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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 - Patti Pace with Wings of Hope Equitherapy Founder and Director Emeritus

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

C. Community Interest Items

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

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

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

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 November 4, 2024 regular council meeting. *(Staff contact: Lisandra Leal, Assistant City Secretary)*
- B. Consider approval of a resolution accepting the Quarterly Investment Report for September 30, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA). *(Staff Contact: Gloria Platt, Director of Finance)*
- C. Consider approval of a minute order ratifying the Economic Development Corporation 4A amendment to Resolution 4A081924AnnualBudget by amending the Capital Improvement Plan. *(Staff Contact: Gloria Platt, Director of Finance)*
- D. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of a one-year services contract with the Burleson Area Chamber of Commerce. *(Staff Contact: Alex Philips, Economic Development Director)*
- E. Consider approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$50,000 *(Staff Contact: Alex Philips, Economic Development Director)*
- F. Consider approval of a minute order ratifying the Community Service Development Corporation 4B amendment to Resolution 4B081924AnnualBudget by amending the Capital Improvement Plan. *(Staff Contact: Gloria Platt, Director of Finance)*
- G. Consider approval of a multi-year contract with Matrix Imaging Solutions, dba DataProse LLC, through an Interlocal Agreement with the City of Plano for Utility Bill Printing and Mailing Services for the Water Department, with an initial one-year term and two optional administrative renewals for a total contract amount of \$259,500. *(Staff Contact: Richard Abernethy, Director of Administrative Services)*
- H. Consider approval of an amendment to CSO#4085-01-2023, Funding Interlocal Agreement (ILA) with Tarrant County for the Design and Construction of Stone Rd. / Village Creek Parkway Widening Project. *(Staff Contact: Michelle McCullough, City Engineer)*

- I. Consider approval of a minute order increasing the authorized amount under contract CSO#4045-11-2022 with Central Square for annual software maintenance of OSSI Public Safety software in the amount of \$53,444.00. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*
- J. Consider approval of an amendment to the professional services contract (CSO# 1058-07-2019) with Lockwood, Andrews & Newnam, Inc. for design of the MP1505S 24-inch Sanitary Sewer from Oakbrook to FM 731 in the amount of \$127,553.00 for a total contract amount of \$334,162. (177389) *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- K. Consider approval of a Cooperative Purchasing Agreement with Sam Pack's Five Star Ford, Inc., for the purchase of a bucket truck through BuyBoard Cooperative Contract # 724-23 in the amount of \$137,059.41. *(Staff Contact: Errick Thompson, Director of Public Works)*
- L. Consider approval of a minute order adopting the 2025 Council Calendar. *(Staff Contact: Monica Solko, Deputy City Secretary)*

## 6. GENERAL

- A. Consider approval of a resolution casting an official ballot and allocating votes for members to the Central Appraisal District of Johnson County Board of Directors. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- B. Consider approval of a resolution casting an official ballot and allocating votes for members to the Tarrant Appraisal District Board of Directors. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- C. Consider approval of a resolution amending CSO#1640-01-2021, Impact Fee Credit Agreement with JC Panchasarp, LP. *(Staff Contact: Tony McIlwain, Director of Development Services)*
- D. Consider approval of a cooperative purchasing agreement number 737-24 with TGS Sports LLC in the amount of \$1,556,300 with a contingency of \$155,630 for the conversion of Buckskin, Morgan, Palomino, Highland, Dartmoor, Welsh, and Hackney fields at Chisenhall Fields to synthetic turf. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- E. Consider approval of an ordinance amending the annual City budget for Fiscal Year 2024-2025 (CSO#5560-09-2024) by increasing appropriations to various funds for rolling forward encumbrances from the prior year to accommodate current purchase orders and encumbered contracts; and find time is of the essence. *(First and Final Reading) (Staff Contact: Gloria Platt, Director of Finance)*
- F. Consider approval of a resolution amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2024-2025. *(Staff Contact: Gloria Platt, Director of Finance)*
- G. Consider approval of a resolution declaring intention to reimburse an amount not to exceed \$86,430,000 for FY 2024-25 planned capital projects including public works, public safety, parks, waterworks, wastewater projects. *(Staff Contact: Gloria Platt, Director of Finance)*
- H. Consider approval of a contract with Reliable Paving, Inc. through an agreement with Tarrant County, Texas for miscellaneous concrete repairs in an amount of \$700,000. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

- I. Consider approval of a construction contract with RJM Contractors, Inc., to perform project construction of Fire Station #1 Living Quarters and Administrative Areas for \$4,350,861. (*Staff Contact: Casey Davis, Fire Chief*)
- J. Consider approval of a construction contract for ITB 2025-001 with Reliable Paving, Inc. for the Summercrest Reconstruction project in the amount of \$1,304,737.32 with a project contingency of \$130,473.73 for a total of \$1,435,211.05. (WA2405) (*Staff Contact: Eric Oscarson, Deputy City Manager*)

## 7. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion and provide staff feedback on a proposed egret deterrent program. (*Staff contact: DeAnna Phillips, Director of Community Services*)
- B. Receive a report, hold a discussion, and provide staff direction on the purchase of two ambulances (*Staff Contact: Casey Davis, Fire Chief*)
- C. Receive a report, hold a discussion, and provide staff direction regarding the impact of the Tarrant Appraisal District (TAD) and Central Appraisal District of Johnson County's Reappraisal Plans for 2025-2026. (*Staff Contact: Harlan Jefferson, Deputy City Manager*)
- D. Receive a report, hold a discussion, and provide direction regarding Stormwater and Street Maintenance Fees. (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

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

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

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

## 10. **RECESS INTO EXECUTIVE SESSION**

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

- A. **Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
  - Discuss and receive direction on professional services agreement with Dr. Joseph Cordova dated on or about October 3, 2022, to serve as medical director.
  - Discuss and receive direction on Texas Municipal League Intergovernmental Risk Pool Claim Number TX226088.
  - Discuss and receive direction on Case 3:23-CV-00948-K, *Mark Eder v. City of Burleson* in the U.S. District Court, Northern District of Texas, Dallas 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 certain parcels of real property for the expansion of the intersection of Alsbury Boulevard and SW Hulen St and the expansion of County Road 1020 generally near such intersection in Johnson County, Texas 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**

-Project Dough

**11. ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the **13th of November 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:** Lisandra Leal, Assistant City Secretary  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of the minutes from the November 4, 2024 regular council meeting. (*Staff contact: Lisandra Leal, Assistant City Secretary*)

**SUMMARY:**

The City Council duly and legally met on November 4, 2024 regular council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Lisandra Leal, TRMC  
Assistant City Secretary  
[lleal@burllesontx.com](mailto:lleal@burllesontx.com)  
817-426-9687

**BURLESON CITY COUNCIL REGULAR MEETING  
NOVEMBER 4, 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  
Monica Solko, Deputy City Secretary  
Lisandra Leal, Assistant City Secretary  
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 – Dan McClendon, Mayor Pro Tem

Pledge of Allegiance to the US Flag

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

**2. PUBLIC PRESENTATIONS**

**A. Proclamations**

- None.

**B. Presentations**

- Recognition of Burleson Blaze's Success at the 2024 Special Olympics Texas Summer Games. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)
- Receive a report to recognize the selected Employees of the Quarter for the 3rd quarter of 2024. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

### **C. Community Interest Items**

- Join us for a public input meeting regarding the Hulen Street and Alsbury Boulevard expansion project is scheduled for Wednesday, November 13. The meeting will take place at 6:00 pm in the City Hall Annex Building.
- Congratulations to the Economic Development team for successfully selling out the tickets for the Project U event and for bringing really dynamic speakers to our community. Additionally, I would like to commend the team for winning two awards at the Texas Downtown President Awards Gala. They received accolades for the Best Commercial Interior for Station 330 and Best New Construction for the Ellison St. Building.
- Join us Saturday, November 9 for the annual Veterans Tribute taking place at 1:00 pm at the Veteran's Memorial Plaza, 298 E. Renfro.
- Election Day is tomorrow, November 5 and encourage all residents to go and vote.
- Congratulations to Cameron Wood on being sworn in as our new officer, and great job to the Burleson PD for selecting high quality individuals.
- Thank you to Chuck Martinez for his dedicated 19 years of service as a Firefighter, and wish him all the best in his retirement.

### **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**

- None.

### **5. CONSENT AGENDA**

#### **A. Minutes from the October 21, 2024 regular council meeting. (Staff Contact: *Monica Solko, Deputy City Secretary*)**

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

Motion passed 7-0.

#### **B. CSO#5639-11-2024, cooperative purchase agreement for the purchase and lease of physical books for the Burleson Public Library, using Texas Smart Buy Contract 715-M2, in the amount of \$65,000. (Staff Contact: *Sara Miller, Deputy Director-Library*)**



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

Motion passed 7-0.

- C. CSO#5640-11-2024, minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount of \$325,000. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney/Director of Legal Services)**

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

Motion passed 7-0.

- D. CSO#5641-11-2024, professional services agreement with Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony, in the amount of \$65,000. (Staff Contact: Wes Routson, Support Bureau Captain)**

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

Motion passed 7-0.

- E. CSO#5642-11-2024, cooperative purchasing agreement with M-Pak, through BuyBoard contract #698-23, for the procurement and replacement of uniforms, duty gear, tactical clothing and equipment, and body armor, in an amount not to exceed \$72,000. (Staff Contact: Wes Routson, Support Bureau Captain)**

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

Motion passed 7-0.

- F. CSO#5643-11-2024, contract for the purchase of a software archiving platform from Smarsh for one year through a cooperative purchasing agreement with DIR (DIR-TSO-4317) in the amount of \$51,542.22 (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

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

Motion passed 7-0.

- G. CSO#5644-11-2024, amendment to contract CSO#1889-10-2021 increasing the total contract amount by \$29,453.40 for the service and license renewal agreement with CivicPlus to include annual support, maintenance, and hosting fees for our city website. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

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

Motion passed 7-0.

- H. CSO#5645-11-2024, minute order authorizing \$118,241.16 in additional funding with United Healthcare (UHC) (CSO #5321-12-2023) for third party administration of medical, dental, and vision plans for 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)**

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

Motion passed 7-0.

- I. CSO#5646-11-2024, minute order authorizing \$14,184 in additional funding with Alliance Work Partners (CSO# 1860-09-2021) to be the city's Employee Assistance Program (EAP) for plan year 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)**

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

Motion passed 7-0.

- J. CSO#5647-11-2024, ordinance designating an approximately 30 acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as "Tax Abatement Reinvestment Zone Number 009, City of Burleson" under Chapter 312 of the Texas Tax Code. (Final Reading) (Staff Contact: Alex Philips, Director of Economic Development)**

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

Motion passed 7-0.

- K. CSO#5648-11-2024, Chapter 380 agreement with the Burleson Opportunity Fund to promote economic development in the amount of \$50,000. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

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

Motion passed 7-0.

- L. CSO#5649-11-2024, resolution amending the Mayor's Youth Council Resolution CSO#761-02-2018 to align with the Mayor's Youth Council Bylaws. (On 10/28/2024, the Mayor Youth Council voted unanimously to update their bylaws) (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

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

Motion passed 7-0.

- M. CSO#5650-11-2024, professional services contract with Freese and Nichols, Inc. for engineering services related to the review of flood studies and general stormwater drainage design for a three (3) year term in the amount of \$90,000.00. (Staff Contact: Michelle McCullough, Deputy Director/City Engineer)**

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

Motion passed 7-0.

- N. CSO#5651-11-2024, professional services contract with Kimley Horn and Associates for engineering services related to the review of traffic studies and general roadway design for a three (3) year term in the amount of \$75,000.00. (Staff Contact: Michelle McCullough, Deputy Director/City Engineer)**

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

Motion passed 7-0.

## **6. DEVELOPMENT APPLICATIONS**

- A. CSO#5652-11-2024, ordinance for a zoning change request from “A” Agriculture to “SFE” Single-Family Estate district located at 1709 County Road 913 (Case 24-274.. (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

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

Mayor Fletcher opened the public hearing. **Time: 5:50 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:51 p.m.**

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

Motion passed 7-0.

## 7. GENERAL

*Monica Solko, Deputy City Secretary, announced that items 7A, 7B and 7C will be presented together but voted on separately.*

- A. CSO#5653-11-2024, construction contract for ITB 2024-026 with Jackson Construction, Ltd. for the SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project in the amount of \$2,672,529.00 with a project contingency of \$267,253.00. (ST2302). (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

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

Motion passed 7-0.

- B. CSO#5654-11-2024, Consider approval of an agreement for crossing modification, signal modification and bore permit agreements with BNSF railroad for modifications to the Alsbury Boulevard railroad crossing and payment of associated fees of in the amount of \$550,876. (ST2302) (Staff Contact: Eric Oscarson, Deputy City Manager)**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve contingent on City Attorney approval.

Motion passed 7-0.

- C. CSO#5655-11-2024, agreement for undergrounding of electrical lines with Oncor in the amount of \$547,411. (ST2302) (Staff Contact: Eric Oscarson, Deputy City Manager)**

Motion made by Alexa Boedeker and seconded by Phil Anderson to approve.

Motion passed 7-0.

## 8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction on street asset management and the FY 24/25 Pavement Maintenance Schedule. (Staff Contact: Janalea Hembree, Assistant to the City Manager and Justin Scharnhorst, Deputy Director Public Works)**

Janalea Hembree, Assistant to the City Manager, provided an update regarding the asset management plan and outlined the scenario previously recommended by council focusing on year one of the Pavement Maintenance Plan.

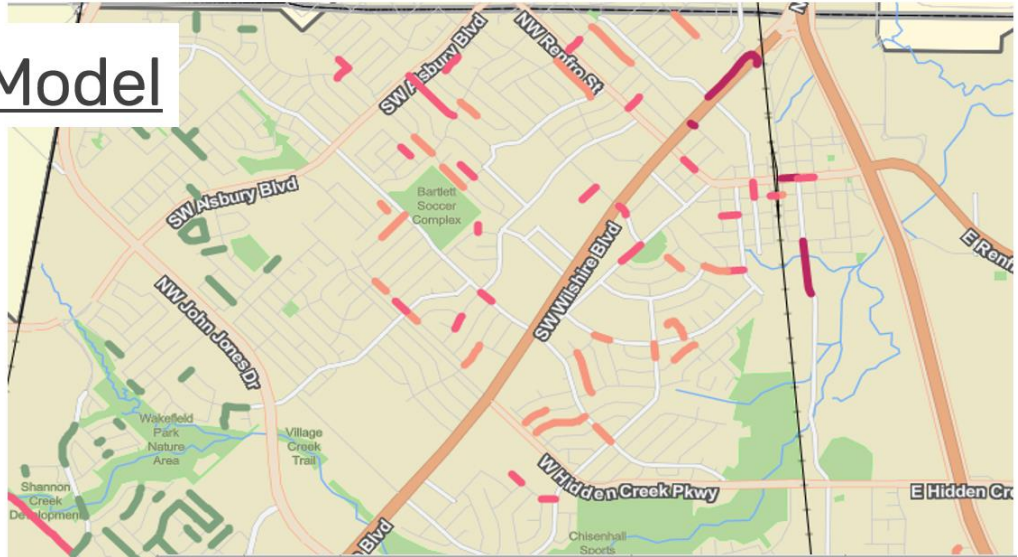
Justin Scharnhorst, Deputy Director Public Works, presented an overview of the Public Works process to the Pavement Maintenance Plan and sought the council's recommendation to proceed with the program.

# Scenario Model

O&M Budget  
\$2,299,99.59

Beginning OCI: 68.2  
Ending OCI: 67.02  
Beginning Risk: 3.32  
Ending Risk: 3.41

Arterials: 2.00%  
Collectors: 10.50%  
Local: 87.50%



Plan Year	Asset ID	Activity	Pavement Classification	Street
1	TSC27773	Asphalt Microsurface	Asphalt	SW HULEN ST
1	TSC200489	Concrete Joint Sealing	Concrete	STREAMSIDE DR
1	TSC26581	Asphalt Mill & 2" Overlay	Asphalt	TARVER RD
1	TSC28949	Asphalt Mill & 2" Overlay	Asphalt	S HURST RD
1	TSC26918	Asphalt Microsurface	Asphalt	NW ANN LOIS LN
1	TSC125633	Concrete Medium Size Full-Depth	Concrete	ST ANDREWS DR

## Options for Council Consideration and Feedback



### Staff Recommendation

**Option 1**

\$2.3m

- \$700k concrete repair contract
- \$1.6m maintenance contracts as recommended by staff following additional calibration / field verification

Consider concrete repair contract November/December - Advertise ITB in January – contract award March – all work completed August

**Option 2**

\$2.3m

- Full calibration / field verification of asset management program recommendation

Advertise ITB in March – contract award in May – work completed in September

- Option 1 includes concrete repairs for Hidden Creek Parkway, Alsbury and Renfro along with calibration and field verification.
- Option 2 focuses solely calibration and field verification recommended by the asset management program leaving out concrete repairs on Hidden Creek Parkway, Alsbury, and Renfro.

Council supports and recommends Option 1 focusing on the needs of the citizens request to repair major thoroughfares such as Hidden Creek Parkway, Alsbury, and Renfro.

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

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

- None.

**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**

-Discuss and receive direction on a facilities maintenance and operation agreement with the Burleson Independent Soccer Association dated May 14, 2021, for the athletic field complex at Bartlett Park.

-Discuss and receive direction on Case No. CC-E20240015, *State of Texas v. Village Creek Equities I, Ltd., et al.*, in the County Court at Law No. 2, Johnson County, Texas.

**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 certain parcels of real property for the expansion of the intersection of Alsbury Boulevard and SW Hulen St and the expansion of County Road 1020 generally near such intersection in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

-Discuss and receive direction on certain parcels of real property necessary for a 12" waterline extension to the Mountain Valley Lakes Subdivision generally near such subdivision in Johnson County, Texas 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**

Motion was made by Adam Russell and seconded by Phil Anderson to convene into executive session. **Time: 6:27 p.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Adam Russell to reconvene into open session. **Time: 7:20 p.m.**

Motion passed 7-0.

## 12. **ADJOURNMENT**

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

Mayor Chris Fletcher adjourned the meeting.

**Time: 7:20 p.m.**

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Lisandra Leal  
Assistant City Secretary

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**City Council Regular Meeting**

**DEPARTMENT:** Finance  
**FROM:** Gloria Platt, Director of Finance  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a resolution accepting the Quarterly Investment Report for September 30, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA). (Staff Contact: Gloria Platt, Director of Finance)

**SUMMARY:**

To comply with the Public Funds Investment Act (PFIA), staff is required to report quarterly to the City Council on the activities of its cash and investment holdings. The information required by the PFIA includes investment results for the quarter, economic summary and investment strategy, investment holdings, and book vs. market comparisons.

**RECOMMENDATION:**

Approve the resolution accepting the Quarterly Investment Report for September 30, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA).

