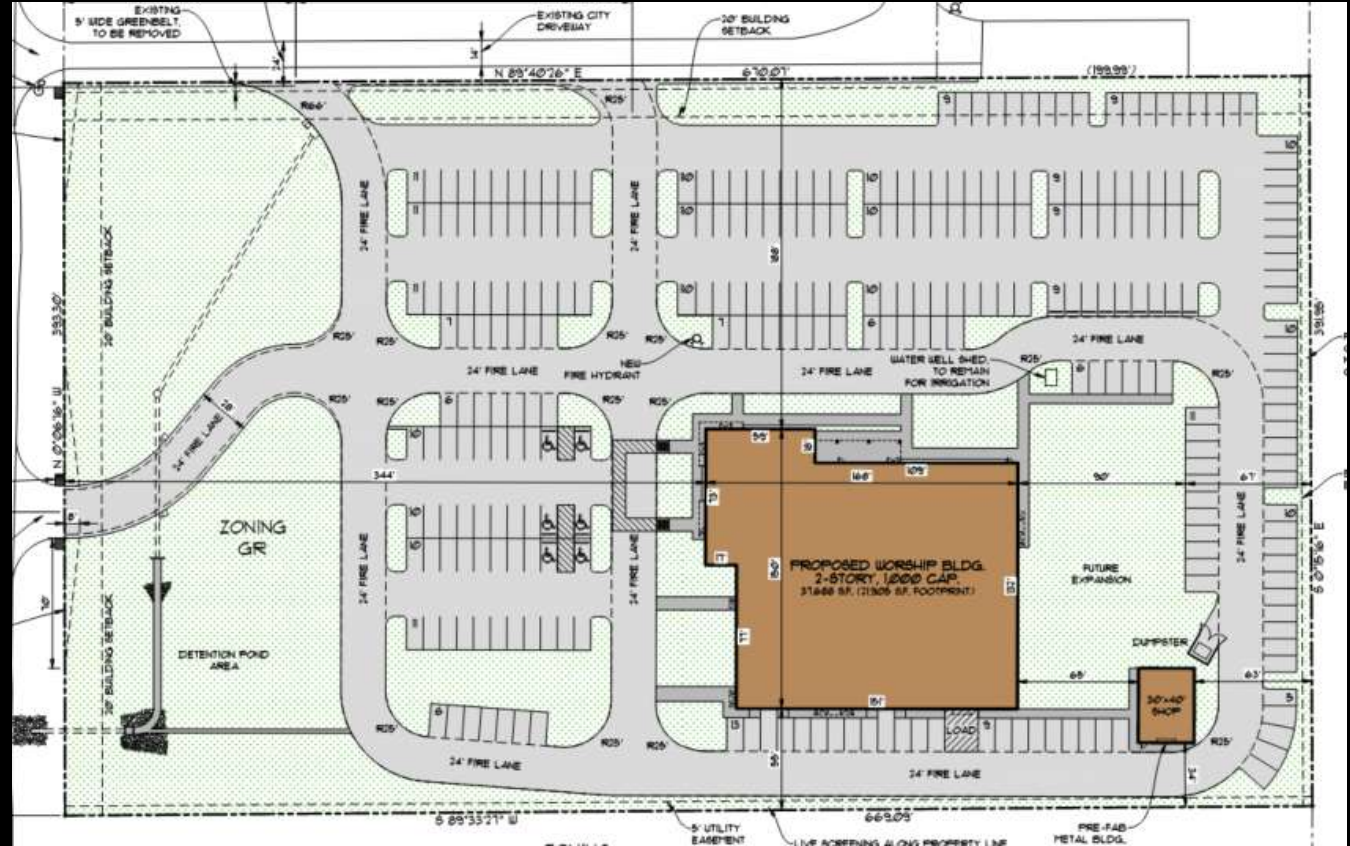
- City agrees to reimburse the Church a not-to-exceed sum of \$20,341 for the design and construction of the public facilities
- City grants the Church a non-exclusive, revocable license to use the access drive
- City will provide a five day written request to Church prior to use of parking lot to avoid conflicts
- The City will maintain the Facilities in accordance with the City's ordinance practices and maintenance schedule except when damage is caused by the Church, its invitees, agents, assigns, members, patrons, or other representatives
- The City will provide a 10-day written notice to the Church before performing maintenance, repair, reconstruction, or replacement of the Facilities. The cost of the work shall be shared equally

Public Easement Requests

Sanitary Sewer Easement

Site plan for proposed church approved on September 20, 2023

City requires public sanitary sewer to be extended if within 1,000 feet or less



Sanitary Sewer Easement

The proposed extension of existing sanitary sewer from Hidden Creek Parkway across the Fire Station 16 property is the only viable option:

- Grades do not allow extension along S. Dobson St.
- Sewer would be out of the ground at intersection of S. Dobson St. and Hidden Creek Parkway



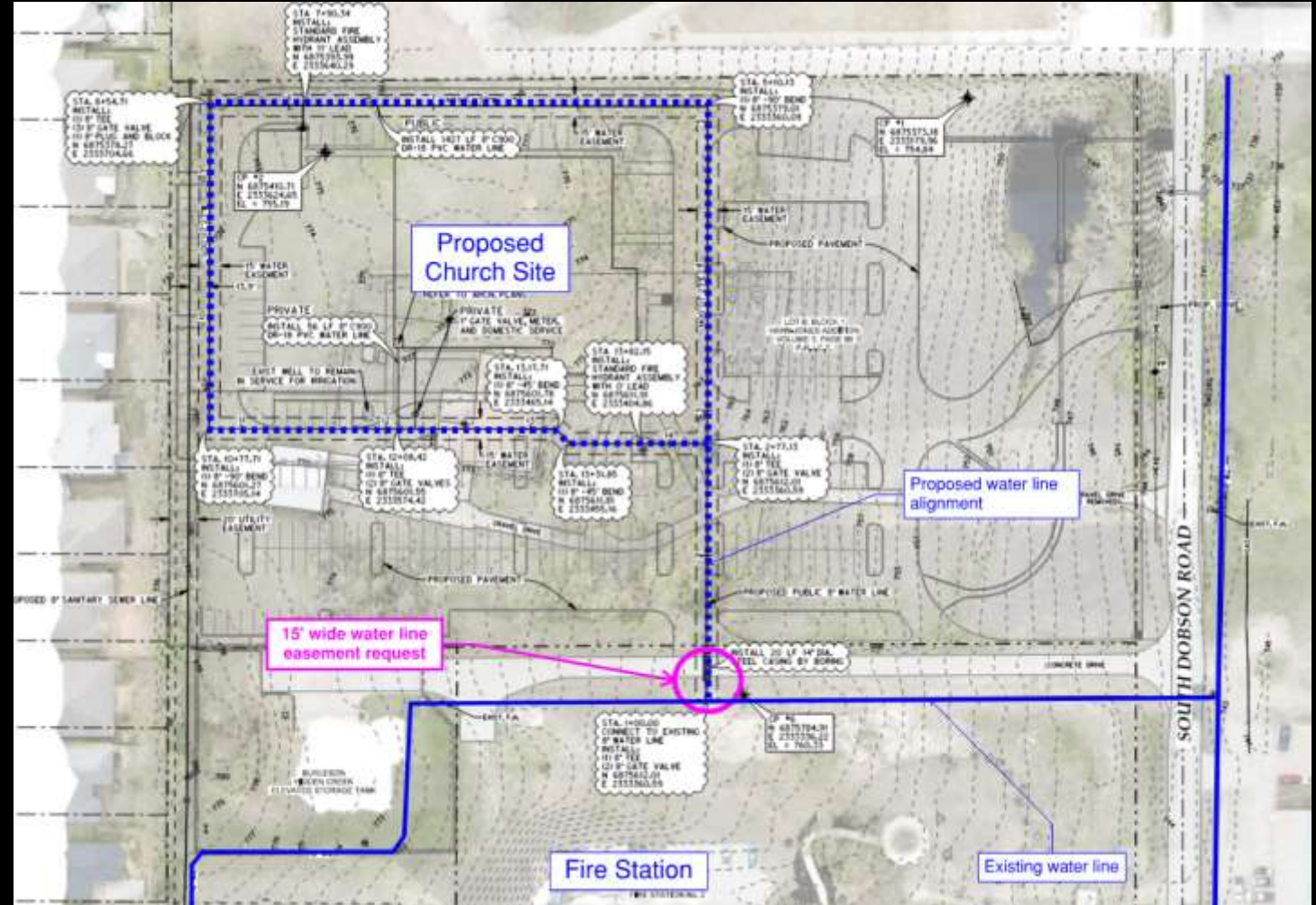
Water Line Easement

Site plan for proposed church approved on September 20, 2023

City requires commercial properties to be on a looped water line

An 8-inch water line is located within the FS 16 property from the water tower to S. Dobson

Water line easement requested to serve development



Actions Requested

#1 – Reimbursement, Shared Parking and Mutual Agreement

Approve an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(First Reading)*

#2 - Sanitary Sewer Easement

Approve a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

#3 - Water line Easement

Approve a permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

Questions / Discussion

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF BURLESON, TEXAS
PERMANENT SANITARY SEWER EASEMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF JOHNSON §**

That, _____, of the County of Johnson, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the City of Burleson, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for the purpose of installing, constructing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating utility facilities, and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Johnson County Texas, described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now be found upon said permanent easement.

The permanent easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

Owner

Tommy Ludwig
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the
State of Texas

My Commission Expires:

Type or Print Notary's Name

Please return after filing to:
City of Burleson
City Secretary Office
141 W Renfro Street
Burleson, Texas 76028

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOT 1AR, BLOCK 1, HAHN-JONES ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 386, PLAT RECORDS, JOHNSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1AR, IN THE WEST LINE OF BLOCK 3, HIDDEN CREEK ESTATES, PHASE I, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 8, PAGE 913, SLIDE B, OF SAID PLAT RECORDS, AND IN THE SOUTH RIGHT-OF-WAY LINE OF HIDDEN CREEK PARKWAY, A PUBLIC STREET WITH A VARIABLE WIDTH;

THENCE SOUTH 89 DEGREES 52 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1AR AND THE SOUTH RIGHT-OF-WAY LINE OF SAID HIDDEN CREEK PARKWAY, 5.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 15 MINUTES 16 SECONDS WEST, 192.97 FEET TO A POINT IN THE EAST PART OF THE SOUTH LINE OF SAID LOT 1AR AND IN THE NORTH LINE OF LOT 2AR, BLOCK 1, HAHN-JONES ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 386, OF SAID PLAT RECORDS;

THENCE SOUTH 89 DEGREES 40 MINUTES 26 SECONDS WEST ALONG THE EAST PART OF THE SOUTH LINE OF SAID LOT 1AR AND THE NORTH LINE OF SAID LOT 2AR, 15.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 15 MINUTES 16 SECONDS EAST, 193.02 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 1AR AND IN THE SOUTH RIGHT-OF-WAY LINE OF SAID HIDDEN CREEK PARKWAY;

THENCE NORTH 89 DEGREES 52 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1AR AND THE SOUTH RIGHT-OF-WAY LINE OF SAID HIDDEN CREEK PARKWAY, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0665 ACRES (2,895 SQUARE FEET) OF LAND, MORE OR LESS.



December 31, 2024

Grant Engineering, Inc.

Engineers Surveyors Planners
2751 Park Hill Drive Fort Worth, Texas 76109 817-923-3131
Firm Registration No. 100919-00

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOT 2AR, BLOCK 1, HAHN-JONES ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 386, PLAT RECORDS, JOHNSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A FOUND 1/2 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 2AR, AT THE NORTHEAST CORNER OF LOT BR, BLOCK 1, HAHN-JONES ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT 2024-156, DRAWER P, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AND IN THE WEST LINE OF BLOCK 3, HIDDEN CREEK ESTATES, PHASE I, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 8, PAGE 913, SLIDE B, OF SAID PLAT RECORDS;

THENCE SOUTH 89 DEGREES 40 MINUTES 26 SECONDS WEST ALONG THE COMMON LINE OF SAID LOTS 2AR AND BR, 5.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 40 MINUTES 26 SECONDS WEST, CONTINUING ALONG THE COMMON LINE OF SAID LOTS 2AR AND BR, 15.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 15 MINUTES 16 SECONDS EAST, 195.00 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 2AR AND IN THE EAST PORTION OF THE SOUTH LINE OF LOT 1AR, BLOCK 1, HAHN-JONES ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 386, OF SAID PLAT RECORDS;

THENCE NORTH 89 DEGREES 40 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2AR AND THE EAST PORTION OF THE SOUTH LINE OF SAID LOT 1AR, 15.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 15 MINUTES 16 SECONDS WEST, 195.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0671 ACRES (2,925 SQUARE FEET) OF LAND, MORE OR LESS.



January 13, 2025

Grant Engineering, Inc.

Engineers Surveyors Planners
2751 Park Hill Drive Fort Worth, Texas 76109 817-923-3131
Firm Registration No. 100919-00

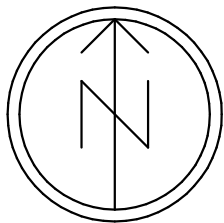
EXHIBIT "B"

VARIABLE WIDTH PUBLIC STREET

HIDDEN CREEK PARKWAY

POINT OF BEGINNING

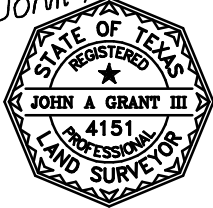
LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°52'16" W	5.00
L2	S 89°40'26" W	15.00
L3	N 89°52'16" E	15.00



HAHN-JONES ADDITION

LOT 1 A R
BLOCK 1
VOLUME 10
PAGE 386

John A Grant III



January 13, 2025

HAHN-JONES ADDITION

LOT 2 A R
BLOCK 1
VOL. 10, P. 386

N 00°15'16" E 193.02'

S 00°15'16" W 192.97'

EXISTING 5' UTILITY EASEMENT

HIDDEN OAKS DRIVE (50' R/W)

HIDDEN CREEK ESTATES

P H A S E I

CAB. 8, P. 913, SLIDE B

12.78'
39.27'

POINT OF COMMENCING

L1
LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

BLOCK 3

BLOCK 1

200.00' O/A

L2 5.00'

195.00'

200.00'

EXISTING 5' UTILITY EASEMENT

FND. 1/2" ROD (CM)

25'

Grant Engineering, Inc.

Engineers Surveyors Planners
 2751 Park Hill Drive Fort Worth, Texas 76109 817-923-3131
 Firm Registration No. 100919-00

EXHIBIT "B"

VARIABLE WIDTH PUBLIC STREET

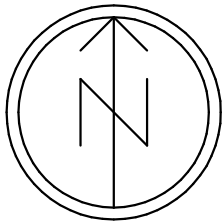
HIDDEN CREEK PARKWAY

LINE TABLE

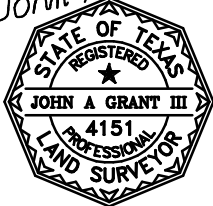
LINE	BEARING	LENGTH
L1	S 89°40'26" W	5.00
L2	S 89°40'26" W	15.00
L3	N 89°40'26" E	15.00

HAHN-JONES ADDITION

LOT 1 A R
BLOCK 1
VOLUME 10
PAGE 386



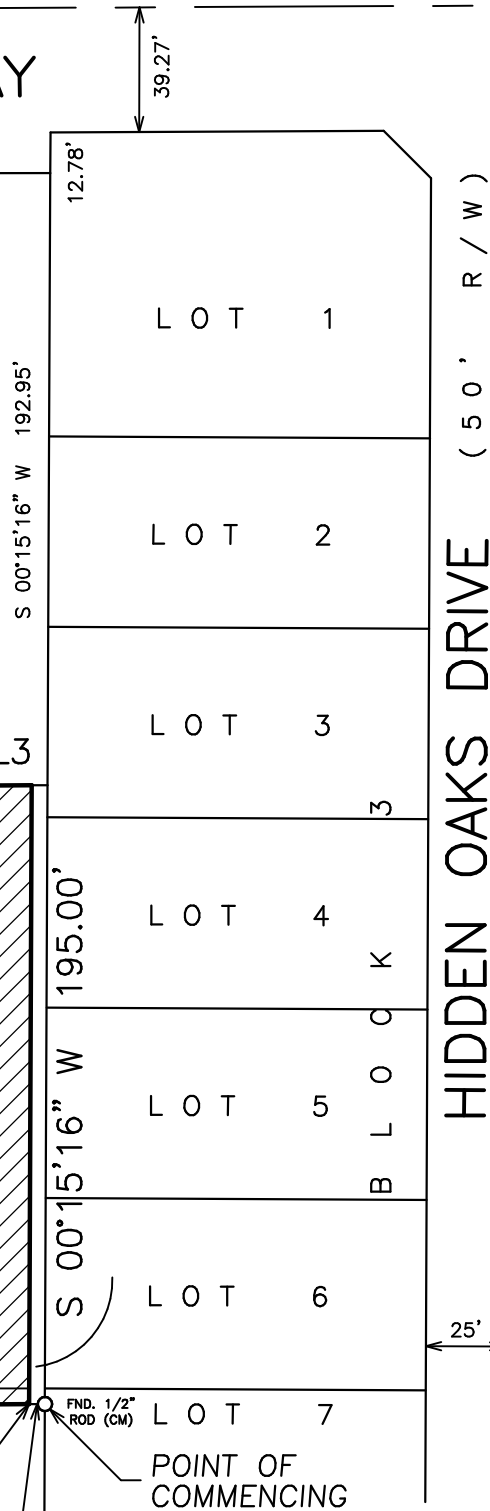
John A Grant III



January 13, 2025

HAHN-JONES ADDITION

LOT 2 A R
BLOCK 1
VOL. 10, P. 386



POINT OF BEGINNING

HAHN-JONES ADDITION
LOT B R
BLOCK 1
INST. 2024-156

POINT OF COMMENCING

Grant Engineering, Inc.

Engineers Surveyors Planners
 2751 Park Hill Drive Fort Worth, Texas 76109 817-923-3131
 Firm Registration No. 100919-00

HIDDEN CREEK ESTATES

P H A S E I

CAB. 8, P. 913, SLIDE B

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on a permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. *(Staff Contact: Tony McIlwain, Development Services Director)*

SUMMARY:

A site plan was administratively approved for the proposed development known as The Heights Church, located at 961 S. Dobson St. The City's regulations require a commercial property owner to extend existing public sanitary sewer facilities if located within 1,000 feet or less of the be located on a looped water line for the purpose of providing a redundant water source to the property. The church proposes to connect to the existing 8-inch water line located on the south side of Fire Station 16. This connection will satisfy the city's requirement for commercial developments to be located on a looped water line. Staff has reviewed the civil construction plans and has no objection to the request.

RECOMMENDATION:

Approve a request for a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city.

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

None

REFERENCE:

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Development Services Deputy Director / City Engineer
mmccullough@burlesontx.com
817-426-9616

The Heights Church

City Council

February 3, 2025

Reimbursement, Shared Parking, and Mutual Access Agreement

Council Request – Additional Parking at Fire Station 16

Existing Conditions:

- Limited parking at Fire Station 16 (FS #16) site
- Overflow parking across Hidden Creek Pkwy
- Nearest crosswalk is at intersection of S. Dobson St. and Hidden Creek Parkway



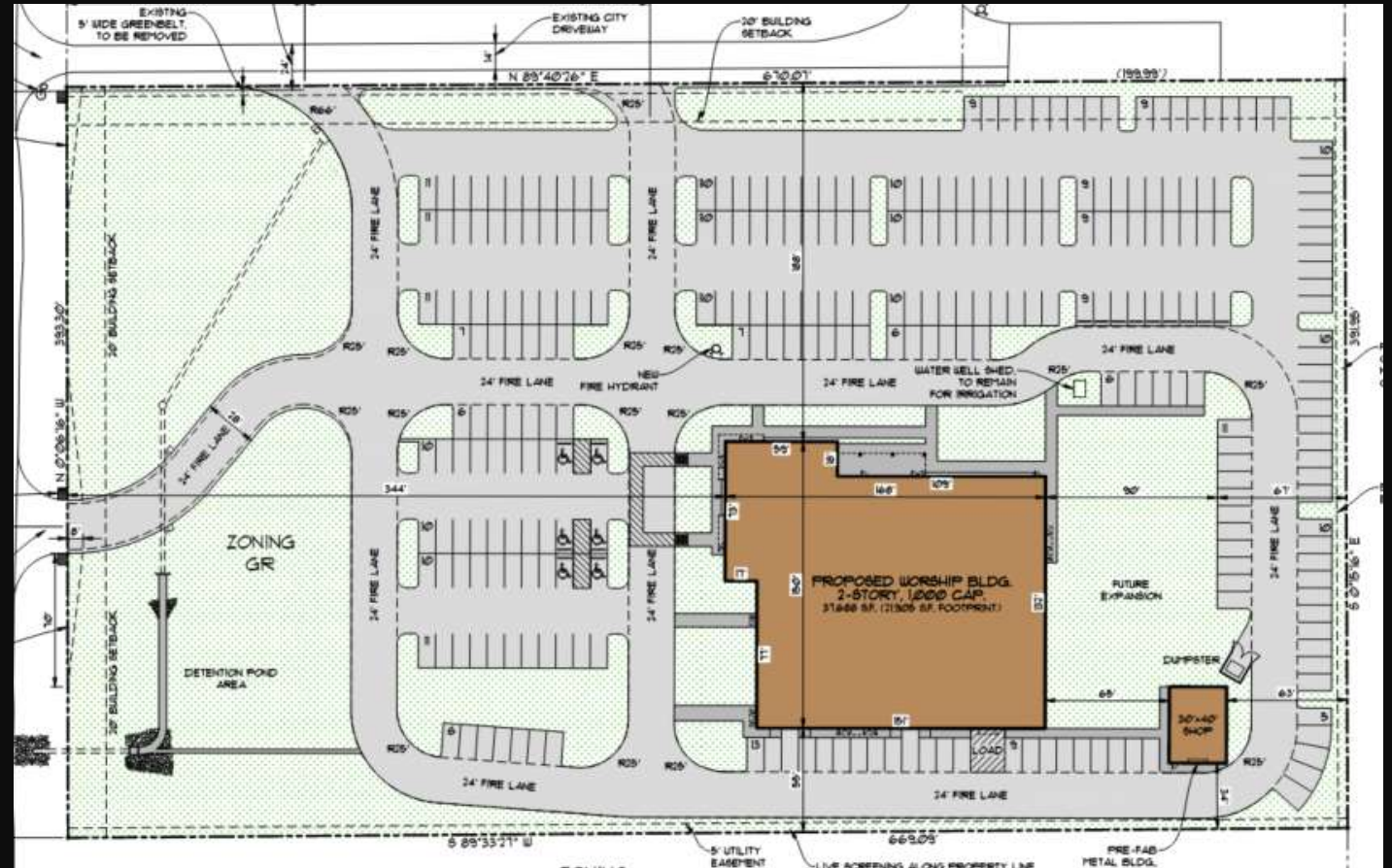
Council Request – Additional Parking at Fire Station 16

- Request received prior to change in Council Policy 17
- Staff tasked with evaluating feasibility of additional parking
- Retaining walls may be required depending on the location of additional parking
 - Costs could be high
 - No identified funding



The Heights Church

- Site plan submitted for property south of FS #16
- Church requested use of access drive on fire station property for additional ingress/egress to site
- Staff discussed partnership with Church to utilize parking



Reimbursement, Shared Parking, & Mutual Access Agreement

Summary of Church's Obligations

- Church will pay for design and construct the following facilities to city standards:
 - Widen existing access drive to 24 feet
 - Add two handicapped parking spaces adjacent to the access drive
 - Pedestrian path from access drive to the memorial and connect to the existing sidewalk
- Provide final approved construction documents, bonds, and insurance
- Complete improvements no later than December 31, 2025
- Grants City non-exclusive, revocable license to use the parking area identified within the agreement (Church cannot revoke the license for the first 5 years after the agreement)
- Agrees not to interfere with use or obstruct the access to Fire Station No. 16 or the water tower site

