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

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

1. **CALL TO ORDER**

Invocation - Gregory Rummelt, SMU Senior with a Bachelor of Arts in Theology and Ministry, and Seminary at Turning Point Church, Burleson.

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

-A Proclamation recognizing The City of Burleson and Keep Burleson Beautiful as the winner of the fourth annual "North Texas Community Cleanup Challenge" and the winner of the "2024 Mayor's Challenge." (*Recipient: Jen Basham, Director of Parks and Recreation*)

B. Presentations

- Recognize Mayor for a Day "Kenzie Stepan".

C. Community Interest Items

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

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

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**4. CITIZENS APPEARANCES**

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

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

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

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

**5. CONSENT AGENDA**

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

- A.** Consider approval of the minutes from the September 9, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)
- B.** Consider approval of a contract with Jeff Eubank Roofing Co., Inc. through a cooperative purchasing agreement with Tarrant County, Texas for roof replacement at Fire Station 3 in the amount of \$62,220. (*Staff Contact: Justin Scharnhorst, Deputy Director of Public Works*)
- C.** Consider approval to renew contract CSO#5057-04-2023 (10230024) with Ambassador Services, LLC. exercising the first of two remaining renewals for janitorial services in the amount of \$222,300. (*Staff Contact: Justin Scharnhorst, Deputy Director of Public Works*)
- D.** Consider approval of an ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel. (Final Reading) (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)



- E. Consider approval of a resolution ratifying the actions of the Burleson 4A Economic Development Corporation's actions on September 23, 2024 authorizing a land purchase contract with Burleson Highpoint Investments, LLC for a 10-acre tract located in Highpoint Business Park on Vantage Drive near FM 917. *(Staff Contact: Alex Philips, Economic Development Director)*
- F. Consider approval of a resolution ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethany Special Utility District for infrastructure to support industrial development in the City of Burleson, Texas. *(Staff Contact: Alex Philips, Economic Development)*
- G. Consider approval of a Cooperative Purchase Agreement for the purchase of products and services from Amazon Marketplace through the cooperative contract with Choice Partners in the amount of \$175,000.00 for the fiscal year 2024-2025. *(Staff Contact: Richard Abernethy, Director of Administrative Services)*
- H. Consider approval of a minute order authorizing the purchase and installation of guardrail along S. Dobson Street through a cooperative purchasing agreement with Tarrant County, Texas and Vann Elli, Inc. in the amount of \$15,325, in accordance with Council Policy 17. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*
- I. Consider approval of a minute order authorizing the replacement and framing of the restroom doors at Warren Park, replacing the existing wrought iron gates, including the installation of magnetic locks, in the amount of \$9,400, in accordance with Council Policy 17. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- J. Consider approval of a Resolution ratifying appointment of Place 2 on the Boren Property Advisory Council. *(Staff Contact: Amanda Campos, City Secretary)*
- K. ETJ Release Petition for 6424 Rough RD (Case 24-248): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 9.997 acres of land addressed as 6424 Rough RD. *(Staff Contact: Tony McIlwain, Development Services Director)* *(No Planning and Zoning Commission action was required for this item)*

## **6. DEVELOPMENT APPLICATIONS**

- A. 201 S Hurst (Case 24-207): Hold a public hearing and consider approval of an ordinance for a zoning change request from "SF10" Single-family dwelling district 10 and "A" Agricultural to "PD", Planned Development to allow for an existing school (Centennial High School) and the colocation of an antenna on a stadium light pole. (First & Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director)* *(The Planning and Zoning Commission recommended approval unanimously)*
- B. 216 W Eldred Street (Case 24-210): Hold a public hearing and consider an ordinance for a zoning change request from "SF7" Single-family dwelling district-7 to "CC" Central Commercial district for all of Lot 6, Block 30; Original Town of Burleson Addition. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director)* *(The Planning and Zoning Commission recommended approval unanimously)*

## **7. GENERAL**

- A. Consider approval of a release agreement with Paymentus Solutions for Utility Billing credit card payments. *(Staff Contact: Richard Abernethy, Director of Administrative Services)*
- B. Hold a public hearing and consider approval of a resolution adopting the guidelines and criteria for the Economic Development incentives program. *(Staff Contact: Alex Philips, Economic Development Director)*
- C. Consider approval of the Second Amendment to the 380 and Development Agreement for Public and Private Improvements in the Reinvestment Zone Number Two (CSO#542-11-2016), City of Burleson Between the City of Burleson and Realty Capital Management, LLC. *(Staff Contact: Alex Philips, Economic Development Director)*
- D. Consider approval of a Playground Equipment Removal and Indemnification Agreement with Kids Around The World, Inc. for the donation, disassembly, and removal of end-of-life playground equipment at no cost to the City. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- E. Consider approval of a minute order appointing members to the City of Burleson boards, commissions, and committees for 2024 – 2027 terms and filling vacancies. *(Staff Presenter: Lisandra Leal, Assistant City Secretary)*
- F. Consider approval of a resolution casting the City of Burleson's vote for Texas Municipal League Region 8 Director. *(Staff Contact: Amanda Campos, City Secretary)*
- G. Consider approval of a resolution nominating candidates for the election of members to the Tarrant County Central Appraisal District Board of Directors. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- H. Consider approval of a resolution nominating candidates for the election of members to the Board of Directors for the Central Appraisal District of Johnson County. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

## **8. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff feedback regarding the capital improvement program. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- B. Receive a report, hold a discussion, and provide direction regarding the Pavement Management Program and Pavement Maintenance Scenarios. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

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

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

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

## **11. RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss

any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**  
 -Receive a report and hold a discussion regarding *Demetria Joyce Wiley v. Brandon Phillip Heard and City of Burleson*, Cause No. DC-C202400602, 249<sup>th</sup> District Court, Johnson County, Texas  
 -Receive a report and hold a discussion regarding street maintenance fees and *Picket v. City of El Paso*, Cause No. 2020DCV3514, 384<sup>th</sup> District Court, El Paso County, Texas  
 -Receive a report and hold a discussion regarding facility conditions at 828 SW Alsbury Blvd in Burleson, Johnson County, Texas
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**  
 -Receive a report and hold a discussion on a certain tract or parcel of real property in Tarrant County, Texas for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

## 12. ADJOURN

### CERTIFICATE

I hereby certify that the above agenda was posted on this the **18th of September 2024, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

### ACCESSIBILITY STATEMENT

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



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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of the minutes from the September 9, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

**SUMMARY:**

The City Council duly and legally met on September 9, 2024 regular council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Amanda Campos, TRMC  
City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665

**BURLESON CITY COUNCIL REGULAR MEETING  
SEPTEMBER 9, 2024  
DRAFT MINUTES**

**ROLL CALL**

**COUNCIL PRESENT:**

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

**COUNCIL ABSENT:**

**Staff present**

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

**1. CALL TO ORDER – 5:30 p.m.**

Mayor Fletcher called the meeting to order. **Time: 5:30 p.m.**

Invocation – Kevin Walkowiak, Pastor of Adventist Church of 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**

- A Proclamation recognizing September 17 - September 23, 2024 as "Constitution Week" in the City of Burleson. (Recipient: Betsy Ruffin, National Society Daughters of the American Revolution)

**B. Presentations**

- None.

**C. Community Interest Items**

- Recognized the Fire Department on their successful open house/employment drive.
- Recognized the firefighters who climbed 110 flights of stairs in honor of the firefighters lost on 9/11.

- Great turnout at the Conner Prince, Olympic Silver Medalist, Celebration and thank you to Communications Department for helping with the event.
- Join us, Saturday, September 21<sup>st</sup> for the Annual Be Healthy Run, at the Mayor Vera Calvin Plaza, registration currently open.
- Join us, Saturday, September 28<sup>th</sup>, 5-9 p.m. for Hispanic Heritage Festival, at the Mayor Vera Calvin Plaza.

### 3. **CHANGES TO POSTED AGENDA**

#### A. **Items to be continued or withdrawn**

- None.

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

- None.

### 4. **CITIZEN APPEARANCES**

- Charles Willis, 403 NW Cherlyne Drive, Burleson came forward to express his gratitude and appreciation for Officer Joe Byrom for his help.

### 5. **CONSENT AGENDA**

#### A. **Minutes from the August 15, 2024 special council meeting, August 19, 2024 regular council meeting and September 3, 2024 special council meeting. (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 7-0.

#### B. **CSO#5574-09-2024, Interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool to be a member of the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

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

Motion passed 7-0.

#### C. **CSO#5555-09-2024, resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Michael J. Moore and Debra Moore, as seller, to purchase fee simple title to approximately 0.317 acres of land, out of the H.G. Catlett Survey Abstract No. 180 in Johnson County, Texas, and necessary adjacent easements. (Staff Contact: Eric Oscarson, Deputy City Manager)**



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

Motion passed 7-0.

- D. Contract with CDW-G, LLC for the purchase of Aruba Switches and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$87,321.92 (Staff Contact: James Grommersch, Chief Technology Officer, IT)**

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

Motion passed 7-0.

- E. CSO#5556-09-2024, minute order with Johnson County for the Radio Communications System Agreement cost in the amount of \$92,333.04 for Fiscal Year 24/25 (Staff Contact: James Grommersch, Chief Technology Officer, IT)**

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

Motion passed 7-0.

- F. CSO#5557-09-2024, resolution authorizing street closures for an annual Fall Festival hosted by Open Door Church. (Staff Contact: Joni Van Noy, Economic Development Coordinator)**

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

Motion passed 7-0.

- G. Change order to contract CSO#5395-02-2024 with 2L Construction, LLC for additional pavement work in the amount of \$103,650 for a total authorization of \$3,075,377.40. (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

Motion passed 7-0.

- H. CSO#5558-09-2024, minute order authorizing placing a fence around the perimeter of an electric panel adjacent to the Burleson Memorial Cemetery in the amount of \$1,100, in accordance of Council Policy 17. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0.

- I. **Ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel. (First Reading) (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

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

Motion passed 7-0.

- J. **CSO#5559-09-2024, ordinance amending Chapter 6 Animal Care and Control, Section 6-16 Animal Shelter Advisory Committee, (c) Number of members; terms, exempting the licensed veterinarian, municipal officer, and daily operations position from term limits. (Final Reading) (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 7-0.

- K. **ETJ Release Petition for 7200 CR 802 (Case 24-236): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 12.879 acres of land addressed as 7200 CR 802. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Larry Scott and seconded by Adam Russell to approve denial.

Motion to deny passed 7-0.

## **8. REPORTS AND PRESENTATIONS – MOVED ITEM**

- B. **Receive a report and hold a discussion regarding the Johnson County Bond Program. (Contact: Jennifer VanderLaan, Director, Johnson County Public Works)**

Colt Fredrick, Johnson County Public Works, spoke on the Johnson County Bond program is TxDOT projects. He introduced Chris Bosque with Freese and Nicholas to highlight the projects. For more information on the program, visit the Johnson County website at [www.johnsoncountybond.com](http://www.johnsoncountybond.com) or contact Jennifer VanderLaan,

## 6. **BUDGET**

Amanda Campos, City Secretary, announced that items 6A-6J would be presented as one presentation but would be voted on separately.

- A. CSO#5560-09-2024, ordinance adopting the budget for Fiscal Year 2024-2025 beginning October 1, 2024, and terminating September 30, 2025, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. This budget will raise more property taxes than last year's budget by an amount of \$4,381,461 which is an 11.57 percent increase, and of that amount \$1,258,438 is tax revenue to be raised from new property added to the tax roll this year. (Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Harlan Jefferson, Deputy City Manager, stated items 6A-6J would be presented as one presentation to city council. The council did not need to see the presentation.

Motion made by Adam Russell and seconded by Phil Anderson to approve the ordinance adopting the budget for FY 2024-2025.

Motion passed 7-0.

- B. CSO#5561-09-2024, minute order ratifying the adoption of the Fiscal Year 2024-2025 annual operating budget beginning October 1, 2024, and terminating September 30, 2025. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the minute order ratifying the adoption the budget for Fiscal Year 2024-2025.

Motion passed 7-0.

- C. CSO#5562-09-2024, ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2024 on all taxable property within the corporate limits of the city on January 1, 2024, and adopting a tax rate of \$0.6627 per \$100 of valuation for Tax Year 2024; providing for revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. The proposed tax rate exceeds the no-new-revenue tax rate. (Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Dan McClendon and seconded by Adam Russell to approve that the property tax rate be increased by the adoption of a tax rate of \$0.6627 per one hundred dollars valuation, which is effectively a 6.22% increase in the tax rate.

Motion passed 7-0.

Motion made by Dan McClendon and seconded by Adam Russell to approve that of the total tax rate, \$0.4704 for each one hundred dollars of valuation to fund maintenance and operation expenditures.

Motion passed 7-0.

Motion made by Dan McClendon and seconded by Adam Russell to approve, of the total tax rate, \$0.1923 for each one hundred dollars of valuation to fund the city's debit service.

Motion passed 7-0.

**D. CSO#5563-09-2024, ordinance approving the 2024 tax rolls; and declaring an effective date. (Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Alexa Boedeker and seconded by Phil Anderson to approve the ordinance approving the 2024 tax rolls.

Motion passed 7-0.

**E. CSO#5564-09-2024, ordinance to authorize charging credit card processing and non-sufficient funds fees to customers. (Final Reading). (Staff Contact: Richard B. Abernethy, Director of Administrative Services)**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the ordinance adding the payment of fees for credit cards and debits cards and the non-sufficient fund fees.

Motion passed 7-0.

**F. CSO#5565-09-2024, ordinance providing a Fiscal Year 2024-2025 schedule of fees for various City of Burleson services. (Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the fee ordinance for FY 2024-2025.

Motion passed 7-0.

**G. CSO#5566-09-2024, ordinance providing Fiscal Year 2024-2025 rates for water and wastewater service. (Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the ordinance providing water and wastewater rates for FY 2024-2025.

Motion passed 7-0.

- H. CSO#5567-09-2024, ordinance providing Fiscal Year 2024-2025 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash. (Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Dan McClendon and seconded by Victoria Johnson to approve the ordinance providing solid waste and recyclable rates for FY 2024-2025.

Motion passed 7-0.

- I. CSO#5568-09-2024, ordinance providing for a residential homestead exemption from the ad valorem tax for Tax Year 2025 and all future years unless revised of an amount equal to five percent of the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals; finding that the meeting at which this ordinance is passed is open to the public; and declaring an effective date. (Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the ordinance providing for a residential homestead exemption from the ad valorem tax for Tax Year 2025 in an amount equal to five percent of the appraised value.

Motion passed 7-0.

- J. CSO#5569-09-2024, resolution adopting the City of Burleson Fiscal Year 24-25 Strategic Plan. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Motion made by Victoria Johnson and seconded by Dan McClendon to approve the resolution adopting the strategic plan for FY 2024-2025.

Motion passed 7-0.

- K. CSO#5570-09-2024, resolution adopting the updates to the employee handbook and the city's compensation structures for FY 2024-2025. (Staff Contact: Cheryl Marthijohni, Director of Human Resources)**

Cheryl Marthijohni, Director of Human Resources, presented a resolution to the city council.

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the resolution adopting the employee handbook and compensation structure for FY 2024-2025.

Motion passed 7-0.

## **7. GENERAL**

- A. CSO#5571-09-2024, construction contract with Jasco Construction LLC for the construction for the parking lot addition and trailhead improvement at Oak Valley South Scott trailhead in the amount of \$442,734.98 with project**

**contingency of \$28,600.54 for a total amount of \$471,335.52. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a contract to the city council.

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

Motion passed 7-0.

**B. Contract with C1S for a mechanical equipment package for the Burleson Recreation Center at the guaranteed max price of \$4,079,342. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a contract to the city council.

Motion made by Larry Scott and seconded by Adam Russell to approve the first package.

Motion passed 7-0.

**C. CSO#5572-09-2024, minute order rejecting bids for ITB 2024-019 Advertisement of City Notices. (Staff Contact: Richard Abernethy, Director of Administrative Services)**

Richard Abernethy, Director of Administrative Services, presented a minute order (item 7C) and a contract (item 7D) to the city council.

Motion made by Victoria Johnson and seconded by Larry Scott to approve.

Motion passed 7-0.

**D. Contract with McClatchy Shared Services (The Fort Worth Star-Telegram) in the amount of \$45,000 for the advertisement of legal notices for one year. (Staff Contact: Richard Abernethy, Director of Administrative Services)**

Motion made by Phil Anderson and seconded by Adam Russell to approve.

Motion passed 7-0.

**E. CSO#5573-09-2024, resolution casting the City of Burleson's vote in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees 2024 Election. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a resolution to the city council.

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the resolution casting votes for the following:

- Place 11 – Randy Criswell
- Place 12 – Allison Heyward
- Place 13 – Harlan Jefferson
- Place 14 – Mike Land

Motion passed 7-0.

## 8. REPORTS AND PRESENTATIONS

### A. Receive a report, hold a discussion, and give staff direction, on updates to the FY 2024-2025 Health Fund and benefit plan changes for 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)

Cheryl Marthiljohni, Director of Human Resources, presented the FY 2024-2025 Health Fund and benefit plan changes for 2025 to city council. Harlan Jefferson, Deputy City Manager, presented the financials of the Health Fund. Lance Pendley, Vice-President of McGriff presented the multi-year approach on budgeting and addressing the funding gap on health benefits. Recommended staying self-funded.

#### Benefit changes:

- 5% employee medical monthly contribution increase
- Implementing Naviguard with UHC
- Remove health reimbursement account (HRA with Copay plan)
- Remove roll-out insurance with stop loss (only needed if we were going fully-insured)
- Move short-term disability to a voluntary benefit vs. an employer paid benefit
- Increase vision premium increase of 2.5%

<u>Example A</u>		<u>Example B</u>		<u>Example C</u>	
Option	Amount Saved	Option	Amount Saved	Option	Amount Saved
Identified Savings*	\$204,770	Identified Savings*	\$204,770	Identified Savings*	\$204,770
Reduce HSA Contribution	\$110,000	Plan Design – Option 3	\$371,275	Premium - Variable	\$96,775
RX Prior Authorization	\$62,250	<b>TOTAL</b>	<b>\$576,045</b>	Reduce HSA	\$110,000
Plan Design – Option 2	\$180,509			Plan Design – Option 2	\$180,509
<b>TOTAL</b>	<b>\$557,529</b>			<b>TOTAL</b>	<b>\$592,054</b>

*All examples exceed the 1<sup>st</sup> year goal of \$550,000*

Staff is recommending example A for a total of \$557,529. This would include savings of \$204,770, reduce HSA contributions, add additional medications to the list of prescriptions that require prior authorization, and plan design option 2.



Council was in favor of staying self-funded and example A with the removal prior authorization prescriptions. Tommy Ludwig, City Manager, stated that staff would update presentation by bringing the minimum goal down to \$475,000 and would bring an item back to council for consideration.

**B. Receive a report and hold a discussion regarding the Johnson County Bond Program. (Contact: Jennifer VanderLaan, Director, Johnson County Public Works) - MOVED**

*Item 8B was moved and discussed after the consent agenda above.*

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

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

**A. Consider approval of a resolution establishing the City Council's priorities for the 89<sup>th</sup> Legislative Session. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Brandon Agahamalian with Focused Advocacy, presented a resolution with the city council priorities for the 89<sup>th</sup> Legislative session.

Support the following:

1. That ensure comparable workers' compensation coverage for firefighters and EMTs deployed through Texas Intrastate fire Mutual aid system (TIFMAs) and Texas Task force 1 and 2 for state deployments.
2. That strengthens protections for firefighters and EMTs by recognizing presumptive cancers as job-related illnesses of injuries. This includes ensuring that these conditions are covered under workers' compensation, extending coverage for up to five years post-employment. Additionally, support the establishment of statewide of federal registries for research and documentation of work-related injuries and illness, specifically those associated with presumptive cancers, to better understand and address these risks.
3. That enhances municipal water sources/supplies or improves municipal water system redundancy
4. That enhance citizens and or municipalities to relocate migratory egrets that have roosted in residential areas
5. Support the extension of SB 2476 to eliminate balance billing for out-of-network ground ambulance service under commercial health plans regulated by the Texas Department of Insurance, ensuring fair payment for services rendered.

Tommy Ludwig, City Manager, stated that the Firefighters Association would support and bring forward items 1-2 and council could support the initiatives through them.

Mayor Fletcher requested council consider the initiative to raise the sales tax cap by one cent for the creation of a 4C for public safety. Council requested this initiative be brought back for further discussion at a future meeting.

Motion made by Adam Russell and seconded by Victoria Johnson to approve and support the initiatives presented.

Motion passed 7-0.

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

- None.

## **11. RECESS INTO EXECUTIVE SESSION**

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

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

- Receive a report and hold a discussion regarding liabilities associated with the Hidden Creek Sports Complex, including the fields, parking lot, and the real property known as commonly known as 295 E Hidden Creek Pkwy in Burleson, Johnson County, Texas
- Receive a report and hold a discussion regarding Case 3:24-CV-01894-B, *Danny R. Mitchell v. City of Burleson, et al.*, in the U.S. District Court, Northern District of Texas
- Receive a report and hold a discussion regarding Case MDL No. 218-mn-2873, *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, in the U.S. District Court, South Carolina District, Charleston Division

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

- Discuss and receive direction on an approximately ninety-acre tract of real property commonly known as 295 E Hidden Creek Pkwy and 555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas
- Discuss and receive direction on real property commonly known as 2140 SW Hulen Street, Burleson, Johnson County, Texas
- Discuss and receive direction on real property commonly known as 2270 SW Hulen Street, Burleson, Johnson County, Texas
- Discuss and receive direction on real property commonly known as 1303 SW Alsbury Blvd, Burleson, Johnson County, Texas

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

- Project Birdie
- Project Jump

Motion was made by Adam Russell and seconded by Dan McClendon to convene into executive session. **Time: 8:45 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 9:38 p.m.**

Motion passed 7-0.

## 12. ADJOURNMENT

Motion made by Victoria Johnson and seconded by Alexa Boedeker to adjourn.

Mayor Chris Fletcher adjourned the meeting.

**Time: 9:38 p.m.**

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Monica Solko  
Deputy City Secretary

**City Council Regular Meeting**

**DEPARTMENT:** Public Works  
**FROM:** Justin Scharnhorst, Deputy Director of Public Works  
**MEETING:** September 23, 2024

**SUBJECT:**

Consider approval of a contract with Jeff Eubank Roofing Co., Inc. through a cooperative purchasing agreement with Tarrant County, Texas for roof replacement at Fire Station 3 in the amount of \$62,220. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

**SUMMARY:**

In the Spring of 2024, Fire Station 3 suffered roof damage from a storm. Upon inspection, the roof was tarped, and city staff immediately contacted Texas Municipal League Intergovernmental Risk Pool (TMLIRP), the city’s insurance provider. In June of 2023, TMLIRP determined full roof replacement was warranted based on the severity of the damage. City staff solicited five proposals from contractors to perform the replacement. Staff recommends moving forward with Jeff Eubank Roofing Co. of Fort Worth, Texas. The scope of work includes full demolition of 14,400 sf of roofing, including haul-off and disposal of the existing material. The new roof will come with a manufacture 25-year warranty. The only out of pocket expenses for this work the \$2,500 deductible and remainder of this work fully reimbursed by TMLIRP.

Summary of Bids:

Contractor	Cost
Jeff Eubank Roofing	\$62,220.00
LBK Roofing	\$79,967.34
Bazan Roofing	\$80,375.00
Heath Roofing	\$85,117.30

**RECOMMENDATION:**

Recommend to move forward with Jeff Eubank Roofing Co., Inc.

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Account: 1013002-63001

Fund: General Fund

Amount: \$62,220

**STAFF CONTACT:**

Name: Justin Scharnhorst

Title: Deputy Director of Public Works

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

817-426-9646



# Fire Station 3

Presented to the City Council

September 23, 2024

# Overview

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- In the Spring of 2024, Fire Station 3, located at 245 Lakewood Drive sustained wind and hail damage.
- City Staff made interim repairs to the roof until Texas Municipal League Intergovernmental Risk Pool (TMLIRP) was able to send an adjuster to determine the extent of the damage.
- Upon inspection, it was determined the roof needed to be completely replaced.
- Factors used to determine the replacement are the current condition, the estimated cost of repairs, and
- Cost for repairs are covered through TMLIRP, less the city's \$2,500 deductible.



# Fire Station 3 Damage





# Fire Station 3 Damage





# Fire Station 3 Damage



Exposed Underlayment

Hail Damage

# Proposal Process

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- City staff began the procurement process of finding qualified companies to complete the scope of work, as determined by TMLIRP.
- Staff met on site with four companies:
  - 1. Jeff Eubank Roofing - \$62,220.00
  - 2. LBK Roofing - \$79,967.34
  - 3. Bazan Roofing - \$80,375.00
  - 4. Heath Roofing - \$85,117.30
- The proposed scope of work includes full demolition and disposal, installation, insurance, P&P Bonds, and a 25 year manufacture warranty.
- Work will be communicated and worked through the Fire Department and will not impede daily operations.
- The contractor estimated the work would take one week to complete.

# Jeff Eubank Roofing CO., Inc.

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- Founded in 1988, Jeff Eubank Roofing provides commercial services to Texas, Oklahoma and New Mexico.
- Based in Fort Worth, Texas, Jeff Eubank Roofing CO., Inc. has provided work for clients such as:
  - Texas Christian University
  - Cooks Children Medical Center
  - Texas Health Resources
  - AT&T
  - Bass Hall
  - City of Waxahachie
  - City of Grapevine
  - Tarrant County

# Recommendation

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- Jeff Eubanks Roofing CO., Inc. has a contract with Tarrant County.
- Staff recommends moving forward with a cooperative contract for the listed repairs in the amount of \$62,220.



# Questions/Comments

Name: Justin Scharnhorst

Title: Deputy Director of Public Works

Email: [jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)

Phone Number: 817-426-9646





**COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between JEFF EUBANK ROOFING CO., 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 TARRANT COUNTY a Texas government entity ("Cooperative Entity") and Vendor, **Contract No. F2024083**, as amended, (the "Agreement") with an expiration date of 07/10/2025.

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

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

Authorized Customer is eligible and desires to purchase

**SEE ATTACHMENT A.**

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

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

**Purchase Price** - Payments under this Customer Agreement are in the amount of SIXTY-TWO THOUSAND, TWO HUNDRED TWENTY AND NO/100 DOLLARS ("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. If the contract price exceeds \$50,000 a performance bond is required. If the contract price exceeds \$100,000 both performance and payment bonds are required.

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

**Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on \_\_\_\_\_. This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

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

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

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

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

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

CITY OF BURLESON

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

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

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

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

VENDOR: JEFF EUBANK ROOFING CO., INC.

By:  \_\_\_\_\_  
03EBE551102E45F...

Name: Jeff Eubank

Title: President

Date: 9/6/2024

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



# JEFF EUBANK ROOFING CO., INC.

## Proposal

August 19, 2024

City of Burleson  
141 W Renfro St  
Burleson, Texas 76028

Attn: Darrin Parle

Re: Burleson Fire Station #3 – 245 Lakewood Dr, Burleson, Texas - Roof Replacement Proposal

Per your request we respectfully submit the following scope of work on the above referenced property:

1. Remove and properly dispose of the existing shingles, underlayment, and metal edge.
2. Install new underlayment per manufacturer's installation requirements.
3. Install new prefinished metal edge.
4. Install new boot flashings.
5. Install new GAF HDZ shingles.
6. Provide GAF 25-year manufacturer's warranty.

We will complete the above scope of work for the sum of **\$61,000.00**.

### Notes:

1. We include work at 14,400 sf of roofing.
2. We include all safety measures to meet OSHA regulations.
3. Our shop is certified to fabricate and install ANSI-SPRI ES-1 sheet metal flashings. We include shop-fabricated sheet metal flashings only.
4. We Builder's Risk and Payment & Performance Bonds. If P&P is desired, please add 2.0% to total contract amount.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Fetty', is written over a light blue horizontal line.

Matt Fetty  
Jeff Eubank Roofing Co, Inc.

Prices quoted are in effect for thirty (30) days from the above date only, unless otherwise confirmed in writing.

▲ Commercial Roofing and Sheet Metal ▲

▲ 1900 Northpark Dr. ▲ Ft. Worth, TX 76102 ▲ (817) 334-0161 ▲ Fax (817) 336-1811 ▲

www.eubankroofing.com ▲ Registered in TX & OK ▲ Licensed in AR, LA & NM

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

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

Jeff Eubank Roofing Co Inc  
Fort Worth, TX United States

Certificate Number:  
2024-1206405

Date Filed:  
08/27/2024

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

City of Burleson

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Bur082724  
Roofing Services

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

**5 Check only if there is NO Interested Party.**

### 6 UNSWORN DECLARATION

My name is Jeff Eubank, and my date of birth is 02-02-1957.

My address is 4400 Ridgehaven Road, Fort Worth, TX, 76116, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 27<sup>th</sup> day of August, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

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**City Council Regular Meeting**

**DEPARTMENT:** Public Works

**FROM:** Justin Scharnhorst, Deputy Director of Public Works

**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval to renew contract 10230024 with Ambassador Services, LLC. exercising the first of two remaining renewals for janitorial services in the amount of \$222,300. (*Staff Contact: Justin Scharnhorst, Deputy Director of Public Works*)

**SUMMARY:**

Ambassador Services, LLC. was awarded a contract as a result of ITB 2023-009 on April 3, 2023 to provide janitorial services. Generally, buildings are cleaned each day they are open for business. Contractually, the scope of work includes general services such as sweeping, mopping, vacuuming, dusting, and disposing of garbage and recycling, including deep cleans for VCT and carpet floors. Each facility was bid individually providing an annual cost for the service for each building. Each facility has specific quantities and frequencies in which the vendor will provide services within that specific facility. Service for each building varies in response to the usage type, number of days open, flooring types, and restroom square footage.

Over the last year, Facilities has had the opportunity to onboard the vendor and familiarize them with each facility. Through this process, it is imperative that staff is continually meeting with the vendor, and our internal customers to ensure they are receiving an acceptable level of service for their building. Over the last two months, Public Works has created an internal survey which focused on a portion of the janitorial services contract, and created a facility liaison that will better streamline requests, or issues at each facility. Through both of these efforts, staff is comfortable with moving forward with requesting and recommending the approval to new the second year of this contract.

**RECOMMENDATION:**

Recommend approval

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

N/A

**REFERENCE:**

CSO # 5057-04-2023

**FISCAL IMPACT:**

Budgeted Y/N: Y  
Fund Name: General Fund  
Full Account #s: 1013002-61010  
Amount: \$184,376

Budgeted Y/N: Y  
Fund Name: Parks Performance  
Full Account #s: 2035004-61001  
Amount: \$37,924

**STAFF CONTACT:**

Name: Justin Scharnhorst  
Title: Deputy Director of Public Works  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646

# Janitorial Services Contract

Presented to the City Council

September 23, 2024

# Janitorial Services Overview

- The City has used a third-party janitorial services for over 17 years
- In April of 2023, Ambassador Services was awarded a 17-month contact, with the option for two extensions
- Contract provides an opportunity to make market adjustments in pricing at each renewal



# Specifications

- Services provided at each facility are based on needs of the facility and service frequency ranges from two to seven days per week depending on the location and use of the facility
- As part of the procurement process, each location was walked with contractors during a pre bid conference to identify each office, lobby area, bathroom, and public area to be serviced
- Vendors provided rates inclusive of paper goods and supplies based on the frequencies and tasks, per location

# Services Provided



Floors



Furniture



Garbage & Recycling



Restrooms



Windows



Tile & Grout



Carpet

Contract specifies daily, weekly, monthly and annual task frequencies by facility

# Current Vendor: Ambassador Services

- Ambassador Services currently services over 395 properties
- Clients include:
  - City of Houston
  - City of Dallas
  - City of Sugarland
  - City of Frisco
  - City of Keller
  - Texas Military Department

# Internal Operations

- Public Works manages this contract and in July 2024, worked with departments to establish facility liaisons
- In August 2024, liaisons were surveyed to provide feedback on a variety of facility issues including the performance of this contractor
- While there is always room for improvement, the liaisons generally agree that Ambassador is meeting specifications; efforts to monitor contractor performance will continue

# Contract Elements

- Initial contract award had a 17-month term to align contract term expiration with the fiscal year
- Each renewal term, if awarded, will run October 1<sup>st</sup> to September 30<sup>th</sup>
- Original contract allows Ambassador to request a price increase of up to 4% at each renewal
- This proposed renewal includes a requested 4% increase – based on review of Consumer Price Index data, the request is justified

# Staff Recommendation

Approval of the first renewal option with Ambassador Services in the amount of \$222,300 for fiscal year 2024-2025.

# Questions/Comments

Name: Justin Scharnhorst

Title: Deputy Director of Public Works

Email: [jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)

Phone Number: 817-426-9646

## Price Increase

August 23, 2024

City of Burleson  
Justin Scharnhorst  
Public Works Department  
Deputy Director

Dear Mr. Scharnhorst,

First and foremost, please allow us to express our gratitude for being such a loyal and consistent customer to Ambassador Services. Your satisfaction is very important to us, and we hope we have been successful in providing you with exceptional customer service.

Beginning October 1, 2024, we will be increasing our prices by **4%**. Due to the growing expenses that go into our service model, this increase is unavoidable. There has been a tremendous rise in labor prices, fuel, and raw materials. Service charges of employees have also soared up along with other expenses of transportation and importing supplies.

This price increase is minimal but necessary as our desire is to continue to provide you with the quality you've come to expect.

If you have any questions or concerns, please don't hesitate call.

Thank you,



**Artemio Garcia**  
*Director of Finance*



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2024-1205154

Date Filed:  
 08/23/2024

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Ambassador Services, LLC  
 Houston, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 2023-009  
 Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Melgar, Alex	Houston, TX United States	X	
	Telles, Carlos	Houston, TX United States		X

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Amanda Grissom, and my date of birth is 08/20/1990.

My address is 11710 North Freeway, Suite 200, Houston, TX, 77060, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 23 day of August, 2024.  
(month) (year)

*Amanda Grissom*

Signature of authorized agent of contracting business entity  
 (Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Legal

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

**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of an ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel. (Final Reading) (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)

**SUMMARY:**

**INTRO**

The City of Burleson, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). ACSC undertakes activities on behalf of its city members and their citizens, including participation in rate cases. The City has been a longtime member of ACSC, and in 2023 passed a resolution to continue its membership.

**2023 ATMOS RATE REQUEST**

In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff

adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2024. ACSC members should take action approving the Resolution/Ordinance before September 30, 2024.

## **RATE TARIFFS**

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$164.7 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

## **MONTHLY BILL IMPACT**

The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis, or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%. Atmos provided bill impact comparisons containing these figures.

## **SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS**

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

## **RRM SAVINGS OVER GRIP**

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2024, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

### **Comparison to Other Mid-Tex Rates (Residential)**

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$48.19	-
DARR:	\$54.30	\$6.11
ATM Cities:	\$49.59	\$1.40
Environs:	\$49.53	\$1.34

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

### **CONCLUSION**

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$196.8 million in additional system-wide revenues, the RRM settlement at \$164.7 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$164.7 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2024. New rates become effective October 1, 2024.

### **OPTIONS:**

- 1) Approve the ordinance; or
- 2) Deny the ordinance.

### **RECOMMENDATION:**

Approve the ordinance

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

On September 9, 2024, the City Council approved the ordinance on first reading.

### **FISCAL IMPACT:**

n/a

### **STAFF CONTACT:**

Matt Ribitzki  
 Sr. Deputy City Attorney/Director of Legal Services  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
 817-426-9664

# Ordinance Approving the Settlement Agreement Between the Atmos Cities Steering Committee and Atmos

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PRESENTED TO THE CITY COUNCIL ON  
SEPTEMBER 23, 2024

# Atmos Settlement Agreement

- The city is a regulatory authority over Atmos Energy Corp., Mid-Tex Division with an interest in the rates and charges of Atmos
- The city has been a longtime member of the Atmos Cities Steering Committee (ACSC)
- ACSC is a coalition of 181 other cities that undertakes activities on behalf of its city members and their citizens, including participation in rate cases
- On April 1, 2024, Atmos filed a rate request pursuant to the rate review process requesting additional system-wide revenues of \$196.8 million
- After discovery and several meetings, ACSC and Atmos agreed to settle the case for \$164.7 million, a reduction of \$32.1 million

# Atmos Settlement Agreement

- The impact of the settlement on average residential usage is an increase of \$5.52 on a monthly basis, or 6.24%
- The impact of the settlement on average commercial usage is an increase of \$13.39 on a monthly basis, or 3.44%
- ACSC believes the \$164.7 settlement is fair and reasonable
- The ACSC Executive Committee urges all ACSC members to pass an ordinance approving the settlement before September 30, 2024
- New rates will become effective October 1, 2024

# Atmos Settlement Agreement

## Action Requested:

- Approve an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company's 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; and requiring the company to reimburse ACSC's reasonable ratemaking expenses.
- Staff recommends approval



## ORDINANCE

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

WHEREAS, the City of Burleson, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024 Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

**Section 1.** That the findings set forth in this Ordinance are hereby in all things approved.

**Section 2.** That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**Section 4.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section 5.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

**Section 6.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2024 RRM filing.

**Section 7.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 8.** That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 9.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

**Section 11.** That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chris Fletcher, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Campos, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

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**City Council Regular Meeting**

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of a resolution ratifying the actions of the Burleson 4A Economic Development Corporation's actions on September 23, 2024 authorizing a land sale contract purchase with Burleson Highpoint Investments, LLC for a 10-acre tract located in Highpoint Business Park on Vantage Drive near FM 917.  
*(Staff Contact: Alex Philips, Economic Development Director)*

**SUMMARY:**

The Burleson 4A Economic Development Corporation is considering the purchase of approximately 10 acres for Burleson Highpoint Investments, LLC. This 10-acre tract has been identified as a potential site for a future development.

**RECOMMENDATION:**

Staff recommends approval of this land sale contract

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

N/A

**REFERENCE:**

**FISCAL IMPACT:**

Funds for the purchase are budgeted in FY25

**STAFF CONTACT:**

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



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## City Council Regular Meeting

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of a resolution ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burlleson 4A Economic Development Corporation and the Bethany Special Utility District for infrastructure to support industrial development in the City of Burlleson, Texas. (*Staff Contact: Alex Philips, Economic Development*)

**SUMMARY:**

Bethany owns, operates, and maintains facilities for distributing treated water and holds an exclusive certificate of convenience and necessity to furnish water to an area within the City of Burlleson along the southern boundaries of the City.

The City has received proposals for several desirable developments in that area, but the area remains undeveloped due to the size of Bethany's current water line which does not have sufficient pressure for the fire suppression requirements to serve any user larger than 6,000 square feet. Bethany has studied the necessary upgrades to serve industrial users in the area, and has determined the total cost to upsize the water line to be \$3,000,000. Bethany does not have the current resources to fund the entire cost, but has committed to contribute \$800,000 toward the construction of the water line

To encourage industrial development in the area, the EDC desires to facilitate the construction of the water line by matching Bethany's contribution, to be paid upon completion of the water line. The EDC has determined and found that the project is suitable or required for the construction of infrastructure necessary to promote or develop new or expanded business and industrial purposes. The EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the project being located in the City, and desires to have Bethany construct and operate the water line in the City. The project will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the project is anticipated to outweigh the amount of expenditures required of the EDC by the project under this Agreement.

**RECOMMENDATION:**

Approve a resolution ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethany Special Utility District for infrastructure to support industrial development in the City of Burleson, Texas.

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

N/A

**REFERENCE:**

Insert CSO# if applicable  
Insert resolution or ordinance change

**FISCAL IMPACT:**

Project can be funded from the budgeted 4A fund

**STAFF CONTACT:**

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

# Bethany Water

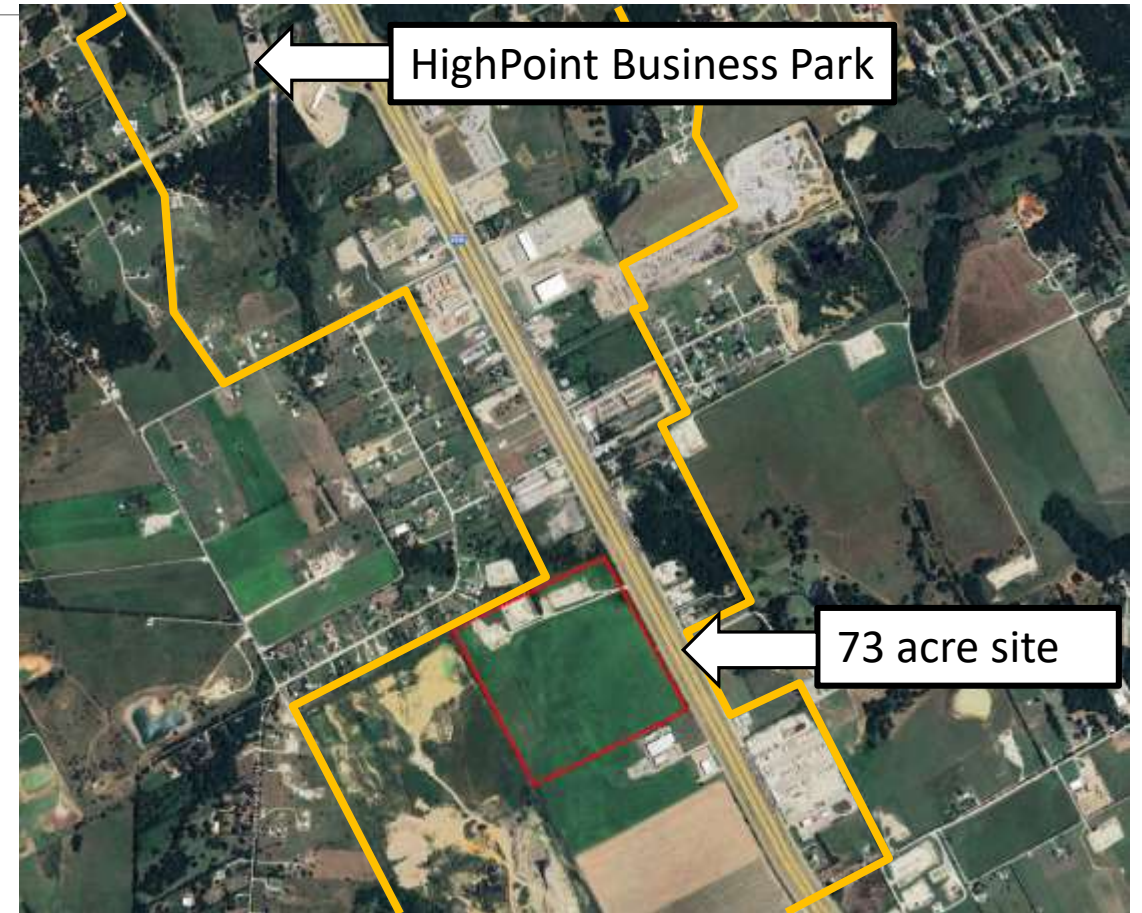
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BURLESON CITY COUNCIL

9/23/2024

# Bethany Water

- Sourced from multiple wells and JCSUD
- Current capacity is 1.9 million gallons
  - Over 1 million gallons available
- Approximately 73 acre site in Bethany Water CCN
- Undeveloped due to Bethany Water infrastructure
- All desired industrial prospects that have considered the site pass due to lack of water pressure for fire suppression, restricting buildings to 6,000 square feet
- Adjacent industrial companies have expressed a desire to expand once water pressure will support fire suppression



# Development Obstacle

- Bethany has studied the necessary upgrades to serve industrial users in this area
- The total cost for Bethany to upsize the line is \$3 million
- Bethany is committed to contribute \$800,000 toward the project
- Staff proposes to match Bethany's contribution of \$800,000
- Future area development will be responsible for remainder of the cost
- Will increase pressure only, will not increase capacity





# Return on Investment

	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
<b>CAPEX</b>	\$ 35,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Appraised Value (70% of CAPEX)</b>	\$ 24,500,000.00	\$ 25,235,000.00	\$ 25,992,050.00	\$ 26,771,811.50	\$ 27,574,965.85	\$ 28,402,214.82	\$ 29,254,281.26	\$ 30,131,909.70	\$ 31,035,866.99	\$ 31,966,943.00
<b>Revenue</b>										
4A Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GF Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ 154,962.50	\$ 159,611.38	\$ 164,399.72	\$ 169,331.71	\$ 174,411.66	\$ 179,644.01	\$ 185,033.33	\$ 190,584.33	\$ 196,301.86	\$ 202,190.91
<b>Expenses</b>										
Water Contribution	\$ (800,000.00)									
<b>Annual</b>	\$ (645,037.50)	\$ 159,611.38	\$ 164,399.72	\$ 169,331.71	\$ 174,411.66	\$ 179,644.01	\$ 185,033.33	\$ 190,584.33	\$ 196,301.86	\$ 202,190.91
<b>Cumulative</b>		\$ (485,426.13)	\$ (321,026.41)	\$ (151,694.70)	\$ 22,716.96	\$ 202,360.97	\$ 387,394.30	\$ 577,978.62	\$ 774,280.48	\$ 976,471.40

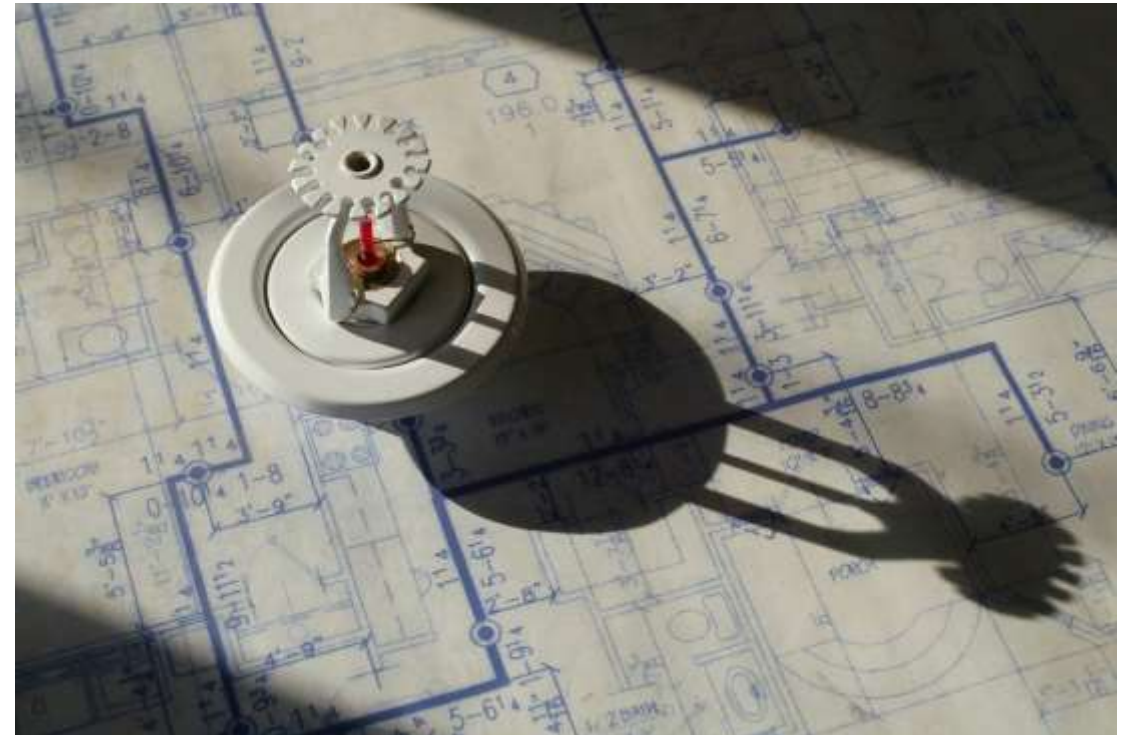
<b>4A 10yr ROI</b>	<b>4A 20yr ROI</b>
<b>-100%</b>	<b>-100%</b>
<b>GF 10yr ROI</b>	<b>GF 20yr ROI</b>
<b>122%</b>	<b>420%</b>

# Performance Agreement

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## TERMS

- EDC commits \$800,000 toward water line project
- EDC will only make payment once line is complete and verified to provide sufficient pressure
- Bethany Water must complete the project within five years to receive contribution
- Payment will be made after testing verifies the pressure is sufficient for fire suppression





# Requested Action

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- \*Approve a resolution ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethany Special Utility District for infrastructure to support industrial development in the City of Burleson, Texas

# Questions / Comments

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

**PERFORMANCE AGREEMENT BETWEEN**  
**THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND**  
**BETHANY SPECIAL UTILITY DISTRICT**

This Economic Development Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and among the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City of Burleson, Counties of Johnson and Tarrant, State of Texas (the "EDC"), by and through its President, and Bethany Special Utility District ("Bethany"), acting by and through its duly-authorized Board President, Tommy Head. In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**ARTICLE 1.**  
**WITNESSETH**

- 1.01 Bethany owns, operates, and maintains facilities for distributing treated water and holds an exclusive certificate of convenience and necessity to furnish water to an area within the City of Burleson (the "City") along the southern boundaries of the City as depicted on Exhibit A (the "Area").
- 1.02 The City has received proposals for several desirable developments in the Area, but the Area remains undeveloped due to the size of Bethany's current water line which does not have sufficient pressure for the fire suppression requirements to serve any user larger than 6,000 square feet.
- 1.03 Bethany has studied the necessary upgrades to serve industrial users in the Area, and has determined the total cost to upsize the water line to be Three Million Dollars (\$3,000,000.00).
- 1.04 Bethany does not have the current resources to fund the entire cost, but has committed to contribute Eight Hundred Thousand Dollars (\$800,000.00) toward the construction of the Water Line (as hereinafter defined) to the Area.
- 1.05 To encourage industrial development in the Area, the EDC desires to facilitate the construction of the Water Line by matching Bethany's contribution, to be paid upon completion of the Water Line.
- 1.06 The EDC has determined and found that the Project, as defined herein, that the expenditure of the EDC set forth in this Agreement are suitable or required for the construction of infrastructure necessary to promote or develop new or expanded business and industrial purposes, and falls within the definition of a project" as defined in Section 501.103 of the Act.

- 1.07 The EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the Project being located in the City, and desires to have Bethany construct and operate the Water Line in the City.
- 1.08 The Project will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Project is anticipated to outweigh the amount of expenditures required of the EDC by the Project under this Agreement.
- 1.09 The EDC has found the Project will contribute to an increase in economic development in the City.

## **ARTICLE 2** **DEFINITIONS**

- 2.01 The terms "Agreement," "Area," "Bethany," "City," "EDC," "Effective Date," and shall have the meanings provided, above.
- 2.02 "Project" means the EDC contributing Eight Hundred Thousand Dollars (\$800,000.00) towards the construction of the Water Line.
- 2.03 "Water Line" means the construction by Bethany of a water line sufficient to provide fire suppression service to large industrial facilities in the Area, in general conformance with the depiction on Exhibit B.

## **ARTICLE 3.** **AUTHORIZATION**

The EDC finds and determines that this Agreement is authorized and governed by the Development Corporation Act of 1979, and the Development constitutes a Project as contemplated by the Act.

## **ARTICLE 4.** **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate when the obligations of both parties are met, or five (5) years from the Effective Date, whichever occurs first.

## **ARTICLE 5.** **OBLIGATIONS OF BETHANY**

When funding is available, but no later than five (5) years after the Effective Date, Bethany shall commence construction of the Water Line in full conformance with all state and federal law, and applicable ordinances of the City, including but not limited to the Right-of-Way Management Ordinance found in Chapter 70 of Code of Ordinances,

City of Burleson, Texas. Construction of the Water Line shall conform to the requirements found in \_\_\_\_\_. The Water Line shall be completed within \_\_\_\_\_ after commencement of construction.

## **ARTICLE 6. OBLIGATIONS OF THE EDC**

Provided Bethany is in full conformance with the material terms of this Agreement, the EDC shall pay to Bethany Eight Hundred Thousand Dollars (\$8,000,000.00) within thirty (30) days after completion of the Water Line and a \_\_\_\_\_ is issued by \_\_\_\_\_ verifying Water Line is fully functional and capable of providing pressure sufficient for fire suppression for buildings over 6,000 square feet.

## **ARTICLE 7. AUTHORITY; COMPLIANCE WITH LAW**

- 7.01 Bethany hereby represents and warrants to the City that its has full lawful right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by the Bethany Board of Directors and this Agreement constitutes the legal, valid, and binding obligation of Bethany Board of Directors, and is enforceable in accordance with its terms and provisions.
- 7.02 Notwithstanding any other provision of this Agreement, Bethany shall comply with all federal, state, and local laws.
- 7.03 To the extent applicable to Bethany, during the term of this Agreement, Bethany agrees not to knowingly employ any undocumented workers at the Water Line, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Bethany shall repay the amount of the EDC contributions received by Bethany as of the date of such violation within one hundred twenty (120) business days after the date Bethany is notified by the EDC of such violation, plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to Bethany's or violation of this section.

## **ARTICLE 8. DEFAULT AND REMEDIES**

- 8.01 Default by Bethany. In the event: (i) Bethany fails to fulfill its obligations under Article 4 of this Agreement; or (ii) Bethany materially breaches any of the material terms and conditions of this Agreement, then Bethany after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, the EDC shall give Bethany written notice of such breach and/or default, and if Bethany has not cured such breach or default within

ninety (90) days after receipt of such notice, the EDC may terminate this Agreement by written notice to Bethany, and the EDC shall have no further obligation to Bethany.

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

#### **ARTICLE 9.** **RIGHT OF OFFSET**

Bethany agrees that, subject to the provision of Notice by the EDC and 60-day period following receipt of Notice in which Bethany may respond or act, the EDC may offset the amount of incentives due to Bethany under Article 5 for any calendar year under this Agreement against any amount which is: (i) lawfully due to the EDC from Bethany, and (ii) not subject to challenge by Bethany in a court of competent jurisdiction by Bethany.

#### **ARTICLE 10.** **FORCE MAJEURE**

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

#### **ARTICLE 11.** **ASSIGNMENT**

Bethany may not assign any part of this Agreement without consent or approval by the EDC.

#### **ARTICLE 12.** **MISCELLANEOUS MATTERS**

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

- 12.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The EDC (including its past, present and future officers, elected officials, directors, employees and agents of the EDC) does not assume any responsibility to any third party in connection with Bethany's construction of the Water Line.
- 12.03 Applicable Law and Venue. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable state and federal laws. This Agreement is performable in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas. Venue for any action arising under this Agreement shall lie in the State District Courts of Johnson County or if in federal court, the 5<sup>th</sup> Circuit Federal District Court.
- 12.04 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 12.05 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 12.06 Relationship of Parties. The parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either party be an agent, representative, trustee, or fiduciary of the other. Neither party shall have any authority to bind the other to any agreement.
- 12.07 Governmental Powers. By execution of this Agreement, the EDC does not waive or surrender any governmental immunities, powers or rights.
- 12.08 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 12.09 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and



except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

- 12.10 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after depositing, with such an overnight courier service or (c) two (2) business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**Bethany:** Bethany Special Utility District  
138 S. CR 810  
Alvarado, TX 76009  
Attn: \_\_\_\_\_

**EDC:** Board President  
Burleson Economic Development Corporation  
141 West Renfro  
Burleson, Texas 76028

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

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

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

- 12.13 Texas Government Code Verifications. To the extent the following statutes are applicable to Bethany, Bethany verifies and certifies that it does not and during the duration of this Agreement will not:

- A. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

- B. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- C. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- D. Operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- E. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

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

**BURLESON ECONOMIC DEVELOPMENT CORPORATION**

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

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

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

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

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of the Burleson Economic Development Corporation, on behalf of said entity.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**Bethany Special Utility District**

By: Tommy W. Head  
Tommy Head, President

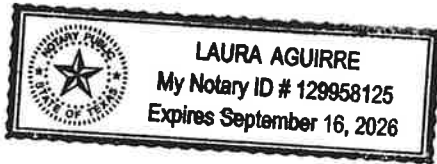
Date: 8-28-24

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on August 28th, 2024 by Tommy Head, the President of Bethany Special Utility District,, on behalf of said entity.

[Notary Seal]

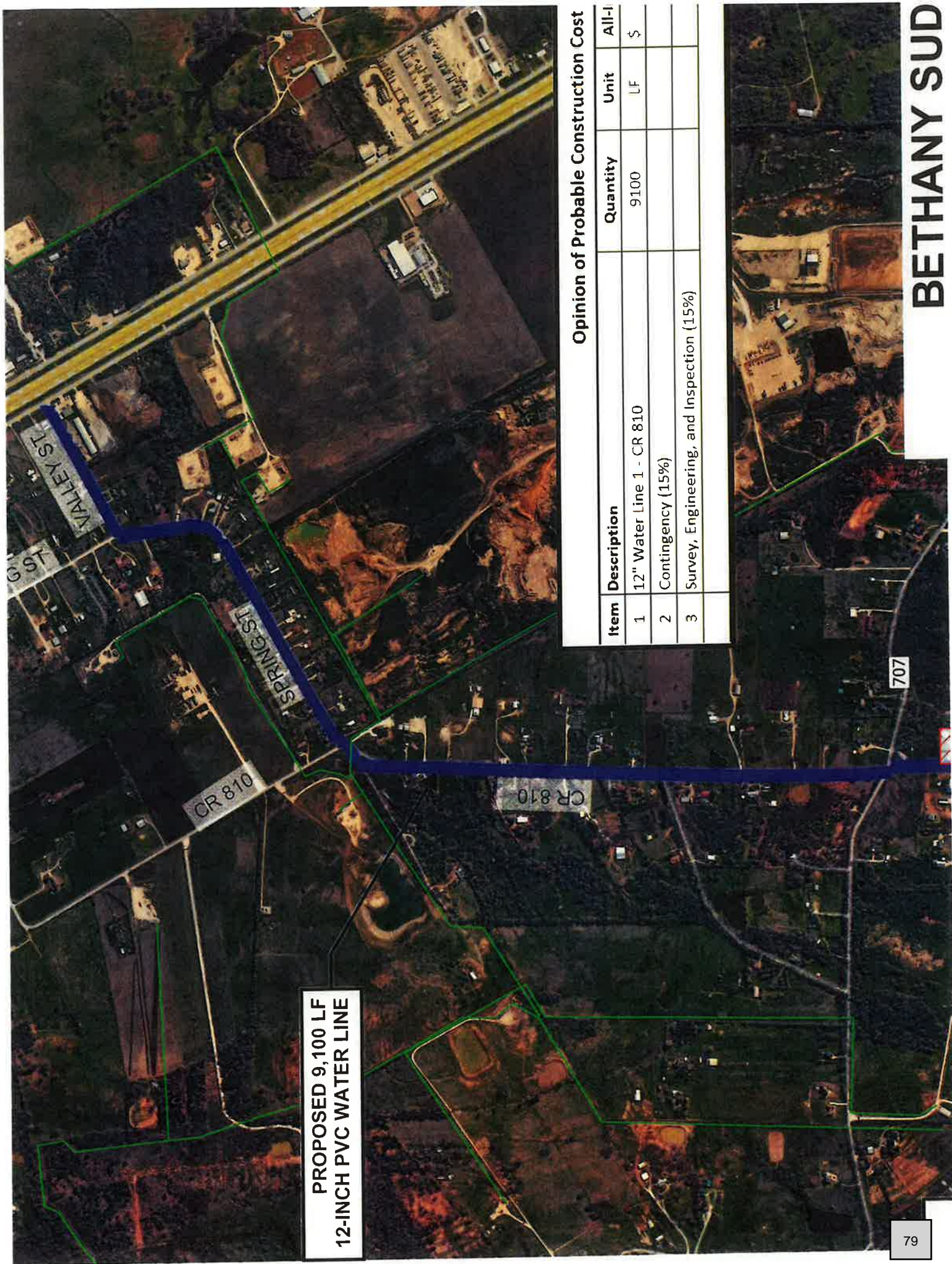
Laura Aguirre  
Notary Public, State of Texas



# Exhibit A

## Depiction of The Area





**PROPOSED 9,100 LF  
12-INCH PVC WATER LINE**

**Opinion of Probable Construction Cost**

Item	Description	Quantity	Unit	All-i
1	12" Water Line 1 - CR 810	9100	LF	\$
2	Contingency (15%)			
3	Survey, Engineering, and Inspection (15%)			

**To:** City of Burleson Economic Development Corporation

**From:** Tanner Underwood, PE

**Date:** August 16, 2024

**Dunaway #:** 6997.008

**Re: Bethany SUD IH-35W Corridor Fire Flow Capacity Evaluation**

## Introduction

Bethany Special Utility District (SUD) is a rural water utility providing service generally between the cities of Alvarado, Burleson and Keene in Johnson County, Texas. Development has grown south along the Interstate Highway (IH) 35W corridor from Burleson, and in recent years has begun to enter the approximate 4 miles of frontage that lies within Bethany SUD's service area. Commercial and industrial developers along the IH-35W corridor are requesting Bethany SUD provide fire flows in excess of 1,500 gallons per minute (gpm), an amount which the rural water district can sustain with the implementation of a critical piece of infrastructure discussed herein.

## System Evaluation

The Bethany SUD water distribution system was evaluated for the provision of fire flow to the IH-35W corridor. Fire flow capacity is defined as the available flow from a fire hydrant with a minimum residual pressure of 20 pounds per square inch (psi). Currently, with the 8" or smaller pipelines near the northern boundary of the system, the modeled fire flow capacity is approximately 500 gpm, well below the amount being requested.

## Hydraulic Analysis

Hydraulic analysis utilizing Autodesk Infowater Pro was conducted to determine improvements necessary to extend the requested fire flows to the IH-35W corridor. The analysis concluded that a 12" diameter water line would be required to be extended North along County Road 810 from the elevated storage tank located at the intersection of County Road 810 and County Road 707 to IH-35W, depicted in the Exhibit A attached. The system wide model, which was calibrated in late 2021, indicates that with the proposed 12" water line extension approximately 2,600 gpm of fire flow is available at the County Road 810 and IH-35W intersection.

## Recommendation

Due to the development activity and interest along the IH-35W corridor in Bethany SUD's water service area, it is recommended that the 12" water line extension proposed be constructed to facilitate growth in the area. As development grows south, it is anticipated that individual developers would extend the 12" water line south along the IH-35W frontage, eventually looping the 12" water line at County Road 707 and ultimately US 67. Anticipated total project costs are included on Exhibit A.

If you should have any questions, please contact me.

Best Regards,



Jonathon T. Underwood, P.E.  
Discipline Lead | Dunaway, LLC  
D: 817-335-2937  
E: tunderwood@dunaway.com



## Exhibit B

### Depiction of The Water Line



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**City Council Regular Meeting**

**DEPARTMENT:** Administrative Services

**FROM:** Richard Abernethy, Director of Administrative Services

**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of a Cooperative Purchase Agreement for the purchase of products and services from Amazon Marketplace through the cooperative contract with Choice Partners in the amount of \$175,000.00 for the fiscal year 2024-2025.

**SUMMARY:**

The Choice Partners cooperative agreement allows federal and local governments to purchase goods through Amazon using Business Prime. This service offers business-only pricing with quantity discounts and enables the comparison of pricing from multiple vendors, ensuring that the city secures the lowest price for each item. Additionally, it provides free one-day or two-day shipping on eligible items with no minimum purchase requirement.

On September 18, 2023, the City Council authorized an annual expenditure with Amazon Marketplace, via Minute Order, for the purchase of products and services not to exceed \$150,000, using the OMNIA Partners Purchasing Agreement (R-TC-17006). This year, the Purchasing Division is requesting that the City begin leveraging the cooperative contract offered through Choice Partners (Contract Number 22/045KN-01) to receive a 0.25% rebate on all purchases. The Purchasing Division is actively analyzing purchases made through other suppliers to determine if transitioning those purchases to Amazon Marketplace would offer the best value to the city and further opportunities to maximize this rebate benefit. Should additional opportunities be identified, they will be brought forward as an amendment to this agreement to authorize additional spend.

Choice Partners is a national purchasing cooperative that offers procurement contract solutions compliant with government purchasing requirements. This contract was initially awarded on August 17, 2022 and included two renewal options through August 16, 2025. The RFP process was facilitated by a Texas entity, the Harris County Department of Education, ensuring adherence to applicable Texas laws related to governmental procurement and meets the statutory requirements of Texas Local Government Code 271.102. The City is a member of Choice Partners Purchasing Cooperative.



**RECOMMENDATION:**

Approve a Cooperative Purchase Agreement for the purchase of products and services from Amazon Marketplace through the cooperative contract with Choice Partners in the amount of \$175,000.00 for the fiscal year 2024-2025.

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

September 18, 2023: Approval of a Minute Order authorizing an amount not to exceed \$150,000 for fiscal year 2023-2024.

**REFERENCE:**

CSO# 1088-08-2019

**FISCAL IMPACT:**

\$175,000 authorized for miscellaneous purchases for all city departments, not to exceed individual departmental budgets.

**STAFF CONTACT:**

Richard Abernethy  
Director of Administrative Services  
[rabernethy@burlesontx.com](mailto:rabernethy@burlesontx.com)  
817-426-9662



# City of Burleson & Amazon Prime Business

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CITY COUNCIL

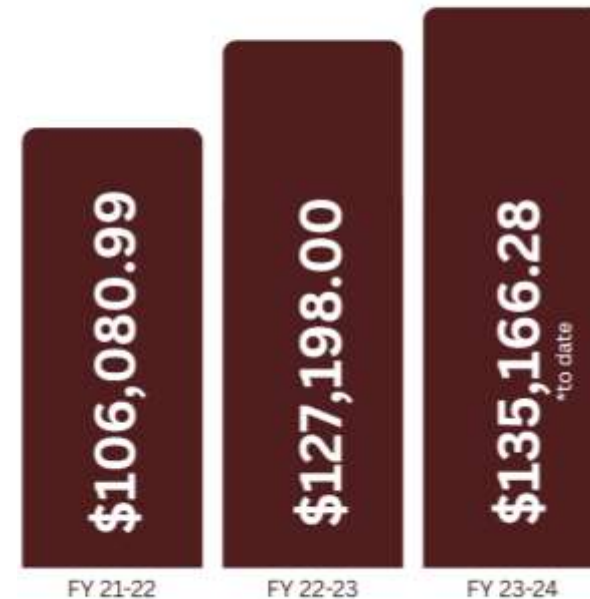
SEPTEMBER 23, 2024

# Background

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- The City of Burleson has leveraged a cooperative contract with Omnia Partners for the purchase of goods from Amazon Marketplace since 2019
- Multiple cities leverage cooperative contracts for Amazon Marketplace including the City of Fort Worth, City of Grand Prairie, and City of Arlington)
- Citywide spend with Amazon has steadily increased year over year. As a result, spend with other retailers has decreased (such as Office Depot and Staples)

**Annual Amazon Spend**



# Purchasing Cooperative Overview

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- State law allows Cooperative Purchasing Agreements to satisfy the need for competitive bidding, streamlining the procurement process
- The Choice Partners cooperative contract was competitively bid by a Texas local government entity, ensuring compliance and favorable terms
- While the City previously leveraged the Omnia cooperative contract, the transition to Choice Partners offers identical pricing in addition to a 0.25% rebate on all purchases
- Choice Partners does not require the City to self-report purchases in order to receive the rebate. This is done automatically by Amazon

# Amazon Prime Business Benefits

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- Departments can search for items, compare prices across multiple marketplaces, and view quotes from various sellers to ensure competitive pricing
- Built-in policy and approval workflows for added security and authorization, reducing the risk of misappropriation
- Establish policies to automatically prioritize **local**, small, and diverse sellers
  - Organizational settings are customizable by the Purchasing Division, allowing us to highlight and guide staff to products from sellers in our city, county, and state
- Free same-day, one-day, or two-day shipping ensures quick delivery, reducing downtime and minimizing costly last-minute purchases
- Gain insights into spending patterns with detailed analytics and reporting tools

# City Council Requested Action

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Approval a Cooperative Purchase Agreement for the purchase of products and services from Amazon Marketplace through the cooperative contract with Choice Partners in the amount of \$175,000.00 for the fiscal year 2024-2025.

## COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Amazon.com Services LLC ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the Choice Partners Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 22/045KN-01, as amended, (the "**Agreement**") with an expiration date of 8/16/2025.

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

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

Authorized Customer is eligible and desires to purchase

### **Miscellaneous items on an as-needed basis from the Amazon Business Online Marketplace**

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

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

**Purchase Price** - Payments under this Customer Agreement are in the amount of One hundred seventy-five thousand dollars and NO/100 ("**Purchase Price**").

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

**Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

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

**Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on \_\_\_\_\_.  
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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

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

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

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

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

CITY OF BURLESON

VENDOR Amazon.com Services LLC

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

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

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

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

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

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

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

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



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**City Council Regular Meeting**

**DEPARTMENT:** Public Works  
**FROM:** Justin Scharnhorst, Deputy Director  
**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of a minute order authorizing the purchase and installation of guardrail along S. Dobson Street through a cooperative purchasing agreement with Tarrant County, Texas and Vann Elli, Inc. in the amount of \$15,325, in accordance with Council Policy 17. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

**SUMMARY:**

Councilmember Johnson presented a request to staff to evaluate extension of the existing guardrail along S. Dobson Street in the vicinity of the Burleson Soccer Complex. Staff assessed the location and supports extending the guardrail from its current northern terminus by approximately 275 feet to enhance safety and reducing the likelihood of future incidents of vehicles leaving the road and impacting the soccer field property.

Council Policy 17, Section II (b)(ii) states, "Notify the City Manager, in writing, of the request a least ten (10) business days before any regularly scheduled City Council meeting." This request is presented before the council for discussion and consideration.

**RECOMMENDATION:**

N/A

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Amount: \$15,325.00  
Account: TBD

**STAFF CONTACT:**

Name: Justin Scharnhorst  
Title: Deputy Director of Public Works  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646

# S. Dobson Guardrail Extension

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PRESENTED TO THE CITY COUNCIL  
SEPTEMBER 23, 2024

# Overview

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- Council Policy 17, Section II (b)(ii) states, “Notify the City Manager, in writing, of the request a least ten (10) business days before any regularly scheduled City Council meeting.” This request is presented before the council for discussion and consideration.
- The purpose of this request is to further create a barrier at the curve by the Burleson Soccer Complex along S. Dobson.
- By extending this, it could mitigate the risk of a vehicle traveling onto portions of the field, and reduce damage to existing infrastructure.
- Over the last eighteen months, there has been three incidences at this location.

# S. Dobson Guardrail Extension



# Vann Elli, Inc.

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- Vann Elli, Inc. is a construction company in Joshua, Texas that specializes in highway, street and road construction.
- The proposal was procured through an existing cooperative contract with Tarrant County, Texas.
- The scope of work includes tying into the existing section of guardrail and extending it to 275 ft. to the north, in the vicinity of the soccer fields.
- The contract would include full installation of the material per TxDOT specifications.
- The cost of this project would come from the Street Maintenance Fund in October 2024.

# Questions/Comments

Name: Justin Scharnhorst

Title: Deputy Director of Public Works

Email: [jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)

Phone Number: 817-426-9646





**COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between VANN/ELLI, 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 **TARRANT COUNTY** a Texas government entity ("**Cooperative Entity**") and Vendor, **Contract No. 2022-097**, as amended, (the "**Agreement**") with an expiration date of 04/29/2025.

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

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

Authorized Customer is eligible and desires to purchase

**SEE ATTACHMENT A.**

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

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

**Purchase Price** - Payments under this Customer Agreement are in the amount of FIFTEEN THOUSAND, THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ("**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. If the contract price exceeds \$50,000 a performance bond is required. If the contract price exceeds \$100,000 both performance and payment bonds are required.

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

**Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on \_\_\_\_\_. This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

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

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

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

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

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

CITY OF BURLESON


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

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

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

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

VENDOR Docusign Signed by: VANN/ELLI, INC.

By:   
\_\_\_\_\_  
7FDFCF3694AC24C7...  
Gary Davis

Name: \_\_\_\_\_  
Vice President

Title: \_\_\_\_\_  
9/10/2024

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

# ATTACHMENT A

## Vann/Elli Inc Quotation

1411 South Broadway  
PO Box 1060, Joshua, TX 76058

(817)558-4052  
(817)645-5352 Fax

**TO:** City of Burleson  
ATTN: Brad Russell  
and/or Eric Thompson

**Project** S. Dobson Street  
**GPS** 32.52976, -97.31849  
**Date** August 13th, 2024

**email:** [brussell@burlesontx.com](mailto:brussell@burlesontx.com)  
[Ethompson@burlesontx.com](mailto:Ethompson@burlesontx.com)  
**Phone:** 817-426-9865

**We are pleased to offer the following quote for your consideration. The price include material and labor, unless otherwise noted below.**

Item No.	Description	Quantity	Unit	Unit Price	Total
A	Install Metal W - Beam Guard Fence 12 Gauge, Timber Post 28 " or 31"	275	LF	38.00	10450.00
G	Install Single Guardrail Terminal 28 inch or 31 inch	1	EA	4200.00	4200.00
II-A	Remove Metal Beam Guard Fence	25	LF	7.00	175.00
II-B	Remove Terminal Anchor Section	1	EA	500.00	500.00

Prices based on Tarrant County Purchasing Agreement  
Contract # 2022-097

**Notes:** Guardrail prices do not include concrete  
mow strip or curb, if required. Price does not  
include damage or repair after initial installation.

Quote valid for 30 days after bid

Offered by: Gary Davis

Accepted by: \_\_\_\_\_

Total 15,325.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VANN/ELLI INC. Burleson, TX United States	<b>CERTIFICATION OF FILING</b>  Certificate Number: 2024-1206933
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> City of Burleson	Date Filed: 08/28/2024
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>  541-24 Dobson Street	
Date Acknowledged:	

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Davis, Bonnie	Burleson, TX United States	X	X
Davis, Gary	Burleson, TX United States	X	X

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Bonnie Davis, and my date of birth is [REDACTED]

My address is 112 Country Vista Cir Burleson TX 76028 Johnson  
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 28 day of August, 2024.  
(month) (year)

Bonnie Davis  
 Signature of authorized agent of contracting business entity  
 (Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation  
**FROM:** Jen Basham, Director of Parks and Recreation  
**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of a minute order authorizing the replacement and framing of the restroom doors at Warren Park, replacing the existing wrought iron gates, including the installation of magnetic locks, in the amount of \$9,400, in accordance with Council Policy 17. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

A request was made to city staff by Councilmember Scott to replace and frame the restroom doors at Warren Park. The current wrought iron gates are difficult to secure. The proposed solution involves replacing the gates with new metal doors, framing them properly, and installing magnetic locks for enhanced security. Council Policy 17, Section II (b)(ii) states, "Notify the City Manager, in writing, of the request a least ten (10) business days before any regularly scheduled City Council meeting." This request is presented before the council for discussion and consideration.

**RECOMMENDATION:**

N/A

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

N/A

**REFERENCE:**

Council Policy 17

**FISCAL IMPACT:**

Amount: \$9,400  
Account: TBD

**STAFF CONTACT:**

Name: Jen Basham  
Title: Director of Parks and Recreation  
[jbasham@burlesontx.com](mailto:jbasham@burlesontx.com)  
817-426-9201



# Warren Park Restrooms: Door and Frame Replacement

**Staff Presenter: Jen Basham, Director of Parks and Recreation**



# Project Overview:



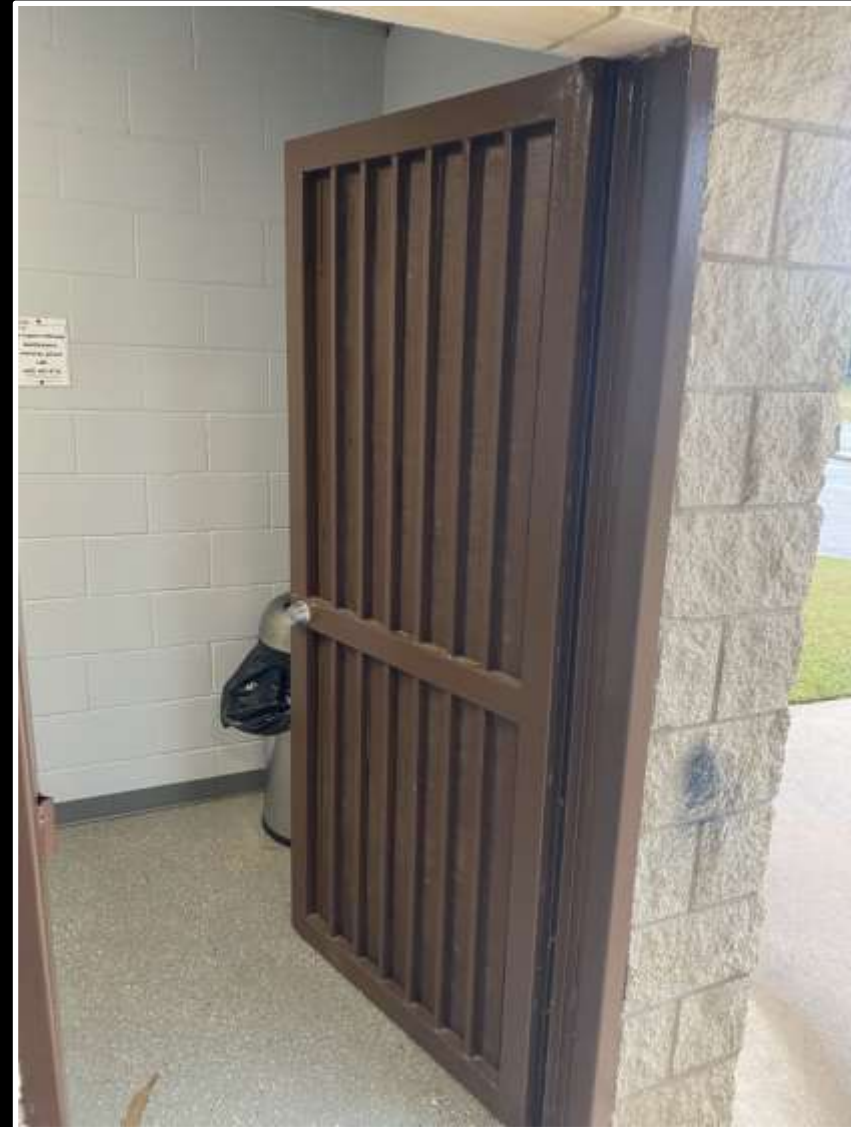
- **Location:** Warren Park Restrooms (Men's and Women's)
- **Current Setup** Wrought iron gates at both restroom entrances.
- **Item of Concern:** The current doors are difficult to fully close and secure.
- **Proposed Solution:** Replace the existing doors with new, properly framed metal doors for improved functionality and security, along with magnetic locks (mag locks) to further enhance security and control access.



