THE CITY OF BURLESON TEXAS

City Council
City Council Regular Meeting Agenda

Monday, July 21, 2025
5:30 PM

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

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

1. CALL TO ORDER

Invocation - Mayor Chris Fletcher

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

-Adoptable Shelter Pet. *(Staff Contact: DeAnna Phillips, Director of Community Services)*

-Receive a report to recognize the communications and police departments for state-wide marketing awards. *(Staff Contact: DeAnna Phillips, Director of Community Services)*

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

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 June 16, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

B. Consider and take possible action on minute order ratifying the Burleson 4A Corporation Board Resolution approving a real estate contract for the purchase of real property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (*Staff Contact*: *Alex Philips, Director of Economic Development)*

C. Consider and take possible action on a minute order ratifying the Economic Development Corporation 4A on a resolution updating the approved budget for Fiscal Year 2024-2025 (Resolution #4A06162025AmendAnnualBudget). (*Staff Contact: Kevin Hennessey, Interim Director of Finance*)

D. Consider and take possible action on a minute order ratifying the Community Service Development Corporation 4B on a resolution updating the approved budget for Fiscal Year 2024-2025 (Resolution #4B06162025AmendAnnualBudget). *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

E. Consider and take possible action on a Local Transportation Project Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the review of a traffic engineering study for the Lakewood Drive Extension project. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

F. Consider and take possible action on an Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor) for public improvements within the Mountain Valley, Tract B residential development. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

G. Consider and take possible action on the First Amendment to the Professional Services Agreement (CSO#5065-04-2023) with Stantec Consulting Services Inc. for the Town Creek

Basin Parallel Sewer Interceptor Project in the amount of $143,540.00, for a total contract amount of $2,462,476.31. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

H. Consider and take possible action on a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Village Creek Basin 12-inch Wastewater Replacement Project in the amount of $239,842. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

I. Consider and take possible action on a Second Amendment to the 380 and Development Agreement for Public and Private Improvements in the Reinvestment Zone Number Two, City of Burleson Between the City of Burleson and Depot on Main Holdings, LLC (CSO#543-11-2016). (*Staff Contact: Alex Philips, Economic Development Director*)

J. Consider and take possible action on a Public Access and Trail Easement between Depot on Main Holdings, LLC and The City of Burleson for the public access and maintenance of improvements related to the Depot on Main development at 125 N Main Street. *(Staff Contact: Alex Philips, Economic Development Director)*

K. Consider and take possible action on a resolution supporting entering into the First Amendment to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) and authorize the City Manager to sign on behalf of the City. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

L. Consider and take possible action on a resolution authorizing a supplemental agreement to the multiple use agreement with the Texas Department of Transportation (TXDOT) allowing for the installation of two additional Flock Automatic License Plater Readers within TXDOT right-of-way. *(Staff Contact: Billy J. Cordell, Chief of Police)*

M. Consider and take possible action on a Cooperative Purchasing Agreement with Holt Caterpillar through the Sourcewell Cooperative (Contract # 020223) for purchase of a backhoe loader and mini-excavator in the amount of $282,795. *(Staff Contact: Errick Thompson, Director of Public Works)*

N. Consider and take possible action on a Cooperative Purchasing Agreement with Sames Auto Group through the TIPS Cooperative (Contract # 240901) for purchase of four (4) replacement vehicles in the amount of $339,517. *(Staff Contact: Errick Thompson, Director of Public Works)*

O. Consider and take possible action on a Cooperative Purchasing Agreement with Rush Truck Centers through the BuyBoard Cooperative (Contract #724-23 and #723-23) for purchase of 11 replacement vehicles in the amount of $798,943.95. *(Staff Contact: Errick Thompson, Director of Public Works)*

P. Consider and take possible action on a Cooperative Purchasing Agreement with TYMCO, Inc. through the HGACBuy Cooperative (Contract # SW04-20) for purchase of a street sweeper replacement in the amount of $344,575. *(Staff Contact: Errick Thompson, Director of Public Works)*

Q. Consider and take possible action on a Cooperative Purchasing Agreement with Bobcat of North Texas through the Sourcewell Cooperative (Contract # 020223-CEC) for purchase of a compact

excavator in the amount of $118,627.42. *(Staff Contact: Errick Thompson, Director of Public Works)*

R. Consider and take possible action on a Cooperative Purchasing Agreement with Bane Machinery DBA Tiger Corporation, Inc. through the BuyBoard Cooperative (Contract # 706-23) for purchase of a boom mower in the amount of $189,099.10. *(Staff Contact: Errick Thompson, Director of Public Works)*

S. Consider and take possible action on a resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change to permit time to study the request and establish reasonable rates, and approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

T. Consider and take possible action on a fixed property damage release with Joe Moseley and Progressive County Mutual Insurance Company in Progressive Claim No. 24-5382853. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

U. Consider and take possible action on an ordinance approving a real estate contract for the purchase of real property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (First Reading) (*Staff Contact*: *Alex Philips, Director of Economic Development)*

6. ETJ RELEASE

A. ETJ Release Petition for 1700 Tarver RD (Case 25-176): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 27 acres of land addressed as 1700 Tarver RD. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

7. DEVELOPMENT APPLICATIONS

A. 1679 SW Wilshire (Case 25-128): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "GR, General Retail", to "GR, General Retail" with a Specific Use Permit for a Liquor Store". *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)*

B. The Phobia Project at 138 N. Wilson Street, Ste. A (Case 25-145): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "C" Commercial, to "C" Commercial with a Specific Use Permit for indoor commercial amusement as an escape room. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)*

8. GENERAL

A. Hold a public hearing and consider an ordinance renaming a portion of CR 1016, between CR 1016B and CR 914, to Chisholm Summit Boulevard. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director*

B. Hold a public hearing and consider an ordinance renaming that portion of CR 914, located between CR 1020 and CR 1016, to Lakewood Drive and designating the roadway extension from CR 1016 to FM 1902, as Lakewood Drive. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director)*

C. Consider the use of eminent domain to condemn property and consider Resolution No. CSO # 5842-07-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for drainage and roadway improvements as part of the Hooper Business Park drainage improvements and realignment of County Road 1019 project, to serve existing and new development in the City. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

D. Consider and take possible action on an ordinance establishing a 30 mile per hour speed limit along CR 914 between CR 1021 and 155 feet north of CR 914A; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading) *(Staff Contact: Errick Thompson, Director of Public Works)*

E. Consider and take possible action on an ordinance establishing a 30 mile per hour speed limit along the city portions of CR 714 between FM 731 and Hidden Creek Parkway; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading) *(Staff Contact: Errick Thompson, Director of Public Works)*

F. Consider approval of ordinance amending the City budget (CSO#5560-09-2024) for Fiscal Year 2024-2025 by increasing appropriations to various funds to accommodate operating and capital needs; and find time is of the essence. (First and Final Reading) (*Staff Contact: Kevin Hennessey, Interim Director of Finance)*

9. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction regarding the Wicker Hill Road and Greenridge Drive Improvements. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

B. Receive a report, hold a discussion, and provide staff direction on updates identified for the 2025-2026 fiscal year employee handbook. *(Staff Contact: Cheryl Marthiljohni, Director of Human Resources)*

C. Receive a report, hold a discussion, and provide staff direction on the proposed fee changes for the FY25-26 budget. *(Staff Contact: Dylan Whitehead, Deputy Director of Development Services / Building Official)*

D. Receive a report, hold a discussion, and provide staff direction on Fire Billing Services. *(Staff Contact: Casey Davis, Fire Chief)*

E. Receive a report, hold a discussion, and provide staff direction on the FY 2025-2026 budget supplemental requests, five-year fund forecast, and receive additional direction from City Council regarding the annual budget for fiscal year 2025-2026. (Staff Contact: *Tommy Ludwig, City Manager*)

F. Receive a report, hold a discussion, and give staff direction on amendments to Council Policy #40 and various chapters in the Code of Ordinances concerning boards, commissions, and committees. *(Staff Contact: Amanda Campos, City Secretary)*

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

-Receive a report and hold a discussion regarding the Americans with Disabilities Act and the City's facilities, programs, and services

-Receive a report and hold a discussion regarding the contract with the Burleson Independent Soccer Association for the operation of soccer leagues and tournaments at Bartlett Park

-Receive a report and hold a discussion regarding the contract with the Burleson Youth Association for the operation of baseball leagues and tournaments at Chisenhall Park

-Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of drainage and roadway improvements as part of the Hooper Business Park Drainage Improvements and Realignment of County Road 1019 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

-Real property commonly known as the West Building, 114 W Ellison St and 101 S Wilson St in Burleson, Johnson County, Texas

-Real property commonly known as 112 SE Gardens Blvd in Burleson, Johnson County, Texas, being approximately 2.45 acres of undeveloped land near the intersection of SW Johnson Ave and SE Gardens Blvd

-Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of drainage and roadway improvements as part of the Hooper Business Park Drainage Improvements and Realignment of County Road 1019 Project to serve existing and new development in the City

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 Bonus

-Project Boost

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the **15th of July 2025, by 5:30 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Monica Solko, Deputy City Secretary**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on the minutes from the June 16, 2025 regular council meeting. *(Staff contact: Monica Solko, Deputy City Secretary)*

SUMMARY:

The City Council duly and legally met on June 16, 2025 for a regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Monica Solko TRMC
Deputy City Secretary
msolko@burlesontx.com
817-426-9682

BURLESON CITY COUNCIL REGULAR MEETING
JUNE 16, 2025
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:
Victoria Johnson

Staff present
Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretar2
Allen Taylor, City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER - Time 5:30 p.m.

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

Invocation – Chris Wigley, Pastor, First 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

- Present the completed *Color Your World* Community Quilt *(Presenter: Jen Basham, Director of Parks & Recreation)*

- Present a Unit Citation to Fire and Police personnel in recognition of their service above and beyond the call of duty. *(Presenter: Casey Davis, Fire Chief)*

C. Community Interest Items

- Sorry for the loss of your father to the previous speaker and thank you to our Public Safety team. Unit 16 helped my mother-in-law today. I am very proud of our public safety - police, fire, and communication. These good news stories would not be possible without our excellent public safety.
- Congratulations to Victoria Johnson who was named the North Central Texas Council of Government (NCTCOG) Executive Board President.
- Congratulation and welcome to the new Police Officer Ian Kitzman.

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.

- Items 6P and 6S.

4. CITIZEN APPEARANCES

- Helen Kerwin, Texas Representative, came forward and gave an 89th Legislative session update.

6. CONSENT AGENDA - ITEMS REMOVED

P. CSO#5833-06-2025, resolution awarding FY 2026 Hotel Occupancy Tax funds to tourism activities. *(Staff Contact: Alex Philips, Economic Development Director)*

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

Motion passed 6-0, with Victoria Johnson absent.

S. CSO#5836-06-2025, donation from James Bennett for the placement of a memorial bench in Old Town Burleson in honor of Brandon Bennett. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

Motion made by Adam Russell and seconded by Alexa Boedeker to accept the donation.

Motion passed 6-0, with Victoria Johnson absent.

5. 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.

- **Pursuant to Section 551.071, Section 551.072, Section 551.073, Section 551.074, Section 551.076, and Section 551.087, Texas Government Code** *(details under Item 10, Recess into Executive Session below)*.

Motion was made by Dan McClendon and seconded by Adam Russell to convene into executive session. **Time: 6:06 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Dan McClendon and seconded by Alexa Boedeker to reconvene into open session. **Time: 7:55 p.m**.

Motion passed 6-0, with Victoria Johnson absent.

6. CONSENT AGENDA

A. Minutes from the June 2, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

B. CSO#5819-06-2025, amendments to City Council Policy #32, Financial Policy, and City Council Policy #41, Debt Management Policy. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

C. CSO#5820-06-2025, resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

D. CSO#5821-06-2025, resolution on a calendar regarding the adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that does not exceed the voter-approval rate. (Staff Contact: Harlan Jefferson, Deputy City Manager)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

E. CSO#5822-06-2025, two-year professional service agreement extension in the amount of $115,000 with Valley View Consulting, L.L.C. for Investment Advisory Services. (*Staff Contact: Harlan Jefferson, Deputy City Manager)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

F. CSO#5823-06-2025, resolution authorizing the application for the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

G. CSO#5824-06-2025, Community Facilities Contract (CFC) with Burleson Independent School District (BISD) for public improvements at Mound Elementary. *(Staff Contact: Michelle McCullough, Development Services Deputy Director/City Engineer)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

H. CSO#5825-06-2025, resolution accepting the current 70% Cost of Living Adjustment (COLA) with the retroactive calculation for the city's Texas Municipal Retirement System (TMRS) plan provision. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

I. CSO#5826-06-2025, five-year Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville for retail fuel purchases through Omnia Partners (Contract #159331) in the amount of $500,000. *(Staff Contact: Errick Thompson, Director of Public Works*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

J. CSO#5827-06-2025, five-year agreement with Mansfield Oil Company of Gainesville to purchase motor fuels through an Inter-local Purchasing

Agreement with the City of Fort Worth in the amount of $2,000,000. *(Staff Contact: Errick Thompson, Director of Public Works*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

K. CSO#5828-06-2025, resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

L. CSO#5829-06-2025, resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool). *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

M. CSO#5830-06-2025, five-year contract with CentralSquare Technologies for OSSI Cloud to upgrade our Computer Aided Dispatch software from on-prem to a cloud hosted solution through a cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) in the amount of $1,993,980.08. *(Staff Contact: James Grommersch, Chief Technology Officer)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

N. CSO#5831-06-2025, reimbursement agreement for the Chisholm Summit Public Improvement District (PID). *(Staff Contact: Tony McIlwain, Development Services Director)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

O. CSO#5832-06-2025, minute order accepting the bid from the Burleson 4A Economic Development Corporation in response to RFP 2025-003 for the sale of real property located at 114 W. Ellison Street. *(Staff Contact: Alex Philips, Director of Economic Development)*

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

P. CSO#5833-06-2025, resolution awarding FY 2026 Hotel Occupancy Tax funds to tourism activities. *(Staff Contact: Alex Philips, Economic Development Director)*

Item 6P was removed from the consent agenda and voted on prior to Section 5 Executive Session above.

Q. CSO#5834-06-2025, minute order ratifying the Economic Development Corporation 4A amendment to Resolution 4A11182024AmendAnnualBudget by amending the Capital Improvement Plan. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

R. CSO#5835-06-2025, minute order ratifying the Community Service Development Corporation 4B amendment to Resolution 4B11182024AmendAnnualBudget by amending the Capital Improvement Plan. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

S. CSO#5836-06-2025, donation from James Bennett for the placement of a memorial bench in Old Town Burleson in honor of Brandon Bennett. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

Item 6S was removed from the consent agenda and voted on prior to Section 5 Executive Session above.

7. GENERAL

A. CSO#5837-06-2025, resolution amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2025-2029 (CSO#5673-11-2024). *(Staff Contact: Eric Oscarson, Deputy City Manager)*

Eric Oscarson, Deputy City Manager, presented a resolution to the city council.

Motion made by Larry Scott and seconded by Alexa Boedeker to approve.

Motion passed 6-0, with Victoria Johnson absent.

B. CSO#5838-06-2025, resolution of the City Council of the City of Burleson, Texas, directing publication of notice of intentions to issue combination tax and revenue certificates of obligation; and resolving other matters relating to the subject. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

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

Notice of Intent Summary:

- Notice to issue Certificate of Obligation bonds not to exceed $45,260,000
  - $ 21,516,341 General Government COs
  - $ 9,927,930 Water and Sewer COs
  - $ 5,401,277 4A Economic Development Corporation COs
  - $ 7,903,232 4B Community Service Corporation COs
  - $ 506,578 TIF #2 COs
- On August 4, 2025, staff will present an ordinance authorizing the issuance of the Certificates of Obligation Bonds.
- Staff will also present an ordinance authorizing the issuance of General Obligation Bonds for $8,396,260.
- The General Obligation Bond program was approved by voters on May 7, 2022.
- The proposed amounts for debt issuance will be rounded to the nearest $5,000.
- Parameters Ordinance authorizes issuance of municipal bonds and delegates authority to finalize details within specified parameters.

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

Motion passed 6-0, with Victoria Johnson absent.

The city council was also interested in a parameter's ordinance. Staff will present the ordinance at a later date.

C. CSO#5839-06-2025, Professional Services Agreement with Freese & Nichols, Inc. (FNI) for schematic design phase services in conjunction with Alsbury Boulevard - Phase 3 (from Prairie Grove Lane to CR914) in the amount of $1,645,000 (Project ST2301). *(Staff Contact: Travis N. Attanasio, PE, Senior Capital Engineer)*

Travis Attanasio, Senior Capital Engineer, presented a service agreement to the city council.

Motion made by Dan McClendon and seconded by Larry Scott to approve.

Motion passed 6-0, with Victoria Johnson absent.

D. CSO#5840-06-2025, contract with Klutz Construction LLC for construction services on the SW Alsbury Boulevard from CR 1020 to CR 920 (ITB 2025-013), with Bid Alternative 1, in the amount of $7,100,389.90, with a project

contingency of $710,038.99, for a total amount of $7,810,428.89 (Project ST2202). *(Staff Contact: Travis N. Attanasio, PE, Senior Capital Engineer)*

Travis Attanasio, Senior Capital Engineer, presented a contract to the city council.

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

Motion passed 6-0, with Victoria Johnson absent.

E. CSO#5841-06-2025, development agreement with Phelps Real Estate III, LLC, RPO Properties, L.P., and an associated ETJ development project (*Staff Contact: Tony D. McIlwain, Development Services Director*)

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

Motion made by Larry Scott and seconded by Phil Anderson to approve.

Motion passed 6-0, with Victoria Johnson absent.

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff direction regarding the vision for Hidden Creek Golf Course. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

Jen Basham, Director of Parks and Recreation, reported on the vision for Hidden Creek Golf Course to the city council. Presentation included a timeline of course improvements, revenues (FY2010-2024), course comparison, current maintenance, proposed maintenance, autonomous mowers, additional amenities opportunities (restaurant expansion, mid-course concessions, player development/learning center, short Par 3 course), adjusting tee time pricing, and potential revenue projections.

After a brief discussion and questions by council regarding the dynamic pricing, robot mowers, potential additional bathroom, irrigation and a quality restaurant to match the premiere course. The council liked the vision presented.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 9:06 p.m. and called the meeting back to order at 9:12 p.m. with all members present.

B. Receive a report, hold a discussion, and provide staff direction regarding the five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030. *(Staff Contact: Eric Oscarson, Deputy City Manager)*

Eric Oscarson, Deputy City Manager, reported on the five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030 to the city council.

Wicker Hill and Greenridge Reconstruction Project:

- Proceed with the current CIP, excluding Wicker Hill and Greenridge Reconstruction Project; or
- Add the Wicker Hill and Greenridge Reconstruction Project back into the CIP (Design and ROW in FY26 and Construction in FY27), which would require an additional estimated $0.010 increase to the tax rate; or
- Add the Wicker Hill and Greenridge Reconstruction Project and move a portion (roughly $6.8 Million) of the Hulen Widening to 4A, since it is eligible.

The council requested the item go before the Finance Committee for discussion then bring back to the council with options, pricing with additional details versus the improvements.

C. Receive a report, hold a discussion, and provide staff direction regarding Fiscal Year (FY) 2025-2026 Compensation and Benefits. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

Cheryl Marthiljohni, Director of Human Resources, presented the FY 2025-2026 Compensation and Benefits to the city council.

FY26 City Wide Totals:

	Proposal A*	Proposal B	Proposal C
General Population	$979,374.16	$979,374.16	$979,374.16
Police Step	$332,203.94	$376,615.85	$787,504.17
Fire Step	$247,165.64	$381,169.54	$488,956.54
TOTALS	**$1.56MM**	**$1.73MM**	**$2.26MM**

	Proposal A	Proposal B	Proposal C
General Fund Impact →	$1.21MM	$1.38MM	$1.90MM

*Proposal A is based on a 12-month estimated amount for FY26

The council was in favor but requested the item go before the Finance Committee for discussion before bringing it back to the council.

D. Receive a report, hold a discussion, and provide staff direction regarding the 5-year forecast for the General Debt Service Fund, Health Insurance Fund, IT Support Service Fund, Medical Transport Fund, American Rescue Plan Act Fund, Hotel/Motel Fund, Public Education Government Fund, Municipal Court Funds, Solid Waste Fund, Cemetery Operating Fund, Cemetery Endowment Fund, Equipment Replacement Fund, and Equipment Services Fund. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Harlan Jefferson, Deputy City Manager, presented the 5-year forecast for the General Debt Service Fund, Health Insurance Fund, IT Support Service Fund, Medical Transport Fund, American Rescue Plan Act Fund, Hotel/Motel Fund, Public Education Government Fund, Municipal Court Funds, Solid Waste Fund, Cemetery Operating

Fund, Cemetery Endowment Fund, Equipment Replacement Fund, and Equipment Services Fund to the city council.

The city council was in favor of the item.

9. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

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

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

- Receive a report and hold a discussion regarding the Texas Property Code and the City's ad valorem tax collection policies, practices, and procedures
- Receive a report and hold a discussion regarding interlocal agreements forming the Johnson County Public Safety Consortium with the cities of Alvarado, Cleburne, Grandview, Joshua, Keene, and Venus, and Johnson County and Johnson County ESD #1
- Receive a report and hold a discussion regarding the contract with the Burleson Independent Soccer Association for the operation of soccer leagues and tournaments at Bartlett Park
- Receive a report and hold a discussion regarding the contract with the Burleson Youth Association for the operation of baseball leagues and tournaments at Chisenhall Park
- Receive a report and hold a discussion regarding the Texas Alcoholic Beverage Code and the City of Burleson's Zoning Ordinance
- Receive a report and hold a discussion regarding Texas Local Government Code Chapter 394, H.B. 21 (2025), and Pecos Housing Finance Corporation ownership of Shannon Creek Apartment Complex
- Receive a report and hold a discussion regarding Texas Local Government Code Chapter 43, S.B. 1844 (2025), and the city's annexation agreements and services plans
- Receive a report and hold a discussion regarding Texas Tax Code Chapters 6, 23 and 25, S.B. 973 (2025), and the frequency of property appraisal by appraisal districts

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

- Real property commonly known as the West Building, 114 W Ellison St and 101 S Wilson St in Burleson, Johnson County, Texas

C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073

D. Personnel Matters Pursuant to Section 551.074, Texas Government Code

- Hold a discussion and conduct an evaluation of the City Manager, including considering and taking possible action on an amended employment agreement
- Hold a discussion and conduct an evaluation of the City Secretary, including considering and taking possible action on an amended employment agreement

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

- Receive a report and hold a discussion regarding an informal security audit of public safety software

F. 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 Broaden
- Project Bolts
- Project Jump

Motion was made by Dan McClendon and seconded by Adam Russell to convene into executive session. **Time: 10:35 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Adam Russell and seconded by Dan McClendon to reconvene into open session. **Time: 11:23 p.m**.

Motion passed 6-0, with Victoria Johnson absent.

EXECUTIVE SESSION ACTION

D. Personnel Matters Pursuant to Section 551.074, Texas Government Code - Hold a discussion and conduct an evaluation of the City Secretary, including considering and taking possible action on an amended employment agreement

Motion was made by Alexa Boedeker and seconded by Larry Scott to approve an amended contract with the City Secretary.

Motion passed 6-0, with Victoria Johnson absent.

EXECUTIVE SESSION ACTION

D. Personnel Matters Pursuant to Section 551.074, Texas Government Code -Hold a discussion and conduct an evaluation of the City Manager, including considering and taking possible action on an amended employment agreement

Motion was made by Alexa Boedeker and seconded by Dan McClendon to approve an amended contract with the City Manager.

Motion passed 6-0, with Victoria Johnson absent.

11. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 11:24 p.m.

_____

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: **Economic Development**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on minute order ratifying the Burleson 4A Corporation Board Resolution approving a real estate contract for the purchase of real property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (*Staff Contact*: *Alex Philips, Director of Economic Development)*

SUMMARY:

On March 7, 2025, the City of Burleson released a Request for Proposals (RFP) 2025-002 to solicit offers to purchase real property, 114 West Ellison Street. The parcel is located in Old Town at the corner of Ellison and Wilson streets, and is currently vacant.

The RFP outlined preferred criteria; uses to include a mix of ground floor destination retail/restaurant and second floor office, incorporate existing historical Old Town architecture, tie in to district walkability, and a 32-foot height restriction. The RFP also included a minimum bid of the property at $1.1 million dollars, and requires that the development agreement include a waiver in favor of the City as it relates to building products, materials, and methods under Texas Gov't Code Ch. 3000.

The EDC's proposal meets all criteria, includes a $1.1 million dollar bid and proposes razing the existing building. The development concept plan proposes a 10,000 square foot, two story building consisting of Class A office space above retail, restaurants and other commercial uses. The EDC will recruit Corporate or Regional headquarters for office users.

RECOMMENDATION:

Staff recommends approval

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

Burleson 4A and City Council approved the bid on June 16, 2025.

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: $1.1M
Account Number(s): 2014201-70001
Fund:4A Fund
Account Description: Land

STAFF CONTACT:

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

RFP 2025-003 Sale of Real Property 114 West Ellison Street

BURLESON CITY COUNCIL

JULY 21, 2025

Request for Proposals

- Released March 7, 2025
- 114 W. Ellison St.
- Minimum bid of $1.1M
- Building is currently vacant
- Preferred development scenario
  - Ground floor retail
  - Second floor office
  - 32’ maximum height
  - Incorporate Old Town architecture, and walkability
- Requires that the development agreement include a waiver in favor of the City for building products, materials and methods under Texas Gov’t Code Ch. 3000

Submission

- Sole submission is from Burleson 4A Economic Development Corp. (EDC)
- $1.1M bid
- Raze existing building
- Concept plan includes:
  - 10,000 square feet
  - 5,000 square feet, ground floor retail
  - 5,000 square feet, second floor office
  - Enhanced public parking, landscape and walkability
- The EDC will recruit corporate or regional headquarters for office users

Project Details

- Purchase price of $1.1M
- Closing on or before September 25, 2025
- EDC will take immediate ownership and begin plans to raze the building, create a marketing package and actively recruit a corporate or regional headquarters office user in FY 2026

Requested Action

- Approve the minute order ratifying the resolution for the Real Estate Contract for the purchase of real property located at 114 W. Ellison St in the amount of $1.1M.

Questions / Comments

Alex Philips
Director of Economic Development
aphilips@burlesontx.com
817-426-9638

City Council Regular Meeting

DEPARTMENT: **Finance Department**

FROM: **Kevin Hennessey, Interim Director of Finance**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a minute order ratifying the Community Service Development Corporation 4B on a resolution updating the approved budget for Fiscal Year 2024-2025 (Resolution #4B06162025AmendAnnualBudget). (Staff Contact: Kevin Hennessey, Interim Director of Finance)

SUMMARY:

The 4B Corporation approved their annual budget on August 19, 2024 via Resolution 4B081924AnnualBudget. On September 3, 2024, the Council ratified the 4B budget and approved the final reading of the City's FY 2024-2025 annual budget and capital improvement plan (CIP). Since adopting the budget, staff has prepared recommended updates to the budget for Board approval.

RECOMMENDATION:

Staff recommends approval of the minute order ratifying the 4B Corporation action.

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

The 4B Corporation approved their annual budget on August 19, 2024 via Resolution 4A081924AnnualBudget.

On September 9, 2024, the Council approved the final reading of the City's FY 2024-2025 annual budget.

On November 18, 2024, the Council approved an amendment to the City's FY 2024-2025 annual budget.

REFERENCE:

Resolution 4B06162025AmendAnnualBudget

FISCAL IMPACT:

Fund		Fiscal Year 2024-2025 Total Impact
Park Performance Fund	$	305,422.00
Total Impact	**$**	**305,422.00**

STAFF CONTACT:

Kevin Hennessey
Interim Director of Finance
khennessey@burlesontx.com
817-426-9648

City Council Regular Meeting

DEPARTMENT: **Development Services**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Local Transportation Project Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the review of a traffic engineering study for the Lakewood Drive Extension project. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

SUMMARY:

On March 20, 2023, the City Council approved a professional services agreement with Kimley-Horn and Associates, Inc. (KH) to design the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway, providing a direct connection from the tollway to the business park, master-planned community and points to the east. Since FM 1902 and Chisholm Trail Parkway (CTP) are TxDOT and North Texas Tollway Authority (NTTA) roadways, respectively, the design of the improvements must be to TxDOT standards, including environmental clearance, to be eligible for future federal funding.

This item includes the approval of a resolution authorizing the execution of an AFA with TxDOT for reviewing a traffic engineering study for the Lakewood Drive Extension project. This project involves the design of the Lakewood extension from the connection of FM 1902 to Chisholm Trail Parkway. The traffic study indicated over twenty thousand vehicles per day at full buildout of the surrounding area. Extending Lakewood Drive as the main thoroughfare will improve overall efficiency and mobility as development progresses. Staff will bring additional AFAs for consideration related to the detailed design and construction of the roadway in the future.

RECOMMENDATION:

Approve a Local Transportation Project Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the review of a traffic engineering study for the Lakewood Drive Extension project.

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

March 20, 2023

- 4A Economic Development Board approved a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.
- City Council approved a minute order ratifying the 4A Economic Development Board's action approving a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.
- City Council approved a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.

December 9, 2024

- 4A Economic Development Board approved an amendment to the professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.
- City Council approved a minute order ratifying the 4A Economic Development Board's action approving an amendment to the professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.
- City Council approved an amendment to the professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.

REFERENCE:

CSO#504-03-2023 – Lakewood Extension Design Contract

FISCAL IMPACT:

N/A – TxDOT waived indirect and direct expenses.

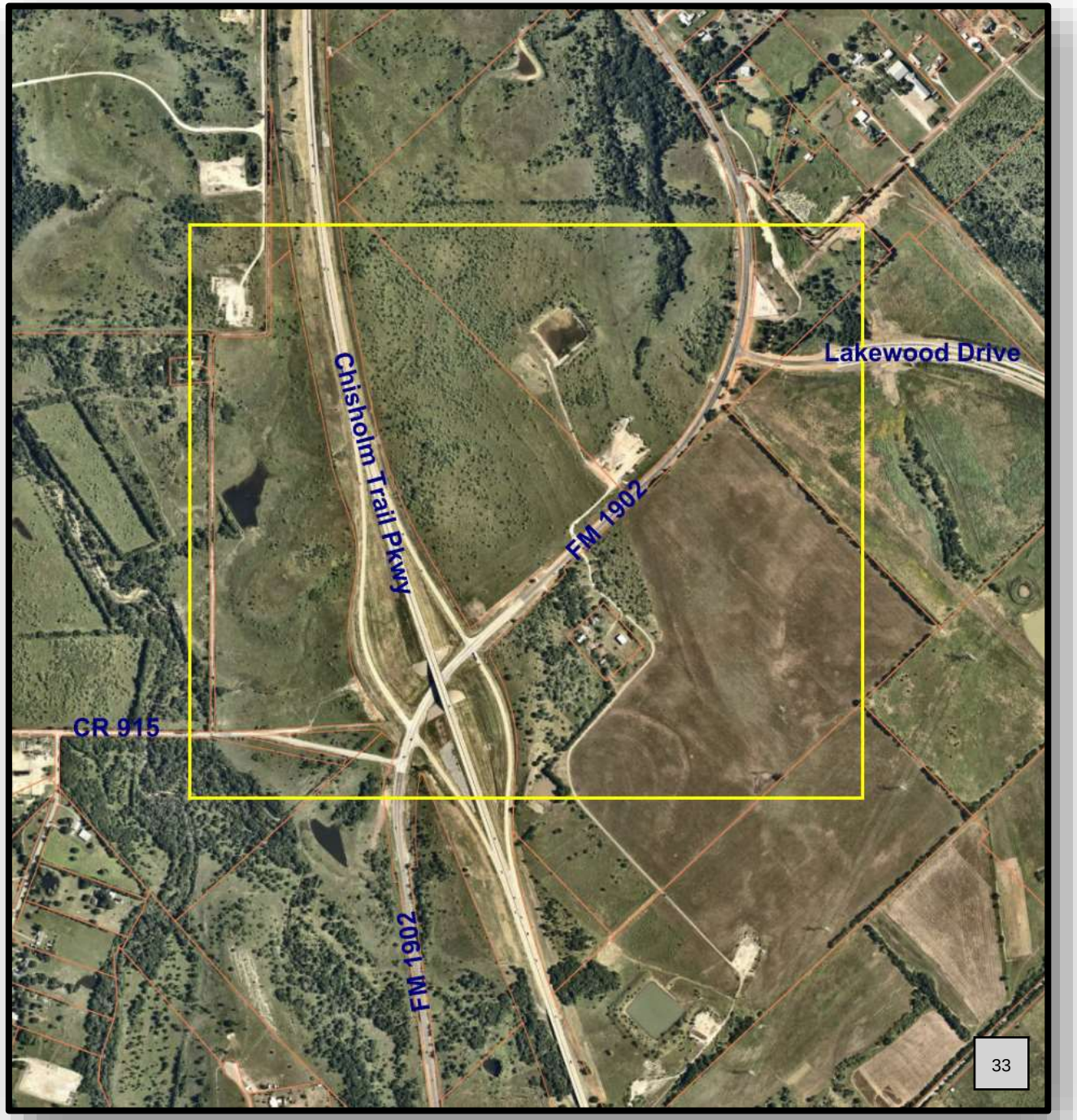
STAFF CONTACT:

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

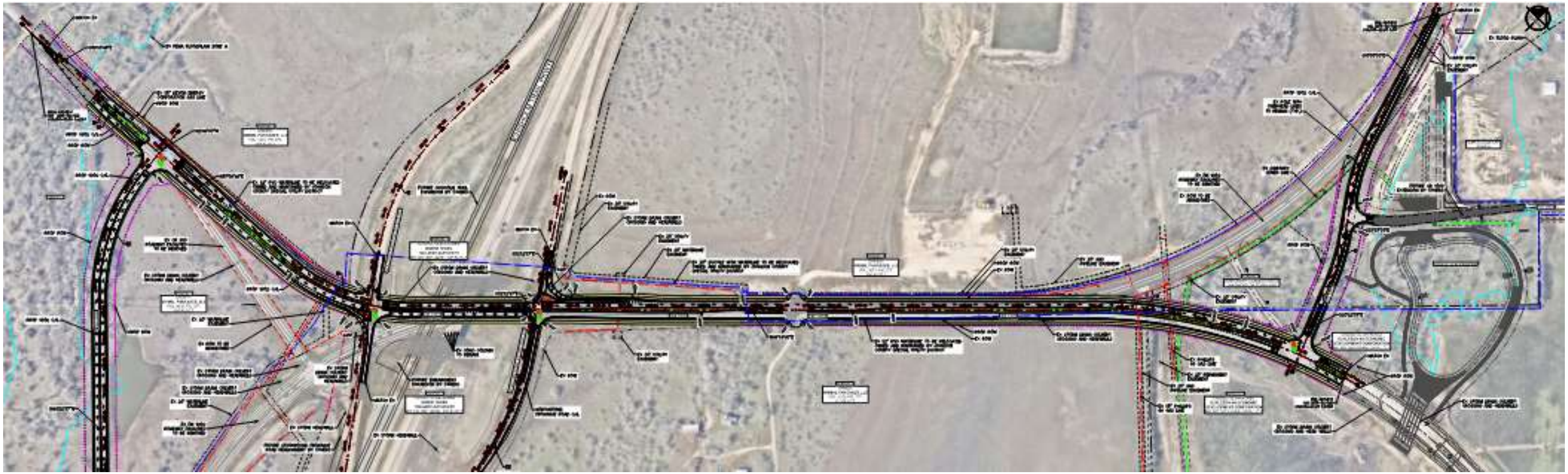
Advance Funding Agreement (AFA) of Lakewood Drive Extension Project

Review of a Traffic Engineering Study

City Council
July 21, 2025



Lakewood Drive Extension Project Overview



- Design Contract approved March 2024
- Amendment approved December 2024 to add west of Chisholm Trail Parkway schematic design
- Traffic engineering study
- Schematic design from CR 915 to realigned FM 1902 and Lakewood Drive intersection (30% schematic design currently under review by TxDOT)
- Full PS&E from Chisholm Trail Parkway to the realigned FM 1902 and Lakewood Drive intersection
- TxDOT responsible for full PS&E on west side of Chisholm Trail Parkway including future traffic signals at the Chisholm Trail Parkway and FM 1902 intersection
- City is currently working with COG and TxDOT for federal funding opportunities

Advanced Funding Agreement

- City to fund 100% of cost of traffic engineering study (included in design contract)
- City to fund any related cost overruns
- TxDOT will review and approve traffic engineering study

  TxDOT's participation included indirect and direct costs related to the review of the traffic engineering study

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$65,995	0%	$0	0%	$0	100%	$65,995
Subtotal	$65,995		$0		$0		$65,995
Environmental Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Right of Way Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Engineering Direct State Costs	$3,297	0%	$0	100%	$3,297	0%	$0
Utility Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Construction Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Indirect State Costs	$3,491	0%	$0	100%	$3,491	0%	$0
TOTAL	$72,787		$0		$6,792		$65,995

Staff Recommendation

Approve a resolution authorizing an Advance Funding Agreement (AFA) with the TxDOT Department of Transportation (TxDOT) for the review of a traffic engineering study for the Lakewood Drive Extension Project

Questions / Comments

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON SUPPORTING ENTERING INTO AN ADVANCE FUNDING AGREEMENT FOR THE REVIEW OF A TRAFFIC ENGINEERING STUDY RELATED TO THE RECONSTRUCTION AND REALIGNMENT OF FM 1902 , BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized to enter into contracts with the State of Texas, including advance funding agreements with the Texas Department of Transportation; and

WHEREAS, the City Council has been presented a proposed advance funding agreement by and between the City of Burleson, Texas (the "City"), and the State of Texas, acting by and through the Texas Department of Transportation, for the review of a traffic engineering study related to the reconstruction and realignment of FM 1902 from CR 1019 to Chisholm Trail Parkway, including the extension of Lakewood Drive, (hereinafter the "FM 1902; Chisholm Trail Pkwy to Lakewood Drive Project") (CSJ #: 2118-02-023); and

WHEREAS, the City Council supports entering into an advance funding agreement with the State of Texas acting by and through the Texas Department of Transportation for the FM 1902; Chisholm Trail Pkwy to Lakewood Drive Project; and

WHEREAS, the City possesses the funds on hand to participate on the FM 1902; Chisholm Trail Pkwy to Lakewood Drive Project, specifically in account 4403101-62010, and is committed, subject to the terms and conditions of the final advance funding agreement, to paying overruns related to environmental, right-of-way, and engineering costs, as applicable;

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

Section 1.

The City Council supports entering into an advance funding agreement for the FM 1902; Chisholm Trail Pkwy to Lakewood Drive Project, which provides funding for the review of a traffic engineering study related to the reconstruction and realignment of FM 1902 to Chisholm Trail Parkway, including the extension of Lakewood Drive.

Section 2.

The City Council hereby designates the City Manager, Tommy Ludwig, as the City's authorized official with the authority to execute an advance funding agreement on behalf of the City should the City Council approve such an agreement. The City Council hereby directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

Section 3.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 4.

This resolution shall be effective immediately upon final passage.

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
E. Allen Taylor, Jr., City Attorney

TxDOT:					Federal Highway Administration:	
CCSJ #	2118-02-023	AFA ID	Z00011666		CFDA No.	20.205
AFA CSJs	2118-02-023				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	FM1902;Chisolm Trail Pkwy to Lakewood Dr				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Local Contribution/Participation
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Burleson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **engineering design/study.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**N/A**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the traffic engineering study related to the reconstruction and realignment of FM 1902. The study will cover the proposed future alignment of FM 1902 from CR 1019 to Chisholm Trail Parkway, including the extension of Lakewood Drive. FM 1902 is proposed to be realigned to tie into Lakewood Drive, which will become the primary through movement based on future traffic volumes in the

area. Lakewood Drive is proposed as a four-lane divided roadway with turn lanes at its intersection with Chisholm Trail Parkway.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For

items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized

invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent

with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to

develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The

separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Burleson ATTN: City Manager 135 W. Ellison Street, Ste. 109 Burleson, TX 76028	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such

direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____ Signature	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Typed or Printed Title	_____ Typed or Printed Title
_____ Date	_____ Date

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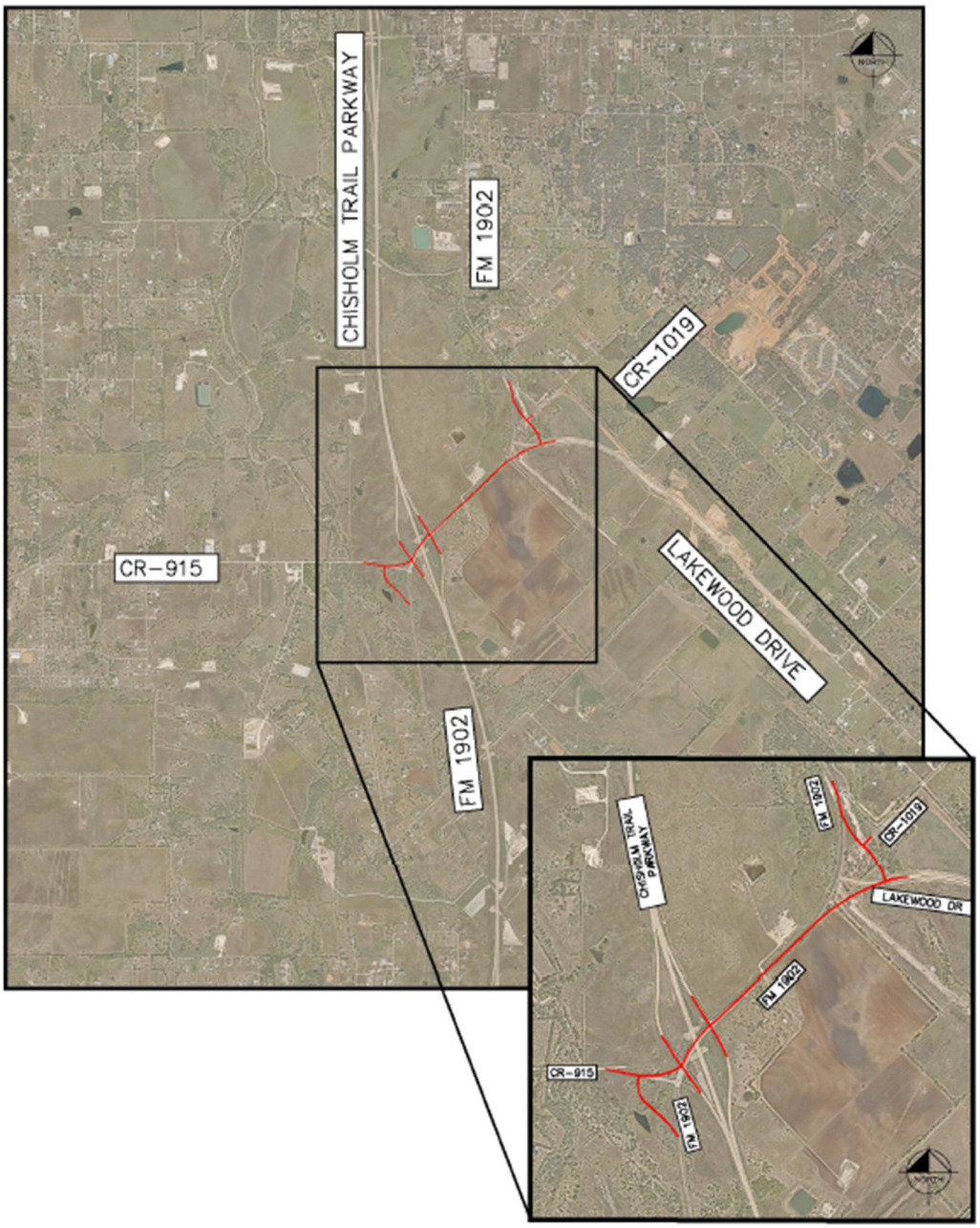
TxDOT:					Federal Highway Administration:	
CCSJ #	2118-02-023	AFA ID	Z00011666		CFDA No.	20.205
AFA CSJs	2118-02-023				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	FM1902;Chisolm Trail Pkwy to Lakewood Dr				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



FM 1902 (SOUTH OF CHISHOLM TRAIL PARKWAY SBFR TO CR 1019)

TxDOT:					Federal Highway Administration:	
CCSJ #	2118-02-023	AFA ID	Z00011666		CFDA No.	20.205
AFA CSJs	2118-02-023				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name		FM1902;Chisolm Trail Pkwy to Lakewood Dr			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the local funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$65,995	0%	$0	0%	$0	100%	$65,995
Subtotal	$65,995		$0		$0		$65,995
Environmental Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Right of Way Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Engineering Direct State Costs	$3,297	0%	$0	100%	$3,297	0%	$0
Utility Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Construction Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Indirect State Costs	$3,491	0%	$0	100%	$3,491	0%	$0
TOTAL	$72,787		$0		$6,792		$65,995

Initial payment by the Local Government to the State: $0.00
Payment by the Local Government to the State before construction: $0.00
Estimated total payment by the Local Government to the State $0.00
This is an estimate. The final amount of Local Government participation will be based on actual costs.

DRAFT

TxDOT:					Federal Highway Administration:	
CCSJ #	2118-02-023	AFA ID	Z00011666		CFDA No.	20.205
AFA CSJs	2118-02-023				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name		FM1902;Chisolm Trail Pkwy to Lakewood Dr			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

City Council Regular Meeting

DEPARTMENT: **Development Services**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on an Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor) for public improvements within the Mountain Valley, Tract B residential development. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

SUMMARY:

Impression Homes, developer of Mountain Valley, Tract B residential neighborhood, proposes to construct public infrastructure, including street and sidewalk improvements and public water lines, within an existing Oncor electric easement in the Mountain Valley neighborhood. Oncor requires an Encroachment on Easement Agreement for any public improvements proposed within their easement. The agreement will allow the city to access and maintain the public improvements once completed.

RECOMMENDATION:

Approve an Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor) for the proposed public improvements within the Mountain Valley, Tract B residential development.

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

None

REFERENCE:

N/A

FISCAL IMPACT:

None

STAFF CONTACT:

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

Oncor Electric Delivery, LLC
Encroachment on Easement Agreement

City Council

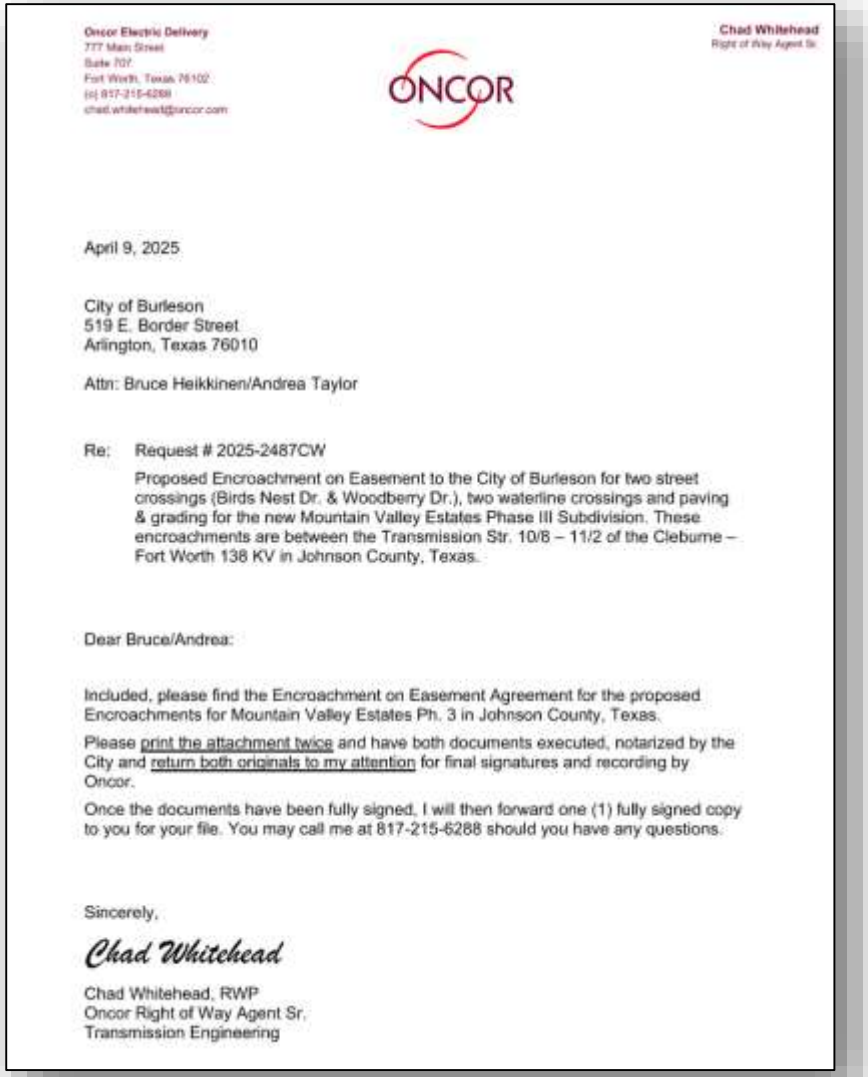
July 21, 2025

Encroachment Agreement

Required when proposed facilities cross Oncor's easements

Includes limitations and regulations such as the following –

- **No blasting is permitted**
- **Equipment / material not allowed to be stored**
- **Any street or road crossings are only allowed per the design approved by Oncor**
- **No signs or lights permitted**
- **Pre-approved fencing no taller than 8 feet**
- **Landscaping must be approved by Oncor**



Oncor Electric Delivery
777 Main Street
Suite 707
Fort Worth, Texas 76102
(o) 817-215-6288
chad.whitehead@oncor.com

Chad Whitehead
Right of Way Agent Sr.

ONCOR

April 9, 2025

City of Burleson
519 E. Border Street
Arlington, Texas 76010

Attn: Bruce Heikkinen/Andrea Taylor

Re: Request # 2025-2487CW
Proposed Encroachment on Easement to the City of Burleson for two street crossings (Birds Nest Dr. & Woodberry Dr.), two waterline crossings and paving & grading for the new Mountain Valley Estates Phase III Subdivision. These encroachments are between the Transmission Str. 10/8 – 11/2 of the Cleburne – Fort Worth 138 KV in Johnson County, Texas.

Dear Bruce/Andrea:

Included, please find the Encroachment on Easement Agreement for the proposed Encroachments for Mountain Valley Estates Ph. 3 in Johnson County, Texas.

Please print the attachment twice and have both documents executed, notarized by the City and return both originals to my attention for final signatures and recording by Oncor.

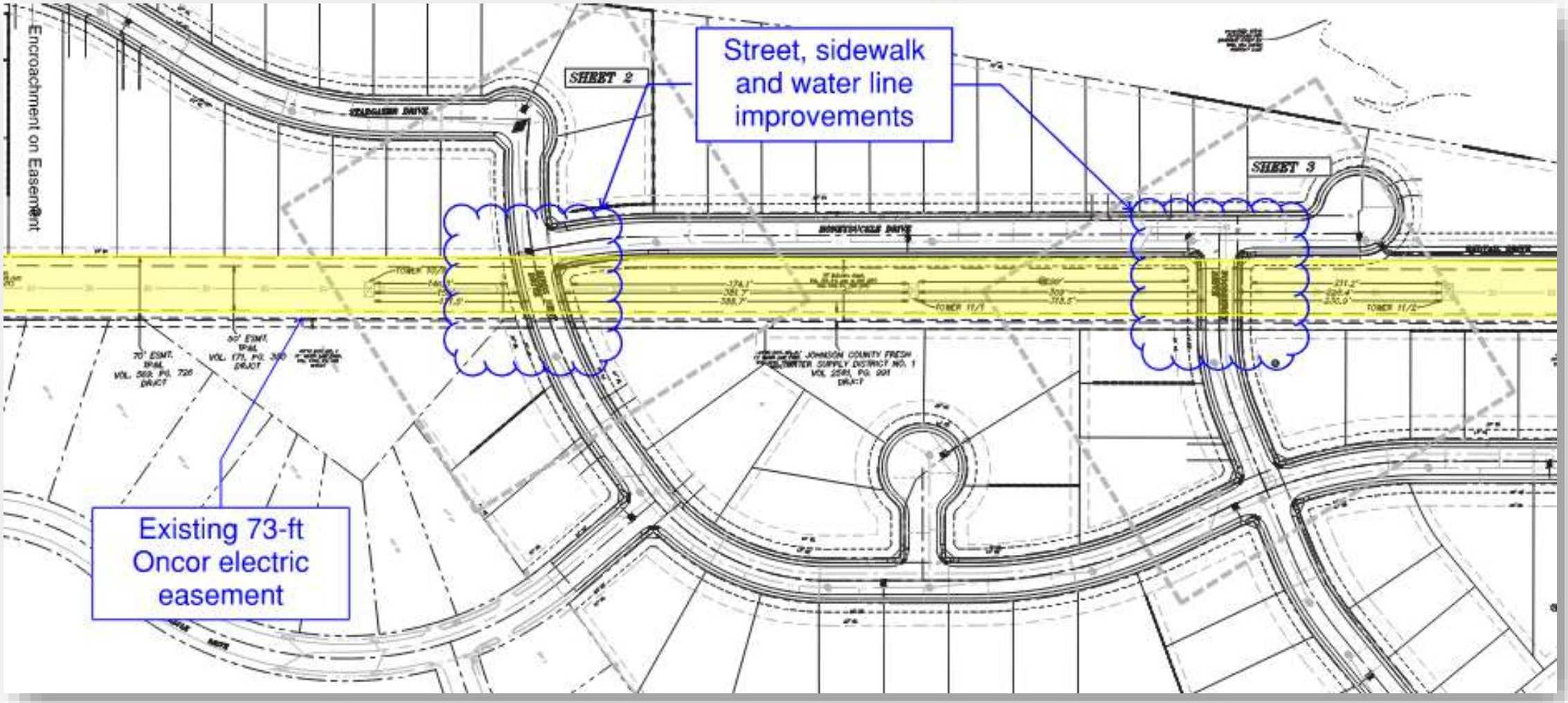
Once the documents have been fully signed, I will then forward one (1) fully signed copy to you for your file. You may call me at 817-215-6288 should you have any questions.

Sincerely,

Chad Whitehead

Chad Whitehead, RWP
Oncor Right of Way Agent Sr.
Transmission Engineering

Public Improvements Encroaching Easement



Staff Recommendation

Approve an Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC for the Mountain Valley Residential Development

Questions/Comments

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

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777 Main Street
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Sincerely,

Chad Whitehead

Chad Whitehead, RWP
Oncor Right of Way Agent Sr.
Transmission Engineering

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC ("Oncor")**, is the owner of an easement and a supplemental easement in Johnson County, Texas, which are recorded in Volume 171, Page 350, and Volume 569, Page 723 of the Deed Records of Johnson County, Texas ("**Easement**"); and

WHEREAS, **City of Burleson**, ("**User**"), desires permission to construct, operate and maintain paving and grading for two street crossings with sidewalks (Birds Nest Dr. & Woodberry Dr.) and two water line crossings ("**Encroaching Facility**") within the area or boundaries of the Easement ("**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility**. User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawings marked **Exhibit "A"**, incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor's sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor's, that are necessary.

2. **Restrictions on Use of Easement Area**. User shall use only so much of the Easement Area as may be necessary to construct, maintain, operate and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User's construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility**. User, at User's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facility. User shall be liable for any and all taxes and fees assessed by cities or other taxing authorities related to User's Encroaching Facility or User's other allowed improvements being located on the Easement Area, including, but not limited to, the assessment of any storm water fees.

4. **Risk and Liability**. User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification**. User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively. Nothing contained herein shall ever be construed so as to require User to assess, levy and collect any tax to fund its obligations under this paragraph. Article XI Section 5 of the Texas Constitution provides that a city is prohibited from creating a debt unless the city levies and collects a sufficient tax to pay the interest on the debt and provides a sinking fund. The City of Burleson has not and will not create a sinking fund or collect any tax to pay any obligation created under this section.

6. **High Voltage Restrictions**. Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Region Transmission Department at 817-600-4325,** 48 hours prior to the use of any boom-type equipment on the Easement Area.

7. **Relocation of Facilities**. User shall not place its facility within 25 feet of any pole or tower leg. User agrees that in the event that Oncor determines that User's Facility interferes with Oncor's facilities, User will relocate User's Facility at User's expense. User will be entitled to relocate User's Facility on the encroachment area granted hereunder if reasonably possible without further interference with Oncor's facilities. If User's Facility cannot be relocated on the encroachment area, then, if reasonably possible, Oncor agrees to grant User an encroachment near the encroachment granted hereunder so that User's facility can continue to operate as originally intended.

8. **Default and Termination**. It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of thirty (30) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this _____ day of _____, 2025.

APPROVAL:

Oncor Electric Delivery Company LLC

By:_____

_____

Attorney-In-Fact

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

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

_____

Notary Public in and for the State of Texas

ACCEPTANCE:

City of Burleson

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Burleson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

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

_____
Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 707
Ft. Worth, Texas 76102

Encroachment on Easement

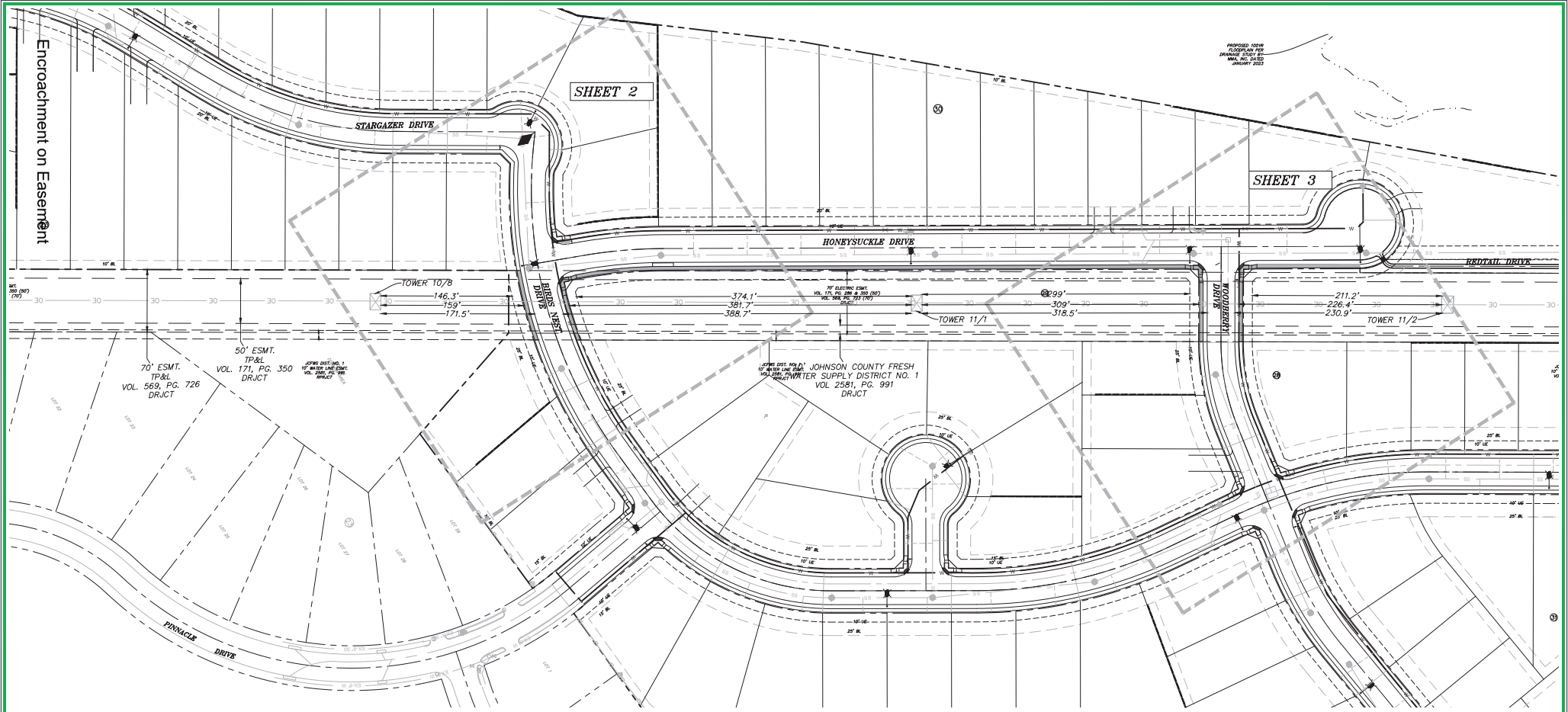

Exhibit "A"
1 of 3

BENCHMARKS

CITY OF BURLESON MONUMENT #32 – ALUMINUM CAP SET IN CONCRETE, STAMPED "BURLESON MON 32, 2005". THE MONUMENT IS LOCATED ON THE SOUTH SIDE OF CLUBHOUSE DRIVE AT THE INTERSECTION OF GLENN RANCH AND CLUBHOUSE DRIVE. PLUBLISHED ELEVATION AND COORDINATES.
ELEV: 794.23'
NAD83 TXNC (GRID)
N: 6862188.73'
E: 2320396.34'

SITE BENCHMARK:

BM #1 – "X" CUT IN SQUARE LOCATED AT THE SOUTHWEDT INTERSECTION OF PINNACLE DRIVE AND PLAINS VIEW DRIVE. BENCHMARK IS APPROXIMATELY 9.5' NORTHWEST OF LIGHT POLE SET ON THE TOP OF CURB NEXT TO AN ADA RAMP.
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LEGEND:

PROP. CONCRETE PAVEMENT

PROP. CONCRETE SIDEWALK

NOTES:

1. ALL IMPROVEMENTS TO BE CONSTRUCTED PER CITY OF TARRANT COUNTY STANDARD DETAILS AND SPECIFICATIONS.

GENERAL UTILITY NOTES:

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40 0 20 40 80
1 inch = 40 ft.

ELECTRIC EASEMENT
CROSSING EXHIBIT
MOUNTAIN VALLEY ESTATES TRACT B
BURLESON, TX

OWNER/DEVELOPER:

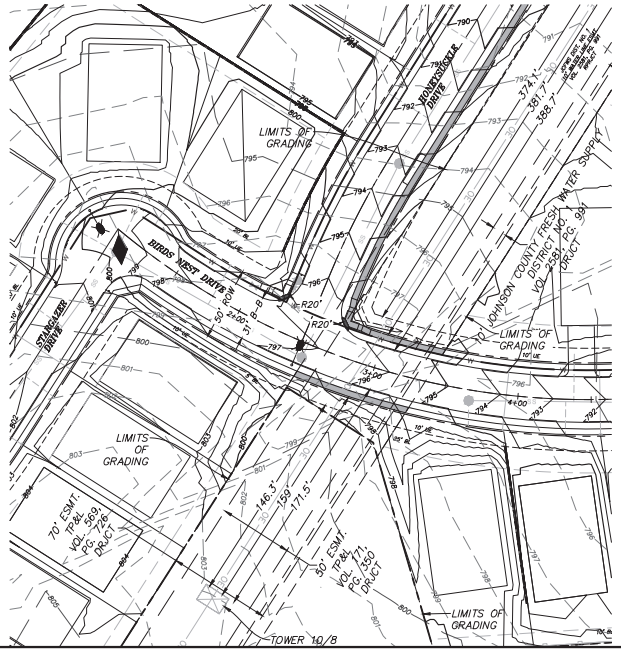
IMPRESSION HOMES
2325 DEAN SAY SUITE 150
SOUTHLAKE, TEXAS 76092
TEL: 817-717-5103
EMAIL: BRUCEH@IMPRESSIONHOMES.NET
CONTACT: BRUCE HEIKKINEN

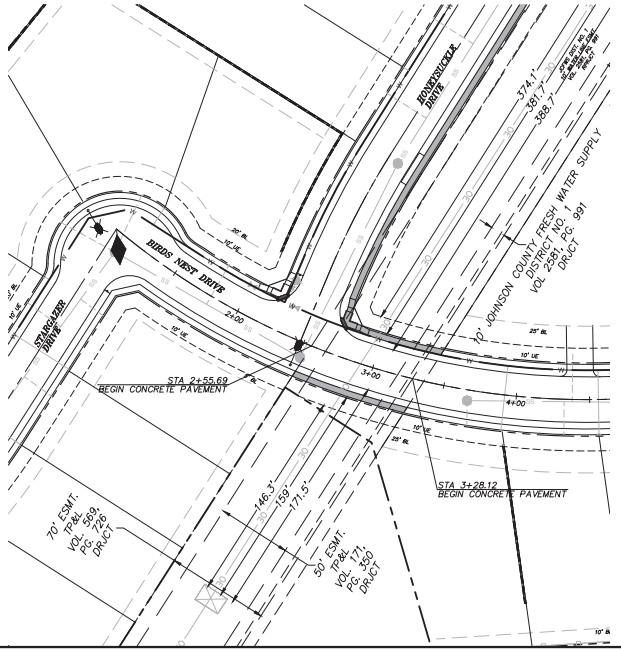
SURVEYOR/ENGINEER

mma
tbpels registration number: f - 2759
tbpels registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

SHEET 1 OF 3

Encroachment on Easement





LEGEND:

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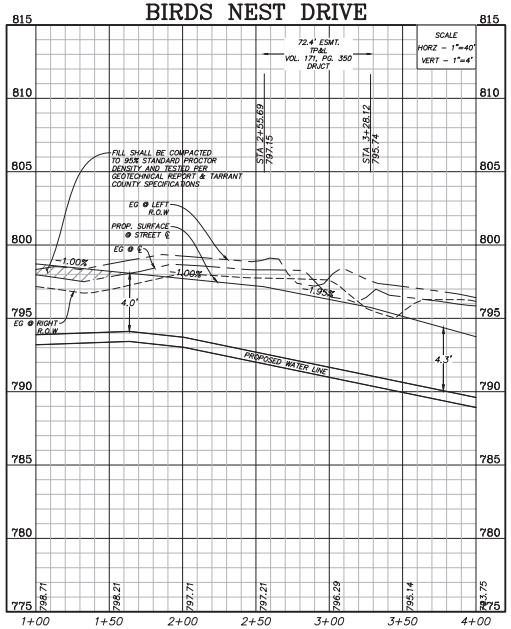
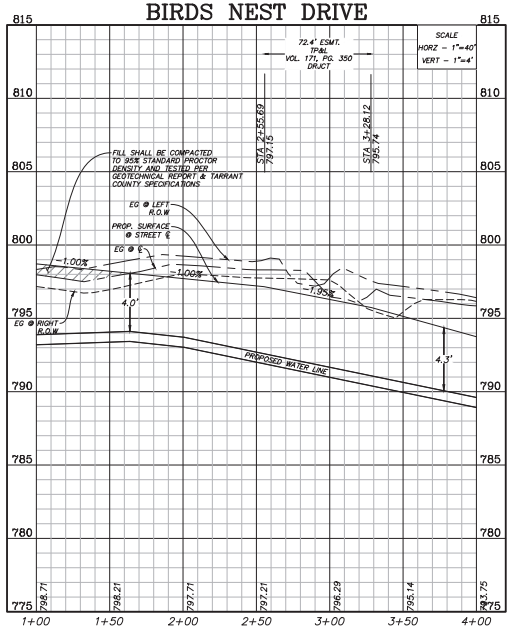
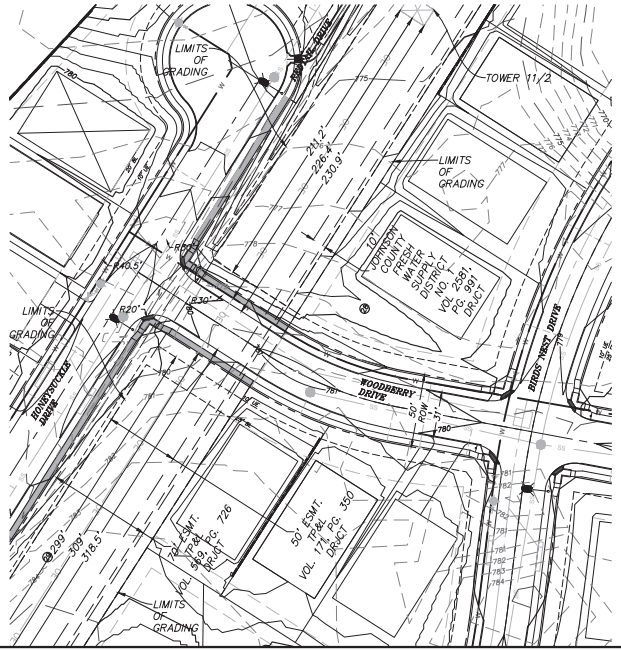
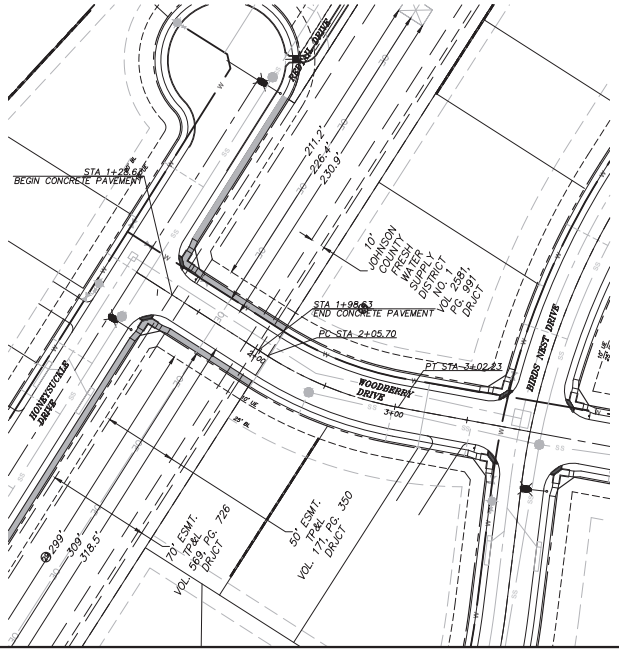
SHEET 2 OF 3

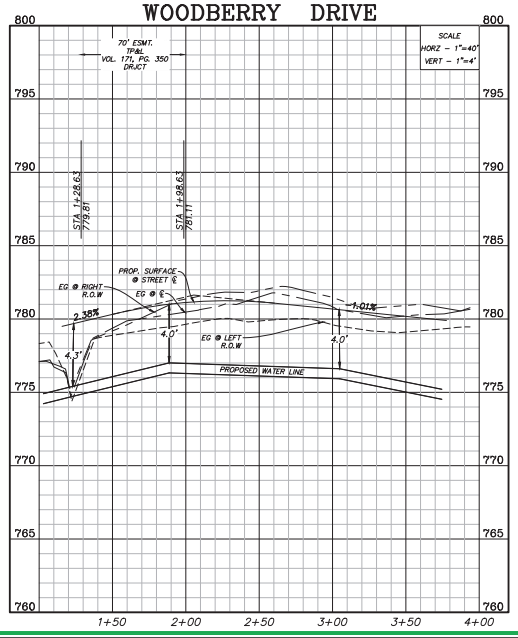
Exhibit "A"
2 of 3











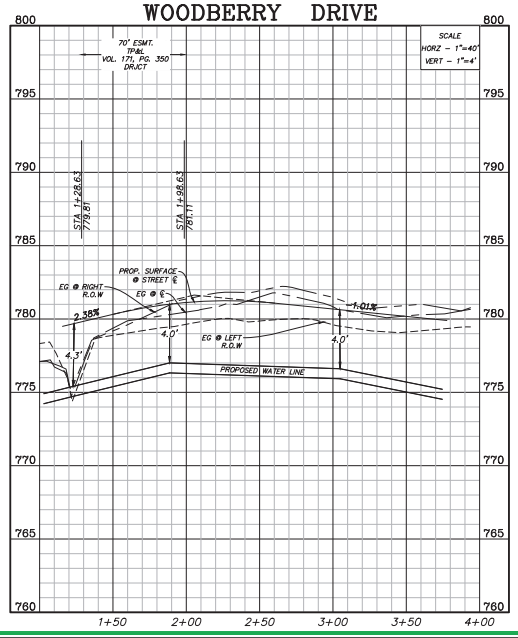
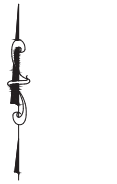


Exhibit "A"
3 of 3



LEGEND:

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arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

SHEET 3 OF 3

LIMITATIONS ON

Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY

EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.

2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.

3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.

4. No crossing less than 45 degrees to the centerline of the right-of-way.

5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.

6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.

7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.

8. No signs, lights or guard lights will be permitted on the right-of-way.

9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.

12. Draglines will not be used under the line or on Oncor right-of-way.

13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc…).

14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.

15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.

16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, 817-600-4325.

17. No hazardous materials will be stored on the right of way.

18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. “Hazardous Material Laws” collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (“CERCLA”), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Material Transportation Act, 49 U.S.C.

§6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.

20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.

21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.

22. No park or park designation will be permitted on the right-of-way.

23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.

24. No fire hydrants or manholes will be permitted within the right-of-way.

25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.

26. No boring pits or other type of pits will be permitted within the right-of-way.

City Council Regular Meeting

DEPARTMENT: **Capital Engineering**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on the First Amendment to the Professional Services Agreement (CSO#5065-04-2023) with Stantec Consulting Services Inc. for the Town Creek Basin Parallel Sewer Interceptor Project in the amount of $143,540.00, for a total contract amount of $2,462,476.31. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

SUMMARY:

Staff requested that Stantec Consulting Services Inc. perform additional services to assist the City with Right of Way (ROW)/Utility Easement Acquisition associated with the Town Creek Basin Parallel Sewer Interceptor Project. These services include easement offer package preparation, postage for 17 easements, limited title work for 17 parcels to ensure accurate current ownership, 17 appraisal waivers, and 5 contingency appraisals. Additionally, the services will cover negotiations for 17 easements, filing of 5 road crossing permits, right of way project management, and project support to attend meetings and submit required project reporting. Approval of the proposed amendment will secure the necessary support for the project to move forward with the right-of-way acquisition that is necessary prior to construction.

RECOMMENDATION:

Consider and take possible action on the First Amendment to the Professional Services Agreement (CSO#5065-04-2023) with Stantec Consulting Services Inc. for the Town Creek Basin Parallel Sewer Interceptor Project in the amount of $143,540.00, for a total contract amount of $2,462,476.31.

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

March 6, 2023 - City Council approved a Professional Services Agreement with Stantec Consulting Services Inc. for design of the Town Creek Basin Parallel Sewer Interceptor Project in the amount not to exceed $2,318,936.31.

REFERENCE:

CSO#5065-04-2023

FISCAL IMPACT:

Project #:	WW2301
Account Number(s):	5203101-70002 (ROW)
Amount:	$143,540.00

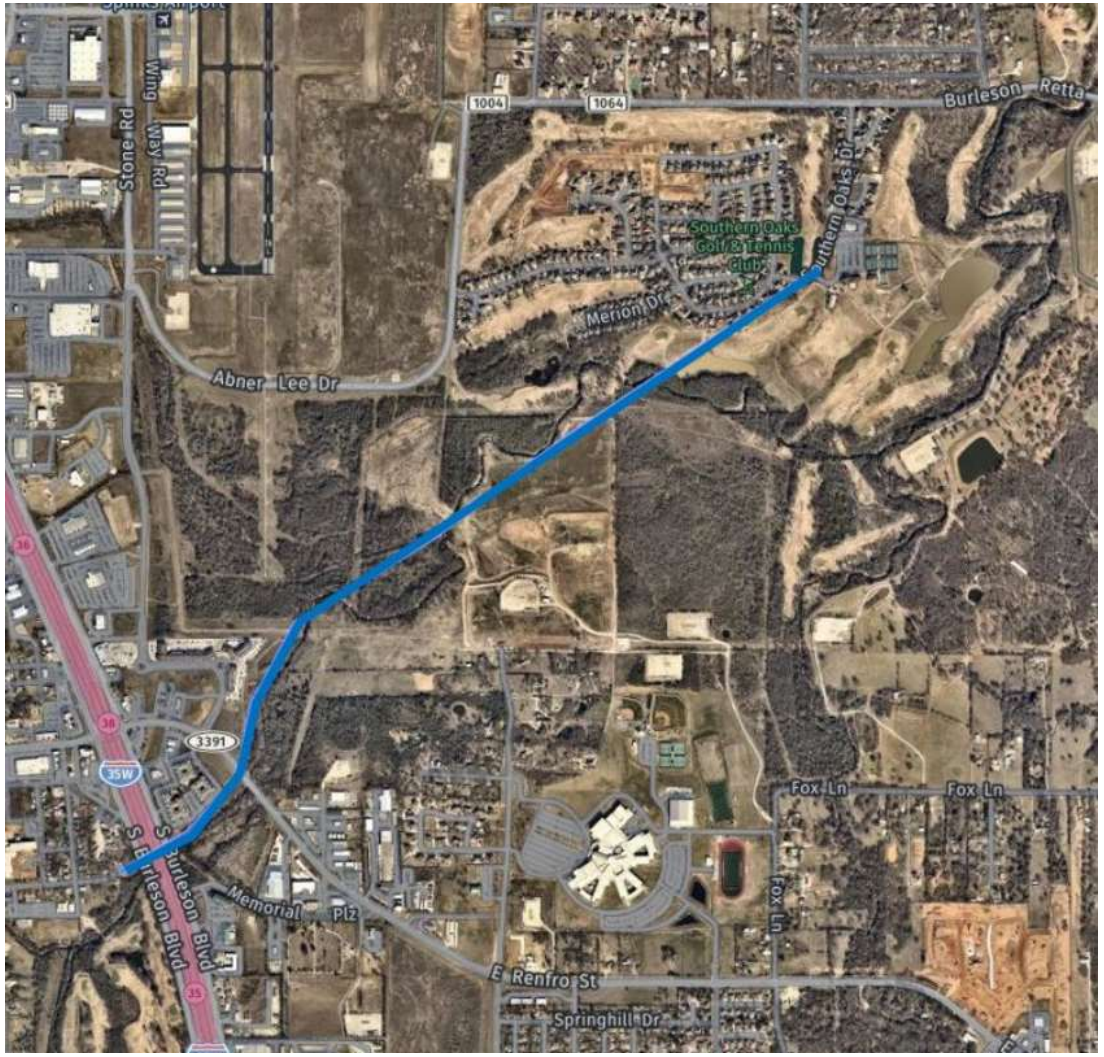
STAFF CONTACT:

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

Town Creek Basin Parallel Sewer Interceptor

The First Amendment to Professional Services Agreement with Stantec Consulting Services, Inc.