Reimbursement, Shared Parking, & Mutual Access Agreement

Summary of City's Obligations

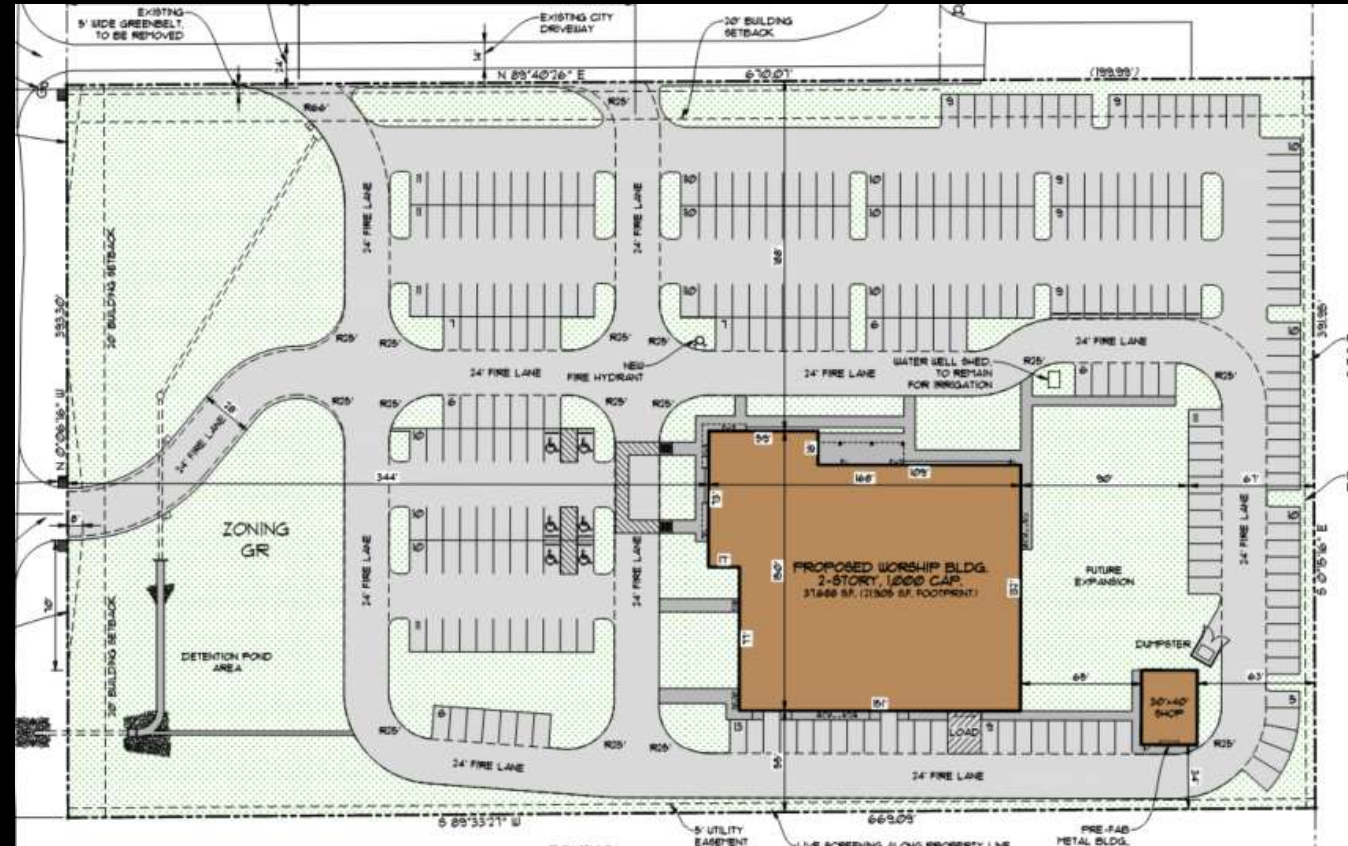
- City agrees to reimburse the Church a not-to-exceed sum of \$20,341 for the design and construction of the public facilities
- City grants the Church a non-exclusive, revocable license to use the access drive
- City will provide a five day written request to Church prior to use of parking lot to avoid conflicts
- The City will maintain the Facilities in accordance with the City's ordinance practices and maintenance schedule except when damage is caused by the Church, its invitees, agents, assigns, members, patrons, or other representatives
- The City will provide a 10-day written notice to the Church before performing maintenance, repair, reconstruction, or replacement of the Facilities. The cost of the work shall be shared equally

Public Easement Requests

Sanitary Sewer Easement

Site plan for proposed church approved on September 20, 2023

City requires public sanitary sewer to be extended if within 1,000 feet or less



Sanitary Sewer Easement

The proposed extension of existing sanitary sewer from Hidden Creek Parkway across the Fire Station 16 property is the only viable option:

- Grades do not allow extension along S. Dobson St.
- Sewer would be out of the ground at intersection of S. Dobson St. and Hidden Creek Parkway



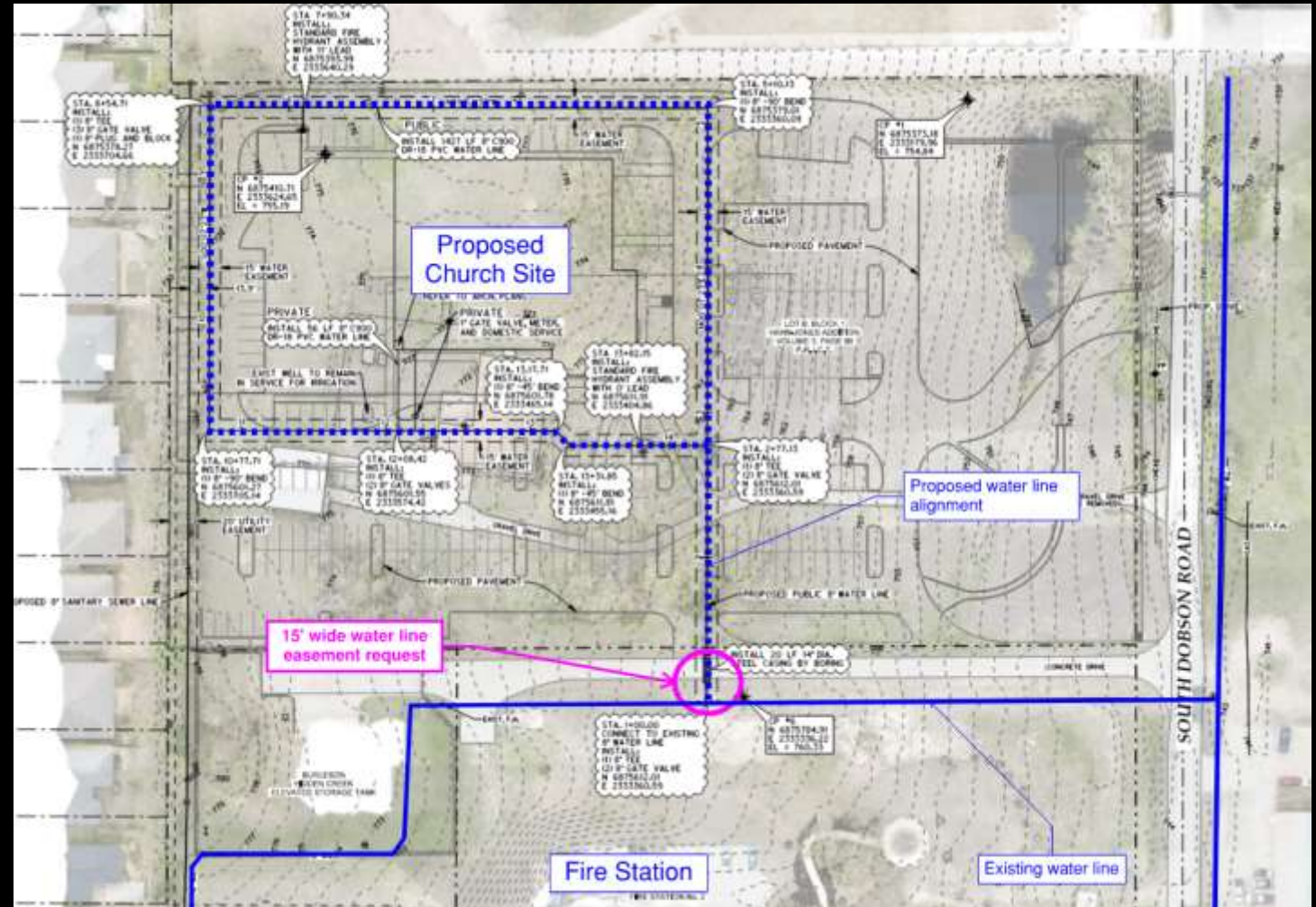
Water Line Easement

Site plan for proposed church approved on September 20, 2023

City requires commercial properties to be on a looped water line

An 8-inch water line is located within the FS 16 property from the water tower to S. Dobson

Water line easement requested to serve development



Actions Requested

#1 – Reimbursement, Shared Parking and Mutual Agreement

Approve an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(First Reading)*

#2 - Sanitary Sewer Easement

Approve a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

#3 - Water line Easement

Approve a permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

Questions / Discussion

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF BURLESON, TEXAS
PERMANENT WATER EASEMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF JOHNSON §**

That, _____, of the County of Johnson, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the City of Burleson, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for the purpose of installing, constructing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating utility facilities, and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Johnson County Texas, described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now be found upon said permanent easement.

The permanent easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2025
Owner

Name and Title

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the
State of Texas

My Commission Expires: _____
Type or Print Notary's Name _____

Please return after filing to:
City of Burleson
City Secretary Office
141 W Renfro Street
Burleson, Texas 76028

EXHIBIT "A"

A PORTION OF LOT 1AR, BLOCK 1, HAHN-JONES ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 386, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A FOUND 1/2 INCH IRON ROD AT THE SOUTHWEST CORNER OF SAID LOT 1AR, AT THE NORTHWEST CORNER OF LOT BR, BLOCK 1, HAHN-JONES ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT 2024-156, DRAWER P, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AND IN THE EAST RIGHT-OF-WAY LINE OF SOUTH DOBSON STREET, A PUBLIC STREET WITH A VARIABLE WIDTH;

THENCE NORTH 89 DEGREES 40 MINUTES 26 SECONDS EAST ALONG THE COMMON LINE OF SAID LOTS 1AR AND BR, 289.75 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 06 MINUTES 56 SECONDS EAST, 40.12 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 53 MINUTES 04 SECONDS EAST, 15.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 06 MINUTES 56 SECONDS WEST, 40.00 FEET TO A POINT IN THE COMMON LINE OF SAID LOTS 1A AND BR;

THENCE SOUTH 89 DEGREES 40 MINUTES 26 SECONDS WEST ALONG THE COMMON LINE OF SAID LOTS 1AR AND BR, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0138 ACRES (601 SQUARE FEET) OF LAND, MORE OR LESS.



December 31, 2024

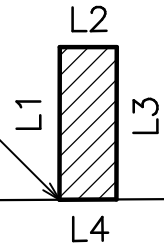
Grant Engineering, Inc.

Engineers Surveyors Planners
2751 Park Hill Drive Fort Worth, Texas 76109 817-923-3131
Firm Registration No. 100919-00

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°06'56" E	40.12'
L2	S 89°53'04" E	15.00'
L3	S 00°06'56" W	40.00'
L4	S 89°40'26" W	15.00'

HAHN-JONES ADDITION
 LOT 1 A R
 BLOCK 1
 VOLUME 10
 PAGE 386



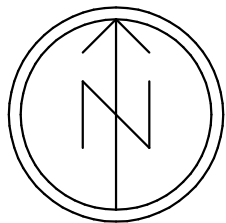
FND. 1/2" ROD (CM)
 POINT OF COMMENCING
 N = 6,875,750.15
 E = 2,333,065.28

POINT OF BEGINNING

N 89°40'26" E 289.75'

SOUTH DOBSON ST
 VARIABLE WIDTH PUBLIC STREET

HAHN-JONES ADDITION
 LOT B R
 BLOCK 1
 INST. 2024-156



SCALE: 1" = 50'



0 25 50 100

John A Grant III



December 31, 2024

Grant Engineering, Inc.

Engineers Surveyors Planners
 2751 Park Hill Drive Fort Worth, Texas 76109 817-923-3131
 Firm Registration No. 100919-00

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 17, 2025

SUBJECT:

Consider and take possible action on an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(First Reading) (Staff Contact: Tony McIlwain, Development Services Director)*

SUMMARY:

The City Manager's office received a request from Councilman Larry Scott for additional parking at Fire Station 16 prior to the Policy 17 changes. Fire Station 16 is a 13,917-sf two-story building located at the southeast corner of Hidden Creek Parkway and Dobson Street. The fire station houses the Emergency Operations Center (EOC) and hosts other city meetings throughout the year. At the time of the commercial site plan, the City's parking ordinance did not address requirements for fire stations.

Since the city's ordinances do not address parking requirements, the City's representative proposed utilizing the number of dorm rooms and multiplying by two. Twelve dorm rooms were proposed, which resulted in a total of 24 parking stalls. Four additional parking stalls were added for the EOC, for 28 spaces. This parking calculation did not consider potential visitors to the site to utilize the available meeting room.

In addition to the fire station, a memorial was constructed on the site to honor a Burleson High School student who passed away near the fire station site. The only overflow parking is at the City of Burleson softball fields across Hidden Creek Parkway, which is considered a major arterial. There is no designated crosswalk to allow pedestrians to safely cross the roadway, except for the intersection of Dobson Street and Hidden Creek Parkway; however, this pedestrian route is not ideal for visitors to the fire station.

Staff began evaluating the addition of parking stalls to accommodate overflow parking at the fire station. During the site evaluation, a site plan was submitted for a proposed church development south of the fire station property. The representative for the church requested consideration to utilize the existing access drive on the fire station as a secondary access point for the church to increase circulation through the site. The access drive is currently twelve feet in width. The church proposes to widen the access drive to twenty-four foot wide.

Staff met with the church's representative regarding a shared parking agreement allowing visitors to park within the church's parking lot serving as overflow parking for the fire station. Widening

the access drive would allow for better circulation for the church and serve as ingress and egress for overflow parking for the fire station. In addition to the shared parking for the fire station, staff worked with the church's representative to add a pedestrian path from the church's parking lot to the memorial and, ultimately, the fire station building. Two additional handicapped parking stalls are proposed adjacent to the access drive, increasing the number of accessible parking spaces for the fire station. Currently, the only handicap-accessible parking is near the fire station entrance. The additional parking spaces are closer to the memorial, providing a direct pedestrian path.

Since the traffic analysis indicated traffic along S. Dobson St. would be more efficient with two points of ingress and egress, staff recommends allowing the church to utilize the access drive and widen the pavement to 24 feet. The terms of the proposed Facilities Reimbursement, Shared Parking, and Mutual Access Agreement are as follows –

Summary of Developer's Obligations -

Developer will pay for design and construct to city standards the following facilities on the city's property.

- Widen existing access drive to 24 feet
- Add two handicapped parking spaces adjacent to the access drive
- Pedestrian path from access drive to the memorial and connect to the existing sidewalk

Provide final approved construction documents, bonds, and insurance.

Complete improvements no later than December 31, 2025.

Grants the City a non-exclusive, revocable license to use the parking area identified within the agreement. (The Church cannot revoke the license for the first five years following the agreement's execution.)

Agrees not to interfere with the use or obstruct the City's access to Fire Station No. 16 or the water tower site.

Summary of City's Obligations –

City agrees to reimburse the Developer the not-to-exceed sum of \$20,341.00 for the design and construction of the handicap spaces and sidewalk across Fire Station 16 only. The Developer would be responsible for the entire cost of the proposed improvements to the access drive on the city's property.

City grants the Developer a non-exclusive, revocable license to use the access drive.

The City will maintain the Facilities in accordance with the City's ordinance practices and maintenance schedule except when damage is caused by the Developer, its invitees, agents, assigns, members, patrons, or other representatives.

The City will provide a 10-day written notice to the Developer before performing maintenance, repair, reconstruction, or replacement of the Facilities. The cost of the work shall be shared equally for maintenance of the access drive.

RECOMMENDATION:

Approve an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date.

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

None

REFERENCE:

NA

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$20,341.00
Account Number(s): 4203101-62010(\$2,000 for design) and 4203101-70020 (\$18,341 for construction)
Fund: 4203101
Account Description: Non-Bond Capital

STAFF CONTACT:

Tony D. McIlwain, AICP, CFM
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

The Heights Church

City Council

February 3, 2025

Reimbursement, Shared Parking, and Mutual Access Agreement

Council Request – Additional Parking at Fire Station 16

Existing Conditions:

- Limited parking at Fire Station 16 (FS #16) site
- Overflow parking across Hidden Creek Pkwy
- Nearest crosswalk is at intersection of S. Dobson St. and Hidden Creek Parkway



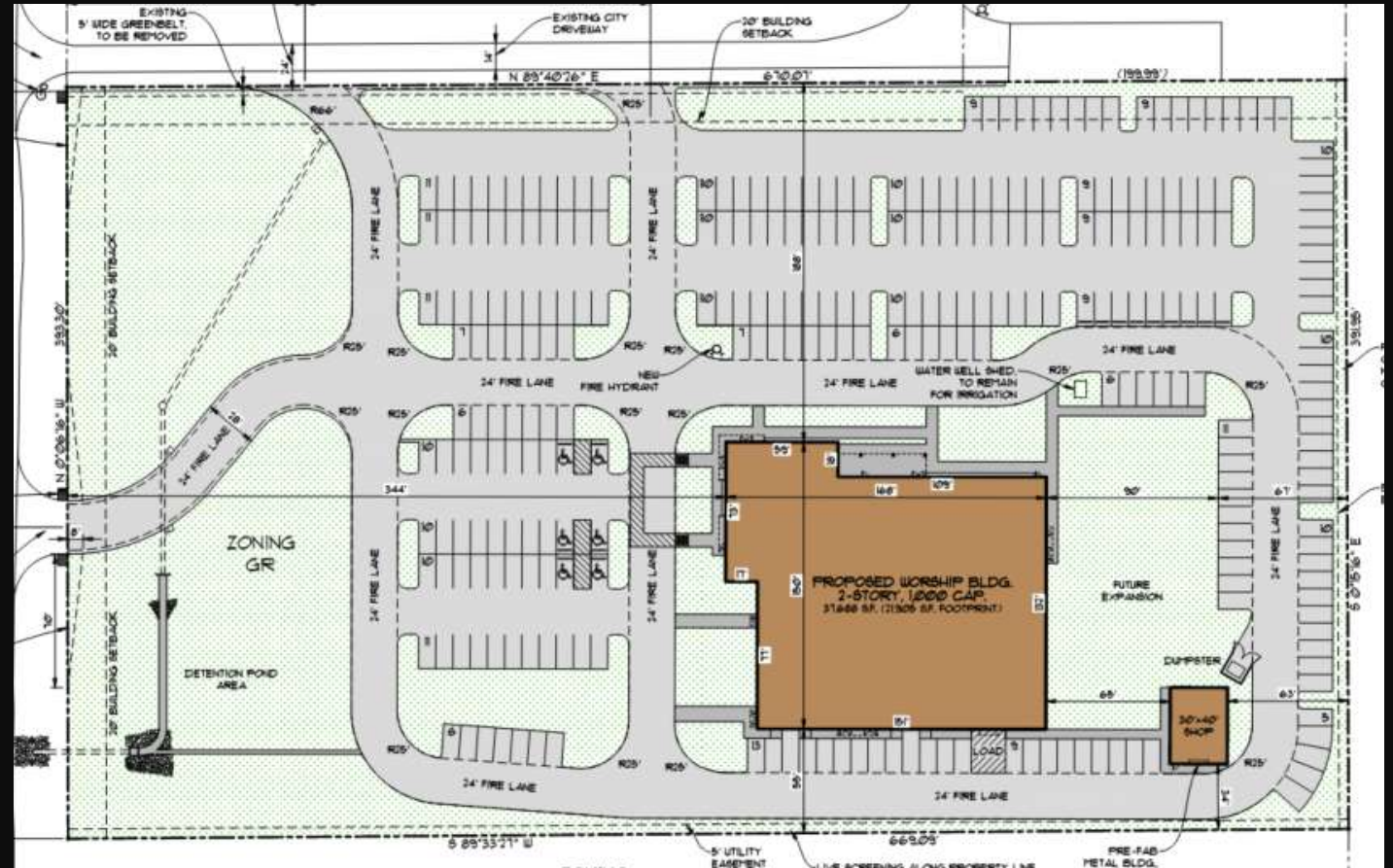
Council Request – Additional Parking at Fire Station 16

- Request received prior to change in Council Policy 17
- Staff tasked with evaluating feasibility of additional parking
- Retaining walls may be required depending on the location of additional parking
 - Costs could be high
 - No identified funding



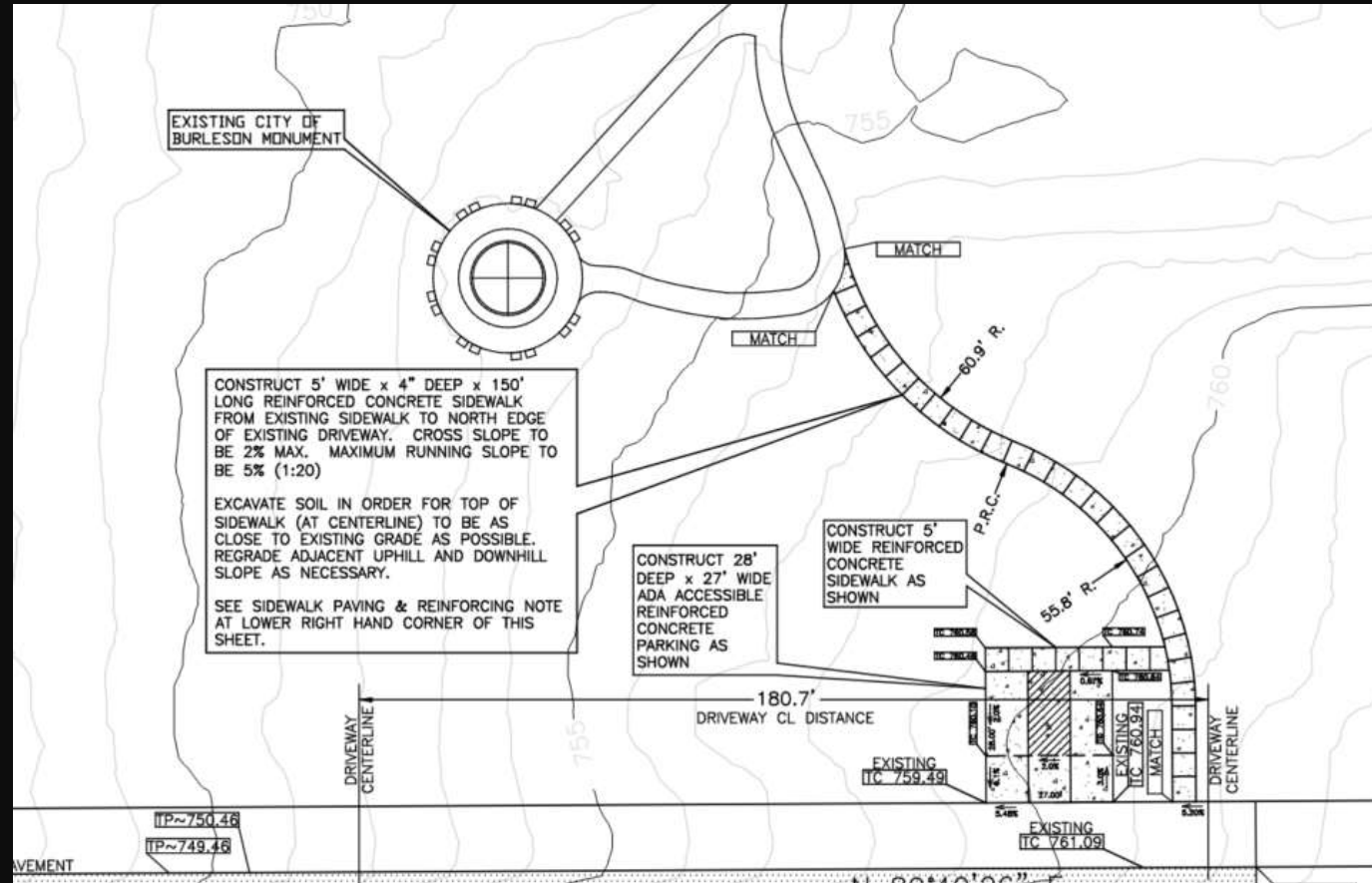
The Heights Church

- Site plan submitted for property south of FS #16
- Church requested use of access drive on fire station property for additional ingress/egress to site
- Staff discussed partnership with Church to utilize parking



The Heights Church

- Existing access drive is 12 feet wide – Church proposed to widen to 24 feet
- Church agreeable to allowing city to utilize parking for events
- Church agreeable to designing and constructing pedestrian path and handicap spaces with reimbursement of expenses