# Project Cost:

**Total Cost: \$9,400**

- **Included in Cost:**
  - Removal of current doors and frames.
  - Modifications for new frames.
  - Installation of new doors, locks, and painting.
  - Magnetic locks with breach alert notification system.
- **Cost Breakdown:**
  - **\$5,400:** For new doors (includes installation, modifications, painting, and locks).
  - **\$4,000:** For magnetic locks (\$2,000 per door for both Women's and Men's restrooms, including breach alert notification system).





# Actions Options:

**Option 1:** *Approve the funding of \$9,400 to replace and frame the Warren Park restroom doors, replacing the existing wrought iron gates, and including the installation of magnetic locks, in accordance with Council Policy 17.*

- **Project Cost: \$9,400**

**Option 2:** *Take No Action*

- Continue with the current setup without modifications.





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**City Council Regular Meeting**

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** September 23, 2024

---

**SUBJECT:**

Consider approval of a Resolution ratifying appointment of Place 2 on the Boren Property Advisory Council. *(Staff Contact: Amanda Campos, City Secretary)*

**SUMMARY:**

The City of Burleson through a special warranty gift deed accepted the donation of Russell Farm by Charlie and Louise Boren on January 12, 2012. An agreement was entered into for the programming of the property and advisory entities created. Resolution R-1212-12 formalized the entities and appointed members to each.

The Resolution appointing the members to the Boren Property Advisory Council, Historical Advisory Committee, and Art Advisory Committee has not been updated or affirmed since 2012. This resolution is to ratify the appointments as they are today and shall remain in place until further action is taken by either the city council or the Boren Property Advisory Council.

The Boren Property Advisory Council bylaws state the members will within 60 days of resignation name their successor. Place 2 W. L. Sanders has named Ken Shetter as his successor to serve on the Boren Property Advisory Council Place 2. This resolution ratifies the action in accordance with the process.

The full membership shall be:

- Place 1 – Charlsa Boren Bentley – Chair
- Place 2 – Ken Shetter
- Place 3 – Pete McCaskill
- Place 4 – Barbara Black (Historical Advisory Committee Chair)
- Place 5 – Karen Kaiser (Art Advisory Committee – Chair)

**RECOMMENDATION:**

Approval in accordance with Boren Property Advisory Council bylaws.

**STAFF CONTACT:**

Name: Amanda Campos  
Title: City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665 or 817-291-5846

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS RATIFYING THE APPOINTMENT OF PLACE 2 TO THE BOREN PROPERTY ADVISORY COUNCIL.

WHEREAS, the City of Burleson through Minute Order MO-11-145 accepted a donation of property from Charlie and Louise Boren for use as a working farm, art center, and historic property in accordance with the terms and conditions of the Use Agreement executed by the Borens and the City; and

WHEREAS, the Agreement obligates the City to create advisory entities to advise the City regarding operation of Russell Farms; and

WHEREAS, the City approved Resolution R-1212-12 created the advisory entities and named individuals to those and set forth their charge; and

WHEREAS, the City via Resolution R-1212-12(A0312) renaming the Russell Farm Advisory Council to Boren Property Advisory Council; and

WHEREAS, members of the Boren Property Advisory Council shall appoint their successors within 60 days of resignation of position on the council; and

WHEREAS, W. L. Sanders, Place 2 has submitted his resignation and named Ken Shetter his successor to fill Place 2 on the Boren Property Advisory Council;

WHEREAS, the individuals on these entities with this resolution shall be ratified in their appointments.

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

Section 1 – Boren Property Advisory Council

The following individuals’ appointments are hereby ratified for the Boren Property Advisory Council and be held until further action by the city council is taken:

- Place 1 – Charlsa Boren Bentley – Chair
- Place 2 – Ken Shetter
- Place 3 – Pete McCaskill
- Place 4 – Barbara Black (Historical Advisory Committee Chair)
- Place 5 – Karen Kaiser (Art Advisory Committee – Chair)

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Chris Fletcher

(Seal)

Attest:  
  
\_\_\_\_\_  
City Secretary Amanda Campos

---

## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Development Services Director  
**MEETING:** September 23, 2024

---

**SUBJECT:**

ETJ Release Petition for 6424 Rough RD (Case 24-248): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 9.997 acres of land addressed as 6424 Rough RD. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On August 20, 2024, a petition was submitted by Phillip Williams (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 9.997 acres of land known as 6424 Rough RD; as shown on the attached Exhibit A.

**RECOMMENDATION:**

Deny ETJ Release Petition.

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

None.

**REFERENCE:**

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

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

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

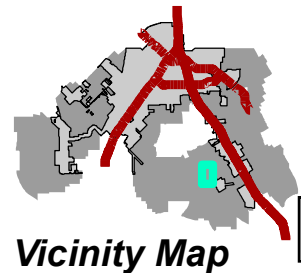






THE CITY OF  
**BURLESON**  
TEXAS

**6424 Rough RD**  
**ETJ Release Petition**  
**Case 24-248**





Phil Williams  
6424 Rough Road  
Cleburne, TX 76031

August 20, 2024

Burleson City Manager/Council  
141 W. Renfro  
Burleson, TX 76028

***Re: Petition For Removal Of Private Property From City Of Burleson Extra Terrestrial Jurisdiction (ETJ)***

City Manager and Members of City Council,

Please reference the attached Request for ETJ Release and supporting documents. We have owned our homestead and farm in unincorporated Johnson County for over 40 years and prefer to not participate in any city ETJ. We are requesting that our homestead and farm located at 6424 Rough Road be formally released from the current Burleson ETJ.

Thank you for your prompt attention to this request,

Phil Williams



817-366-2045

Pwilli.tx@gmail.com



Received by  
City Secretary's Office

AUG 20 2024

THE CITY OF  
**BURLESON**  
 TEXAS

**Release from Extraterritorial Jurisdiction (ETJ) Petition**


**APPLICANT / OWNER**

Applicant or Authorized Agent	Owner
Name: <i>PHIL WILLIAMS</i>	Name: <i>PHIL WILLIAMS</i>
Company: <i>SELF</i>	Company: <i>SELF</i>
Address: <i>6424 ROUGH ROAD CEBURNIE, TX 76031</i>	Address: <i>6424 ROUGH ROAD CEBURNIE, TX 76031</i>
Telephone: <i>817-366-2045</i>	Telephone: <i>817-366-2045</i>
Email: <i>PWILLI.TX@GMAIL.COM</i>	Email: <i>PWILLI.TX@GMAIL.COM</i>
Signature: 	Signature: 

**SITE INFORMATION**



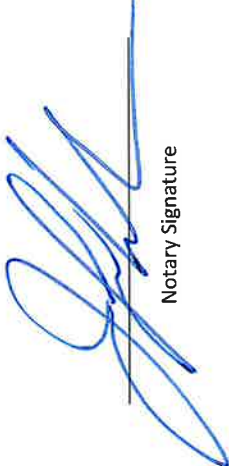


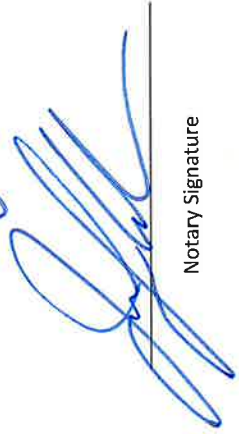
Number of properties within the area to be released:	<i>1</i>
General location or address of area to be released:	<i>6424 ROUGH ROAD CEBURNIE TX 76031</i>
Total Acres to be released:	<i>10</i>
County of Request	<i>JOHNSON</i>

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

<i>PW</i> ✓	Completed Application
<i>PW</i>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<i>PW</i>	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
<i>PW</i>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<i>PW</i>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
<i>PW</i>	<b>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.</b>
	Owners signature required: 

**CITY OF BURLESON RELEASE FROM ETJ PETITION**

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

Tax ID # and Physical Address	Property Owners Signature	Notary
126.0474.02260 1.000 ACRE HOMESTEAD 6424 RUGH ROAD CEEBURN, TX 76031 ABST 474 TR 4 DEED DATE 1984-03-16 AG KIMBLE 126.0474.02261 AS PAGE # 00645 VOLUME # 00995		State of <u>TEXAS</u> County of <u>JOHNSON</u> The instrument was signed or acknowledged before me on <u>Aug 20<sup>th</sup>, 2024</u> By <u>Phillip Williams</u> Print name of signer(s)   Notary Signature
126.0474.02261 9.000 ACRE FARM 6424 RUGH ROAD CEEBURN, TX 76031 ABST 474 TR 4 DEED DATE 1984-03-16 AG KIMBLE 126.0474.02260 AS PAGE # 00645 VOLUME # 00995		State of <u>TEXAS</u> County of <u>JOHNSON</u> The instrument was signed or acknowledged before me on <u>Aug 20<sup>th</sup>, 2024</u> By <u>Phillip Williams</u> Print name of signer(s)   Notary Signature

U. M. Stacey Vol. 1935 Pg. 620

M. Stacy Vol. 909 Pg. 82

V. P. Cross Vol. 932 Pg. 290

529°53'02"E 563.67'

Point-of-Beginning  
1/2" Steel Rod End.

9.997 Acres

Fence Typical

Phil Williams &  
wife Susan Williams  
Vol. 995 Pg. 645.

Scale 1"=100'

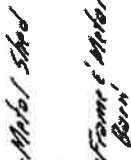


N 60°45'26"E 770.07'

Overhead Elec. Line  
Easement & Right To  
Johnson County Electric Corp.  
Vol. 1085 Pg. 633

Easement & Right To  
Brooks Electric Power  
Corp. Vol. 681 Pg. 402

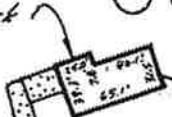
KIMBELL SURV.  
Above and Below  
Frame Obs. 4-4774  
Mobil Star. Obs.



One Story Brick

ARC 7854' R=500'  
L.C. N 75°11'03"W 70.71'

Overhead Elec. Line  
N 29°57'26"W



S 60°03'39"W 719.09'

Conc. Nail Set  
1/2" top of  
conc. filled post  
6" steel post

1/2" Steel Rod End.

Asph. &  
Gravel  
Drive

E. W. Riley Vol. 748 Pg. 447

6424 Rough Road

60' Road & Utility Easement Vol. 736 Pg. 121  
Vol. 1449 Pg. 102

This drawing represents an actual on the ground survey of the legally described property shown hereon, other than meandering fences, which may or may not encroach or protrude, there are no visible or apparent encroachments, protrusions or easements, except as shown.

According to the Federal Insurance Rate Maps  
Dated 1-6-93 Community No. 480879  
Parcel No. 0050 G This Property is NOT  
In a Flood Prone Area. X 5/20/91

Don E. Gossett, R.P.L.S.  
1015 Yvonne Drive  
Joshua, Texas 76058  
817-295-0733

Page 1

X *[Signature]*

X Susan Williams

Don E. Gossett

Feb. 6, 1999



**FIELD NOTES**

All that certain lot, tract or parcel of land situated in the A. G. Kimbell Survey, Abstract No. 474, Johnson County, Texas, being that same called 10.0 acre tract conveyed to Phil Williams and wife Susan Williams, by deed recorded in Volume 995, Page 645, Deed Records, Johnson County, Texas, being that same tract surveyed by J. R. Dunaway, R.P.L.S. in August, 1977, and being more particularly described by metes and bounds as follows:

Bearings correlated to the Westerly line of said called 10.0 acre tract being North 29 degrees 57 minutes 26 seconds West.

BEGINNING at a 1/2 inch steel rod found in place for the Southeast corner of said called 10.0 acre Williams Tract said rod being the Northeast corner of a tract conveyed to E. M. Ryder by deed recorded in Volume 901, Page 521, Deed Records, Johnson County, Texas;

THENCE South 60 degrees 03 minutes 39 seconds West, at approximately 13 feet a fence line and corner post and continuing generally with a fence, a total distance of 719.09 feet to a concrete nail set in the top of a concrete filled 6 inch steel fence post for corner lying in the East line of a road (Rough Road) and being in a curve to the left whose radius is 50.0 feet;

THENCE Northwesterly with said curve and Northerly line of road, an arc length of 78.54 feet and a long chord bearing of North 75 degrees 11 minutes 03 seconds West, 70.71 feet to a 1/2 inch steel rod found in place for corner;

THENCE North 29 degrees 57 minutes 26 seconds West, a distance of 523.24 feet to a 1/2 inch steel rod found in place for corner;

THENCE North 60 degrees 45 minutes 26 seconds East, a distance of 770.07 feet to a 1/2 inch steel rod found in place for corner;

THENCE South 29 degrees 53 minutes 02 seconds East, a distance of 563.67 feet to the Point of Beginning and containing 9.997 acres of land, more or less.

Page 2



*Don E. Gossett*  
Feb. 6, 1999

Map

R000092190

R000113743

R00011955

R000011863

ROUGH

R000011862

A-474

R000097487

Property Details

Account

Property ID: R000011862 Geographic ID: 126.0474.02260

Type: R - REAL PROPERTY Zoning:

Property Use:

Location

Situs Address: 6424 ROUGH RD

Map ID: 1B Mapsco:

Legal Description: ABST 474 TR 4 A G KIMBLE 126.0474.02261 AG Acres:1.0000

Abstract/Subdivision:

Neighborhood: 126.0474 - KIMBLE A

Owner

Owner ID: 108213

Name: WILLIAMS PHIL ETUX SUSAN

Agent:

Mailing Address: 6424 ROUGH RD  
CLEBURNE, TX 76031-0000

% Ownership: 100.00%



**City Council Regular Meeting**

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Development Services Director  
**MEETING:** September 23, 2024

**SUBJECT:**

201 S Hurst (Case 24-207): Hold a public hearing and consider approval of an ordinance for a zoning change request from “SF10” Single-family dwelling district 10 and “A” Agricultural to “PD”, Planned Development to allow for an existing school (Centennial High School) and the colocation of an antenna on a stadium light pole. (First & Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

**SUMMARY:**

On July 8, 2024, a zoning change request was submitted by Bill Bauman representing AT&T on behalf of Steve Logan (Burleson Independent School District) to change the zoning of approximately 154.871 acres of land to PD, Planned Development.

**DEVELOPMENT OVERVIEW:**

The school district is proposing a PD, Planned Development with a base zoning district of NS, Neighborhood Services to allow for the colocation of a cell tower antenna on a stadium light pole to replace one of the existing football field light poles. The current stadium light pole is approximately 81 feet and 3 inches in height and would be replaced with a 100 foot monopole / stadium light pole. The stadium lights will remain at the same height (81 ft.), with the proposed AT&T antenna being located at approximately 96 ft. and the overall pole being 100 ft. with a lightning rod on top. The proposed tower is setback greater than 200 feet from the nearest residentially zoned parcel. Only one tower will be allowed on the property and must be located in accordance with the proposed exhibit that is attached within the ordinance (Exhibit 3).

**Zoning and Land Use Table**

	Zoning	Use
Subject Site	SF10, Single-family dwelling district 10 and A, Agricultural	Centennial High School

North	SF10, Single-family dwelling district 10 and A, Agricultural	Undeveloped, Gas Well
East	SFR, Single-family rural and A, Agricultural	Residential
South	E Renfro and SF10, Single-family dwelling district 10	Residential
West	SF10, Single-family dwelling district 10 and SF-16, Single-family dwelling district 16	Residential and a Church

**This site is designated in the Comprehensive Plan as Neighborhoods**

This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots. Supporting and complementary uses, such as open space, schools and other public or civic uses, and limited small-scale neighborhood commercial uses, are also encouraged in this category.

The following uses may be appropriate at certain locations: NS, Neighborhood Services

*Staff has determined the requested zoning and use align with the Comprehensive Plan based on the existing use of a school being complimentary to the adjacent neighborhoods.*

**Engineering:**

Permit reviews will be required prior to the development of the site.

**RECOMMENDATION:**

Approve an ordinance for the zoning change request.

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

*January 20, 2009*– Final Plat approved by City Council.

**REFERENCE:**

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](http://ecode360.com)

[City of Burleson, TX SUPPLEMENTAL REGULATIONS \(ecode360.com\)](http://ecode360.com)

**FISCAL IMPACT:**

None



**STAFF CONTACT:**

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

# ZC – 201 S Hurst

## Location:

- 201 S Hurst (Centennial High School)

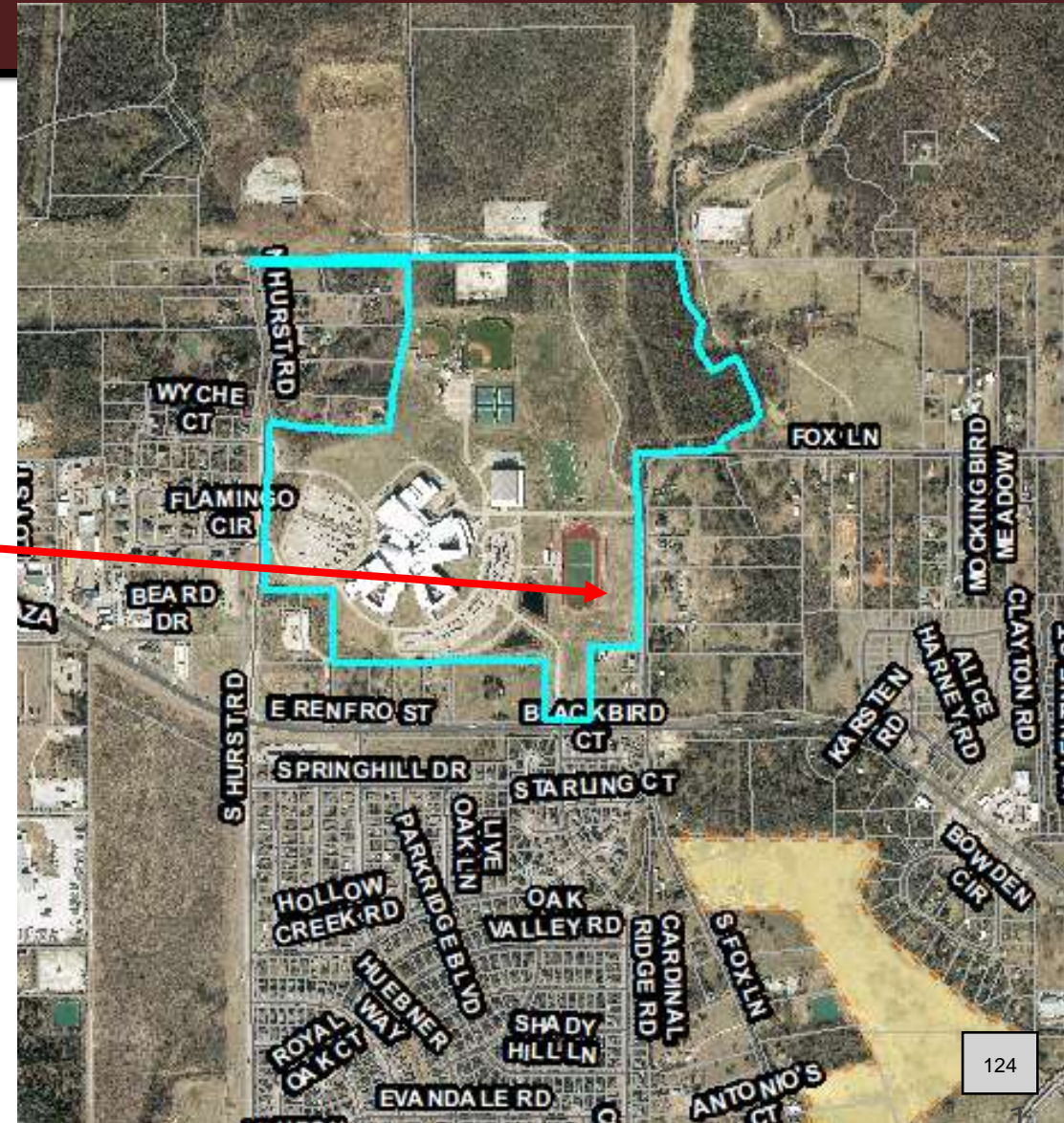
## Applicant:

Bill Bauman (representing AT&T)

Steve Logan (representing Burleson ISD)

## Item for approval:

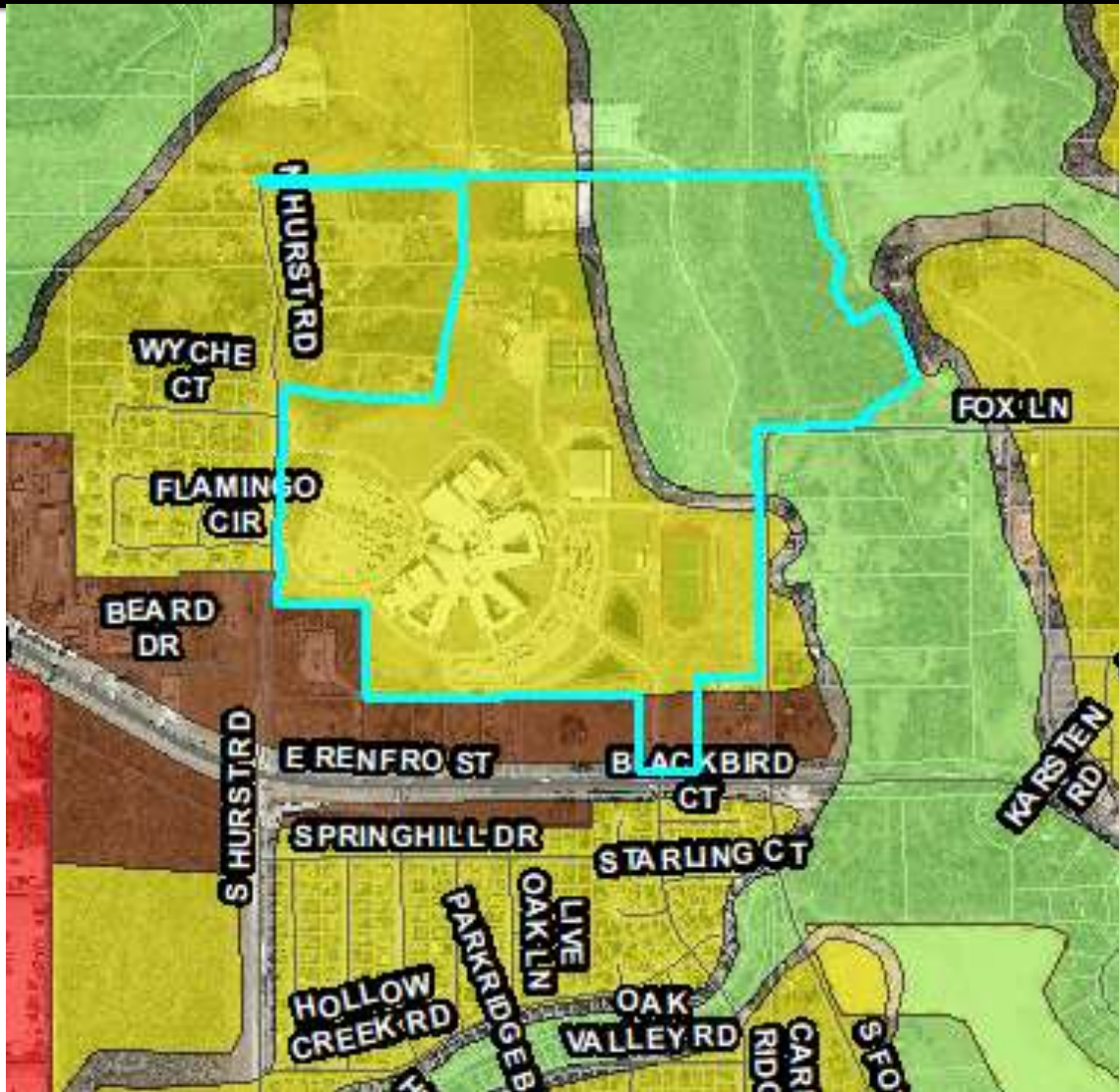
Zoning Change from "SF10" Single-family dwelling district 10 and "A" Agricultural to "PD" Planned for an existing school and colocation of an antenna on a stadium light pole  
(Case 24-207).





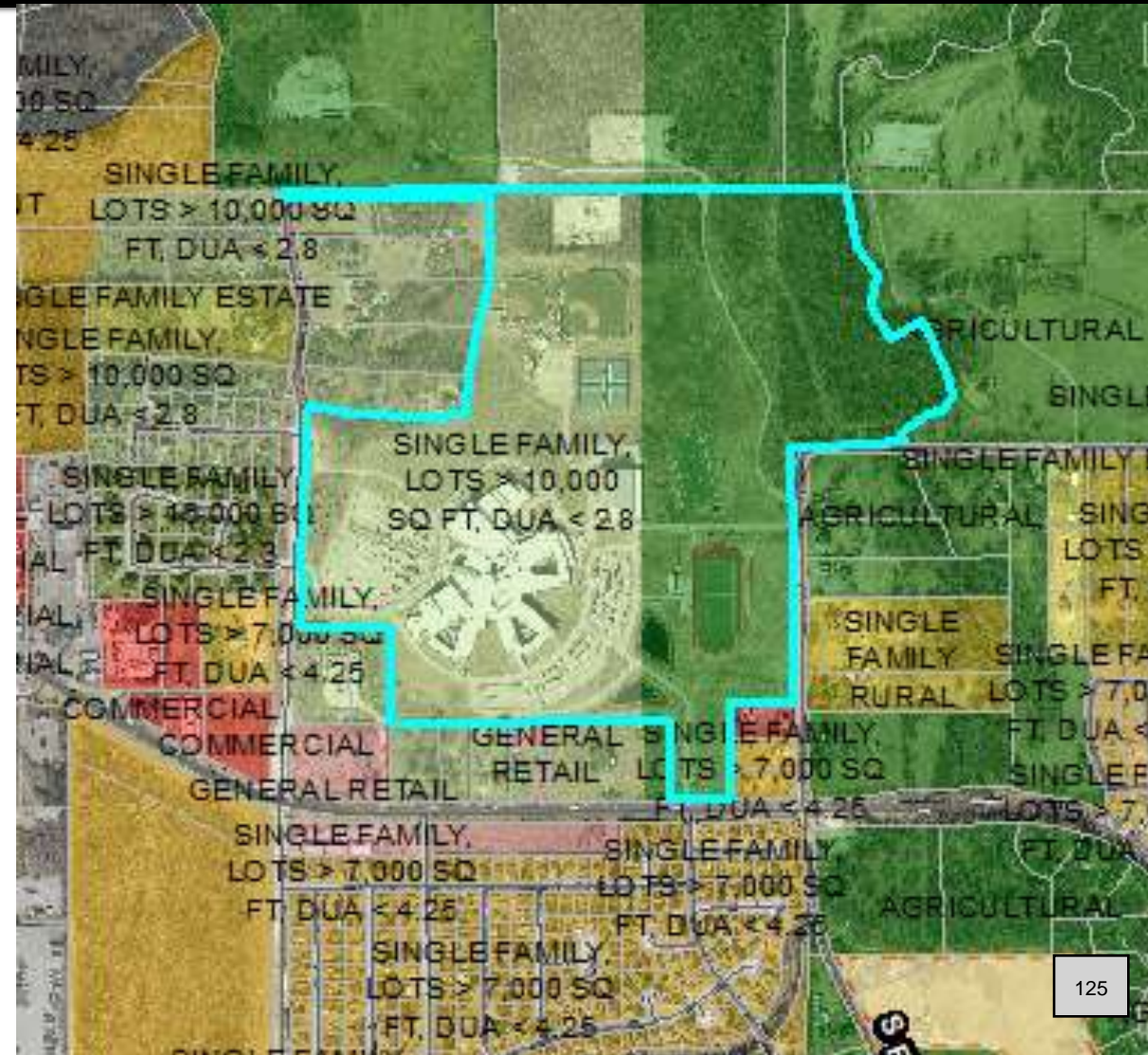
# Comprehensive Plan

## Neighborhoods



# Zoning

## Single-family 10 and Agricultural



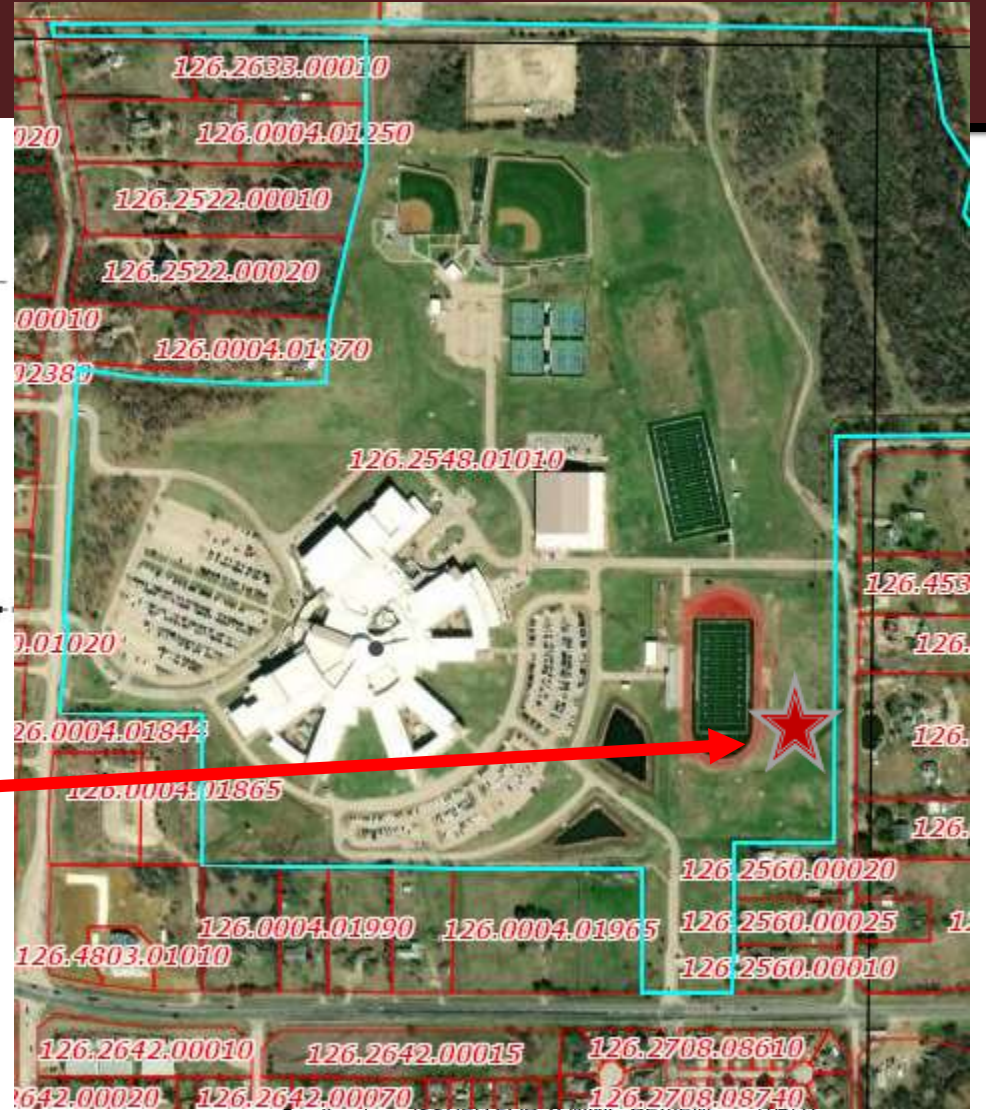
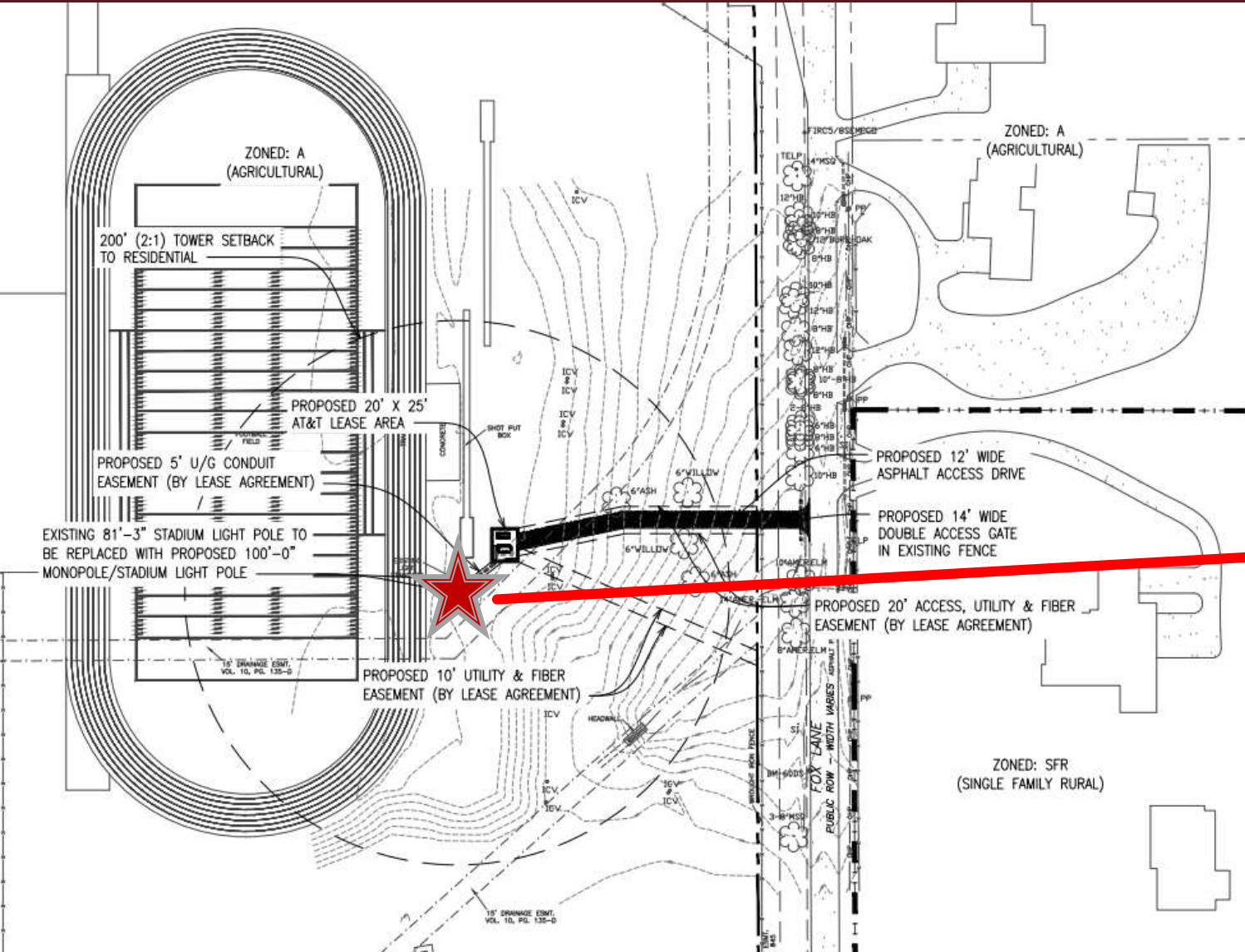
# ZC – 201 S Hurst

## PD Regulations

- **Development Regulations in accordance NS, Neighborhood Services zoning district (Primary use of school is allowed – already developed)**
- **Allows for the colocation of 1 cell tower with a stadium light pole in accordance with ordinance site exhibit**
  - **Location meets 2:1 height/setback ratio from residential (200 ft radius)**
  - **Only 1 cell antenna allowed**
  - **Height cannot exceed 100 feet**
  - **Stadium lighting will remain at existing height (approximately 81 feet)**

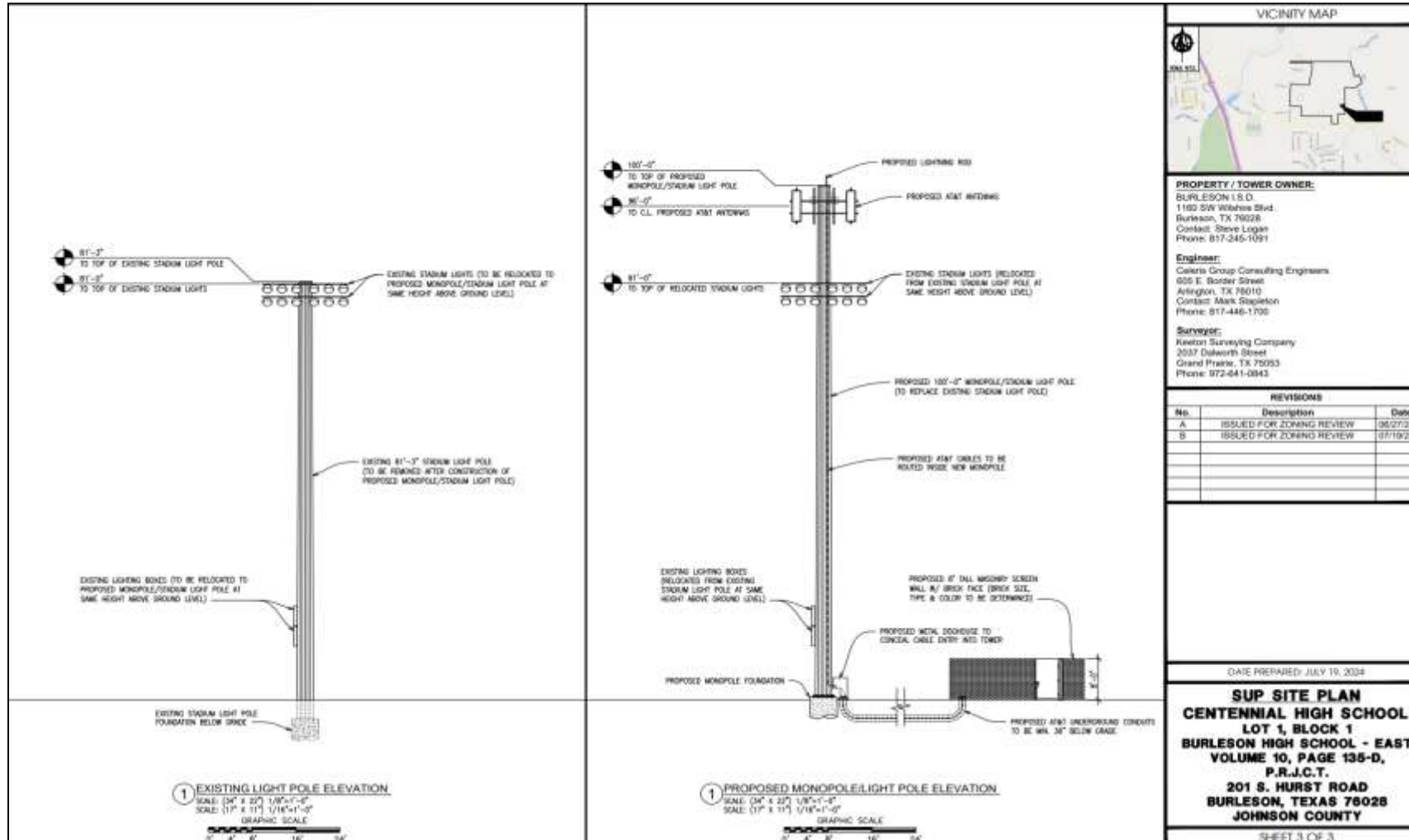


# ZC – 201 S Hurst



ISSUED FOR ZONING REVIEW		00/21

# ZC – 201 S Hurst





# ZC – 201 S Hurst



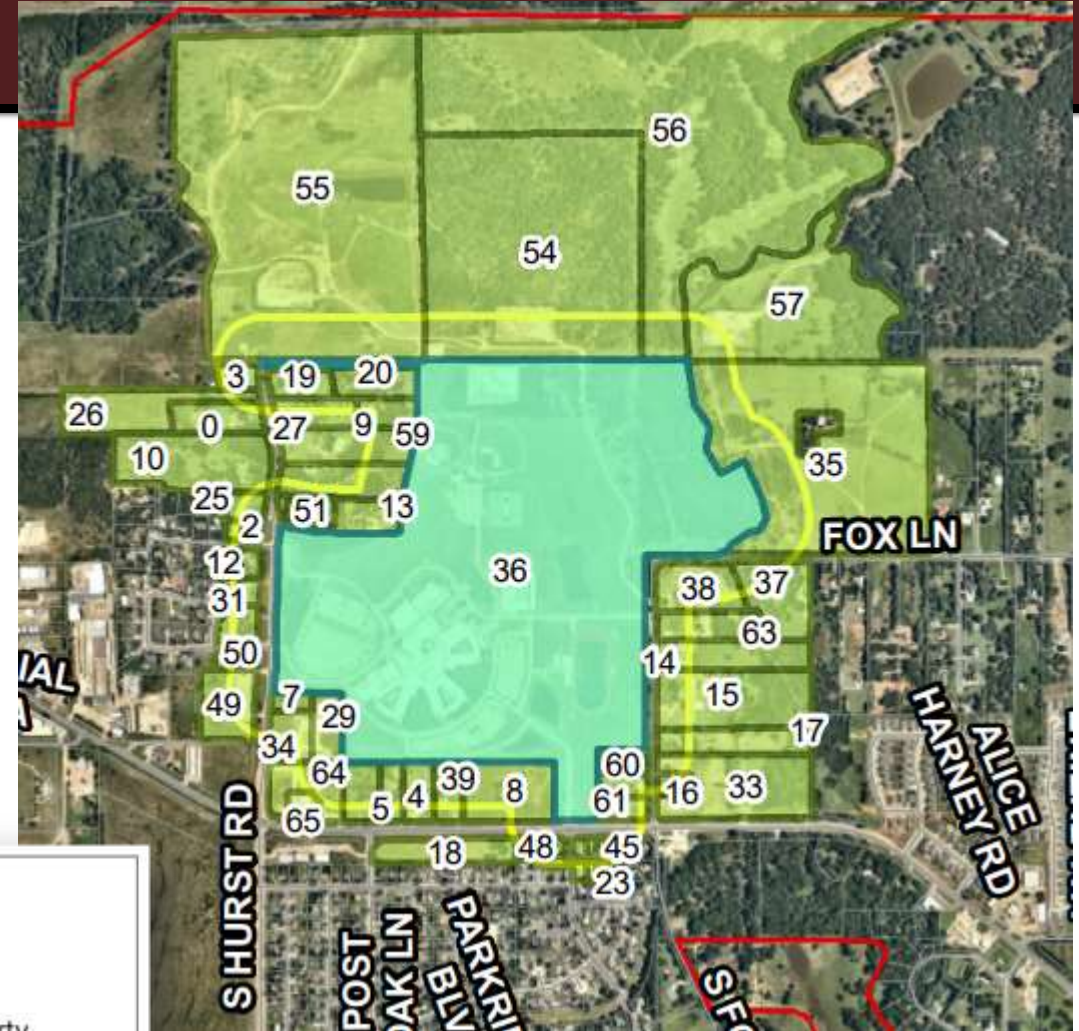
View of existing light pole (81 ft.) from Fox







# ZC – 201 S Hurst

## Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in newspaper.
- Signs posted on the property.
- At this time staff has received no formal opposition



**Legend**

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

# ZC – 201 S Hurst

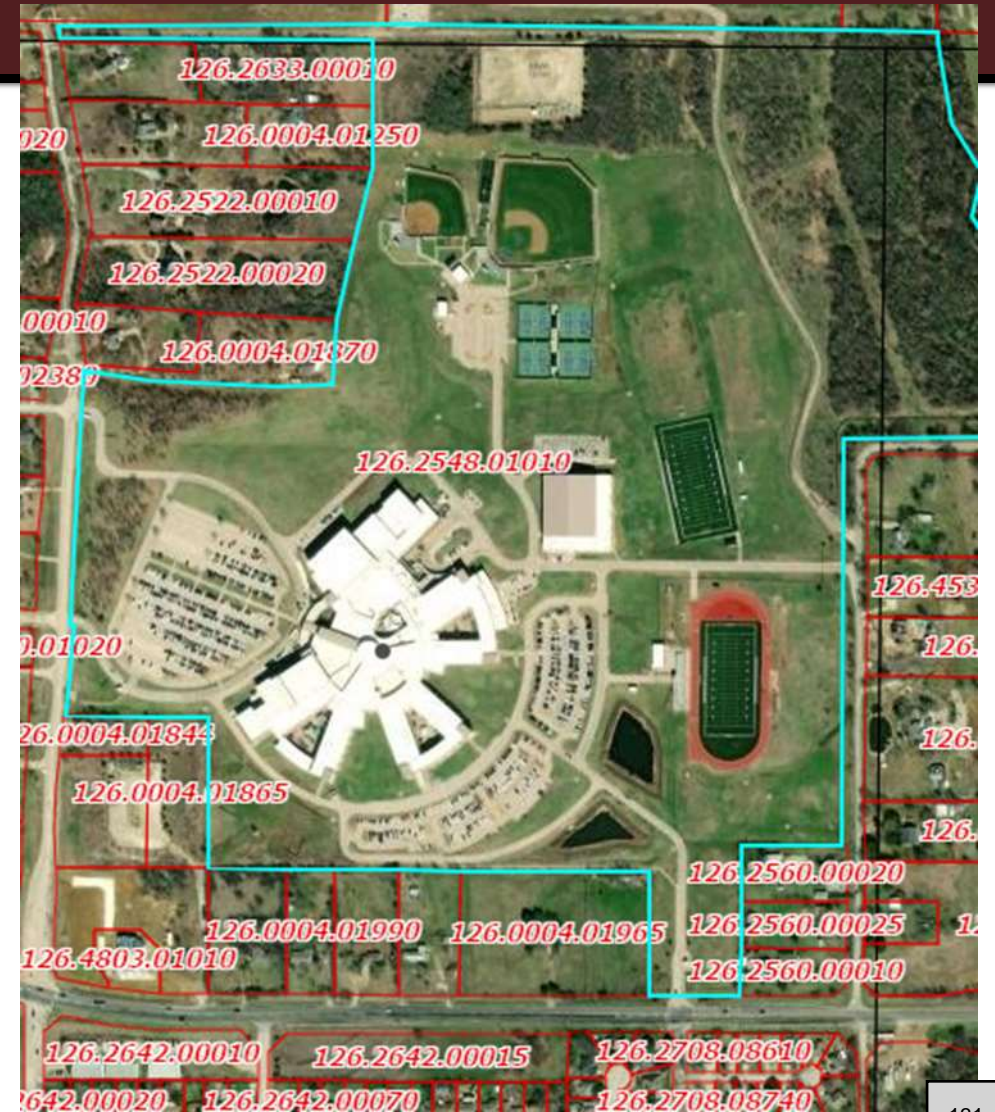
## P&Z Summary

### Vote

Recommended approval unanimously

### Discussion

### Speakers



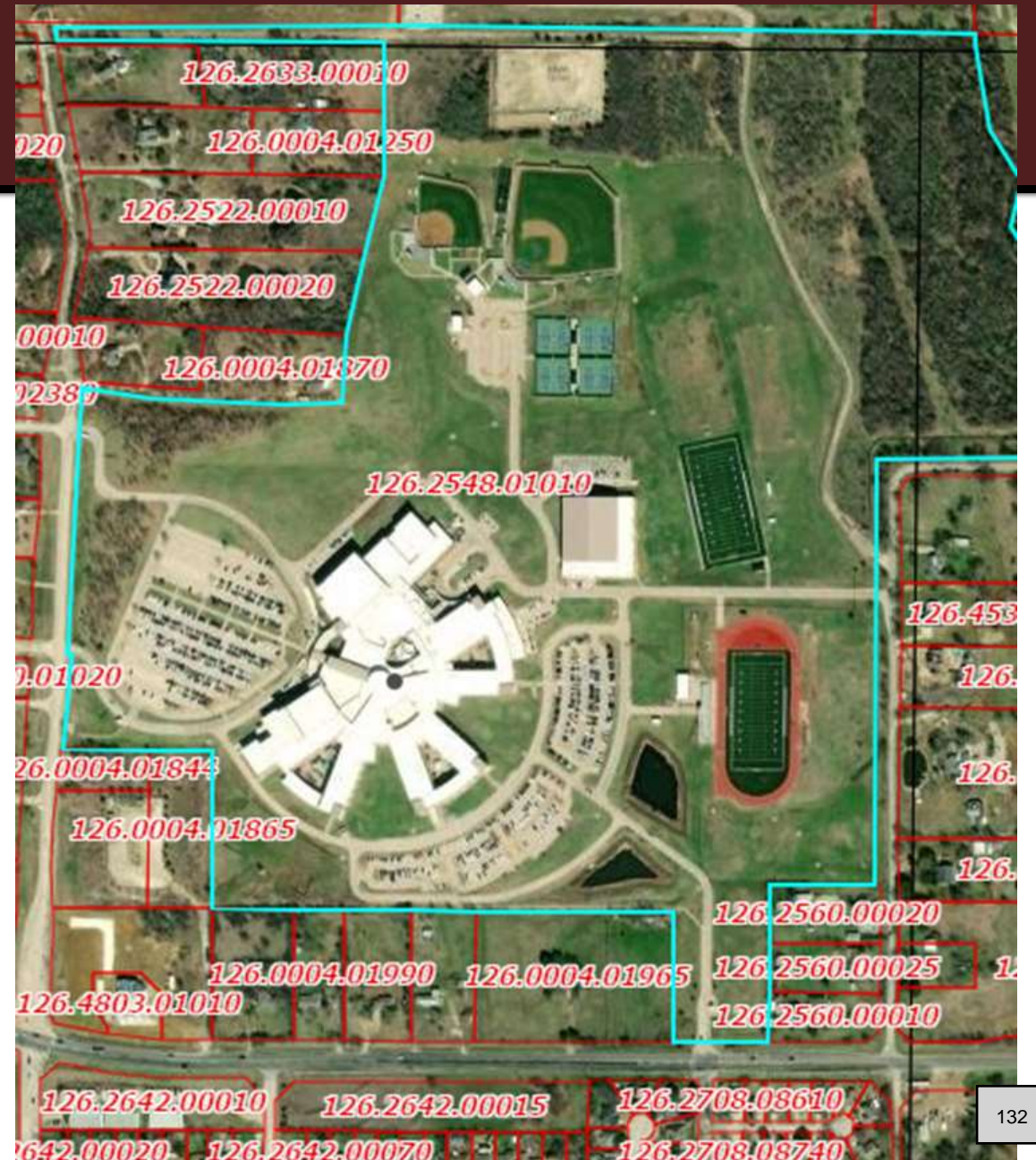


# ZC – 201 S Hurst

## Staff's Recommendation

Staff has determined that the requested zoning and use align with the Comprehensive Plan.

Staff recommends approval of the ordinance for a zoning change.



## 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 154.871 ACRES OF LAND KNOWN AS LOT 1, BLOCK 1, BURLESON HIGH SCHOOL EAST, BY RECORDED PLAT, JOHNSON COUNTY PLAT RECORDS (J.C.P.R.T.), JOHNSON COUNTY, TEXAS, FROM ‘SF10’ SINGLE-FAMILY DWELLING DISTRICT 10 AND ‘A’ AGRICULTURAL TO ‘PD’ PLANNED DEVELOPMENT DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, an application for a zoning change was filed by **Steve Logan** on **July 8, 2024**, under **Case Number 24-207**, 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 approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Single-family dwelling district 10 (SF-10) and Agricultural (A)** to **Planned Development (PD)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Single-family dwelling district-10 (SF-10) and Agricultural (A)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

**Section 1  
MAP AND ZONING  
AMENDMENT**

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described on the legal description attached as **Exhibit A**, by changing the zoning of said property from SF10, Single-family dwelling district 10 and A, Agriculture district to the PD, Planned Development district industrial development.

**Section 2**

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances, as amended, except to the extent modified by the Development Standards attached as Exhibit B.

**Section 3.**

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

**Section 4.**

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**Section 5.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

**Section 6.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 7.**

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

**Section 8.**

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**Section 9.**

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

**PASSED AND APPROVED:**

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas



ATTEST:

APPROVED AS TO FORM:

---

Amanda Campos, City Secretary

---

E. Allen Taylor, Jr., City Attorney

# EXHIBIT "A"

## LEGAL DESCRIPTION:

STATE OF TEXAS §

COUNTY OF JOHNSON §

WHEREAS, BURLESON INDEPENDENT SCHOOL DISTRICT is the owner of all that tract of land in the City of Burleson, Johnson County, Texas, a part of the D. ANDERSON SURVEY, ABSTRACT No. 4, a part of the J. M. ZOMBRANO SURVEY, ABSTRACT No. 934, and being all of that 5.00 acre tract of land conveyed to Monty Montgomery as recorded in Book 3462, Page 538, Johnson County Deed Records, all of that called 147.140 acre tract of land conveyed to Burleson Independent School District as recorded in Volume 4188, Book 337, Johnson County Deed Records, all of that 2.723 acre tract of land conveyed to Burleson Independent School District as recorded in Volume 4372, Book 107, Johnson County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the most southerly southwest corner of said 147.140 acre tract, said point being in the east line of that tract of land conveyed to J.A. Shetter as recorded in Volume 502, Page 83, Johnson County Deed Records, said point being in the north line of E. Renfro Street (variable width right-of-way);

THENCE North 00 degrees 12 minutes 24 seconds West, 405.31 feet to a fence corner post found for corner in the south line of said 147.140 acre tract, said point being the northeast corner of said Shetter tract;

THENCE South 89 degrees 40 minutes 21 seconds West, 1460.14 feet with a south line of said 147.140 acre tract to a fence corner post found for corner, said point being the northwest corner of that tract of land conveyed to Deborah B. Johnstone as recorded in Volume 1632, Page 849, Johnson County Deed Records;

THENCE North 00 degrees 23 minutes 10 seconds West, 499.61 feet with a west line of said 147.140 acre tract to a three-fourths inch iron rod found for corner;

THENCE with a south line of said 147.140 acre tract as follows:

North 89 degrees 33 minutes 17 seconds West, 206.67 feet to a three-fourths inch iron pipe found for corner;

North 89 degrees 56 minutes 19 seconds West, 338.34 feet to a point for corner from which a railroad spike found bears South 76 degrees 12 minutes 51 seconds West, 1.75 feet, said point being in the east line of Hurst Road (variable width right-of-way);

THENCE with a west line of said 147.140 acre tract and with the east line of Hurst Road as follows:

North 01 degrees 50 minutes 52 seconds East, 935.01 feet to a five-eighths inch capped iron rod found for corner;

North 04 degrees 07 minutes 21 seconds East, 214.55 feet to a 60d nail found for corner, said point being the southwest corner of that tract of land conveyed to Richard G. Nugent and Jennifer L. Nugent as recorded Book 1960, Page 706, Johnson County Deed Records;

THENCE South 86 degrees 41 minutes 19 seconds East, 896.03 feet with a north line of said 147.140 acre tract to a one-half inch iron rod found for corner, said point being the southeast corner of said Nugent tract;

THENCE with a west line of said 147.140 acre tract as follows:

North 03 degrees 41 minutes 26 seconds East, 209.33 feet to a fence corner post found for corner;

North 12 degrees 24 minutes 44 seconds East, 520.36 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 15 minutes 06 seconds West, 417.60 feet to a one-half inch iron rod found for corner at an inner ell of said 147.140 acre tract;

THENCE South 89 degrees 39 minutes 22 seconds West, 1060.70 feet with a south line of said 147.140 acre tract to a T-post found for corner, said point being in the east line of Hurst Road;

THENCE North 10 degrees 43 minutes 22 seconds West, 40.08 feet with the east line of Hurst Road to a five-eighths inch iron rod found at the most northerly northwest corner of said 147.140 acre tract, said point being in the south line of that tract of land conveyed to Roy B. Robertson, et al as recorded in Volume 925, Page 121, Johnson County Deed Records;

THENCE with the north line of said 147.140 acre tract as follows:

North 89 degrees 15 minutes 10 seconds East, 1068.83 feet to a point for corner;  
South 89 degrees 56 minutes 56 seconds East, at 1824.22 feet passing a 60d nail found for witness, in all a total of 1863.18 feet to a point at the northeast corner of said 147.140 acre tract, said point being in the approximate center of Quil Miller Creek;

THENCE with the east line of said 147.140 acre tract and with the meanders of Quil Miller Creek as follows:

South 03 degrees 55 minutes 55 seconds East, 35.76 feet to a point for corner;  
South 09 degrees 47 minutes 36 seconds East, 271.70 feet to a point for corner;  
South 33 degrees 04 minutes 16 seconds East, 187.70 feet to a point for corner;  
South 11 degrees 36 minutes 44 seconds West, 147.25 feet to a point for corner;  
South 30 degrees 13 minutes 16 seconds East, 196.20 feet to a point for corner;  
North 61 degrees 45 minutes 04 seconds East, 194.00 feet to a point for corner;  
South 23 degrees 33 minutes 56 seconds East, 295.10 feet to a point for corner;  
South 12 degrees 40 minutes 56 seconds East, 133.10 feet to a point for corner;  
South 29 degrees 54 minutes 04 seconds West, 91.28 feet to a point for corner;  
South 80 degrees 06 minutes 34 seconds West, 73.25 feet to a point for corner;  
South 56 degrees 20 minutes 34 seconds East, 163.00 feet to a point for corner;  
South 03 degrees 10 minutes 33 seconds East, 45.14 feet to a point for corner, said point being in the north line of Fox Lane (variable width right-of-way);

THENCE with a south line of said 147.140 acre tract and with the north line of Fox Lane as follows:  
South 89 degrees 36 minutes 42 seconds West, 39.39 feet to a one-half inch iron rod found for corner;  
South 73 degrees 27 minutes 48 seconds West, 34.24 feet to a point for corner;  
South 00 degrees 23 minutes 40 seconds East, 8.46 feet to a five-eighths inch capped iron rod found for corner;  
South 88 degrees 33 minutes 30 seconds West, 476.77 feet to a five-eighths inch iron rod found for corner, said point being in the west line of Fox Lane at this point;

THENCE with the east line of said 147.140 acre tract and with the west line of Fox Lane as follows:  
South 00 degrees 43 minutes 58 seconds East, 569.22 feet to a point for corner;  
South 00 degrees 08 minutes 09 seconds East, 293.07 feet to a point for corner;  
South 00 degrees 19 minutes 04 seconds East, 111.36 feet to a five-eighths inch capped iron rod found for corner, said point being the northeast corner of said Montgomery tract;

THENCE South 00 degrees 12 minutes 56 seconds East, 362.43 feet with the west line of Fox Lane to a five-eighths inch iron rod found at the southeast corner of said Montgomery tract;

THENCE South 89 degrees 36 minutes 45 seconds West, 363.26 feet with the south line of said Montgomery tract to a one-half inch iron rod found for corner, said point being the northeast corner of said 2.723 acre tract, said point being the northwest corner of the C.A. Peterson Addition, an addition to the City of Burleson as recorded in Volume 8, Page 509, Drawer C, Johnson County Plat Records;

THENCE South 00 degrees 03 minutes 37 seconds East, 493.45 feet to a one-half inch iron rod with "LONE OAK" red cap set at the southeast corner of said 2.723 acre tract, said point being the southwest corner of said C.A. Peterson Addition, said point being in the north line of E. Renfro Street;

THENCE with the north line of E. Renfro Street as follows:  
South 89 degrees 28 minutes 01 seconds West, 240.81 feet to a one-half inch iron rod found for corner;  
South 89 degrees 32 minutes 05 seconds West, 62.55 feet to the POINT OF BEGINNING and containing 6,746,202 square feet or 154.871 acres of land.

## EXHIBIT “B”

### DEVELOPMENT STANDARDS

#### A. Applicability

All development located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this zoning ordinance. All City of Burleson Engineering standards will be adhered to unless otherwise specified in this document or in the approval process of engineering plans.

#### B. Development area and Building Elevations.

Development of any property within the boundaries of this Planned Development District shall generally conform to the Site Exhibit and Elevation Examples (attached as Exhibit C). If there is any conflict between the text of this ordinance and the concept plan or elevation examples, the text of this article controls.

#### C. Base Zoning District

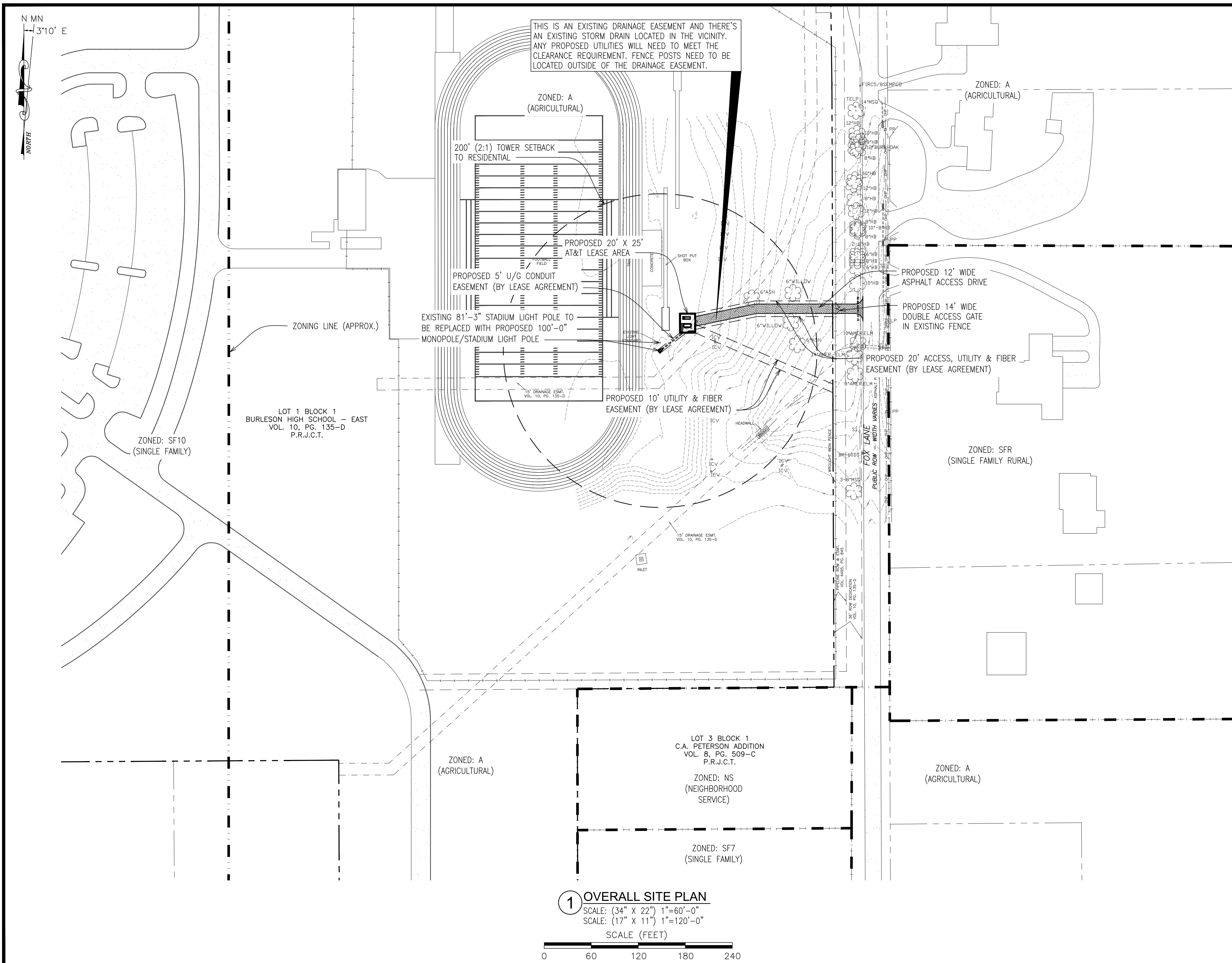
The property shall be developed and used in accordance with the base zoning district of the “NS, Neighborhood Service district” with additional development regulations as stated below for a telecommunication tower.

1. This Planned Development District allows for the colocation of 1 cell tower with a stadium light pole. Telecommunications tower use is allowed as shown in accordance with Exhibit C, referred to hereafter as the “site exhibit”, as well as any associated ground uses that support the telecommunications tower operations. These ground uses shall be limited to the associated compound and easements which are allowed to connect power and telephone to the existing network.

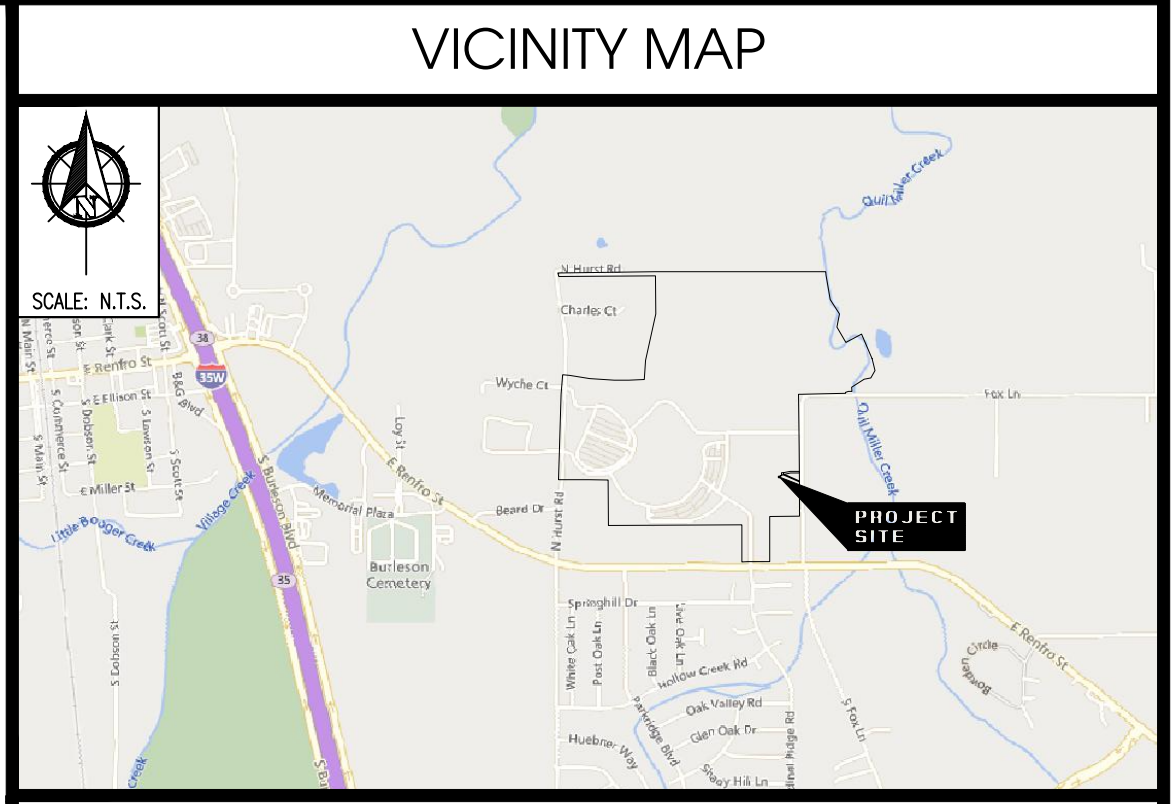
#### D. Development Regulations

1. The telecommunication tower shall not exceed the heights as shown on the attached site exhibit (100 feet), the number of telecommunication towers shall be limited in number to the amount shown on the attached site exhibit (1). Telecommunication towers shall be generally located as shown on the attached site exhibit, but in no instance be located within 200 feet of existing residential uses.
2. Stadium lighting on the telecommunication tower will remain at the currently existing height (approximately 81 feet).
3. Permitted setbacks shall be similar to those shown in the attached site exhibit.
4. Revisions to the uses and conditions allowed in this PD shall only be allowed by submitting a revised PD to the staff for administrative approval to school related uses. Telecommunication uses revisions shall be required to be approved by a formal revision to the PD through public hearing process.





THIS IS AN EXISTING DRAINAGE EASEMENT AND THERE'S AN EXISTING STORM DRAIN LOCATED IN THE VICINITY. ANY PROPOSED UTILITIES WILL NEED TO MEET THE CLEARANCE REQUIREMENT. FENCE POSTS NEED TO BE LOCATED OUTSIDE OF THE DRAINAGE EASEMENT.



**PROPERTY / TOWER OWNER:**  
 BURLESON I.S.D.  
 1160 SW Wilshire Blvd.  
 Burleson, TX 76028  
 Contact: Steve Logan  
 Phone: 817-245-1091

**Engineer:**  
 Celeris Group Consulting Engineers  
 605 E. Border Street  
 Arlington, TX 76010  
 Contact: Mark Stapleton  
 Phone: 817-446-1700

**Surveyor:**  
 Keeton Surveying Company  
 2037 Dalworth Street  
 Grand Prairie, TX 75053  
 Phone: 972-641-0843

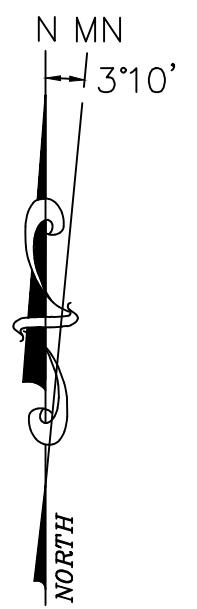
REVISIONS		
No.	Description	Date
A	ISSUED FOR ZONING REVIEW	06/27/2024
B	ISSUED FOR ZONING REVIEW	07/19/2024

DATE PREPARED: JULY 19, 2024

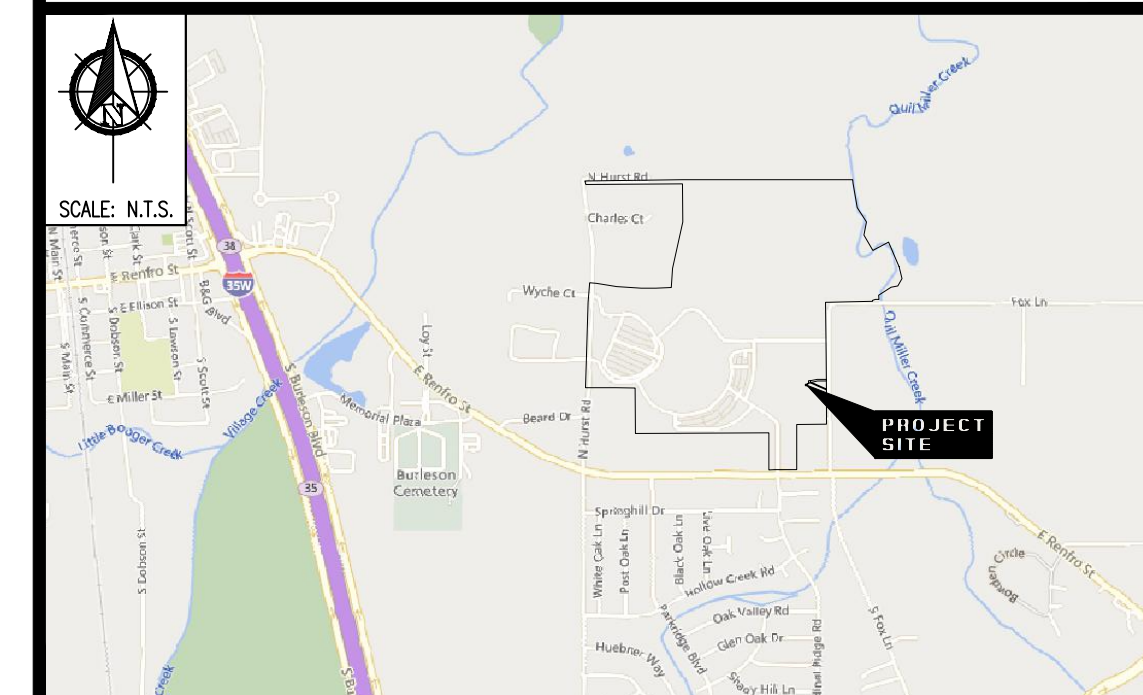
**SUP SITE PLAN**  
**CENTENNIAL HIGH SCHOOL**  
**LOT 1, BLOCK 1**  
**BURLESON HIGH SCHOOL - EAST**  
**VOLUME 10, PAGE 135-D,**  
**P.R.J.C.T.**  
**201 S. HURST ROAD**  
**BURLESON, TEXAS 76028**  
**JOHNSON COUNTY**

**1 OVERALL SITE PLAN**  
 SCALE: (34" X 22") 1"=60'-0"  
 SCALE: (17" X 11") 1"=120'-0"  
 SCALE (FEET)





VICINITY MAP



**PROPERTY / TOWER OWNER:**

BURLESON I.S.D.  
 1160 SW Wilshire Blvd.  
 Burleson, TX 76028  
 Contact: Steve Logan  
 Phone: 817-245-1091

**Engineer:**

Celeris Group Consulting Engineers  
 605 E. Border Street  
 Arlington, TX 76010  
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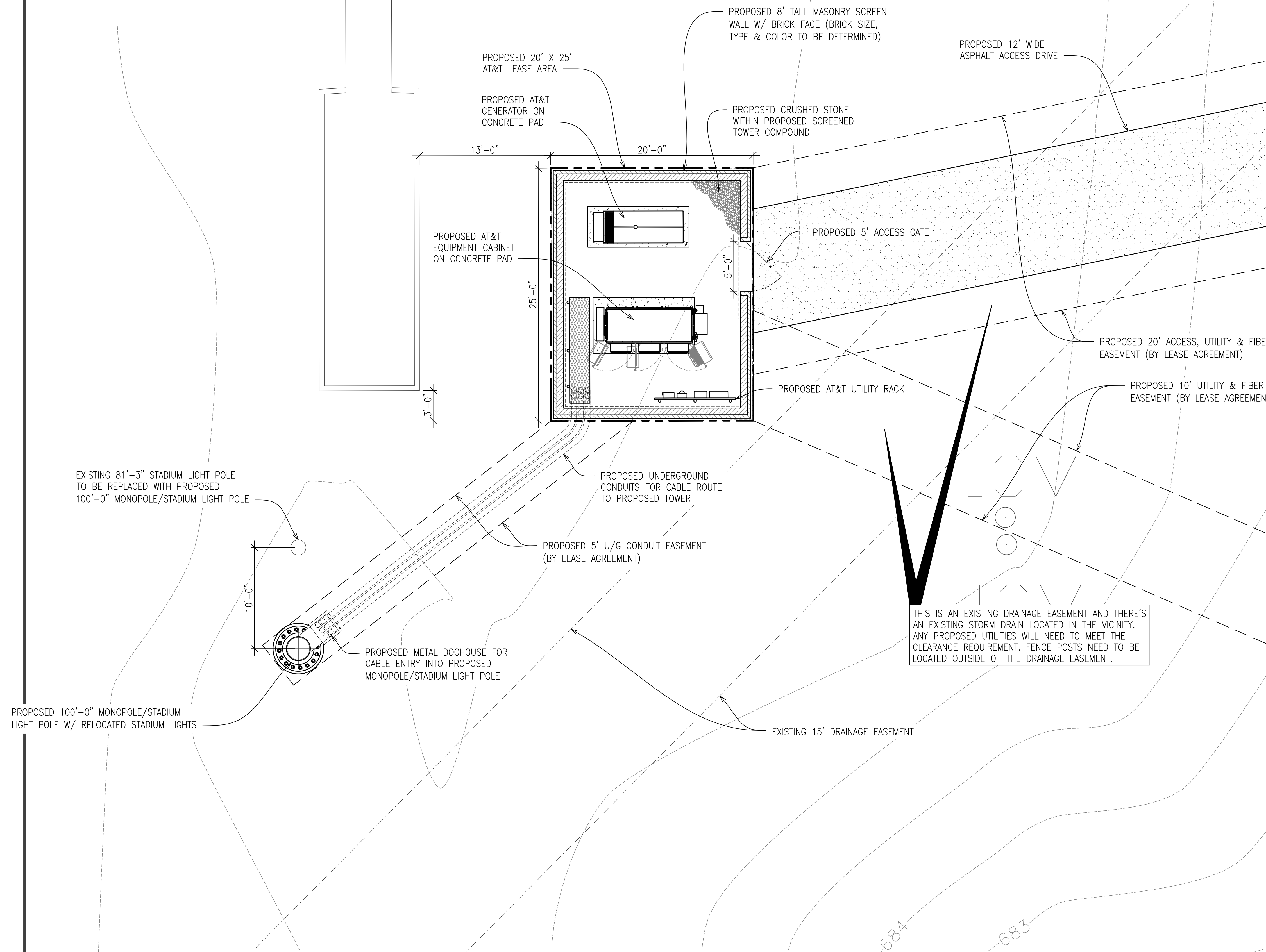
**REVISIONS**

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DATE PREPARED: JULY 19, 2024

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**CENTENNIAL HIGH SCHOOL**  
**LOT 1, BLOCK 1**  
**BURLESON HIGH SCHOOL - EAST**  
**VOLUME 10, PAGE 135-D,**  
**P.R.J.C.T.**  
**201 S. HURST ROAD**  
**BURLESON, TEXAS 76028**  
**JOHNSON COUNTY**

SHEET 2 OF 3



THIS IS AN EXISTING DRAINAGE EASEMENT AND THERE'S AN EXISTING STORM DRAIN LOCATED IN THE VICINITY. ANY PROPOSED UTILITIES WILL NEED TO MEET THE CLEARANCE REQUIREMENT. FENCE POSTS NEED TO BE LOCATED OUTSIDE OF THE DRAINAGE EASEMENT.