July 21, 2025



Capital Engineering

Project Overview

The 2023 City of Burleson Water & Wastewater Master Plan Update recommends an additional parallel interceptor line (12,500 LF) placed along the same alignment as the existing sewer interceptor to accommodate additional flows in response to significant growth.

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STAMFORD DR
WILKES CREEK PARK
WILKES CREEK BLVD
WILKES CREEK DR
WILKES CREEK CT
WILKES CREEK PKWY
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Professional Services Agreement Amendment Overview

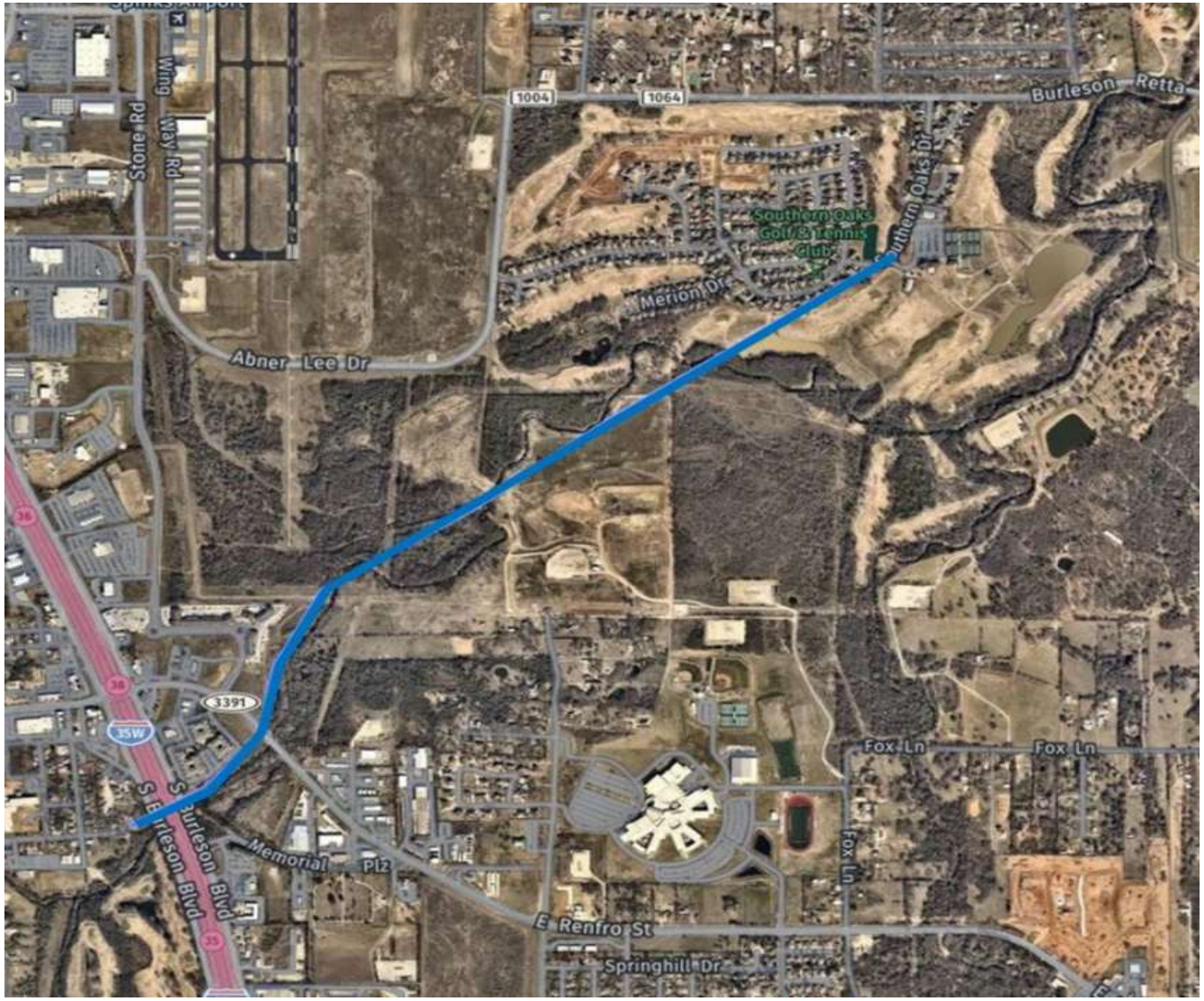
- Original Professional Services Agreement in the amount not to exceed $2,318,936.31 was executed on March 6, 2023 .
- Amendment fee of $143,540 was requested to add the scope of services including:
  - Easement Offer Package Preparation
  - Negotiations for Easements
  - Right of Way Project Management

** The proposed Amendment is within budget as adopted in the latest CIP.*

Project Progress Timeline

- ❑ City selected Stantec Consulting Services, Inc. to design the project on March 2023.
- ❑ Design will be complete in Spring 2026 in steps of 30%, 60%, 90%, and final design.
- ❑ ROW acquisition will start upon completion of 60% design phase, anticipated for Fall 2025.
- ❑ ROW acquisition anticipated to be complete in Spring 2026.
- ❑ The construction will start in Fall 2026, and complete in Fall 2027.

THE CITY OF BURLESON TEXAS



Recommended Council Action

Consider and take possible action on the First Amendment to the existing Professional Services Agreement with Stantec Consulting Services in the amount of $143,540, for a total contract amount of $2,462,476.31.

Questions / Discussion

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

Docusign Envelope ID: DC8D6FE9-126C-4468-8C41-B215B29E150B

CITY OF BURLESON
AMENDMENT PROFESSIONAL SERVICE AGREEMENT

This First Amendment to the Professional Service 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 **Stantec Consulting Services, Inc.** ("Firm" or "Vendor").

WHEREAS, the City and Vendor collectively referred to as the "parties," made and entered into a Professional Service Agreement effective April 3, 2023 ("Agreement"); and

WHEREAS, the Agreement involves the design of the Town Creek Parallel Interceptor project (WW2301); and

WHEREAS, the original agreement provides for a maximum expenditure in the amount of two million, three hundred eighteen thousand, nine hundred thirty-six and 31/100 dollars ($2,318,936.31); and

NOW THEREFORE, City and Vendor, acting herein by and through their dully authorized representatives, amend the agreement as follows:

1. Effective upon the date of execution, the Professional Service Agreement is hereby amended to modify the Agreement to provide an increase by one hundred forty-three thousand, five hundred forty and no/100 dollars ($143,540.00) for an expanded scope of services as described in Attachment A. The total resulting contract value shall be two million, four hundred sixty-two thousand, four hundred seventy-six and 31/100 dollars ($2,462,476.31).

2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF BURLESON:

BY: _____

DATE: _____

STANTEC CONSULTING SERVICES, INC.:

Signed by:
BY: Alex E. Visotski
5AADD01E5FA140A...

DATE: 6/26/2025

Docusign Envelope ID: DC8D6FE9-126C-4468-8C41-B215B29E150B

ATTACHMENT A

1. Background

Stantec Consulting Services Inc. has been requested by the City of Burleson to provide Right of Way (ROW) / Utility Easement Acquisition services for Project WW2301 – Town Creek Basin Parallel Interceptor.

2. Scope of Services

This request includes plan review, easement offer package preparation, postage for 17 easements, limited title work for 17 parcels to ensure accurate current ownership, 17 appraisal waivers, and 5 contingency appraisals. Additionally, our services will cover negotiations for 17 easements, filing of 5 road crossing permits, right of way project management, and project support to attend meetings and submit required project reporting.

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3. Assumptions

The following assumptions have been made in the development of this scope:

- Negotiations for 17 parcels.
- Permitting of five (5) road crossings.
- Assumption of possibly five (5) appraisals and reviews required.
- City of Burleson will provide legal documents for the conveyance of rights needed for the construction of the project.
- Upon completion and submission to the City of Burleson of the titles and BARS and/or appraisals, the City or the City's Attorney as appropriate, shall review, certify, and approve those items for package preparation to be completed and negotiations to begin.

4. Exclusions

- Extensive title work in cases of heirship, mineral rights, or other complex title issues.
- This ROW estimate does not include closing services, legal documents for conveyance, nor plats or utility coordination/easements, if needed.

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- Siting and routing support to establish the best design/route for the project and public outreach support.
- Plat creation of the easement area to be acquired, completed either by a surveyor or using GIS/public information.
- Please note that our estimate does not include land values or costs of compensation for easements or damages, court costs, litigation expenses, or associated fees.
- Any title reports prepared, or research completed will not be certified nor insured.

5. Deliverables

- Due diligence to establish current rights and title to ensure accurate landowner information.
- Permission to survey, executed by affected landowners, as necessary, for entry to the property for environmental and cultural studies, surveys, soil boring, etc.
- Establishment of land value/appraisals, as necessary, including appraisal waivers and compensation for the easement area.
- Preparation and delivery of the right of way package, including the easement document, exhibit, and appraisal waiver, to the property owner.
- Preparation and submittal of permit packages for non-environmental permits.
- Negotiations, conducted for a reasonable period based on interactions and the project schedule.
- Conclusion of negotiations report with any unsecured easements or impasses returned to the client for litigation as necessary.

6. Cost

Table 1. Proposed Budget Summary

Task	Base Budget
ROW for Town Creek Basin Parallel Interceptor, City of Burleson	$143,540.00
Total Budget	**$143,540.00**

Stantec will begin immediately upon receiving Notice to Proceed.

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CONTRACTING:

All contract conditions and billing procedures will be in accordance with the Terms and Conditions defined in the executed agreement with the City of Burleson, Texas. This work will be performed as fixed fee for the listed budget.

Stantec appreciates the opportunity to serve as the acquisition consultant on this important project. Please contact the undersigned should you have any questions regarding this proposal.

Dan Blaha
Principal – Right of Way Sector Lead

Alex Visotski
Principal – Project Management Lead

City Council Regular Meeting

DEPARTMENT: **Capital Engineering**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Village Creek Basin 12-inch Wastewater Replacement Project in the amount of $239,842. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

SUMMARY:

The Village Creek Basin 12-inch Wastewater Replacement Project was identified in the 2023 City of Burleson Water & Wastewater Master Plan Update because the model results indicated that the existing 8-inch wastewater line experiences surcharging under projected peak wet weather flow. The project consists of approximately 3,200 LF of 8-inch wastewater line being upsized to 12-inch in the Village Creek Basin. The extents are from north of Hidden Creek Parkway to the existing 18-inch wastewater line on Dobson Street.

The professional services agreement will include geotechnical investigations, subsurface utility exploration, survey, environmental studies & permitting, full civil design, and construction administration and bid support services.

The total project is anticipated to cost an estimated $2,772,000

- Design $239,842 (this item)
- Construction $2,532,000

This project is within the current Capital Improvement Plan and funded by Water and Wastewater Bonds.

The design is projected to be completed in the Spring of 2026 and construction in the Spring of 2027.

RECOMMENDATION:

Consider and take possible action on a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Village Creek Basin 12-inch Wastewater Replacement Project in the amount of $239,842.

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

N/A.

FISCAL IMPACT:

Project #:	WW2601
Account Number(s):	5203101-72010
Amount:	$240,000

STAFF CONTACT:

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

Village Creek Basin 12-inch Wastewater Replacement Project

Professional Services Agreement with Stantec Consulting Services, Inc.

July 21, 2025

Project Overview

The project consists of approximately 3,200 LF of 8-inch wastewater line being upsized to 12-inch in the Village Creek Basin. The extents are from north of E. Hidden Creek Parkway to the existing 18-inch wastewater line on S. Dobson Street.

Professional Services Agreement Overview

- Professional Services Agreement fee of $239,842 was requested to the scope of services including:
  - Geotechnical investigations
  - Subsurface utility exploration
  - Survey
  - Environmental studies & permitting
  - Full civil engineering design
  - Construction administration and bid support services

** The proposed Agreement is within budget as adopted in the latest CIP.*

Project Progress Timeline

- ❑ City selected Stantec Consulting Services, Inc. to design the project in May 2025.
- ❑ City negotiated the scope and fee with Stantec in June 2025
- ❑ If approved, the design will start in August 2025, and complete in Spring 2026.
- ❑ The construction will start in Fall 2026, and complete in Spring 2027.

Recommended Council Action

Consider and take possible action on a Professional Services Agreement with Stantec Consulting Services in the amount of $239,842.

Questions / Discussion

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

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

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 STANTEC CONSULTING SERVICES 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 TWO HUNDRED THIRTY- NINE THOUSAND, EIGHT HUNDRED FORTY-TWO 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.

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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.

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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

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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.

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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

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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,

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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:

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

STANTEC CONSULTING SERVIC		
410 17TH STREET		
SUITE 1400		
DENVER	CO	80202

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

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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

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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.

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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.

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SIGNATURE PAGE

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

CITY OF BURLESON:

By: _____

Name: _____

Title: _____

Date: _____

STANTEC CONSULTING SERVICES INC

Signed by:

By: Alex E. Visotski

5AADD01E5FA140A...

Name: Alex E. Visotski

Title: Project Management Leader, Water - US South

Date: 6/27/2025

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

Stantec

EXHIBIT "A"

SCOPE OF SERVICES

12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN

CITY PROJECT NO. WW2601

INTRODUCTION

Stantec Consulting Services Inc. (Stantec) is pleased to provide the following proposed Scope of Services and fixed fee estimate for the 12-inch Wastewater Line Replacement Village Creek Basin (Golf Course) for City of Burleson Project No. WW2601.

The project was identified in the 2023 City of Burleson Water & Wastewater Master Plan Update because the model results indicated that the existing 8-inch wastewater line experiences surcharging under projected peak wet weather flow. The City further clarified the project scope in a meeting on May 30.

PROJECT SUMMARY

This project consists of approximately 3,200 LF of 8-inch wastewater line being upsized to 12-inch in the Village Creek Basin of the City of Burleson (City), as shown in **Figure 1**. The extents are from north of E. Hidden Creek Parkway (SMH1378) to the existing 18-inch wastewater line (to be upsized to 36-inch under a separate contract) on S. Dobson Street.

It is assumed that the wastewater line will be replaced in the same trench, with the exception of the creek crossing, and that the manholes (MHs) along the alignment will also be replaced.

The majority of the alignment is within Hidden Creek Golf Course, which is owned by the City. As a result, no additional easements are required for this project. Replacement of the wastewater connection to the clubhouse and final restoration of the golf course surface features are not included in the scope.

The crossing of Village Creek is currently an aerial crossing, but since there has been damage to the existing wastewater line, the City would prefer to consider a buried solution. It is assumed that an inverted siphon will be required that will be installed via open cut.

The crossing of S Dobson Street is assumed to be open cut installation, and that the road is maintained by Johnson County.

During the course of this project, Stantec will perform the following services, as described in the subsequent sections:

- Task 1 - Project Management
- Task 2 – Topographic Survey
- Task 3 – Subsurface Utility Engineering
- Task 4 – Geotechnical Investigation
- Task 5 – Environmental Studies & Permitting
- Task 6 - Preliminary Design (30% Design Phase)

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

- Task 7 - Detailed Design (90% and 100%/Final Design Phases)
- Task 8 – Bid and Construction Phase Services

Trenchless design is not included, but a scope and fee can be provided at the request of the City.

Stantec and its subconsultants will complete the Scope of Services (Scope) described herein for a fixed fee of **$239,842**.

TASK 1 – PROJECT MANAGEMENT

Stantec will set up, coordinate, and track the progress of the project and submit status updates via email with each invoice. Items included in the updates may include a summary of project activities, health and safety items, schedule updates, budget updates, technical/policy interpretations, and anticipated project goals/challenges.

Project management hours will also include efforts associated with project team coordination, status calls, and invoicing.

In addition, Stantec will support the City in coordinating with the Hidden Creek Golf Course. Stantec will attend up to 1 in-person site meeting and 1 virtual meeting to discuss restrictions during construction and restoration with golf course staff. Stantec will document incorporate these requirements into the contract documents.

ASSUMPTIONS:

- Stantec assumes an overall duration for design of 9 months.
- Invoices and progress updates will be monthly during the design phase and as needed during the bid and construction phases.
- Stantec will apply our standard Health and Safety Plan for fieldwork based on flow conditions and the work season.
- If status/progress meetings with the City are required, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.
- All correspondence, communications, and submittals between Stantec and the golf course will be transmitted through the City's PM.
- City will coordinate with other City departments, as required, to make them aware of the project.
- If attendance at additional coordination meetings are required or additional stakeholders are identified, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.

DELIVERABLES:

- Invoicing and status updates as needed but not more often than once a month.
- Baseline project schedule and schedule updates as needed.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

TASK 2 – TOPOGRAPHIC SURVEY

Stantec will perform a topographic survey and boundary verification along the corridor of the existing wastewater line from E. Hidden Creek Parkway to S. Dobston Street, extending 50 feet on either side of the existing wastewater line for a total of a 100-foot wide corridor. The survey area is highlighted in yellow in **Figure 1**.

The following work will be performed under the direction of a licensed Texas Land Surveyor. The surveyor will establish horizontal and vertical control for the project area. The basis of horizontal datum for surveying and mapping will be North American Datum of 1983 (NAD83), (2011), Texas State Plane Central Zone, in US Survey Feet. The basis of vertical datum is the City of Burleson GPS control monuments.

The survey will include the following:

- Visible and accessible on-grade and above-grade features including, but not limited to, structures, pavement edges, pavement markings, curbs, driveways, paved paths/sidewalks, ramps, fences, guardrails, signs, walls, mailboxes, culverts, storm drain outfalls and inlets, surface utility features and utility markers.
- Edges of golf course features, such as tees, fairways, greens, bunkers, and holes.
- Contours at 1-foot intervals. Elevations will be taken on an approximate 50-foot grid, at abrupt changes in grade, and along drainage courses. For areas in the fairways, elevations will be taken on an approximate 10-foot grid. Survey point data will be provided on a separate level and will not be part of the final plotted drawings.
- At Village Creek, the top and toe of bank, as well as current water level. Also, the locations and elevations of the existing aerial pipe crossing and supports.
- Locations, sizes, and approximate driplines for trees 6" in diameter and larger. Trees located just outside the survey limits (i.e., overhanging into the survey limits) will be approximately located.
- Horizontal and vertical data for the approximately 9 geotechnical boreholes.
- Property boundary for the Hidden Creek Golf Course. Identify enough boundary markers to clearly outline the property and adjoining areas that may be impacted by the wastewater line replacement.
- Property owner name, recording information, subdivision name with lot and block number, appraisal district parcel numbers, easements adjoining survey area as identified on available subdivision plats, and physical address of each tract along the project corridor.

The survey file will be developed in AutoCAD Civil 3D and be incorporated into the contract drawings. In addition, a control sheet will be developed for inclusion in the contract drawings.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

ASSUMPTIONS:

- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.
- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated.
- Hidden Creek Golf Course will support in identifying golf course features for survey crew.
- A CAD file will be provided for use in engineering design and plan sets. No separate exhibits will be prepared.

TASK 3 - SUBSURFACE UTILITY ENGINEERING (SUE)

SUE will be in accordance with the practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). SUE Quality Level "B" will be performed in the yellow highlighted area in **Figure 1**. This level of work includes acquiring as-built documentation from utility companies and contacting their representatives, as well as field verifying the records. A utility survey file in AutoCAD Civil 3D will be submitted for incorporation into the contract drawings.

ASSUMPTIONS:

- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.
- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated.
- The City to provide records showing the locations of irrigation lines within Hidden Creek Golf Course. If records are not available, a separate scope for locating the lines, including fee estimate and anticipated schedule, can be prepared for City review.
- Test holes (SUE Quality Level A) is not included in this Scope. If required during the design, a separate scope for locating the lines, including fee estimate and anticipated schedule, will be prepared for City review.

TASK 4 – GEOTECHNICAL INVESTIGATION

A geotechnical investigation will be performed, including a listing of the specific geotechnical exploration requirements specific to this Scope.

FIELD INVESTIGATION:

- Up to 8 geotechnical borings will be drilled across the proposed alignment.
- The borings will be drilled to depths of 20 feet below existing grade.
- Soil sampling will be continuous in the upper 10 feet, and at 5-foot intervals thereafter.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

- Conventional thin-walled tube or split-barrel (standard penetration test) samples will be collected as appropriate for the soils encountered. The recovered subsurface samples will be preserved and labelled as to the appropriate boring number and depth in the field.
- These materials will be described in further detail in the laboratory by a staff geologist or engineer.
- The depth to groundwater, if observed, will be recorded during and at the completion of drilling.
- After final groundwater observations, the borings will be backfilled with the excavated cuttings.
- Utility locates will be performed prior to geotechnical investigations.

LABORATORY TESTING:

Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, strength properties, and hydraulic conductivity of the subsurface materials:

- Moisture content.
- Atterberg limits.
- Percent passing No. 200 mesh sieve.
- Unconfined compressive strength (soil).
- Chemical analysis for corrosion potential: pH, soluble sulfate content, chloride content, soluble sulfide content, and laboratory electrical resistivity.

Samples will be retained for 30 days after submission of the geotechnical report unless other arrangements are made by the client.

ENGINEERING ANALYSIS AND RECOMMENDATIONS / DELIVERABLES:

Data obtained from the field investigation and laboratory tests will be presented in a geotechnical engineering report, provided electronically. Information to be provided includes the following:

- A figure showing the approximate location of each boring.
- A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
- A discussion of subsurface soil and groundwater conditions.
- A brief discussion of the site geology.
- Outline of the engineering properties of the natural soils present, and any existing fill, if encountered.
- Recommendations for trenching and excavation stability.
- Earthwork recommendations, including material type(s), compaction, and backfill requirements.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

ASSUMPTIONS:

- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- The City will provide equipment access to the boring locations.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.
- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated. No physical barriers are planned to delineate work zones within the golf course.
- The borings will be drilled and sampled using a truck-mounted drilling rig; however, if an ATV-mounted drilling rig is required, a separate scope, including fee estimate and anticipated schedule will be prepared for City review.
- Minor clearing of vegetation may be necessary to improve drill rig access to certain locations, particularly for the borings near Village Creek.
- All borings within the golf course are planned outside of tees, greens, and fairways. Boring locations have also been chosen to minimize interference between drilling and live play.
- Stantec may request a temporary pause for golf course irrigation on Holes 7, 8, 9, and 10 for the days leading up to drilling. The intention would be to allow the surface soils to dry in order to reduce ground disturbances along the drill rig's access pads around and across the golf course.
- While Stantec and its subcontractor will make an effort to reduce the risk of ground rutting and disturbances from equipment access and excavation around the golf course, minor rutting may still occur. This Scope does not include any restoration of the site to repair ruts.
- Rock cores and subsequent testing is not included in this Scope. If required, a separate scope, including fee estimate and anticipated schedule will be prepared for City review.

TASK 5 – ENVIRONMENTAL STUDIES & PERMITTING

Stantec will perform environmental studies and the preparation of technical letter reports covering threatened and endangered species, waters of the U.S., and cultural resources. The studies will be focused on the yellow highlighted area in **Figure 1**. Stantec anticipates that the 12-inch wastewater line replacement will require a self-certification under the USACE Nationwide Permit. Stantec will prepare and submit the appropriate documentation.

PROTECTED SPECIES

A desktop review and field investigation for habitat of State and Federally listed species, including Federal candidate species, likely affected by the proposed action will be performed. A technical report will be prepared documenting listed species, their habitat, and the results of the investigation will be prepared for use during agency coordination and permitting.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

WATERS OF THE U.S.

An assessment of jurisdictional waters of the U.S., including wetlands, within the project area to support compliance with Section 404 of the Clean Water Act (CWA) will be performed. This includes a desktop review and field investigation. A waters assessment report documenting the results of the assessment will be prepared for use during agency coordination and permitting.

CULTURAL RESOURCES

A background review of historical and archaeological sources, including an inventory of recorded sites from the Texas Archaeological Research Laboratory, will be performed. An Antiquities Permit will be prepared and submitted to the Texas Historical Commission (THC) for approval. A field investigation augmented by shovel testing for historical and archaeological resources will be required.

Additionally, mechanical trenching will be required in areas of previously undisturbed sediment with potential for archaeological resources, particularly in the western portion of the project. A report will be prepared summarizing the results of these investigations in compliance with Texas Antiquities Code (TAC) and Section 106 of the National Historic Preservation Act (as applicable). This report will be submitted to THC for review and concurrence and will be utilized during United States Army Corps of Engineers (USACE) coordination and permitting.

Following the completion of the project, field records, site forms, and project documents will be curated at the Center for Archeological Studies at Texas State University, per the requirements of the Antiquities Code of Texas.

USACE SELF-CERTIFICATION LETTER

Stantec assumes that the project can be permitted under the USACE Nationwide Permit 58 without notification to the USACE. Stantec will prepare a self-certification letter providing support for this conclusion. This assumes that no more than 0.10 acre of wetlands or waterbodies will be permanently impacted and no habitat for federally threatened or endangered species will be disturbed.

ASSUMPTIONS

- Stantec anticipates that approximately 12 shovel tests and 4 trenches, up to 6-feet deep, will be required.
- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- The City will provide equipment access to the trench locations.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated. No physical barriers are planned to delineate work zones within the golf course.
- While Stantec and its subcontractor will make an effort to reduce the risk of ground rutting and disturbances from equipment access and excavation around the golf course, minor rutting may still occur. This Scope does not include any restoration of the site to repair ruts.
- If archeological artifacts are found during the course of the field investigations, a separate scope for the proper handling of these materials, including fee estimate and anticipated schedule, will be prepared for City review. This Scope excludes Phase II archaeological assessment, treatment plan, and memorandums of agreement.
- If coordination with USACE or additional stakeholders are required, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.
- It is assumed that there is no federal funding for this project that would trigger the preparation of the Texas Water Development Board Environmental Information Document.
- Construction permits, such as right-of-way/road occupancy permits, will be acquired by the contractor. If additional permits are required, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.

TASK 6 – PRELIMINARY DESIGN

DATA COLLECTION & REVIEW

At the commencement of the project, Stantec will develop and submit a request for information. Once received, Stantec will review the existing information, including record drawings, master planning documents, City standards, and other information pertinent to the project.

30% DESIGN SUBMITTAL

Stantec will develop conceptual (30%) Design Drawings and a Class 5 OPCC. This includes development of a basemap showing properties, surface features, and utilities. The drawings are anticipated to include the following sheets:

- Cover Sheet.
- Notes Sheet – General Notes and Legend.
- Overall Site Plan.
- Sewer Plan Sheets at 1" = 20' horizontal scale.
- City Standard Details.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

DESIGN REVIEW

The City will have an opportunity to review and comment on the preliminary design deliverables. Stantec will also facilitate a virtual Design Review Meeting to discuss comments. All recommended improvements will be advanced to subsequent design phases.

DELIVERABLES:

- Design Drawings (30%) – electronic copy (PDF).
- Class 5 OPCC – electronic copy (PDF).
- Comment responses – electronic copy (PDF).

ASSUMPTIONS:

- Stantec shall be entitled to reasonably rely upon the accuracy and completeness of information and data provided by Client, its other consultants or obtained from generally acceptable sources within the industry, without independent verification, except to the extent such verification is expressly included in this Scope. Where such information or data originates either with the Client, or its separate consultants, or generally acceptable sources within the industry, then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.
- Drawings will be formatted as 22" x 34" sheets. CAD files will not be submitted as part of the 30% Design.
- Stantec CAD standards will be used for drawing style.
- CAD files will not be submitted as part of the 30% Design.
- The City will have a 3-week review time in order to maintain the project schedule.
- Stantec will facilitate 1 meeting with the City to review the preliminary design deliverables.
- The City will compile all comments into 1 document or comment log.

TASK 7 – DETAILED DESIGN

During detailed design, Stantec will develop the contract documents, which consist of the drawings and specifications, as well as updated OPCCs. Detailed design includes 90%, and 100%/Final Design Phases. The specific contents of the submittal for each phase are detailed in the sub-sections below.

90% DESIGN SUBMITTAL

Stantec will incorporate comments from the 30% Design to develop the 90% Design deliverables, which are 90% Design Drawings, draft technical specifications, and a Class 3 OPCC. The drawings are anticipated to include the following sheets:

- Drawings included in the 30% Design Drawings, updated as needed.
- Addition of construction phasing/sequencing notes to the Notes sheet (if needed).
- Control Sheet.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

- Addition of profiles to Sewer Plan Sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
- Existing Sewer Main Abandonment Plan.
- Tree Removal and Protection Plan.
- Village Creek Crossing Plan and Details.
- Details for Tie-in(s) to Existing Sewers.
- Pipeline Embedment & Trenching Details.
- Backfill/Restoration Details for Pavement and Grassed Areas.
- Erosion Control Sheet (if needed).
- Structural Details (if needed).

Stantec will also circulate the design to franchise utilities whose existing facilities are located within the Project limits and may be impacted by the proposed design. Stantec will document utility correspondence and incorporate any utility-specific requirements into the contract documents.

DESIGN REVIEW

The City will have an opportunity to review and comment on the 90% design deliverable. Stantec will also facilitate a virtual Design Review Meeting during the review to discuss comments. Once all review is complete, Stantec will provide comment responses. All recommended improvements will be advanced to subsequent design phases.

100%/FINAL DESIGN SUBMITTAL

Stantec will incorporate review comments from the 90% Design to develop the 100%/Final Design deliverables. The 100% Design Drawings are anticipated to include sheets as outlined in 90% Design Drawings. The Specifications will include the technical specifications and front-end documents. The Drawings and Specifications will be ready for bid and signed by a professional engineer licensed in the State of Texas. Stantec will also prepare a Class 2 OPCC.

ASSUMPTIONS:

- Drawings will be formatted as 22" x 34" sheets. CAD files will be submitted with the 100%/Final Design Phase only.
- Stantec CAD standards will be used for drawing style.
- Tree planting plans are not included in this Scope. If needed, a separate scope for arborist services, including fee estimate and anticipated schedule, will be prepared for City review.
- Hidden Creek Golf Course will perform any specialized restoration of the golf course features, such as on fairways. Stantec design will be to backfill to existing grade and stabilize the area prior to final restoration by others.
- It is assumed that the wastewater line will generally be replaced in the same trench, so no utility conflicts are anticipated. If utility relocations are required, a separate scope for

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

supporting this coordination with the utility or any design, including fee estimate and anticipated schedule, will be prepared for City review.
- Traffic control plan will be developed by the contractor.
- When applicable, proposed work items will refer to City of Burleson or North Central Texas Council of Governments (NCTCOG) Standards.
- Front- End Documents (non-technical specifications) will be prepared by Stantec, using the City's standard documents following review by the City.
- The City will have a 3-week review time for each phase in order to maintain the project schedule.
- Only 1 round of detailed design comments is included in this Scope. Stantec will facilitate 1 meeting with the City to review the 90% Design Deliverables.
- For each review, the City will compile all comments into 1 document or comment log.

DELIVERABLES:

- Drawings:
  - 90% Design Drawings - electronic copies (PDF).
  - Contract Drawings (100%/Final Design Phase) – electronic copies signed by a professional engineer licensed in the State of Texas (PDF) and CAD files (DWG).
- Specifications:
  - Draft Technical Specifications (90% Design Phase) – electronic copies (Word).
  - Contract Specifications (100%/Final Design Phase) – electronic copies signed by a professional engineer licensed in the State of Texas (PDF).
- OPCC:
  - Class 3 OPCC (90% Design Phase) – electronic copy (PDF).
  - Class 2 OPCC (100%/Final Design Phase) – electronic copy (PDF).
- Comment responses – electronic copy (PDF) for 90% Design Phase.

TASK 8 – BID AND CONSTRUCTION PHASE SERVICES

Stantec will provide bid and construction phase services, as requested by the City, up to a fee of **$35,470**.

BID PHASE SERVICES

The following tasks are included in the fee estimate for bid phase services:

- Attend 1 pre-bid meeting in-person.
- Provide written addenda to address comments from the pre-bid meeting.
- Revise Contract Documents to address addendum items.
- Answer Contractor's technical questions related to the Contract Drawings and Contract Specifications prior to bid submittals.
- Attend 1 bid opening meeting in-person.
- Provide a bid tabulation and letter of award recommendation.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

EXHIBIT "A" SCOPE OF SERVICES
12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN
CITY PROJECT NO. WW2601

ASSUMPTIONS:

- The City will prepare the bid package.
- Stantec will not provide a reference check of the lowest bids.
- Stantec will work on tasks requested by the City and will notify the City when the allotted fee is nearing completion. Any tasks/items beyond that can be authorized by the City with additional fee, if necessary.

DELIVERABLES:

- Addendum to address comments from the pre-bid meeting, including revised Contract Documents as required.
- Bid tabulation and letter of award recommendation.

CONSTRUCTION PHASE SERVICES

The following tasks are included in the fee estimate for construction phase services:

- Prepare a Conformed Set of the Contract Documents.
- Attend 1 Pre-Construction Meeting in-person.
- Attend up to 7 monthly progress meetings virtually.
- Perform up to 5 half-day site visits during construction.
- Review up to 30 construction submittals.
- Review up to 8 requests for information (RFIs).
- Review up to 2 change orders (COs).
- Provide record drawings.

ASSUMPTIONS:

- The construction duration is assumed to be up to 8 months.
- The City will provide site inspection services.
- The City will facilitate monthly construction progress meetings.
- The City will handle contractor invoicing and track all documentation, including submittals, RFIS, and change orders.
- Record drawings will be prepared with red-line data obtained from the Contractor and/or the City. This information will be assumed to be reliable, and Stantec shall not be responsible for accuracy of this information, nor for any errors or omissions which appear in Record Drawings as a result.
- The City or Contractor will prepare tie-cards for laterals, if required.
- Stantec will work on tasks requested by the City and will notify the City when the allotted fee is nearing completion. Any tasks/items beyond that can be authorized by the City with additional fee, if necessary.

Docusign Envelope ID: F780487C-04B4-48EA-B4D1-58EFEB1C499C

DELIVERABLES:

- Conformed Set of the Contract Documents – electronic copies (PDF).
- Comments on construction submittals, responses to RFIs, and input on change orders via email or a digital construction management system identified by the City.
- Record drawings – electronic copies (PDF and CAD).

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EXHIBIT "A" – FIGURE 1
12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN
CITY PROJECT NO. WW2601

City Council Regular Meeting

DEPARTMENT: **Economic Development**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Second Amendment to the 380 and Development Agreement for Public and Private Improvements in the Reinvestment Zone Number Two, City of Burleson Between the City of Burleson and Depot on Main Holdings, LLC (CSO#543-11-2016). (*Staff Contact: Alex Philips, Economic Development Director*)

SUMMARY:

The Depot on Main is a multi-family development at 125 N. Main St. in Old Town Burleson consisting of 275 residential and six live/work, ground-floor units for future retail use. The site was previously the city-owned Public Works Service Center and was sold to the developer, Realty Capital Management (RCM) to redevelop. The project has an appraised value of over $21 million.

On November 14, 2016, the City Council approved an agreement with RCM to reimburse the developer's cost for public improvements (roads, sidewalks, etc.) with funds from the Reinvestment Zone Number Two (TIF #2). On September 8, 2020, the City Council approved the First Amendment to the agreement extending performance dates, extending the term of the agreement, and decreasing the percentage of the TIF #2 fund reimbursement from 80% to 75%. The total maximum reimbursement of $2,000,000 did not change. The Amendment also included exhibits detailing a list of approved public improvements, and the site plan.

On June 7, 2021, the City Council approved a planned development zoning amendment that reducing the dwelling units per acre from 75 to 56.22, expanding the list of prohibited uses, prohibiting the use of corrugated metal as a building material and extending the allowable height from three stories to five. The amendment was requested by RCM to adjust the layout of the site to accommodate an area that was determined to be undevelopable as the result of a flood study and would need to be used instead for 100-year flood storage. RCM agreed to construct a dog park amenity in the detention area that would also be available to the public. RCM planned to construct a trail in the Union Pacific Railroad (UPRR) right-of-way for their residents and the public to access the dog park.

Despite coordination with City staff and UPRR, RCM could not be granted permission to construct a pedestrian trial in the UPRR right-of-way. Exhausting all other options, the only ADA accessible path to the dog park is a pedestrian bridge over the low-water crossing.

The cost to build a pedestrian bridge and the associated changes were not anticipated by RCM or the City at the time of approval of the current site plan and project financing. RCM does not have available funds for these unforeseen costs to complete the dog park and provide public access. RCM has requested a portion of the $2,000,000 TIF2 reimbursement be expedited to cover these additional costs within the original grant amount. The expedited payments will be subject to performance measures and total $700,000.

If approved, this amendment would replace exhibits to reflect the updated list of public improvements and the updated site plan with the bridge, fencing and sidewalk around the dog park. In addition to annual TIF2 rebate payments, RCM will receive the following payments associated with performance measures:

FY25:
- $250,000 – Submit complete site plan amendment application by Sept. 1, 2025
  - Approved administratively based on City Council approve amendment exhibits
- $125,000 – Obtain building permit and commence construction by Sept. 30, 2025

FY26
- $100,000 – Flatwork inspected and accepted by Dec. 31, 2025
- $150,000 – Pedestrian bridge inspected and accepted by Sept. 30, 2026

FY27
- $75,000 – Final acceptance of all dog park improvements by Sept. 30, 2027

RECOMMENDATION:

Staff recommends approval

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

380 and Development Agreement for Public and Private Improvements in Reinvestment Zone Number Two, City of Burleson Between the City of Burleson and Realty Capital Management, LLC was passed by City Council on November 14, 2016.

First Amendment to 380 and Development Agreement for Public and Private Improvements in Reinvestment Zone Number Two, City of Burleson Between the City of Burleson and Realty Capital Management, LLC was passed by City Council on September 8, 2020.

REFERENCE:

CSO#543-11-2016 (Original Agreement)

CSO#1499-09-2020 (First Amendment)

FISCAL IMPACT:

Proposed Expenditure/Revenue: $250,000
Account Number(s): 215-66045

Fund: TIF #2
Account Description: Econ Dev Incentive

Note: Approval of this agreement does not increase the total expenditures associated with the project. $250,000 will be accelerated in FY25.

STAFF CONTACT:

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

Depot on Main – Ch. 380 Agreement Amendment & Public Access and Trail Easement

CITY COUNCIL

7/21/2025

Depot on Main

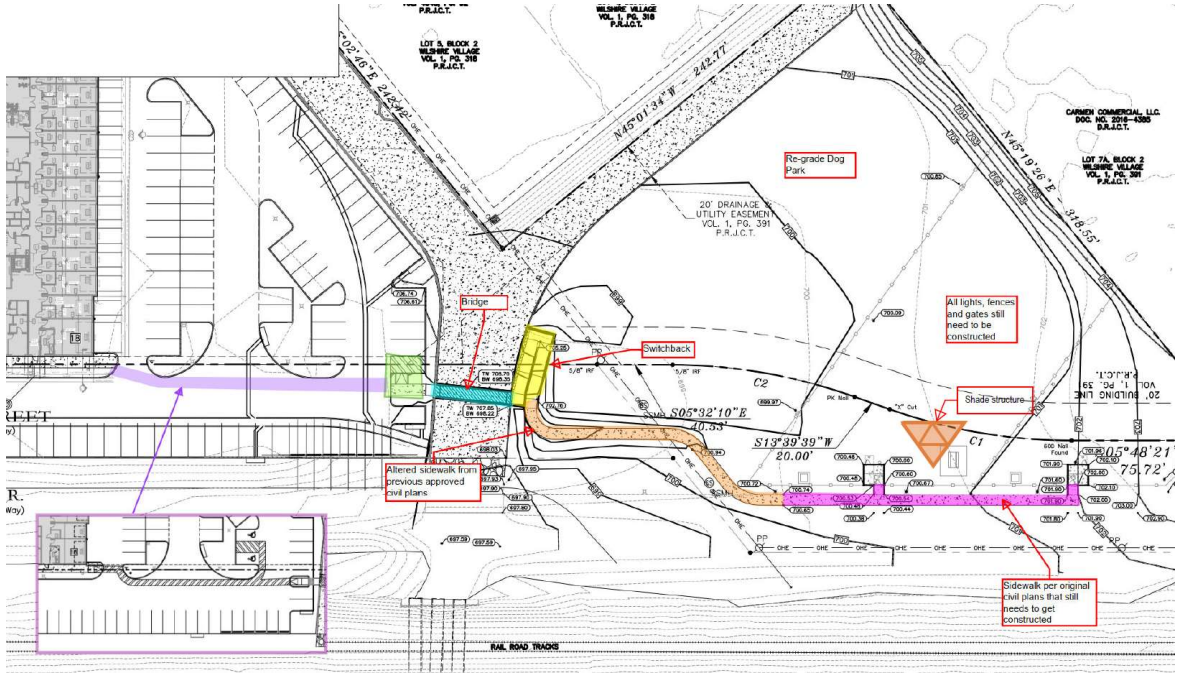
- 275-unit, Class-A Multifamily Development
- Located on N. Main St. & King St. in Old Town
- Former site of the City of Burleson Service Center
- Appraised value: $21 million+
- Current 380 agreement with Depot on Main
  - 75% TIF #2 rebate annually
  - Maximum rebate: $2 million
  - Rebate to reimburse public infrastructure (sidewalks, parking, streetscape, etc.)

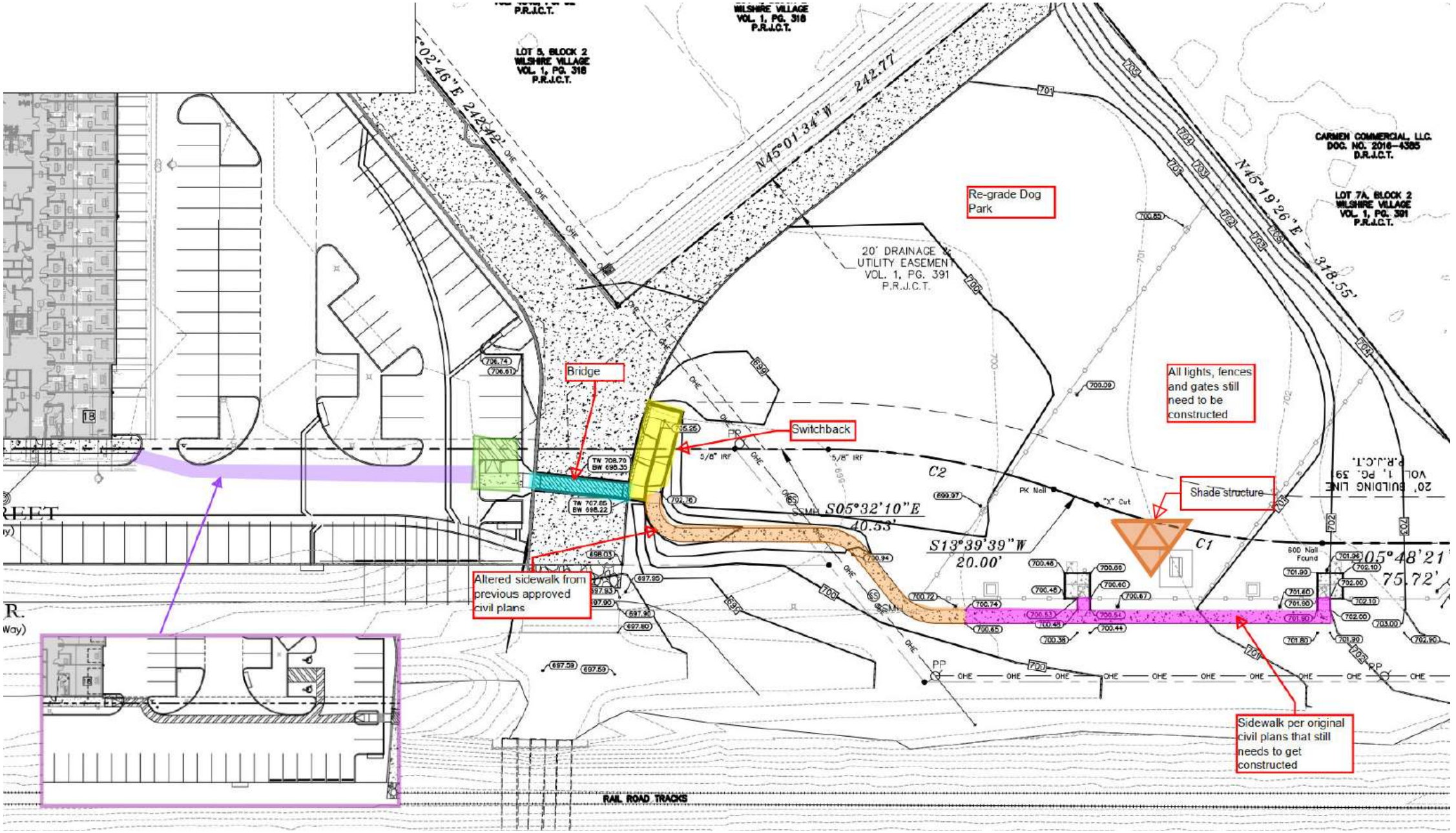
Drainage and Dog Park

- On June 7, 2021, City Council approved a PD zoning amendment reducing dwelling units/acre from 75 to 56.22, prohibiting corrugated metal
- The amendment was requested due to site restrictions caused by the results of a flood study
- The Site Plan was also amended to include a public dog park in the detention area. And a trail on UPRR right-of-way for the public to access the park

Drainage and Dog Park

- Depot on Main and City staff worked with UPRR and exhausted all options for a pedestrian trial. UPRR will not allow any pedestrian infrastructure on their right-of-way
- Staff made recommendations for a sidewalk and pedestrian bridge for ADA access over the drainage channel to the dog park possible
- Depot on Main studied initial design, and priced full design and construction
- Depot on Main does not have funds available to complete the dog park with these unforeseen changes

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Switchback
All lights, fences and gates still need to be constructed
Shade structure
Altered sidewalk from previous approved civil plans
Sidewalk per original civil plans that still needs to get constructed
20' DRAINAGE & UTILITY EASEMENT VOL. 1, PG. 391 P.R.J.C.T.
LOT 5, BLOCK 2 WILSHIRE VILLAGE VOL. 1, PG. 318 P.R.J.C.T.
LOT 7A, BLOCK 2 WILSHIRE VILLAGE VOL. 1, PG. 391 P.R.J.C.T.
CARMEN COMMERCIAL, LLC DOC. NO. 2016-4385 D.R.J.C.T.
N45°01'34"W - 242.77'
N45°19'26"E - 318.55'
S05°32'10"E 40.53'
S13°39'39"W 20.00'
RAIL ROAD TRACKS

Amendment

- Depot on Main has requested to amend their site plan to add pedestrian bridge and shade structure, revise fencing, gates, lighting and sidewalks to create public access
- Amend 380 exhibits to include new site plan and updated costs of approved public improvements
- Make performance measure payments totaling $700,000, remainder for $2M reimbursement payments continue through annual grant TIF2 rebate
- Site plan amendment to be approved administratively based on amendment exhibits

Expedited reimbursement payments:

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FY27

- $75,000 – Final acceptance of all dog park improvements by Sept. 30, 2027

Public Access and Trail Easement

- The improvements related to public access to the Depot on Main's dog park include sidewalk, flatwork, retaining walls and the pedestrian bridge over a drainage channel
- To ensure the function of the drainage channel, Depot on Main will be responsible to maintain both sides of the retaining wall of the drainage channel, the pedestrian bridge, and flatwork at its own cost
  - If Depot fails to do so, the City has the right, but not the obligation, to perform maintenance, repair, reconstruction, or replacement, and Depot must reimburse the City for these costs
  - The City is responsible for the function of channel; maintaining the concrete bottom, flume and keeping it clear of obstructions

Requested Action

- Approve or deny the Second Amendment to the 380 and Development Agreement for Public and Private Improvements in the Reinvestment Zone Number Two, City of Burleson Between the City of Burleson and Depot on Main Holdings, LLC

- Approve or deny a Public Access and Trail Easement between Depot on Main Holdings, LLC and the City of Burleson

SECOND AMENDMENT TO

380 AND DEVELOPMENT AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS IN REINVESTMENT ZONE NUMBER TWO, CITY OF BURLESON, BETWEEN THE CITY OF BURLESON AND DEPOT ON MAIN HOLDINGS, LLC

This Second Amendment to 380 and Development Agreement for Public and Private Improvements in Reinvestment Zone Number Two, City of Burleson, between the City of Burleson and Depot on Main Holdings, LLC (the "Second Amendment") is made and entered into by and between City of Burleson, a Texas municipal corporation of Tarrant and Johnson Counties, Texas (the "City"), acting by and through its City Manager; the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, City of Burleson, Texas (the "Board"), acting by and through its Board President; and Depot on Main Holdings, LLC, a Texas limited liability company ("Depot").

RECITALS

WHEREAS, on or about November 14, 2016, the City, the Board and Realty Capital Management, LLC ("RCM") entered into a "380 and Development Agreement for Public and Private Improvements in Reinvestment Zone Number Two, City of Burleson, between the City of Burleson and Realty Capital Management, LLC" (the "Agreement"), which is incorporated into this Second Amendment as if fully set forth herein; and

WHEREAS, the Agreement was amended by that First Amendment to the Agreement (the "First Amendment"), which became effective on September 9, 2020, and which is incorporated into this Second Amendment as if fully set forth herein; and

WHEREAS, all rights, title, interest, responsibilities, and obligations in and to the Agreement and the First Amendment were assigned to Depot (an Affiliate of RCM) pursuant to Article 12 of the Agreement by that written "Notice of Assignment" dated January 29, 2024; and

WHEREAS, Union Pacific Railroad has denied approval of the hike and bike trail and low water crossing shown in the approved site plan for the Project, and the City and Depot desire to provide for alternative access and associated changes to the dog park, which includes, but is not limited to, the construction of a pedestrian bridge over the existing drainage channel; and

WHEREAS, the parties desire to amend the Agreement, as amended by the First Amendment, by executing this Second Amendment as set forth below, with all other terms of the Agreement and the First Amendment to remain unchanged, except as specifically amended by this Second Amendment.

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

1. Program Grant. A new Section 5.06 is hereby added to the Agreement, as amended by the First Amendment, as follows:

"5.06 The City shall make Grant Payments to Depot from the Available TIF Revenue for the additional costs of construction of a pedestrian bridge and associated changes (the "Dog Park Public Improvements") as shown on **Exhibit A-1** and more specifically detailed on **Exhibit B**, which are attached and incorporated into this Second Amendment. Grant Payments pursuant to this Section 5.06 shall be made within sixty (60) days following Depot's submittal or completion of the applicable matter hereunder. For purposes of this Section 5.06, City and Depot acknowledge and agree that each "Fiscal Year" shall commence on October 1st of a calendar year and end on September 30th of the following calendar year.

i. **Fiscal Year 2025**. Depot shall apply to the City for an amended site plan showing the Dog Park Public Improvements identified in the attached **Exhibit A-1** by September 1st, 2025, which shall be subject only to administrative approval by the City in accordance with the City's Ordinances. Upon Depot's submittal of the amended site plan, the City shall make a Grant Payment to Depot in the amount of **Two-Hundred and Fifty Thousand Dollars and no/cents ($250,000)**. Administrative approval of the amended site plan shall be considered an amendment to this Agreement, and **Exhibit A**, which is attached hereto shall be automatically replaced without the need for further written amendment to this Agreement, as previously amended. Thereafter, the City shall make a Grant Payment to Depot in the amount of **One-Hundred and Twenty-Five Thousand Dollars and no/cents ($125,000)**, if Depot obtains a building permit and commences construction of Dog Park Public Improvements by September 30th, 2025, which shall be extended on a day-for-day basis on account of any delays by the City or other delays which are outside the control of Depot (including, but without limitation, events of force majeure).

ii. **Fiscal year 2026**. Depot shall construct all flat work for the Dog Park Public Improvements, which shall be ready for inspection and written acceptance by the City by December 31st, 2025, subject to any delays by the City which are outside the control of Depot. Upon inspection and written acceptance of the flatwork, the City shall make a shall make a Grant Payment to Depot in the amount of **One-Hundred Thousand Dollars and no/cents ($100,000)**. In accordance with applicable City Ordinances, the City shall grant temporary occupancy of the dog park after the flatwork is inspected and accepted. Thereafter, the City shall make a Grant Payment to Depot in the amount of **One-Hundred and Fifty Thousand Dollars and no/cents ($150,000)**, if the pedestrian bridge and the dog park shade structure are inspected and written acceptance is made by the City by September 30th, 2026, which shall be extended on a day-for-day basis on account of any delays by the City or other delays which are outside the control of Depot (including, but without limitation, events of force majeure).

iii. **Fiscal year 2027**. Depot shall complete construction of all Dog Park Public Improvements by September 30th, 2027, which shall be extended on a day-for-day basis on account of any delays by the City or other delays which are outside the control of Depot (including, but without limitation, events of force majeure). Upon final inspection and written acceptance of all Dog Park Public Improvements by the City, the City shall make a Grant Payment to Depot in the amount of **Seventy-Five Thousand Dollars ($75,000)**.

iv. Each deadline required by this Section 5.06 shall be subject to Section 7.01 of the Agreement. In the event Depot is diligently pursuing the performance measures in good faith, but fails to meet any of the deadlines required by this Section 5.06, the Available TIF Revenue related to the missed performance measures shall be rolled over to the following fiscal year and may by funded upon completion of the performance measure for a period not to exceed five (5) fiscal years. In the event any of the deadlines required by this Section 5.06 is extended on account of any delays by the City or other delays which are outside the control of Depot (including, but without limitation, events of force majeure), each subsequent deadline shall be extended by the applicable number of days the previous deadline was so extended.

2. **Exhibits.** The following Exhibits to the Agreement, as amended by the First Amendment, are hereby amended by this Second Amendment as follows:

(i) **Exhibit B** to the First Amendment ("Conceptual Site Plan of Development") is hereby replaced in its entirety with **Exhibit A** to this Second Amendment ("Current Site Plan of Development") which was approved by the Burleson City Council on June 7th, 2021; and

(ii) **Exhibit A-1** ("Pedestrian Bridge and Dog Park Improvements") is hereby added to the Agreement, as amended by the First Amendment and this Second Amendment; and

(iii) **Exhibit C** to the First Amendment ("Project Costs and Improvements") is hereby amended by **Exhibit B** to this Second Amendment to include the additional project costs and improvements for the pedestrian bridge and dog park ("Additional Project Costs and Improvements"). For avoidance of doubt, **Exhibit B** to this Second Amendment shall supplement, not replace, **Exhibit C** to the First Amendment.

3. **Effect of Amendment.** All other terms, definitions, and conditions of the Agreement and the First Amendment, with the exception of the terms, definitions, and conditions modified by this Second Amendment, shall remain in full force and effect.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed and effective as of the date of the last signature below.

THE CITY OF BURLESON,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on _____, 2025 by _____, known personally by me to be the _____of the City of Burleson, on behalf of said City.

[Notary Seal]

_____
Notary Public, State of Texas

DEPOT ON MAIN HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: _____
Name: Alexander Brown
Title:
Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 2025 by Alexander Brown, known personally by me to be the _____ of Depot on Main Holdings, LLC, a Texas limited liability company, on behalf of said company.

[Notary Seal]

_____
Notary Public, State of Texas

Tax Increment Financing
Reinvestment Zone Number Two,
City of Burleson, Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 2025 by _____, known personally by me to be the _____ of Tax Increment Financing Reinvestment Zone Number Two, City of Burleson, Texas, on behalf of said entity.

[Notary Seal]

_____
Notary Public, State of Texas

Exhibit A

Current Site Plan of Development

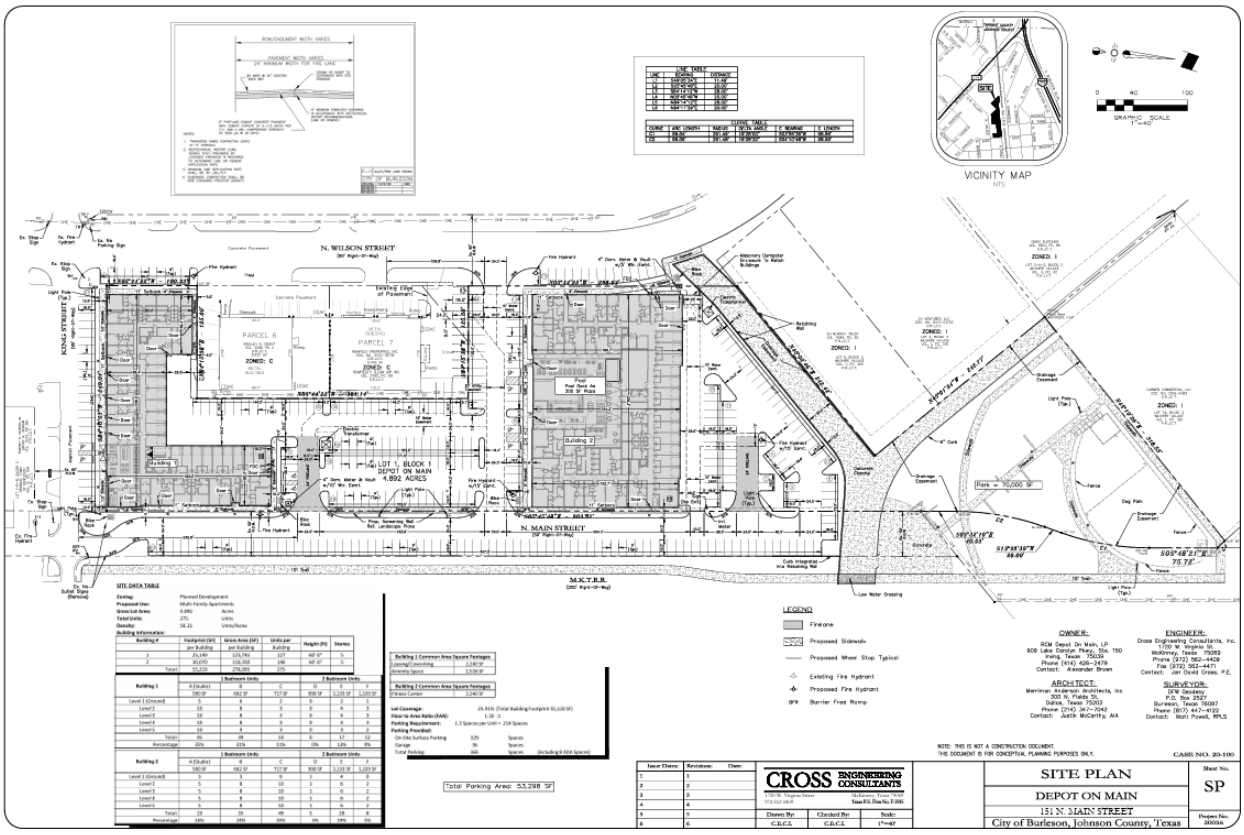
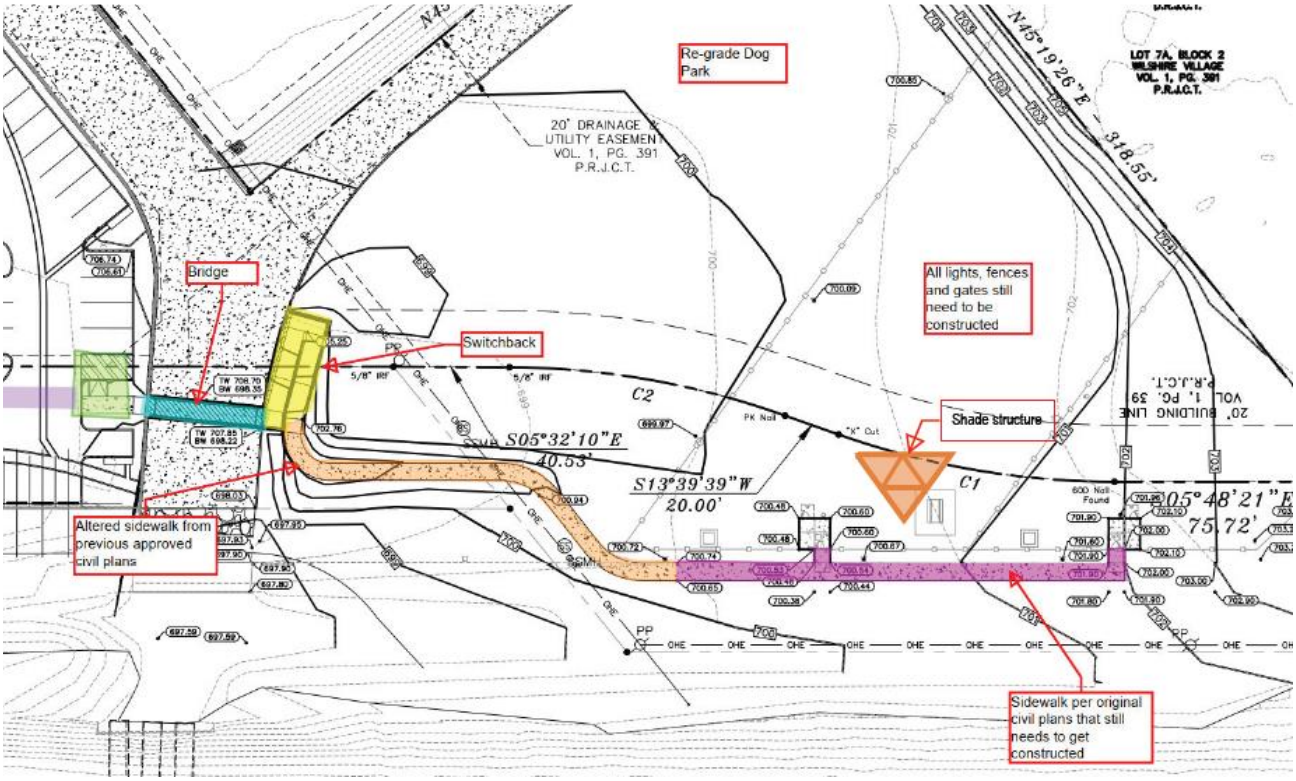


Exhibit A-1

Pedestrian Bridge and Dog Park Improvements



THIS EXHIBIT A-1 IS SUBJECT TO FINAL APPROVAL BY THE CITY OF AN AMENDED SITE PLAN FOR THIS PROJECT.

Exhibit B

Additional Project Costs and Improvements

Depot on Main 380 Payment for Park and Access - Exhibit "A"			
Line Item	**Total Cost**		**Notes**
Engineering Costs (estimated)			
Civil	$	23,750.00	Fees for amended site plan, construction documents, and amended flood study.
Structural	$	9,300.00	Fees for structural engineering of bridge.
Survey	$	800.00	Survey of existing paving to verify ADA path to bridge.
Subtotal:	**$**	**33,850.00**	
Construction Costs (estimated)			
Construction Costs	$	513,085.16	Construction costs per conceptual site plan.
Shade Structure	$	22,000.00	See concept image in Exhibit "B".
Subtotal:	**$**	**535,085.16**	
Past Invoices			
Past Invoices	$	42,484.07	Invoices for engineering exploration performed to date.
Subtotal:	**$**	**42,484.07**	
Total Public Improvement Costs	**$**	**611,419.23**	
Anticipated Contingency Required	**$**	**88,580.77**	
Total Reimbursement Request	**$**	**700,000.00**	

City Council Regular Meeting

DEPARTMENT: **Economic Development**

FROM: **Alex Philips, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Public Access and Trail Easement between Depot on Main Holdings, LLC and The City of Burleson for the public access and maintenance of improvements related to the Depot on Main development at 125 N Main Street. *(Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

The Depot on Main is a multi-family development at 125 N. Main St. in Old Town Burleson consisting of 275 residential and six live/work, ground-floor units for future retail use. The site was previously the city-owned Public Works Service Center and was sold to the developer, Realty Capital Management (RCM) to redevelop. The project has an appraised value of over $21 million.

On November 14, 2016, the City Council approved an agreement with RCM to reimburse the developer's cost for public improvements (roads, sidewalks, etc.) with funds from the Reinvestment Zone Number Two (TIF #2). On September 8, 2020, the City Council approved the First Amendment to the agreement extending performance dates, extending the term of the agreement, and decreasing the percentage of the TIF #2 fund reimbursement from 80% to 75%. The total maximum reimbursement of $2,000,000 did not change.

The public improvements include parking, sidewalks, retaining walls and a pedestrian bridge to allow the public access to Depot on Main's dog park amenity. The pedestrian bridge crosses over a City maintained drainage channel. This easement grants access to the public and defines the maintenance responsibilities related to flatwork, retaining walls and the pedestrian bridge to ensure the safety and function of the drainage easement.

RECOMMENDATION:

Staff recommends approval

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

List date and description of any prior action related to the subject

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:

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

Depot on Main – Ch. 380 Agreement Amendment & Public Access and Trail Easement

CITY COUNCIL

7/21/2025

Depot on Main

- 275-unit, Class-A Multifamily Development
- Located on N. Main St. & King St. in Old Town
- Former site of the City of Burleson Service Center
- Appraised value: $21 million+
- Current 380 agreement with Depot on Main
  - 75% TIF #2 rebate annually
  - Maximum rebate: $2 million
  - Rebate to reimburse public infrastructure (sidewalks, parking, streetscape, etc.)

Drainage and Dog Park

- On June 7, 2021, City Council approved a PD zoning amendment reducing dwelling units/acre from 75 to 56.22, prohibiting corrugated metal
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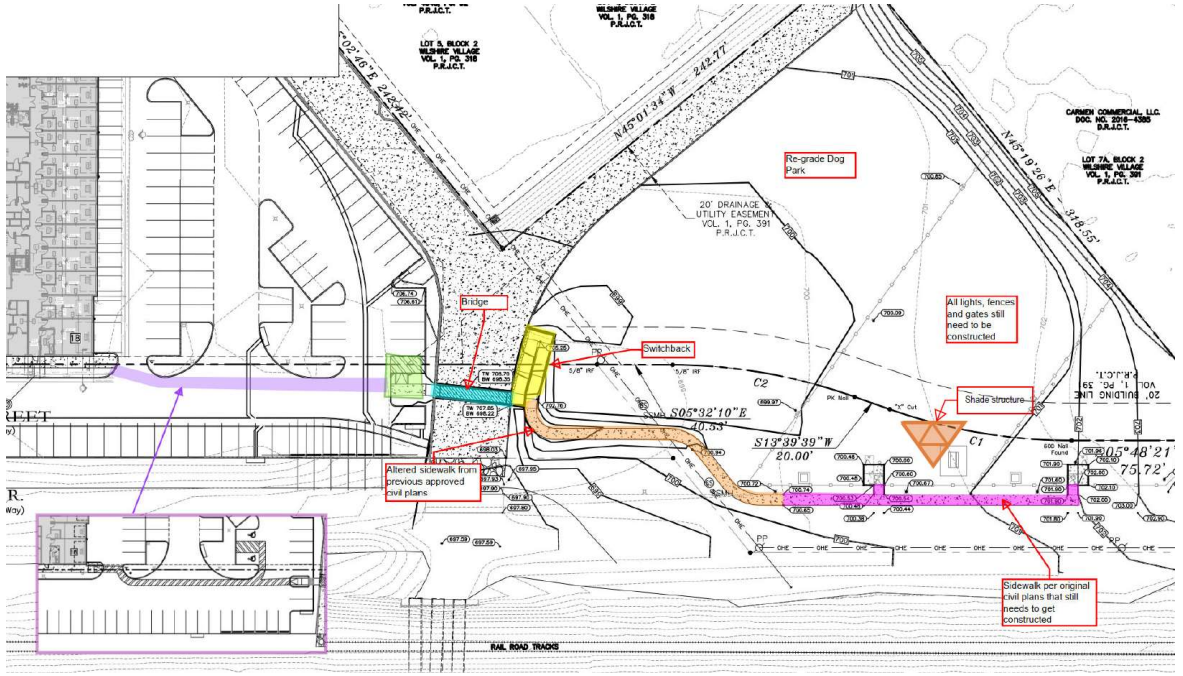

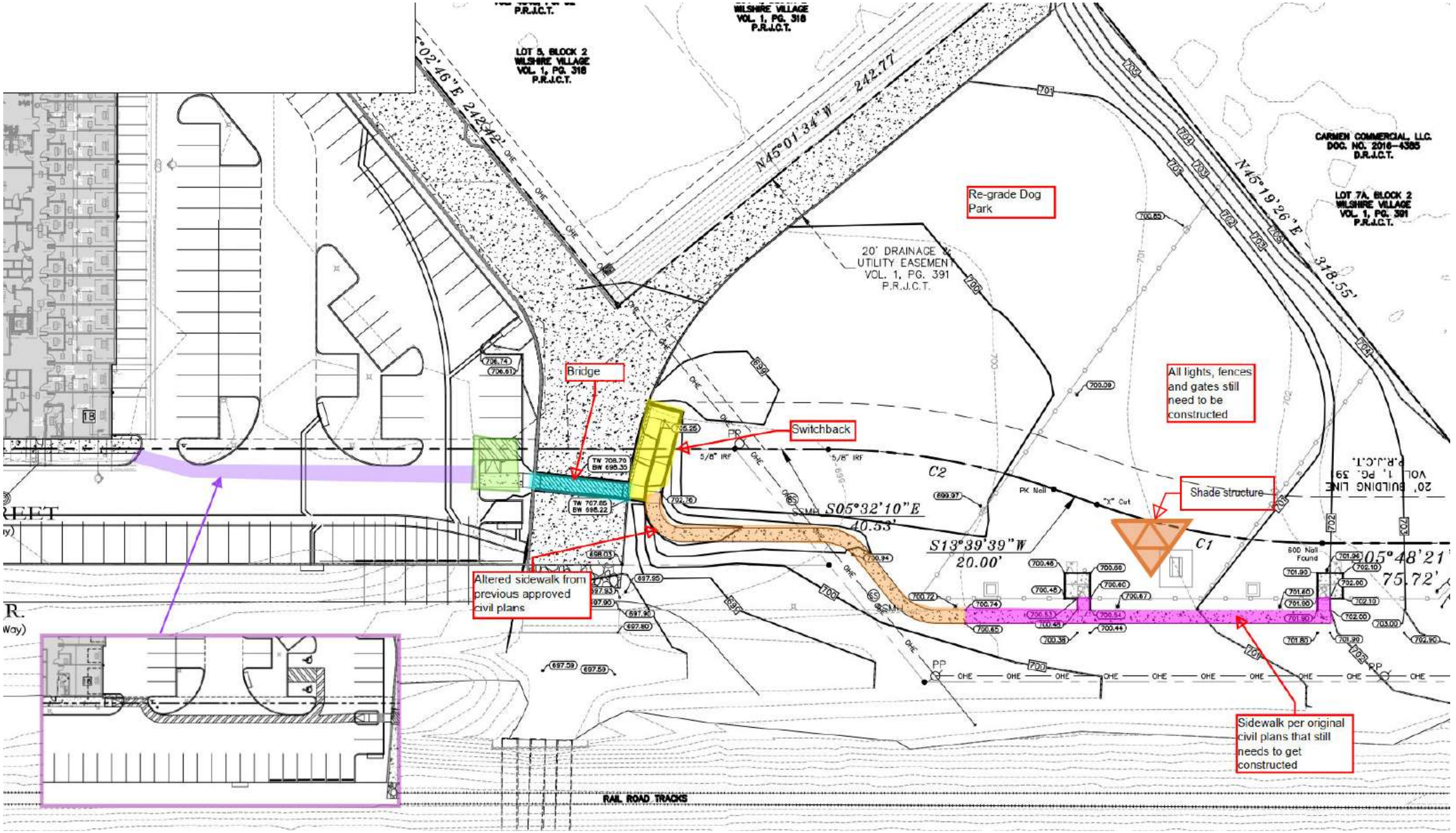
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C1
C2

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- The improvements related to public access to the Depot on Main's dog park include sidewalk, flatwork, retaining walls and the pedestrian bridge over a drainage channel
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Requested Action

- Approve or deny the Second Amendment to the 380 and Development Agreement for Public and Private Improvements in the Reinvestment Zone Number Two, City of Burleson Between the City of Burleson and Depot on Main Holdings, LLC

- Approve or deny a Public Access and Trail Easement between Depot on Main Holdings, LLC and the City of Burleson

City Council Regular Meeting

DEPARTMENT: **Capital Engineering**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a resolution supporting entering into the First Amendment to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) and authorize the City Manager to sign on behalf of the City. (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)

SUMMARY:

On April 21, 2025 City Council approved a Resolution authorizing the execution of an AFA with the TxDOT for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System). TxDOT has since identified one additional location that was not included in the original AFA and desires to amend the AFA. This item includes adopting a resolution supporting entering into the AFA Amendment.

TxDOT identified several at-grade railroad crossings that required additional roadway signage and pavement markings to meet applicable safety standards. TxDOT secured Section 130 Federal funding that is intended to improve at grade crossings. TxDOT will fund and manage the project in its entirety. The City of Burleson will assume ownership of the improvements and need to agree to maintain the improvements made with the project. The following railroad crossings will be upgraded:

- Alsbury Blvd between Candler St. and Hulen St. (DOT 020664T)
- Commerce St. connector between Wilshire Blvd and Commerce St. (DOT 415970E)
- Renfro St. between Commerce St. and Main St. (DOT 415972T)
- Ellison St. between Commerce St. and Main St. (DOT 415973T)
- Eldred St. between Commerce St. and Main St. (DOT 415974G)
- Alsbury Blvd between Commercial Blvd. and N Burleson Blvd. (DOT 414400N)

RECOMMENDATION:

Consider and take possible action on a resolution supporting entering into the First Amendment to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) and authorize the City Manager to sign on behalf of the City.

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

April 21, 2025 – City Council Adopted Resolution CSO#5783-04-2025 supporting entering into an Advance Funding Agreement (AFA) for local government maintenance of railroad pavement markings and signs (Off-System)

REFERENCE:

Resolution CSO#5783-04-2025

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

First Amendment to the Advance Funding Agreement (AFA) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System)

PRESENTED TO THE CITY COUNCIL

JULY 21, 2025

Purpose of the AFA Amendment

- Texas Department of Transportation (TxDOT) has identified BNSF Railway and Union Pacific Railroad highway-rail grade crossings in the City of Burleson.
- TxDOT received Section 130 Federal funding for construction of projects that eliminate hazards of railway-highway crossings.
- On April 21, 2025 City Council approved a Resolution authorizing the execution of an AFA with the TxDOT for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System).
- The City and TxDOT executed the AFA on May 13, 2025.
- TxDOT is now requesting an amendment to the AFA to include one additional crossing location within the City of Burleson.

AFA Project Locations

Alsbury Blvd between
Candler St. and Hulen St.