Reimbursement, Shared Parking, & Mutual Access Agreement

Summary of Church's Obligations

- Church will pay for design and construct the following facilities to city standards:
 - Widen existing access drive to 24 feet
 - Add two handicapped parking spaces adjacent to the access drive
 - Pedestrian path from access drive to the memorial and connect to the existing sidewalk
- Provide final approved construction documents, bonds, and insurance
- Complete improvements no later than December 31, 2025
- Grants City non-exclusive, revocable license to use the parking area identified within the agreement (Church cannot revoke the license for the first 5 years after the agreement)
- Agrees not to interfere with use or obstruct the access to Fire Station No. 16 or the water tower site

Reimbursement, Shared Parking, & Mutual Access Agreement

Summary of City's Obligations

- City agrees to reimburse the Church a not-to-exceed sum of \$20,341 for the design and construction of the public facilities
- City grants the Church a non-exclusive, revocable license to use the access drive
- City will provide a five day written request to Church prior to use of parking lot (if more than ten parking spaces are needed) to avoid conflicts
- The City will maintain the Facilities in accordance with the City's ordinance practices and maintenance schedule except when damage is caused by the Church, its invitees, agents, assigns, members, patrons, or other representatives
- The City will provide a 10-day written notice to the Church before performing maintenance, repair, reconstruction, or replacement of the Facilities. The cost of the work shall be shared equally

Public Easement Requests

Sanitary Sewer Easement

Site plan for proposed church approved on September 20, 2023

City requires public sanitary sewer to be extended if within 1,000 feet or less



Sanitary Sewer Easement

The proposed extension of existing sanitary sewer from Hidden Creek Parkway across the Fire Station 16 property is the only viable option:

- Grades do not allow extension along S. Dobson St.
- Sewer would be out of the ground at intersection of S. Dobson St. and Hidden Creek Parkway



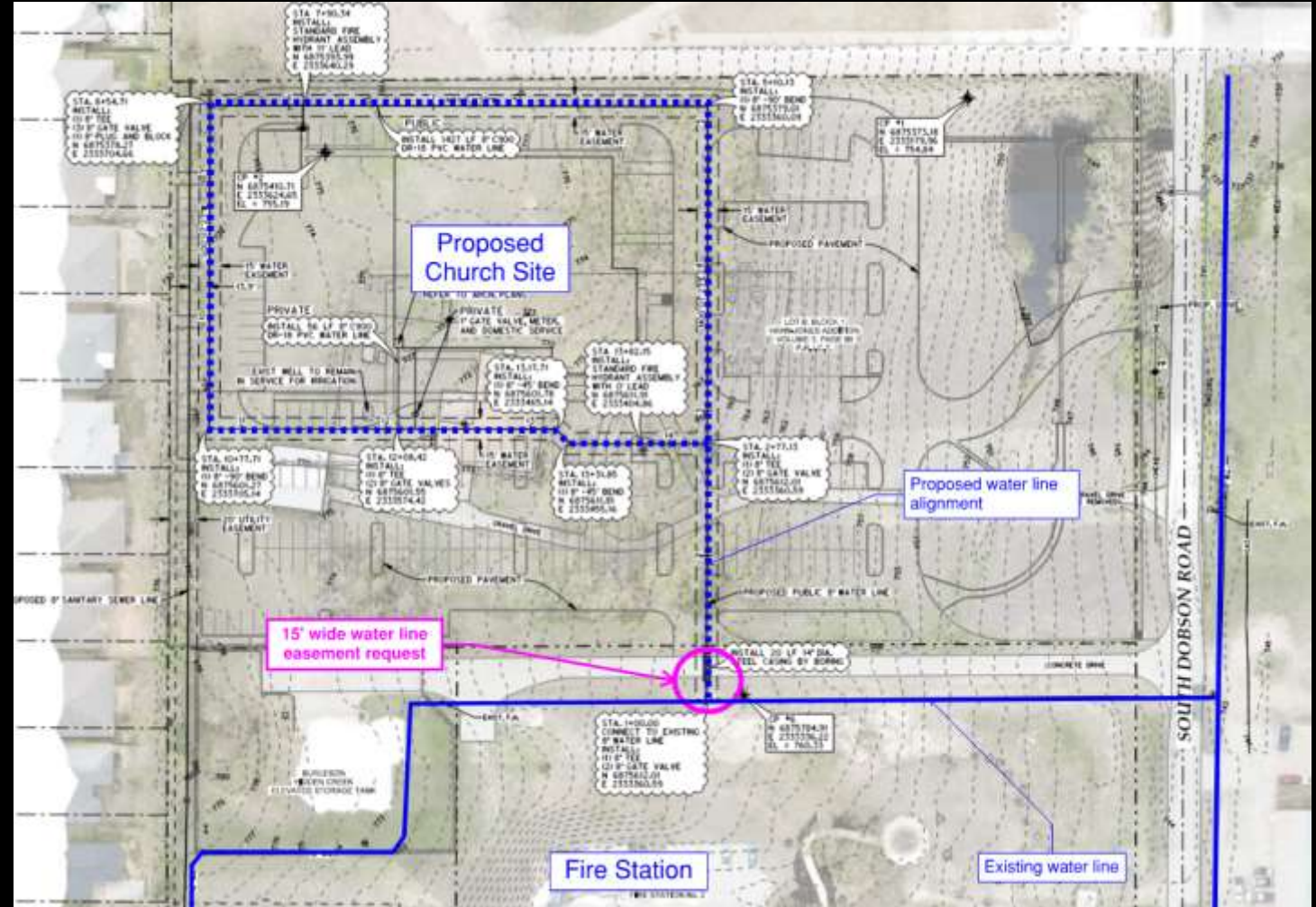
Water Line Easement

Site plan for proposed church approved on September 20, 2023

City requires commercial properties to be on a looped water line

An 8-inch water line is located within the FS 16 property from the water tower to S. Dobson

Water line easement requested to serve development



Actions Requested

#1 – Reimbursement, Shared Parking and Mutual Agreement

Approve an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(First Reading)*

#2 - Sanitary Sewer Easement

Approve a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

#3 - Water line Easement

Approve a permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

Questions / Discussion

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FACILITIES REIMBURSEMENT, SHARED PARKING, AND MUTUAL ACCESS AGREEMENT WITH EASTERN HEIGHTS CHURCH D/B/A THE HEIGHTS CHURCH, A TEXAS NON-PROFIT CORPORATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City desires to enter into a Facilities Reimbursement, Shared Parking, and Mutual Access Agreement (the “Agreement”) with Eastern Heights Church d/b/a The Heights Church, a Texas non-profit corporation (the “Developer”), for the design, construction, and use of public access, pedestrian, parking, paving, and other related public improvements (collectively, the “Facilities”), at 961 S. Dobson St., City of Burleson, Johnson County, Texas; and

WHEREAS, the Developer desires to construct and use the Facilities to provide increased access to the Developer and the general public, and the City desires to participate in the cost of the Facilities pursuant to Texas Local Gov’t Code Ch. 212; and

WHEREAS, the City desires to allow the Developer to use the Facilities for Developer’s overflow parking, and the Developer will allow the City to use certain portions of Developer’s parking lot for City events; and

WHEREAS, the City’s reimbursement costs for the Facilities shall not exceed the amount of \$20,341, which is equal to five and eight tenths percent (5.8%) of the total estimated “Project” costs of \$350,551.00; and

WHEREAS, the Agreement is authorized by Texas Local Gov’t Code Ch. 212, without complying with the competitive sealed bidding procedure of Texas Local Gov’t Code Ch. 252; and

WHEREAS, the City Council finds and determines that this Ordinance is made in the exercise of its governmental functions relating to water and fire service in the interest of the health, safety, and welfare of the general public,

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

SECTION 1

The findings and recitals set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

The City Manager is authorized to execute the Facilities Reimbursement, Shared Parking, and Mutual Access Agreement with the Developer, which is attached as **Exhibit A** to this Ordinance, and the City Manager is hereby authorized to pay reimbursement costs for the Facilities upon completion and acceptance of the Facilities in an amount not to exceed \$20,341.00.

SECTION 3

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 invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or 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 of this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4

This Ordinance shall become effective immediately upon its passage.

FIRST READING APPROVED ON THE _____ DAY OF _____, 2025.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THIS _____ DAY OF _____, 2025.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

EXHIBIT A

FACILITIES REIMBURSEMENT, SHARED PARKING,
AND MUTUAL ACCESS AGREEMENT

**FACILITIES REIMBURSEMENT, SHARED PARKING,
AND MUTUAL ACCESS AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This Facilities Reimbursement, Shared Parking, and Mutual Access Agreement (the “Agreement”) is made by and between the City of Burleson, a Texas home rule municipality (the “City”), and Eastern Heights Church d/b/a The Heights Church, a Texas non-profit corporation (the “Developer”), each referred to as “Party” or collectively as the “Parties”, acting by and through their respective authorized representatives.

RECITALS

WHEREAS, the Parties desire to enter into this Agreement for the design, construction, and use of public access, pedestrian, parking, paving, and other related public improvements (collectively, the “Facilities”) generally located at 961 S. Dobson St. in the City of Burleson, Johnson County, Texas (the “Property”), in the location more particularly identified and shown on **Exhibit A**, which is attached to this Agreement and fully incorporated herein; and

WHEREAS, the Developer has used and desires to continue to use the City’s paved water tower driveway, and Developer desires to expand the driveway to provide increased access to the Developer and the general public; and

WHEREAS, the City will allow the Developer to use the Facilities for Developer’s overflow parking, and the Developer will allow the City to use certain portions of Developer’s parking lot for City events; and

WHEREAS, the Developer and the City recognize that the City has an interest in ensuring that the Facilities are properly constructed in accordance with the plans and specifications approved by the City, because the Facilities will become public property upon completion and acceptance by the City; and

WHEREAS, the City Council has approved the anticipated reimbursement costs for the Facilities in the amount of **\$20,341.00**, which is equal to five and eight tenths percent (5.8%) of the total estimated “Project” costs of **\$350,551.00**; and

WHEREAS, the City anticipates that the Facilities will expand the City’s access to the water tower site, relieve traffic congestion, and provide a public pedestrian path to access an additional handicap parking area, which will also serve Fire Station No. 16 and which benefits the City and the general public by giving the general public and disabled persons increased access to the City’s memorial garden; and

WHEREAS, this Agreement is authorized by Texas Local Gov’t Code Ch. 212, without complying with the competitive sealed bidding procedure of Texas Local Gov’t Code Ch. 252; and

WHEREAS, by entering into this Agreement the parties agree that the City is exercising its governmental functions relating to water and fire service in the interest of the general public, and the Developer is not providing a good or service to the City that is subject to Texas Local Government Code Ch. 271; and

WHEREAS, in the interest of the general public and for the public purposes described in this Agreement, the Developer desires to construct the Facilities and the City has appropriated and identified public funds for reimbursement of a certain portion of the Developer's costs,

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

Article I **Term**

1. **Term**. The term of this Agreement shall begin on the Effective Date and shall continue for twenty (20) years from the Effective date, unless sooner terminated as provided herein. This Agreement may be renewed or extended by mutual agreement of the Parties.

Article II **Obligations of the Developer**

1. The Developer will be responsible for paying all reasonable and necessary design, engineering, surveying, testing, and construction costs associated with the Facilities. The Developer shall submit monthly requests for payment to the City showing all actual direct costs attributable to the portion of work being completed. After inspection of the work, if the City determines that the Facilities are being built in accordance with the approved plans and specifications, the City shall make payment to the Developer within thirty (30) days after receipt of the request for payment. The scope of work and estimated cost of the work are shown on **Exhibit A**. The parties anticipate that the final cost of the work may exceed the estimated cost; however, the City's obligations shall not exceed the Authorized Reimbursement amount.

2. Within sixty (60) days after the Effective Date of this Agreement, the Developer shall deliver to the City for the City's review and written approval, the final approved construction documents (referred to herein as the "Final Construction Documents") for the Project.

3. The Developer will be responsible for execution of the Final Construction Documents, including, without limitation, the construction contract, contract administration and construction inspection, and shall ensure that the general contractor performing the work provides performance, payment, and maintenance bonds and the appropriate insurance as required by law and this Agreement prior to commencement of the work. The final completion of the Facilities shall occur not later than **December 31, 2025**.

4. The Developer shall employ the Developer's own engineer to prepare the plans and specifications for the Facilities, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. The Developer's engineer shall

be a civil engineer licensed to practice in Texas. All plans and specifications prepared by the Developer's engineer must be released for construction in writing by the City Engineer of the City before the construction contract for the Facilities is executed.

5. Before commencing construction on the Facilities, the Developer shall deliver to the City Engineer a signed copy of the Final Construction Documents between the Developer and its general contractor (the "Contractor"). The Developer shall pay the Contractor for construction of the Facilities in accordance with provisions of the Final Construction Documents. It is agreed that the City has an interest in the proper performance of the Final Construction Documents and may bring suit for failure to comply with the plans and specifications. The Developer and Contractor shall provide the City with access to the Project for the purpose of inspection of the installation of the Facilities.

6. The Contractor shall construct and install the Facilities in accordance with the plans and specifications prepared by the Developer's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City, as applicable. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of the Developer's engineer to provide the necessary details for construction acceptable to the City Engineer. The "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Agreement by reference and made a part hereof, and the Contractor may obtain a copy from the North Central Texas Council of Governments. The Contractor shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.

7. The Contractor shall meet the City's requirements for being licensed and bonded and shall have a financial statement, experience and equipment acceptable to the City.

8. Insurance. The Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this Agreement the insurance set forth below. The Contractor shall not commence work on the Community Facilities until the Contractor has obtained all the insurance required under this Agreement and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Agreement shall be written on an "occurrence" basis.

Compensation Insurance

Workers Compensation	Statutory Limit
Employers Liability	\$100,000 Each Occurrence
	\$500,000 Disease-Each Employee

Liability Insurance

Commercial General Liability (No standard coverages are to be excluded by endorsement)	\$500,000 Combined Single Limit
--	---------------------------------

Automobile Liability Insurance

Commercial Auto Liability Policy \$500,000 Combined Single Limit
(including coverage for owned,
hired and non-owned autos)

Umbrella Liability

(Following Form and Drop Down \$1,000,000 Each Occurrence
Provisions included)

It is agreed by all parties to this Agreement that the insurance required under this Agreement shall:

- i) Be written with the City of Burleson as an additional insured.
- ii) Provide for thirty (30) days written notice to the City of cancellation or material change in coverage.
- iii) Be written through companies duly authorized to write the particular class of insurance in the State of Texas.
- iv) Waive subrogation rights for loss or damage so that insureds have no right to recovery or subrogation against the City of Burleson, it being the intention of this Agreement that the required insurance policies shall protect all parties to this Agreement and be primary coverage for all losses covered by the policies.
- v) Provide a certificate of insurance evidencing the required coverages to:

City of Burleson
Public Works Department/Engineering/Development
141 W. Renfro Street
Burleson, Texas 76028

Upon completion of the Facilities and issuance of a “Letter of Acceptance” by the City, the Facilities shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind.

9. Compliance with Laws. The Developer shall ensure that contractors performing work on the Project shall comply with all local, state, and federal laws, rules, and regulations, including, but not limited to those regulations relating to drainage, flood control, runoff, erosion, pollution, hazardous materials, waste, sedimentation, and any other control and mitigation requirements related thereto.

10. Books and Records. The Developer shall ensure that contractors performing work on the Project shall make all books and records available for audit and inspection by the City in accordance with Texas Local Gov’t Code Sec. 212.074.

11. Performance, Payment, and Maintenance Bonds. Prior to the commencement of construction on the Project, the Developer, or its contractors, shall provide a performance bond, payment bond, and maintenance bond that meets the requirements of Chapter 2253 of the Texas Government Code, and names the City as additional obligee. Each bond shall be in the full 100% amount of the total Project costs (including change orders) to construct the work and shall be made in favor of the City ensuring completion of the work in accordance with the plans and specifications approved by the City Engineer. The performance bond, payment bond, and maintenance bond shall be executed by a corporate surety authorized to do business in Texas for the benefit of the City in accordance with Chapter 2253 of the Texas Government Code. The maintenance bond shall guarantee the maintenance of the Facilities in good condition for a period of two (2) years from and after the date that a “Letter of Acceptance” is issued by the City indicating that the Facilities have been completed by the Developer and accepted by the City. The Maintenance Bond shall be made in favor of the City and the Developer.

12. Release of Plans and Specifications. Release of the plans and specifications for construction by the City Engineer or other City employee(s) of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be an assumption of the responsibility and liability of the Developer for the competency of the Developer’s design and specifications for the Facilities, it being the intent of the parties that release of the plans and specifications by the City Engineer or other City employee(s) signifies the City’s acceptance of only the general design concept of the Facilities to be constructed.

13. Liens. The Developer shall not suffer or permit any mechanic’s, supplier’s, or materialmen’s liens, claims, judgments or indebtedness of any kind to be filed against the Facilities, and shall promptly obtain the release of any such claims at Developer’s sole cost.

14. After completion of the Facilities, Developer shall ensure that the Facilities are used in a clean and orderly manner substantially free of trash, debris, and damage to the Facilities by its visitors, patrons, agents, assigns, or members.

15. The Developer shall not disturb any improvements of the City, or interfere with the use, repair, maintenance, or replacement of such improvements, or obstruct the City’s access to Fire Station No. 16 or the water tower site.

16. City Event Overflow Parking. The Developer grants to the City, its successors and assigns, a non-exclusive, revocable license to use the parking area identified on **Exhibit C**, which is attached to this Agreement and incorporated herein, to be used by the City for the purposes of this Agreement, and for no other purpose; provided, however, the Developer shall not be responsible for any damage to the Developer’s parking area caused by the City or its invitees, agents, assigns, residents, or any City representatives. Prior to use of the Developer’s parking area identified on **Exhibit C**, the City shall request five (5) days written approval from the Developer, in the event that more than ten (10) parking spaces are needed at any given time, in order to avoid scheduling conflicts with the Developer’s meetings, events, or operations, and such written approval by the Developer authorizing the same shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, the Developer agrees that it shall not revoke the license granted to the City to use the parking area for five (5) years following the Effective Date.

17. INDEMNIFICATION.

THE DEVELOPER AND ITS CONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AND INVITEES (COLLECTIVELY THE “INDEMNIFYING PARTIES”), HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCILMEMBERS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS (INCLUDING INJURY TO PERSONS AND PROPERTY AND EVEN DEATH), JUDGMENTS, SUITS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY CONTRACTOR OR ANY THIRD-PARTY, TO THE EXTENT ARISING FROM, RELATED TO, OR PURSUANT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND THE USE OF THE CITY’S PROPERTY, REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD-PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY THE DEVELOPER OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE OF THE CITY INDEMNIFIED PARTIES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

Article III **Obligations of the City**

1. As a condition to design and construction of the Facilities by the Developer, which are further identified on the attached Exhibit A, the City has appropriated the not-to-exceed sum of Twenty Thousand, Three Hundred and Forty One Dollars (\$20,341.00) (the “Authorized Reimbursement”) necessary to reimburse the Developer for performance of the work and ensure completion of the Facilities.
2. The City grants to the Developer, its successors and assigns, a non-exclusive, revocable license to design, construct, and use the Facilities, in accordance with this Agreement, to be used by the Developer for the purposes of this Agreement, and for no other purpose.
3. The City agrees to allow the Developer to expand and use the water tower driveway and the Facilities free of charge for overflow passenger vehicle parking for Developer’s special events and services. The expanded water tower driveway and its use shall be limited to the area shown on Exhibit B, which is attached to this Agreement and fully incorporated herein.
4. Water Tower and Fire Station Access. The City’s paramount public purposes of providing water and fire services shall not be obstructed or limited in any manner. In the event of an emergency, the City may immediately remove or repair the Facilities, and block or limit access thereto, all without compensation or liability for damages to the Developer or any other person.
5. Maintenance. After acceptance of the Facilities, the City shall maintain the Facilities in accordance with the City’s ordinary practices and maintenance schedule for public facilities; provided, however, the City shall not have the responsibility to repair, replace, or reconstruct the

Facilities when damage is caused by the Developer or its invitees, agents, assigns, members, patrons, or other representatives. Except in the case of an emergency, the City will provide ten (10) days written notice to the Developer, prior to performing maintenance, repair, reconstruction, or replacement of the Facilities (collectively, the “Maintenance Work”). The costs of the Maintenance Work shall be shared equally between the Parties, and upon completion of the Maintenance Work the City shall provide a detailed invoice of the same showing Developer’s portion of the costs of the Maintenance Work, which shall be paid by the Developer no later than thirty (30) days from receipt of the invoice.

6. City’s Insurance. The City is a home rule municipality and shall keep and maintain insurance as required by Texas law.

Article IV
Termination

1. Termination. This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) by one-hundred and eighty (180) days written notice to any party for any reason or for no reason;
- (c) upon written notice by any party, if another party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof;
- (d) upon written notice by the City, if the Developer suffers an event of bankruptcy or insolvency and such filing is not dismissed or withdrawn within ninety (90) days after the filing thereof;
- (e) upon written notice by the City, if any taxes, fines, fees, assessments, judgments, or other impositions owed to City become delinquent and such delinquency has not been cured within ninety (90) days after written notice thereof; or
- (f) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

Article V
Notice

1. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier, email, or hand delivered:

If to City: City of Burleson
Public Works Department/Engineering/Development
141 W. Renfro Street
Burleson, Texas 76028

If to Developer: The Heights Church
1315 Grandview Hwy.,
Cleburne, Texas 76031
Attn: _____

Article VI
Miscellaneous

1. **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.
2. **Mutual Assistance.** The Parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
3. **Offset.** The City may offset any amounts due and payable under this Agreement against any delinquent debt (including taxes, fines, fees, assessments, judgments, or other impositions) lawfully due to the City, regardless of whether or not the delinquent debt due to the City has been reduced to judgment by a court.
4. **Venue.** The parties hereto agree that this Agreement is performable in the City of Burleson, Johnson County, Texas, if any legal action is necessary in connection with this Agreement, exclusive venue shall lie in Johnson County, Texas.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country.
6. **Texas Public Information Act.** All information, documents, and communications relating to this Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a ruling of court of competent jurisdiction relating to the Act.
7. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
8. **Independent Parties.** Each Party shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the other for any purpose

whatsoever, including, but not limited to, entitlement to employee benefits. The Parties hereby expressly waive any claim or entitlement to such benefits from the other Party. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Furthermore, the Parties hereto acknowledge and agree that the doctrine of respondeat superior shall not apply between them.

9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this Agreement shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

10. No Waiver. All rights, remedies, and privileges permitted or available to the parties under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of any rights, remedies, or privilege with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by a party in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by that party.

11. Successor and Assigns. This Agreement and the terms and conditions herein shall be binding upon and inure to the benefit of the parties, hereto, their respective successors and assigns. This Agreement may not be assigned or amended without the mutual written consent of the Developer and the City.

12. Counterparts. 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.

13. Gift to Public Servant. The City may terminate this Agreement immediately if the Developer has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

14. No Leasehold Interest. Developer acknowledges that this Agreement is not a lease, that there are no leased premises, and that this Agreement does not create a leasehold interest in any part of the Facilities. In the event that Developer shall hold over and continue its activities under this Agreement after the expiration or termination of this Agreement, such holding over shall not be construed to operate as a renewal or extension of this Agreement, or a tenancy at sufferance.

15. Legal Construction. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Agreement.

16. Governmental Functions. The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental function(s) and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, which cannot be waived, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. To the extent a court of competent jurisdiction determines this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL

GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including, but not limited to, all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

17. Waiver of Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, each party shall be solely responsible for payment of its attorneys (except as required pursuant to the indemnity obligations in this Agreement) and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.

18. Deed Records. This Agreement does not create or convey a real property interest and it shall not be filed or recorded in the official public deed records of Johnson County, Texas, but shall be kept on file in the Office of the City Secretary of the City.

19. Additional Verifications. To the extent required by Texas law, the Developer verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) it does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; and (3) it does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of this Agreement; (4) it does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) it is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

20. Ethics Disclosure. To the extent required by law, the Developer represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295.

21. No Third Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the Parties hereto any rights, benefits, or remedies under or because of this Agreement.

22. Authority. By signing below, the Developer and the City each indicate their agreement to the terms of this Agreement and represent and warrant the authority of the person signing to bind such entity.

23. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

This Agreement is executed on behalf of the Developer shown below, and on behalf of the City by its City Manager, effective on the last date shown below (the "Effective Date").