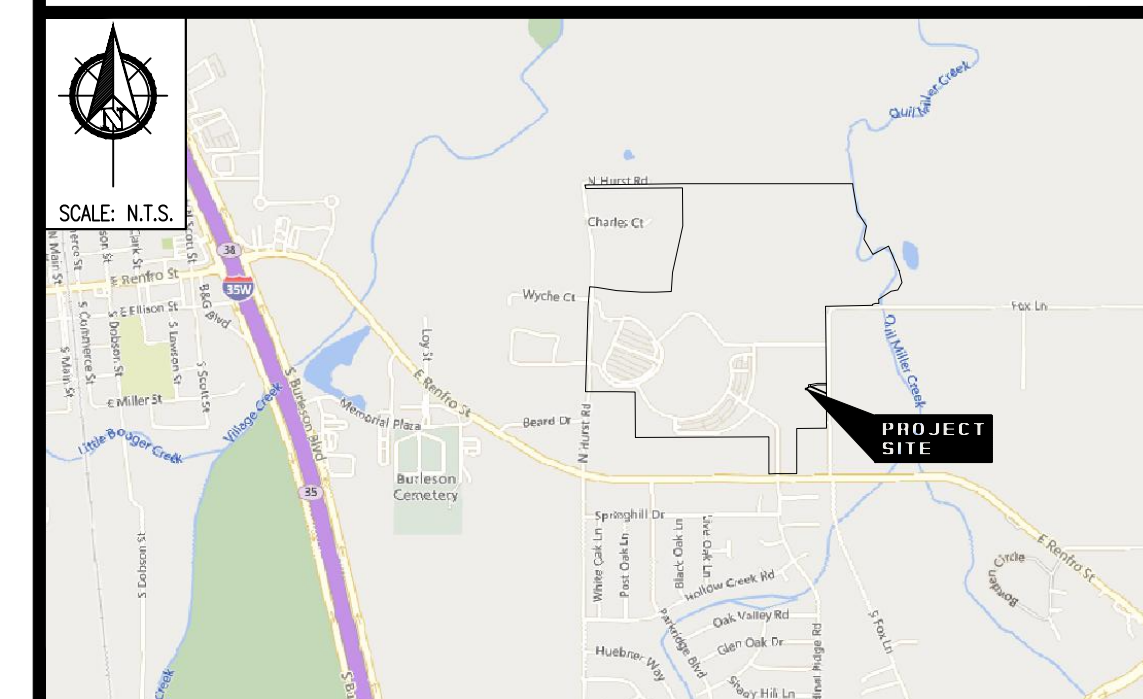
**1** **DETAIL SITE PLAN**

SCALE: (34" X 22") 3/16"=1'-0"  
 SCALE: (17" X 11") 3/32"=1'-0"





VICINITY MAP



**PROPERTY / TOWER OWNER:**

BURLESON I.S.D.  
1160 SW Wilshire Blvd.  
Burleson, TX 76028  
Contact: Steve Logan  
Phone: 817-245-1091

**Engineer:**

Celeris Group Consulting Engineers  
605 E. Border Street  
Arlington, TX 76010  
Contact: Mark Stapleton  
Phone: 817-446-1700

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Phone: 972-641-0843

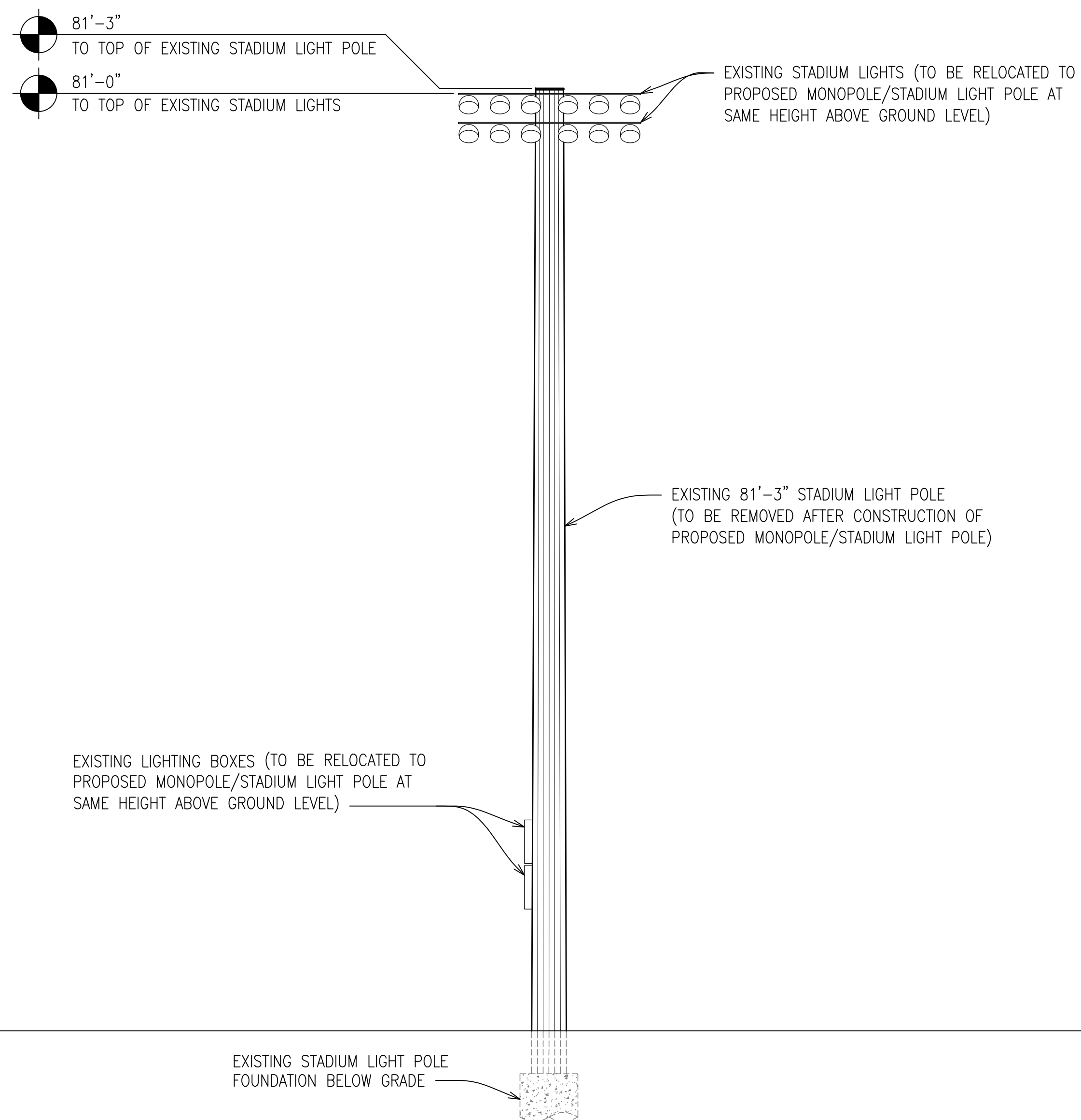
**REVISIONS**

No.	Description	Date
A	ISSUED FOR ZONING REVIEW	06/27/2024
B	ISSUED FOR ZONING REVIEW	07/19/2024

DATE PREPARED: JULY 19, 2024

**SUP SITE PLAN**  
**CENTENNIAL HIGH SCHOOL**  
**LOT 1, BLOCK 1**  
**BURLESON HIGH SCHOOL - EAST**  
**VOLUME 10, PAGE 135-D,**  
**P.R.J.C.T.**  
**201 S. HURST ROAD**  
**BURLESON, TEXAS 76028**  
**JOHNSON COUNTY**

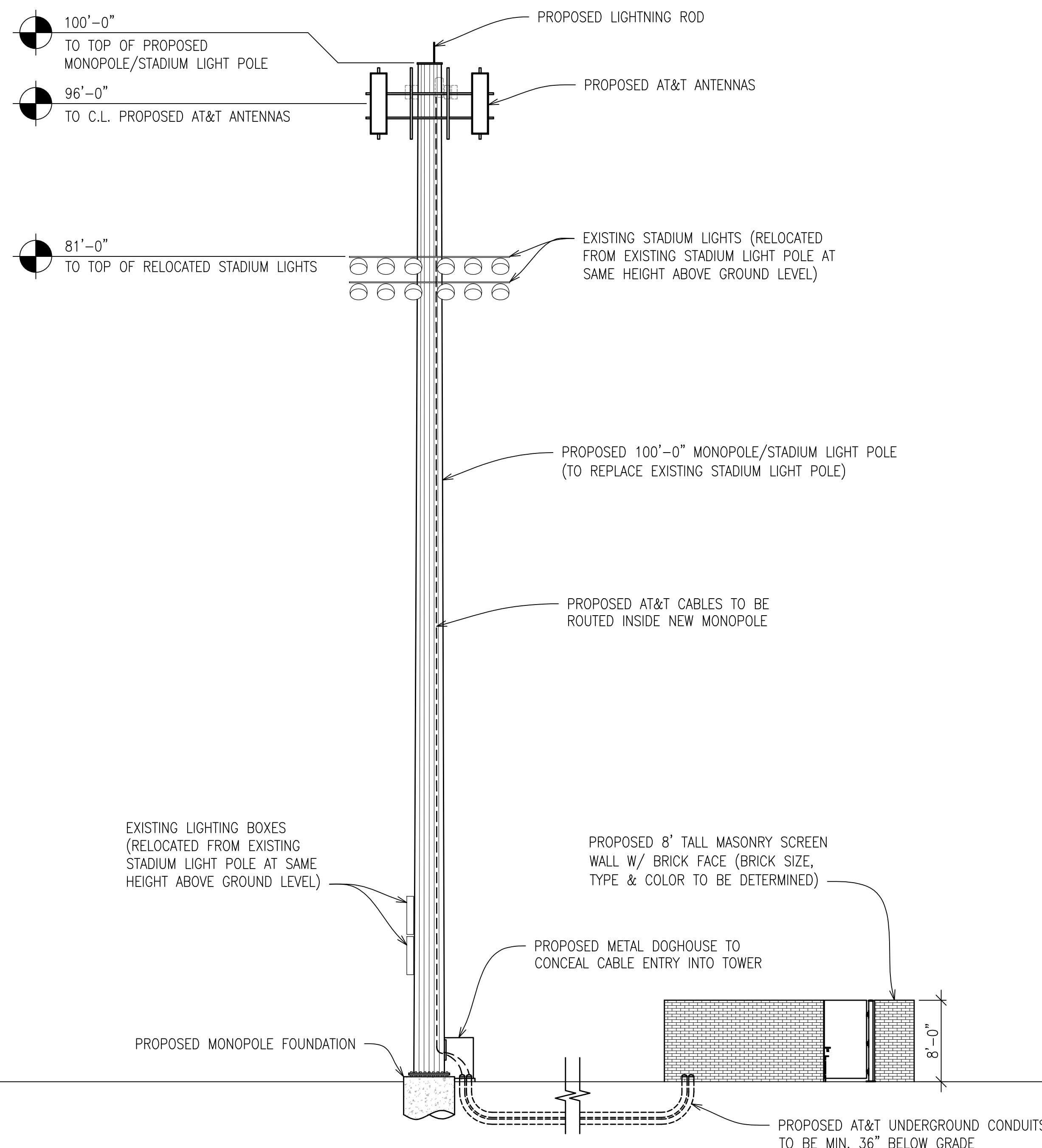
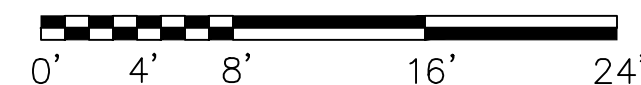
SHEET 3 OF 3



**1 EXISTING LIGHT POLE ELEVATION**

SCALE: (34" X 22") 1/8"=1'-0"  
SCALE: (17" X 11") 1/16"=1'-0"

GRAPHIC SCALE



**1 PROPOSED MONOPOLE/LIGHT POLE ELEVATION**

SCALE: (34" X 22") 1/8"=1'-0"  
SCALE: (17" X 11") 1/16"=1'-0"

GRAPHIC SCALE



**City Council Regular Meeting**

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Development Services Director  
**MEETING:** September 23, 2024

**SUBJECT:**

216 W Eldred Street (Case 24-210): Hold a public hearing and consider an ordinance for a zoning change request from “SF7” Single-family dwelling district-7 to “CC” Central Commercial district for all of Lot 6, Block 30; Original Town of Burleson Addition. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

**SUMMARY:**

On July 8, 2024, an application was submitted by Derek Scheler (owner), to rezone approximately 0.132 acres of vacant land to CC, Central Commercial for the construction of a new multi-tenant building located in the Old Town Overlay.

**DEVELOPMENT OVERVIEW:**

The owner is proposing a “CC”, Central Commercial zoning district so that he can pursue the approvals necessary to construct a new multi-tenant building on the now vacant site. Previously there was a substandard vacant single-family home that was demolished in late 2021. The current “SF7” Single-family dwelling district is also within the Old Town Overlay district and new development is required to meet the overlay district standards.

**Zoning and Land Use Table**

	Zoning	Use
Subject Site	SF7, Single-family 7	Undeveloped, Residential
North	CC, Central Commercial	Developed, Commercial
East	SF7, Single-family 7	Developed, Residential
South	SF7, Single-family 7	Developed, Residential
West	SF7, Single-family 7	Developed, Commercial

The City's Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as **Old Town**. Development in the 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. As Old Town continues to redevelop over time, the mix of uses and historic feel should be preserved and enhanced to support a pedestrian-friendly vibrant downtown.

Existing low-density, single-family residential (SF7) is suitable in the area, but the expansion should not be encouraged.

Development and redevelopment in this area are subject to the Old Town Overlay Standards.

The proposed zoning of CC, Central Commercial is in compliance with the corresponding zoning districts in the Comprehensive plan. This zoning request is a result of the need to construct a new multi-tenant building on the vacant lot. The proposed zoning will further the vision of the Old Town overlay by meeting the standards set forth in the district.

**Engineering:**

Engineering civil construction reviews will be required prior to the development of any additional development on the site.

**RECOMMENDATION:**

Approve an ordinance for the zoning change request. During the Planning and Zoning Commission meeting, there were two speakers that had concerns about traffic and parking in Old Town.

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

August 27, 2024: Planning and Zoning Commission recommended approval of the zoning change request.

**REFERENCE:**

<https://ecode360.com/39939078#39939078>

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

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

# ZC – 216 W Eldred

## Location:

- 216 W Eldred Street

## Applicant:

Derek Scheler

## Item for approval:

Zoning Change from “SF7” Single-family dwelling district-7 to “CC” Central Commercial district for all of Lot 6, Block 30; Original Town of Burleson Addition

(Case 24-207).





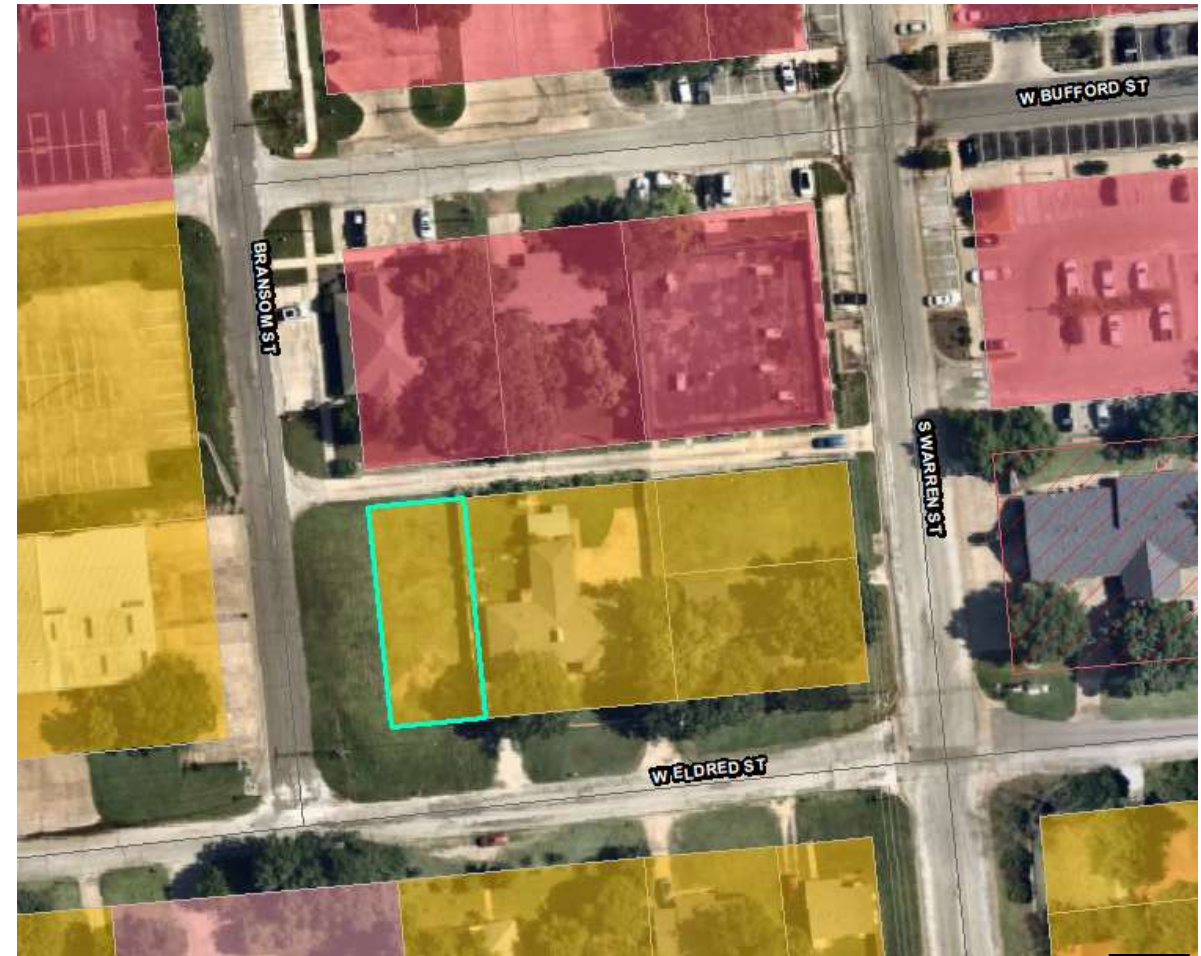
# Comprehensive Plan

Old Town



# Zoning

Single-family 7

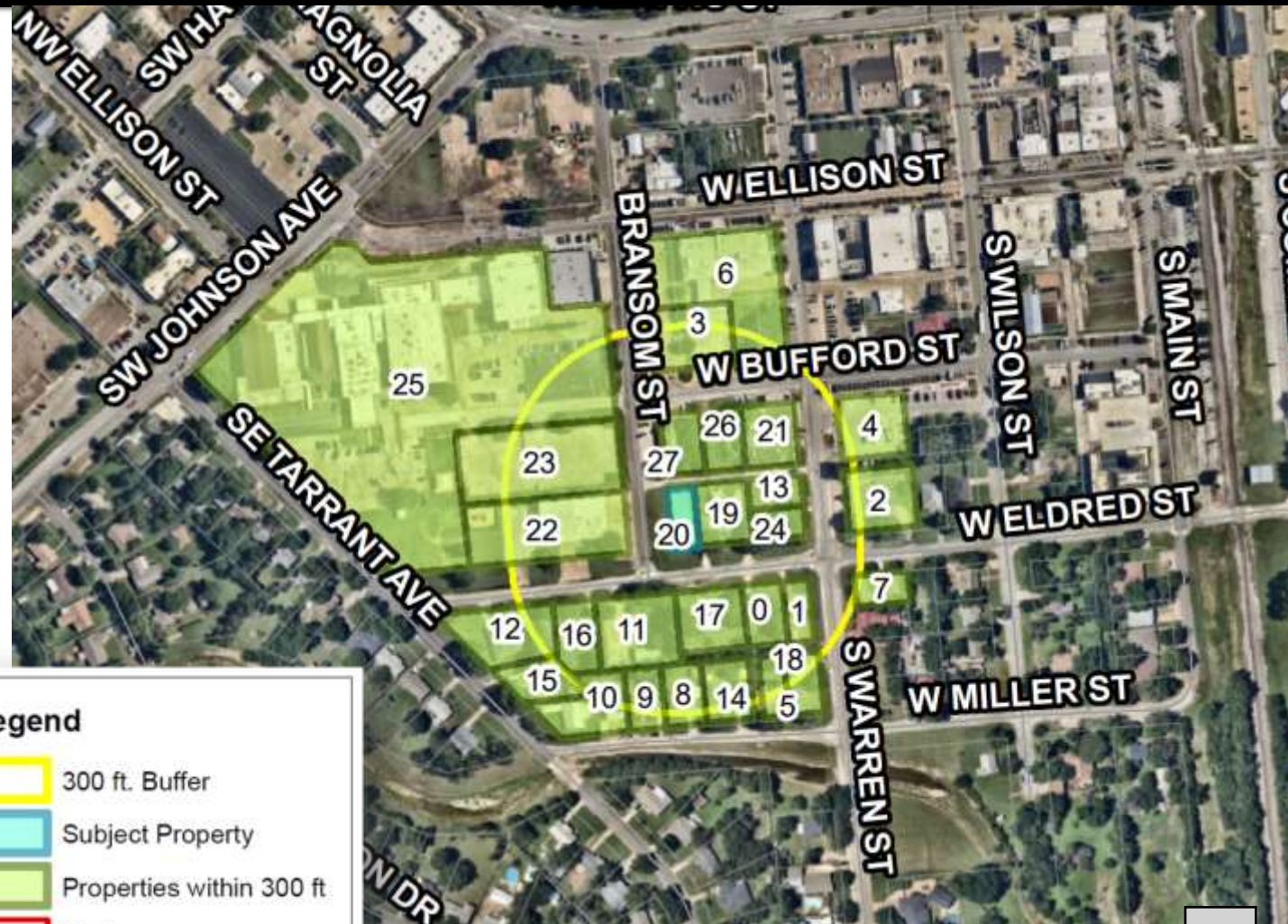




# ZC – 216 W Eldred

## Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in newspaper.
- Signs posted on the property.
- At this time staff has received 1 formal opposition letter attached as Exhibit 4.



**Legend**

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



# ZC – 216 W Eldred

## P&Z Summary

### Vote

Recommended approval unanimously

### Discussion

Potential traffic and parking issues and the Possible need for a stop sign in the future.

### Speakers

James and Holly Stephens, 213 W Eldred Street.  
Applicant was present (no questions)

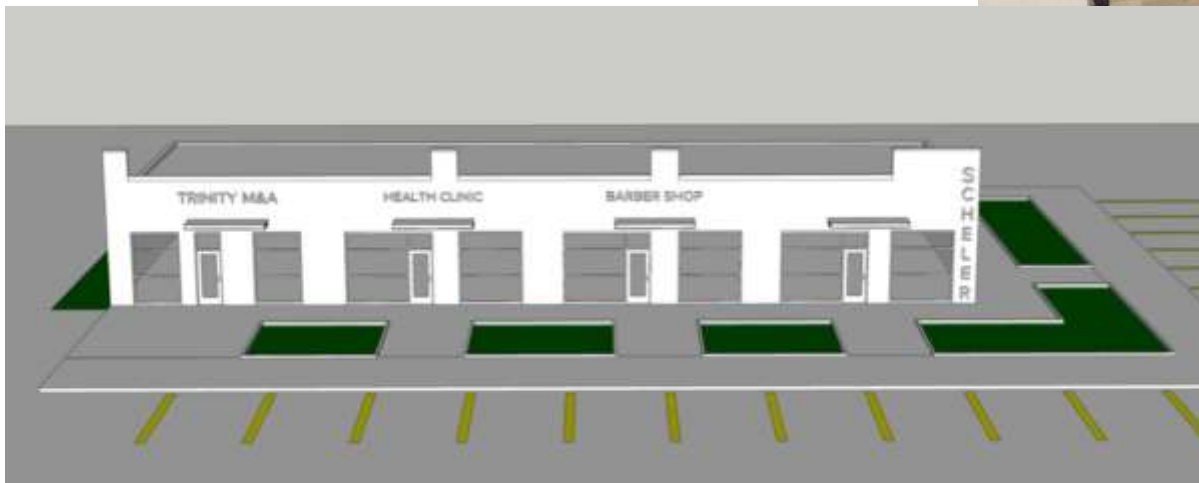


# ZC – 216 W Eldred

## Staff's Recommendation

Staff has determined that the requested zoning and use align with the Comprehensive Plan.

Staff recommends approval of the ordinance for a zoning change.





## 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 0.132 ACRES OF LAND BEING ALL OF LOT 6, BLOCK 30, ORIGINAL TOWN OF BURLESON, FROM SINGLE-FAMILY DWELLING DISTRICT 7(SF7) TO CENTRAL COMMERCIAL (CC); 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 **Derek Scheler (Owner)** on **July 8, 2024**, under **Case Number 24-210**, 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 to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of **Single-Family Dwelling District 7 (SF7)** to **Central Commercial (CC)**; 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 **Single-Family Dwelling District 7 (SF7)**; 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**

The Zoning Ordinance and Map is hereby amended insofar as it relates to property being all of Lot 6, Block 30, Original Town of Burleson Addition as **described in Exhibit A**, by changing the zoning of said property from **Single-Family Dwelling District 7 (SF7)** to **Central Commercial (CC)** being further described and attached as **Exhibit 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:

APPROVED AS TO FORM:

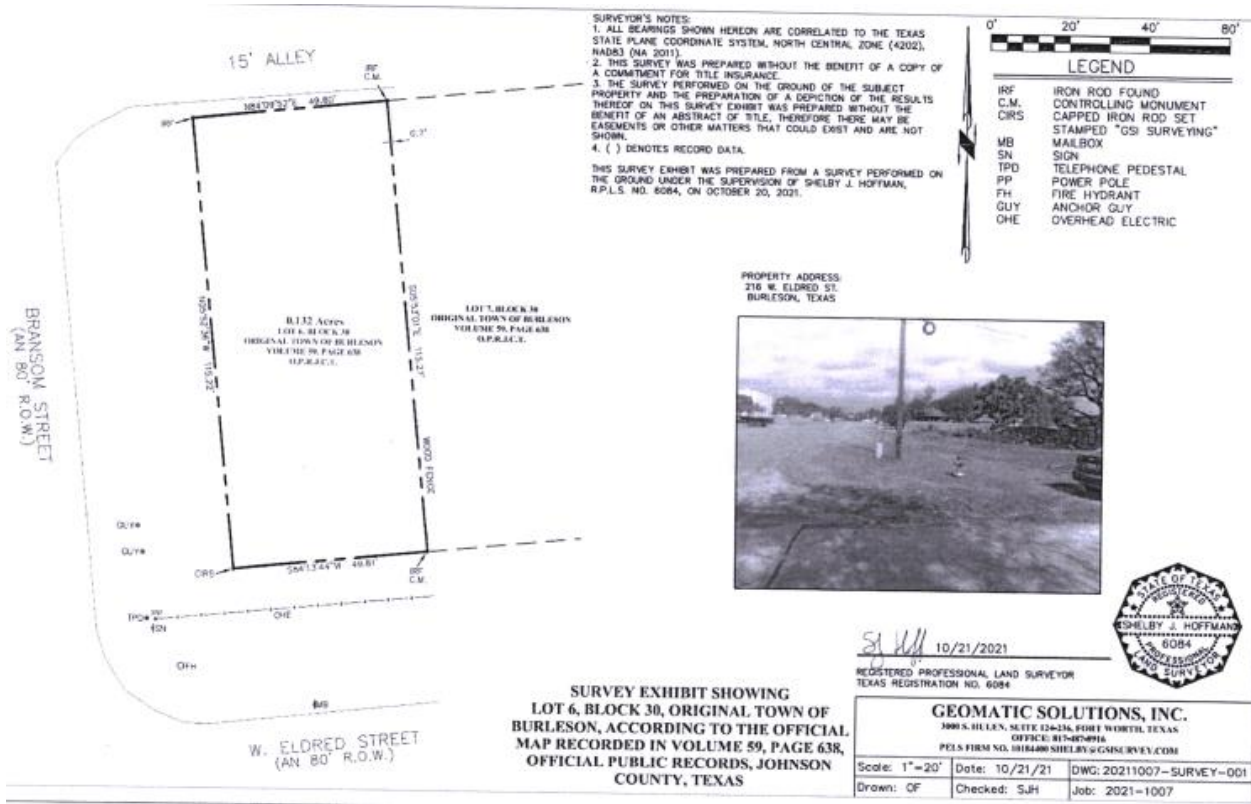
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Amanda Campos, City Secretary

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E. Allen Taylor, Jr., City Attorney

# EXHIBIT "A"



NAME:

Janis Keely

ADDRESS:

143 Se Tarrant Ave

PHONE:

817 307 2524

CITY:

Burleson

STATE:

TX

Is concern or question listed on the agenda? Yes  No

If yes, what is the item or case number associated with the development application?

Please state the concern or comment:

re: Rezoning at 216 W Eldred

**Increased traffic** - commercial areas attract more vehicles - safety issues for residents.

We already have high traffic & speeders, they run stop signs & have zero regard for the home owners in the area. **Noise & Pollution:**

Business would disrupt the peace & quiet of our residential neighborhood. Causing change to our community character & feel of our neighborhood making it less desirable for families - is that the plan?

**Privacy:** Commercial activities would infringe of our privacy. People are already parking in my yard & littering, as well as taunting my pets.

**Infrastructure impact:** our streets are already in bad shape - zero draining, pot holes & worn. this could make matter worse & with a parking concern in the city already this is not ideal. **Increased Crime** - all negative impact - this is a no for me.

I have lived here for 28 yrs & do not want this in my backyard.

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## City Council Regular Meeting

**DEPARTMENT:** Administrative Services

**FROM:** Richard Abernethy, Director of Administrative Services

**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of a release agreement with Paymentus Solutions for Utility Billing credit card payments. (*Staff Contact: Richard Abernethy, Director of Administrative Services*)

**SUMMARY:**

On October 19, 2020, the City Council authorized a 3-year agreement, not to exceed \$525,000, with Paymentus Corporation for credit card payment processing. This followed the City's Request for Proposal for payment processing solutions for online and phone payment offerings for Utility billing. In August 2022, the contract was amended to include Development Services which also extended the term of the contract. The contract automatically renewed in October 2023 and is set to expire in March 2026. However, Utility Billing transitioned to the Tyler Munis Enterprise Resource (ERP) Software platform in April 2024 as part of a larger project to migrate the City's core functions onto an ERP software system. The new system has more automated and integrated payment features for customers; however, because of the contract with Paymentus the City was not able to implement these features and had to implement an interim solution.

Although this interim solution functions, it does require customers to take additional steps to pay their bill which has resulted in confusion. In addition, the City is not able to utilize the automated and enhanced features that they paid for with Tyler Munis. Most importantly, Tyler Technologies will no longer support Paymentus at the end of the calendar year.

The Information Technology Department and the City Attorney's Office have successfully negotiated a release agreement with Paymentus to allow the City to cancel the contract. This agreement will allow Utility Billing to transition to Tyler Cashiering for credit card payment processing and complete the integration to Tyler Munis.

**RECOMMENDATION:**

Approve a release agreement with Paymentus for Utility Billing credit card payment processing.



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

October 19, 2020: City Council approves original contract

July 22, 2024: City Council approved a resolution to ratify expenditures and authorized expenditures to satisfy the City's obligations to Paymentus Solutions.

August 5, 2024: City Council approved an amendment to the contract with Paymentus to pass on credit card fees to customers effective next Fiscal Year 2024-25 and authorize spending for ACH/e-Check Services until the end of the contract term.

**REFERENCE:**

CSO1559-10-2020

**FISCAL IMPACT:**

\*This is a budgeted expense.

**STAFF CONTACT:**

Richard Abernethy  
Director of Administrative Services  
[rabernethy@burlesontx.com](mailto:rabernethy@burlesontx.com)  
817-426-9662

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## City Council Regular Meeting

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** September 23, 2024

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**SUBJECT:**

Hold a public hearing and consider approval of a resolution adopting the guidelines and criteria for the Economic Development incentives program. (*Staff Presenter: Alex Philips, Economic Development Director*)

**SUMMARY:**

The Local Government Code Title 12, Subchapter A, Chapter 380 states "the governing body of a municipality may establish and provide for the administration of one or more programs to stimulate business and commercial activity in the municipality." A program is required prior to entering into Chapter 380 agreements and tax abatements.

The program, also known as the incentive policy, is required to be adopted every two years. The existing incentive policy was passed by City Council on September 21, 2020. The proposed policy continues what was approved in 2020 that includes information in regards to wages that have to be met to qualify as well as the additional information on the application, which gives staff the guidance needed in the beginning of the process to better determine an incentive package that best fits the company needs. The qualifying standards for Retail and Commercial Developments that were approved in 2020 are unchanged in this renewal.

The incentive policy is meant to guide the efforts of City staff and City Council in offering and granting incentives during the recruitment and retention process for companies in Burleson. The policy preserves the ability to consider each abatement application separately and evaluate the community interest in participating with the project through incentives.

- Policy is able to capture all Commercial or Retail development to be qualified that it brings something that is missing from the community and exceeds \$5M in taxable sales
- Value of an abatement shall not exceed 50 percent investment by the business in eligible property
- Johnson County median wage as well as a living wage requirement
- Minimum capital investment of \$10M as well as request for sales tax numbers
- Application includes more detailed information requests when asking for wages
- Application also asks for signatures stating all of the information is factual

- The application gives us better information up front on a potential project and will aid in a better timely response to the applicant.

**Project Qualifications**

- The project expands the local tax base
- The project creates permanent full time employment opportunities:
  - With 25% of employees paid above the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics, and:
    - All employees above the greater of:
    - Average living wage (2 Adults/2 Children) for Johnson County, Texas as calculated by the following link: <http://livingwage.mit.edu/counties/48251>
    - Or 65% of the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics
- The project in all likelihood would not otherwise be developed

The City Council retains the right to, on a case-by-case basis, consider an abatement or incentive which may not specifically comply with these guidelines and criteria.

**OPTIONS:**

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

**RECOMMENDATION:**

Staff recommends approval as presented

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

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

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

# Economic Development Incentive Policy

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CITY COUNCIL

9/23/2024

# Incentive Policy Background

- Chapter 380 of the Local Government Code requires that Cities adopt their Incentive Policy every two year by public hearing
- In 2020, City Council approved the policy without any changes to the 2018 policy
- In 2022, the City Council updated the policy to include the BTX Home Improvement Rebate Program
  - The Program provides incentives (up to \$5,000) to certain eligible owner-occupied homeowners to make improvements to their home
  - Homes must be at least 25 years old
  - The CAD appraised value must be less or equal to 70% of the FHA single-family mortgage limit in the County for the current year of the application
  - Since its inception, the program has distributed \$25,392.75 toward \$103,863 in improvements





# Incentive Policy Details

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- The policy requires Commercial or Retail development to add new to market uses and users and exceed \$5 million in taxable sales to qualify
- Value of an abatement shall not exceed 50% of the investment by the business in eligible property
- Minimum capital investment of \$10 million
- The project expands the local tax base



# Incentive Policy Details Cont.

- The project creates permanent full time employment opportunities:
  - With 25% of employees paid above the Johnson County median wage (\$48,474) and
  - All employees paid above the greater of average living wage (2 adults/2 children) for Johnson County, Texas as calculated by (\$52,811): <http://livingwage.mit.edu/counties>;
  - Or, 65% of the Johnson County median wage as calculated by the U.S. Bureau of Labor and Statistics
- The project in all likelihood would not otherwise be developed
- The City Council retains the right to, on a case-by-case basis, consider an abatement or incentive outside of the guidelines



# Requested Action

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Hold a public hearing and consider approval of a resolution adopting the guidelines and criteria for the Economic Development incentives program

# Questions / Comments

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Alex Philips  
Economic Development Director  
aphilips@burlesontx.com  
827-426-9613

**RESOLUTION**

**A RESOLUTION REVISING AND ADOPTING THE GUIDELINES AND CRITERIA FOR THE ECONOMIC DEVELOPMENT INCENTIVES PROGRAM.**

**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 Council of the City of Burleson, on May 27, 1993, initially adopted the Guidelines and Criteria for the Economic Development Incentives Program by Resolution 583; and

**WHEREAS**, the City of Burleson desires to continue the Burleson Economic Development Incentives Program which includes provisions for granting tax abatements according to Chapter 312 of the Texas Tax Code, and other incentives according to Chapter 380 of the Texas Local Government Code.

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

**Section 1**

The City Council hereby adopts *The City of Burleson Guidelines and Criteria for the Economic Development Incentives Program* attached as Exhibit "A", attached hereto and incorporated herein by reference for all purposes, for granting a tax abatement in reinvestment zones or any other economic development incentives within the City of Burleson, Texas and the Guidelines and Criteria hereby adopted are effective for two years from the date adopted and may be amended or repealed by a vote of three-fourths of the members of the City Council.

**Section 2**

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor City of  
Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
Matt Ribitzki, Senior Deputy City Attorney



# Exhibit “A”

*The City of Burleson Guidelines and Criteria  
for the Economic Development Incentives Program*

**THE CITY OF BURLESON  
GUIDELINES AND CRITERIA FOR THE  
ECONOMIC DEVELOPMENT INCENTIVES PROGRAM**

**SECTION I  
PURPOSE**

The City of Burleson is committed to the promotion and retention of high quality development within the City of Burleson and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Burleson will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Burleson. The City of Burleson will give said consideration in accordance with this Guidelines and Criteria document. Nothing herein shall imply or suggest that the City of Burleson is under any obligation to provide tax abatements or incentives to any applicant. All applicants shall be considered on a case-by-case basis. Tax abatements and other economic incentives will be measured against the same criteria.

Participation in an abatement or incentive agreement does not remove any obligation to satisfy all codes and ordinances issued by the City or any other affected taxing jurisdiction that may be in effect and applicable at the time the project is implemented.

**SECTION II  
DEFINITIONS**

1. "Abatement" means the full or partial exemption from ad valorem taxes of certain eligible property in a Reinvestment Zone designated for economic development purposes pursuant to Chapter 312 of the Texas Tax Code.
2. "Agreement" means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction for the purposes of tax abatements.
3. "Capital Investment" means and shall include all costs incurred relating to the acquisition of the Property and construction of the public and private improvement including the actual construction costs, and other costs of all buildings, structures, improvements, infrastructure, fixed machinery and equipment and tangible personal property.
4. "City" means the City of Burleson, Texas.
5. "Deferred Maintenance" means improvements necessary for continued operations which do not improve the productivity or alter the process technology.
6. "Distribution Center Facility" means buildings and structures, including machinery and equipment, used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points outside the city limits of Burleson.

7. "Eligible Property" means property that may be extended an abatement. Eligible property includes buildings, structures, fixed machinery and equipment, site improvements plus office space and related fixed improvements necessary to the operation and administration of the facility.
8. "Expansion" means the addition or enlargement of buildings, structures, fixed machinery, or equipment for purposes of increasing production capacity and creating new full-time permanent jobs.
9. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
10. "Manufacturing Facility" means buildings and structures including machinery and equipment, the primary purpose of which is, or will be, the manufacture of tangible goods or material or the processing of such goods or materials by physical or chemical change, including the assembly of goods and materials from multiple sources, in order to create a finished or semi-finished product.
11. "Modernization" means the replacement and upgrading of existing facilities which increases the productivity input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing except as may be integral to, or in direct connection with, an existing expansion.
12. "New Facility" means a property previously undeveloped which is placed into service by means other than, or in conjunction with, expansion or modernization.
13. "Project" means any property improvement including expansions, modernization, and new facilities; but excluding any deferred maintenance.
14. "Reinvestment Zone" means any area of the City which has been designated a reinvestment zone for tax abatement purposes and which is located within the taxing jurisdiction of the City. It is the intent of the City to designate reinvestment zones on a case-by-case basis to maximize the potential incentives for eligible enterprises to locate or expand within the City.
15. "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used, or to be used, to provide entertainment through the admission of the general public where a significant portion of the users reside outside of the city limits of Burleson.
16. "Regional Retail Facility" means buildings and structures, including fixed machinery and equipment, used, or to be used, to provide retail services from which a majority of revenues generated by activity at the facility are derived from outside of Burleson.

17. "Regional Service Facility" means buildings and structures, including machinery and equipment, used, or to be used, to provide services where a majority of the individuals serviced are outside of the city limits of Burleson.
18. "Research Facility" means buildings and structures, including machinery and equipment, used, or to be used, primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
19. "Targeted Enterprise" includes, but is not limited, to the following facilities: distribution center facility, manufacturing facility, regional entertainment facility, research facility, regional retail facility, regional service facility.
20. "Targeted Industry Cluster" a concentration of businesses and industries in a geographic region that are interconnected by the markets they serve, the products they produce, their suppliers, the trade associations to which their employees belong, and the educational institutions from which their employees or prospective employees receive training. The Texas Industry Cluster is defined by Texas Workforce Commission and included on the incentive application for the Texas Enterprise Fund.
21. "Employment on a full-time permanent basis" means employment of at least 35 hours per week with full benefits, including at a minimum, health and disability insurance and retirement plan options. This does not include seasonal employment.

### **SECTION III ELIGIBLE FACILITIES**

The City Council may enter into tax abatement or incentive agreements with landowners with projects demonstrating an increased investment in buildings and fixed assets, increased employment, or an increase in the City's sales tax.

The value of the abatement shall not exceed 50 percent of investment by the business in eligible property as defined in Section II. The City Council, or its designated representative, shall work with the applicant prior to the execution of an abatement agreement to determine the abatement schedule. For qualifying facilities, the City Council may approve abatement agreements lasting no longer than ten years. However, the length of the abatement agreement shall not exceed one-half of the estimated economic life of the facility, as determined by the City Council.

### **SECTION IV CRITERIA**

The following are the guidelines and criteria to be considered in determining eligibility for economic development incentives, except for Burleson Home Improvement Rebate Program. The City Council retains the right to, on a case-by-case basis, consider an abatement or incentive which may not specifically comply with these guidelines and criteria.

A. General Criteria - All applications should meet the following general criteria before being considered for a tax abatement or incentive.

1. The project expands the local tax base.
2. The project creates permanent full time employment opportunities:
  - With 25% of employees paid above the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics, and:
  - all employees above the greater of:
    - average living wage (2 Adults/2 Children) for Johnson County, Texas as calculated by the following link:  
<http://livingwage.mit.edu/counties/48251> ;
    - Or 65% of the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics.
3. The project in all likelihood would not otherwise be developed.
4. The project makes a contribution to enhancing further economic development.
5. The project will not result in any unreasonable aesthetic and/or environmental concerns.
6. The project has not been started and no construction has commenced at the time the application is approved.
7. Projects seeking to qualify for a tax abatement or incentive on the basis of job retention shall document that without the abatement or incentive the company will either reduce or cease operations.
8. The project should not have any of the following objections:
  - a. There would be substantial adverse effect on the provision of government service or tax base.
  - b. The applicant has insufficient financial capacity.
  - c. Planned or potential use of the property would constitute a hazard to public safety.
  - d. Planned or potential use of the property would give adverse impacts to adjacent properties; or
  - e. Any violation of laws of the United States, State of Texas, or ordinances of the City of Burleson would occur.
  - f. Give unfair competitive advantages for one business over another local business.

B. Specific Criteria - If the project in the application meets the general criteria, then abatement or incentive will be considered. Factors to be considered in determining the portion of the increased value to be abated and the duration of the abatement agreement or the type of incentive given include, but are not limited to:



1. Employment Impact
  - a. How many permanent full-time positions will be brought to Burleson?
  - b. What types of employment will be created?
  - c. What percentage of the jobs are above the Johnson County median wage?
  - d. What will the total annual payroll be?
  
2. Fiscal Impact
  - a. How much real and personal property value will be added to the tax rolls?
  - b. What Is the Capital Investment (**\$10,000,000 minimum**)?
  - c. How much direct sales tax will be generated?
  - d. How will this project affect existing businesses and/or facilities?
  - e. What infrastructure construction will be required?
  - f. What is the total annual operating budget of this facility projected to be?
  
3. Community Impact
  - a. What impact will the project have on the local housing market?
  - b. What environmental impact, if any, will be created by the project?
  - c. How compatible is the project with the City's comprehensive plan and Zoning Ordinance?

## **SECTION V PROJECT TYPES**

Except for Burleson Home Improvement Rebate Program, the following are projects that may be considered:

### **A. INDUSTRIAL PROJECT**

- A. A New Facility seeking abatement on Eligible Property should qualify at a minimum level of investment and a minimum number of new jobs not currently in the market, both of which must be generated within two years of construction.
  - a. The level of abatement should be determined by the lesser category of jobs added or new investment.
  - b. The abatement should be granted from real property tax.
  - c. An investment of not less than \$10,000,000 and at least 25 new jobs is considered for an abatement.

- B. A New Facility that is the primary location of a Targeted Enterprise may be eligible for a cash grant to be applied to an assigned area of the Project, namely:
- a. Development challenges related to site work, infrastructure or other material changes to the property,
  - b. Relocation of those with employment on a full-time basis,
  - c. Relocation or existing equipment or the purchase of new equipment for the New Facility.

## B. RETAIL AND COMMERCIAL PROJECT

1. Only retail projects (retail stores, restaurants, shopping centers, or redevelopment) that offer unique goods, services, or a brand that is not currently offered in the Burleson city limits may be considered for incentives. This consideration is to help address unmet demand and minimize retail leakage from the City into the surrounding trade area. A minimum of **\$5 million** in annual taxable sales generated is required in order to be eligible for consideration of a rebate of sales taxes. The City may rebate a portion of the sales taxes generated **not to exceed 50%** of the City's sales tax receipts.

## SECTION VI PROCEDURAL GUIDELINES

Except for the Burleson Home Improvement Rebate Program projects, any person, organization or corporation desiring a tax abatement or incentive to encourage location or expansion of operations within the city limits of Burleson shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that Burleson is under any obligation to provide tax abatement or incentive in any amount or value to any applicant.

Requests for tax abatement or incentive shall be reviewed by the City Council. The Burleson 4A Development Board serves as the recommending body to the City Council. The City Council as a whole, shall vote on the approval of the abatement or incentive.

### A. Preliminary Application Steps

1. Complete the attached "Application for Tax Abatement or Economic Development Incentive".
2. An exhibit showing the precise location of the property, all roadways within 500 feet of the site and all existing zoning and land uses within 500 feet of the site, (a complete legal description shall be provided if the property is described by metes and bounds).

3. A complete estimated cost of the project by "line item" approach.
4. A description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.
5. A detailed time scheduled for undertaking and completing the project.
6. Complete all forms and information detailed in items 1 through 5 above and submit them to:

Office of Economic Development  
141 West Renfro  
Burleson, Texas 76028

**B. Application Review Steps**

1. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
2. The application may be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.
3. Copies of the complete application package and staff comments will be forwarded to the City Council, or, when requested by the City Council, to the Burleson 4A Development Board.

**C. Consideration of the Application**

1. When requested by the City Council, the Burleson 4A Development Board will consider the application at a regular or called meeting(s). Additional information may be requested as needed. The Board will then inform the applicant of their recommendation to the City Council.
2. The City Council by ordinance must designate an area as a reinvestment zone to be eligible for a tax abatement. Prior to adopting such an ordinance, the City Council must conduct a public hearing on the designation that entitles all interested persons to speak and present evidence for or against the designation.
3. The City Council has sole and exclusive authority to choose whether or not to grant any tax abatement.
4. The governing bodies of Johnson County and/or Tarrant County may consider a tax abatement agreement with the applicant.
5. Information provided to the Burleson 4A Development Board or the City Council in connection with an application or request for tax abatement or incentive is confidential and not subject to public disclosure until the tax abatement or incentive agreement is executed.

**D. Tax Abatement Agreement** – Once authorized by the City Council, the City Manager may execute a tax abatement agreement with the applicant on behalf of the City. At least

seven days before entering into the agreement, the City will deliver written notice of its intent to each taxing unit that is included in the reinvestment zone. The tax abatement agreement will include specific terms and conditions of the abatement, including, but not limited to, the amount and duration of the tax abatement. The tax abatement agreement shall not commence until the development has received a certificate of occupancy from the City.

E. Economic Development Incentives - The City by resolution may enter into an economic development incentive agreement. An incentive may include but is not limited to:

1. Loans and grants - The City may provide subsidized loans or grants upon approval of the City Council.
2. Infrastructure - Extension, construction or reconstruction of infrastructure necessary for the development of a targeted enterprise may be made upon approval of the City Council.
3. Utility rates - The City Council may consider additional utility rate classes for targeted enterprises that require larger amounts of municipal utilities. Any classification established will be available to all utility users meeting the minimum usage requirements for that group. Consideration will be given to capital improvements required to provide utility service.
4. Any agreement will include, but not be limited to, the following specific items:
  - a. All appropriate stipulations included in the application as outlined by the document for an economic development incentive agreement.
  - b. The amount and type of incentive.
  - c. A method for determining the qualifications of meeting the criteria and applicant's promise to meet and maintain these qualifications over the term of the agreement. This may require the submission of an annual report to the City Manager demonstrating that the terms and conditions required to receive a tax incentive have been met, and the City will be allowed, upon written request and reasonable notice, to inspect and audit such records of the applicant as are necessary to substantiate that the applicant is meeting criteria agreed upon during the term of the incentive.
  - d. A provision that, in the event the agreement is not kept, the incentive will be determined null and void and all actual and planned City expenditures and/or cost of labor will be paid immediately to the City.

**APPLICATION FOR TAX ABATEMENT  
OR ECONOMIC DEVELOPMENT INCENTIVE**

**INSTRUCTIONS**

This form is intended for internal economic development analysis and efforts will be made to restrict circulation of the information included on the form to appropriate representatives of the City of Burleson. However, please note that the Texas Open Records Act provides that information collected, assembled, or maintained by the city under a law or ordinance or in connection with the transaction of official business is generally considered to be public information. However, the Texas Public Information Act does provide that information relating to economic development negotiations with a business prospect is withheld from disclosure unless and until an agreement is reached. If an agreement has been reached and is ready for City of Burleson consideration, this document may be posted to the City's website for public disclosure.

**Questions or Comments**

**Please contact:**

Alex Philips

Economic Development Manager

817-426-9613

**[bphilips@burlesontx.com](mailto:bphilips@burlesontx.com)**

141 West Renfro

Burleson, Texas 76028

**CERTIFICATION OF APPLICATION – BUSINESS**

**Authorized Business Representative (Applicant)**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title \_\_\_\_\_ Organization \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Consultant/Site Selector Information**

Consultant Name \_\_\_\_\_ Company \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Site Information**

Property Owner Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Property Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Property Legal Description \_\_\_\_\_

(Provide attachment if by metes and bounds)

Property Located within:

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> City of Burleson | <input type="checkbox"/> Burleson ISD |
| <input type="checkbox"/> Johnson County   | <input type="checkbox"/> Alvarado ISD |
| <input type="checkbox"/> Tarrant County   | <input type="checkbox"/> Joshua ISD   |

To the best of my knowledge and belief, the information contained in this City of Burleson Application is true and correct, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the state in which the entity was organized and that no delinquent taxes are owed to any taxing entity within Johnson/Tarrant County, TX.

Signature \_\_\_\_\_ Date \_\_\_\_\_



**BUSINESS APPLICATION INFORMATION**

Legal name of entity applying to the City of Burlson for incentive:

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**Industry Cluster:**

If applicable, identify the targeted industry cluster within which this project falls:

- Advanced Technologies and Manufacturing, including four sub-clusters: Nanotechnology and Materials; Microelectromechanical Systems; Semiconductor Manufacturing; Automotive Manufacturing
- Aerospace, Aviation and Defense
- Biotechnology and Life Sciences, not including medical services
- Information and Computer Technology, including three sub-clusters: Communications Equipment; Computing Equipment and Semiconductors; Information Technology
- Petroleum Refining and Chemical Products
- Energy, including three sub-clusters: Oil and Gas Production; Power Generation and Transmission; Manufactured Energy Systems
- Other, (Describe)

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**Description of Project:**

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Is this company considering other:

Texas locations:  Yes  No

U.S. locations:  Yes  No

Global locations:  Yes  No

### Project Timeline

Expected Construction Start Date \_\_\_\_\_

Expected Construction Completion Date \_\_\_\_\_

### Project Capital Investment

Total acres: \_\_\_\_\_

Estimated site construction costs: \_\_\_\_\_

Building square footage: \_\_\_\_\_

### Sales Tax

Projected annual sales tax (if applicable): \_\_\_\_\_

### Job Categories and Wage Distribution

Job Category	Number of Jobs	Average Annual Wage	Percentage to be hired locally
Executive			
Manager			
Supervisor			
Staff			
Entry/Minimum Salary			

**SERVICE REQUIREMENTS:**

**Electric**

Peak Monthly Demand in Kilowatts (KW): \_\_\_\_\_

Average Monthly Usage in Kilowatt Hours (kWh): \_\_\_\_\_

Average Monthly Load: \_\_\_\_\_

Current Rate - cents \_\_\_\_\_ per Kilowatt Hour (kWh)

**Water**

Average Monthly Usage: \_\_\_\_\_

Meter size: \_\_\_\_\_

**Sewer**

Average Monthly Discharge: \_\_\_\_\_

**Gas**

Average Monthly Usage: \_\_\_\_\_

Meter size: \_\_\_\_\_

**Additional information for consideration of incentives:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION VII**  
**Burleson Home Improvement Rebate Program**

The provisions of this Section VII shall only apply to the Burleson Home Improvement Rebate Program described herein.

- A. Eligibility Requirements. To be considered for a Burleson Home Improvement Rebate Program Chapter 380 Economic Development Program incentive under this this Guidelines and Criteria document, a project must at least meet the following minimum requirements:
  - 1. Must a single family home, duplex, townhome, or condominium (the “Home”) within the Burleson city limits.
  - 2. The Home must be 25 years or older.
  - 3. At the time of application the Home must be owner-occupied.
  - 4. At the time of application all state, federal, and local taxes related to the Home must be current.
  - 5. The County Appraisal District (CAD) appraised total value of the Home must be less than or equal to 70% of the FHA single-family mortgage limit the county for the current year the application is made.
  
- B. Application Requirements and Process. The application process shall include:
  - 1. Application for the incentive described by this Section must be made to the City through the Neighborhood Services Department prior to any work commencing on the project.
  - 2. If the application is approved, the applicant shall sign an incentive contract in substantially the same form as Exhibit “B”, which is attached hereto and incorporated herein by reference for all purposes.
  - 3. Applicant shall allow the City to inspect the project as required to ensure project eligibility and improvement completion in accordance with the terms of the incentive agreement.
  - 4. After the execution of the incentives contract, the applicant will annually pay all taxes owed on the Home for the term of the contract.
  - 5. If the applicant has met all conditions of the program, the City will calculate the incentive and pay the applicant the incentive in accordance with the terms of the incentive contract.
  
- C. Incentive Calculation. The incentive shall be calculated as follows:

1. The maximum incentive for any application will be \$5,000.
2. Total expenditures on improvements to the Home must total 10% or more of the CAD value of the Home.
3. Applicant shall be eligible for a rebate equal to 25% on actual costs on exterior improvements, and a rebate equal to 10% on actual costs on interior improvements.
4. Applicant shall refund any incentive paid if the applicant fails to meet the requirements and stipulations of this Section or otherwise fails to abide by the terms of the incentive contract.

D. Additional Provisions.

1. Improvements may start only after the City issues a Notice to Proceed, and such improvements must be completed within six months after the notice is issued.
2. Improvements must result in a livable, residential unit.
3. The following repairs are not eligible for the rebate program set forth in this Section:
  - i. New pools, hot tubs, and other water features;
  - ii. Landscaping (except for City-approved trees in authorized tree replacements);
  - iii. Repair or replacement of sprinkler systems;
  - iv. Detached accessory structures;
  - v. Garage enclosures and carports; and
  - vi. Exterior improvements or items covered by a property owners association in condominiums.
4. The City Council shall authorize through the City Manager the implementation of the program described in this Section.
5. The number of incentive applications at any one time shall not exceed the amount of funds actually budgeted.
6. Applicant shall comply with all City ordinances, state and federal laws in performing its obligations under the incentives agreement, including obtaining any and all necessary governmental approvals, permits, and inspections for the project.

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## City Council Regular Meeting

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of 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 Realty Capital Management, LLC. (*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 trail 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.



After research by RCM, the pedestrian bridge was deemed too cost-prohibitive. Without any feasible means to access the dog park, RCM has requested to remove the amenity from their project. In lieu of the dog park, RCM has agreed to lower the agreed upon public improvement reimbursement from \$2,000,000 to \$1,500,000. RCM has also agreed to retain ownership of the drainage easement and maintain to all City codes and regulations.

If approved, this 380 amended would lower the maximum reimbursement amount to \$1,500,000, replace exhibits to reflect the updated list of public improvements and the updated site plan removing the dog park, fencing and sidewalk around the dog park, and the trail in UPRR right-of-way.

If approved, per current City policy the amended site plan will be approved administratively.

**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#1499-09-2020 (First Amendment)

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

# Depot on Main – Ch. 380 Agreement Amendment

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BURLESON CITY COUNCIL

9/23/24

# 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 Realty Capital
  - 75% TIF #2 rebate annually
  - Maximum rebate: \$2 million
  - Rebate to reimburse public infrastructure (sidewalks, parking, streetscape, etc.)



# Drainage and Dog Park

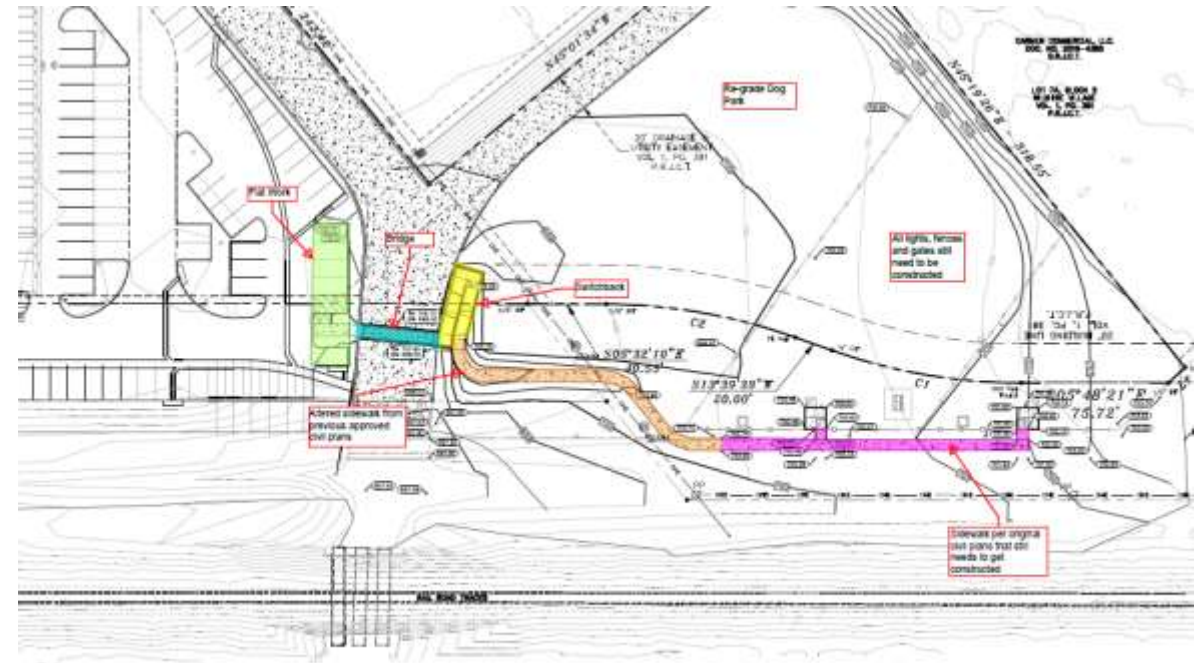
- On June 7, 2021, City Council approved a PD zoning amendment reducing dwelling units/acre from 75 to 56.22, prohibiting corrugated metal
- The amendment was requested to due site restrictions caused by the results of a flood study
- The Site Plan was also amended to include a public dog park in the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





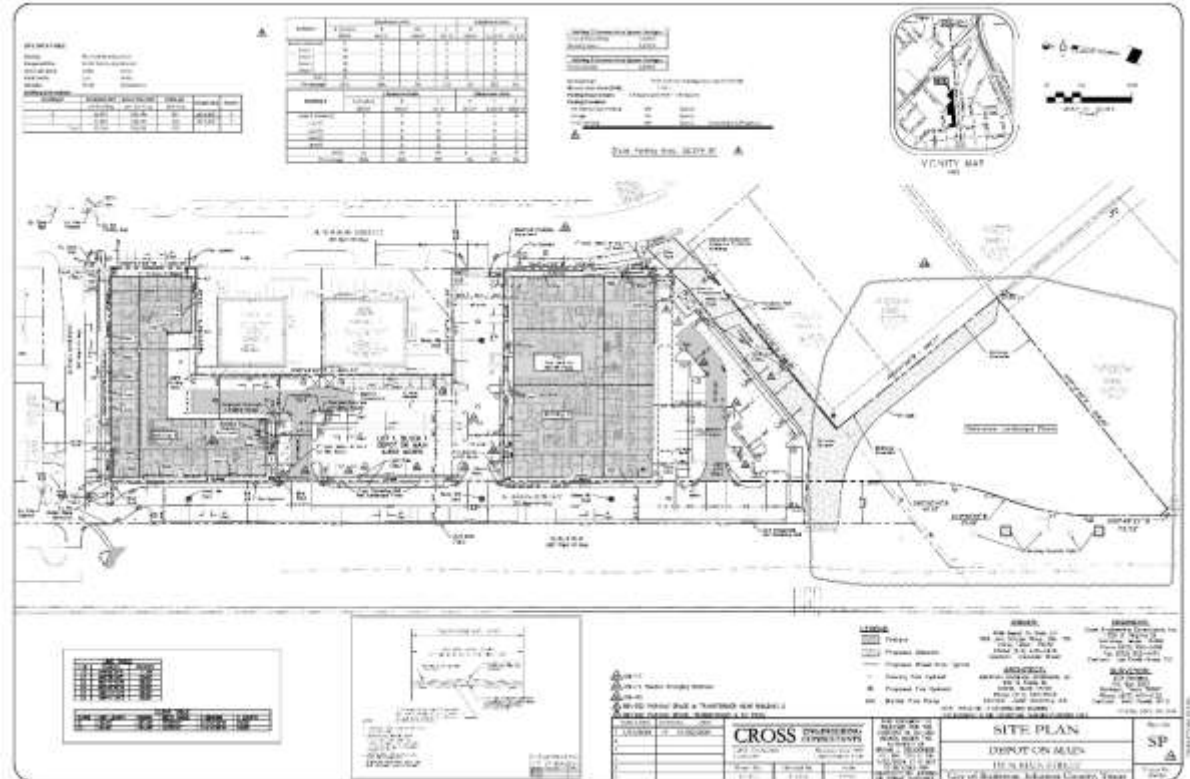
# Drainage and Dog Park

- Realty Capital 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
- Realty Capital studied initial design, and priced full design and construction
- The bridge has been deemed cost-prohibitive and the last viable option for ADA access
  - Cost is \$438,220



# Amendments

- Realty Capital has requested to amend their site plan to remove the dog park and associated sidewalks, lighting, etc. and amend Ch. 380 agreement accordingly
- Lower the 380 public improvement reimbursement from \$2 million to \$1.5 million
- Amend 380 exhibits to include new site plan and updated costs of approved public improvements
- If approved, per City policy, staff will administratively approve the Site Plan Amendment
- Depot on Main will retain ownership and maintenance; the public will still have access open space or recreational use





# Requested Action

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- \*Approve 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 Realty Capital Management, LLC
- 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 Realty Capital Management, LLC

\*Staff recommends approval

**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 REALTY  
CAPITAL MANAGEMENT, 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 Realty Capital Management, LLC ("Second Amendment" or "Amendment") is made and entered into by and between City of Burleson, a Texas municipal corporation of Tarrant and Johnson Counties, Texas (hereinafter called "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 (hereinafter called "Board"), acting by and through its Board President; and Depot on Main Holdings, LLC ("Depot"), a Delaware limited liability company, acting by and through its authorized Manager.

**RECITALS:**

WHEREAS, on or about November 14, 2016, the City, the Board and Realty Capital Management, LLC ("RCM") entered into that 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 "Original Agreement"), as amended by that certain 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 (the "First Amendment"; the Original Agreement, as amended by the First Amendment is referred to as the "Agreement" and is as attached hereto as Exhibit A);

WHEREAS, on or about February 2, 2022, RCM assigned to Depot, and Depot assumed, all of RCM's right, title and interest in and to the Agreement as permitted by Article 12 of the Agreement; and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

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.** Section 5.02(b) of the Agreement is hereby amended to read as follows:

“(b) Payments will cease upon the end of the Term of the Agreement or when Grant Payments equal \$1,500,000, whichever comes first.”

2. **Conditions of Grant Payment Regarding RCM Development and Operations.** Section 4.01 “Conditions of Grant Payment Regarding RCM Development and Operations” is hereby amended by adding Section 4.01(O) without otherwise replacing any other text in the section:

“(O) As additional consideration for the Grant Payment received by RCM under this Agreement, RCM or its assignee shall grant the City an easement over the area depicted on Exhibit D, attached hereto and incorporated herein by reference for all purposes, for open space or other public use, as determined by the City. In granting the easement, the City shall have no responsibility in maintaining the easement or underlying real property.”

3. **Exhibits.** Exhibit B to the Agreement is hereby replaced in its entirety with Exhibit B to this Amendment. Exhibit C to the Agreement is hereby replaced in its entirety with Exhibit C to this Amendment.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**THE CITY OF BURLESON**  
**a Texas municipal corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_,  
known personally by me to be the \_\_\_\_\_ of the City of Burleson, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

**DEPOT ON MAIN HOLDINGS, LLC,**  
a Texas limited liability company

BY: RCR Manager 22, LLC,  
a Texas limited liability company,  
its Manager

BY: Realty Capital Residential, LLC,  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: Alexander Brown  
Title: President

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by Alexander Brown, known personally by me to be the President of Realty Capital Residential, LLC, in its capacity as the manager of RCR Manager 22, LLC, in its capacity as the manager of Depot on Main Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
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 \_\_\_\_\_, 2024 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 Public, State of Texas

**EXHIBIT A**

**(The Agreement, Including First Amendment)**

**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**

This 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 ("Amendment") is made and entered into by and between City of Burleson, a Texas municipal corporation of Tarrant and Johnson Counties, Texas (hereinafter called "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 (hereinafter called "Board"), acting by and through its Board President; and Realty Capital Management, LLC ("RCM"), a Texas limited liability company, by and through its Managing Director, Tim Coltart.

**RECITALS:**

WHEREAS, on or about November 14, 2016, the City, the Board and RCM entered into that 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" as attached hereto as Exhibit A); and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

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. **Term.** Section 3.01 of the Agreement is hereby amended to read as follows:
  - 3.01 The term of this Agreement shall commence on the Effective Date and will terminate twenty years following the Opening Date (the "Term").
2. **Conditions of Grant Payment Regarding RCM Development Operations.** Section 4.01(C) of the Agreement is hereby amended to read as follows:
  - (C) Obtain a building permit for the Development no later than May 31, 2021.
3. **Conditions of Grant Payment Regarding RCM Development Operations.** Section 4.01(K) of the Agreement is hereby amended to read as follows:
  - (K) Cause the Development to have a minimum cumulative value of twenty million dollars (\$20,000,000) on the Johnson County Tax



Appraisal District rolls beginning the tax year following the Opening Date and continuing for the Term.

4. **Program Grant.** Section 5.02a) of the Agreement is hereby amended to read as follows:

5.02 a) Annual installments should vary based on appraisal value. At a minimum of \$20,000,000 appraised value, the annual installment shall be equal to 75% of Available TIF Revenue for the prior calendar year of the operation of the Development. For every \$1,000,000 of appraisal value higher than \$20,000,000 and every amount in-between calculated proportionally, the annual installment shall increase by 1% of Available TIF Revenue for the prior calendar year of the operation of the Development up to a maximum reimbursement percentage of 80%. Reimbursements shall begin on or before March 1st of the year following the year the City accepts the Public Improvements and receives acceptable documentation of the Capital Investment expended during the construction of the Public Improvements and/or Project Costs. The City agrees to act reasonably and diligently in determining whether the Public Improvements are acceptable. Throughout the term of this Agreement, the annual reimbursement paid to RCM shall not exceed the Available TIF Revenue.

5. **Default and Remedies.** Section 7.01(C) of the Agreement is hereby amended to read as follows:

(C) In the event RCM has not commenced rough grading for the foundation of the Development by July 31, 2021, or thereafter fails to diligently pursue completion of construction of the Development, then upon written demand from the City at any time prior to the date rough grading has commenced or RCM has resumed completion of construction of the Development, as the case may be, RCM shall convey the Property back to the City by special warranty deed in its then existing condition (and subject to all matters then of record) within 90 days of RCM's receipt of such notice, and City shall refund to RCM the entire purchase price paid to City at the original closing of the Property. City agrees not to unreasonably refuse to issue building permits for the Development to RCM.

6. **Recitals.** Third recital of the Agreement is hereby amended to read as follows:


**WHEREAS**, RCM seeks to acquire and develop a mixed-use facility at the northern limits of Main Street addressed as 133 N. Main Street and certain surrounding parcels labeled on Exhibit D attached hereto as parcels 3, 5, 6, 8, 10 ('Velma' tract) and 11 (collectively, the "Property"); and


7. **Exhibits.** Exhibit A to the Agreement is hereby replaced in its entirety with Exhibit D to this Amendment. Exhibit B to the Agreement is hereby replaced in its entirety with Exhibit B to

this Amendment. Exhibit C to the Agreement is hereby replaced in its entirety with Exhibit C to this Amendment.

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

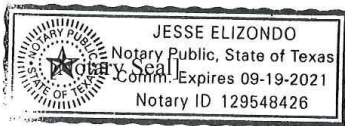
APPROVED AS TO FORM AND LEGALITY:

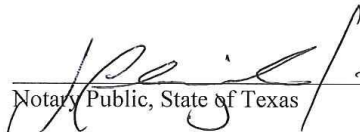
  
City Attorney  
BY: MATT RIBITZKI, DEPUTY CITY ATTORNEY

**THE CITY OF BURLESON,  
a Texas municipal corporation**  
By:   
Name: KEN SHETTER  
Title: MAYOR

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on Sept 8, 2020 by KEN SHETTER, known personally by me to be the Mayor of the City of Burleson, on behalf of said City.



  
Notary Public, State of Texas JESSE ELIZONDO

**Reality Capital Management, LLC,  
a Texas limited liability company**

By: \_\_\_\_\_  
Name: Tim Coltart  
Title: Managing Director  
Date: \_\_\_\_\_

this Amendment. Exhibit C to the Agreement is hereby replaced in its entirety with Exhibit C to this Amendment.

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

**THE CITY OF BURLESON,  
a Texas municipal corporation**

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

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

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

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the City of Burleson, on behalf of said City.

[Notary Seal]

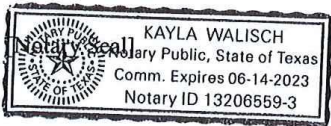
\_\_\_\_\_  
Notary Public, State of Texas

**Reality Capital Management, LLC,  
a Texas limited liability company**

By:   
Name: Tim Coltart  
Title: Managing Director  
Date: 7/9/20

STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on September 9<sup>th</sup>, 2020 by Tim Coltart, known personally by me to be the Managing Director of Realty Capital Management, LLC, on behalf of said company.



K Walisch  
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 \_\_\_\_\_, 2020 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


STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Tim Coltart, known personally by me to be the Managing Director of Realty Capital Management, LLC, on behalf of said company.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

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

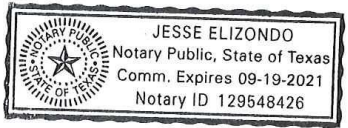
By:   
Name: DAN McLENDON  
Title: CHAIRMAN

STATE OF TEXAS  
COUNTY OF TARRANT/Burleson

This instrument was acknowledged before me on Sept. 8, 2020 by DAN McLENDON, known personally by me to be the CHAIRMAN 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**

The Agreement

**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**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered as of November 14, 2016 (the "Effective Date") into by and among the City of Burleson, a Texas municipal corporation of Tarrant and Johnson Counties, Texas (hereinafter called "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 (hereinafter called "Board"), acting by and through its Board President; and RCM Depot on Main, L.P. ("RCM"), a Texas limited partnership, by and through its General Partner, RCM Portfolio Genpar, LLC, a Texas limited liability company.

**WITNESSETH:**

**WHEREAS**, the City recognizes the importance of its continued role in local economic development; and

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

**WHEREAS**, RCM seeks to acquire and develop a mixed-use facility at the northern limits of Main Street addressed as 133 N. Main Street and certain surrounding parcels labeled on **Exhibit A** attached hereto as parcels 3, 5, 6, 8 and 11 (collectively, the "Property"); and

**WHEREAS**, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

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

**WHEREAS**, the Board authorized the execution of this Agreement, for the construction of Public and Private Improvements in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to RCM from the Tax



Increment Fund for the construction of the Public Improvements and Private Improvements under the conditions set forth herein; and

<sup>TIF 2 - Mixed-Use District</sup>  
**WHEREAS**, pursuant to Resolution No. [REDACTED], the City Council authorized the execution of this Agreement, for the construction of the Public Improvements to facilitate development of the Property and the Development in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to RCM from the Tax Increment Fund for the construction of the Public Improvements and the Development under the conditions set forth herein; and

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

**WHEREAS**, the City and Board agree to reimburse funds advanced by RCM for the cost of making certain Public Improvements and Private Improvements as contemplated herein and as contemplated by the Act and as is consistent with the Project Plan and Financing Plan; and

**WHEREAS**, the City is authorized by Article 52 of the Texas Constitution and Section 380.001 Texas Local Government Code to provide economic development grants to promote local economic development and stimulate business and commercial activities in the City; and

**WHEREAS**, the City Council has determined that quality mixed use residential and commercial developments in urban settings stimulate commercial activity; and

**WHEREAS**, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Section 380.001 of the Local Government Code (Section 380.001); and

**WHEREAS**, the City Council finds that the Development will promote local economic development and stimulate commercial and business activity;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE 1.  
AUTHORIZATION**

The City Council finds and determines that this Agreement is authorized by Chapter 311 of the Texas Tax Code and by Section 380.001 of the Texas Local Government Code.

**ARTICLE 2.  
DEFINITIONS**

In this Agreement, the following words shall have the meanings ascribed to them:

- 2.01 "Available TIF Revenue" means the TIF Revenue attributable to the Property, less the portion of the TIF Revenue attributable to the Base Year Value.
- 2.02 "Base Year Value" means the value of the Property as established by the Johnson County Appraisal District, as of January 1, 2016.
- 2.03 "Capital Investment" means and shall include all costs incurred relating to the improvement of the Property, including the purchase price of the building and actual construction costs including soft costs of all buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials.
- 2.04 "Certificate of Occupancy" means the certificate issued by the City evidencing that the Development is in compliance with applicable development regulations and in satisfactory condition to be occupied by private residential users.
- 2.05 "Development" or "Private Improvements" mean the construction of a mixed-use building(s) on the Property to contain multi-family housing and associated amenities and providing for potential live/work locations and substantially similar to one of the two conceptual site plans attached hereto as **Exhibit B**.
- 2.06 "Effective Date" means the date first set forth above.
- 2.07 "Event of Bankruptcy or Insolvency" means the dissolution or termination of RCM's existence as a going business, insolvency, appointment of receiver for any part of RCM's property and such appointment is not terminated within 60 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against RCM and such proceeding is not dismissed within 60 days after the filing thereof.
- 2.08 "Grant Payments" mean the payments made to RCM pursuant to Section 5 of this Agreement, to be paid exclusively from Available TIF Revenues.
- 2.09 "Opening Date" means the date RCM receives a Certificate of Occupancy for the Development, provided, however, if more than one Certificate of Occupancy is issued for the Development, the Opening Date shall mean the date RCM receives the last Certificate of Occupancy for the Development.