DOT 020664T

AFA Project Locations

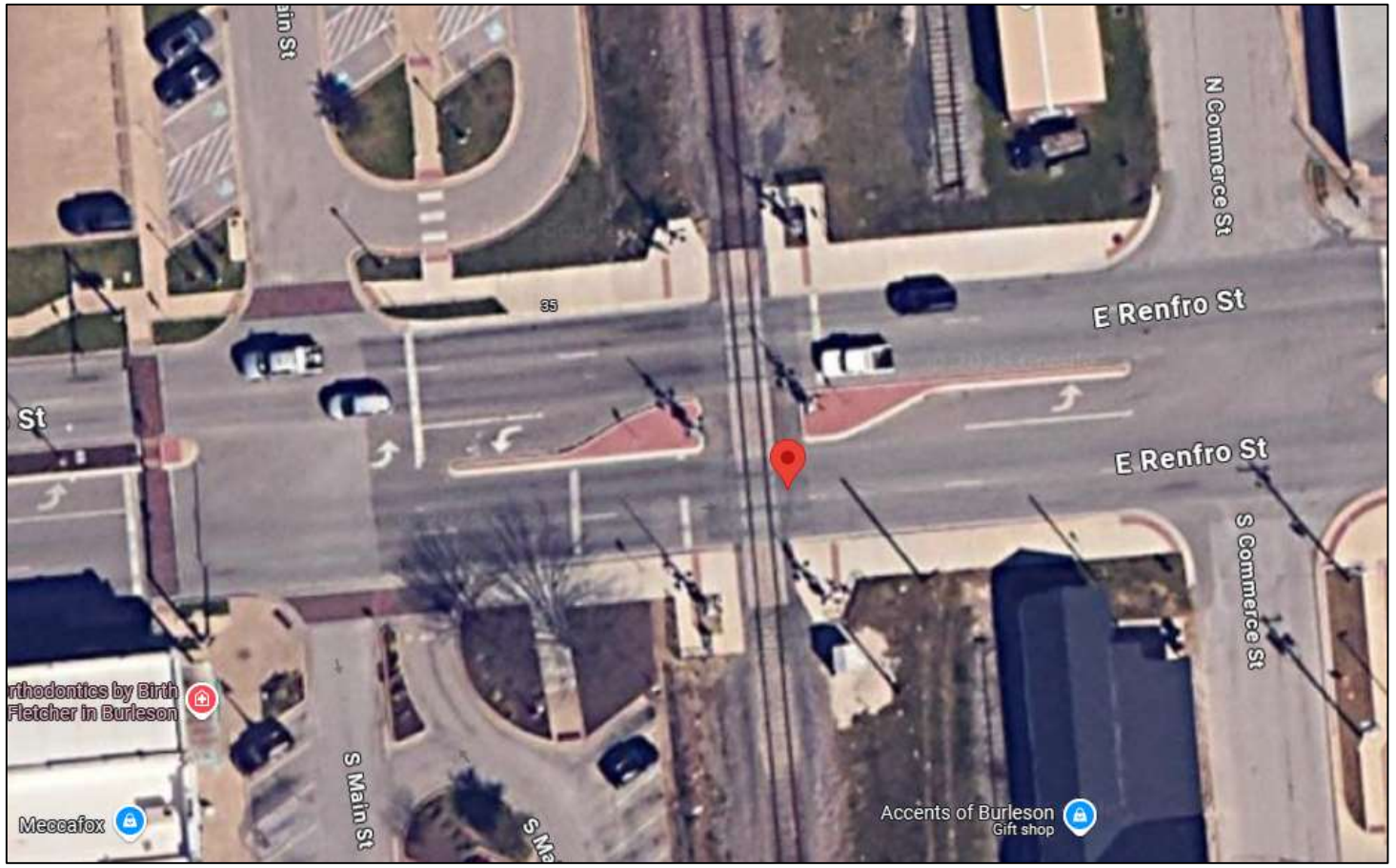
Commerce St. connector between Wilshire Blvd and Commerce St.

DOT 415970E

AFA Project Locations

Renfro St. between
Commerce St. and Main St.

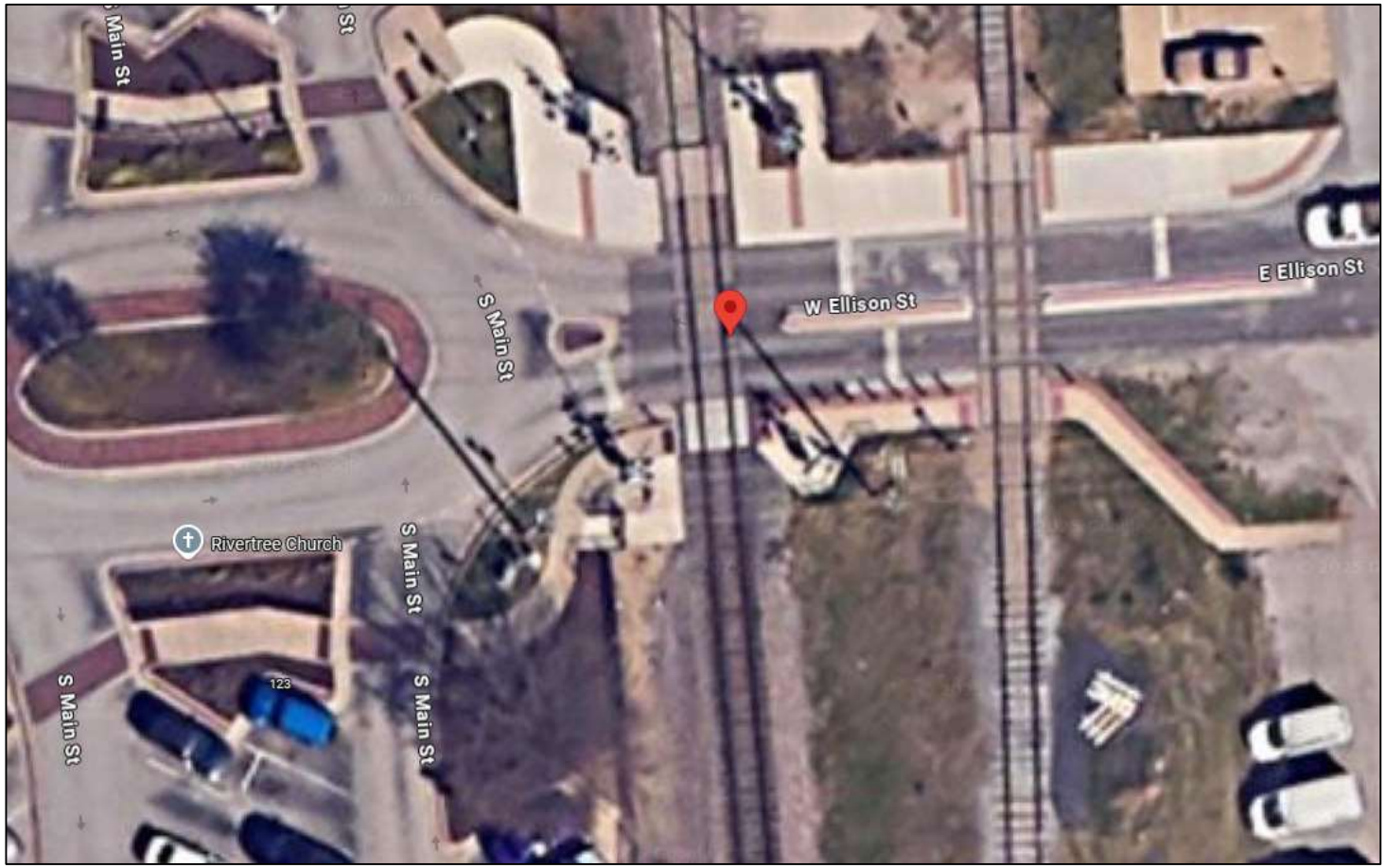
DOT 415972T



AFA Project Locations

Ellison St. between
Commerce St. and Main St.

DOT 415973T



159

AFA Project Locations

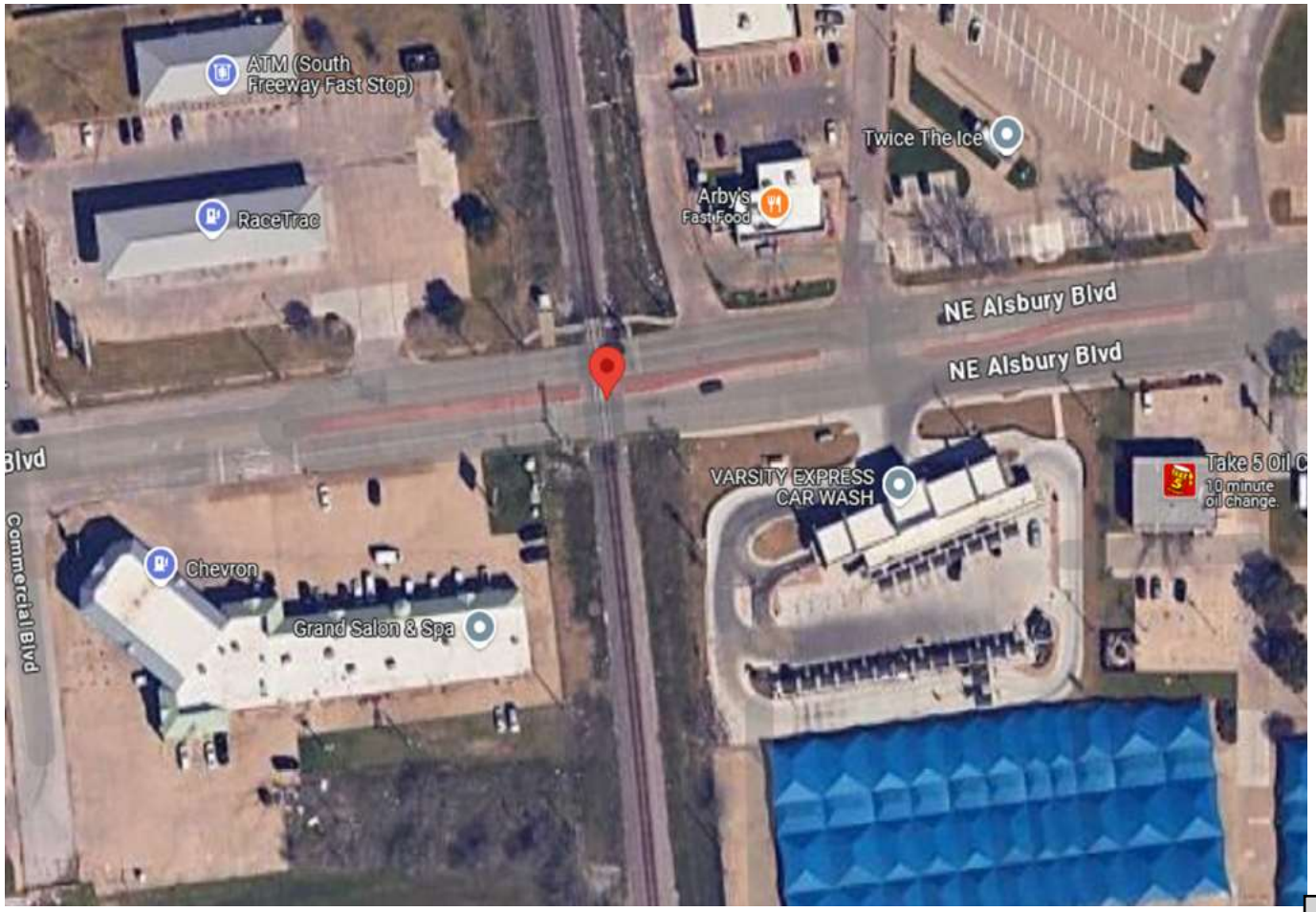
Eldred St. between
Commerce St. and Main St.

DOT 415974G

First Amendment Project Location

NE Alsbury Blvd. between Commercial Blvd. and Burleson Blvd.

DOT 414400N



Amendment Specifics

- Adding one additional location at NE Alsbury Blvd. between Commercial Blvd. and Burleson Blvd.

Maintains Original Agreement Specifics:

- TxDOT to fund 100% of the Project.
- TxDOT will manage the delivery of the Project.
- City of Burleson will own facilities upon completion of Project and must agree to maintain the installed signage and pavement markings.

Action Requested

Consider and take possible action on a resolution supporting entering into the First Amendment to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) and authorize the City Manager to sign on behalf of the City and authorize the City Manager to sign on behalf of the City Council.

Questions / Comments

Randall Morrison, P.E., Director of Capital Engineering
Capital Engineering
rmorrison@burlesontx.com
(817) 426-9295

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON SUPPORTING ENTERING INTO THE FIRST AMENDMENT TO THE ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM), BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized to enter into contracts with the State of Texas, including advance funding agreements with the Texas Department of Transportation (TxDOT); and

WHEREAS, the City and TxDOT executed an Advance Funding Agreement on May 13, 2025, for Local Government Maintenance of Railroad Crossing Approaches (Off-System) to maintain the installed improvements in the standards of the City of Burleson.; and

WHEREAS, TxDOT has initiated a project with the Railroad and will seek funding for the project to bring the highway-grade crossings into compliance with Federal, State and industry regulatory standards; and

WHEREAS, at the completion of the project, City of Burleson, shall receive from TxDOT at no cost, the installed improvements that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

WHEREAS, after accepting the roadway signage and pavement markings as locally owned facilities, City of Burleson agrees to maintain the installed roadway signage and pavement markings to the standards of the City of Burleson and in compliance with the TMUTCD; and

WHEREAS, City of Burleson, authorizes the First Amendment to the Advance Funding Agreement, executed on May 13, 2025, for Local Government Maintenance of Railroad Crossing Approaches (Off-System) with Texas Department of Transportation for the City of Burleson to maintain the installed improvements in the standards of the City of Burleson. The authorized representative of the City of Burleson is authorized to execute all documents necessary to complete this transaction;

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

Section 1.

The City Council supports entering into the First Amendment to the Advance Funding Agreement, executed May 13, 2025, for the maintenance of railroad crossing signs and pavement markings installed within the City of Burleson and as shown in Attachment 1.

Section 2.

The City Council hereby designates the City Manager, Tommy Ludwig, as the City's authorized official with the authority to execute the First Amendment to the Advance Funding Agreement, executed May 13, 2025, on behalf of the City should the City Council approve such an amendment. The City Council hereby directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

Section 3.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 4.

This resolution shall be effective immediately upon final passage.

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
E. Allen Taylor, Jr., City Attorney

Attachments:
Attachment 1

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name		REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			*AFA Not Used For Research & Development*	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Attachment 1

ADVANCE FUNDING AGREEMENT
For
LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the **City of Burleson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **05/13/2025** to effectuate their agreement to replace signs, striping, and markings at all railroad crossings; and,

WHEREAS, it has become necessary to amend that contract in order to add an additional railroad crossing that was omitted from the previous Advance Funding Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. The parties agree that the Agreement is amended as follows:

   In accordance with the original Advance Funding Agreement, the contract will terminate effective when signed by the last party of whose signing makes this Amendment fully executed.

2. Attachment A, Location Map Showing Project, is deleted in its entirety and replaced with Attachment A-1, Location Map Showing Project, which is attached to and made part of this Amendment. Add additional railroad crossing due to being omitted on the previous Advance Funding Agreement.

3. Attachment B, Scope of Work, is deleted in its entirety and replaced with Attachment B-1, Scope of Work, which is attached to and made part of this Amendment. Add additional railroad crossing due to being omitted on the previous Advance Funding Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name		REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			*AFA Not Used For Research & Development*	

All other provisions of the original contract are unchanged and remain in full force and effect.

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

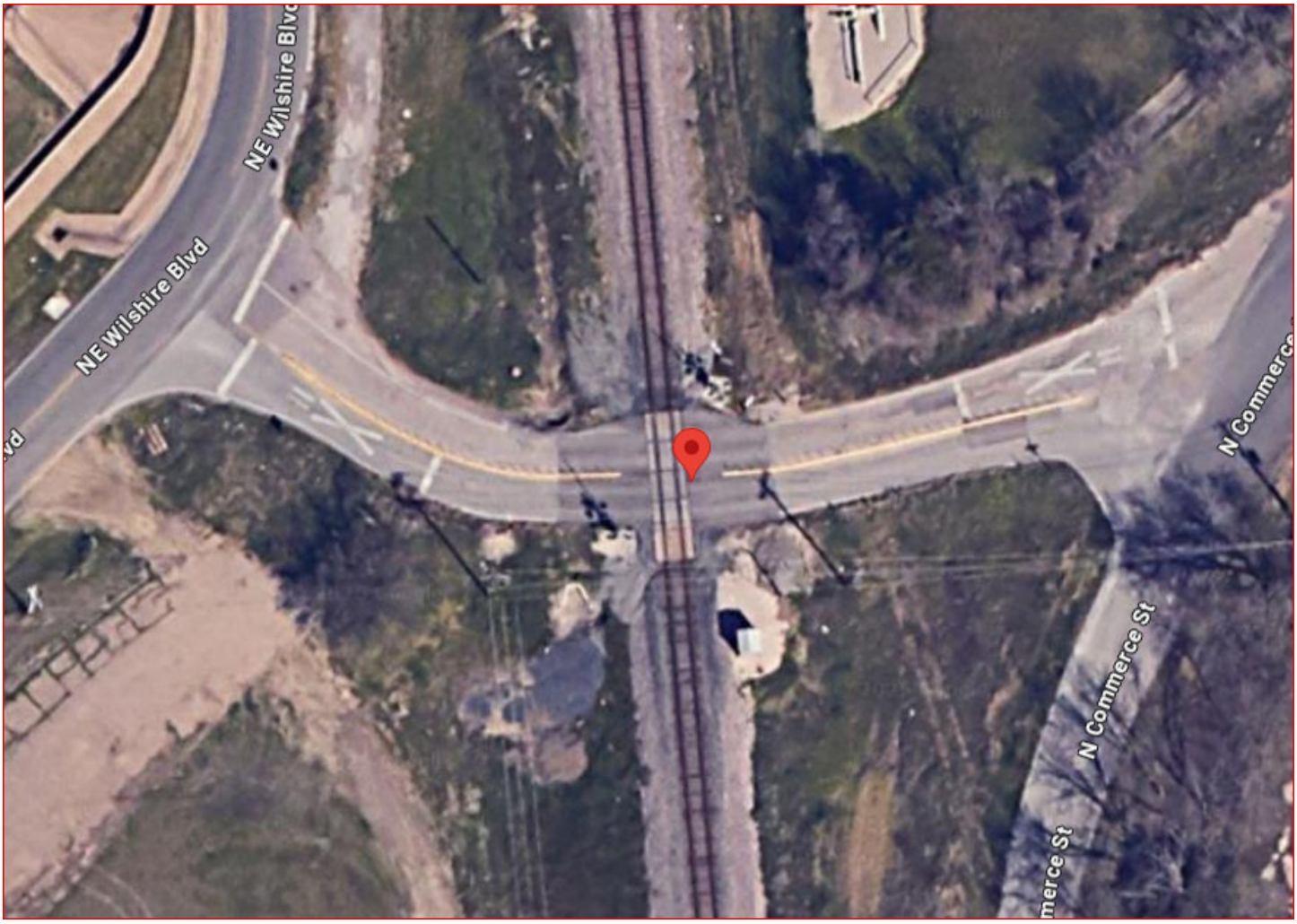
TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

ATTACHMENT A-1
PROJECT LOCATION MAP

DOT 020664T

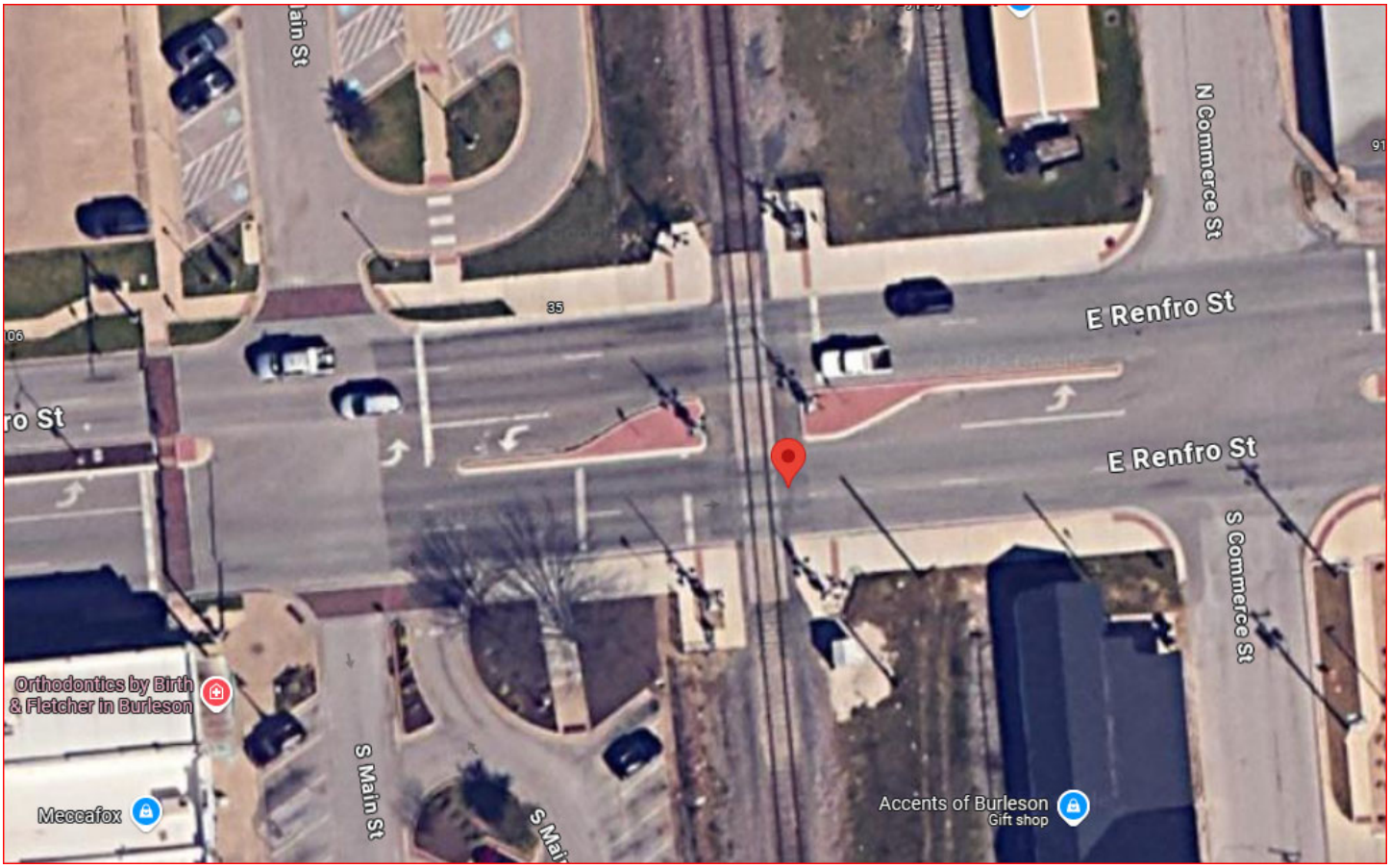
TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415970E



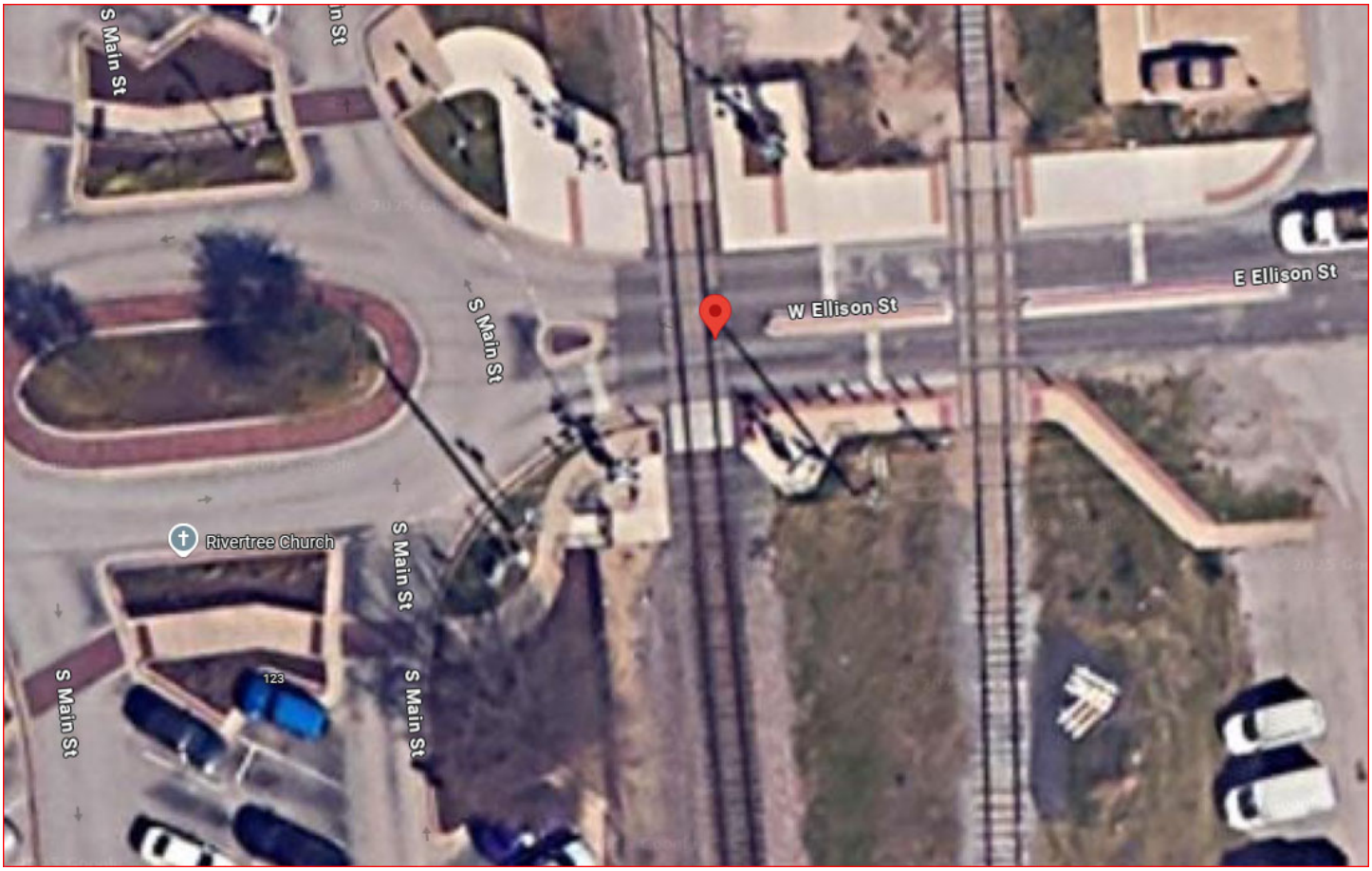
TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415972T



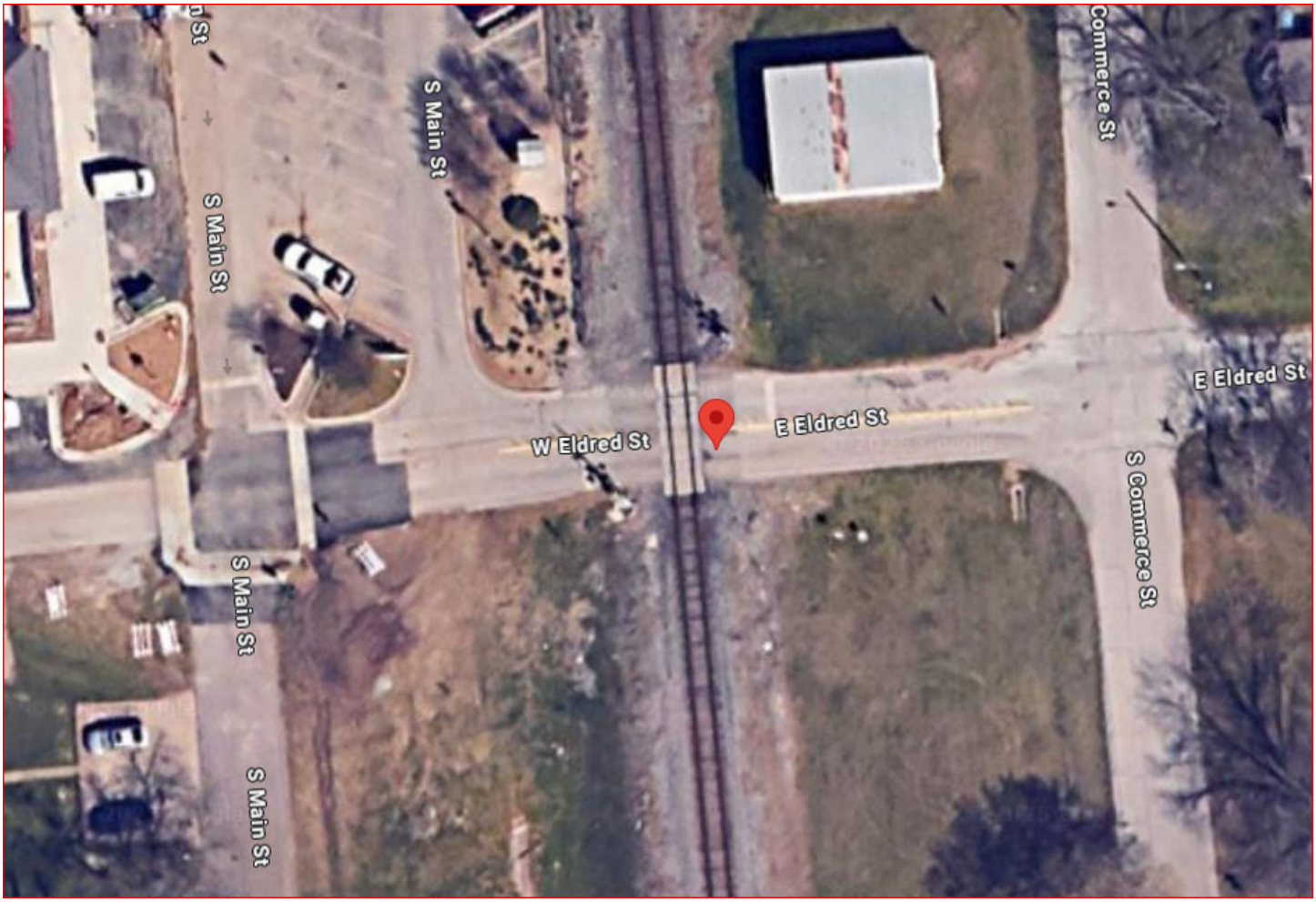
TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415973A



TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415974G



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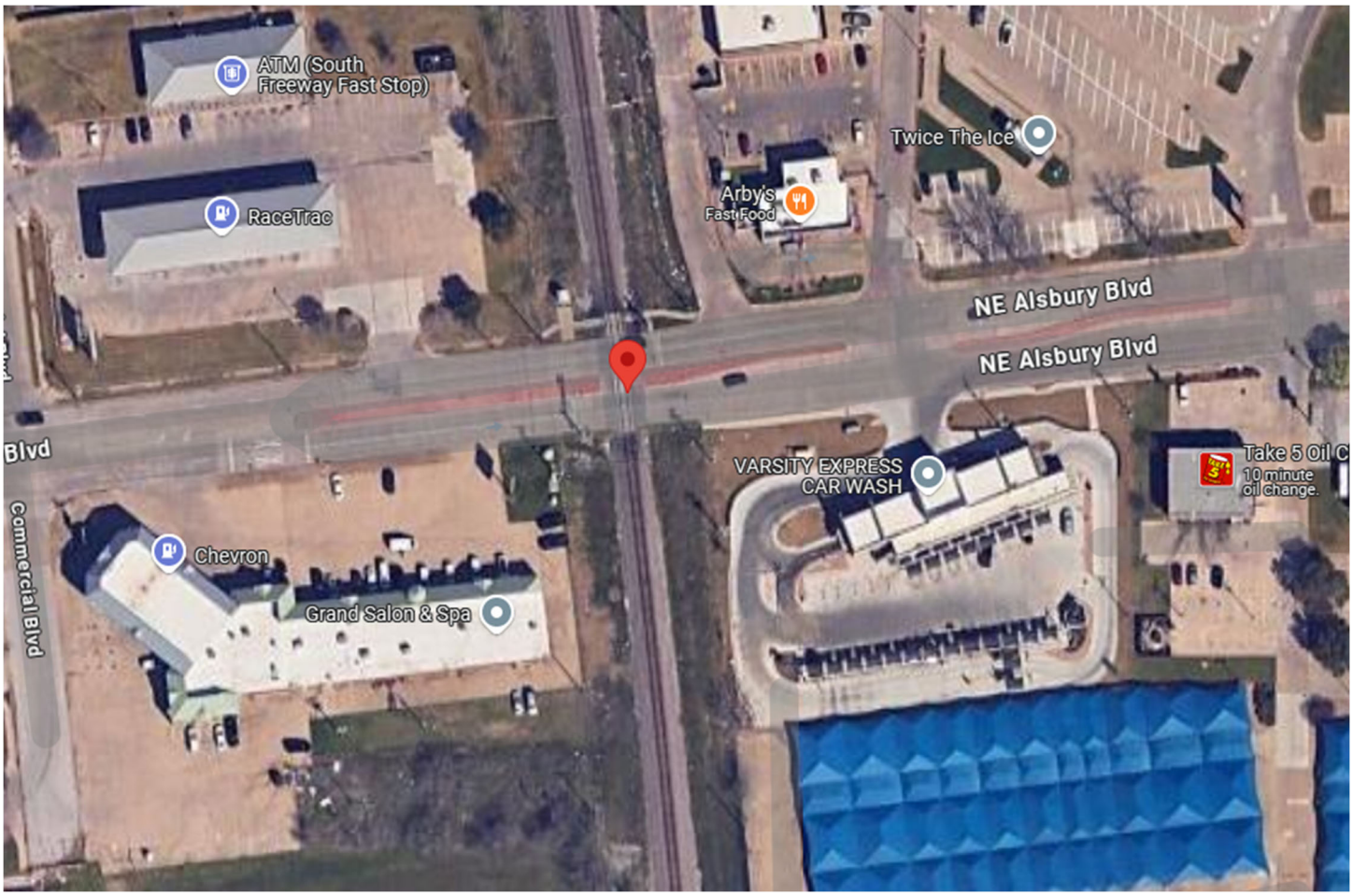
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 414400N



TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

ATTACHMENT B-1
SCOPE OF WORK

Project Signing & Striping Contract - CSJ 0902-50-147
Various Locations (see table below)
City of Burleson, Texas

SCOPE OF WORK

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

Location List:

DOT	Railroad	Crossing Street		DOT	Railroad	Crossing Street
020664T	BNSF	SW Alsbury Boulevard		415970E	UPRR	Commerce Street
415972T	UPRR	West Renfro Street		415973A	UPRR	East Ellison Street
415974G	UPRR	East Eldred Street		414400N	UPRR	Northeast Alsbury Boulevard

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name		REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			*AFA Not Used For Research & Development*	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the **City of Burleson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **05/13/2025** to effectuate their agreement to replace signs, striping, and markings at all railroad crossings; and,

WHEREAS, it has become necessary to amend that contract in order to add an additional railroad crossing that was omitted from the previous Advance Funding Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. The parties agree that the Agreement is amended as follows:

   In accordance with the original Advance Funding Agreement, the contract will terminate effective when signed by the last party of whose signing makes this Amendment fully executed.

2. Attachment A, Location Map Showing Project, is deleted in its entirety and replaced with Attachment A-1, Location Map Showing Project, which is attached to and made part of this Amendment. Add additional railroad crossing due to being omitted on the previous Advance Funding Agreement.

3. Attachment B, Scope of Work, is deleted in its entirety and replaced with Attachment B-1, Scope of Work, which is attached to and made part of this Amendment. Add additional railroad crossing due to being omitted on the previous Advance Funding Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name		REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			*AFA Not Used For Research & Development*	

All other provisions of the original contract are unchanged and remain in full force and effect.

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
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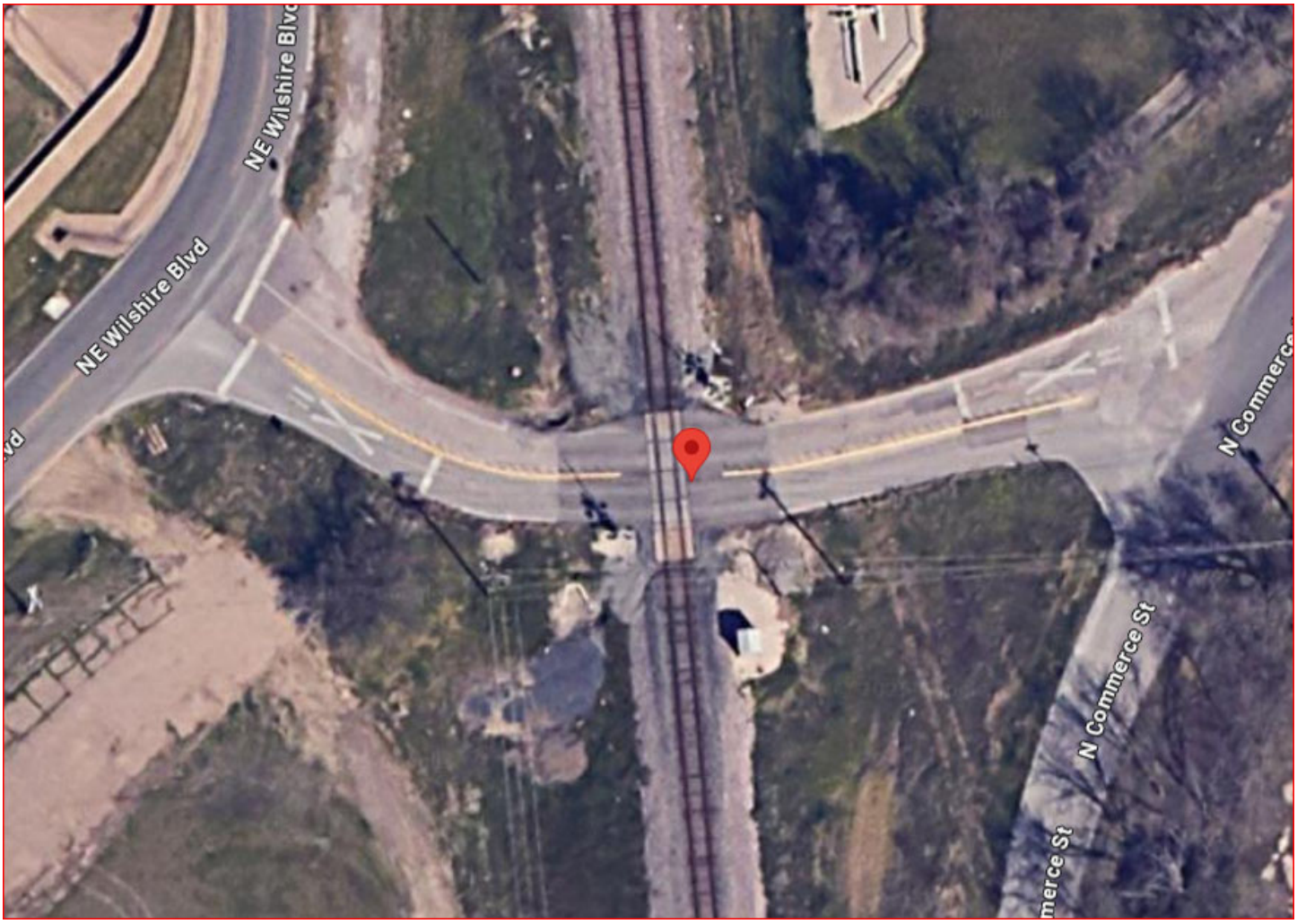
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

ATTACHMENT A-1
PROJECT LOCATION MAP

DOT 020664T

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415970E



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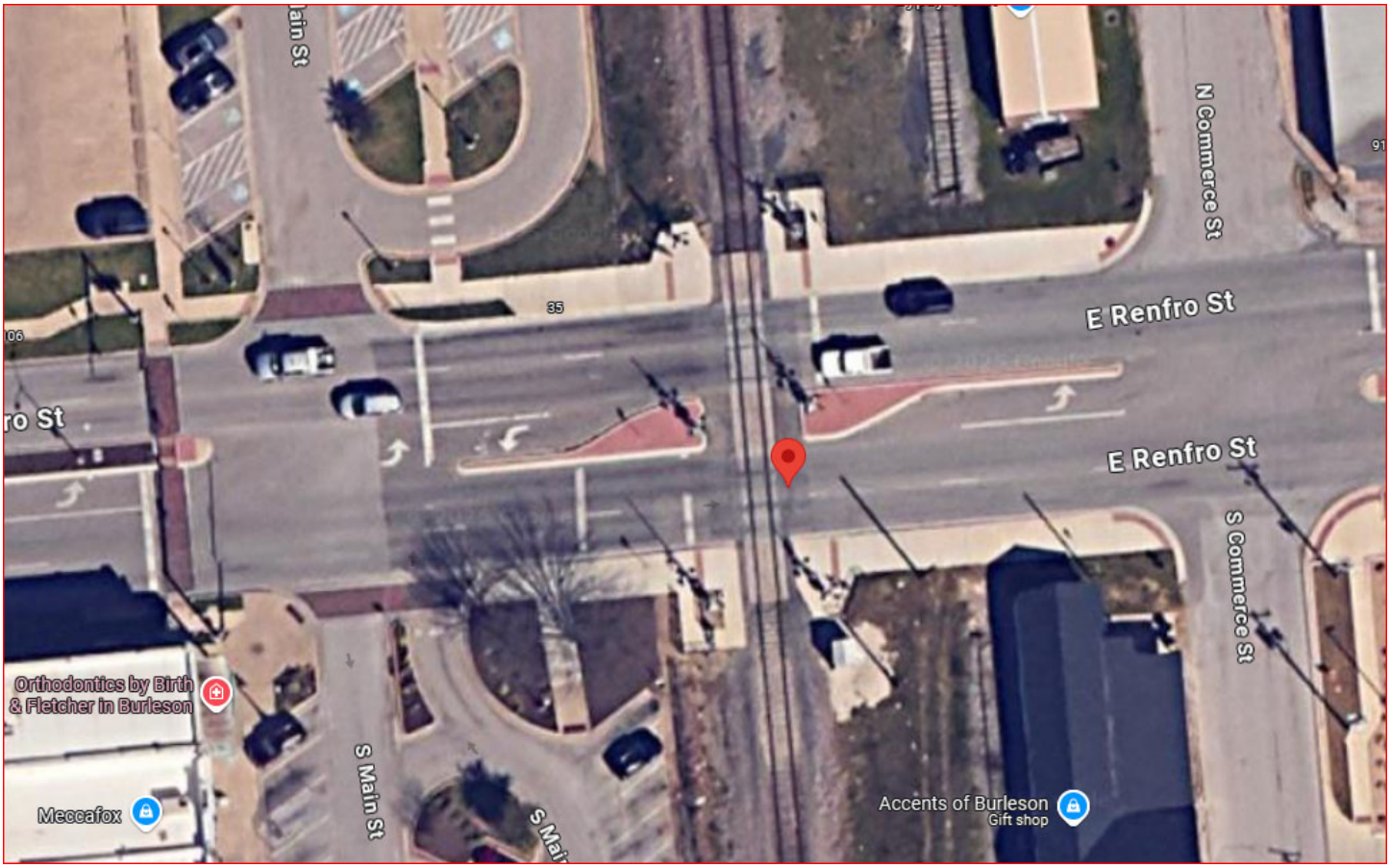
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415972T



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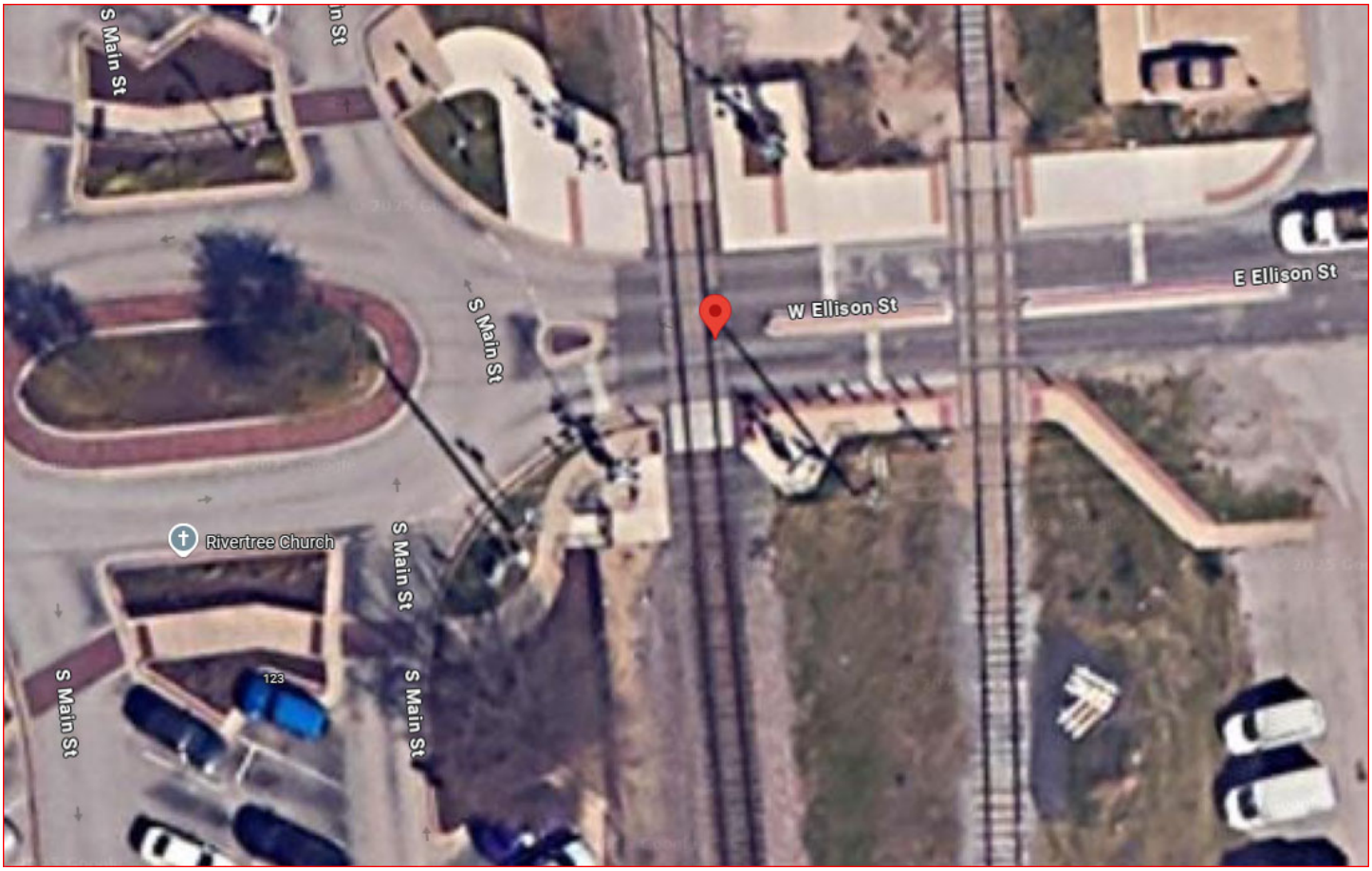
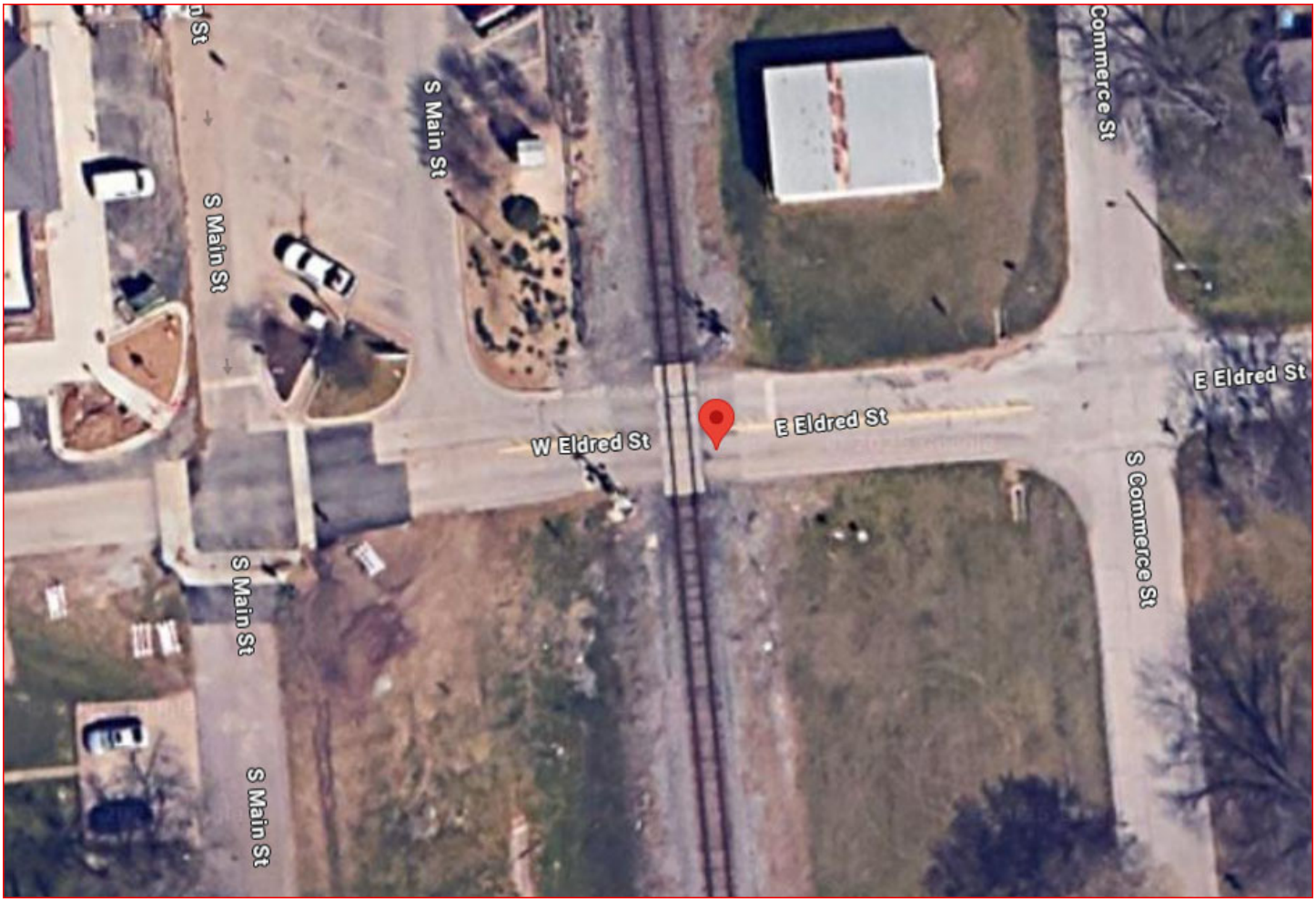
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415973A



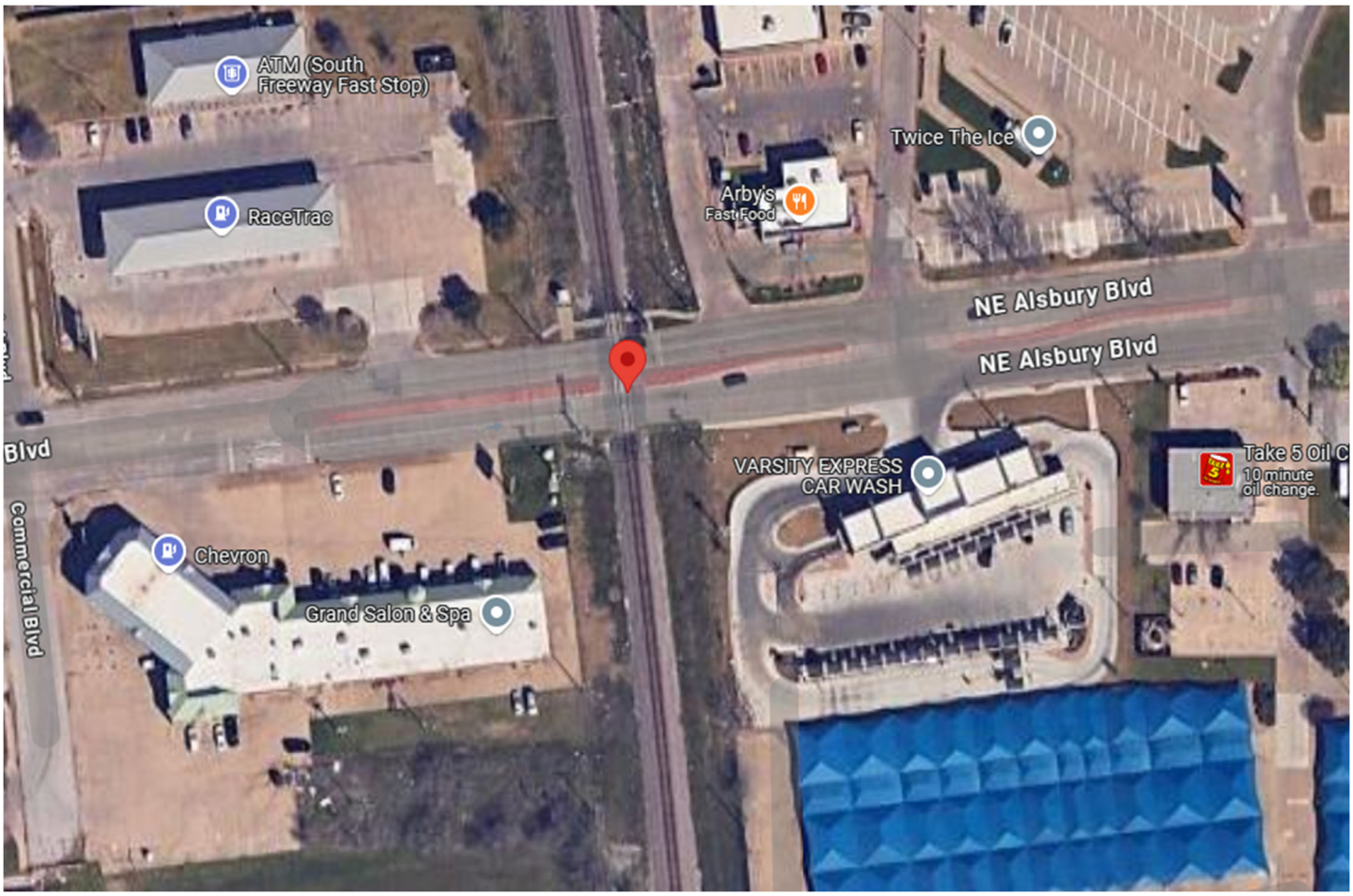
TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415974G



TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 414400N



TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

ATTACHMENT B-1
SCOPE OF WORK

Project Signing & Striping Contract - CSJ 0902-50-147
Various Locations (see table below)
City of Burleson, Texas

SCOPE OF WORK

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

Location List:

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415972T	UPRR	West Renfro Street		415973A	UPRR	East Ellison Street
415974G	UPRR	East Eldred Street		414400N	UPRR	Northeast Alsbury Boulevard

Docusign Envelope ID: 81C77FFC-40E0-4218-A4B3-339494DBC6A5

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM)

THIS AGREEMENT is made by and between the State of Texas ("State"), acting by and through the Texas Department of Transportation ("**TxDOT**"), and the **City of Burleson**, acting by and through its duly authorized officials ("**Local Government**").

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration ("**FHWA**") and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 ("**Section 130**") provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified BNSF Railway and Union Pacific Railroad highway-rail grade crossings in the City of Burleson, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad(s) to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

Docusign Envelope ID: 81C77FFC-40E0-4218-A4B3-339494DBC6A5

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade and installation of traffic signage and pavement markings ("**Section 130 Project**") and understands that the **Section 130 Project** will upgrade or install new signs and pavement markings, which are identified and provided in Attachment B, that the Local Government will be responsible for maintaining; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated **4/21/2025**, which is attached to this agreement as Attachment C, and the findings, recitals, and conditions of which are incorporated into this Agreement as if fully set forth herein.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. **Scope of Work**
   Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. **Termination of this Agreement**
   This agreement shall remain in effect unless:
   A. The agreement is terminated in writing with the mutual consent of the parties;
   B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. **Amendments**
   Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

Docusign Envelope ID: 81C77FFC-40E0-4218-A4B3-339494DBC6A5

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

5. Remedies
This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards
The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation ("**TDLR**") as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

7. Notice
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City Manager	Director of Contract Services
City of Burleson	Texas Department of Transportation
141 W. Renfro Street	125 E. 11th Street
Burleson, Texas 76028-4296	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

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The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts

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and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

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The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

Signed by:
Tommy Ludwig, City Manager
9EB77F5C76944DC...
Signature

Tommy Ludwig, City Manager
Typed or Printed Name

City Manager
Title

5/12/2025
Date

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
C1CDA89FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director Contract Services Division
Title

5/13/2025
Date

Docusign Envelope ID: 81C77FFC-40E0-4218-A4B3-339494DBC6A5

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ATTACHMENT A
PROJECT LOCATION MAP

DOT 020664T

Docusign Envelope ID: 81C77FFC-40E0-4218-A4B3-339494DBC6A5

TxDOT:					Federal Highway Administration:	
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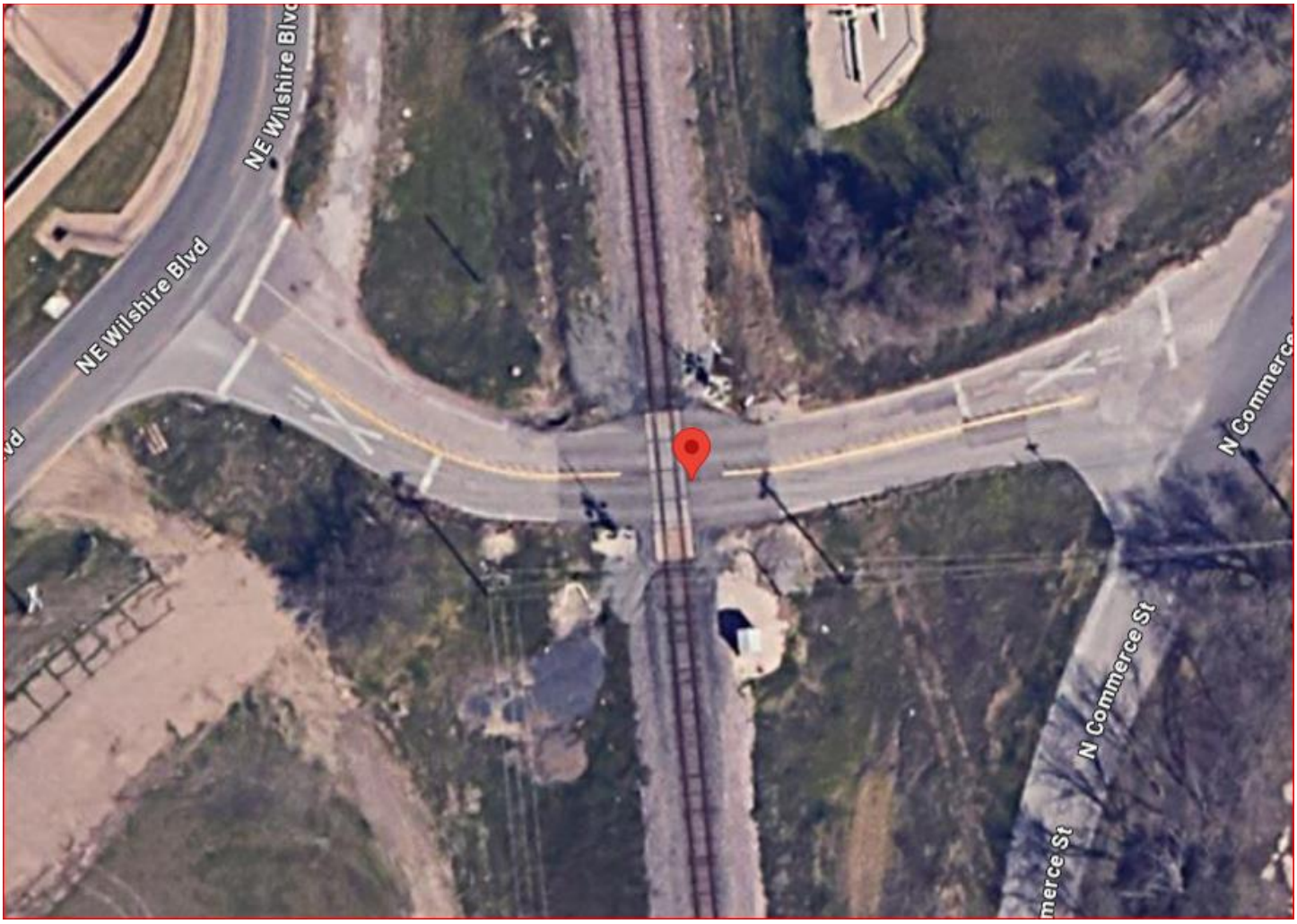
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415970E



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TxDOT:					Federal Highway Administration:	
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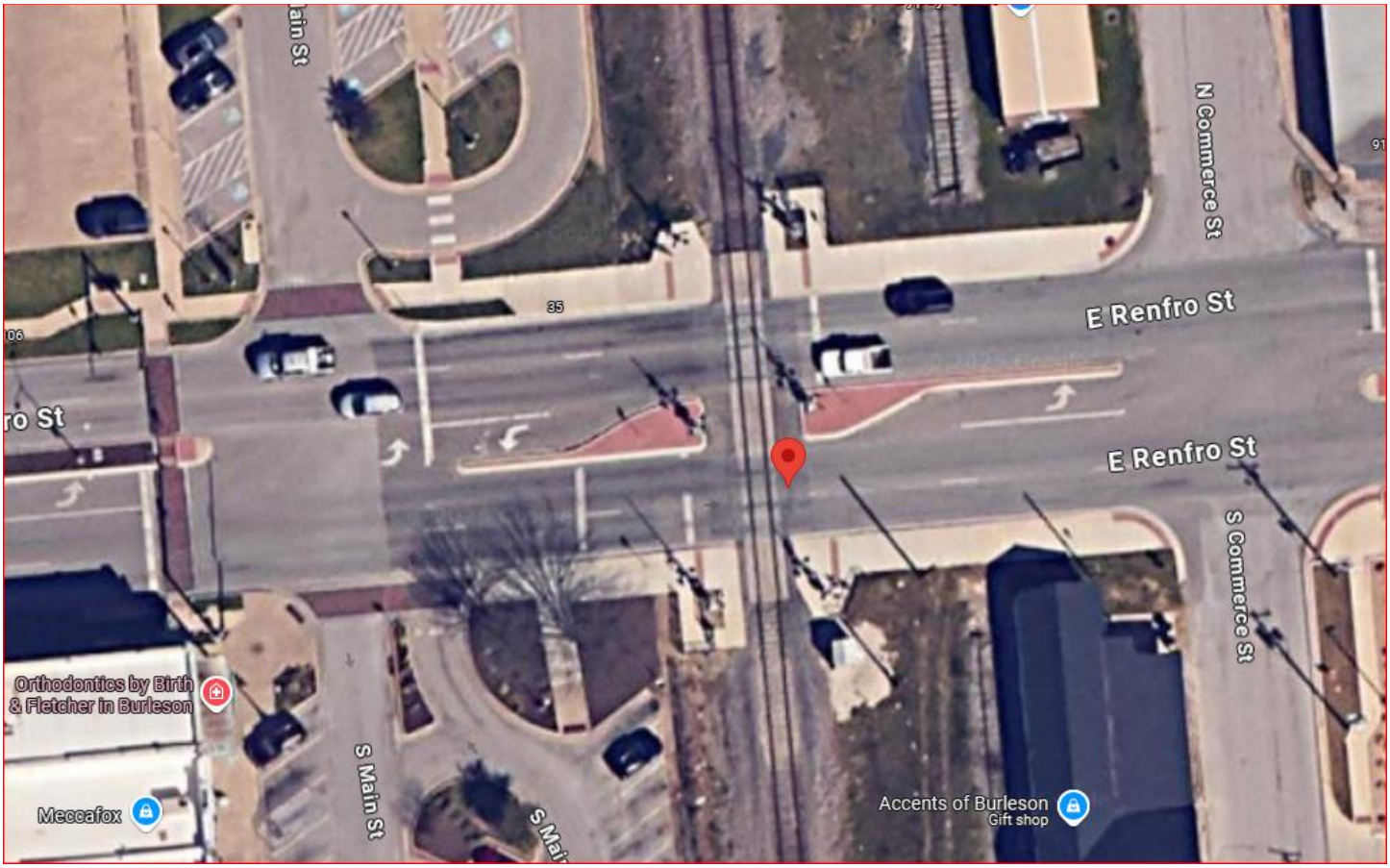
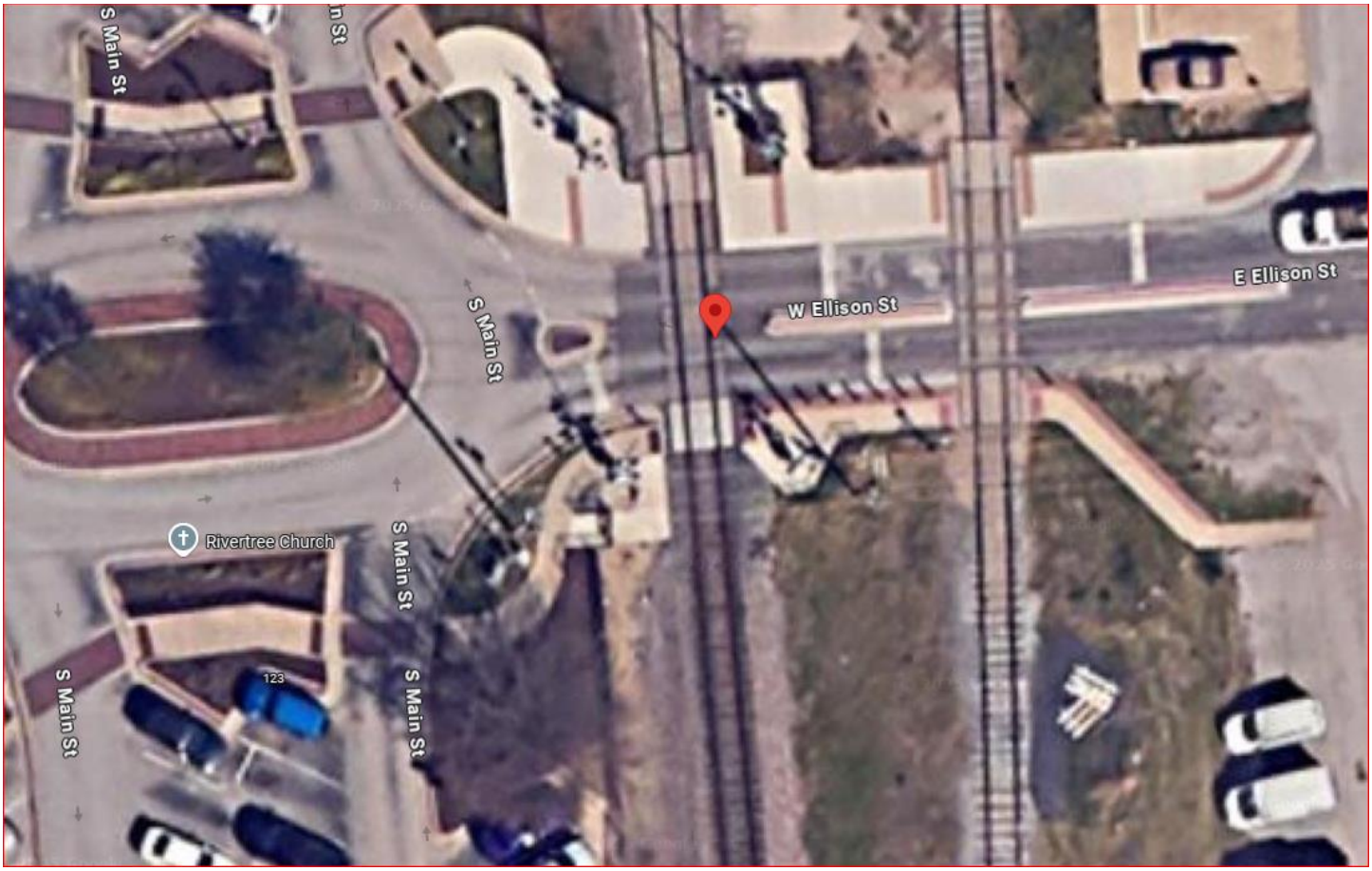
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415972T



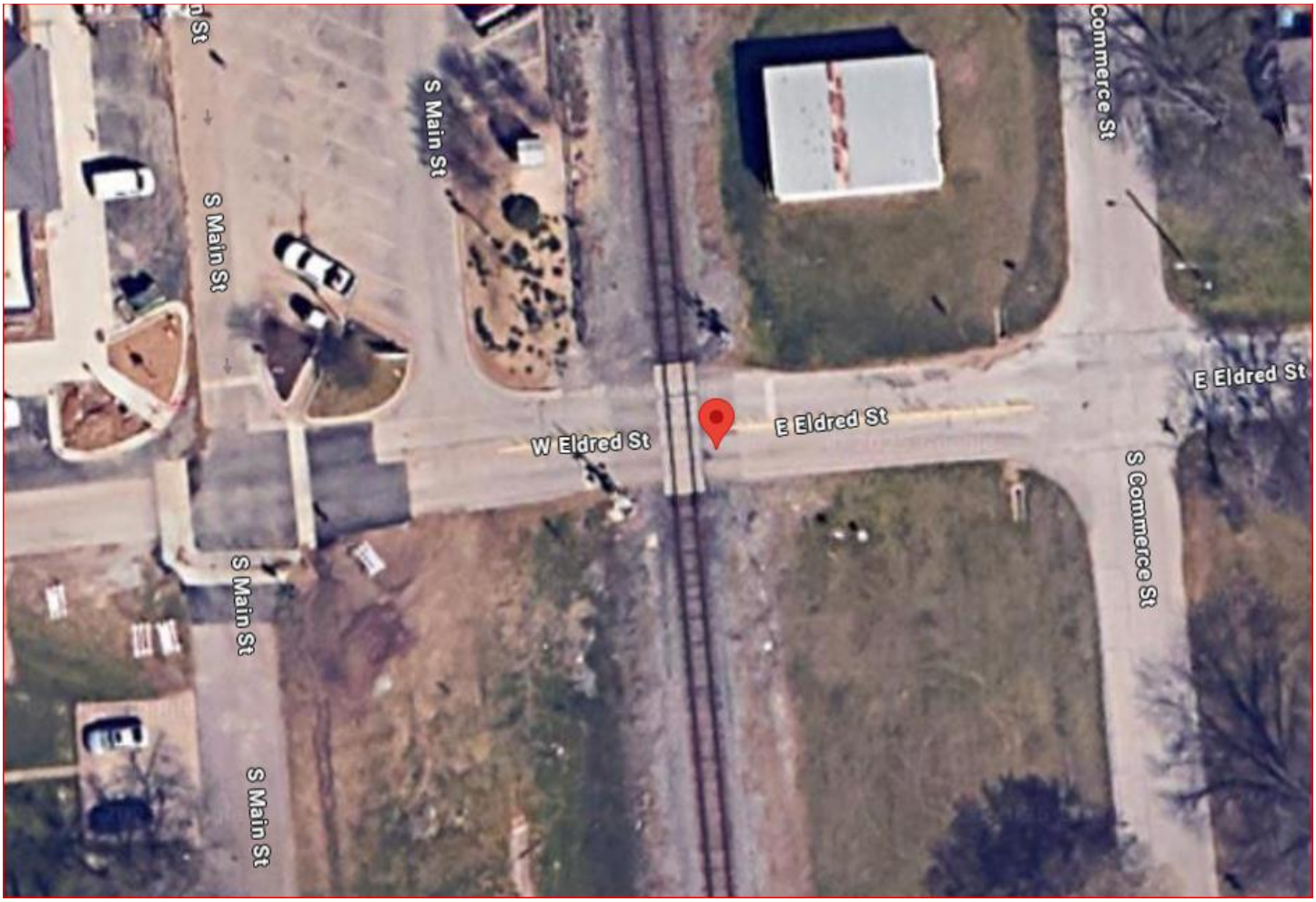
TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415973A



TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415974G



Docusign Envelope ID: 81C77FFC-40E0-4218-A4B3-339494DBC6A5

TxDOT:					Federal Highway Administration:	
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ATTACHMENT B
SCOPE OF WORK

Project Signing & Striping Contract - CSJ 0902-50-147
Various Locations (see table below)
City of Burleson, Texas

SCOPE OF WORK

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

Location List:

DOT	Railroad	Crossing Street		DOT	Railroad	Crossing Street
020664T	BNSF	Alsbury Boulevard		415970E	UPRR	Commerce Street
415972T	UPRR	West Renfro Street		415973A	UPRR	East Ellison Street
415974G	UPRR	East Eldred Street				

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION CSO#5783-04-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, SUPPORTING ENTERING INTO AN ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM), BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson (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 authorized to enter into contracts with the State of Texas, including advance funding agreements with the Texas Department of Transportation pursuant to Texas Gov't Code Ch. 791 and other applicable law; and

WHEREAS, the Texas Department of Transportation ("TxDOT") has identified the BNSF Railway and Union Pacific Railroad (collectively, the "Railroad Companies") highway-rail grade crossing list in the City, by convening a "Diagnostic Team" comprised of interested parties of the Railroad, State and Local government officials for an inspection; and

WHEREAS, the Diagnostic Team found that the highway-rail grade crossings and approaches to the highway-grade crossings need upgrades to comply with the Standards of the Federal Highway Administration (FHWA), Texas Manual on Uniform Traffic Control Devices (TMUTCD), American Railway Engineering and Maintenance of Way Association (AREMA) and other industry standards; and

WHEREAS, TxDOT has initiated a project with the applicable Railroad companies as identified in the advance funding agreement and will seek funding for the project to bring the highway-grade crossings into compliance with Federal, State and industry regulatory standards; and

WHEREAS, under the proposed advance funding agreement, at the completion of the project and after inspection and written acceptance by the City, TxDOT shall automatically dedicate as locally owned facilities and at no cost to the City, the installed improvements that were installed on City owned roadways and facilities as a part of the project; and

WHEREAS, after accepting the roadway signage and pavement markings as locally owned facilities, City agrees to maintain the installed roadway signage and pavement markings to the standards of the City and in compliance with the TMUTCD; and

WHEREAS, the City, authorizes an Advance Funding Agreement for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) with Texas Department of Transportation for the City to maintain the installed improvements in accordance with the

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standards of the City. The authorized representative of the City is authorized to execute all documents necessary to complete this transaction;

WHEREAS, the City is entering into the advance funding agreement without waiving any governmental immunities in the exercise of the City's governmental functions and in the interest of the health, safety, and welfare of the general public; and

WHEREAS, pursuant to Texas Gov't Code Ch. 791, each party paying for the performance of governmental functions and must make those payments from current revenues available to the paying party;

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

Section 1.

The City Council supports entering into an advance funding agreement for the maintenance of railroad crossing signs and pavement markings installed within the City and as more particularly identified and shown in the Advance Funding Agreement for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System), which is attached to and fully incorporated into this resolution as **Attachment A**.

Section 2.

The City Council hereby designates the City Manager, Tommy Ludwig, as the City's authorized official with the authority to execute an advance funding agreement on behalf of the City and the City Council hereby directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

Section 3.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 4.

This resolution shall be effective immediately upon final passage.

TxDOT:					Federal Highway Administration:	
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PASSED, APPROVED, AND DULY RESOLVED by the City Council of the City of Burleson, Texas, on the 21st day of April, 2025.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

E. Allen Taylor, Jr., City Attorney

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
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Attachment A

Advance Funding Agreement for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System)

TxDOT:					Federal Highway Administration:	
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STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD PAVEMENT MARKINGS AND SIGNS
(OFF-SYSTEM)

THIS AGREEMENT is made by and between the State of Texas ("State"), acting by and through the Texas Department of Transportation ("TxDOT"), and the City of Burleson, acting by and through its duly authorized officials ("Local Government").