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

N/A

**REFERENCE:**

Attached is a copy of the September 30, 2024 Quarterly Investment Report.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Gloria Platt  
Director of Finance  
gplatt@burlesontx.com  
817-426-9883







# Quarterly Investment Report

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PRESENTED TO THE CITY COUNCIL ON  
NOVEMBER 18, 2024



## INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

September 30, 2024

Prepared by  
Valley View Consulting, L.L.C.

The investment portfolio of the City of Burleson is in compliance with the Public Funds Investment Act and the City of Burleson Investment Policy and Strategies.



**Disclaimer:** These reports were compiled using information provided by the City of Burleson. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

## Annual Comparison of Portfolio Performance

### FYE Results by Investment Category:

City Funds	September 30, 2023			September 30, 2024		
	Asset Type	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Deposit Account/Money Market Account	\$ 19,047,644	\$ 19,047,644	4.90%	\$ 19,657,361	\$ 19,657,361	4.51%
Pools/Money Market Fund	50,489,464	50,489,464	5.50%	54,736,938	54,736,938	5.23%
Securities	33,468,111	33,032,003	1.99%	14,999,191	15,226,245	4.93%
Certificates of Deposit	34,599,102	34,599,102	5.51%	69,682,564	69,682,564	5.24%
<b>TOTALS</b>	<b>\$ 137,604,320</b>	<b>\$ 137,168,213</b>		<b>\$ 159,076,054</b>	<b>\$ 159,303,108</b>	
Fourth Quarter-End Yield			<b>4.57%</b>			<b>5.12%</b>
<b>Average Quarter-End Yields (1):</b>			<b><u>2023</u></b>			<b><u>2024</u></b>
Burleson			3.56%			5.07%
Rolling Three Month Treasury			4.95%			5.42%
Rolling Six Month Treasury			4.77%			5.34%
TexPool			4.74%			5.29%
Fiscal year-to-date Interest Income	\$ 4,022,560	(Approximate)		\$ 6,637,710	(Approximate)	

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

## Summary

### Quarter End Results by Investment Category:

Asset Type	June 30, 2024			September 30, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Deposit Account/Money Market Account	5.41%	\$ 21,609,243	\$ 21,609,243	4.51%	\$ 19,657,361	\$ 19,657,361
Pools/Money Market Fund	5.37%	27,255,433	27,255,433	5.23%	54,736,938	54,736,938
Securities	4.01%	19,998,914	20,001,480	4.93%	14,999,191	15,226,245
Certificates of Deposit	5.37%	56,996,547	56,996,547	5.24%	69,682,564	69,682,564
<b>Total</b>	<b>5.16%</b>	<b>\$ 125,860,137</b>	<b>\$ 125,862,703</b>	<b>5.12%</b>	<b>\$ 159,076,054</b>	<b>\$ 159,303,108</b>

<u>Average Yield - Current Quarter (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	5.12%	Total Portfolio	5.07%
Rolling Three Month Treasury	5.24%	Rolling Three Month Treasury	5.42%
Rolling Six Month Treasury	5.17%	Rolling Six Month Treasury	5.34%
TexPool	5.16%	TexPool	5.29%

<u>Interest Earnings (Approximate)</u>	
Quarter	\$ 1,650,716
Fiscal Year-to-date	\$ 6,637,710

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

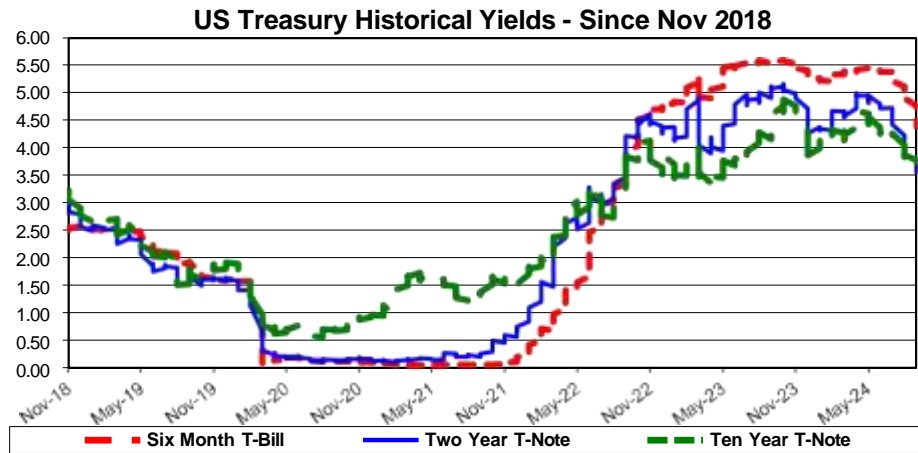
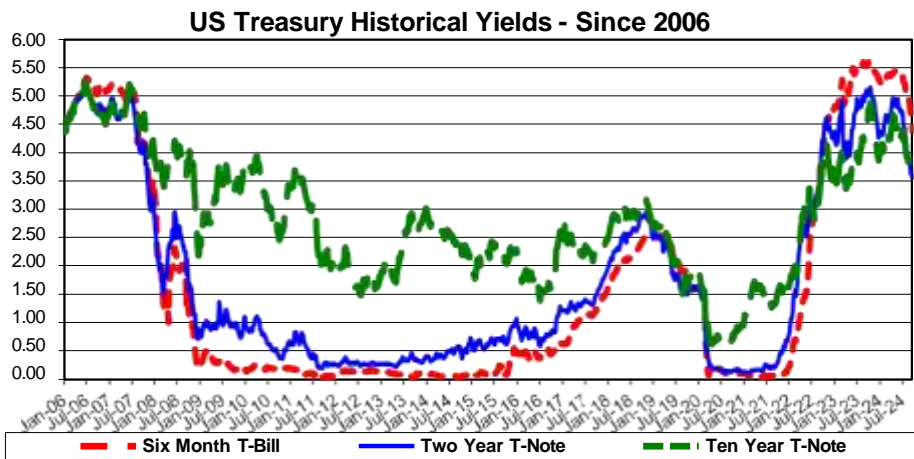
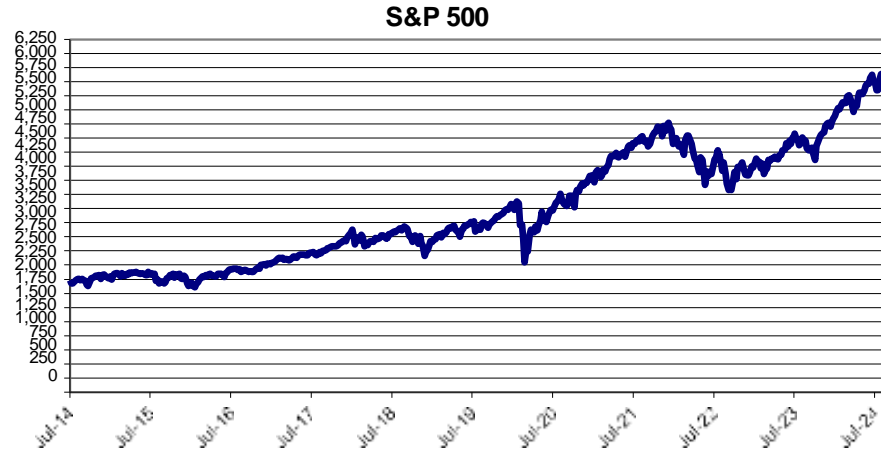
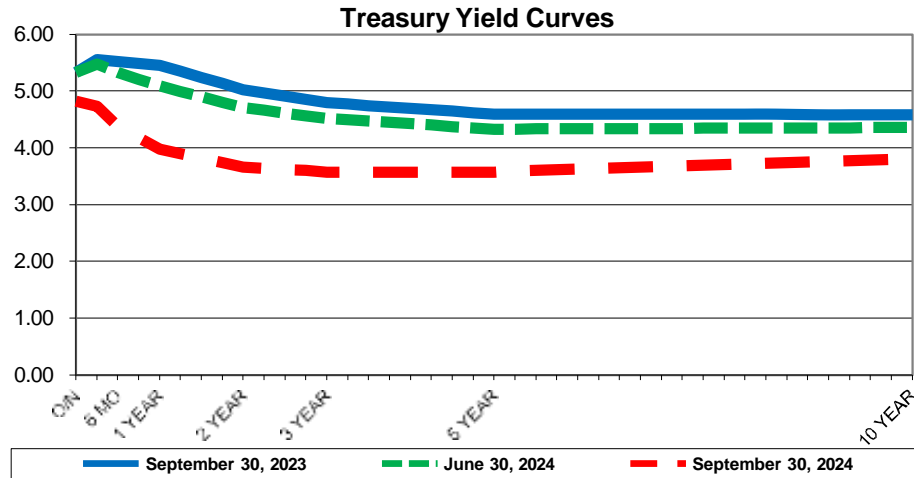
(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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**Economic Overview**

9/30/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range 0.50% to 4.75% - 5.00% (Effective Fed Funds trade +/-4.83%). Expectations are for two more 0.25% cuts by 12/31, although any actions will be meeting-by-meeting and "data-dependent." Sep Non-Farm Payroll surged 254k new jobs (above expectation), with the previous two months revised up boosting the Three Month Rolling Average 186k (from the previous 116k). Second Quarter 2024 GDP remained +3.0% due to increased consumer spending. The S&P 500 Stock Index exceeded 5,700 making new records. The yield curve dropped with the FOMC action and anticipated future actions. Crude Oil drifted slightly higher to +/- \$74 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-3.2%). Declining global economic outlook, ongoing/expanding military conflicts and the domestic elections increase uncertainty.



All numbers estimated and subject to change.

**Investment Holdings**  
**September 30, 2024**

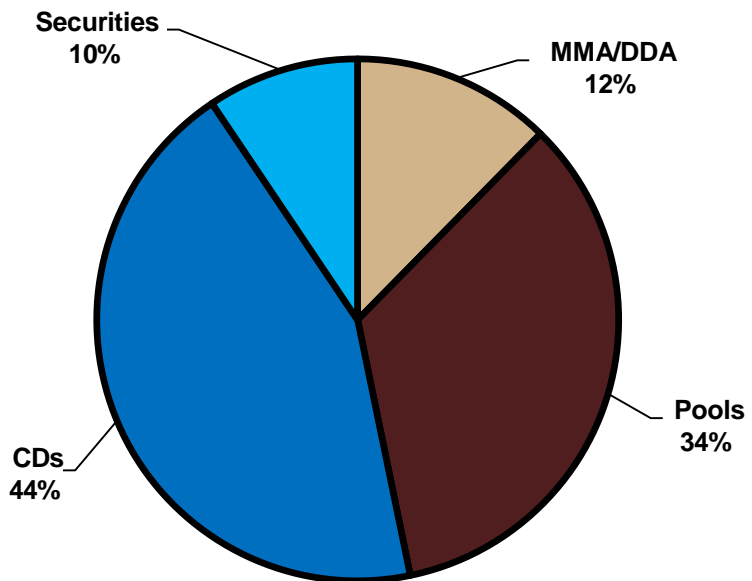
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
American National Bank MMA		0.11%	10/01/24	09/30/24	\$ 427,258	\$ 427,258	1.00	\$ 427,258	1	0.11%
InterBank MMA		5.57%	10/01/24	09/30/24	100,447	100,447	1.00	100,447	1	5.57%
InterBank ICS		5.15%	10/01/24	09/30/24	5,244,562	5,244,562	1.00	5,244,562	1	5.15%
Independent Financial Bank Cash		0.00%	10/01/24	09/30/24	1,752,679	1,752,679	1.00	1,752,679	1	0.00%
Independent Financial Bank MMA		5.48%	10/01/24	09/30/24	958,262	958,262	1.00	958,262	1	5.48%
Independent Financial Bank MMA #2		5.48%	10/01/24	09/30/24	7	7	1.00	7	1	5.48%
NexBank IntraFi MMA Savings		5.00%	10/01/24	09/30/24	11,174,146	11,174,146	1.00	11,174,146	1	5.00%
TexPool	AAAm	5.16%	10/01/24	09/30/24	4,861,555	4,861,555	1.00	4,861,555	1	5.16%
LOGIC	AAAm	5.23%	10/01/24	09/30/24	49,875,383	49,875,383	1.00	49,875,383	1	5.23%
East West Bank CD		5.58%	10/25/24	10/25/23	3,207,074	3,207,074	100.00	3,207,074	25	5.74%
East West Bank CD		5.17%	11/15/24	02/15/24	5,357,613	5,357,613	100.00	5,357,613	46	5.31%
East West Bank CD		5.14%	02/24/25	03/22/24	15,413,241	15,413,241	100.00	15,413,241	147	5.27%
East West Bank CD		5.14%	03/24/25	03/22/24	5,137,747	5,137,747	100.00	5,137,747	175	5.27%
East West Bank CD		5.26%	04/23/25	04/23/24	5,117,356	5,117,356	100.00	5,117,356	205	5.40%
East West Bank CD		5.25%	05/28/25	06/14/24	5,079,002	5,079,002	100.00	5,079,002	240	5.39%
East West Bank CD		5.28%	06/02/25	06/04/24	10,173,727	10,173,727	100.00	10,173,727	245	5.42%
East West Bank CD		5.25%	07/02/25	06/17/24	5,076,811	5,076,811	100.00	5,076,811	275	5.39%
Treasury Note	Aaa/AA+	5.00%	10/31/25	04/24/24	5,000,000	4,997,770	101.10	5,055,078	396	5.04%
American Nat'l Bank & Trust CD		4.70%	01/25/26	07/25/24	15,119,992	15,119,992	100.00	15,119,992	482	4.80%
Federal Farm Credit Bank	Aaa/AA+	4.88%	04/15/26	04/24/24	5,000,000	4,993,608	101.62	5,081,249	562	4.96%
Federal Farm Credit Bank	Aaa/AA+	4.88%	06/12/26	06/25/24	5,000,000	5,007,813	101.80	5,089,918	620	4.78%
<b>Total Portfolio</b>					<b>\$ 159,076,863</b>	<b>\$ 159,076,054</b>		<b>\$ 159,303,108</b>	<b>157</b>	<b>5.12%</b>

(1) (2)

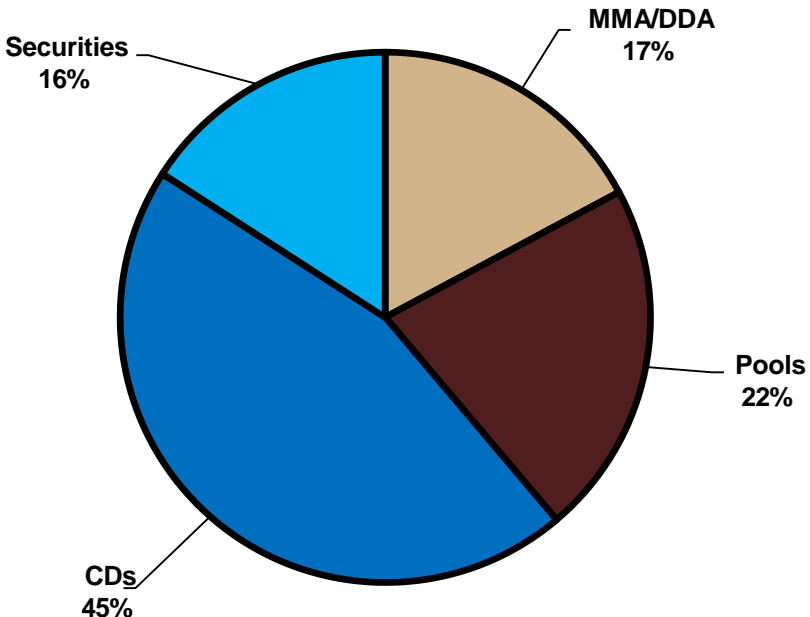
(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

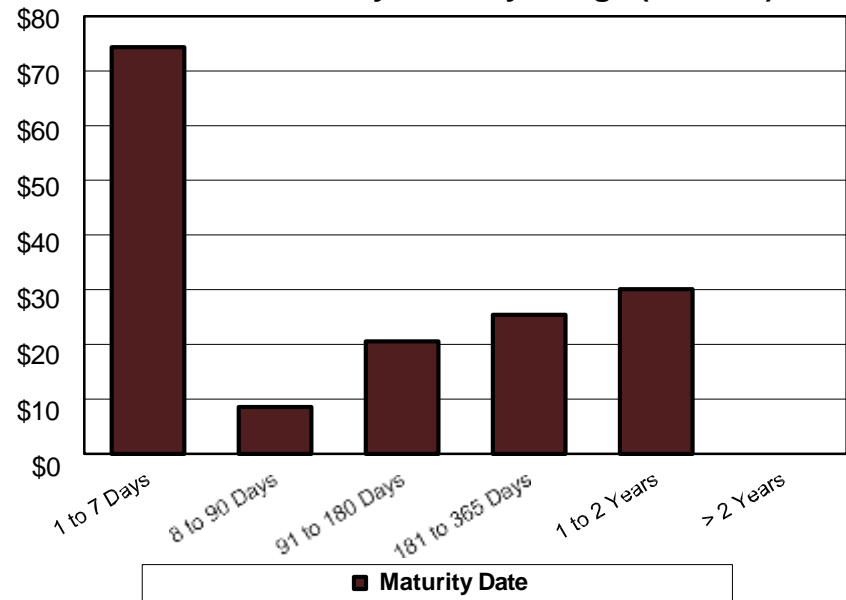
**Composition - Current Quarter**



**Composition - Prior Quarter**



**Distribution by Maturity Range (Millions)**





## Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/24	Increases	Decreases	Book Value 09/30/24	Market Value 06/30/24	Change in Market Value	Market Value 09/30/24
American National Bank MMA	0.11%	10/01/24	\$ 298,490	\$ 128,769	\$ -	\$ 427,258	\$ 298,490	\$ 128,769	\$ 427,258
American Nat'l Bank of TX MMA #2	5.00%	10/01/24	411,859	-	(411,859)	-	411,859	(411,859)	-
InterBank MMA	5.57%	10/01/24	100,463	-	(16)	100,447	100,463	(16)	100,447
InterBank ICS	5.15%	10/01/24	5,169,563	74,999	-	5,244,562	5,169,563	74,999	5,244,562
Independent Financial Bank Cash	0.00%	10/01/24	384,839	1,367,839	-	1,752,679	384,839	1,367,839	1,752,679
Independent Financial Bank MMA	5.48%	10/01/24	4,165,110	-	(3,206,848)	958,262	4,165,110	(3,206,848)	958,262
Independent Financial Bank MMA #2	5.48%	10/01/24	57,694	-	(57,688)	7	57,694	(57,688)	7
NexBank IntraFi MMA Savings	5.00%	10/01/24	11,021,225	152,921	-	11,174,146	11,021,225	152,921	11,174,146
TexPool	5.16%	10/01/24	12,278,188	-	(7,416,634)	4,861,555	12,278,188	(7,416,634)	4,861,555
LOGIC	5.23%	10/01/24	14,977,244	34,898,139	-	49,875,383	14,977,244	34,898,139	49,875,383
Federal National Mortgage Ass'n	1.27%	07/02/24	5,000,128	-	(5,000,128)	-	4,999,447	(4,999,447)	-
East West Bank CD	5.56%	08/20/24	3,148,016	-	(3,148,016)	-	3,148,016	(3,148,016)	-
East West Bank CD	5.74%	10/25/24	3,162,287	44,787	-	3,207,074	3,162,287	44,787	3,207,074
East West Bank CD	5.31%	11/15/24	5,288,255	69,358	-	5,357,613	5,288,255	69,358	5,357,613
East West Bank CD	5.27%	02/24/25	15,214,854	198,386	-	15,413,241	15,214,854	198,386	15,413,241
East West Bank CD	5.27%	03/24/25	5,071,618	66,129	-	5,137,747	5,071,618	66,129	5,137,747
East West Bank CD	5.40%	04/23/25	5,049,962	67,394	-	5,117,356	5,049,962	67,394	5,117,356
East West Bank CD	5.39%	05/28/25	5,012,240	66,762	-	5,079,002	5,012,240	66,762	5,079,002
East West Bank CD	5.42%	06/02/25	10,039,237	134,490	-	10,173,727	10,039,237	134,490	10,173,727
East West Bank CD	5.39%	07/02/25	5,010,078	66,734	-	5,076,811	5,010,078	66,734	5,076,811
Treasury Note	5.04%	10/31/25	4,997,252	518	-	4,997,770	5,000,000	55,078	5,055,078
American Nat'l Bank & Trust CD	4.80%	01/25/26	-	15,119,992	-	15,119,992	-	15,119,992	15,119,992
Federal Farm Credit Bank	4.96%	04/15/26	4,992,562	1,046	-	4,993,608	4,997,096	84,152	5,081,249
Federal Farm Credit Bank	4.78%	06/12/26	5,008,972	-	(1,159)	5,007,813	5,004,937	84,981	5,089,918
<b>TOTAL / AVERAGE</b>	<b>5.12%</b>		<b>\$ 125,860,137</b>	<b>\$ 52,458,264</b>	<b>\$ (19,242,347)</b>	<b>\$ 159,076,054</b>	<b>\$ 125,862,703</b>	<b>\$ 33,440,405</b>	<b>\$ 159,303,108</b>

# Options

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Approve as presented or  
with modifications



Deny request

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2024.**

**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**, City staff has reported to the City Council the activities of the City’s cash and investment holdings for the last quarter; and

**WHEREAS**, City desires to accept the quarterly investment report from the City staff.

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

**Section 1.**

The City Council hereby accepts from City staff the quarterly investment report for the quarter ending September 30, 2024, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes.