- 2.010 "Project Costs" means those costs associated with the construction of Public Improvements as set forth on **Exhibit C**, subject to reallocation as set forth therein.
- 2.011 "Property" is defined in the Recitals above.
- 2.012 "Public Improvements" means those items set forth on **Exhibit C**.
- 2.013 "Substantial Completion" or "Substantially Complete" means with regard to the Public Improvements, the date the City issues a Letter of Acceptance.
- 2.014 "Tax Increment Fund" means the Tax Increment Fund of Burleson Tax Increment Financing Reinvestment Zone No. Two.
- 2.015 "TIF District" means the district created by Ordinance No. C-592 of which the Property is a part.
- 2.016 "TIF Taxing Units" means those political subdivisions who by contract have agreed to contribute Available TIF Revenue to the TIF District.
- 2.017 "TIF Revenue" means the total revenue collected from the TIF Taxing Units and required by the Act to be deposited into the Tax Increment Fund each calendar year.
- 2.018 "City-Owned Property" means those tracts labeled as parcels 3, 5, 6 and 8 on **Exhibit A**.

**ARTICLE 3.**  
**TERM**

- 3.01 The term of this Agreement shall commence on the Effective Date and will terminate fifteen years following the Opening Date (the "Term").

**ARTICLE 4.**  
**CONDITIONS OF GRANT PAYMENT**

- 4.01 Conditions of Grant Payment Regarding RCM Development and Operations. In consideration of City agreeing to pay RCM the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, RCM agrees to the following, which are not obligations of RCM, but are conditions that must be fulfilled in order to receive Grant Payments:
  - (A) Intentionally Deleted.
  - (B) Design, construct and operate the Development in conformance with the criteria and development standards set forth in the ordinances of the City

of Burleson and applicable state and federal laws, subject to approval and variances granted by the Burleson Old Town Design Standards Review Committee and the Burleson City Council.

- (C) Obtain a building permit for the Development no later than three (3) years after the Effective Date.
- (D) Obtain a Certificate of Occupancy for the Development within two years of the issuance of the building permit.
- (E) Substantially complete the Public Improvements no later than six (6) months after the Opening Date.
- (F) Grant Payments shall be used only for Project Costs and associated public infrastructure improvements generally outlined and shown herein as **Exhibit C**.
- (G) The Development will incorporate through public art the historical significance of the MKT Railroad Depot that was built in 1914 as mutually and reasonably determined by RCM and the City.
- (H) Present zoning request of PD – Planned Development for the Property within three (3) months from the Effective Date of this Agreement.
- (I) Enter into a land sale contract with the City of Burleson for the purchase of the City-Owned Property and complete the purchase in accordance with such contract.
- (J) Complete purchase of the tract identified as parcel #11 on **Exhibit A** no later than 90 days after zoning approval from City Council.
- (K) Cause the Development to have a minimum cumulative value of twenty five million dollars (\$25,000,000) on the Johnson County Tax Appraisal District rolls beginning the tax year following the Opening Date and continuing for the Term
- (L) Submit reasonably satisfactory written evidence within 60 days of the Opening Date showing the Capital Investment expended during the construction of Public Improvements and indicating the validity of the expenses as Project Costs as generally outlined on **Exhibit C**.
- (M) Subject to Article 12 below, RCM shall operate the Development for the Term subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings of the Development for repair, renovations and/or alterations not to exceed 90 days. Notwithstanding the previous sentence, RCM shall have the right to sell the Property to a third party after the Opening Date, in which event RCM may assign all of its rights, title and



interests in this Agreement to RCM's successor, provided such successor assumes all of RCM's duties hereunder.

- (N) RCM shall remain current and paid on all City property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set out in Section 7.01 (a).

**ARTICLE 5.  
PROGRAM GRANT**

- 5.01 Subject to RCM complying with its duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, RCM shall be entitled to receive Grant Payments and benefits according to the schedule set forth in this Article.
- 5.02 The City shall make Grant Payments to RCM from the Available TIF Revenue for the Term of this Agreement based on the following conditions:
  - a) Annual installments shall be equal to 80% of Available TIF Revenue for the prior calendar year of the operation of the Development. Reimbursements shall begin on or before March 1st of the year following the year the City accepts the Public Improvements and receives acceptable documentation of the Capital Investment expended during the construction of the Public Improvements and/or Project Costs. The City agrees to act reasonably and diligently in determining whether the Public Improvements are acceptable. Throughout the term of this Agreement, the annual reimbursement paid to RCM shall not exceed the Available TIF Revenue.
  - b) Payments will cease upon the end of the Term of the Agreement or when Grant Payments equal \$2,000,000, whichever comes first.
  - c) RCM shall be responsible for the invoicing and tracking of payments and may submit information to the City on or after March 1<sup>st</sup> of each year, providing at least 60 days for the City to submit the Grant Payment.
  - d) In addition to the Grant Payment the City agrees to waive all permitting and inspection fees relating to the development, excluding impact fees.
- 5.03 The City will perform and deliver a Phase 1 and Phase 2 environmental survey on the City-Owned Property as well as lot #11 simultaneously or in conjunction with one another.
- 5.04 City will cause a Renfro Street crossing at Main Street that provides for pedestrian access from the Development to activity south of Renfro Street, the cost of which shall not be part of Available TIF Revenues. Improvements to establish a pedestrian crossing will be completed by March 31, 2018. City may

elect to partner with RCM in the construction of improvements subject to acceptance by RCM.

- 5.05 City will make improvements to Renfro Street near Main Street to incorporate walkable elements and new urbanism design by March 31, 2019, the cost of which shall not be part of Available TIF Revenues. City may elect to partner with RCM in its construction of improvements subject to acceptance by RCM.

**ARTICLE 6.  
AUTHORITY; COMPLIANCE WITH LAW**

- 6.01 RCM hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by RCM and this Agreement constitutes the legal, valid and binding obligation of RCM, and is enforceable in accordance with its terms and provisions.
- 6.02 Notwithstanding any other provision of this Agreement, RCM shall comply with all federal, state, and local laws.
- 6.03 During the term of this Agreement, RCM agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), RCM shall repay the amount of the Grant Payments received by RCM as of the date of such violation within 120 business days after the date RCM is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to RCM's violation of this section. The Parties agree that the provision of this Section 6.03 shall not apply to the employees, agents and workers of any contractor or subcontractor hired by RCM in the construction or operation of the Development.

**ARTICLE 7.  
DEFAULT AND REMEDIES**

- 7.01 Default by RCM.
- (A) In the event: (i) the conditions under Article 4 of this Agreement have not been timely performed; (ii) RCM has delinquent ad valorem or sales taxes owed to the City (provided that RCM retains the right to timely and properly protest and/or contest any such taxes); or (iii) RCM materially breaches any of the material terms and conditions of this Agreement, then RCM after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give RCM written notice of such breach and/or default, and if RCM has not cured such breach or default within 90 days after receipt of such



notice, the City may terminate this Agreement by written notice to RCM, and the City shall have no further obligation to RCM and payments previously received by RCM shall be retained by RCM.

- (B) In the event any condition is not timely performed under Section 4.01 and the Development closes or ceases operation prior to the end of the Term of this Agreement, RCM shall not be entitled to any additional Grant Payments from City.
- (C) In the event RCM has not commenced rough grading for the foundation of the Development within four years after the date RCM acquires the Property, or thereafter fails to diligently pursue completion of construction of the Development, then upon written demand from the City at any time prior to the date rough grading has commenced or RCM has resumed completion of construction of the Development, as the case may be, RCM shall convey the Property back to the City by special warranty deed in its then existing condition (and subject to all matters then of record) within 90 days of RCM's receipt of such notice, and City shall refund to RCM the entire purchase price paid to City at the original closing of the Property. City agrees not to unreasonably refuse to issue building permits for the Development to RCM.

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

**ARTICLE 8.  
RIGHT OF OFFSET**

RCM agrees that, subject to the provision of Notice by City and 60-day period following receipt of Notice in which RCM may respond or act, City may offset the amount of Grant Payments installment due to RCM for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from RCM, and (ii) not subject to challenge by RCM in a court of competent jurisdiction by RCM.

**ARTICLE 9.  
VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles

of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

**ARTICLE 10.  
FORCE MAJEURE**

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

**ARTICLE 11.  
GIFT TO PUBLIC SERVANT OR TO RCM REPRESENTATIVE**

- 11.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 11.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to RCM as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 12.  
ASSIGNMENT**

RCM shall have the right to assign this agreement to an affiliated or related party under control by, or under common control with RCM (an "Affiliate"). Any assignment to a third party other than an Affiliate shall require the consent of the City Council, which consent shall not be unreasonably withheld. In the event the City Council fails to reply to a written request for consent to an assignment within 30 days, such consent shall be deemed given.

**ARTICLE 13.  
INDEMNIFICATION**

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

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

**ARTICLE 14.**  
**MISCELLANEOUS MATTERS**

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

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

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

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

- 14.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 14.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 14.07 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**RCM:**

RCM Depot on Main, L.P.  
909 Lake Carolyn Parkway  
Suite 150  
Irving, TX 75039  
Attn: Tim Coltart

**With a copy to:**

Andy Rogers  
Kelly Hart and Hallman  
201 MAIN STREET, SUITE 2500  
FORT WORTH, TEXAS 76102  
TELEPHONE (817) 878-3546  
FAX (817) 878-9746  
andy.rogers@kellyhart.com

**City:**

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

**With a copy to:**

Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.



6000 Western Place  
Suite 200  
Fort Worth, Texas 76107

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

**ARTICLE 15.**  
**PUBLIC-PRIVATE PARTNERSHIP**

- 15.01 This Agreement shall serve as the Comprehensive Agreement for the City-Owned Property in conformance with the P3 Guidelines adopted by the City Council on August 5, 2013, and the Interim Agreement adopted by the City Council on May 16, 2016.
- 15.02 The rights and obligations that shall exist between the City and RCM, the designated Private Partner as listed in the P3 Guidelines, are included in this Agreement in prior articles.
- 15.03 The City has complied with all posting and hearing requirements in conjunction with the P3 Guidelines.
- 15.04 RCM is hereby awarded the rights and responsibilities to construct and operate the Development subject to the terms provided in this Agreement.

**ARTICLE 16.**  
**PURCHASE OF CITY-OWNED PROPERTY**

- 16.01 RCM shall enter into a real estate contract with the City for the City-Owned Property that shall be in substantial conformance with the proposal attached herein as **Exhibit D**.
- 16.02 The City Council authorizes the City Manager or his designee to sign the associated documents required to complete the transaction with RCM for the City-Owned Property subject to the requirements of this article.

*[Signature pages to follow]*

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Page 13

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Page 17


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Exhibit A



EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date.

APPROVED AS TO FORM AND LEGALITY:

  
City Attorney

THE CITY OF BURLESON,  
a Texas municipal corporation

By: 

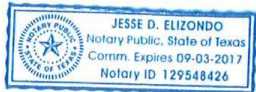
Name: Ken Shetter

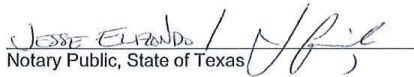
Title: Mayer

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on November 14, 2016 by Ken Shetter, known personally by me to be the Mayer of the City of Burleson, on behalf of said City.

[Notary Seal]



  
Notary Public, State of Texas

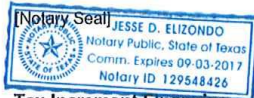
RCM Depot on Main, L.P.,  
a Texas limited partnership

By: RCM Portfolio Genpar, LLC,  
A Texas limited liability company,  
Its General Partner

By: [Signature]  
Name: Tim Collart  
Title: Director  
Date: 11/14/16

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on November 14, 2016 by Tim Collart, known personally by me to be the Director of RCM Portfolio Genpar, LLC, a Texas limited liability company, general partner of RCM Depot on Main, L.P., a Texas limited partnership, on behalf of said entities.



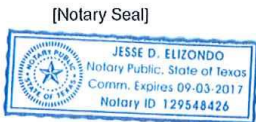
Jesse Elizondo / [Signature]  
Notary Public, State of Texas

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

By: [Signature]  
Name: Dan McLendon  
Title: President

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on November 14, 2016 by - Dan McLendon, known personally by me to be the Chairman of Tax Increment Financing Reinvestment Zone Number Two, City of Burleson, Texas, on behalf of said entity.



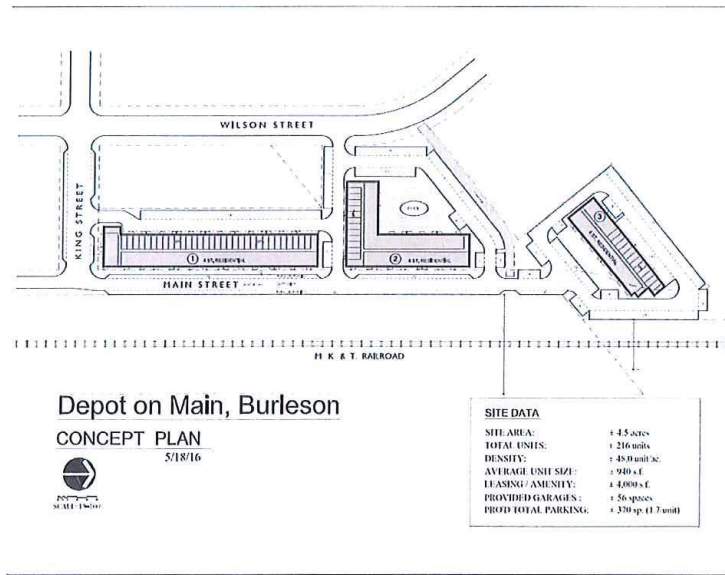
Jesse Elizondo / [Signature]  
Notary Public, State of Texas

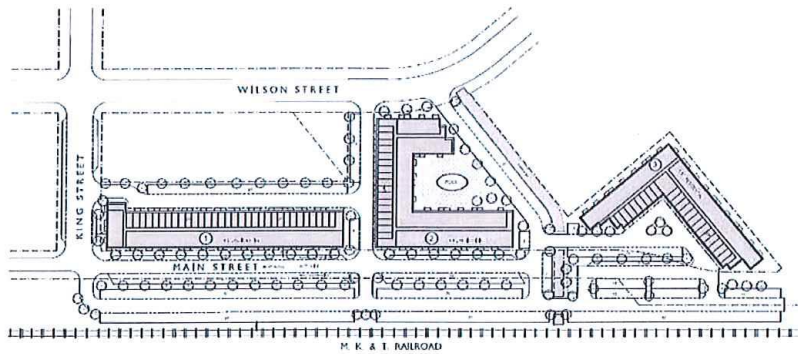
Exhibit A  
Property



380 Agreement Comparison - RCM 11-4-16.CLEAN Exhibit "A"

**Exhibit B  
Conceptual Site Plan of Development**





**Depot on Main, Burlison**  
**CONCEPT PLAN**



SITE DATA	
SITE AREA:	1.45 acres
TOTAL UNITS (4 STORY):	± 284 units
DENSITY:	± 63.0 units/ac
AVERAGE UNIT SIZE:	± 930 s.f.
LEASING AMENITY:	± 5,500 s.f.
PROVIDED GARAGES:	± 66 spaces
PROV. TOTAL PARKING:	± 535 spaces

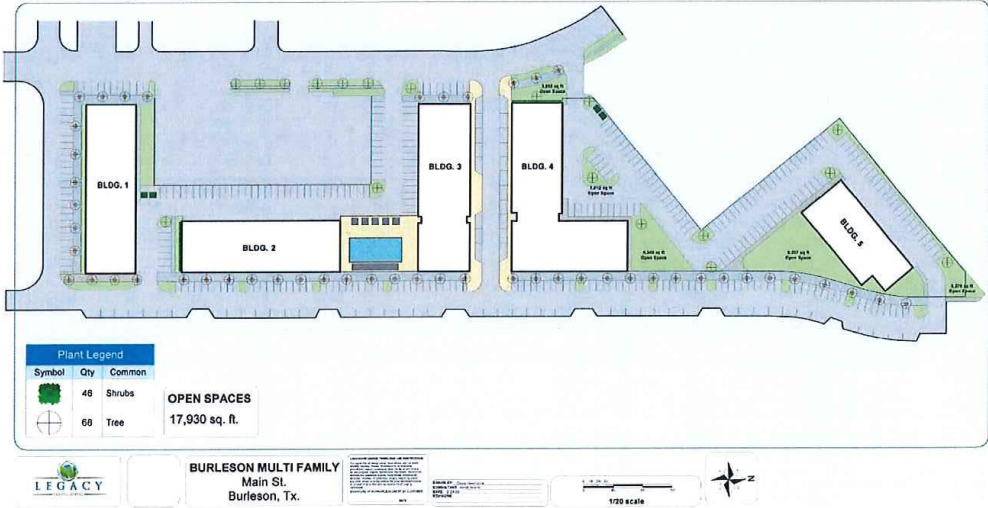
**Exhibit C  
Project Costs and Improvements**

The Depot on Main Detailed Cost Estimates - 380 Agreement					
Line Item	Cost/Item	Quantity	Unit	Total Cost	Notes
<b>On Site and Off Site Utilities</b>					
Rebar for overhead electrical lines	\$ 450,000	1	EA	\$ 450,000	Owner estimate - cost/line foot to bury overhead lines (5' ROW) Ditches, conduits, poles, streetlights and pull boxes
Grid Work associated with burial of electrical lines	\$ 25,000	1	EA	\$ 25,000	
<b>Subtotal</b>				<b>\$ 475,000</b>	
<b>Streetscape Amenities - Site</b>					
Benches	\$ 1,472	10	EA	\$ 14,720	This is full bench w/ flower storage Modification to bench with granite counter top Boston 40 Gallon Receptacle in bronze MOF Model 2025SM Drinking Fountains
Recycle Bins	\$ 145	6	EA	\$ 870	
Trash Receptacles	\$ 225	10	EA	\$ 2,250	
Water Drinking Fountains	\$ 3,400	5	EA	\$ 17,500	
Streetlights	\$ 5,700	15	EA	\$ 85,500	
Dog Bag Dispensers	\$ 84	6	EA	\$ 504	
Landscaping	\$ 1,500	1	EA	\$ 1,500	
<b>Subtotal</b>				<b>\$ 127,644</b>	
<b>Connection between King St. to Rebar Improvements (A on Map)</b>					
Street Improvements	\$ 12	7,200	SF	\$ 86,400	Cost to rebuild the road (100' ft)
Sidewalk and Pavers	\$ 12	1,500	SF	\$ 18,000	Decorative pavers required per "Commercial Character Street" specifications
Street Striping	\$ 4	435	LF	\$ 1,740	2 Parking Spaces
Parking Space Striping	\$ 100	2	EA	\$ 200	
Street Trees	\$ 1,200	16	EA	\$ 19,200	Includes irrigation, shrubs and flowers, and planters
ROW Landscaping	\$ 50,000	1	EA	\$ 50,000	
<b>Subtotal</b>				<b>\$ 177,540</b>	
<b>King St. ROW Improvements (B on Map)</b>					
Street Improvements	\$ 12	7,275	SF	\$ 91,275	Cost to rebuild the road (122' ft)
Sidewalk and Pavers	\$ 12	1,500	SF	\$ 18,000	Decorative pavers required per "Commercial Character Street" specifications
Public Sidewalks	\$ 10	2,576	SF	\$ 25,760	8' wide concrete
Street Striping	\$ 4	435	LF	\$ 1,740	2 Parking Spaces
Parking Space Striping	\$ 100	2	EA	\$ 200	
Street Trees	\$ 1,200	16	EA	\$ 19,200	Includes irrigation, shrubs and flowers, and planters
ROW Landscaping	\$ 50,000	1	EA	\$ 50,000	
<b>Subtotal</b>				<b>\$ 201,185</b>	
<b>Main St. and Wilson Street Connection (C on Map)</b>					
Public Sidewalks	\$ 10	2,576	SF	\$ 25,760	8' wide concrete
Street Striping	\$ 4	2,400	LF	\$ 9,600	206 Spaces
Parking Space Striping	\$ 100	216	EA	\$ 21,600	
Street Trees	\$ 1,200	14	EA	\$ 16,800	Includes irrigation, shrubs and flowers, and planters
ROW Landscaping	\$ 100,000	1	EA	\$ 100,000	
Sidewalk and Pavers	\$ 12	1,500	SF	\$ 18,000	
New Road Construction	\$ 40	12,627	SF	\$ 505,080	Main St. - Wilson Street connection in the middle of project (122' ft)
<b>Subtotal</b>				<b>\$ 701,520</b>	
<b>Main St. ROW Improvements (D on Map)</b>					
Street Improvements	\$ 12	12,627	SF	\$ 151,524	Cost to rebuild the road (1,056' ft)
Public Sidewalks	\$ 10	3,300	SF	\$ 33,000	8' wide concrete
Street Striping	\$ 4	2,400	LF	\$ 9,600	324 Spaces
Parking Space Striping	\$ 100	324	EA	\$ 32,400	
Street Trees	\$ 1,200	29	EA	\$ 35,000	Includes irrigation, shrubs and flowers, and planters
ROW Landscaping	\$ 150,000	1	EA	\$ 150,000	
Sidewalk and Pavers	\$ 12	3,200	SF	\$ 38,400	
Extension of Main Street	\$ 40	10,000	SF	\$ 400,000	Extension of Main Street to northern portion of development
<b>Subtotal</b>				<b>\$ 818,224</b>	
<b>Screening/Channelization/Drainage Culvert</b>					
Channelization of creek/lot	\$ 20,000	1	EA	\$ 20,000	Open up creek/lot to help water flow to culverts
Culverts in Creek	\$ 100,000	1	EA	\$ 100,000	Reconnect in creek between two sites
Large Screening	\$ 150	1,500	LF	\$ 225,000	Debris screen to provide a better view for residents of "The Depot"
<b>Subtotal</b>				<b>\$ 345,000</b>	
<b>Demolition of Improvements on Site</b>					
Lot 3 through 8 Demolition	\$ 91,330	1	EA	\$ 91,330	Labor and Disposal of land property
Removal of Lot 11	\$ 8,820	1	EA	\$ 8,820	Labor and Disposal of land property
<b>Subtotal</b>				<b>\$ 100,150</b>	
<b>Gathering Area and Enhanced Facade</b>					
Concrete Plaza Installation	\$ 11	1,680	SF	\$ 18,480	Includes decorative pavers and stained concrete Includes 12' wide, 4' thick wall concrete wall
12' Wide Along Main Street	\$ 6	4,000	LF	\$ 24,000	
Guest Seating and Enhancement of Plaza	\$ 16	2,000	SF	\$ 32,000	
6' Wall Along King St.	\$ 6	2,000	SF	\$ 12,000	Includes 6' wide, 4' thick concrete wall
<b>Subtotal</b>				<b>\$ 86,480</b>	
<b>Subtotal to Improve Site</b>				<b>\$ 3,211,218</b>	
Contingency		10% of Subtotal		\$ 321,122	
<b>Total Cost to Improve Site</b>				<b>\$ 3,532,340</b>	

\*The amounts set forth above are estimates of probable costs. Actual costs may vary and may be realized among the indicated ID improvements.



**Exhibit B**  
Conceptual Site Plan of Development



**Exhibit C**  
**Project Costs and Improvements**

The Depot on Main Detailed Cost Estimates - 380 Agreement					
Line Item	Cost/Item	Quantity	Unit	Total Cost	Notes
<b>On-Site and Off-Site Utilities</b>					
Relocate/Bury Overhead Electrical Lines	\$ 450,000	1	EA	\$ 450,000	Oncor estimate - cost/linear foot to bury overhead lines (\$300/LF)
Civil Work associated with Burial of Electrical Lines	\$ 25,000	1	EA	\$ 25,000	Ditches, conduits, pads, street lights and pull boxes
<b>Subtotal:</b>				<b>\$ 475,000</b>	
<b>Streetscape Amenities - Site</b>					
Benches	\$ 2,063	8	EA	\$ 16,500	6' bench in Mineral Bronze
Bicycle Racks	\$ 145	4	EA	\$ 580	Medallion Bike Rack with powder-coated bronze
Trash Receptacles	\$ 725	10	EA	\$ 7,250	Horizon 40-Gallon Receptacle in bronze
Water Drinking Fountains	\$ 3,460	2	EA	\$ 6,920	MDF Model 20085M Drinking Fountain
Street Lights	\$ 6,500	15	EA	\$ 97,500	PD Compliant Street Lights plus light pole bases
Site Electrical Work	\$ 50,000	1	LS	\$ 50,000	Install Site Lighting
Dog Bag Dispensers	\$ 850	2	EA	\$ 1,700	Dognot Junior Bag Dispenser
Installation	\$ 1,500	1	LS	\$ 1,500	Install amenities at the site
<b>Subtotal:</b>				<b>\$ 181,950</b>	
<b>King St. ROW Improvements</b>					
Street Improvements	\$ 11	7,728	SF	\$ 85,008	Cost to rebuild and stripe the road (322 LF)
Sidewalk and Pavers	\$ 10	1,500	SF	\$ 15,000	Decorative pavers required per "Commercial Character Street" specifications
Public Sidewalks	\$ 10	2,576	SF	\$ 25,760	8' wide concrete
Street Trees	\$ 1,000	16	EA	\$ 16,000	
ROW Landscaping	\$ 50,000	1	LS	\$ 50,000	includes irrigation, shrubs and flowers, and planters
<b>Subtotal:</b>				<b>\$ 191,768</b>	
<b>Main St. and Wilson Street Connection</b>					
New Road Construction	\$ 20	12,672	SF	\$ 253,440	Main St. - Wilson Street connection in the middle of property (322 LF)
Sidewalk and Pavers	\$ 10	1,500	SF	\$ 15,000	
Public Sidewalks	\$ 10	2,576	SF	\$ 25,760	8' wide concrete
Street Trees	\$ 1,000	14	EA	\$ 14,000	
ROW Landscaping	\$ 100,000	1	LS	\$ 100,000	includes irrigation, shrubs and flowers, and planters
<b>Subtotal:</b>				<b>\$ 408,200</b>	
<b>Main St. ROW Improvements</b>					
Extension of Main Street	\$ 20	10,250	SF	\$ 205,000	Extension of Main Street to Northern portion of Development (205 LF)
Street Improvements	\$ 11	12,672	SF	\$ 139,392	Cost to rebuild the road and stripe (1,056 LF)
Public Sidewalks	\$ 10	3,200	SF	\$ 32,000	8' wide concrete
Sidewalk and Pavers	\$ 10	3,200	SF	\$ 32,000	
Street Trees	\$ 1,000	25	EA	\$ 25,000	
ROW Landscaping	\$ 150,000	1	LS	\$ 150,000	includes irrigation, shrubs and flowers, and planters
<b>Subtotal:</b>				<b>\$ 583,392</b>	
<b>Drainage Culvert</b>					
Channellization of creek/ditch	\$ 50,000	1	EA	\$ 50,000	Clean up creek/ditch to help water flow to culverts and headwall at railroad
Culverts in Creek	\$ 750,000	1	EA	\$ 750,000	420 feet, 2, 5x10 Box Culverts
<b>Subtotal:</b>				<b>\$ 800,000</b>	
<b>Demolition of Improvements on Site</b>					
Lots 3 through 8 Demolition	\$ 91,330	1	EA	\$ 91,330	Labor and Demolition of said property
Demolition of Lot 11	\$ 8,400	1	EA	\$ 8,400	Labor and Demolition of said property
Demolition of Lot 12	\$ 10,000	1	EA	\$ 10,000	Labor and Demolition of said property
<b>Subtotal:</b>				<b>\$ 109,730</b>	
<b>Gathering Area and Enhanced Façade</b>					
Corner Plaza Hardscape	\$ 16	1,610	SF	\$ 25,760	Includes decorative pavers and stained concrete.
12' Walk Along Main Street	\$ 10	4,000	SF	\$ 40,000	Includes 12' wide, patterned, 4" thick min. concrete walk
Ghost lettering and enhanced façade	\$ 250,000	1	LS	\$ 250,000	
6' Walk Along King St.	\$ 9	2,000	SF	\$ 18,000	Includes 6' wide, 4" thick min. concrete walk
<b>Subtotal:</b>				<b>\$ 333,760</b>	
<b>Subtotal to Improve Site</b>				<b>\$ 3,083,800</b>	
<b>Contingency</b>		10% of Subtotal		<b>\$ 308,380</b>	
<b>Total Cost to Improve Site</b>				<b>\$ 3,392,180</b>	

\*The amounts set forth above are estimates of probable costs. Actual costs may vary and may be reallocated among the authorized PID Improvements.

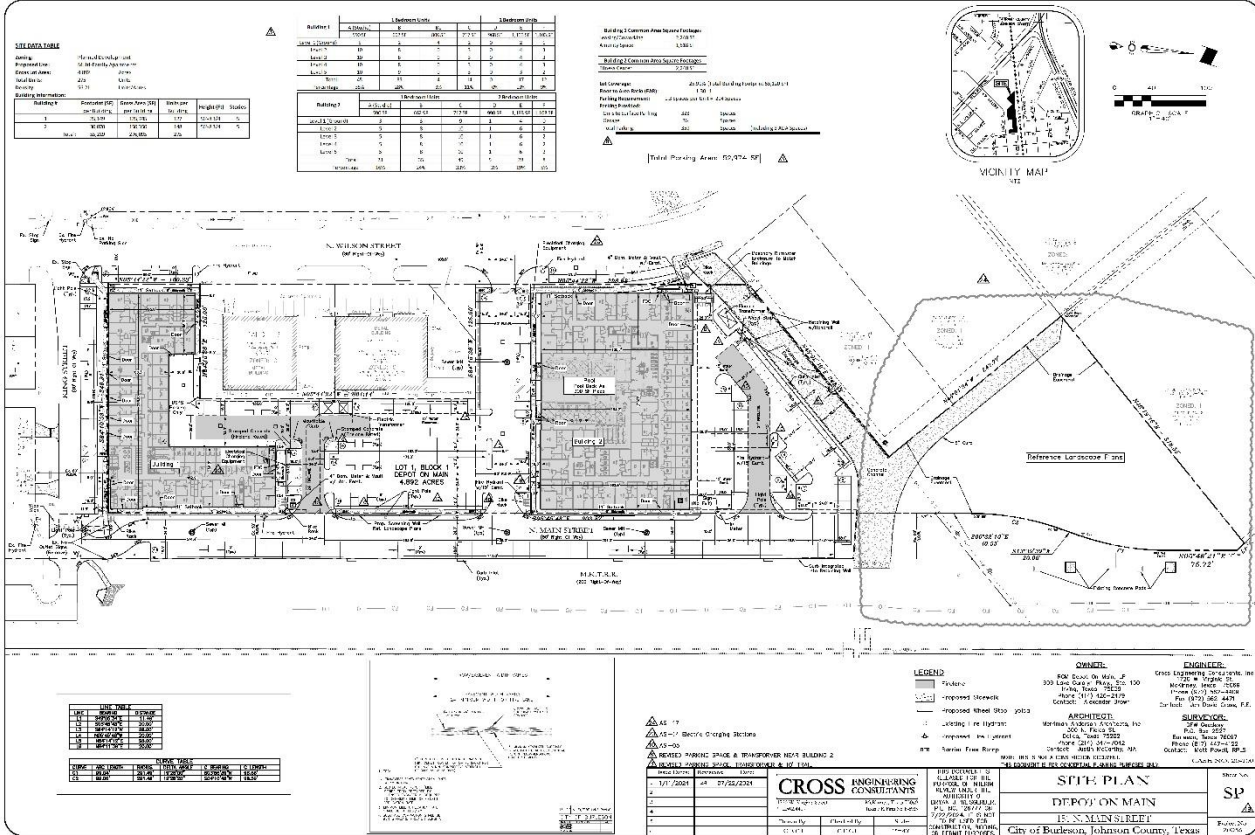
The Depot on Main - Main St Detailed Cost Estimates					
Line Item	Cost/Item	Quantity	Unit	Total Cost	Notes
<b>Main St. Improvements</b>					
Extension of Main Street	\$ 20	10,250	SF	\$ 205,000	Extension of Main Street to Northern portion of Development (205 LF)
Street Improvements	\$ 11	12,672	SF	\$ 139,392	Cost to rebuild the road and stripe (1,056 LF)
<b>Subtotal:</b>				<b>\$ 344,392</b>	
<b>Drainage Culvert</b>					
Channellization of creek/ditch	\$ 50,000	1	EA	\$ 50,000	Clean up creek/ditch to help water flow to culverts and headwall at railroad
Culverts in Creek	\$ 150,000	1	EA	\$ 150,000	2, 5x10 Box Culverts under Main St Ext
<b>Subtotal:</b>				<b>\$ 200,000</b>	
<b>Subtotal to Improve Site</b>				<b>\$ 544,392</b>	
<b>Contingency</b>		10% of Subtotal		<b>\$ 54,439</b>	
<b>Total Cost to Improve Site</b>				<b>\$ 598,831</b>	

\*The amounts set forth above are estimates of probable costs. Actual costs may vary and may be reallocated.



# EXHIBIT B

## (Replacement Site Plan Exhibit)



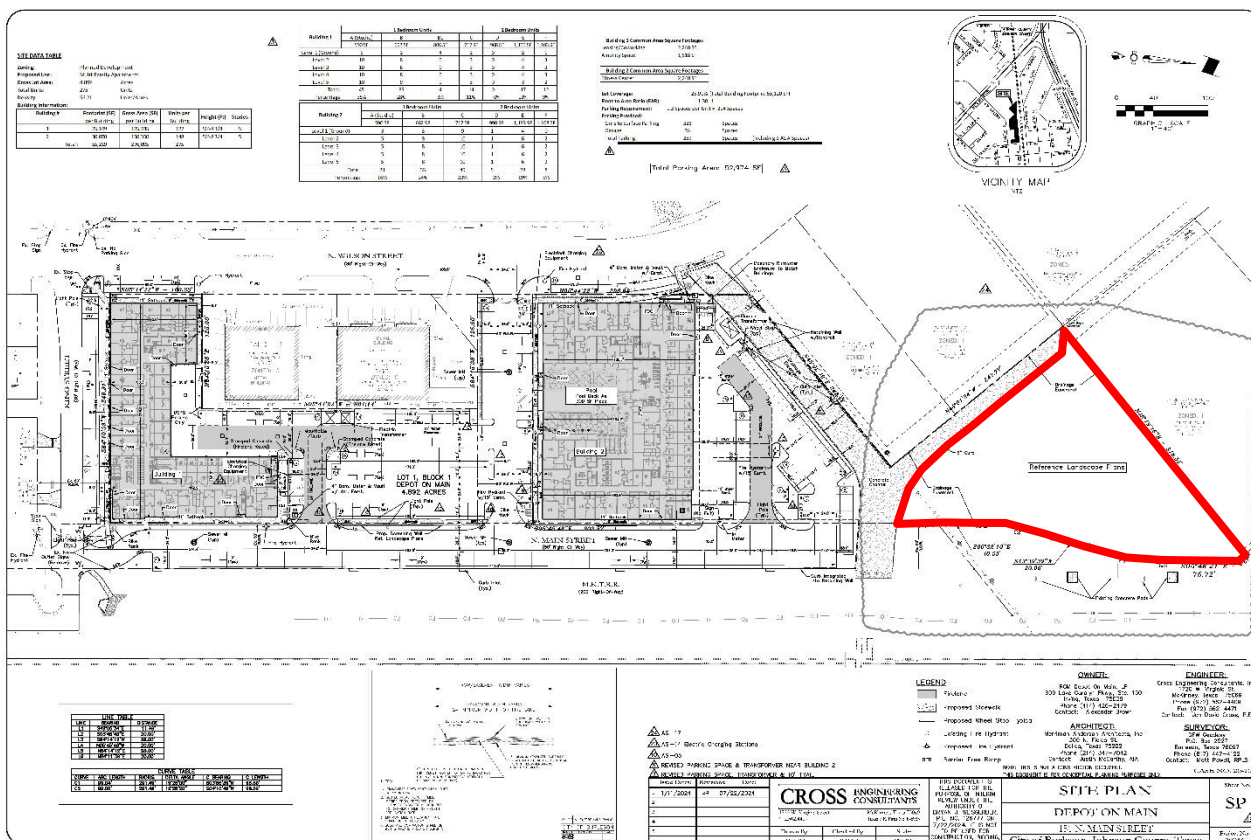


## EXHIBIT C

### (Replacement Public Improvements Budget Exhibit)

Depot on Main Public Improvements Costs - 380 Agreement					
Line Item	Cost/Item	Quantity	Unit	Total Cost	Notes
<b>On-Site and Off-Site Utilities</b>					
Electrical (Oncor)	\$ 50,000	1	LS	\$ 50,000	Remove and bury overhead lines, move and add additional pole locations for overhead permanent power, set transformers at new locations
Atmos Gas Line	\$ 8,942	1	LS	\$ 8,942	Dug up line going into site from King Street and capped at removed portion
Site Enablement Work	\$ 92,724	1	LS	\$ 92,724	Establishing utility connections
Water Infrastructure Improvements	\$ 113,599	1	LS	\$ 113,599	Connecting fire hydrant by Bldg 1 to 8" WL in Wilson, adjusting existing valves along King Street to proposed grades
Sewer Infrastructure Improvements	\$ 36,097	1	LS	\$ 36,097	Extend Sanitary Sewer in ROW South of Bldg 2 to Wilson, adding 12" PVC SS under Depot Street
Storm Infrastructure Improvements	\$ 133,668	1	LS	\$ 133,668	Construct 24" Storm Manhole by intersection of Main and King, install curb inlets along Main, install grate inlets along Wilson, install grate inlets along Depot Street
Adjust 3 Existing Sanitary Manholes	\$ 484	3	EA	\$ 1,452	Along Main Street and Depot Street
	<b>Subtotal:</b>			<b>\$ 436,482</b>	
<b>Streetscape Amenities - Site</b>					
Street Lights	\$ 7,615	13	EA	\$ 99,000	Along Main and King Street per PD
Bicycle Racks	\$ 386	24	EA	\$ 9,270	Bike Racks, Surface Mount
Dog Waste Stations	\$ 232	5	EA	\$ 1,160	Includes 400 waste bags and 50 can liners at each station
	<b>Subtotal:</b>			<b>\$ 109,430</b>	
<b>ROW Improvements</b>					
Public Paving & Parking	\$ 3.80	62,564	SF	\$ 237,743	Roads and parking stalls along King, Main, and Depot Street. Parking stalls and entrances along Wilson Street.
Street Trees	\$ 632	70	EA	\$ 44,211	Street Trees along King, Main, Wilson, and Depot Street
Landscaping	\$ 142,460	1	LS	\$ 142,460	Drainage, sod/seedling, irrigation, rootbarrier along ROWs
Pavement Markings	\$ 7,832	1	LS	\$ 7,832	Fire lane and parking stall markings, and wheel stops.
Construction Materials Testing	\$ 20,117	1	LS	\$ 20,117	Concrete compaction testing
Architectural & Engineers	\$ 323,432	1	LS	\$ 323,432	Design fees for civil engineering and architecture including sub-consultants
City Sidewalks	\$ 6	2,194	SF	\$ 13,230	197 feet on Main along Bldg 1, 240 feet on King along Bldg 1, 103 feet on Wilson along Bldg 1, 152 along Main between buildings, and 185 on Main along Bldg 2
				<b>\$ 789,024</b>	
<b>Drainage</b>					
Retaining Wall	\$ 340,147	1	LS	\$ 340,147	410' long channel, 30' wide, 6" concrete curb
Channel Rip-Rap	\$ 1,949	1	LS	\$ 1,949	Into UPRR ROW
Channel Floor	\$ 5	20,607	SF	\$ 100,356	4", 3000 psi
	<b>Subtotal:</b>			<b>\$ 442,452</b>	
<b>Demolition of Improvements on Site</b>					
Lots 4 through 8 Demolition	\$ 138,330	1	EA	\$ 138,330	Demolition of 2 concrete pads and asphalt pavement along Main
Demolition of Lot 10	\$ 18,024	1	EA	\$ 18,024	Demolition of a 1-story brick house, wood frame garage, concrete pad, and concrete drive way
Demolition of Lot 11	\$ 21,457	1	EA	\$ 21,457	Demolition of a metal building, 2 concrete driveways, and asphalt pavement along Main
	<b>Subtotal:</b>			<b>\$ 177,811</b>	
Enhanced Façade	\$ 105,000	1	LS	\$ 105,000	King sized brick, upgraded mortar color and style, upgraded glazing
Ghost Lettering	\$ 12,000	1	LS	\$ 12,000	Burleson Logo Mural
				<b>\$ 117,000</b>	
<b>Total Public Improvement Costs</b>				<b>\$ 2,072,199</b>	

# EXHIBIT D





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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation  
**FROM:** Jen Basham, Director of Parks and Recreation  
**MEETING:** September 23, 2024

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**SUBJECT:**

Consider approval of a Playground Equipment Removal and Indemnification Agreement with Kids Around The World, Inc. for the donation, disassembly, and removal of end-of-life playground equipment at no cost to the City. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

The purpose of this agreement is to partner with Kids Around The World, Inc. for the donation, disassembly, and removal of outdated playground equipment from city parks. The key points of this agreement are listed below.

**Key Points:**

- **About Kids Around The World, Inc.:** A non-profit organization established in 1994, now celebrating its 30th year of service. The organization focuses on providing play and hope to children in underprivileged communities worldwide by repurposing playground equipment.
- **No Cost to the City:** Kids Around The World, Inc. will handle all disassembly and removal activities at their expense, saving the City on removal and disposal costs.
- **Liability Coverage:** The organization assumes all risks and liabilities associated with the removal process and post donation, ensuring the City is not held liable.
- **Community and Global Impact:** By donating the equipment, the City supports a charitable cause, helping to bring play opportunities to children globally.

**RECOMMENDATION:**

Approve Playground Equipment Removal and Indemnification Agreement with Kids Around The World Inc. for the donation, disassembly, and removal of end-of-life playground equipment at no cost to the City.

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Jen Basham  
Director of Parks and Recreation  
[jbasham@burlesontx.com](mailto:jbasham@burlesontx.com)  
817-426-9201



# KIDS AROUND THE WORLD: *A NEW CHAPTER FOR BTX PLAYGROUNDS*

CITY COUNCIL: SEPTEMBER 23, 2024

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

# Overview

- 1 Addressing Community Needs, Benefits, and Impact
- 2 Kids Around the World: Program History and Overview
- 3 Agreement Terms
- 4 Roles and Responsibilities
- 5 Timeline and Next Steps



## HARVEST LOCALLY. BUILD GLOBALLY.

Transforming playgrounds through upcycling and planting them in impoverished communities worldwide ensures that every child has access to play—an essential component for their physical, emotional, and social growth.







FROM LAKE ELMO, MN



TO PUNTA ALTA, ECUADOR

# Addressing Community Needs, Benefits, and Impact:



- **Addressing Community Needs: *Cost Savings***
  - Reduces costs on equipment disassembly, removal, and disposal.
  - Allows the City to extend and allocate additional dollars to other park improvements and community projects, maximizing budget impact.
  - Cost savings vary depending on the playground being replaced.
- **Impact: *Serves Underprivileged Areas Globally***
  - Allows us to provide playgrounds to children in impoverished communities worldwide.
  - *Opportunity for Volunteerism:* Community members can help with equipment removal (liability waiver required).
- **Benefits: *Recycle and Upcycle Equipment***
  - Promotes environmental sustainability by recycling and repurposing old playground equipment, reducing waste and extending the life of valuable resources.



# Program History and Overview

- Program History
  - Established: 1994 (currently celebrating its 30th year)
  - Mission: To provide safe play spaces for children in underprivileged communities worldwide (non-profit).
  - Impact: Served in 87 countries since inception
- Program Overview
  - PLAY Upcycling Program:
    - Goal: To upcycle playground equipment and provide safe and engaging play environments for children in impoverished communities globally.
    - Focus: Reusing and repurposing playground materials to extend their life and reach more communities in need.



**1,161 Playgrounds** HAVE BEEN BUILT FOR KIDS SINCE OUR FIRST PLAYGROUND WAS INSTALLED IN BROVARY, UKRAINE IN **1994**



**74** Playgrounds were built in 21 different countries



**594** Volunteers traveled with us to build playgrounds



**9,866** Kids gained access to a safe place to play

## PLAY

In our 30th year of providing playgrounds for kids in impoverished communities, our generous partners continued to bring splashes of color, sounds of laughter and shouts of joy to what were once barren spaces. Both refurbished and new playgrounds were constructed in a variety of settings: community centers, orphanages, children's hospitals, churches, schools, and more. No matter the setting, the goal was the same - to bless the children, to let them know they are loved, and to let them simply be kids! As often as possible, we worked through the local church, equipping pastors to bless their communities with a place where families can gather, kids can grow, and relationships can be built.







# Agreement Term Highlights

## PLAYGROUND EQUIPMENT REMOVAL AND INDEMNIFICATION AGREEMENT

This PLAYGROUND EQUIPMENT REMOVAL AND INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into effective this 3rd day of September, 2024, by and between the city of Burleson (the "City"), a Texas municipal corporation located in the counties of Johnson and Tarrant, and Kids Around The World, Inc. (the "Contractor"), an Illinois not-for-profit corporation. The City and the Contractor are hereafter referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, the City owns certain playground equipment located at Bailey Lake, Bartlett Park, Cedar Ridge Park, Centennial Park, Chisenhall Sports Complex, Cindy Park, Clark Park, Claudia's Playground, Elk Ridge Park, Hajek Park, Hebele Park, Hidden Vistas Park, Meadowcrest Park, Mistletoe Hill Park, Oak Valley Park North, Prairie Timber Park, Robert Joseph Park, Wakefield Heights Park, Warren Park, and Willow Creek Park as more particularly described in Exhibit A attached hereto (the "Equipment"), which is scheduled to be removed and replaced; and

WHEREAS, the City has determined that the residual value, if any, of the Equipment is less than the cost to disassemble, remove and dispose of the Equipment; and

WHEREAS, Contractor desires to acquire the Equipment in connection with its charitable program of providing playgrounds in underprivileged locations; and

WHEREAS, Contractor is willing, at its sole cost and expense, to disassemble and remove the Equipment in accordance with the schedule set by the City; and

WHEREAS, the City has determined that the Equipment should be replaced as determined by City personnel and the City's standard policies and procedures in determining the useful life of playground equipment; and

WHEREAS, the City is willing to donate the Equipment to Contractor subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City has determined that the donation of the Equipment in accordance with the terms and conditions of this Agreement accomplishes a legitimate public purpose in aiding the City in maintaining its parks; and

WHEREAS, the City has determined that this Agreement provides a return benefit to the City for the donation, specifically, that, among other things, the Agreement provides for the disassembly and removal of end-of-life playground equipment at no cost, thereby saving the City money; and

WHEREAS, the City has determined that this Agreement provides the City with sufficient controls to ensure the public purpose underlying the donation is carried out and accomplished; and

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth

- **Donation of Equipment:**
  - The equipment is donated "as-is" without any warranties or guarantees regarding its condition or safety. *Kids Around The World, Inc. assumes all risks* associated with the equipment after donation, and the City disclaims all liabilities post-donation.
- **Removal Process:**
  - Kids Around The World, Inc. is responsible for the disassembly and removal of the playground equipment at no cost to the City. *The organization assumes liability* for any accidents or damages during the removal process, adhering to a defined schedule and coordination with city officials.
- **Usage Restrictions:**
  - The equipment cannot be repurposed or resold within the United States. *The organization is responsible for ensuring proper disposal or use overseas.*

# Roles and Responsibilities



- **City of Burleson:** The City's role includes providing access to the equipment, coordinating with the removal team, and ensuring that the removal process aligns with city regulations and standards.
- **Kids Around The World, Inc.:** The organization is tasked with the actual disassembly and removal of the equipment, restoring the areas affected by their activities to their original condition, and adhering to all insurance and indemnification requirements as outlined in the agreement.

## THE *POWER* OF PLAY

Play is essential for multiple aspects of a child's development. When a playground is introduced into a community a child gains:



### Emotional Benefit

of joy, creativity, imagination and hope



### Social Opportunity

for increased compassion, sharing and inclusivity



### Physical Improvement

through enhanced coordination, agility and overall health

# Timeline and Next Steps



- ① • Park Board Agreement Recommendation
  - *Date: September 12*
- ② • Council Agreement Execution
  - *Date: September 23*
- ③ • Playground Removal
  - *Estimated Date: Early October (Week of October 7)*
- ④ • New Playground Installation: Meadowcrest
  - *Estimated Date: Mid to Late October*

# Options



Staff recommendation



Deny

*Approve* Playground Equipment Removal and Indemnification Agreement with Kids Around The World, Inc. for the donation, disassembly, and removal of end-of-life playground equipment at no cost to the City.

## **PLAYGROUND EQUIPMENT REMOVAL AND INDEMNIFICATION AGREEMENT**

This PLAYGROUND EQUIPMENT REMOVAL AND INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into effective this 3rd day of September, 2024, by and between the city of Burleson (the "City"), a Texas municipal corporation located in the counties of Johnson and Tarrant, and Kids Around The World, Inc. (the "Contractor"), an Illinois not-for-profit corporation. The City and the Contractor are hereafter referred to individually as a "Party" and collectively as the "Parties".

### **RECITALS**

WHEREAS, the City owns certain playground equipment located at Bailey Lake, Bartlett Park, Cedar Ridge Park, Centennial Park, Chisenhall Sports Complex, Cindy Park, Clark Park, Claudia's Playground, Elk Ridge Park, Hajek Park, Hebele Park, Hidden Vistas Park, Meadowcrest Park, Mistletoe Hill Park, Oak Valley Park North, Prairie Timber Park, Robert Joseph Park, Wakefield Heights Park, Warren Park, and Willow Creek Park as more particularly described in Exhibit A attached hereto (the "Equipment"), which is scheduled to be removed and replaced; and

WHEREAS, the City has determined that the residual value, if any, of the Equipment is less than the cost to disassemble, remove and dispose of the Equipment; and

WHEREAS, Contractor desires to acquire the Equipment in connection with its charitable program of providing playgrounds in underprivileged locations; and

WHEREAS, Contractor is willing, at its sole cost and expense, to disassemble and remove the Equipment in accordance with the schedule set by the City; and

WHEREAS, the City has determined that the Equipment should be replaced as determined by City personnel and the City's standard policies and procedures in determining the useful life of playground equipment; and

WHEREAS, the City is willing to donate the Equipment to Contractor subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City has determined that the donation of the Equipment in accordance with the terms and conditions of this Agreement accomplishes a legitimate public purpose in aiding the City in maintaining its parks; and

WHEREAS, the City has determined that this Agreement provides a return benefit to the City for the donation, specifically, that, among other things, the Agreement provides for the disassembly and removal of end-of-life playground equipment at no cost, thereby saving the City money; and

WHEREAS, the City has determined that this Agreement provides the City with sufficient controls to ensure the public purpose underlying the donation is carried out and accomplished; and

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth

herein, the Parties agree as follows:

## **AGREEMENT**

**1. Donation of Equipment.** Subject to strict compliance by Contractor with the terms and conditions of this Agreement, the City hereby donates and conveys title to the Equipment to Contractor. Contractor accepts the Equipment and each part thereof "as-is" without user manuals, warning labels or instructions, and acknowledges and agrees that: (i) the City is neither a manufacturer nor a vendor of the Equipment; (ii) the City has not made and does not hereby make any covenant, representation or warranty, express or implied, with respect to (a) compliance with any and all applicable guidelines, regulations or requirements, including, but not limited to those promulgated or provided by the American Society for Testing and Materials (ASTM) and United States Consumer Product Safety Commission (CPSC), (b) the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever, including any proposed use or application thereof by Contractor or others, or (c) the absence of defects, latent or otherwise, in the design, manufacture or condition of the Equipment. The City makes no representation that the Equipment has any value, use or application, other than potentially as scrap metal. Contractor hereby assumes and accepts all risks incident to its acceptance and use of the Equipment and agrees that the City shall not be liable for any damages or losses, actual, incidental, consequential, exemplary or otherwise, of or to Contractor or other person or entity arising out of or in connection with the use, performance or condition of the Equipment or the operation or maintenance thereof. Contractor affirmatively disclaims reliance on any oral representations concerning the Equipment.

**2. Removal of Equipment.** City shall disassemble and remove the Equipment from Bailey Lake, Bartlett Park, Cedar Ridge Park, Centennial Park, Chisenhall Sports Complex, Cindy Park, Clark Park, Claudia's Playground, Elk Ridge Park, Hajek Park, Hebele Park, Hidden Vistas Park, Meadowcrest Park, Mistletoe Hill Park, Oak Valley Park North, Prairie Timber Park, Robert Joseph Park, Wakefield Heights Park, Warren Park, and Willow Creek Park in coordination with the City's Director of the Park and Recreation Department, or their designee, within a time period not to exceed thirty (30) days after notice to proceed with the removal. Only the Equipment, as set forth in Exhibit A attached hereto, shall be disassembled and removed. Contractor shall notify the City's Director of the Park and Recreation Department prior to scheduling any disassembly and removal of the Equipment and provide the Director, or their designee, the opportunity to be present to observe said disassembly and removal. Unless otherwise requested by the City, Contractor, at its cost, shall restore any areas disturbed by the disassembly and removal of the Equipment to the condition existing prior to the Equipment removal activities.

**3. Use of Equipment.** Contractor represents, warrants and agrees that it will not install, repurpose or allow any of the Equipment to be reused within the United States of America, its territories, insular areas or protectorates. Contractor represents, warrants and agrees that it will not resell, donate, exchange or otherwise dispose of the Equipment within the United States of America, its territories, insular areas or protectorates, other than through a sale of the Equipment for scrap or disposal at a proper metal recycling facility or disposal site.

**4. Insurance.** Contractor shall maintain commercial general liability insurance with a limit



of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate limit. Such policy shall be written on a form or forms acceptable to the City and shall cover liability arising from premises liability, operations, personal injury, and liability assumed under an insured contract. The City shall be included as an additional insured on such policy and Contractor shall provide the City with a certificate indicating same prior to Contractor's disassembly and removal of the Equipment.

**5. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO PROTECT, DEFEND (WITH ATTORNEYS REASONABLY ACCEPTABLE TO THE CITY), HOLD HARMLESS, AND INDEMNIFY THE CITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, LOSSES (INCLUDING ECONOMIC LOSSES), FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION) ARISING IN WHOLE OR IN PART OUT OF: (A) ANY ACTUAL OR ALLEGED BODILY INJURY OR DEATH; (B) INJURY TO, DESTRUCTION OF, OR ENVIRONMENTAL IMPAIRMENT OF TANGIBLE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE LOSS OF USE RESULTING THEREFROM; (C) VIOLATION OF APPLICABLE LAWS, RULES OR REGULATORY REQUIREMENTS; (D) FAILURE BY CONTRACTOR TO PROCURE AND MAINTAIN ALL INSURANCE REQUIRED BY THIS AGREEMENT; OR (E) ANY OTHER DAMAGE OR LOSS ARISING OUT OF OR RESULTING FROM THE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ITS DISASSEMBLY, AND REMOVAL) OR NEGLIGENT ACT OR OMISSION (WHETHER SOLE, JOINT, CONCURRENT OR GROSS) OF CONTRACTOR, OR ANY OFFICER, DIRECTOR, AGENT, EMPLOYEE OR REPRESENTATIVE OF CONTRACTOR, RELATED IN ANY WAY TO THE EQUIPMENT.**

**THIS INDEMNITY DOES NOT APPLY TO ANY CLAIMS, ACTIONS, LIABILITIES, DAMAGES, LOSSES (INCLUDING ECONOMIC LOSSES), FEES, COSTS, AND EXPENSES THAT MAY OCCUR OR ARISE PRIOR TO THE TIME CONTRACTOR BEGINS DISASSEMBLY AND/OR REMOVAL OF THE EQUIPMENT FROM THE CITY'S PROPERTY. THIS INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT.**

Nothing in this section may be construed as waiving any governmental immunity or damage caps available to the City under state law. This provision is solely for the benefit of the Contractor and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

**6. Term.** This Agreement shall remain in full force and effect for a term of five (5) years after its effective date.

**7. Recitals.** The recitals set forth in the foregoing "WHEREAS" clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this

Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

**8. Jurisdiction; Venue.** This Agreement is performable in **Johnson** County, Texas and venue of any action arising out of this Agreement shall be exclusively in **Johnson** County, Texas. This Agreement shall be governed and construed in accordance with applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the Parties submit to the jurisdiction of the state and federal courts in Burleson, **Johnson** County, Texas.

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

**10. No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

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

**12. Counterparts Deemed Original; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

**13. Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

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

**15. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

[Signature Page Follows]

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

**CITY OF BURLESON,  
a Texas Municipal Corporation**

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

Name: Tommy Ludwig

Title: City Manager

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

**KIDS AROUND THE WORLD, INC.,  
an Illinois Not-For-Profit Corporation**

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

Name: Samuel Snyder

Title: Operations Director, U.S.

Date: 9/3/24

**City Council Regular Meeting**

**DEPARTMENT:** City Secretary’s Office  
**FROM:** Lisandra Leal, Assistant City Secretary  
**MEETING:** September 23, 2024

**SUBJECT:**

Consider approval of a minute order appointing members to the City of Burleson boards, commissions, and committees for 2024 – 2027 terms and filling vacancies. (*Staff Presenter: Lisandra Leal, Assistant City Secretary*)

**SUMMARY:**

The Community & Intergovernmental Relations council committee met on August 7, 2024 and September 4, 2024 to review all the vacancies, appointments, and reappointments on city boards and commissions. The committee reviewed all the applications and made the following recommendations for appointments.

**Advisory Committee on People with Disabilities**

Place	Members	Appt.	Term
2 (Ord. Sec 2-36c)	<b>Natasha Morris</b>	Reappoint	2024-2027
4 (Ord. Sec. 2-36c)	<b>Jessica Reams</b>	Reappoint	2024-2027
6	<b>Brooke Wilson</b>	Reappoint	2024-2027
8	<b>Derek Taylor</b>	Reappoint	2024-2027
9 (Youth)	<b>Robert Warren</b>	Appoint	2024-2027

**Animal Shelter Advisory Committee**

Place	Members	Appt.	Term
Place 1 Licensed Veterinarian	<b>Dr. Kamp</b>	Partial	2022-2025
2	<b>Trina Argo</b>	Reappoint	2024-2027
4 (Non-Student Voting Member)	<b>Shenee Simon</b>	Appoint	2024-2027

6 (City Official)	<b>DeAnna Phillips</b>	Reappoint	2024-2027
8	<b>Liriane Davis</b>	Reappoint	2024-2027
10	<b>Ashlyn Albracht</b>	Appoint	2024-2027

### Capital Improvement Program Advisory Committee

Place	Members	Appt.	Term
2	<b>Justin French</b>	Reappoint	2024-2027
4	<b>James Wood</b>	Reappoint	2024-2027
6	<b>Melanie McAnally</b>	Reappoint	2024-2027
7	<b>Roxanne Ancy</b>	Partial	2022-2025
8 (ETJ/Real Estate)	<b>Mike Perdue</b>	Reappoint	2024-2027

### Cemetery Board

Place	Members	Appt.	Term
2	<b>John Weeks</b>	Reappoint	2024-2027
4 (Youth)	<b>John Gonzales</b>	Reappoint	2024-2027
6	<b>Vanessa Shimek</b>	Reappoint	2024-2027
8	<b>Steven Richie</b>	Reappoint	2024-2027

### Library Board

Place	Members	Appt.	Term
2 (Youth)	<b>Madison Kahan</b>	Appoint	2024-2027
3	<b>David Davison</b>	Partial	2022-2025
4	<b>Amanda Cognasi</b>	Reappoint	2024-2027
6	<b>Joan Coubarous</b>	Reappoint	2024-2027
8	<b>Toni WingJenkins</b>	Reappoint	2024-2027
9	<b>Charlotte Vandervoort</b>	Partial	2022-2025

**Old Town Design Standards Review Committee**

Place	Members	Appt.	Term
2 (Youth)	<b>Ethan Shelton</b>	Reappoint	2024-2027
3	<b>Mary Slaney</b>	Partial	2022-2025
4	<b>Art Brucks</b>	Reappoint	2024-2027
6	<b>Jeremy Bleeker</b>	Reappoint	2024-2027
8	<b>Stacey Henry</b>	Reappoint	2024-2027
9	<b>Marsha Bloxom</b>	Partial	2022-2025

**Park Board**

Place	Members	Appt.	Term
2 (Youth)	<b>Nathan Nakamura</b>	Reappoint	2024-2027
6	<b>Sherry Scott</b>	Reappoint	2024-2027
8	<b>Tyler Knox</b>	Reappoint	2024-2027

**Planning and Zoning Commission**

Place	Members	Appt.	Term
2	<b>Dan Taylor</b>	Reappoint	2024-2027
4	<b>Ashley Brookman</b>	Reappoint	2024-2027
6	<b>Michael Tune</b>	Reappoint	2024-2027
8 (Youth)	<b>Bobby Reading</b>	Reappoint	2024-2027
9	<b>Brandon Crisp</b>	Partial	2022-2025
10	<b>Michael Kurmes</b>	Reappoint	2025-2027

**Zoning Board of Adjustment**

Place	Members	Appt.	Term
2	<b>Antony Cognasi</b>	Reappoint	2024-2027
4	<b>Sue Spear</b>	Reappoint	2024-2027
6	<b>Brent Molen</b>	Reappoint	2024-2027



8	<b>Sarah Elizabeth Lythner</b>	Reappoint	2024-2027
---	--------------------------------	-----------	-----------

**Burleson Type A Community Economic Development Corporation**

Place	Members	Appt.	Term
4	<b>Alexa Boedeker</b>	Reappoint	2024-2027
6	<b>Adam Russell</b>	Reappoint	2024-2027

**Burleson Type B Community Service Corporation**

Place	Members	Appt.	Term
4 (City Council)	<b>Dan McClendon</b>	Reappoint	2024-2026
5 (At Large)	<b>Brooke Clifton</b>	Appoint	2024-2026
6 (At Large)	<b>Joy Larabell</b>	Partial	2023-2025
7 (At Large)	<b>James Luckie</b>	Partial	2023-2025

The following board did not receive qualified applications for vacant positions.

- Building Codes & Standards Board

**OPTIONS:**

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

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

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

**STAFF CONTACT:**

Lisandra Leal  
 Assistant City Secretary  
[lleal@burlesontx.com](mailto:lleal@burlesontx.com)  
 817-426-9687



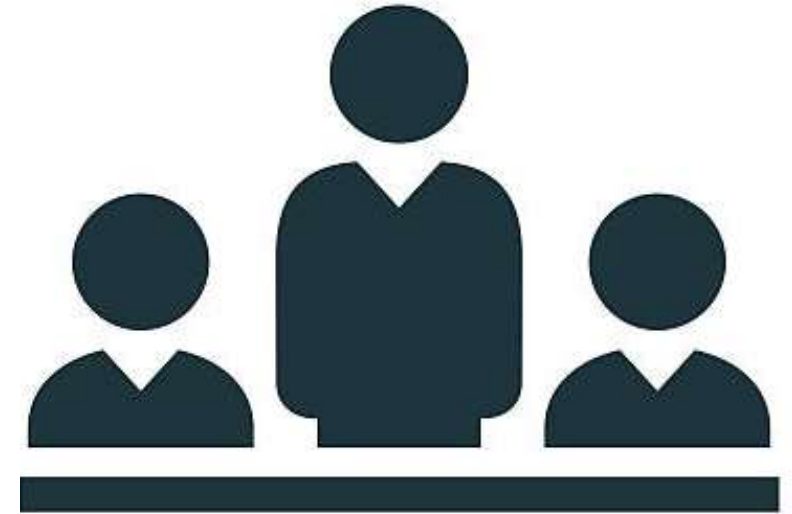
# City of Burleson Boards & Commission

**City Council Meeting September 23, 2024**

# Board Requirements

## Chapter 2 - Article II Boards, Commissions and Committees

- Appointments expires on October 1st of the year of expiration.
- Terms are for three years, except youth members whose terms are for one year.
- Term shall not exceed two consecutive full terms, except Planning and Zoning terms cannot exceed three consecutive full terms, and Youth members have no limit except they must remain qualified.
- If termed out a member must remain off that particular board, commission or committee for one full term year.
- Applicant must live in the city limits of Burleson for one year. However, there are residency exceptions for specific boards, commissions or



# Policy Update



- On September 9, 2024 the City Council approved Ordinance CSO#5560-09-2024 amending Chapter 6 Animal Care and Control, Section 6-16 Animal Shelter Advisory Committee, (c) Number of members; terms, exempting the licensed veterinarian, municipal officer and daily operations position from term limits.
- Council Policy 35 Establishing the Appointment of Voting Student Members to Various Boards and Commissions states in the event that a qualified student is not identified for appointment, the designated place may be occupied by a non-student member.

# Appointment Process

- On August 7, 2024 the Community and Intergovernmental Relations Committee meet to discuss vacancies, reappointments, and appoints to all Boards, Commissions, and Committees.
- On September 4, 2024 the Community and Intergovernmental Relations Committee meet to discuss vacancies on the Animal Shelter Advisory Board due to the Absence Rule. In accordance with Section 2-34 Absence Rule when a member is absent for three regular consecutive meetings, unless they obtained a leave of absence at a regular meeting or unless prevented by sickness, the member shall be deemed to have vacated the position.

# Boards, Commissions and Committees

- Advisory Committee on People with Disabilities
- Animal Shelter Advisory Committee
- Building Codes and Standards Board
- Cemetery Board
- Capital Improvement Program Advisory committee
- Library Board
- Old Town Development Standards Review Committee
- Parks Board
- Planning and Zoning Board
- Zoning Board of Adjustment
- Economic Development Corporation Type A



# Applicants

Kaylee Abernathy

Melissa Addyman

Ashlyn Albracht

Jerry Allen

Roxanne Ancy

Marsha Bloxom

Justin Cannon

Gage Carlson - Youth

Marcie Castiglione

Tom Catron

Brooke Clifton

Anthony Cognasi

Brandon Crisp

David Davison

Evelyn Dozier

Lindsay French

Matthew Gee

Janine Gehle

George Golightly

Blakeley Johnson

Madison Kahan - Youth

Carter Lain

Joy Larabell

James Luckie

Sarah Elizabeth Lytner

Michele Peveto McKrell

Jerri McNair

Sherrie Mecaskey

Roman Molina

Gwen Moravec

Kimberly Morgan

Edee Neubauer - Youth

Christopher Pace

Ramona Percy

Cynthia Plonien

Emily Quinn

Christine Rathbone

Katheinre Reading

Kathy Sanchez

Jessica Saucier

Shenee Simon

Mary Slaney

Brandon Taylor

Michelle Tennant

Ashley Upchurch

Christian Valdez

Charlotte Vandervoort

Robert Warren - Youth

Jessica Wasson

David Weber

Mike Wissel

# Appointed and Reappointed Members

## Advisory Committee on People with Disabilities

Place	Members	Appt.	Term
2 (Ord. Sec 2-36c)	Natasha Morris	Reappoint	2024-2027
4 (Ord. Sec. 2-36c)	Jessica Reams	Reappoint	2024-2027
6	Brooke Wilson	Reappoint	2024-2027
8	Derek Taylor	Reappoint	2024-2027
9 (Youth)	Robert Warren	Appoint	2024-2027

## Animal Shelter Advisory Committee

Place	Members	Appt.	Term
Place 1 Licensed Veterinarian	Dr. Kamp	Partial	2022-2025
2	Trina Argo	Reappoint	2024-2027
4 (Non-Student Voting Member)	Shenee Simon	Appoint	2024-2027
6 (City Official)	DeAnna Phillips	Reappoint	2024-2027
8	Liriane Davis	Reappoint	2024-2027
10	Ashlyn Albracht	Appoint	2024-2027

## Capital Improvement Program Advisory Committee

Place	Members	Appt.	Term
2	Justin French	Reappoint	2024-2027
4	James Wood	Reappoint	2024-2027
6	Melanie McAnally	Reappoint	2024-2027
7	Roxanne Ancy	Partial	2022-2025
8 (ETJ/Real Estate)	Mike Perdue	Reappoint	2024-2027

## Cemetery Board

Place	Members	Appt.	Term
2	John Weeks	Reappoint	2024-2027
4 (Youth)	John Gonzales	Reappoint	2024-2027
6	Vanessa Shimek	Reappoint	2024-2027
8	Steven Richie	Reappoint	2024-2027

## Library Board

Place	Members	Appt.	Term
2 (Youth)	Madison Kahan	Appoint	2024-2027
3	David Davison	Partial	2022-2025
4	Amanda Cognasi	Reappoint	2024-2027
6	Joan Coubarous	Reappoint	2024-2027
8	Toni WingJenkins	Reappoint	2024-2027
9	Charlotte Vandervoort	Partial	2022-2025

## Old Town Design Standards Review Committee

Place	Members	Appt.	Term
2 (Youth)	Ethan Shelton	Reappoint	2024-2027
3	Mary Slaney	Partial	2022-2025
4	Art Brucks	Reappoint	2024-2027
6	Jeremy Bleeker	Reappoint	2024-2027
8	Stacey Henry	Reappoint	2024-2027
9	Marsha Bloxom	Partial	2022-2025

# Appointed and Reappointed Members

## Park Board

Place	Members	Appt.	Term
2 (Youth)	<b>Nathan Nakamura</b>	Reappoint	2024-2027
6	<b>Sherry Scott</b>	Reappoint	2024-2027
8	<b>Tyler Knox</b>	Reappoint	2024-2027

## Planning and Zoning Commission

Place	Members	Appt.	Term
2	<b>Dan Taylor</b>	Reappoint	2024-2027
4	<b>Ashley Brookman</b>	Reappoint	2024-2027
6	<b>Michael Tune</b>	Reappoint	2024-2027
8 (Youth)	<b>Bobby Reading</b>	Reappoint	2024-2027
9	<b>Brandon Crisp</b>	Partial	2022-2025
10	<b>Michael Kurmes</b>	Reappoint	2025-2027

## Zoning Board of Adjustment

Place	Members	Appt.	Term
2	<b>Antony Cognasi</b>	Reappoint	2024-2027
4	<b>Sue Spear</b>	Reappoint	2024-2027
6	<b>Brent Molen</b>	Reappoint	2024-2027
8	<b>Sarah Elizabeth Lythner</b>	Reappoint	2024-2027

## Burleson Type A Community Economic Development Corporation

Place	Members	Appt.	Term
4	<b>Alexa Boedeker</b>	Reappoint	2024-2027
6	<b>Adam Russell</b>	Reappoint	2024-2027

## Burleson Type B Community Service Corporation

Place	Members	Appt.	Term
4 (City Council)	<b>Dan McClendon</b>	Reappoint	2024-2026
5 (At Large)	<b>Brooke Clifton</b>	Appoint	2024-2026
6 (At Large)	<b>Joy Larabell</b>	Partial	2023-2025
7 (At Large)	<b>James Luckie</b>	Partial	2023-2025

# Questions

# Application Form

## Profile

Ashlyn

First Name

Albracht

Last Name

Middle Initial

[Redacted]  
Email Address

500 Kase Ct

Home Address

Suite or Apt

Burleson

City

TX

State

76028

Postal Code

## Length of Residency in Burleson:

12 Years

8177748776

Primary Phone

Alternate Phone

Logistics

Occupation

## Which Boards would you like to apply for?

Animal Shelter Advisory Committee: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

### First Choice \*

None Selected

### Second Choice

None Selected

### Third Choice

None Selected

### Fourth Choice

None Selected

### Fifth Choice

None Selected

**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

No

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

None of the Above

**Why are you interested in serving on a board or commission?**

---



**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

I have done a lot of volunteer work in the past for the Animal Shelter. I absolutely love helping get pets their forever home. In addition, I also love the outdoors and want to make sure our parks are clean and maintained for generations to enjoy for years to come.

**Please list any civic or community memberships/activities you have been involved in:**

Picking up trash during community events and volunteering at the Burleson Animal Shelter

Upload a Resume

---

**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

**Ethnicity**

None Selected

**Political Party**

None Selected

**Gender**

None Selected

**Sexual Orientation**

None Selected

Date of Birth

# Application Form

## Profile

Roxanne

First Name

Ancy

Last Name

Middle Initial

[Redacted] \_\_\_\_\_  
Email Address

2323 Trail Tree Court

Home Address

\_\_\_\_\_  
Suite or Apt

Burleson

City

TX

State

76028

Postal Code

## Length of Residency in Burleson:

20+ Years

8176884986

Primary Phone

\_\_\_\_\_  
Alternate Phone

Department Director

Occupation

## Which Boards would you like to apply for?

Animal Shelter Advisory Committee: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

### First Choice \*

None Selected

### Second Choice

None Selected

### Third Choice

None Selected

### Fourth Choice

None Selected

### Fifth Choice

None Selected

**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

No

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

Employed by a Business Located in the City

**Why are you interested in serving on a board or commission?**

---

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

We have rescued animals through multiply organizations over the years. If you are looking for an advocate, as well as someone who has an extensive civic resume. I just may a good fit for the town I call home.

**Please list any civic or community memberships/activities you have been involved in:**

Harvest House Executive Board - Presbyterian Night Shelter Executive Board Charlotte  
Anderson PTA Member/Committee Chair/President

Upload a Resume

---

**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

**Ethnicity**

None Selected

**Political Party**

None Selected

**Gender**

None Selected

**Sexual Orientation**

None Selected

Date of Birth

# Application Form

## Profile

Marsha \_\_\_\_\_ Bloxom \_\_\_\_\_  
First Name Middle Initial Last Name

[REDACTED] \_\_\_\_\_  
Email Address

117 w miller \_\_\_\_\_  
Home Address Suite or Apt

Burleson \_\_\_\_\_ TX 76028 \_\_\_\_\_  
City State Postal Code

### Length of Residency in Burleson:

20+ Years

Home: (817) 295-6880 \_\_\_\_\_ Home: (817) 723-7159 \_\_\_\_\_  
Primary Phone Alternate Phone

Retired \_\_\_\_\_  
Occupation

### Which Boards would you like to apply for?

Old Town Design Standards Review Committee: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

#### First Choice \*

Old Town Design Standards Review Committee

#### Second Choice

None Selected

#### Third Choice

None Selected

#### Fourth Choice

None Selected

#### Fifth Choice

None Selected

**Sixth Choice**

None Selected

**Seventh Choice**

None Selected

**Eighth Choice**

None Selected

**Last Choice**

None Selected

**Are you applying for a youth member position?**

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

Board member for Burleson Historical Foundation

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

Live in Old Town

**Why are you interested in serving on a board or commission?**

I have lived on Old Town over 45 years and want to be involved in it's growth and maintain its integrity.



**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

Board member of Historical Foundation. Participated in 20/20 committee and Walkability Study

**Please list any civic or community memberships/activities you have been involved in:**

Burleson Historical, volunteer, Founder's Day

Upload a Resume

---

## Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

### Ethnicity

Caucasian/Non-Hispanic

### Political Party

Prefer Not to Say

### Gender

Female

### Sexual Orientation

Straight/Heterosexual

00/73/0195

Date of Birth

# Application Form

## Profile

Brooke

First Name

Clifton

Last Name

Middle Initial

Email Address

1141 Rushmore Dr

Home Address

Suite or Apt

Burleson

City

TX

State

76028

Postal Code

## Length of Residency in Burleson:

2 Years

6823173765

Primary Phone

Alternate Phone

Risk Manager

Occupation

## Which Boards would you like to apply for?

Park Board: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

### First Choice \*

None Selected

### Second Choice

None Selected

### Third Choice

None Selected

### Fourth Choice

None Selected

### Fifth Choice

None Selected

**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

No

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

None of the Above

**Why are you interested in serving on a board or commission?**

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

I would like to serve on a board in my community. I currently work for a municipality and the importance of serving on this board is for the community. If Burleson ever adopts to be a Civil Service city, I would prefer to be a member of the CS Board as I understand Chapter 143.

**Please list any civic or community memberships/activities you have been involved in:**

I have only served as PTA Officers at Clinkscale and Huges Middle School.

Upload a Resume

---

**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

**Ethnicity**

None Selected

**Political Party**

None Selected

**Gender**

None Selected

**Sexual Orientation**

None Selected

Date of Birth

# Application Form

## Profile

Brandon \_\_\_\_\_ D \_\_\_\_\_ Crisp \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Email Address

1929 Manzana Way \_\_\_\_\_  
 Home Address Suite or Apt

Burleson \_\_\_\_\_ TX \_\_\_\_\_ 76028 \_\_\_\_\_  
 City State Postal Code

### Length of Residency in Burleson:

3 Years

Home: (706) 934-5589 \_\_\_\_\_  
 Primary Phone Alternate Phone

Software Engineer \_\_\_\_\_  
 Occupation

### Which Boards would you like to apply for?

Park Board: Submitted

If you are interested in applying for more than one position, please indicate the order of your preference below.