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration ("FHWA") and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 ("Section 130") provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified BNSF Railway and Union Pacific Railroad highway-rail grade crossings in the City of Burleson, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a Section 130 project with the Railroad(s) to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a Section 130 project, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a Section 130 project; and,

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WHEREAS, the Local Government desires a Section 130 project within its jurisdiction consisting of upgrade and installation of traffic signage and pavement markings ("Section 130 Project") and understands that the Section 130 Project will upgrade or install new signs and pavement markings, which are identified and provided in Attachment B, that the Local Government will be responsible for maintaining; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated (select date here.), which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

DRAFT

AGREEMENT

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   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

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141 W. Renfro Street	125 E. 11th Street
Burleson, Texas 76028-4296	Austin, Texas 78701

DRAFT

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and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

DRAFT

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP

DOT 020664T

DRAFT

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615	CFDA No.	20.205
AFA CSJs	0902-50-147			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600		
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			*AFA Not Used For Research & Development*	

DOT 415970E

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

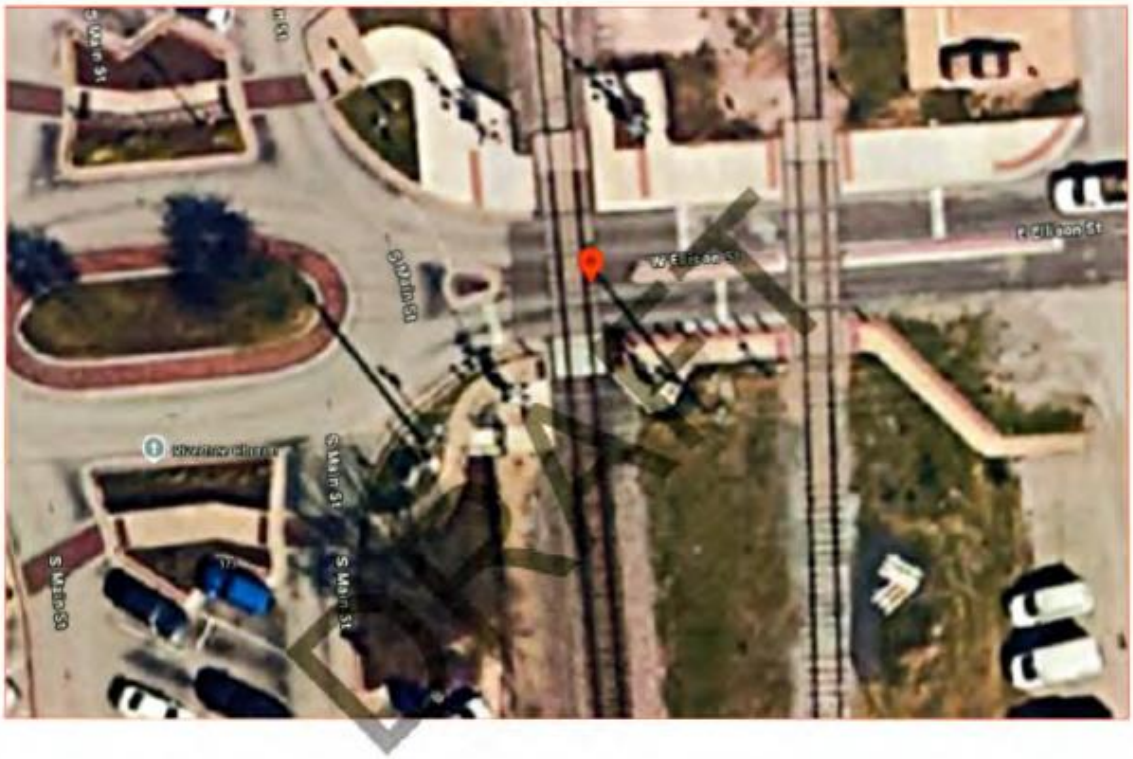
TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415972T

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415973A



TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

DOT 415974G

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

ATTACHMENT B
SCOPE OF WORK

Project Signing & Striping Contract - CSJ 0902-50-147
Various Locations (see table below)
City of Burleson, Texas

DRAFT

SCOPE OF WORK

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

Location List:

DOT	Railroad	Crossing Street		DOT	Railroad	Crossing Street
020664T	BNSF	Alsbury Boulevard		415970E	UPRR	Commerce Street
415972T	UPRR	West Renfro Street		415973A	UPRR	East Ellison Street
415974G	UPRR	East Eldred Street				

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615		CFDA No.	20.205
AFA CSJs	0902-50-147				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

ORDINANCE OR RESOLUTION NO. _____

AN ORDINANCE AUTHORIZING ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM)

WHEREAS, the Texas Department of Transportation (TxDOT) has identified the BNSF Railway and Union Pacific Railroad highway-rail grade crossing list in the City of Burleson, by convening a Diagnostic Team comprised of interested parties of the Railroad, State and Local government officials for an inspection; and

WHEREAS the Diagnostic Team found that the highway-rail grade crossing and approaches to the highway-grade crossing are in need of upgrades for to be in compliance with Federal Highway Administration (FHWA), Texas Manual on Uniform Traffic Control Devices (TMUTCD), American Railway Engineering and Maintenance of Way Association (AREMA) and other industry standards; and

WHEREAS, TxDOT has initiated a project with the Railroad and will seek funding for the project to bring the highway-grade crossings into compliance with Federal, State and industry regulatory standards; and

WHEREAS, at the completion of the project, City of Burleson, shall receive from TxDOT at no cost, the installed improvements that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

WHEREAS, after accepting the roadway signage and pavement markings as locally owned facilities, City of Burleson agrees to maintain the installed roadway signage and pavement markings to the standards of the City of Burleson and in compliance with the TMUTCD.

WHEREAS, City of Burleson, authorizes an Advance Funding Agreement for Local Government Maintenance of Railroad Crossing Approaches (Off-System) with Texas Department of Transportation for the City of Burleson to maintain the installed improvements in the standards of the City of Burleson. The authorized representative of the City of Burleson is authorized to execute all documents necessary to complete this transaction.

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

That the City of Burleson Council authorizes an Advance Funding Agreement with the State of Texas for the maintenance of railroad crossing signs and pavement markings installed on as shown in Attachment A.

The City Manager is authorized to execute all documents necessary to complete this transaction.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this ___ day of Month, Year.

_____

NAME, TITLE OF AUTHORIZED SIGNER
City of Burleson, Texas

DRAFT

City Council Regular Meeting

DEPARTMENT: **Police Department**

FROM: **Billy J. Cordell, Chief of Police**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a resolution authorizing a supplemental agreement to the multiple use agreement with the Texas Department of Transportation (TXDOT) allowing for the installation of two additional Flock Automatic License Plater Readers within TXDOT right-of-way. *(Staff Contact: Billy J. Cordell, Chief of Police)*

SUMMARY:

The item before Council is a supplemental agreement to multiple use agreement with the Texas Department of Transportation (TXDOT) to place two additional license plate readers in certain TXDOT rights-of-way in the city limits. On April 03, 2023, the City entered into an agreement with Flock Safety for the installation and maintenance of four automatic license plate readers. However, in order for the license plate readers to be effective, they must be placed along the major thoroughfares in the City. The City has identified two additional locations where the license plate readers should be installed. All of the areas listed above are located in TXDOT rights-of-way, and the supplemental agreement to multiple use agreement with TXDOT allows the City to place the license plate readers at those locations.

RECOMMENDATION:

Approve the resolution authorizing the supplemental agreement to multiple use agreement with TXDOT.

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

April 03, 2023 approved original resolution and multiple use agreement with TxDOT – City Council Regular Meeting

REFERENCE:

Resolution CSO# 5058-04-2023

FISCAL IMPACT:

Proposed Expenditure/Revenue: None
Account Number(s): NA
Fund: NA
Account Description: NA

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9913

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Holt Caterpillar through the Sourcewell Cooperative (Contract # 020223) for purchase of a backhoe loader and mini-excavator in the amount of $282,795. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of one mini-excavator for FY25 and one backhoe loader for FY26.

The backhoe loader is used for daily service delivery by Water / Wastewater Operations. The mini-excavator supports daily service delivery in Street and Drainage Maintenance.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Holt Caterpillar through the Sourcewell Cooperative (Contract # 020223) for purchase of a backhoe loader and mini excavator in the amount of $282,795.

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

May 27, 2025 – City Council approved the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

May 8, 2025 – Finance Committee recommended approval of the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

February 17, 2025 – City Council adopted the Equipment Replacement Funds Policy

January 22, 2025 – Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy

REFERENCE:

CSO#5745-02-2025

FISCAL IMPACT:

Proposed Expenditure: $147,935
Account Number(s): 603-10-13-1302-0000-71001
Fund: Proprietary Equipment Replacement Fund
Account Description: ERF Equipment

Proposed Expenditure: $134,860
Account Number(s): 602-10-13-1302-0000-71001
Fund: Governmental Equipment Replacement Fund
Account Description: ERF Equipment

STAFF CONTACT:

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

Acquisition of Replacement Fleet and Equipment

City Council
July 21, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of the FY26 fleet replacement lists
- May 27, 2025 – City Council endorsed the FY26 fleet replacement lists and CIP amendment that includes funding for a replacement streetsweeper for FY26

Fleet Purchases

Tonight's agenda includes several items for replacement fleet acquisitions:

- *Five items for the purchase of 19 replacement units funded by the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of 11 FY25 replacements*
  - *Acquisition of eight FY26 replacements*
- *One item for the purchase of a replacement street sweeper funded in the capital program per policy (due to its cost being greater than $300,000)*

Total Funding: $2,073,557.47

In addition, the purchase of seven replacements (one for FY25 and six for FY26) totaling $165,187.71 are being processed administratively as their costs are within the City Manager's authority

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

1. Bobcat of North Texas for the purchase of one unit in the amount of $118,627.42
2. Holt Caterpillar for the purchase of two units in the amount of $282,795
3. Rush Truck Centers for the purchase of 11 units in the amount of $798,943.95
4. SAMES Auto Group for the purchase of four units in the amount of $339,517
5. Tiger Corp. / Bane Machinery for the purchase of one unit in the amount of $189,099.10
6. TYMCO, Inc. for the purchase of one unit in the amount of $344,575

Questions / Discussion

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

Docusign Envelope ID: 03234EF1-A4D8-4120-AFFD-E59B5F0935CC

THE CITY OF BURLESON TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between HOLT-CAT **("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.** 020223, as amended, (the "Agreement") with an expiration date of 04/17/2027 .

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

ONE (1) MINI EXCAVATOR AND ONE (1) BACKHOE LOADER AS DESCRIBED IN ATTACHMENTS A & B.

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 TWO HUNDRED EIGHTY-TWO THOUSAND, SEVEN HUNDRED NINTEY-FIVE AND NO/100 DOLLARS ($282,795.00) ("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):

Docusign Envelope ID: 03234EF1-A4D8-4120-AFFD-E59B5F0935CC

☑ ***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 21ST day of JULY 20 25.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR DocuSigned by: HOLT-CAT

By: ryan hinojosa
B67FE37F467144C...

Name: ryan hinojosa

Title: Governmental Sales Representative

Date: 7/8/2025

Docusign Envelope ID: 03234EF1-A4D8-4120-AFFD-E59B5F0935CC

ATTACHMENT A

DATE: Mar 17, 2025
QUOTE #:356942-01

CITY OF BURLESON
TREY GEE

141 W RENFRO ST
BURLESON, TEXAS 76028-4296

Ryan Hinojosa
817-692-8102

One (1) New Caterpillar Inc Model: 308 Mini Excavator

LIST PRICE	$187,670.00
SOURCEWELL CONTRACT- 020223 CAT 20%	($37,534.00)
ADDITIONAL HOLT DISCOUNT	($15,276.00)
TOTAL PURCHASE PRICE	$134,860.00

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP1/CAB/LNG STK/CAMERA	637-9562
COUPLER, PG, MAN.D.LOCK, 7-9T - 4447498	4447498
LANE 3 ORDER	0P-9003
LINES, BOOM	514-8055
LINES, STICK	514-8067
STICK, LONG	563-2071
STD BLADE, STD U/C, TG W/PAD	562-3698
SEAT, AIR SUSP, FABRIC, HEATED	510-6070
PRODUCT LINK, CELLULAR PLE643	557-5123
INTEGRATED RADIO V2	639-4467
CAMERA, REAR VIEW	511-6235
INSTRUCTIONS, ANSI	523-3993
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266

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DESCRIPTION	REF.#
LINKAGE, BUCKET W/ LIFTING EYE	568-1567
EOU HOUSE SWING COVER, 8T	605-3340
BELT, SEAT, 3" RETRACTABLE	510-6085
CAT KEY, WITH PASSCODE OPTION	522-6460
LIGHT, REAR, LED	511-6211
MIRROR, RIGHT SIDE, REAR VIEW	523-6409
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
MONITOR NEXT GEN, ADVANCED, CR	511-6177
PACKING, LAST MILE PROGRAM	0P-4299

STANDARD EQUIPMENT

POWERTRAIN

CAT C3.3B diesel engine
US EPA Tier 4 Final/EU Stage V/
China NR III
ISO 9249/EEC 80/1270
Rated net power 55kW/72hp
Electronic engine, turbo, DPF
Automatic engine idle
Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel water seperator with indicator
Radial seal air filter
Double element with warning indicator
Extended life coolant - 37C

UNDERCARRIAGE

Greased and lubricated track
Hydraulic track adjusters
Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing/flow sharing hydraulics
Power on demand
Hydraulic temperature monitoring
Accumulator - certified
Hydro advanced hydraulic oil

ELECTRICAL

90 ampere alternator
850 CCA maintenance free battery
Battery disconnect
Circuit breaker
Ignition key stop switch
Signaling/warning horn
Work lights
- Cab, boom left, front right
- Courtesy safety light

Docusign Envelope ID: 03234EF1-A4D8-4120-AFFD-E59B5F0935CC

OPERATOR ENVIRONMENT

Sealed and pressurized cab
Ergonomic joysticks control levers
Adjustable wrist rests
Air conditioner/heater with defroster & Automatic temp control
Coat hook
Color LCD monitor:
- Fuel level, coolant temp, & warning indicators
- Maintenance and machine monitoring
- Performance & machine adjustments
- Numberic security code
- Multiple languages
- Hour meter
- Ground level wakeup switch
- Jog dial control interface
Cup holder
Hydraulic lockout for all controls
LED interior light
Literature holder
Mirror rear view - Cab left
Molded footrests
Openable front windshield with assist & integragted lower window
Rear window emergency exit
Removable washable floor mat
Retractable seat belt
Seat, fabric, high back, suspension
Travel control pedals with hand levers
Utility space for mobile phone
Front post mounted windshield wiper & washer
Skylight
Mounting bosses for front & top guard

FLUIDS

Extended life coolant - 37C
Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Accumulator, certification
Caterpillar corporate "one key" system
Door locks on cab door and external enclosure doors
Lockable fuel cap
Beacon Socket
Ecology drain - engine
Radial seal engine air filter, double element with restriction indicator
Side by side engine & hydraulic oil cooler
Hydraulic fluid temperature monitoring
Joystick travel and steering mode
Travel cruise control
High definition hydraulics
- load sensing/flow sharing
Power on demand
Rear reflectors
Roll over protective structure (ROPS) (ISO 12117-2)
Product link elite lite (regulations apply)
Auxiliary hydraulic lines:
- 1-way and 2-way (combined function)
- Auxiliary line quick disconnects
- In cab adjustable auxiliary flow
- Continuous flow

Docusign Envelope ID: 03234EF1-A4D8-4120-AFFD-E59B5F0935CC

ATTACHMENT B

DATE: Mar 08, 2025
QUOTE #:356411-01

CITY OF BURLESON
TREY GEE

141 W RENFRO ST
BURLESON, TEXAS 76028-4296

Ryan Hinojosa
817-692-8102

One (1) New Caterpillar Inc Model: 420 Backhoe Loader

LIST PRICE	$194,310.00
SOURCEWEL CONTRACT- 020223 CAT 22%	$42,748.20
ADDITIONAL HOLT DISCOUNT	($3,626.80)
TOTAL PURCHASE PRICE	$147,935.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
ST/QP28/C4EX/QC	542-7992
LANE 3 ORDER	0P-9003
ENG, 82KW, C3.6, T4F	542-7780
BELT, SEAT, 2" SUSPENSION	206-1747
TIRES, 12.5 80/19.5L-24, GY	379-2161
STABILIZER PADS, FLIP-OVER	9R-6007
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
BUCKET-HD, 24", 7.3 FT3, PL	247-1950
COUPLER, PIN LOCK, BL F	544-1901
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FAN	387-6682

Docusign Envelope ID: 03234EF1-A4D8-4120-AFFD-E59B5F0935CC

DESCRIPTION	REF.#
PACK, DOMESTIC TRUCK	0P-0210
RUST PREVENTATIVE APPLICATOR	462-1033
LOADER BUCKET PINS	545-8548
SHIPPING/STORAGE PROTECTION	461-6839
PRODUCT LINK, CELLULAR, PLE643	639-4880
STICK, EXT, 14'	543-4284
PT, 2WS, PSHF	544-1066
CAB, DLX	544-0883
DISPLAY, STD	545-5047
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DLX FABRIC	611-0339
AIR CONDITIONER, T4F	542-7810
CTWT, 1015 LBS	337-9696
STD RADIO (12V)	540-2298
BATTERY, HEAVY DUTY	516-5913
AUTO-UP STABILIZERS	567-5090
GUARD, STABILIZER	353-1389
PLATE GROUP, BOOM WEAR	423-7607
LINES, AUX COMBO, E-STICK	548-1231
HYD, GP, 6FCN	542-7772
KIT, LOADER CPLR	596-8446
BUCKET-GP, 1.5 YD3, IT	251-1794
CARRIAGE, PAL CL3, 61", IT	6W-8832
FORK, PAL C3, 48"X 5" X 2"	596-1385

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES

BACKHOE
- 14'4" Center pivot backhoe
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and
electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick,
and E-stick)
- Cat Cushion Swing(tm) system

LOADER
- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single
lever control
- Return-to-dig
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with
integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate
wet disk brake with dual pedals &
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for
Fuel
Engine oil
Transmission oil
- Outboard Planetary Rear Axles

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interlock
- Differential lock
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter
- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle
- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant -20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Sames Auto Group through the TIPS Cooperative (Contract # 240901) for purchase of four (4) replacement vehicles in the amount of $339,517. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of four replacements funded in the Governmental Equipment Replacement Fund for FY25. These units support daily service delivery in the Fire Department.

The four replacement vehicles are three F-250 trucks and one F-350 truck all with extensive upfits corresponding to their assigned duty functions.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Sames Auto Group through the TIPS Cooperative (Contract # 240901) for purchase of four (4) replacement vehicles in the amount of $339,517.

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

N/A

REFERENCE:

CSO#5745-02-2025

FISCAL IMPACT:

Proposed Expenditure: $339,517
Account Number(s): 602-10-13-1302-0000-71001
Fund: Governmental Equipment Replacement Fund
Account Description: ERF Equipment

STAFF CONTACT:

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

Acquisition of Replacement Fleet and Equipment

City Council
July 21, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of the FY26 fleet replacement lists
- May 27, 2025 – City Council endorsed the FY26 fleet replacement lists and CIP amendment that includes funding for a replacement streetsweeper for FY26

Fleet Purchases

Tonight's agenda includes several items for replacement fleet acquisitions:

- *Five items for the purchase of 19 replacement units funded by the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of 11 FY25 replacements*
  - *Acquisition of eight FY26 replacements*
- *One item for the purchase of a replacement street sweeper funded in the capital program per policy (due to its cost being greater than $300,000)*

Total Funding: $2,073,557.47

In addition, the purchase of seven replacements (one for FY25 and six for FY26) totaling $165,187.71 are being processed administratively as their costs are within the City Manager's authority

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

1. Bobcat of North Texas for the purchase of one unit in the amount of $118,627.42
2. Holt Caterpillar for the purchase of two units in the amount of $282,795
3. Rush Truck Centers for the purchase of 11 units in the amount of $798,943.95
4. SAMES Auto Group for the purchase of four units in the amount of $339,517
5. Tiger Corp. / Bane Machinery for the purchase of one unit in the amount of $189,099.10
6. TYMCO, Inc. for the purchase of one unit in the amount of $344,575

Questions / Discussion

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

Docusign Envelope ID: 02190C56-8E52-4DE8-AC4E-0544ACCB7BF1

THE CITY OF BURLESON TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SAMES BASTROP FORD, 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 TIPS Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** 240901, as amended, (the "Agreement") with an expiration date of 11/30/2027 .

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

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

Authorized Customer is eligible and desires to purchase

FOUR (4) VEHICLES AS OUTLINED IN ATTACHMENTS A & B.

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-NINE THOUSAND, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($339,517.00) ("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):

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☑ ***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 21ST day of JULY 20 25.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR SAMES BASTROP FORD, INC.

By: Signed by: 777A4F19A5BA483... _____

Name: Fanny Mata

Title: GOVERNMENT ACCOUNTS MANAGER

Date: 7/8/2025

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QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER

Sames Texas' Oldest Dealership — Government Fleet Sales

QUOTE#: SAG972
DATE: 07/01/2025
EXPIRES: 08/01/2025

QUOTE FROM:
Sames Bastrop Ford
1115 SH 71
Bastrop, TX 78602
QUOTE GENERATED BY: Crystal Dennis
OUTSIDE SALES MANAGER: TREVOR COLLINS | 956-770-2965 | TCOLLINS@SAMES.NET
INSIDE SALES MANAGER: CRYSTAL DENNIS | CDENNIS@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:
City of Burleson

VEHICLE INFORMATION:

YEAR|MAKE|MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford F-250 Crew Cab 4x4 160 in. Wheelbase - XL W2B	TIPS 240901	RACE RED	3	$52251.00	$156,753.00

DESCRIPTION:
W2B 2026 Ford Super Duty F-250 SRW XL 4WD Crew Cab 6.75' Box

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
PQ Race Red 99A Engine: 6.8L 2V DEVCT NA PFI V8 Gas 44F Transmission: TorqShift-G 10-Speed Automatic 600A Order Code 600A X37 3.73 Axle Ratio 64A Wheels: 17" Argent Painted Steel TD8 Tires: LT245/75Rx17E BSW A/S AS Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat			$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
MARSHALL STUFF 1604		3	$32086.00	$96,258.00

DESCRIPTION:

PLASTIX PLUS FULL SIZE CONSOLE
HAVIS MOTOROLA APX7500 FACE PLATE
HAVIS FACEPLATE FOR WHELEN CENCOM CCTL7 HEAD
MAGNETIC MIC KIT
RAM MNT TAB-LOCK IPAD
RAM MNT 2.5" BASE & C-ARM
WHELEN 54" LEGACY DUO WCX CLEAR LENS
RW BW FRONT RA BA REAR
WHELEN 2 X GW 2 X GA LED MODULES
CENCOM CORE WCX CONTROLLER
WCX 21 BUTTON/SLIDE CONTOL HEAD
100 WATT SPEAKER
LIGHTBAR STRAP KIT
OBD II CANPORT KIT
LOW FREQ SIREN AMP
HOWLER BRACKET F250
VEHICLE TO VEHICLE SYNC MODULE
EXTERNAL SIREN AMP
100 WATT SPEAKER
WCX 16 OUTPUT EXPANSION MODULE
3" ROUND SPLIT R/W COMPARTMENT LIGHT-FRT CAB
ION T-SERIES RBW
6 GRILL, 10 SIDES, 4 REAR
TION WEDGE KIT-SIDE TOPPER LIGHTS
ION T-SERIES RBA – REAR UPPER TOPPER
RANCH HAND LEGEND GRILL GUARD
6" FLAT RUNNING BOARDS-BLACK
STREAMLIGHT SURVIVOR-ORANGE
ANTENNA PLUS MULTI BAND ANTENNA
KUSSMAUL AUTO CHARGE 11
KUSSMAUL SUPER 20 AUTO EJECT
MOTOROLA APX8500 LOW PROFILE ANTENNA WITH QMA
GPS & 5G/4G/WIFI 2-IN-1 ANTENNA FOR MOTOROLA

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MOTOROLA POWER CABLE TO BATTERY
MOTOROLA CONTROL HEAD POWER WIRE
MOTOROLA MID POWER ASSY KIT
DCU COMMERCIAL ALUM TOPPER, BACK-UP CAMERA RELOCATION KIT, PAINT TO MATCH, FULL LENGTH SIDE DOORS WiTH BOX, HATCHBACK REAR DOOR, LED DOME LIGHT EACH DOOR WITH PROP SWITCH
BURLESON FD GRAPHICS PACKAGE
WINDOW TINT

TRADE-IN INFORMATION

YEAR|MAKE|MODEL	VIN#	TOTAL
		-
		-

TRANSPORT	**$1,200.00**
GRAND TOTAL	**$254,211.00**

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. $500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.

Docusign Envelope ID: 02190C56-8E52-4DE8-AC4E-0544ACCB7BF1

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER

Sames Texas' Oldest Dealership — Government Fleet Sales

QUOTE#: SAG977
DATE: 07/01/2025
EXPIRES: 08/01/2025

QUOTE FROM:
Sames Bastrop Ford
1115 SH 71
Bastrop, TX 78602
QUOTE GENERATED BY: Crystal Dennis
OUTSIDE SALES MANAGER: TREVOR COLLINS | 956-770-2965 | TCOLLINS@SAMES.NET
INSIDE SALES MANAGER: CRYSTAL DENNIS | CDENNIS@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:
City of Burleson

VEHICLE INFORMATION:

YEAR|MAKE|MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford F-350 Super Duty Crew Cab 4x4 SRW 176 in. Wheelbase - SRW XL W3B	TIPS 240901	RACE RED	1	$52820.00	$52,820.00

DESCRIPTION:
W3B 2026 Ford Super Duty F-350 SRW XL 4WD Crew Cab 8' Box

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
PQ Race Red 99A Engine: 6.8L 2V DEVCT NA PFI V8 Gas 44F Transmission: TorqShift-G 10-Speed Automatic 610A Order Code 610A X37 3.73 Axle Ratio 64A Wheels: 17" Argent Painted Steel TD8 Tires: LT245/75Rx17E BSW A/S (4) AS Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat			$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
MARSHALL STUFF 1604		1	$32086.00	$32,086.00

DESCRIPTION:

PLASTIX PLUS FULL SIZE CONSOLE
HAVIS MOTOROLA APX7500 FACE PLATE
HAVIS FACEPLATE FOR WHELEN CENCOM CCTL7 HEAD
MAGNETIC MIC KIT
RAM MNT TAB-LOCK IPAD
RAM MNT 2.5" BASE & C-ARM
WHELEN 54" LEGACY DUO WCX CLEAR LENS
RW BW FRONT RA BA REAR
WHELEN 2 X GW 2 X GA LED MODULES
CENCOM CORE WCX CONTROLLER
WCX 21 BUTTON/SLIDE CONTOL HEAD
100 WATT SPEAKER
LIGHTBAR STRAP KIT
OBD II CANPORT KIT
LOW FREQ SIREN AMP
HOWLER BRACKET F250
VEHICLE TO VEHICLE SYNC MODULE
EXTERNAL SIREN AMP
100 WATT SPEAKER
WCX 16 OUTPUT EXPANSION MODULE
3" ROUND SPLIT R/W COMPARTMENT LIGHT-FRT CAB
ION T-SERIES RBW
6 GRILL, 10 SIDES, 4 REAR
TION WEDGE KIT-SIDE TOPPER LIGHTS
ION T-SERIES RBA – REAR UPPER TOPPER
RANCH HAND LEGEND GRILL GUARD
6" FLAT RUNNING BOARDS-BLACK
STREAMLIGHT SURVIVOR-ORANGE
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MOTOROLA APX8500 LOW PROFILE ANTENNA WITH QMA
GPS & 5G/4G/WIFI 2-IN-1 ANTENNA FOR MOTOROLA

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MOTOROLA POWER CABLE TO BATTERY
MOTOROLA CONTROL HEAD POWER WIRE
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BURLESON FD GRAPHICS PACKAGE
WINDOW TINT

TRADE-IN INFORMATION

YEAR|MAKE|MODEL	VIN#	TOTAL
		-
		-

TRANSPORT	**$400.00**
GRAND TOTAL	**$85,306.00**

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. $500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Rush Truck Centers through the BuyBoard Cooperative (Contract #724-23 and #723-23) for purchase of 11 replacement vehicles in the amount of $798,943.95. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of five replacements for FY25 and six for FY26. These units support daily service delivery in the Environmental, Code Enforcement, Street Maintenance, and Water / Wastewater Operations.

Replacement vehicles include dump trucks and light- and medium-duty trucks with associated upfits.

RECOMMENDATION:

Insert Approve a Cooperative Purchasing Agreement with Rush Truck Centers through the BuyBoard Cooperative (Contract #724-23 and #723-23) for purchase of 11 replacement vehicles in the amount of $798,943.95.

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

May 27, 2025 – City Council approved the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

May 8, 2025 – Finance Committee recommended approval of the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

February 17, 2025 – City Council approved the Equipment Replacement Funds Policy

January 22, 2025 – Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy

REFERENCE:

CSO#5745-02-2025

FISCAL IMPACT:

Proposed Expenditure: $425,408.12
Account Number(s): 603-10-13-1302-0000-71001
Fund: Proprietary Equipment Replacement Fund
Account Description: ERF Equipment

Proposed Expenditure: $373,535.83
Account Number(s): 602-10-13-1302-0000-71001
Fund: Governmental Equipment Replacement Fund
Account Description: ERF Equipment

STAFF CONTACT:

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

Acquisition of Replacement Fleet and Equipment

City Council
July 21, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of the FY26 fleet replacement lists
- May 27, 2025 – City Council endorsed the FY26 fleet replacement lists and CIP amendment that includes funding for a replacement streetsweeper for FY26

Fleet Purchases

Tonight's agenda includes several items for replacement fleet acquisitions:

- *Five items for the purchase of 19 replacement units funded by the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of 11 FY25 replacements*
  - *Acquisition of eight FY26 replacements*
- *One item for the purchase of a replacement streetsweeper funded in the capital program per policy (due to its cost being greater than $300,000)*

Total Funding: $2,073,557.47

In addition, the purchase of seven replacements (one for FY25 and six for FY26) totaling $165,187.71 are being processed administratively as their costs are within the City Manager's authority

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

1. Bobcat of North Texas for the purchase of one unit in the amount of $118,627.42
2. Holt Caterpillar for the purchase of two units in the amount of $282,795
3. Rush Truck Centers for the purchase of 11 units in the amount of $798,943.95
4. SAMES Auto Group for the purchase of four units in the amount of $339,517
5. Tiger Corp. / Bane Machinery for the purchase of one unit in the amount of $189,099.10
6. TYMCO, Inc. for the purchase of one unit in the amount of $344,575

Questions / Discussion

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

THE CITY OF
BURLESON
TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between RUSH TRUCK CENTERS OF TEXAS, LP **("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 multiple Agreements between the BUYBOARD **Cooperative Purchasing ("Cooperative Entity")** and Vendor, including but not limited to **Contract Nos.** 724-23, and 723-23, as amended, with respective expiration dates of 11/30/2026, and 11/30/2026.

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

NINE (9) FORD AND TWO (2) PETERBUILT VEHICLES AS DESCRIBED IN ATTACHMENTS A-G.

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 SEVEN HUNDRED NINETY-EIGHT THOUSAND, NINE HUNDRED FORTY-THREE AND 95/100 DOLLARS ($798,943.95) ("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 21ST day of JULY 2025.

CITY OF BURLESON	RUSH TRUCK CENTERS OF TEXAS, LP
By: _____	By: [signature]
Name: _____	Name: Lyle Shewmaker
Title: _____	Title: RGM
Date: _____	Date: 7-15-2025

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT A

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-550 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-550 Reg Cab 4x2 Gas, Dump body
BuyBoard Contract 724-23

		Total
Quantity		
Truck Price per Unit	$ 90,125.80	$ 90,125.80
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 90,125.80	$ 90,125.80
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 90,125.80	$ 90,125.80
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 90,125.80	$ 90,125.80

Sales Representative _____ Signature — Anthony Trueba Printed Name — _____ Date

Purchaser _____ Signature — _____ Printed Name / Title — _____ Date

Accepted by Sales Manager or General Manager _____ Signature — _____ Printed Name — _____ Date

Quote good until 7/26/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telema is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3 provider.

ATTACHMENT B

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-350 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-350 Reg Cab 4x4 Gas
BuyBoard Contract 724-23

		Total
Quantity		
Truck Price per Unit	$ 80,299.60	$ 80,299.60
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 80,299.60	$ 80,299.60
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 80,299.60	$ 80,299.60
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 80,299.60	$ 80,299.60

Sales Representative _____ Signature — Anthony Trueba Printed Name — _____ Date

Purchaser _____ Signature — _____ Printed Name / Title — _____ Date

Accepted by Sales Manager or General Manager _____ Signature — _____ Printed Name — _____ Date

Quote good until 7/27/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT C

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Ford Model F-150 Stock # TBD Serial # TBD

Additional Vehicle Details: Ford F-150 CrewCab 4x2
Toolbox/Lightbar/Headache Rack
Buyboard Contract 724-23

Quantity	3	Total
Truck Price per Unit	$ 47,583.15	$ 142,749.45
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 47,583.15	$ 142,749.45
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 47,583.15	$ 142,749.45
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 47,583.15	$ 142,749.45

Sales Representative _____ Signature — Anthony Trueba Printed Name — Date

Purchaser _____ Signature — Printed Name / Title — Date

Accepted by Sales Manager or General Manager _____ Signature — Printed Name — Date

Quote good until 7/30/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

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Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT D

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Ford Model Ranger Stock # TBD Serial # TBD

Additional Vehicle Details: Ford Ranger 4x2
Lightbar/Headache Rack
Buyboard Contract 724-23

Quantity	2	Total
Truck Price per Unit	$ 36,898.00	$ 73,796.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 36,898.00	$ 73,796.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 36,898.00	$ 73,796.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 36,898.00	$ 73,796.00

Sales Representative _____ Signature — Anthony Trueba Printed Name — Date

Purchaser _____ Signature — Printed Name / Title — Date

Accepted by Sales Manager or General Manager _____ Signature — Printed Name — Date

Quote good until 7/30/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT E

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-450 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-450 4x2 Diesel 169wb w/ Knapheide Body
Buyboard 724-23

		Total
Quantity		
Truck Price per Unit	$ 97,178.92	$ 97,178.92
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 97,178.92	$ 97,178.92
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 97,178.92	$ 97,178.92
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 97,178.92	$ 97,178.92

Sales Representative _____ (Signature) Anthony Trueba (Printed Name) _____ (Date)

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

Accepted by Sales Manager or General Manager _____ (Signature) _____ (Printed Name) _____ (Date)

Quote good until 8/2/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT F

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-550 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-550 4x2 Diesel 169wb w/ Knapheide Body
Buyboard 724-23

		Total
Quantity		
Truck Price per Unit	$ 98,905.92	$ 98,905.92
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 98,905.92	$ 98,905.92
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 98,905.92	$ 98,905.92
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 98,905.92	$ 98,905.92

Sales Representative _____ Signature Anthony Trueba Printed Name _____ Date

Purchaser _____ Signature _____ Printed Name / Title _____ Date

Accepted by Sales Manager or General Manager _____ Signature _____ Printed Name _____ Date

Quote good until 8/2/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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Rush Truck Center, Fort Worth
1480 NE Loop 820
Fort Worth, TX 76106
800-456-5229

ATTACHMENT G

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Peterbilt Model 536 Stock # TBD Serial # TBD

Additional Vehicle Details: 2025 536 Peterbilt Cummins/Paccar 200 HP, Auto, 5-7 Yard Dump
Buyboard # 723-23

Quantity	2	Total
Truck Price per Unit	$ 107,594.13	$ 215,188.26
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 107,594.13	$ 215,188.26
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 350.00	$ 700.00
Total Sales Price	$ 107,944.13	$ 215,888.26
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 107,944.13	$ 215,888.26

Sales Representative _____ Signature — Samuel Frost Printed Name — Date

Purchaser _____ Signature — _____ Printed Name / Title — Date

Accepted by Sales Manager or General Manager _____ Signature — _____ Printed Name — Date

Quote good until 8/2/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with TYMCO, Inc. through the HGACBuy Cooperative (Contract # SW04-20) for purchase of a street sweeper replacement in the amount of $344,575. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of one replacement street sweeper from the FY26 Governmental Equipment Replacement Fund list. This unit supports daily service delivery by the Street and Drainage Maintenance Division of Public Works.

Per the Equipment Replacement Funds Policy adopted earlier this year, this replacement is funded from the Capital Improvement Program (CIP) due to its cost exceeding $300,000. The CIP was amended to include this purchase.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with TYMCO, Inc. through the HGACBuy Cooperative (Contract # SW04-20) for purchase of a street sweeper replacement in the amount of $344,575.

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

May 27, 2025 – City Council approved the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

May 8, 2025 – Finance Committee recommended approval of the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

February 17, 2025 – City Council adopted the Equipment Replacement Funds Policy

January 22, 2025 – Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy

REFERENCE:

CSO#5745-02-2025

FISCAL IMPACT:

Proposed Expenditure: $325,000
Account Number(s): 428-10-13-1302-0000-71001
Fund: 2026 CO – Governmental Bond Fund
Account Description: Equipment

Proposed Expenditure: $19,575
Account Number(s): 602-10-13-1302-0000-71001
Fund: Governmental Equipment Replacement Fund
Account Description: ERF Equipment

STAFF CONTACT:

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

Acquisition of Replacement Fleet and Equipment

City Council
July 21, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of the FY26 fleet replacement lists
- May 27, 2025 – City Council endorsed the FY26 fleet replacement lists and CIP amendment that includes funding for a replacement streetsweeper for FY26

Fleet Purchases

Tonight's agenda includes several items for replacement fleet acquisitions:

- *Five items for the purchase of 19 replacement units funded by the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of 11 FY25 replacements*
  - *Acquisition of eight FY26 replacements*
- *One item for the purchase of a replacement street sweeper funded in the capital program per policy (due to its cost being greater than $300,000)*

Total Funding: $2,073,557.47

In addition, the purchase of seven replacements (one for FY25 and six for FY26) totaling $165,187.71 are being processed administratively as their costs are within the City Manager's authority

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

1. Bobcat of North Texas for the purchase of one unit in the amount of $118,627.42
2. Holt Caterpillar for the purchase of two units in the amount of $282,795
3. Rush Truck Centers for the purchase of 11 units in the amount of $798,943.95
4. SAMES Auto Group for the purchase of four units in the amount of $339,517
5. Tiger Corp. / Bane Machinery for the purchase of one unit in the amount of $189,099.10
6. TYMCO, Inc. for the purchase of one unit in the amount of $344,575

Questions / Discussion

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

Docusign Envelope ID: E49377B6-5E96-4F39-A2CF-7365BB389E91

THE CITY OF BURLESON TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between TYMCO, 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 HGACBUY Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** SW04-20, 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

ONE (1) STREETSWEEPER AS DESCRIBED 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 THREE HUNDRED FORTY-FOUR THOUSAND, FIVE HUNDRED SEVENTY-FIVE AND N0/100 DOLLARS ($344,575.00) ("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):

Docusign Envelope ID: E49377B6-5E96-4F39-A2CF-7365BB389E91

☑ ***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 21ST day of JULY 20 25.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR DocuSigned by: TYMCO, INC.

By: KAYE MORGAN
D05FBD1F0DA24C9...

Name: KAYE MORGAN

Title: Sales/Production Coordinator

Date: 7/11/2025

Docusign Envelope ID: E49377B6-5E96-4F39-A2CF-7365BB389E91

ATTACHMENT A

HGACBuy CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-20 (Expires: 3/31/26)	Date Prepared:	6/26/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Burleson, TX	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:		Prepared By:	Kaye Morgan
Phone:		Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:		Email:	kaye.morgan@tymco.com

Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 182,070.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if

Description	Cost	Description	Cost
A.O.D. Washdown System 600004	$ 2,050.00	Camera/Monitor System - 2 cameras 600008-B	$ 1,100.00
Gutter Broom Tilt Adjuster - Right 600022	$ 850.00	COMDEX Package 600021	$ 4,900.00
Abrasion Protection Package 600036	$ 1,275.00	Hopper Deluge 600043	$ 750.00
Auxiliary Hand Hose w/Hydraulic Boom 600052	$ 5,075.00	High Output Water 600045	$ 850.00
Pick-Up Head Curtain Lifter 600087	$ 1,605.00	Variable Speed Gutter Brooms 600070	$ 775.00
2023 Ifreightliner M2-106 Chassis 600706	$ 99,675.00	Traffic Directing Light - LED 600823	$ 1,200.00
		QUOTE GOOD FOR 30 DAYS	
		DELIVERY SUBJECT TO TRUCK AVAILABILITY	
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$ 120,105.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Dump Switch in Cab	$ 200.00	Auto Sweep Assist (ASA)	$ 2,500.00
Federal Inspection Sticker	$ 250.00	(2) 12" Parabolic Mirrors	$ 150.00
2026 Freightliner M2-106 Chassis **UPGRADE**	$ 24,000.00		
		Subtotal C:	$ 27,100.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 9%

D. Total Cost BeforeAny Applicable Trade- In/ Other Allowances / Discounts (A+B+C) $ 329,275.00

Quantity Ordered:	1	X Subtotal of A + B + C:	$ 329,275.00	=	Subtotal D:	$ 329,275.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight/PDI/Inservice	$ 2,250.00		
Surcharge - Base Sweeper	$ 9,550.00		
Tariff Surcharge - 2026 Freightlner	$ 3,500.00	Subtotal F:	$ 15,300.00

Delivery Date:	240 - 300 Days	G. Total Purchase Price (D+E+F):	$ 344,575.00

PRICING NOTE: Sweeper and chassis are quoted using current pricing. Due to the current market situation, all cost increases for major components, and government mandated requirements, tariff surcharges, and raw material surcharges may be added should they apply.

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Bobcat of North Texas through the Sourcewell Cooperative (Contract # 020223-CEC) for purchase of a compact excavator in the amount of $118,627.42. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of one compact excavator funded as a FY25 equipment replacement.

The compact excavator supports daily service delivery in the Water / Wastewater Operations Division of Public Works.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Bobcat of North Texas through the Sourcewell Cooperative (Contract # 020223-CEC) for purchase of a compact excavator in the amount of $118,627.42.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: $118,627.42
Account Number(s): 603-10-13-1302-0000-71001
Fund: Proprietary Equipment Replacement Fund
Account Description: ERF Equipment

STAFF CONTACT:

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

Acquisition of Replacement Fleet and Equipment

City Council
July 21, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of the FY26 fleet replacement lists
- May 27, 2025 – City Council endorsed the FY26 fleet replacement lists and CIP amendment that includes funding for a replacement streetsweeper for FY26

Fleet Purchases

Tonight's agenda includes several items for replacement fleet acquisitions:

- *Five items for the purchase of 19 replacement units funded by the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of 11 FY25 replacements*
  - *Acquisition of eight FY26 replacements*
- *One item for the purchase of a replacement streetsweeper funded in the capital program per policy (due to its cost being greater than $300,000)*

Total Funding: $2,073,557.47

In addition, the purchase of seven replacements (one for FY25 and six for FY26) totaling $165,187.71 are being processed administratively as their costs are within the City Manager's authority

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

1. Bobcat of North Texas for the purchase of one unit in the amount of $118,627.42
2. Holt Caterpillar for the purchase of two units in the amount of $282,795
3. Rush Truck Centers for the purchase of 11 units in the amount of $798,943.95
4. SAMES Auto Group for the purchase of four units in the amount of $339,517
5. Tiger Corp. / Bane Machinery for the purchase of one unit in the amount of $189,099.10
6. TYMCO, Inc. for the purchase of one unit in the amount of $344,575

Questions / Discussion

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

Docusign Envelope ID: 490E1B4D-77C3-49E0-B3F2-013B2704D2A6

THE CITY OF BURLESON TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between BOBCAT OF NORTH TEXAS **("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.** 020223-cec, as amended, (the "Agreement") with an expiration date of 04/17/2027 .

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

A BOBCAT COMPACT EXCAVATOR AS DESCRIBTED 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 ONE HUNDRED EIGHTEEN THOUSAND, SIX HUNDRED TWENTY-SEVEN AND 42/100 DOLLARS ($118,627.42) ("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):

Docusign Envelope ID: 490E1B4D-77C3-49E0-B3F2-013B2704D2A6

☑ ***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 21ST day of JULY 20 25.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR BOBCAT OF NORTH TEXAS

Signed by:

By: Todd Lewis

8DD22062296C4F2...

Name: Todd Lewis

Title: Sales Rep

Date: 7/2/2025

Docusign Envelope ID: 490E1B4D-77C3-49E0-B3F2-013B2704D2A6

ATTACHMENT A

Bobcat

Quotation Number: **TL1166399**
Quote Sent Date: **May 01, 2025**
Expiration Date: **May 31, 2025**
Prepared By: **Todd Lewis**
Phone: 214-869-6161
Email: tlewis@bobcatofdallas.com

Customer
CITY OF BURLESON
141 W RENFRO ST
BURLESON, TX, 76028-4261

Contact

Dealer
Bobcat of North Texas - Lewisville, Lewisville, TX
1302 SOUTH STEMMONS FREEWAY

Item Name	Item Number	Quantity	Price Each	Total
E88 R2-Series Bobcat Compact Excavator	M3327	1		108,421.00
Standard Equipment: 65.9 HP Turbocharged, Bobcat 2.4L, Tier 4 Diesel Engine, Non-DPF Auto-Idle Auto-Shift, Two-Speed Travel Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Couplers Cab, Enclosed with HVAC - ROPS/TOPS & Level 1 FOPS: Includes: Cup Holder, Retractable Seat Belt, Cloth Suspension Seat Control Console Locks Control Pattern Selector Valve (ISO/STD) Conventional Tail Swing Dozer Blade w/ Float Engine/Hydraulic Monitor with Engine Idle Fingertip Auxiliary Hydraulics Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Integrated Bucket Link Lift Point Keyless Start LED Work Lights - 2 front facing cab mounted, 1 under boom Lift Eye Long Arm Mirrors - Left and Right Side Pin - On Attachment Mounting System Rubber Tracks Deluxe Instrument Panel Telematics with 2-year Machine IQ Basics Subscription +90-Day Machine IQ Health & Security Trial Warranty: 2 years, or 2000 hours whichever occurs first				
Cab Deluxe Package *Included:* Cab Deluxe Package:, *MUST SELECT HYDRAULIC PIN-GRABBER READY OR HYDRAULIC PIN-GRABBER*, Enclosed Cab with Auto HVAC, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm	M3327-P11-C12	1		
***Hydraulic Activated Pin-Grabber Quick Coupler**	M3327-R06-C17	1		
***Hydraulic Clamp - Long Arm - Class VI w/ Diverter Valve**	M3327-R08-C15	1		
***Hydraulic Angle Blade**	M3327-R12-C02	1		
Segmented Tracks	M3327-R02-C04	1		
***Long Arm + Additional Bolt-on Counterweight**	M3327-R03-C09	1		
***24" Class 6 SD MX Bucket. 55mm pins included.** ***24" SMOOTH BUCKET Gth $2310.00** **55mm PINS $375.00**	7457616	1		1963.08

Docusign Envelope ID: 490E1B4D-77C3-49E0-B3F2-013B2704D2A6

		Total for E88 R2-Series Bobcat Compact Excavator		
		Quote Total - USD		113,069.00
		Dealer P.D.I.		300.00
		Tariff Surcharge		2,006.42
		Freight Charges		3,100.00
		Destination Charges		152.00
		Quote Total - USD		$118,627.42

Notes:
SOURCEWELL 020223-CEC

Customer acceptance:
Quotation Number:: **TL1166399** Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Bane Machinery DBA Tiger Corporation, Inc. through the BuyBoard Cooperative (Contract # 706-23) for purchase of a boom mower in the amount of $189,099.10. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of one replacement boom mower (tractor and associated attachments) for FY26. This unit supports daily service delivery by the Street and Drainage Maintenance Division of Public Works.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Bane Machinery DBA Tiger Corporation through the BuyBoard Cooperative (Contract # 706-23) for purchase of a boom mower in the amount of $189,099.10.

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

May 27, 2025 – City Council approved the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

May 8, 2025 – Finance Committee recommended approval of the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

February 17, 2025 – City Council adopted the Equipment Replacement Funds Policy

January 22, 2025 – Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy

REFERENCE:

CSO#5745-02-2025

FISCAL IMPACT:

Proposed Expenditure: $189,099.10
Account Number(s): 602-10-13-1302-0000-71001
Fund: Governmental Equipment Replacement Fund
Account Description: ERF Equipment

STAFF CONTACT:

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

Acquisition of Replacement Fleet and Equipment

City Council
July 21, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of the FY26 fleet replacement lists
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Fleet Purchases

Tonight's agenda includes several items for replacement fleet acquisitions:

- *Five items for the purchase of 19 replacement units funded by the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of 11 FY25 replacements*
  - *Acquisition of eight FY26 replacements*
- *One item for the purchase of a replacement streetsweeper funded in the capital program per policy (due to its cost being greater than $300,000)*

Total Funding: $2,073,557.47

In addition, the purchase of seven replacements (one for FY25 and six for FY26) totaling $165,187.71 are being processed administratively as their costs are within the City Manager's authority

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

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6. TYMCO, Inc. for the purchase of one unit in the amount of $344,575

Questions / Discussion

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

Docusign Envelope ID: 4BB7AA19-69C3-422B-B91C-2CABDD24728E

THE CITY OF BURLESON TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between BANE MACHINERY, INC DBA TIGER CORPORATION **"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.** 706-23, 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.

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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

ONE TIGER BENGAL BOOM MOWER AS DESCRIBED 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.

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Purchase Price - Payments under this Customer Agreement are in the amount of ONE HUNDRED EIGHTY-NINE THOUSAND, NINTETY-NINE AND 10/100 DOLLARS ($189,099.10) ("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):

Docusign Envelope ID: 4BB7AA19-69C3-422B-B91C-2CABDD24728E

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☐ ***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 21 ST day of JULY 20 25.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR BANE MACHINERY, INC DBA TIGER CORPORATION

By: DocuSigned by: Samantha Johnson C9351AF5C4354C0...

Name: Samantha Johnson

Title: Sales Manager

Date: 7/10/2025

Docusign Envelope ID: 4BB7AA19-69C3-422B-B91C-2CABDD24728E

ATTACHMENT A

TIGER BUY BOARD SALES QUOTE

Buying Agency:	**City of Burleson**	**Contractor:**	**Tiger Corp. / Bane Machinery, Inc.**
Contact Person:	**Brad Russell**	**Prepared By:**	**Phil Bane**
Phone:	**817-426-9865**	**Phone:**	**903-597-6641**
Location City, State:	**Burleson, Texas**	**Contract No.:**	**706-23**
Date:	**Tuesday, July 1, 2025**	**Product Code:**	**Stock #10995**
Product Description:	**Tiger Bengal Boom Mower with a John Deere 6105E S/N 1P06105ECP6251741 & Tiger RT50D S/N 7109947**		

A. Tiger Published Options

Code	Description	Cost
BB-22	22' Boom Mower with 3OS-BB Rear Stow	$ 50,372.00
RT50D	50" Rotary Head w/ Disc & Hyd Door	$ 18,587.00
JSTK	Joystick Controls	$ 19,798.00
Factory Mnt	Factory Mount	$ 9,135.00
P/G Guard	Grill Guard with Pump Guard	$ 711.00
Axstab Timbren	Front Axle Stabilizer	$ 631.00
06744040	50" Rotary Disc Kit (knives, bolts, nuts, filter, grease) Brush	$ 361.00
		$ -
		$ -
		$ -
	Subtotal A:	**$ 99,595.00**

B. Tractor Base Unit

Code	Description	Cost
6105E	John Deere 6105E, Cab, A/C, Heater, 4WD, 24x12 Transmission	$ 114,777.00
	AM/FM/CD Player	$ 490.00
		$ -
		$ -
		$ -
	Subtotal B:	**$ 115,267.00**

C. Discounts

Percentage	Description	Cost
10%	A. Tiger Published Options Discount	$ (9,959.50)
20%	B. Tractor Base Unit Discount	$ (23,053.40)
	Subtotal C:	**$ (33,012.90)**

D. Other Items

	PDI & Prep	$ 2,250.00
	Freight to Customer	$ 1,500.00
	Freight from Factory	$ 3,500.00
		$ -
	Subtotal D:	**$ 7,250.00**

Quote only good for 30 days **Total Purchase Price:** **$ 189,099.10**

PO# to be made out to Tiger Corp.

Accepted by: _____ _____

Signature Title

City Council Regular Meeting

DEPARTMENT: **Legal**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change to permit time to study the request and establish reasonable rates, and approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

SUMMARY:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about $7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the July 31, 2025 effective date, Oncor's rate request is deemed administratively approved.**

The City is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility

Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

RECOMMENDATION:

Approve the resolution.

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

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

REFERENCE:

n/a

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Resolution Suspending the July 31, 2025, Effective Date of Oncor's Requested Rate Change

PRESENTED TO THE CITY COUNCIL ON
JULY 21, 2025

Resolution Suspending Oncor's Effective Date

- What is Oncor?
  - Oncor is a transmission and distribution electric utility that operates in various parts of Texas. Oncor is not a retail electric provider. Oncor operates and maintains the transmission and distribution lines that deliver electricity. Oncor is regulated by the Public Utility Commission and is allowed to charge fees to electricity consumers for the cost of operating and maintaining the transmission and distributions lines.
- Why is the City Involved?
  - Cities have original jurisdiction over the electric rates of transmission and distribution investor-owned utilities such as Oncor.
- What is the Steering Committee of Cities Served by Oncor?
  - The rate setting process is very complex. The Steering Committee is an organization of more than 175 cities in Texas that represents consumer interests in proceedings brought by Oncor. The Steering Committee helps to ensure the rates proposed by Oncor are fair and reasonable. The City is a longtime member of the committee.

Resolution Suspending Oncor's Effective Date

- On June 26, 2025, Oncor filed an application with cities seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues.
- Oncor asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates.
- If approved, an average residential customer would see a bill increase of about $7.90 per month.

Resolution Suspending Oncor's Effective Date

- The Steering Committee of Cities Served by Oncor ("OCSC"), in conjunction with the City, is coordinating its review of Oncor's application with attorneys and consultants.

- The law provides that a rate request made by an electric utility cannot become effective until 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

- The proposed resolution suspends the effective date of Oncor's application and authorizes the City to join with OCSC to evaluate the filing and determine what further strategy to pursue.

- The City must adopt the proposed resolution by July 31, 2025. If the City Council does not take action by July 31st, Oncor's application will automatically take effect in the City

Resolution Suspending Oncor's Effective Date

Action Requested:

- Approve a resolution suspending the July 31, 2025, effective date of Oncor's requested rate change to permit time to study the request and establish reasonable rates, and approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals

    - Staff recommends approval of the resolution

RESOLUTION

RESOLUTION OF THE CITY OF BURLESON SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Burleson a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Burleson is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, Attn: Mr. Matthew A. Troxle, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
Chris Fletcher, Mayor

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Legal**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on a fixed property damage release with Joe Moseley and Progressive County Mutual Insurance Company in Progressive Claim No. 24-5382853. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

SUMMARY:

The item before the City Council is to consider and take possible action on a fixed property damage release with Joe Moseley and Progressive County Mutual Insurance Company.

RECOMMENDATION:

None.

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

None.

REFERENCE:

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

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

City Council Regular Meeting

DEPARTMENT: **Economic Development**

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

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on an ordinance approving a real estate contract for the purchase of city owned property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (First Reading) (*Staff Contact*: *Alex Philips, Director of Economic Development)*

SUMMARY:

On March 7, 2025, the City of Burleson released a Request for Proposals (RFP) 2025-002 to solicit offers to purchase a city-owned, 114 West Ellison Street. The parcel is located in Old Town at the corner of Ellison and Wilson streets, and is currently vacant.

The RFP outlined preferred criteria; uses to include a mix of ground floor destination retail/restaurant and second floor office, incorporate existing historical Old Town architecture, tie in to district walkability, and a 32-foot height restriction. The RFP also included a minimum bid of the property at $1.1 million dollars, and requires that the development agreement include a waiver in favor of the City as it relates to building products, materials, and methods under Texas Gov't Code Ch. 3000.

The EDC's proposal meets all criteria, includes a $1.1 million dollar bid and proposes razing the existing building. The development concept plan proposes a 10,000 square foot, two story building consisting of Class A office space above retail, restaurants and other commercial uses. The EDC will recruit Corporate or Regional headquarters for office users..

RECOMMENDATION:

Staff recommends approval

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

Burleson 4A and City Council approved the bid on June 16, 2025.

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: $1.1M
Account Number(s): 2014201-70001
Fund:4A Fund
Account Description: Land

STAFF CONTACT:

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

RFP 2025-003 Sale of Real Property 114 West Ellison Street

BURLESON CITY COUNCIL

JULY 21, 2025

Request for Proposals

- Released March 7, 2025
- 114 W. Ellison St.
- Minimum bid of $1.1M
- Building is currently vacant
- Preferred development scenario
  - Ground floor retail
  - Second floor office
  - 32’ maximum height
  - Incorporate Old Town architecture, and walkability
- Requires that the development agreement include a waiver in favor of the City for building products, materials and methods under Texas Gov’t Code Ch. 3000

Submission

- Sole submission is from Burleson 4A Economic Development Corp. (EDC)
- $1.1M bid
- Raze existing building
- Concept plan includes:
  - 10,000 square feet
  - 5,000 square feet, ground floor retail
  - 5,000 square feet, second floor office
  - Enhanced public parking, landscape and walkability
- The EDC will recruit corporate or regional headquarters for office users

Project Details

- Purchase price of $1.1M
- Closing on or before September 25, 2025
- EDC will take immediate ownership and begin plans to raze the building, create a marketing package and actively recruit a corporate or regional headquarters office user in FY 2026

Requested Action

- Approve an ordinance on first reading for the approval of a real estate contract for 114 West Ellison Street.

Questions / Comments

Alex Philips
Director of Economic Development
aphilips@burlesontx.com
817-426-9638

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING A CONTRACT BETWEEN THE CITY OF BURLESON, AS SELLER, AND THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, AS BUYER, TO SELL FEE SIMPLE TITLE TO REAL PROPERTY COMMONLY KNOWN AS 111 & 113 S WILSON AND 114 W ELLISON AND LEGALLY KNOWN AS LOT 12, BLOCK 3, ORIGINAL TOWN OF BURLESON, AN ADDITION TO THE CITY OF BURLESON, IN JOHNSON COUNTY, TEXAS, (THE "PROPERTY") FOR THE SALES PRICE OF $1,100,000.00, AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

WHEREAS, the City owns fee simple title to the Property; and

WHEREAS, on or about March 7, 2025, the City, in City of Burleson RFP 2025-003, issued a request for proposals in accordance with the Local Government Code seeking proposals from third-parties to purchase and develop the Property; and

WHEREAS, the Type A Corporation submitted a proposal in response to City of Burleson RFP 2025-003; and

WHEREAS, after due consideration of the request and received submission, the City desires to select and award the Type A Corporation's proposal in City of Burleson RFP 2025-003; and

WHEREAS, the City desires to approve and enter into the Contract; and

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

WHEREAS, the City desires the City Manager execute all documents necessary to close the

real estate transaction described in the Contract; and

WHEREAS, the City desires to expend funds pursuant to the Contract that are necessary to close the real estate transaction described therein; and

WHEREAS, the City Council hereby finds and determines that the provisions of this ordinance are in the best interest of the public, and are adopted in furtherance of the public health, safety, morals, and general welfare.

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

Section 1.

The City hereby selects the Type A Corporation's proposal in City of Burleson RFP 2025-003. Accordingly, the City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Contract between the City and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of $1,100,000.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

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

Section 3.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4.

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED.

PASSED AND APPROVED the _____ day of _____, 20_____.

First Reading: the _____ day of _____, 20_____.

Final Reading: the _____ day of _____, 20_____.

_____

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____

Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain, Development Services Director**

MEETING: **July 21, 2025**

SUBJECT:

ETJ Release Petition for 1700 Tarver RD (Case 25-176): Consider a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 27 acres of land addressed as 1700 Tarver RD. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On June 17, 2025, a petition was submitted by Bruce Basden (General Partner for ownership group) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 27 acres of land addressed as 1700 Tarver RD as shown on the attached Exhibit 2. The metes and bounds provided by the applicant includes acreage outside of the ETJ. The provided metes and bounds describes 45.587 acres, of which roughly 27 of said acres is within the ETJ of Burleson.

RECOMMENDATION:

S.B. 2038 is being constitutionally challenged, recommend taking no action.

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

April 21, 2025: ETJ release petition (Case 25-090) denied by City Council.

REFERENCE:

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

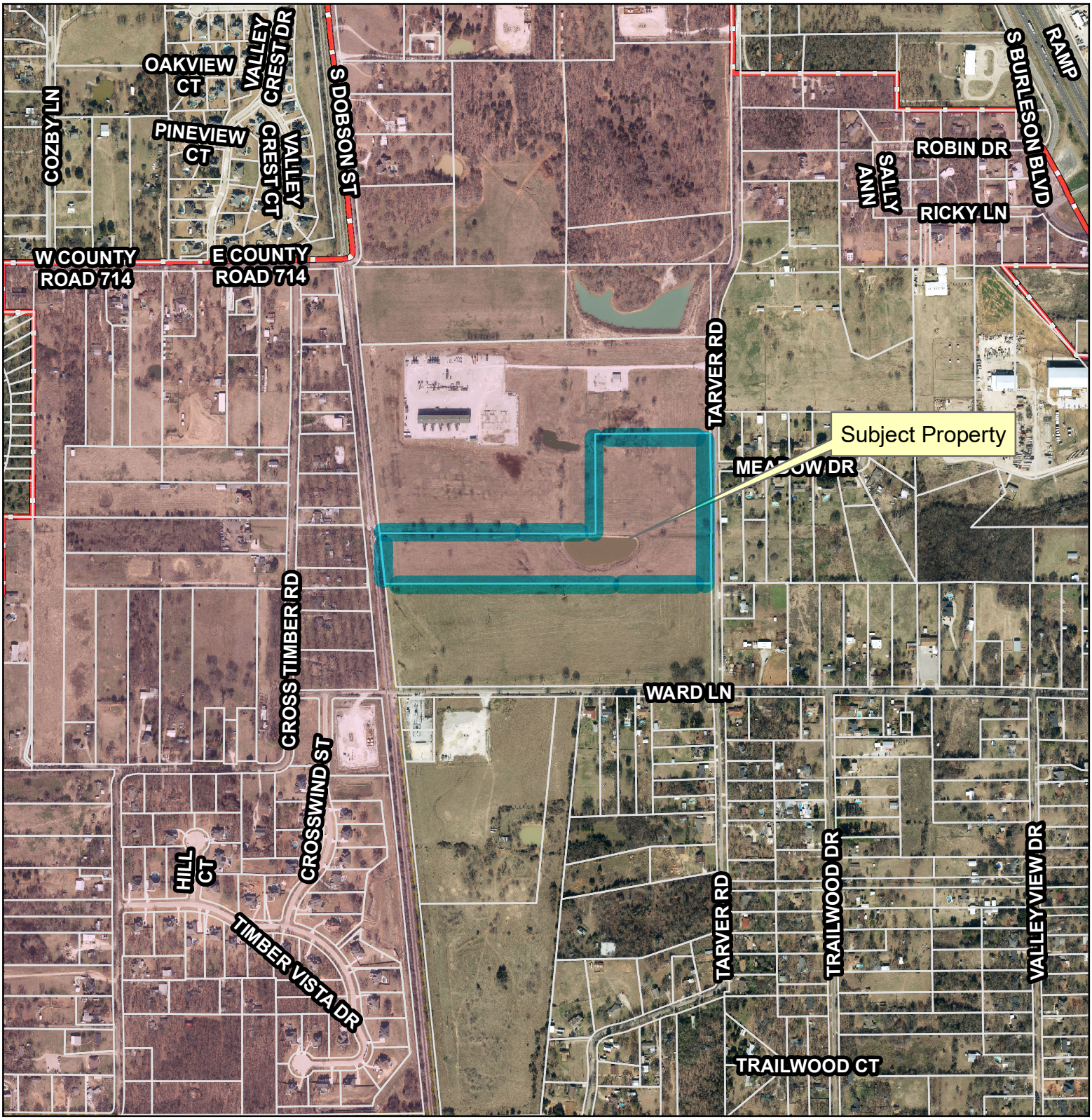
FISCAL IMPACT:

None.

STAFF CONTACT:

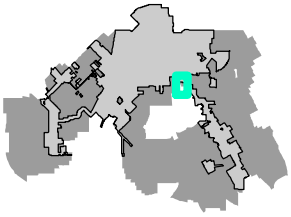
Tony McIlwain
Development Services Director

tmcilwain@burlesontx.com
817-426-9684



1700 Tarver
ETJ Release Petition
Case 25-176

THE CITY OF BURLESON TEXAS



Vicinity Map

RENFRO STREET HOLDINGS, LTD.

P.O. Box 1061
Burleson, Texas 76091
Phone: 817.295.6100
Fax: 817.295.4375

June 12, 2025

Received by
City Secretary's Office
JUN 17 2025

VIA HAND DELIVERY

Ms. Amanda Campos, City Secretary
City of Burleson
141 W. Renfro Street
Burleson, TX 76028

RE: Petition for Release from Extraterritorial Jurisdiction

Dear Mr. Ludwig & Ms. Campos:

As you know, Renfro Street Holdings, LTD., submitted a Petition for Release from Extraterritorial Jurisdiction on March 25, 2025. The petition met all of the requirements under Chapter 42 of the Texas Local Government Code.

At the April 21, 2025, City Council meeting, the Council reviewed several Petitions for Release from the ETJ of the City of Burleson. Incredibly, even though City Council had no basis in fact or law to deny the applications, the Council denied the applications including my client's application.

Fortunately, Chapter 42.105 of the Local Government Code is crystal clear and sets forth the time deadline for the release of my client's property from the ETJ of the city of Burleson by operation of law. Pursuant to Section 42.105, my client's property will be released from the ETJ of the City of Burleson by operation of law on June 16, 2025, when the City Council holds its next meeting.

Very truly yours,

Bruce Basden

NOTICE OF PETITION FOR RELEASE OF AN AREA FROM BURLESON'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON_____ §

A Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (the "Petition") was duly submitted by Bruce Basden / Renfro Street Holding Ltd., a Texas *limited partnership,* to the CITY OF BURLESON, TEXAS on March 25, 2025 in accordance with Subchapter D, Chapter 42, Texas Local Government Code. A true and correct copy of the Petition submitted to the City is attached here to as **Exhibit "A."**

The City denied to release the 55. 997 acres, more or less of land shown on **Exhibit "B"** (the "Land") from the City's extraterritorial jurisdiction, as prayed for by the Petition, by the later of (a) the forty-fifth (45th) day after the Receipt Date or (b) the next meeting of the City Council of the City that occurred after the thirtieth (30th) day after the Receipt Date.

In accordance with Section 42.105(d) of the Texas Local Government Code, the Land has been released from the extraterritorial jurisdiction of the City by operation of law.

Received by
City Secretary's Office

JUN 17 2025

Filed For Record 1:33pm
2025-17154
JUN 12 2025

April Long
County Clerk, Johnson County Texas
BY _____ DEPUTY

Bruce Basden, President
Basden Management, LLC
General Partner of
Renfro Street Holdings Ltd.

By: _____
Name: BRUCE BASDEN
Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF Johnson §

This instrument was acknowledged before me on June 11th, 2025 by Bruce Basden, PRESIDENT of Basden Management LLC a General Partner, on behalf of said Renfro Street Holdings

(Notary Seal)

ALETHIA R. GANNON
Notary Public, State of Texas
Comm. Expires 02-12-2028
Notary ID 134757306

Alethia R Gannon
Notary Public, State of Texas

Received by
City Secretary's Office
JUN 17 2025

Exhibit A

Petition

[See attached.]

Exhibit B

Description of the Land and Warranty Deed

[See attached.]

Received by
City Secretary's Office

JUN 17 2025

THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER	
Applicant or Authorized Agent	Owner
Name: BRUCE BASDEN	Name:
Company:: RENERO STREET HOLDING Ltd.	Company: SAME AS AGENT
Address:: 645 E. RENERO ST.	Address::
BURLESON, TX 76028	
Telephone: 817 991-5009	Telephone:
Email: BRUCE@BASDENSTEEL.COM	Email:
Signature:	Signature:

SITE INFORMATION	
Number of properties within the area to be released:	2
General location or address of area to be released:	1700 TARVER RD.
Total Acres to be released: 27	
County of Request JOHNSON	

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)	
BB	Completed Application
BB	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
BB	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
BB	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	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).

Received by
City Secretary's Office
JUN 17 2025

Tax ID # and Physical Address	Property Owners Signature	Notary
Property ID R000123669 GEO ID 126,0468.0039b 1700 Traver Road		State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature
		State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature

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

Received by
City Secretary's Office
JUN 17 2025

SPECIAL WARRANTY DEED

Effective Date: March 25, 2025

Grantor: **Barnett Gathering LLC**, a Texas limited liability company

Grantor's Mailing Address:

N2.5B
22777 Springwoods Village Parkway
Spring, TX 77389

Grantee: **Renfro Street Holdings Ltd.**, a Texas limited partnership

Grantee's Mailing Address:

645 E. Renfro
Burleson, TX 76028

Consideration: $10.00 cash and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property: The surface estate of all that certain tract or parcel of land totaling approximately 55.997 acres, more or less, located in the city of Burleson, county of Johnson, state of Texas, being more particularly described on **Appendix "1"** attached hereto and incorporated herein, together with all improvements, structures, and fixtures, if any, located in, on, or under the Property, and with all of Grantor's rights, titles, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of the land including, without limitation, all right, title, and interest of Grantor in and to adjacent streets, alleys, or rights-of-way, strips and gores, as well as all easements, if any, benefiting and/or burdening the land, subject to the Reservations from and Exceptions to Conveyance and Warranty herein (collectively, the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

1. **Disclosure and Acknowledgment of Prior Use and Certain Site Conditions**. Grantee specifically acknowledges and understands that Grantor has informed Grantee of the following: (i) all or a portion of the Property has been used,

without limitation, for the exploration, development, production, storage, transfer, and distribution of oil and gas, including crude oil, natural gas and/or derivative products containing hydrocarbons; (ii) the soil and sub-soil of the Property and the soil, air, land, drainage ditches, groundwater and water on, under, near or adjacent thereto, and pipes, drainage ditches, water courses and water tables at, on, under or in the vicinity of the Property may contain or have been contaminated or impacted by petroleum, petroleum-based products and other chemicals or other contamination; (iii) the Property may, in various locations contain, without limitation, active or abandoned pipelines, (iv) all or a portion of the Property may contain wetlands, as well as threated or endangered species or their habitats, and (v) Texas law may require an oil and gas well operator to re-enter a plugged and abandoned well and should the governmental authority with jurisdiction over such wells require any well re-entry, the operator of record would require access and sufficient space to bring in equipment to conduct re-entry activities. Such activities may require the removal of structures and pavement around the well.

2. **Permitted Encumbrances**. Any and all (i) valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations, exceptions, and other encumbrances of record; (ii) all building and land use ordinances, laws, regulations, and restrictions by municipal or other governmental authority applicable to the Property; and (iii) any other rights in or encumbrances on the Property which are evident by a physical inspection of the Property.

3. **Taxes**. Taxes and assessments for the current year are prorated as of the Effective Date above, and Grantee assumes the payment of all taxes and assessments after the Effective Date, including, but not limited to, all subsequent assessments for prior years due to a change in ownership, zoning, or land usage.

4. **Survey**. Any and all matters shown on that plat of survey dated December 23, 2024, completed by John G. Margotta, RLS #5956, of Baird, Hampton & Brown.

Any and all matters shown on that plat of survey dated December 6, 2024, completed by John G. Margotta, RLS #5956, of Baird, Hampton & Brown.

5. **Activity and Use Restrictions; Use of Groundwater**. The following Activity and Use Restrictions (defined below) are established and shall permanently apply to the Property.

A. **Use of Groundwater**. Before using groundwater in or under the surface of the Property for potable use (defined as for human consumption), Grantee or subsequent owner will comply with each of the following:

i. any water well drilled on the Property is drilled by a licensed water well driller pursuant to 16 TAC 76 et. seq. and all other applicable federal, state, and local laws and regulations;

ii. any potable use of the groundwater in or under the surface of the Property complies with applicable standards and requirements under federal, state, and local laws and regulations;

iii. a professional engineer certifies that the groundwater and any treatment to be used for potable purposes meets all drinking water standards under federal, state and local laws and regulations; and

iv. it is recommended that prior to use and on a reasonable interval thereafter, the water well be sampled and confirmed to meet drinking water standards via analysis at a state-certified laboratory.

The restrictions, prohibitions, and limitations contained in this Subsection 5.A are referred to as the **"Activity and Use Restrictions."**

B. Activity and Use Restrictions Run with the Land. The Activity and Use Restrictions shall run with the land, are binding on Grantor and Grantee and all their successors and assigns, as well as all future occupants and owners of the Property, and shall be recognized in, and survive, all subsequent sales, transfers, leases, assignments, or other conveyances, in whole or part, of the Property. The Activity and Use Restrictions shall be included in all deeds or other instruments associated with any subsequent sale, transfer, lease, assignment, or other conveyance, in whole or in part, of the Property, and the failure to include the Activity and Use Restrictions in any future deeds or instruments shall in no way limit or impair the validity of the Activity and Use Restrictions. The Activity and Use Restrictions will remain effective and in force permanently unless and until waived in writing by Grantor, in its sole discretion.

6. **Oil, Gas, and Other Mineral Reservation; Waiver of Surface Use; Reservation of Subsurface Drilling Rights**. Grantor excepts herefrom and reserves unto itself, its affiliates, their successors and assigns, and predecessors in title in accordance with its or their respective interests of record, all oil, gas, and other minerals of every character in, on, or under the Property, but Grantor on behalf of itself, its successors and assigns, and its predecessors in title, to the extent Grantor has the right to bind such predecessors, and in exercise of its executive leasing rights does hereby forever release and relinquish its right to enter upon and use the surface of said Property for exploring and drilling for and producing and mining such oil, gas, and other minerals; provided that Grantor shall have and hereby reserves on its behalf and its affiliates, successors and assigns the right to drill under and through the subsurface of the Property below the depth of one hundred feet (100') from the surface thereof by a well or wells located on the surface of land outside the boundaries of the Property conveyed hereby, and the right to pool and combine such Property, in whole or in part, with other land for the purpose of exploring and drilling for and producing and mining such minerals by virtue of operations conducted on such other lands, but not the Property conveyed hereby

7. **"AS-IS" Conveyance; No Warranties**. As a material part of the Consideration for this Special Warranty Deed, Grantor and Grantee acknowledge and agree that Grantee is taking the Property **"AS-IS, WHERE-IS, AND WITH ALL FAULTS,"** with any and all latent and patent defects, and that there is **NO WARRANTY OR REPRESENTATION BY GRANTOR (OTHER THAN THE WARRANTY OF TITLE), AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE,**

SUITABILITY, HABITABILITY, NON-INFRINGEMENT, AND FINANCIAL VALUE. FURTHER, GRANTEE WAIVES ANY AND ALL CLAIMS (AS DEFINED IN SECTION 9 BELOW) ARISING FROM OR RELATED TO THE AS-IS CONDITION OF THE PROPERTY. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, agreement, inducement, or other assertion with respect to the condition of the Property (to include, without limitation, the environmental or physical condition), but is relying solely on Grantee's examination of the Property. Further, Grantee acknowledges and stipulates that it has had access to the Property to conduct its own investigation and assessment, and is well aware of the condition of the Property.

8. **Release, Covenant Not to Sue, and Indemnity**. Grantee, for itself and its successors and assigns (i) agrees and **covenants not to sue** Grantor Related Parties (as defined in Section 10) for any and all Claims (as defined in Section 10), and (ii) agrees to **acquit, release, and forever discharge and to indemnify, defend, and hold harmless** Grantor Related Parties from any and all Claims, in both cases (i) and (ii), that arise out of or relate to, in any way, the condition, ownership, use, maintenance, or operation of the Property at any time, whether before, on, or after the Effective Date, no matter how or when caused, whether known or unknown, that are asserted or made by any person or entity, whether public or private, under any Law (as defined in Section 10). Any and all Claims not herein released or discharged by Grantee are hereby **irrevocably and without recourse assigned and transferred in full** to Grantor.

9. **Assumption of Responsibility**. Grantee, for itself and its successors and assigns, assumes, undertakes, and accepts any and all responsibilities, obligations, risks, and liabilities, if any, for (i) the environmental and/or physical condition of the Property whether existing, created, or set in place before, on, or after the Effective Date, whether known or unknown, no matter how or when caused, whether based on past, present, or future conditions, operations, activities, or events arising under or related to any Law; and (ii) the assessment, characterization, remediation, removal, transportation, disposal, treatment, or other disposition of any and all pollutants, contaminants, wastes, materials, and substances in, on, or under the Property or which are related to or arising from the Property at any time, whether before, on, or after the Effective Date, whether hazardous or not, that is or may be required under any Law; and (iii) without in any way limiting the breadth or scope of the foregoing sub-clauses (i) and (ii), those prior uses and site conditions identified in Section 1 above.

10. Definitions. As used herein, the following terms have the meanings described below:

"Grantor Related Parties" means, collectively, Grantor, and each of its respective parents, affiliates, subsidiaries, employees, officers, directors, and agents, and all their respective representatives, successors, and assigns.

"Claims" means any and all losses, damages, claims, demands, liabilities, suits, causes of action, cross-claims, or counterclaims ; any and all rights of contribution, subrogation, indemnity, or reimbursement; any and all liens, payments, penalties or fines (civil or criminal), or taxes; and any and all expenses, costs, or fees, to

include without limitation and by way of example only, attorneys' and expert witness fees and court costs, civil or criminal penalties or fines, taxes, and any other charges of any kind or nature whatsoever.

"Law" means any statute, law, rule, regulation, or ordinance, whether federal, state, or local, whether at law or equity, whether by statute, common law, administrative, or regulatory proceeding or otherwise, whether based on the negligence, gross negligence, strict liability, willful misconduct, or other conduct of any party hereto or otherwise, to include without limitation and by way of example only, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Safe Drinking Water Act, and the Clean Water Act, or similar or counterpart state statutes.

11. The release and indemnity and assumption of responsibility obligations, as set forth in Sections 8 and 9 above are hereinafter referred collectively as "Grantee Obligations."