**Section 2.**

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

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



## INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

September 30, 2024

Prepared by  
Valley View Consulting, L.L.C.

The investment portfolio of the City of Burleson is in compliance with the Public Funds Investment Act and the City of Burleson Investment Policy and Strategies.

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**Disclaimer:** These reports were compiled using information provided by the City of Burleson. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

## Annual Comparison of Portfolio Performance

### FYE Results by Investment Category:

City Funds	<u>September 30, 2023</u>			<u>September 30, 2024</u>		
<u>Asset Type</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>
Demand Deposit Account/Money Market Account	\$ 19,047,644	\$ 19,047,644	4.90%	\$ 19,657,361	\$ 19,657,361	4.51%
Pools/Money Market Fund	50,489,464	50,489,464	5.50%	54,736,938	54,736,938	5.23%
Securities	33,468,111	33,032,003	1.99%	14,999,191	15,226,245	4.93%
Certificates of Deposit	34,599,102	34,599,102	5.51%	69,682,564	69,682,564	5.24%
<b>TOTALS</b>	<b><u>\$ 137,604,320</u></b>	<b><u>\$ 137,168,213</u></b>		<b><u>\$ 159,076,054</u></b>	<b><u>\$ 159,303,108</u></b>	
Fourth Quarter-End Yield			<b>4.57%</b>			<b>5.12%</b>
<b>Average Quarter-End Yields (1):</b>			<b><u>2023</u></b>			<b><u>2024</u></b>
Burleson			3.56%			5.07%
Rolling Three Month Treasury			4.95%			5.42%
Rolling Six Month Treasury			4.77%			5.34%
TexPool			4.74%			5.29%
Fiscal year-to-date Interest Income	\$ 4,022,560	(Approximate)		\$ 6,637,710	(Approximate)	

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

## Summary

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#### Average Yield - Current Quarter (1)

Total Portfolio	5.12%
Rolling Three Month Treasury	5.24%
Rolling Six Month Treasury	5.17%
TexPool	5.16%

#### Fiscal Year-to-Date Average Yield (2)

Total Portfolio	5.07%
Rolling Three Month Treasury	5.42%
Rolling Six Month Treasury	5.34%
TexPool	5.29%

#### Interest Earnings (Approximate)

Quarter	\$ 1,650,716
Fiscal Year-to-date	\$ 6,637,710

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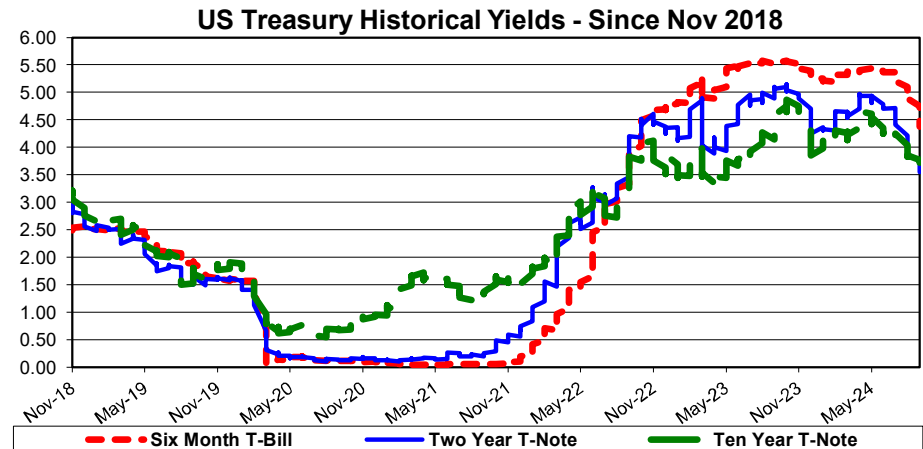
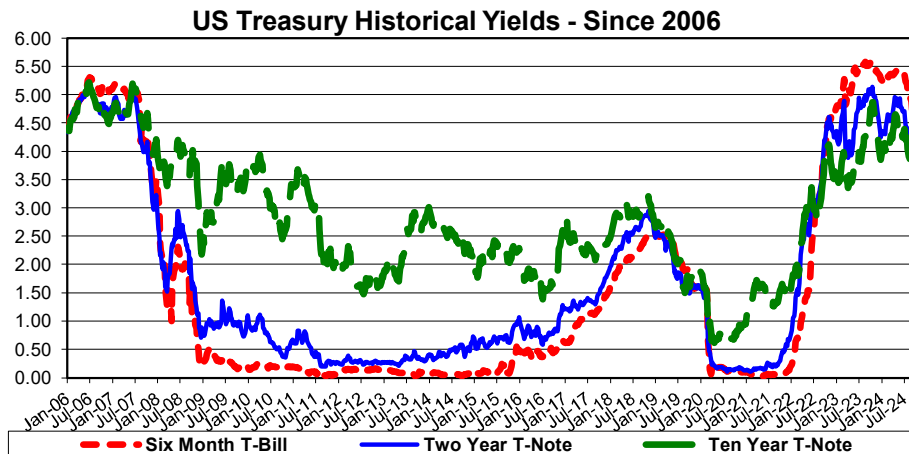
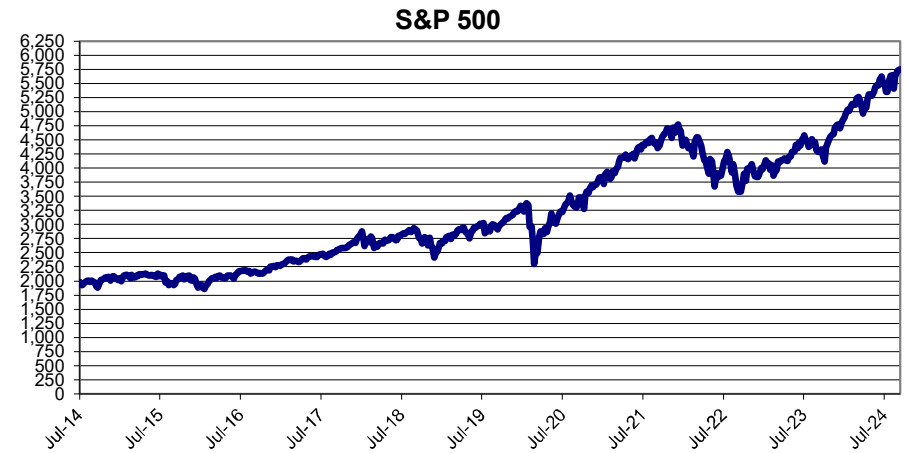
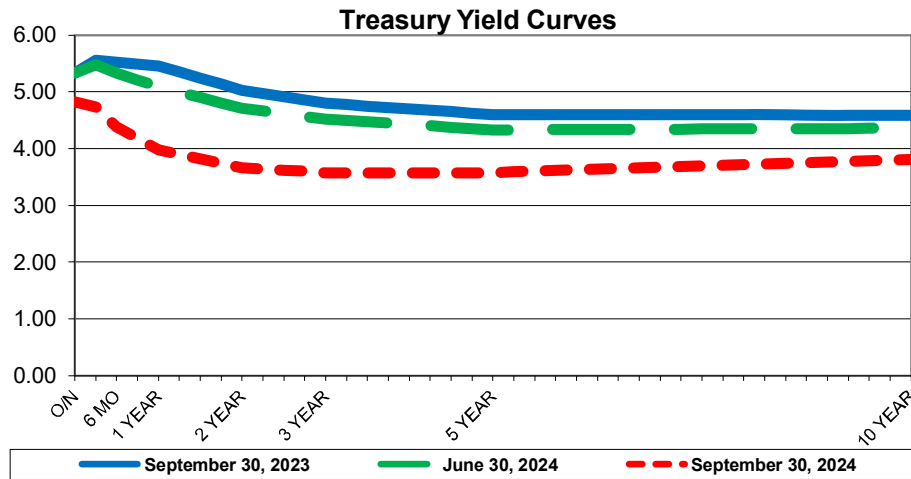
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9/30/2024

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**Investment Holdings**  
**September 30, 2024**

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Independent Financial Bank MMA		5.48%	10/01/24	09/30/24	958,262	958,262	1.00	958,262	1	5.48%
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East West Bank CD		5.26%	04/23/25	04/23/24	5,117,356	5,117,356	100.00	5,117,356	205	5.40%
East West Bank CD		5.25%	05/28/25	06/14/24	5,079,002	5,079,002	100.00	5,079,002	240	5.39%
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East West Bank CD		5.25%	07/02/25	06/17/24	5,076,811	5,076,811	100.00	5,076,811	275	5.39%
Treasury Note	Aaa/AA+	5.00%	10/31/25	04/24/24	5,000,000	4,997,770	101.10	5,055,078	396	5.04%
American Nat'l Bank & Trust CD		4.70%	01/25/26	07/25/24	15,119,992	15,119,992	100.00	15,119,992	482	4.80%
Federal Farm Credit Bank	Aaa/AA+	4.88%	04/15/26	04/24/24	5,000,000	4,993,608	101.62	5,081,249	562	4.96%
Federal Farm Credit Bank	Aaa/AA+	4.88%	06/12/26	06/25/24	5,000,000	5,007,813	101.80	5,089,918	620	4.78%
<b>Total Portfolio</b>					<b>\$ 159,076,863</b>	<b>\$ 159,076,054</b>		<b>\$ 159,303,108</b>	<b>157</b>	<b>5.12%</b>

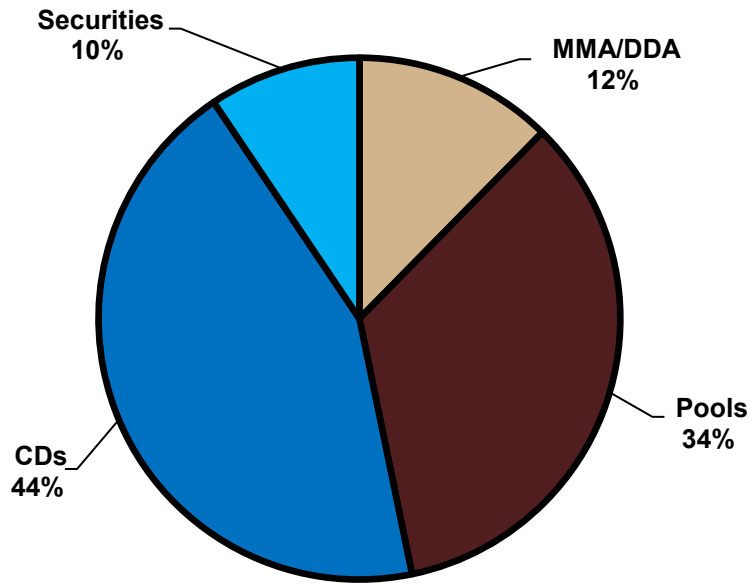
(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

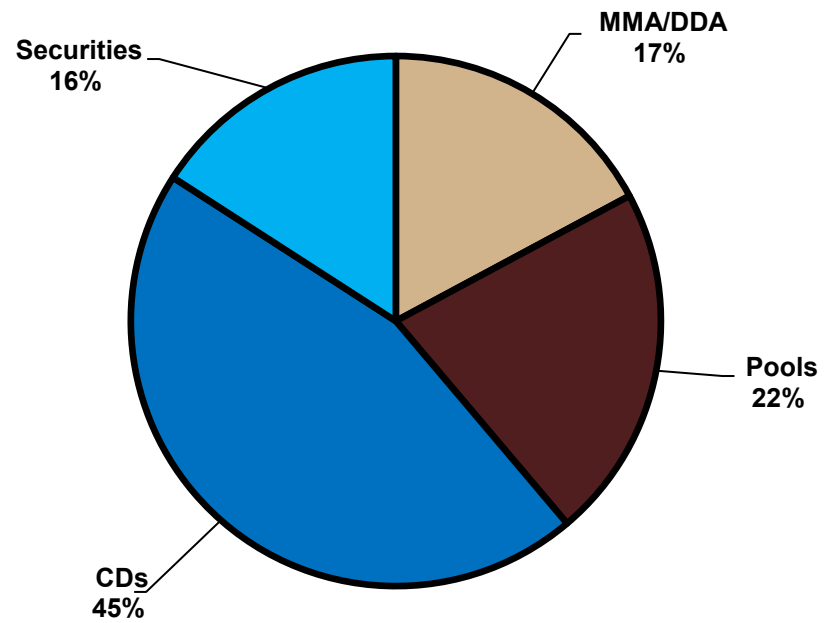
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.



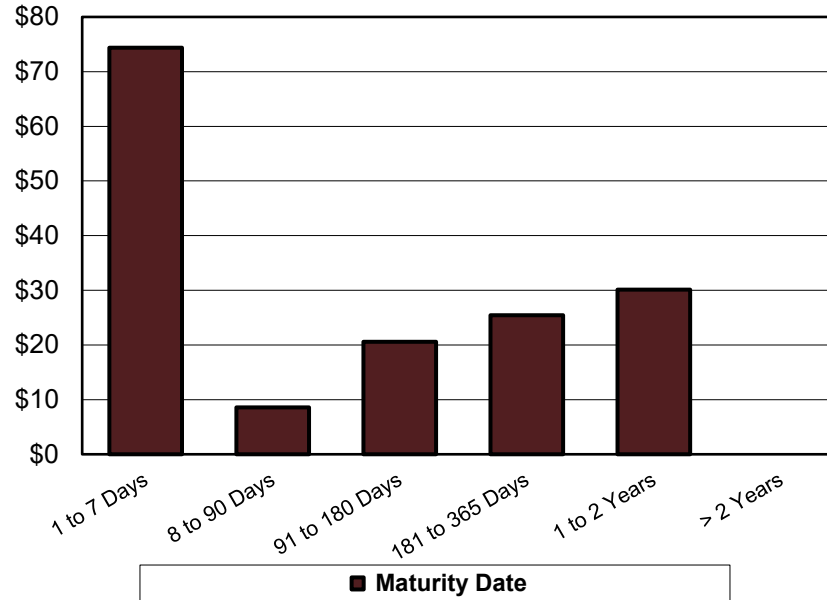
**Composition - Current Quarter**



**Composition - Prior Quarter**



**Distribution by Maturity Range (Millions)**



## Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/24	Increases	Decreases	Book Value 09/30/24	Market Value 06/30/24	Change in Market Value	Market Value 09/30/24
American National Bank MMA	0.11%	10/01/24	\$ 298,490	\$ 128,769	\$ -	\$ 427,258	\$ 298,490	\$ 128,769	\$ 427,258
American Nat'l Bank of TX MMA #2	5.00%	10/01/24	411,859	-	(411,859)	-	411,859	(411,859)	-
InterBank MMA	5.57%	10/01/24	100,463	-	(16)	100,447	100,463	(16)	100,447
InterBank ICS	5.15%	10/01/24	5,169,563	74,999	-	5,244,562	5,169,563	74,999	5,244,562
Independent Financial Bank Cash	0.00%	10/01/24	384,839	1,367,839	-	1,752,679	384,839	1,367,839	1,752,679
Independent Financial Bank MMA	5.48%	10/01/24	4,165,110	-	(3,206,848)	958,262	4,165,110	(3,206,848)	958,262
Independent Financial Bank MMA #2	5.48%	10/01/24	57,694	-	(57,688)	7	57,694	(57,688)	7
NexBank IntraFi MMA Savings	5.00%	10/01/24	11,021,225	152,921	-	11,174,146	11,021,225	152,921	11,174,146
TexPool	5.16%	10/01/24	12,278,188	-	(7,416,634)	4,861,555	12,278,188	(7,416,634)	4,861,555
LOGIC	5.23%	10/01/24	14,977,244	34,898,139	-	49,875,383	14,977,244	34,898,139	49,875,383
Federal National Mortgage Ass'n	1.27%	07/02/24	5,000,128	-	(5,000,128)	-	4,999,447	(4,999,447)	-
East West Bank CD	5.56%	08/20/24	3,148,016	-	(3,148,016)	-	3,148,016	(3,148,016)	-
East West Bank CD	5.74%	10/25/24	3,162,287	44,787	-	3,207,074	3,162,287	44,787	3,207,074
East West Bank CD	5.31%	11/15/24	5,288,255	69,358	-	5,357,613	5,288,255	69,358	5,357,613
East West Bank CD	5.27%	02/24/25	15,214,854	198,386	-	15,413,241	15,214,854	198,386	15,413,241
East West Bank CD	5.27%	03/24/25	5,071,618	66,129	-	5,137,747	5,071,618	66,129	5,137,747
East West Bank CD	5.40%	04/23/25	5,049,962	67,394	-	5,117,356	5,049,962	67,394	5,117,356
East West Bank CD	5.39%	05/28/25	5,012,240	66,762	-	5,079,002	5,012,240	66,762	5,079,002
East West Bank CD	5.42%	06/02/25	10,039,237	134,490	-	10,173,727	10,039,237	134,490	10,173,727
East West Bank CD	5.39%	07/02/25	5,010,078	66,734	-	5,076,811	5,010,078	66,734	5,076,811
Treasury Note	5.04%	10/31/25	4,997,252	518	-	4,997,770	5,000,000	55,078	5,055,078
American Nat'l Bank & Trust CD	4.80%	01/25/26	-	15,119,992	-	15,119,992	-	15,119,992	15,119,992
Federal Farm Credit Bank	4.96%	04/15/26	4,992,562	1,046	-	4,993,608	4,997,096	84,152	5,081,249
Federal Farm Credit Bank	4.78%	06/12/26	5,008,972	-	(1,159)	5,007,813	5,004,937	84,981	5,089,918
<b>TOTAL / AVERAGE</b>	<b>5.12%</b>		<b>\$ 125,860,137</b>	<b>\$ 52,458,264</b>	<b>\$ (19,242,347)</b>	<b>\$ 159,076,054</b>	<b>\$ 125,862,703</b>	<b>\$ 33,440,405</b>	<b>\$ 159,303,108</b>

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**City Council Regular Meeting**

**DEPARTMENT:** Finance Department  
**FROM:** Gloria Platt, Director of Finance  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a minute order ratifying the Economic Development Corporation 4A amendment to Resolution 4A081924AnnualBudget by amending the Capital Improvement Plan. (*Staff Contact: Gloria Platt, Director of Finance*)

**SUMMARY:**

The 4A Corporation approved their annual budget on August 19, 2024 via Resolution 4A081924AnnualBudget. On September 9, 2024, the Council ratified the 4A budget and approved the final reading of the City's FY 2024-2025 annual budget and capital improvement plan (CIP). The approved budget includes the City's capital improvement plan. Since adopting the budget, staff has prepared recommended updates to the CIP for Board approval.