#### First Choice \*

Planning and Zoning Commission

#### Second Choice

Capital Improvements Program Advisory Committee

#### Third Choice

Park Board

#### Fourth Choice

Old Town Design Standards Review Committee

#### Fifth Choice

Library Board

**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

No.

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

None of the Above

**Why are you interested in serving on a board or commission?**

---

I want to serve my community with my knowledge, expertise, and innovative ideas.



**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

I have a masters of public administration, as well as experience in state government.

**Please list any civic or community memberships/activities you have been involved in:**

N/A

[Brandon D. Crisp Resume.pdf](#)

Upload a Resume

---

## Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

### Ethnicity

Caucasian/Non-Hispanic

### Political Party

Independent

### Gender

Male

### Sexual Orientation

Straight/Heterosexual

06/10/1990

Date of Birth

# Brandon D. Crisp

E-Commerce Technical Expert | Developer | Solution Consultant

---

████████████████████ | 706.934.5589 | Dallas-Fort Worth Metroplex

## Experience

**Staff Engineer** | Gournay Consulting | December 2023 – Present

- Lead the direction of development for client solutions and business applications.
- Identified new business opportunities proactively and developing, launching, and manage the project plan for those opportunities.
- Lead technical projects for our clients, including project management, collaboration with other team members, and ensuring project profitability.
- Mentored other engineers and employees to enhance technical skills in programming and PIM technologies.

**Director, Systems Innovations** | Gournay Consulting | June 2021 – December 2023

- Conceptualized and developed internal applications that increased company revenue by 10%, and external applications to serve client needs.
- Managed a multi-faceted team of developers to create solutions for retailers and manufacturers who represent some of the largest companies in the world.
- Consulted with company stakeholders to understand their e-commerce goals and blueprinted solutions inside and outside of Salsify to make their digital shelf more successful.
- Designed custom company-wide technology training initiatives to work alongside Salsify's certifications and knowledge base.

**Senior Implementation Advisor** | Gournay Consulting | November 2019 – June 2021

- Utilized large skillset in digital transformation, implementations of PIMs, working with MDM files, data modeling, channel mappings, enhanced content, workflows, and digital catalogs for consumer product goods and brand manufacturers.
- Provided specifications and estimations for statements of work by determining the best approach to client needs and applying those practices for successful PIM rollout including several Shopify connections.

## Skills, Certifications & Awards

- Programming: JavaScript, ReactJS, NextJS, ExpressJS, Firebase, Google Cloud, Python, Heroku
- Data & Project Management: Microsoft Office Suite, Google Workspace, Monday.com, Airtable, Atlassian
- Certifications: Certified ScrumMaster (Scrum Alliance), All current Salsify certifications, Maximizing Your Leadership Potential (Center for Creative Leadership)
- 2019 Salsify Digital Transformer Award Recipient

## Education

Master of Arts | Kennesaw State University | May 2016

Bachelor of Science | Dalton State College | May 2014

# Application Form

## Profile

David \_\_\_\_\_ N \_\_\_\_\_ Davison \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Email Address

1044 English Oak Drive \_\_\_\_\_  
 Home Address Suite or Apt

Burleson \_\_\_\_\_ TX \_\_\_\_\_ 76028 \_\_\_\_\_  
 City State Postal Code

### Length of Residency in Burleson:

16 Years

Home: (817) 475-2229 \_\_\_\_\_  
 Primary Phone Alternate Phone

Morgage Industry \_\_\_\_\_  
 Occupation

### Which Boards would you like to apply for?

Building Code & Standards Board: For Review

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

#### First Choice \*

Planning and Zoning Commission

#### Second Choice

Building Code & Standards Board

#### Third Choice

Mayor's Youth Council

#### Fourth Choice

None Selected

#### Fifth Choice

None Selected

**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

None of the Above

**Why are you interested in serving on a board or commission?**

---

I want to become more active in the City I live in. I want to be more than just a resident.

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

I have working in lots of different walks of life from restaurants, Law Enforcement, private security to Mortgages and Selling homes. I feel that I can be a good voice for all sorts of areas

**Please list any civic or community memberships/activities you have been involved in:**

I am a Citizen on Patrol member

Upload a Resume

---

## Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

### Ethnicity

Caucasian/Non-Hispanic

### Political Party

Republican

### Gender

Male

### Sexual Orientation

Straight/Heterosexual

08/29/1972

Date of Birth

# Application Form

## Profile

Joy  
First Name

Middle  
Initial

Larabell  
Last Name

Email Address

812 S. Briaroaks Road  
Home Address

Suite or Apt

Burleson  
City

TX  
State

76028  
Postal Code

### Length of Residency in Burleson:

20+ Years

8173205191  
Primary Phone

Alternate Phone

Housewife  
Occupation

### Which Boards would you like to apply for?

Park Board: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

#### First Choice \*

None Selected

#### Second Choice

None Selected

#### Third Choice

None Selected

#### Fourth Choice

None Selected

#### Fifth Choice

None Selected



**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

No

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

None of the Above

**Why are you interested in serving on a board or commission?**

---

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

---

Just interested

**Please list any civic or community memberships/activities you have been involved in:**

---

Be healthy burleson

---

Upload a Resume

---

## **Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

### **Ethnicity**

---

None Selected

### **Political Party**

---

None Selected

### **Gender**

---

None Selected

### **Sexual Orientation**

---

None Selected

---

Date of Birth

# Application Form

## Profile

James

First Name

Luckie

Last Name

Middle Initial

[Redacted]

Email Address

321 Delaware St

Home Address

Suite or Apt

Burleson

City

TX

State

76028

Postal Code

## Length of Residency in Burleson:

5 Years

817-894-2058

Primary Phone

Alternate Phone

Criminal Investigator

Occupation

## Which Boards would you like to apply for?

Park Board: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

### First Choice \*

None Selected

### Second Choice

None Selected

### Third Choice

None Selected

### Fourth Choice

None Selected

### Fifth Choice

None Selected

**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

No

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

None of the Above

**Why are you interested in serving on a board or commission?**

---

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

I have attended, studied and followed civics meetings in multiple jurisdictions over the past 20 years

**Please list any civic or community memberships/activities you have been involved in:**

Active member of the Heights Church Burleson Campus

Upload a Resume

---

**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

**Ethnicity**

None Selected

**Political Party**

None Selected

**Gender**

None Selected

**Sexual Orientation**

None Selected

Date of Birth

# Application Form

## Profile

Shenee

First Name

Simon

Last Name

Middle Initial

Email Address

500 livia street

Home Address

Suite or Apt

Burleson

City

TX

State

76028

Postal Code

## Length of Residency in Burleson:

1 Years

3058492492

Primary Phone

Alternate Phone

Consultant

Occupation

## Which Boards would you like to apply for?

Advisory Committee on People with Disabilities: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

### First Choice \*

None Selected

### Second Choice

None Selected

### Third Choice

None Selected

### Fourth Choice

None Selected

### Fifth Choice

None Selected



**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

Diveristy, Equity, Inclusion, Access and Justice advocate, Champion for children with differences in learning, living and experiencing life

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

No

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

Own a Business Located in the City

**Why are you interested in serving on a board or commission?**

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

Mother, Military spouse, Woman of color, Previous board and commission experience in San Antonio, TX and Memphis, TN, homeschooling family, entrepreneur, advocate and activist

**Please list any civic or community memberships/activities you have been involved in:**

Jack and Jill of America Ft. Worth, Census Task Force, Park Board, Leadership San Antonio Independent School District

Upload a Resume

---

**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

**Ethnicity**

None Selected

**Political Party**

None Selected

**Gender**

None Selected

**Sexual Orientation**

None Selected

Date of Birth

# Application Form

## Profile

Mary \_\_\_\_\_ Slaney \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Email Address

212 W Miller \_\_\_\_\_  
 Home Address Suite or Apt

Burleson \_\_\_\_\_ TX 76028  
 City State Postal Code

### Length of Residency in Burleson:

16 Years

682-622-9326 \_\_\_\_\_  
 Primary Phone Alternate Phone

Retired \_\_\_\_\_  
 Occupation

### Which Boards would you like to apply for?

Old Town Design Standards Review Committee: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

#### First Choice \*

None Selected

#### Second Choice

None Selected

#### Third Choice

None Selected

#### Fourth Choice

None Selected

#### Fifth Choice

None Selected

**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

Advisory board Russell Farm, EC 403C Board

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

Live in Old Town

**Why are you interested in serving on a board or commission?**

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

Worked for the Burleson Chamber of Commerce. Lived in Burleson Old Town 16 years. Volunteer at Library, Parks, Russell Farm. Monitor FB Page Historic Old Town Burleson. Member of OTBA

**Please list any civic or community memberships/activities you have been involved in:**

CASA for Johnson County. Advisory Board Russell Art Farm. Friends of the Burleson Library

Upload a Resume

---

**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

**Ethnicity**

None Selected

**Political Party**

None Selected

**Gender**

None Selected

**Sexual Orientation**

None Selected

Date of Birth

# Application Form

## Profile

Charlotte

First Name

Vandervoort

Last Name

Middle Initial

[Redacted] Email Address

1237 Highcrest Drive

Home Address

Suite or Apt

Burleson

City

TX

State

76028

Postal Code

### Length of Residency in Burleson:

10 Years

303-241-3466

Primary Phone

Alternate Phone

University librarian

Occupation

### Which Boards would you like to apply for?

Library Board: Submitted

**If you are interested in applying for more than one position, please indicate the order of your preference below.**

#### First Choice \*

None Selected

#### Second Choice

None Selected

#### Third Choice

None Selected

#### Fourth Choice

None Selected

#### Fifth Choice

None Selected



**Sixth Choice**

---

None Selected

**Seventh Choice**

---

None Selected

**Eighth Choice**

---

None Selected

**Last Choice**

---

None Selected

**Are you applying for a youth member position?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, are you disabled?**

---

Yes  No

**If applying for the Advisory Committee on People with Disabilities, what qualifications or experience make you a good fit for the committee?**

---

I have been physically disabled due to cancer and injury and have a learning disability.

---

**If asked to serve on a board/commission/committee other than one you indicated would you be interested?**

---

Yes  No

**Have you ever served as a member on any City of Burleson Boards, Commissions or Committees? If yes, please specify:**

---

Yes, Library Board 2018-2020

---

**Interests & Experiences**

Please tell us about yourself and why you want to serve.

**Please select all classifications that apply to you:**

---

None of the Above

**Why are you interested in serving on a board or commission?**

---

**Please list any experience that makes you a good fit for the boards/commissions/committees you are applying for:**

---

Experienced research librarian, accustomed to a variety of topics and people on a daily basis, and I care deeply about Burleson.

**Please list any civic or community memberships/activities you have been involved in:**

---

Previous board experience as well as volunteering for the Texas Library Association conference.

---

Upload a Resume

---

**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

**Ethnicity**

---

None Selected

**Political Party**

---

None Selected

**Gender**

---

None Selected

**Sexual Orientation**

---

None Selected

---

Date of Birth

---

## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** September 23, 2024

---

**SUBJECT:**

Consider approval of a resolution casting the City of Burleson's vote for Texas Municipal League Region 8 Director. (*Staff Contact: Amanda Campos, City Secretary*)

**SUMMARY:**

The City of Burleson is a member of Texas Municipal League (TML). TML is a membership of over 1,100 cities working together to represent the interest of cities in legislative, administrative, and judicial matters that effect local government both at the state and federal levels.

TML has an Executive Board, Directors-at-Large, Regional Directors, Affiliate Directors, Ex Officio members, Executive Director, and staff members all working together to run TML. The Regional Directors are elected from each region by its member cities. Cities. Previously the election of Regional Director was held at Regional meetings, however after TML Constitution changes approved last year the election is administered by TML centrally.

TML has 15 regions, and each has a seat on the board. During even-numbered years the even-numbered regions are up for election. The City of Burleson is in Region 8 with our election of our Regional Director held this year. The Regional Directors serve a two year term that begin at the adjournment of the TML Annual Conference. The official ballot was received and require the city council to make a formal vote for their candidate of choice for Region 8 Director. The ballot is due in the TML offices by October 3, 2024.

The candidates are listed in the packet as exhibit 1.

**RECOMMENDATION:**

Review the official ballot and list of candidate to determine the City of Burleson vote. Approve the resolution reflecting the vote.

**STAFF CONTACT:**

Name: Amanda Campos  
Title: City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665 or 817-291-5846

# Texas Municipal League Region 8 Director Election

---

SEPTEMBER 23, 2024

2024 BOARD ELECTIONS

# TML Region Director Elections

---

Region Director elections were previously done at TML Regional meeting

Constitutional changes approved last year changed the process to be done centrally by TML

Even-numbered Region Directors are elected in even-numbered years and serve 2 years

Terms begin at the adjournment of the TML Annual Conference

City of Burleson is in Region 8

The official ballot is due to TML by October 3, 2024





# Candidates

- ❑ Troy Dunn, Councilmember, Haltom City
- ❑ Kim Graves, Mayor, Westlake
- ❑ Jon McKenzie, Councilmember, Hurst (incumbent)
- ❑ Mary Sarver, Mayor Pro Tem, Grandview



# Troy Dunn, Councilmember City of Haltom City

---

Troy Dunn and his wife own Troy Dunn Insurance Agency, which is very active in the community. Dunn is a member of the Birdville Education Foundation Board of Directors, served on the 2022 Birdville ISO Bond Committee, and has been offering a Troy Dunn Insurance Scholarship for Haltom High seniors for six years. He is very active in his community and is the Northeast Tarrant Chamber incoming chair and a Haltom City Council councilmember. He previously served on the Haltom City Economic Development Corporation for three years, the Zoning Board of Adjustments for three years, and the Parks Board for five years. Dunn is a community partner with Haltom Senior Center Bingo each month and has been a luncheon sponsor at the Center for the past four years. He is also on the North Richland Lions Club Board of Directors. Dunn is a community partner first and foremost in his personal and business life.

# Kim Graves, Mayor Town of Westlake

---

Kim Greaves was a financial services executive with a breadth of success across numerous organizations from start-ups to enhancing mature organizations. As a collaborative leader, he has demonstrated successes by directing cross-functional teams to plan effectively, develop strategically, and execute tactically to exceed business, delivery, and financial expectations. Over the course of his career, Kim managed over 7,000 employees and managed billions in mortgage servicing portfolios. Kim developed a reputation for improving every organization he managed while successfully driving unprecedented growth for companies such as JPMorgan Chase, Citibank, Nationstar Mortgage, and Citizens Bank. Kim retired in 2021 and has dedicated his time to serving his community. After getting involved with Westlake Academy athletics, Kim started attending town council/school board meetings and was frustrated with issues and unanswered questions. He decided to run for the Westlake Town Council/School Board and was elected in 2022. After serving his first term as a councilmember, Kim decided to run for mayor and bring respect and ethics back to the mayor's office. He was elected with 82% of the vote. (Note: The Town of Westlake runs a municipality and a charter school, nationally ranked Westlake Academy. Town councilmembers are also school board members.) Kim attended high school at New Mexico Military Institute, holds a BBA in Finance from the University of North Texas and an MBA from the University of Notre Dame. In addition to town responsibilities, Kim currently serves as the vice chairman of the New Mexico Military Institute Foundation and is active in the Metroport Chamber of Commerce.

# Jon McKenzie, Councilmember City of Hurst (incumbent)

---

Jon McKenzie is an engaged community leader and dedicated family man. He and his wife, Brianne, have been childhood sweethearts, and together they raise their two daughters, Avery (16) and Claire (12), in his hometown of Hurst. Jon has a strong record of public service. He has been an elected member of the Hurst City Council since 2018. He also serves on several local boards and committees, including the United Way Northeast Steering Committee (as chair), the United Way of Tarrant County Board of Directors, the NCTCOG Regional Transportation Committee (as alternate), the 6 Stones Advisory Board, and the HEBISD Education Foundation. Professionally, Jon has worked as a minister at Bridgewood Church of Christ since 2003. In this role, his responsibilities include preparing and delivering sermons, teaching classes, creating online content, congregational communication, and community outreach. Before entering ministry, he worked as a Radio Frequency Technician at Atlantic Western Communication from 2000-2003. He holds a Master of Business Administration with a focus on Strategic Leadership from the University of Dallas. He received a bachelor's degree in communications and business administration from Texas Wesleyan University. Jon currently serves as the TML Region 8 board director. His involvement with the Texas Municipal League has been a great way for him to learn and connect within the region and state, and he would appreciate the opportunity to continue serving as the Region 8 board director. His main priorities would continue to be making beneficial connections and sharing information and resources with cities throughout Region 8.

# Mary Sarver, Mayor Pro Tem City of Grandview

Mayor Pro Tern Mary Sarver has demonstrated a strong commitment to public service through her tenure on various boards and as a member of the Grandview City Council. She has served on the Grandview City Council since June 2022. She is a member of the Economic Development Type A Board, vice chair of the National League of Cities' Small Cities Board, a member of the National League of Cities Economic Development Federal Advocacy Committee, and a member of the North Central Texas Council of Government Economic Development District Board. Along with her responsibilities with the NLC, Mayor Pro Tern Sarver consistently engages in Texas Municipal League (TML) training and conferences. Her dedication to public service is evident in her efforts to collaborate with neighboring cities and county officials to advance the interests of TML Region 8. She actively participates in meetings with local, state, and national municipal leaders to further these goals. Since her election, Mayor Pro Tern Sarver has actively engaged in a wide array of trainings and conferences hosted by the Texas Municipal League (TML), demonstrating a strong commitment to her professional development and the advancement of municipal governance. Her participation in these events underscores her dedication to staying informed about best practices, emerging trends, and legislative changes affecting local governments. In addition to her personal involvement, Mayor Pro Tern Sarver takes a proactive approach in promoting the benefits of TML to her colleagues and elected officials in neighboring cities. She encourages her peers to leverage the extensive resources and networking opportunities provided by TML, recognizing the value these resources bring to effective municipal management and collaboration. Her efforts not only enhance her own capabilities but also foster a broader culture of informed and collaborative leadership across the region.



**BITX**

Cast Vote



---

**DEPARTMENT MEMO**

**DEPARTMENT:** City Manager's Office  
**FROM:** Janalea Hembree, Assistant to the City Manager  
**MEETING:** September 23, 2024

**SUBJECT**

Consider approval of a resolution nominating candidates for the election of members to the Tarrant County Central Appraisal District Board of Directors. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

**SUMMARY:**

The current terms of the five appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2024. The first step in appointing voting members for the term beginning January 1, 2025 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, each county has calculated and provided the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The next step is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees BEFORE October 15, 2024, which means the nominations must be received by the county no later than October 14, 2024.

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2025. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. The Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has been an employee of the Tarrant Appraisal District at any time during the preceding three years;
- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022;
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;

- An individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County, if the relationship is within the 1<sup>st</sup> or 2<sup>nd</sup> degrees on the following chart;

### Degrees of Consanguinity and Affinity

1 <sup>st</sup> DEGREE	2 <sup>nd</sup> DEGREE	3 <sup>rd</sup> DEGREE
<p><b>By Consanguinity</b></p> <ul style="list-style-type: none"> <li>• Parents</li> <li>• Children</li> </ul> <p><b>By Affinity</b></p> <ul style="list-style-type: none"> <li>• Spouses of relatives listed under first degree consanguinity</li> <li>• Spouse</li> <li>• Spouse's parents</li> <li>• Spouse's children</li> <li>• Stepparents</li> <li>• Stepchildren</li> </ul>	<p><b>By Consanguinity</b></p> <ul style="list-style-type: none"> <li>• Grandparents</li> <li>• Grandchildren</li> <li>• Brothers &amp; sisters</li> </ul> <p><b>By Affinity</b></p> <ul style="list-style-type: none"> <li>• Spouses of relatives listed by second degree consanguinity</li> <li>• Spouse's grandparents</li> <li>• Spouse's grandchildren</li> <li>• Spouse's brothers &amp; sisters</li> </ul>	<p><b>By Consanguinity</b></p> <ul style="list-style-type: none"> <li>• Great grandparents</li> <li>• Great grandchildren</li> <li>• Nieces &amp; nephews</li> <li>• Aunts &amp; uncles</li> </ul> <p><b>By Affinity</b></p> <ul style="list-style-type: none"> <li>• No prohibitions</li> </ul>

- an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations, please include not only the full name of each candidate, but also his or her complete residence address and a current resume.

An election for Johnson County will be held this coming December to determine who will serve on the Board of Directors for the Central Appraisal District of Johnson County for the years 2025 and 2026. The board consists of nine members. Five nominated and voted by the taxing units, three members elected by popular vote, and the elected Tax Assessor/Collector.

In accordance with Section 6.03(d) of the Texas Property Tax Code, Johnson County has calculated the number of votes to which each taxing unit in our district is entitled. As indicated in the calculation, the City of Burleson is entitled to 403 votes for the election. Please submit the name(s) of any nominee(s) (up to five persons), by resolution adopted by your governing body, to me on or before October 15, 2024. Legislation prohibits nominations received after this date from appearing on the ballot.

#### OPTIONS:

1. Consider approval of a resolution nominating candidates for the election of members to the Tarrant County Central Appraisal District and Johnson County Central Appraisal District Board of

Directors. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

2. Take no action

**RECOMMENDATION:**

N/A

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

In October 2023 council apportioned all 5 votes to Gary Losada for Tarrant County. Council nominated Dauaine Goulding, John Wood, Paul Jones, and Amy Lingo for Johnson County.

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Name: Janalea Hembree  
Department: City Manager's Office  
Email: [jhembree@burlesontx.com](mailto:jhembree@burlesontx.com)  
Phone: 817-426-9299

# CANDIDATE NOMINATIONS

Johnson and Tarrant County Central Appraisal Districts



# BOARD OF DIRECTORS

## Make-up

- 9 Board Members for each District
- 5 Members voted by the taxing entities
- 3 Members voted by popular election
- 1 Member appointed by the Tax Assessor

## Roles & Responsibilities

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

## Term

- Serve two-year terms, aligning with the calendar year
- Current terms expire December 31, 2024
- New terms run January 1, 2025 - December 31, 2026



# NOMINATION & ELECTION PROCESS

## **Each taxing authority may make nominations for inclusion on the election ballot**

- Nominations due on or before October 1 4<sup>th</sup> for both Johnson and Tarrant County.
- Nominee(s) must have resided in the district for the previous two years to serve.
- Johnson County limits nominations to five persons.

## **Each taxing authority is allocated votes, based on their share of the tax levy**

- City of Burleson may cast 403 votes for Johnson County and 6 in Tarrant County.
- Votes may be apportioned in any way
- Ballots to be provided by October 30th
- Votes due by December 1 5th

**The five candidates receiving the highest number of votes are elected to the board  
(5,000 total votes)**

# HISTORY

## **Tarrant County**

- In October 2023, council apportioned all 5 votes to Gary Losada.

## **Johnson County**

- In October 2023, council nominated Duaine Goulding, John Wood, Paul Jones, and Amy Lingo



# NEXT STEPS

- If council opts to participate in nominating candidates, those candidates need to be made in the motion before you tonight
- Staff will take the candidate information and submit the nominations to the Tarrant and Johnson County Central Appraisal Districts
- The official ballot will be sent back to the city and brought forward to the council in order to allocate votes for the candidates they are proposing to elect that have been listed on each ballot once they are finalized by the appraisal district

# OPTIONS



## APPROVE

Nominate individuals on the ballot for Johnson and Tarrant County Appraisal District Board of Directors



## OPTION 2

Take no action

TARRANT APPRAISAL DISTRICT  
2024 Calculation of Taxing Entity Votes for Board of Directors  
Per Section 6.03(d) of Texas Property Tax Code

	2023 TAXES IMPOSED	% OF TOTAL	2024 VOTES
<b>School Districts:</b>			
Aledo ISD	6,131,473	0.11075%	6
Arlington ISD	449,339,758	8.11586%	406
Azle ISD	26,757,803	0.48329%	24
Birdville ISD	178,756,575	3.22866%	161
Burleson ISD	29,051,705	0.52472%	26
Carroll ISD	126,974,245	2.29338%	115
Castleberry ISD	16,163,500	0.29194%	15
Crowley ISD	141,730,903	2.55991%	128
Eagle Mountain/Saginaw ISD	197,162,524	3.56110%	178
Everman ISD	25,800,708	0.46601%	23
Fort Worth ISD	593,404,765	10.71793%	536
Godley ISD	1,285,755	0.02322%	1
Grapevine/Colleyville ISD	188,683,742	3.40796%	170
Hurst/Euless/Bedford ISD	188,555,828	3.40565%	170
Keller ISD	278,949,682	5.03832%	252
Kennedale ISD	24,972,025	0.45104%	23
Lake Worth ISD	19,932,270	0.36001%	18
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Mansfield ISD	225,674,872	4.07608%	204
Northwest ISD	161,450,254	2.91607%	146
White Settlement ISD	40,321,570	0.72828%	36
<b>Total Schools</b>	\$ 2,927,586,104	52.87733%	2644
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City of Benbrook	18,003,459	0.32517%	16
City of Blue Mound	1,867,773	0.03374%	2
City of Burleson	6,585,215	0.11894%	6
City of Colleyville	19,359,700	0.34967%	17
City of Crowley	11,329,035	0.20462%	10
City of Dalworthington Gardens	2,683,830	0.04847%	2
Edgecliff Village	918,338	0.01659%	1
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City of Everman	3,597,742	0.06498%	3
City of Flower Mound	2,207,765	0.03988%	2

City of Forest Hill	7,061,450	0.12754%	6
City of Fort Worth	730,749,438	13.19861%	660
City of Grand Prairie	70,893,423	1.28046%	64
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City of Haltom City	22,894,575	0.41352%	21
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City of Pelican Bay	957,767	0.01730%	1
City of Reno	52,401	0.00095%	0
City of Richland Hills	4,960,043	0.08959%	4
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City of Roanoke	493,962	0.00892%	0
City of Saginaw	15,125,861	0.27320%	14
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<b>Total Cities</b>	<u>\$ 1,498,330,747</u>	<u>27.06248%</u>	<u>1353</u>
<b>Other:</b>			
Tarrant County	551,272,993	9.95696%	498
Tarrant County College	559,372,168	10.10324%	505
<b>Total Other</b>	<u>\$ 1,110,645,161</u>	<u>20.06020%</u>	<u>1003</u>
<b>Total All</b>	<b>\$ 5,536,562,012</b>	<b>100%</b>	<b>5000</b>



CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

CALCULATION OF VOTES FOR ELECTION OF BOARD OF DIRECTORS FOR 2025-2026

<u>TAXING ENTITY</u>	<u>2023 LEVY</u>	<u>PORTION OF TOTAL LEVY IN DISTRICT</u>	<u>X 1000 X 5 SEATS = NUMBER OF VOTES</u>
CITY OF ALVARADO	5,242,978.09	0.0131	66
CITY OF BURLESON	32,139,976.58	0.0806	403
CITY OF CLEBURNE	19,835,505.67	0.0497	249
CITY OF CROWLEY	22,023.07	0.0001	1
CITY OF GODLEY	2,379,772.45	0.0060	30
CITY OF GRANDVIEW	1,030,841.57	0.0026	13
CITY OF JOSHUA	4,489,551.06	0.0113	56
CITY OF KEENE	3,458,664.78	0.0087	43
CITY OF MANSFIELD	11,567,472.95	0.0290	145
CITY OF RIO VISTA	337,993.30	0.0008	4
CITY OF VENUS	2,925,612.89	0.0073	37
ALVARADO ISD	24,982,763.50	0.0626	313
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CLEBURNE ISD	45,683,522.55	0.1146	573
CROWLEY ISD	646,692.55	0.0016	8
GODLEY ISD	20,868,672.35	0.0523	262
GRANBURY ISD	1,098,194.42	0.0028	14
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JOSHUA ISD	26,198,501.03	0.0657	328
KEENE ISD	2,692,605.00	0.0068	34
MANSFIELD ISD	23,782,685.29	0.0596	298
RIO VISTA ISD	5,198,532.43	0.0130	65
VENUS ISD	8,271,115.51	0.0207	104
HILL COLLEGE	6,089,908.85	0.0153	76
JOHNSON COUNTY	87,473,897.61	0.2193	1096
TOTAL ALL TAXING UNITS	398,804,473.01	1.0000	5000

NOTE: IT REQUIRES AT LEAST 834 VOTES TO SECURE ONE  
NOMINEE TO A POSITION ON THE BOARD.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS NOMINATING \_\_\_\_\_ TO SERVE AS A VOTING MEMBER OF THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, after discussing the issue, the City believes \_\_\_\_\_ meets the eligibility requirements to serve as a voting member of the Tarrant Appraisal District Board of Directors and would serve admirably;

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

**SECTION 1**

The City of Burleson nominates \_\_\_\_\_ to serve as a voting member of the Tarrant Appraisal District Board of Directors.

**SECTION 2**

This resolution shall become effective immediately upon its passage.

**SO RESOLVED, PASSED AND APPROVED** this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City Council of the City of Burleson, Texas.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



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DEPARTMENT MEMO

**DEPARTMENT:** City Manager's Office  
**FROM:** Janalea Hembree, Assistant to the City Manager  
**MEETING:** September 23, 2024

**SUBJECT**

Consider approval of a resolution nominating candidates for the election of members to the Board of Directors for the Central Appraisal District of Johnson County. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

**SUMMARY:**

The current terms of the five appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2024. The first step in appointing voting members for the term beginning January 1, 2025 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, each county has calculated and provided the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The next step is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees BEFORE October 15, 2024, which means the nominations must be received by the county no later than October 14, 2024.

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2025. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. The Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has been an employee of the Tarrant Appraisal District at any time during the preceding three years;
- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022;
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;

- An individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County, if the relationship is within the 1<sup>st</sup> or 2<sup>nd</sup> degrees on the following chart;

### Degrees of Consanguinity and Affinity

1 <sup>st</sup> DEGREE	2 <sup>nd</sup> DEGREE	3 <sup>rd</sup> DEGREE
<p><b>By Consanguinity</b></p> <ul style="list-style-type: none"> <li>• Parents</li> <li>• Children</li> </ul> <p><b>By Affinity</b></p> <ul style="list-style-type: none"> <li>• Spouses of relatives listed under first degree consanguinity</li> <li>• Spouse</li> <li>• Spouse's parents</li> <li>• Spouse's children</li> <li>• Stepparents</li> <li>• Stepchildren</li> </ul>	<p><b>By Consanguinity</b></p> <ul style="list-style-type: none"> <li>• Grandparents</li> <li>• Grandchildren</li> <li>• Brothers &amp; sisters</li> </ul> <p><b>By Affinity</b></p> <ul style="list-style-type: none"> <li>• Spouses of relatives listed by second degree consanguinity</li> <li>• Spouse's grandparents</li> <li>• Spouse's grandchildren</li> <li>• Spouse's brothers &amp; sisters</li> </ul>	<p><b>By Consanguinity</b></p> <ul style="list-style-type: none"> <li>• Great grandparents</li> <li>• Great grandchildren</li> <li>• Nieces &amp; nephews</li> <li>• Aunts &amp; uncles</li> </ul> <p><b>By Affinity</b></p> <ul style="list-style-type: none"> <li>• No prohibitions</li> </ul>

- an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations, please include not only the full name of each candidate, but also his or her complete residence address and a current resume.

An election for Johnson County will be held this coming December to determine who will serve on the Board of Directors for the Central Appraisal District of Johnson County for the years 2025 and 2026. The board consists of nine members. Five nominated and voted by the taxing units, three members elected by popular vote, and the elected Tax Assessor/Collector.

In accordance with Section 6.03(d) of the Texas Property Tax Code, Johnson County has calculated the number of votes to which each taxing unit in our district is entitled. As indicated in the calculation, the City of Burleson is entitled to 403 votes for the election. Please submit the name(s) of any nominee(s) (up to five persons), by resolution adopted by your governing body, to me on or before October 15, 2024. Legislation prohibits nominations received after this date from appearing on the ballot.

#### OPTIONS:

1. Consider approval of a resolution nominating candidates for the election of members to the Tarrant County Central Appraisal District and Johnson County Central Appraisal District Board of

Directors. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

2. Take no action

**RECOMMENDATION:**

N/A

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

In October 2023 council apportioned all 5 votes to Gary Losada for Tarrant County. Council nominated Dauaine Goulding, John Wood, Paul Jones, and Amy Lingo for Johnson County.

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Name: Janalea Hembree  
Department: City Manager's Office  
Email: [jhembree@burlesontx.com](mailto:jhembree@burlesontx.com)  
Phone: 817-426-9299

# CANDIDATE NOMINATIONS

Johnson and Tarrant County Central Appraisal Districts



# BOARD OF DIRECTORS

## Make-up

- 9 Board Members for each District
- 5 Members voted by the taxing entities
- 3 Members voted by popular election
- 1 Member appointed by the Tax Assessor

## Roles & Responsibilities

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

## Term

- Serve two-year terms, aligning with the calendar year
- Current terms expire December 31, 2024
- New terms run January 1, 2025 - December 31, 2026



# NOMINATION & ELECTION PROCESS

## **Each taxing authority may make nominations for inclusion on the election ballot**

- Nominations due on or before October 1 4<sup>th</sup> for both Johnson and Tarrant County.
- Nominee(s) must have resided in the district for the previous two years to serve.
- Johnson County limits nominations to five persons.

## **Each taxing authority is allocated votes, based on their share of the tax levy**

- City of Burleson may cast 403 votes for Johnson County and 6 in Tarrant County.
- Votes may be apportioned in any way
- Ballots to be provided by October 30th
- Votes due by December 1 5th

**The five candidates receiving the highest number of votes are elected to the board  
(5,000 total votes)**

# HISTORY

## **Tarrant County**

- In October 2023, council apportioned all 5 votes to Gary Losada.

## **Johnson County**

- In October 2023, council nominated Duaine Goulding, John Wood, Paul Jones, and Amy Lingo



# NEXT STEPS

- If council opts to participate in nominating candidates, those candidates need to be made in the motion before you tonight
- Staff will take the candidate information and submit the nominations to the Tarrant and Johnson County Central Appraisal Districts
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# OPTIONS



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## OPTION 2

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<b>Total All</b>	<b>\$ 5,536,562,012</b>	<b>100%</b>	<b>5000</b>



CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

CALCULATION OF VOTES FOR ELECTION OF BOARD OF DIRECTORS FOR 2025-2026

<u>TAXING ENTITY</u>	<u>2023 LEVY</u>	<u>PORTION OF TOTAL LEVY IN DISTRICT</u>	<u>X 1000 X 5 SEATS = NUMBER OF VOTES</u>
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JOHNSON COUNTY	87,473,897.61	0.2193	1096
TOTAL ALL TAXING UNITS	398,804,473.01	1.0000	5000

NOTE: IT REQUIRES AT LEAST 834 VOTES TO SECURE ONE  
NOMINEE TO A POSITION ON THE BOARD.

**RESOLUTION**

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

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

**WHEREAS**, after discussing the issue, the City believes \_\_\_\_\_ meets the eligibility requirements to serve as a voting member of the Tarrant Appraisal District Board of Directors and would serve admirably;

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

**SECTION 1**

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

**SECTION 2**

This resolution shall become effective immediately upon its passage.

**SO RESOLVED, PASSED AND APPROVED** this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City Council of the City of Burleson, Texas.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



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**City Council Regular Meeting**

**DEPARTMENT:** Capital Engineering  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** September 23, 2024

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff feedback regarding the capital improvement program. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

**SUMMARY:**

The city has an active capital improvement program, and this presentation will provide an update on all active projects.

**RECOMMENDATION:**

N/A

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

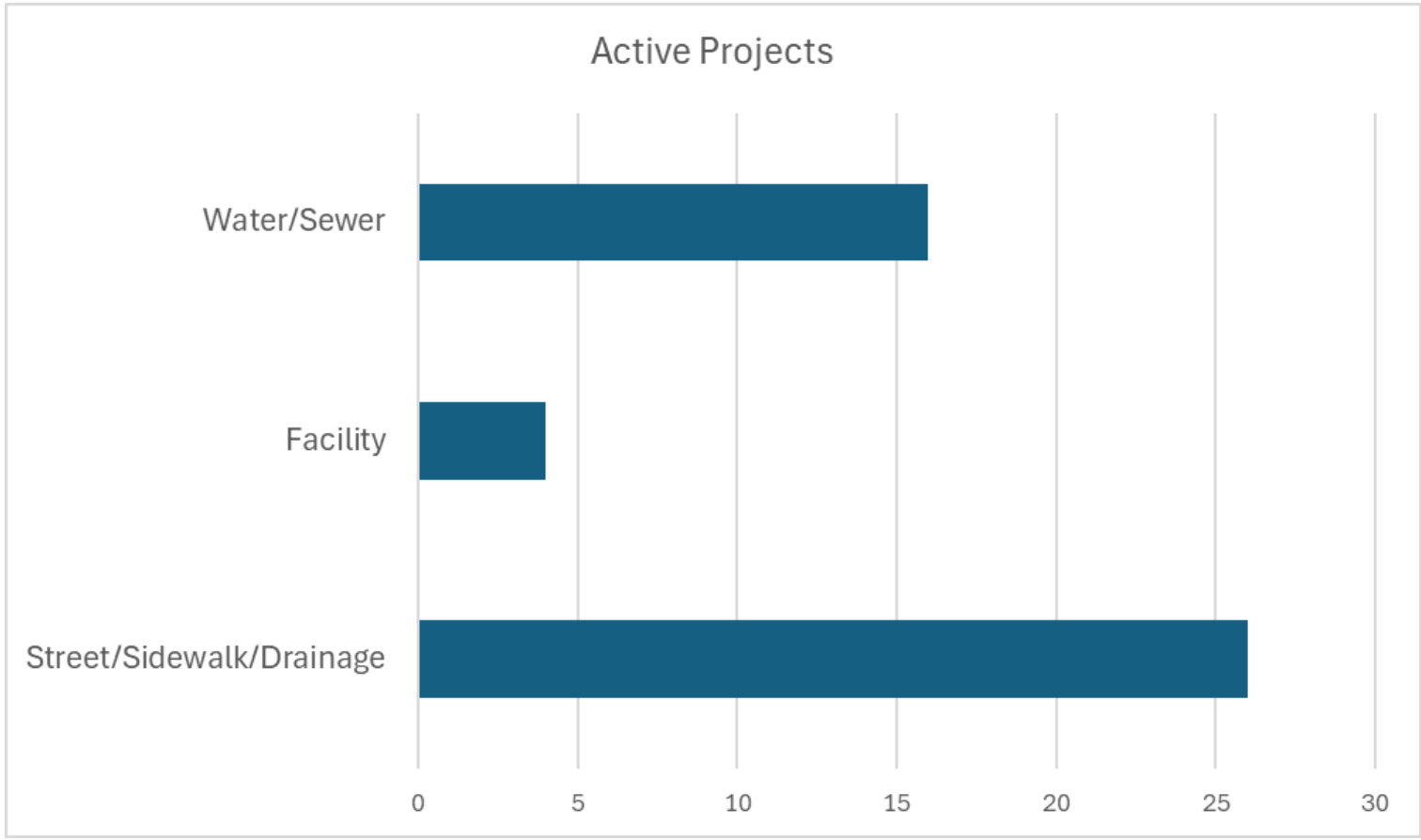
**STAFF CONTACT:**

Eric Oscarson  
Deputy City Manager  
[eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
817-426-9837

# Capital Improvement Program Update

Eric Oscarson, Deputy City Manager  
September 23, 2024

## Current Active Projects - 38



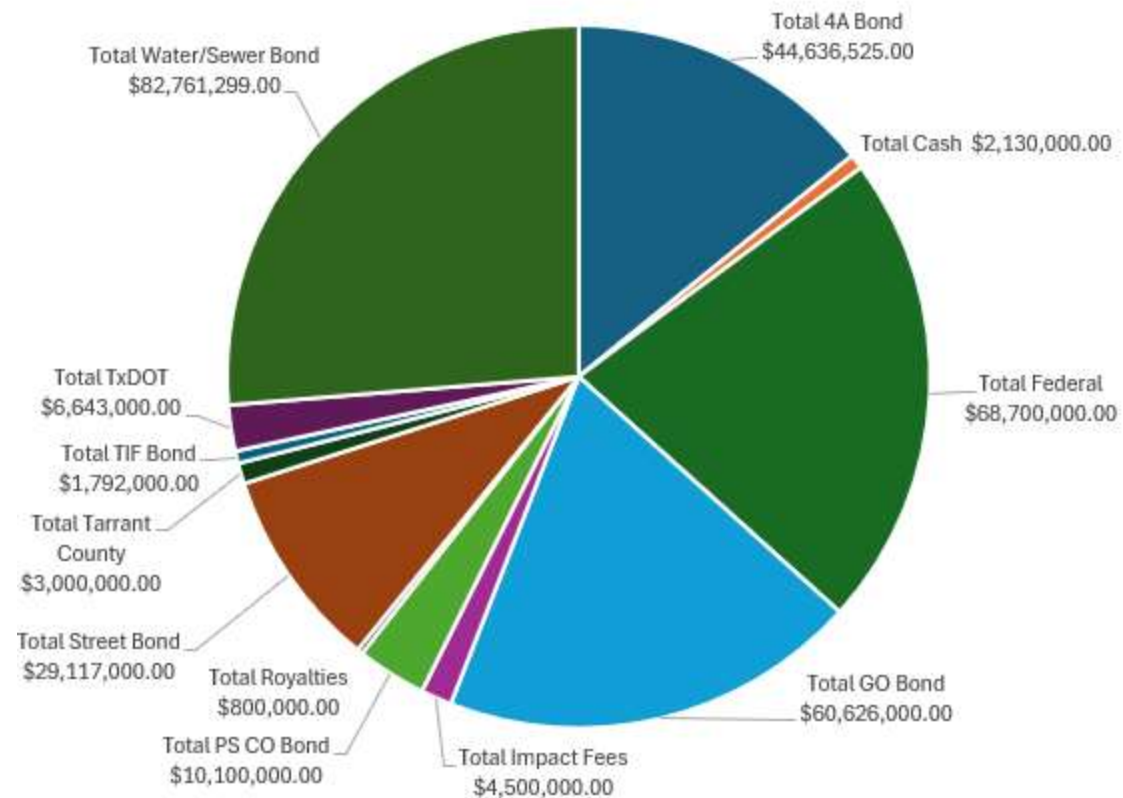
\*Certain Projects Include Multiple Types of Improvements

# BY THE NUMBERS

## Current Active Projects - 38

Funding Type	Total Investment
4A Bond	\$ 44,636,525
Cash	\$ 2,130,000
Federal	\$ 68,700,000
GO Bond	\$ 60,626,000
Impact Fees	\$ 4,500,000
PS CO Bond	\$ 10,100,000
Royalties	\$ 800,000
Street Bond	\$ 29,117,000
Tarrant County	\$ 3,000,000
TIF Bond	\$ 1,792,000
TxDOT	\$ 6,643,000
Water/Sewer Bond	\$ 82,761,299
<b>Total</b>	<b>\$ 314,805,824</b>

Funding Allocation



# Turkey Peak GST & Brushy Mound Storage Demo

635 NW Jayellen Avenue; 235 SW Brushy Mound Rd.

## Project includes:

- Replacing the existing tank with 2MG tank at Turkey Peak
- Demolish two existing ground storage tanks at Brushy Mound
- Demolish existing elevated tank at Brushy Mound
- Site improvements at Brushy Mound to facilitate installation of monopole

## Funding:

- \$4.8 Million Water Bond Funds
- \$500 Thousand Non-Bond Capital

## Status:

- Brushy Mound Site- anticipate complete inspections items are being completed
- Turkey Peak - tank complete and online



Project Status

COMPLETE

Project Progress

Progress 100%

Estimated Completion



Spring 2024

Total Project Cost



5.3 Million



# Turkey Peak Entry Drive & Drainage Flume

635 NW Jayellen Avenue

### Project includes:

Pavement overlay for the entry drive/ access to the site and repair of the drainage flume/channel adjacent to the road

### Funding:

\$385 Thousand Water Bond Funds

### Status:

- Paving replaced October 2023
- Additional safety bollards / guardrails and perimeter fencing for public safety completed February 2024



Project Status

COMPLETE

Project Progress

Progress 100%

Estimated Completion



Winter 2023

Total Project Cost

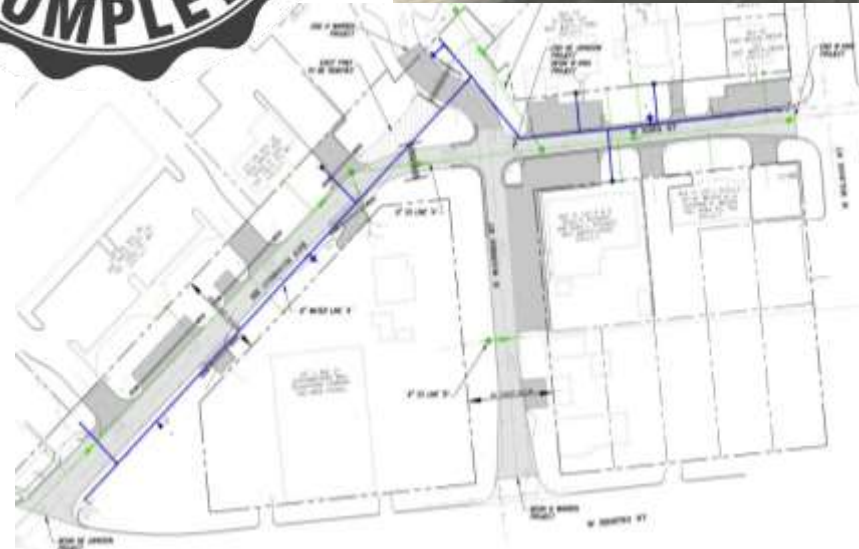


385 Thousand

# Neighborhood Street Rebuild (King, Warren, Johnson)

## Status:

- Construction activity is complete



Project Status

COMPLETE

Project Progress

Progress 100%

Estimated Completion



Winter 2023

Total Project Cost



2.1 Million



# Old Town- Ellison Street Development (Plaza Building)

135 W. Ellison St.

## Project includes:

Development of Ellison on the Plaza Building by developer to include City office space, Heim BBQ, and Razzoo's

## Funding:

- \$2 Million 4A Sales Tax
- \$1.4 Million TIF Funds
- \$400 Thousand Water Funds

## Status:

- Razzoo's & Heim BBQ spaces complete and restaurants open
- City Hall Annex Open



Project Status

COMPLETE

Project Progress

Progress 100%

Estimated Completion



Spring 2024

Total Project Cost

\$ 3.8 Million

# Lakewood Dual Left Turn Lanes at SH174

## Intersection of Lakewood and SH174

### Project includes:

Current intersection is built for ultimate two left turn lanes, (one is striped off) - update striping and signal to make second left turn lane onto northbound SH 174 operational

### Funding:

\$100 Thousand 2022 GO Bond Funds

### Status:

TxDOT completed the intersection work on 11/15/23. Signal heads have been updated and the pavement markings are complete for dual left turn lanes onto northbound SH174. The lane assignment signs are on order, TxDOT will install once received.



Project Status

COMPLETE

Project Progress

Progress 100%

Estimated Completion



Winter 2023

Total Project Cost



0 (Funded by TxDOT)



### Project includes:

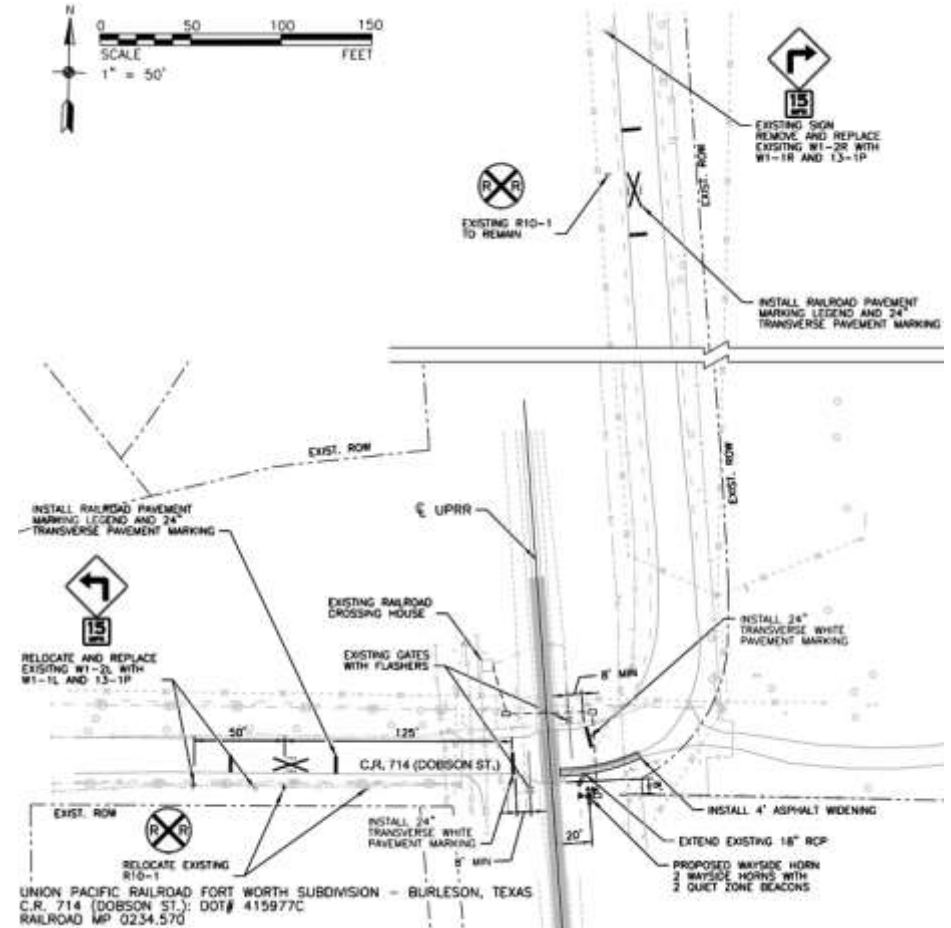
Installation of a Quiet Zone along CR714.

### Funding:

- \$1.4 M Street Bond

### Status:

- Railroad engineering firm is currently reviewing previous plans for quiet zone.



#### Project Status

Design

#### Project Progress

Progress 50%

#### Estimated Completion



Winter 2025

#### Total Project Cost



\$1.4 Million

# SH174 Widening to 6 Lanes (Elk to Wicker Hill)

## Project includes:

- Widening SH 174 (Wilshire Boulevard) to the inside from four to six lanes from Elk Drive to Wicker Hill Rd
- Project is shared between the City and TxDOT
  - City is managing and funding Design
  - TxDOT will be managing and funding Construction

## Funding:

- \$1.7 Million City participation (design)
- \$5.9 Million Texas Department of Transportation (TxDOT) funding
- \$23.7 Million North Central Texas Council of Governments/Federal Grant funding

## Status:

- TxDOT reviewing 100% Civil Construction Plans
- Utility conflict coordination and relocation underway
- City is going to hire the contractor to relocate 12" water line and two fire hydrants, anticipate to complete in November 2024
- Currently anticipate TxDOT to begin construction Fall 2025



### Project Status

Utility Relocation

### Project Progress

Progress 60%

### Estimated Completion



Winter 2026

### Total Project Cost

\$ 31.3 Million  
Construction by TxDOT

### Project includes:

Intersection improvements as recommended by traffic studies for increased intersection capacity and higher level of service

### Funding:

\$2.5 Million Streets & Drainage Bonds

### Status:

- 100% Design Plans completed
- Right-of-Way and Sidewalk Easement acquisition underway
- TxDOT approved the environmental clearance. Consultant working with TxDOT to complete LOSA requirements.
- Utility Relocation underway



#### Project Status

Utility  
Relocation/ROW Acq.

#### Project Progress

Progress 45%

#### Estimated Completion



Summer 2025

#### Total Project Cost



2.5 Million



# Old Town – Ellison Parking & Street Re-Alignment w/ Annex 3 Site 225 W Renfro (OTB Lot 1, Block 56)

### Project includes:

Re-development of 225 W Renfro St., re-alignment and beautification of Ellison St., as well as reconstruction of on- street parking along Ellison St.

### Funding:

- \$1.6 Million TIF Funds
- \$1.6 Million 4A Bond Funds

### Status:

- Phase 2 under construction
- Parking 50% complete
- Ellison paving 45% complete
- Johnson mill and overlay change order in progress



Creates 83 new parking spaces in Old Town

### Project Status

Construction

### Project Progress

Progress 65%

### Estimated Completion



Summer 2025

### Total Project Cost



3.2 Million

# Service Center Drainage

### Project includes:

Removal of concrete and installation of drains along with a detention pond for the site

### Funding:

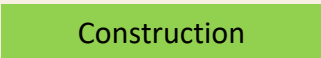
- \$1.2 Million Water and Sewer Bonds

### Status:

- Contractor has started work on site. Minor delays occurring due to unknown utilities under pavement.



Project Status



Project Progress



Estimated Completion



Spring 2025

Total Project Cost



1.2 Million



# Bluebird Meadows Drainage

### Project includes:

Inlet and PVC storm line to relieve an area of standing water

### Funding:

- \$99 Thousand Water and Sewer Bonds

### Status:

- Plans will be out to bid in Q1 of FY2025



#### Project Status

Easement acq.

#### Project Progress

Progress 50%

#### Estimated Completion



Spring 2025

#### Total Project Cost



99 Thousand

## Project Includes:

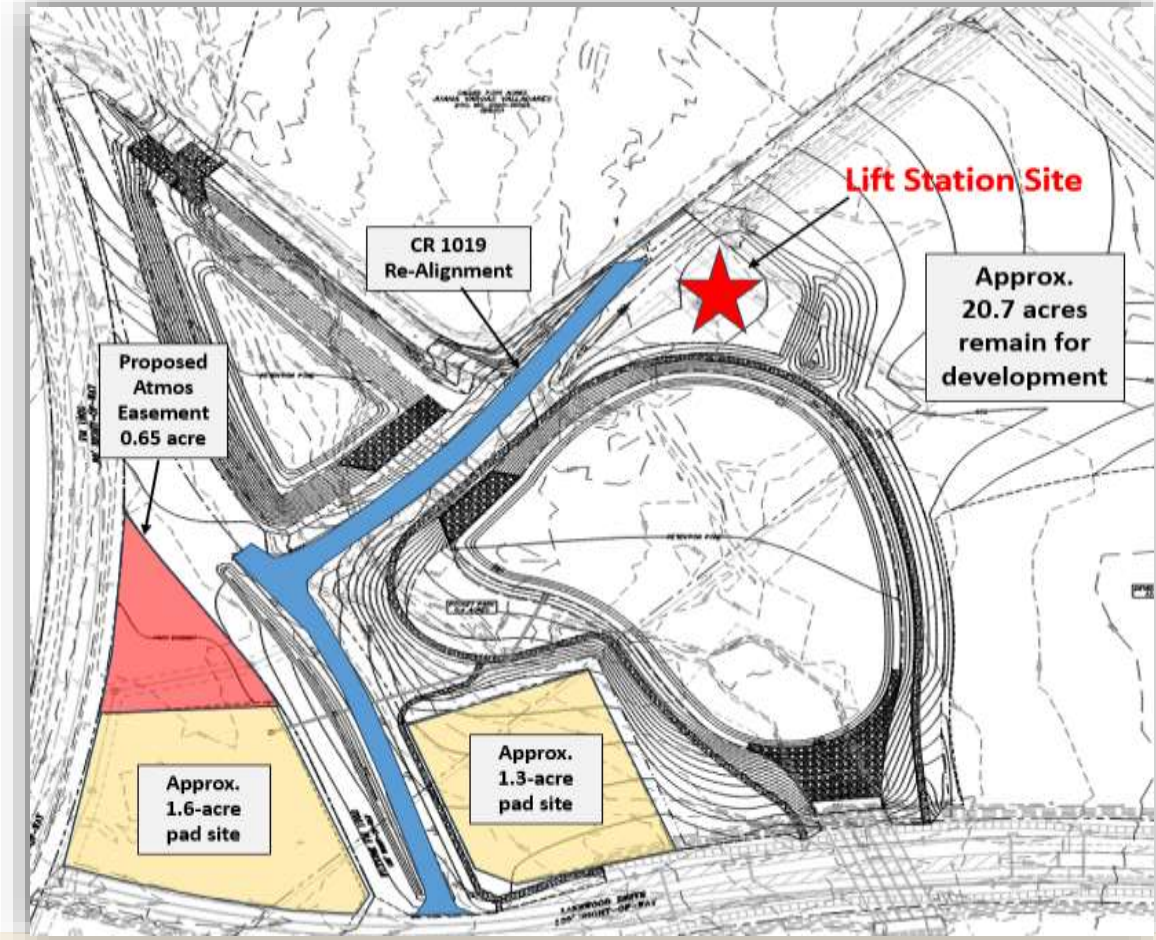
Design and construction of retention ponds and realignment of CR 1019

## Funding:

4A Bonds

## Status:

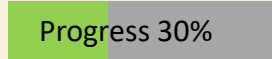
- Design is 99% complete
- JCSUD is reviewing the relocation of existing 12-inch water line
- Landscape and irrigation to be added to Lakewood Dr landscape bid package



Project Status



Project Progress



Estimated Completion



Winter 2025

Total Project Cost



Design - \$206,100  
 Construction - \$6,342

342



# Lakewood Drive Construction – CR 1020 to FM 1902

## Project Includes:

Construction of Lakewood Drive from FM 1902 to CR 1020

## Funding:

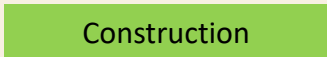
4A Bonds

## Status:

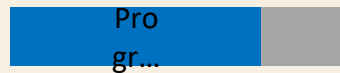
- Construction is approximately 75 percent complete
- TxDOT LOSA has been approved – construction to begin in October 2024



### Project Status



### Project Progress



### Estimated Completion



Winter 2024

### Total Project Cost

**\$** \$17,980,957

# Lakewood Drive Extension Design

### Project Includes:

Design of Lakewood Dr extension to Chisholm Trail Parkway

### Funding:

4A Bonds

### Status:

- Contract approved March 20, 2023
- Staff reviewing draft traffic study – will submit to TxDOT
- FM 1902 and Lakewood’s functional class updated by NCTCOG – needed to be eligible for federal funding
- Contract amendment pending to add west side of tollway to schematic design



#### Project Status



#### Project Progress



#### Estimated Completion



Winter 2025

#### Total Project Cost

\$ Design - \$1,090,915  
 Construction OPCC 344 M

# Lakewood Drive Streetlights

## Project includes:

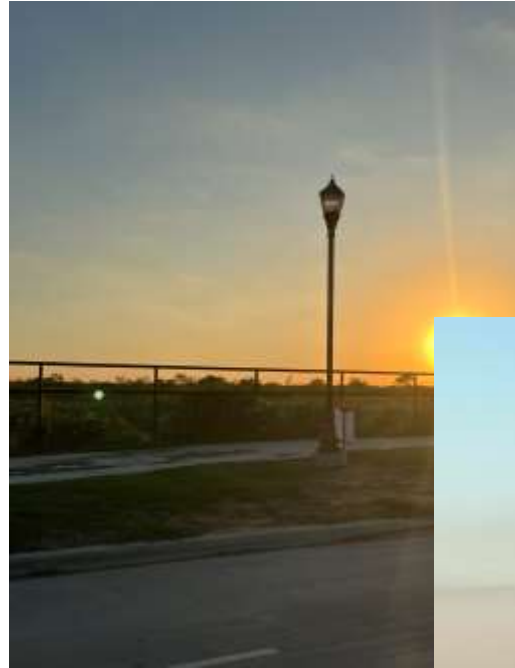
Bury existing electric lines between CR 1020 and CR 1016 and installation of roadway and pedestrian street lighting from CR 1020 to FM 1902.

## Funding:

4A Bonds

## Status:

- Existing overhead electric lines have been buried between CR 1020 and CR 1016 and roadway and pedestrian lighting has been installed
- Equipment and electric lines currently being installed between CR 1016 and FM 1902 with roadway and pedestrian lighting to follow



Project Status

In Construction

Project Progress

Progress 40%

Estimated Completion



Winter 2024

Total Project Cost



\$1,268,553



# Lakewood Drive Landscaping Design



## Project includes:

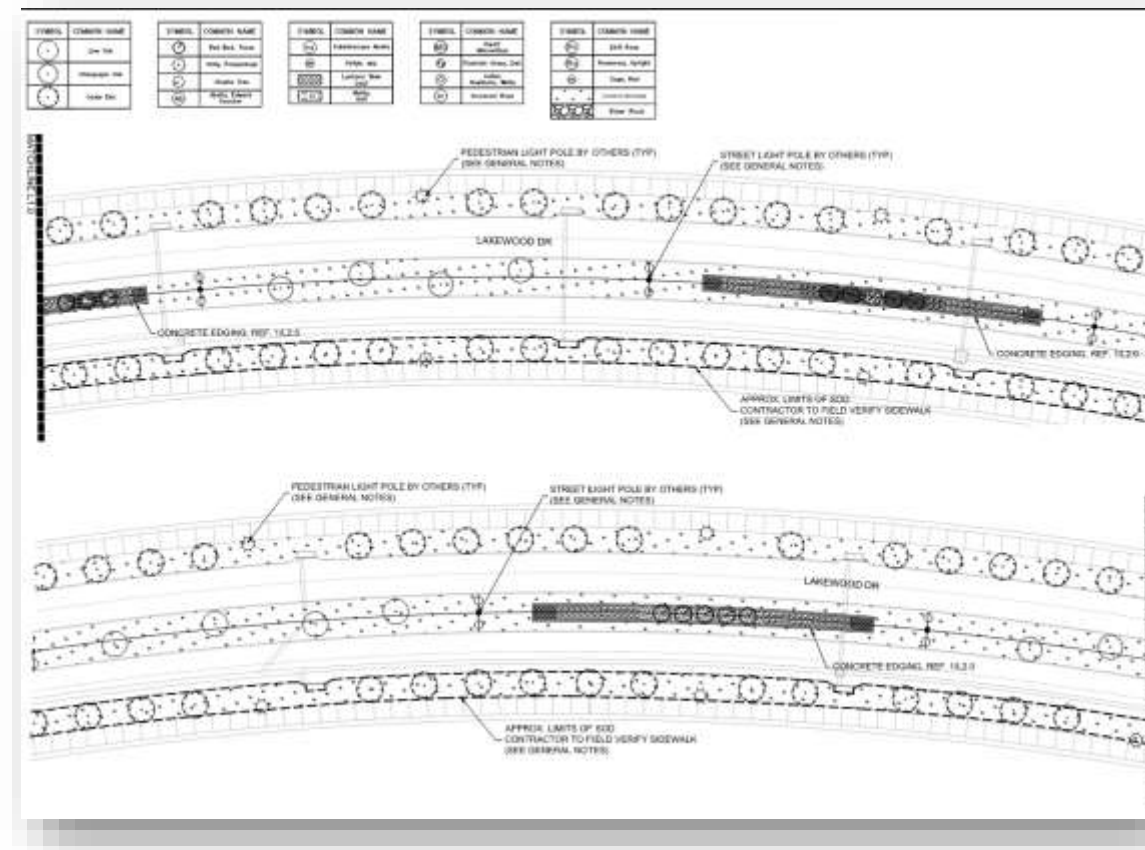
Design of landscape and irrigation from FM 1902 to CR 1020

## Funding:

4A Bonds

## Status:

- Landscape – 60% design complete
- Irrigation – consultant to begin design
- Anticipated construction to begin spring 2025



### Project Status



### Project Progress

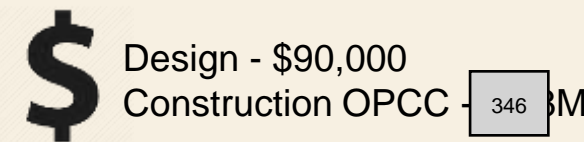


### Estimated Completion



Summer 2025

### Total Project Cost





# Westside Business Park Lift Station

### Project includes:

Design and construction of lift station and force mains to serve Hooper Business Park, Chisholm Summit Masterplan Community and surrounding area

### Funding:

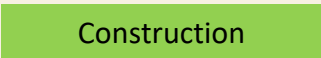
Water/Sewer Bonds  
4A Bonds

### Status:

- Force main - 85% complete
- Gravity sewer - 75% complete
- Wet well set mid September 2024
- Staff working with JCSUD for utility conflict along CR 914



Project Status



Project Progress



Estimated Completion



Summer 2025

Total Project Cost

\$ \$7,802,299.00

# Police Headquarters Expansion

1161 SW Wilshire Blvd.

## Project includes:

- Expansion of police department headquarters
- Remodeling existing facility to re-purpose existing space for officers and staff

## Funding:

- \$36.4 Million GO Bond Public Safety Funds
- \$6.3 Million CO

## Status:

- Gas Pipeline relocation complete
- Updates to revised site plan presented to City Council I&D Committee Jan 22<sup>nd</sup> : Two-story (28,170sf) new building rather than one-story (24,215sf) with corresponding increase in budget to \$42.7m
- Schematic design completed in May 2024

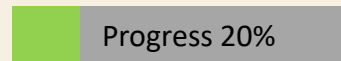


### Project Status



Design

### Project Progress



Progress 20%

### Estimated Completion



Fall 2026

### Total Project Cost



42.7 Million

### Project includes:

Various interior renovations to administrative and operational areas to include additional offices, expanded dormitory, and other changes to accommodate needs of the Fire Department

### Funding:

\$3.8 Million CO Bond

### Status:

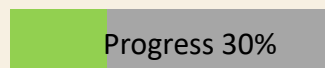
- 100% Plans Received
- Vertical Construction Manager on board
- Construction procurement anticipated in October



Project Status



Project Progress



Estimated Completion



Winter 2025

Total Project Cost

**\$** 3.8 Million



### Project includes:

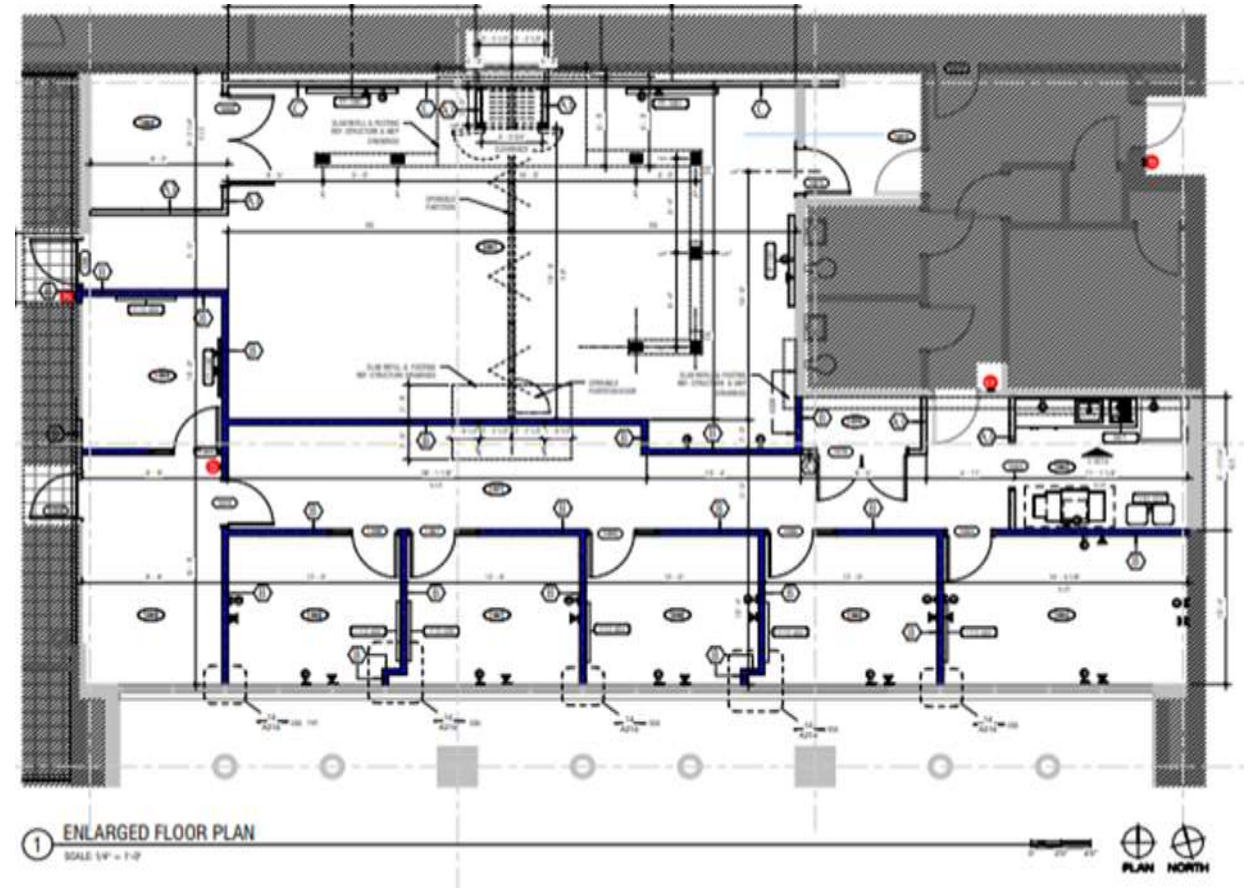
- Reconfigure existing facilities to create a council workroom and new offices for City Secretary's Office

### Funding:

\$1.4 Million Non-Bond Capital/Royalties

### Status:

- Construction to be bid in Fall 2024



Project Status



Project Progress



Estimated Completion



Spring 2025

Total Project Cost



1.4 Million

### Project includes:

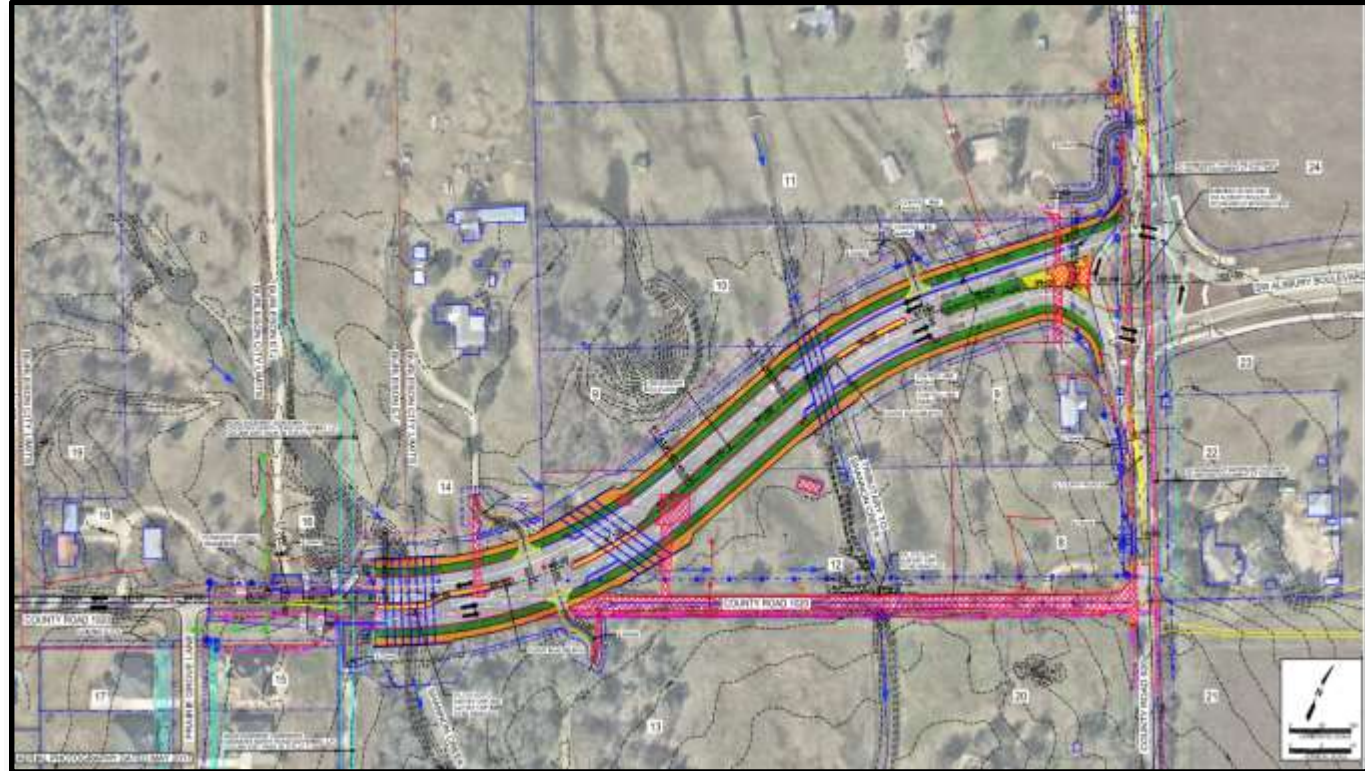
Extension of Alsbury Boulevard from Hulen Street Roundabout to County Road 1020 - new section will be 4-lane divided roadway with turn lanes and drainage improvements

### Funding:

- \$600 Thousand Non-Bond Capital
- \$7.4 Million 2022 GO Bond Funds
- \$1 Million Streets & Drainage Bonds

### Status:

- Disruption occurred with elimination of federal funding
- Right-of-way and easement acquisition underway
- Construction bidding anticipated as early as Winter 2024 pending acquisitions and utility relocations



#### Project Status

ROW Acq.