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, and subject to and conditioned upon Grantee's acceptance and agreement to undertake the Grantee Obligations as set forth above, grants, bargains, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and its successors and assigns forever. Grantor binds Grantor and its successors and assigns to warrant and forever defend title to the Property unto Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to (i) the Reservations from and Exceptions to Conveyance and Warranty, and (ii) Grantee Obligations, when the claim is by, through, or under Grantor but not otherwise.

The parties acknowledge and agree that (i) the recitals set forth above are incorporated herein for all purposes, (ii) the captions beside the numbered paragraphs of this instrument are for convenience only and will not limit, enlarge, modify, or otherwise affect this Special Warranty Deed, and (iii) when the context requires, singular nouns and pronouns include the plural.

Grantee and Grantor acknowledge and agree that the reservations, covenants, restrictions, and obligations contained in the Reservations from and Exceptions to Conveyance and Warranty, the Use Restrictions, and Grantee Obligations, as set forth in this Special Warranty Deed (i) are reasonable in their purpose, (ii) touch and concern the Property, (iii) are covenants running with the land making up the Property, and (iv) shall be binding on Grantee, and its successors-in-interest, successors-in-title, and assigns, forever.

For purposes of this Special Warranty Deed, the Effective Date hereof will be the date and time this Deed has been executed by both parties ("Effective Date").

[Special Warranty Deed signature page 1 of 2]

GRANTOR:

BARNETT GATHERING, LLC
a Texas limited liability company

By: Nadiya O. Nichols
Nadiya O. Nichols, Agent and Attorney-in-Fact

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 21, 2025, by Nadiya O. Nichols, as Agent and Attorney-in-Fact of Barnett Gathering, LLC, a Texas limited liability company on behalf of said limited liability company.

CHRISTI W. REAUX
Notary Public, State of Texas
Comm. Expires 11-09-2026
Notary ID 4084831

Notary Public, State of Texas
My commission expires: 11/9/25

[Signature pages continue.]

Grantee joins in the execution hereof to evidence that it acknowledges and agrees to be bound by the Grantee Obligations set forth herein, all of which will be binding upon Grantee, its successors or assigns.

GRANTEE:

RENFRO STREET HOLDINGS, LTD.
a Texas limited partnership

By: _____
Name: _____
Title: _____
Bruce Basden, President
Basden Management, LLC
General Partner of
Renfro Street Holdings, Ltd

STATE OF Texas §
§
COUNTY OF Johnson §

This instrument was acknowledged before me on March 21st, 2025, by Bruce Basden [name], as President [title] of Basden Management LLC [company name], a General Partner TX [state and type of incorporation], on behalf of said Renfro Street Holdings [type of incorporation].

_____
Notary Public, State of Texas
My commission expires: 02-12-2028

ALETHIA R. GANNON
Notary Public, State of Texas
Comm. Expires 02-12-2028
Notary ID 134757306

APPENDIX "1"

To Special Warranty Deed, from
BARNETT GATHERING, LLC, as Grantor, to
RENFRO STREET HOLDINGS, LTD., as Grantee

PROPERTY DESCRIPTION

BEING a tract of land situated in the Thomas Jones Survey, Abstract Number 468, Johnson County, Texas, same being a portion tract of land as described by deed to Barnett Gathering, LP as recorded in Volume 4262, Page 610, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described by metes and bounds as follows: (Reference bearing basis being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the Allterra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values).

BEGINNING found 5/8-inch capped iron rod marked "BHB INC" (CIRF) for the northwest corner of the herein described tract, same being in the west right-of-way line of Tarver Road (County Road 805, a variable width public right-of-way) having a US State Plane Coordinate - Texas North Central Zone (4202) NAD83 (Grid) of Northing 6,869,763.97 feet, Easting 2,335,378.74 feet, from which the northeast corner of the said Barnett Gathering tract bears North 00°36'34" West, a distance of 592.62 feet;

THENCE South 00°36'34" East with the common line between said Barnett Gathering tract and the said Tarver Road, a distance of 622.63 feet to a point, from which a found PK Nail with washer bears South 04°07'43" East, a distance of 0.83 feet;

THENCE departing the said common line and over and across the said Barnett Gathering tract the following courses and distances:

North 89°53'09" West, a distance of 733.24 feet to a CIRF;

North 00°21'19" West, a distance of 616.61 feet to a CIRF having a US State Plane Coordinate - Texas North Central Zone (4202) NAD83 (Grid) of Northing 6,869,759.45 feet, Easting 2,334,648.38 feet;

North 89°38'41" East, distance of 730.45 feet to the **POINT OF BEGINNING** and containing 453,451 Square Feet or 10.410 acres of land more or less.

And

BEING a tract of land situated in the Thomas Jones Survey, Abstract Number 468, Johnson County, Texas, same being a portion tract of land as described by deed to

Barnett Gathering, LP, Volume 4262, Page 610, Deed Records, Johnson County, Texas (D.R.J.C.T.) and being more particularly described by metes and bounds as follows: (Reference bearing basis being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the Allterra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values).

BEGINNING at a found PK Nail in asphalt for the southeast corner of said Barnett Gathering tract same being in the approximate center of the intersection of Tarver Road, (County Road 805, a variable width public right-of-way), and Ward Lane, (County Road 713, a 60-foot public right-of-way), from which a found 1/2-inch capped iron rod marked "GSI SURVEYING" for the northeast corner of Briarwood Country Estates, an addition in Johnson County, Texas as shown on plat recorded in Volume 1, page 387, Plat Records, Johnson County, Texas (P.R.J.C.T.) bears South 37°06'15" West, a distance of 34.03 feet;

THENCE South 89°38'41" West, with the approximate centerline of said Ward Lane, a distance of 1986.86 feet to a found PK Nail, same being in the east right-of-way line of a Union Pacific Railroad Company (U.P.R.R.) tract (No Recording Information Found);

THENCE North 05°49'19" West with the common line between the said Barnett Gathering tract and the said east right-of-way line, a distance of 989.52 feet to a found 5/8-inch capped iron rod marked "BHB INC" (CIRF), from which a found 3/8-inch iron rod for the northwest corner of the said Barnett Gathering tract bears North 05°49'19" West, a distance of 1174.28 feet;

THENCE South 89°53'09" East, departing the said east right-of-way line and over and across the said Bartnett Gathering tract, a distance of 2081.19 feet to a found PK Nail, same being in the approximate centerline of the aforementioned Tarver Road;

THENCE South 00°21'19" East with the common line between the said Barnett Gathering tract and said Tarver Road, a distance of 967.96 feet to the **POINT OF BEGINNING** and containing 1,985,768 Square Feet or 45.587 acres of land more or less.

TAX PARCEL ID No. 126-0468-00396

Commonly known as 1700 Tarver Rd. Burleson, TX 76028

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain, Director**

MEETING: **July 21, 2025**

SUBJECT:

1679 SW Wilshire (Case 25-128): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “GR, General Retail”, to “GR, General Retail” with a Specific Use Permit for a Liquor Store”. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)*

SUMMARY:

On April 28, 2025, an application was submitted by Sabin Acharya (prospective tenant) for a zoning change request to allow liquor sales on the parcel addressed as 1679 SW Wilshire. Staff confirmed with GBT Realty group (owner) that they are in support of this request.

Development Overview:

This site is part of a commercial shopping center strip that was developed as part of the Sprout’s Framers Market development. The location is zoned GR, General Retail and requires a Specific Use Permit to allow liquor sales at this site. If approved, liquor sales would only apply to the tenant of Suite 108/104, to be addressed as 1685 SW Wilshire and as shown on the ordinance exhibit(s).

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

Supplemental Regulation	Applicant Response
Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.	**BUILDING IS NOT LOCATED IN THESE AREAS**
Minimum building size shall be 5,000 sq. ft.	**ACKNOWLEDGED - BUILDING IS APPROXIMATELY 3,000 SQUARE FEET**

No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.	**BUILDING IS NOT LOCATED NEAR ANOTHER LIQUOR STORE**
A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.	**The proposed layout does not include walk-up or drive-through, or drive-up windows. Customer entry will be through a standard front entrance.**
The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.	**The liquor store will have an independent entrance, physically partitioned from any other retail space or tenant.**
All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.	**All exterior windows will be fitted with either polycarbonate panels or protective shatterproof film on both upon installation.**
Shall provide additional landscaping between front facade and the parkway.	**NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT**
Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage	**NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT**

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

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

Staff supports the specific use permit request for liquor sales as the use type generally conforms to the uses of the GR, General Retail zoning district.

RECOMMENDATION:

Approve an ordinance for a SUP for a liquor store; with the condition that liquor store sales only apply to Suite 108/104, to be addressed as 1685 SW Wilshire (Case 25-128).

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

List date and description of any prior action related to the subject

REFERENCE:

City of Burleson, TX ZONING DISTRICTS

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 6.00 ACRES OF LAND SITUATED IN THE JOSHUA MINNETTE SURVEY, KNOWN AS LOT 6, BLOCK A, WILSHIRE ADDITION, AS RECORDED IN VOLUME 11, PAGE 556, DRAWER J , PLAT RECORDS JOHNSON COUNTY, TEXAS (P.R.J.C.T); FROM PLANNED GENERAL RETAIL (GR) TO "GR" GENERAL RETAIL WITH A SPECIFIC USE PERMIT FOR LIQUOR STORE SALES AT THE LOCATION ADDRESSED AS 1685 SW WILSHIRE BLVD, SUITE 108/104; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, an application for a zoning change was filed by **Sabin Acharya** on behalf of GBT Realty Group on **April 28, 2025**, under **Case Number 25-128**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **7** to **0** to recommend XX to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **General Retail (GR)** to **General Retail (GR) with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 1685 SW Wilshire BLVD, Suite 108/104**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as

recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **General Retail (GR)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

Section 1
MAP AND ZONING AMENDMENT

The Official Zoning Map is hereby amended insofar as it relates to certain land described as LOT 6, BLOCK A, WILSHIRE ADDITION, AS RECORDED IN VOLUME 11, PAGE 556, DRAWER J , PLAT RECORDS JOHNSON COUNTY, TEXAS (P.R.J.C.T), included on Exhibit A, from GR, General Retail to GR, General Retail with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 1685 SW Wilshire BLVS, Suite 108/104, which are incorporated herein as Exhibit B, being attached hereto and incorporated herein by reference for all purposes.

Section 2.

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

Section 3.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the _____day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

E. Allen Taylor, Jr., City Attorney

Exhibit A
Property Description

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE JOSHUA MINNETTE SURVEY, ABSTRACT NO. 548, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO WILSHIRE 174 JV, BY DEED RECORDED IN VOLUME 2433, PAGE 135, DEED RECORDS, JOHNSON COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH CAP STAMPED "RPLS 5544" IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COMMONS DRIVE (60' R-O-W) AT THE MOST EASTERLY CORNER OF LOT 5, BLOCK A, WILSHIRE WEST ADDITION, ACCORDING TO THAT PLAT RECORDED IN VOLUME 10, PAGE 775, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET, WHOSE LONG CHORD BEARS S 48°46'16" E, 52.77 FEET;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE WITH SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 13°10'29", AN ARC LENGTH OF 52.89 FEET TO A 1/2" IRON ROD FOUND;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE S 55°21'30" E, A DISTANCE OF 309.31 FEET TO A 1/2 INCH IRON ROD FOUND AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET, WHOSE LONG CHORD BEARS S 61°41'24" E, 94.87 FEET;

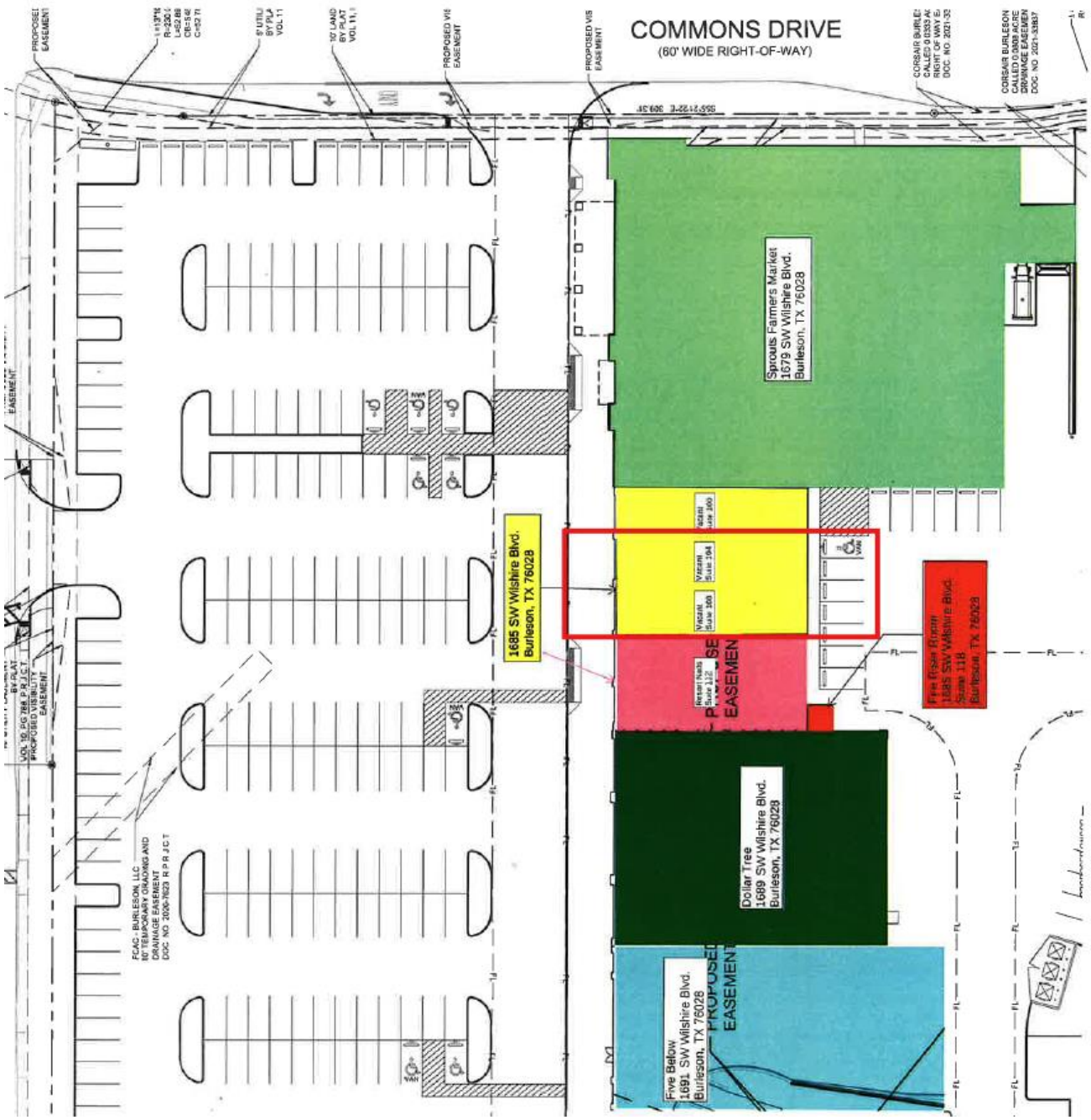
THENCE WITH SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 12°40'03", AN ARC LENGTH OF 95.07 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 34°55'46" W, A DISTANCE OF 583.81 FEET TO A 1/2 INCH IRON ROD SET WITH CAP STAMPED "RPLS 5544";

THENCE N 55°04'14" W, A DISTANCE OF 456.00 FEET TO A 5/8 INCH IRON ROD FOUND AT THE MOST EASTERLY CORNER OF LOT 3, BLOCK 1, WILSHIRE 174 ADDITION, AS RECORDED IN VOLUME 9, PAGES 399, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 34°55'46" E, A DISTANCE OF 577.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.000 ACRES OF LAND, MORE OR LESS.

Specific Use Permit only applies to suite 104/108 (shown below)



Suite 104/108 shown highlighted in yellow within the red box

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain, Director**

MEETING: **July 21, 2025**

SUBJECT:

The Phobia Project at 138 N. Wilson Street, Ste. A (Case 25-145): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “C” Commercial, to "C" Commercial with a Specific Use Permit for indoor commercial amusement as an escape room. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)*

SUMMARY:

On May 12, 2025, an application was submitted by Robyn Reyna, on behalf of Deak Properties LLC, requesting a SUP, Specific Use Permit, allowing for the use of “indoor commercial amusement”, in the C, Commercial Zoning District for The Phobia Project located at 138 N Wilson Street, for suite A. The Phobia Project is an immersive escape room that provides its participants five themed options to test their team skills on completing tasks within a certain time frame. The applicant is not proposing to provide food or alcohol as part of the normal business operations. They are proposing an outdoor patio area on the north end of the building.

The subject property is zoned C, Commercial and is located within the Old Town Overlay. Per the zoning ordinance, the use of “Indoor commercial amusement” is allowed within the C, Commercial Zoning District if approved by SUP.

This site is designated in the Comprehensive Plan as Old Town.

The Old Town area is Burleson’s historic and cultural center. Development in this area should further the vision for a social and entertainment destination for the region. Typical uses include restaurants, offices, retail, personal services, community and educational services, and mixed-use residential development.

The applicant’s narrative and illustrations have been attached as Exhibit 4.

RECOMMENDATION:

Approve an ordinance for a SUP for indoor commercial amusement, to be addressed as 138 N. Wilson Street, STE A (Case 25-145).

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

June 24, 2025 – The Planning and Zoning Commission recommended approval by a vote of 7-0, for a SUP for indoor commercial amusement, escape room (Case25-145).

Jan 7, 2019 – City Council approval by a vote of 6-0, a SUP for indoor commercial amusement, axe throwing (Case 18-137).

Dec 11, 2018 – The Planning and Zoning Commission recommended approval by a vote of 6-0, a SUP for indoor commercial amusement, axe throwing (Case 18-137).

REFERENCE:

https://ecode360.com/39939092#39939078

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

THE CITY OF BURLESON TEXAS

SUP Case 25-145

PRESENTED TO THE CITY COUNCIL – 7.21.25

TONY MCILWAIN, DEVELOPMENT SERVICES DIRECTOR

SUP - 138 N Wilson Street Ste A

Location:

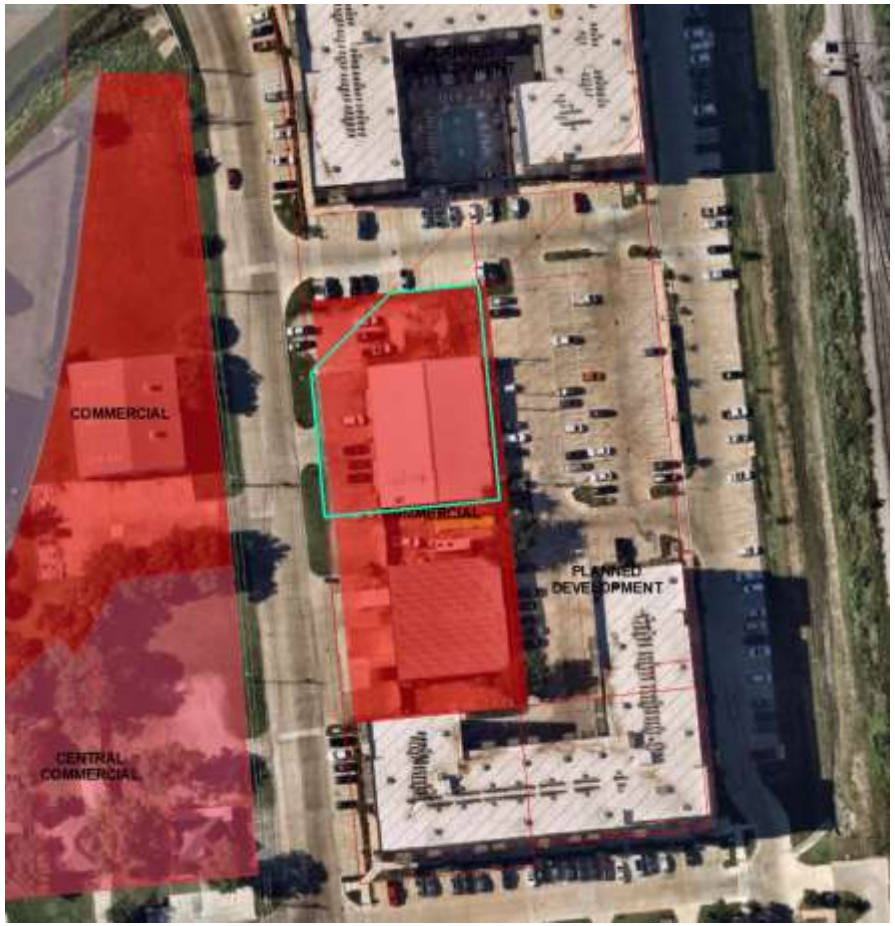
- 138 N Wilson Street Suite A

Applicant:

- Robyn Reyna (Applicant)
- Deak Properties LLC (Owners)

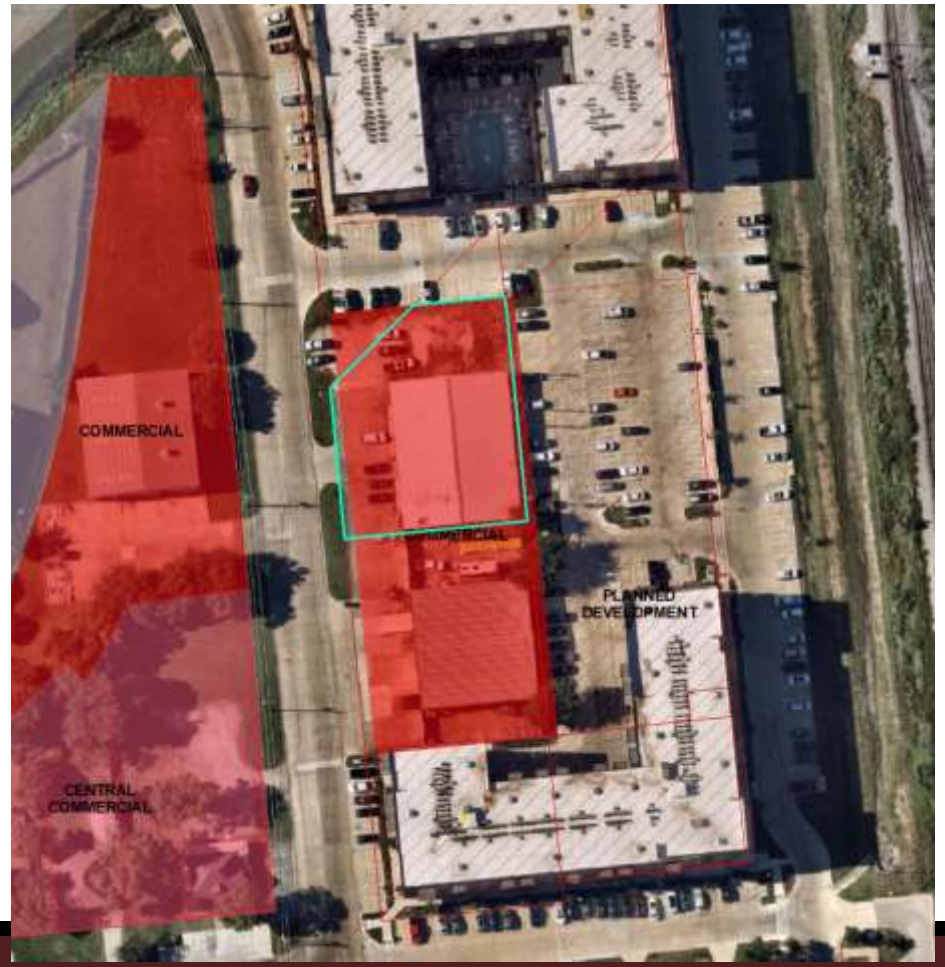
Item for approval:

Zoning change from “C” Commercial to “C” Commercial with a Specific Use Permit for commercial indoor amusement for an escape room (Case 25-145)



Zoning

C, Commercial

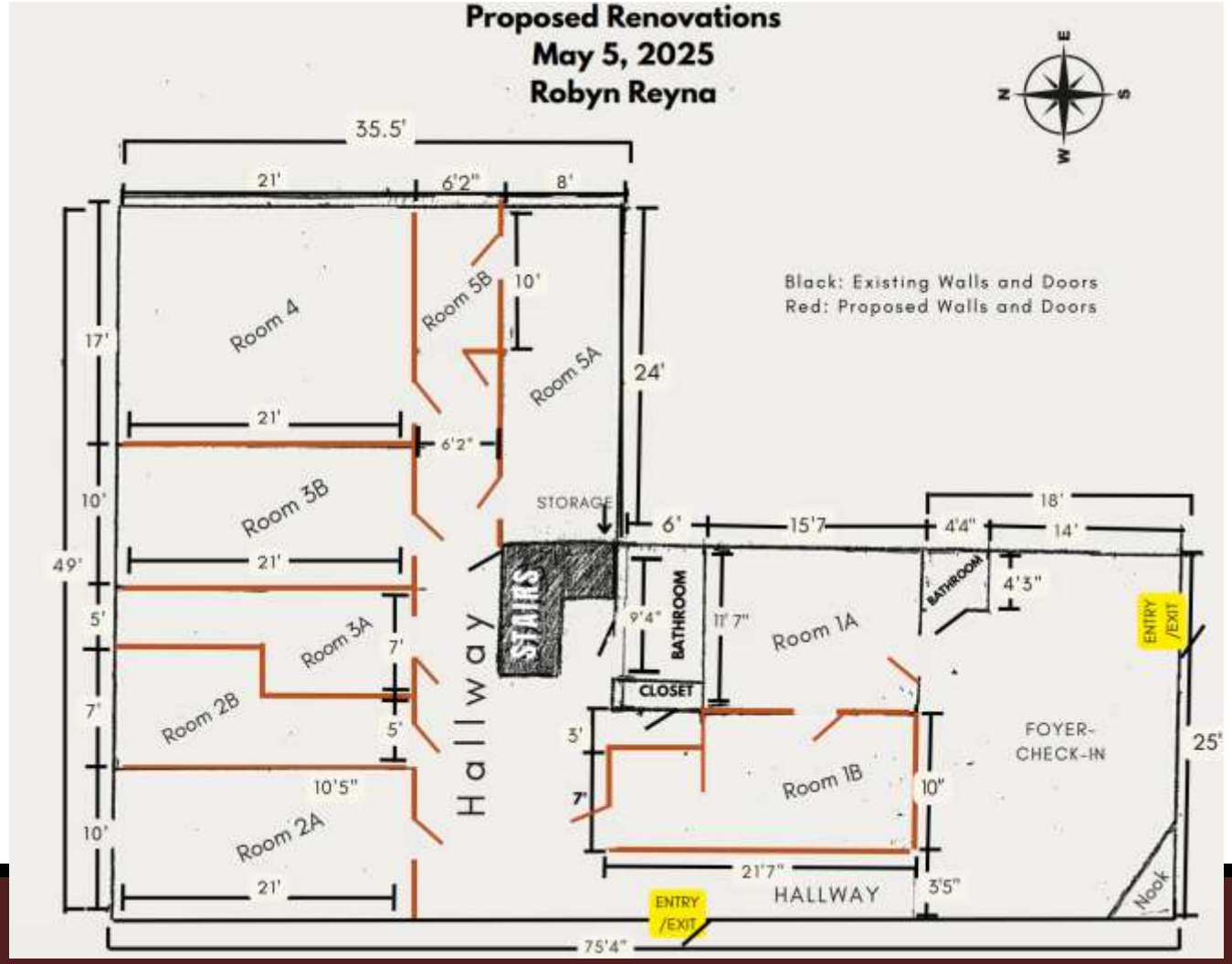


Comprehensive Plan

Old Town

SUP - 138 N Wilson Street Ste A

SUP - 138 N Wilson Street Ste A Proposed Interior Renovations



SUP - 138 N Wilson Street Ste A Proposed Exterior Renovations

Proposed Outdoor Patio Sketch and Description

Position:
- North Side of building along exterior wall
- Beginning after first bay door and extending to back of building

Dimensions:
- Length: 50 feet
- Width: 15 feet
- Wall Height: Approximately 6 feet (constructed from hog panels)
- Ceiling Height: 10 feet high, providing adequate clearance and openness

Flooring:
- Base layer of compacted gravel on smoothed dirt
- Weed barrier or landscape fabric layer
- Top layer of durable, outdoor-grade artificial turf

Walls:
- Hog panel construction around the entire perimeter (8 feet high)
- Panels supported by wooden posts spaced approximately every 8-10 feet
- Decorated with a combination of real and artificial plants:
  - Hanging plants along the top and middle sections
  - Large planters with lush foliage positioned at intervals along the interior base, enveloping the perimeter and creating a vibrant garden-like environment

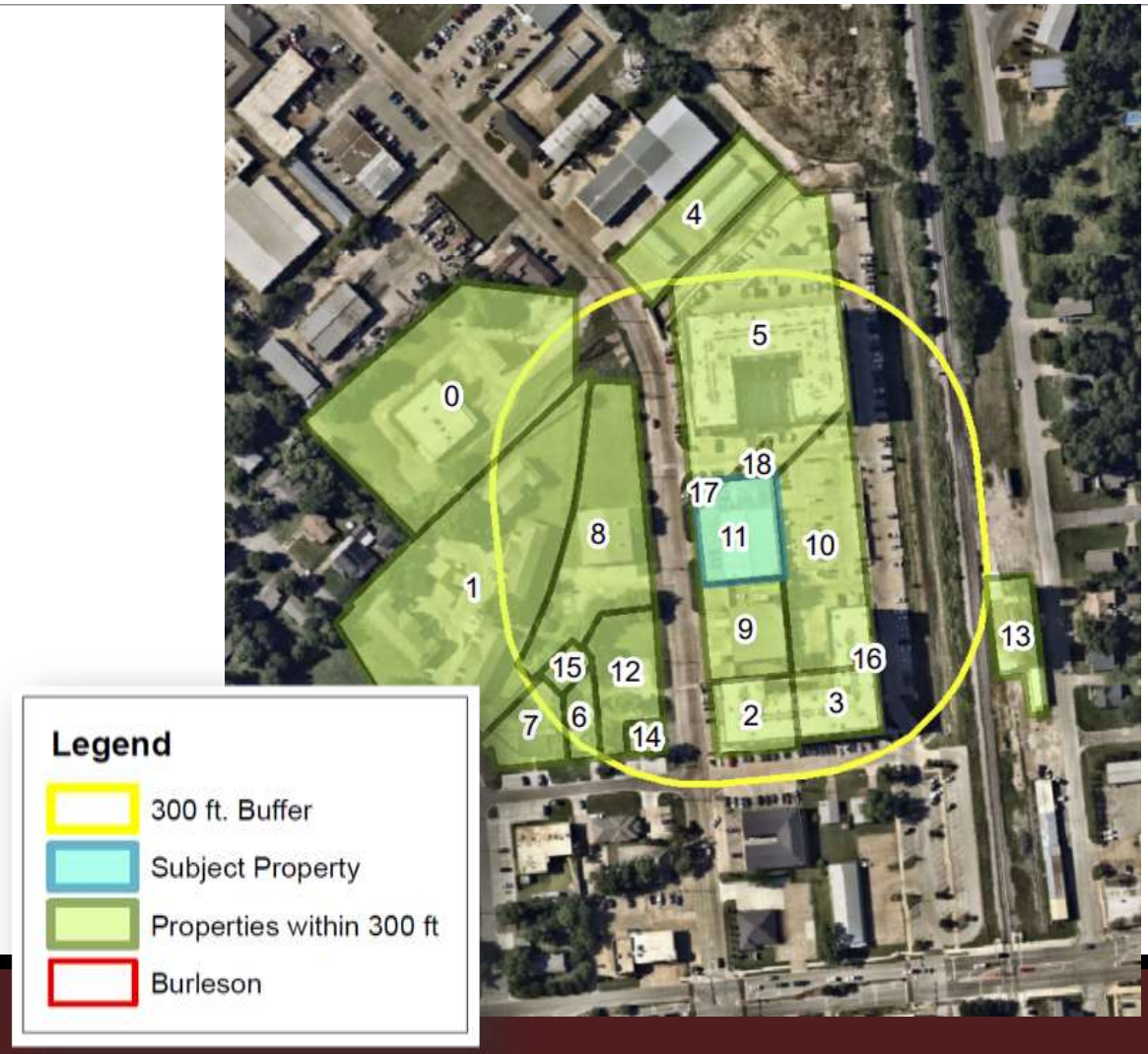
Cover:
- Durable waterproof patio covering or metal roofing at 10 feet above ground level, providing shade and effective protection from rain and weather elements
- Structure supported by sturdy posts or beams at regular intervals along patio edges or center

Access:
- Clearly defined entry and exit points included within hog panel perimeter for accessibility and safety compliance

SUP - 138 N Wilson Street Ste A

Public Hearing Notice:

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in the newspaper.
- Sign Posted on the property.
- At this time staff has received no formal opposition



P&Z Summary

Vote

Recommended approval unanimously (7-0)

Discussion

None

Speakers

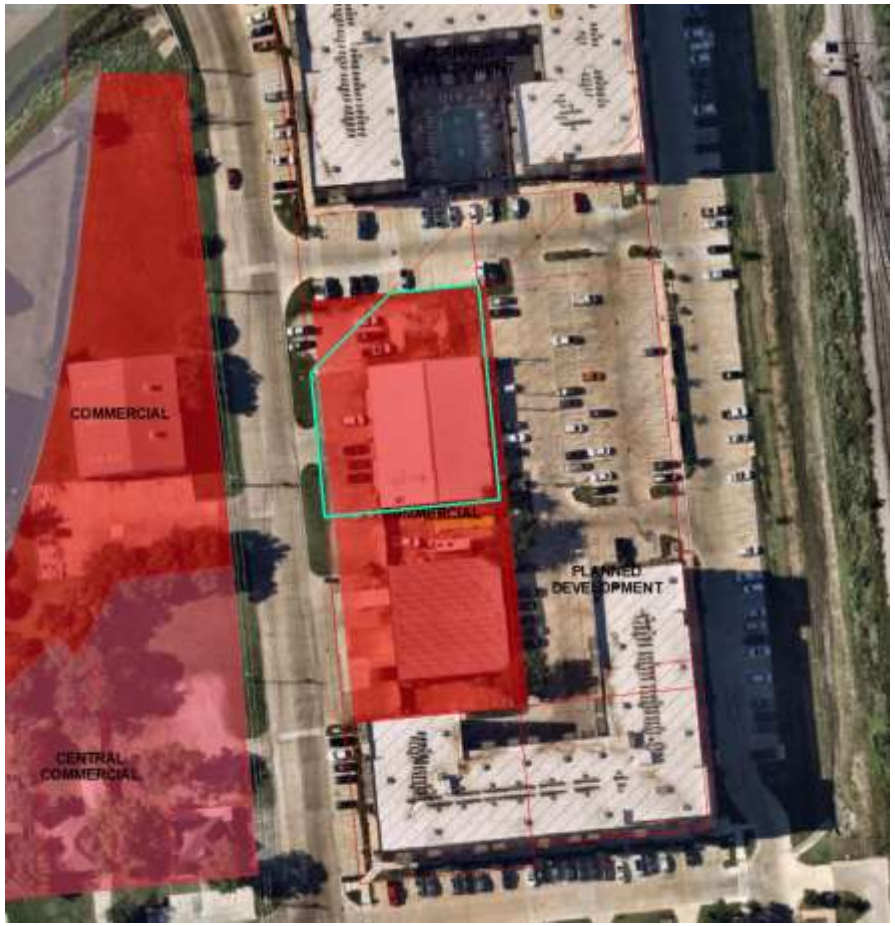
None

SUP - 138 N Wilson Street Ste A

Staff Recommendation:

- Staff recommends approval of an ordinance for the zoning change request to “C, Commercial with a Specific Use Permit for commercial indoor amusement for an escape room (Case 25-145)

- Commercial Indoor Amusement use conforms with the Comprehensive Plan



Approve

Deny

Questions / Comments

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817.426.9684

Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 0.442 ACRES OF LAND SITUATED IN THE J.W. HENDERSON SURVEY, ABSTRACT NO 376, JOHNSON COUNTY, TEXAS, KNOWN AS LOT 12, BLK 9 BURLESON ADDITION, AS RECORDED IN VOLUME 59, PAGE 638, DEED RECORDS, JOHNSON COUNTY TEXAS; FROM "C" COMMERCIAL TO "C" COMMERCIAL WITH A SPECIFIC USE PERMIT FOR INDOOR COMMERCIAL AMUSEMENT AT THE LOCATION ADDRESSED AS 138 N WILSON STREET, SUITE A; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, an application for a zoning change was filed by **Robyn Reyna** on behalf of Deak Properties LLC on **May 12, 2025**, under **Case Number 25-145**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **7** to **0** to recommend XX to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Commercial (C)** to **Commercial (C) with a Specific Use Permit (SUP) for indoor commercial amusement as an escape room at the unit addressed as 138 W Wilson Street, Suite A**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as

recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Commercial (C)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

Section 1
MAP AND ZONING AMENDMENT

The Official Zoning Map is hereby amended insofar as it relates to certain land described as LOT 12, BLOCK 9, ORIGINAL TOWN OF BURLESON ADDITION, AS RECORDED IN VOLUME 59, PAGE 638, DED RECORDS JOHNSON COUNTY, TEXAS, included on Exhibit A, from C, Commercial to C, Commercial with a Specific Use Permit (SUP) for indoor commercial amusement at the unit addressed as 138 N Wilson, Suite A.

Section 2.

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

Section 3.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the _____day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

E. Allen Taylor, Jr., City Attorney

Exhibit A
Property Description

A TRACT OF LAND SITUATED IN THE J.W. HENDERSON SURVEY, ABSTRACT NO. 376, JOHNSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, BLOCK 9, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN VOLUME 59, PAGE 638, DEED RECORDS, JOHNSON COUNTY, TEXAS, ALSO BEING A PORTION OF A 0.42 ACRE TRACT OF LAND CONVEYED TO SHAMBLIN PROPERTIES LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-21791, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF AN ABANDONED 20' ALLEY BY CITY OF BURLESON ORDINANCE C-247 RECORDED IN VOLUME 828, PAGE 329, D.R.J.C.T. AND TOGETHER WITH A 1591 SQUARE FEET TRACT OF LAND CONVEYED TO SHAMBLIN PROPERTIES LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-____, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X"-CUT FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WILSON STREET (80' R-O-W) ALSO BEING THE WESTERLY LINE OF SAID LOT 12, BLOCK 9, AT THE SOUTHWESTERLY CORNER OF SAID 0.42 ACRE TRACT;

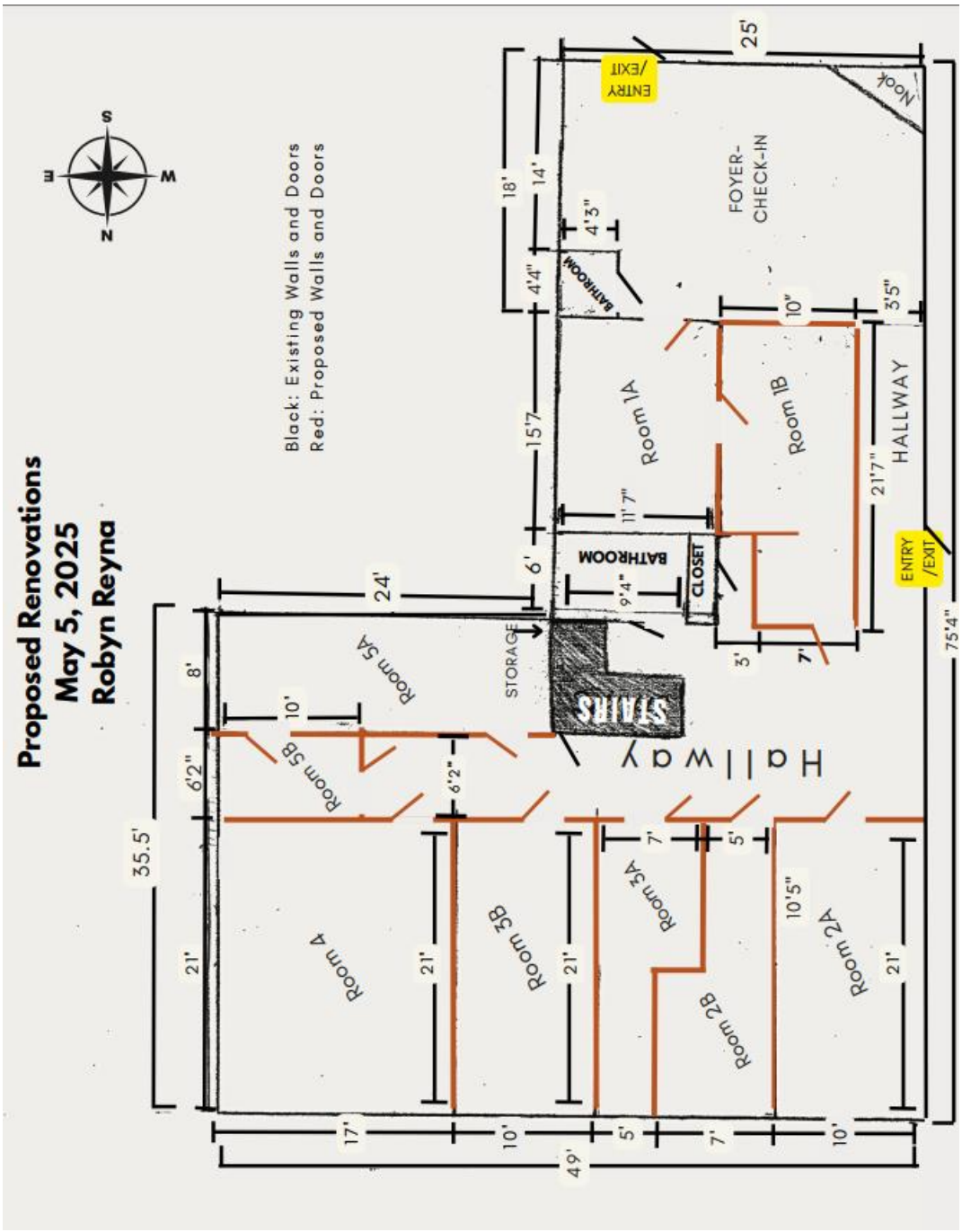
THENCE N 05°44'22" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SAID WESTERLY LINE, THE WESTERLY LINE OF SAID 0.42 ACRE TRACT AND ALONG THE WESTERLY LINE OF SAID 1591 SQUARE FEET TRACT, A DISTANCE OF 153.80 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544";

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE N 84°15'38" E ALONG THE NORTHERLY LINE OF SAID 1591 SQUARE FEET TRACT, A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE EASTERLY LINE OF SAID 0.42 ACRE TRACT AND ALSO IN THE APPROXIMATE CENTERLINE OF SAID ABANDONED 20' ALLEY;

THENCE S 05°44'22" E ALONG SAID EASTERLY LINE AND ALONG APPROXIMATE CENTERLINE OF SAID 20' ALLEY, A DISTANCE OF 153.80 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEASTERLY CORNER OF SAID 0.42 ACRE TRACT;

THENCE LEAVING THE APPROXIMATE CENTERLINE OF SAID 20' ALLEY S 84°15'38" W ALONG THE SOUTHERLY LINE OF SAID 0.42 ACRE TRACT, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.441 ACRES OF LAND, MORE OR LESS.

Specific Use Permit only applies to suite A (shown below)



Suite A shown in this drawing

Proposed Plans for SUP Application – The Phobia Project, LLC
Business Type: Indoor Amusement (Escape Room)
Location: 138 N. Wilson Street, Suite A, Burleson, TX

Proposed Use:
• Operation of an immersive escape room business with up to 5 themed rooms
• Private groups only, with staggered reservations to reduce traffic flow
• All escape room activity occurs indoors; no food or alcohol will be hosted by the business

---

Interior Layout:
• The space will be divided into multiple individual rooms, arranged to support 5 themed escape room challenges
• Four of the five escape room challenges will consist of 2 to 3 interconnected rooms, allowing for progressive gameplay and immersive storytelling
• A central hallway will provide access between rooms and ensure ADA accessibility
• A foyer and check-in area will serve as the main customer entry point (already in place)
• A small staff/storage area and existing bathrooms will remain in use upstairs

---

Proposed Changes:
• Construction of new non-loadbearing interior walls to create enclosed rooms
• Installation of drop ceilings at 10 feet to improve sound isolation and room immersion
• Cosmetic interior upgrades, including paint, trim, and acoustic treatments
• Reinstallation of a single illuminated storefront sign using the existing electrical connection (sign permit to be filed separately)
• A covered, semi-permanent turf patio will be added along the north side of the building, not to exceed 60’ L x 20’ W (pending property owner approval and subject to coordination with future site improvements)
• The patio will include lattice or hog panels along the perimeter, weather-resistant curtains, and decorative foliage such as hanging plants and tall potted plants
• The entire patio structure will be removed upon termination of lease

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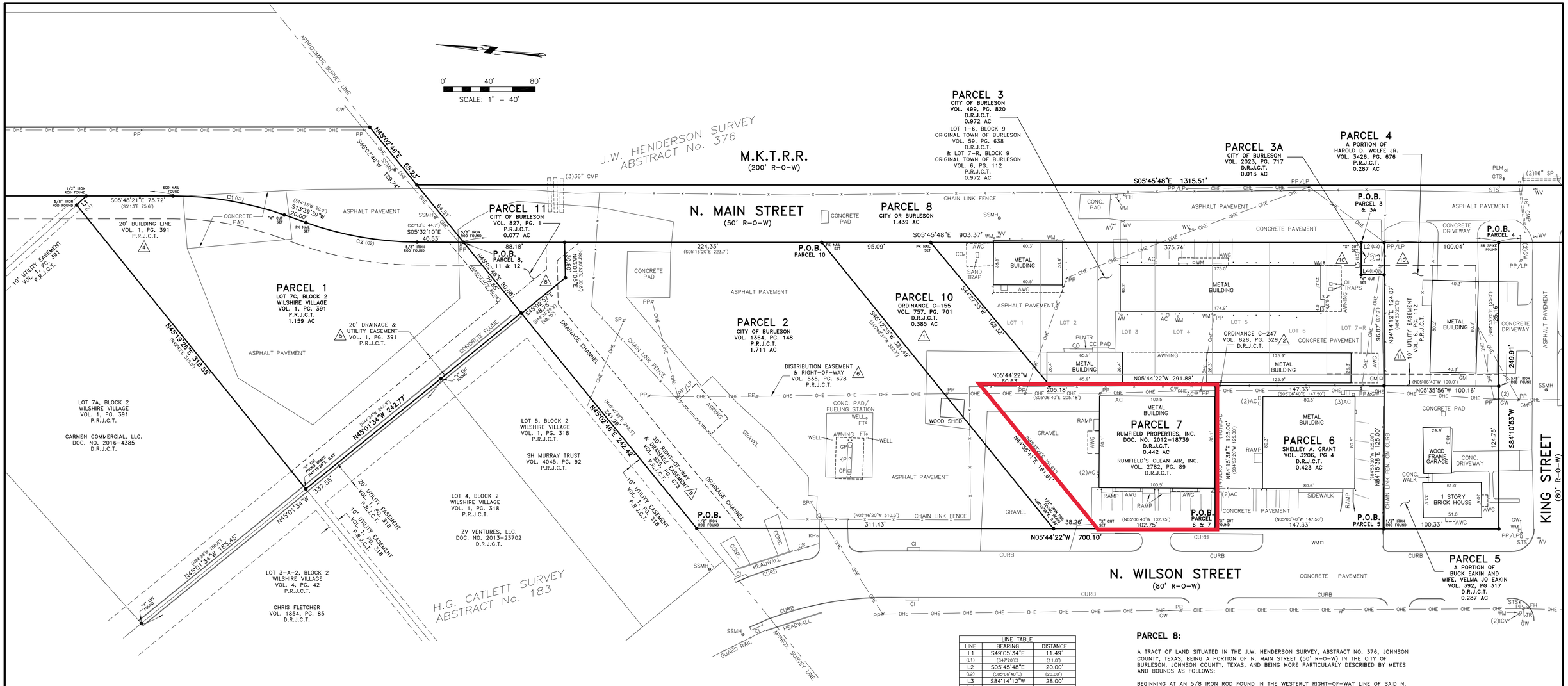
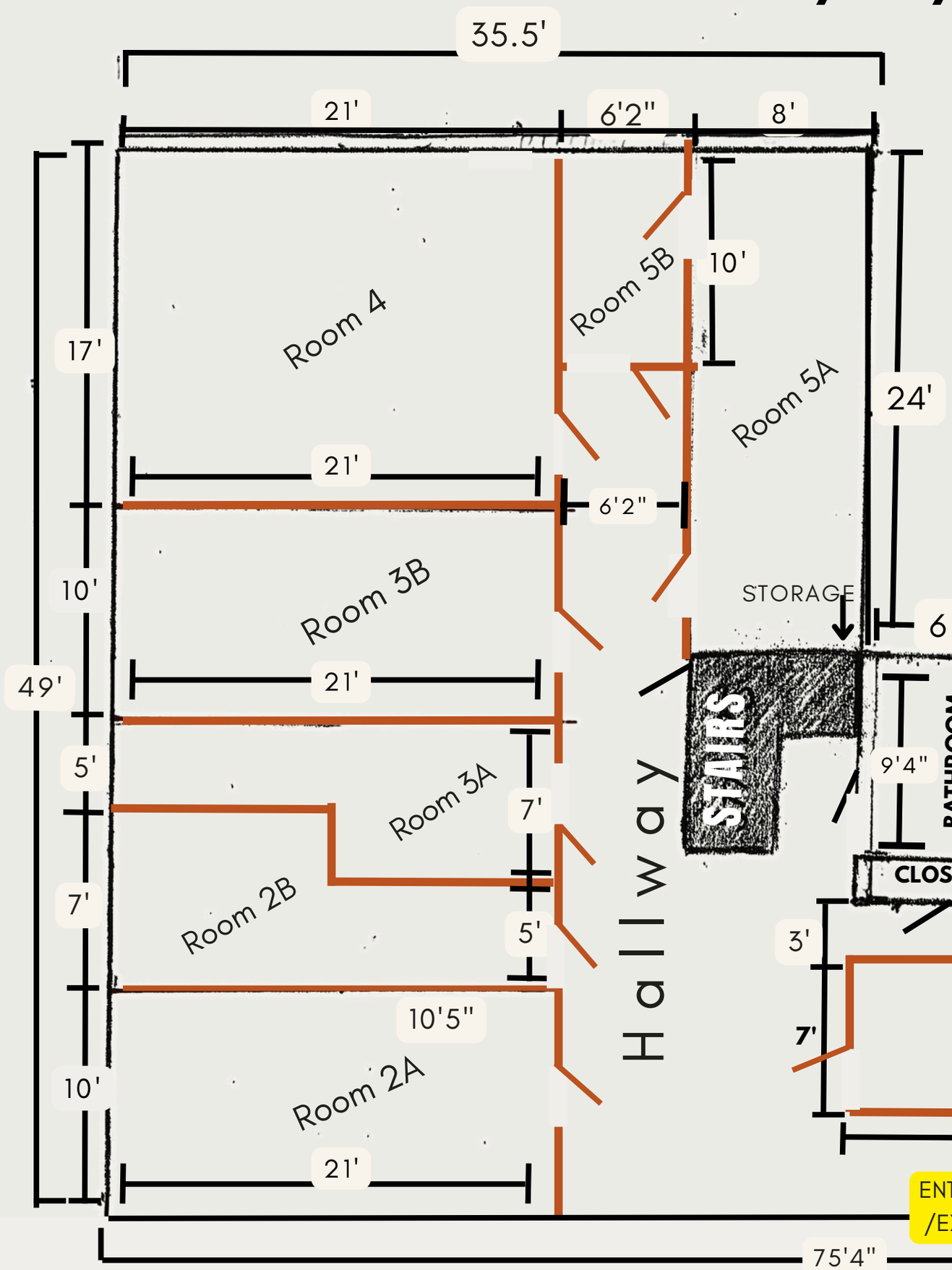
Site Plan Considerations:
• No structural changes to the building exterior at this time
• Existing parking layout and ADA access to remain unchanged
• Proposed patio location will not interfere with future parking lot expansion (final placement pending owner approval)

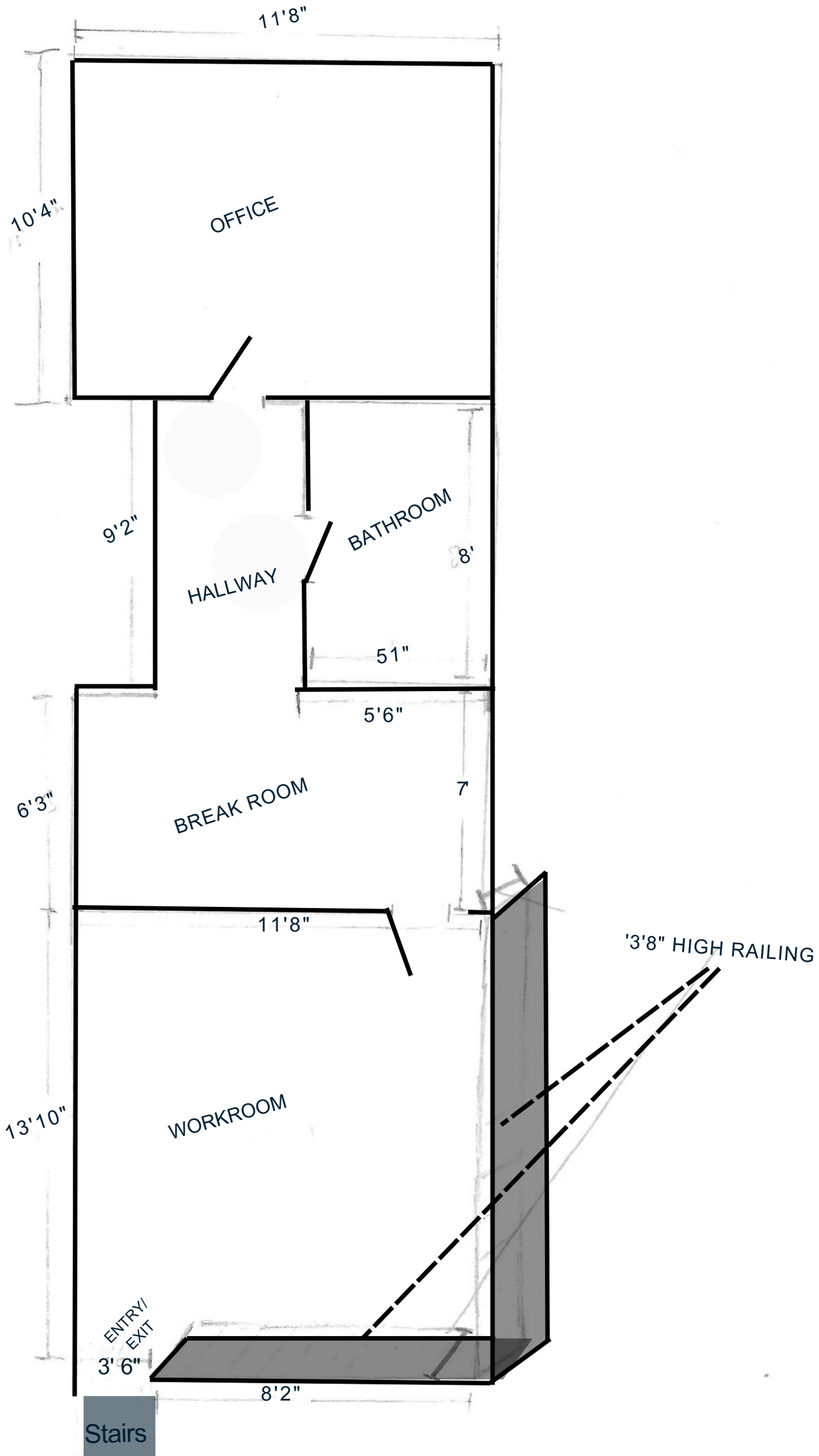

SCALE: 1" = 40'
0' 40' 80'
APPROXIMATE SURVEY LINE
J.W. HENDERSON SURVEY ABSTRACT No. 376
H.G. CATLETT SURVEY ABSTRACT No. 183
M.K.T.R.R. (200' R-O-W)
N. MAIN STREET (50' R-O-W)
KING STREET (60' R-O-W)
N. WILSON STREET (80' R-O-W)
PARCEL 1 LOT 7C, BLOCK 2 WILSHIRE VILLAGE VOL. 1, PG. 391 P.R.J.C.T. 1.159 AC
PARCEL 2 CITY OF BURLESON VOL. 1364, PG. 148 P.R.J.C.T. 1.711 AC
PARCEL 3 CITY OF BURLESON VOL. 499, PG. 820 D.R.J.C.T. 0.972 AC LOT 1-6, BLOCK 9 ORIGINAL TOWN OF BURLESON VOL. 59, PG. 638 D.R.J.C.T. & LOT 7-R, BLOCK 9 ORIGINAL TOWN OF BURLESON VOL. 6, PG. 112 P.R.J.C.T. 0.972 AC
PARCEL 3A CITY OF BURLESON VOL. 2025, PG. 717 D.R.J.C.T. 0.013 AC
PARCEL 4 A PORTION OF HAROLD D. WOLFE JR. VOL. 3426, PG. 676 P.R.J.C.T. 0.287 AC
PARCEL 5 A PORTION OF BUCK EAKIN AND WIFE, VELMA JO EAKIN VOL. 392, PG 317 D.R.J.C.T. 0.287 AC
PARCEL 6 SHELLEY A. GRANT VOL. 3206, PG 4 D.R.J.C.T. 0.423 AC
PARCEL 7 RUMFIELD PROPERTIES, INC. DOC. NO. 2012-18739 D.R.J.C.T. 0.442 AC RUMFIELD'S CLEAN AIR, INC. VOL. 2782, PG. 89 D.R.J.C.T.
PARCEL 8 CITY OR BURLESON 1.439 AC
PARCEL 10 ORDINANCE C-155 VOL. 757, PG. 701 D.R.J.C.T. 0.385 AC
PARCEL 11 CITY OF BURLESON VOL. 827, PG. 1 P.R.J.C.T. 0.077 AC
ORDINANCE C-247 VOL. 828, PG. 329 D.R.J.C.T.
P.O.B. PARCEL 1
P.O.B. PARCEL 8, 11 & 12
P.O.B. PARCEL 10
P.O.B. PARCEL 3 & 3A
P.O.B. PARCEL 4
P.O.B. PARCEL 5
P.O.B. PARCEL 6 & 7
N45°02'46"E 85.23'
S45°02'46"W 129.74'
S05°45'48"E 1315.51'
S05°48'21"E 75.72'
S13°39'39"W 20.00'
S05°32'10"E 40.53'
N45°02'46"E 88.08'
N45°19'26"E 318.55'
N45°01'34"W 242.77'
N45°01'34"W 337.56'
N45°01'34"W 185.45'
S45°02'46"W 48.57'
N45°02'46"E 242.42'
S45°12'35"W 321.49'
S44°47'33"W 102.33'
N05°44'22"W 60.63'
N05°44'22"W 291.88'
N05°44'22"W 700.10'
N44°55'41"E 161.61'
S84°10'53"W 249.91'
N84°14'12"E 124.87'
S84°14'12"W 50.00'
N84°15'38"E 125.00'
S84°15'38"W 125.00'
N05°35'56"W 100.16'
S05°45'48"E 903.37'
S05°45'48"E 224.33'
S05°45'48"E 95.09'
S05°45'48"E 375.74'
S05°45'48"E 100.04'
S05°45'48"E 96.87'
S05°45'48"E 147.33'
S05°45'48"E 126.16'
S05°45'48"E 147.50'
S05°45'48"E 102.75'
S05°45'48"E 205.18'
S05°45'48"E 38.26'
S05°45'48"E 311.43'
S05°45'48"E 310.3'
S05°45'48"E 243.3'
S05°45'48"E 240.80'
S05°45'48"E 243.29'
S05°45'48"E 243.7'
S05°45'48"E 244.5'
S05°45'48"E 244.7'
S05°45'48"E 244.8'
S05°45'48"E 245.0'
S05°45'48"E 245.2'
S05°45'48"E 245.3'
S05°45'48"E 245.5'
S05°45'48"E 245.7'
S05°45'48"E 245.8'
S05°45'48"E 246.0'
S05°45'48"E 246.2'
S05°45'48"E 246.3'
S05°45'48"E 246.5'
S05°45'48"E 246.7'
S05°45'48"E 246.8'
S05°45'48"E 247.0'
S05°45'48"E 247.2'
S05°45'48"E 247.3'
S05°45'48"E

Proposed Renovations
May 5, 2025
Robyn Reyna

Black: Existing Walls and Doors
Red: Proposed Walls and Doors



UPSTAIRS - EXISTING - NO PROPOSED RENOVATIONS



Existing Layout
May 5, 2025
Robyn Reyna

35.5'

13'

Bay 4

12'

24'

12'

Bay 3

Bay 5

STORAGE

6'

15'7

4'4"

14'

49'

12'

STAIRS

9'4"

BATHROOM

11' 7"

Room 1

BATHROOM

4'3"

ENTRY /EXIT

12'

Bay 2

CLOSET

12'

FOYER

25'

HALLWAY

13'5"

12'

Bay 1

ENTRY /EXIT

NOOK

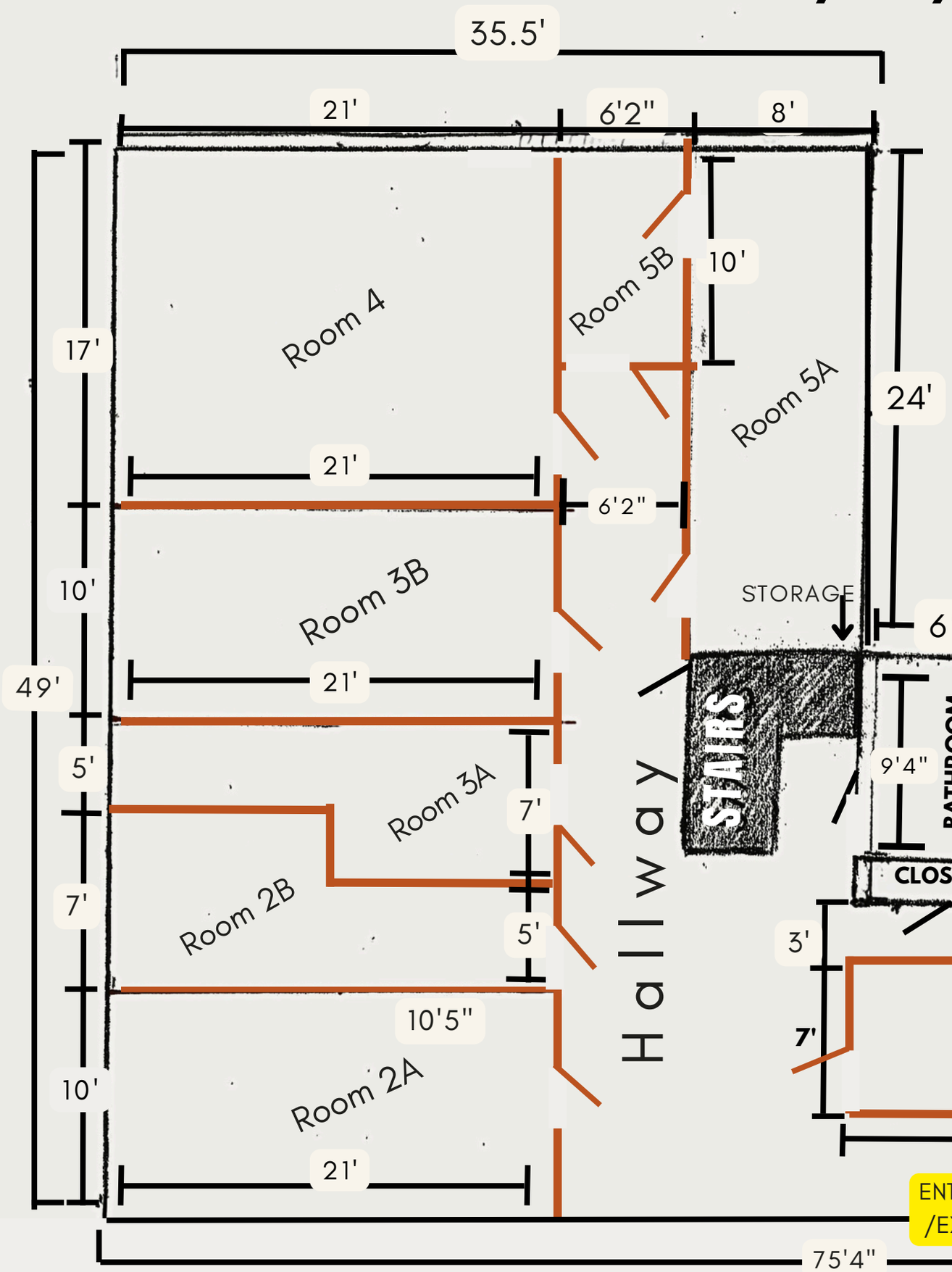
361

75'4"

..... Seperation partition constructed of wood studs

21'
6'2"
10'
Room 3B
49'
21'
STORAGE
6'
15'7
STAIRS
9'4"
BATHROOM
11' 7"
Room 1A
12'
Room 3A
Room 2B
CLOSET
3'
Hallway
Room 1B
7'
10'5"
10'5"
21'7"
HALLWAY
10'
Room 2A
21'
ENTRY
/EXIT
BAY DOOR
BAY DOOR
AC UNIT
15'
ENTRY
/EXIT
49'

Proposed Renovations
May 5, 2025
Robyn Reyna



Black: Existing Walls and Doors
Red: Proposed Walls and Doors

Proposed Outdoor Patio Sketch and Description

Position:

- North Side of building along exterior wall
- Beginning after first bay door and extending to back of building

Dimensions:

- Length: 50 feet
- Width: 15 feet
- Wall Height: Approximately 6 feet (constructed from hog panels)
- Ceiling Height: 10 feet high, providing adequate clearance and openness

Flooring:

- Base layer of compacted gravel on smoothed dirt
- Weed barrier or landscape fabric layer
- Top layer of durable, outdoor-grade artificial turf

Walls:

- Hog panel construction around the entire perimeter (8 feet high)
- Panels supported by wooden posts spaced approximately every 8-10 feet
- Decorated with a combination of real and artificial plants:
  - Hanging plants along the top and middle sections
  - Large planters with lush foliage positioned at intervals along the interior base, enveloping the perimeter and creating a vibrant garden-like environment

Cover:

- Durable waterproof patio covering or metal roofing at 10 feet above ground level, providing shade and effective protection from rain and weather elements
- Structure supported by sturdy posts or beams at regular intervals along patio edges or center

Access:

- Clearly defined entry and exit points included in hog panel perimeter for accessibility and safety compliance

AXE
THROWING

Burleson Axe Factory
Temporarily closed
133

City Council Regular Meeting

DEPARTMENT: **Development Services**

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

MEETING: **July 21, 2025**

SUBJECT:

Hold a public hearing and consider an ordinance renaming a portion of CR 1016, between CR 1016B and CR 914, to Chisholm Summit Boulevard. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director*

SUMMARY:

The developer of Chisholm Summit, *RA Development*, is developing an east-west portion of roadway that, upon completion, will realign existing portions of CR 1016. In conjunction with this effort, RA Development is requesting Council's consideration is renaming a portion of CR 1016, between CR 1016B and CR 914, to Chisholm Summit Boulevard.

The City's naming policy (Resolution R-1162-09) reserves the right for the City "*to initiate renaming of a street if the City determines a name change is appropriate to eliminate driver confusion, enhance economic development, to improve emergency response, or other circumstances which, in the decision of the City Council, necessitate the street be renamed*."

Staff is of the determination that the street name change request satisfies the above referenced criteria. As a result of these actions, staff is recommending a street name change renaming the facility to Chisholm Summit Boulevard.

If approved, the street rename will affect five (5) abutting property owners. Staff has provided notice to these affected property owners as well as a public notice in the newspaper.

RECOMMENDATION:

Staff recommends City Council approve an ordinance:
1): renaming CR 1016 to Chisholm Summit Boulevard, between CR 1016B to CR 914; and
2): amend the official map of the City of Burleson

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

July 2, 2025: Staff mailed notice of the public hearing to the following affected property owners.

July 11, 2025: Public notice of the meeting was advertised in the Fort Worth Star telegram.

REFERENCE:

Resolution R-1162-09

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a
Account Number(s): n/a
Fund: n/a
Account Description: n/a

STAFF CONTACT:

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

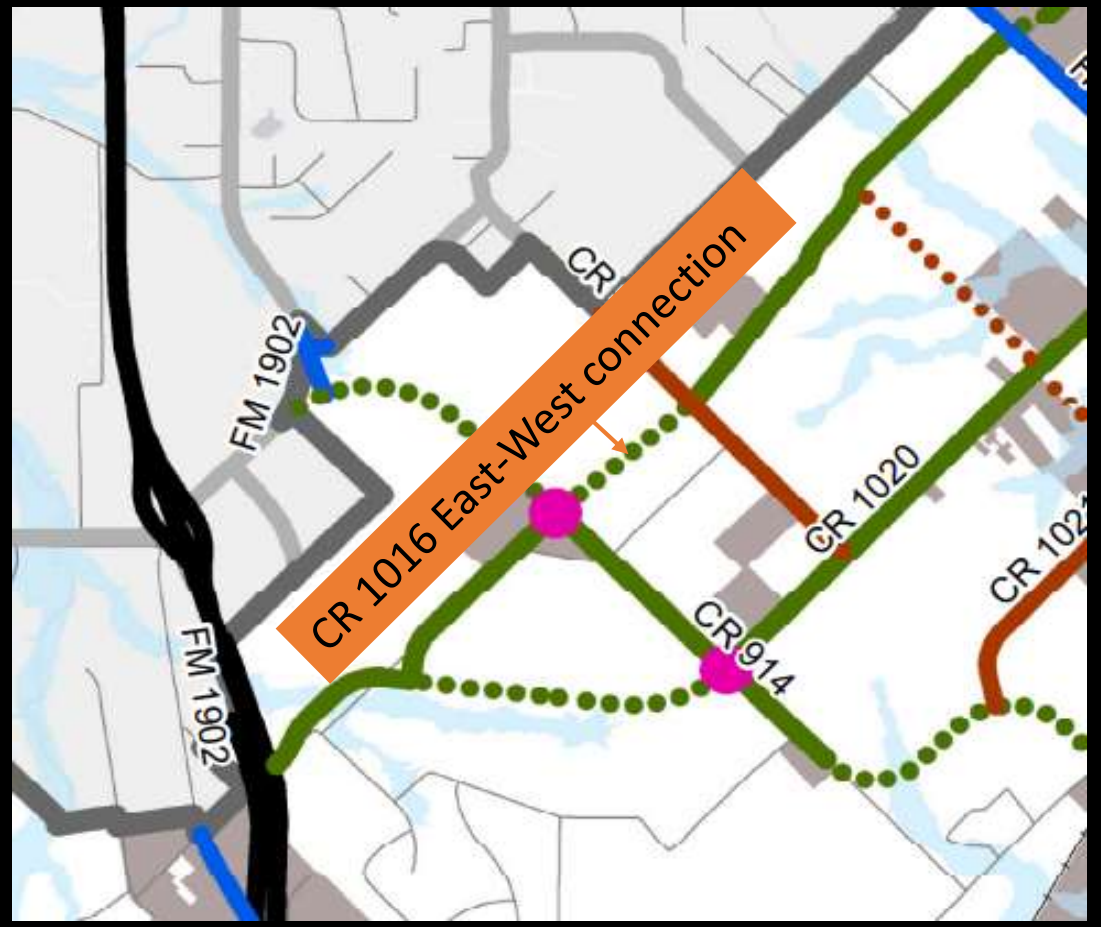
STREET NAME CHANGE

Chisholm Summit Blvd

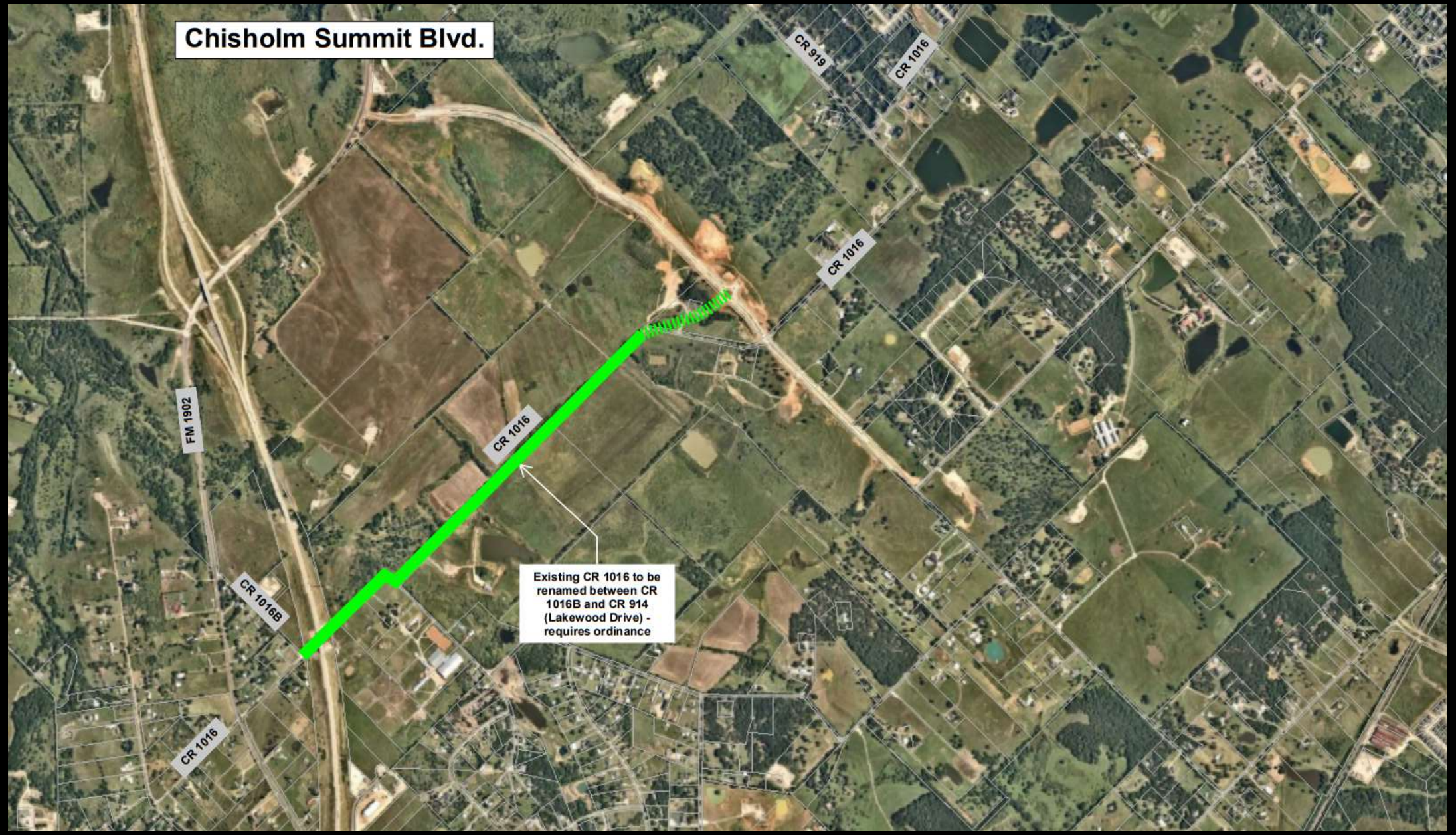
Street Name Change – Chisholm Summit Blvd.

- The developer of Chisholm Summit, RA Development, is developing an east-west portion of roadway that, upon completion, will realign existing portions of CR 1016.
- In conjunction with this effort, RA Development is requesting Council's consideration is renaming a portion of CR 1016, between CR 1016B and CR 914, to Chisholm Summit Boulevard.