The addition of HighPoint Expansion Purchase, \$1,742,400, Project WAVE, \$800,000, and West Side Infrastructure, \$500,000. A total of \$3,042,400.

**RECOMMENDATION:**

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

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

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

On November 18, 2024, the 4A Corporation Board approved amendment to Resolution 4A081924AnnualBudget by amending the Capital Improvement Plan.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

NA

**STAFF CONTACT:**

Gloria Platt  
Director of Finance  
[gplatt@burlesontx.com](mailto:gplatt@burlesontx.com)  
817-426-9883



# FY 2024-2025 CIP Amendment

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PRESENTED TO THE BOARD ON  
NOVEMBER 18, 2024

# CIP Proposed Update

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At the September 9, 2024, Council meeting, the Council approved the FY2024-2025 Annual Budget and Capital Improvement Plan.

Staff has identified and recommended updates to the CIP to complete recommended projects in FY2024-2025

# CIP Proposed Adjustments

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- INCREASE OF \$3,042,400 TO 4A PROJECTS FOR ADDITION OF NEW PROJECTS - HIGH POINT EXPANSION PURCHASE, PROJECT WAVE, AND WEST SIDE INFRASTRUCTURE

<b>4A Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,001,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
Future Project			\$10,000,000			\$10,000,000
High Point Expansion Purchase	\$1,742,400					\$1,742,400
Project Wave	\$800,000					\$800,000
West Side Infrastructure	\$500,000					\$500,000
<b>Total</b>	<b>\$7,143,677</b>	<b>\$20,000,000</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,143,677</b>



# 4A Financial Overview FY 24-25 Budget

	FY 23-24 Year End	FY 24-25 Proposed	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
<b>Beginning Fund Balance</b>	<b>\$ 5,433,397</b>	<b>\$ 6,295,522</b>	<b>\$ 5,744,812</b>	<b>\$ 7,302,026</b>	<b>\$ 7,954,822</b>	<b>\$ 8,006,344</b>
Sales Tax Revenue	\$ 7,421,203	\$ 7,643,839	\$ 7,873,155	\$ 8,109,349	\$ 8,352,630	\$ 8,603,209
Other Revenue	\$ 550,000	\$ 2,751,575	\$ 385,622	\$ 394,941	\$ 404,539	\$ 414,425
<b>Total Revenues</b>	<b>\$ 7,971,203</b>	<b>\$ 10,395,414</b>	<b>\$ 8,258,777</b>	<b>\$ 8,504,290</b>	<b>\$ 8,757,169</b>	<b>\$ 9,017,634</b>
Personnel	\$ 646,727	\$ 741,125	\$ 767,696	\$ 795,281	\$ 823,921	\$ 853,659
Debt Service	\$ 3,218,073	\$ 4,096,133	\$ 4,020,905	\$ 5,617,916	\$ 6,417,335	\$ 6,029,511
Incentives (ED)	\$ 992,500	\$ 4,755,900	\$ 531,827	\$ 32,782	\$ 33,766	\$ 34,778
Other Expenditures	\$ 2,251,778	\$ 1,352,966	\$ 1,381,135	\$ 1,405,515	\$ 1,430,625	\$ 1,456,489
<b>Total Expenditures</b>	<b>\$ 7,109,078</b>	<b>\$ 10,946,124</b>	<b>\$ 6,701,563</b>	<b>\$ 7,851,494</b>	<b>\$ 8,705,647</b>	<b>\$ 8,374,437</b>
Change in Fund Balance	\$ 862,125	\$ (550,710)	\$ 1,557,214	\$ 652,796	\$ 51,522	\$ 643,197
Ending Fund Balance	<b>\$ 6,295,522</b>	<b>\$ 5,744,812</b>	<b>\$ 7,302,026</b>	<b>\$ 7,954,822</b>	<b>\$ 8,006,344</b>	<b>\$ 8,649,541</b>
FB % of Expenditures	88.56%	52.48%	108.96%	101.32%	91.97%	103.29%

# QUESTIONS/COMMENTS

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# Options



Approve as presented or  
with modifications



Deny request

Burleson 4A Economic Development Corporation  
**Resolution**

**WHEREAS**, the Burleson 4A Economic Development Corporation, known as the “Type A Corporation”), incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, on August 19, 2024, the Board of Directors (“Board”) of the Type A Corporation approved the budget for Fiscal Year 2024-2025 (the “Budget”) including the 5-year Capital Improvement Plan (CIP); and

**WHEREAS**, the Board desires to amend the 5-year Capital Improvement Plan (CIP) of the 4A Economic Development Corporation for Fiscal Year 2024-2025, and finds the amendments to the CIP will further the purposes of the Type B Corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON COMMUNITY SERVICE DEVELOPMENT CORPORATION THAT:**

**Section 1**

The Type A Corporation approves the amendments to the Capital Improvement Plan as attached in Exhibit “A”. Accordingly, this resolution shall take effect immediately after such ratification.

**Section 2**

The Type A Corporation respectfully requests that the City Council ratify this resolution.

Passed and Approved and **SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed:

Attest:

\_\_\_\_\_  
President of Type A Corporation

\_\_\_\_\_  
Secretary of the Type A Corporation

Exhibit "A"

<b>4A Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,001,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
High Point Expansion Purchase	\$1,742,400					\$1,742,400
Project Wave	\$800,000					\$800,000
West Side Infrastructure	\$500,000					\$500,000
<b>Total</b>	<b>\$7,143,677</b>	<b>\$20,000,000</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,143,677</b>

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## City Council Regular Meeting

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of a one-year services contract with the Burleson Area Chamber of Commerce. *(Staff Contact: Alex Philips, Economic Development Director)*

**SUMMARY:**

The City Council and the Burleson 4A Economic Development Corporation approved the contract on October 2, 2023.

The Burleson Area Chamber of Commerce (BACC) has a mission to be an advocate for their members and for business in Burleson. Part of their core activities include; quarterly luncheon meetings (including the State of the City and Economic Development Update), ribbon cuttings for new businesses, networking events, training and small business resources. The BACC desires to have a formal partnership with the City of Burleson and collaborate on shared objectives with Economic Development.

The BACC has proposed a services contract for formalize this partnership. The contract would primarily focus on two shared objectives; Business Retention and Tourism. The following outlines contract deliverables and fees:

Business Retention

- BACC will conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC will collaborate to compile list of businesses and data to gather.
- BACC will produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC will contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

## Tourism

- BACC will conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event titled Burleson Coffee Walk.
- Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year.

The total fee for these services is proposed to be \$50,000.

- Business retention: \$20,000 (this amount is a 4A expense)
- Tourism: \$30,000 (or, \$10,000/event) (this amount is a HOT/MOT expense)
  - This fee will be in lieu of BACC's annual HOT/MOT grant awards

Should BACC not perform or breach the contract, they would not be eligible for any City funding for one year. Either party may terminate the contract with 30 days written notice.

The Burleson Area Chamber of Commerce did meet all the obligations outlined in the previous years' agreement.

### Business Retention

- BACC conducted one hundred (100) meetings with local businesses to gather key business information.
- BACC produced four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC did utilize catering services for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### Tourism

- BACC conducted three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event mutually agreed upon with the EDC.
- BACC Golf Tournament was held at Hidden Creek Golf Course

**OPTIONS:**

- 1) Approve as presented
- 2) Deny

**RECOMMENDATION:**

Approve as presented

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

The City Council approved the last annual contract at the October 3, 2023 meeting

**FISCAL IMPACT:**

Budgeted: Y

Fund Name: Business Retention / Community HOT/MOT Grant

Full Account #s: 2014201-66046 / 2104202-66077

Amount: \$50,000

**STAFF CONTACT:**

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



# Chamber of Commerce Services Contract Annual Renewal



# Burleson Area Chamber of Commerce



- Led by Executive Director, Melissa Miller and Board of Directors comprised of local stakeholders
- City has contracted with BACC each year since 2022
- BACC and EDC work cooperatively on numerous events

# BACC Current Activities



- Quarterly Luncheons
  - Including State of the City and EDC Update
- New Business Ribbon Cuttings
- Member Events
  - Networking, training, etc.
- Small Business Resources
- Community/Tourism Events

# Service Contract 2024 Recap

## Business Retention

- Business retention visits and surveys were conducted with businesses from all industries and sizes in Burleson
  - 91.7% of businesses rated their satisfaction of the Business Environment/Community above average
  - 65.6% of businesses have plans for expansion
  - City services such as permitting (65.2%) and communications (71.5%) both received marks above average satisfaction
  - 89.1% of all business reported an above average satisfaction in doing business in Burleson



## Tourism

- The 23<sup>rd</sup> Annual Honey Tour was held once again over the Memorial Day Holiday
  - 622 riders from all over the State as well as a rider from Mexico
  - Social media ads and billboards promoted the event throughout the State along with flyers distributed widely across the metroplex
  - The BTX Honey Tour Carnival was hosted in conjunction with the ride
- Full Circle Women's Conference
  - The Power of Heels hosted women from all over the metroplex for the event
  - Jen Tordyk of HGTV fame, and local author Christy Beam headlined the event along with six breakout sessions

# BACC Contract Services

## Business Retention

Conduct 100 annual business retention meetings with local businesses to gather key information

EDC to collaborate on list of businesses, questions and information to gather at meetings

Deliverables include:

- Contact updates
- Business anniversaries
- Summary of business strengths & key issues
- Growth plans
- Survey statistics

## Tourism

Host three events per year that are focused on drawing in out-of-town visitors and adding to Burleson's quality of life

- 24<sup>th</sup> Honey Tour Bike Ride - Long running bike ride event featuring 7, 20, 30, 46, and 67 mile routes
- Power of Heels Full Circle Women's Conference - Full day event providing inspiration and professional development for women
- BTX Coffee Walk- New event featuring a coffee festival

# BACC Contract Terms

\$50,000 - total contract price for one year and requires annual City Council approval

- **Business Retention**

\$20,000 annually

This is a 4A expense

- **Tourism**

\$10,000 per event (up to three events)

Reimburses advertising costs beyond 50mi.

In lieu of BACC HOT/MOT grant

This is a HOT/MOT expense

- **Terms**

Produce a quarterly report within 30 days of the end of each quarter

Host annual BACC golf tournament at Hidden Creek Golf Course bi-annually

Utilize Burleson catering for State of the City and EDC Quarterly Luncheons

- **Termination/Breach**

Should BACC not perform, they would be ineligible for any City funding for one year

Either party may terminate with 30 days written notice



# Requested Action

Consider approval of a one-year Services Contract with the Burleson Area Chamber of Commerce in the amount of \$50,000



Approve as presented



Deny

**SERVICE CONTRACT**

This **SERVICE AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas, the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the “EDC”) and **BURLESON AREA CHAMBER OF COMMERCE** (“Contractor”).

***WITNESETH:***

**WHEREAS**, City, EDC and Contractor desire to enter into a contract by which Contractor will provide **BUSINESS RETENTION AND TOURISM SERVICES**

**WHEREAS**, City and EDC desire to compensate Contractor for Contractor’s services as provided herein.

**NOW, THEREFORE**, City and EDC hereby engage the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

**1. SCOPE OF SERVICES.**

**1.1. Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

**1.2. Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women’s Conference and the Burleson Trail Bike Ride.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.



**2. TERM.**

The term of this Contract upon execution shall be active until September 30, 2025, and in the amount of \$50,000 over the term of the agreement.

**3. COMPENSATION.**

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

**4. TERMINATION.**

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

4.4 Failure to Perform

In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one year.

**5. INDEMNIFICATION.**

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS,**

**OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**6. MISCELLANEOUS PROVISIONS.**

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

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

**6.3 Government Function Clause.** All parties agree that this contract is one wherein the City is solely performing a governmental function.

**6.4 Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

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

**6.6 Assignment and Subcontracting.** Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

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

To CITY:

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

To CONTRACTOR:

Burleson Area Chamber of Commerce  
Attn: Melissa Miller  
124 S. Main St. Ste. 228  
Burleson, Texas 76028

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

**6.9 No Waiver.** The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

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

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

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

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

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

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

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

**6.17 Signature Authority.** The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**6.18 No Waiver of Governmental Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

**6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

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

**6.21 No Third-Party Beneficiaries.** Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

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

**6.23 Survivability.** The terms of this Agreement, which by their nature one would reasonably

intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

**6.24 Insurance: A.** The vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:

1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

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*The remainder of this page is left intentionally blank*

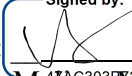
**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

**BURLESON AREA CHAMBER OF COMMERCE**


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

Signed by:  
By:  \_\_\_\_\_  
Melissa Miller, Executive Director

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

Date: 11/12/2024

**APPROVED AS TO FORM:**

DocuSigned by:  
By:  \_\_\_\_\_  
City Attorney

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By:

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

Title: Board President

Date: October \_\_, 2024

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

This instrument was acknowledged before me on September \_\_, 2024, by \_\_\_\_\_, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

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

**Exhibit A**

**SCOPE OF SERVICES**

**Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

**Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and the Burleson Coffee Walk.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.



# 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:  
2024-1223485

Date Filed:  
10/07/2024

Date Acknowledged:

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

Burleson Area Chamber of Commerce  
BURLESON, 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.

10212024  
Burleson Area Chamber events

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

5 Check only if there is NO Interested Party.

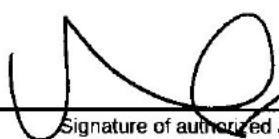
### 6 UNSWORN DECLARATION

My name is Melissa Miller, and my date of birth is [REDACTED]

My address is 872 Valley Ridge Rd., Burleson, TX, 76028, USA  
(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 7 day of October, 2024  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

---

## City Council Regular Meeting

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** November 18, 2024

---

**SUBJECT:**

Consider approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$50,000 (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

The City Council and the Burleson 4A Economic Development Corporation approved the contract on October 2, 2023.

The Burleson Area Chamber of Commerce (BACC) has a mission to be an advocate for their members and for business in Burleson. Part of their core activities include; quarterly luncheon meetings (including the State of the City and Economic Development Update), ribbon cuttings for new businesses, networking events, training and small business resources. The BACC desires to have a formal partnership with the City of Burleson and collaborate on shared objectives with Economic Development.

The BACC has proposed a services contract for formalize this partnership. The contract would primarily focus on two shared objectives; Business Retention and Tourism. The following outlines contract deliverables and fees:

Business Retention

- BACC will conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC will collaborate to compile list of businesses and data to gather.
- BACC will produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC will contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

## Tourism

- BACC will conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event titled Burleson Coffee Walk.
- Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year.

The total fee for these services is proposed to be \$50,000.

- Business retention: \$20,000 (this amount is a 4A expense)
- Tourism: \$30,000 (or, \$10,000/event) (this amount is a HOT/MOT expense)
  - This fee will be in lieu of BACC's annual HOT/MOT grant awards

Should BACC not perform or breach the contract, they would not be eligible for any City funding for one year. Either party may terminate the contract with 30 days written notice.

The Burleson Area Chamber of Commerce did meet all the obligations outlined in the previous years' agreement.

### Business Retention

- BACC conducted one hundred (100) meetings with local businesses to gather key business information.
- BACC produced four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC did utilize catering services for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### Tourism

- BACC conducted three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event mutually agreed upon with the EDC.
- BACC Golf Tournament was held at Hidden Creek Golf Course

**OPTIONS:**

- 1) Approve as presented
- 2) Deny

**RECOMMENDATION:**

Approve as presented

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

The City Council approved the contract last year at the October 3, 2022 meeting.

**FISCAL IMPACT:**

Budgeted: Y

Fund Name: Business Retention / Community HOT/MOT Grant

Full Account #s: 2014201-66046 / 2104202-66077

Amount: \$50,000

**STAFF CONTACT:**

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

# Chamber of Commerce Services Contract Annual Renewal



# Burleson Area Chamber of Commerce



- Led by Executive Director, Melissa Miller and Board of Directors comprised of local stakeholders
- City has contracted with BACC each year since 2022
- BACC and EDC work cooperatively on numerous events

# BACC Current Activities



- Quarterly Luncheons
  - Including State of the City and EDC Update
- New Business Ribbon Cuttings
- Member Events
  - Networking, training, etc.
- Small Business Resources
- Community/Tourism Events

# Service Contract 2024 Recap

## Business Retention

- Business retention visits and surveys were conducted with businesses from all industries and sizes in Burleson
  - 91.7% of businesses rated their satisfaction of the Business Environment/Community above average
  - 65.6% of businesses have plans for expansion
  - City services such as permitting (65.2%) and communications (71.5%) both received marks above average satisfaction
  - 89.1% of all business reported an above average satisfaction in doing business in Burleson



## Tourism

- The 23<sup>rd</sup> Annual Honey Tour was held once again over the Memorial Day Holiday
  - 622 riders from all over the State as well as a rider from Mexico
  - Social media ads and billboards promoted the event throughout the State along with flyers distributed widely across the metroplex
  - The BTX Honey Tour Carnival was hosted in conjunction with the ride
- Full Circle Women's Conference
  - The Power of Heels hosted women from all over the metroplex for the event
  - Jen Tordyk of HGTV fame, and local author Christy Beam headlined the event along with six breakout sessions



# BACC Contract Services

## Business Retention

Conduct 100 annual business retention meetings with local businesses to gather key information

EDC to collaborate on list of businesses, questions and information to gather at meetings

Deliverables include:

- Contact updates
- Business anniversaries
- Summary of business strengths & key issues
- Growth plans
- Survey statistics

## Tourism

Host three events per year that are focused on drawing in out-of-town visitors and adding to Burleson's quality of life

- 24<sup>th</sup> Honey Tour Bike Ride - Long running bike ride event featuring 7, 20, 30, 46, and 67 mile routes
- Power of Heels Full Circle Women's Conference - Full day event providing inspiration and professional development for women
- BTX Coffee Walk- New event featuring a coffee festival

# BACC Contract Terms

\$50,000 - total contract price for one year and requires annual City Council approval

- **Business Retention**

\$20,000 annually

This is a 4A expense

- **Tourism**

\$10,000 per event (up to three events)

Reimburses advertising costs beyond 50mi.