#### Project Progress

Progress 45%

#### Estimated Completion



Summer 2026

#### Total Project Cost



8.9 Million



# Neighborhood Street Rebuilds FY22

## Commerce St & Dobson St

### Project includes:

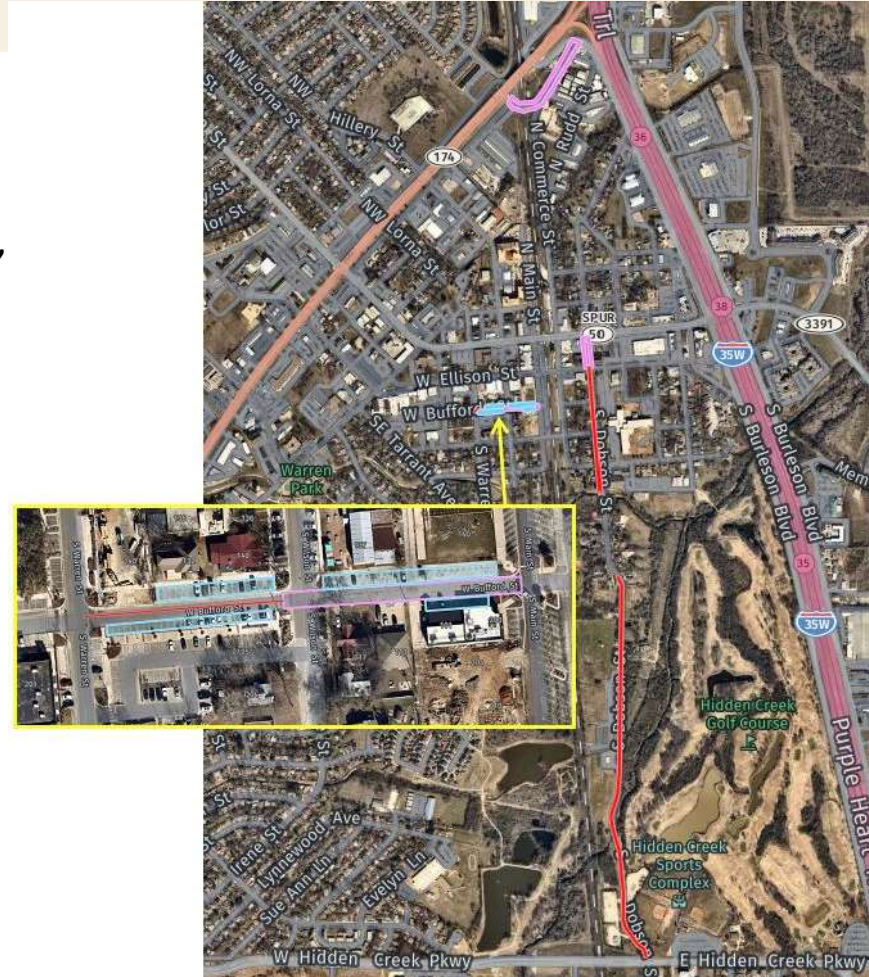
Reconstructing Commerce St (I-35 Service Rd. to SH 174 Service Rd.), Dobson St (E. Renfro to Town Creek and 401 S. Dobson St. to Hidden Creek Pkwy) and Bufford St (Wilson St to Main St)

### Funding:

- \$825 Thousand 2022 GO Bond Funds
- \$780 Thousand Street and Drainage Bonds & Non-Bond Capital

### Status:

- Project construction underway
  - Dobson St pavement 100% complete
  - Bufford St pavement 100% complete
  - Commerce St pavement 75% complete
  - UPRR crossing agreement revision underway



#### Project Status

Construction

#### Project Progress

Progress 90%

#### Estimated Completion



Fall 2024

#### Total Project Cost

\$ 1.6 Million



# Sidewalk Program FY22 (Vaughn Dr.)

### Project includes:

- 5' wide sidewalk between McNairn and Summercrest along one side of Vaughn Dr.
- This segment identified as a Short-Term Pedestrian project in the recently adopted Mobility Plan

### Funding:

- \$447 Thousand 2022 GO Bond Funds
- \$87 Thousand Street Bond Funds

### Status:

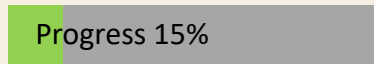
- Engineering Services Contract Ongoing



#### Project Status



#### Project Progress



#### Estimated Completion



Summer 2025

#### Total Project Cost



534 Thousand

### Project includes:

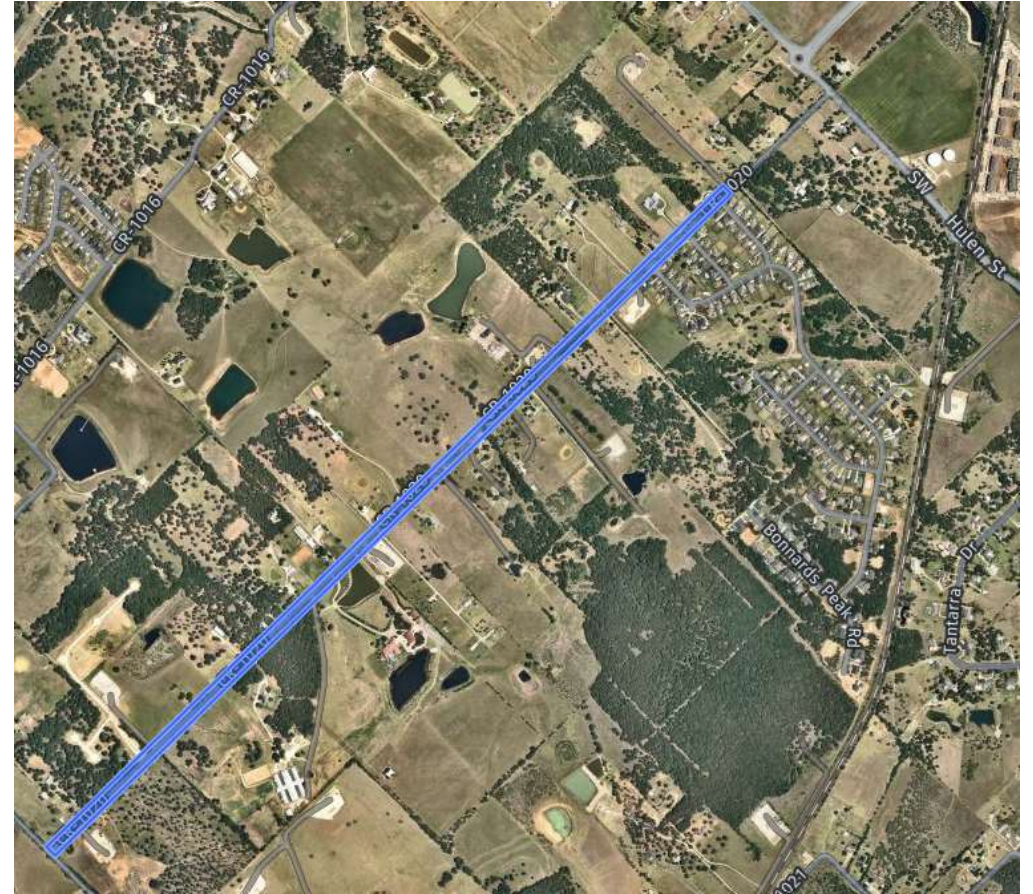
- Construction of two lanes of Alsbury Blvd (CR 1020) from Hulen Roundabout to CR 914
- Construction of 10' shared use path on each side

### Funding:

- \$2.5 Million 2022 GO Bond
- \$4.1 Million 4A Capital
- \$10 Million in 4A for Construction

### Status:

- Early right-of-way acquisition opportunities being explored
- Preliminary design completion anticipated Fall 2024
- 4A Funding Identified

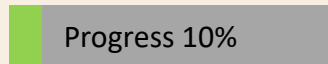


#### Project Status



Design

#### Project Progress



Progress 10%

#### Estimated Completion



Design Spring 2025

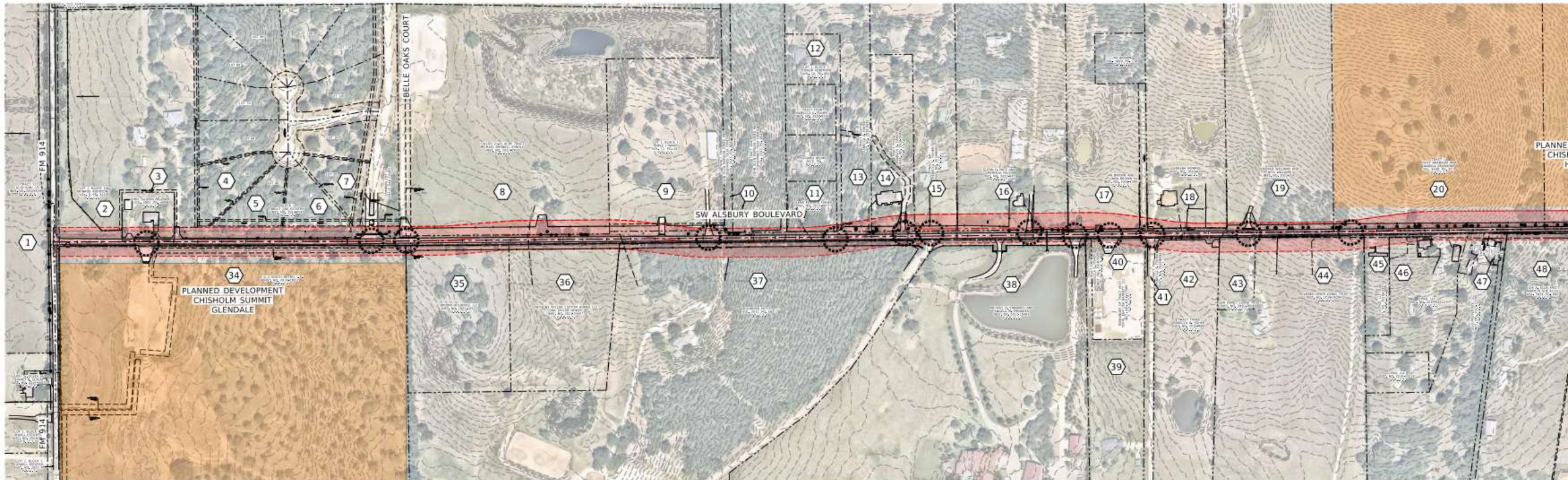
#### Total Project Cost



14 Million  
(Existing Funding  
Design & ROW)

354











# Alsbury Ph. 1B – Candler to Hulen Outside Lanes

From Candler Dr. to Hulen St.

### Project includes:

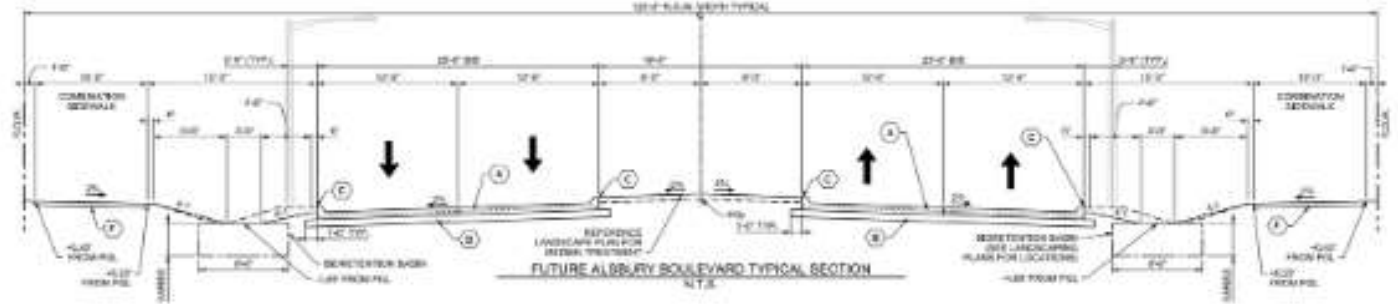
Expanding Alsbury from two lanes to four lanes and adding a 10' shared use path on the north side

### Funding:

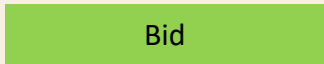
\$3.9 Million City funding (combination of impact fee and Street Bonds)

### Status:

- Bid opening October 3, 2024
- Council consideration at November 4, 2024, meeting
- Agreement with railroad complete



Project Status



Project Progress



Estimated Completion



Summer 2025

Total Project Cost

\$ 3.9 Million

### Project includes:

- Original project: sidewalk improvements and crosswalks along Renfro Street from Johnson Avenue to Wilson Street
- Re-surfacing of Renfro from Wilshire to Johnson and sidewalk NW of SH174

**Funding:** Staff evaluating funding availability  
\$192 Thousand TIF

### Status:

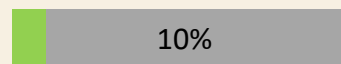
- Project expanded by 2/20 CC to include sidewalk connection north of SH174
- Engineering Services Contract Ongoing



#### Project Status



#### Project Progress



#### Estimated Completion



Summer 2026

#### Total Project Cost

\$ \$192k (Prev. Project Budget)  
+ \$1M (Project Construction)  
= \$1.2 M (Prop. Budget)



**Project includes:**

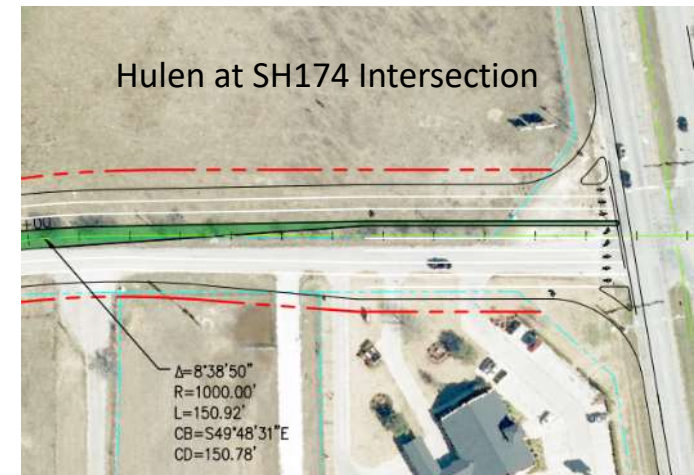
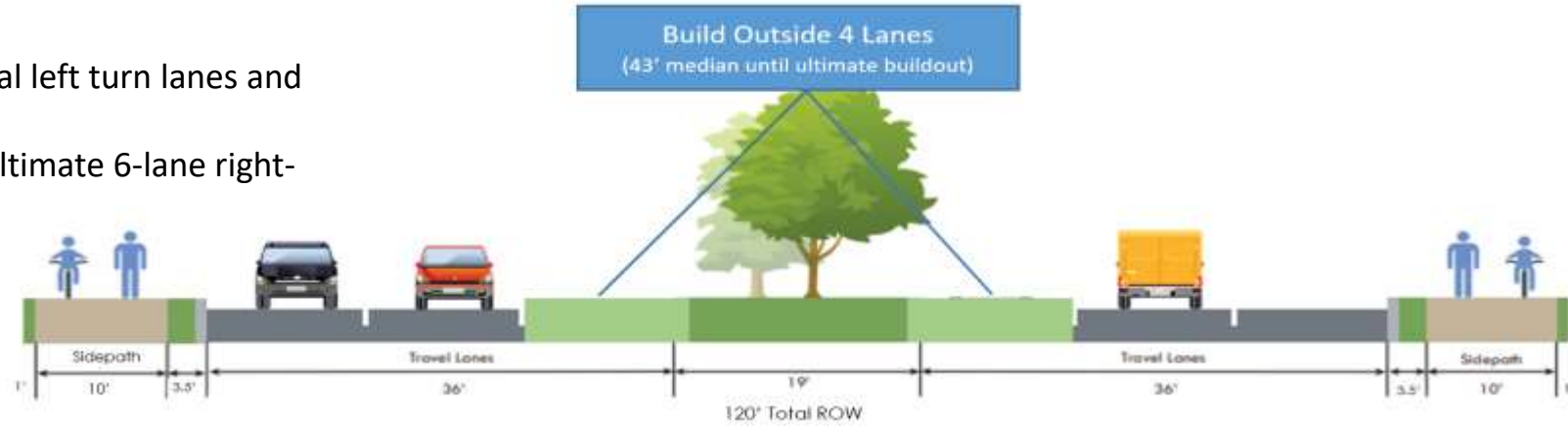
- Three northbound lanes, three southbound lanes, dual left turn lanes and one right-turn lane at SH 174 intersection
- Hulen expansion from two lanes to 4-6 lanes within ultimate 6-lane right-of-way
- 10' shared use path on each side
- 16" waterline and sewer extensions
- Signalization of Candler and Hulen intersection

**Funding:**

- \$15.7 Million Street & Drainage Bond Funds
- \$9.5 Million 2022 GO Bond Funds
- \$3.9 Million Water Bond Funds
- \$880 Thousand Non-Bond Capital
- \$1.5 Million Roadway Impact Fees

**Status:**

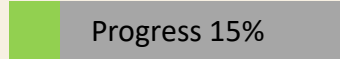
- Public meeting anticipated Winter 2024



Project Status



Project Progress



Estimated Completion



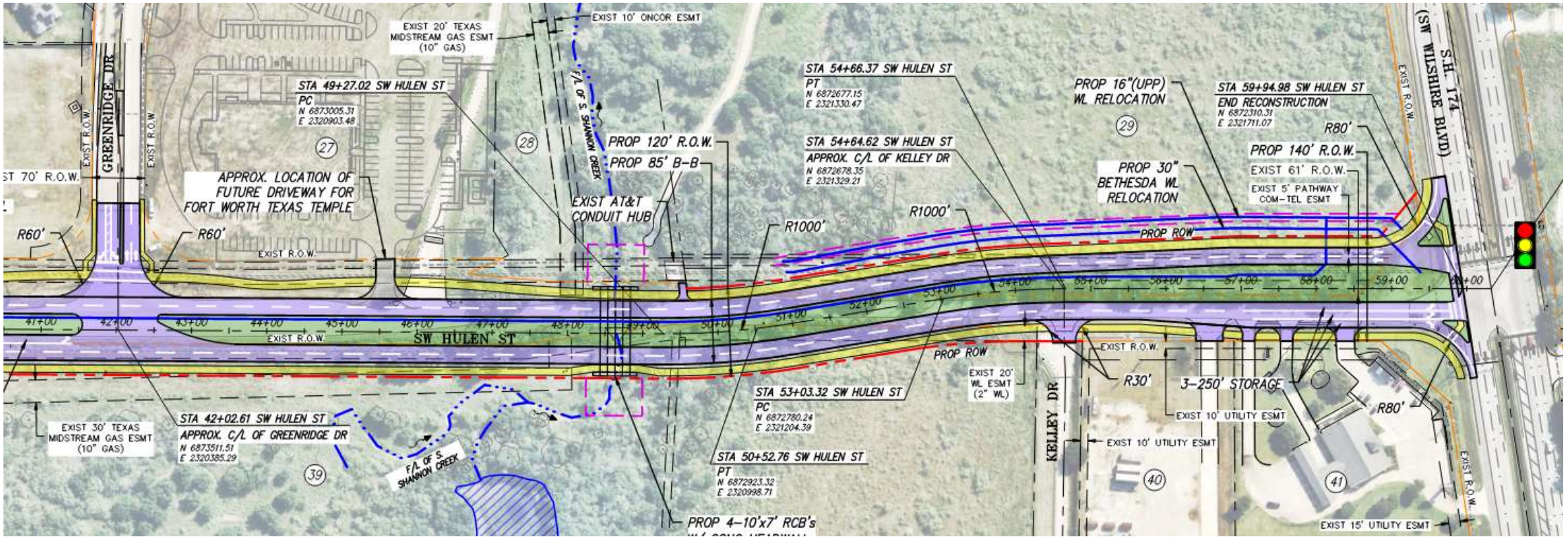
Winter 2028

Total Project Cost



31.48 Million



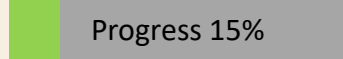


Schematic Design (Hulen St. From SH174 to Greenridge)

Project Status



Project Progress



Estimated Completion



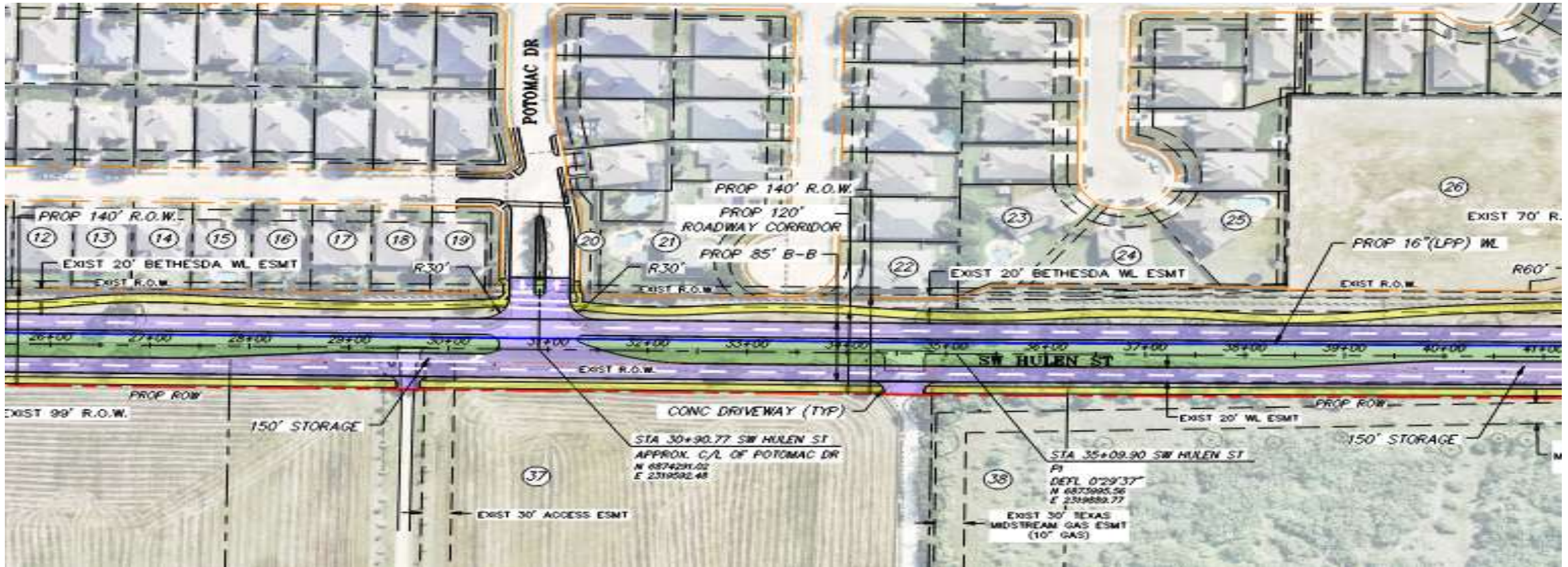
Winter 2028

Total Project Cost



31.48 Million



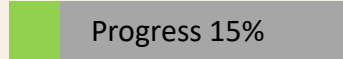


Schematic Design (Hulen St. From Greenridge to West of Potomac)

### Project Status



### Project Progress



### Estimated Completion



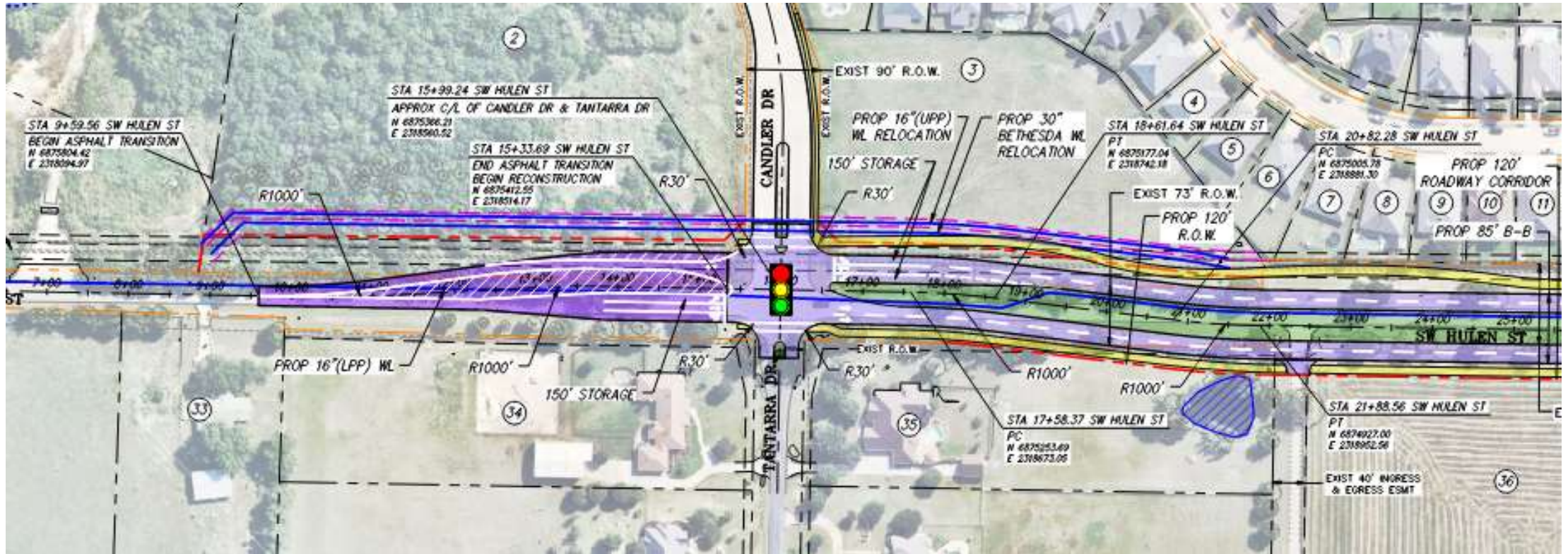
Winter 2028

### Total Project Cost



31.48 Million



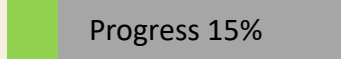


Schematic Design (Hulen St. From West of Potomac to Candler)

Project Status



Project Progress



Estimated Completion



Winter 2028

Total Project Cost



31.48 Million

# Village Creek Parkway Expansion

(Including Tarrant Co. Bond)

## Project includes:

Reconstruction of existing 2-lane undivided asphalt section to 4-lane divided concrete section with median, curb & gutter, storm drainage, street lighting, sidewalk, & 10' shared use trail on east side

## Funding:

- \$3 Million City Funding (Impact Fees & Non-Bond Capital)
- \$2.5 Million Tarrant County Bond (50% match)
- \$500 Thousand Discretionary funds Tarrant County Commission Precinct #1

## Status:

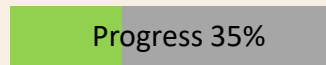
- Design is 90% complete
- ILA amendment approval anticipated October 2024
- Utility relocation coordination and 10' shared use path permitting ongoing
- Design completion anticipated winter 2024 with construction to begin late spring 2025



### Project Status



### Project Progress

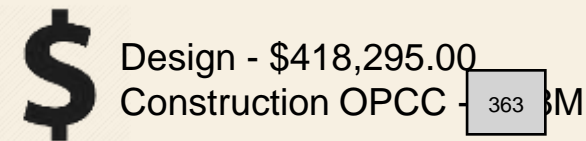


### Estimated Completion



Spring 2026

### Total Project Cost





# Neighborhood Street Rebuilds FY23

## Project includes:

- Pavement repair by various methods based on condition of existing street pavement
- Various streets identified in 2022 GO Bond, a portion of which will be completed each year

## Funding:

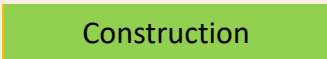
- \$2.9 Million Water and Sewer Bond Funds
- \$300 Thousand Street and Drainage Bonds

## Status:

- Staff has identified streets from 2022 GO Bond list (pink) as well as additional neighboring streets in poor condition (red)
- Sanitary sewer beneath most of the streets is also in need of replacement, will leverage sewer rehab funds to extend project impact (sidewalk repairs also being evaluated)



### Project Status



### Project Progress



### Estimated Completion



Spring 2025

### Total Project Cost

\$ 3.2 Million



# Sidewalk Program FY23 (Pleasant Manor)

### Project includes:

- 6' wide sidewalk within existing right-of-way between Crossroads Learning Center and Metroplex Family Church
- Heritage Village Trail pedestrian bridge to Lynnewood Ave.

### Funding:

- \$125 Thousand 2022 GO Bond Funds

### Status:

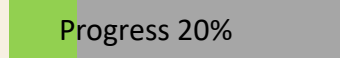
- In-house design on going



#### Project Status



#### Project Progress



#### Estimated Completion



Spring 2025

#### Total Project Cost



125 thousand

### Project includes:

- Design & construction for an additional 4 and 5 foot-wide sidewalk on Elk Drive and an additional 10-foot wide trail on Hillside Drive
- Also includes intersection enhancements to improve mobility at Elk and Hillside & Hillside and FM731 and intersection improvements at FM731

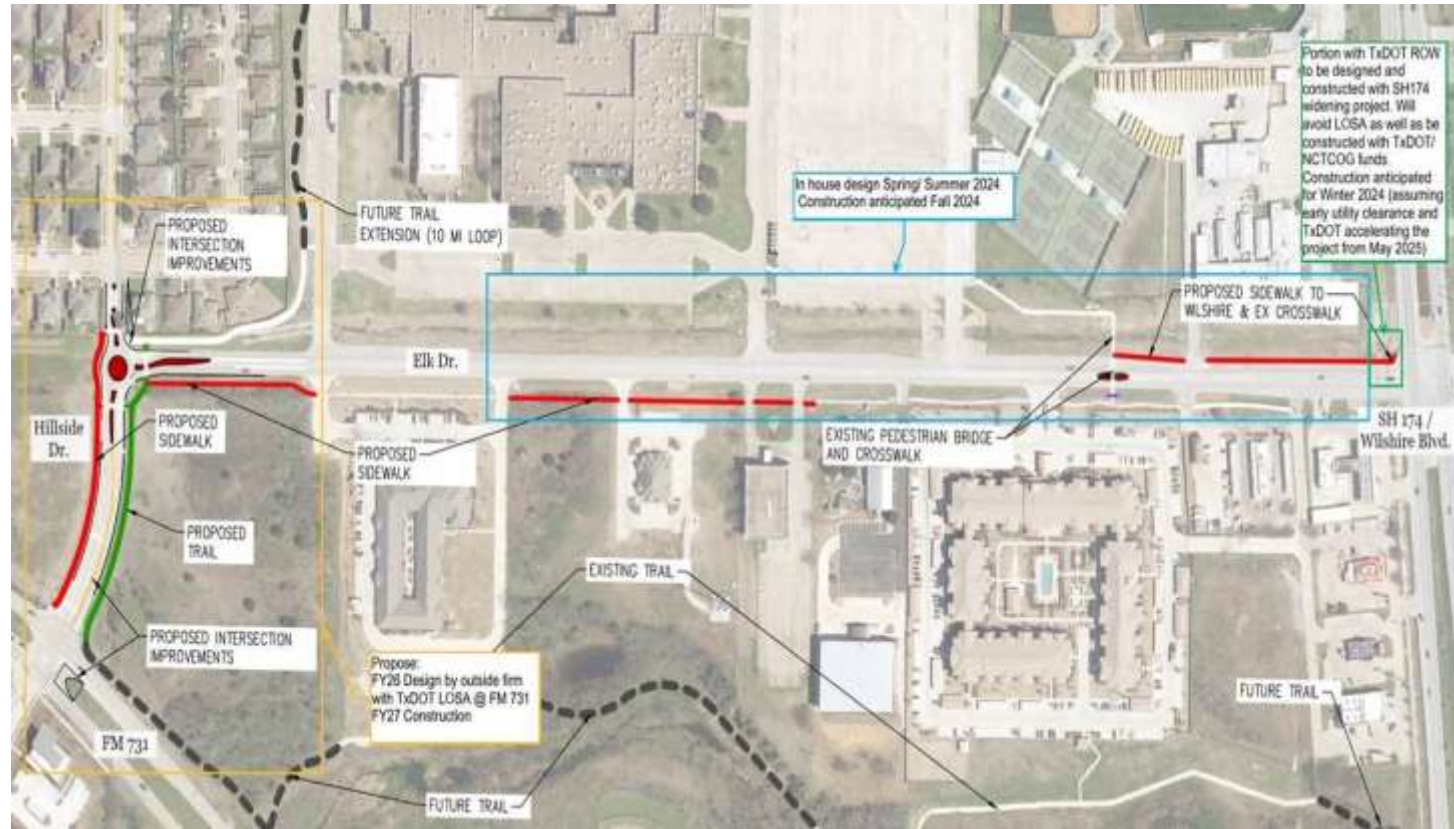
### Funding:

- \$1.036 Million 2022 GO Bond

### Status:

Project has been split into 3 components:

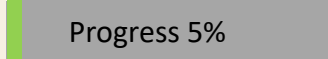
- Elk sidewalk within SH174 widening project
- Elk sidewalk from high school to Wilshire under design
- Remaining Elk, Hillside, and FM731 work planned for FY26/27



#### Project Status



#### Project Progress



#### Estimated Completion



Southern Elk- Spring 2025  
 Elk, Hillside, FM731-  
 Spring 2027

#### Total Project Cost



1.036 Million

# Traffic Signal Improvements (ITS) SH174 SH174 & City Wide

### Project includes:

Signal Infrastructure Upgrades, Traffic Management Center, and CCTV Cameras

### Funding:

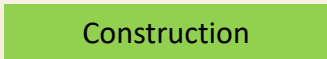
- \$2 Million City funding (GO Bond Funds)
- \$1.5 Million Street Bonds

### Status:

- Council approved July 2024
- Construction on-going



Project Status



Project Progress



Estimated Completion



Summer 2025

Total Project Cost



3.6 Million



### Project includes:

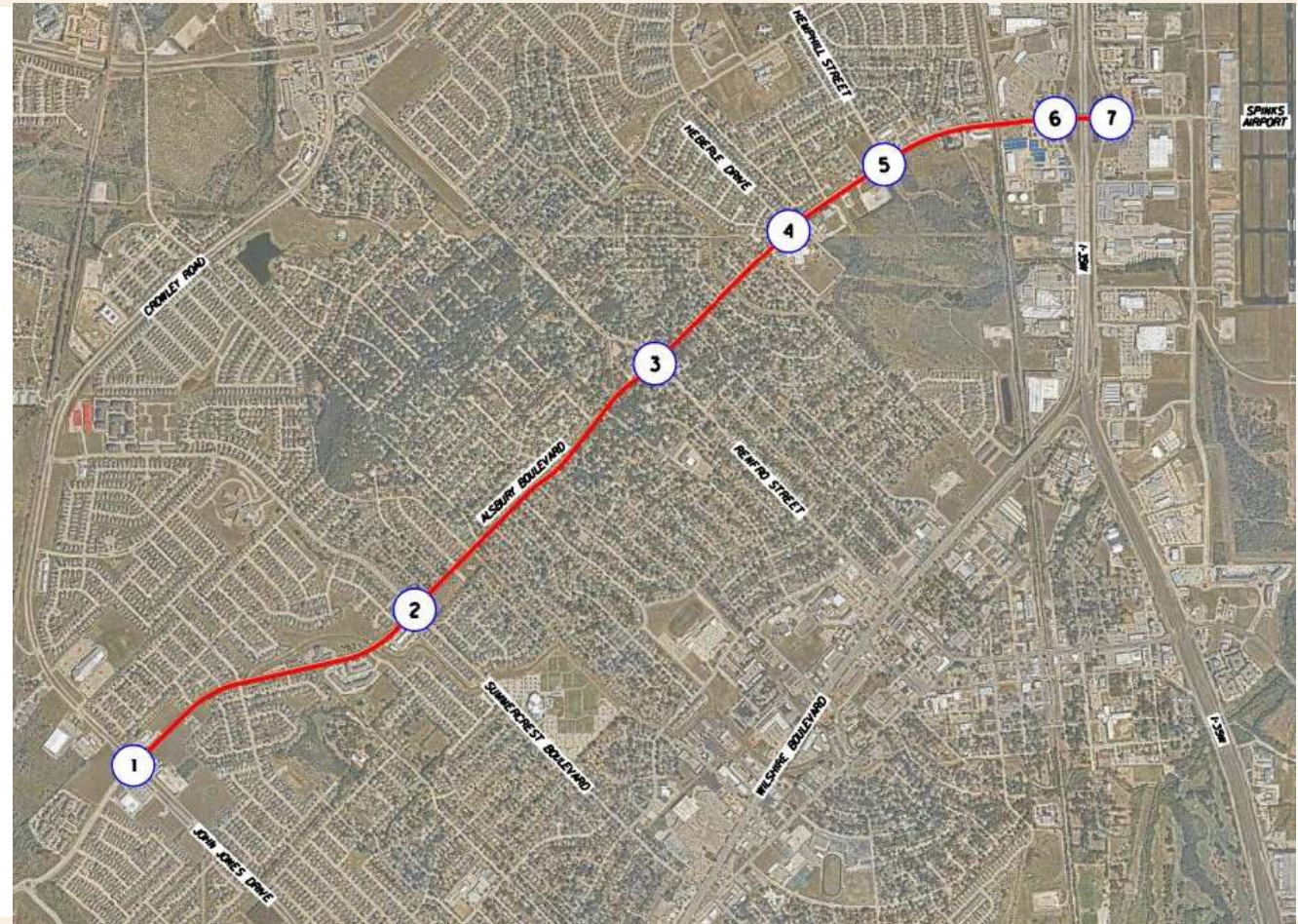
Signal Infrastructure Upgrades and CCTV Cameras at 7 intersections along Alsbury Blvd. (John Jones (FM731), Summercrest Blvd., Renfro St., Heberle St., Hemphill St., and both I-35 signals)

### Funding:

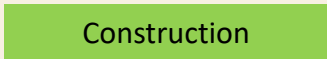
- \$93 Thousand City Funding (GO Bond Funds)
- \$743 Thousand TxDOT G-Match HSIP Grant to cover 80% of project

### Status:

- TxDOT Pre-Construction meeting held April 3<sup>rd</sup>
- Anticipate TxDOT construction to begin October 2024



#### Project Status



#### Project Progress



#### Estimated Completion



Winter 2024

#### Total Project Cost



836 Thousand

# Traffic Signal – Hidden Creek & Gardens

### Project includes:

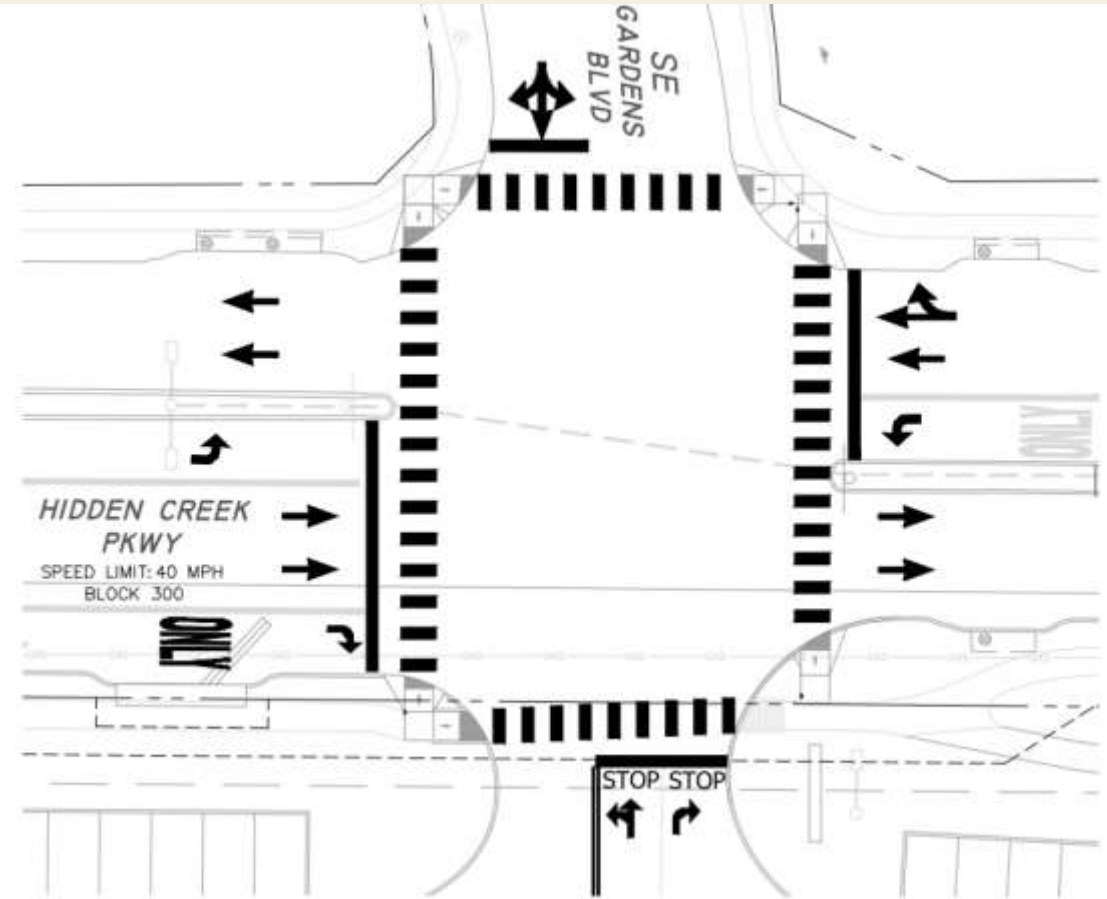
This project will design and install a traffic signal at the intersection of Hidden Creek Parkway and SE Gardens Blvd

### Funding:

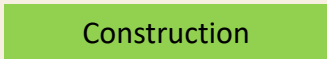
- \$50 Thousand Non-Bond Capital
- \$550 Thousand Street and Drainage Bonds

### Status:

- Design completed in November 2023
- Construction contract awarded and contractor is procuring materials
- Construction will start in September 2024



Project Status



Project Progress



Estimated Completion



Winter 2024

Total Project Cost



600 Thousand



# Industrial Pump Station Exp. & Alsbury Pump Station Decommissioning

### Project includes:

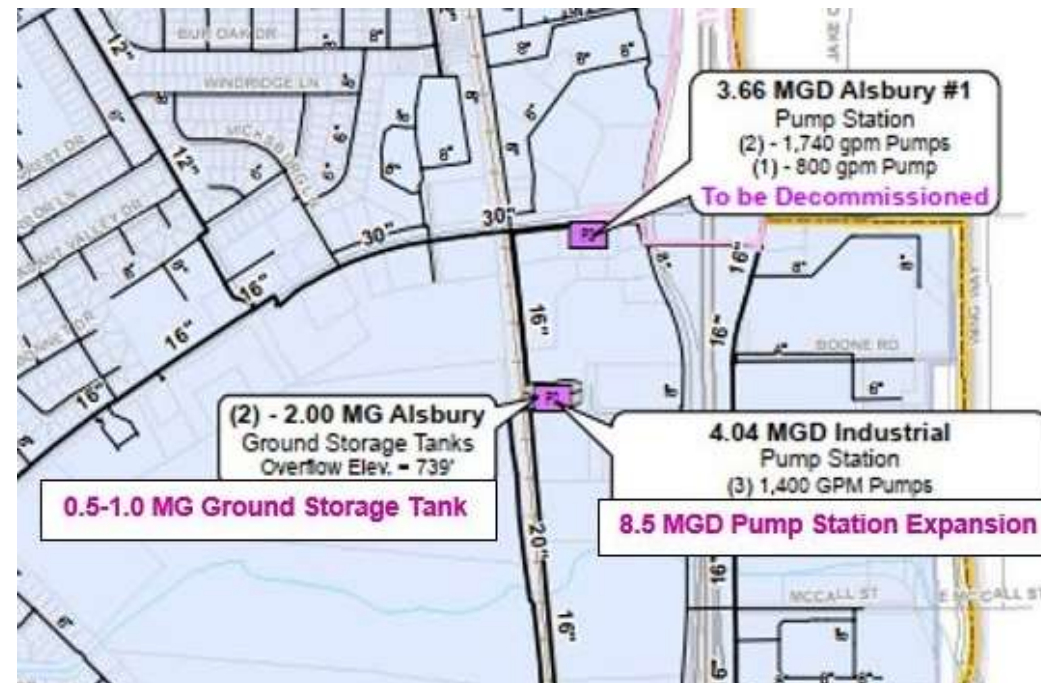
- Expansion of the Industrial Pump Station to serve the Lower Pressure Plane
- Decommissioning the Alsbury #1 Pump Station
- New 1.0 MG Ground Storage Tank

### Funding:

\$17.6 Million Water Bond Funds

### Status:

- Preliminary design underway (90%)
- Right-of-Way / Property acquisition underway



### Project Status

Design

### Project Progress

Progress 25%

### Estimated Completion



Spring 2026

### Total Project Cost



17.6 million



### Project includes:

- Construction of a 12" water line from the existing 12" water line on Fairway View Drive to the future Mountain Valley Ph 3
- Improve looping and available fire flow to Upper Pressure Plane
- Eliminate a 12" dead end line

### Funding:

- \$930 Thousand Water Bonds Funds

### Status:

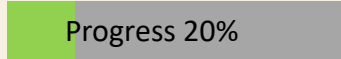
- Preliminary design underway (90%)
- Right-of-Way / Property acquisition underway



#### Project Status



#### Project Progress



#### Estimated Completion



Fall 2025

#### Total Project Cost



930 Thousand

### Project includes:

Design and construction of a 24" water pipeline to increase the City's water volume on east side entry-point from 2MGD to 13MGD

### Funding:

\$16.3 million in water and sewer bonds

### Status:

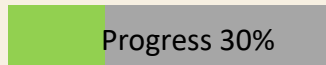
- 60% plans received in August 2024 and is currently under review



#### Project Status



#### Project Progress



#### Estimated Completion



Winter 2025

#### Total Project Cost



16.3 million

# 8" Village Creek and 8" CR715 Looping

### Project includes:

Design and construction of three waterlines to improve water reliability

### Funding:

\$1.4 million in water and sewer bonds

### Status:

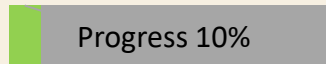
- Proposal received from Consultant
- Coordinating with Developer of High Country Phase 2



#### Project Status



#### Project Progress



#### Estimated Completion



Winter 2025

#### Total Project Cost



1.4 million



# WA2405 Summercrest Rehabilitation

## Project includes:

- Reconstruction of Summercrest pavement from BRiCK to Hillside with concrete pavement.
- Reconstruction of water and sewer facilities

## Funding:

Water and Sewer Bond Funds  
Street Bonds

## Status:

- Under design by city staff.
- Anticipate construction during winter months 2024/2025



### Project Status

Design

### Project Progress

Progress 10%

### Estimated Completion



Spring 2025

### Total Project Cost



TBD

# Trunk Relief Sewer Line (Town Creek Basin Parallel)

### Project includes:

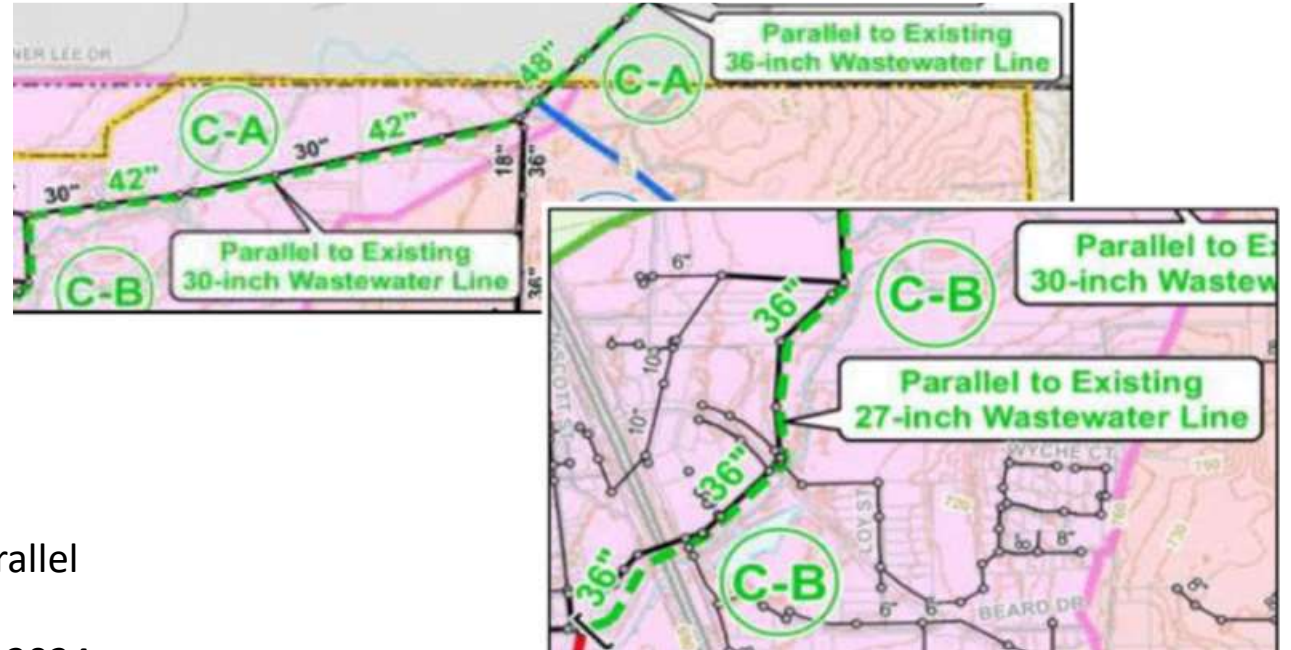
Design and construction of a 36"-48" parallel sanitary sewer pipeline along Village Creek.

### Funding:

\$22 Million Sewer Bond Funds

### Status:

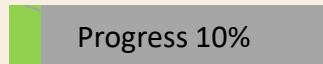
- Preliminary design report received from consultant
- City staff directs the consultant to move to the Alternate 1-Parallel Interceptor for the design
- Coordination meeting with City of Fort Worth planned for Fall 2024



#### Project Status



#### Project Progress



#### Estimated Completion



Fall 2027

#### Total Project Cost



22 million

### Project includes:

Rehabilitation of existing lift station including SCADA, emergency power, bypass, and other upgrades

### Funding:

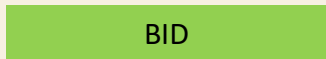
\$930 Thousand Sewer Bond Funds

### Status:

Project being rebid due to cost above budget.



#### Project Status



#### Project Progress



#### Estimated Completion



Summer 2025

#### Total Project Cost



930 Thousand



# WW2390 Water & Sewer Line Rehabilitation FY23

## Project includes:

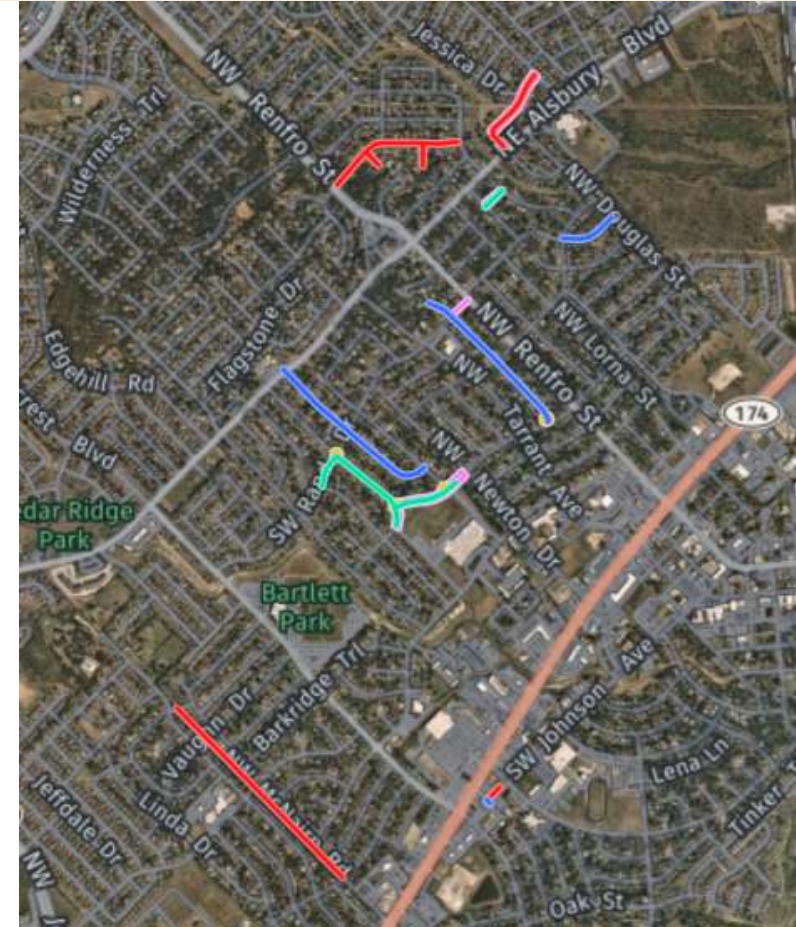
- Replacement of main water and sanitary sewer lines beneath streets with pavement repair by various methods for the full width of the street
- Selected streets with water and sewer rehab elements for single construction contract
  - SW Rand Dr.
  - NW Ann Lois Ln.
  - SW Murphy Rd.
  - NW Barbara Ln.
  - NW Chisholm St.
  - Chisholm Ct.
  - NE Michael Dr.
  - NW James Cir.
  - NE Timber Ridge Dr.
  - Forest Ct.
  - Short St.
  - SW Johnson Ave.  
(sewer crossing only)

## Funding:

\$6.6 Million Sewer Bond Funds

## Status:

Construction began early June 2024 with location around Hughes Middle School as the first priority to be completed during BISD summer break



### Project Status

Construction

### Project Progress



### Estimated Completion



Spring 2025

### Total Project Cost

\$ 6.6 Million

**Project includes:**

Design and construction of an erosion control measure and raise SE Tarrant Street to be closed less during rain events.

**Funding:**

\$1.1 million in water and sewer bonds

**Status:**

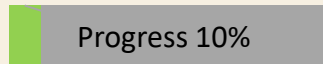
- Preliminary hydraulic findings report received from consultant and under review
- Environmental study received from consultant and under review



Project Status



Project Progress



Estimated Completion



Summer 2025

Total Project Cost



1.1 million

# Questions Comments

**Eric Oscarson**  
Deputy City Manager  
[eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)

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**City Council Regular Meeting**

**DEPARTMENT:** City Manager's Office  
**FROM:** Janalea Hembree, Assistant to the City Manager  
**MEETING:** September 23, 2024

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**SUBJECT:**

Receive a report, hold a discussion, and provide direction regarding the Pavement Management Program and Pavement Maintenance Scenarios. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

**SUMMARY:**

Staff will present an update to the asset management program and completed pavement assessment, including potential maintenance and rebuilding strategies. The council's feedback is sought to assist in developing a pavement maintenance schedule for FY 24/25.

**RECOMMENDATION:**

N/A

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

March 20, 2023, Council approved a proposal to conduct pavement assessment with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments

March 4, 2024, Council adopted City Council Policy 43, City of Burleson Asset Management Policy and Corporate Risk Matrix.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Janalea Hembree  
Assistant to the City Manager  
jhembree@burlesontx.com  
817.426.9299

# Asset Management Pavement Improvement Program

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JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

FREESE & NICHOLS

SEPTEMBER 23, 2024



# OUTLINE

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- Asset Management
- Council Policy 43
- Pavement Condition Assessment
- Criticality Assessment
- Pavement Management Plan
- Maintenance and Capital Improvement Activities
- Scenario Outline
- Next Steps



# ASSET MANAGEMENT

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## DEFINITION

A strategy used to meet a required level of service, in the most cost-effective manner, by managing assets for present and future customers.

## WORKING MODEL

Predictive modeling, risk management, and optimized decision-making techniques to establish asset lifecycle treatment options and related long-term cash flow predictions.

## COMPONENTS

Overall asset management typically includes an asset management policy, objectives, strategy, and planning.

# COUNCIL POLICY 43

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## POLICY

City of Burleson Asset Management Policy

Adopted March 2024

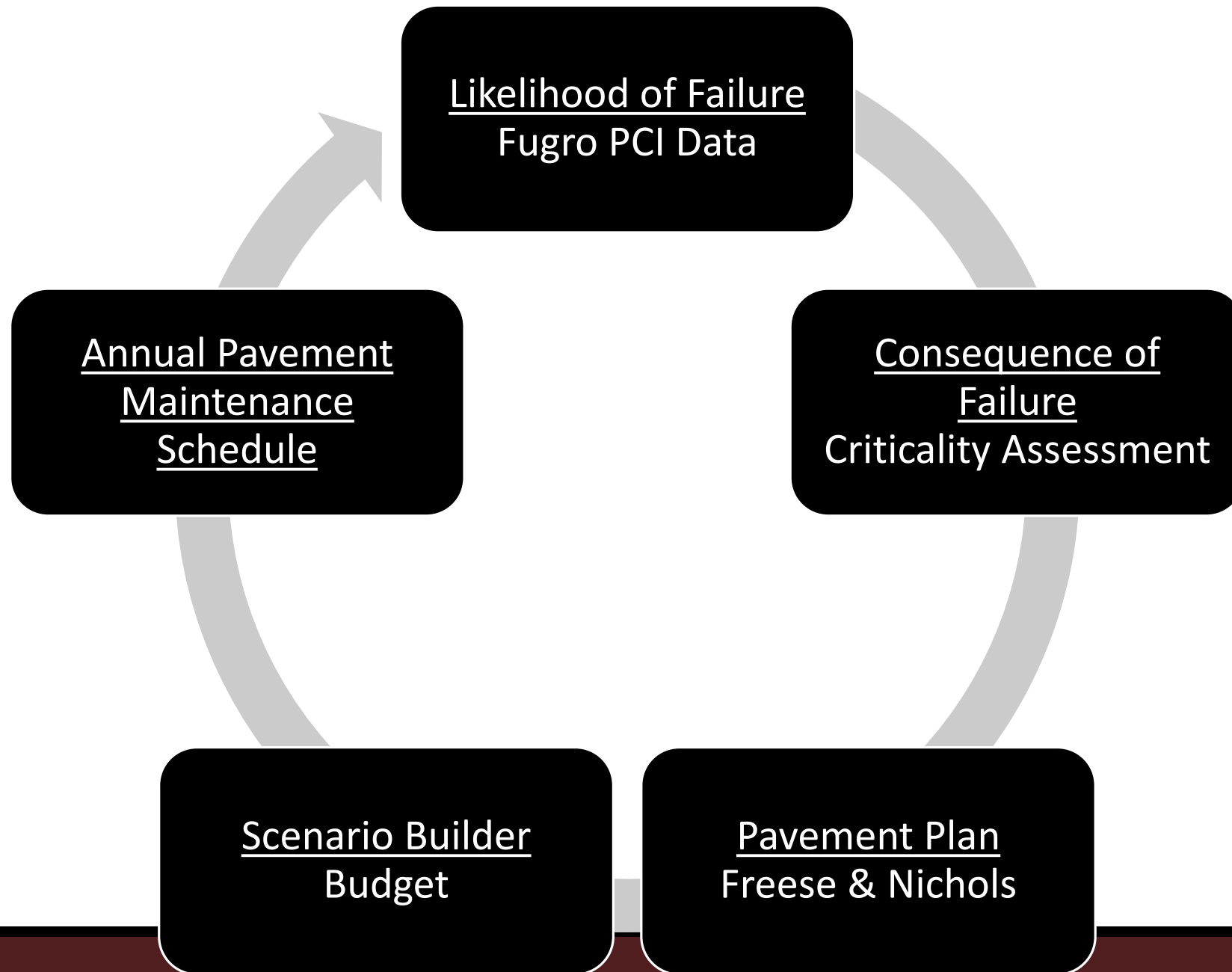
Policy outlines the City's approach to maintaining, preserving, and enhancing its assets.

## PURPOSE

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City's infrastructure assets. This policy will inform the City's approach to maintaining, preserving, and enhancing its assets.

## COMMITMENT

Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain service levels.



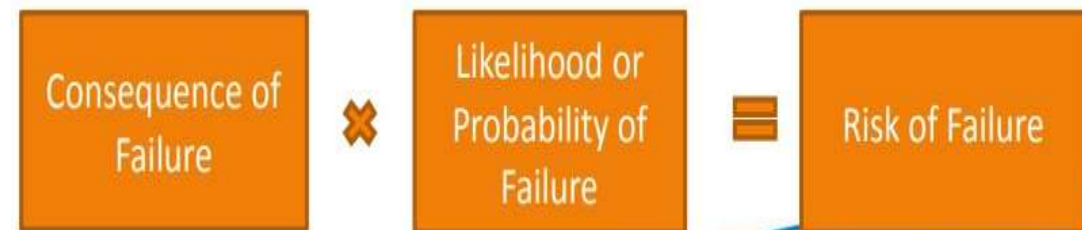
# ASSET EVALUATION

**CONSEQUENCE OF FAILURE:** Consequences in safety, economy, and environment that is evaluated as the outcomes of a failure based on the assumptions that such a failure will occur.

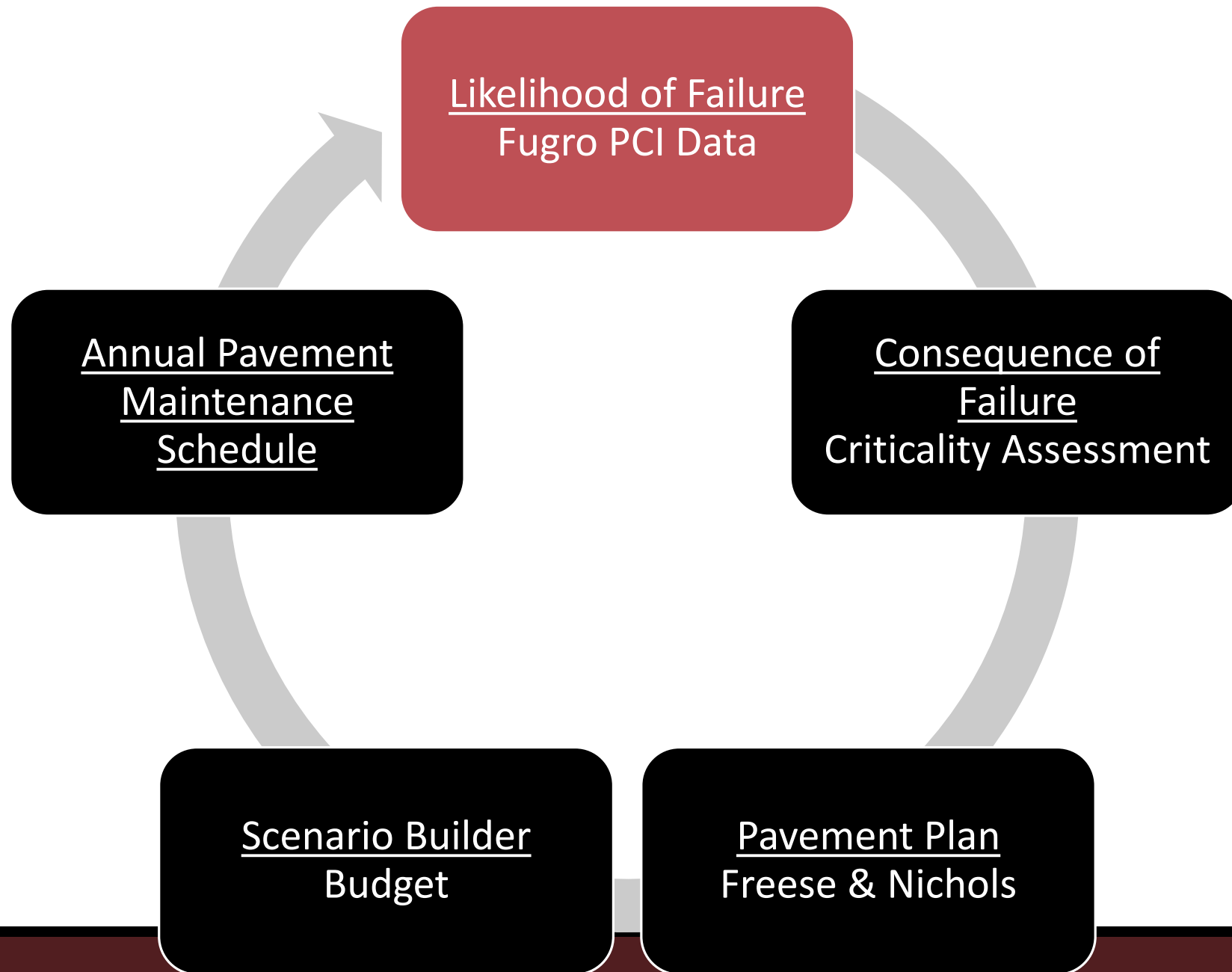
**PROBABILITY OF FAILURE:** Likelihood that an asset will fail at a given time and an important part of effective risk analyses.

**RISK MATRIX:** The Consequence of Failure (CoF), calculated together with the Probability of Failure (PoF), helps establish the risk level for a particular piece of equipment and set inspection intervals based on the calculated risk.

		Impact →				
		Negligible	Minor	Moderate	Significant	Severe
Likelihood ↑	Very Likely	Low Med	Medium	Med Hi	High	High
	Likely	Low	Low Med	Medium	Med Hi	High
	Possible	Low	Low Med	Medium	Med Hi	Med Hi
	Unlikely	Low	Low Med	Low Med	Medium	Med Hi
	Very Unlikely	Low	Low	Low Med	Medium	Medium



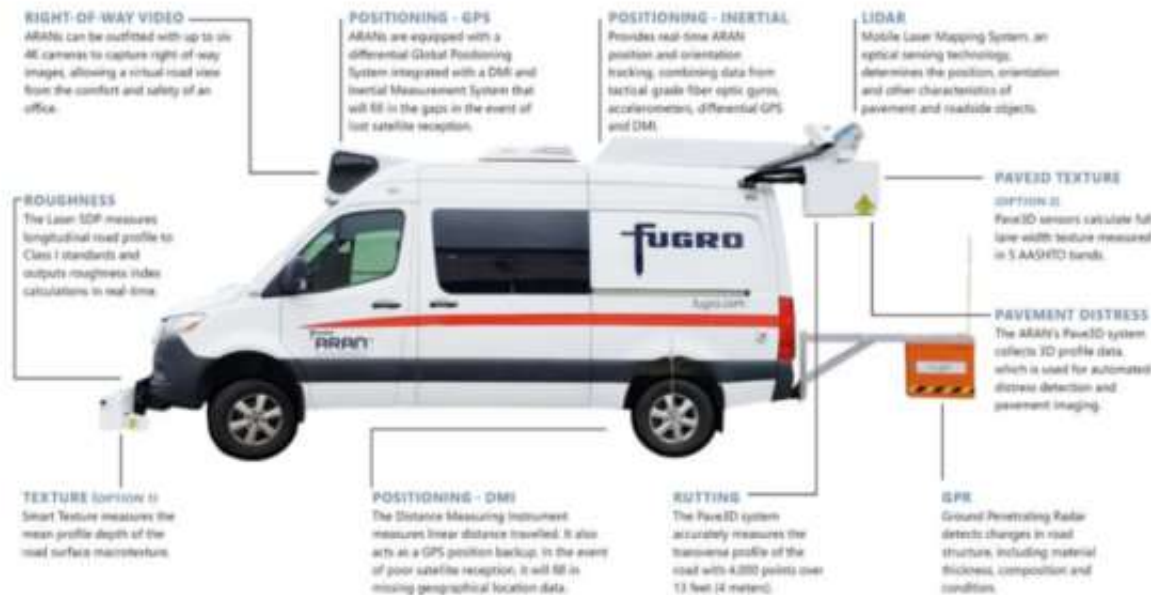




# CONDITION ASSESSMENT

Pavement Condition Data Collect  
mid 2023

Approximately 567 lane miles of  
roadway



Automated collection of  
roadways surface defects and  
distresses which include  
cracking, potholes, rutting,  
weathering, and road roughness

\*Some ETJ roads were not included in the initial collection and are still being assessed.

# PAVEMENT PCI SCORES

<b>Excellent</b>	<b>91-100</b>
<b>Very Good</b>	<b>81-90</b>
<b>Good</b>	<b>71-80</b>
<b>Fair</b>	<b>51-70</b>
<b>Poor / Failed</b>	<b>0-50</b>

**Surface Treatment**

**Rehabilitation Maintenance**

**Reconstruction (Bond-eligible)**



# CONDITION ASSESSMENT



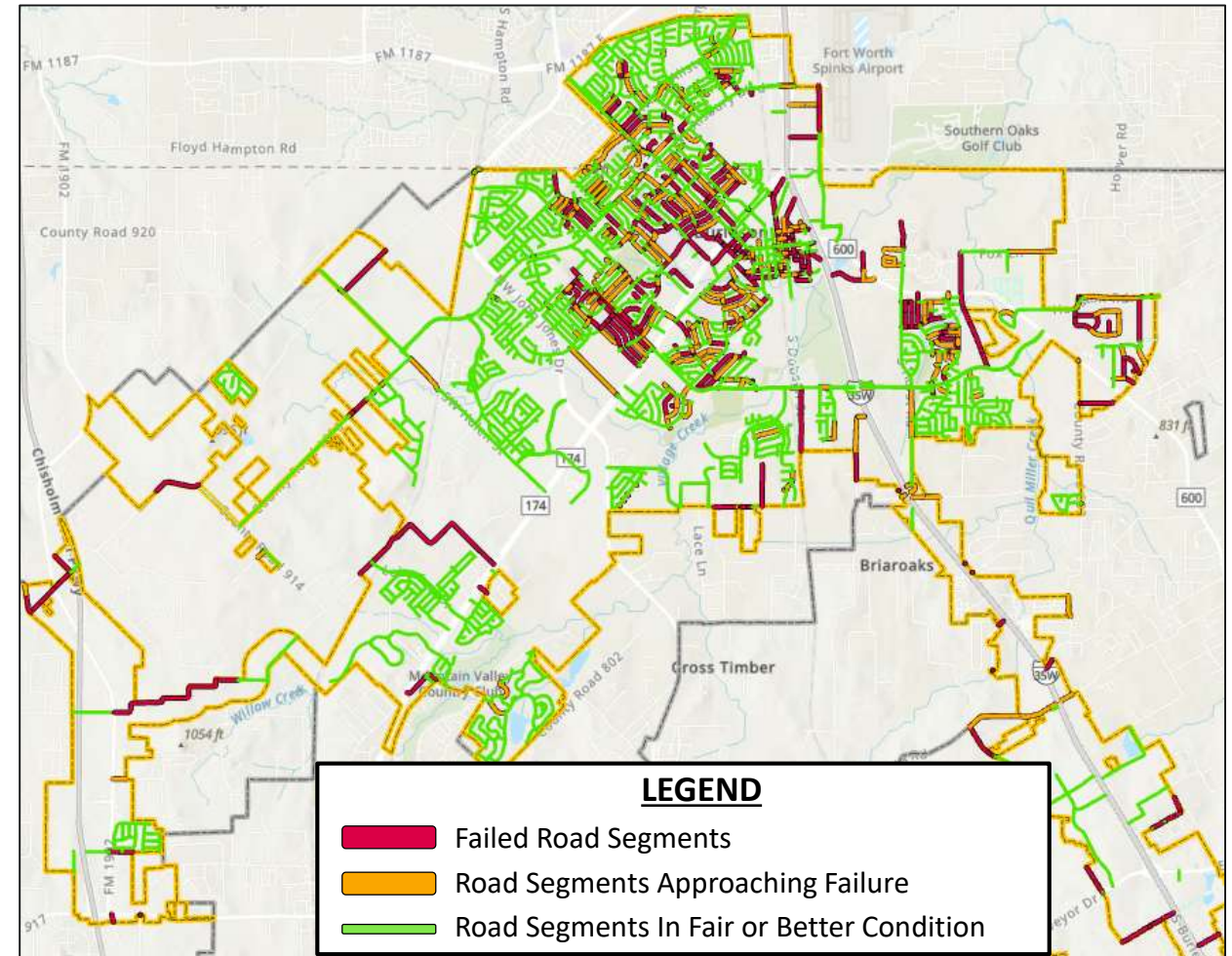
Overall Network OCI	Group	Description	OCI
69	Pavement Type	Asphalt	51
		Concrete	83
	Functional Class	Arterial	71
		Collector	65
		Local	68

\*Some ETJ roads were not included in the initial collection and are still being assessed.



# CONDITION ASSESSMENT

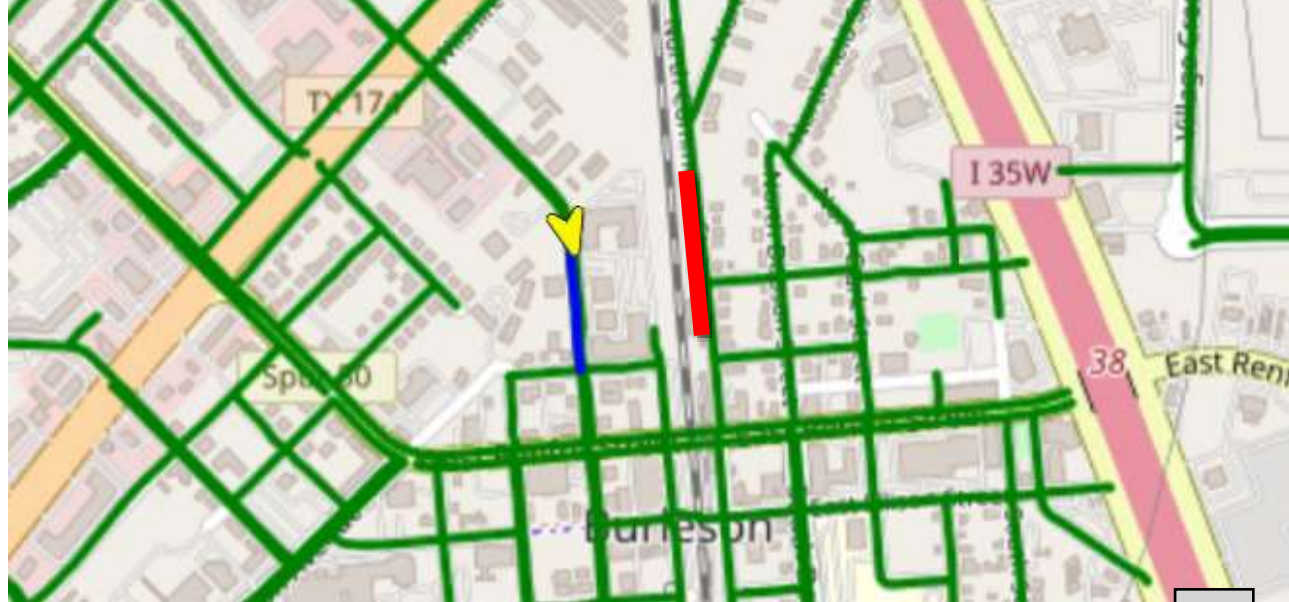
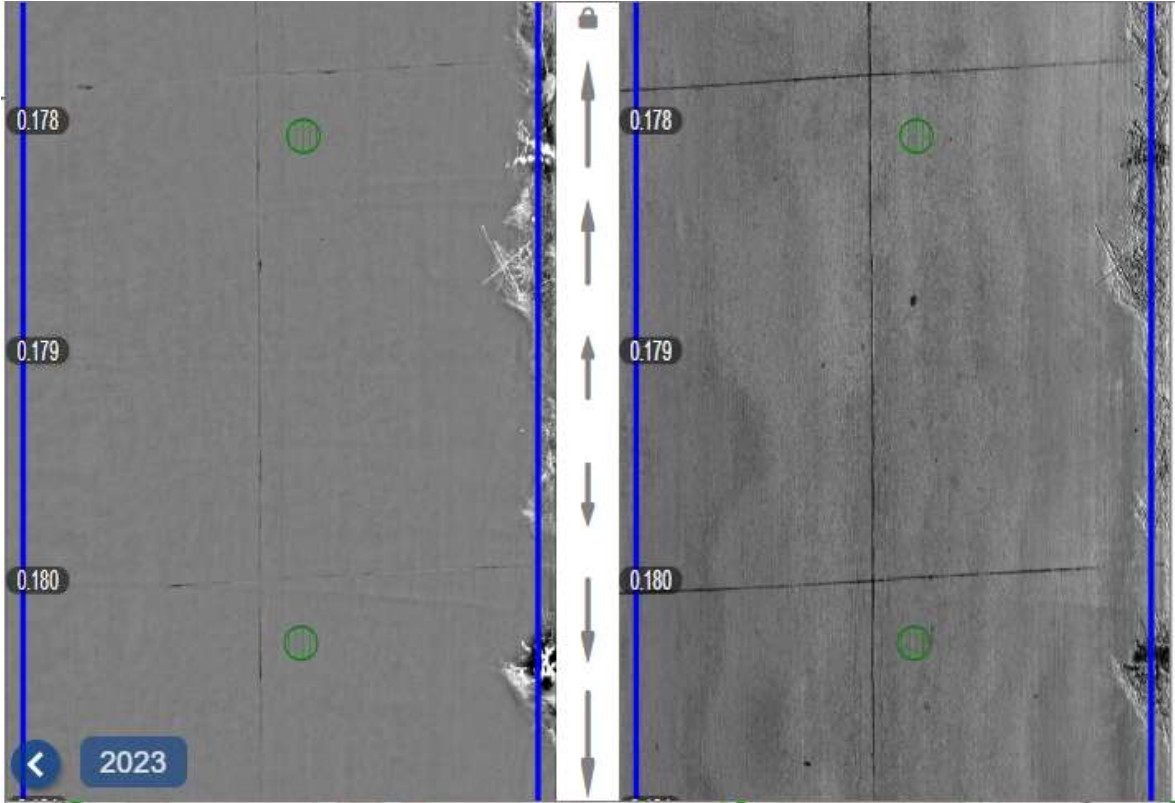
- Based on the Condition Assessment approximately:
  - 73% of the roads are in Good or better condition
  - 13% of the roads are approaching a Failed Condition
  - 14% of the roads are in a Failed Condition



\*Some ETJ roads were not included in the initial collection and are still being assessed.