CITY OF BURLESON, A TEXAS HOME-RULE MUNICIPALITY

By: _____
Tommy Ludwig, City Manager

Date: _____

ATTEST:

By: _____
Amanda Campos, City Secretary

APPROVED TO FORM AND LEGALITY:

By: _____
Allen Taylor, City Attorney

EASTERN HEIGHTS CHURCH DBA THE HEIGHTS CHURCH, A TEXAS NON-PROFIT CORPORATION ("DEVELOPER")

By: _____
Kody Hughes, Trustee

Date: _____

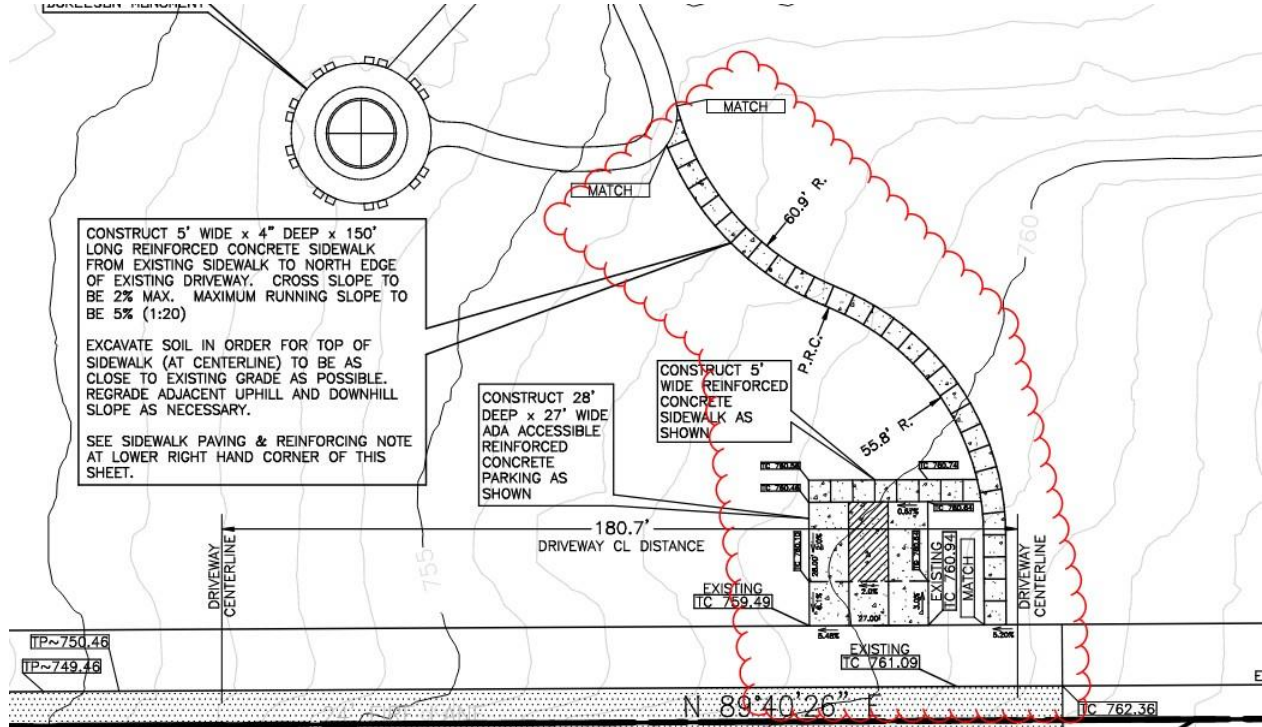
ATTEST:

By: _____
Ronnie Chaney, Trustee

Date: _____

EXHIBIT A

1. Pedestrian Sidewalk and Handicap Parking Stalls

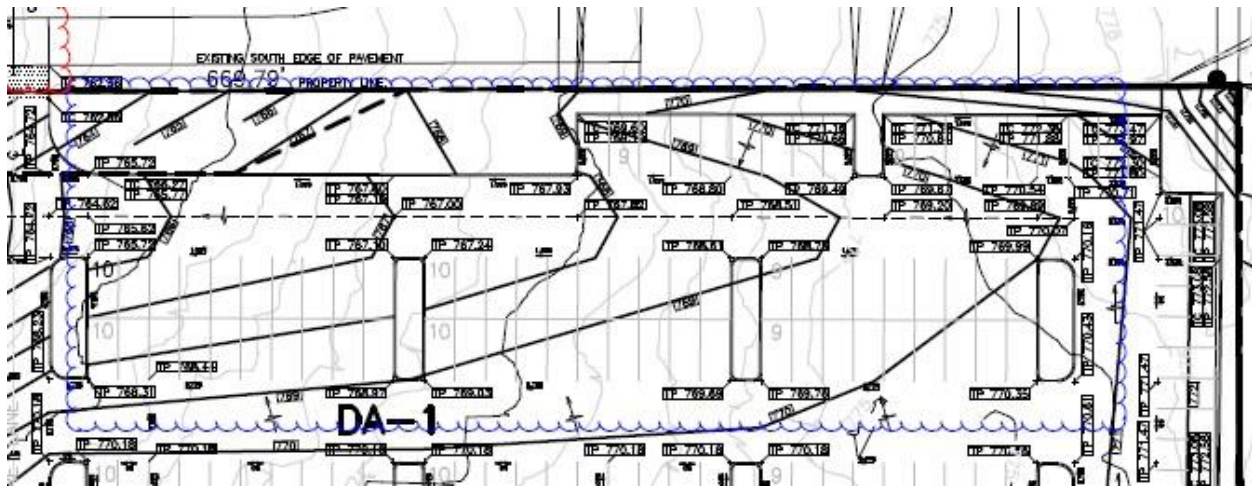


2. Scope of Work and Estimated Cost of Work

Approximately 910 square feet of five-foot wide concrete sidewalk and two handicap/disabled parking stalls.

	City of Burleson	The Heights Church	
Pedestrian sidewalk and handicap parking stalls	\$ 20,341.00	\$ -	
CFC Utilities	\$ -	\$ 330,210.00	
Sub - Total	\$ 20,341.00	\$ 330,210.00	Project Total
Project Total and Percent	5.8%	94.2%	\$ 350,551.00

EXHIBIT C



Area of Authorized Use for City Fire Station Events and Meeting

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1258206

Date Filed:
01/16/2025

Date Acknowledged:

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

Eastern Heights Church
Cleburne, TX United States

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

City of Burleson TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

EIN # 75-1789520
Concrete paving and sidewalk work.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hughes, Kody	Cleburne, TX United States	X	
	Stephen, McCoy	Cleburne, TX United States	X	
	Newsome, Dwight	Cleburne, TX United States		X
	Steve, Shaffer	Cleburne, TX United States	X	
	Sam, Kelton	Cleburne, TX United States	X	
	Ronnie, Chaney	Cleburne, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Peter Cooper, and my date of birth is 01/21/1973.

My address is 1025 Tara Dr, Burleson, TX, 76028.
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 16 day of Jan, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: February 17, 2025

SUBJECT:

Consider the use of eminent domain to condemn property and consider Resolution No. CSO#5740-02-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of a 12-inch water line as part of the Willow Creek 12-Inch Water Line Project. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The city is currently designing a public utility improvement that will provide increased fire flow and redundancy. The city identified 2 parcels that would need easements from. The city has acquired property from one of the two parcels. The remaining parcel necessary for the utility project is 3,961 square feet. The city has attempted to acquire the necessary property, but the attempts have not been successful.

If Council authorizes this resolution, staff will begin the process of acquiring the property via the city's power of eminent domain.

RECOMMENDATION:

Staff recommendation authorizing the use of eminent domain and approving the resolution.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A
Account Number(s): N/A
Fund: N/A
Account Description: N/A

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837



Resolution for Eminent Domain

Presented to the City Council on
January 21, 2024

12" Willow Creek Water Line Extension



- Construction of a 12" water line to increase fire flow protection and provide redundancy.
- Creates a complete loop which provides superior water quality and limits opportunities for loss of service

Water Line Extension



- Staff consulted with a third party to conduct ROW acquisition for this project
- The legal description and appraisal have since been acquired
- Two letters with the bona fide final offer will be provided according to state law
- The resolution before you for consideration authorizes the filing of eminent domain proceedings one state law requirements are met

Next Steps

- Provide Initial Offer
- Provide Bonafide Final Offer
- Begin Eminent Domain Process
- Estimated timeline is 4-6 months



Water Line Extension



- Action Requested:

Approve or deny the use of eminent domain to condemn property and approve or deny Resolution No. CSO#5740-02-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary easements for construction and maintenance of public utility improvements to serve existing and new development in the City.

- Staff recommends approval

RESOLUTION NO. CSO#5740-02-2025

A RESOLUTION OF THE CITY OF BURLESON, TEXAS AUTHORIZING THE COMMENCEMENT OF NEGOTIATIONS AND, IF NECESSARY, THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR USE BY THE CITY FOR THE CONSTRUCTION AND MAINTENANCE OF A WATER LINE AS PART OF THE WILLOW CREEK 12-INCH WATER LINE PROJECT TO SERVE EXISTING AND NEW DEVELOPMENT IN THE CITY AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW.

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

WHEREAS, the City is in the process of constructing and maintaining a 12-inch water line as part of the Willow Creek 12-Inch Water Line Project (the “Project”) to serve existing and new development in the City; and

WHEREAS, in order to complete construction of the Project, it is necessary for the City to acquire certain easements from the property owners who own land across which the Project will be located; and

WHEREAS, the City and the owner of the following property have been unable to reach an agreement on the acquisition of the following needed easement:

a 0.091 acre (3,961 square feet) permanent water line easement (**Exhibit A**) on property located at 391 Clubhouse Drive, Joshua, Texas; and

WHEREAS, the City Council finds and determines that the acquisition of the above easement for the Project is necessary and constitutes a public use for a public purpose; and

WHEREAS, the City Council now deems it necessary to authorize the law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. (the “City Attorney”) to initiate condemnation proceedings in order to acquire the necessary easement.

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

SECTION 1.

The City Council of the City hereby finds and determines that the recitals made in the preamble of this Resolution are true and correct, and incorporates such recitals herein.

SECTION 2.

The City Council hereby finds and determines that a public necessity exists for the Project and that the acquisition of the above-referenced easement, which is more fully described in Exhibit A, (the “Easement”) which exhibit is incorporated into this Resolution for all purposes, is necessary for the Project.

SECTION 3.

The City Attorney is hereby authorized and directed to bring condemnation proceedings against the Owner, and any and all other parties having an interest in the underlying properties, for the purpose of acquiring the Easements through the exercise of the City’s power of eminent domain, given that that the following conditions have already been met:

- (a) The City will obtain ownership information and a legal description for each parcel to be acquired;
- (b) If the Owner and/or other parties are located through the exercise of due diligence, the City Manager, or his designated representative, will:
 - (1) Make an initial offer to the Owner and/or other parties for the purchase of the above referenced easements;
 - (2) Make a final offer to the Owner and/or other parties for the purchase of the above referenced easements;
 - (3) When the final offer to purchase is made, the City Manager or his representative will disclose to the Owner, and/or other parties, all existing appraisal reports or value studies produced or acquired by the City relating to the Owner’s or parties’ property and used by the City in determining the amount of the final offer; and
 - (4) If the Owner and/or other parties fail or refuse to accept the City’s final offer, the City Manager may direct the City Attorney to file eminent domain proceedings.
- (c) When the Owner and/or any other parties cannot be located through the exercise of due diligence, the City Attorney may skip the actions described in paragraph (b) and may file eminent domain proceedings against such Owner and/or other parties, and shall cite such Owner and/or other parties, who cannot be located, by publication in the manner authorized by law.
- (d) The City Council hereby authorizes the City Manager to make initial and final offers to the Owner of such property in such amount as the City Manager determines to be just compensation for conveyance to the City of Burleson of the

above referenced easements, based upon appraisals or valuation information available to the City Manager.

SECTION 4.

Should the Owner and/or other parties not be able to be located through the exercise of due diligence, the City Attorney may skip the actions described in paragraph (b) and may file eminent domain proceedings against such Owner and/or other parties and shall cite such Owners and/or other parties, who cannot be located, by publication in the manner authorized by law.

SECTION 5.

The City Council hereby finds and determines that the Easement is needed so that the City can construct and maintain the Project, which is a public purpose and is necessary to serve the public health, safety, and welfare.

SECTION 6.

This Resolution shall become effective immediately upon its passage, and it is so Resolved.

ADOPTED this ____ day of _____, 2025.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: February 17, 2025

SUBJECT:

Consider the use of eminent domain to condemn property and consider Resolution No. CSO # 5739-02-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of roadway and public utility improvements as part of the Alsbury Phase II Project (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The city has designed and is currently construction portions of Alsbury Blvd which includes the extension of Alsbury to CR 1020. The connection from Hulen to CR 1020 is at 100% design and ready for construction. The city identified 9 parcels that would need to be purchased outright, or easement and right-of-way would be required. The city has acquired property from seven of the nine parcels. The remaining parcel necessary for the road and utility project is 44,165 square feet. The city has attempted to acquire the necessary property, but the attempts have not been successful.

If Council authorizes this resolution, staff will begin the process of acquiring the property via the city's power of eminent domain.

RECOMMENDATION:

Staff recommendation authorizing the use of eminent domain and approving the resolution.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A
Account Number(s): N/A

Fund: N/A
Account Description: N/A

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

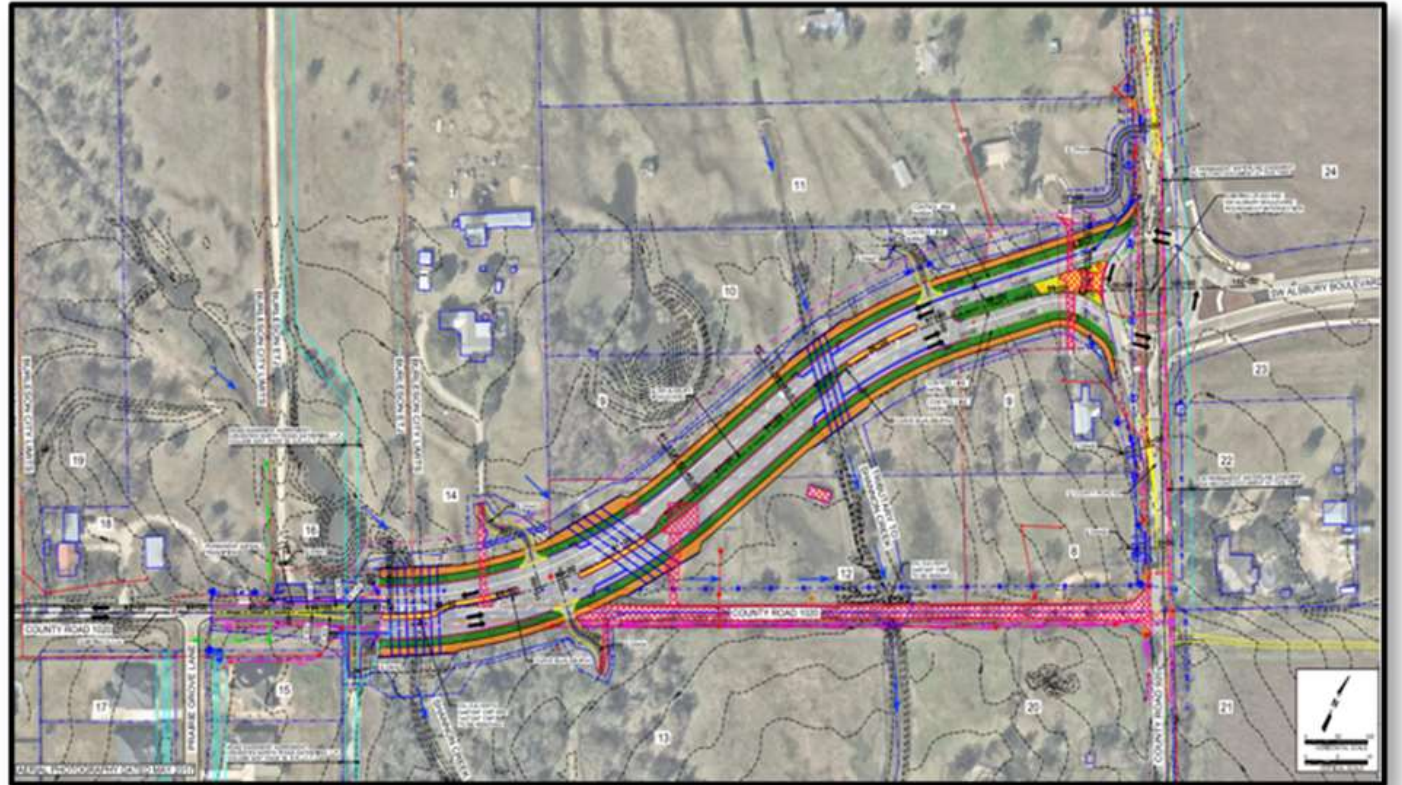


Resolution for Eminent Domain

Presented to the City Council on
January 21, 2024

Alsbury Blvd Extension

- Construction of the extension of Alsbury Blvd from Hulen Street to CR 1020
- The extension of Alsbury will help mitigate traffic on the west side of town and better connect Alsbury Blvd and Chisholm Trail Pkwy
- Utility improvements will accompany the road to serve surrounding area.



Alsbury Blvd Extension

- Portions of 9 different parcels of land along CR 1020 are needed to expand the road and extend utility services
- The City has reached an agreement with 7 of the 9 property owners to acquire portions of their respective tracts along CR 1020
- Two of remaining parcels are located at 11005 CR 1020
- The City needs approximately 44,165 square feet from 11005 CR 1020 along CR 1020 for the road and utility improvements



Alsbury Blvd Extension

- The consultant reached out multiple times in an effort to acquire the necessary acquired, but the counteroffers were significantly higher than appraised value
- This ROW is required to complete the roadway project. All adjacent properties have already been acquired, and design of the roadway is complete
- If property is not acquired, there would be significant costs associated with roadway, drainage, water, and sewer design, construction implications, and additional ROW expenses



Alsbury Blvd Extension

- Staff consulted with a third party to conduct ROW acquisition for this project.
- The legal description and appraisal have since been acquired
- Two letters with the bona fide final offer will be provided according to state law
- The resolution before you for consideration authorizes the filing of eminent domain proceedings once the bona fide offer is provided.



Next Steps

- Provide an initial offer
- Provide a Bonafide final offer
- Begin Eminent Domain proceedings
- Estimated timeline is 4-6 months



Alsbury Blvd Extension

- Action Requested:
Approve or deny the use of eminent domain to condemn property and approve or deny Resolution No. CSO#CSO#5739-02-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of roadway and public utility improvements along CR 1020 to serve existing and new development in the City.
- Staff recommends approval



RESOLUTION NO. CSO#5739-02-2025

A RESOLUTION OF THE CITY OF BURLESON, TEXAS AUTHORIZING THE COMMENCEMENT OF NEGOTIATIONS AND, IF NECESSARY, THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR USE BY THE CITY FOR THE CONSTRUCTION AND MAINTENANCE OF ROADWAY AND PUBLIC UTILITY IMPROVEMENTS AS PART OF THE ALSBURY PHASE II PROJECT TO SERVE EXISTING AND NEW DEVELOPMENT IN THE CITY AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW.

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

WHEREAS, the City is in the process of constructing roadway and public utility improvements as part of the Alsbury Phase II Project (the “Project”) to serve existing and new development in the City; and

WHEREAS, in order to complete construction of the Project, it is necessary for the City to acquire certain land and easements from the property owners who own land across which the Project will be located; and

WHEREAS, the City and the owner of the following properties have been unable to reach an agreement on the acquisition of the following needed land and easements:

- a 0.731 acre (31,834 square feet) tract of land (**Exhibit A**) on property described in Volume 3377, Page 84 and Volume 2085, Page 897, Deed Records of Johnson County, Texas;
- a 0.151 acre (6,592 square feet) permanent drainage easement (**Exhibit B**) on property described in Volume 3377, Page 84 and Volume 2085, Page 897, Deed Records of Johnson County, Texas;
- a 0.132 acre (5,739 square feet) temporary construction easement (**Exhibit C**) on property described in Volume 2085, Page 897, Deed Records of Johnson County, Texas; and

WHEREAS, the City Council finds and determines that the acquisition of the above land and easements for the Project are necessary and constitutes a public use for a public purpose; and

WHEREAS, the City Council now deems it necessary to authorize the law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. (the “City Attorney”) to initiate condemnation proceedings in order to acquire the necessary land and easements.

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

SECTION 1.

The City Council of the City hereby finds and determines that the recitals made in the preamble of this Resolution are true and correct, and incorporates such recitals herein.

SECTION 2.

The City Council hereby finds and determines that a public necessity exists for the Project and that the acquisition of the above referenced land and easements, which is more fully described in **Exhibits A, B, and C** (the “Land and Easements”), which exhibits are incorporated into this Resolution for all purposes, is necessary for the Project.

SECTION 3.

The City Attorney is hereby authorized and directed to bring condemnation proceedings against the Owner, and any and all other parties having an interest in the underlying properties, for the purpose of acquiring the Land and Easements through the exercise of the City’s power of eminent domain, given that that the following conditions have already been met:

- (a) The City will obtain ownership information and a legal description for each parcel to be acquired;
- (b) If the Owner and/or other parties are located through the exercise of due diligence, the City Manager, or his designated representative, will:
 - (1) Make an initial offer to the Owner and/or other parties for the purchase of the above referenced easements;
 - (2) Make a final offer to the Owner and/or other parties for the purchase of the above referenced easements;
 - (3) When the final offer to purchase is made, the City Manager or his representative will disclose to the Owner and/or other parties, all existing appraisal reports or value studies produced or acquired by the City relating to the Owner’s or parties’ property and used by the City in determining the amount of the final offer; and
 - (4) If the Owner and/or other parties fail or refuse to accept the City’s final offer, the City Manager may direct the City Attorney to file eminent domain proceedings.
- (c) When the Owner and/or any other parties cannot be located through the exercise of due diligence, the City Attorney may skip the actions described in paragraph (b) and may file eminent domain proceedings against such Owner and/or other parties,

and shall cite such Owner and/or other parties, who cannot be located, by publication in the manner authorized by law.

- (d) The City Council hereby authorizes the City Manager to make initial and final offers to the Owner of such property in such amount as the City Manager determines to be just compensation for conveyance to the City of Burleson of the above referenced easements, based upon appraisals or valuation information available to the City Manager.

SECTION 4.

Should the Owner and/or other parties not be able to be located through the exercise of due diligence, the City Attorney may skip the actions described in paragraph (b) and may file eminent domain proceedings against such Owner and/or other parties and shall cite such Owners and/or other parties, who cannot be located, by publication in the manner authorized by law.

SECTION 5.

The City Council hereby finds and determines that the Land and Easements are needed so that the City of Burleson can construct and maintain the Project, which is a public purpose and is necessary to serve the public health, safety and welfare.

SECTION 6.

This Resolution shall become effective immediately upon its passage, and it is so Resolved.

ADOPTED this ____ day of _____, 2025.

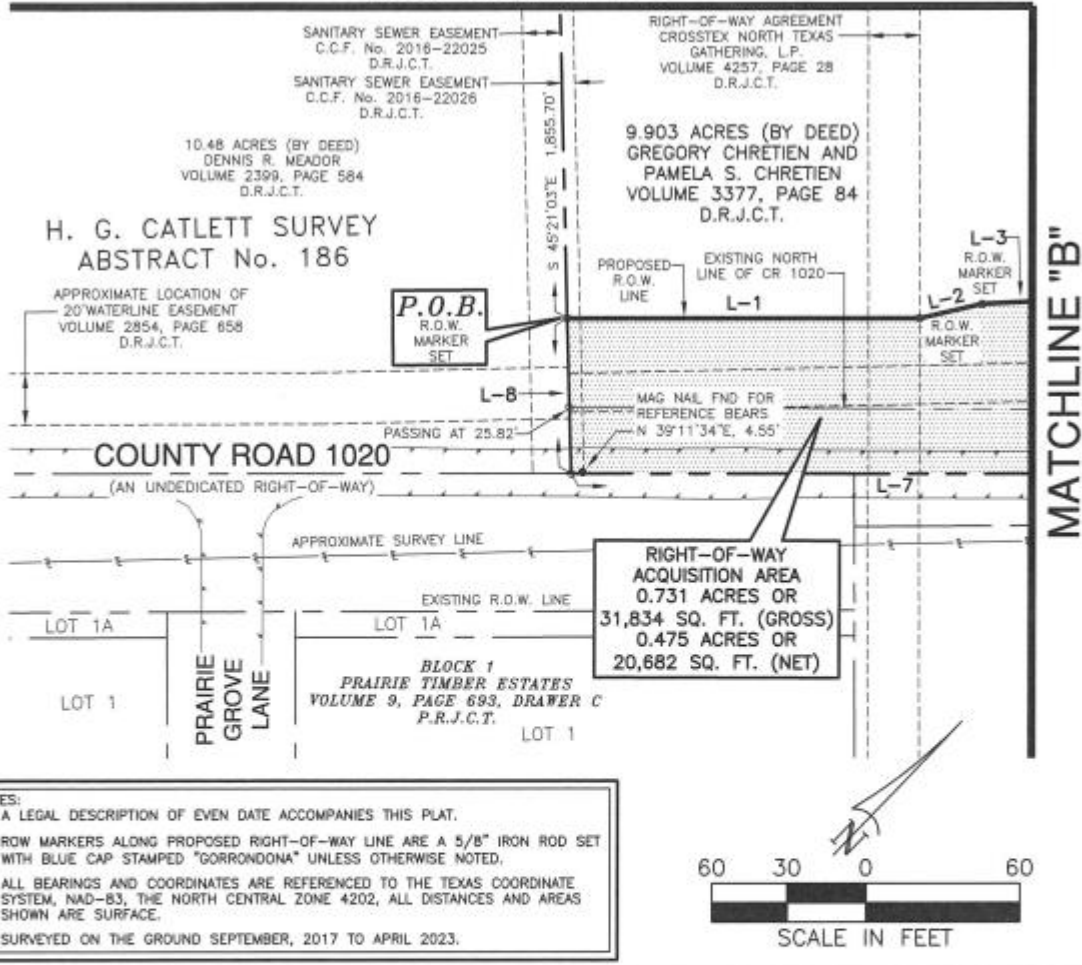
Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

EXHIBIT A

MATCHLINE "A"



- NOTES:**
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
 3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.
 4. SURVEYED ON THE GROUND SEPTEMBER, 2017 TO APRIL 2023.