In lieu of BACC HOT/MOT grant

This is a HOT/MOT expense

- **Terms**

Produce a quarterly report within 30 days of the end of each quarter

Host annual BACC golf tournament at Hidden Creek Golf Course bi-annually

Utilize Burleson catering for State of the City and EDC Quarterly Luncheons

- **Termination/Breach**

Should BACC not perform, they would be ineligible for any City funding for one year

Either party may terminate with 30 days written notice



# Requested Action

Consider approval of a one-year Services Contract with the Burleson Area Chamber of Commerce in the amount of \$50,000



Approve as presented



Deny

**SERVICE CONTRACT**

This **SERVICE AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas, the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the “EDC”) and **BURLESON AREA CHAMBER OF COMMERCE** (“Contractor”).

***WITNESETH:***

**WHEREAS**, City, EDC and Contractor desire to enter into a contract by which Contractor will provide **BUSINESS RETENTION AND TOURISM SERVICES**

**WHEREAS**, City and EDC desire to compensate Contractor for Contractor’s services as provided herein.

**NOW, THEREFORE**, City and EDC hereby engage the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

**1. SCOPE OF SERVICES.**

**1.1. Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

**1.2. Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women’s Conference and the Burleson Trail Bike Ride.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

**2. TERM.**

The term of this Contract upon execution shall be active until September 30, 2025, and in the amount of \$50,000 over the term of the agreement.

**3. COMPENSATION.**

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

**4. TERMINATION.**

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

4.4 Failure to Perform

In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one year.

**5. INDEMNIFICATION.**

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS,**

**OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**6. MISCELLANEOUS PROVISIONS.**

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

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**6.3 Government Function Clause.** All parties agree that this contract is one wherein the City is solely performing a governmental function.

**6.4 Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

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

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Burleson, TX 76028

To CONTRACTOR:

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

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

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

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

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

**6.17 Signature Authority.** The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**6.18 No Waiver of Governmental Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

**6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

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

**6.21 No Third-Party Beneficiaries.** Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

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

**6.23 Survivability.** The terms of this Agreement, which by their nature one would reasonably



intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

**6.24 Insurance: A.** The vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:

1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

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*The remainder of this page is left intentionally blank*

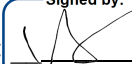
**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

**BURLESON AREA CHAMBER OF COMMERCE**


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

Signed by:  
By:  \_\_\_\_\_  
Melissa Miller, Executive Director

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

Date: 11/12/2024

**APPROVED AS TO FORM:**

DocuSigned by:  
By:  \_\_\_\_\_  
City Attorney

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By:

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

Title: Board President

Date: October \_\_\_, 2024

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

This instrument was acknowledged before me on September \_\_\_, 2024, by \_\_\_\_\_, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

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

**Exhibit A**

**SCOPE OF SERVICES**

**Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

**Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and the Burleson Coffee Walk.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

# 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:  
 2024-1223485

Date Filed:  
 10/07/2024

Date Acknowledged:

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

Burleson Area Chamber of Commerce  
 BURLESON, 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.**

10212024  
 Burleson Area Chamber events

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

5 Check only if there is NO Interested Party.

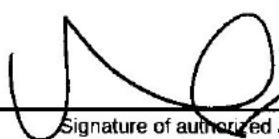
**6 UNSWORN DECLARATION**

My name is Melissa Miller, and my date of birth is [REDACTED]

My address is 872 Valley Ridge Rd., Burleson, TX, 76028, USA  
(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 7 day of October, 2024  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)

---

## City Council Regular Meeting

**DEPARTMENT:** Finance Department  
**FROM:** Gloria Platt, Director of Finance  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a minute order ratifying the Community Service Development Corporation 4B amendment to Resolution 4B081924AnnualBudget by amending the Capital Improvement Plan. (*Staff Contact: Gloria Platt, Director of Finance*)

**SUMMARY:**

The 4B Corporation approved their annual budget on August 19, 2024 via Resolution 4B081924AnnualBudget. On September 9, 2024, the Council ratified the 4B budget and approved the final reading of the City's FY 2024-2025 annual budget and capital improvement plan (CIP). The approved budget includes the City's capital improvement plan. Since adopting the budget, staff has prepared recommended updates to the 4B Corporation CIP for Board approval.

Advancing the Adult Softball Fields from FY2024 to FY2025 and moving the Community Park from FY2026 to FY2025.

**RECOMMENDATION:**

Staff recommends approval of the minute order ratifying resolution 4B111824CIP.

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

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

On November 18, 2024, the 4B Corporation Board approved amendment to Resolution 4B081924AnnualBudget by amending the Capital Improvement Plan..

**REFERENCE:**

N/A

**FISCAL IMPACT:**

NA

**STAFF CONTACT:**

Gloria Platt  
Director of Finance  
[gplatt@burlesontx.com](mailto:gplatt@burlesontx.com)  
817-426-9883



# FY 2024-2025 CIP Amendment

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PRESENTED TO THE BOARD ON  
NOVEMBER 18, 2024



# CIP Proposed Update

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At the September 9, 2024, Council meeting, the Council approved the FY2024-2025 Annual Budget and Capital Improvement Plan.

Staff has identified and recommended updates to the CIP to complete recommended projects in FY2024-2025

# CIP Proposed Adjustments

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- INCREASE OF \$2,703,750 TO 4B PROJECTS TO MOVE THE ADULT SOFTBALL FIELDS UP FROM FY2027 TO FY2025, AND TO MOVE THE COMMUNITY PARK PROJECT UP FROM FY2026 TO FY2025

4B Projects	2025	2026	2027	2028	2029	Total
Bailey Lake			\$498,750			\$498,750
Bartlett				\$420,000		\$420,000
Centennial	\$525,000					\$525,000
Chisenhall					\$336,000	\$336,000
Heberle				\$336,000		\$336,000
Mistletoe Hill			\$585,000			\$585,000
Bathroom Additions		\$157,500		\$162,225		\$319,725
Chisenhall Field Turf	\$2,205,000					\$2,205,000
Adult Softball Fields	\$2,163,000		\$2,163,000			\$2,163,000
Shannon Creek Park	\$1,881,675					\$1,881,675
Community Park	\$540,750	\$540,750				\$540,750
BRiCk Roof Replacement					\$1,200,000	\$1,200,000
Dry Sauna		\$422,940				\$422,940
BRiCk Monument Sign			\$38,955			\$38,955
Greens Resurface at HCGC			\$417,375			\$417,375
Pond Renovation			\$94,685			\$94,685
Green Ribbon	\$90,000					\$90,000
<b>Total</b>	<b>\$7,405,425</b>	<b>\$580,440</b>	<b>\$1,634,765</b>	<b>\$918,225</b>	<b>\$1,536,000</b>	<b>\$12,074,855</b>

# 4B Financial Overview FY 24-25 Budget

	FY 23-24 Year End	FY 24-25 Proposed	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
<b>Beginning Fund Balance</b>	<b>\$ 5,340,055</b>	<b>\$ 5,035,601</b>	<b>\$ 4,489,593</b>	<b>\$ 3,864,030</b>	<b>\$ 3,412,159</b>	<b>\$ 2,921,704</b>
Sales Tax Revenue	\$ 7,421,203	\$ 7,643,839	\$ 7,873,155	\$ 8,109,349	\$ 8,352,630	\$ 8,603,209
Other Revenue	\$ 233,259	\$ 171,467	\$ 141,467	\$ 141,467	\$ 141,467	\$ 141,467
<b>Total Revenues</b>	<b>\$ 7,654,462</b>	<b>\$ 7,815,306</b>	<b>\$ 8,014,622</b>	<b>\$ 8,250,816</b>	<b>\$ 8,494,097</b>	<b>\$ 8,744,676</b>
Debt Service	\$ 1,797,632	\$ 3,025,483	\$ 3,627,034	\$ 3,505,119	\$ 3,642,375	\$ 2,874,383
Golf Transfer	\$ 1,300,584	\$ 1,165,865	\$ 782,220	\$ 808,395	\$ 835,705	\$ 864,205
PPF Transfer	\$ 3,259,813	\$ 3,239,948	\$ 3,279,244	\$ 3,392,400	\$ 3,509,690	\$ 3,631,275
Incentives (ED)	\$ 810,000	\$ 136,150	\$ 147,603	\$ 61,756	\$ 33,765	\$ 34,778
Other Expenditures	\$ 790,887	\$ 793,868	\$ 804,084	\$ 935,017	\$ 963,017	\$ 991,929
<b>Total Expenditures</b>	<b>\$ 7,958,916</b>	<b>\$ 8,361,314</b>	<b>\$ 8,640,185</b>	<b>\$ 8,702,687</b>	<b>\$ 8,984,552</b>	<b>\$ 8,396,570</b>
Change in Fund Balance	\$ (304,454)	\$ (546,008)	\$ (625,563)	\$ (451,871)	\$ (490,455)	\$ 348,106
Ending Fund Balance	<b>\$ 5,035,601</b>	<b>\$ 4,489,593</b>	<b>\$ 3,864,030</b>	<b>\$ 3,412,159</b>	<b>\$ 2,921,704</b>	<b>\$ 3,269,810</b>
FB % of Expenditures	63.27%	53.69%	44.72%	39.21%	32.52%	38.94%

# QUESTIONS/COMMENTS

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# Options



Approve as presented or  
with modifications



Deny request

Burleson Community Service Development Corporation  
**Resolution**

**WHEREAS**, the Burleson Community Service Development Corporation, known as the “Type B Corporation”, incorporated and certified in June 1993 under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, on August 19, 2024, the Board of Directors (“Board”) of the Type B Corporation approved the budget for Fiscal Year 2024-2025 (the “Budget”) including the 5-year Capital Improvement Plan (CIP); and

**WHEREAS**, the Board desires to amend the 5-year Capital Improvement Plan (CIP) of the 4B Corporation for Fiscal Year 2024-2025, and finds the amendments to the CIP will further the purposes of the Type B Corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON COMMUNITY SERVICE DEVELOPMENT CORPORATION THAT:**

**Section 1**

The Type B Corporation approves the amendments to the Capital Improvement Plan as attached in Exhibit “A”. Accordingly, this resolution shall take effect immediately after such ratification.

**Section 2**

The Type B Corporation respectfully requests that the City Council ratify this resolution.

Passed and Approved and **SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed:

Attest:

\_\_\_\_\_  
President of Type B Corporation

\_\_\_\_\_  
Secretary of the Type B Corporation

Exhibit "A"

<b>4B Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Bailey Lake			\$498,750			\$498,750
Bartlett				\$420,000		\$420,000
Centennial	\$525,000					\$525,000
Chisenhall					\$336,000	\$336,000
Heberle				\$336,000		\$336,000
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Field Turf	\$2,205,000					\$2,205,000
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Shannon Creek Park	\$1,881,675					\$1,881,675
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BRiCK Roof Replacement					\$1,200,000	\$1,200,000
Dry Sauna		\$422,940				\$422,940
BRiCK Monument Sign			\$38,955			\$38,955
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Pond Renovation			\$94,685			\$94,685
Green Ribbon	\$90,000					\$90,000
<b>Total</b>	<b>\$7,405,425</b>	<b>\$580,440</b>	<b>\$1,634,765</b>	<b>\$918,225</b>	<b>\$1,536,000</b>	<b>\$12,074,855</b>



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## City Council Regular Meeting

**DEPARTMENT:** Administrative Services

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

**MEETING:** November 18, 2024

---

**SUBJECT:**

Consider approval of a multi-year contract with Matrix Imaging Solutions, dba DataProse LLC, through an Interlocal Agreement with the City of Plano for Utility Bill Printing and Mailing Services for the Water Department, with an initial one-year term and two optional administrative renewals for a total contract amount of \$259,500. *(Staff Contact: Richard Abernethy, Director of Administrative Services)*

**SUMMARY:**

The City of Burleson utilizes DataProse, LLC for printing, processing, and mailing of utility bills.

DataProse, LLC has been a reliable vendor processing our utility bills both timely and accurately since 2004. Of the total annual expenditure under this agreement, approximately \$19,500 covers DataProse's services, with the majority of the costs allocated to postage—a pass-through expense managed by DataProse.

Multiple cities benefit from an interlocal purchasing agreement by piggybacking on the City of Plano's contract with DataProse. This cooperative approach not only simplifies contract management but also improves cost efficiency across participating municipalities. Pricing has been compared to recent RFP processes from other cities that also opted to leverage DataProse, affirming that continuing with DataProse provides the best value for these services.

State law provides that a local government purchasing an item under a Cooperative Purchasing Agreement satisfies state laws requiring that the local government seek competitive bids for purchase of the item. The City of Plano's RFP 2021-0440-AC was competitively solicited to increase and simplify the purchasing power of local government entities.

Staff anticipates that approximately 130,000 utility bills will be processed during fiscal year 2024/2025. The cost for printing and processing these bills is \$19,500, while postage is expected to cost an additional \$67,000. The total annual cost for this service is expected to be approximately \$86,500. Because the cost of postage is a pass-through, the contractual spend for printing does not necessitate competitive solicitation. Pricing was still gathered from competitors and DataProse continues to offer the best value.

**RECOMMENDATION:**

Staff recommends approval of a multi-year contract with Matrix Imaging Solutions d.b.a DataProse for 1 year with (2) optional renewals in the amount of \$259,500.

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

November 14, 2022: Approval of a one-year contract extension with DataProse, LLC for the purchase of utility bill processing services in the amount not to exceed \$79,300.

**FISCAL IMPACT:**

Fund Name: Water/Wastewater

Amount: \$19,500

Financial Considerations: Printing and processing of utility bills

Budgeted Y/N: Y

Fund Name: Water/Wastewater

Amount: \$67,000

Financial Considerations: Postage

Budgeted Y/N: Y

**STAFF CONTACT:**

Richard Abernethy

Director

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

817-426-9662

# Utility Bill Printing & Processing Contract - DataProse

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PRESENTED TO THE CITY COUNCIL ON  
NOVEMBER 18, 2024

# Background

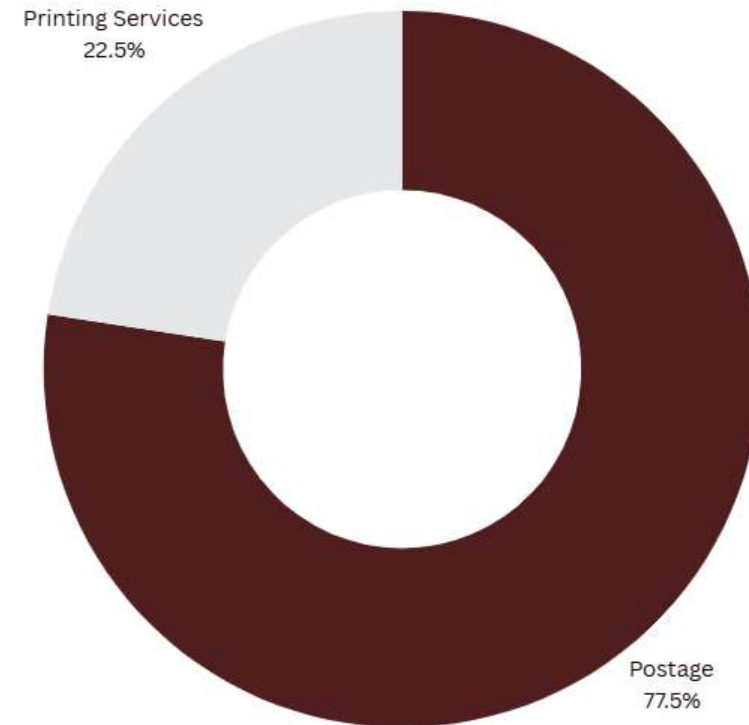
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- The City of Burleson has utilized DataProse for printing, processing, and mailing of utility bills since 2004.
- In April 2023, DataProse was acquired by Matrix Imaging Solutions.
- The largest expenditure under this agreement is postage. Staff anticipates approximately 130,000 utility bills will be processed during fiscal year 2024-2025. The estimated cost for printing and processing these bills is approximately \$19,500 while postage is estimated to cost an additional \$67,000.
- Throughout our partnership with DataProse, staff has consistently obtained quotes for this service to ensure we continue receiving the most competitive pricing for printing and processing services.

# Fiscal Year 2023-2024 Spend

---

- 77.5% of annual expenditures with DataProse are allocated to pass-through payments for postage.
- The remaining 22.5%, approximately \$19,500, covered bill print and process services.
- While DataProse's printing services alone do not meet the threshold for Competitive Solicitation, the contract total exceeds \$50,000. To ensure full legal compliance, staff proposes leveraging this interlocal agreement.



# Contract Overview

---

- The City of Plano processed a Request for Proposals (RFP) in 2021 (2021-0440-AC), and received nine submissions. DataProse was selected and the agreement included an option for up to (9) renewals, making the final term covered under the agreement 2031-2032.
- 16 Texas municipalities are leveraging DataProse services through the City of Plano's agreement. A few of these in our area include Fort Worth, Grand Prairie, North Richland Hills, and Arlington.
- State law provides that a local government purchasing an item under a Cooperative Purchasing Agreement satisfies state laws requiring that the local government seek competitive bids for purchase of the item. The City of Plano's RFP 2021-0440-AC was competitively bid to increase and simplify the purchasing power of local government entities.
- Additionally, the City of Irving issued an RFP for this service in June 2024. Six submissions were received, and a contract was awarded to DataProse in August 2024, further ensuring DataProse continues to offer the most competitive and comprehensive solution for utility billing and mailing services.

# Action Requested

## **Council Action Requested:**

1. Consider approval of a multi-year contract with Matrix Imaging Solutions, dba DataProse LLC, through an Interlocal Agreement with the City of Plano for Utility Bill Printing and Mailing Services for the Water Department, with an initial one-year term and two optional renewals for a total contract amount of \$259,500

**Questions or Comments?**



**COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between DataProse, 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 CITY OF PLANO Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No. RFP NO. 2024-0440-AC**, as amended, (the "**Agreement**") with an expiration date of 02/02/2032.