# Excellent (91-100)



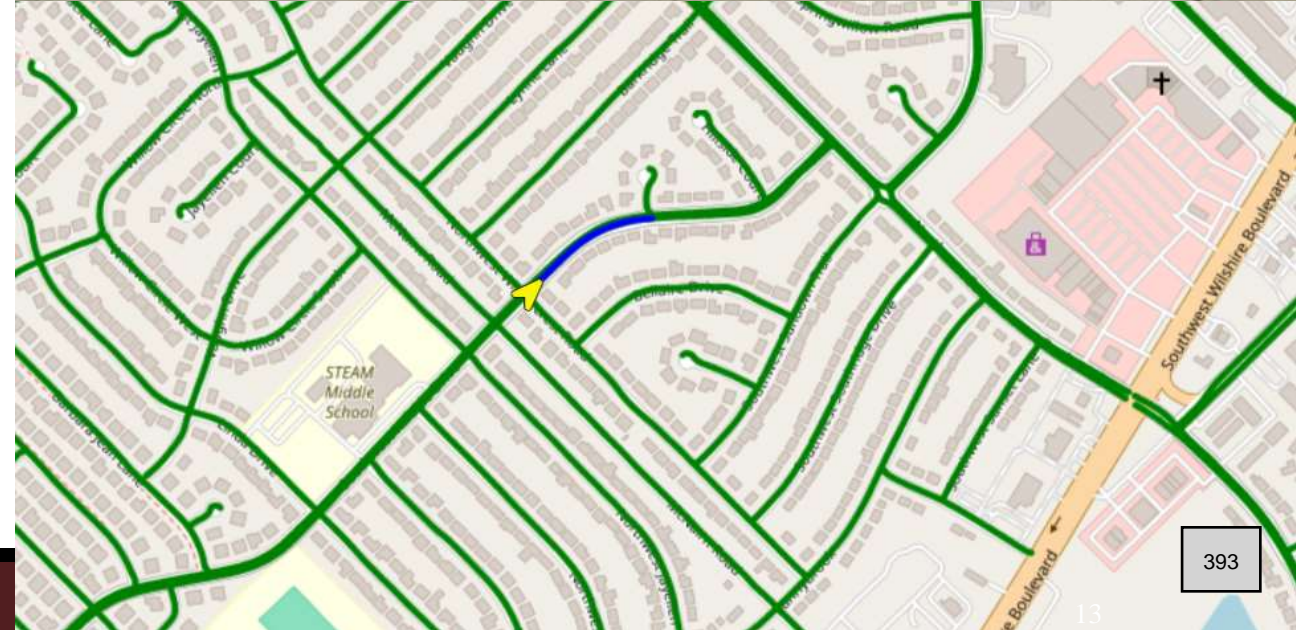
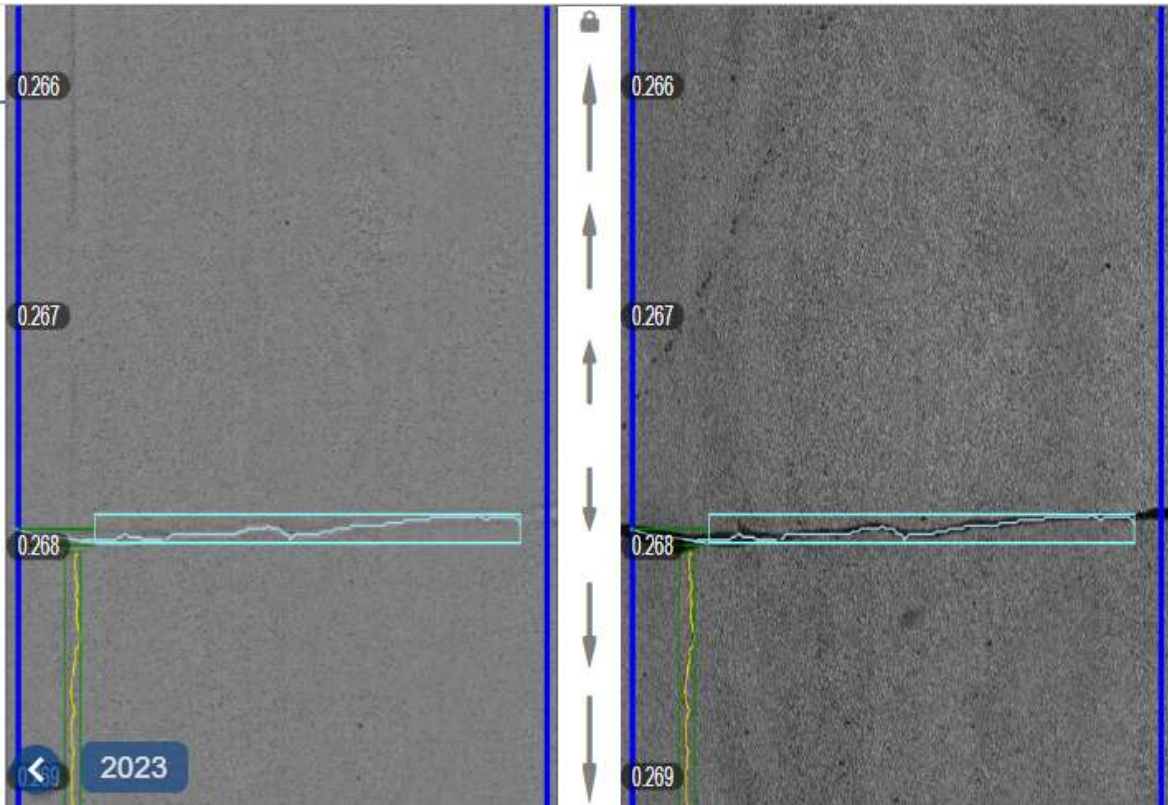
N Wilson  
Street

Collected OCI:  
92.6

Classification:



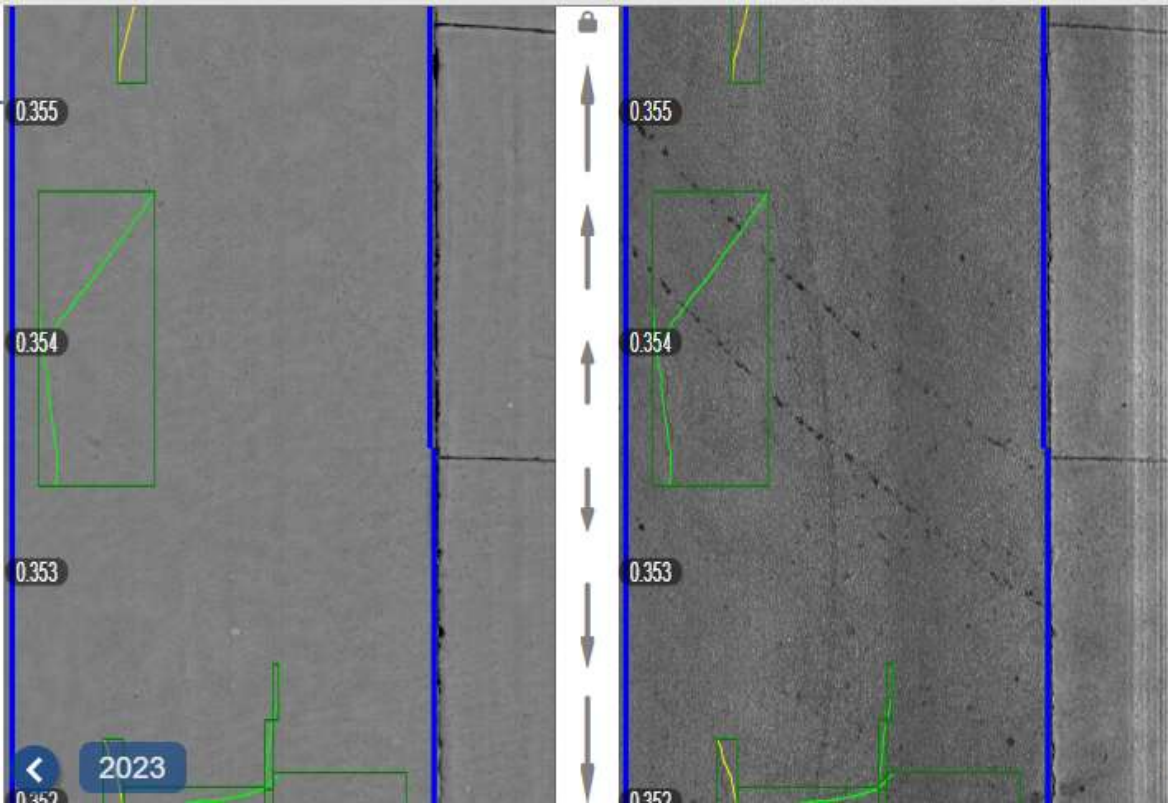
Very Good (81-90)



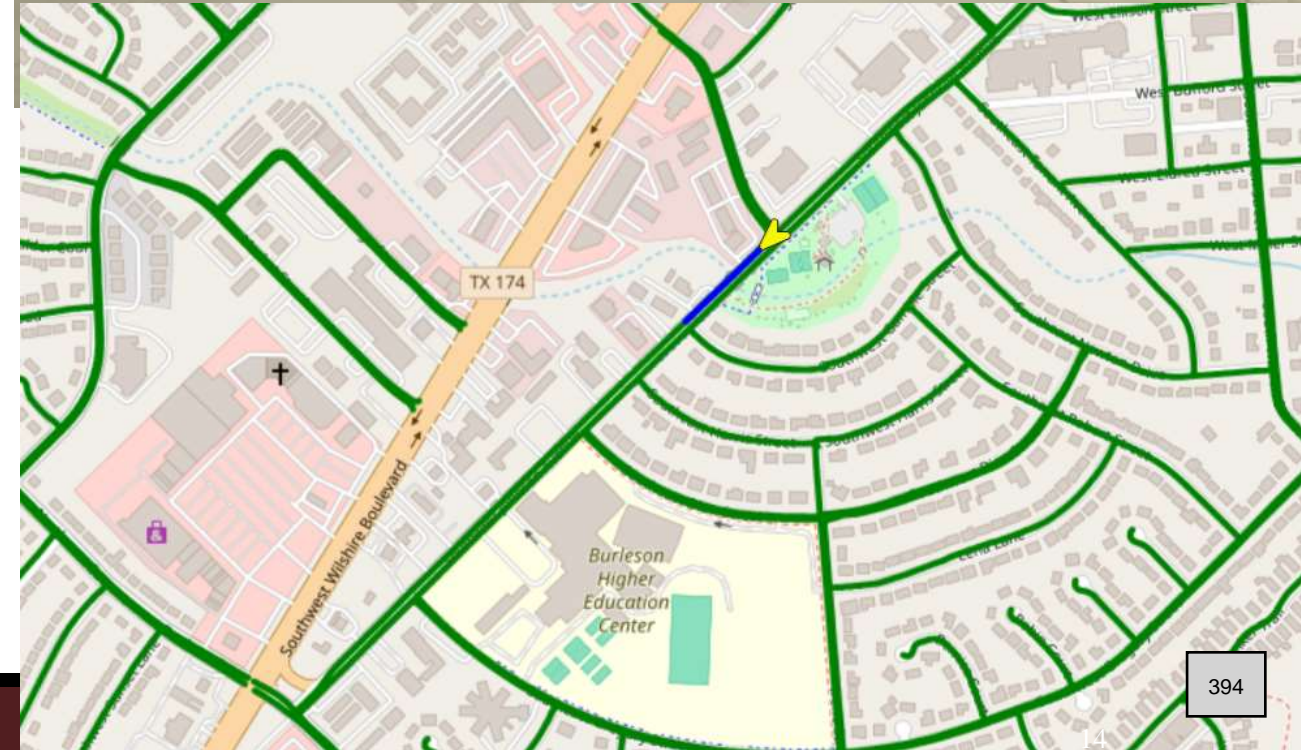
SW Hillside  
Collected OCI: 87.1  
Classification: Asphalt



Good (71-80)

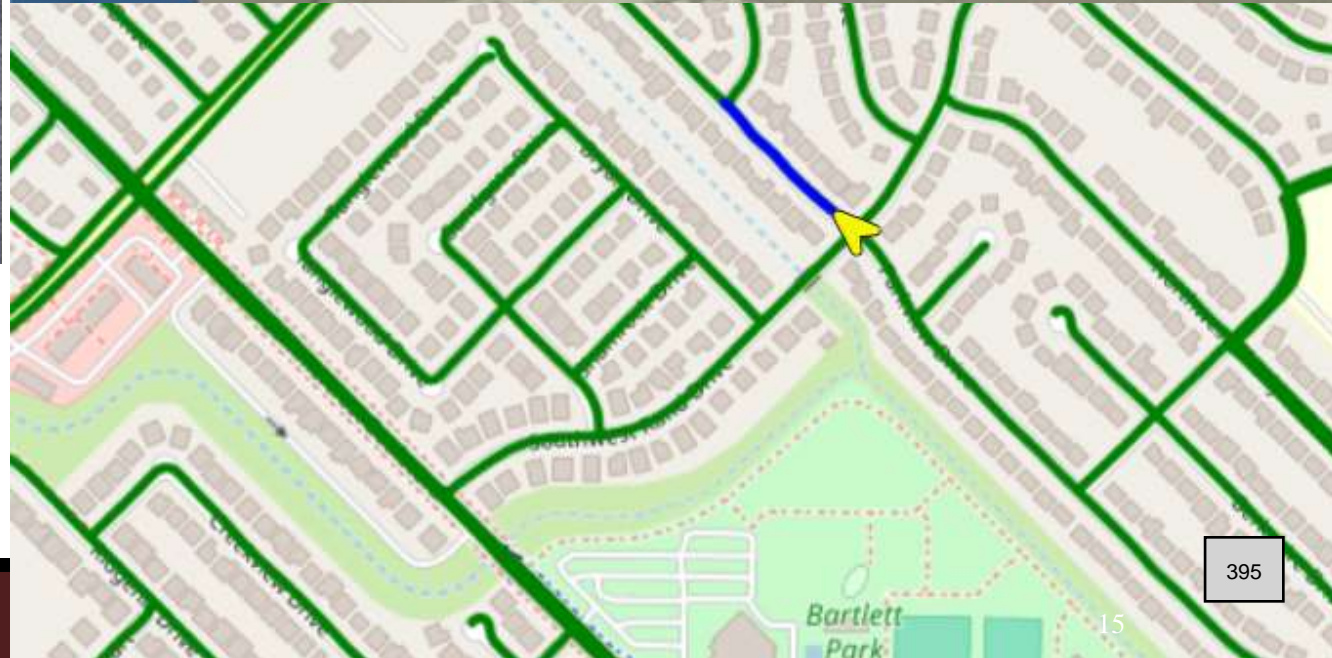
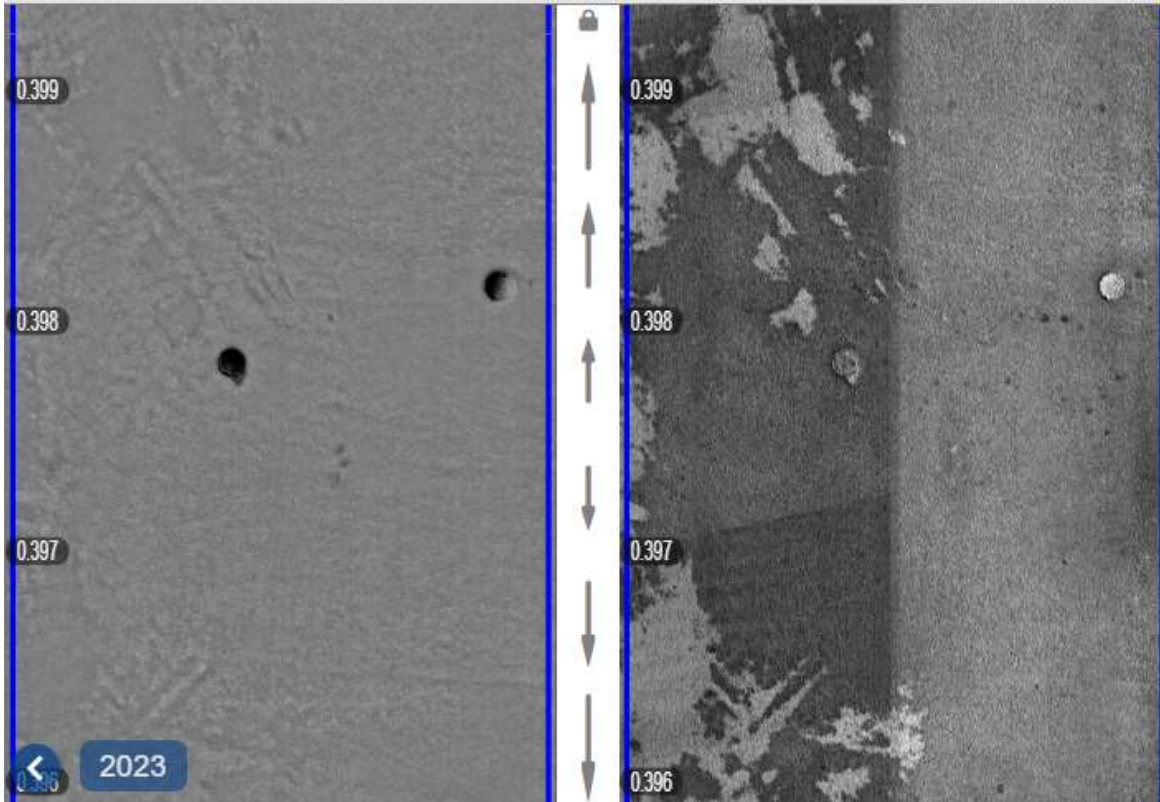


SW Johnson Ave  
Collected OCI: 74.53  
Classification: Asphalt





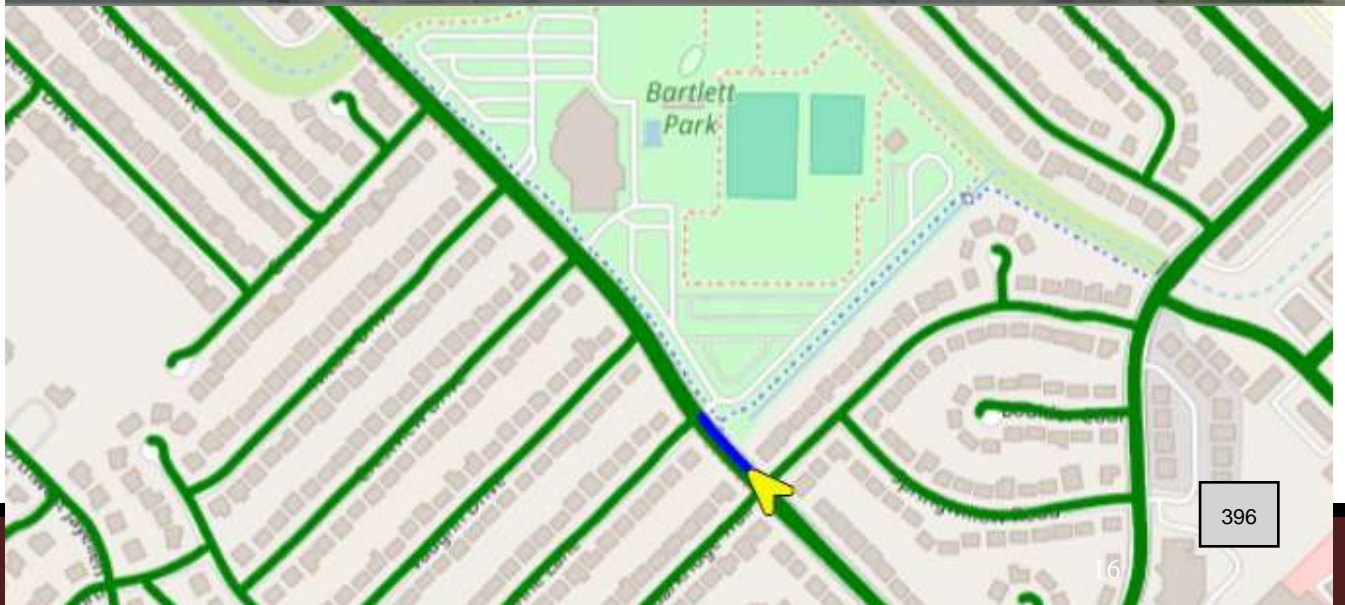
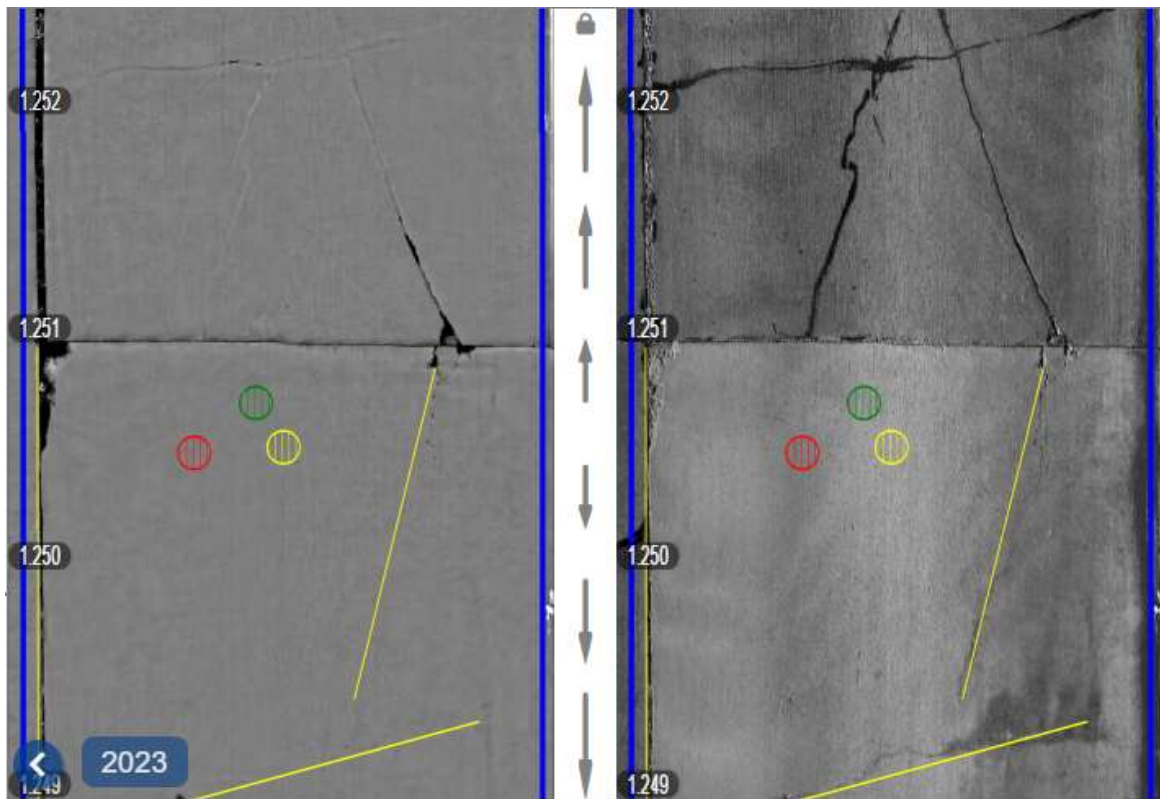
# Fair (51-70)



Parkview Drive  
Collected OCI: 56.79  
Classification: Asphalt



# Failed (0-50)



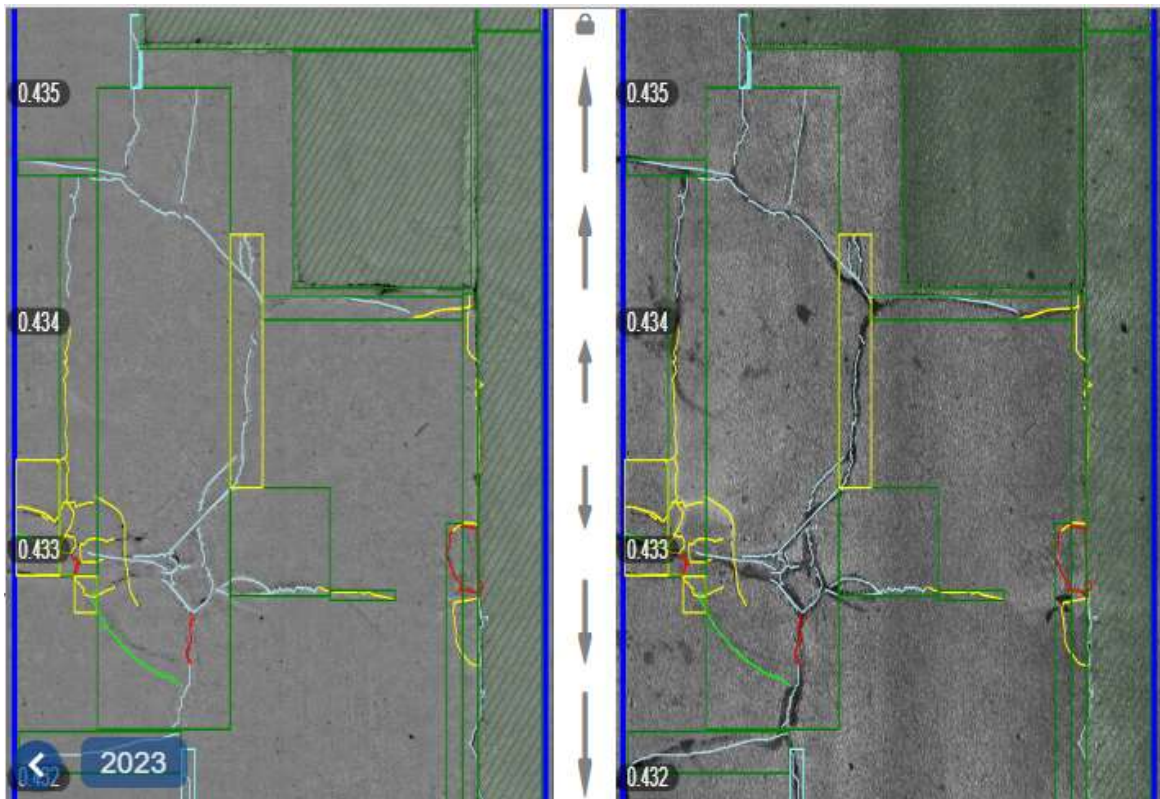
NW Renfro  
Street

Collected OCI: 34.89

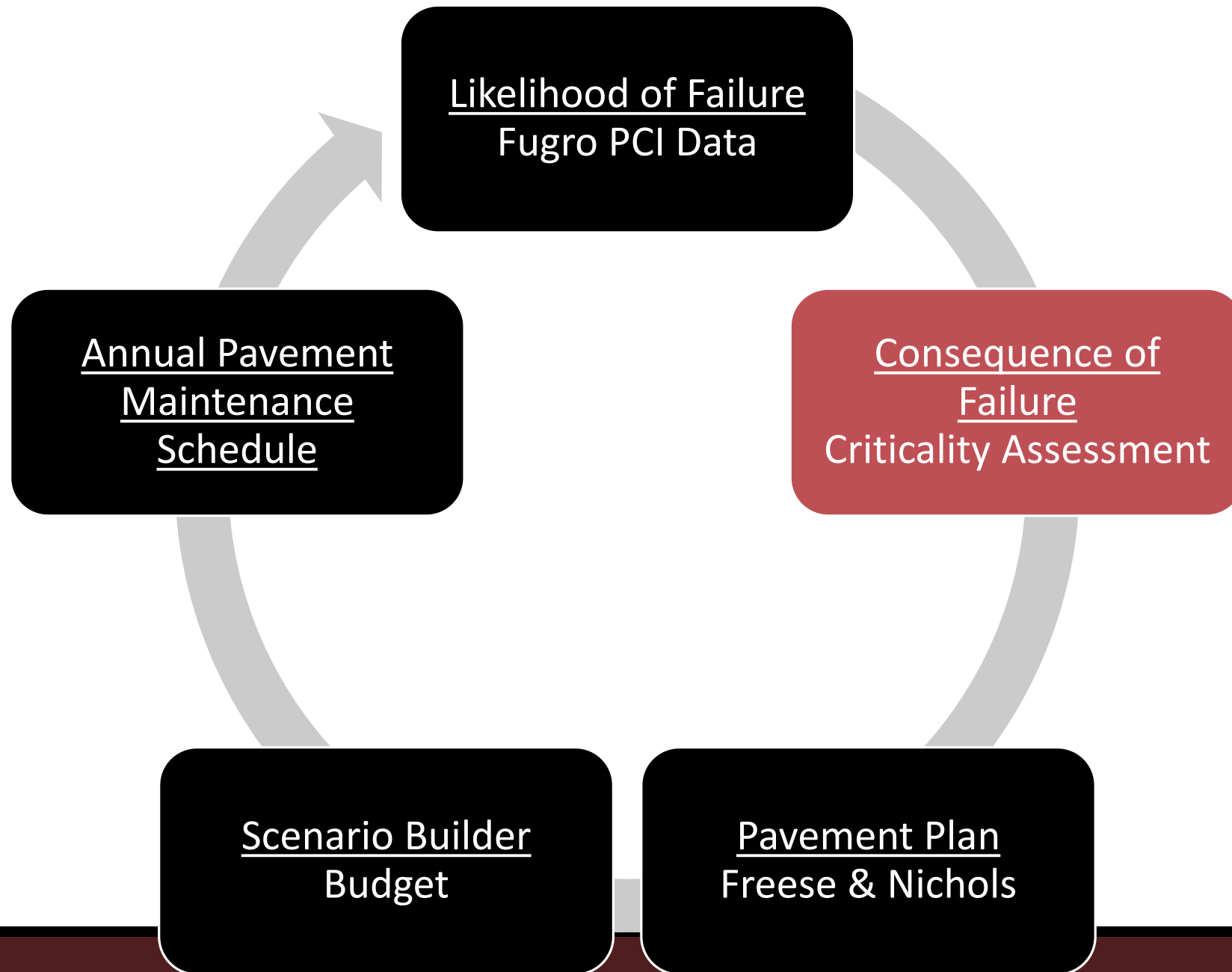
Classification: Concrete



# Failed (0-50)

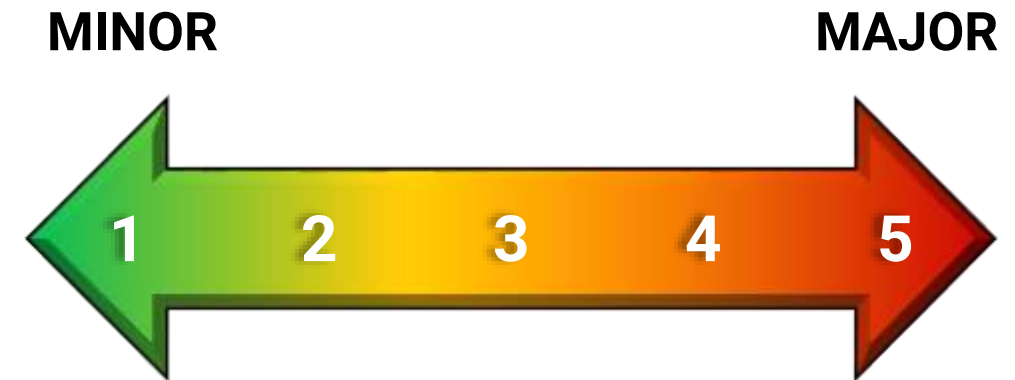


NW Summercrest  
Collected OCI: 34.89  
Classification: Asphalt



# CRITICALITY ASSESSMENT

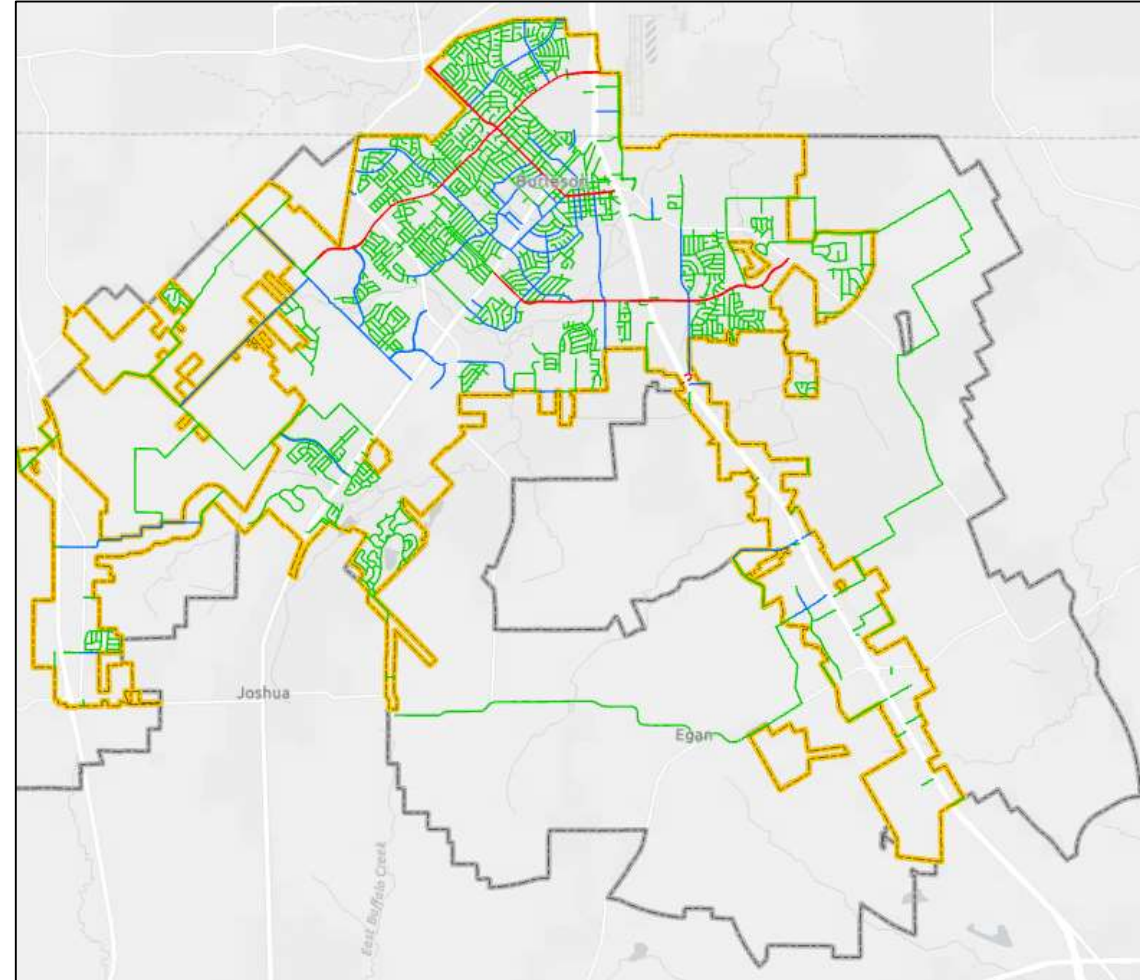
Parameter	Weight	Category	Subcategory
Access to Fire Departments and Police Station	40%	Social	Health & Safety
Proximity to City Hall, Courthouse, or School	10%	Economic	Operational Impact
Proximity to Old Town Square and Community Recreation Centers	10%	Social	City Reputation
Creek crossings	20%	Environmental	Environmental Impact
Functional classification: Arterial, Collector, or Local	20%	Economic	Delivery/Loss of Service







**PARAMETER SCALE (1-5)**



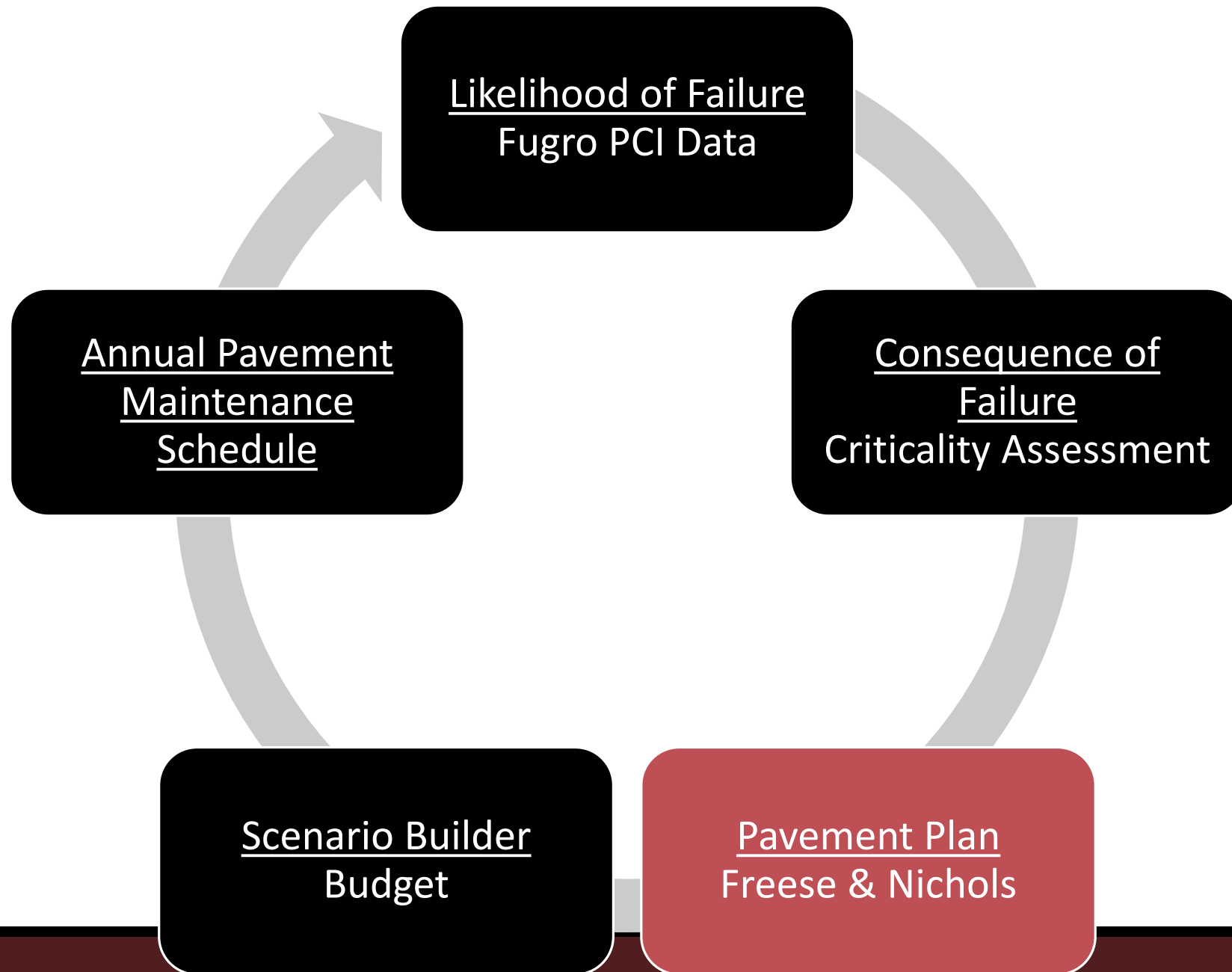
# CRITICALITY ASSESSMENT



 City Limit  
 ETJ

 LOCAL  
 COLLECTOR  
 ARTERIAL

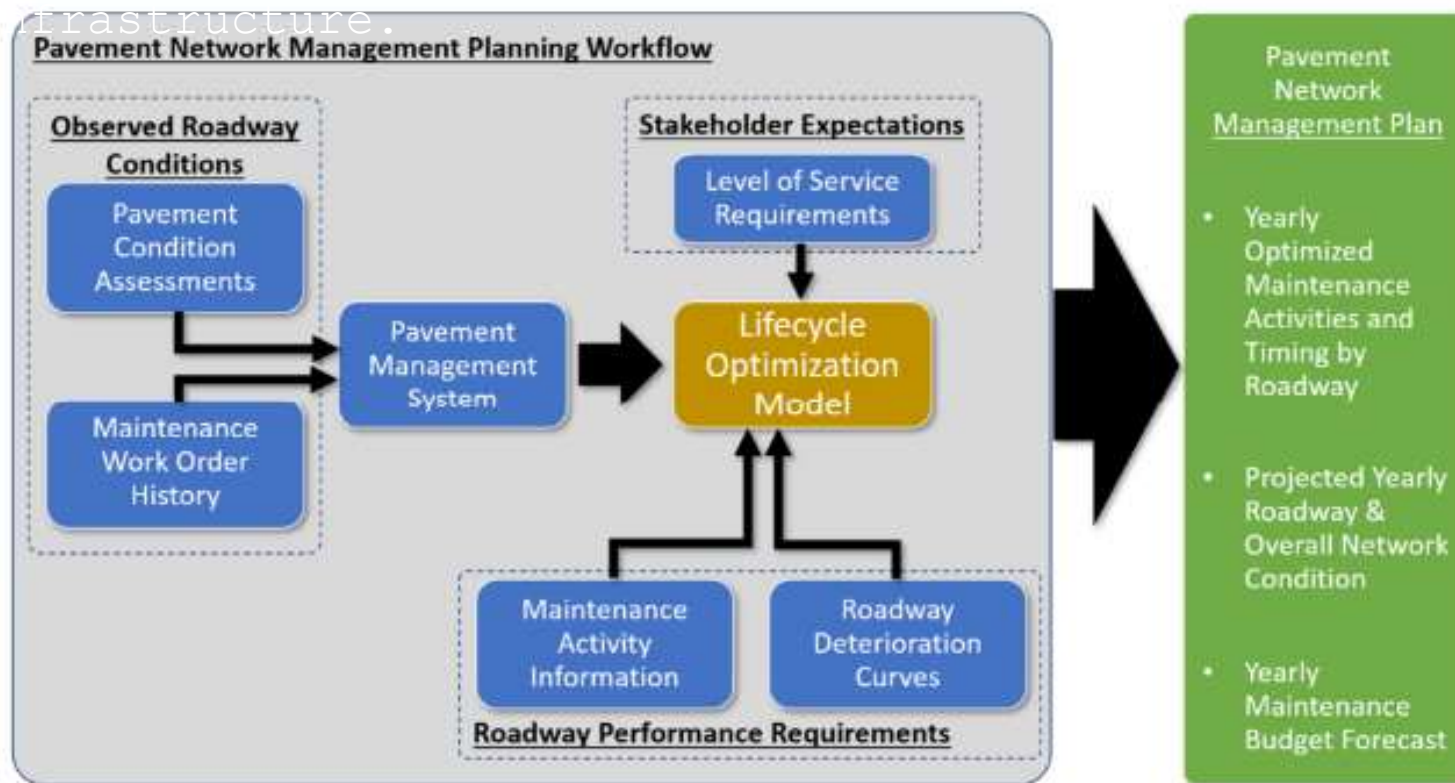
## ROAD CLASSIFICATION





# PAVEMENT MANAGEMENT PLAN

A comprehensive program allowing city staff to provide optimized maintenance recommendations to reduce overall lifecycle cost of the roadway network, and extend the life of the city's roadway

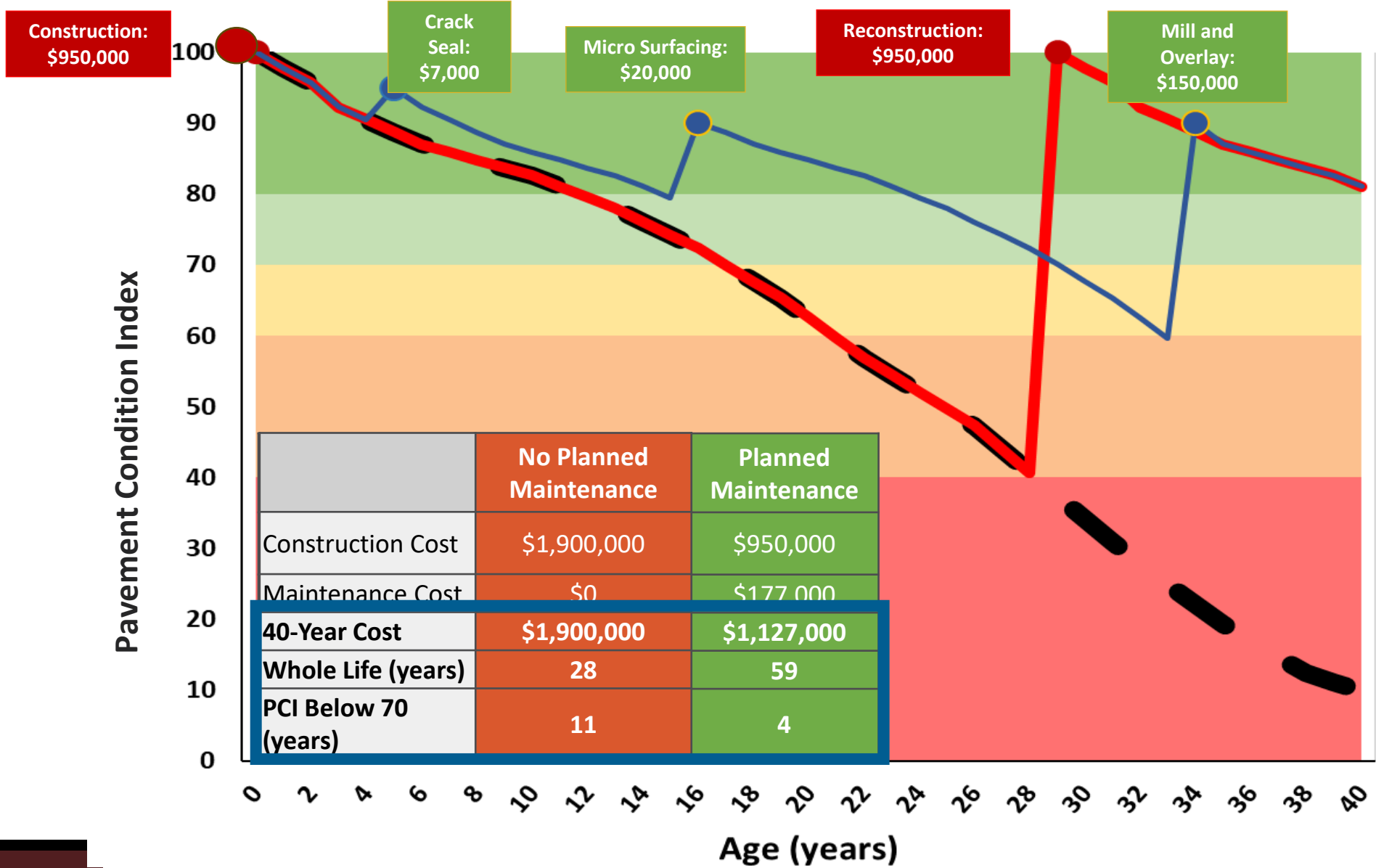


Incorporated completed pavement condition results into Cartegraph

Utilize Cartegraph to evaluate strategies and build an efficient maintenance plan

- Use budgets efficiently for maintenance activities
- Achieve an overall network condition target
- Maintain network conditions long-term

# PAVEMENT LIFECYCLE EXAMPLE



# PAVEMENT MAINTENANCE AND CAPITAL IMPROVEMENT ACTIVITIES

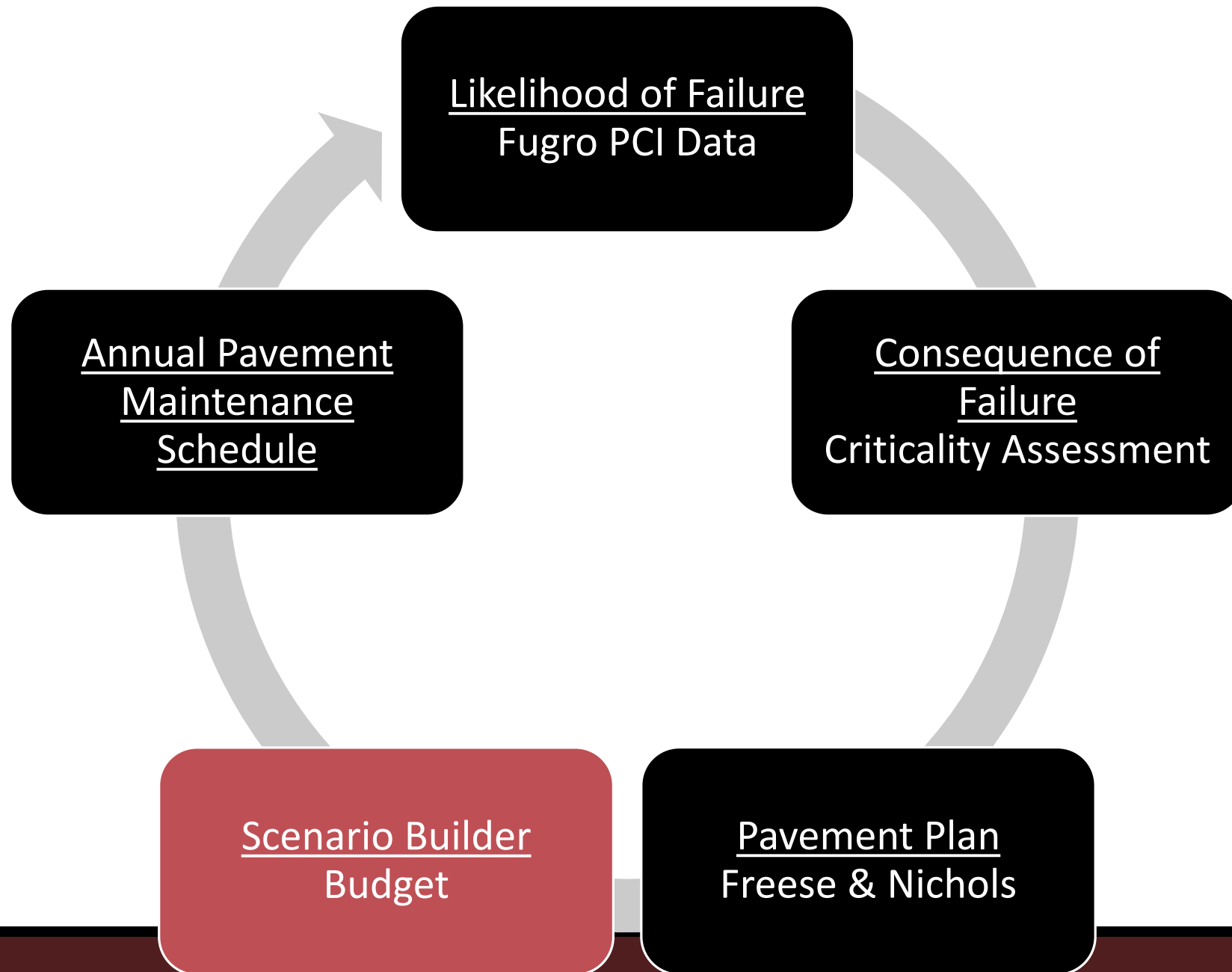


## Asphalt

## Concrete

Maintenance Activity	Applicable Condition Range (PCI)	Condition Impact Type	Condition Impact (PCI)
Crack Seal	91-100	Modifier	+5 pts
Rejuvenator Application & Crack Seal	81-90	Modifier	+8 pts
Microsurface	71-80	Modifier	+15 pts
Mill & 2" Overlay	51-70	Modifier	+20 pts
Reconstruction	0-50	Absolute	100

Maintenance Activity	Applicable Condition Range (PCI)	Condition Impact Type	Condition Impact (PCI)
Joint Sealing	81-90	Modifier	+5 pts
Small Full Depth Repair	71-80	Absolute	90
Medium Full Depth Repair	61-70	Absolute	90
Large Full Depth Repair	41-60	Absolute	90
Reconstruction	0-40	Absolute	100



# SCENARIO ASSUMPTIONS

*Presented to I & D Committee in August*

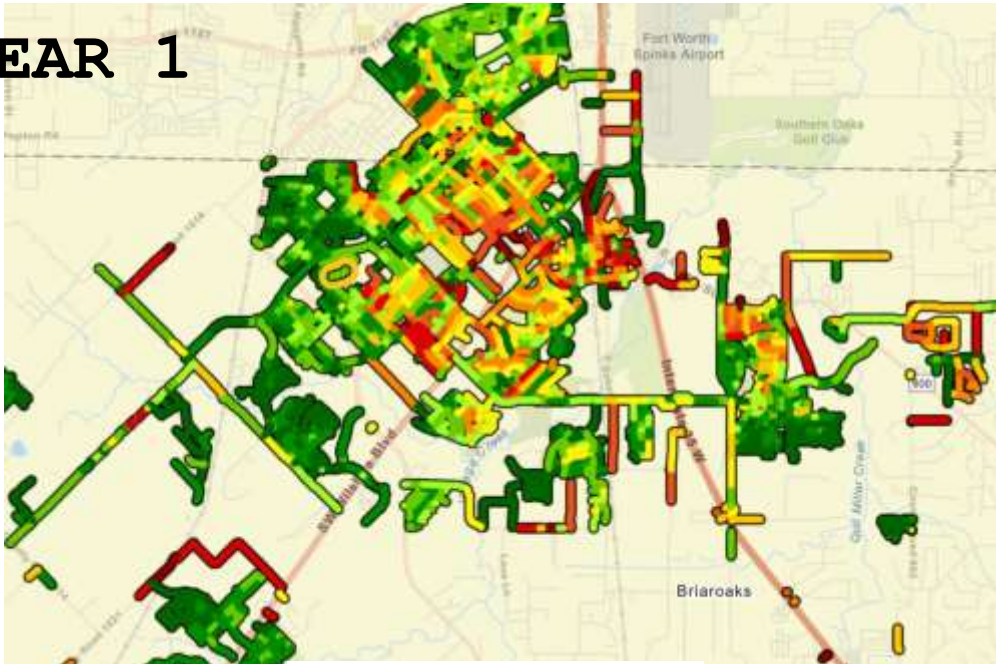
<p>SCENARIO 1: <i>Do Nothing</i>          O&amp;M Budget - \$0          Capital Budget - \$0</p>	<p>SCENARIO 2: <i>Current Budget</i>          O&amp;M Budget - \$1.1m Annually          Capital Budget - 5 YR          Capital Plan          Escalation - 3% Maintenance</p>	<p>SCENARIO 3: <i>Increased O&amp;M</i>          O&amp;M Budget - \$2.7m Annually          Capital Budget - 5 YR          Capital Plan          Escalation - 3% Maintenance</p>
	<i>Cost</i>	<i>Cost</i>
<p>SCENARIO 4: <i>Increased Capital</i>          O&amp;M Budget - \$1.1m          Annually          Capital Budget - \$5.0m          Annually          Escalation - 3%          Maintenance Cost</p>	<p>SCENARIO 5: <i>Increased O&amp;M &amp; Capital</i>          O&amp;M Budget - \$2.7m Annually          Capital Budget - \$5.0m          Annually          Escalation - 3% Maintenance</p>	
	<i>Cost</i>	
<p>SCENARIO 6: <i>OCI 75 in 5 Years</i>          O&amp;M Budget - ~\$5.0m          Annually          Capital Budget - ~\$14.3m          Annually</p>	<p>SCENARIO 7: <i>OCI 75 in 10 Years</i>          O&amp;M Budget - ~\$3.3m          Annually</p>	



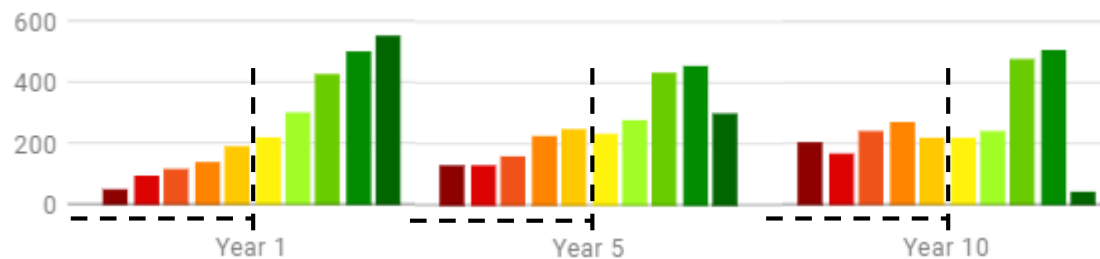
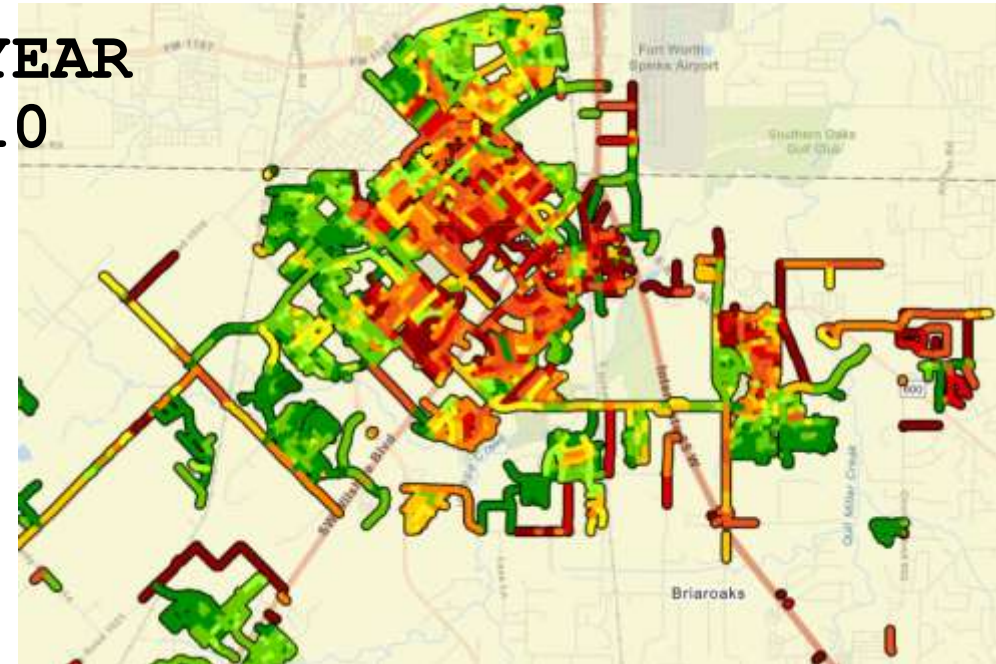
# SCENARIO 1

*Do Nothing - No Budget*

**YEAR 1**



**YEAR 10**



Beginning OCI: 69

5 Year OCI: 59.81

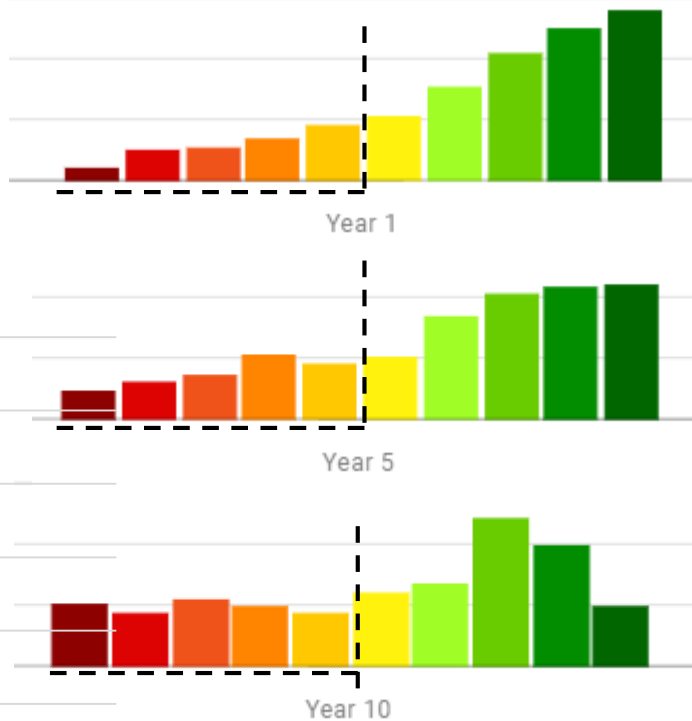
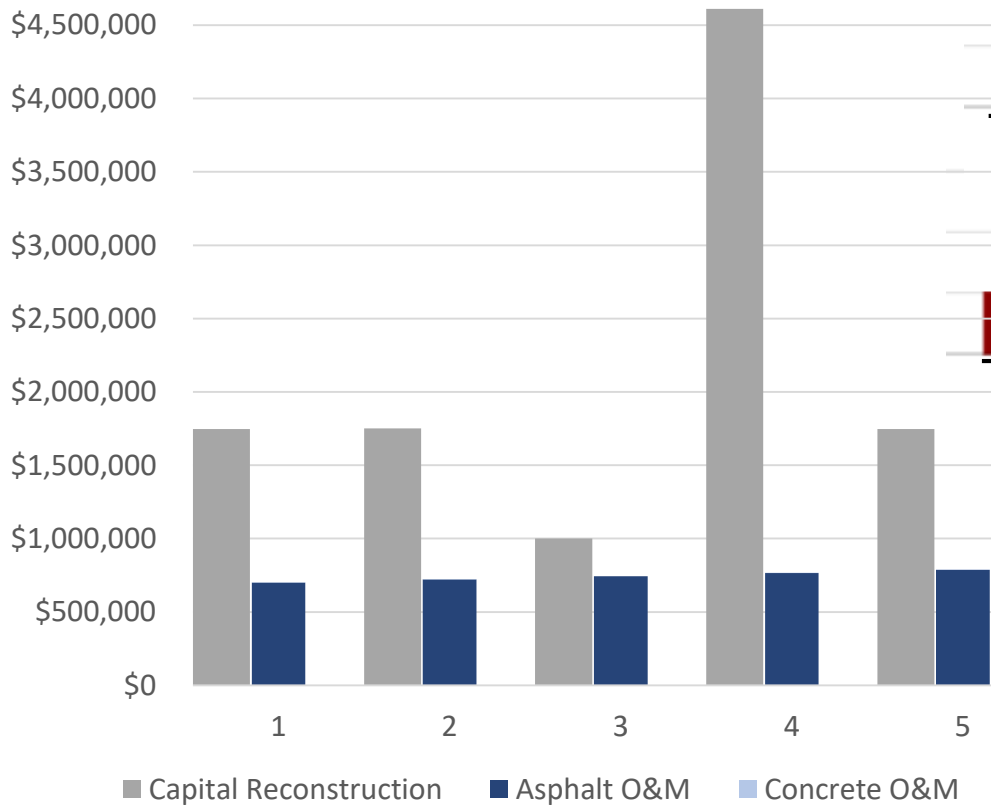
10 Year OCI:

51.87

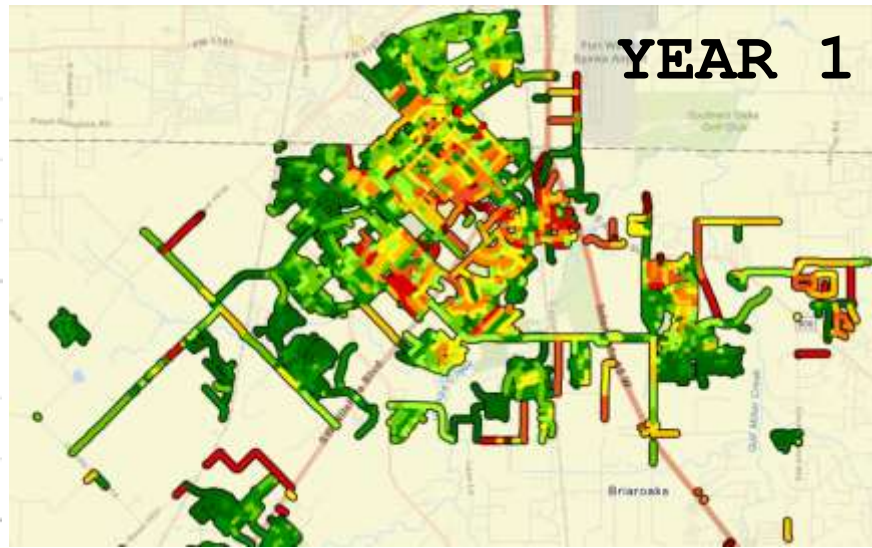
Budget: \$0

# SCENARIO 2

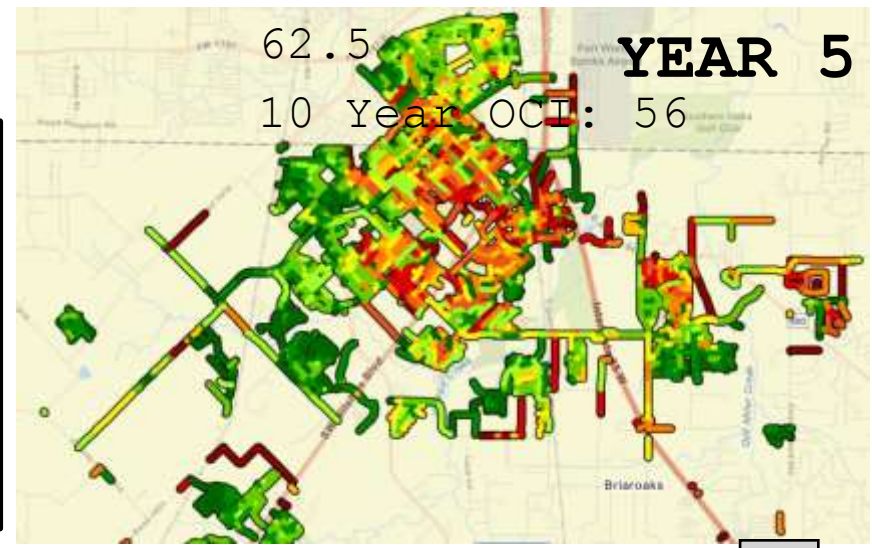
O&M 700k  
(1.1m)  
Capital Plan



O&M Budget	\$3,716,394
Capital Budget	\$10,855,620
<b>Total 5-Year Budget</b>	<b>\$14,572,014</b>

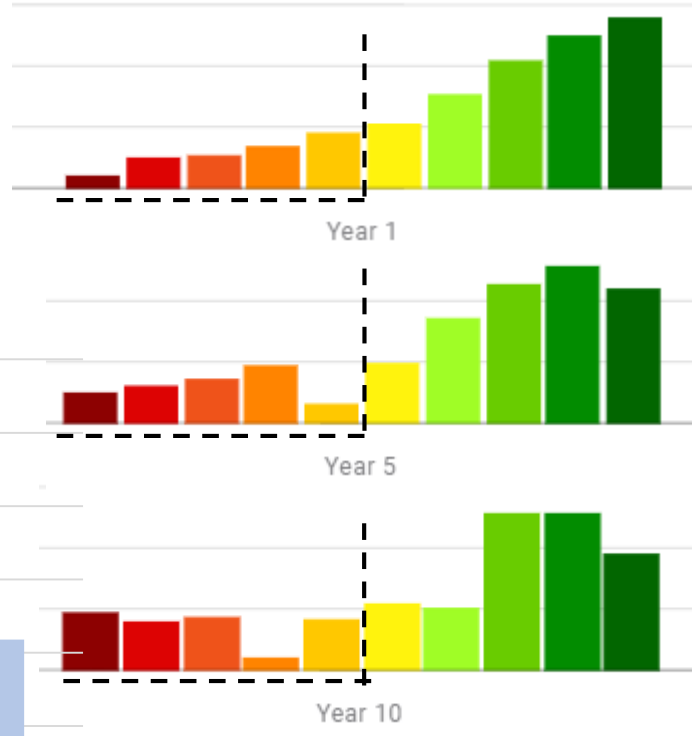
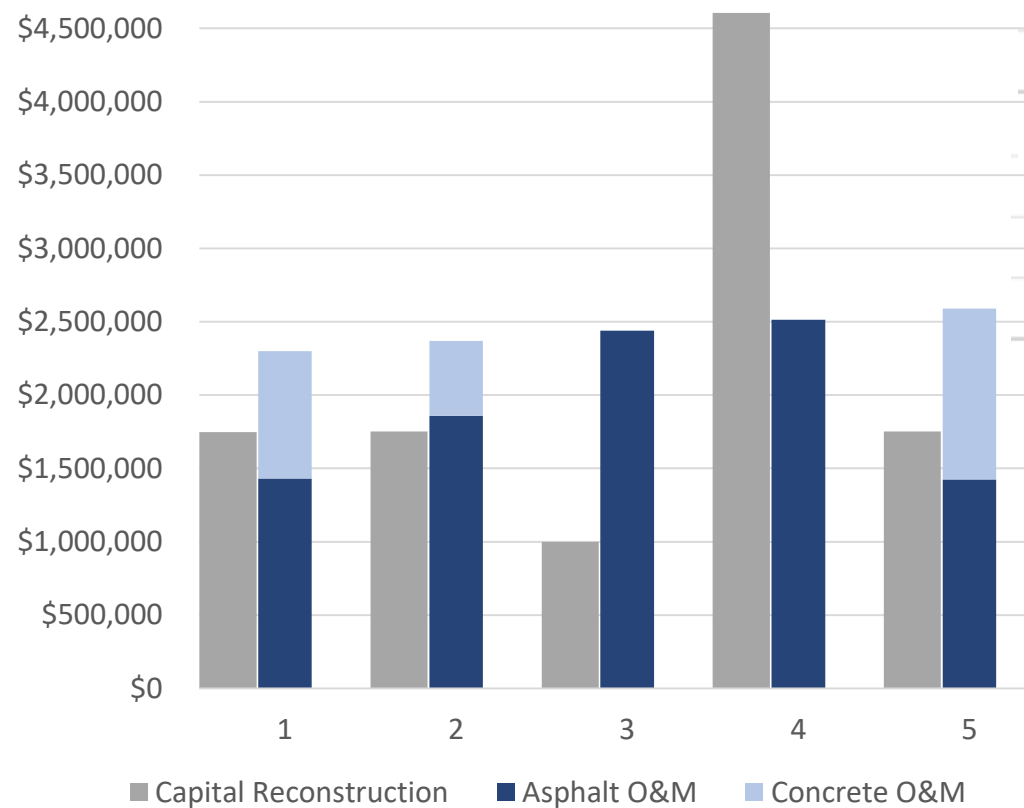


Beginning OCI: 69  
5 Year OCI: 62.5

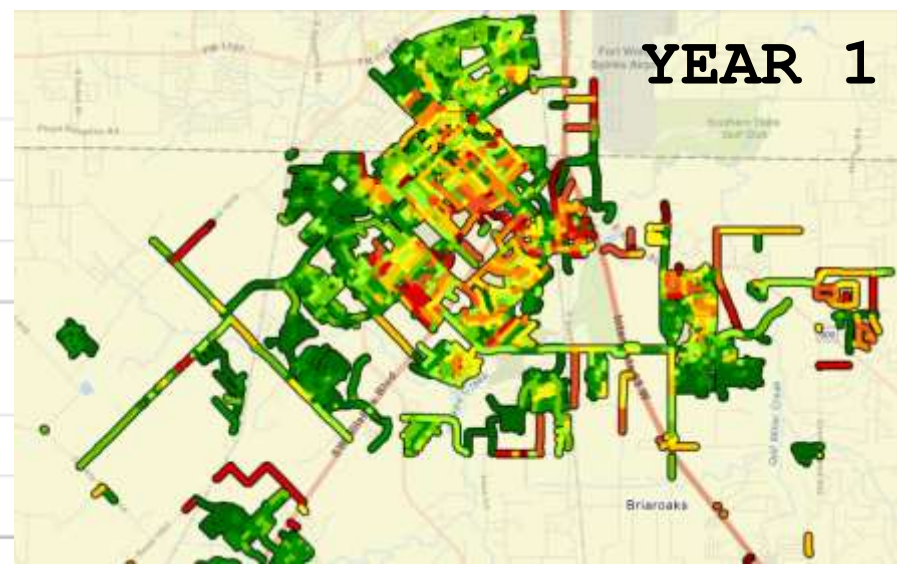




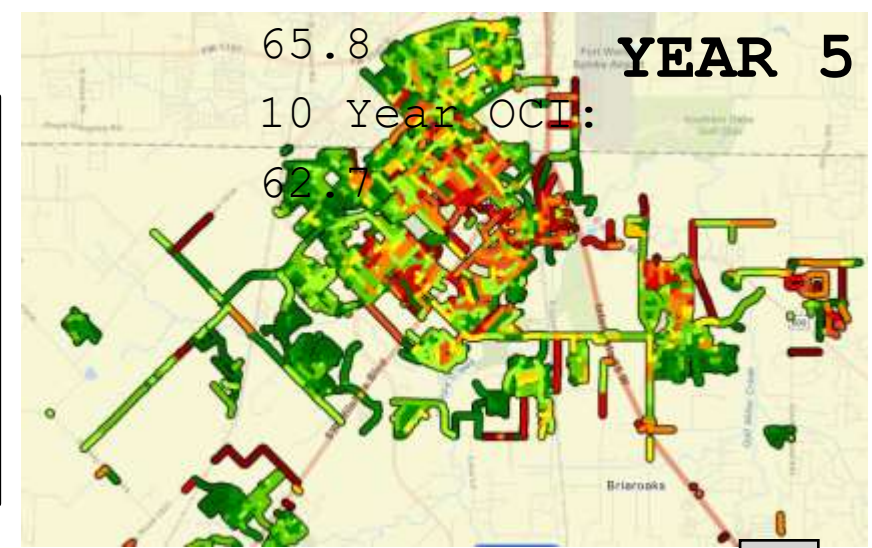
SCENARIO 3  
 O&M 2.3m  
 (2.7m)  
 Capital Plan



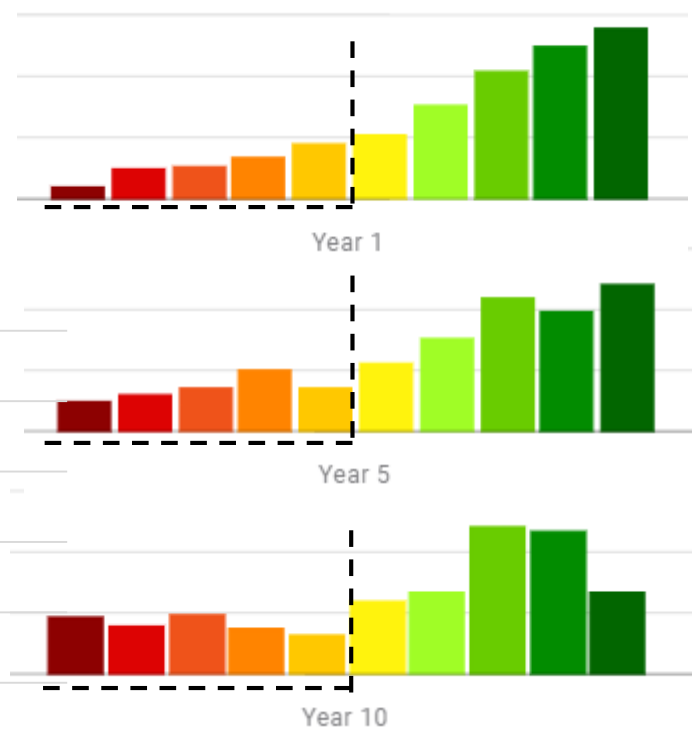
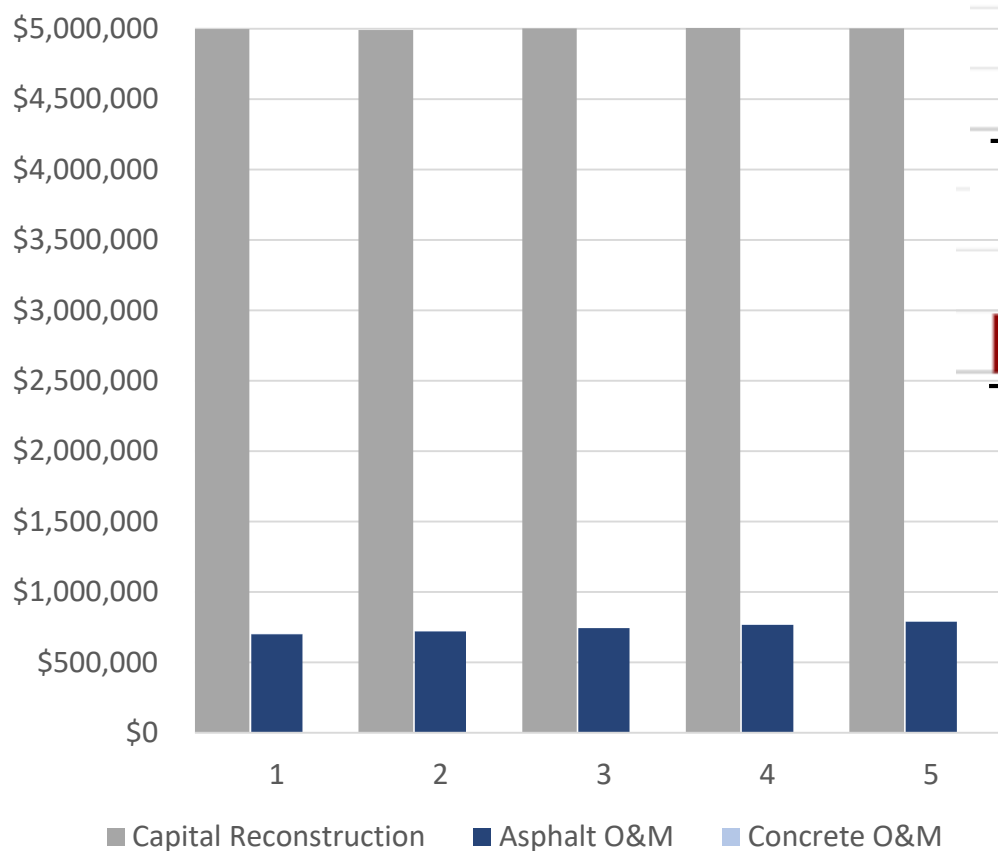
O&M Budget  
 \$12,211,011  
 Capital Budget  
 \$10,855,146  
 Total 5-Year  
 Budget  
 \$23,066,157



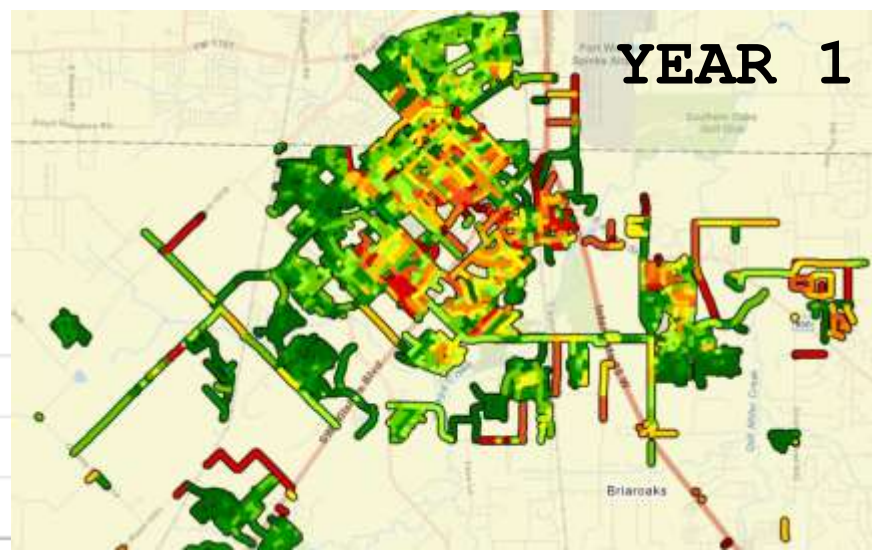
Beginning OCI:  
 69  
 5 Year OCI:  
 65.8  
 10 Year OCI:  
 62.7