THE CITY OF
BURLESON
TEXAS

City of Burleson

141 W. RENFRO STREET • BURLESON, TEXAS 78028

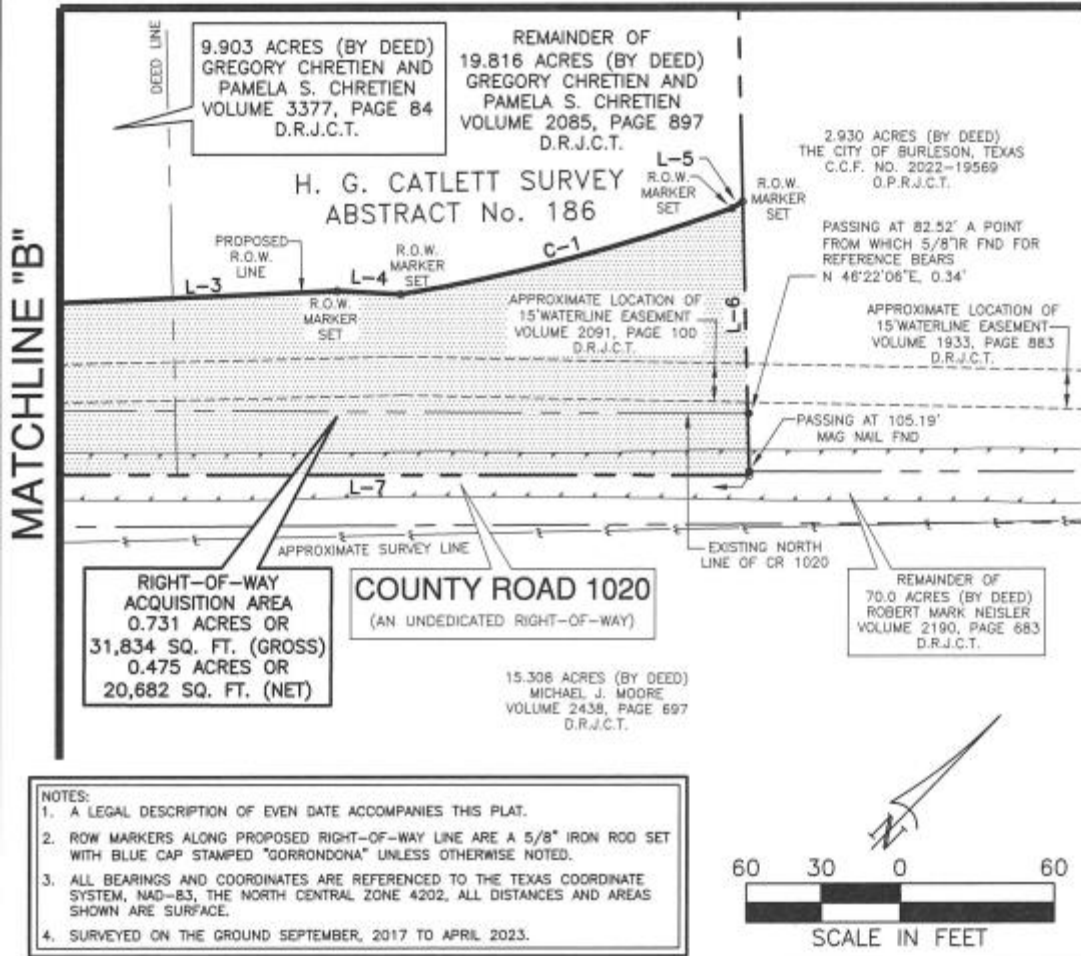
ALSBUARY ROAD PH. 2
HULEN TO CR 1020 (BRIDGE)

PARCEL NO. 14 ROW	CITY PROJ. NO. ST2202
RIGHT-OF-WAY ACQUISITION	
OWNER: GREGORY CHRETIEN AND PAMELA S. CHRETIEN	
SURVEY: H. G. CATLETT SURVEY, ABSTRACT NO. 186	
LOCATION: CITY OF BURLESON, JOHNSON COUNTY, TEXAS	
ACQUISITION AREA: 0.731 ACRES OR 31,834 SQUARE FEET (GROSS)	
WHOLE PROPERTY ACREAGE: 19.802 ACRES (CALCULATED)	
JOB No. FN_1504.00	DRAWN BY: RCS
DATE: AUGUST 4, 2023	EXHIBIT B PAGE 2 OF 4
CAD FILE: 14 ROW.DWG	
SCALE: 1" = 60'	

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494 TEXAS FIRM NO. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 680 FORT WORTH, TX, 76137 • 817-496-1424 FAX 817-496-1788

PARCEL No. 14 ROW
MATCHLINE "A"



THE CITY OF
BURLESON
TEXAS

City of Burleson

141 W. RENFRO STREET • BURLESON, TEXAS 76028

**ALSBURY ROAD PH. 2
HULEN TO CR 1020 (BRIDGE)**

PARCEL NO. 14 ROW	CITY PROJ. NO. ST2202
RIGHT-OF-WAY ACQUISITION	
OWNER: GREGORY CHRETIEN AND PAMELA S. CHRETIEN	
SURVEY: H. G. CATLETT SURVEY, ABSTRACT NO. 186	
LOCATION: CITY OF BURLESON, JOHNSON COUNTY, TEXAS	
ACQUISITION AREA: 0.731 ACRES OR 31,834 SQUARE FEET (GROSS)	
WHOLE PROPERTY ACREAGE: 19.802 ACRES (CALCULATED)	
JOB No. FNI_1504.00	DRAWN BY: RCS
DATE: AUGUST 4, 2023	EXHIBIT B PAGE 3 OF 4
CAD FILE: 14_ROW.DWG	SCALE: 1" = 60'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494 TEXAS FIRM No. 10106900

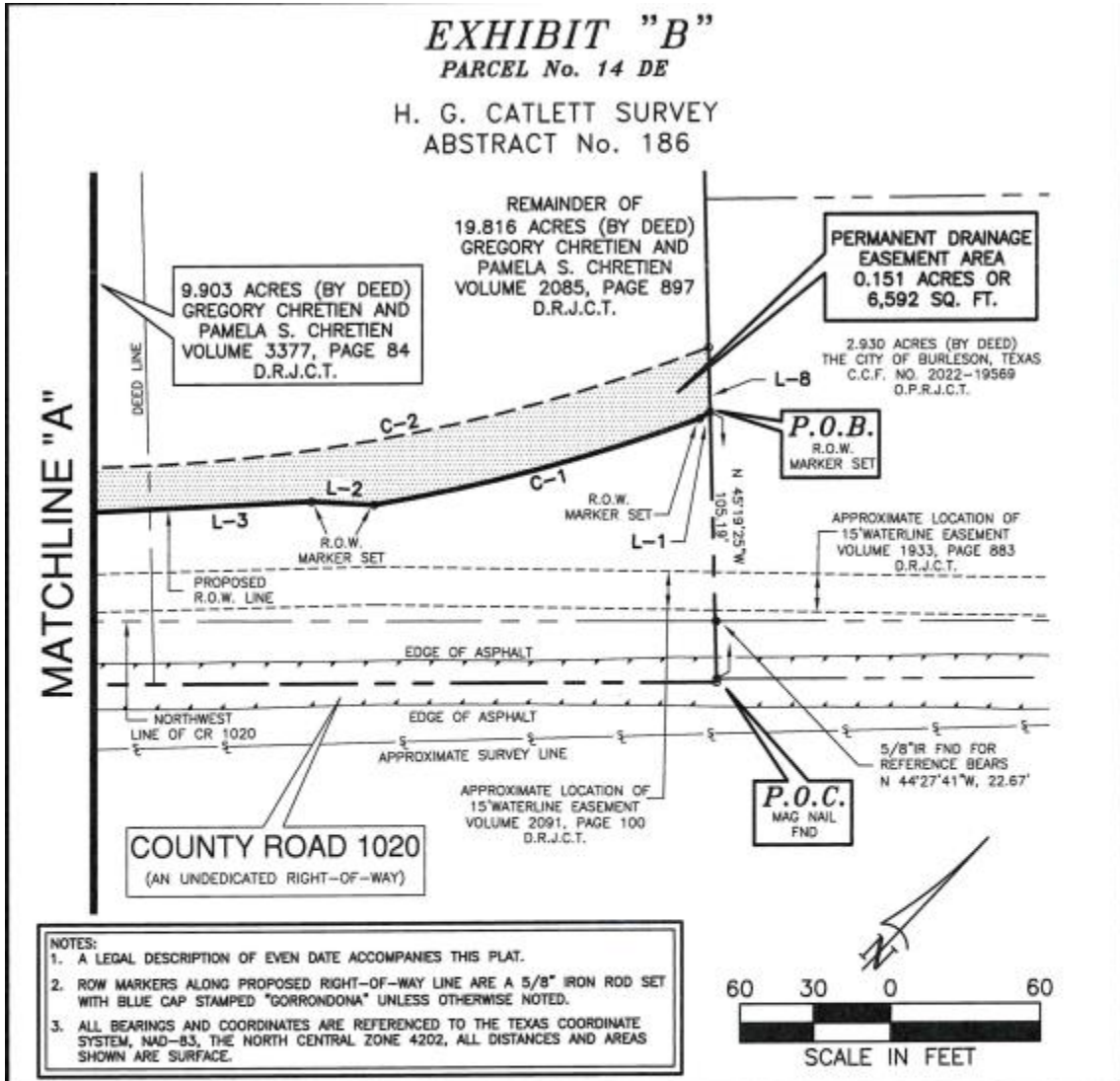
GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

EXHIBIT B

EXHIBIT "B"

PARCEL No. 14 DE

H. G. CATLETT SURVEY
ABSTRACT No. 186



City of Burleson

141 W. RENFRO STREET • BURLESON, TEXAS 76028

ALSBUARY ROAD PH. 2
HULEN TO CR 1020 (BRIDGE)

PARCEL NO. 14 DE	CITY PROJ. NO. ST2202
PERMANENT DRAINAGE EASEMENT	
OWNER: GREGORY CHRETIEN AND PAMELA S. CHRETIEN	
SURVEY: H. G. CATLETT SURVEY, ABSTRACT NO. 186	
LOCATION: CITY OF BURLESON, JOHNSON COUNTY, TEXAS	
ACQUISITION AREA: 0.151 ACRES OR 6,592 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 19.80 ACRES (CALCULATED)	
JOB No. FNI_1504.00	CAD FILE: 14_DE_REV1.DWG
DATE: FEBRUARY 6, 2024	SCALE: 1" = 60'
DRAWN BY: JM	EXHIBIT B PAGE 1 OF 4

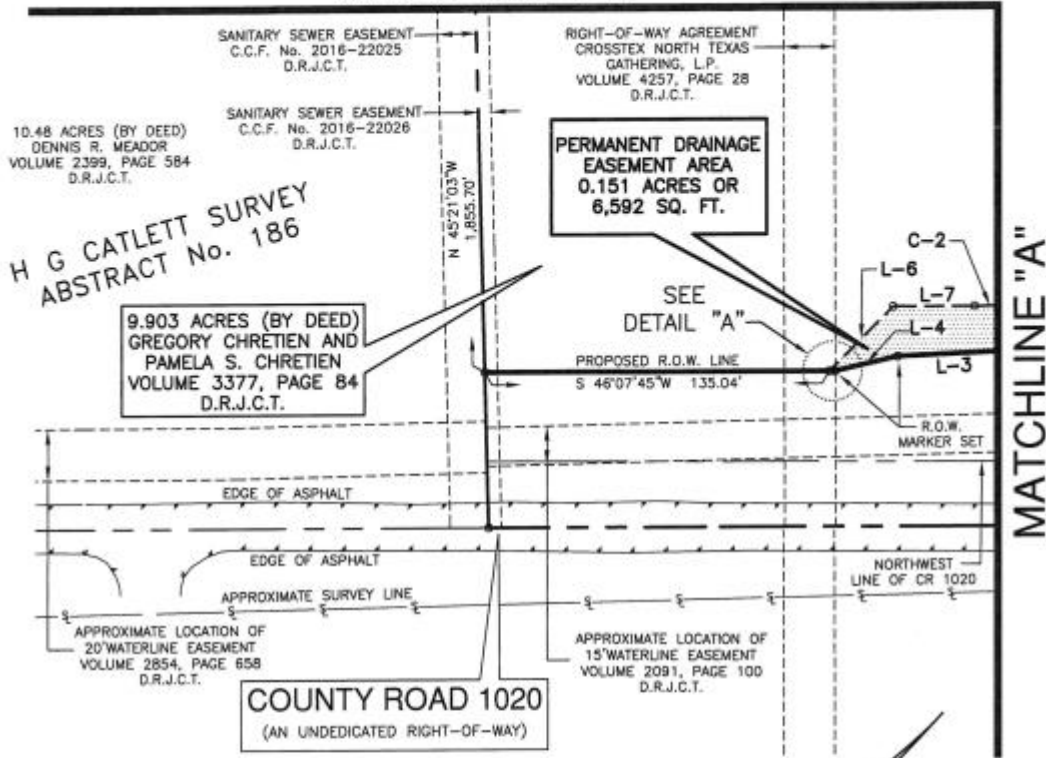


CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494 TEXAS FIRM No. 10106900

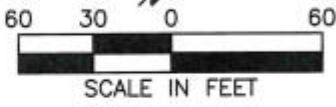
GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 680 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"
PARCEL No. 14 DE

MATCHLINE "B"



- NOTES:**
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
 3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.



City of Burleson

141 W. RENFRO STREET • BURLESON, TEXAS 76028

ALSBUARY ROAD PH. 2
HULEN TO CR 1020 (BRIDGE)

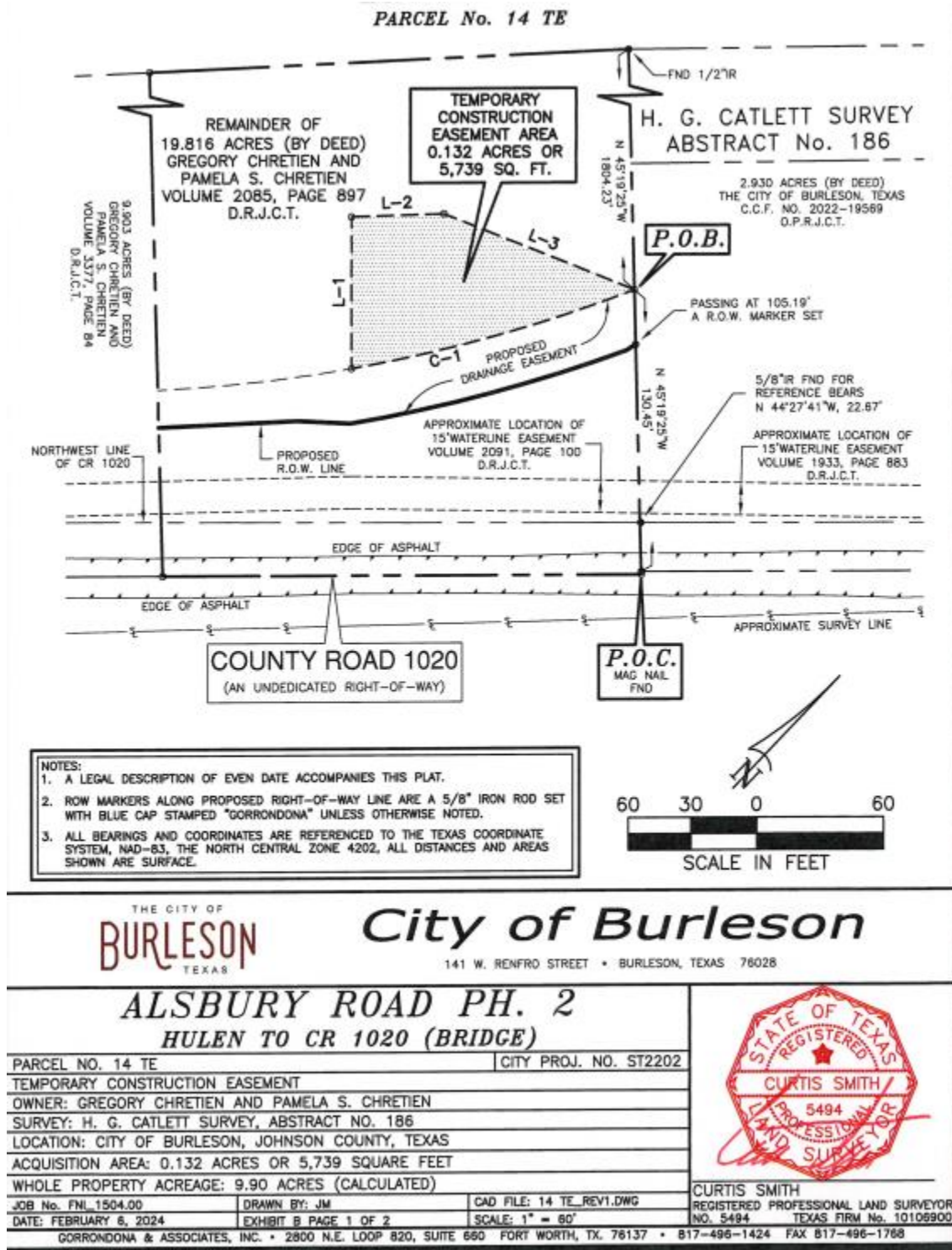
PARCEL NO. 14 DE	CITY PROJ. NO. ST2202
PERMANENT DRAINAGE EASEMENT	
OWNER: GREGORY CHRETIEN AND PAMELA S. CHRETIEN	
SURVEY: H. G. CATLETT SURVEY, ABSTRACT NO. 186	
LOCATION: CITY OF BURLESON, JOHNSON COUNTY, TEXAS	
ACQUISITION AREA: 0.151 ACRES OR 6,592 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 19.80 ACRES (CALCULATED)	
JOB No. FNI_1504.00	DRAWN BY: JM
DATE: FEBRUARY 6, 2024	EXHIBIT B PAGE 2 OF 4
CAD FILE: 14_DE_REV1.DWG	
SCALE: 1" = 60'	



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 680 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

EXHIBIT C



City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony D. McIlwain, Development Services Director
MEETING: February 17, 2025

SUBJECT:

Receive a report, hold a discussion and provide staff direction regarding proposed amendments to the Public Improvement District (PID) policy.

SUMMARY:

On May 6th, 2024, City Council directed the City Manager to review the city's existing PID policy with the Policy and Valuation Committee. Staff discussed the PID policy with the Council Policy and Valuation Committee on August 21, 2024, and January 22, 2025. The Committee directed staff to move the proposed revisions to Council for further discussion and consideration.

Some of the substantive changes to the policy include:

- The draft revisions to the PID policy include the removal of the "Types of PIDs" section detailing Capital PIDs and Operation and Maintenance (O&M) PIDs. Staff is of the determination that this is overly restrictive for a developer.
- Staff has revised the initial deposit of the "Professional Services Reimbursement Agreement" to reflect an initial amount of \$7,500, with additional \$10,000 increments when deposit balance reaches \$2,500.
- The "PID Petition" and "Service and Assessment Plans" sections have been removed. These sections simply referenced state law.
- Staff has removed the tax cap, to allow Council more discretion when evaluating PID petitions.

RECOMMENDATION:

Staff recommends that the Council discuss the proposed amendments and provide further direction.

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

May 6, 2024: Staff provided City Council a presentation on Public Improvement Districts (PID) and the city's current PID policy.

August 21, 2024: The Council Policy and Valuation Committee directed staff to prepare draft policies for further discussion.

January 22, 2025: The Council Policy and Valuation Committee directed staff to present the proposed amendments to the PID policy to the City Council for further discussion and consideration.

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a
Account Number(s):
Fund:
Account Description:

STAFF CONTACT:

Tony D. McIlwain
Development Services Director
tmcilwain@burllesontx.com
817-426-9684Name



Proposed Revisions to the Public Improvement District (PID) Policy

CITY COUNCIL: FEBRUARY 17, 2025

Purpose

- The purpose of this presentation is to review and discuss staff's proposed revisions to the current PID policy.
- A PID can be used for a variety of public community improvements, including parks, fountains, landscaping, infrastructure and other non-utility enhancements.
- The City's current PID Policy has a tax cap and includes two types of PIDs: Capital and Operations and Maintenance.

Background

- On May 6th, 2024, City Council directed the City Manager to review the city's existing PID policy with the Policy and Valuation Committee.
- Staff discussed the PID policy with the Council Policy and Valuation Committee on August 21, 2024, and January 22, 2025.
- The Committee directed staff to move the proposed revisions to Council for further discussion and consideration.

Proposed Revisions to PID Policy

- Substantive Changes:
 - i. The draft revisions to the PID policy include the removal of the “**Types of PIDs**” section detailing Capital PIDs and Operation and Maintenance (O&M) PIDs. Staff is of the determination that this is overly restrictive for a developer.
 - ii. Staff has revised the initial deposit of the “**Professional Services Reimbursement Agreement**” to reflect an initial amount of \$7,500, with additional \$10,000 increments when deposit balance reaches \$2,500.
 - iii. The “**PID Petition**” and “**Service and Assessment Plans**” sections have been removed. These sections simply referenced state law.
 - iv. Staff has removed the tax cap, to allow Council more discretion when evaluating PID petitions.

Questions/ Comments

STAFF CONTACT:

TONY D. MCILWAIN, AICP, CFM

DEVELOPMENT SERVICES DIRECTOR

TMCILWAIN@BURLESONTX.COM

817-426-9684

CITY OF BURLESON

PUBLIC IMPROVEMENT DISTRICT POLICY

OVERVIEW

Pursuant to the Texas Local Government Code Chapter 372 (the “PID Act”), Public Improvement Districts (“PIDs”) provide the City of Burleson (the “City”) an economic development tool that permits the financing of qualified public improvement costs that confer a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction (ETJ). A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District that receive special benefits from the capital improvements or services. A PID may only be used to pay for qualified public improvements under the PID Act.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized per the PID Act and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive a special benefit, enhanced services and/or improvements within the PID.

PURPOSE AND INTENT

The purpose and intent of this Policy is to provide the policy guidelines parameters for establishment and use of PIDs within the City or its ETJ ~~and to outline the issues to be addressed before the City Council can support the establishment of a PID.~~ The City Council supports the use of PIDs to create sustainable developments with a higher level of public amenities and improvements ~~(and maintenance of those improvements)~~ than exists in a development that meets the City’s minimum standards. ~~PIDs are a viable alternative for enhanced public open space and maintenance of enhanced public parks and trails.~~ Within the City, PIDs should be self-supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities. This Policy is intended to provide guidance to developers and City Staff in the creation of a PID and outline pertinent matters including but not limited to petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans of services, budgets and assessments. The City Council, upon City Staff recommendation, shall have the authority to establish PIDs that vary from this policy as long as they are in accordance with State law.