Burleson 2023 Thoroughfare Plan-CR 1016 East-West connection

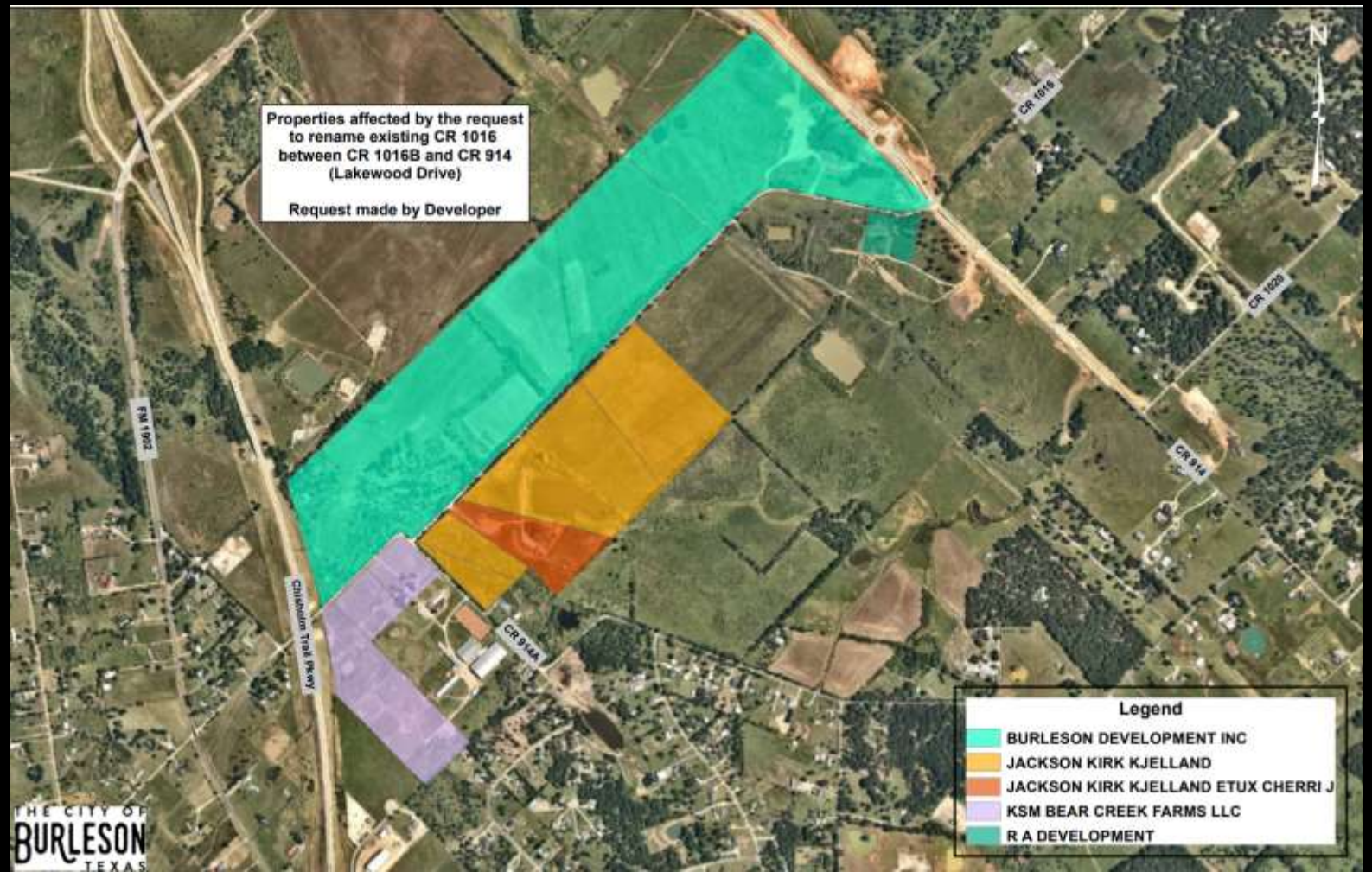


Street Name Change – Chisholm Summit Blvd (Aerial View)



Street Name Change- Chisholm Summit Blvd (Affected Property Owners)

- If approved, the street name change will affect the addresses of five (5) abutting property owners.
- Staff provided notice of the public hearing to the property owners and in the Star-Telegram.



Street Rename - Lakewood Drive

- The City's naming policy (Resolution R-1162-09) reserves the right for the City "to initiate renaming of a street if the City determines a name change is appropriate to eliminate driver confusion, enhance economic development, to improve emergency response, or other circumstances which, in the decision of the City Council, necessitate the street be renamed."
- Staff is of the determination that the street name change request satisfies the above referenced criteria.

Staff Recommendation

- Staff recommends City Council approve an ordinance:
- 1): renaming that portion of CR 1016, located between CR 1016B and CR 914, to Chisholm Summit Boulevard
- 2): amend the official map of the City of Burleson

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, RENAMING THAT PORTION OF CR 914, LOCATED BETWEEN CR 1020 AND CR 1016, TO LAKEWOOD DRIVE AND DESIGNATING THE EXISTING AND FUTURE ROADWAY EXTENSION FOR CR 1016 TO FM 1902 AS LAKEWOOD DRIVE; AMENDING THE OFFICAL MAP OF THE CITY OF BURLESON; PROVIDING A REPEALER CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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, RA Development has requested to change the name of the street running between CR 1016B and CR 914 from CR 1016 to "Chisholm Summit Boulevard"; and

WHEREAS, the City Council adopted Resolution R-1162-09 on October 19, 2009, which set forth a policy for naming and renaming streets as well as municipal facilities and property (the "Resolution Policy"); and

WHEREAS, the Resolution Policy states that the City may rename a street if the City determines that circumstances exist that necessitate the street be renamed; and

WHEREAS, the City Council finds that changing the name of the street running between CR 1016B and CR 914 from CR 1016 to "Chisholm Summit Boulevard" is such a circumstance; and

WHEREAS, the Resolution Policy states that prior to approving an ordinance renaming a street, the City Council shall hold a public hearing and give notice of the public hearing at least ten days in advance of the hearing in a newspaper and on the City's website; and

WHEREAS, the City Council finds that a public hearing on renaming the street running between CR 1016B and CR 914 from CR 1016 to "Chisholm Summit Boulevard" was held on July 21, 2025, and further finds that notice of said public hearing was given at least ten days in advance of the hearing in a newspaper of general circulation and on the City's website; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern a street name.

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

Section 1

The name of the street running between CR 1016B and CR 914 shall be changed from “CR 1016” to “Chisholm Summit Boulevard”. The general location of the street is described and depicted in Exhibit “B”.

Section 2

The Official Map of the City of Burleson, Texas, shall be amended to reflect the street name change. All ordinances and plats of the City of Burleson, Texas, within the city limits, are amended to reflect the street name change, but shall otherwise remain in full force and effect.

Section 3

Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 4

If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5

All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 6

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 7

This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

Exhibit B

Chisholm Summit Blvd.
FM 1902
CR 1016
CR 1016B
CR 1016
Existing CR 1016 to be renamed between CR 1016B and CR 914 (Lakewood Drive) - requires ordinance
CR 1016
CR 919
CR 1016

RESOLUTION
R-1162-09
City of Burleson Texas

POLICY FOR NAMING MUNICIPAL PROPERTY

WHEREAS, The City Council of Burleson, Texas finds that the acquisition, construction and development of municipal property is an integral part of providing municipal services to the citizens of Burleson; and

WHEREAS, from time to time, it is necessary to formally name municipal property to give said property a unique identity, to facilitate emergency response, to honor certain individuals who have made unique contributions, or to commemorate historic places, people and landmarks; and

WHEREAS, the City of Burleson does not have a policy to guide the City Council, staff, and citizens in naming or renaming municipal property.

NOW THEREFORE, BE IT RESOLVED that the City Council of Burleson, Texas hereby adopts the attached "Policy for Naming Municipal Property" to establish formal, fair and consistent guidelines and criteria for naming of municipal property in the City of Burleson.

Passed and Approved this 19th of October, 2009

Ken Shetter, Mayor

Attest:

Amanda McCrory, City Secretary

Burleson
TEXAS

POLICY FOR NAMING MUNICIPAL PROPERTY

I. PURPOSE & INTENT

The purpose of this policy is to establish formal, fair and consistent guidelines and criteria for naming of municipal property in the City of Burleson. It is the intent of the City Council to review and evaluate the naming or re-naming of municipal property in accordance with this policy.

II. GUIDELINES AND CRITERIA

A name given municipal property shall identify any one of the following:

A. Predominant natural features (Geographic, Geologic, Ecologic, Botanical/Horticultural, Scientific) of the City or a particular part of the City.
B. An adjoining street or subdivision.
C. A Historic/Heroic event, location/landmark, or person (local, state or national) substantiated through research and documentation.
D. Outstanding Individuals (excluding public officials) who make a significant contribution to the public good, whose name lends prestige and status to the public facility, whose fine moral character and demonstrated leadership have been a major contribution to the City's quality of life.
E. Public officials who have served the citizens of Burleson with distinction and have been out of public office for at least two years.
F. A Benefactor/Donor who makes a significant contribution to the citizens of Burleson via a significant donation (such as the majority of land or development costs associated with a public facility) or sells property to the city for a public facility at a price substantially below market value.
G. In addition to the above, street names may also be proper nouns. All street names must be chosen so as to be easily identifiable and understood (such that a child could remember and pronounce) for purposes of dispatching public safety personnel

No name of any municipal property may bring dishonor on the citizens of Burleson or their government.

III. PROCESS/PROCEDURES

The City Council has the sole right and responsibility to approve the names of municipal property.

A. FACILITIES and REAL PROPERTY

A facility is a building (including rooms within it) while real property refers to a park or other property used for municipal purposes (excluding streets).

The City Council will formally name each by passage of a Resolution. The Resolution will be considered during a meeting of the City Council following a public hearing. Notice of the public hearing will be published in a newspaper of general circulation and on the city's website at least ten (10) days in advance of the hearing.

1. City Initiated Naming or Renaming

In naming or renaming facilities and real property, the City Manager (or designee) will present a list of suggested names to the City Council for its consideration in accordance with the procedures below. The names suggested will comply with the criterion in Section II above. Upon consideration of the suggested names and other alternatives which may be offered by the City Council, the City Council will formally name (or rename) the facility or property.

A. Naming

In the case of newly constructed facilities, a name will be selected prior to the start of construction. In the case of existing facilities or property acquired by the City, a name will be selected prior to the facility or property being opened to the public. For existing facilities in use by the public at the time of this policy's adoption but not yet formally named, the City shall endeavor to formally name each as expeditiously as possible.

B. Renaming

In cases where a previous City Council has formally named a facility or property, the city may initiate renaming of the facility under special circumstances, acknowledging the circumstances under which the previous City Council chose to formally name the facility or property. Special circumstances include: changes in the use or function of the facility or property; factors which have rendered the current name obsolete, impractical, confusing or no longer in the public interest; or other circumstances which, in the decision of the City Council, necessitate the facility or property be renamed.

2. Citizen Initiated Naming or Renaming

To propose a facility or real property be named or renamed, a citizen or citizens of the city of Burleson (i.e. residents within the city's limits) must submit a written request to the City Manager. The written request must clearly identify the facility or real property for which the name is proposed and how the request complies with the criteria and guidelines contained within this

policy. In the case of a proposal to rename a facility or real property, the written request must also include the documented history of how and why the facility or real property was named originally and an explanation of why the current name should be replaced with the name proposed.

3. **Special Provisions for Fire Stations**
Fire Station names will reflect their sequence of construction with the first station constructed named "Fire Station Number One", the second constructed named "Fire Station Number Two" and so on. Rooms or areas within a fire station or other facilities on its property may be named in accordance with the guidelines and criteria above.

B. STREETS

1. **Residential Streets**
Names for streets constructed as part of a residential subdivision development will be proposed by the Developer during the platting process in compliance with the subdivision regulations and criterion in Section II above. The name of a new residential street will be formally granted upon the City's approval of the final plat.

2. **All other streets**
New streets constructed by the City will be named in accordance with the guidelines and criteria in Section II above upon the City's award of the construction contract.

3. **Renaming of Streets**

The City reserves the right to initiate renaming of a street if the City determines a name change is appropriate to eliminate driver confusion, enhance economic development, to improve emergency response, or other circumstances which, in the decision of the City Council, necessitate the street be renamed.

The renaming of any street will be in accordance with this policy and the subdivision regulations. The City Council will formally rename a street by passage of an ordinance.

The ordinance will be considered during a meeting of the City Council following a public hearing. At least ten (10) days in advance of the hearing, notice of the public hearing will be (1) published in a newspaper of general circulation and on the city's website, and (2) mailed to all property owners and tenants owning or occupying property abutting the street of the proposed name change will be notified by the City. This notice will contain the date, time and location for a public hearing to receive public input on the proposed name change.

Following this public hearing during a regularly scheduled meeting of the City Council, a vote will be taken on the ordinance.

IV. ADOPTION, AMENDMENTS & REVISIONS

This policy was adopted by the Burleson City Council on Oct 19, 2009. This policy may be amended or revised from time to time by the City Council by Resolution.

City Council Regular Meeting

DEPARTMENT: **Development Services**

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

MEETING: **July 21, 2025**

SUBJECT:

Hold a public hearing and consider an ordinance renaming that portion of CR 914, located between CR 1020 and CR 1016, to Lakewood Drive and designating the roadway extension from CR 1016 to FM 1902, as Lakewood Drive. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director)*

SUMMARY:

The purpose of this ordinance request is two-fold:

- Approve the renaming of CR 914, which is now owned and maintained by the City, to Lakewood Drive; and
- Approve the naming of the roadway extension (identified in the 2023 mobility plan as the Lakewood Drive extension).

On June 7, 2021, the City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement) with the developer of Chisholm Summit. Per the Chapter 380 agreement, the developer is responsible for designing and constructing the city-funded public improvements, including the extension of Lakewood Drive from just south of CR 1020 to FM 1902. Phase 1 of the Lakewood Drive extension from FM 1902 to CR 1016 is complete and includes a temporary connection to FM 1902.

The City's naming policy (Resolution R-1162-09) reserves the right for the City *"to initiate renaming of a street if the City determines a name change is appropriate to eliminate driver confusion, enhance economic development, to improve emergency response, or other circumstances which, in the decision of the City Council, necessitate the street be renamed."*

Staff is of the determination that the street name change request satisfies the above referenced criteria. As a result of these actions, staff is recommending a street name change renaming the facility to Lakewood Drive.

If approved, the street rename will affect five (5) abutting property owners. Staff has provided notice to these affected property owners as well as a public hearing notice in the newspaper.

RECOMMENDATION:

Staff recommends City Council approve an ordinance:

1): renaming that portion of CR 914, located between CR 1020 and CR 1016, to Lakewood Drive
2): designating the future roadway extension from CR 1016 to FM 1902 as Lakewood Drive
3): amend the official map of the City of Burleson.

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

July 2, 2025: Staff mailed notice of the public hearing to the following affected property owners.

July 11, 2025: Public notice of the meeting was advertised in the Fort Worth Star telegram.

REFERENCE:

Resolution R-1162-09

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a
Account Number(s): n/a
Fund: n/a
Account Description: n/a

STAFF CONTACT:

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

STREET NAME CHANGE

Lakewood Drive

Street Name Change - Lakewood Drive

- The purpose of this ordinance request is two-fold:
  - Approve the renaming of CR 914, which is now owned and maintained by the City, to Lakewood Drive; and
  - Approve the naming of the roadway extension (identified in the 2023 mobility plan as the Lakewood Drive extension).*

**Note: Municipal street naming of "greenfield" roadway projects such as the Lakewood Drive extension requires approval of an ordinance.*

Street Name Change - Lakewood Drive (Background)

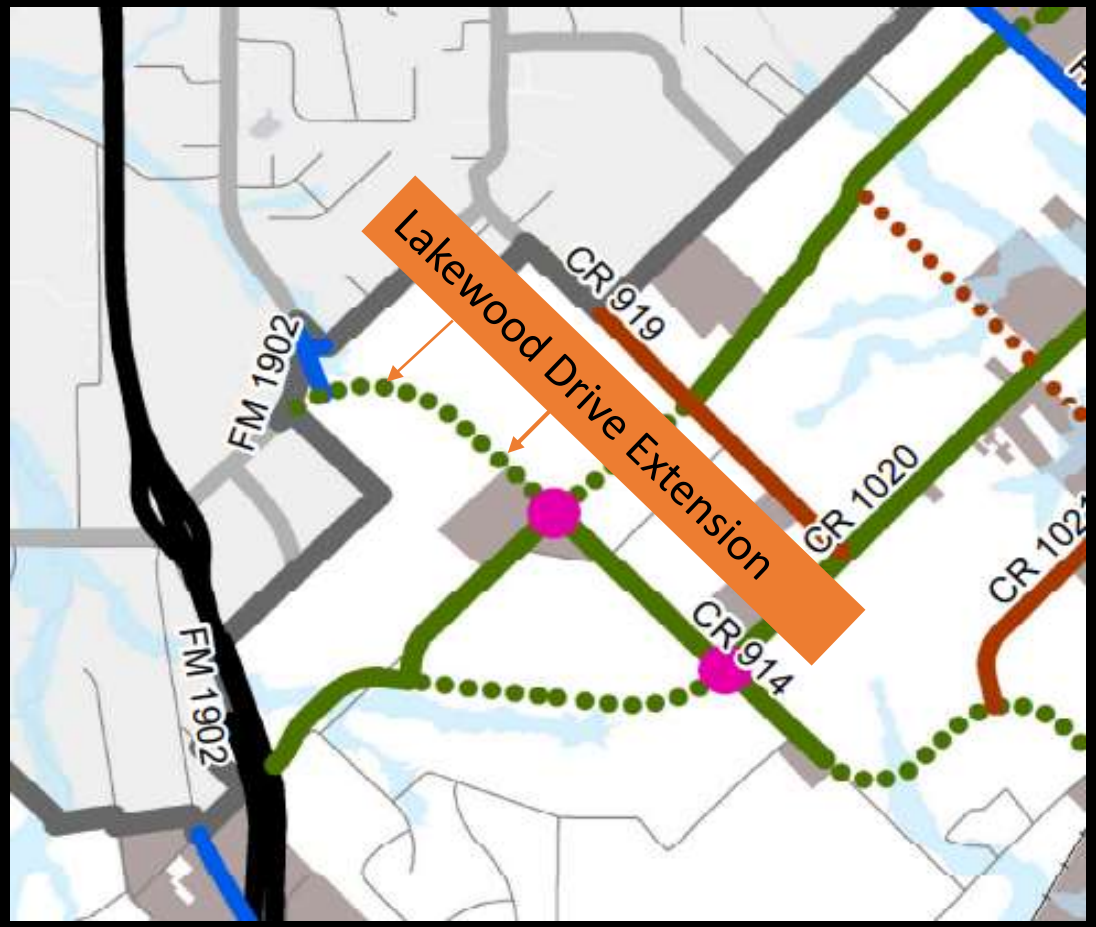
- June 7, 2021: City Council approved a Chapter 380 and Economic Development and Performance Agreement with the developer of Chisholm Summit.
- Per the Chapter 380 agreement, the developer is responsible for designing and constructing the extension of Lakewood Drive from just south of CR 1020 to FM 1902.

- Phase 1 of the Lakewood Drive extension from FM 1902 to CR 1016 is complete and includes a temporary connection to FM 1902.
- As a result of these actions and requirements, staff is recommending a street name change renaming the entire facility between FM 1902 and CR 1020 to Lakewood Drive.

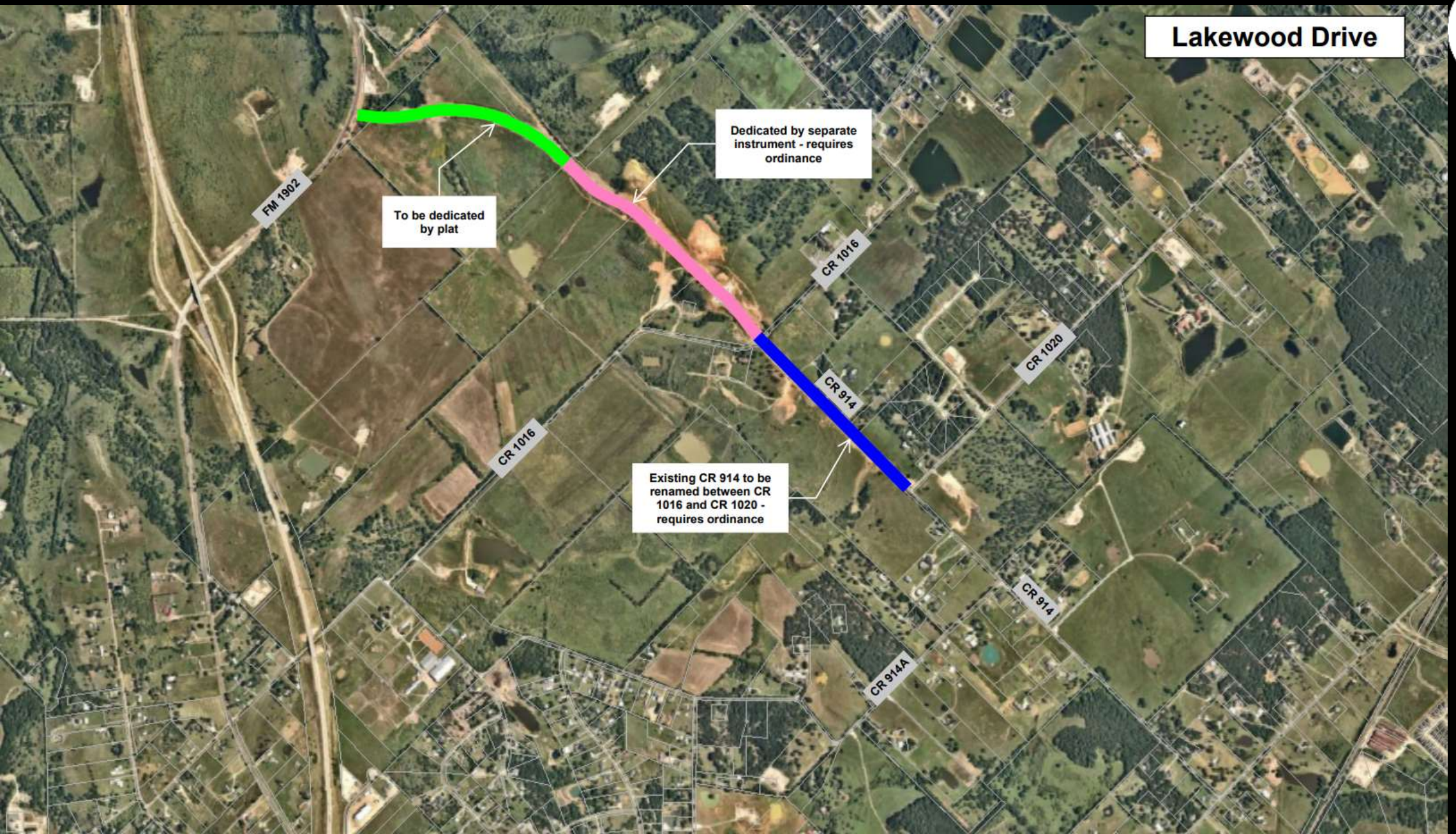
Burleson 2023 Thoroughfare Plan-Lakewood Drive Extension

Legend

- Freeway
- Principal Arterial
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector

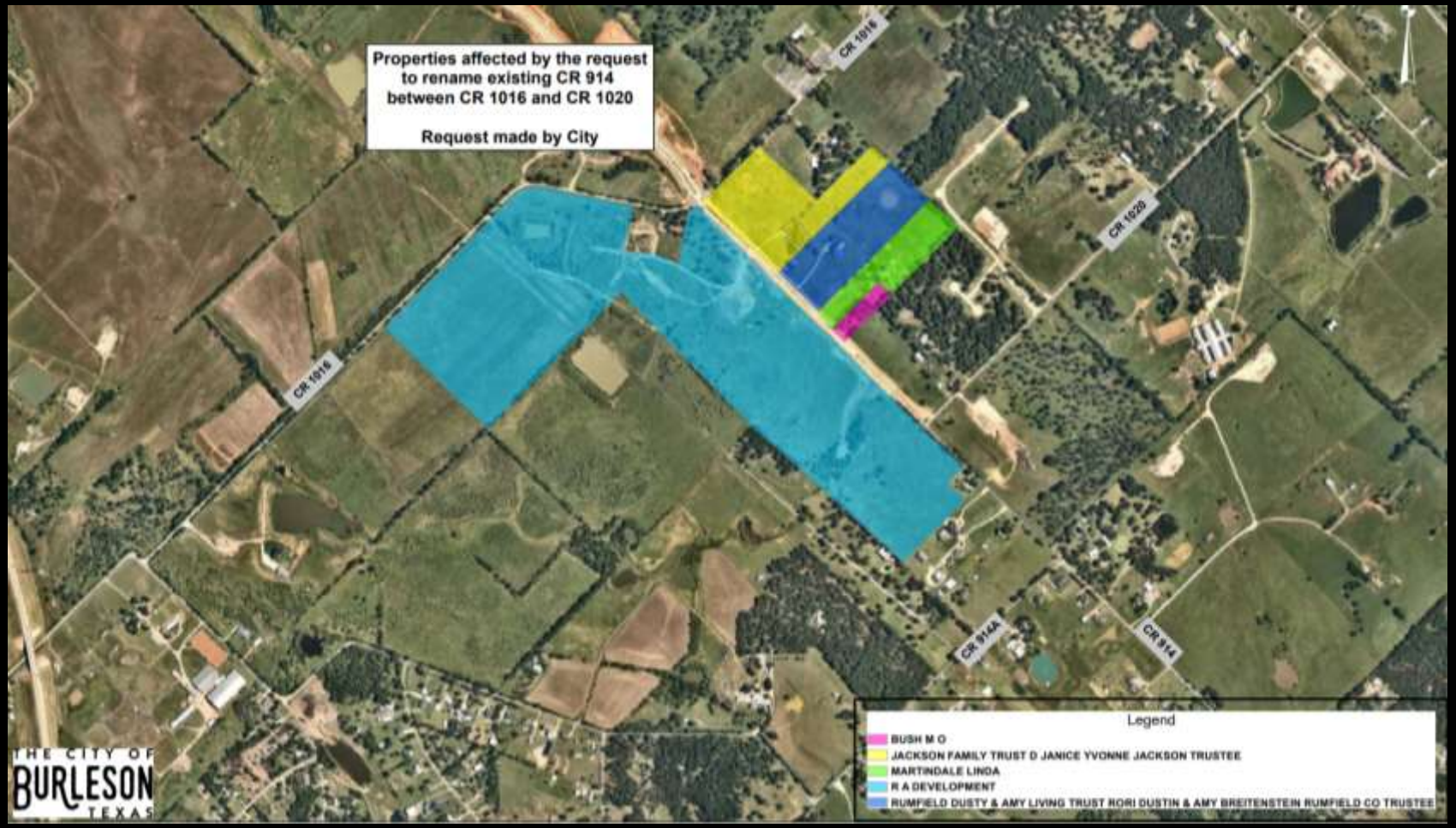


Street Name Change – Lakewood Drive (Aerial View)



Street Name Change- Lakewood Drive (Affected Property Owners)

- If approved, the street name change will affect the addresses of five (5) abutting property owners.
- Staff provided notice of the public hearing to the property owners and in the Star-Telegram.



Street Rename - Lakewood Drive

- The City's naming policy (Resolution R-1162-09) reserves the right for the City "to initiate renaming of a street if the City determines a name change is appropriate to eliminate driver confusion, enhance economic development, to improve emergency response, or other circumstances which, in the decision of the City Council, necessitate the street be renamed."
- Staff is of the determination that the street name change request satisfies the above referenced criteria.

Staff Recommendation

- Staff recommends City Council approve an ordinance:
- 1): renaming that portion of CR 914, located between CR 1020 and CR 1016, to Lakewood Drive
- 2): officially designate the roadway extension from CR 1016 to FM 1902 as Lakewood Drive
- 3): amend the official map of the City of Burleson

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, RENAMING THAT PORTION OF CR 914, LOCATED BETWEEN CR 1020 AND CR 1016, TO LAKEWOOD DRIVE AND DESIGNATING THE ROADWAY EXTENSION FROM CR 1016 TO FM 1902 AS LAKEWOOD DRIVE; AMENDING THE OFFICAL MAP OF THE CITY OF BURLESON; PROVIDING A REPEALER CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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 would like to change the name of the street running between CR 1020 and CR 1016 from CR 914 to "Lakewood Drive"; and

WHEREAS, the City would like to designate the roadway extension from CR 1016 to FM 1902 as "Lakewood Drive"; and

WHEREAS, the City Council adopted Resolution R-1162-09 on October 19, 2009, which set forth a policy for naming and renaming streets as well as municipal facilities and property (the "Resolution Policy"); and

WHEREAS, the Resolution Policy states that the City may rename a street if the City determines that circumstances exist that necessitate the street be renamed; and

WHEREAS, the City Council finds that changing the name of the street running between CR 1020 and CR 1016 to "Lakewood Drive" and the roadway extension from CR 1016 to FM 1902 to "Lakewood Drive" is such a circumstance; and

WHEREAS, the Resolution Policy states that prior to approving an ordinance renaming a street, the City Council shall hold a public hearing and give notice of the public hearing at least ten days in advance of the hearing in a newspaper and on the City's website; and

WHEREAS, the City Council finds that a public hearing on renaming the street running between CR 1020 and CR 1016 to "Lakewood Drive" and the roadway extension from CR 1016 to FM 1902 to "Lakewood Drive" was held on July 21, 2025, and further finds that notice of said public hearing was given at least ten days in advance of the hearing in a newspaper of general circulation and on the City's website; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern a street name.

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

Section 1

The name of the street running between CR 1020 and CR 1016 shall be changed from “FM 914” to “Lakewood Drive” and the roadway extension from CR 1016 to FM 1902 to “Lakewood Drive”. The general location of the roadway is described and depicted in Exhibit “B”.

Section 2

The Official Map of the City of Burleson, Texas, shall be amended to reflect the street name change. All ordinances and plats of the City of Burleson, Texas, within the city limits, are amended to reflect the street name change, but shall otherwise remain in full force and effect.

Section 3

Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 4

If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5

All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 6

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 7

This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED the _____ day of _____, 20_____.

_____

Chris Fletcher, Mayor
City of Burleson, Texas

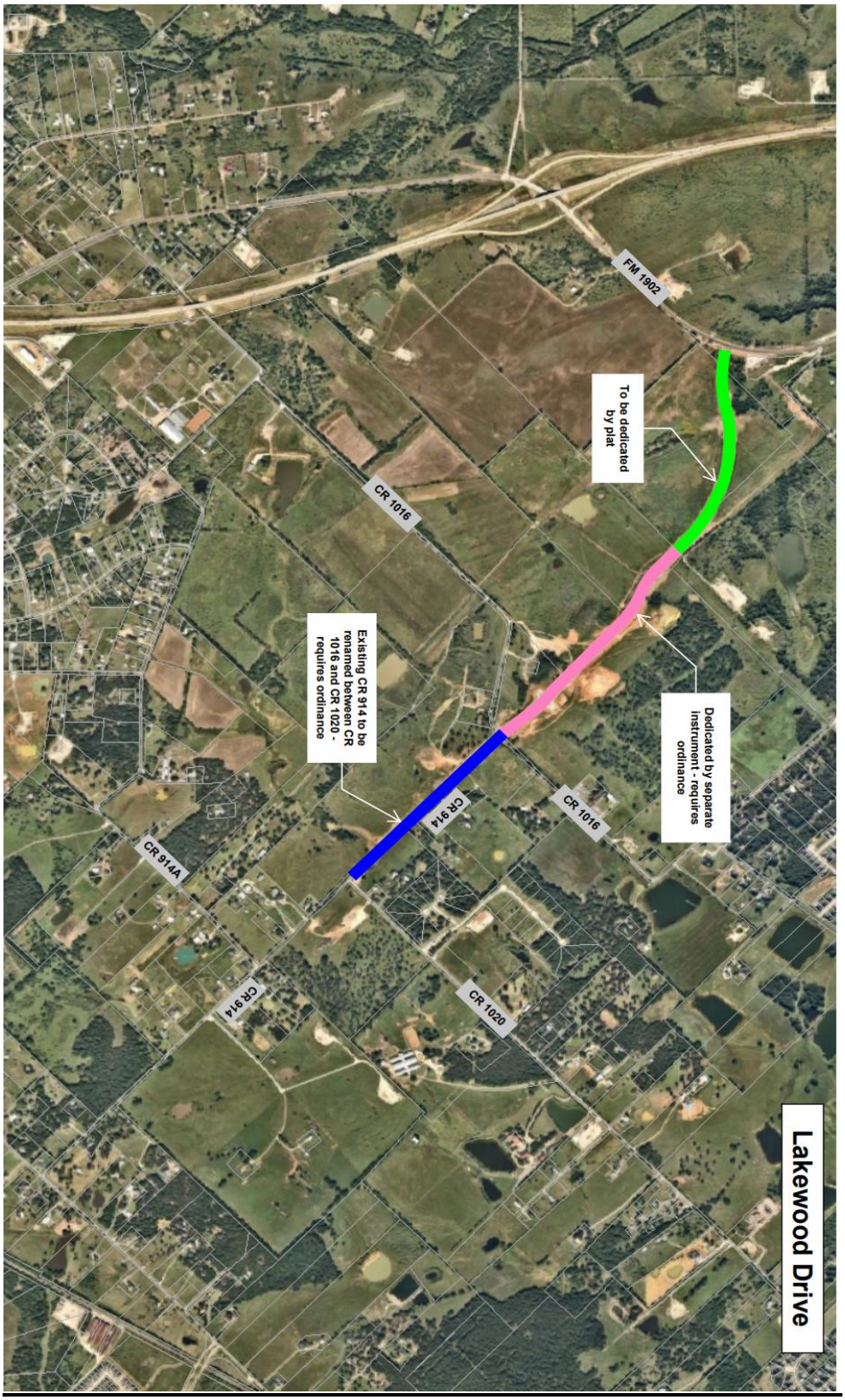
ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

Exhibit B


FM 1902
To be dedicated by plat
CR 1016
Existing CR 914 to be renamed between CR 1016 and CR 1020 - requires ordinance
Dedicated by separate instrument - requires ordinance
CR 914
CR 1016
CR 914A
CR 914
CR 1020
Lakewood Drive

RESOLUTION
R-1162-09
City of Burleson Texas

POLICY FOR NAMING MUNICIPAL PROPERTY

WHEREAS, The City Council of Burleson, Texas finds that the acquisition, construction and development of municipal property is an integral part of providing municipal services to the citizens of Burleson; and

WHEREAS, from time to time, it is necessary to formally name municipal property to give said property a unique identity, to facilitate emergency response, to honor certain individuals who have made unique contributions, or to commemorate historic places, people and landmarks; and

WHEREAS, the City of Burleson does not have a policy to guide the City Council, staff, and citizens in naming or renaming municipal property.

NOW THEREFORE, BE IT RESOLVED that the City Council of Burleson, Texas hereby adopts the attached "Policy for Naming Municipal Property" to establish formal, fair and consistent guidelines and criteria for naming of municipal property in the City of Burleson.

Passed and Approved this 19th of October, 2009

Ken Shetter, Mayor

Attest:

Amanda McCrory, City Secretary

Burleson
TEXAS

POLICY FOR NAMING MUNICIPAL PROPERTY

I. PURPOSE & INTENT

The purpose of this policy is to establish formal, fair and consistent guidelines and criteria for naming of municipal property in the City of Burleson. It is the intent of the City Council to review and evaluate the naming or re-naming of municipal property in accordance with this policy.

II. GUIDELINES AND CRITERIA

A name given municipal property shall identify any one of the following:

A. Predominant natural features (Geographic, Geologic, Ecologic, Botanical/Horticultural, Scientific) of the City or a particular part of the City.
B. An adjoining street or subdivision.
C. A Historic/Heroic event, location/landmark, or person (local, state or national) substantiated through research and documentation.
D. Outstanding Individuals (excluding public officials) who make a significant contribution to the public good, whose name lends prestige and status to the public facility, whose fine moral character and demonstrated leadership have been a major contribution to the City's quality of life.
E. Public officials who have served the citizens of Burleson with distinction and have been out of public office for at least two years.
F. A Benefactor/Donor who makes a significant contribution to the citizens of Burleson via a significant donation (such as the majority of land or development costs associated with a public facility) or sells property to the city for a public facility at a price substantially below market value.
G. In addition to the above, street names may also be proper nouns. All street names must be chosen so as to be easily identifiable and understood (such that a child could remember and pronounce) for purposes of dispatching public safety personnel

No name of any municipal property may bring dishonor on the citizens of Burleson or their government.

III. PROCESS/PROCEDURES

The City Council has the sole right and responsibility to approve the names of municipal property.

A. FACILITIES and REAL PROPERTY

A facility is a building (including rooms within it) while real property refers to a park or other property used for municipal purposes (excluding streets).

The City Council will formally name each by passage of a Resolution. The Resolution will be considered during a meeting of the City Council following a public hearing. Notice of the public hearing will be published in a newspaper of general circulation and on the city's website at least ten (10) days in advance of the hearing.

1. City Initiated Naming or Renaming

In naming or renaming facilities and real property, the City Manager (or designee) will present a list of suggested names to the City Council for its consideration in accordance with the procedures below. The names suggested will comply with the criterion in Section II above. Upon consideration of the suggested names and other alternatives which may be offered by the City Council, the City Council will formally name (or rename) the facility or property.

A. Naming

In the case of newly constructed facilities, a name will be selected prior to the start of construction. In the case of existing facilities or property acquired by the City, a name will be selected prior to the facility or property being opened to the public. For existing facilities in use by the public at the time of this policy's adoption but not yet formally named, the City shall endeavor to formally name each as expeditiously as possible.

B. Renaming

In cases where a previous City Council has formally named a facility or property, the city may initiate renaming of the facility under special circumstances, acknowledging the circumstances under which the previous City Council chose to formally name the facility or property. Special circumstances include: changes in the use or function of the facility or property; factors which have rendered the current name obsolete, impractical, confusing or no longer in the public interest; or other circumstances which, in the decision of the City Council, necessitate the facility or property be renamed.

2. Citizen Initiated Naming or Renaming

To propose a facility or real property be named or renamed, a citizen or citizens of the city of Burleson (i.e. residents within the city's limits) must submit a written request to the City Manager. The written request must clearly identify the facility or real property for which the name is proposed and how the request complies with the criteria and guidelines contained within this

policy. In the case of a proposal to rename a facility or real property, the written request must also include the documented history of how and why the facility or real property was named originally and an explanation of why the current name should be replaced with the name proposed.

3. **Special Provisions for Fire Stations**
Fire Station names will reflect their sequence of construction with the first station constructed named "Fire Station Number One", the second constructed named "Fire Station Number Two" and so on. Rooms or areas within a fire station or other facilities on its property may be named in accordance with the guidelines and criteria above.

B. STREETS

1. **Residential Streets**
Names for streets constructed as part of a residential subdivision development will be proposed by the Developer during the platting process in compliance with the subdivision regulations and criterion in Section II above. The name of a new residential street will be formally granted upon the City's approval of the final plat.

2. **All other streets**
New streets constructed by the City will be named in accordance with the guidelines and criteria in Section II above upon the City's award of the construction contract.

3. **Renaming of Streets**

The City reserves the right to initiate renaming of a street if the City determines a name change is appropriate to eliminate driver confusion, enhance economic development, to improve emergency response, or other circumstances which, in the decision of the City Council, necessitate the street be renamed.

The renaming of any street will be in accordance with this policy and the subdivision regulations. The City Council will formally rename a street by passage of an ordinance.

The ordinance will be considered during a meeting of the City Council following a public hearing. At least ten (10) days in advance of the hearing, notice of the public hearing will be (1) published in a newspaper of general circulation and on the city's website, and (2) mailed to all property owners and tenants owning or occupying property abutting the street of the proposed name change will be notified by the City. This notice will contain the date, time and location for a public hearing to receive public input on the proposed name change.

Following this public hearing during a regularly scheduled meeting of the City Council, a vote will be taken on the ordinance.

IV. ADOPTION, AMENDMENTS & REVISIONS

This policy was adopted by the Burleson City Council on Oct 19, 2009. This policy may be amended or revised from time to time by the City Council by Resolution.

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Michelle McCullough, Deputy Director/City Engineer**

MEETING: **July 21, 2025**

SUBJECT:

Consider the use of eminent domain to condemn property and consider Resolution No. CSO # 5842-07-2025 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for drainage and roadway improvements as part of the Hooper Business Park drainage improvements and realignment of County Road 1019 project, to serve existing and new development in the City. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

SUMMARY:

The city has designed and will be bidding the Hooper Business Park development which includes the design of two stormwater retention ponds and relocation of CR 1019 to serve the development. Construction of Lakewood Drive through the business park is nearing completion, including the connection to FM 1902. The realignment of CR 1019 is necessary for the construction of the retention ponds and will provide improved connectivity through the area. The portion of CR 1019 to be abandoned is owned by one property owner and will serve as an access road for maintenance of the retention ponds.

The clear title is needed for the subject property for the purpose of obtaining the necessary real property for drainage and roadway improvements as part of the Hooper Business Park drainage improvements and realignment of County Road 1019 project.

RECOMMENDATION:

Staff recommends authorizing the use of eminent domain and approving the resolution.

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

NA

REFERENCE:

NA

FISCAL IMPACT:

Proposed Expenditure/Revenue: NA
Account Number(s): NA
Fund: NA
Account Description: NA

STAFF CONTACT:

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

City Council

July 21, 2025

Hooper Business Park

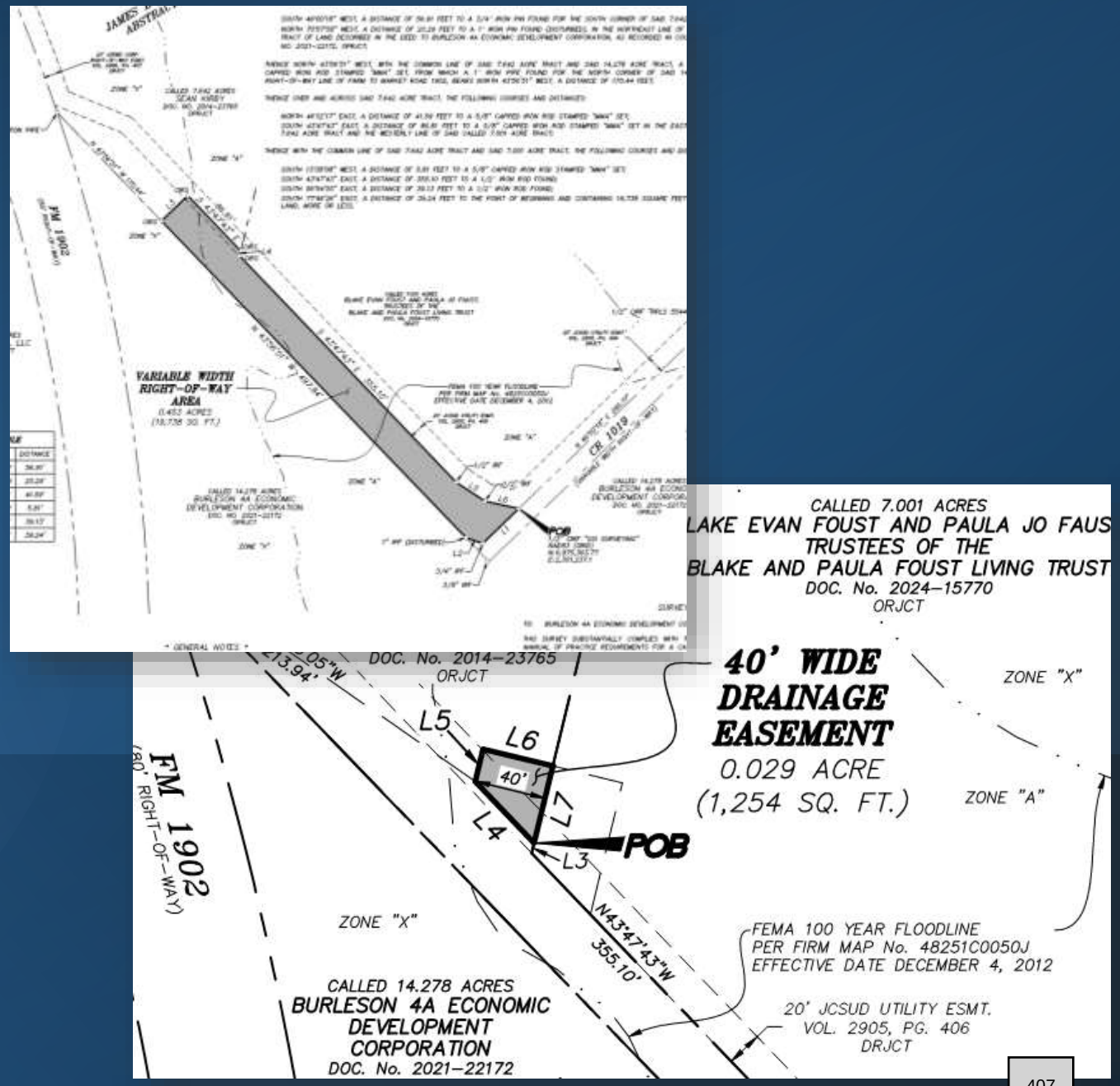
Eminent Domain

Hooper Business Park Drainage

Existing portion of CR 1019 from curve to FM 1902 ROW is currently owned by one property owner

Proposed property acquisition

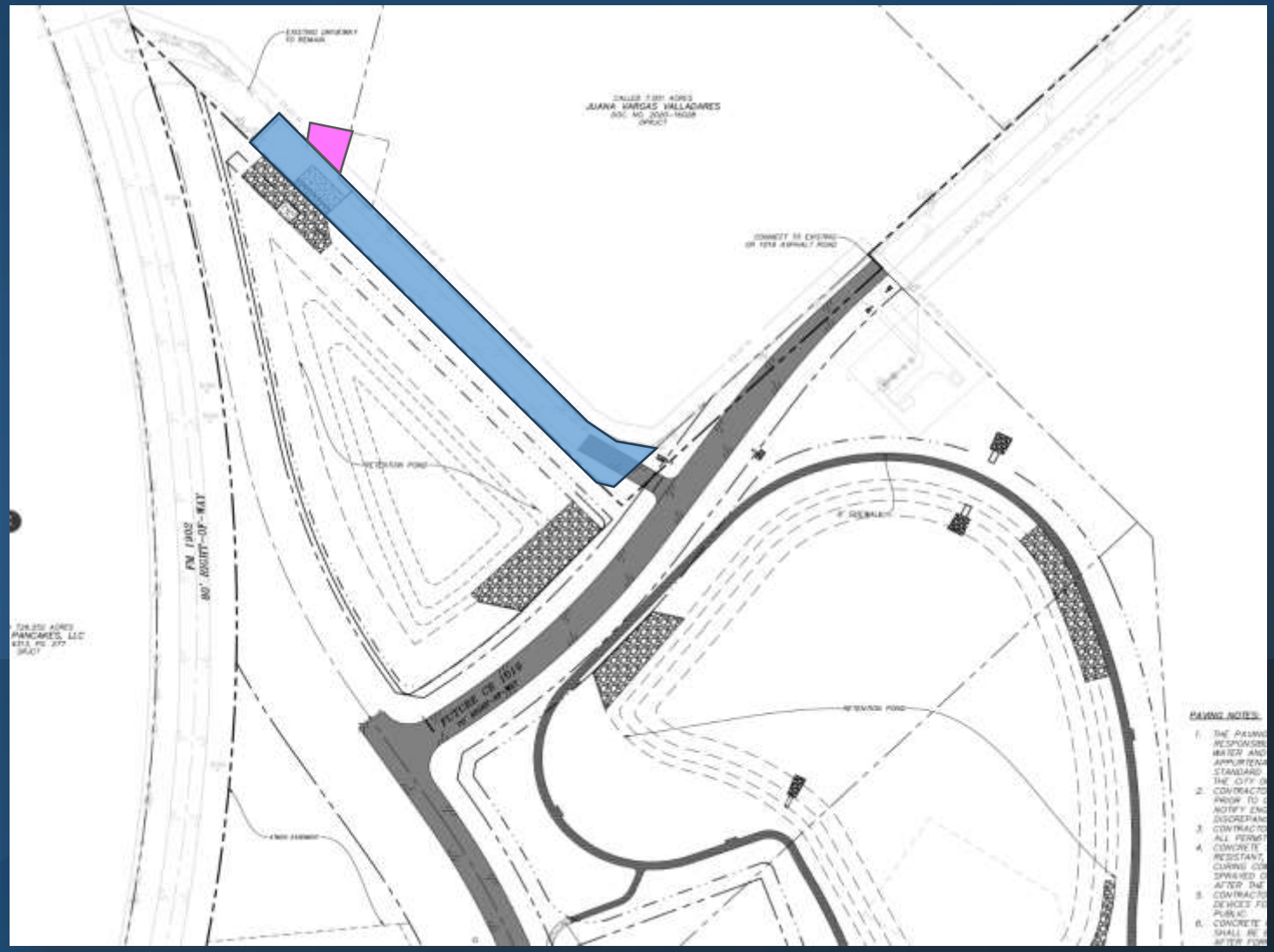
- Drainage easement near outfall for maintenance for north pond
- Existing CR 1019 as an ROW (access, drainage and utilities) for maintenance of north pond



407

Hooper Business Park Drainage

Condemnation process will provide clear title to the property.



408

Staff Recommendation

Authorize the use of eminent domain and approve the resolution.

409

Questions

Michelle McCullough, P.E., CFM
Deputy Director/City Engineer
mccullough@burlesontx.com
(817)426-9616

410

RESOLUTION NO. CSO#-5842-07-2025

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 DRAINAGE AND ROADWAY IMPROVEMENTS AS PART OF THE HOOPER BUSINESS PARK DRAINAGE IMPROVEMENTS AND REALIGNMENT OF COUNTY ROAD 1019 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 drainage and roadway improvements as part of the Hooper Business Park Drainage Improvements and Realignment of County Road 1019 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 0.453 acre (19,738 square feet) tract of land **(Exhibit A)** on property described in Document No. 2014-23765, Official Records, Johnson County, Texas;

- a 0.029 acre (1,254 square feet) permanent drainage easement **(Exhibit B)** on property described in Document No. 2014-23765, Official Records, Johnson County, Texas; and

WHEREAS, the City Council finds and determines that the acquisition of the above land and 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 land and 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 land and easement, which are more fully described in **Exhibits A and B** (the "Land and Easement"), 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 Easement through the exercise of the City's power of eminent domain, given that that the following conditions have already been met:

(a) The City obtained ownership information to identify the owner and/or other parties through the exercise of due diligence and a legal description for each parcel to be acquired;

(b) The City Manager, or his designated representative, has:

(1) Made an initial offer to the owner and/or other parties for the purchase of the Land and Easement;

(2) Made a final offer to the owner and/or other parties for the purchase of the Land and Easement; and

(3) Disclosed 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 other parties' property and used by the City in determining the amount of the final offer; and

(c) The owner and/or other parties failed or refused to accept the City's final offer.

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 Easement 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

LEGAL DESCRIPTION

BEING A 0.453 ACRE TRACT OF LAND SITUATED IN THE JAMES L. GANT SURVEY, ABSTRACT NO. 316, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A 7.642 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO SEAN KIRBY, AS RECORDED IN COUNTY CLERK'S DOCUMENT NO. 2014–23765, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (OPRJCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD STAMPED "GSI SURVEYING" FOUND (GRID N: 6,875,363.77 E: 2,301,237.10) FOR THE EASTERNMOST SOUTHEAST CORNER OF SAID 7.642 ACRE TRACT, THE SOUTH CORNER OF A CALLED 7.001 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JUANA VARGAS VALLADARES, AS RECORDED IN COUNTY CLERK'S DOCUMENT NO. 2020–16028, OPRJCT, AND IN THE NORTHWEST RIGHT–OF–WAY LINE OF COUNTY ROAD 1019, A VARIABLE WIDTH RIGHT–OF–WAY, FROM WHICH A 1/2" CAPPED IRON ROD STAMPED "RPLS 5544" FOUND FOR THE NORTHERNMOST NORTHWEST CORNER OF A CALLED 92.304 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, AS RECORDED IN COUNTY CLERK'S DOCUMENT NO. 2021–21498, OPRJCT, BEARS NORTH 46°00'18" EAST, A DISTANCE OF 295.77 FEET;

THENCE WITH THE SOUTHEASTERLY LINE OF SAID 7.642 ACRE TRACT, OVER AND ACROSS SAID COUNTY ROAD 1019, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46°00'18" WEST, A DISTANCE OF 56.91 FEET TO A 3/4" IRON PIN FOUND FOR THE SOUTH CORNER OF SAID 7.642 ACRE TRACT;
NORTH 70°57'58" WEST, A DISTANCE OF 20.29 FEET TO A 1" IRON PIN FOUND (DISTURBED), IN THE NORTHEAST LINE OF A CALLED 14.278 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, AS RECORDED IN COUNTY CLERK'S DOCUMENT NO. 2021–22172, OPRJCT;

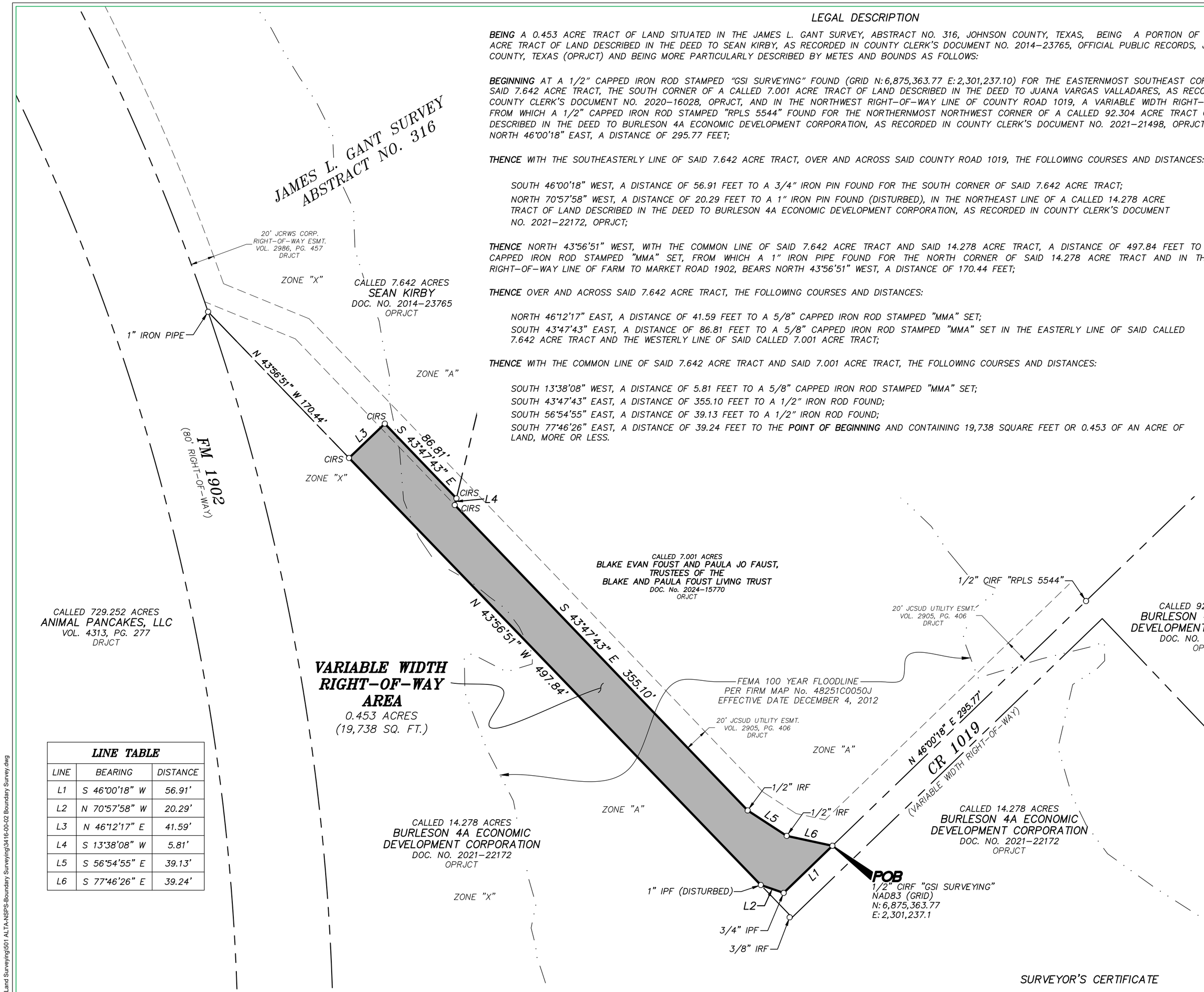
THENCE NORTH 43°56'51" WEST, WITH THE COMMON LINE OF SAID 7.642 ACRE TRACT AND SAID 14.278 ACRE TRACT, A DISTANCE OF 497.84 FEET TO A 5/8" CAPPED IRON ROD STAMPED "MMA" SET, FROM WHICH A 1" IRON PIPE FOUND FOR THE NORTH CORNER OF SAID 14.278 ACRE TRACT AND IN THE EAST RIGHT–OF–WAY LINE OF FARM TO MARKET ROAD 1902, BEARS NORTH 43°56'51" WEST, A DISTANCE OF 170.44 FEET;

THENCE OVER AND ACROSS SAID 7.642 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

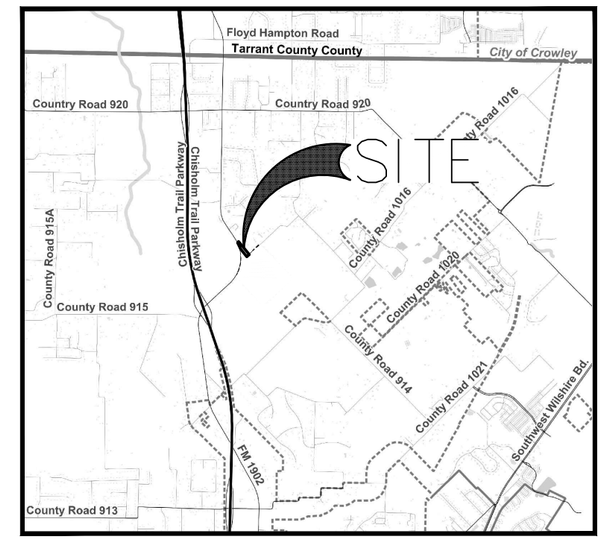
NORTH 46°12'17" EAST, A DISTANCE OF 41.59 FEET TO A 5/8" CAPPED IRON ROD STAMPED "MMA" SET;
SOUTH 43°47'43" EAST, A DISTANCE OF 86.81 FEET TO A 5/8" CAPPED IRON ROD STAMPED "MMA" SET IN THE EASTERLY LINE OF SAID CALLED 7.642 ACRE TRACT AND THE WESTERLY LINE OF SAID CALLED 7.001 ACRE TRACT;

THENCE WITH THE COMMON LINE OF SAID 7.642 ACRE TRACT AND SAID 7.001 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13°38'08" WEST, A DISTANCE OF 5.81 FEET TO A 5/8" CAPPED IRON ROD STAMPED "MMA" SET;
SOUTH 43°47'43" EAST, A DISTANCE OF 355.10 FEET TO A 1/2" IRON ROD FOUND;
SOUTH 56°54'55" EAST, A DISTANCE OF 39.13 FEET TO A 1/2" IRON ROD FOUND;
SOUTH 77°46'26" EAST, A DISTANCE OF 39.24 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 19,738 SQUARE FEET OR 0.453 OF AN ACRE OF LAND, MORE OR LESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 46°00'18" W	56.91'
L2	N 70°57'58" W	20.29'
L3	N 46°12'17" E	41.59'
L4	S 13°38'08" W	5.81'
L5	S 56°54'55" E	39.13'
L6	S 77°46'26" E	39.24'



VICINITY MAP

NO SCALE

60 0 30 60 120

1 inch = 60 ft.

LEGEND/ABBREVIATIONS

IRF	IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD SET STAMPED "MMA"
OPRJCT	OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
DRJCT	DEED RECORDS, JOHNSON COUNTY, TEXAS
ESMT.	EASEMENT
FND.	FOUND
PFC	POINT FOR CORNER
VOL.	VOLUME
PG.	PAGE
DOC. NO.	COUNTY CLERK'S INSTRUMENT
JCRWS	JOHNSON COUNTY RURAL WATER SUPPLY
JCSUD	JOHNSON COUNTY SPECIAL UTILITY DISTRICT

BOUNDARY LINE
ADJOINER LINE / LOT LINE
EASEMENT LINE
ROADWAY CENTERLINE

* GENERAL NOTES *

1. BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" (2011) AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°35'19.7". ALL DISTANCES HAVE BEEN ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000121778185.
2. ALL CORNERS CALLED "CIRS" ARE 5/8 INCH CAPPED IRON RODS SET STAMPED "MMA".
4. BY SCALED MAP LOCATION, THE SUBJECT PROPERTY IS LOCATED IN ZONE "A", SPECIAL FLOOD HAZARD AREA OF 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED, AND ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP No. 48251C0050J, MAP EFFECTIVE DECEMBER 4, 2012. THE SURVEYOR OFFERS NO OPINION AS TO THE FLOOD POTENTIAL OF THE SUBJECT PROPERTY.
5. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE SURVEYOR'S CERTIFICATE.
6. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT COMMITMENT FOR TITLE INSURANCE. ADDITIONAL EASEMENTS OR RESTRICTIONS MAY AFFECT THIS PROPERTY.

SURVEYOR'S CERTIFICATE

TO: BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION:

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3 (SUBURBAN), TSPS STANDARD LAND SURVEY, EFFECTIVE DECEMBER 31, 2021.

LON E. WHITTEN DATE: SEPTEMBER 16, 2024
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5893

STATE OF TEXAS · REGISTERED · LON E. WHITTEN · 5893 · PROFESSIONAL · LAND · SURVEYOR

PLEASE NOTE THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" HEREON CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

BOUNDARY SURVEY

SITUATED IN THE
JAMES L. GANT SURVEY
ABSTRACT NO. 316
JOHNSON COUNTY, TEXAS

SEPTEMBER 2024

SURVEYOR/ENGINEER:

mma

civil engineering surveying landscape architecture planning

tbpels registration number: f – 2759
tbpels registration/license number: 10088000

519 east border
arlington, texas 76010
817–469–1671
fax: 817–274–8757
www.mmatexas.com

SHEET 1 OF 1

MMA PROJECT NO. 3416–00–02

PLOTTED BY: LON WHITTEN DATE: 9/16/2024 2:35 PM PATH: P:\3416-00-02\500 Land Surveying\501 ALTA-NSPS-Boundary Surveying\3416-00-02 Boundary Survey.dwg

EXHIBIT B

EXHIBIT "A"

40' WIDE DRAINAGE EASEMENT

SITUATED IN THE JAMES L. GANT SURVEY, ABSTRACT No. 316
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

BEING a 0.029 acre tract of land situated in the James L. Gant Survey, Abstract No. 316, City of Burleson, Johnson County, Texas, being a part of a called 7.642 acre tract of land described in the deed to Sean Kirby, as recorded in Document No. 2014-23765, Official Records, Johnson County, Texas (ORJCT) and being more particularly described as follows:

COMMENCING at a 1/2" capped iron rod stamped "GSI Surveying" found for the most southerly east corner of said 7.642 acre tract and the south corner of a called 7.001 acre tract of land described in the deed to Blake Evan Foust and Paula Jo Foust, Trustees of the Blake and Paula Foust Living Trust, as recorded in Document No. 2024-15770, ORJCT, and in the northwest right-of-way line of County Road 1019 (a variable width right-of-way);

THENCE in a northwesterly direction, with the common line of said 7.642 acre tract and said 7.001 acre tract, the following courses and distances:

North 77°46'26" West, a distance of 39.24 feet to a 1/2" iron rod found for corner;

North 56°54'55" West, a distance of 39.13 feet to a 1/2" iron rod found for corner;

North 43°47'43" West, a distance of 355.10 feet to an interior ell corner of said 7.642 acre tract and the west corner of said 7.001 acre tract;

North 13°38'08" East, a distance of 5.89 feet to the **POINT OF BEGINNING**;

THENCE over and across said 7.642 acre tract, the following courses and distances:

North 43°50'22" West, a distance of 47.44 feet to a point for corner, from which a 1" iron rod found for a west corner of said 7.642 acre tract and in the east right-of-way line of County Road 1902 (an 80 foot wide right-of-way), bears North 55°08'05" West, a distance of 213.94 feet;

North 13°38'08" East, a distance of 18.60 feet to a point for corner;

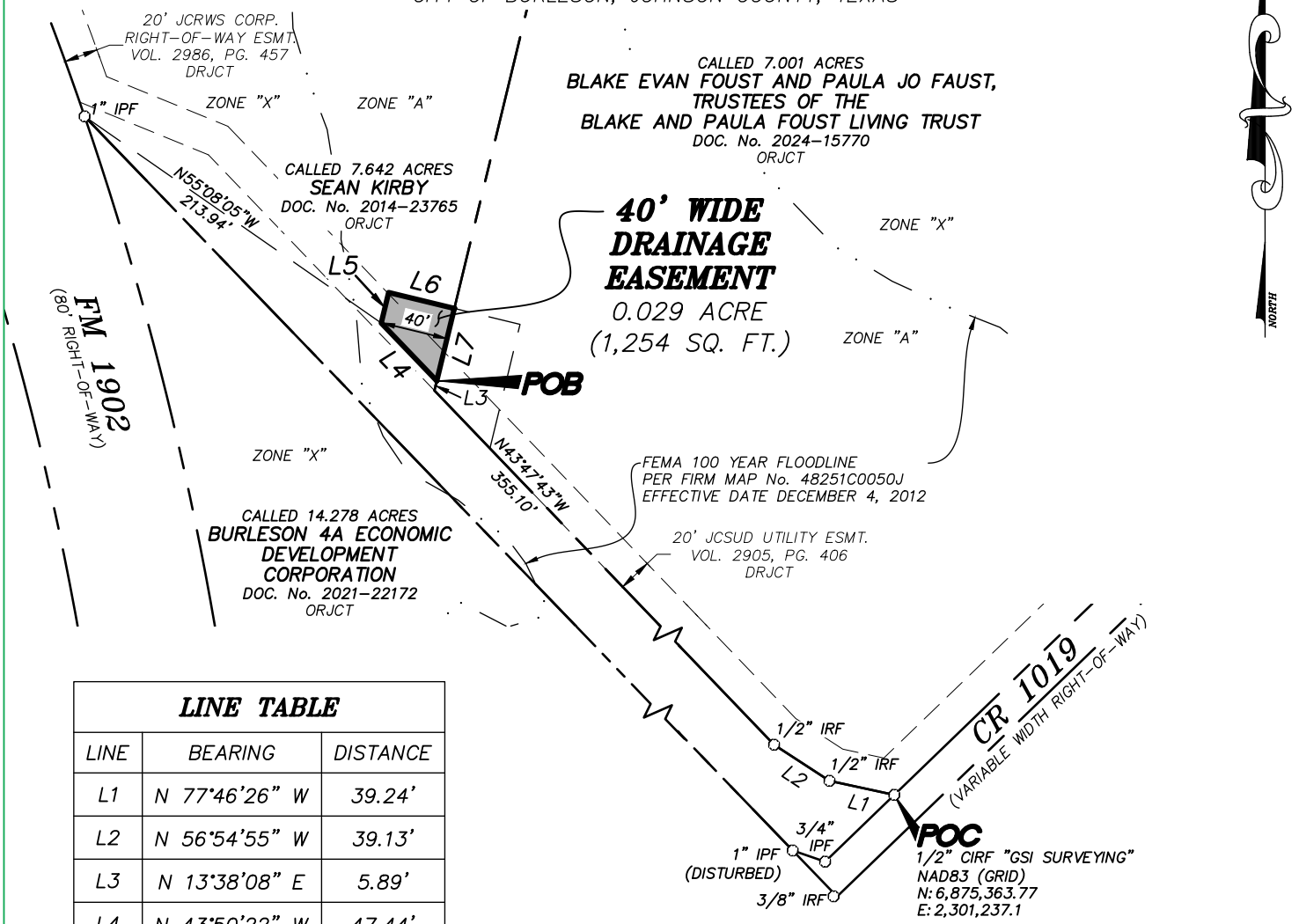
South 76°21'52" East, a distance of 40.00 feet to a point for corner in the common line of said 7.642 acre tract and said 7.001 acre tract;

THENCE South 13°38'08" West, with the common line of said 7.642 acre tract and said 7.001 acre tract, a distance of 44.11 feet to the **POINT OF BEGINNING** and containing 1,254 Square Feet or 0.029 of an Acre of Land, more or less.

EXHIBIT "A"

40' WIDE DRAINAGE EASEMENT

SITUATED IN THE JAMES L. GANT SURVEY, ABSTRACT NO. 316
CITY OF BURLESON, JOHNSON COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°46'26" W	39.24'
L2	N 56°54'55" W	39.13'
L3	N 13°38'08" E	5.89'
L4	N 43°50'22" W	47.44'
L5	N 13°38'08" E	18.60'
L6	S 76°21'52" E	40.00'
L7	S 13°38'08" W	44.11'

LEGEND/ABBREVIATIONS

CIRF	CAPPED IRON ROD FOUND
IRF	IRON ROD FOUND
DRJCT	DEED RECORDS, JOHNSON COUNTY, TEXAS
ORJCT	OFFICIAL RECORDS, JOHNSON COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
DOC. No.	COUNTY CLERK'S INSTRUMENT NUMBER

I, LON E. WHITTEN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY DECLARE THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND.

LON E. WHITTEN DATE: SEPTEMBER 05, 2024
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5893

STATE OF TEXAS
REGISTERED
LON E. WHITTEN
5893
PROFESSIONAL
LAND SURVEYOR

Bearings and coordinates are grid based on the "Texas Coordinate System of 1983, North Central Zone" (2011) as determined by GPS observations. The convergence angle at the Point of Commencing is 0°35'19.7". All distances have been adjusted to surface using a combined scale factor of 1.000121778185.

DATE: 09-05-2024 SCALE: 1" = 60' DRAWN BY: JMS CHECKED BY: LEW JOB. NO.: 3416-00-03

civil engineering surveying landscape architecture planning
tbpels registration number: f - 2759
tbpels registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

PLOTTED BY: LON WHITTEN DATE: 9/5/2024 3:17 PM PATH: P:\3416-00-03\500 Land Surveying\551 Easements\3416-00-03 Drainage Easement 2.dwg

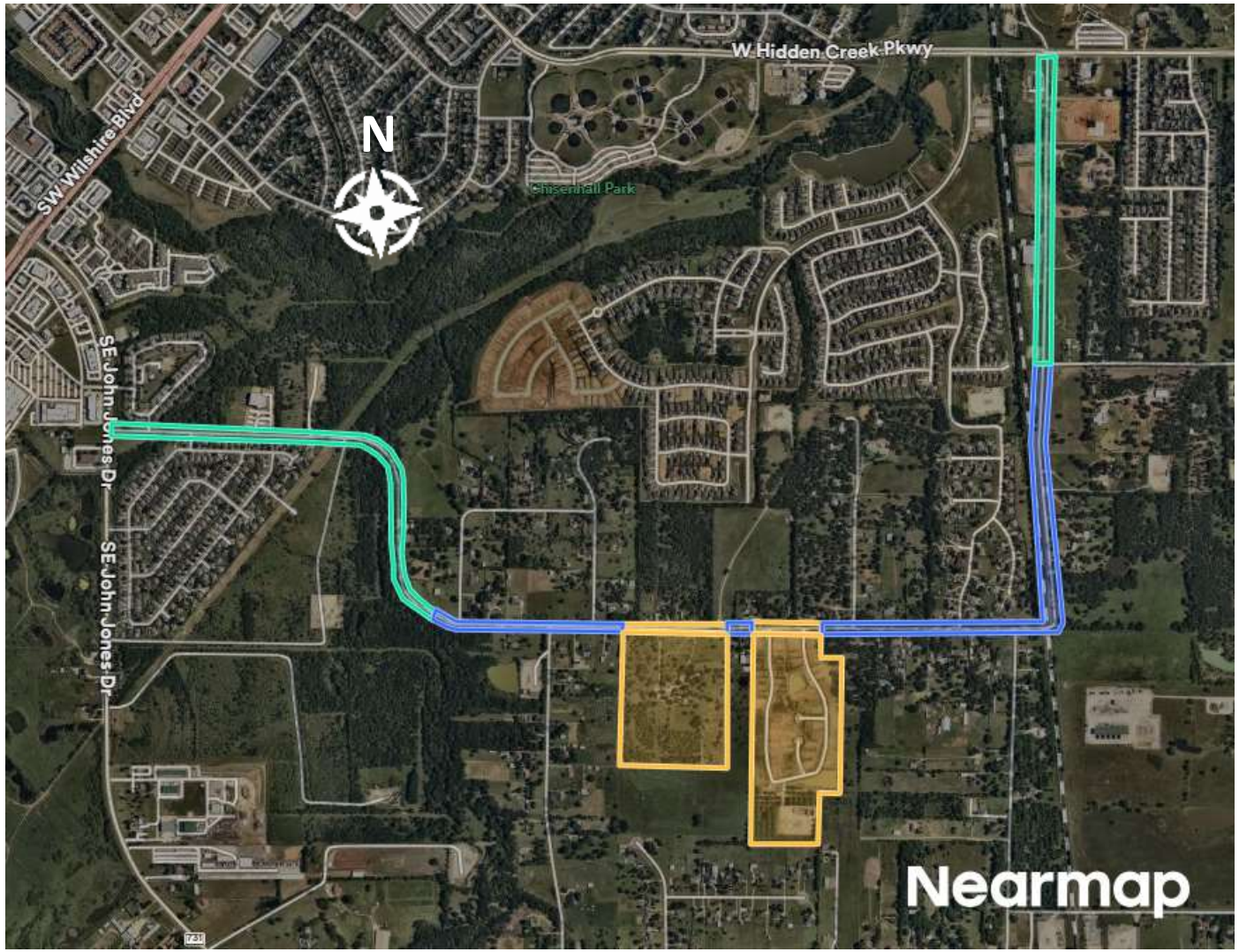
Speed Zone Ordinances

County Road 714 and County Road 914

City Council
July 21, 2025

Background: S. Dobson / CR 714

- CR 714 is mix of city- and county-maintained segments with posted speeds of 30mph and 40mph
- City and County staff are supportive of a consistent speed limit of 30mph for all of CR 714 from FM 731/John Jones Drive to Hidden Creek Parkway
- Johnson County Commissioners Court is considering an ordinance reducing their speed limit to 30mph this month

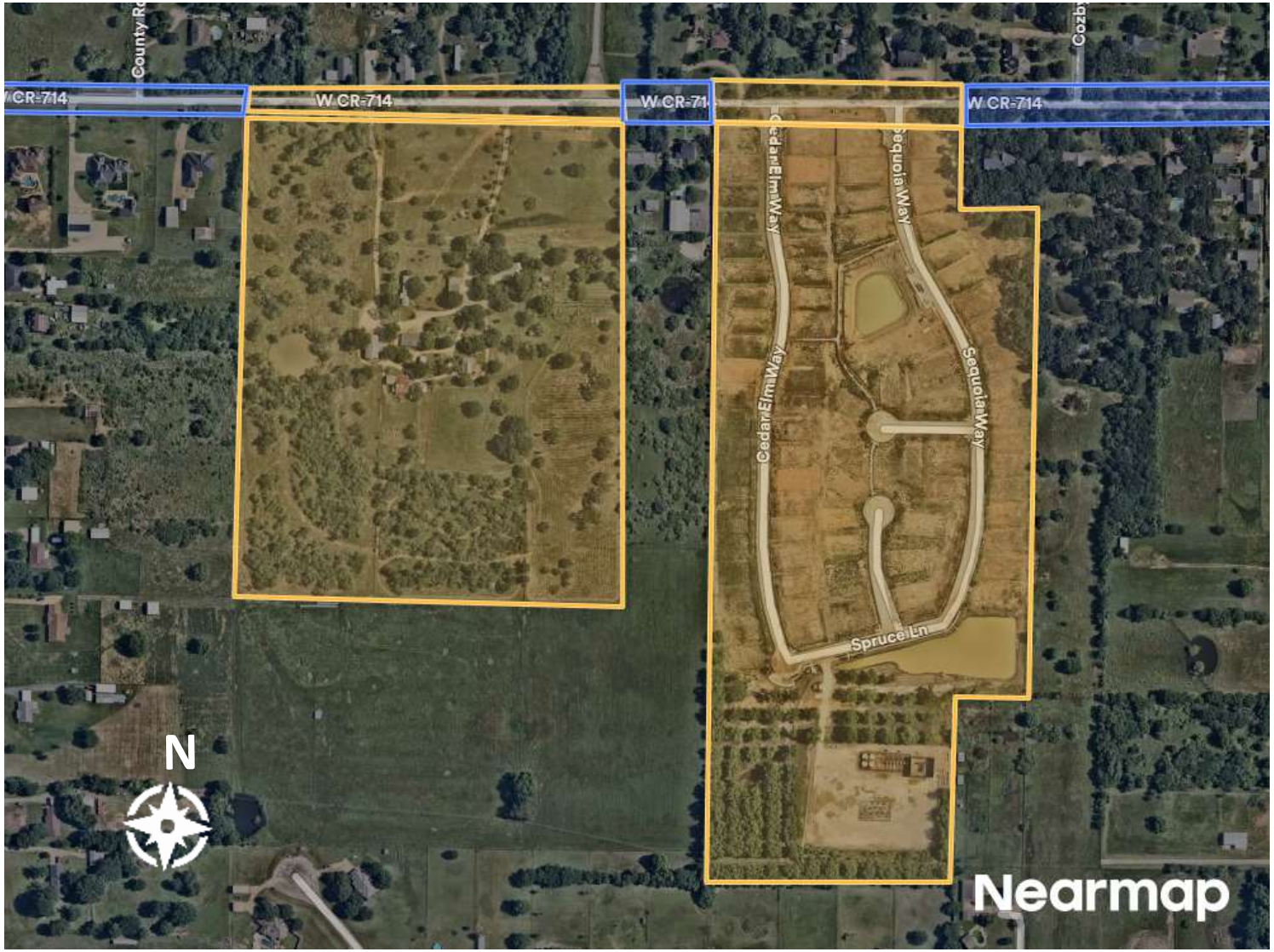


Green (Burleson – 30mph) Yellow (Burleson – 40mph) Blue (Johnson County – 40mph)

420

Background: S. Dobson / CR 714

- Historic Russell Farm including CR 714 frontage was donated to the City of Burleson in October 2011
- Planned development Pecan Grove consists of 81 residential lots and was annexed into the city in November 2018
- CR 714 includes multiple significant horizontal and vertical curves with limited sight distance and the majority of the roadway is heavily patched



Yellow (Burleson – 40mph) Blue (Johnson County – 40mph)

Background: CR 914

- CR 914 between CR 1021 and CR 914A is currently signed with a 40mph regulatory speed limit
- Due to the narrow road width, significant truck traffic, and existing conditions along the roadway, staff recommends reducing the speed limit to 30mph until the roadway is improved

Background: CR 914

- Signage has been installed to warn motorists of conditions along this segment of CR 914
- Staff is developing funding options for council consideration as a future capital improvement project
- That project may be initiated as soon as FY26 and may require minor land acquisition to address drainage needs and make roadway improvements
- There is also the potential need for an additional wastewater main that may get coordinated with any road improvements

Chapter 545.356 of the Texas Transportation Code

Establishes prima facie or default speed limits for various circumstances and authorizes when and how cities can establish and revise default speed limits

(b-1) Except as provided by Subsection (b-3), the governing body of a municipality, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe.