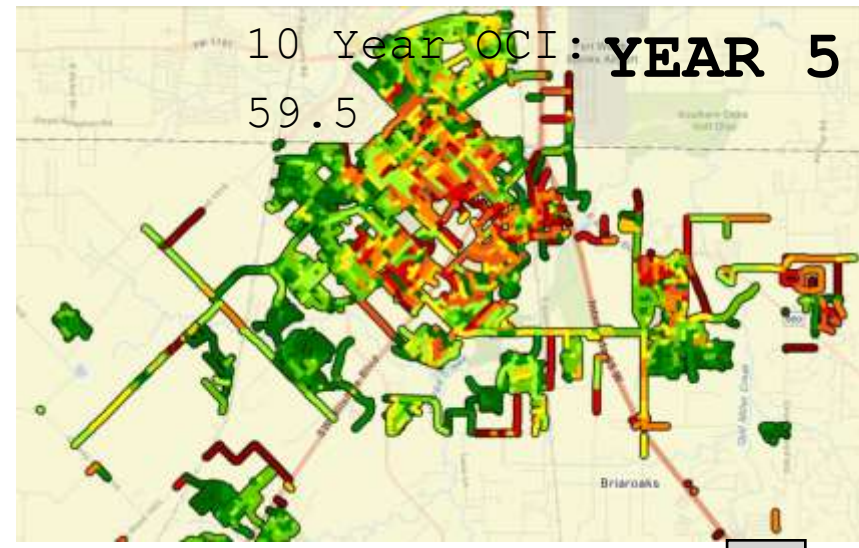
SCENARIO 4  
 O&M 700k  
 (1.1m)  
 Capital 5.0m



<u>O&amp;M Budget</u>
\$3,716,395
<u>Capital Budget</u>
\$24,998,033
<u>Total 5-Year Budget</u>
\$28,714,428



Beginning OCI:  
 69  
 5 Year OCI: 64  
 10 Year OCI: 59.5

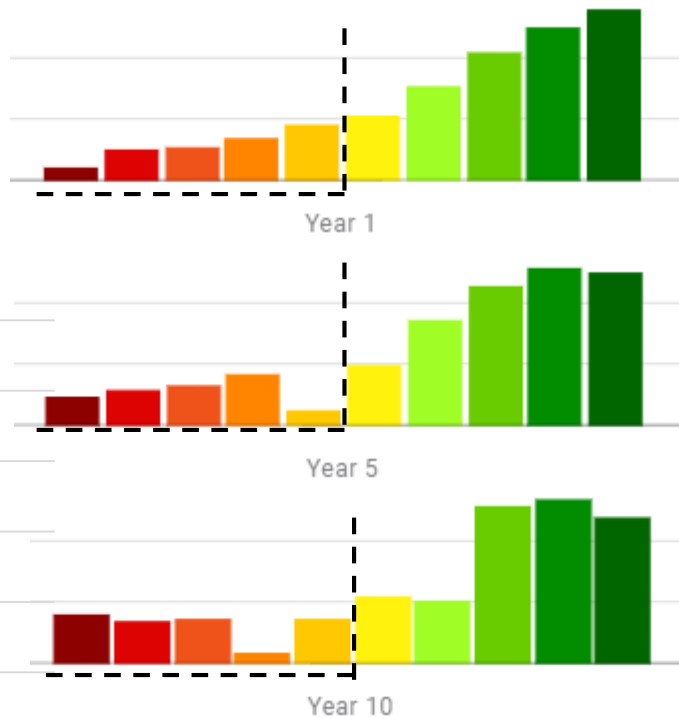
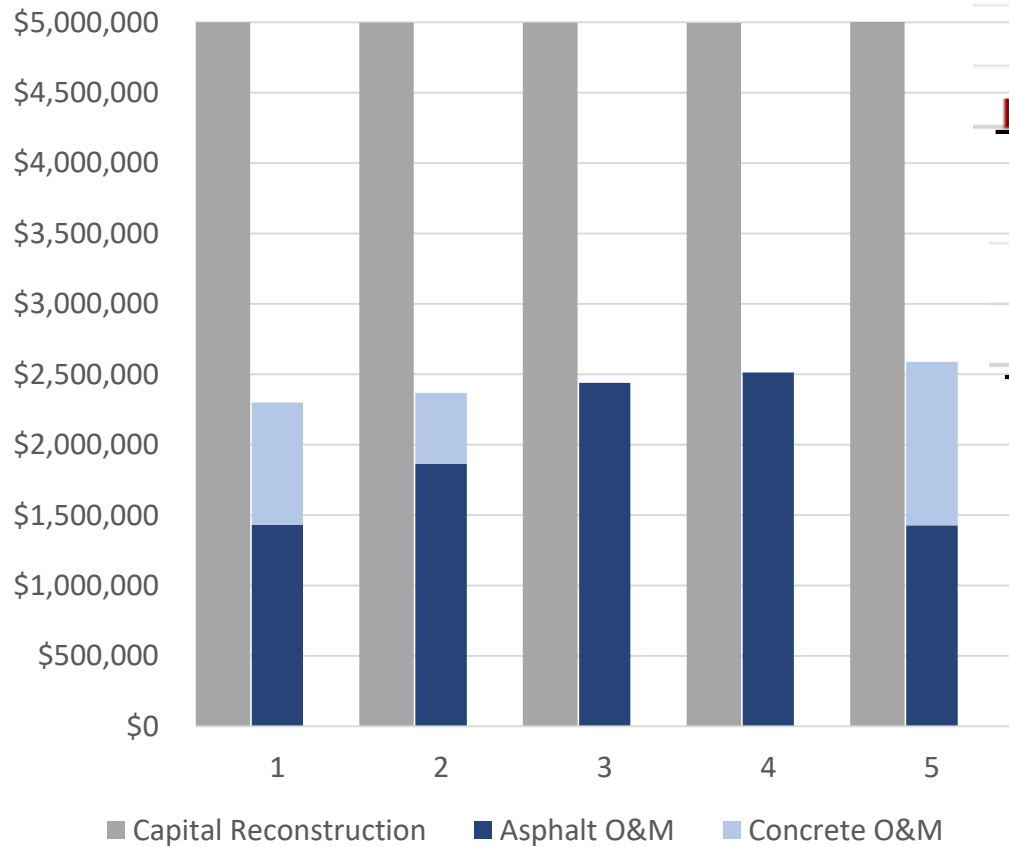


# SCENARIO 3

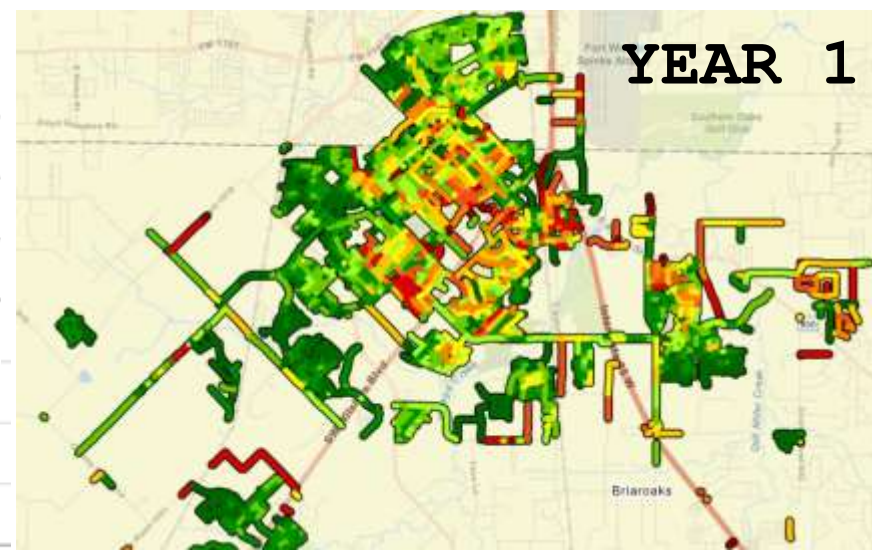
O&M 2.3m

(2.7m)

Capital 5.0m



<u>O&amp;M Budget</u>
\$12,211,011
<u>Capital Budget</u>
\$24,993,389
<u>Total 5-Year Budget</u>
\$37,204,400



Beginning OCI:

69

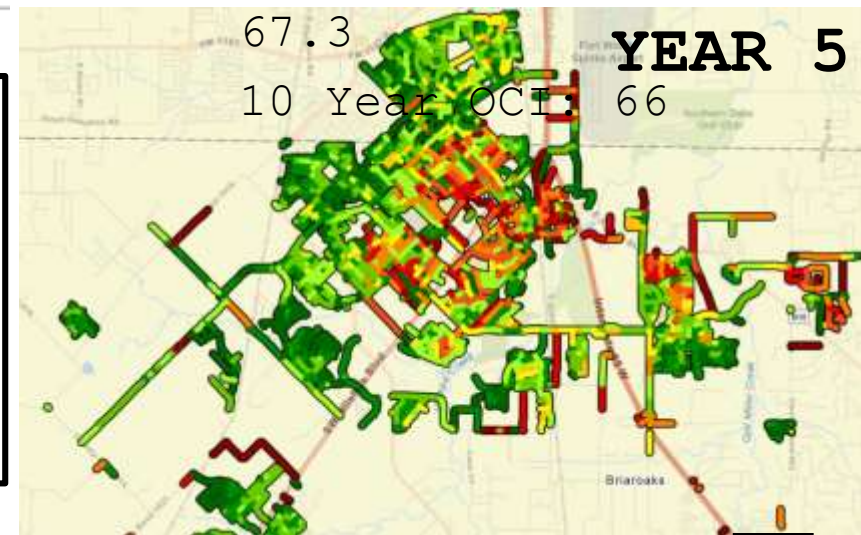
5 Year OCI:

67.3

10 Year OCI:

**YEAR 5**

66



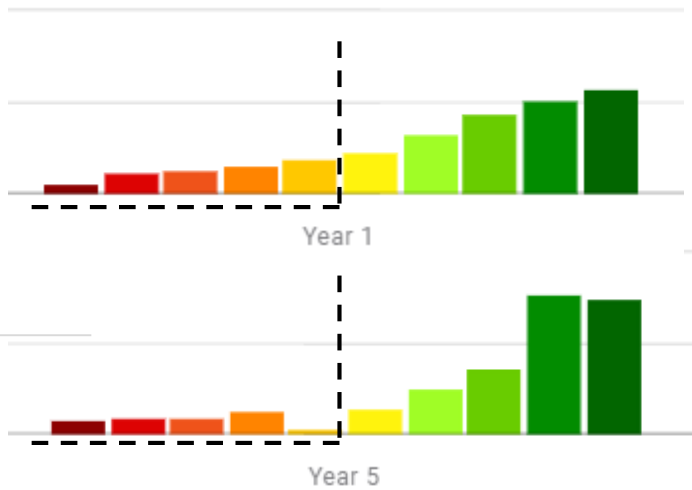
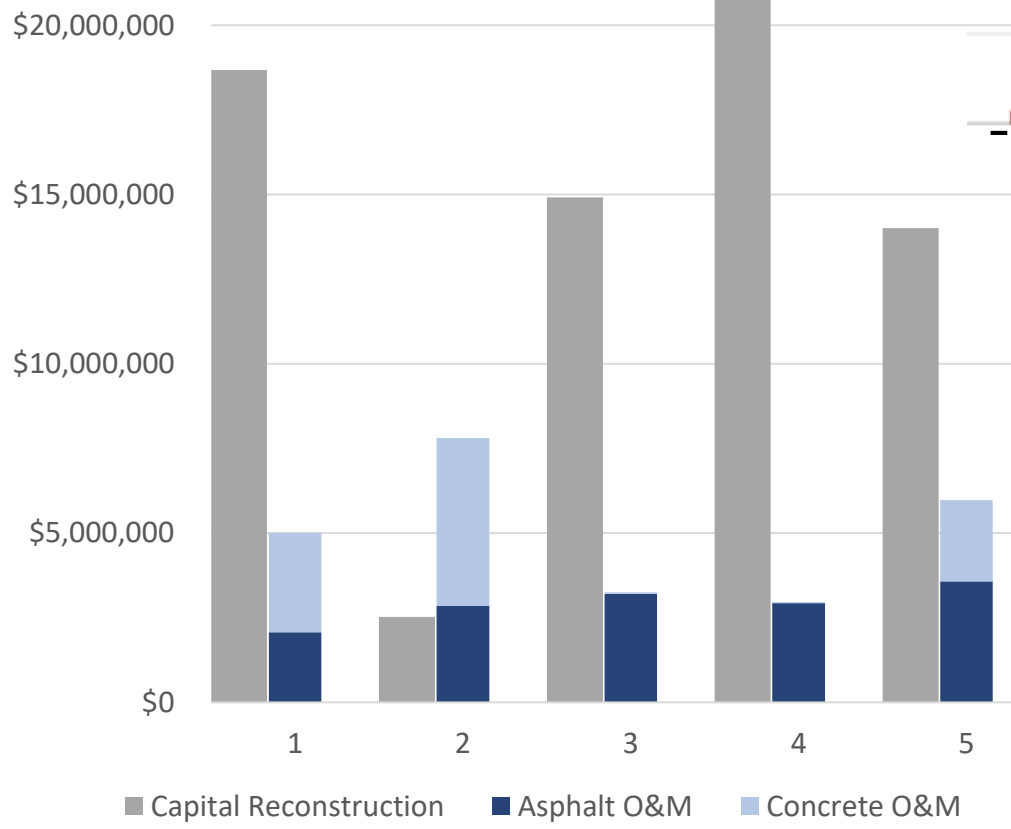


# SCENARIO 0

## 75 OCI

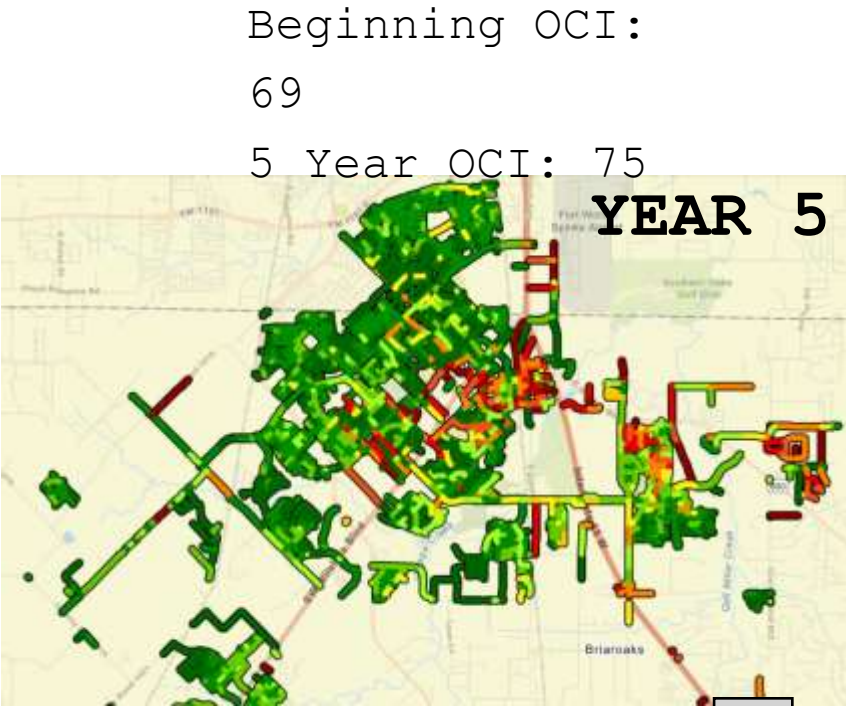
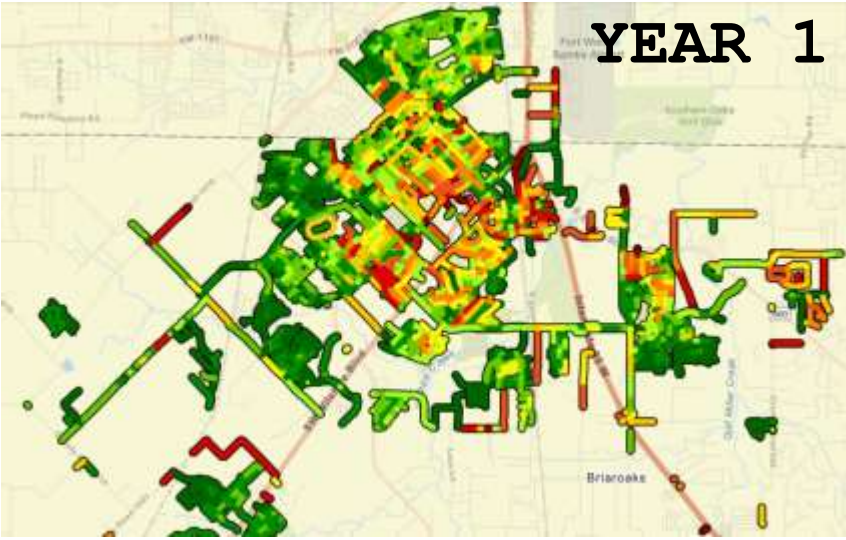
### Score 5

#### YRS



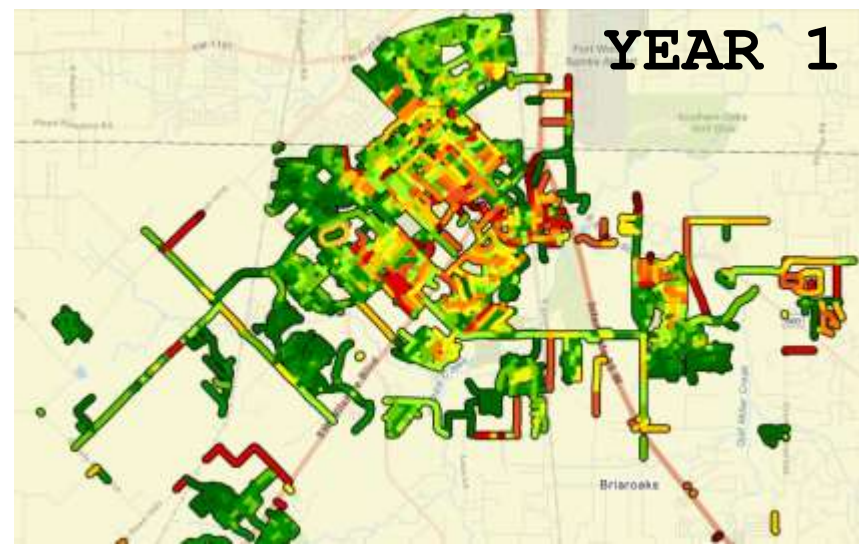
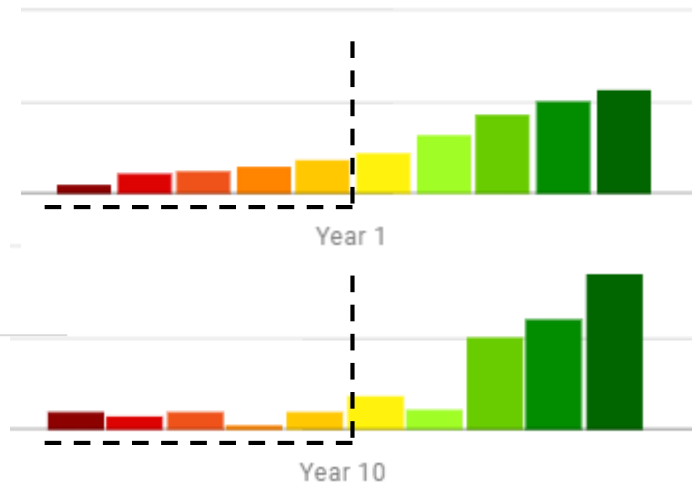
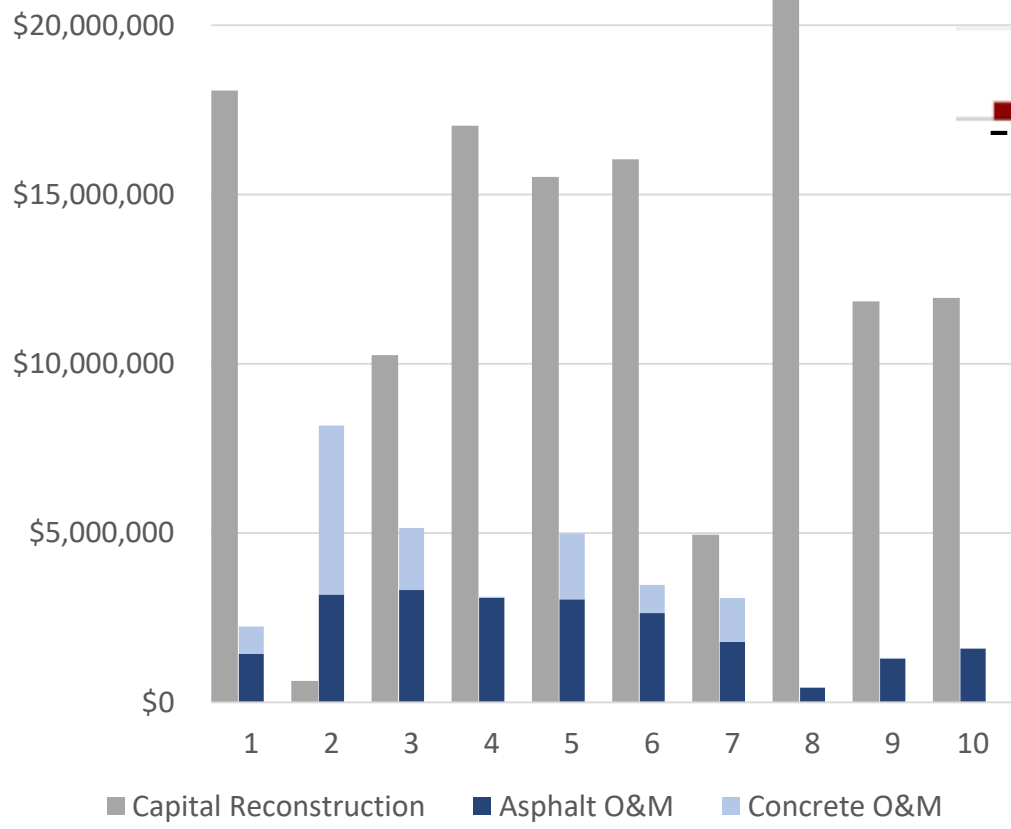
O&M Budget  
 \$24,984,410  
 (\$4,996,882 Annually)  
 Capital Budget  
 \$71,869,910  
 (\$14,373,982 Annually)

Total 5-Year Budget  
 \$96,854,320



Beginning OCI: 69  
 5 Year OCI: 75

SCENARIO 75 OCI Score 10 YRS

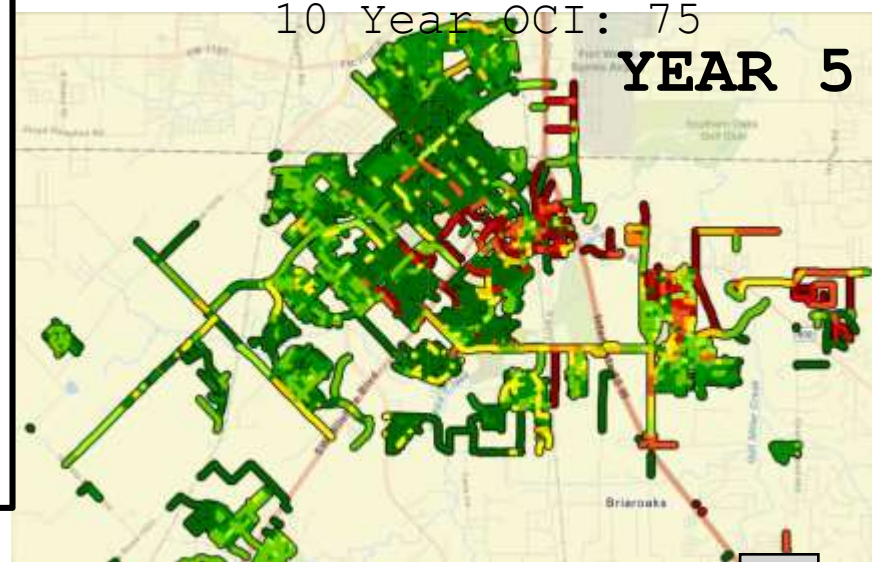


O&M Budget  
 \$33,554,832  
 (\$3,355,483 Annually)

Capital Budget  
 \$127,444,231  
 (\$12,744,423 Annually)

Total 10-Year Budget

Beginning OCI: 69  
 10 Year OCI: 75



Budget  
 \$160,999,063

# ADDITIONAL SCENARIOS

## SCENARIO 8: *Increased O&M*

*O&M Budget - \$700,000 Annually  
Additional O&M - \$1,600,000 Annually  
Capital Budget - 5 YR Capital Plan  
Escalation - 3% Maintenance Cost*

---

## SCENARIO 9: *Increased Rehabilitation*

*O&M Budget - \$700,000 Annually  
Reconstruction - \$1,600,000  
Annually  
Capital Budget - 5 YR Capital Plan  
Escalation - 3% Maintenance Cost*

---

## SCENARIO 10: *Split*

*O&M Budget - \$700,000 Annually  
Additional O&M - \$1,000,000 Annually  
Reconstruction - \$600,000 Annually  
Capital Budget - 5 YR Capital Plan  
Escalation - 3% Maintenance Cost*

---

## SCENARIO 11: *Split*

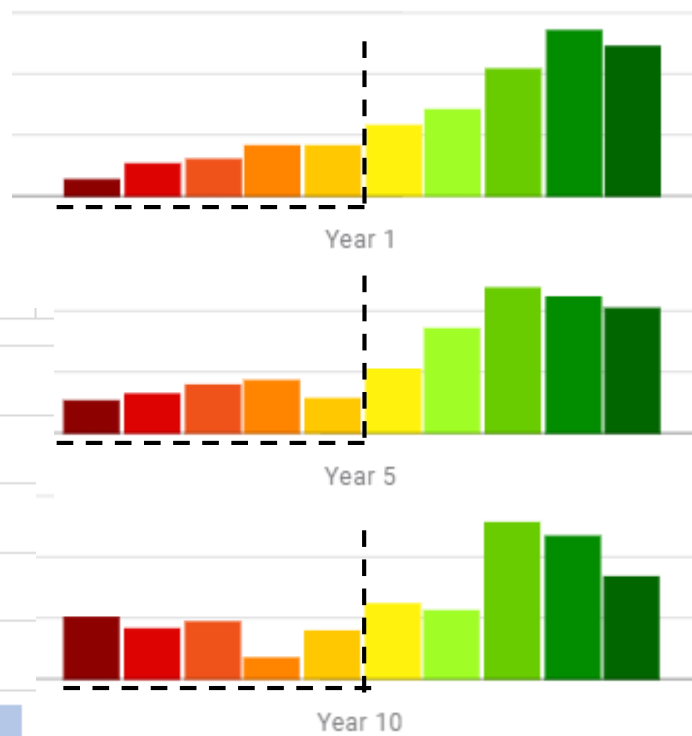
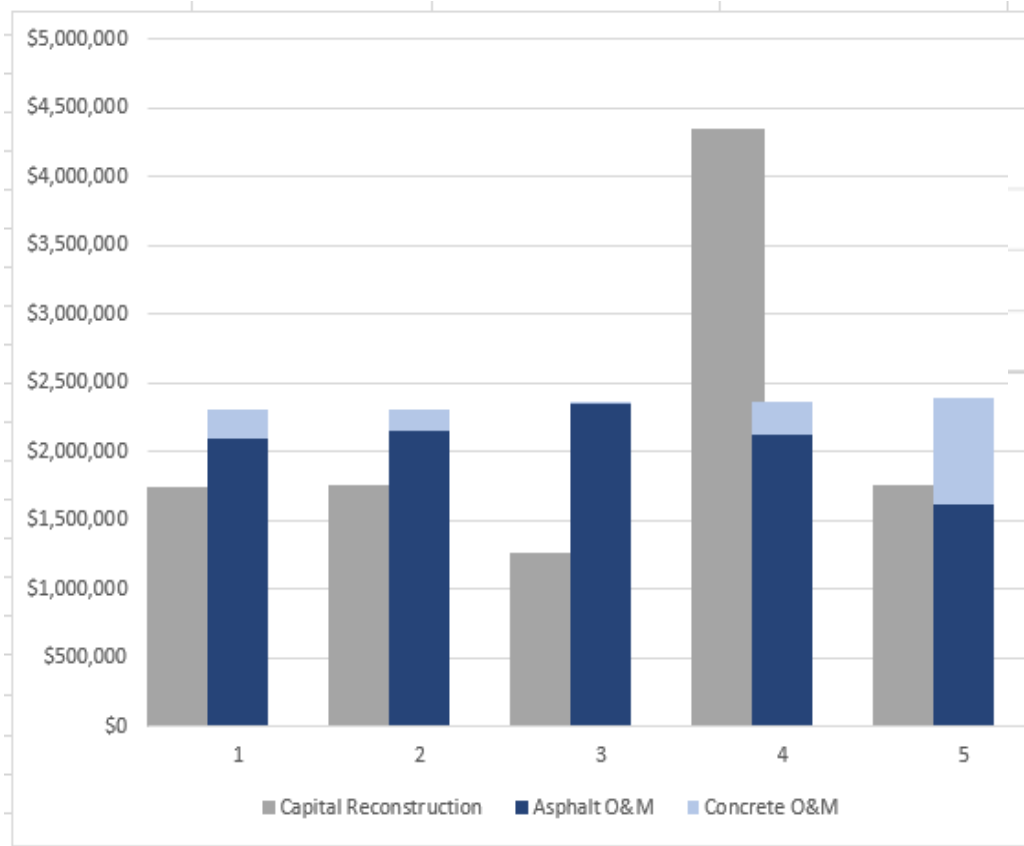
*O&M Budget - \$700,000 Annually  
Additional O&M - \$600,000 Annually  
Reconstruction - \$1,000,000  
Annually  
Capital Budget - 5 YR Capital Plan  
Escalation - 3% Maintenance Cost*

---



# SCENARIO 8

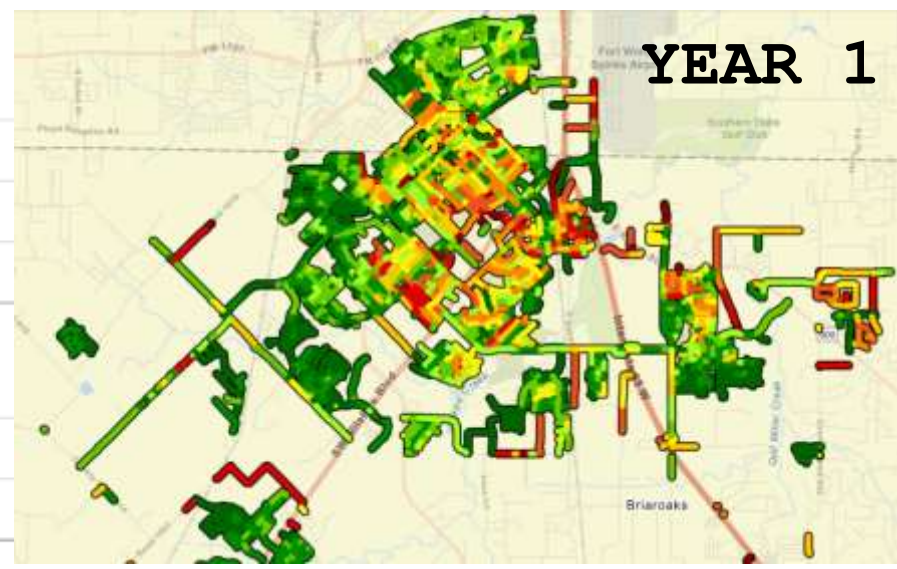
## *Additional 1.6m in O&M*



O&M Budget  
\$11,700,539

Capital Budget  
\$10,859,167

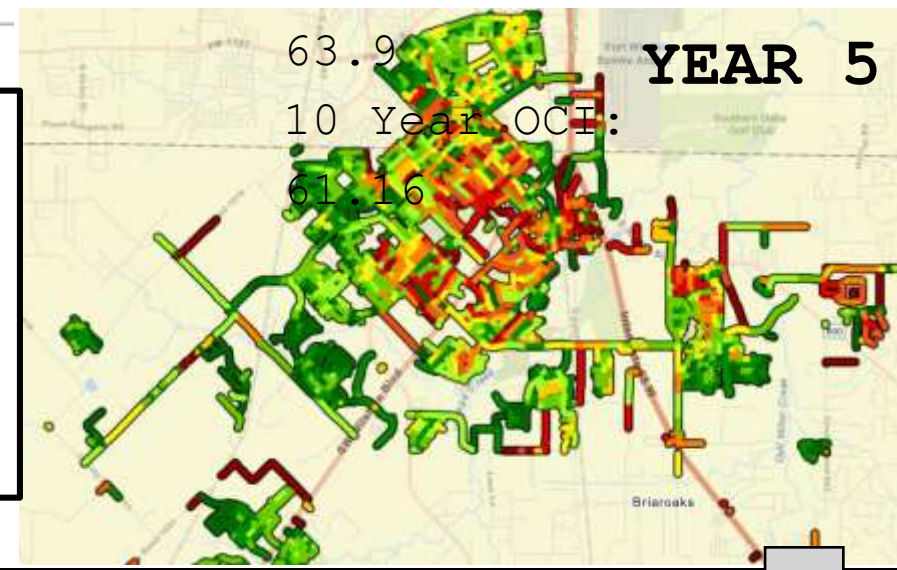
Total 5-Year Budget  
\$22,559,706



Beginning OCI:  
69

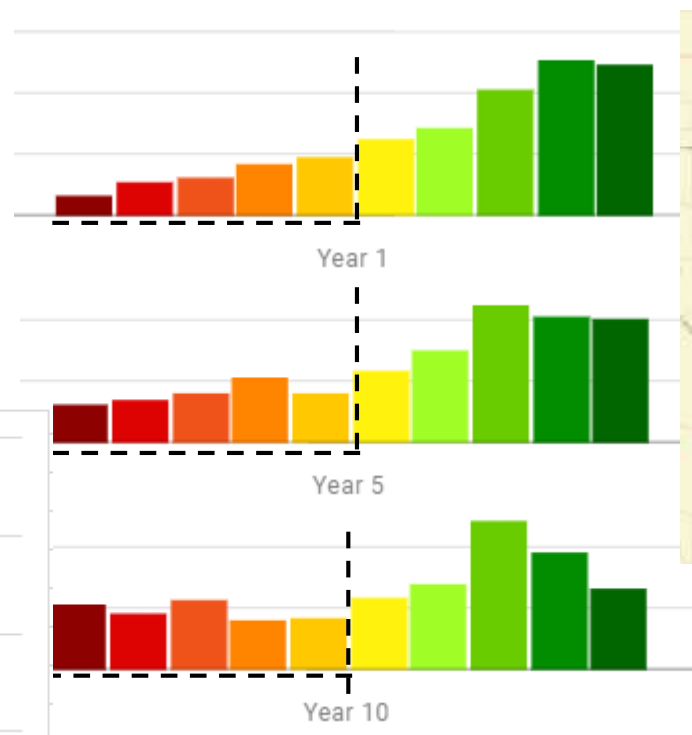
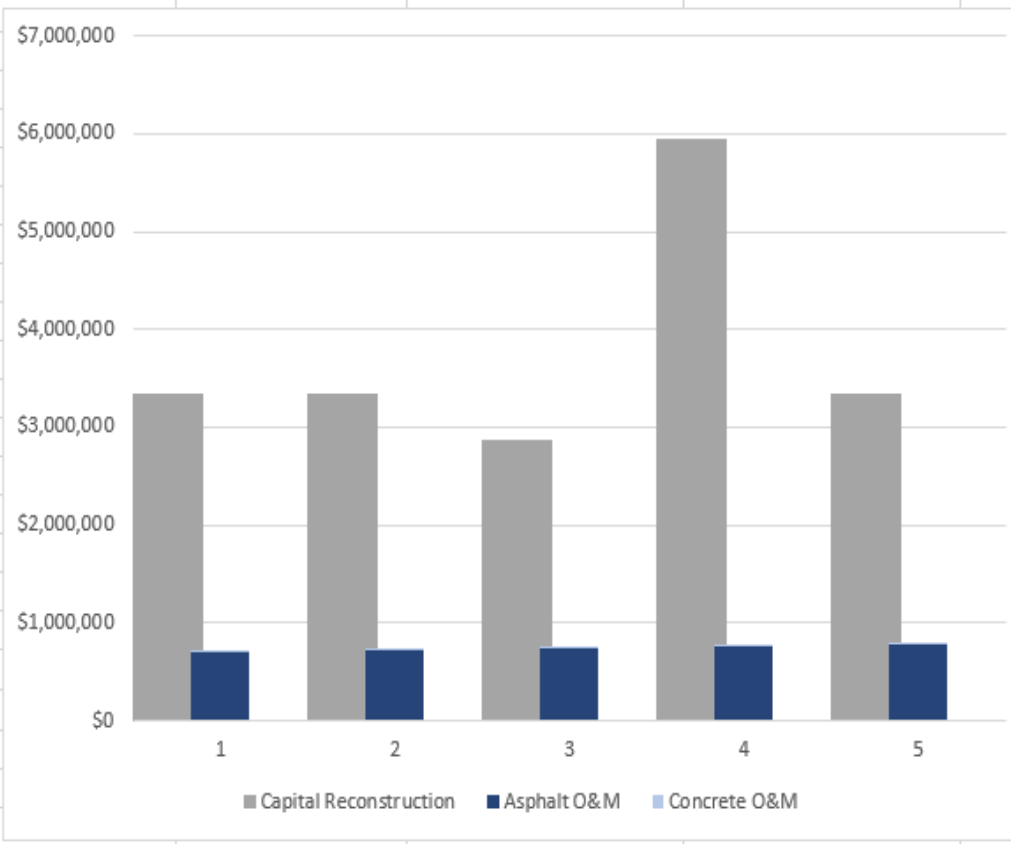
5 Year OCI:  
63.9

10 Year OCI:  
61.16



\* 3% Escalation on maintenance cost and original O&M budget

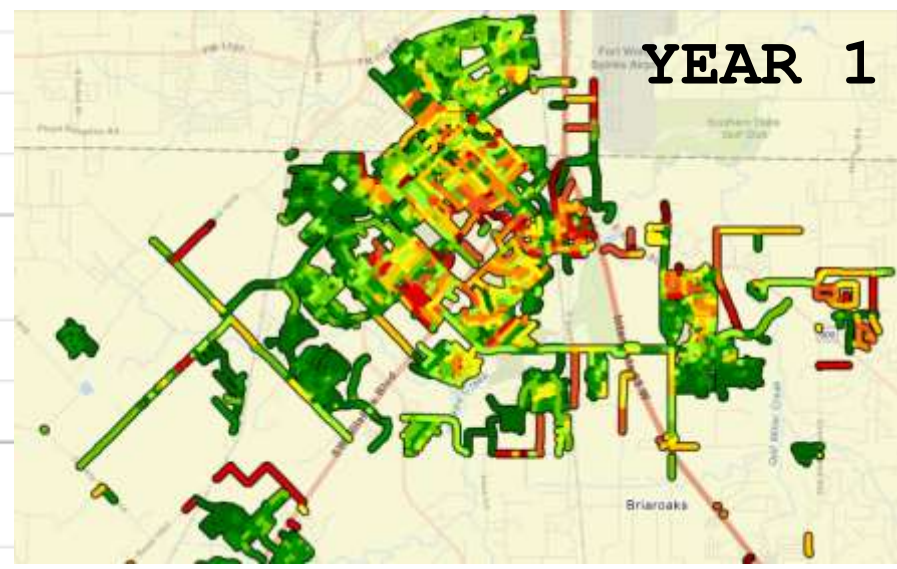
# 1.0 MILLION in Rehabilitati on



O&M Budget  
\$3,716,394

Capital/Rehabilitati  
on Budget  
\$18,856,710

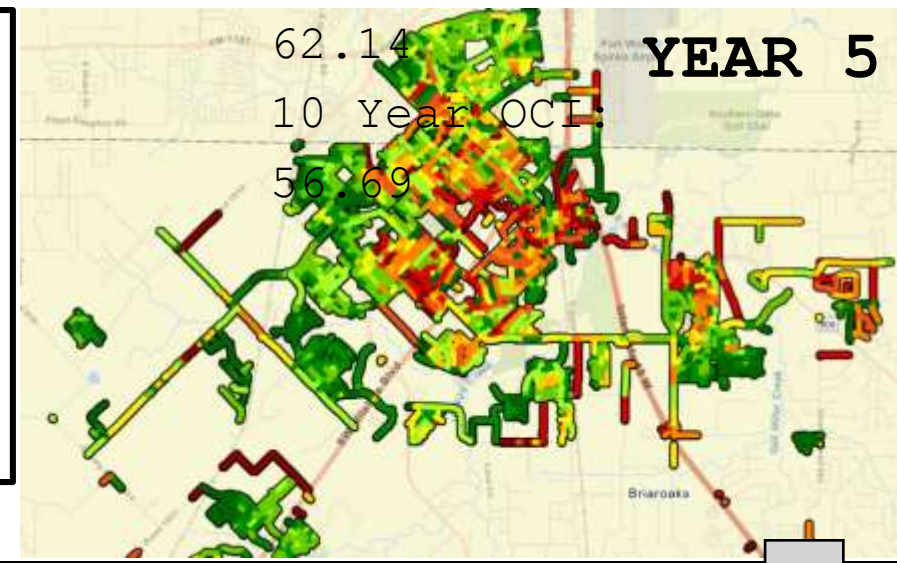
Total 5-Year  
Budget  
\$22,573,104



Beginning OCI:  
69

5 Year OCI:  
62.14

10 Year OCI:  
56.69

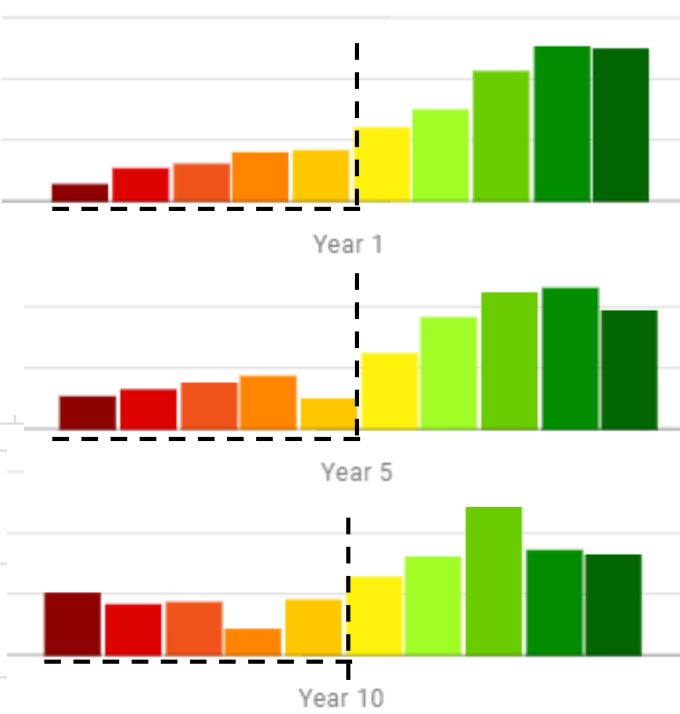
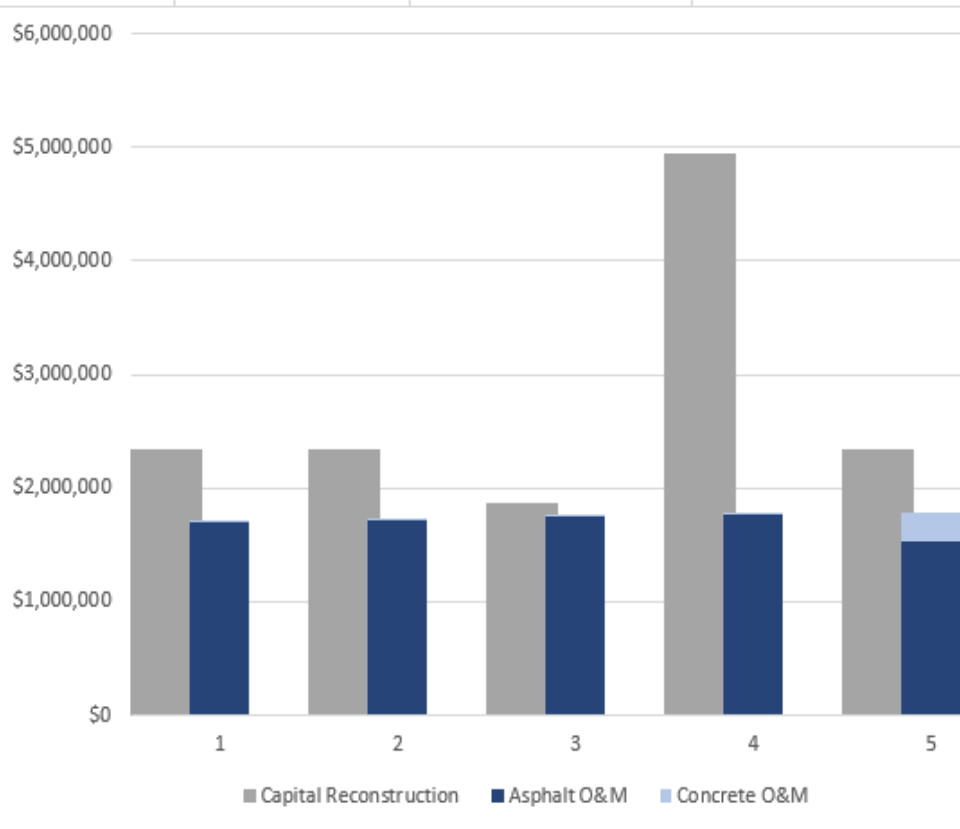


\* 3% Escalation on maintenance cost and original O&M budget



# SCENARIO 10

1.6 Million  
1.0m/600k Split



O&M Budget  
\$8,716,393

Capital/Rehabilita  
tion Budget  
\$13,856,670

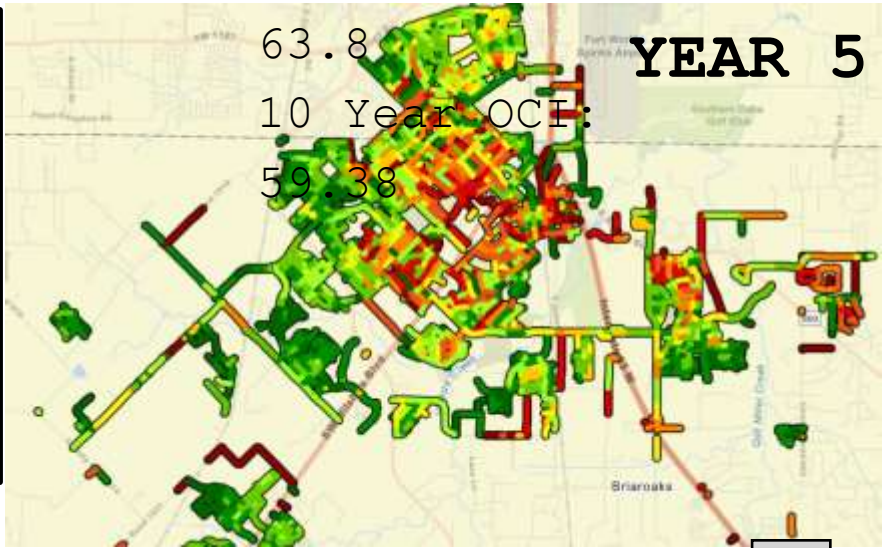
Total 5-Year  
Budget  
\$22,573,063



Beginning OCI:  
69

5 Year OCI:  
63.8

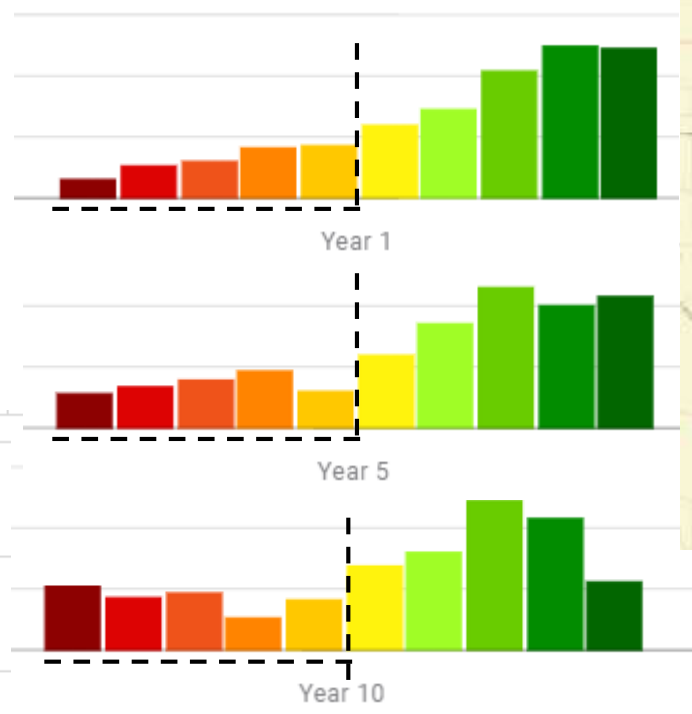
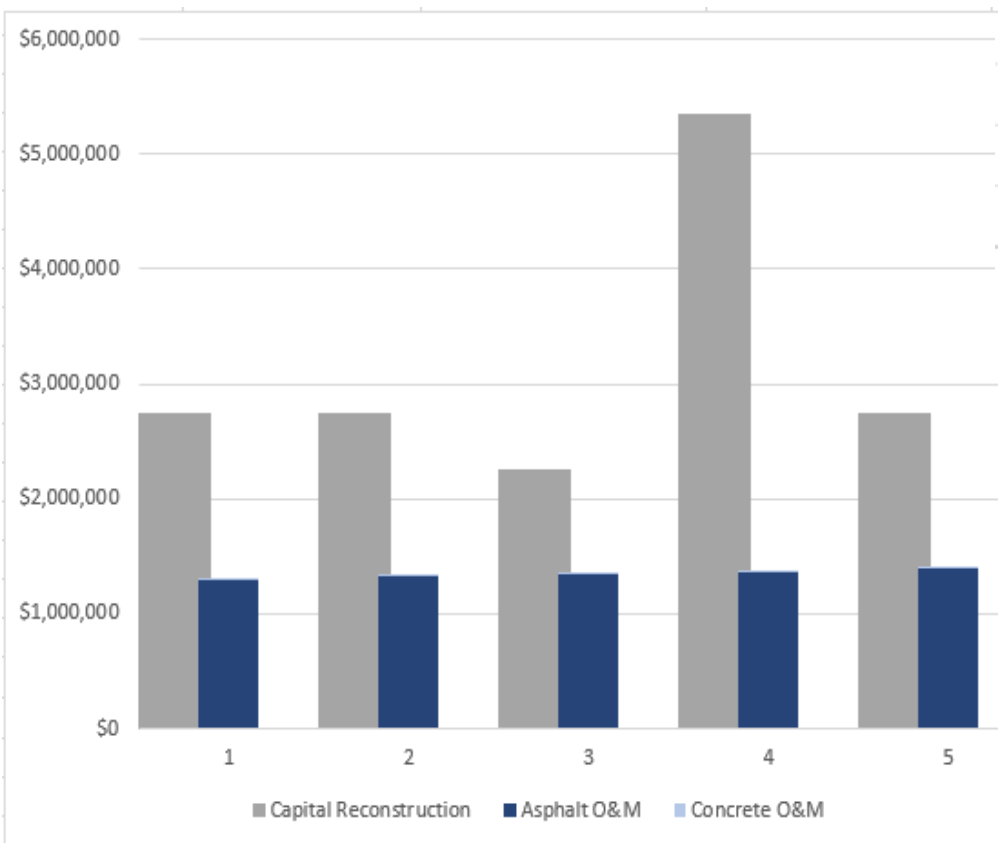
10 Year OCI:  
59.38



\* 3% Escalation on maintenance cost and original O&M budget

# SCENARIO 11

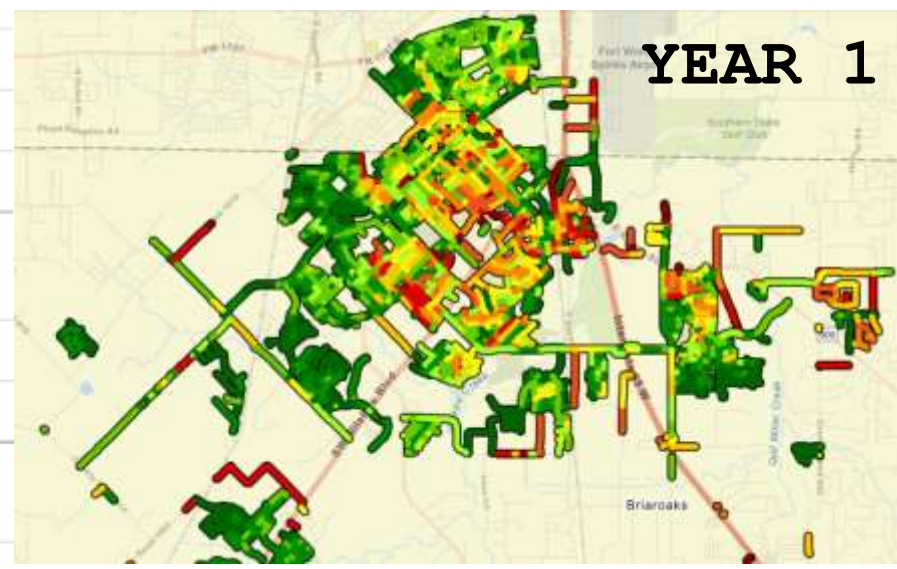
1.6 Million  
600k/1.0m Split



O&M Budget  
\$6,716,395

Capital/Rehabilita  
tion Budget  
\$15,858,275

Total 5-Year  
Budget  
\$22,574,670



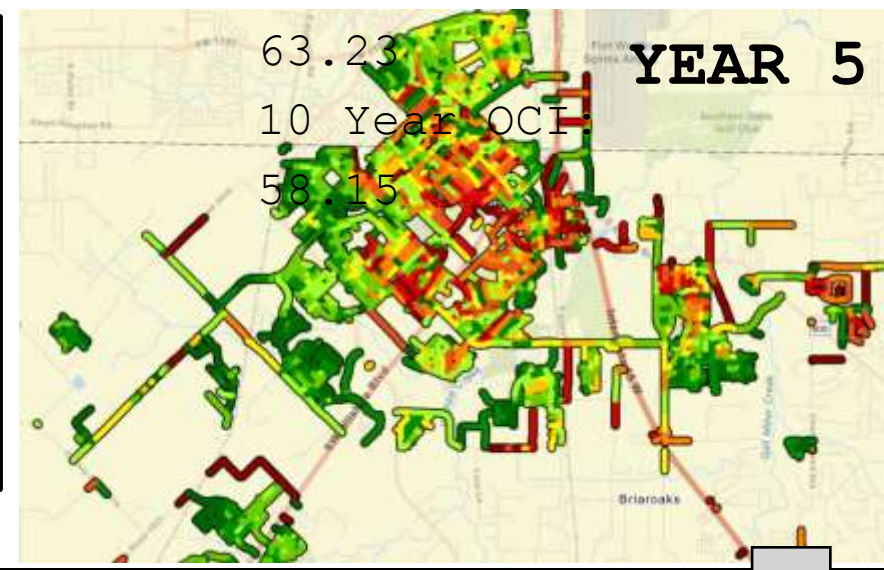
Beginning OCI:  
69

5 Year OCI:

63.23

10 Year OCI:

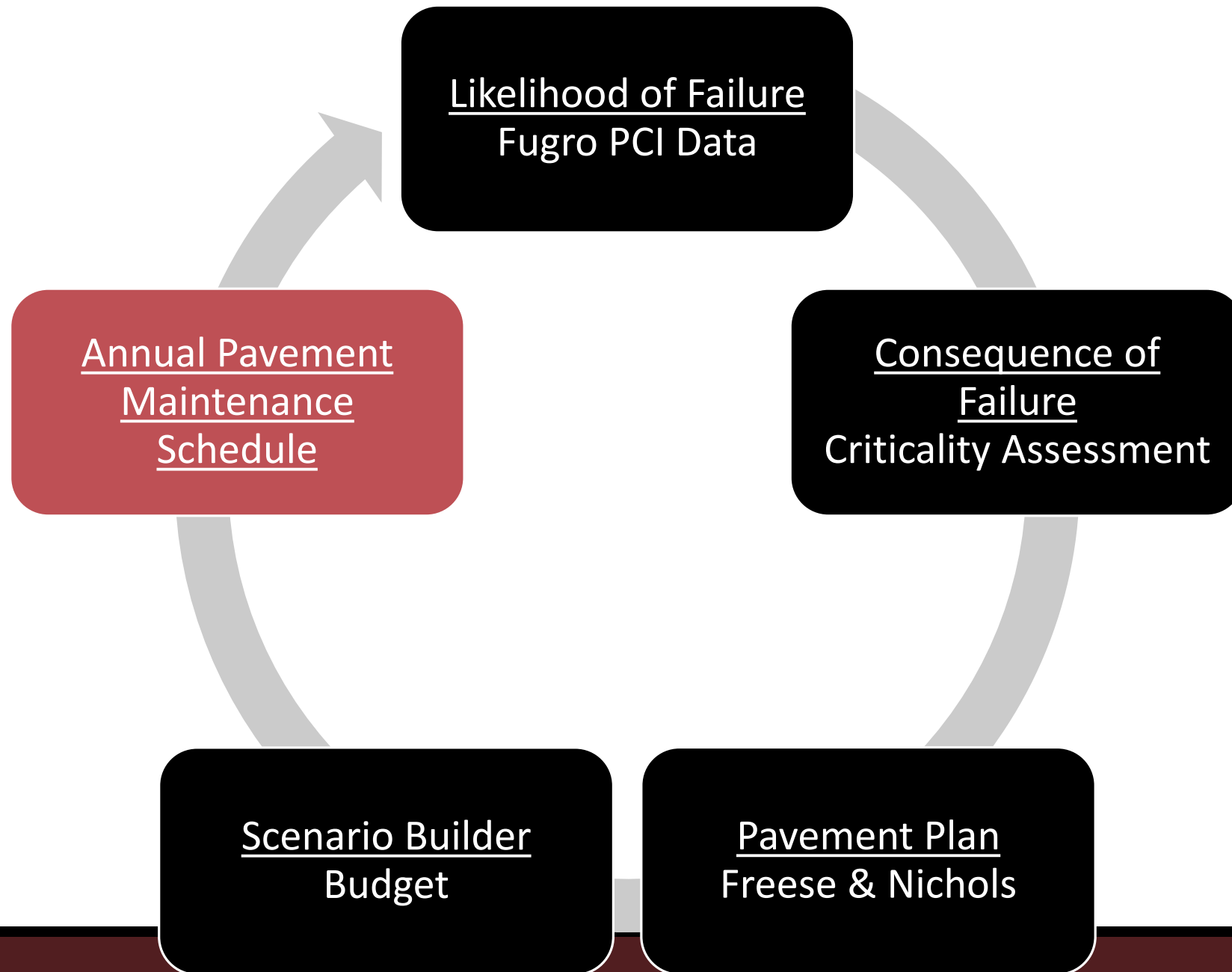
58.15



\* 3% Escalation on maintenance cost and original O&M budget

# Summary of Scenarios

Scenario	Years	O&M Dollars	Capital Dollars	Total Budget	Beginning OCI	5 Year OCI	10 Year OCI
1	10	\$ -	\$ -	\$ -	69.0	60.0	52.0
2	5	\$ 3,716,394	\$ 10,855,620	\$ 14,572,014	69.0	62.5	56.0
3	5	\$ 12,211,011	\$ 10,855,146	\$ 23,066,157	69.0	65.8	62.7
4	5	\$ 3,716,395	\$ 24,998,033	\$ 28,714,428	69.0	64.0	59.5
5	5	\$ 12,211,011	\$ 24,993,389	\$ 37,204,400	69.0	67.3	66.0
6	5	\$ 24,984,410	\$ 71,869,910	\$ 96,854,320	69.0	75.0	--
7	10	\$ 33,554,832	\$ 127,444,231	\$ 160,999,063	69.0	--	75.0
8	5	\$ 11,700,539	\$ 10,859,167	\$ 22,559,706	69.0	63.9	61.2
9	5	\$ 3,716,394	\$ 18,856,710	\$ 22,573,104	69.0	62.1	56.7
10	5	\$ 8,716,393	\$ 13,856,670	\$ 22,573,063	69.0	63.8	59.4
11	5	\$ 6,716,395	\$ 15,858,275	\$ 22,574,670	69.0	63.2	58.2

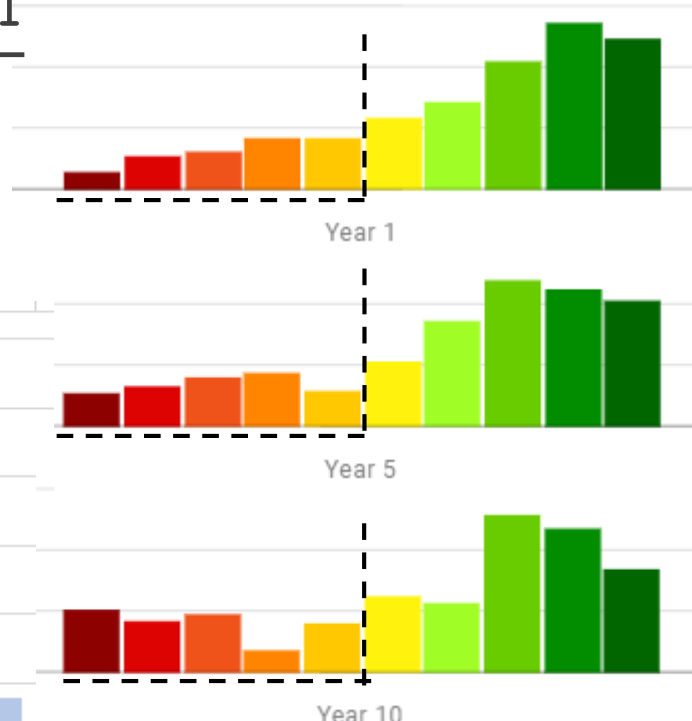
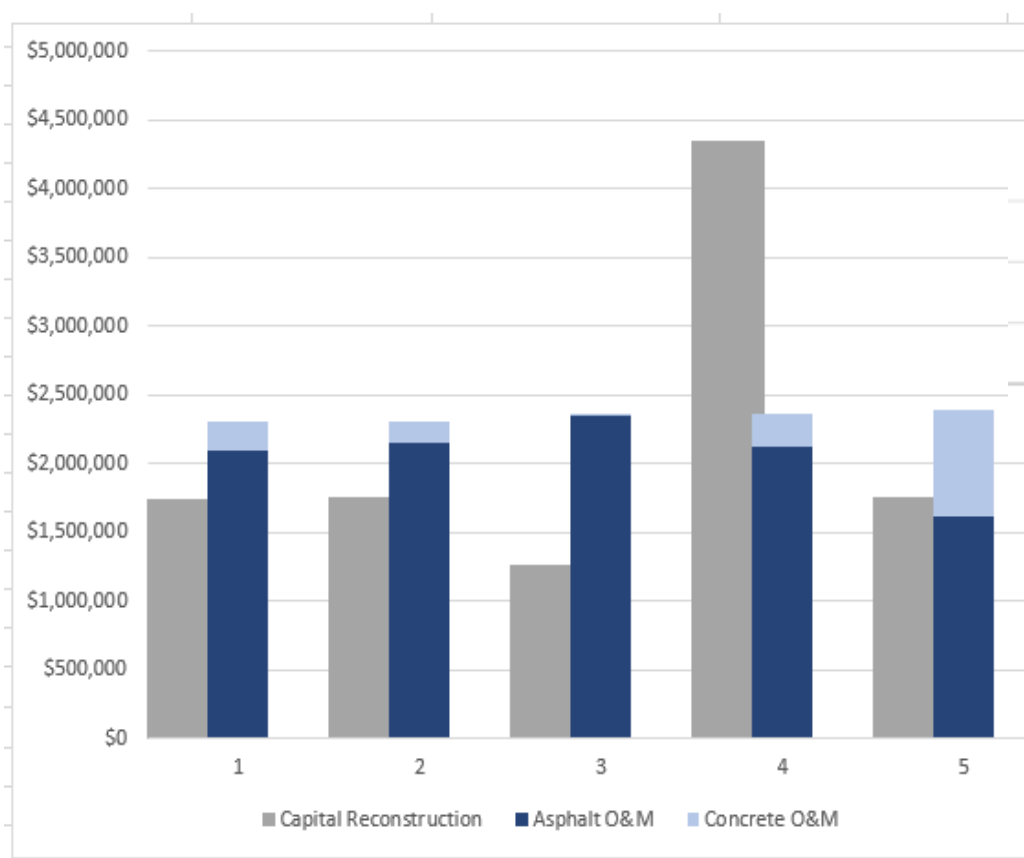




# SCAII

## Recommendation

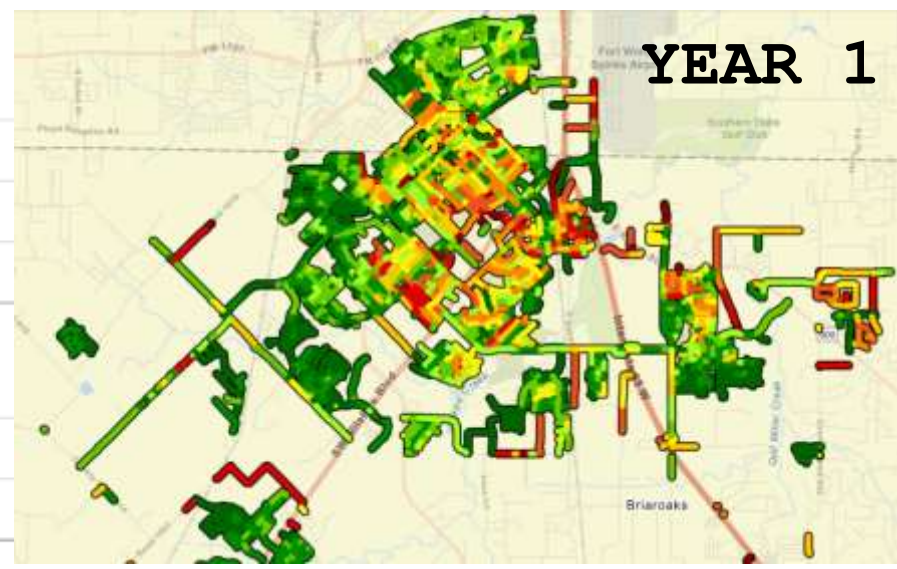
### Additional 1.6m in O&M



O&M Budget  
\$11,700,539

Capital Budget  
\$10,859,167

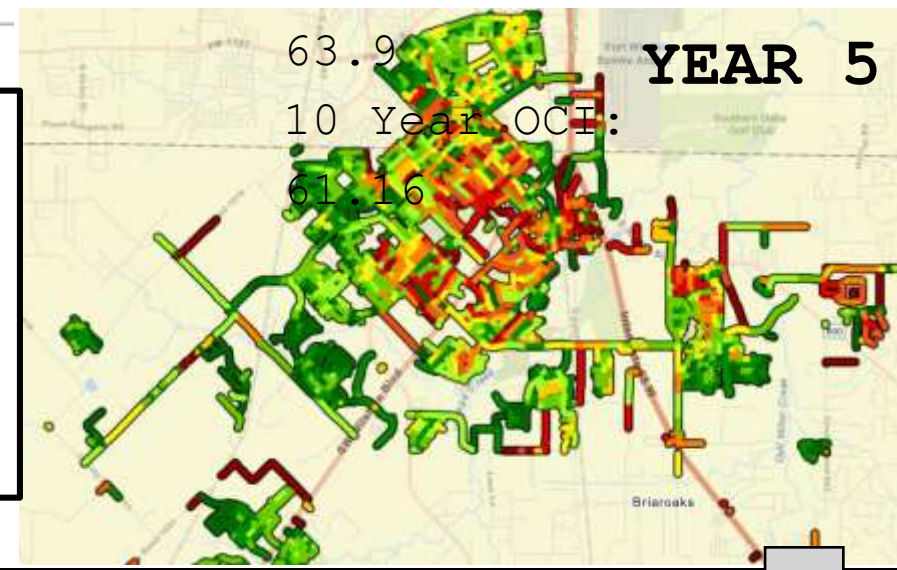
Total 5-Year Budget  
\$22,559,706



Beginning OCI:  
69

5 Year OCI:  
63.9

10 Year OCI:  
61.16



\* 3% Escalation on maintenance cost and original O&M budget



# Next Steps

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- Based on direction staff will prepare a maintenance plan to be reviewed by Public Works.
- Staff will present to council the pavement management plan and pavement maintenance schedule for FY 24/25.

# Questions / Comments

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Janalea Hembree  
Assistant to the City Manager  
[jhembree@burlesontx.com](mailto:jhembree@burlesontx.com)  
817.426.9299



**CITY COUNCIL POLICY  
43  
City of Burleson Asset  
Management Policy**

Adopted date	March 4, 2024
Revised date	NA

**CITY OF BURLESON ASSET  
MANAGEMENT POLICY**

**Purpose**

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City’s infrastructure assets. This policy will inform the City’s approach to maintaining, preserving, and enhancing its assets.

**Background**

As the City’s asset base ages, focus on the maintenance of existing infrastructure and careful decision-making regarding infrastructure development becomes increasingly necessary. Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City’s investment, to minimize future replacement and maintenance costs, and to maintain service levels.

The City’s Asset Management Program commits to delivering superior service and meeting customer expectations through efficient and effective business processes and asset stewardship. This policy lays out the City’s commitment to the pursuit of an optimally informed approach to planning, decision making and the management of critical assets. With this policy, the City will identify and manage critical assets throughout their respective lifecycles and strive to maximize its effective useful life while being fiscally conscious and limiting the City’s business risk exposure.

**Definitions**

**Asset** - An asset is a physical or abstract component, system, or resource that plays

a crucial role in the operation, maintenance, and delivery of services within an infrastructure network or facility. Assets can include roads, bridges, pipelines, tanks, pump stations, buildings, and equipment. Proper management of assets involves their acquisition, maintenance, and optimization to ensure they effectively serve their intended purpose while aligning with the organization's strategic goals.

**Asset Management** - Asset management is a holistic and strategic process within an organization that involves various coordinated activities to optimize the value derived from its assets, all while aligning with the organization's overarching goals. This approach encompasses resource allocation, infrastructure upkeep, performance evaluation, and other essential processes designed to ensure the delivery of high-quality services to stakeholders by effectively planning and maintaining assets. Asset management goes beyond simply addressing the age or condition of assets and is primarily concerned with maximizing the assets' overall utility and contribution to the organization's success.

**Customer** - A customer typically refers to the residents, businesses, and stakeholders within the community who directly benefit from or are affected by the public services and infrastructure provided by the City. These individuals and entities are the end users of the services and assets, and their satisfaction and well-being are central considerations in setting and maintaining the desired level of service.

**Level of Service** - Level of Service represents the established standards for the quality and quantity of public services and infrastructure, guiding resource allocation and ensuring the community's needs are met.

**Sustainability** - Sustainability refers to the practice of responsibly managing and maintaining assets in a way that ensures their long-term viability, value, and functionality. It involves making strategic decisions that consider the environmental, economic, and social aspects of asset performance. Sustainable asset management seeks to balance the need for optimal asset utilization with minimal environmental impact, enhanced energy efficiency, and increased social responsibility. The goal is to preserve and extend the life of assets while aligning with broader sustainability goals and minimizing negative consequences for future generations.

## Scope

The City Council is committed to a comprehensive and strategic approach to managing its infrastructure assets. This involves integrating business processes,

employing trained and knowledgeable staff, and fostering effective communication with customers and stakeholders to provide an exceptional level of service. From the planning and design phase to disposal, the city will oversee assets throughout their life cycles using a risk-based framework, ensuring responsible use of public resources while meeting the high service standards expected by residents and stakeholders. The citywide asset management program aims to optimize service delivery by balancing the level of service delivery, cost considerations, and business risks. The City is dedicated to compliance with relevant laws, regulations, and established policies, with a continual commitment to evaluating and accurately reporting on program performance. Grounded in solid data, the asset management program ensures that investments are made wisely, at the right time and on the right assets, promoting a data-driven and consistent decision-making process. The primary scope of this policy are as follows:

1. Optimize asset performance to ensure the safety and longevity of infrastructure assets, minimizing disruptions, and providing reliable services.
2. Foster fiscal responsibility to efficiently allocate resources and make informed investment decisions while reducing long-term financial burdens.
3. Enhance resilience and sustainability to prioritize asset resilience and sustainability in the face of climate change, disasters, and environmental concerns.
4. Align with community goals, including economic development, quality of life, and environmental stewardship.
5. Promote transparency and accountability for deeper and stronger community trust and engagement.
6. Enable informed data-driven decision-making and performance monitoring to support the ever-changing infrastructure needs.

### **Responsibilities**

- The City Council is responsible for adopting the Asset Management Policy and providing authority to the City Manager to implement the Asset Management Program.
- The City Manager holds the responsibility for ensuring that the City adheres to the principles and commitments outlined in this Asset Management Policy. Furthermore, the City Manager is entrusted with designating appropriate individuals for the reviews and revisions required by this policy.
- The leadership team commits to providing support to the City Manager in the



pursuit of compliance with this Asset Management Policy and to actively enforce its implementation within their respective areas of authority.

- All employees, without exception, bear the duty of strict adherence to the provisions set forth in this Asset Management Policy. The City administration is dedicated to furnishing its employees with the necessary knowledge, resources, and skills to effectively uphold and execute this policy.

## Corporate Risk Matrix

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
<b>Regulatory Compliance</b>	No Impact	Minor non-compliance requiring notification of regulatory entity.  Example: Violation of internal processes	Moderate non-compliance triggering internal investigations and potential regulatory scrutiny.  Example: Regulatory violation (SSO)	Significant violation requiring external regulatory intervention and potential legal consequences.  Example: TCEQ Administrative Order	Severe non-compliance resulting in legal actions, fines, and severe damage to reputation.  Example: EPA Consent Decree
<b>Financial</b>	No Impact	Low financial loss, manageable through existing resources and budget adjustments.  Metric: Less than \$100,000	Moderate financial impact necessitating financial reallocation and cost-cutting measures.  Metric: \$100,000 - \$250,000	Significant financial loss, requiring external funding and long-term financial restructuring.  Metric: \$250,000 - \$1,000,000	A severe financial crisis demanding immediate financial intervention and recovery strategies.  Metric: Greater than \$1,000,000
<b>Delivery of Services</b>	No Impact	Slight service disruption with minimal impact on end-users, recoverable through swift corrective actions.  Example: Disruption duration less than 12 hours	Moderate disruption affecting service quality and delivery timelines, requiring prompt attention and recovery.  Example: Disruption duration 12 – 24 hours	Significant service outage leading to public inconvenience, necessitating urgent and comprehensive restoration efforts.  Example: Disruption duration 24-72 hours	Catastrophic service failure causing widespread public distress and necessitating a long-term recovery strategy.  Example: Disruption duration greater than 72 hours

### Corporate Risk Matrix (cont.)

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
<b>Operational Impact</b>	No Impact	<p>Minor disruptions to routine operations, recoverable through prompt corrective actions.</p> <p>Example: Disruption tolerable for up to 7 days</p>	<p>Moderate disturbances to operational processes, requiring comprehensive and coordinated recovery efforts.</p> <p>Example: Disruption tolerable for up to 2 days</p>	<p>Major disruptions affecting critical operations, necessitating urgent and strategic interventions for recovery.</p> <p>Example: Disruption tolerable for up to 1 day</p>	<p>Catastrophic operational failure jeopardizing core functions, demanding an immediate and sustained recovery plan.</p> <p>Example: Disruption tolerable for less than 12 hours</p>
<b>Environmental</b>	No Impact	<p>Low environmental impact, with limited harm and manageable mitigation measures.</p>	<p>Moderate environmental damage that has short term effects and is reversible.</p>	<p>Significant environmental damage that has long term effects. Likely to lead to fines for regulatory agencies.</p>	<p>Severe and irreversible ecological harm with long-term consequences, demanding urgent and comprehensive environmental restoration strategies.</p>
<b>Reputation</b>	No Impact	<p>No reputational harm with limited impact on public perception.</p> <p>Example: Alert Notification on City Website</p>	<p>Moderate reputational harm with limited impact on public perception, manageable through strategic communication efforts.</p> <p>Example: Social Media Coverage</p>	<p>Moderate damage to reputation affecting a broader audience, requiring a comprehensive reputation management strategy.</p> <p>Example: Local Media Coverage</p>	<p>Significant reputational crisis with widespread negative impact, necessitating immediate and sustained reputation repair initiatives.</p> <p>Example: National Media Coverage</p>