PID OBJECTIVES

The Texas Local Government Code allows for PID funds to be used, among others, in the construction of roadways, water, wastewater, drainage, landscaping, parks, and expenses incurred in the establishment, administration and operation of the PID. Generally, PID amenities are public in nature, however PIDs can potentially be used to offset the cost of public infrastructure if it results in development that meets one of more of the component below~~consideration may be granted for projects that:~~

1. Meet or preferably enhance the City’s master plan, thoroughfare plan, water and wastewater plans;
2. Advance the City’s trail and park plans;

3. ~~Exceed Meet~~ the City's requirements for design, building standards, amenities and landscaping;
4. ~~Are May be~~ of mixed residential and commercial use;
5. Accomplish a particular housing objective or goal established by City Council;
6. Are master-planned residential communities;
7. Are within the ETJ that meet the above qualifications provided the property owners agree to submit a petition for voluntary annexation into the City, if the City desires such annexation; or
8. ~~Require public participation to materialize.~~

The City Council, upon City Staff recommendation, shall have the authority to consider other projects that may be different from those listed above in accordance with the applicable State law.

TYPES OF PIDS:

1. ~~Capital PIDs are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:~~
 - ~~Reimbursement PID: The developer pays for the infrastructure up front and is reimbursed from assessments collected over time.~~
 - ~~Bonded PID: The City issues special revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually.~~

~~Capital PIDs have a termination date of either the maturity of the bonds for Bonded PID, or full repayment of the developer for Reimbursement PID.~~

~~The principal amount for a Capital PID may be paid in full or in part by the property owner at any time without any prepayment penalty.~~

2. ~~Operation and Maintenance PIDs (O&M PIDs) are used to fund ongoing enhanced operation and maintenance for public improvements such as parks, public open space, trails and other public improvements:~~
 - ~~There may be no termination date with an O&M PID until City Council decides otherwise.~~
 - ~~The assessment is determined annually based on a budget to maintain and operate the PID.~~
 - ~~Payment of the assessment is on an annual basis, and no pre-payment can occur since there is no principal amount.~~
 - ~~The City may create advisory boards for Maintenance PIDs.~~

~~Projects may include both Capital PIDs and Maintenance PIDs.~~

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer's actual, documented costs above and beyond the costs for standard infrastructure required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.

2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.
3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.
4. Priority will be given to PID improvements:
 - a. In support of development that will generate greater economic development benefits to the City beyond the project;
 - b. That provide enhanced aesthetic features (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and,
 - c. That provide enhanced amenities for the public and/or residents of the development meet specific community needs.
5. A PID's budget shall include sufficient funds to pay for all additional costs incurred by the City above its normal operational costs, including additional administrative and/or operational costs.
6. If it is proposed that debt obligations secured by and payable from assessments are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of "special benefits" under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Policy objective. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof.
- ~~7. The City Council reserves the right, on a case-by-case basis, to waive specific requirements listed in this Policy. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from the Policy is in the best interest of the City. Additionally, the City Council maintains discretion to approve or disapprove the PID application.~~
- ~~8. No PIDs will be allowed to be created that overlap the boundaries of another PID.~~
- ~~9. The boundaries of existing PIDs can be modified during a renewal process (with updated map as part of the petition). However, a boundary change during the existing term of a PID may only be considered if a re-petition of the entire PID area (both current boundary and proposed modified areas) meets the minimum criteria for creation/renewal and application fee as described below is submitted.~~

ESTABLISHMENT OF PID

Following is a summary of the major steps involved in the establishment of a PID. Detailed steps are included in Attachment A.

Professional Services Reimbursement Agreement

If the City determines it is in its best interest to establish a PID, a Professional Services Agreement (PSA) will be entered into with the developer (template attached as Attachment B). The PSA will require the developer to initially deposit funds to pay for third-party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City's consultants are non-refundable. The unused balance will be rolled into the PID admin costs for the creation of the PID, or refunded to Developer depending on circumstances.

- ~~Capital PIDs:—Initial Amount is \$7,500 with additional \$10,000 increments when deposit balance reaches \$2,500.~~
- ~~Maintenance PIDs:—Initial Amount is \$7,500 with additional \$5,000 increments if deposit balance reaches \$1,500~~
- ~~Combined Capital/Maintenance PIDs will follow the Capital PID funding requirements.~~

~~A City Council briefing on the PID Petition is recommended prior to filing.~~

~~PID Petition~~

~~Once it has been determined by the City Staff and City Council that a PID is appropriate for the project, a petition for the creation of the PID shall be submitted in accordance with the following:~~

- ~~1.—The submittal of a petition letter that is signed by:
 - ~~a.—Owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and,~~
 - ~~b.—Record owners of real property liable for assessment under the proposal who:
 - ~~i.—Constitute more than 50% of all record owners of property that is liable for assessment under the proposal; or~~
 - ~~ii.—Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.~~~~~~
- ~~2.—The petition must be submitted using the form included as Attachment C. See the Petition Requirements attached herein for additional specific requirements.~~

~~Service and Assessment Plan~~

~~The City will cause to be prepared a Preliminary Service and Assessment Plan (“SAP”) based on an Engineer’s opinion of probable costs of the public improvements to construct and complete the project. The parameters of the SAP will be based on the City Staff’s direction regarding the amount to be reimbursed relative to the type of PID, the Policy objectives, and the recommendation of the City’s consultants.~~

~~Maximum Assessment~~

The maximum assessment per \$100 valuation, when added to the total (City, County, School, etc.) tax rate, may not exceed the highest total tax rate in effect for any property in the City. For example, in 2021, the highest total tax rate is \$2.7928 per \$100 valuation. See table below:

-	Johnson			Tarrant	
	BISD	JISD	AISD	BISD	CISD
City	\$0.6859	\$0.6859	\$0.6859	\$0.6859	\$0.6859
ISD	\$1.4946	\$1.2900	\$1.3720	\$1.4946	\$1.2658
County	\$0.3797	\$0.3797	\$0.3797	\$0.2290	\$0.2290
JC Lateral Rd	\$0.0403	\$0.0403	\$0.0403	-	-
Hill College	-	\$0.0499	\$0.0500	-	-
Tarrant College	-	-	-	\$0.1302	\$0.1302
Tarrant Hospital	-	-	-	\$0.2244	\$0.2244
TC Regional Water	-	-	-	\$0.0287	\$0.0287
Total	\$2.6005	\$2.4458	\$2.5279	\$2.7928	\$2.5640

The above tax rates are from 2021 and are subject to change annually. City staff may update the applicable maximum tax rates each year and such annual updates may not require formal amendment to this policy.

Assessment

The Council should weigh the cost of the proposed assessment against the amenities being provided to the residents of the development and the City overall.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

- Landowner’s Agreement to be recorded in the Official Public Records of the applicable County.
- Signage at major entryways and exits as approved by City Staff. All signage shall be clearly visible to all motorists entering and exiting the PID.
- Signage and information flyers for use at sales offices and model homes as provided by City’s PID Administrator.
- Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
- Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any MLS listing.

PID Administration

1. The City may contract with a qualified third-party company to manage and administer the PID, subject to oversight by City Staff.
2. The PID Administrator will coordinate the annual development of the budget, which will be submitted to the City Council for consideration in accordance with the PID Act.

Collection of Assessments

The City will enter into an agreement, as applicable, with the appropriate tax collecting entity (i.e. the entity collecting the City ad valorem taxes) to include the annual assessments on the appropriate property tax bill. If such agreement is not feasible, the City will pursue other available alternatives for collecting the assessments and annual installments.

CAPITAL PIDS

~~If it is proposed that debt obligations secured by and payable from assessments are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of "special benefits" under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Policy objective.~~

Specifics of Bonded PID

~~If the PID issues bonds for the developer to construct the improvements and the debt is repaid through the collected property assessments, the following must be met:~~

- ~~• Minimum value to lien ratio of 3:1 based on third party appraisals approved by the City.~~
- ~~• To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be undertaken prior to the levy of assessment.~~
- ~~• Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID Bonds. The form of committed capital (cash deposit or letter of credit) will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis. Terms of the letter of credit will include: (i) an irrevocable and unconditional letter of credit issued by one or more banks satisfactory to the City and on terms and conditions satisfactory to the City to provide a funding source for the agreed upon cost of infrastructure improvements that will be constructed with funds other than bond proceeds, or (ii) any such letter of credit must name the City as the beneficiary and must be able to be drawn upon by the City to fund any obligation of the Developer to pay for a portion of the costs to the infrastructure improvements that are not being funded with the proceeds of any bonds issued by the City upon the presentation to the letter of credit provider of a properly executed draft request. An acceptable letter~~

~~of credit provider will need to have a long term rating by a nationally recognized ratings service of at least the City's credit rating or better.~~

Other Financing Considerations

1. PID Bonds may be issued in advance of construction as a whole or on a phase-by-phase basis subject to compliance with the applicable standards.
2. General Obligation or Certificates of Obligation will not be utilized by the City to fund or support the PID Bonds.
3. All proposed initial and subsequent PID Bond issues for a project, if any, will be subject to approval by the City Council.
4. The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and assessments.
5. Each PID Bond Indenture will contain language explicitly precluding the City from making any debt service payments for the PID Bonds other than from available assessment revenues. There will be no tax pledge from the City to support PID Bonds.

Developer Reimbursement

1. The Developer will submit expenses for reimbursements in accordance with the requirements of the applicable financing agreement.
2. The City's appointed designee(s) will verify the eligibility and validity of such reimbursement requests in accordance with the applicable agreements and/or PID documents.
3. Once expenses have been verified, payment will be processed within the timeframe stipulated in the applicable agreements and/or PID documents.

Assessment Term/Bond Term

The maximum term of a ~~Capital~~ PID assessment is not to exceed 30 years and the assessment term must equal the bond term. ~~This does not apply to O&M PIDs.~~

Miscellaneous

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this Policy is declared unconstitutional or invalid for any purpose, the remainder of this Policy shall not be affected.
2. Any exceptions or waivers to this Policy must be approved by the City Council.
3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to reimbursements through the PID. All parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

4. The City Manager or designee may make minor revisions to the attachments from time to time as the process is refined. No changes to the policy or significant changes to the attachments will be made without Council consideration.

CITY OF BURLESON

PUBLIC IMPROVEMENT DISTRICT POLICY

OVERVIEW

Pursuant to the Texas Local Government Code Chapter 372 (the “PID Act”), Public Improvement Districts (“PIDs”) provide the City of Burleson (the “City”) an economic development tool that permits the financing of qualified public improvement costs that confer a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction (ETJ). A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District that receive special benefits from the capital improvements or services. A PID may only be used to pay for qualified public improvements under the PID Act.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized per the PID Act and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive a special benefit, enhanced services and/or improvements within the PID.

PURPOSE AND INTENT

The purpose and intent of this Policy is to provide the policy parameters for establishment and use of PIDs within the City or its ETJ and to outline the issues to be addressed before the City Council can support the establishment of a PID. The City Council supports the use of PIDs to create sustainable developments with a higher level of public improvements (and maintenance of those improvements) than exists in a development that meets the City’s minimum standards. PIDs are a viable alternative for enhanced public open space and maintenance of enhanced public parks and trails. Within the City, PIDs should be self-supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities. This Policy is intended to provide guidance to developers and City Staff in the creation of a PID and outline pertinent matters including but not limited to petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans of services, budgets and assessments. The City Council, upon City Staff recommendation, shall have the authority to establish PIDs that vary from this policy as long as they are in accordance with State law.

PID OBJECTIVES

The Texas Local Government Code allows for PID funds to be used, among others, in the construction of roadways, water, wastewater, drainage, landscaping, parks, and expenses incurred in the establishment, administration and operation of the PID. Generally, PID consideration may be granted for projects that:

1. Meet or preferably enhance the City’s master plan, thoroughfare plan, water and wastewater plans;
2. Advance the City’s trail and park plans;
3. Exceed the City’s requirements for design, building standards, amenities and landscaping;

4. Are of mixed residential and commercial use;
5. Accomplish a particular housing objective or goal established by City Council;
6. Are master-planned residential communities;
7. Are within the ETJ that meet the above qualifications provided the property owners agree to submit a petition for voluntary annexation into the City, if the City desires such annexation; or
8. Require public participation to materialize.

The City Council, upon City Staff recommendation, shall have the authority to consider other projects that may be different from those listed above in accordance with the applicable State law.

TYPES OF PIDS:

1. **Capital PIDs** are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:
 - **Reimbursement PID:** The developer pays for the infrastructure up front and is reimbursed from assessments collected over time.
 - **Bonded PID:** The City issues special revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually.

Capital PIDs have a termination date of either the maturity of the bonds for Bonded PID, or full repayment of the developer for Reimbursement PID.

The principal amount for a Capital PID may be paid in full or in part by the property owner at any time without any prepayment penalty.

2. **Operation and Maintenance PIDs** (O&M PIDs) are used to fund ongoing enhanced operation and maintenance for public improvements such as parks, public open space, trails and other public improvements.
 - There may be no termination date with an O&M PID until City Council decides otherwise.
 - The assessment is determined annually based on a budget to maintain and operate the PID.
 - Payment of the assessment is on an annual basis, and no pre-payment can occur since there is no principal amount.
 - The City may create advisory boards for Maintenance PIDs.

Projects may include both Capital PIDs and Maintenance PIDs.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer’s actual, documented costs above and beyond the costs for standard infrastructure required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.

3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.
4. Priority will be given to PID improvements:
 - a. In support of development that will generate greater economic development benefits to the City beyond the project;
 - b. That provide enhanced aesthetic features (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and,
 - c. That meet specific community needs
5. A PID's budget shall include sufficient funds to pay for all additional costs incurred by the City above its normal operational costs, including additional administrative and/or operational costs.
6. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof.
7. The City Council reserves the right, on a case-by-case basis, to waive specific requirements listed in this Policy. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from the Policy is in the best interest of the City. Additionally, the City Council maintains discretion to approve or disapprove the PID application.
8. No PIDs will be allowed to be created that overlap the boundaries of another PID.
9. The boundaries of existing PIDs can be modified during a renewal process (with updated map as part of the petition). However, a boundary change during the existing term of a PID may only be considered if a re-petition of the entire PID area (both current boundary and proposed modified areas) meets the minimum criteria for creation/renewal and application fee as described below is submitted.

ESTABLISHMENT OF PID

Following is a summary of the major steps involved in the establishment of a PID. Detailed steps are included in Attachment A.

Professional Services Reimbursement Agreement

If the City determines it is in its best interest to establish a PID, a Professional Services Agreement (PSA) will be entered into with the developer (template attached as Attachment B). The PSA will require the developer to initially deposit funds to pay for third-party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City's consultants are non-refundable. The unused balance will be rolled into the PID admin costs for the creation of the PID, or refunded to Developer depending on circumstances.

- Capital PIDs: Initial Amount is \$7,500 with additional \$10,000 increments when deposit balance reaches \$2,500.
- Maintenance PIDs: Initial Amount is \$7,500 with additional \$5,000 increments if deposit balance reaches \$1,500
- Combined Capital/Maintenance PIDs will follow the Capital PID funding requirements.

A City Council briefing on the PID Petition is recommended prior to filing.

PID Petition

Once it has been determined by the City Staff and City Council that a PID is appropriate for the project, a petition for the creation of the PID shall be submitted in accordance with the following:

1. The submittal of a petition letter that is signed by:
 - a. Owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and,
 - b. Record owners of real property liable for assessment under the proposal who:
 - i. Constitute more than 50% of all record owners of property that is liable for assessment under the proposal; or
 - ii. Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.
2. The petition must be submitted using the form included as Attachment C. See the Petition Requirements attached herein for additional specific requirements.

Service and Assessment Plan

The City will cause to be prepared a Preliminary Service and Assessment Plan (“SAP”) based on an Engineer’s opinion of probable costs of the public improvements to construct and complete the project. The parameters of the SAP will be based on the City Staff’s direction regarding the amount to be reimbursed relative to the type of PID, the Policy objectives, and the recommendation of the City’s consultants.

Maximum Assessment

The maximum assessment per \$100 valuation, when added to the total (City, County, School, etc.) tax rate, may not exceed the highest total tax rate in effect for any property in the City. For example, in 2020-21, the highest total tax rate is \$2.868 per \$100 valuation. See table below:

	Johnson			Tarrant	
	BISD	JISD	AISD	BISD	CISD
City	\$0.7111	\$0.7111	\$0.7111	\$0.7111	\$0.7111
ISD	\$1.5383	\$1.3960	\$1.4664	\$1.5383	\$1.5398
County	\$0.3847	\$0.3847	\$0.3847	\$0.2340	\$0.234
JC Lateral Rd	\$0.0403	\$0.0403	\$0.0403		
Hill College		\$0.0500	\$0.0500		
Tarrant College				\$0.130	\$0.130
Tarrant Hospital				\$0.2244	\$0.2244
TC Regional Water				\$0.0287	\$0.0287
Total	\$2.6744	\$2.5821	\$2.6525	\$2.8666	\$2.8680

The above tax rates are from 2020 and are subject to change annually. City staff may update the applicable maximum tax rates each year and such annual updates may not require formal amendment to this policy.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

- Landowner’s Agreement to be recorded in the Official Public Records of the applicable County.
- Signage at major entryways and exits as approved by City Staff. All signage shall be clearly visible to all motorists entering and exiting the PID.
- Signage and information flyers for use at sales offices and model homes as provided by City’s PID Administrator.
- Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
- Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any MLS listing.

PID Administration

1. The City may contract with a qualified third-party company to manage and administer the PID, subject to oversight by City Staff.
2. The PID Administrator will coordinate the annual development of the budget, which will be submitted to the City Council for consideration in accordance with the PID Act.

Collection of Assessments

The City will enter into an agreement, as applicable, with the appropriate tax collecting entity (i.e. the entity collecting the City ad valorem taxes) to include the annual assessments on the appropriate property

tax bill. If such agreement is not feasible, the City will pursue other available alternatives for collecting the assessments and annual installments.

CAPITAL PIDS

If it is proposed that debt obligations secured by and payable from assessments are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of “special benefits” under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Policy objective.

Specifics of Bonded PID

If the PID issues bonds for the developer to construct the improvements and the debt is repaid through the collected property assessments, the following must be met:

- Minimum value to lien ratio of 3:1 based on third party appraisals approved by the City.
- To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be undertaken prior to the levy of assessment.
- Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID Bonds. The form of committed capital (cash deposit or letter of credit) will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis. Terms of the letter of credit will include: (i) an irrevocable and unconditional letter of credit issued by one or more banks satisfactory to the City and on terms and conditions satisfactory to the City to provide a funding source for the agreed upon cost of infrastructure improvements that will be constructed with funds other than bond proceeds, or (ii) any such letter of credit must name the City as the beneficiary and must be able to be drawn upon by the City to fund any obligation of the Developer to pay for a portion of the costs to the infrastructure improvements that are not being funded with the proceeds of any bonds issued by the City upon the presentation to the letter of credit provider of a properly executed draft request. An acceptable letter of credit provider will need to have a long-term rating by a nationally recognized ratings service of at least the City’s credit rating or better.

Other Financing Considerations

1. PID Bonds may be issued in advance of construction as a whole or on a phase-by-phase basis subject to compliance with the applicable standards.
2. General Obligation or Certificates of Obligation will not be utilized by the City to fund or support the PID Bonds.

3. All proposed initial and subsequent PID Bond issues for a project, if any, will be subject to approval by the City Council.
4. The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and assessments.
5. Each PID Bond Indenture will contain language explicitly precluding the City from making any debt service payments for the PID Bonds other than from available assessment revenues. There will be no tax pledge from the City to support PID Bonds.

Developer Reimbursement

1. The Developer will submit expenses for reimbursements in accordance with the requirements of the applicable financing agreement.
2. The City's appointed designee(s) will verify the eligibility and validity of such reimbursement requests in accordance with the applicable agreements and/or PID documents.
3. Once expenses have been verified, payment will be processed within the timeframe stipulated in the applicable agreements and/or PID documents.

Assessment Term/Bond Term

The maximum term of a Capital PID assessment is not to exceed 30 years and the assessment term must equal the bond term. This does not apply to O&M PIDs.

Miscellaneous

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this Policy is declared unconstitutional or invalid for any purpose, the remainder of this Policy shall not be affected.
2. Any exceptions or waivers to this Policy must be approved by the City Council.
3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to reimbursements through the PID. All parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

Attachments:

Attachment A: Process

Attachment B: Profession Services Agreement

Attachment C: PID Petition Requirements

Attachment D: Petition Template

The Development Services Director may make minor revisions to the attachments from time to time as the process is refined. No changes to the policy or significant changes to the attachments will be made without Council consideration.

ATTACHMENT A
Public Improvement District (PID)
Process

TASK	PARTY RESPONSIBLE
PRELIMINARY PHASE	
Developer to meet with City staff to discuss proposed development and potential PID elements	CS/DEV/DE
City staff will coordinate with PID Administrator to determine PID feasibility	CS/MC
Developer executes Professional Services Agreement	CS/MC/DEV
Developer pays initial PID Administration costs to the City	CS/DEV
PHASE I PLAN OF FINANCE	
Preparation of PID bond projections and feasibility analysis:	
Prepare and distribute draft PID projections	MC
Conference call to discuss projections	MC/DEV
Prepare and distribute updated PID projections	MC
Conference call to discuss projections	MC/DEV
Revise and distribute final PID projections	MC
Preparation of Preliminary Service and Assessment Plan (SAP):	
Draft assessment methodology	MC
Conference call to discuss assessment methodology	MC/DEV
Revise assessment methodology and prepare assessment roll	MC
Conference call to finalize content of Preliminary SAP	MC/DEV
PHASE II GOVERNMENT APPROVAL¹	
Public Improvement District (PID)	
Draft Development Agreement	DC
Conference call to discuss Development Agreement	DC/CA
Finalize Development Agreement	DC/CA
Adopt Development Agreement	CS/City Council
Draft PID creation petition	DC/MC
File PID creation petition	Developer

Hold public hearing on PID creation	City Council
Draft resolution creating PID	DC/CA
Adopt resolution creating PID	City Council
Generate Opinion of Probable Costs	DEV/DE
Draft Service and Assessment Plan (SAP) and prepare assessment roll	MC
Public hearing on resolution determining Opinion of Probable Costs with Preliminary SAP & sets levy and assessments hearing date	CS/City Council
Filing of proposed Assessment Roll	DC/City Secretary
Publish Notice of Levy and Assessment Hearing in newspaper	City
Mail Notice of Levy and Assessment Hearing to all property owners in the proposed PID	City
Considers adoption of resolution approving the distribution of the Preliminary Official Statement	CS/City Council/CA/BC
Public hearing on proposed Levy and Assessment	CS/City Council
Discussion on, and adoption of, the Construction, Funding and Acquisition Agreements	CS/City Council/CA/BC
Discussion of, and adoption of, Bond Ordinances and Final Offering Statements	CS/City Council/CA/BC
Posting of Final Official Statements	UW

Tax Increment Reinvestment Zone (TIRZ) (as applicable)

Draft resolution setting public hearing to create a TIRZ	CA
Adopt resolution setting public hearing to create a TIRZ to encompass the PID property	City Council
Publish Notice for Hearing on TIRZ creation in newspaper	City
Public hearing on advisability of TIRZ creation	City Council
Draft TIRZ Preliminary Project and Finance Plan	MC
Draft ordinance creating TIRZ	CA/CS
Adopt ordinance creating TIRZ	City Council

PHASE III ISSUANCE OF BONDS

Prepare first draft of market study	MA
Meeting to discuss market study	MA, DD
Prepare second draft of market study	MA
Conference call to discuss second draft of market study	MA, DD
Prepare final market study	MA

Opinion of Probable Cost

Prepare opinion of probable cost DE

Appraisal

Select appraiser DEV/UW
Send letter of instructions to appraiser UW
Prepare first draft of appraisal APP
Meeting to discuss appraisal APP, DD
Prepare second draft of appraisal APP
Conference call to discuss second draft of appraisal APP, DD
Prepare final appraisal APP

Assessed Value and Tax Increment Report

Start preparation of report on assessed value and tax increment projections MC
Prepare first draft of report MC
Meeting to discuss report MC, DD
Prepare second draft of report MC
Conference call to discuss second draft of report MC, DD
Prepare final report on assessed value and tax increment revenues MC

Preparation of bond documents

Prepare first draft of trust indenture BC
Conference call to review trust indenture Team
Prepare second draft of trust indenture BC
Prepare first draft of construction, acquisition, and funding agreement DC/BC/CA
Meeting to review documents Team
Select trustee City/BC/UW
Prepare third draft of trust indenture and second draft of funding agreement Team
Conference call to review documents Team
Receive comments from trustee on trust indenture Team
Prepare fourth draft of trust indenture and third draft of funding agreement BC/DC
Prepare form of legal opinions and other documents DC/BC/CA
Conference call to review documents Team
Final revisions to documents BC/DC

Marketing and closing of bond issue

Prepare first draft of preliminary offering statement (POS)	UC
Conference call to review first draft of POS	Team
Prepare second draft of POS and first draft of bond purchase agreement (BPA)	UC
Conference call to review second draft of POS and BPA	Team
Send term sheet to potential investors and prepare short list of target investors	UW
Preparation of final POS and BPA	UC
Print POS	UW
Mail POS to potential investors	UW
Site visit with potential investors	Team/INV
Price bonds	UW
Levy Assessment	City Council
Prepare final offering statement	Team
Bond closing	Team

¹PID and TIRZ governmental approval process can progress concurrently.