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

**ATTACHMENT A (Pricing Sheet)**

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

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

**Purchase Price** - Payments under this Customer Agreement are in the amount of Two hundred fifty-nine thousand, five hundred dollars and 00/100 ("**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 09/30/2025. 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

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

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

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

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

VENDOR DataProse, LLC

Signed by:  
By: Curtis Nelson

1B2534F9DDA145E...  
Name: Curtis Nelson

Title: Sr. VP, Operations

Date: 11/13/2024

**ATTACHMENT A**



**AMENDMENT TO PRODUCTION AGREEMENT**

This Amendment to the Production Agreement ("Amendment") amends the Production Agreement ("Agreement") made between Matrix Imaging Solutions, LLC, a Texas limited liability company ("Matrix Imaging Solutions") and the City of Burleson ("Client"). The purpose of this Amendment is to amend the terms and conditions agreed to in this prior Agreement. The effective date of this Amendment is the date last signed below ("Effective Date"). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

**PURPOSE OF AMENDMENT.** This Amendment shall become effective as of the Effective Date and makes the following changes to the prior Agreement.

- Replaces Schedule 1.0 from the Agreement with Schedule 1.1 (below), based on the City of Plano Cooperative Terms.
- Replaces Article 3 of the Agreement with Article 3.1 (below) which amends the term of the Agreement.
- Replaces Article 15 of the Agreement with Article 15.1 (below) which amends the client notice of the Agreement.
- Adds Article 19 which incorporates the City of Plano Cooperative Terms.

Matrix Imaging Solutions and Client agree that this Amendment is hereby incorporated by reference into the Agreement. The Agreement and this Amendment set forth the entire understanding between the Parties with respect to the Licensed Software/Services, as defined below.

**Schedule 1.1 – Fees for Goods & Services**

**ServiceBill** (Package Includes: data processing & duplex, Full Color Imaging, 8.5x11, 24# white paper perforated at 3.5" from bottom, #10 window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS)

	\$0.11	Per Bill
<b>Optional Services</b>		
Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for twelve (12) months from creation date)	\$0.00	Per Bill
Search and ViewBill API	\$75.00	Per Month
NCOALink – Automated address update service	\$0.20	Per Address Correction
Additional Impressions	\$0.035	Per Impression
Bill Suppression (data processing only – Group Y & Z)	\$0.05	Per Bill
Oversized Surcharge (8-99 page bills – Group C)	\$0.35	Per Bill
Oversized Surcharge (100+ page bills – Group D & E)	\$4.00	Per Bill
Additional Inserts – up to three (3) total	\$0.00	Per Insert
Offline Folding	\$0.01	Per Piece
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	\$125.00	Per Hour
Freight, Courier & Air Delivery	Cost	Per Request
Postage (1 oz.)	\$0.545	Per Bill

**ARTICLE 3.1 TERM.** The term of this Amendment shall commence as of the Effective Date, and shall continue for a period of not less than three (3) years, ending on the third anniversary of the Effective Date, unless terminated earlier in accordance with provisions found elsewhere in the Agreement. The Amendment shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than ninety (90), days before the expiration of the then current term.

**ARTICLE 15.1 NOTICE.** All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party.

**ARTICLE 19 COOPERATIVE PURCHASING.** The pricing found in Schedule 1.1 – Fees for Goods and services is pursuant to the City of Plano Interlocal Agreement (RFP NO. 2021-0440-AC) and as permitted under the Texas Local Government Code, Chapter 791025, other government entities may participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Plano and vendor. If such participation is authorized, all purchase orders/agreements will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Plano shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this Agreement.

**If to Matrix Imaging Solutions:**

Matrix Imaging Solutions  
1122 W. Bethel Road, Suite 100  
Coppell, TX 75019  
Attention: COO

**If to Client:**

City of Burleson  
141 W Renfro Street  
Burleson, TX 76028-4296  
Attention:

IN WITNESS WHEREOF, The parties hereto have caused this Amendment to be executed and to be effective as of the Effective Date.

Matrix Imaging Solutions, LLC

City of Burleson

By: Curtis Nelson  
Sr. SVP Operations

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

Date: 11/13/2024

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

# 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:  
2024-1238360

Date Filed:  
11/13/2024

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
DATAPROSE, LLC  
Coppell, 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.**  
11/18/2024 Item 5E authorizati  
UTILITY BILLING AND PRINT SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DATAPROSE, LLC	COPPELL, TX United States	X	

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


**6 UNSWORN DECLARATION**

My name is Curtis Nelson, and my date of birth is \_\_\_\_\_.

My address is 1122 W. Bethel Rd, Coppell, TX 75019 US  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 13 day of November, 2024  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Capital Engineering  
**FROM:** Michelle McCullough, PE, CFM – City Engineer  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of an amendment to CSO#4085-01-2023, Funding Interlocal Agreement (ILA) with Tarrant County for the Design and Construction of Stone Rd. / Village Creek Parkway Widening Project. (*Staff Contact: Michelle McCullough, City Engineer*)

**SUMMARY:**

The scope of this project includes widening and reconstructing approximately 0.5 mile of Stone Road / Village Creek Parkway from McCall Street to Alsbury Boulevard. The project will replace the existing two-lane asphalt roadway with a five-lane undivided concrete roadway including two lanes in each direction, a two-way left turn lane, curb and gutter, a closed drainage system, street lights, sidewalks, and a 10' shared use path.

The City submitted an application for this project in response to Tarrant County's call for projects in April 2021. In August 2021 the project was selected for the Tarrant County Bond program, and then approved by the Tarrant County voters in November 2021. Per the agreement, Tarrant County agrees to reimburse the City for 50% of the eligible project costs in an amount not to exceed \$3,030,000.00 (\$2,530,000.00 in 2021 Tarrant County Bond funds and \$500,000.00 in 2006 Discretionary funds from Precinct 1). The total project is anticipated to cost \$6,031,839.

Utility coordination continues with Energy Transfer Fuel L.P. and easement acquisition from the City of Fort Worth. AT&T approved and issued construction of the relocation of their utilities in October 2024. The design is 90 percent complete, and construction is anticipated to begin in late spring of 2024.

In June 2024, Tarrant County changed its ILA renewal process from a yearly fiscal year renewal to a proposed end-of-construction process. The original ILA included an attachment that detailed the project schedule and reimbursement schedule by the County. Tarrant County encountered several projects that experienced delays for several reasons, including utility relocations, ROW acquisitions, etc. Due to these delays, the schedules in the ILAs, including the Village Creek Parkway Extension project, were no longer valid. Since the change in the renewal process includes removing the project schedule and reimbursement schedule, an amendment to the current approved ILA is required. The amendment does not alter the reimbursement percentage or the funds awarded to the City for the project. The City is approved for reimbursement of 50% of the actual eligible project costs in an amount not to exceed \$3,030,000.00.

The amendment details the information the city shall submit to the County for reimbursement payments. The ILA will no longer need to be amended yearly as long as the allocation of the funds included in the ILA does not change and construction is completed by September 20, 2027. The funds available for reimbursement from the County for fiscal year ending September 30, 2025, are \$1,928,000.00. Staff is currently preparing the first reimbursement to be submitted for design expenses incurred to date.

**RECOMMENDATION:**

Approve an amendment to CSO#480885-01-2023, Funding Interlocal Agreement (ILA) with Tarrant County for the Design and Construction of Stone Rd. / Village Creek Parkway Widening Project.

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

April 12, 2021- City Council approved a Resolution of Support for the Tarrant County 2021 Bond Program and approval of this Stone Rd./ Village Creek Parkway Widening project for consideration to be included in the Tarrant County 2021 Bond Program. (Item 9.D)

October 3, 2022- City Council approved a resolution declaring intention to reimburse an amount not to exceed \$65,100,000 for capital projects within the CIP for FY22-27. (Item 9.B)

January 9, 2023- City Council approved a Funding Interlocal Agreement with Tarrant County for the Design and Construction of the Stone Rd./Village Creek Parkway Widening Project in the amount of \$3,030,000.00. (Item 8.D)

**REFERENCE:**

CSO#48085-01-2023

**FISCAL IMPACT:**

Fund Name: NON-BOND CAPTIAL PROJECT (Impact Fees Area C)  
Full Account #s: 352-7500-439.32-02  
Amount: \$2,291,757

Fund Name: NON-BOND CAPTIAL PROJECT (Future Impact Fees Area C)  
Full Account #s: TBD  
Amount: \$710,082

**STAFF CONTACT:**

Michelle McCullough, PE, CFM  
City Engineer  
[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)  
817-426-9616

# Teamwork



## TARRANT COUNTY FUNDING INTERLOCAL AGREEMENT AMENDMENT

City Council

November 18, 2024

# ILA Renewal Process

In June 2024, Tarrant County changed its ILA renewal process from a yearly fiscal year renewal to a proposed end-of-construction process.

The original ILA included an attachment that detailed the project schedule and reimbursement schedule by the County. Tarrant County encountered several projects that experienced delays for several reasons, including utility relocations, ROW acquisitions, etc.

Due to these delays, the schedules in the ILAs, including the Village Creek Parkway Extension project, were no longer valid.

Since the change in the renewal process includes removing the project schedule and reimbursement schedule, an amendment to the current approved ILA is required.

# Project Elements

Approved in 2022-2027 CIP

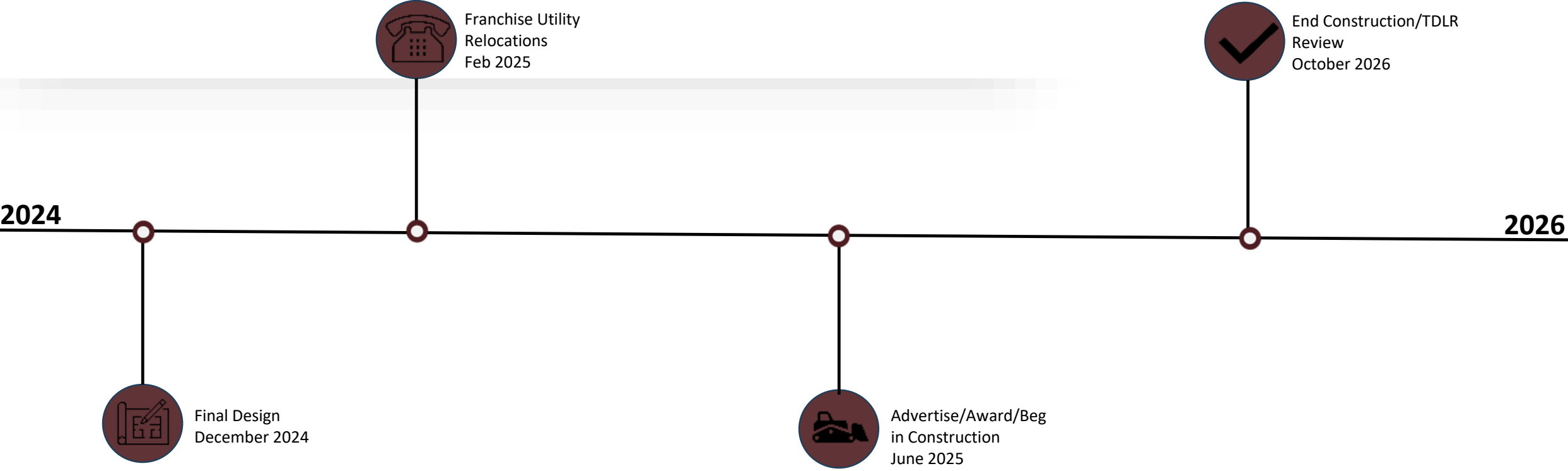
## Widen and reconstruct approximately 0.5 mile of Stone Rd/Village Creek Pkwy from McCall St. to Alsbury Blvd.

- Construct a four-lane divided concrete roadway
  - Enhances safety with raised median
  - Creates additional space for landscaping and beautification
  - Modification at McCall Street to include
  - No additional ROW needed





# Updated Project Schedule



Coordination continues with property owners for easements and could affect schedule –

- Drainage
- Trail
- Temporary construction

# Action Requested

**Approve an amendment to CSO#480885-01-2023, Funding Interlocal Agreement (ILA) with Tarrant County for the Design and Construction of Stone Rd. / Village Creek Parkway Widening Project.**

# Questions / Comments

## **Staff Contact**

Michelle McCullough

Deputy Director / City Engineer

817-426-9616

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

STATE OF TEXAS § Funding Interlocal Agreement for  
COUNTY OF TARRANT § Stone Road Widening

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Burleson, hereinafter referred to as CITY, and collectively referred to as the "parties", for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

- 1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
- 2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
- 3. The project benefits the public in that it is a needed transportation project;
- 4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
- 5. The division of costs provided in this ILA constitute adequate consideration to each party; and
- 6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.  
PROJECT DESCRIPTION

This project, hereinafter referred to as the "Project", will consist of the widening and reconstruction of Stone Road from McCall Street to Alsbury Boulevard. The Project will include the widening and reconstructing of approximately 0.5 miles of the existing two-lane asphalt roadway to a five-lane undivided concrete roadway that includes two lanes in each direction with a two-way left turn lane (TWLTL), curb and gutter, internal drainage, street lights, sidewalks, and a shared use path on the east side.

II.  
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, planning, surveying, and governmental approval costs (collectively referred to as “Costs”);
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG’s Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Burleson and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program.”

**III.**  
**TERM**

This ILA shall become effective upon the approval of both parties and shall expire on September 30, 2023, unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties.

**IV.**  
**FISCAL FUNDING ACKNOWLEDGEMENT**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

**V.**  
**REIMBURSEMENT PROCESS**

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible project costs in an amount not to exceed \$3,030,000.00 (\$500,000.00 in 2006 TBP Discretionary funds from Precinct 1 and \$2,530,000.00 in 2021 TBP Call for Projects funds). The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the Project is complete.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

**VI.**  
**AGENCY-INDEPENDENT CONTRACTOR**

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this Project.

**VII.**  
**ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

**VIII.**  
**THIRD-PARTY BENEFICIARY EXCLUDED**

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

**IX.**  
**AUDIT OF RECORDS**

The CITY's records regarding this Project shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the Project.

**X.**  
**ENTIRE AGREEMENT**

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

**XI.**  
**VENUE**

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

**XII.**  
**SCHEDULING**

The CITY agrees that the COUNTY retains control over the reimbursement schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail.

**XIII.**  
**TERMINATION**

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:  
County Administrator  
Tarrant County  
100 E. Weatherford Street, Ste. 404  
Fort Worth, Texas 76196

CITY:  
City Manager  
City of Burleson  
141 W Renfro Street  
Burleson, TX 76028

**XIV.**  
**SOVEREIGN POWERS**

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

APPROVED on this day the 9<sup>th</sup> day of January, 2023, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

TARRANT COUNTY, TEXAS

CITY OF BURLESON

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Criminal District Attorney's Office\*

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

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:**

\$ \_\_\_\_\_ as follows:

Fiscal year ending September 30, 2023:	\$ 500,000.00 (2006 TPB Discretionary - Pct 1)
	\$ 120,000.00 (2021 TPB Call for Projects)
Fiscal year ending September 30, 2024:	\$ 1,928,000.00 (2021 TPB Call for Projects)
Fiscal year ending September 30, 2025:	\$ 482,000.00 (2021 TPB Call for Projects)
	-----
	\$ 3,030,000.00

\_\_\_\_\_  
Auditor's Office



**ATTACHMENT A**

**Project Information**

Jurisdiction: City of Burleson  
 Project Name: Stone Road Widening

**Project Schedule (by month/year)**

	<u>Start Date</u>	<u>Duration (mo.)</u>	<u>End Date</u>
Design:	Dec-22	8	Aug-23
ROW Acquisition:	May-23	4	Aug-23
Construction:	Oct-23	12	Oct-24

**County Payment by Phase\***

Design:	\$ 420,000.00 (2006 TBP)
ROW Acquisition:	\$ 80,000.00 (2006 TBP) \$ 120,000.00 (2021 TBP)
Construction:	<u>\$ 2,410,000.00</u> (2021 TBP)
TOTAL:	\$ 3,030,000.00

TBP Funding Category: 2006 Discretionary - Pct 1 (\$500,000.00)  
 2021 Call for Projects (\$2,530,000.00)

*\*Invoice Schedule*

*Design = Completion of Design Phase  
 ROW Acquisition = Completion of Property Acquisition and/or utility relocation  
 Construction = Monthly or quarterly throughout the construction period.  
 Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

**2006 TBP Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)**

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY23	\$0.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00

**2021 TBP Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)**

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY23	\$0.00	\$0.00	\$0.00	\$120,000.00	\$120,000.00
FY24	\$482,000.00	\$482,000.00	\$482,000.00	\$482,000.00	\$1,928,000.00
FY25	\$482,000.00	\$0.00	\$0.00	\$0.00	\$482,000.00

STATE OF TEXAS           §  
  §     **Amendment No. 1 of Interlocal Agreement**  
  §     **for Stone Road Widening**  
COUNTY OF TARRANT §

**BACKGROUND**

Tarrant County (“COUNTY”) and the City of Burleson (“CITY”) entered into an Interlocal Agreement approved by Tarrant County Commissioners Court Order No. 140273, for financial support of up to \$3,030,000.00, for the cooperative funding of improvements to Stone Road from McCall Street to Alsbury Boulevard (“Project”) as described in the 2021 Tarrant County Bond Program.

Therefore, the COUNTY and CITY agree to the following revisions. Paragraphs III, IV, and V from the original Interlocal Agreement are repealed and replaced with the following language:

**III.**  
**TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2027, unless terminated as described in Section XIII in the original ILA or extended in writing and approved by both parties.

**IV.**  
**FISCAL FUNDING ACKNOWLEDGEMENT**

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA Amendment, then the affected party will immediately notify the other party of such occurrence and this Amendment may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

**V.**  
**REIMBURSEMENT PROCESS**

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed \$3,030,000.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY’s proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

**County Payment by Phase\***

Design:	\$195,442.00 (2006 TBP)
ROW Acquisition:	\$52,709.00 (2006 TBP)
Construction:	\$251,849.00 (2006 TBP)
	<u>\$2,530,000.00 (2021 TBP)</u>
TOTAL:	\$3,030,000.00

TBP Funding Category: 2006 Discretionary Pct 1, 2021 Call for Projects

*\* Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

In addition to the foregoing replacement language, Attachment A is removed and deleted from the original Interlocal Agreement in full. All other paragraphs, terms and language outside of paragraphs III, IV, V, and the Attachment A remain unchanged and in effect.

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY, TEXAS**

**CITY OF BURLESON**

\_\_\_\_\_  
Tim O’Hare, County Judge

\_\_\_\_\_  
Tommy Ludwig, City Manager

\_\_\_\_\_  
Roy Charles Brooks, Commissioner Pct 1

***APPROVED AS TO FORM:***

\_\_\_\_\_  
Criminal District Attorney's Office\*

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

\_\_\_\_\_  
City Secretary (If applicable)

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:**

\$ \_\_\_\_\_ *as follows:*

Fiscal year ending September 30, 2025:            \$1,928,000.00 2021 TBP, CFP, Pct 1

\_\_\_\_\_  
Auditor's Office

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**City Council Regular Meeting**

**DEPARTMENT:** Information Technology

**FROM:** Hugo Rodriguez, Deputy Chief Technology Officer, IT

**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a minute order increasing the authorized amount under contract CSO#40411-2022 with Central Square for annual software maintenance of OSSI Public Safety software in the amount of \$53,444.00. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

**SUMMARY:**

The City purchased OSSI Public Safety software from Central Square in October 2008, and it includes various modules that support the City of Burleson Public Safety Departments and Consortium. The annual software maintenance fees are paid to cover extended software support, upgrades, and software releases. The council approved a contract in 2022 for three years for annual software support, upgrades, and releases in the amount of \$165,057.17. The minute order will cover the increase in the annual support for the last year.