(b-2) Subsection (b-1) applies only to a two-lane, undivided highway or part of a highway.

Most requests for Council consideration of speed limit changes have been those resulting from engineering studies.

Chapter 545.356 of the Texas Transportation Code

Reporting Requirements

(d) The governing body of a municipality that declares a lower speed limit on a highway or part of a highway under Subsection (b-1) or (b-3), not later than February 1 of each year, shall publish on its Internet website and submit to the department a report that compares for each of the two previous calendar years:

(1) the number of traffic citations issued by peace officers of the municipality and the alleged speed of the vehicles, for speed limit violations on the highway or part of the highway;

(2) the number of warning citations issued by peace officers of the municipality on the highway or part of the highway; and

(3) the number of vehicular collisions that resulted in injury or death and were attributable to speed limit violations on the highway or part of the highway.

Council is authorized to lower these speed limits. Since revising using the authority in Section (b-1), annual reporting to TxDOT and on the city's website are required.

Council Actions Requested

1. Approve an ordinance establishing a 30mph speed limit along CR 714

   This ordinance provides a consistent 30mph speed limit along city portions of CR 714 / S. Dobson between FM 731 and Hidden Creek Parkway. A corresponding action is pending Johnson County Commissioner's Court consideration to adopt a 30mph speed limit for county portions of CR 714 / S. Dobson between FM 731 and Hidden Creek Parkway.

2. Approve an ordinance establishing a 30mph speed limit along CR 914

   This ordinance reduces the speed limit from 40mph to 30mph along CR 914 between CR 1021 and CR 914A based on road conditions, narrow pavement width, and heavy truck traffic.

Questions/Discussion

Errick Thompson, PE, CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610

ORDINANCE

AN ORDINANCE ESTABLISHING THE PRIMA FACIE SPEED LIMIT OF 30 MILES PER HOUR ALONG COUNTY ROAD 914 BETWEEN COUNTY ROAD 1021 AND 155 FEET NORTH OF COUNTY ROAD 914A ; DIRECTING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE AND COMPLY WITH THE REQUIREMENTS OF SECTION 545.356(D) OF THE TRANSPORTATION CODE; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, Section 545.356 of the Transportation Code authorizes cities to alter prima facie speed limits and establishes procedures for a city to set up speed zones and post speed limit signs; and

WHEREAS, in accordance with Section 545.356(b-1) of the Transportation Code, the City Council finds and determines that the prima facia speed limit for the Roadway (defined below), which is not an officially designated or marked highway of the state highway system, is unreasonable and unsafe; and

WHEREAS, the City Council hereby finds and determines that the speed limit set forth herein is reasonable and safe, in the best interest of the public, and is adopted in furtherance of the public health, safety, morals, and general welfare; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because it is an ordinance setting or changing the applicable speed limit.

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

Section 1.

The certain portion of County Road 914 beginning at the intersection of the centerline of County Road 1021 and County Road 914 to the terminus one hundred fifty-five feet (155') north of the intersection of the centerline of County Road 914A and County Road 914 in the City of Burleson, Texas (the "Roadway"), is hereby designated a 30 MPH (miles per hour) speed zone. It shall be unlawful for any person to drive or operate any vehicle at a rate in excess of thirty (30) miles per hour in the location described above.

Section 2.

The City Manager or designee is hereby directed to erect or cause to be erected appropriate signage giving notice of the speed limits established herein and the provisions of this ordinance shall not be effective until such signs or markings are erected. Additionally, the City Manager or designee shall comply with the requirements of Section 545.356(d) of the Transportation Code.

Section 3.

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

Section 4.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 5.

This ordinance shall be cumulative of all provisions of the City Code and other ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

Section 6.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 8.

A violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be a fine not exceeding $200.00.

Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the_____day of_____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **July 21, 2025**

SUBJECT:

Consider and take possible action on an ordinance establishing a 30 mile per hour speed limit along the city portions of CR 714 between FM 731 and Hidden Creek Parkway; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading) *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

The speed limit along CR 714 / S. Dobson between FM 731 / John Jones Drive and Hidden Creek Parkway oscillate between 30mph segments and 40mph segments. In addition, portions of the road are city-maintained, and others are Johnson County-maintained. Johnson County is scheduled to consider modifying speed limits on the county segments to 30mph on July 14, 2025. Most but not all city segments are already posted with 30mph speed limit signs but two small segments along the frontage of Russell Farm and along the frontage of the Pecan Grove development are currently in 40mph zones. The intent of this ordinance is to document and establish a consistent 30mph speed limit for all city-maintained segments of Cr 714 / S. Dobson.

RECOMMENDATION:

Approve an ordinance establishing a 30 mile per hour speed limit along the city portions of CR 714 between FM 731 and Hidden Creek Parkway; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

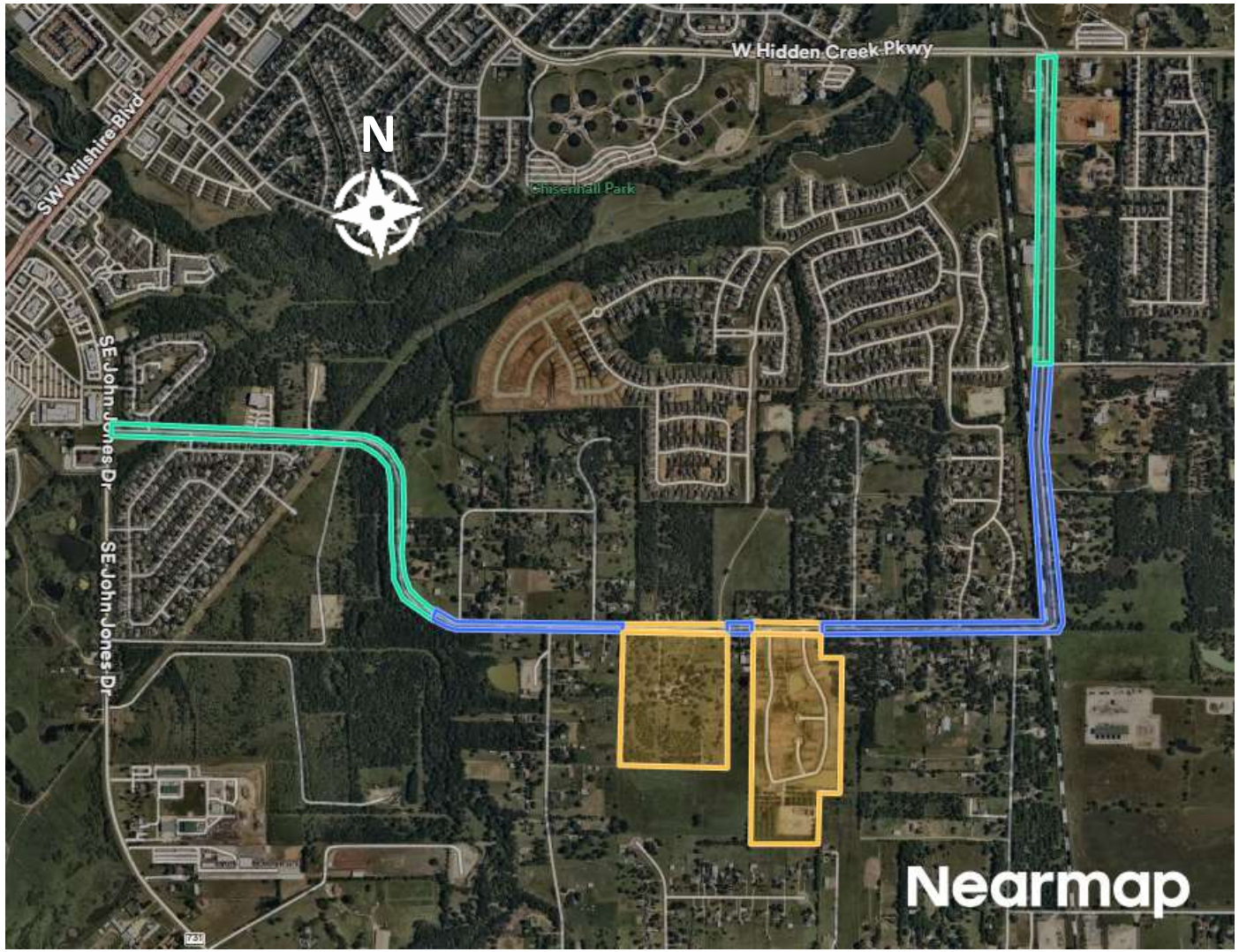
Speed Zone Ordinances

County Road 714 and County Road 914

City Council
July 21, 2025

Background: S. Dobson / CR 714

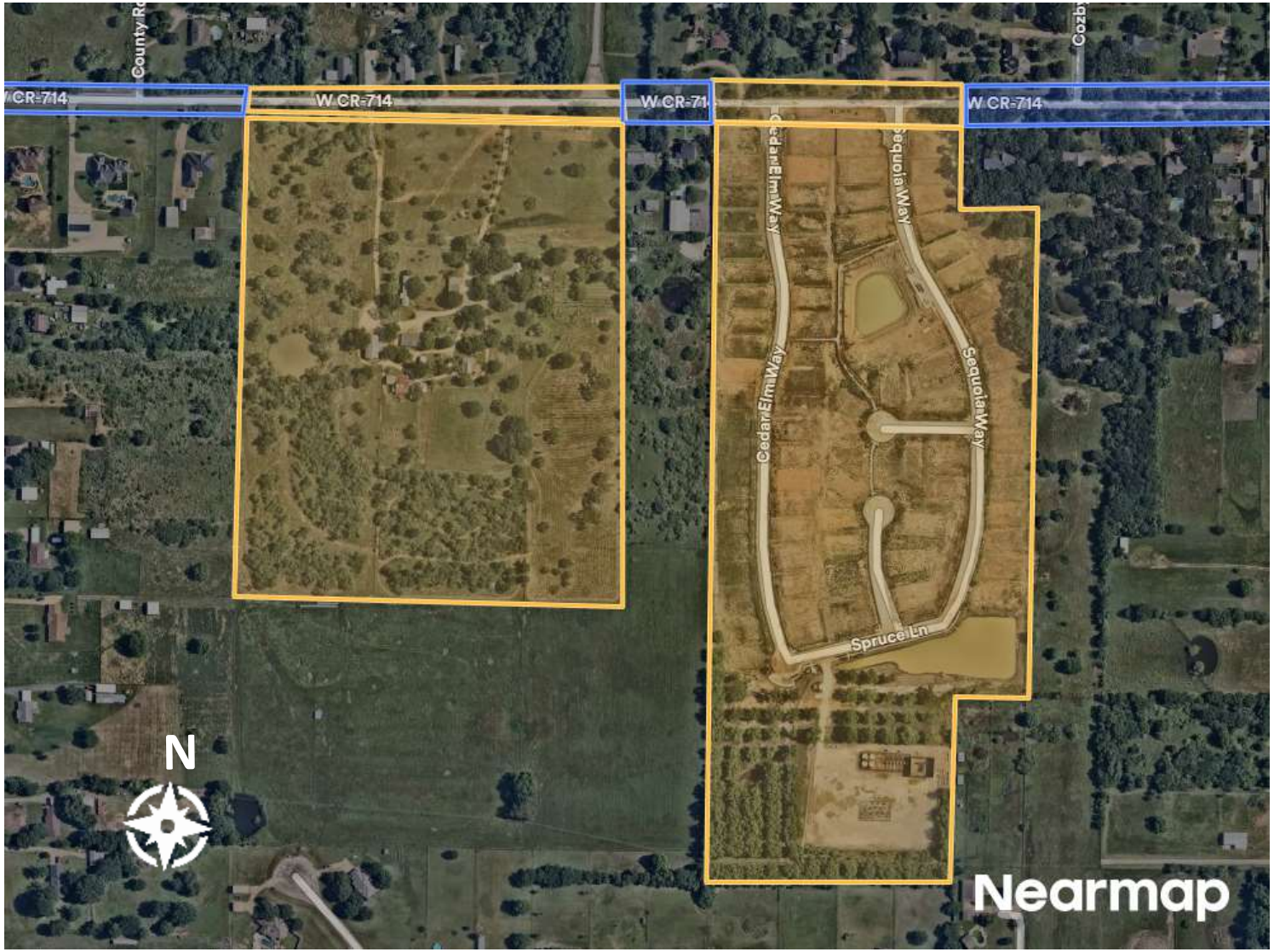
- CR 714 is mix of city- and county-maintained segments with posted speeds of 30mph and 40mph
- City and County staff are supportive of a consistent speed limit of 30mph for all of CR 714 from FM 731/John Jones Drive to Hidden Creek Parkway
- Johnson County Commissioners Court is considering an ordinance reducing their speed limit to 30mph this month



Green (Burleson – 30mph) Yellow (Burleson – 40mph) Blue (Johnson County – 40mph)

Background: S. Dobson / CR 714

- Historic Russell Farm including CR 714 frontage was donated to the City of Burleson in October 2011
- Planned development Pecan Grove consists of 81 residential lots and was annexed into the city in November 2018
- CR 714 includes multiple significant horizontal and vertical curves with limited sight distance and the majority of the roadway is heavily patched



Yellow (Burleson – 40mph) Blue (Johnson County – 40mph)

Background: CR 914

- CR 914 between CR 1021 and CR 914A is currently signed with a 40mph regulatory speed limit
- Due to the narrow road width, significant truck traffic, and existing conditions along the roadway, staff recommends reducing the speed limit to 30mph until the roadway is improved

Background: CR 914

- Signage has been installed to warn motorists of conditions along this segment of CR 914
- Staff is developing funding options for council consideration as a future capital improvement project
- That project may be initiated as soon as FY26 and may require minor land acquisition to address drainage needs and make roadway improvements
- There is also the potential need for an additional wastewater main that may get coordinated with any road improvements

Chapter 545.356 of the Texas Transportation Code

Establishes prima facie or default speed limits for various circumstances and authorizes when and how cities can establish and revise default speed limits

(b-1) Except as provided by Subsection (b-3), the governing body of a municipality, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe.

(b-2) Subsection (b-1) applies only to a two-lane, undivided highway or part of a highway.

Most requests for Council consideration of speed limit changes have been those resulting from engineering studies.

Chapter 545.356 of the Texas Transportation Code

Reporting Requirements

(d) The governing body of a municipality that declares a lower speed limit on a highway or part of a highway under Subsection (b-1) or (b-3), not later than February 1 of each year, shall publish on its Internet website and submit to the department a report that compares for each of the two previous calendar years:

(1) the number of traffic citations issued by peace officers of the municipality and the alleged speed of the vehicles, for speed limit violations on the highway or part of the highway;

(2) the number of warning citations issued by peace officers of the municipality on the highway or part of the highway; and

(3) the number of vehicular collisions that resulted in injury or death and were attributable to speed limit violations on the highway or part of the highway.

Council is authorized to lower these speed limits. Since revising using the authority in Section (b-1), annual reporting to TxDOT and on the city's website are required.

Council Actions Requested

1. Approve an ordinance establishing a 30mph speed limit along CR 714

   This ordinance provides a consistent 30mph speed limit along city portions of CR 714 / S. Dobson between FM 731 and Hidden Creek Parkway. A corresponding action is pending Johnson County Commissioner's Court consideration to adopt a 30mph speed limit for county portions of CR 714 / S. Dobson between FM 731 and Hidden Creek Parkway.

2. Approve an ordinance establishing a 30mph speed limit along CR 914

   This ordinance reduces the speed limit from 40mph to 30mph along CR 914 between CR 1021 and CR 914A based on road conditions, narrow pavement width, and heavy truck traffic.

Questions/Discussion

Errick Thompson, PE, CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610

ORDINANCE

AN ORDINANCE ESTABLISHING THE PRIMA FACIE SPEED LIMIT OF 30 MILES PER HOUR ALONG W COUNTY ROAD 714 BEGINNING 297 FEET WEST FROM THE CENTERLINE OF W COUNTY ROAD 714'S INTERSECTION WITH COZBY LN AND CONTINUING 644 FEET WEST ALONG THE ROAD TO THE TERMINUS AT 1,011 FEET WEST FROM THE CENTERLINE OF W COUNTY ROAD 714'S INTERSECTION WITH COZBY LN AND BEGINNING 270 FEET EAST FROM THE CENTERLINE OF W COUNTRY ROAD 714'S INTERSECTION WITH BROAD VALLEY CT AND CONTINUING 988 FEET EAST ALONG THE ROAD TO THE TERMINUS AT 1,268 FEET EAST FROM THE CENTERLINE OF W COUNTY ROAD 714'S INTERSECTION WITH BROAD VALLEY CT; DIRECTING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE AND COMPLY WITH THE REQUIREMENTS OF SECTION 545.356(D) OF THE TRANSPORTATION CODE; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, Section 545.356 of the Transportation Code authorizes cities to alter prima facie speed limits and establishes procedures for a city to set up speed zones and post speed limit signs; and

WHEREAS, in accordance with Section 545.356(b-1) of the Transportation Code, the City Council finds and determines that the prima facia speed limit for the Roadway (defined below), which is not an officially designated or marked highway of the state highway system, is unreasonable and unsafe; and

WHEREAS, the City Council hereby finds and determines that the speed limit set forth herein is reasonable and safe, in the best interest of the public, and is adopted in furtherance of the public health, safety, morals, and general welfare; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because it is an ordinance setting or changing the applicable speed limit.

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

OF BURLESON, TEXAS, THAT:

Section 1.

The certain portion of W County Road 714 beginning 297 feet west from the centerline of W County Road 714's intersection with Cozby Ln and continuing 644 feet west along the road to the terminus at 1,011 feet west from the centerline of W County Road 714's intersection with Cozby Ln and beginning 270 feet east from the centerline of W Country Road 714's intersection with Broad Valley Ct and continuing 988 feet east along the road to the terminus at 1,268 feet east from the centerline of W County Road 714's intersection with Broad Valley Ct, in the City of Burleson, Texas (the "Roadway"), is hereby designated a 30 MPH (miles per hour) speed zone. It shall be unlawful for any person to drive or operate any vehicle at a rate in excess of thirty (30) miles per hour in the location described above.

Section 2.

The City Manager or designee is hereby directed to erect or cause to be erected appropriate signage giving notice of the speed limits established herein and the provisions of this ordinance shall not be effective until such signs or markings are erected. Additionally, the City Manager or designee shall comply with the requirements of Section 545.356(d) of the Transportation Code.

Section 3.

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

Section 4.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 5.

This ordinance shall be cumulative of all provisions of the City Code and other ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

Section 6.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 8.

A violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be a fine not exceeding $200.00.

Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the_____day of_____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Finance**

FROM: **Kevin Hennessey, Interim Director of Finance**

MEETING: **July 21, 2025**

SUBJECT:

Consider approval of ordinance amending the City budget (CSO#5560-09-2024) for Fiscal Year 2024-2025 by increasing appropriations to various funds to accommodate operating and capital needs; and find time is of the essence. (First and Final Reading) (*Staff Contact: Kevin Hennessey, Interim Director of Finance)*

SUMMARY:

Amending the City budget for Fiscal Year 2024-2025 by transferring appropriations within the General Fund for Animal Services overtime, rewiring of overhead lights along Wilshire from Hidden Creek to Gardens, installing an automatic door at the Senior Center, and hiring a lobbyist. Increase appropriations in the Parks Performance Fund for two Parks & Rec Professional Services agreements, and equipment for the transition of maintenance of the Bartlett Soccer Complex to Parks & Recreation. Increase appropriations in the ERF Governmental fund to purchase vehicles, a generator and equipment for Public Works and Police for FY2026. Increase appropriations in the ERF Proprietary fund to purchase vehicles, a generator and equipment for Public Works and Golf for FY2026. Increase appropriations in the 4A fund to purchase a property at 114 West Ellison Street. Increase appropriations in the Miscellaneous Special Revenue Fund to install a memorial bench funded by a donation. Increase appropriations in the Library Grants Fund for a summer reading grant.

RECOMMENDATION:

Approve an ordinance amending the City budget for Fiscal Year 2024-2025 by increasing appropriations to various funds.

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

On September 9, 2024, the Council approved the final reading of the City's Fiscal Year 2024-2025 annual budget and the five-year Capital Improvement Plan (CIP).

On November 18, 2024, the Council approved a Budget Amendment to increase appropriations to accommodate the purchase order system to roll forward encumbrances from the prior year.

On March 23, 2025, the Council approved a Budget Amendment to increase various items.

REFERENCE:

N/A

FISCAL IMPACT:

Fund		Fiscal Year 2024-2025 Total Impact
General Fund	$	272,000.00
Parks Performance Fund	$	305,422.00
Equip Replacement Governmental	$	557,330.00
Equip Replacement Proprietary	$	797,590.00
4A Fund	$	1,100,000.00
Miscellaneous Special Revenue Fund	$	8,997.00
Library Grants Fund	$	2,000.00
Total Impact	**$**	**3,043,339.00**

STAFF CONTACT:

Kevin Hennessey
Interim Director of Finance
khennessey@burlesontx.com
817-426-9648

Fiscal Year 2024-2025 Mid-Year Budget Amendment

PRESENTED TO THE CITY COUNCIL ON

JULY 21,2025

Overview

Total Fiscal Impact of the Budget Amendment

Purpose of the Budget Amendment by Fund

Fiscal Impact of the Budget Amendment by Fund

Fiscal Impact of the Budget Amendment

Fund	FY 2025 Total Impact	
General Fund	$	272,000.00
4A Fund	$	1,100,000.00
Parks Performance Fund	$	305,422.00
Miscellaneous Special Revenue Fund	$	8,997.00
Equip Replacement Governmental	$	557,330.00
Equip Replacement Proprietary	$	797,590.00
Library Grants Fund	$	2,000.00
Total Impact	**$**	**3,043,339.00**

General Fund

Overtime

- Interdepartmental transfer to cover Egret related expenditures in the Animal Services department

Lights

- Re-wiring of city-maintained overhead lights along Wilshire from Hidden Creek or Gardens to IH-35W

Automatic Door

- Automatic Door Opener for Senior Center Front Door

Lobbyist

- LoneStar

General Fund

Department	Account	Proposed Amendment	Description
Animal Services	Overtime	$ 6,000.00	Egret patrol expense
City Manager's Office	Miscellaneous Expense	$ (6,000.00)	Egret Grant
Public Works	Construction	$ 256,000.00	Re-wiring of city-maintained overhead lights along Wilshire from Hidden Creek or Gardens to IH-35W
Senior Center	Other Improvements	$ 1,550.00	Automatic door opener for Senior Center front door
City Manager's Office	Miscellaneous Expense	$ (1,550.00)	Front door paid from CMO contingency
Legal Services	Legislative Consulting Service	$ 16,000.00	Lobbyist
TOTAL IMPACT	**-**	**$ 272,000.00**	

4A Fund

Purchase Building at 114 West Ellison Street

- Site to be used for economic redevelopment

4A Fund

Department	Account	Proposed Amendment	Description
Economic Development	Land	$ 1,100,000.00	Purchase Building at 114 West Ellison Street
TOTAL IMPACT	**-**	**$ 1,100,000.00**	

Parks Performance Fund

Professional Services Agreement Phase I

- Market and Financial Feasibility Study

Professional Services Agreement

- Chisenhall Sports Complex Management

Parks Performance Fund Continued

Autonomous Mower (2 units)

- Equipment for transition of Bartlett Soccer Complex

Maintenance Cart

- Equipment for transition of Bartlett Soccer Complex

Turf Tank

- Equipment for transition of Bartlett Soccer Complex

Top Dressing Equipment

- Equipment for transition of Bartlett Soccer Complex

Staff Truck

- Equipment for transition of Bartlett Soccer Complex

Parks Performance Fund

Department	Account	Proposed Amendment	Description
Parks	Other Outside Services	$ 34,000.00	Market and Financial Feasibility Study
Parks	Other Outside Services	$ 45,000.00	Chisenhall Sports Complex Management
Parks	Minor Apparatus	$ 66,005.00	Autonomous Mower (2 units)
Parks	Minor Apparatus	$ 8,590.00	Maintenance Cart
Parks	Minor Apparatus	$ 59,225.00	Turf Tank
Parks	Minor Apparatus	$ 31,450.00	Top Dressing Equipment
Parks	Minor Apparatus	$ 61,152.00	Staff Truck
TOTAL IMPACT	**-**	**$ 305,422.00**	

Miscellaneous Special Revenue Fund

Bench

- Memorial bench from donation

Miscellaneous Special Revenue Fund

Department	Account	Proposed Amendment	Description
Parks	Minor Apparatus	$ 8,997.00	Memorial bench from donation
TOTAL IMPACT		**$ 8,997.00**	

Equipment Replacement Fund – Governmental

THE CITY OF BURLESON TEXAS

John Deere Tractor

- Replacement of existing boom mower

Ford F-550

- Replacement of asphalt roller with more versatile vehicle

Chevrolet Traverse

- Replacement of vehicle that meets agreed criteria for replacement

Generator

- Replacement of generator at City Hall

Graphics

- Graphics for four medium duty trucks

Equipment Replacement Fund – Governmental

Department	Account	Proposed Amendment	Description
Public Works	Capital Equipment	$ 189,100.00	John Deere Tractor
Public Works	Capital Equipment	$ 90,130.00	Ford F-550
Police	Capital Equipment	$ 39,100.00	Chevrolet Traverse
Public Works	Capital Equipment	$ 225,000.00	Generator
Fire	Capital Equipment	$ 14,000.00	Graphics for four medium duty trucks
TOTAL IMPACT	**-**	**$ 557,330.00**	

Equipment Replacement Fund – Proprietary

Ford F-550

- Replacement due to age, mileage, and engine hours

HD300

- Sprayer replacement meets agreed criteria for replacement

Ford Ranger(2)

- Replacement meets agreed criteria

Mower(2)

- Replacement due to downtime

Ford F-450

- Replacement due to age, mileage, and engine hours

Equipment Replacement Fund – Proprietary Continued

John Deere/Gator

- Replacements meets agreed criteria

CAT 420E Backhoe

- Replacement meets agreed criteria

GPS conversion for existing sprayer

- Allows for precise spaying of fertilizers and chemical

Generator

- Replacement of generator at Service Center

Ford F-150

- Replacement due to age, mileage, and engine hours

Equipment Replacement Fund – Proprietary

Department	Account	Proposed Amendment	Description
Golf	Capital Equipment	$ 24,600.00	HD300
Public Works	Capital Equipment	$ 36,900.00	Ford Ranger 2WD Crew Cab
Public Works	Capital Equipment	$ 36,900.00	Ford Ranger 2WD Crew Cab
Golf	Capital Equipment	$ 14,200.00	Mower
Golf	Capital Equipment	$ 14,200.00	Mower
Public Works	Capital Equipment	$ 47,590.00	Ford F-150
Public Works	Capital Equipment	$ 97,200.00	Ford F-450
Public Works	Capital Equipment	$ 98,910.00	Ford F-550
Golf	Capital Equipment	$ 9,570.00	John Deere/gator
Public Works	Capital Equipment	$ 147,940.00	CAT 420E Backhoe
Golf	Capital Equipment	$ 44,580.00	GPS conversion for sprayer
Public Works	Capital Equipment	$ 225,000.00	Generator
TOTAL IMPACT	**-**	**$ 797,590.00**	

Library Grants Fund

Summer Reading Grant

- 2025 Texas Library Association-HEB Summer at the Library Grant

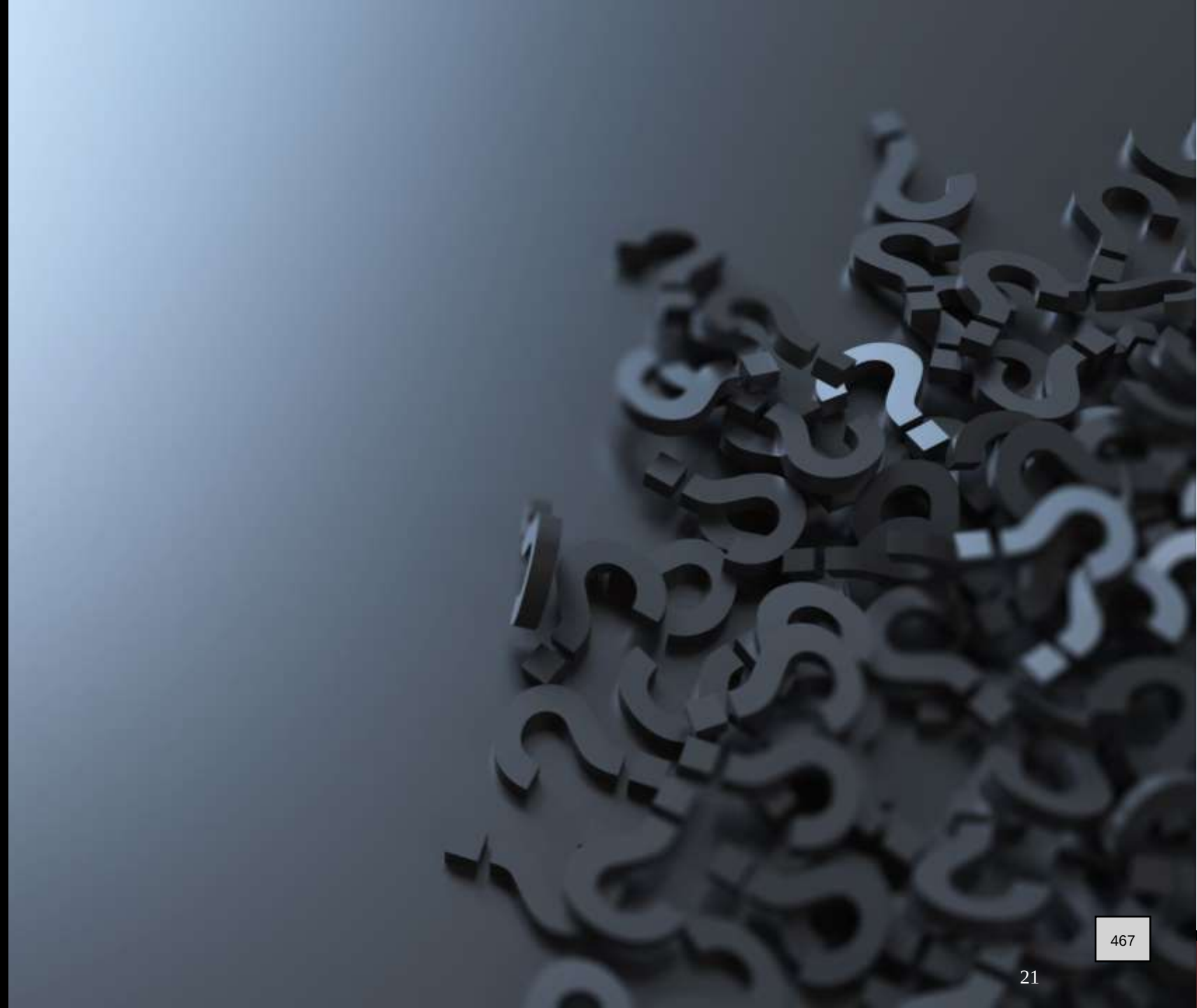
Library Grants Fund

Department	Account	Proposed Amendment	Description
Libraries	Project/Event/Meeting Expense	$ 2,000.00	Summer at the Library Grant
TOTAL IMPACT	**-**	**$ 2,000.00**	

Recommendation / Action Requested

Approve an ordinance requesting a Mid-Year Budget Amendment to increase the appropriations in the amount of $3,043,339 in various funds to accommodate operating and capital needs.

Questions / Comments



ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024-2025, BY INCREASING APPROPRIATIONS IN THE AMOUNT OF $3,043,339 IN VARIOUS FUNDS TO ACCOMMODATE OPERATING AND CAPITAL NEEDS; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to increase the appropriations in the amount of $3,043,339 in various funds to accommodate operating and capital needs; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds and determines that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance supplements the adopted budget by appropriating additional funds, because this ordinance is not considered as part of the consent agenda, and because time is of the essence; and

WHEREAS, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

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

Section 1.

In addition to those amounts appropriated from the various City departments for Fiscal Year 2024-2025 in the annual budget and approved in ordinance CSO#5560-09-2024, and prior amounts as amended and approved in ordinance CSO#5672-11-2024 and CSO#5773-03-2025 there shall also be increased appropriations in the various funds for the specific amounts and purposes as set forth in Exhibit “A”, attached hereto and incorporated herein by reference for all purposes:

Section 2.

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

Section 3.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 6.

This ordinance shall become effective immediately upon its passage and publication as required by law.

First and Final Reading: the _____ day of _____, 20_____.

PASSED AND APPROVED this _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"
Increased Appropriations in Funds

FUND	ORIGINAL BUDGET	REVISED BUDGET	AMENDMENT	AMENDED BUDGET
GENERAL FUND	$ 63,267,928	$ 64,369,740	$ 272,000	$ 64,641,740
DEBT SERVICE FUND - General	$ 20,772,166	$ 20,772,166		$ 20,772,166
MEDICAL TRANSPORT	$ 2,604,333	$ 2,604,333		$ 2,604,333
BCBD 4A SALES TAX SRF	$ 10,976,718	$ 12,283,503	$ 1,100,000	$ 13,383,503
BCBD 4B SALES TAX SRF	$ 8,381,605	$ 8,401,753		$ 8,401,753
PARK PERFORMANCE FUND	$ 5,633,995	$ 5,736,250	$ 305,422	$ 6,041,672
HOTEL/MOTEL TAX FUND	$ 574,393	$ 574,393		$ 574,393
BURLESON TIF #2	$ 1,213,341	$ 1,213,341		$ 1,213,341
BURLESON PID #1	$ 62,420	$ 62,420		$ 62,420
BURLESON PID #2	$ 7,620	$ 7,620		$ 7,620
CABLE FRANCHISE PEG SRF	$ 90,560	$ 90,560		$ 90,560
MC JUVENILE CASE MGR SRF	$ 31,000	$ 31,000		$ 31,000
MC BLDG SECURITY SRF	$ 10,420	$ 10,420		$ 10,420
MC TECHNOLOGY SRF	$ 2,340	$ 2,340		$ 2,340
OTHER SPECIAL REVENUE FUNDS	$ 91,720	$ 157,720	$ 10,997	$ 168,717
WATER & WASTEWATER FUND	$ 29,824,167	$ 31,454,170		$ 31,454,170
HIDDEN CREEK GOLF COURSE	$ 3,560,279	$ 3,560,279		$ 3,560,279
EQUIPMENT SERVICE FUND	$ 2,366,406	$ 2,366,406		$ 2,366,406
EQUIP REPL - GOVERNMENTAL	$ 1,064,188	$ 2,101,948	$ 557,330	$ 2,659,278
EQUIP REPL - PROPRIETARY	$ 207,361	$ 453,902	$ 797,590	$ 1,251,492
SUPPORT SERVICES FUND	$ 6,641,932	$ 6,641,932		$ 6,641,932
SOLID WASTE FUND	$ 4,704,493	$ 4,744,433		$ 4,744,433
CEMETERY OPERATIONS FUND	$ 33,330	$ 33,330		$ 33,330
HEALTH INSURANCE FUND	$ 7,184,423	$ 7,189,423		$ 7,189,423
STREET MAINTENANCE FUND	$ 1,655,833	$ 1,665,833		$ 1,665,833
TOTAL ALL FUNDS OPERATING	**$170,962,971**	**$ 176,529,215**	**$ 3,043,339**	**$179,572,554**

City Council Regular Meeting

DEPARTMENT: **Capital Engineering Department**

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

MEETING: **July 21, 2025**

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the Wicker Hill Road and Greenridge Drive Improvements. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

SUMMARY:

On June 16, 2025 Council was provided a report regarding the five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030 and there was a discussion regarding the future Joshua ISD elementary school and the future improvements needed along the Wicker Hill and Greenridge Corridor. This item presents additional information regarding options for the Wicker Hill and Greenridge corridors for further discussion and direction.

RECOMMENDATION:

Hold a discussion and provide staff with feedback and/or direction regarding the Wicker Hill Road and Greenridge Drive Corridors.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Randall Morrison, PE
Director of Capital Engineering
rmorrison@burlesontx.com

(817) 426-9295

Wicker Hill Road and Greenridge Drive Improvements Discussion

PRESENTED TO THE CITY COUNCIL ON

JULY 21, 2025

Wicker Hill and Greenridge Background

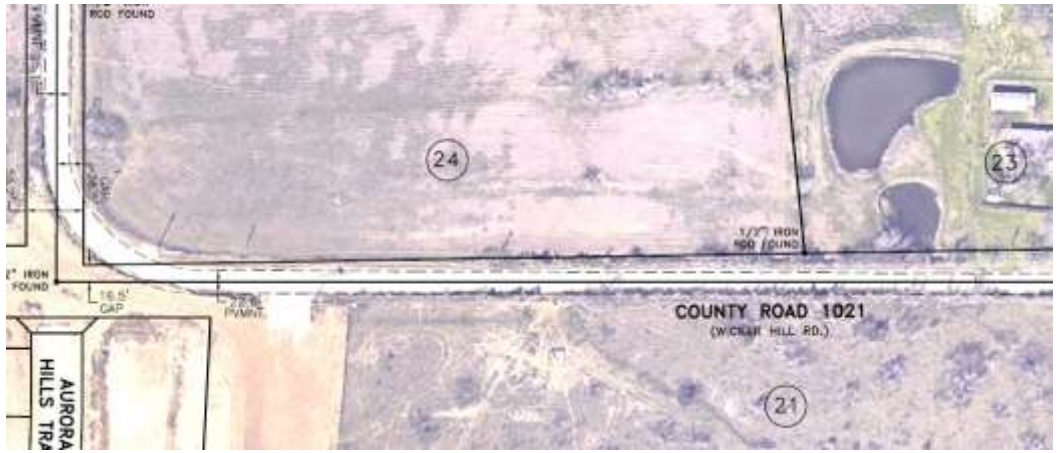
- The Parks at Panchasarp Farms development includes a new Joshua Elementary School site with the development and the school is now moving forward with an estimated opening in the Fall semester of 2027.
- On June 16, 2025 staff introduced the Wicker Hill and Greenridge Improvements Project as an additional consideration for the FY26 CIP.
- The project was not presented in prior CIP updates because coordination on the JISD School was preliminary and was pending their Traffic Impact Analysis and Site Plan submittals to determine what improvements are needed.
- Initial feedback from Council on June 16th was to consider temporary interim solutions until the City can fund the full build out.

Existing Conditions

- There are existing base failures on portions of Wicker Hill that will continue to deteriorate with increased traffic.
- Wicker Hill has an OCI score of 14.60 out of 100 in the City's pavement management model and is considered failed. Full reconstruction is recommended.
- There are three drainage culverts that will need to be addressed to accommodate any expansion.

Existing Conditions

- The average pavement width from Wilshire to the location of the new campus is 20'.
- There are properties along this road that have conflicting deed dedications, and some have no ROW dedication.
- PF Farms will have to dedicate ROW within future platted phase of the development to accommodate any expansion.
- JISD's primary concern is the width of the road for busses and opposing traffic.



Alternatives

1. **Do Nothing**

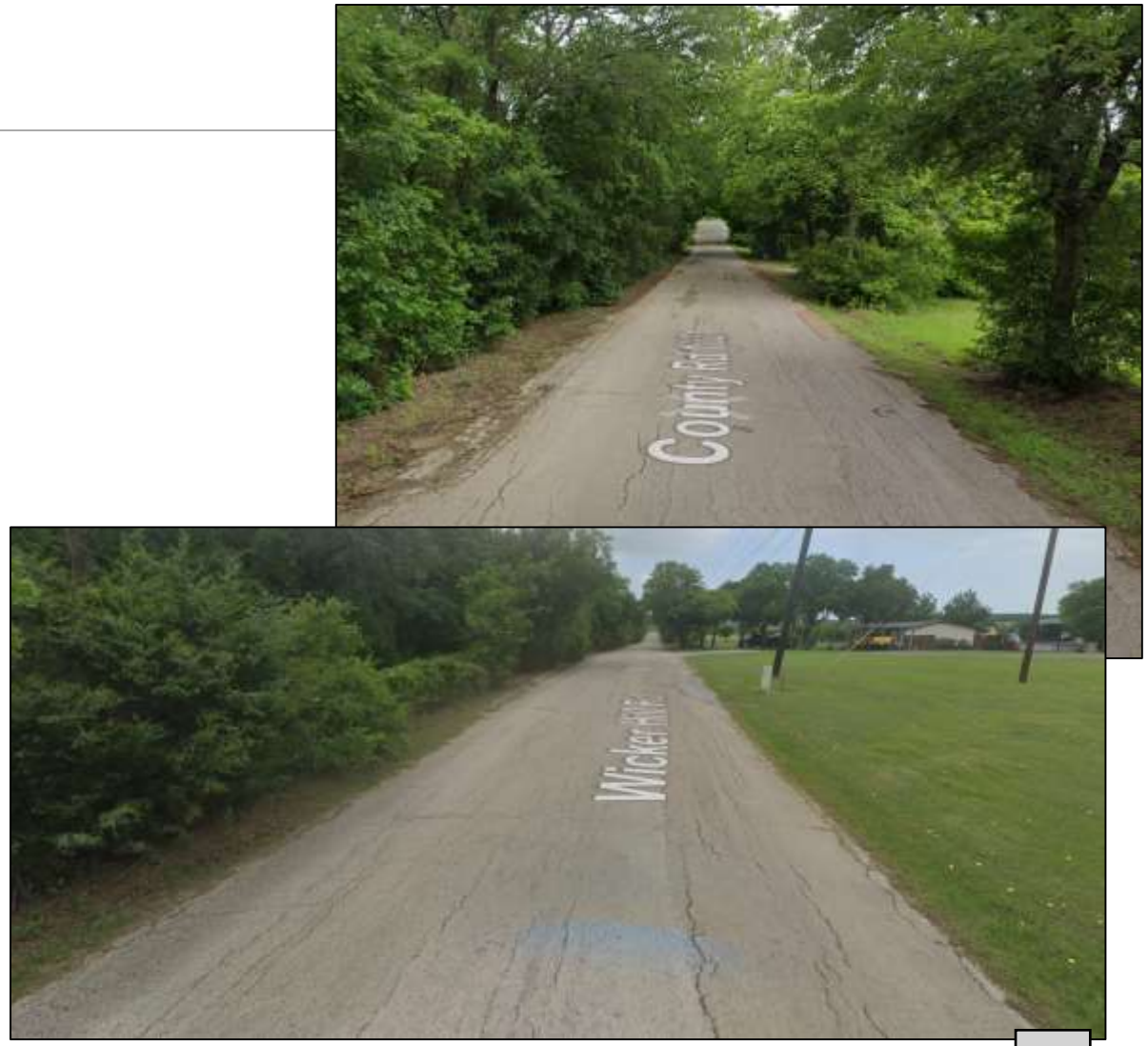
2. **5-10 Year Interim Improvements**
   Estimated Cost $1,400,000

3. **Full Build-Out Capital Improvement**
   Estimated Cost $6,900,000

Alternative 1

Do Nothing

- Existing Wicker Hill Dr. is narrow and in very poor condition. The increase vehicle traffic and bus traffic will be problematic if the road is not improved.
- Increased operations cost for reactive repairs.
- Current OCI score of 14.60 continues to drop towards 0.



478

Alternative 2

5-10 Year Interim Improvements

- The project would include schematic roadway design to establish ROW limits, drainage design, right-of-way acquisition, pulverize-in-place, stabilization, minor widening and repave of 24' roadway.

- Would acquire ultimate ROW for future build-out.

- Would consume the annual Public Works street maintenance budget.

Project Estimate: $1,400,000

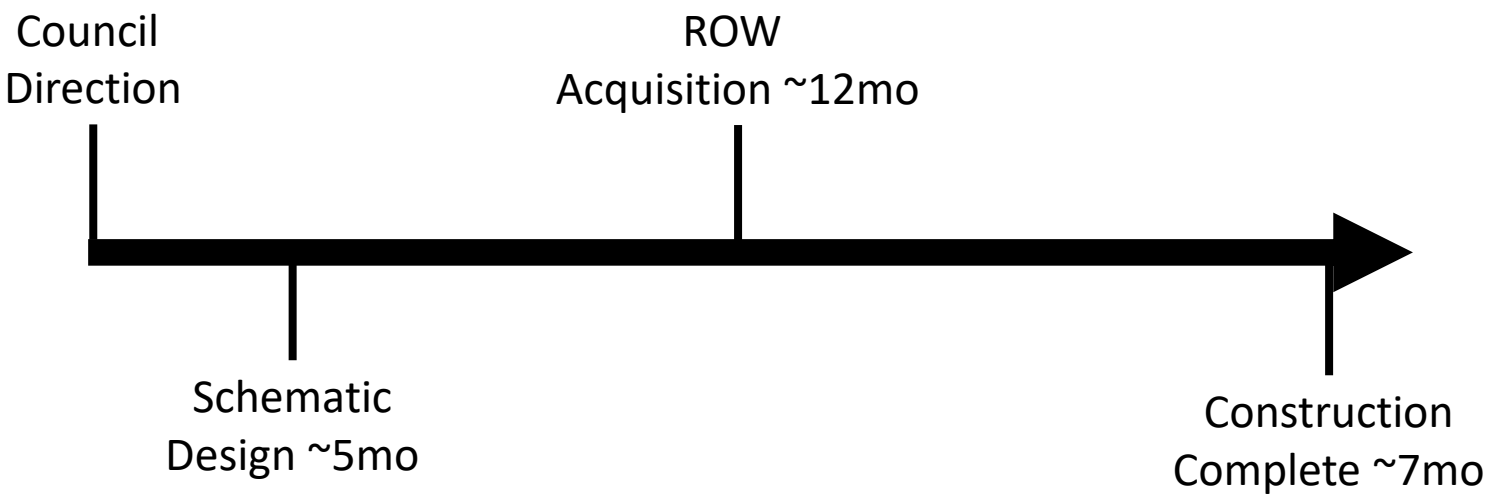
-Schematic Design: $50,000

-ROW Acquisition: $640,000

-Construction: $710,000

Alternative 2

Timeline: 18-24 Months **(After School Projected to Open)**



* Construction would occur during Summer, when school is out, if the school is open prior to construction.

Alternative 3

Full Build-Out Capital Improvement

Project Scope includes right-of-way acquisition and construction of ultimate improvements, including concrete paving, curb, gutter and sidewalks, and storm drainage infrastructure. Does not include traffic signal work or landscaping.

-Pavement Condition (OCI) at 100

Project Estimate: $6,900,000

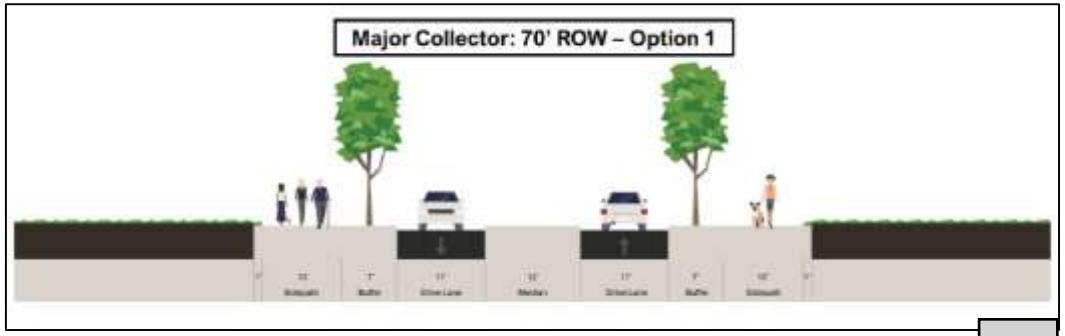
-Design: $560,000

-ROW Acquisition: $640,000

-Construction: $5,700,000

Wicker Hill Cross Section

Greenridge Cross Section



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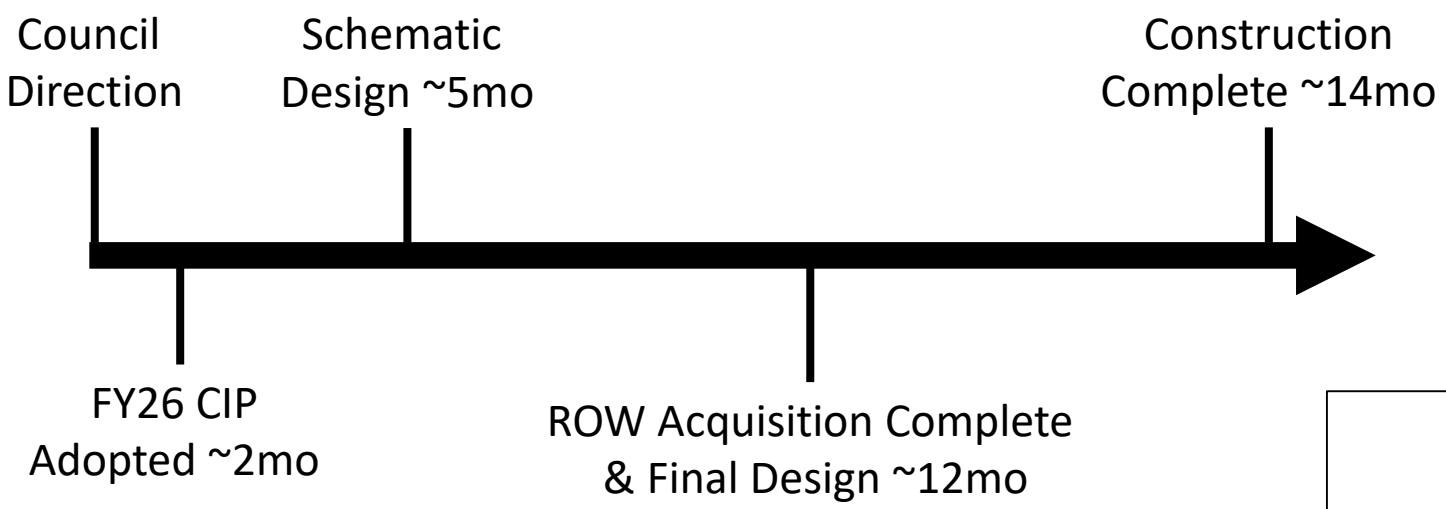
Alternative 3

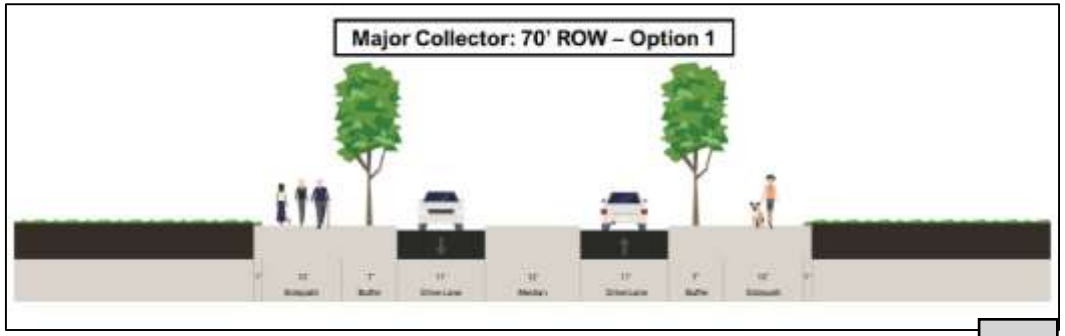
Timeline: 30-36 Months **(After School Projected to Open)**



* Construction would be disruptive to school traffic.

Wicker Hill Cross Section

Greenridge Cross Section

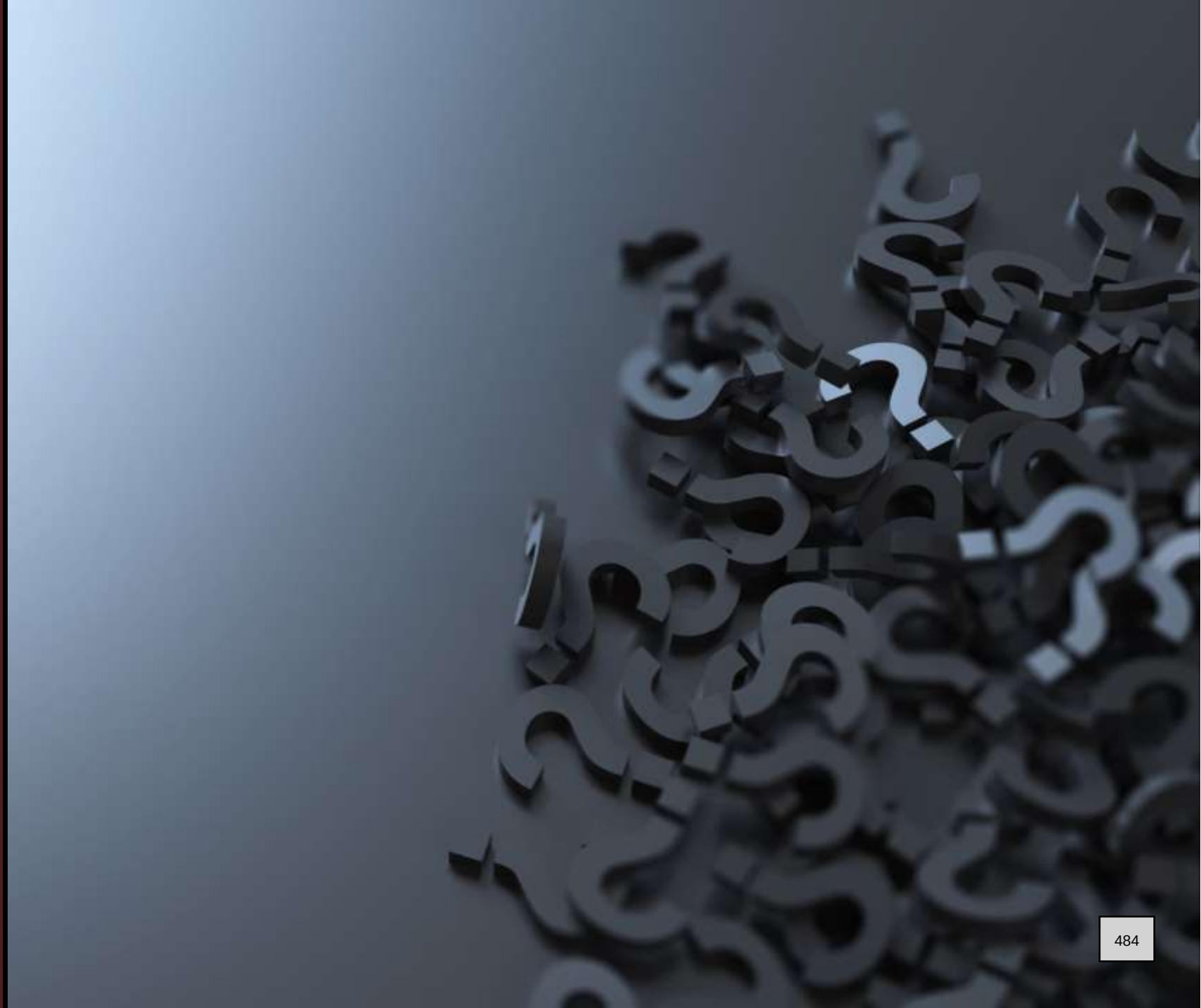


Council Considerations

Staff is seeking direction on which alternative to pursue further:

- Do nothing; or
- Implement the 5-10 Year Interim Improvements; or
- Add the Wicker Hill and Greenridge Reconstruction Project to the CIP, which would require an additional estimated $0.010 increase to the tax rate.

Questions / Comments



City Council Regular Meeting

DEPARTMENT: **Human Resources**

FROM: **Cheryl Marthiljohni, Director of Human Resources**

MEETING: **July 21, 2025**

SUBJECT:
Receive a report, hold a discussion, and provide staff direction on updates identified for the 2025-2026 fiscal year employee handbook. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)

SUMMARY:

Present proposed employee policy handbook revisions for fiscal year 2025-2026.

RECOMMENDATION:

Not Applicable

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

Not Applicable

REFERENCE:

Not Applicable

FISCAL IMPACT:

Included in the overall budget for fiscal year 2025-2026 as presented.

STAFF CONTACT:

Cheryl Marthiljohni
Director of Human Resources
cmarthiljohni@burlesontx.com
817-426-9641

Human Resources
FY25-26 Employee Handbook

Cheryl Marthiljohni, Director of Human Resources
City Council Meeting – July 21, 2025

Annual Policy Review

As part of the budget process, the city has taken a position to also review any updates to the Employee policies on an annual basis. This is an important process to ensure the following:

- Legal requirements
- Align practices with policy
- Maintain competitive position in market
- Provide clear expectations for all employees

Amendments to Policies

The City Manager may make revisions to this policy which do not involve a change in benefits offered or changes which would require an amendment to the City's current "Annual Operating Budget." The City Council must approve all changes involving employee benefits and/or budget amendments. Any new rules or regulations issued supersede these regulations and are fully binding on all employees.

FY25-26 Proposed Policy Revisions

Policy	Proposed Revision
6.3 Sick Leave	Adding a provision that allows the use of an employee's sick time to be used for additional bereavement leave, if needed. Includes allowing employees to take paid sick time if the covered bereavement relationship is outside of the current policy.
6.4 Paid Parental Leave (PPL)	Remove the one year waiting period and update the eligible hours if having less than one year of service to 40 hours (53 for fire shift personnel).
6.7 Military Leave*	For the purposes of calculating the amount of paid military leave of absence for a fire shift employee, a 24-hour work shift constitutes one workday.

* New Law (H.B. 2513) – effective September 1, 2025

THE CITY OF BURLESON TEXAS

FY25-26 Proposed Policy Revisions Continued

Policy	Proposed Revision
6.9 Other	Include Firefighters in existing policy to be eligible for Mental Health Leave like Police Officers and Public Safety Communications. Update language to align Public Safety Communications with the same process for Police Officers.
6.13 Catastrophic Leave	Add language that city will review case by case options for leave outside of the Catastrophic Leave pool if an employee does not have enough time to donate as a member of the pool and a need arises that they meet the criteria otherwise described for a catastrophic leave reason. Update language to include gapping the compensation between short-term or long-term disability benefits and catastrophic leave hours, avoiding doubling benefit time.

Requesting City Manager Approval

- Replace the word “termination” with “separation” through-out the Employee Handbook.
- Discrimination: add statement that city does not condone harassment of any kind to align with language in the Grievance policy statement.
- Probationary Period: add to include that licensed telecommunicators’ probationary period begins after they complete their training plans to align with sworn peace officers and firefighters.
- Nepotism: update to include city will not hire immediate relatives of internal service departments (HR, Finance, IT)
- Weapons: add knives with 5.5 inch specifications as prohibited weapons.
- Cell device: update language to align with current practice.
- Corrective Action: update to add reassignment and retraining as steps or actions that can be taken as part of corrective action.
- Grievance: update current steps in policy to add Deputy City Manager into evaluation of grievance.
- Comp Leave: update that the records are kept in the timekeeping software not staff accountant or HR.
- Inclement Weather: update to align with current practice that non-essential staff may be deemed essential based on event severity and expectation for essential and non-essential to remote work when practical.
- Bereavement: remove language regarding paperwork being completed by HR.
- Voting: add clarification when voting is considered paid time.
- Internship: remove college level language, allowing high school or career and technical students to intern/job shadow. Clarified provision for unpaid internships.
- Compensation: in the event of an employee passing, add language to discontinue use of a final pay beneficiary form and follow state statute regarding final pay and clarifying language for vacation and sick payout when less than 1 and 5 years of service, respectively.
- Travel: remove language referring to petty cash.
- Worker’s Compensation: clarify payments for first responders be offset by temporary income benefits, in essence keeping them whole from a pay perspective, avoiding double payment - same as existing workers’ compensation salary continuation policy.
- Reasonable Accommodation: remove citizen ADA policy since this is an Employee Handbook and add employee-related reasonable accommodation policy aligning with current practice.

Next Steps – Proposed

Timeframe	Component
October 1, 2025	Effective date for updated Employee Handbook

THE CITY OF BURLESON TEXAS

Questions/Comments

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Dylan Whitehead, CBO, Deputy Director of Development Services / Building Official**

MEETING: **July 21, 2025**

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the proposed fee changes for the FY25-26 budget. *(Staff Contact: Dylan Whitehead, Deputy Director of Development Services / Building Official)*

SUMMARY:

The purpose of this item is to review the proposed fee changes for the upcoming FY25-26 budget. The presented changes are related to fees that will impact the General Fund. The final fee schedule will be presented to City Council during the August 11, 2025 meeting.

RECOMMENDATION:

Staff is recommending the Council provide feedback and further direction on the proposed fees.

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

June 18, 2025: The proposed fee changes were presented to the Finance Committee, and a motion was approved to send the item to Council for further discussion .

REFERENCE:

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

Dylan Whitehead
Deputy Director / Building Official
dwhitehead@burlesontx.com
817-426-9631

THE CITY OF BURLESON TEXAS

Fee Schedule Updates

FY 2025-26

Fee Schedule Evaluations

During the budget review, departments assess their current fees to see if they align with market rates. This process also allows for consideration of any new fees for services provided that may currently go uncompensated.

This year the City Manager's Office has requested all departments diligently evaluate this portion of the budget process in an effort to provide options for consideration to offset lost revenue.

Police Department

Alarm Permit Fee: Commercial security alarm permits

Current Rate (updated 5+yrs ago):

Commercial Permit Fee

$75 + $10 per Business Representative over 5 Business Representatives

Proposed Rate:

$100 + $10 per Business Representative over 5 Representatives

City	Fee
Burleson (Current)	$75 with 1 representative
Burleson (Proposed)	$100 with 1 representative
Arlington	$50
Cedar Hill	$100
Cleburne	$50
Coppell	$50
Euless	$125
Fort Worth	$100
Grand Prairie	$50
Hurst	$75
Keller	$25
Mansfield	$100
North Richland Hills	$50
The Colony	$50

Fee	Annual Average	Current Revenue	Proposed Revenue	Estimated Increase
Alarm Permit	75 – 100	$5,625 - $7,500	$7,500 - $10,000	$1,875 - $2,500

Community Services - Library

Large Format Printing: Offering poster size prints

Current Rate :

N/A

Proposed Rate:

$5 / linear foot

($7.50 (18x24), $15 (24x36), $25 (24x60))

*Fee comparison based on a 24x36 poster

	Fee*
Burleson (Current)	$0
Burleson (Proposed)	$15
Vistaprint	$29
FedEx / Kinkos	$35
Staples	$33
Office Depot	$30.99

Fee	Annual Average	Current Revenue	Proposed Revenue	Estimated Increase
Large Print Fee	2 -3 24x36 posters / week	$0	$1,560 - $2,340	$1,560 - $2,340

Development Services - Planning

ETJ Plat Exemption Letter: The purpose of the ETJ Plat Exemption letter is to verify that a property has either previously been platted, is not being subdivided, or the proposed development (i.e., non-dwelling structure, fence, pole barn, etc.) does not trigger the need for a plat or a replat

Current Rate (Updated FY21):

$25 per letter

Proposed Rate:

$50 per letter

*Burleson is the only city with platting authority within Johnson County

ETJ Release Application:

Residents within the ETJ apply for a petition to be released from the city's ETJ

Current Rate:

N/A

Proposed Rate:

$200 / each – Finance Committee's recommendation

$75 / each – Staff's recommendation

City	Fee
Burleson (current)	$0
Burleson (proposed)	$200 each
Arlington	NA
Cedar Hill	NA
Cleburne	$200
Coppell	NA
Euless	$400
Fort Worth	$400
Grand Prairie	NA
Hurst	NA
Keller	NA
Mansfield	$300
North Richland Hills	NA
The Colony	$400

Legal Filing Fees

Current Rate (updated 5+yrs ago):

$50 First Sheet (Small Plats) + $25 per additional sheets

$80 First Sheet (Large Plats) + $25 per additional sheets

Proposed Rate:

$100 First Sheet + $25 per additional sheets

City	Fee
Burleson (current)	$50 1st sheet (small plat) $80 1st sheet (large plat) + $25 additional sheets
Burleson (proposed)	$100 1st sheet + $25 additional sheets
Arlington	County Filing Fee ($150 minimum)
Cedar Hill	NA
Cleburne	NA
Coppell	Applicant Files
Euless	NA
Fort Worth	County Filing Fee
Grand Prairie	$250 (transportation & Filing)
Hurst	NA
Keller	Applicant Files
Mansfield	Incorporated into Plat Fee
North Richland Hills	$46 1st Sheet (Small Plat) $67 1st Sheet (Large Plat) + $4 additional sheets
The Colony	NA

Municipal Utility / Municipal Management District Application

Current Rate:

N/A

Proposed Rate:

$4,000 / each – (non-refundable)

*Not a comparable city

City	Fee
Burleson (current)	$0
Burleson (proposed)	$4,000
Austin*	$12,803.40
Cedar Hill	NA
Cleburne	NA
Coppell	NA
Denton*	$14,339
Fort Worth	$16,875
Grand Prairie	NA
Hurst	NA
Keller	NA
Mansfield	NA
North Richland Hills	NA
The Colony	NA

Public Improvement District Application

Current Rate:

N/A

Proposed Rate:

$2,000 / each – (non-refundable)

*Not a comparable city

City	Fee
Burleson (current)	$0
Burleson (proposed)	$2,000
Austin*	$8,610
Cedar Hill	$3,000
Cleburne	NA
Coppell	NA
Euless	NA
Fort Worth	NA
Grand Prairie	NA
Hurst	NA
Keller	NA
Mansfield	NA
North Richland Hills	NA
The Colony	NA

Fee	Annual Average	Current Revenue	Proposed Revenue	Estimated Increase
ETJ Plat Exemption Letter	120	$3,000	$6,000	$3,000
ETJ Release Application	56	$0	$11,200	$11,200
Legal Filing Fees	45 (plats)	$4,000	$5,000	$1,000
Municipal Utility or Management District	2 (0 formal submittals)	$0	$8,000	$8,000
Public Improvement District Fee	2	$0	$4,000	$4,000

Development Services – Permits & Inspections

Commercial One-Trade Permits: Mechanical, Electrical and Plumbing work not included in a larger project

Current Rate (updated FY22):

$50 $0 - $2,500 valuation

$70 $2,501 - $ 10,000 valuation

$75 + $10 / $2,500 over $10,000 valuation

Proposed Rate:

$75 $0 - $2,500 valuation

$105 $2,501 – $10,000 valuation

$112.50 + $15 / $2,500 over $10,000 valuation

*Permit Fee based on an average valuation of $32,000
**Fee rates vary based on scope of work + permit base fee
([a]): permit fees are based on valuation of work

City	Permit Fee*
Burleson[a] (current)	$163.00
Burleson[a] (proposed)	$244.50
Arlington	$75 (Base Fee)**
Cedar Hill	$452
Cleburne	$22 (Base Fee)
Coppell	$80
Euless	$120
Fort Worth	$31.50 (Base Fee)**
Grand Prairie	$50
Hurst	$60 (Base Fee)**
Keller	$75
Mansfield	$75
North Richland Hills[a]	$404.10
The Colony[a]	$320

Commercial Foundation Only

Permit: Commercial projects request for a foundation permit while working through the permit for the entire building

Current Rate:

$75

Proposed Rate:

$250

*Staff was unable to find a comparable fee with comp cities

Fee	Annual Average	Current Revenue	Proposed Revenue	Estimated Increase
Commercial One-Trade Permit	100	$20,000	$30,000	$10,000
Commercial Foundation Only	1 - 2	$75 - $150	$250 - $500	$175 - $350

Development Services – Development Engineering

Construction Plan Review: Review of proposed public facilities associated with private developments, including private streets and associated drainage

	Current Fees	Proposed Fees
	10% (residential) or 20% (commercial / industrial) of review fee paid at time of submittal with balance due prior to Notice to Proceed for Public Improvements	Review Fee due at time of submittal
Residential	$500 + (($87.98 / hour x 4.28 hours) x # of lots	$500 + (($90.62 / hour x 4.28 hours) x # of lots)
Commercial	$500 + (($87.98 / hour x 3.44 hours) x # of acres (up to 15 acres)	$500 + (($90.62 / hour x 4.12 hours) x # of acres (up to 15 acres)

Construction Inspection : Inspection of proposed public facilities associated with private developments, including private streets and associated drainage – 3% increase in fees to account for staff overhead increases

	Current Fees	Proposed Fees
	$500 + sum of following fees	$1,000 + sum of following fees
Water Line	$0.88 / linear foot	$0.91 / linear foot
Sewer Line	$0.88 / linear foot	$0.91 / linear foot
Storm Sewer	$1.32 / linear foot	$1.36 / linear foot
Roadway Paving (Paving & Private)	$1.14 / square yard	$1.17 / square yard
Sidewalk / Trails	$2.79 / square yard	$2.87 / square yard
Handicap Ramps	$28.39 each	$29.24 each
Water and Sewer Services	$17.39 each	$17.91 each
Sewer Manholes	$37.26 each	$37.38 each
Storm Manholes / Inlets	$37.26 each	$37.38 each
Lift Stations	$1,242 each	$1,279.26 each
Traffic Signal	NA	$831.51 / leg

Construction Inspection : Inspection of proposed public facilities associated with private developments, including private streets and associated drainage – 3% increase in fees to account for staff overhead increases

	Current Fees	Proposed Fees
Public Infrastructure not Listed (includes private storm infrastructure associated with roadway and private detention ponds)	$49.68 / hour (estimated prior to Notice to Proceed for Public Improvements)	$51.17 / hour (estimated prior to Notice to Proceed for Public Improvements)
Final Inspections (actual fee to be determined at time of walk-thru)	$49.68 / hour (two hour minimum)	$51.17 / hour (two hour minimum)

Right-of-Way Encroachment – Public Sidewalk and Parking

April 15, 2024 - The City Council amended Chapter 70, Use of Streets and Sidewalks to include the additional requirements for request to utilize public sidewalk and parking, including Old Town specifically.