²Depending on quality of market section and underwriter, a market study may need to be prepared in addition to the appraisal.

BC - Bond counsel

CA - City attorney

CS - City staff

DC - Developer's counsel

DEV - Developer

DE - Developer Engineer

DD - Due diligence sub-committee includes the underwriter, underwriter's counsel and others as needed.

ENG - Developer's engineer

INV - Investor

MA - Market consultant

MC - MuniCap

UW - Underwriter

UC - Underwriter's counsel

ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT (PSA)
[COMPANY LOGO]

[Date]

[CONTACT]
[DEVELOPER ENTITY]
[STREET NUMBER & NAME]
[SUITE]
[CITY] [STATE] [ZIP]

RE: Payment Structure for [CONSULTANT NAME] [CONSULTANT'S SERVICES]

Dear [CONTACT]:

[CONSULTANT NAME] is the PID Administrator for the City of Burleson (the "City") for special assessment and tax increment reinvestment zone financing. The City has requested [CONSULTANT NAME] provide _____ (the "Developer") with assistance in preparing [CONSULTANT'S SERVICES] for a proposed Public Improvement District (PID) [*and/or Tax Increment Reinvestment Zone (TIRZ)**] for evaluation by the City.

[CONSULTANT NAME] will not be able to work under contract with or represent the Developer, as it is already under contract with the City. The [CONSULTANT'S SERVICES] to be prepared by [CONSULTANT NAME] will evaluate the potential use of a PID [*and TIRZ**] in conformance with the City's guidelines for special assessment and tax increment reinvestment zone financing.

The City's guidelines for special assessment [*and tax increment reinvestment zone**] financing require that developers directly cover the costs of efforts related to a PID and TIRZ prior to the approval of the PID [*and TIRZ**] by the City Council. Accordingly, the costs of [CONSULTANT NAME] efforts as provided for in this letter are to be paid by the Developer by providing the City with an initial deposit of \$7,500 to be held in an account and used to pay [CONSULTANT NAME] for services described in this letter. Funds will be replenished in accordance with the City's PID Policy as follows:

- Capital PIDs: additional \$10,000 increments will be deposited whenever the balance reaches \$2,500
- O&M PIDs: additional \$5,000 will be deposited whenever the balance reaches \$1,500

The City will pay [CONSULTANT NAME] for work provided in accordance with the Agreement for Administrative Services. All funds are non-refundable. In addition to the funds being used to pay [CONSULTANT NAME], they will also be used to pay any other city costs associated with the PID including, but not limited to, the City's Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. The funds may also be used to pay city staff time in excess of time which would be considered customary and usual for a typical development.

Work under this letter will only be performed at the request of and with the direction of the Developer. [CONSULTANT NAME] is providing these services under contract with the City of Burleson and, by contract, is obligated to serve the City's best interests. By signing below, Developer recognizes that the formation of the PID [*and/or TIRZ**] is at the City's discretion. The payment of the deposit for

ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT (PSA)
[COMPANY LOGO]

administrative services or any other preliminary documentation does not obligate the City to the formation of a PID [*and/or TIRZ**]. Developer is encouraged to read the City’s PID Policy and Chapter 372 of the Texas Local Government Code (the “PID” Act) to become familiar with the policies, laws and procedures that will be used in the evaluation and creation of a PID [*and/or TIRZ**].

[CONSULTANT NAME]

By: _____
[NAME]
[TITLE]

[DEVELOPER ENTITY]

By: _____
[CONTACT]
[TITLE]

*Inclusion of TIRZ funding in the project will be evaluated and included at the discretion of the City.

ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT (PSA)
[COMPANY LOGO]

City of Burleson

By: _____
Mandy Clark
Development Services Director

Attachment: Exhibit A

ATTACHMENT C
PETITION REQUIREMENTS

In accordance with the PID Act, the petition must state:

1. The general nature of the proposed improvements;
2. The estimated cost of the improvements;
3. The boundaries of the proposed assessment district;
4. The proposed method of assessment, which may specify included or excluded classes of assessable property;
5. The proposed apportionment of costs between the PID and the municipality or county as a whole;
6. Whether the PID will be managed by the municipality or county, by the private sector, or by a partnership of the two;
7. That the persons signing the petition request or concur with the establishment of the PID; and
8. That an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

Additional requirements include:

1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted."
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.

For a PID to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements, or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the PID Act. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff with final approval by the City Council.

**ATTACHMENT D
PETITION TEMPLATE**

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF _____, TEXAS FOR THE _____ PUBLIC
IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted and filed with the City Secretary of the City of _____, Texas ("City"), by _____, a _____, owner of a majority of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the City limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is \$_____.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as shown in Attachment A.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments {including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this _____ day of November, 2017.

OWNER:

, a Texas _____

By: Company Name
By
Name:
Its:

EXHIBIT A
Metes and Bounds

EXHIBIT B
Property Depiction

City Council Regular Meeting

DEPARTMENT: Administrative Services
FROM: Lauren Seay, Deputy Director
MEETING: February 17, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding amendments to City Council Policy 36, City of Burleson Purchasing Policy. (Staff Contact: Lauren Seay, Deputy Director of Administrative Services)

SUMMARY:

City Council Policy 36 provides guidelines for administering all procurement activities in the City, with the express intent of promoting an open and fair procurement process. The Procurement Procedures is the companion document to City Council Policy 36 and provides steps and operational procedures for procuring goods and services for the City.

The Procurement Procedures were last amended alongside City Council Policy 36 in October 2023 to reflect changes in signature authority, interlocal agreement authority, competitive solicitation responsibilities, and to include minor clarifications.

In October 2023, the Purchasing Division was reorganized within the Administrative Services Department. Newly assigned staff began reviewing Council Policy 36 and the Procurement Procedures as well as gathering input from user departments. It was determined that some components of the Procurement procedures were outdated and that there was some duplication in both documents.

In November 2024, a committee was formed to review City Council Policy 36 and the Procurement Procedures to recommend amendments to these documents. The committee included representatives from high-procurement departments including:

- Administrative Services
- City Manager's Office
- Finance
- Fire, Emergency Management
- Human Resources
- Legal
- Parks and Recreation
- Public Works

The internal committee's recommendations were presented to the Deputy City Managers in December 2024, with a final review conducted by the City Manager's Office in January 2025. Department Directors were briefed on the changes during a Directors' meeting and provided further comments.

On January 22, 2025, the Council Policy and Valuation Committee recommended moving forward with staff's proposed revisions, incorporating modifications to certain areas.

Major proposed revisions include:

1. Increasing the City Manager's approval authority from \$50,000 to \$100,000.
2. Revising Council Policy 36 to remove redundant information that requires duplicate updates.
3. Clarifying the distinction between Council Policy 36 as a governing policy and the Purchasing Procedures as operational processes and procedures.

RECOMMENDATION:

Staff recommends that the Council review and discuss the recommended changes to City Council Policy 36 proposed by the Council Policy & Valuation Committee and provide staff with feedback and direction on the proposed amendments.

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

October 16, 2023 – City Council approved amendments to City Council Policy 36

January 22, 2025 – Council Policy & Valuation Committee provided direction & recommendation

REFERENCE:

City Council Policy 36, Burleson Purchasing Policy

FISCAL IMPACT:

N/A

STAFF CONTACT:

Lauren Seay
Deputy Director, Administrative Services
lseay@burlesontx.com
817-426-9897

Purchasing Policy & Procedures Proposed Changes

City Council Meeting
February 17, 2025

AGENDA

Topics to be discussed today:

01

Background

02

Internal Review
Committee

03

Governing Documents

04

Summary of Recommended
Changes

05

In-Depth Discussion

Background

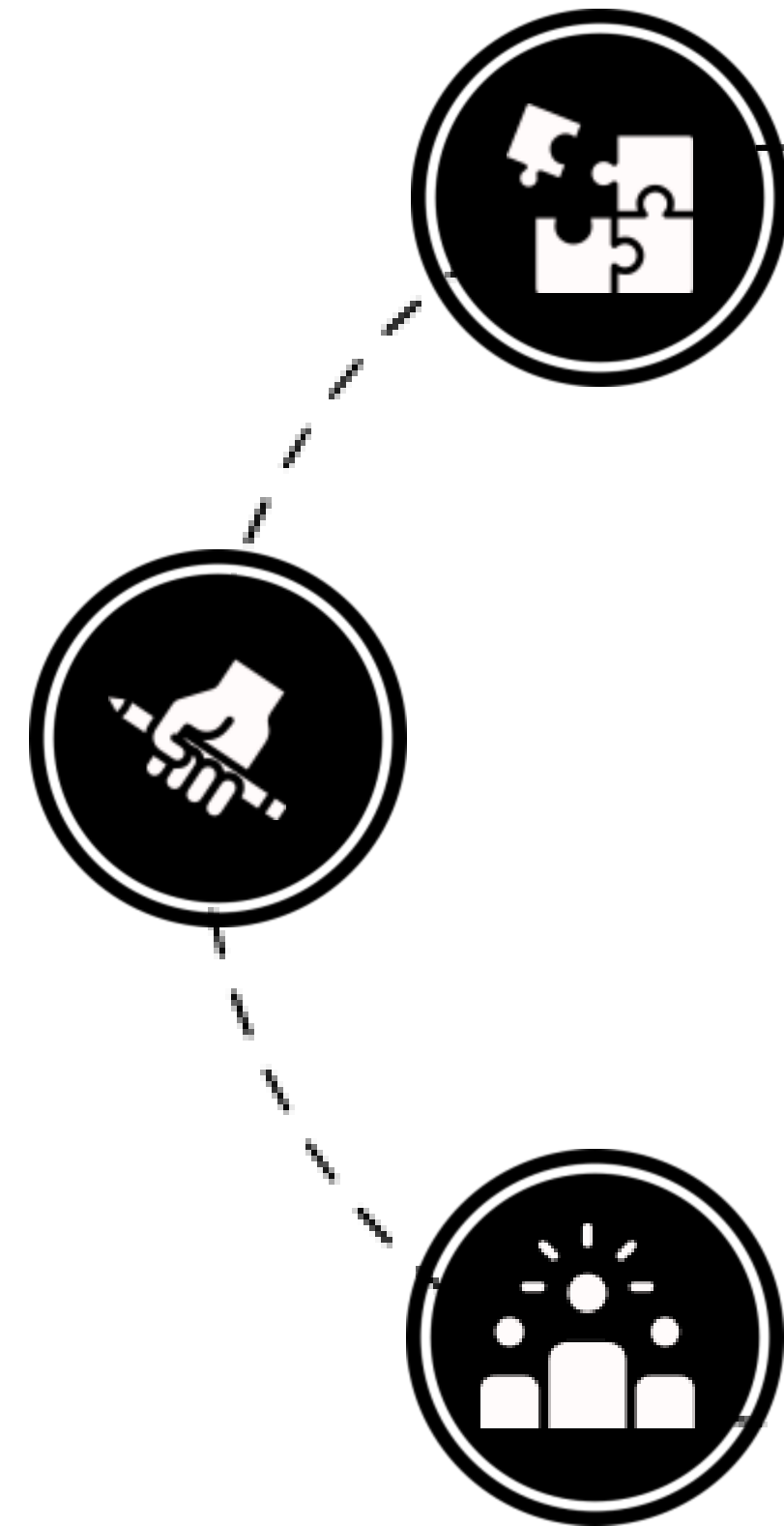
- **October 2023:**
 - City Council Policy 36 and Purchasing Procedures received updates to sections pertaining to signature authority and interlocal agreements.
 - Purchasing Division was moved to the new Administrative Services Department to allow the City to focus on best procurement practices and maximize purchasing power.
- **October 2023 - September 2024:** Administrative Services staff began reviewing the Purchasing Procedures and City Council Policy 36 to propose recommended updates based on City Council feedback and best practices.
- **October - November 2024:** Committee of representatives from multiple city departments was formed to review the purchasing procedures and City Council Policy 36, provide feedback, and to recommend changes.
- **December 2024:** Recommended changes were reviewed by Deputy City Managers.
- **January 2025:**
 - Recommended changes were reviewed by City Manager.
 - Council Policy & Valuation Committee review and recommendation.

Purchasing Policy & Procedure Review Committee

The committee consisted of representatives from high-procurement departments and divisions across the organization to gather their feedback and incorporate their insights into the proposed updates.

The committee met three times, established clear goals, and developed a Charter to align efforts toward a common objective.

The committee thoroughly reviewed Council Policy 36 and the procurement procedures, gathering examples from other cities, researching best practices, and identifying opportunities for improvement to ensure transparency and efficiency.



Committee Members

Andrea Anderson	Administrative Services, Purchasing
Richard Abernethy	Administrative Services
Jen Basham	Parks & Recreation
Janalea Hembree	City Manager's Office
Joe Laster	Fire, Emergency Management
Cheryl Marthiljohni	Human Resources
Gloria Platt	Finance
Matt Ribitzki	Legal
Justin Scharnhorst	Public Works
Lauren Seay	Administrative Services
Jennifer Swim	Administrative Services, Purchasing

Committee Goals & Objectives

01

Policy and Procedure Clarity: Define and distinguish the roles of policies versus procedures in purchasing documentation, creating a structured framework that is easy to follow and implement.

02

Efficiency and Transparency: Streamline and simplify purchasing processes to increase efficiency, remove redundancies, and maintain transparency at every stage, building trust with the public and city departments.

03

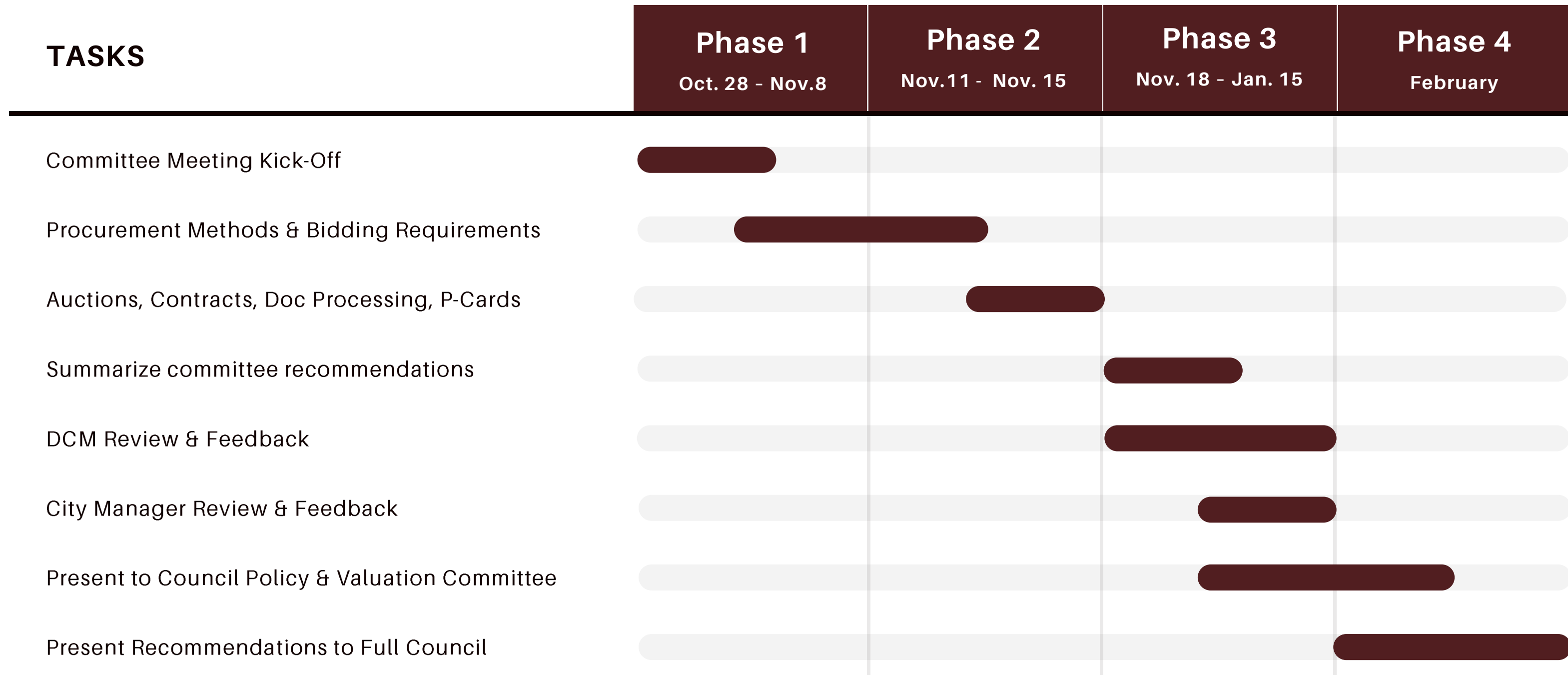
Competitiveness and Fairness: Update procedures to support competitive bidding, cooperative purchasing, and fair vendor selection to ensure best value and increase fairness.

04

Stakeholder Engagement: Collaborate with city departments to gather input during policy development, ensuring comprehensive, inclusive policies that meet the needs of all stakeholders.

Council Policy 36 & Purchasing Procedures Review

Target Council Date: February 27, 2025



Governing Procurement Documents

Each of these documents references purchasing regulations. Some are much more specific than others and several of them reference one another.



Local Government Code



City Charter



Council Policy 36



Purchasing Procedures

LOCAL GOVERNMENT CODE

THE CITY OF

BURLESON

Local Government Code

Chapter 252: Purchasing and Contracting Authority of Municipalities

Purpose: Governs municipal purchasing procedures, including competitive bidding and contract awards, with exemptions for certain purchases.

Chapter 271: Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments

Purpose: Provides a framework for the purchasing and contracting authority of various local governments, including municipalities, counties, and certain other local entities.

Chapter 2269: Contracting and Procurement for Construction Projects

Purpose: Governs the procurement of construction projects by municipalities, including competitive bidding requirements and alternative procurement methods such as design-build and construction manager at risk.

Chapter 2254: Professional Services Procurement

Purpose: Governs the procurement of professional services (e.g., architects, engineers, lawyers) by municipalities, requiring a qualifications-based selection process rather than competitive bidding.

CITY CHARTER

THE CITY OF
BURLESON

City Charter

§ 74 **Purchase and procurement procedures.**

(El. of 8-13-1977; El. of 8-9-1980; El. of 5-2-1998; El. of 11-5-2013)

- (a)** Approval by city manager. The city manager shall have the authority to approve purchases for goods, services and public improvements up to the maximum authorized by state law. The City Council may establish city purchasing authority for the city manager at an amount lower than authorized by state law.
- (b)** Contracts. Contracts are required when state law requires compliance with state procurement laws. The city manager may sign contracts up to the maximum dollar amount allowed by state law or a lower maximum as directed by the city council.
- (c)** Procurement. Before the city may enter into a contract for goods, services or public improvements or approve alterations in an existing contract, the city shall comply with the requirements of state law. The city manager shall adopt procedures to assure competition for contracts that do not require formal bidding under state law.
- (d)** No bids received. If state law requires compliance with procurement laws, and after formally requesting bids or proposals on two separate occasions, if the city fails to receive any valid bids or proposals, the city council is authorized to make the purchase without the use of bids or proposals; provided, that it follows specifications used in the failed bid or proposal offerings.

**Please note that changes to the language in a City's Charter typically require voter approval through an election. No language changes are proposed as part of this review.*

COUNCIL POLICY 36

THE CITY OF
BURLESON

MAJOR PROPOSED CHANGES

01

At the recommendation of the Council Policy & Valuation Committee, propose to increase to the City Manager's approval authority from \$50,000 to \$100,000 and Deputy City Manager's authority from \$25,000 to \$50,000

02

Proposed rework of Council Policy 36 to remove redundant information that necessitates duplicate revisions

03

Proposed revisions would delineate between Council Policy 36 as a governing policy and the Purchasing Procedures as operational process and procedures

1.0 (b) Governing Authority

In August 2024, the Council Policy & Valuation Committee recommended evaluating the potential impact of increasing the City Manager's signature authority. In January 2025, the committee recommended moving forward with the proposed changes.

Current Language:

“All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed \$50,000. The City Manager's authority is delegated to the Purchasing Manager, subject to the requirements of this policy and adopted purchasing procedures.”

Proposed Revision:

*All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed **\$100,000**. The City Manager's authority may be delegated to a designee, in writing, subject to the requirements of this policy and adopted purchasing procedures.*

City Manager Approval Authority in Surrounding Areas

City Name	Population Estimate (2024)	City Manager Threshold
Allen	106,009	\$100,000
Arlington	411,167	\$50,000
Bedford	49,941	\$50,000
Cedar Hill	50,904	\$50,000
Coppell	43,193	\$50,000
Denton	154,189	\$100,000
Garland	250,099	\$100,000
Grapevine	52,283	\$50,000
Keller	47,476	\$50,000
Mansfield	86,323	\$50,000
North Richland Hills	73,602	\$50,000
Plano	294,152	\$100,000
Richardson	122,678	\$100,000
Wylie	62,171	\$50,000

Note: Population estimates are based on the North Central Texas Council of Governments (NCTCOG) 2024 data.

1.0 (c) Governing Authority

This suggested revision aligns with current practices.

Current Language:

“To ensure proper oversight, all purchases and requisitions in excess of \$25,000 will be reported to Council monthly. The report will include the vendor, purpose, amount, and source of funds for the expenditure.”

Proposed Revision:

To ensure proper oversight, all purchases and requisitions are monitored through established approval levels at all stages prior to vendor payments, ensuring compliance with purchasing procedures. For transparency, vendor payments are published on the City website, and budget-to-actual reporting is provided by the Finance Department to the Council on a monthly basis.

Propose to remove the following sections:

3.0 Objectives

Propose to remove this section entirely as it outlines the responsibilities of the Purchasing Division, which are already detailed comprehensively in the Purchasing Procedures document. Eliminating this redundancy ensures that operational changes to processes can be implemented more efficiently.

4.0 Code of Ethics

The Code of Ethics outlined here is specific to procurement activities and is already integrated into the Purchasing Procedures to ensure ethical practices throughout all procurement processes. Please note that a standalone Code of Ethics specific to procurement is required to meet the criteria for the NIGP's Achievement of Excellence in Procurement Award.

5.0-5.7 Competitive Purchasing Requirements, Procedures for Purchases < \$10,000, Procedures for Purchases of \$10,000 to \$50,000, Procedures for Purchases \$25,000 to \$50,000, Competitive Solicitations, HUB's, Purchases more than \$50,000, Reciprocity

All procedural information is covered in detail in the Purchasing Procedures document. Eliminating this redundancy ensures changes to processes can be implemented more efficiently.

5.8 Award of a Contract

This suggested revision references LGC and indicates staff will determine the best method of procurement.

Current Language:

“The City of Burleson shall award contracts based on criteria deemed in the best interest of the City.”

Proposed Revision:

The City of Burleson will award contracts based on the procurement method that staff determines to be in the best interest of the City. This determination will align with the processes and requirements outlined in Texas Local Government Code 252 or its successor statute.

Any resulting change orders or amendments to existing agreements will follow Texas Local Government Code 252.048 or its successor statute, ensuring compliance with state requirements for changes in scope, cost, or timeline.

Propose to remove subsection b, as it duplicates LGC regulation.

Propose to remove the following sections:

5.9 Disclosure of Information

5.10 Professional Services

5.11 Automated Information Systems

5.12 Cooperative Purchases

Each of these sections is thoroughly addressed in the Purchasing Procedures document, with much of the content referencing or mirroring statutes from the Local Government Code. Eliminating this redundancy ensures that operational changes to processes can be implemented more efficiently.

5.13 Emergency Purchases

Current Language:

(a) “Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public’s safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the Purchasing Division and conduct the procurement of supplies and services in accordance with the Purchasing Manual.”

(b) “The Legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(a), including but not limited to:

- (1) A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality’s residents or to preserve the property of the municipality;*
- (2) A procurement necessary to preserve or protect the public health or safety of the municipality’s residents; and*
- (3) A procurement necessary because of unforeseen damage to public machinery, equipment or other property.”*

5.13 Emergency Purchases (cont.)

This suggested revision was drafted by the City's Emergency Operations Manager, with input from the internal review committee, which researched policies and procedures from surrounding cities.