The OSSI software accommodates multiple agencies in the area that are a part of the Public Safety Consortium. Each of those agencies pays for their individual software licenses and pays a portion to the consortium to cover the annual software maintenance fees for the core software.

**Consortium Members:**

Alvarado PD  
Joshua PD  
Grandview PD  
Venus PD  
Keene PD  
Cleburne PD  
Johnson County Sheriff's Office  
Emergency Services District (ESD)

**RECOMMENDATION:**

Approve the minute order to Central Square.

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

NA

**FISCAL IMPACT:**

Software M&R: 6108001- 63506| \$53,444

**STAFF CONTACT:**

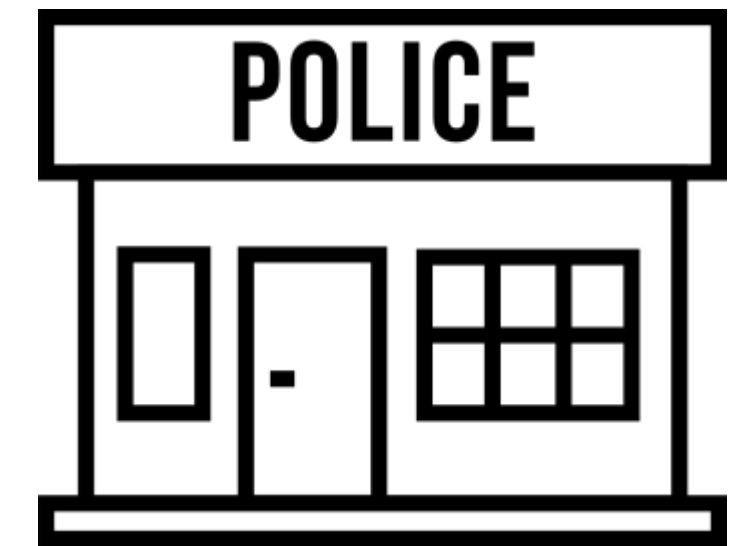
Name: Hugo Rodriguez

Title: Deputy Chief Technology Officer, IT

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

682.312.2766

# OSSI SOFTWARE ANNUAL RENEWAL



# Background

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The council approved a contract in 2022 for three years for annual software support, upgrades, and releases.

## Modules

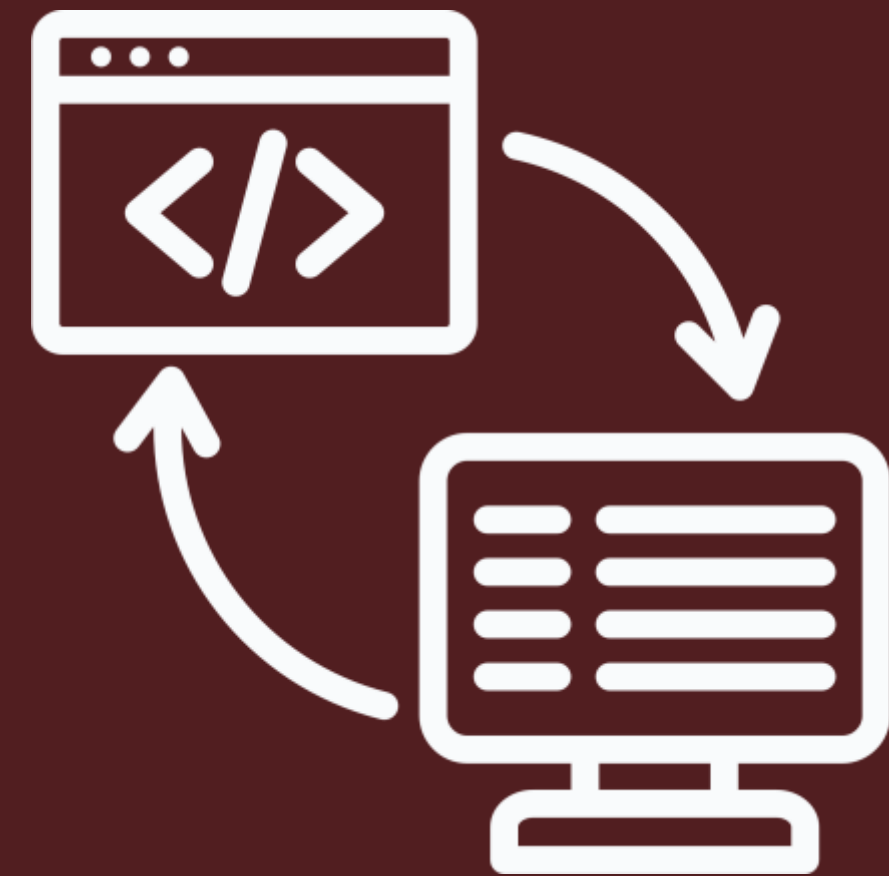
- Computer-Aided Dispatch (CAD)
- Records Management System
- Mobile Field Reporting
- Property & Evidence
- Crime Analysis



The minute order will amend the Central Square contract for OSSI Public Safety software maintenance, increasing the contract amount by \$53,444.00.

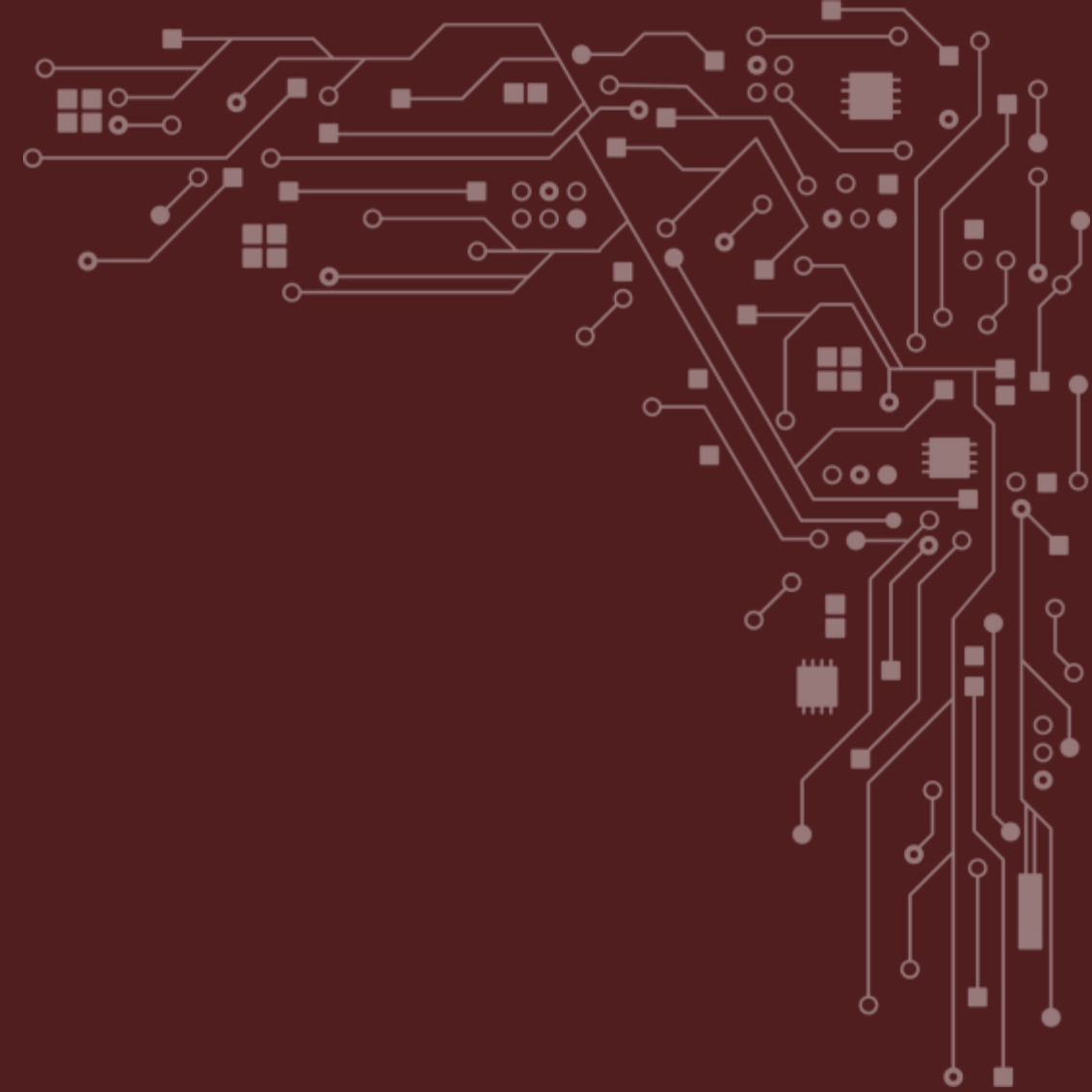
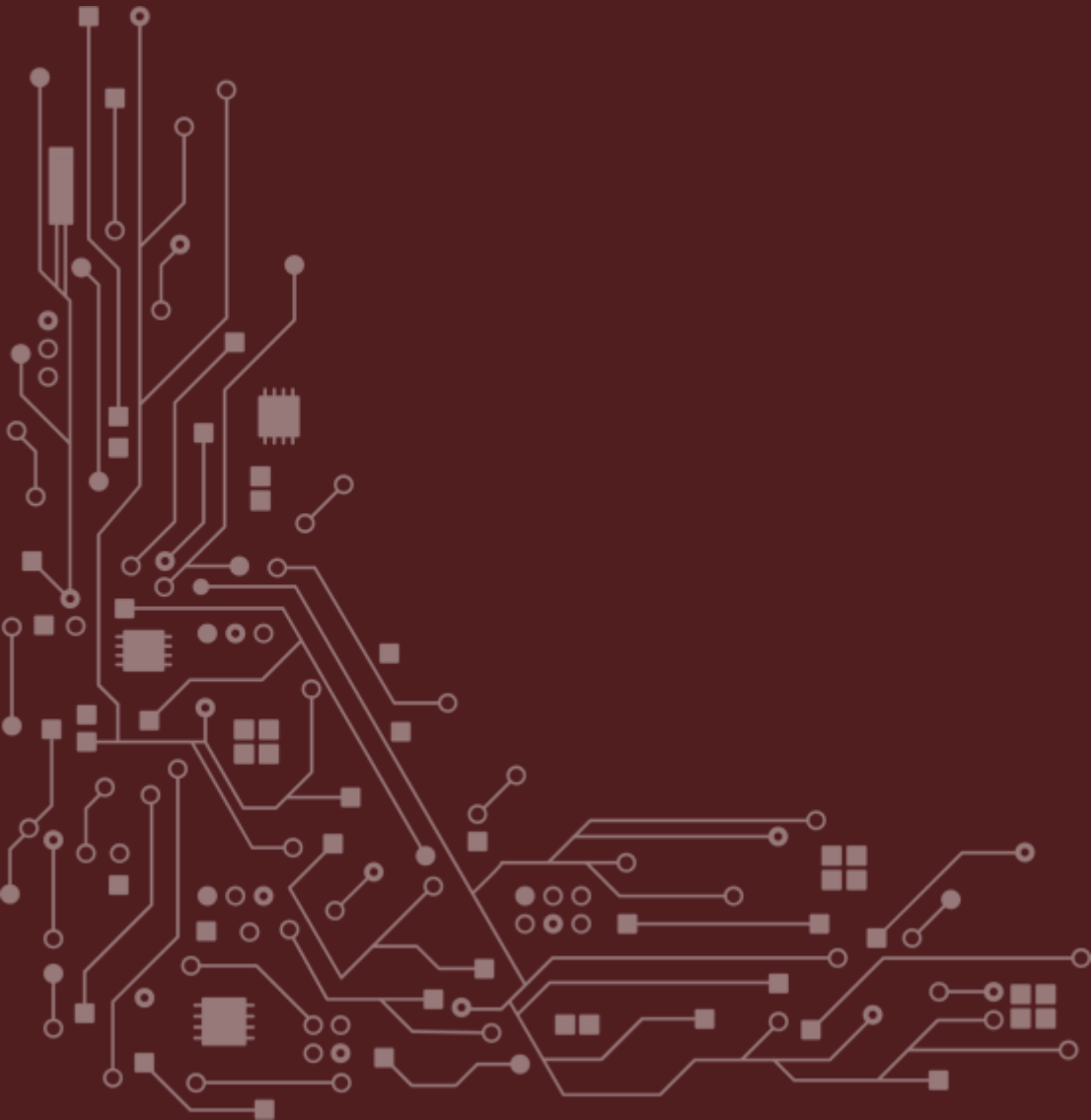
Annual software maintenance coverage:

- Extended software support for modules
- Software upgrades
- Software patches



Approval of a minute order increasing the authorized amount under contract CSO#4045-11-2022 with Central Square for annual software maintenance of OSSI Public Safety software in the amount of \$53,444.00.





## City Council Regular Meeting

**DEPARTMENT:** Capital Engineering  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** November 4, 2024

---

### **SUBJECT:**

Consider approval of an amendment to the Engineering Services Contract with Lockwood, Andrews & Newnam, Inc. for design of the MP1505S 24-inch Sanitary Sewer from Oakbrook to FM 731 in the amount of \$127,553.00 for a total contract amount of \$334,162. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)

### **SUMMARY:**

The original scope of this project was to design a 24-inch sanitary sewer from Oakbrook to FM731. The project will parallel an existing 15-inch sanitary sewer and provide additional capacity for areas in the western part of the City.

The original design contract approved with Lockwood, Andrews & Newnam, Inc. was approved as a not to exceed amount of \$206,609.00, with no contingency. Therefore, any modification to the original agreement, which would encumber additional funds, is required to come back before city council's review and approval.

In November 2021, while the plans were at 90% complete, staff was notified that Oncor had placed a new duct bank that served the newly constructed power substation.

Staff has worked with Lockwood, Andrews & Newnam, Inc., developers, and Oncor through multiple alternative alignments to avoid the duct bank. Ultimately the alignment that worked snakes through a potential subdivision named The Lakes of Burleson.

The proposed \$127,533.00 contract amendment includes additional topographic survey, subsurface utility engineering, and detailed design engineering.

**RECOMMENDATION:**

Approve an amendment to the Engineering Services Contract with Lockwood, Andrews & Newnam, Inc. for the design of the MP15-05S 24-inch Sanitary Sewer from Oakbrook to FM 731 in the amount of \$127,533.00.

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

July 1, 2019 - City Council approved a minute order with Lockwood, Andrews & Newnam, Inc.. for the MP15-05S 24-inch Sanitary Sewer from Oakbrook to FM 731. (Item 5.B)

**REFERENCE:**

CSO#1057-07-2019 - Engineering Services Contract with Lockwood, Andrews & Newnam, Inc.