Additional requirements include the following:

- Copy of deed for property adjacent to public sidewalk, parking or ROW
- Insurance
- Schematic design completed by an architect or engineer
- Use of the roadway will not be allowed
- City Council approval

Additional staff time required for coordination and preparation for council

The approved amendment increased the fee from $250 to $525 for these requests

Sign Installation: Currently, city staff is responsible for the installation of all public street signs and poles for developments at an estimated cost of $300 - $350 per pole

Current Rate :

$250 per pole

Proposed Rate:

City Installation $700 / pole

Finance Committee's recommendation

$350 / pole – staff recommendation

Developer Installation $0

City	Responsibility
Burleson (current)	City - $250 / per pole
Burleson (proposed)	City - $700 / per pole, Developer - $0
Arlington	Developer
Cedar Hill	City - $250 / set
Cleburne	City
Coppell	Developer
Euless	No Fee Found
Fort Worth	No Fee Found
Grand Prairie	City - $250 / street marker
Hurst	No Fee Found
Keller	Developer
Mansfield	City
North Richland Hills	Developer
The Colony	No Fee Found

Traffic Impact Analysis: An in-depth investigation of traffic flow and conditions related to a proposed development

Current Rate (updated FY24):

$1,400.00

Proposed Rate:

$1,000 application fee (due at submittal) +

Cost of Consultant Review – Finance Committee's recommendation

$1,500.00 (first two reviews), $500 per additional review – staff recommendation

Development	Cost to City	Completed / Ongoing
Holy Cross Christian Academy	$1,260.00	Completed
Crunch Fitness	$2,275.00	Completed
Shannon Creek Commercial	$2,207.50	Completed
Joshua ISD	$3,602.50	Ongoing
Chisholm Summit	$1,787.5**	Completed

* Averaged 3 review cycles

**Partial cost reported – spanned multiple fiscal years

Flood Study Reviews

Current Rate (updated 5+ yrs ago):

$1 per foot of reach length ($2,000 minimum)

Proposed Rate:

$1,000 application fee (due at submittal) +

Cost of Consultant Review – Finance Committee's recommendation

$3,000 (first two reviews), $1,000 per additional review – staff recommendation

*This fee goes towards the cost to the city for a third-party review

Development	Cost to City	Completed / Ongoing
BKV Midstream	$3,181.00	Completed
Quil Miller Floodplain Violation	$1,844.00	Ongoing
Alta Vista Ph 3	$3,755.84	Completed
LDS Detention Study	$2,862.28	Completed
Christ Chapel Church	$723.46	Completed
Reed Park Detention	$2,968.03	Completed
East Park Properties	$5,915.48	Completed
Bear Ridge Residential	$4,670.05	Completed
Burleson RV Park	$4,341.63	Completed

* Averaged 3- 4 review cycles (included meetings)
**Fees collected for all studies listed above were $2,000.00 each

Includes private developments, city CIP projects, and floodplain violations

Fee	Annual Average	Current Rate	Proposed Rate	Estimated Increase
Flood Study	9	$18,000	$39,261.77	$21,261.77
Traffic Study	5	$7,000	$16,132.5	$9,132.50
Sign Installation	30	$7,500	$21,000	$13,500
Total		$32,500	$76,394.27	$43,894.27

Fire Inspection Fees

BURLESON FIRE / EMS

COMMUNITY RISK REDUCTION DIVISION

BURLESON FIRE MARSHAL'S OFFICE

Functional Areas

- **FIRE ENGINEERING**
- **FIRE CODE ENFORCEMENT**
- **EMERGENCY RESPONSE**
- **EDUCATION AND OUTREACH**

FIRE MARSHAL

- *Administrator of TCOLE Agency*
- *Fire Code Interpretation*
- *Commercial Plan Review*
- *Permitting*
- *Open Records*
- *Development Assistance Committee*
- *Social Media Mgr.*
- *City Event Coordinator*

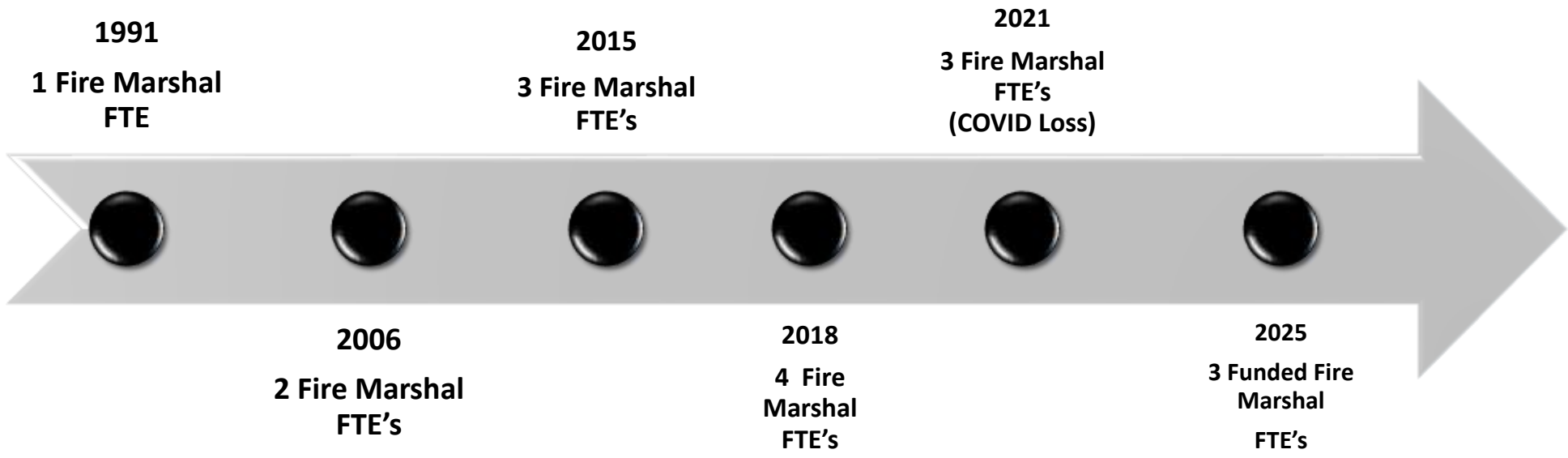
INVESTIGATOR/INSPECTOR (SWORN ENGINEER)

- *General Fire Code*
- *Fire Alarm*
- *Fire Sprinklers*
- *Fire Investigation (Non Criminal)*
- *Fire Code Complaints*
- *Annual Business Inspections*
- *Phased Commercial Inspections*
- *After-Hours On Call Investigator*

ARSON INVESTIGATOR/INSPECTOR (SWORN ENGINEER & PEACE OFFICER)

- *New Years Eve Fireworks Detail*
- *Fire Investigation Arson*
- *4th of July Fireworks Detail*
- *Tactical Paramedics for Police SWAT*
- *Drowning Prevention Coalition*
- *BISD Events EMS Coverage*
- *Hands-Only CPR*
- *Stop the Bleed*
- *Junior Fire Academy*
- *Save a Life Saturday*
- *Super Safety Saturday*
- *Off-Duty Staffing*

Fire Marshal Office - Personnel



Fire Inspections

32 cities / agencies were sampled

11 have no fees associated with inspections

21 had fees assigned in some manner:

- 10 used a tiered fee structure per square footage for inspections
- 8 only charged for re-inspection after a failed inspection
- 2 used a flat-rate per inspection

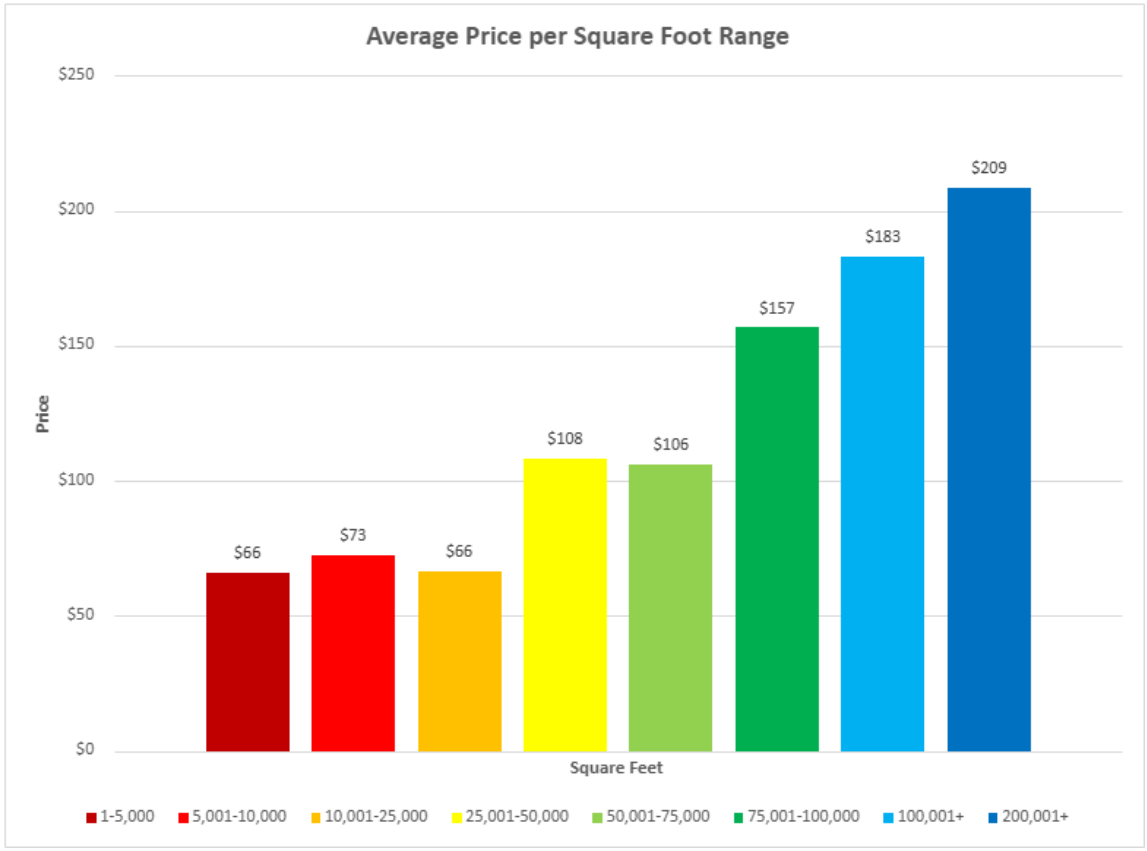
Fire Inspection Fee Analysis

32 cities / agencies were sampled

11 have no fees associated with inspections

21 had fees assigned in some manner:

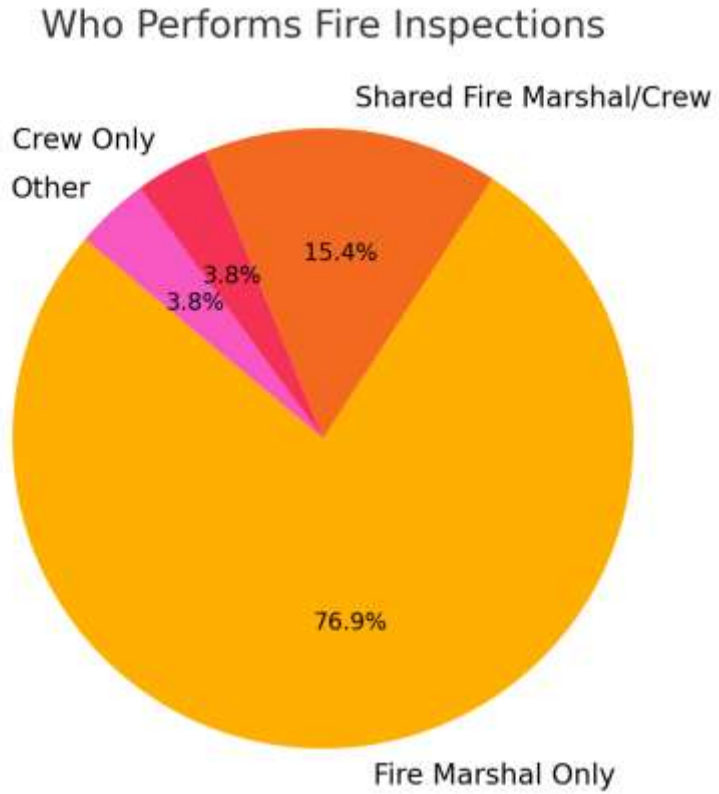
- 10 used a tiered fee structure per square footage for inspections
- 8 only charged for re-inspection after a failed inspection
- 2 used a flat-rate per inspection



Fire Inspection Responsibility Summary

This chart summarizes who is responsible for conducting commercial fire inspections in the sampled cities:

- 77% rely solely on the Fire Marshal's Office.
- 15% share responsibility between on-shift fire crews and the Fire Marshal's Office.
- 4% rely only on on-shift fire crews.
- 4% use a conditional or mixed approach based on staffing or building type.



32 Total Sampled Cities / Agencies

1	Arlington
2	Azle
3	Bedford
4	Belton
5	Cedar Hill
6	Cleburne
7	Colleyville
8	Coppell
9	Crowley
10	Dallas
11	Dallas County

12	Decatur
13	Denton County
14	Euless
15	Ft Worth
16	Grand Prairie
17	Grapevine
18	Haltom City
19	Hood County
20	Hurst
21	Keller
22	Kennedale

23	Mansfield
24	Mesquite
25	Midlothian
26	North Richland Hills
27	Princeton
28	Tarrant County
29	The Colony
30	Windcrest
31	Wylie
32	Waxahachie

Burleson Comparable Cities

	Burleson Comparable City List	Annual Inspection Performed (Yes/No)	Division Performing Inspections	Fire Crew Level of Performance (Minimum/Moderate/High)	Re-Inspections Performed by Fire Crew (YES/No)	Fees Charged
1	Arlington	YES	Fire Marshal	N/A	No	Yes
2	Cedar Hill	YES	Fire Marshal & Fire Crews	Moderate	Yes	Yes
3	Cleburne	YES	Fire Marshal	N/A	No	Yes
4	Coppell	YES	Fire Marshal	N/A	No	No
5	Euless	YES	Fire Marshal	N/A	No	No
6	Ft Worth	YES	Fire Marshal	N/A	No	Yes
7	Grand Prairie	YES	Fire Marshal	N/A	No	No
8	Hurst	YES	Fire Marshal	N/A	No	No
9	Keller	YES	Fire Marshal & Fire Crews	High	Yes	No
10	Mansfield	YES	Fire Marshal	N/A	No	No
11	North Richland Hills	YES	Fire Marshal	N/A	No	No
12	The Colony	YES	Fire Marshal	N/A	No	No

Texas Fire Chief's Association Comparable Cities

	Texas Fire Chiefs Assoc. List	Annual Inspection Performed (Yes/No)	Division Performing Inspections	Fire Crew Level of Performance (Minimum/Moderate/High)	Re-Inspections Performed by Fire Crew (YES/No)	Fees Charged
1	Azle	YES	Fire Marshal	N/A	No	Yes
2	Bedford	YES	Fire Marshal	N/A	No	Yes
3	Belton	NO	Fire Marshal	N/A	No	No
4	Colleyville	NO	Fire Marshal & Fire Crews	High	Yes	No
5	Crowley	NO	Fire Marshal	N/A	No	No
6	Dallas	YES	Fire Marshal	N/A	No	Yes
7	Dallas County	YES	Fire Marshal	N/A	No	Yes
8	Decatur	NO	Fire Marshal	N/A	No	No
9	Denton County	YES	Fire Marshal	N/A	No	Yes
10	Grapevine	NO	Fire Marshal	N/A	No	No
11	Haltom City	YES	Fire Marshal	N/A	No	No
12	Hood County	NO	Fire Marshal	N/A	No	No
13	Kennedale	NO	Fire Marshal	N/A	No	No
14	Mesquite	YES	Fire Marshal	N/A	No	Yes
15	Midlothian	YES	Fire Marshal & Fire Crews	Moderate	Yes	No
16	Princeton	NO	Fire Marshal & Fire Crews	Moderate	Yes	No
17	Tarrant County	YES	Fire Marshal	N/A	No	Yes
18	Windcrest	YES	Fire Marshal	N/A	No	Yes
19	Wylie	YES	Fire Marshal	N/A	No	Yes
20	Waxahachie	YES	Fire Marshal	N/A	No	No

Proposed Fee Structure

Annual Inspections			
	TYPE	**SIZE/UNIT**	**UNIT COST**
A.	Commercial/Public	1-6,000 Sq. Ft.	$ 50.00
B.	Commercial/Public	6,001-25,000 Sq. Ft.	$ 75.00
C.	Commercial/Public	25,001-50,000 Sq. Ft.	$ 100.00
D.	Commercial/Public	50,001-100,000 Sq. Ft.	$ 125.00
E.	Commercial/Public	100,001-250,000 Sq. Ft.	$ 175.00
F.	Multi-Family Residents	Per Building	$ 50.00
G.	Re-Inspections (After 2nd Re-Inspection)	n/a	50% of Total Cost
H.	Re-Inspections (3rd Re-Inspection)	n/a	75% of Total Cost
I.	Re-Inspections (4th or more Re-Inspection)	n/a	100% of Total Cost

Note: As presented to the Finance Committee 06/18/25

Alternate Fee Structure

Annual Inspections			
	TYPE	**SIZE/UNIT**	**UNIT COST**
A.	Commercial/Public	1-6,000 Sq. Ft.	$ 50.00
B.	Commercial/Public	6,001-25,000 Sq. Ft.	$ 75.00
C.	Commercial/Public	25,001-50,000 Sq. Ft.	$ 100.00
D.	Commercial/Public	50,001 & Above Sq. Ft.	$ 200.00
F.	Multi-Family Residents	Per Building	$ 50.00
G.	Re-Inspections (After 2nd Re-Inspection)	n/a	50% of Total Cost
H.	Re-Inspections (3rd Re-Inspection)	n/a	75% of Total Cost
I.	Re-Inspections (4th or more Re-Inspection)	n/a	100% of Total Cost

Note: Finance Committee provided the suggested change with respect to "D" (S.F. >50K @ $200) to help simplify the rate structure

Comparative Fees

City	Inspection	Type Structure	Size Sq. Ft.	Fee Applied
Arlington	Annual	Commercial	6,000	$ 45.00
Azle	Annual	Commercial	6,000	$ 35.00
Cleburne	Annual	Commercial	6,000	$ 25.00
Bedford	Annual	Commercial	6,000	$ 55.00
Burleson	Annual	Commercial	6,000	$ 50.00
Fort Worth	Annual	Commercial	6,000	$ 60.00

Estimated Annual Inspection Revenue

Est. Annual Inspections: ***1,920***

Count	Fee Description	Fee Type	Fee Variables	Proposed Fees $	% of Inspections	Collections $
1	Commercial/Public Fire Inspections	Operational	1-6,000 SQ FT.	50.00	82%	78,720
2	Commercial/Public Fire Inspections	Operational	6,001-25,000 SQ FT.	75.00	15%	21,600
3	Commercial/Public Fire Inspections	Operational	25,0001-50,000 SQ FT.	100.00	1%	1,920
4	Commercial/Public Fire Inspections	Operational	50,001-100,000 SQ FT.	125.00	1%	2,400
5	Commercial/Public Fire Inspections	Operational	100,001-250,000 SQ FT.	175.00	1%	3,360
6	Multi Family/Residence Fire Inspections	Operational	PER BUILDING	50.00	**100%**	**$ 108,000**

Note: As presented to the Finance Committee 06/18/25

Alternate Annual Inspection Revenue

Est. Annual Inspections: ***1,920***

Count	Fee Description	Fee Type	Fee Variables	Proposed Fees $	% of Inspections	Collections $
1	Commercial/Public Fire Inspections	Operational	1-6,000 Sq. Ft.	50.00	82%	78,720
2	Commercial/Public Fire Inspections	Operational	6,001-25,000 Sq. Ft.	75.00	15%	21,600
3	Commercial/Public Fire Inspections	Operational	25,0001-50,000 Sq. Ft.	100.00	1%	1,920
4	Commercial/Public Fire Inspections	Operational	50,001 and Above Sq. Ft.	200.00	2%	7,680
5	Multi Family/Residence Fire Inspections	Operational	PER BUILDING	50.00	**100%**	**$ 109,920**

Note: Finance Committee provided the suggested change with respect to #4 (S.F. >50K @ $200) to help simplify the rate structure

Fee Schedule Evaluations

- The aforementioned fees were presented to the Finance Committee and are associated with the General Fund only.
- The following proposed fees are from other funds and are focused on improving cost recovery and/or consolidating the city fee schedule.

Administrative Services - Utility Customer Services

Administrative Changes

Credit card processing fee is currently listed as 3.75% or a minimum of $3.50 per payment

The actual minimum is $2.50 – propose updating the wording to reflect this correction

Propose listing two separate credit card processing fees:

- In person or online: 3.75% or a minimum of $2.50
- Over the phone (IVR): 3.75% or a minimum of $2.50 + IVR Fee

The Interactive Voice Response (IVR) fee is a direct charge from the software vendor but not currently in the fee schedule and staff recommends to add a $0.50 per phone transaction

Propose to add a ‘Solid Waste’ section to the Fee Schedule

- Solid Waste franchise application fee: $75 (currently listed in the CMO section)
- Solid Waste Franchise Fee (Commercial Haulers): 8% of gross collection revenue, remitted quarterly

Parks and Recreation - Golf

Golf Green Fee:

Current Rate :

$55 (Maximum)

Proposed Rate:

$62 (Maximum)

*Maximum fee will not change until planned improvements for FY25 / 26 are implemented

Public Works – Water & Wastewater Meter / Tap Fees

FEE/RATE CHANGE FOR BUDGET YEAR FY2025/2026

The following two slides list various meter and tap fees paid by developers / contractors who are connecting to the city's public water system. Revenue from these fees is purely demand-driven as they are only charged when a connection is established or modified, generally as a result development / redevelopment.

Cost Recovery Objective:

The proposed fees represent full cost recovery. Fees at less than full cost recovery represent subsidies to the private development/redevelopment funded by Water/Wastewater ratepayers. The proposed fees reflect significant labor and materials cost increases over the past five years that have not been passed on.

Benchmarking Within the Region:

Many smaller municipalities in the region do not publish tap fees to the degree of detail that Burleson does and instead require contractors / developers to obtain quotes from the respective city for the connection / modification needed. This is due in part to potentially large variations in cost based on depth of utility lines, whether in concrete or asphalt pavement, and volatile markets for materials (such as meters, brass, etc.). Individual cities decide the extent to which their fees are set to recover costs.

FEE/RATE CHANGE FOR BUDGET YEAR FY2025/2026

Description	Current Fee	Proposed Fee	Increase
5/8” Meter Set	$ 295.59	$ 351.42	$ 55.83
5/8” Meter, Dig Out, and U-branch	$ 415.80	$ 573.93	$ 158.13
5/8” Tap, Meter, and Box in Easement*	$ 1,379.88	$ 2,793.23	$ 1,413.35
1” Meter Set	$ 385.54	$ 480.34	$ 94.80
1” Tap, Meter, and Box in Easement*	$ 1,458.53	$ 2,934.21	$ 1,475.68
1 ½” Positive Displacement Meter Set	$ 578.75	$ 707.80	$ 129.05
1 ½” Turbine HPT Meter Set	$ 835.77	$ 1,063.49	$ 227.72
1 ½” Tap, Positive Displacement Meter, and Box in Easement*	$ 2,204.33	$ 3,980.63	$ 1,776.30
1 ½” Tap, Turbine HPT Meter, and Box in Easement*	$ 2,601.35	$ 4,336.32	$ 1,734.97
2” Positive Displacement Meter Set	$ 749.10	$ 952.65	$ 203.55
2” Turbine HPT Meter Set	$ 850.32	$ 1,063.49	$ 213.17
2” Mach 10 (compound) Meter Set	$ 1,711.32	$ 2,493.40	$ 782.08
2” Tap, Positive Displacement Meter, and Box in Easement*	$ 2,314.90	$ 4,225.48	$ 1,910.58

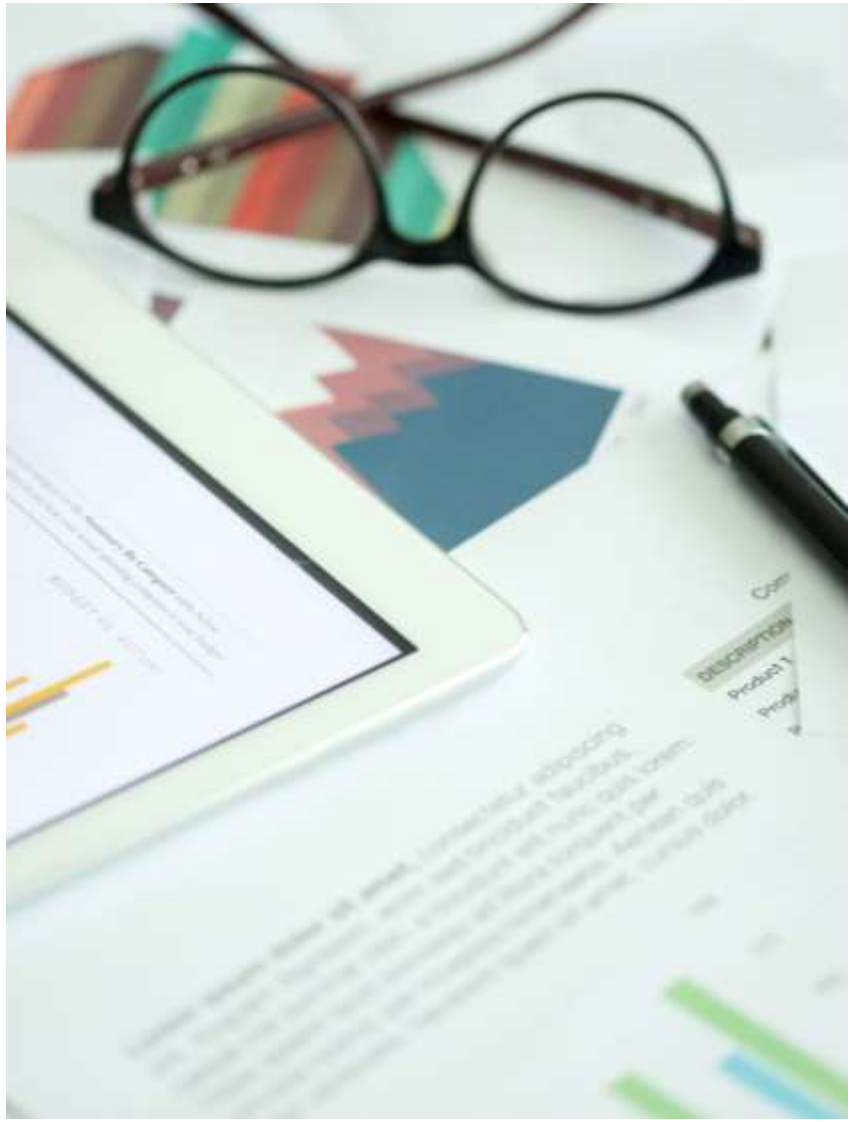
*Pavement work is in addition to fee listed above – contact Public Works for quote approved by Public Works Director or designee

FEE/RATE CHANGE FOR BUDGET YEAR FY2025/2026

Description	Current Fee	Proposed Fee	Increase
2” Tap, Turbine HPT Meter, and Box in Easement*	$ 2,416.12	$ 4,336.32	$ 1,920.20
2” Tap, Mach 10 (Compound), and Box in Easement*	$ 3,277.12	$ 5,766.23	$ 2,489.11
3” Tap, Meter, and Box in Easement*	Contact Public Works for Quote**	Contact Public Works for Quote**	N/A
4” Tap, Meter, and Box in Easement*	Contact Public Works for Quote**	Contact Public Works for Quote**	N/A
Relocate 5/8” Meter ≤ 12 feet (> 12 feet: contact Public Works for Quote**)	$ 201.00	$ 549.60	$ 348.60
Relocate 1” Meter ≤ 12 feet (> 12 feet: contact Public Works for Quote**)	$ 215.00	$ 561.66	$ 346.66
Pull Meter	$ 10.00	$ 87.35	$ 77.35
Double Meter Box	$ 30.50	$ 148.07	$ 117.57
1 ½ and 2” Meter box	$ 217.00	$ 277.93	$ 60.93
Automatic Flush Valve	$ 1,000.00	$ 1,505.22	$ 505.22
4” Sewer Tap in Easement*	$ 985.41	$ 2,344.52	$ 1,359.11
4” Sewer Tap in Pavement*	$ 866.00	$ 2,344.52	$ 1,478.52

*Pavement work is in addition to fee listed above – contact Public Works for quote approved by Public Works Director or designee

**Quotes to be approved by Public Works Director or Designee



FEE/RATE CHANGES FOR BUDGET YEAR FY2025/2026

Revenue from these fees is purely demand-driven as they are only charged when a connection is established or modified, generally as a result development / redevelopment.

Anticipated Annual Revenue Impact:

Current fees are estimated to generate approximately $45k in revenue this year

Proposed fees are projected to generate an additional $33k for a projected total annual revenue in FY25-26 of $78k

Council Direction

Staff is seeking direction on which identified fees the Council believes should be increased or incorporated into the fee ordinance.

On June 18, 2025 the Finance Committee was presented the proposed fees and recommended that they be presented to the full City Council.

The final fee schedule will be presented in August for consideration.

Questions / Comments

Dylan Whitehead
Deputy Director of Development Services
Building Official
Dwhitehead@burlesontx.com
817-426-9631

City Council Regular Meeting

DEPARTMENT: **Fire/EMS**

FROM: **Casey Davis, Fire Chief**

MEETING: **July 21, 2025**

SUBJECT:

Receive a report, hold a discussion, and provide recommendations to the city council on Fire Billing Services. *(Staff Contact: Casey Davis, Fire Chief)*

SUMMARY:

Emergicon, the current vendor managing ambulance billing for Burleson Fire/EMS, has recently launched a specialized division called Emergifire, which focuses exclusively on fire service billing. Many insurance carriers include coverage for fire department service charges, particularly those related to fire incidents, motor vehicle accidents, hazardous materials cleanup, and other emergency responses. Many fire departments such as ours lack the administrative capacity or dedicated personnel to pursue these insurance reimbursements, especially for commercial and industrial incidents. As a result, valuable opportunities to recover costs are often lost.

Emergifire offers a billing solution specifically designed for Texas fire departments to recover expenses associated with these services. Burleson Fire/EMS previously participated in a similar billing program years ago and experienced some early success before the program was discontinued. We are now recommending that Council consider re-engaging in this model to support the department's long-term financial sustainability.

As part of this proposal, Council has the ability to establish specific policy parameters to ensure the fire service billing program aligns with the values and expectations of the Burleson community. Options for consideration include limiting billing strictly to insurance companies, ensuring that no individual or business would ever receive a direct bill, and prohibiting the use of third-party collections under any circumstances. The primary intent of implementing this program is to create a responsible and sustainable cost recovery mechanism, not to generate revenue, by capturing reimbursement through existing insurance provisions. This approach allows the City to recover costs for fire and rescue services while maintaining a compassionate, transparent process that protects our residents and local businesses.

RECOMMENDATION:

Staff recommends delivering a formal presentation to City Council to consider implementing a new fire service billing program.

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

List date and description of any prior action related to the subject

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

Revenue: Emergifire revenue estimation $145,000.00

STAFF CONTACT:

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

Fire Response Cost Recovery

PRESENTED TO COUNCIL: JULY 21, 2025

- ***This Fire Response Cost Recovery proposal was presented to the Finance Committee on June 18, 2025. The Committee was receptive to the concept and expressed support for the initiative. Their formal recommendation was to move the proposal forward to the full City Council for consideration and feedback.***

- With the City facing increasing costs and decreasing revenues with the goal to maintain a high level of services to the City it's more important than ever to pursue every service charge recovery available -

- The Fire Department completed an in-depth review of operations and trends associated with peer city's to develop options to enhance our revenue stream -

- Some Insurance Carriers include fire department service charge recovery clauses in their policies to help pay for costs related to fire incidents and first response -

- Our department does not have the processes or staffing levels in place to identify and pursue reimbursable claims for incidents -

EMERGIFIRE – Emergency Response Billing

- ***Burleson Fire/EMS currently partners with EMERGICON for EMS billing and financial collection of payments***

EMERGIFIRE – Emergency Response Billing

- ***EMERGIFIRE (Division of EMERGICON) helps fire departments shift more cost burden away from tax payers by pursuing insurance reimbursements for services***

- ***The process does move from a direct taxing model with a potential for an increase with insurance premiums***

EMERGIFIRE – Insurance Premium Impacts

- *To date, there are no formal case studies that specifically isolate the effect of fire response billing on insurance premiums.*
- *Premiums are typically influenced by the incident itself- such as a vehicle crash, fire, or hazardous spill – not the associated cost billed by the fire department.*
- *Premiums are based on events, not fees. Insurance underwriting looks at the overall claim (property damage, injuries, liability), and the involvement of emergency services is already factored into that risk. Whether or not the fire department bills for services, does not affect how the claim is scored.*
- *Fire billing is treated as a claim line-item. From the carrier's perspective, these charges are like towing, cleanup, or other post-incident services that are bundled into the overall claim cost.*
- *Many municipalities across Texas have successfully implemented billing for fire services without seeing any reported increases in resident premiums as a result. These programs have been operating for years, and there have been no insurers push back based on billing practices alone.*

EMERGIFIRE – Billing Policy

- *Council has the ability to establish specific policy parameters to ensure the fire service billing program aligns with the values and expectations of the Burleson community*

- *Options for consideration include limiting billing strictly to insurance companies, ensuring that no individual or business would ever receive a direct bill, and prohibiting the use of third-party collections under any circumstances*

What Costs Can Be Recovered

- Motor Vehicle Incidents
- Structure Fires
- Vehicle Fires
- Equipment Fires
- Hazardous Material Incidents
- Industrial/Commercial Incidents

Other Cities Served by EMERGIFIRE

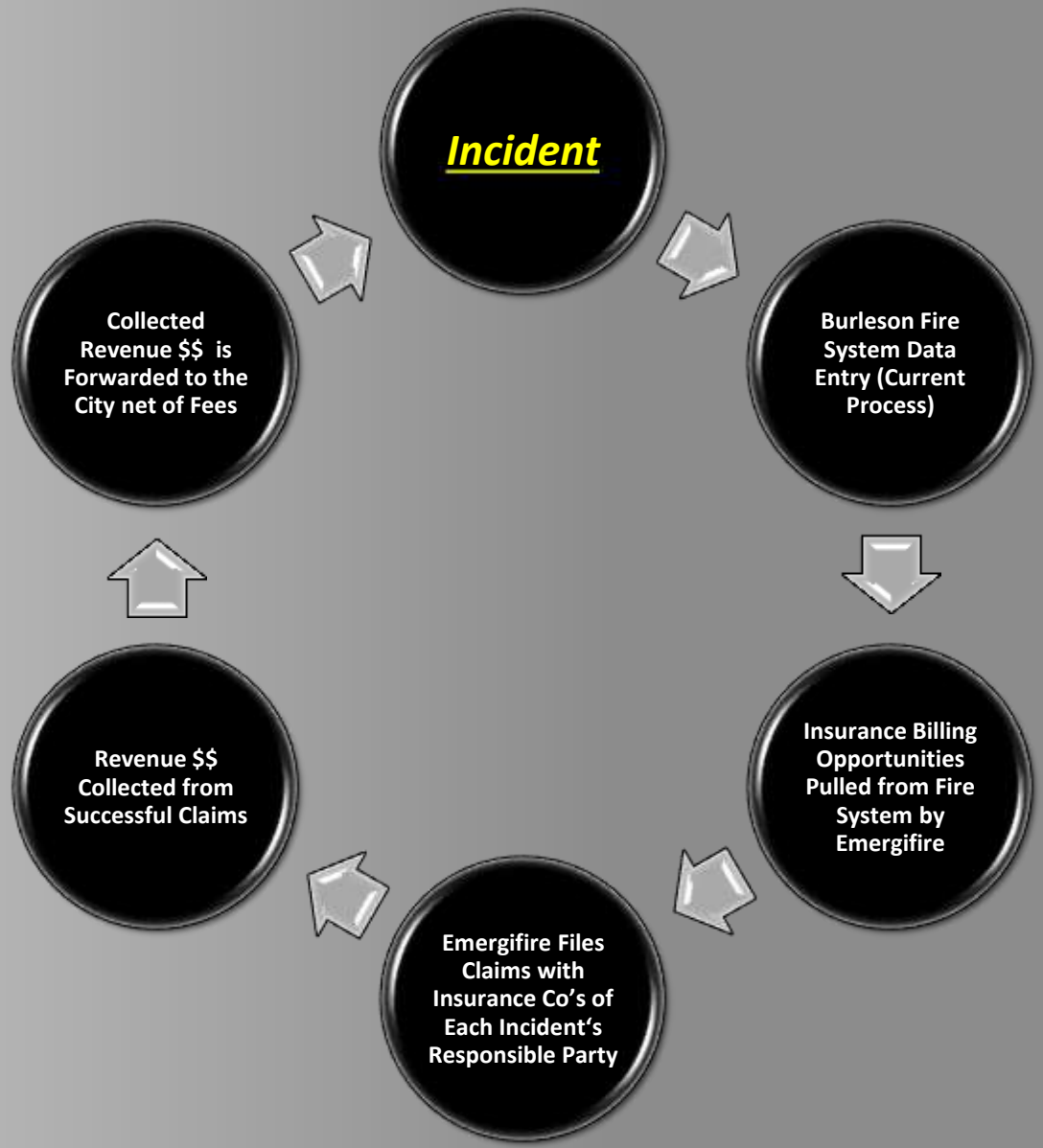
1. Amherst Volunteer Fire Department
2. Anna Fire Department
3. Athens
4. Balch Springs Fire Department
5. Bellaire Fire Department
6. Bells Fire Department
7. Bergheim Volunteer Fire Department
8. Bonham Fire Department
9. Celina Fire Department
10. Channing Volunteer Fire Department
11. City of Fate
12. City of Hawkins Volunteer Fire Department
13. College Station Fire Department
14. Comal Co. ESD 3
15. Concan VFD
16. Coppell Fire Department
17. Crowley Fire Department
18. Devine Volunteer Fire Department
19. Ferris Fire Department
20. Flatonia Fire Rescue
21. Garland Fire Department
22. Georgetown Fire Department
23. Harrison Co ESD 3 Fire Department
24. Hartley Volunteer Fire Department
25. Holliday Volunteer Fire Department
26. Hopkins County Fire Department
27. Howe Volunteer Fire Department
28. Humble Fire Rescue
29. Joshua Vol. Fire Department
30. Keene Fire Department
31. Kennedale Fire Department
32. Krum Volunteer Fire Department
33. La Joya
34. La Marque Fire Department
35. La Salle County Fire Rescue
36. Lake Cities Fire Department
37. League City Fire Department
38. Marshall
39. McKinney Fire Department
40. Mims Volunteer Fire Department
41. Mineral Wells Fire Department
42. Mission Fire Department
43. Montgomery Co ESD 4
44. North Hood County Vol. Fire Department
45. Palmview Fire Department
46. Pipe Creek Volunteer Fire Department
47. Quinlan Volunteer Fire Department
48. Reeves Co ESD1 Fire Department
49. Rendon Fire Department
50. Richardson Fire Department
51. Rowlett Fire Department
52. Santa Fe Fire and Rescue
53. Skellytown Fire Department
54. Somervell Co Fire Department
55. Southeast Volunteer Fire Department
56. Sulphur Springs Fire Department
57. Vernon Fire Department
58. Victoria Fire Department
59. Watauga Fire Department
60. Webster
61. Westlake Fire Department
62. Wilmer Fire Department
63. Wilson Co ESD 2
64. Wolfforth Fire Department
65. Yoakum Fire Department

Cities Currently In Process with an Emergifire Agreement not yet completed, permission granted by the cities for the list:

1. Arlington
2. Whitesboro
3. Lewisville
4. Grapevine
5. Desoto
6. Farmersville

Note: North Texas City's highlighted

Incident to Revenue Collection Cycle



EMERGIFIRE Specialized Services

- *Promptly prepare and submit claims to the responsible party's insurance company*
- *Provide instructions for the submission of Required Documentation to Emergifire*
- *Promptly post payments made on CLIENT's behalf*
- *Provide monthly reports to CLIENT, which include, at a minimum, cash received and balance summary*
- *CLIENT shall pay Emergifire a fee equivalent to fifteen percent (15%) of all revenues collected by Emergifire on behalf of CLIENT. Credit card payments accepted by Emergifire will be charged an additional two percent (2.0%)*

Estimated Annual Claims

Business & Individual

Business Claims	Est. Responses per Year	Avg. Time on Scene per Incident HH:MM:SS
Business Claims	14	01:18:27
Car Fire	4	01:48:44
Grass Fire	34	00:37:34
Hazmat	20	00:33:10
Hazmat – Gas Leaks	51	00:56:37
Sub Total	**123**	

Individual Claims	Est. Responses per Year	Avg. Time on Scene per Incident HH:MM:SS
Car Fire	24	00:48:01
House Fire	48	01:03:57
Hazmat	32	00:22:54
MVA	446	00:55:00
Sub Total	**550**	

MVA = Motor Vehicle Incidents

Preliminary Revenue Estimates

- *EMERGIFIRE High Level Estimates*
- *Collectability dependent upon individual events, insurance company and timing*
- *Estimated ~518 Responses to be billable with ~300 potentially paid*
- *Annual collection projection ~$145,000 net of service fees*

Emergifire Rate Development

- An industry-aligned fee schedule is used based on FEMA rates. Billing is based on an average base rate from the FEMA fee schedule, accounting for a four-person crew. The result is an average base rate of $177.45 per hour for the engine, with an additional $376.55 per hour allocated for fuel, equipment and personnel -

EMERGIFIRE Rates

Motor Vehicle Incident Mitigation Fee: $602–$838+
Fees are based on the level of response required, ranging from basic hazardous materials assessment and scene stabilization to advanced services such as fluid cleanup, fire suppression, and specialized equipment use for vehicle and electric vehicle fires.

Hazardous Materials Response Fee: $972–$8,199+
Based on response level, ranging from basic engine and first responder deployment to advanced HAZMAT operations including perimeter control, evacuations, decontamination, PPE use, material recovery, and environmental cleanup. Additional on-scene time beyond 3 hours is billed at $366 per hour, per HAZMAT team.

Fire Response Fee: $554–$693 per hour
Based on apparatus type, covering typical services such as scene safety, fire/hazard control, and investigation. Fires may also be billed individually with custom, itemized mitigation rates based on personnel and materials used.

EMERGIFIRE Rates

Fire Investigation & Incident Command Fee: $554–$693 per hour
Applies to fire investigation response, incident command by Fire Marshal or Operations Chief, and illegal fire incidents. Services may include scene safety, investigation, mobile detection, source identification, K-9/arson unit deployment, and command oversight.

Water-Related Incident Response Fee: $554–$2,747+ per hour
Based on response complexity, ranging from basic engine response to hazardous material cleanup, recovery operations, and environmental disposal. Personnel charges are an additional $68 per hour, per responder.

Backcountry/Special Rescue Fee: $554+ per incident
Billed based on actual resources used, including apparatus, personnel, and rescue equipment. Charges begin at $554 for the first response vehicle and $68 per rescue person, with additional hourly rates of $554 per vehicle and $58 per person.

Natural Gas Leak Response Fee: $523–$932+ per hour
Based on severity and location of the leak, ranging from low-risk exterior leaks to high-risk interior incidents. Additional personnel charges apply at $68 per hour, per responder for fire-involved or indoor responses.

Next Steps

- *Consider a billing policy that includes only billing insurance companies with no contact or billing inquires made to citizens in addition to never utilizing collection agencies for services performed*
- *Consider procurement options for a contract for billing services*
- *Consider an ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency services by the Fire Department for services rendered*
- *Consideration of mitigation rates associated with the aforementioned ordinance and operational activity*
- *Initiate public awareness/education*
- *Complete internal Standard Operating Procedures for the process (first bullet point)*
- *Target go-live January 2026*

Council Considerations

Questions and Feedback

City Council Regular Meeting

DEPARTMENT:

FROM: **Tommy Ludwig, City Manager**

MEETING: **July 21, 2025**

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the FY 2025-2026 budget supplemental requests, five-year fund forecast, and receive additional direction from City Council regarding the annual budget for fiscal year 2025-2026. (Staff Contact: *Tommy Ludwig, City Manager*)

SUMMARY:

During the budget process, department directors submit supplemental budget requests for the City Manager's review. The City Manager ranks the supplemental requests, taking into consideration the five-year forecast and ability to fund the request and maintain a fund balance and working capital in compliance with financial policy. The City Manager will present his recommended supplemental requests to the City Council and seek direction from the City Council to complete the proposed FY 2025-2026 budget

RECOMMENDATION:

Staff recommends that the Council discuss the recommended supplemental requests and provide direction for the next steps

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

At the June 18, 2025 Finance Committee meeting, CMO recommended supplementals were presented.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Tommy Ludwig

City Manager
tludwig@burlesontx.com

THE CITY OF BURLESON TEXAS

FY 2025-2026 Supplementals & 5-Year Forecasts

PRESENTED TO COUNCIL JULY 21, 2025

Budget Focus

- Strong Fund Balances / Working Capital
  - Ensuring key operating funds have a minimum of 20%
    - General Fund, Water and Wastewater, 4A and 4B Funds
- Five Year Forecasting
  - Provide a strategic financial view over a period of time
  - Takes into account current reappraisal polices and softening economic growth
  - Does not include projected revenue from proposed storm water fees
- Supplemental recommendations based on strategic goals of the City
  - Supplementals were ranked in conjunction with the strategic vision of the Council
  - Proprietary and Special Revenue Fund supplementals recommended with five-year fund balance projections and CIP in consideration

General Fund

- Proposed General Fund Reductions ($850,286)
  - One Time reductions: ($39,000)
  - On-Going reductions: ($811,286)
- Additional adjustments to the base budget: ($51,693)
- Salary Savings: ($1,000,000)
- Total Savings: ($1,901,979)

GENERAL FUND **REDUCTIONS**

DEPARTMENT	Function	REQUEST SUMMARY	FTE	REDUCTIONS ONE-TIME	REDUCTIONS ONGOING	Revenue/Offset	FY25-26 BUDGET
All	All	Change merit pay increase to align with calendar year			(358,000)		(358,000)
Development Services	General Government	One Full-time position being held			(119,000)		(119,000)
Finance	General Government	Gradient services			(9,350)		(9,350)
Human Resources	General Government	Limit travel and training to virtual and local training.			(4,700)		(4,700)
Human Resources	General Government	Focus on in-house training and development opportunities.			(10,000)		(10,000)
Human Resources	General Government	Overtime			(7,500)		(7,500)
Human Resources	General Government	Limiting outside professional services			(2,000)		(2,000)
Human Resources	General Government	Reduction in background needs assuming personnel for fiscal year 2026 stays flat.			(5,000)		(5,000)
Municipal Court	General Government	Move to Paperlite environment			(3,000)		(3,000)
City Council	General Government	Reduction in meals provided to staff on council meeting nights and reduction in attendance by council at Chamber of Commerce events			(4,686)		(4,686)
City Secretary's Office	General Government	Change in newspaper for publishing city ordinances			(20,000)		(20,000)
Development Services	Community Development	No longer printing the Planning & Zoning Commission and Old Town Design Review Committee agenda packets for the appointed members of the respective Committee or Commission			(2,400)		(2,400)

GENERAL FUND **REDUCTIONS**

DEPARTMENT	Function	REQUEST SUMMARY	FTE	REDUCTIONS ONE-TIME	REDUCTIONS ONGOING	Revenue/Offset	FY25-26 BUDGET
Purchasing	General Government	Legal advertisements			(5,965)		(5,965)
Non-Departmental	General Government	Rotary Flags			(200)		(200)
City Council	General Government	Eliminate city council travel to NLC			(15,000)		(15,000)
Non-Departmental	General Government	Remove Directors / Council Retreat			(13,000)		(13,000)
City Manager's Office	General Government	Remove Egret money			(30,000)		(30,000)
Communications	Community Service	Printing and Mailing Community Newsletter			(14,000)		(14,000)
Police	Public Safety	MedSafe Drug Destruction Box			(5,340)		(5,340)
Legal Services	General Government	Lobbying services			(72,000)		(72,000)
Library	Community Service	Foundation Center grant-seeking database			(2,995)		(2,995)
Police	Public Safety	Armstrong Lab Services			(20,000)		(20,000)

GENERAL FUND **REDUCTIONS**

DEPARTMENT	Function	REQUEST SUMMARY	FTE	REDUCTIONS ONE-TIME	REDUCTIONS ONGOING	Revenue/Offset	FY25-26 BUDGET
Police	Public Safety	TransUnion (TLO) Online Database Subscription			(8,500)		(8,500)
Police	Public Safety	Del Carmen Racial Profiling Reports			(10,150)		(10,150)
Code Enforcement	Community Development	Eliminate BTX Rebate Program			(25,000)		(25,000)
Police	Public Safety	SWAT Breaching Software - Global Assets Integrated			(3,500)		(3,500)
Engineering/Development	Public Works	Reduce LOMR allocation for WC/VC and potential sewer analysis for new development.		(39,000)			(39,000)
Facilities Maintenance	Public Works	Cost savings from recently hired licensed HVAC technician			(40,000)		(40,000)
		TOTAL		**$ (39,000)**	**$ (811,286)**	**$**	**(850,286)**

General Fund [without tax increase]

- Total General Fund Supplemental Requests $6,045,119
  - One Time Cost: $2,120,309
  - On-Going Cost: $3,924,810
  - 45 General Fund Supplemental Requests Received
    - 23.5 FTEs included with the Supplemental Requests
- Total General Fund Supplemental Recommended $966,391 [Offset of $108,000]
  - One Time Cost: $10,145
  - On-Going Cost: $956,246
  - 6 General Fund Supplemental Requests Recommended
    - 1.5 FTE Recommended

GENERAL FUND **DISCRETIONARY**

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE-TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY25-26 BUDGET
Human Resources	General Government	Public Safety Equity Pay			765,000		765,000
Police	Public Safety	Axon master service agreement		0	0		0
Fire	Public Safety	Arson Investigator / Fire Inspector	1.00	6,645	149,911	108,000	48,556
Senior Center	Community Service	Handicap Access Ramp		3,500			3,500
Parks	Parks & Recreation	Playground inspection audit			12,750		12,750
Parks	Parks & Recreation	Seasonal Drainage Worker	0.50		28,585		
		TOTAL	**1.50**	**$ 10,145**	**$ 956,246**	**$ 108,000**	**858,391**

General Fund 5 Year Forecast

	FY 23-24 Actual	FY 24-25 Adopted	FY 24-25 Revised	FY 24-25 Year-End Est	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	**$ 19,606,713**	**$ 17,421,851**	**$ 17,421,851**	**$ 20,358,733**	**$ 20,923,324**	**$ 20,854,440**	**$ 19,496,369**	**$ 18,321,633**	**$ 17,276,329**
Revenue									
Property Taxes	27,327,952	30,111,223	30,111,223	30,111,223	30,713,447	31,020,582	32,261,405	33,551,861	34,222,899
Sales & Use Taxes	15,166,366	15,503,578	15,503,578	15,621,357	16,089,997	16,572,697	17,069,878	17,581,975	18,109,434
Other Revenue	16,571,627	18,428,035	18,428,035	16,940,190	14,877,230	14,434,492	15,005,743	15,590,126	16,077,137
Total Revenue	**59,065,945**	**64,042,836**	**64,042,836**	**62,672,769**	**61,680,674**	**62,027,771**	**64,337,026**	**66,723,962**	**68,409,469**
Expenditures									
Personnel	39,519,584	43,147,450	43,083,750	41,238,357	41,988,001	43,508,508	45,087,674	46,727,910	48,431,734
Base Expenses	17,245,421	19,163,408	20,328,920	19,981,716	18,521,780	18,923,335	19,477,801	20,050,358	20,604,982
Incentives (ED)	948,920	957,070	957,070	888,106	1,123,672	889,305	879,652	922,363	826,878
Cash Funding Projects	600,000	-	-	-	-	-	-	-	-
Reductions					(850,286)	(920,239)	(947,846)	(976,282)	(1,005,570)
Recurring Supplementals					956,246	984,933	1,014,481	1,044,916	1,076,263
One-Time Supplementals					10,145				
Total Expenditures	**58,313,925**	**63,267,928**	**64,369,740**	**62,108,179**	**61,749,558**	**63,385,842**	**65,511,762**	**67,769,266**	**69,934,287**
Change in Fund Balance	$ 752,020	$ 774,908	$ (326,904)	$ 564,590	$ (68,883)	$ (1,358,071)	$ (1,174,736)	$ (1,045,304)	$ (1,524,817)
Ending Fund Balance	**$ 20,358,733**	**$ 18,196,759**	**$ 17,094,947**	**$ 20,923,324**	**$ 20,854,440**	**$ 19,496,369**	**$ 18,321,633**	**$ 17,276,329**	**$ 15,751,511**
FB % of Expenditure	**34.91%**	**28.76%**	**26.56%**	**33.69%**	**33.77%**	**30.76%**	**27.97%**	**25.49%**	**22.52%**

General Fund [with tax increase]

- In addition to the aforementioned supplementals, the following requests would only be recommended if the Council raised the Maintenance and Operations of the tax rate
  - The maximum rate increase is 3.5% without voter approval
  - Every 1% increase is a $261,485 increase in revenue based on the current tax rate [max increase is $915,197.50]
- If the Council approved a tax increase additional items of staffing for fourth ambulance and an additional patrol unit for the police [$728,450]
  - One Time Cost: $137,702
  - On-Going cost: $590,748
  - 4 additional FTE recommended

GENERAL FUND **DISCRETIONARY**

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE-TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY25-26 BUDGET
Fire	Public Safety	Staffing for fourth ambulance*	3.00	28,935	411,010		439,945
Police	Public Safety	One new patrol unit*	1.00	108,767	179,738		288,505
		TOTAL	**4.00**	**$ 137,702**	**$ 590,748**	**$**	**728,450**

* Funding assumes tax increase

General Fund 5 Year Forecast – Tax Rate Increase

	FY 23-24 Actual	FY 24-25 Adopted	FY 24-25 Revised	FY 24-25 Year-End Est	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	**$ 19,606,713**	**$ 17,421,851**	**$ 17,421,851**	**$ 20,358,733**	**$ 20,923,324**	**$ 21,041,188**	**$ 19,998,995**	**$ 19,158,858**	**$ 18,467,804**
Revenue									
Property Taxes	27,327,952	30,111,223	30,111,223	30,111,223	31,628,645	31,944,931	33,222,729	34,551,638	35,242,671
Sales & Use Taxes	15,166,366	15,503,578	15,503,578	15,621,357	16,089,997	16,572,697	17,069,878	17,581,975	18,109,434
Other Revenue	16,571,627	18,428,035	18,428,035	16,940,190	14,877,230	14,434,492	15,005,743	15,590,126	16,077,137
Total Revenue	**59,065,945**	**64,042,836**	**64,042,836**	**62,672,769**	**62,595,872**	**62,952,120**	**65,298,350**	**67,723,738**	**69,429,241**
Expenditures									
Personnel	39,519,584	43,147,450	43,083,750	41,238,357	41,988,001	43,508,508	45,087,674	46,727,910	48,431,734
Base Expenses	17,245,421	19,163,408	20,328,920	19,981,716	18,521,780	18,923,335	19,477,801	20,050,358	20,604,982
Incentives (ED)	948,920	957,070	957,070	888,106	1,123,672	889,305	879,652	922,363	826,878
Cash Funding Projects	600,000	-	-	-	-	-	-	-	-
Reductions					(850,286)	(920,239)	(947,846)	(976,282)	(1,005,570)
Recurring Supplementals					1,546,994	1,593,404	1,641,206	1,690,442	1,741,155
One-Time Supplementals					147,847				
Total Expenditures	**58,313,925**	**63,267,928**	**64,369,740**	**62,108,179**	**62,478,008**	**63,994,313**	**66,138,487**	**68,414,792**	**70,599,179**
Change in Fund Balance	$ 752,020	$ 774,908	$ (326,904)	$ 564,590	$ 117,864	$ (1,042,192)	$ (840,137)	$ (691,054)	$ (1,169,938)
Ending Fund Balance	**$ 20,358,733**	**$ 18,196,759**	**$ 17,094,947**	**$ 20,923,324**	**$ 21,041,188**	**$ 19,998,995**	**$ 19,158,858**	**$ 18,467,804**	**$ 17,297,867**
FB % of Expenditure	**34.91%**	**28.76%**	**26.56%**	**33.69%**	**33.68%**	**31.25%**	**28.97%**	**26.99%**	**24.50%**

4B Fund

Parks Performance Fund

- Total PPF Supplemental Requests $747,206
  - One Time Cost: $330,764
  - On-Going Cost: $460,142
  - 36 PPF Supplemental Requests Received
  - 4.5 FTEs included with the Supplemental Requests
- Total PPF Supplemental Recommended $404,107
  - One Time Cost: $149,851
  - On-Going Cost: $254,256
  - 12 PPF Supplemental Requests Recommended
  - 2.5 FTE Recommended

Parks Performance Fund DISCRETIONARY

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY25-26 BUDGET
PPF Recreation	Parks & Recreation	FTE Aquatic Maintenance Specialist	1.00		94,896		94,896
PPF Athletic Fields	Parks & Recreation	Athletic Field Attendant	0.50		13,608		13,608
PPF Russell Farm	Parks & Recreation	Sensory garden irrigation		3,000			3,000
PPF Recreation	Parks & Recreation	Slide maintenance		12,155			12,155
PPF Recreation	Parks & Recreation	Rust prevention chemicals BRiCk			5,372		5,372
PPF Athletic Fields	Parks & Recreation	Portable Pitching Mounds Athletics		24,000			24,000
PPF Recreation	Parks & Recreation	Program room update		17,583			17,583
PPF Athletic Fields	Parks & Recreation	Dump trailer Athletics		10,321	688		11,009
PPF Recreation	Parks & Recreation	Additional ice machine		1,640			1,640

Parks Performance Fund DISCRETIONARY

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY25-26 BUDGET
Parks	Parks & Recreation	Urban Forester & Truck	1.00	61,152	132,541	50,000	143,693
Parks	Parks & Recreation	Tree Maintenance		20,000		20,000	0
Parks	Parks & Recreation	Retaining Trucks			7,151		
		TOTAL	**2.50**	**149,851**	**254,256**	**70,000 $**	**334,107**

PPF Fund 5 Year Forecast

	FY 23-24 Actual	FY 24-25 Adopted	FY 24-25 Revised	FY 24-25 Year-End Est	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	$ -	$ -	$ -	$ 723,596	$ -	$ -	$ -	$ -	$ -
Revenue									
Operating Revenues	2,518,853	2,369,627	2,369,627	2,756,372	3,011,652	3,054,902	3,145,799	3,214,423	3,310,855
4B Transfer In	3,453,234	3,249,948	3,249,948	2,418,149	3,448,936	3,271,355	3,375,757	3,509,811	3,623,741
Other Revenues	50,844	14,420	14,420	80,000	79,000	78,920	78,887	78,900	78,961
Total Revenue	**6,022,931**	**5,633,995**	**5,633,995**	**5,254,521**	**6,539,588**	**6,405,177**	**6,600,442**	**6,803,134**	**7,013,557**
Expenditures									
Personnel	3,051,052	3,112,280	3,112,280	3,132,116	3,214,179	3,327,502	3,445,070	3,567,053	3,693,626
Base Expenses	2,248,283	2,521,715	2,623,970	2,846,001	2,921,303	2,821,181	2,891,185	2,963,968	3,039,655
Recurring Supplementals					254,256	256,493	264,188	272,113	280,277
One-Time Supplementals					149,851				
Total Expenditures	**5,299,335**	**5,633,995**	**5,736,250**	**5,978,117**	**6,539,588**	**6,405,177**	**6,600,442**	**6,803,134**	**7,013,557**
Change in Fund Balance	$ 723,596	$ -	$ (102,255)	$ (723,596)	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	**$ 723,596**	**$ -**	**$ (102,255)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FB % of Expenditure	**13.65%**	**0.00%**	**-1.78%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**

Hidden Creek Golf Course

- Total HCGC Fund Supplemental Requests $478,785
  - One Time Cost: $293,149
  - On-Going Cost: $185,636
  - 14 HCGC Supplemental Requests Received
    - 3 FTEs included with the Supplemental Requests
- Total HCGC Fund Supplemental Recommended $210,435
  - One Time Cost: $135,399
  - On-Going Cost: $75,036
  - 9 HCGC Supplemental Requests Recommended
    - 1 FTEs Recommended

Hidden Creek Golf Course Fund DISCRETIONARY

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY25-26 BUDGET
Golf Course Maintenance	Parks & Recreation	Inground Trash Cans/Course Amenities		16,750			16,750
Club House & Pro Shop	Parks & Recreation	Pro Core Aerifier		48,469	7,075		55,544
Club House & Pro Shop	Parks & Recreation	Sod Cutter		6,180	1,306		7,486
Golf Course Maintenance	Parks & Recreation	Tree Removal and Limb up		29,000	20,000		49,000
Golf Course Maintenance	Parks & Recreation	Turf Training for staff beyond Superintendent			2,000		2,000
Golf Course Maintenance	Parks & Recreation	Seasonal Groundskeeper	0.50		28,408		
Club House & Pro Shop	Parks & Recreation	Cart Barn Attendant, Part-time	0.50		16,247		
Golf Course Maintenance	Parks & Recreation	Drainage Basin Repair		15,000			
Golf Course Maintenance	Parks & Recreation	Irrigation Expansion		20,000			
		TOTAL	**1.00**	**$ 135,399**	**$ 75,036**	**$ -**	**$ 210,435**

Golf Fund 5 Year Forecast

	FY 23-24 Actual	FY 24-25 Adopted	FY 24-25 Revised	FY 24-25 Year-End Est	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	**$ -**	**$ -**	**$ -**	**$ 220,895**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue									
4B Subsidy Transfer	859,473	783,656	783,656	560,423	1,119,584	1,014,121	1,045,634	1,078,810	1,113,740
4B Debt Transfer	370,531	382,209	382,209	382,209	-	-	-	-	-
Operating Revenues	2,249,746	2,394,414	2,394,414	2,447,753	2,480,028	2,554,354	2,630,911	2,709,766	2,790,989
Total Revenue	**3,479,750**	**3,560,279**	**3,560,279**	**3,390,385**	**3,599,612**	**3,568,475**	**3,676,545**	**3,788,576**	**3,904,728**
Expenditures									
Personnel	1,464,408	1,430,756	1,430,756	1,455,696	1,545,668	1,602,580	1,661,725	1,723,199	1,787,098
Base Expenses	1,794,447	2,129,523	2,129,523	2,155,584	1,843,509	1,888,608	1,935,214	1,983,384	2,033,177
Recurring Supplementals					75,036	77,287	79,605	81,994	84,453
One-Time Supplementals					135,399				
Total Expenditures	**3,258,855**	**3,560,279**	**3,560,279**	**3,611,280**	**3,599,612**	**3,568,475**	**3,676,545**	**3,788,576**	**3,904,728**
Change in Fund Balance	$ 220,895	$ -	$ -	$ (220,895)	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	**$ 220,895**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FB % of Expenditure	**69.03%**	**67.25%**	**67.25%**	**67.78%**	**68.90%**	**71.58%**	**71.56%**	**71.52%**	**71.48%**

4B Fund

- Total 4B Supplemental Requests $23,250
  - One Time Cost: $23,250
  - On-Going Cost: $0
  - 4 4B Supplemental Requests Received
  - 0 FTEs included with the Supplemental Requests
- Total 4B Supplemental Recommended $2,000
  - One Time Cost: $2,000
  - On-Going Cost: $0
  - 2 4B Supplemental Requests Recommended
  - 0 FTEs Recommended

4B Fund DISCRETIONARY

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY24-25 BUDGET
4B Special Events	Parks & Recreation	Icy breeze misters		1,000			1,000
4B Special Events	Parks & Recreation	Canopies Special Events		1,000			1,000
		TOTAL	**-**	**$ 2,000**	**$**	**$**	2,000

4B Fund 5 Year Forecast

	FY 23-24 Actual	FY 24-25 Adopted	FY 24-25 Revised	FY 24-25 Year-End Est	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	**$ 5,340,055**	**$ 5,035,601**	**$ 5,035,601**	**$ 5,084,986**	**$ 5,699,561**	**$ 4,736,565**	**$ 4,371,866**	**$ 3,947,480**	**$ 4,227,643**
Revenue									
Sales & Use Taxes	7,462,408	7,643,839	7,643,839	7,686,281	7,916,869	8,154,375	8,399,006	8,650,977	8,910,506
Other Revenue	239,494	171,467	171,467	164,667	163,607	141,467	124,073	124,032	124,065
Total Revenue	**7,701,902**	**7,815,306**	**7,815,306**	**7,850,948**	**8,080,476**	**8,295,842**	**8,523,079**	**8,775,009**	**9,034,571**
Expenditures									
Personnel	367,198	347,733	347,733	359,437	369,643	382,938	396,742	411,075	425,961
Base Expenses	383,904	446,135	466,283	465,383	425,027	382,054	389,301	396,777	404,492
Incentives (ED)	725,000	136,150	136,150	23,289	39,203	40,379	49,925	60,333	62,143
Existing Debt Service	1,797,632	3,035,774	3,035,774	3,025,483	3,034,600	2,866,250	2,872,725	2,031,275	2,032,800
Future Debt Service	-	-	-	-	606,478	703,444	817,382	1,006,763	1,302,419
Golf Transfer	1,230,004	1,165,865	1,165,865	942,632	1,119,584	1,014,121	1,045,634	1,078,810	1,113,740
PPF Transfer	3,453,234	3,249,948	3,249,948	2,418,149	3,448,936	3,271,355	3,375,757	3,509,811	3,623,741
One-Time Supplementals				2,000					
Total Expenditures	**7,956,972**	**8,381,605**	**8,401,753**	**7,236,373**	**9,043,472**	**8,660,541**	**8,947,465**	**8,494,845**	**8,965,295**
Change in Fund Balance	$ (255,069)	$ (566,299)	$ (586,447)	$ 614,575	$ (962,996)	$ (364,698)	$ (424,386)	$ 280,163	$ 69,275
Ending Fund Balance	**$ 5,084,986**	**$ 4,469,302**	**$ 4,449,154**	**$ 5,699,561**	**$ 4,736,565**	**$ 4,371,866**	**$ 3,947,480**	**$ 4,227,643**	**$ 4,296,919**
FB % of Expenditure	**63.91%**	**53.32%**	**52.96%**	**78.76%**	**52.38%**	**50.48%**	**44.12%**	**49.77%**	**47.93%**

Support Services Fund - IT

IT Fund

- Total IT Fund Supplemental Requests $839,714
  - One Time Cost: $ 606,235
  - On-Going Cost: $233,479
  - 3 IT Fund Supplemental Requests Received
  - 2 FTEs included with the Supplemental Requests
- Total IT Fund Supplemental Recommended $606,235
  - One Time Cost: $ 606,235
  - On-Going Cost: $0
  - 1 IT Fund Supplemental Requests Recommended
  - 0 FTEs Recommended

IT Fund

DISCRETIONARY

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY24-25 BUDGET
Information Technology	Information Technology	Cohesity Upgrade		606,235			606,235
		TOTAL		**$ 606,235-**	**$**	**$ -**	**$ 606,235**

Support Services Fund – IT 5 Year Forecast

	FY 23-24 Actual	FY 24-25 Adopted	FY 24-25 Revised	FY 24-25 Year-End Est	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	**$ 1,132,532**	**$ 867,231**	**$ 867,231**	**$ 1,683,066**	**$ 1,934,723**	**$ 671,658**	**$ 44,287**	**$ 139,735**	**$ 266,340**
Revenue									
Contributions	5,513,969	6,540,060	6,540,060	6,540,060	6,713,025	6,914,416	7,121,848	7,335,504	7,555,569
Other Revenue	260,706	108,000	108,000	193,756	44,100	43,218	42,354	41,507	40,676
Total Revenue	**5,774,675**	**6,648,060**	**6,648,060**	**6,733,816**	**6,757,125**	**6,957,634**	**7,164,202**	**7,377,010**	**7,596,245**
Expenditures									
Personnel	1,843,874	2,108,375	2,108,375	1,999,452	2,114,707	2,189,798	2,267,723	2,348,598	2,432,542
Base Expenses	3,380,267	4,533,557	4,533,557	4,482,707	5,299,248	5,395,206	4,801,031	4,901,806	5,005,098
One-Time Supplementals					606,235				
Total Expenditures	**5,224,141**	**6,641,932**	**6,641,932**	**6,482,159**	**8,020,190**	**7,585,004**	**7,068,755**	**7,250,405**	**7,437,640**
Change in Fund Balance	$ 550,534	$ 6,128	$ 6,128	$ 251,657	$ (1,263,065)	$ (627,370)	$ 95,447	$ 126,605	$ 158,606
Ending Fund Balance	**$ 1,683,066**	**$ 873,359**	**$ 873,359**	**$ 1,934,723**	**$ 671,658**	**$ 44,287**	**$ 139,735**	**$ 266,340**	**$ 424,945**
FB % of Expenditure	**32.22%**	**13.15%**	**13.15%**	**29.85%**	**8.37%**	**0.58%**	**1.98%**	**3.67%**	**5.71%**

Hotel Motel Fund

600

Hotel Motel Fund

- Total Hotel Motel Fund Supplemental Requests $75,000
  - One Time Cost: $75,000
  - On-Going Cost: $0
  - 1 Hotel Motel Fund Supplemental Requests Received
  - 0 FTEs included with the Supplemental Requests
- Total Hotel Motel Fund Supplemental Recommended $75,000
  - One Time Cost: $75,000
  - On-Going Cost: $0
  - 1 Hotel Motel Fund Supplemental Requests Recommended
  - 0 FTEs Recommended

Hotel Motel Fund

DISCRETIONARY

DEPARTMENT	Function	REQUEST SUMMARY	FTE	DISCRETIONARY ONE TIME	DISCRETIONARY ONGOING	Revenue/Offset	FY25-26 BUDGET
Tourism Development	Community Development	Expanded Fourth of July event		75,000			75,000
		TOTAL		**$ 75,000**	**$**	**$ -**	**$ 75,000**

Hotel/Motel Fund

Revenues are from a 7% hotel/motel tax imposed on the rental of hotel/motel rooms located within the city – Funds are restricted to promoting tourism, conventions, and related activities within the city

- Estimated FY25 ending fund balance: $543,866
  - Proposed FY26 Revenues: $553,450
  - Proposed FY26 Expenditures: $619,483
  - Proposed FY26 One-Time Supplemental: $75,000
- Estimated FY26 ending fund balance: $466,173

City Council Direction

- Supplementals were presented to the Finance Committee on June 18, 2025
  - Finance Committee recommended approval as presented
  - In addition the Finance Committee recommended the following items for the Golf Fund: drainage basin repairs, irrigation expansion.
- Supplemental Requests
  - As proposed
  - With modifications
- Determination of supplementals will be critical to the finalization of the recommended budget
  - Determination of rankings must be made before the budget is filed
  - The proposed budget is scheduled to be filed August 4, 2025

QUESTIONS/COMMENTS?

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Amanda Campos, City Secretary**

MEETING: **July 21, 2025**

SUBJECT:

Receive a report, hold a discussion, and give staff direction on amendments to Council Policy #40 and various chapters in the Code of Ordinances concerning boards, commissions, and committees. *(Staff Contact: Amanda Campos, City Secretary)*

SUMMARY:

The Council Policies & Valuation committee met on April 16, 2025 and June 4, 2025 to review the city boards, commissions, and committee ("boards") of the city to evaluate the function, structure, and process of the boards. The majority of the boards have not been reviewed in over 10 years as it relates to function and its relation to the community growth. The committee reviewed the creation, purpose, term, absences, and membership of all boards.

Creation and Purpose:

The recommendations from the committee are to amend Chapter 2, Section 2-35 of the Code of Ordinances and Council Policy 40 to address purpose and function:

Chapter 2; Section 2-35 Scope of responsibilities.

(a) Each board and commission shall review data and circumstances pertaining to their respective boards and commissions and formulate recommendations to the city council, on ~~for its adoption~~, policies and regulations consistent with the overall city plan and ordinances. This should exclude items concerning budget, finances of the city, fees/fines, and maintenance operation functions of the city.

(b) Each board and commission shall give full consideration to the movement of people and goods, the health, recreation, safety and general welfare of the citizens of the city.

(c) Each board and commission, at the direction of the city council, shall study, hold public hearings and submit reports on any topics within their purview that the city council deems appropriate.

(d) Members of each board and commission shall comply with all statutory time limits, public notices, and the Texas Open Meetings Act, V.T.C.A., Government Code § 551.001 et seq.

Council Policy #40 – City Boards, Commissions & Committees ~~Appointment Process~~

Addition of new subsection under Section VI. Board/Commission/Committee Members responsibilities

The members should fully consider the items presented to them at a meeting providing recommendations to be forwarded to the city council or council committee by the Director or designee with consideration given to the necessary timeframe for the item.

All recommendations of the board, commission, or committee should be presented in a report that provides the council full consensus of the members, understanding the recommendations may not all be unanimous. The reports should reflect the discussion and questions of the members present at the meeting in a high level executive summary format. This is not intended to be verbatim minutes.

Membership & Terms

The full city council reviewed the membership and terms of all boards in 2022 and 2023. The current terms of the youth are recommended to remain the same; no term limit as their age regulates their term of service. The committee did recommend changing the Park Board term to three terms matching the Planning & Zoning Commission terms. All other boards of the city are two year terms.

In accordance with Chapter 2 of the Code of Ordinances the membership of each board will remain at 9 members except the Planning & Zoning Commission that currently has 10 members with the added ex-officio youth member.

The recommendations from the committee are to amend Chapter 2, Section 2-31 of the Code of Ordinances concerning terms:

Chapter 2-31 (d) Terms

The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. Planning and Zoning Commission and Park Board members terms shall not exceed three (3) consecutive full terms. Youth members terms have no limit except that they must remain qualified members.

The committee reviewed the absence rule as stated in the code Chapter 2 Section 2-34 and provided the following recommendations for amendment:

- Section 2-34 (a) When a member of any city board or commission is absent for three consecutive meetings the member shall be deemed to have vacated the member's position, unless notice was provided to the city secretary in accordance with the process of absences in Council Policy #40.~~prevented by sickness without first having obtained a leave of absence at a regular meeting~~,. The city secretary shall notify the city council of such absences within ten days of the third consecutive unexcused absence.

- Section 2-34 (b) ~~If any~~ Board members shall ~~fail to~~ attend at least 75 percent of the called meetings during the 12-month period between October 1 through September 30. If a ~~such~~ board or commission member ~~shall be deemed to have vacated their position on that board or commission (the 75 percent rule shall only apply to boards or commissions which meet at least once a month on a called basis)~~ fails to attend 75 percent that member may not be eligible to continue to serve their current term or not be re-appointed as determined by the city council in their review of membership when presented by the city secretary.

Council Policy #40 – City Boards, Commissions & Committees Appointment Process

Addition of new section:

Absences – Members should notify City Secretary's Office and board liaison with at least 72 hour notice of absences due to illness, realizing emergencies arise. If emergency notify City Secretary's Office as soon as possible. The City Secretary's Office will note the absence in the attendance roll to be presented to the council committee during appointment process.

Several boards were created with membership outside the normal scope of being a resident due to its function and work. The Committee reviewed all the boards considering how membership affects attendance. The following amendments are recommended by the committee:

Texas Open Meetings Act (TOMA)– " an advisory committee that does not control or supervise public business or policy is not subject to the Act"

- Advisory Committee on People with Disabilities, Animal Shelter Advisory Committee, Cemetery Board, and Citizens Public Art Committee were reviewed to see if we could remove the Texas Open Meetings Act helping with distance attendance and strict quorum requirements. After review by our legal department although not required best practice would keep them under TOMA but we are allowed to make policy determinations as it pertains to quorum needed to call to order.
- Boren Property Advisory Council – was created by an agreement in acceptance of property donation and therefore can be changed by amending the agreement. This will allow the membership that is all over the state meet virtually.
- Amendments will be made to Council Policy #40 to address the requirement quorum, functions, and process for bringing forward anything to the city council.

Council Policy #40 – City Boards, Commissions & Committees Appointment Process

Addition of new section

Quorum - Establishing the number required to hold a meeting. The Deputy City Attorney will craft the wording for this section.

Current boards structure and number of boards

- Full review keep unchanged because of their legal requirements
  Planning & Zoning Commission
  Board of Adjustments
  Capital Improvement Advisory

- Combine into new board
  Cemetery
  Citizens Public Art
- Rename
  Park to become Parks & Recreation Board
- Change
  Parks & Recreation Board – Remove Russell Farms this property will continue under the Boren Property Advisory
  Animal Shelter Advisory - Remove cost effectiveness from their function – it is stated in the code
- Expand
  Old Town Development Standards
- New
  Public Spaces & Cultural Heritage
  This new board would encompass cemetery, public art, senior citizens, and public spaces that are not parks or the recreations center operations.

RECOMMENDATION:

All recommendations were made by the Council Policies & Valuation council Committee

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

Council Policies & Valuation Council Committee met on Apil 16 and June 4, 2025.

REFERENCE:

Council Policy #40

City of Burleson Code Chapter 2

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
email@burlesontx.com
817-426-9665

Boards, Commissions, & Committees

Council Meeting July 21, 2025

THE CITY OF BURLESON TEXAS

What are we reviewing?

The main focus of the review:

- Creation & Purpose of Boards, Commissions, & Committees
- Membership & Terms
- Current boards structure & Number of boards

THE CITY OF BURLESON TEXAS

Creation and Purpose

612

Is the original creation and purpose meeting the needs of community?

Yes, however not in the most ideal way. There is room for improvements.

Recommendations from committee:

- Increase the guidance to the boards for their purpose and to staff and reporting to the full council
- Allow more focus on development and community needs by removing items concerning budget, finances of the city, fees/fines, and maintenance operation functions of the city

How do we accomplish the recommendations:

Edit Chapter 2; section 2-35:

(a) Each board and commission shall review data and circumstances pertaining to their respective boards and commissions and formulate recommendations to the city council, **on** ~~for its adoption~~ , policies and regulations consistent with the overall city plan and ordinances. **This should exclude items concerning budget, finances of the city, fees/fines, and maintenance operation functions of the city.**

Edit Council Policy #40:

Add a new subsection under Section VI. Board/Commission/Committee Member responsibilities.

The members should fully consider the items presented to them at a meeting providing recommendations to be forwarded to the city council or council committee by the Director or designee with consideration given to the necessary timeframe for the item.

All recommendations of the board, commission, or committee should be presented in a report that provides the council full consensus of the members, understanding the recommendations may not all be unanimous. The reports should reflect the discussion and questions of the members present at the meeting in a high level executive summary format. This is not intended to be verbatim minutes.

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Membership & Terms

615

Does membership and terms still work?

Short answer YES on membership numbers and Needs Improvement to terms.

Memberships = 9 (exception P&Z with 10 that includes ex-officio youth member)

Terms = 2 full terms (exception P&Z = 3; Youth no limit, age will determine)

Recommendation: Change Parks Board to 3 full terms like the P&Z

How do we accomplish the recommendations:

Edit Chapter 2; section 2-31:

The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. Planning and Zoning Commission **and Park Board** members terms shall not exceed three (3) consecutive full terms. Youth members terms have no limit except that they must remain qualified members.

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Membership & Terms - Attendance

618

Do we need a rule change on attendance?

YES let's change Chapter 2-34 and add a new section to Council Policy #40 to better serve the members.

Section 2-34 (b) ~~If any~~ **B**oard members shall ~~fail to~~ attend at least 75 percent of the called meetings during the 12-month period between October 1 through September 30. **If a** ~~suc~~h board or commission member ~~shall be deemed to have vacated their position on that board or commission (the 75 percent rule shall only apply to boards or commissions which meet at least once a month on a called basis)~~ **fails to attend 75 percent that member may not be eligible to continue to serve their current term or not be re-appointed as determined by the city council in their review of membership when presented by the city secretary.**

Addition of new section to council Policy #40:

Absences – Members should notify City Secretary's Office and board liaison with at least 72 hour notice of absences due to illness, realizing emergencies arise. If emergency notify City Secretary's Office as soon as possible. The City Secretary's Office will note the absence in the attendance roll to be presented to the council committee during appointment process.

Quorum and the Texas Open Meeting Act - TOMA

620

We are NOT saying people can't talk! We just need help to meet.

The Committee discussed the following boards and Texas Open Meeting Act (TOMA): General discussion was quorum issues, ability to hold virtual meetings, items not requiring council actions, and general ability to utilize the full potential

- Advisory Committee on People with Disabilities, Animal Shelter Advisory Committee, and Citizens Public Art Committee
  - All have membership specific to their board and are not all are residents making meeting difficult. Virtual meeting would help.
  - The committee reviewed and agreed we still needed to notice the meetings and allow the public to speak. Legal recommends remaining under TOMA but adding verbiage for quorum that would help with quorum issues.

Boren Property Advisory Council – created via agreement of donation will be amended in the agreement to better serve Russell Farm

How do we accomplish the recommendations:

Edit Council Policy #40:

Addition of new section

Quorum - Establishing the number required to hold a meeting. The Deputy City Attorney will craft the wording for this section.

Amend the Russell Farm Facility Use Agreement and Resolution establishing Boren Property Advisory Council allowing membership to meet virtually

THE CITY OF BURLESON TEXAS

Current Boards structure & Number of Boards

623

Do we keep the same or make changes? *Committee Recommendations:*

Keep unchanged – legal requirements

Planning & Zoning Commission

Board of Adjustments

Capital Improvement Advisory

Combine into new board

Cemetery

Citizens Public Art

Rename

Park Board to Parks & Recreation Board

Change

Parks & Recreation Board – Remove Russell Farm this property will continue under Boren Property Advisory

Animal Shelter Advisory – Remove cost effectiveness from their function as stated in the code of ordinances – follow state law

Expand

Old Town Development Standards

New

Public Spaces & Cultural Heritage

(Cemetery, Citizen Public Art, Senior Center, etc)

Direction based on Recommendations?

625