Proposed Revision:

Definition and Purpose

Emergency purchases are authorized in situations where immediate procurement is necessary to protect public health, safety, or City assets. The City of Burleson adheres to Texas Local Government Code, Section 252.022(a), which permits the City to bypass standard competitive bidding in emergency circumstances. This process ensures the City can respond swiftly and effectively to unforeseen events that disrupt essential services. For the emergency procurement process, refer to the Purchasing Procedures.

Definition of a Valid Emergency Purchase

An emergency purchase is deemed valid if it meets one or more of the following criteria:

Public Calamity: An urgent need resulting from a disaster or event that requires the immediate allocation of funds to relieve a necessity for residents or protect City assets.

Health and Safety Threats: Situations requiring immediate action to protect the health or safety of the public.

Critical Asset Failure: Failures of critical City equipment or infrastructure that require swift intervention to prevent a lapse in essential services.

The City of Burleson emphasizes pre-planning to avoid "self-created emergencies" due to lack of foresight, which could unnecessarily escalate costs. In cases where unforeseen needs arise, these must be verified as emergencies by the City Manager and Purchasing Division.

Ratification by the City Council

All emergency purchases exceeding \$100,000 must be submitted for City Council ratification as soon as practicable under the Texas Open Meetings Act. The ratification process provides an opportunity to review the emergency actions taken and ensures compliance with municipal policies and transparency standards. City Council will receive a report detailing the nature of the emergency, the items procured, costs incurred, and justification for any expedited purchasing actions taken without competitive bidding.

5.14 Sole Source Purchases

Propose to remove this section – this topic is thoroughly addressed in the Purchasing Procedures document, with much of the content referencing or mirroring statutes from the Local Government Code. Eliminating this redundancy ensures that operational changes to processes can be implemented more efficiently.

5.15 Legal Review

Current Language:

“The City Attorney shall review all documents, contracts and legal instruments in which the City may have an interest, unless otherwise determined by the City Attorney. Equipment, materials, supplies, and service contracts bearing any special terms and conditions, other than administrative provisions, not previously approved by the City Attorney, shall be submitted for such approval and must receive approval prior to issuance. Review and approval by an attorney at TOASE or by the Deputy City Attorney shall constitute the review and approval by the City Attorney required under this Section.”

Proposed Revision:

City staff shall work with the City Attorney and the Legal Department to review and approve documents, contracts, and legal instruments in which the City may have an interest. Contracts bearing any special terms and conditions not previously approved by the City Attorney should be submitted for review and approval. Review and approval by an attorney hired by the City or by the Senior Deputy City Attorney shall constitute the review and approval by the City Attorney required under this Section.

5.16 (a)(1)(2) Signature Authority

Current Language:

(a) “Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:

(1) The City Manager has authority to execute contracts under \$50,000.

(2) The City Manager has authority to execute contracts equal to or in excess of \$50,000 if approved by City Council in the annual budget or as a city council agenda item.

(3) The Deputy/Assistant City Manager authority to execute contracts under \$25,000;”

Proposed Revision:

(a) “Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:

*(1) The City Manager has authority to execute contracts under **\$100,000**.*

*(2) The City Manager has authority to execute contracts equal to or in excess of **\$100,000** if approved by City Council in the annual budget or as a city council agenda item.*

*(3) The Deputy/Assistant City Manager authority to execute contracts under **\$50,000”***

All other thresholds remain the same.

6.0 Legal Definition

Propose to remove this section – this section only references Local Government Code and Deputy City Attorney has advised it is not necessary in this document.

7.0 Recommendation to City Council

Current Language:

“The Purchasing Division and the user department make final recommendations to City Council for awarding of contracts, in accordance with approved thresholds, for all solicitations in the stated areas of responsibility.”

Proposed Revision:

Adding the following: If the Purchasing Division and the user department decide not to proceed with a competitive solicitation, all submitted bids or proposals must be formally rejected by the City Council before the solicitation can be reissued.

8.0 Purchasing Manual

This proposed revision would streamline updates and ensure that operational changes to processes can be implemented without requiring Council authorization.

Current Language:

“The Purchasing Manual contains expanded explanation and process for accomplishing the procurement of goods and services in accordance with this policy. The Purchasing Manager maintains responsibility for updating the Purchasing Manual in accordance with the applicable state and local laws and the Purchasing Policy, as approved by City Council.”

Proposed Revision:

Rename section Purchasing Procedures

The Purchasing Procedures contain expanded explanation and processes for accomplishing the procurement of goods and services in accordance with this policy. The City Manager or designee maintains responsibility for updating the Purchasing Procedures in accordance with the applicable state and local laws and City Council Policy 36: City of Burleson Purchasing Policy.

Major Proposed Changes to Purchasing Procedures

Contract Change Order Language

Contract change order language updated to align with Local Government Code statutes.

Emergency Purchases

Authorization and document requirements clearly defined and outlined in conjunction with the updates proposed to Policy 36.

Historically Underutilized Businesses (HUB) Requirements

Updated to require a HUB search in the county where the work is being performed (Johnson or Tarrant).

Definitions Section

An extensive Definitions section has been added, providing helpful information such as alternative methods, procedural explanations, and key terminology to enhance clarity and understanding throughout the document.

Purchase Card (P-Card) Procedures

The Purchase Card Procedures will be removed from the Purchasing Procedures and established as a standalone policy in an effort to further develop operational processes and enhance procedural clarity

Alternative Methods for Construction

Procurement Method	Definition	Example Project Use Cases	City Example Project Use Cases	City of Burleson Past Projects
Best-Value Competitive Bidding	Evaluates price along with additional factors such as contractor experience, project approach, past performance, and timeline to determine the best overall value rather than just the lowest bid. Safety record may also be considered but requires adoption of written definition by the governing body.	Infrastructure improvements, road reconstruction, complex municipal facility renovations, technology system installations where both cost and quality are critical.	City of Southlake solicited for bids based on best value for their Water Distribution System Improvements (2023)	All Invitation to Bid (ITB) documents have 'best value' language built in. We are evaluating how to make this language more robust & when to include evaluation criteria in these documents.
Competitive Sealed Proposals	Evaluates price and other factors like qualifications and experience; allows negotiation	Construction of a new municipal building, technology system upgrades, complex construction renovations	City of Fort Worth issued proposals for a municipal complex renovation project (2024) City of Grapevine issued proposals for a public safety renovation (2024)	City Hall Renovation (2025) Industrial Pump Station (2025) West Side Lift Station (2024) Fire Station 1 Renovation (2024)
Construction Manager-Agent (CMA)	An agent oversees the project for the owner, with subcontractors bid separately	Renovations requiring owner oversight without a general contractor, multiple-phased capital improvement projects	Plano used CMA for a phased renovation of city facilities (2024).	No solicitations leveraging this method to date
Construction Manager-at-Risk (CMAR)	A contractor acts as both manager and constructor, guaranteeing a maximum price – Architecture/Design engagement required before soliciting for a CMAR	Building a new fire station or library, large-scale facility construction	City of Allen used the CMAR method for their library expansion project (2024)	BRiCk Renovation (2024) PD Headquarters Renovation (2023) Parks Annex Building (2022)
Design-Build	Combines design and construction into one contract with a single entity. Cities must hire an independent engineer or architect to protect their interests during execution.	Building recreational facilities, new municipal utility plants, libraries, fire & police stations	Rockwall County Annex (2023) City of Kyle Park Restrooms (2023)	Municipal Court (2016)
Job Order Contracting (JOC)	Contracts for small, recurring projects with fixed unit prices for various construction tasks	Repairs to HVAC systems in multiple city buildings, minor renovations across facilities	City of Mansfield used a JOC for routine municipal building maintenance (2024)	Current limitation of \$25,000

Next Steps

Present Council Policy & Valuation Committee's recommendation to City Council

Incorporate updates or revisions to Policy 36 based on the direction provided by Council on 2/17/2025

Request a Resolution approving amendments to City Council Policy 36 on 3/3/2025

Rework Purchasing Procedures to include Council's changes and updates to processes

Send email communication and training sign-ups to internal staff

Discussion

THE CITY OF
BURLESON



CITY COUNCIL POLICY
36
City of Burleson Purchasing Policy

Adopted date	July 2, 2018
Revised date	2025

CITY OF BURLESON PURCHASING POLICY

1.0 Governing Authority

- (a) The primary governing authority for the City of Burleson’s Purchasing Policy shall be the City’s Charter in conjunction with Local Government Code Chapter 252, “Purchasing and Contracting Authority of Municipalities.” All procurement activity shall be governed by the Purchasing Policy, in accordance with applicable state and local government codes. The Mayor and Council shall from time to time review the Purchasing Policy and the City’s resolution shall record any changes made to the Policy.
- (b) All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed \$75,000. The City Manager’s authority ~~is delegated to the Purchasing Manager,~~ may be delegated to a designee, in writing, subject to the requirements of this policy and adopted purchasing procedures. In addition, authority for the following payments is delegated to the City Manager:
- (1) Payments made pursuant to the City’s compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
 - (2) Payments to the federal government or its agencies
 - (3) Transfer payments of employee deductions or garnishments
 - (4) Health insurance claims and fees
 - (5) Other insurance premiums
 - (6) Utility bills including wholesale water and wastewater treatment

- (7) Remittance to the state of Texas
- (8) Procurement card remittance
- (9) Scheduled bond or lease payments

(c) To ensure proper oversight, all purchases and requisitions are monitored through established approval levels at all stages prior to vendor payments, ensuring compliance with purchasing procedures. For transparency, vendor payments are published on the City website, and budget-to-actual reporting is provided by the Finance Department to the Council on a monthly basis.

2.0 Purpose and Scope

The Purchasing Policy applies to the procurement activities of the City of Burleson. All procurement activities for the City shall be administered in accordance with the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

~~3.0 Objectives~~

- ~~(a) The Purchasing Division is responsible for ensuring that City departments comply with federal, state and local statutes regulating competitive sealed bids, competitive sealed proposals, professional services, high technology purchases, cooperative purchases, and emergency and sole source purchases. The Purchasing Division solicits for all competitive procurements as required by law, evaluates bids and proposals, and with the user department makes recommendations to the City Council for awarding of contracts.~~
- ~~(b) The Purchasing Division is a functional support division and should be included in all states of acquisition, through planning, ordering and receiving. Purchasing staff issues purchase orders (PO's) and bids, and/or negotiates and executes contracts to deliver goods and services in a timely manner. This is to ensure compliance with the State of Texas competitive bid statutes and the City's purchasing policies.~~
- ~~(c) The Purchasing Division is committed to providing quality service through effective teamwork and communication with City departments and vendors alike, in order to fulfill the purchasing needs of the City in a professional, responsive and timely manner in compliance with all City policies and~~

~~applicable federal, State, and local purchasing laws. Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient and equitable manner. To achieve this objective the Purchasing Division seeks to foster as much competition as possible. In doing so, the City will adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Burleson can do so. Our policy is intended to:~~

- ~~(1) Give all suppliers full, fair, prompt, and courteous consideration;~~
- ~~(2) Encourage open and fair competition;~~
- ~~(3) Solicit supplier suggestions in the determination of clear and adequate specifications and standards;~~
- ~~(4) Cooperate with suppliers and consider possible difficulties they may encounter; and~~
- ~~(5) Observe strict truthfulness and highest ethics in all transactions and correspondence.~~

~~3.1 General Duties of the Purchasing Division~~

- ~~(a) Observe and enforce the policy and these procedures outlined in the City of Burleson Purchasing Procedures Manual.~~
- ~~(b) Advise and assist in the formulation of policies and procedures connected with the purchasing activities of the City, and keep the City Manager or designee advised of such policies and procedures.~~
- ~~(c) Keep abreast of current developments in the fields of purchasing, price, market conditions and new products.~~
- ~~(d) Coordinate, organize, and assist departments in the specification writing process to ensure that specifications are written concisely and are not written in an exclusive manner.~~
- ~~(e) Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City.~~
- ~~(f) Receive, open, and evaluate competitive solicitations.~~

- ~~(g) — Act in an advisory role as a non-voting member on evaluation committees.~~
- ~~(h) — Prepare and coordinate with user departments staff reports recommending award of competitive solicitations for City Council approval.~~
- ~~(i) — Combine purchases of similar items or services possible and practical to allow for better pricing and establish a more competitive atmosphere.~~
- ~~(j) — Assist department heads in the disposition of junk and scrap material such as pallets, scrap pipe, paper products, etc.~~
- ~~(k) — Dispose of stolen, abandoned, and recovered property coming into the possession of the City.~~
- ~~(l) — Dispose of surplus City property.~~
- ~~(m) — Conduct regular training sessions for employees involved in the purchasing process.~~

4.0 — Code of Ethics

~~(a) — By participating in the procurement process, employees of the City of Burleson agree to the Employee Roles and Responsibilities as outlined in Section 13.5 of the City of Burleson Employee Handbook.~~

4.13.0 Award of Contract

- ~~(a) — The City of Burleson will award contracts based on the procurement method that staff determines to be in the best interest of the City. This determination will align with the processes and requirements outlined in Texas Local Government Code 252 or its successor statute. The City of Burleson shall award contracts based on criteria deemed in the best interest of the City~~

~~Any resulting change orders or amendments to existing agreements will follow Texas Local Government Code 252.048 or its successor statute, ensuring compliance with state requirements for changes in scope, cost, or timeline.~~

4.2 — Cooperative Purchases

- ~~(a) — Cooperative, Joint, and Piggybacking contracts are available for use through~~

- ~~signed interlocal agreements. Interlocal agreements can be signed by the City Manager. All purchases as a result of that interlocal agreement must follow council policy 36.~~
- ~~(b) Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, state contracts, piggybacking, and joint purchases.~~
- ~~(c) The Purchasing Division shall take advantage of the following types of cooperative purchases when deemed to be in the City's best interest:~~
- ~~(1) Inter-local Agreement Purchases;~~
- ~~(2) State Contract Purchases;~~
- ~~(3) Piggybacking; and~~
- ~~(4) Joint Purchases.~~
- ~~(d) Cooperative quotes that exceed \$50,000 must also be accompanied by documentation of steps taken to provide assurance that the cooperative price is competitive with current market pricing.~~

4.34.0 Emergency Purchases

- ~~(a) Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the Purchasing Division and conduct the procurement of supplies and services in accordance with the Purchasing Manual.~~
- ~~(b) The Legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(a), including but not limited to:~~
- ~~(1) A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;~~

- ~~(2) A procurement necessary to preserve or protect the public health or safety of the municipality's residents; and~~
- ~~(3) A procurement necessary because of unforeseen damage to public machinery, equipment or other property.~~

Definition and Purpose

Emergency purchases are authorized in situations where immediate procurement is necessary to protect public health, safety, or City assets. The City of Burleson adheres to Texas Local Government Code, Section 252.022(a), which permits the City to bypass standard competitive bidding in emergency circumstances. This process ensures the City can respond swiftly and effectively to unforeseen events that disrupt essential services. For the emergency procurement process, refer to the Purchasing Procedures.

Definition of a Valid Emergency Purchase

An emergency purchase is deemed valid if it meets one or more of the following criteria:

Public Calamity: An urgent need resulting from a disaster or event that requires the immediate allocation of funds to relieve a necessity for residents or protect City assets.

Health and Safety Threats: Situations requiring immediate action to protect the health or safety of the public.

Critical Asset Failure: Failures of critical City equipment or infrastructure that require swift intervention to prevent a lapse in essential services.

The City of Burleson emphasizes pre-planning to avoid "self-created emergencies" due to lack of foresight, which could unnecessarily escalate costs. In cases where unforeseen needs arise, these must be verified as emergencies by the City Manager or Purchasing Division.

Ratification by the City Council

All emergency purchases exceeding \$75,000 must be submitted for City Council ratification as soon as practicable under the Texas Open Meetings Act. The ratification process provides an opportunity to review the emergency actions taken and ensures compliance with municipal policies and transparency standards.

City Council will receive a report detailing the nature of the emergency, the items procured, costs incurred, and justification for any expedited purchasing actions taken without competitive bidding.

~~4.4 Sole Source Purchases~~

~~(a) Sole source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by local government code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the Purchasing Division in advance for review and approval. Per the local government code, items include:~~

- ~~(1) Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;~~
- ~~(2) films, manuscripts, or books;~~
- ~~(3) gas, water and other utility services;~~
- ~~(4) captive replacement parts or components for equipment;~~
- ~~(5) books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and~~
- ~~(6) Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.~~

4.55.0 Legal Review

City staff shall work with the City Attorney and the Legal Department to shall review and approve all documents, contracts and legal instruments in which the City may have an interest. , unless otherwise determined by the City Attorney. Equipment, materials, supplies, and service cContracts bearing any special terms and conditions, ~~other than administrative provisions,~~ not previously approved by the City Attorney, shall should be submitted for such review and approval. ~~and must receive approval prior to issuance.~~ Review and approval by an attorney at TOASE

or by the Deputy City Attorney shall constitute the review and approval by the City Attorney ~~required~~ under this Section.

4.66.0 Signature Authority

- (a) Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:
- (1) The City Manager has authority to execute contracts under \$~~5075~~5075,000.
 - (2) The City Manager has authority to execute contracts equal to or in excess of \$~~5075~~5075,000 if approved by City Council in the annual budget or as a city council agenda item. Including but not limited to:
 - a. Payments made pursuant to the City's compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
 - b. Payments to the federal government or its agencies
 - c. Transfer payments of employee deductions or garnishments
 - d. Health insurance claims and fees
 - e. Other insurance premiums
 - f. Utility bills including wholesale water and wastewater treatment
 - g. Remittance to the state of Texas
 - h. Procurement card remittance
 - ~~i.~~ Scheduled bond or lease payments
 - i.
 - (3) The Deputy/Assistant City Manager authority to execute contracts under \$25,000;
 - (4) The Purchasing Manager has authority to execute contracts under \$10,000;

- (5) Department Directors have authority to execute contracts under \$3,000;
- (6) The City Manager may designate in writing a city employee to sign contracts in his absence. All contracts executed under this section must be compliant with the city's purchasing policy and compliant with all retention schedules as designated by the Texas State Library and Archives Commission.

6.0 Legal Definition

~~(a) The legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022. The City of Burleson will follow this section when determining what items and services qualify for exemptions.~~

7.0 Recommendation to City Council

The Purchasing Division and the user department make final recommendations to City Council for awarding of contracts, in accordance with approved thresholds, for all solicitations in the stated areas of responsibility.

If the Purchasing Division and the user department decide not to proceed with a competitive solicitation, all submitted bids or proposals must be formally rejected by the City Council before the solicitation can be reissued.

8.0 Purchasing Manual Procedures

The Purchasing Manual Procedures contain expanded explanation and processes for accomplishing the procurement of goods and services in accordance with this policy. The City Manager or designee maintains responsibility for updating the Purchasing Manual Procedures in accordance with the applicable state and local laws and ~~the City Council Policy 36: City of Burleson Purchasing Policy, as approved by City Council.~~



CITY COUNCIL POLICY
36
City of Burleson Purchasing Policy

Adopted date	July 2, 2018
Revised date	2025

CITY OF BURLESON PURCHASING POLICY

1.0 Governing Authority

- (a) The primary governing authority for the City of Burleson’s Purchasing Policy shall be the City’s Charter in conjunction with Local Government Code Chapter 252, “Purchasing and Contracting Authority of Municipalities.” All procurement activity shall be governed by the Purchasing Policy, in accordance with applicable state and local government codes. The Mayor and Council shall from time to time review the Purchasing Policy and the City’s resolution shall record any changes made to the Policy.
- (b) All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed \$75,000. The City Manager’s authority may be delegated to a designee, in writing, subject to the requirements of this policy and adopted purchasing procedures. In addition, authority for the following payments is delegated to the City Manager:
 - (1) Payments made pursuant to the City’s compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
 - (2) Payments to the federal government or its agencies
 - (3) Transfer payments of employee deductions or garnishments
 - (4) Health insurance claims and fees
 - (5) Other insurance premiums
 - (6) Utility bills including wholesale water and wastewater treatment

- (7) Remittance to the state of Texas
 - (8) Procurement card remittance
 - (9) Scheduled bond or lease payments
- (c) To ensure proper oversight, all purchases and requisitions are monitored through established approval levels at all stages prior to vendor payments, ensuring compliance with purchasing procedures. For transparency, vendor payments are published on the City website, and budget-to-actual reporting is provided by the Finance Department to the Council on a monthly basis.

2.0 Purpose and Scope

The Purchasing Policy applies to the procurement activities of the City of Burleson. All procurement activities for the City shall be administered in accordance with the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

By participating in the procurement process, employees of the City of Burleson agree to the Employee Roles and Responsibilities as outlined in Section 13.5 of the City of Burleson Employee Handbook.

3.0 Award of Contract

The City of Burleson will award contracts based on the procurement method that staff determines to be in the best interest of the City. This determination will align with the processes and requirements outlined in Texas Local Government Code 252 or its successor statute.

Any resulting change orders or amendments to existing agreements will follow Texas Local Government Code 252.048 or its successor statute, ensuring compliance with state requirements for changes in scope, cost, or timeline.

4.0 Emergency Purchases

Definition and Purpose

Emergency purchases are authorized in situations where immediate procurement is necessary to protect public health, safety, or City assets. The City of Burleson

adheres to Texas Local Government Code, Section 252.022(a), which permits the City to bypass standard competitive bidding in emergency circumstances. This process ensures the City can respond swiftly and effectively to unforeseen events that disrupt essential services. For the emergency procurement process, refer to the Purchasing Procedures.

Definition of a Valid Emergency Purchase

An emergency purchase is deemed valid if it meets one or more of the following criteria:

Public Calamity: An urgent need resulting from a disaster or event that requires the immediate allocation of funds to relieve a necessity for residents or protect City assets.

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Critical Asset Failure: Failures of critical City equipment or infrastructure that require swift intervention to prevent a lapse in essential services.

The City of Burleson emphasizes pre-planning to avoid “self-created emergencies” due to lack of foresight, which could unnecessarily escalate costs. In cases where unforeseen needs arise, these must be verified as emergencies by the City Manager or Purchasing Division.

Ratification by the City Council

All emergency purchases exceeding \$75,000 must be submitted for City Council ratification as soon as practicable under the Texas Open Meetings Act. The ratification process provides an opportunity to review the emergency actions taken and ensures compliance with municipal policies and transparency standards.

City Council will receive a report detailing the nature of the emergency, the items procured, costs incurred, and justification for any expedited purchasing actions taken without competitive bidding.

5.0 Legal Review

City staff shall work with the City Attorney and the Legal Department to review and approve documents, contracts and legal instruments in which the City may

Page 3 of 5

have an interest. Contracts bearing any special terms and conditions not previously approved by the City Attorney should be submitted for review and approval. Review and approval by an attorney at TOASE or by the Deputy City Attorney shall constitute the review and approval by the City Attorney under this Section.

6.0 Signature Authority

- (a) Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:
 - (1) The City Manager has authority to execute contracts under \$75,000.
 - (2) The City Manager has authority to execute contracts equal to or in excess of \$75,000 if approved by City Council in the annual budget or as a city council agenda item. Including but not limited to:
 - a. Payments made pursuant to the City's compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
 - b. Payments to the federal government or its agencies
 - c. Transfer payments of employee deductions or garnishments
 - d. Health insurance claims and fees
 - e. Other insurance premiums
 - f. Utility bills including wholesale water and wastewater treatment
 - g. Remittance to the state of Texas
 - h. Procurement card remittance
 - i. Scheduled bond or lease payments
 - (3) The Deputy/Assistant City Manager authority to execute contracts under \$25,000;
 - (4) The Purchasing Manager has authority to execute contracts under \$10,000;

- (5) Department Directors have authority to execute contracts under \$3,000;
- (6) The City Manager may designate in writing a city employee to sign contracts in his absence. All contracts executed under this section must be compliant with the city's purchasing policy and compliant with all retention schedules as designated by the Texas State Library and Archives Commission.

7.0 Recommendation to City Council

The Purchasing Division and the user department make final recommendations to City Council for awarding of contracts, in accordance with approved thresholds, for all solicitations in the stated areas of responsibility.

If the Purchasing Division and the user department decide not to proceed with a competitive solicitation, all submitted bids or proposals must be formally rejected by the City Council before the solicitation can be reissued.

8.0 Purchasing Procedures

The Purchasing Procedures contain expanded explanation and processes for accomplishing the procurement of goods and services in accordance with this policy. The City Manager or designee maintains responsibility for updating the Purchasing Procedures in accordance with the applicable state and local laws and City Council Policy 36: City of Burleson Purchasing Policy.

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: February 17, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the Police Headquarters renovation and construction project. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The renovation and construction of the Police Headquarters was approved by the voters in 2022. This item is to provide and update on the progress of the project and provide next steps.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837