**FISCAL IMPACT:**

Budgeted: Y

Fund Name: W&S Bond Design

Full Account #s: 5203101-62010

Amount: \$127,533.00 Project

No.: 177309

**STAFF CONTACT:**

Eric Oscarson Deputy City  
Manager

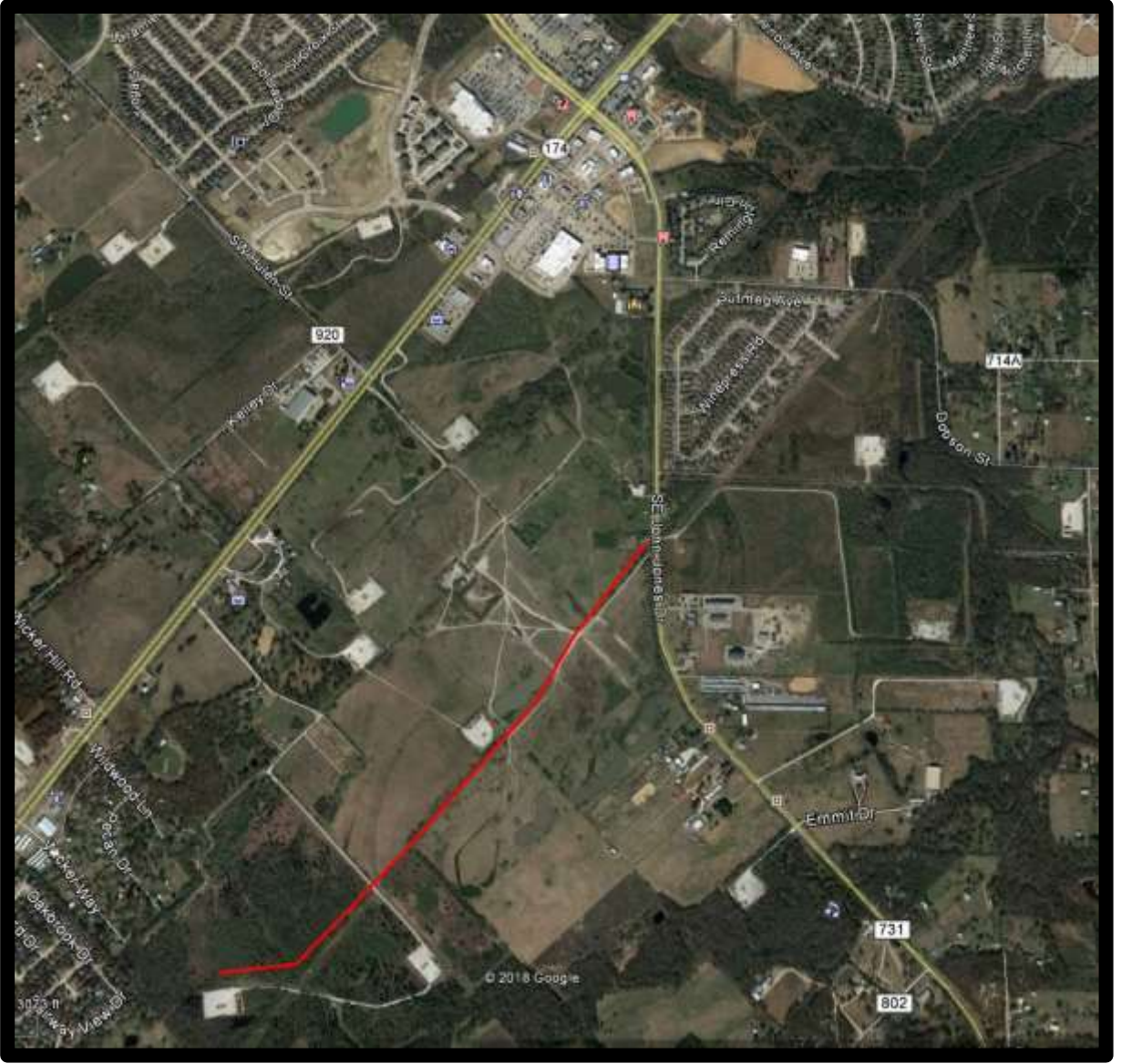
eoscarson@burlesontx.com

817-426-9837

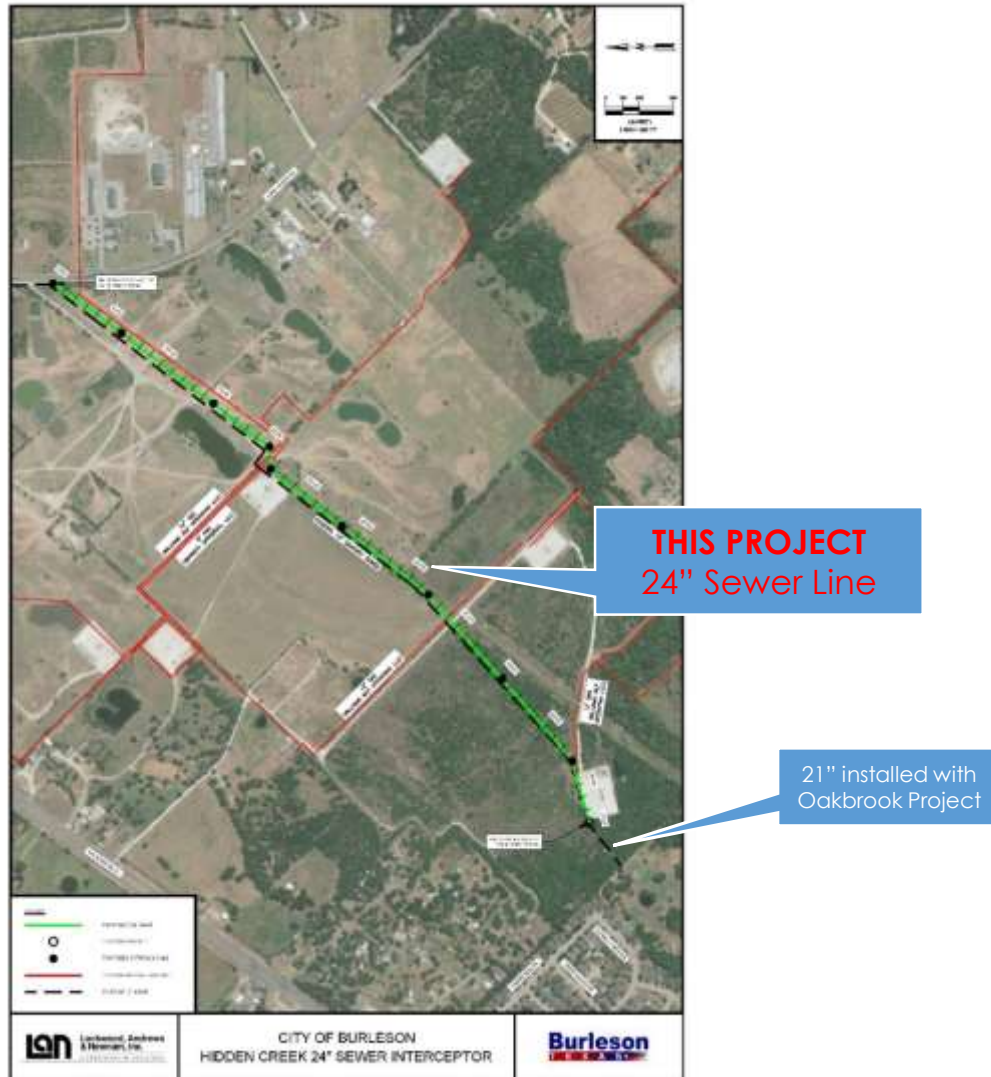


# MP1505S 24-inch Sanitary Sewer from Oakbrook to FM 731

Design Contract  
Amendment  
November 4, 2024



# Project Origin



- Original contract presented to City Council on July 1, 2019
- Approximately 5800 LF of 24" sewer
- Any modification to the original agreement, which would encumber additional funds, is required to come back before city council's review and approval.



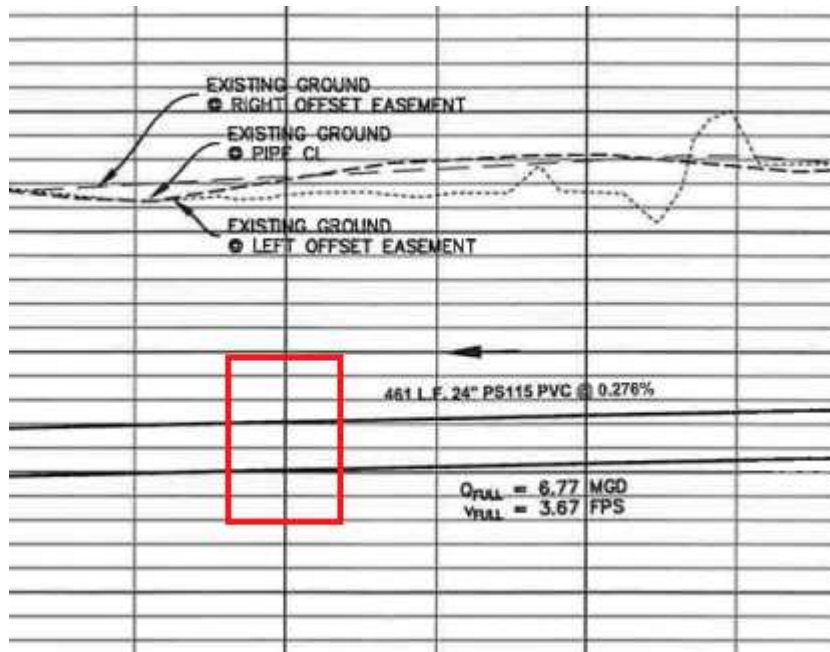
# Previous Direction

- Previous alignment was determined from an on-ground survey
- Design was intended to not interfere with Oncor electrical towers



# Project Progress since July 2019

- Lockwood, Andrews & Newnam, Inc. had competed to 90% plans
- Staff was notified that Oncor had placed a new duct bank that served the newly constructed power substation.
- The Oncor duct bank conflicted with the sewer line



LOCATION MAP  
 SCALE: 1"=250'

C-001	VICINITY MAP
C-002	BARREMENT ACCESS AND BROKEN SHEET 1 OF 2
C-003	BARREMENT ACCESS AND BROKEN SHEET 2 OF 2
C-004	CONTROL AND BORING PLAN
C-005	GEOTECHNICAL BORING
C-006	PLAN & PROFILE - SHEET INDEX
C-007	PLAN & PROFILE - STA. 19+00 TO STA. 19+50
C-008	PLAN & PROFILE - STA. 19+50 TO STA. 20+00
C-009	PLAN & PROFILE - STA. 20+00 TO STA. 20+50
C-010	PLAN & PROFILE - STA. 20+50 TO STA. 21+00
C-011	PLAN & PROFILE - STA. 21+00 TO STA. 21+50
C-012	PLAN & PROFILE - STA. 21+50 TO STA. 22+00
C-013	DETAILS 1 OF 2
C-014	DETAILS 2 OF 2

**LAN** Lockwood, Andrews & Newnam, Inc.  
 A LYN & BART COMPANY

TSRS 820 #9-2014  
 1320 SOUTH UNIVERSITY DRIVE  
 UNIVERSITY CENTER II, SUITE 400  
 FORT WORTH, TEXAS 76107  
 817-420-0420

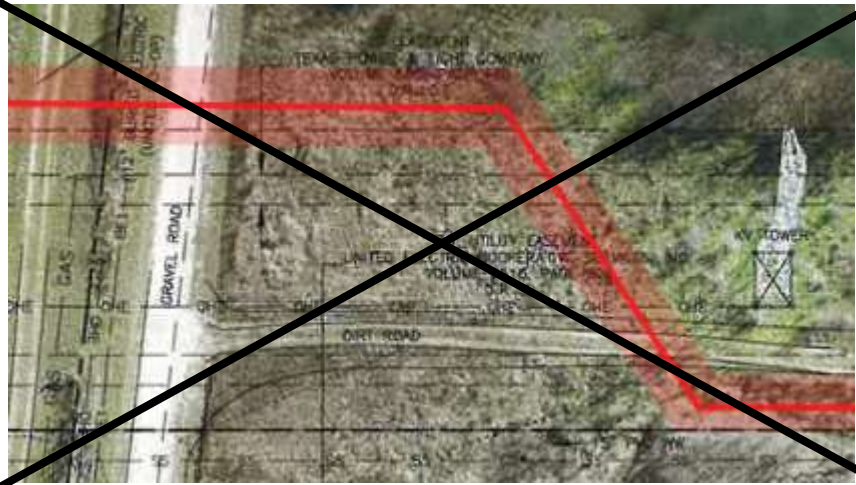
NOT FOR CONSTRUCTION
SUBMITTED FOR REVIEW
BY: _____ DATE: _____
DESIGNED BY: _____ CHECKED BY: _____
DATE: _____
NOT INTENDED FOR PERMIT, RECORD OR CONSTRUCTION

NOVEMBER 2021

90% SUBMITTAL

# Proposed Solution

- Staff reviewed several alternative alignments along with input from Oncor



- Ultimately only one alignment worked with Oncor, the Bear Ridge Subdivision, and another potential subdivision named The Lakes of Burleson



# Amendment Purpose

- Additional engineering design fee for prime and subcontractors, in the amount of \$127,533.00



# Project Timeline



# Recommended Council Action

Approve an amendment to the Engineering Services Contract with Lockwood, Andrews & Newnam, Inc. for the design of the Oakbrook 24-Inch Interceptor in the amount of \$ 127,533.00.

# Questions / Discussion

Eric Oscarson  
Deputy City Manager  
eoscarson@burlesontx.com  
817-426-9837

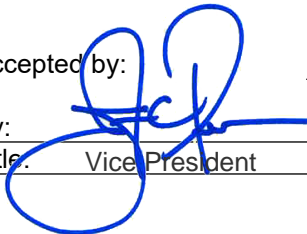
**CONTRACT AMENDMENT NO. CA - 00002  
TO  
Lockwood Andrews And Newnam Inc  
IN  
THE CITY OF BURLESON, TEXAS**

DATE: 10.23.2024 03:17PM  
OWNER: The City of Burleson Texas  
CONTRACTOR: Lockwood Andrews And Newnam Inc

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

SEE ATTACHED PAGES

Original Contract Amount	<u>\$206,609.00</u>		
Net INCREASE in Contract Amount from <b>Previous</b> Contract Amendment	<u>\$0.00</u>		
Net INCREASE in Contract Amount from <b>this</b> Contract Amendment	<u>\$127,533.00</u>	Current Increase (%)	<u>61.73%</u>
Revised Contract Total Amount	<u>\$334,142.00</u>	Overall Increase (%)	<u>61.73%</u>
Original Contract Completion Time	<u>1825</u>	Original Completion Date	<u>09.30.2025</u>
Change in Contract completion Time from <b>Previous</b> Contract Amendment	<u>0</u>	Revised Completion Date	<u>09.30.2025</u>
Change in Contract completion Time from <b>this</b> Contract Amendment	<u>0</u>		

Recommended by:	<u>CITY OF BURLESON</u>	Accepted by:	<u>Lockwood Andrews And Newnam Inc</u>
By: Attanasio, Travis		By: 	
Title: Project Engineer		Title: Vice President	

Approved By Owner: CITY OF BURLESON

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

For Internal Use Only  
City Council Financial  
Transaction if:

Current Increase > 10%	
------------------------	--



Overall Increase > 20%	
Current Increase > \$50,000	
Council Date	

**Scope of Work:**

Contract Amendment for additional engineering fees for design, survey, and study a possible relocation due to realignment.

**Background**

The necessity of the realignment results in additional engineering fees for design, survey, and study a possible relocation.

Item Number	Description	Quantity	Unit of Measure	Unit Price	Original Quantity	New Quantity	Pre-Amendment Item Value	Contract Amendment Total Amount
CA1.1	Basic Design Services				0		\$ 0.00	<b>\$64,330.00</b>
CA1.2	Surveying for Engineering Design				0		\$ 0.00	<b>\$23,950.00</b>
CA1.3	Easement Acquisition				0		\$ 0.00	<b>\$2,640.00</b>
CA1.4	Subsurface Utility Engineering				0		\$ 0.00	<b>\$21,433.00</b>
CA1.5	Environmental & Archaeological Investigation (LS)				0		\$ 0.00	<b>\$15,180.00</b>

**\$127,533.00**

The work described in this contract amendment consist of furnishing the additional quantities of materials, labor, equipment, tools and incidentals as specified above that is necessary to construct the work. All work and payments shall be in accordance with the contract plans and specifications referenced in the agreement for "Parallel 24in Sewer Village Creek to Oakbrook Dr. (w/ Bear Ridge & The Lakes)" between the City of Burleson, Texas and Lockwood Andrews And Newnam Inc that was entered by both parties on 1/22/2020 12:00:00 AM.

End of Scope for work for City of Burleson Parallel 24in Sewer Village Creek to Oakbrook Dr. (w/ Bear Ridge & The Lakes)  
 No. CA - 00002  
 Contract Amendment No. CA - 00002



**Level of Effort Spreadsheet  
June 2024  
Engineering Services for  
CoB - Hidden Creek 24" Sewer Interceptor - Amendment**

Task No.	Task Description	Rate	Labor (hours)						Total Labor	Expense		Total Expense (+10%)	Task Sub Total
			Principal \$333.59	Project Manager \$301.81	Senior Engineer \$341.52	Project Engineer \$206.50	EIT \$135.02	CAD \$165.31		Admin \$94.99	Sub		
<b>BASIC SERVICES</b>													
<b>II</b>	<b>Detailed Design Engineering</b>	<b>2</b>	<b>27</b>	<b>9</b>	<b>82</b>	<b>108</b>	<b>130</b>	<b>3</b>	<b>62,900</b>	<b>-</b>	<b>1,300</b>	<b>1,430</b>	<b>64,330</b>
A	Preliminary Engineering Design	-	18	4	58	78	114	2	\$ 48,500	\$ -	\$ 950	\$ 1,045	\$ 49,545
i	Existing Utilities			-	4	8	8	-	\$ 3,250	\$ -	\$ 300	\$ 330	\$ 3,580
ii	Conflict Identification		4		10	12	16	-	\$ 7,550	\$ -	\$ 150	\$ 165	\$ 7,715
iii	Construction Drawings		12	4	40	50	90	2	\$ 35,100	\$ -	\$ 350	\$ 385	\$ 35,485
iv	Specifications	-	1	-	2	4	-	-	\$ 1,300	\$ -	\$ 150	\$ 165	\$ 1,465
v	Opinion of Probable Construction Cost		1	-	2	4	-	-	\$ 1,300	\$ -	\$ -	\$ -	\$ 1,300
C	Constructability Review	-	2	4	8	8	-	-	\$ 4,750	\$ -	\$ -	\$ -	\$ 4,750
D	Design Meetings		3	1	8	6	-	-	\$ 3,750	\$ -	\$ 100	\$ 110	\$ 3,860
E	Preliminary Engineering Submittals (2)	2	4	-	8	16	16	1	\$ 5,900	\$ -	\$ 250	\$ 275	\$ 6,175
i	Review Meeting	2	2	-	2	2	-	1	\$ 2,050	\$ -	\$ 150	\$ 165	\$ 2,215
ii	Review Comments	-	2		4	8	8		\$ 3,850	\$ -	\$ 100	\$ 110	\$ 3,960
<b>SUBTOTAL BASIC SERVICES</b>		<b>2</b>	<b>27</b>	<b>9</b>	<b>82</b>	<b>108</b>	<b>130</b>	<b>3</b>	<b>62,900</b>	<b>-</b>	<b>1,300</b>	<b>1,430</b>	<b>64,330</b>
<b>SPECIAL SERVICES</b>													
<b>IA</b>	<b>Surveying for Engineering Design</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>8</b>	<b>-</b>	<b>\$ 3,050</b>	<b>\$ 19,000</b>	<b>\$ -</b>	<b>\$ 20,900</b>	<b>\$ 23,950</b>
i	Route Study		1			4	4		\$ 1,550	\$ -	\$ -	\$ -	\$ 1,550
ii	Field Design Survey		1			4	4		\$ 1,550	\$ 19,000	\$ -	\$ 20,900	\$ 22,450
<b>IB</b>	<b>Easement Acquisition</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 2,400</b>	<b>\$ -</b>	<b>\$ 2,640</b>	<b>\$ 2,640</b>
<b>IC</b>	<b>Subsurface Utility Engineering</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>3</b>	<b>3</b>	<b>-</b>	<b>\$ 1,550</b>	<b>\$ 18,075</b>	<b>\$ -</b>	<b>\$ 19,883</b>	<b>\$ 21,433</b>
i	Direct Expenses								\$ -	\$ 3,425	\$ -	\$ 3,768	\$ 3,768
ii	QL "B" SUE		1			2	2		\$ 950	\$ 7,500	\$ -	\$ 8,250	\$ 9,200
iii	QL "A" SUE		1			1	1		\$ 650	\$ 7,150	\$ -	\$ 7,865	\$ 8,515
<b>ID</b>	<b>Environmental &amp; Archaeological Investigation (LS)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 13,800</b>	<b>\$ -</b>	<b>\$ 15,180</b>	<b>\$ 15,180</b>
i	Biological and Aquatic Resources Delineation Field Survey								\$ -	\$ 2,700	\$ -	\$ 2,970	\$ 2,970
iii	Cultural Resources Field Survey								\$ -	\$ 8,800	\$ -	\$ 9,680	\$ 9,680
iv	Regulatory Summary Letter Report								\$ -	\$ 2,300	\$ -	\$ 2,530	\$ 2,530
<b>SUBTOTAL SPECIAL SERVICES</b>		<b>-</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>8</b>	<b>-</b>	<b>\$ 4,600</b>	<b>\$ 53,275</b>	<b>\$ -</b>	<b>\$ 58,603</b>	<b>\$ 63,203</b>
<b>TOTAL SERVICES</b>		<b>2</b>	<b>29</b>	<b>9</b>	<b>82</b>	<b>116</b>	<b>138</b>	<b>3</b>	<b>67,500</b>	<b>53,275</b>	<b>1,300</b>	<b>60,033</b>	<b>127,533</b>

# 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.**  
Lockwood, Andrews & Newnam, Inc  
Houston, TX United States

**Certificate Number:**  
2024-1232173

**Date Filed:**  
10/29/2024

**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.**  
CA-00002  
Hidden Creek 24inch Sewer Interceptor - Amendment - Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly III, Leo A.	Washington, DC United States	X	
	Benes, Edward G.	Houston, TX United States	X	
	Swafford, C. Wayne	Houston, TX United States	X	
	Hennick, Bradley	Toronto Ontario Canada	X	
	Commisso, Arty	Toronto Ontario Canada	X	
	Faulds, Michael	Toronto Ontario Canada	X	
	Gilbreath, Stephen A.	Houston, TX United States	X	

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

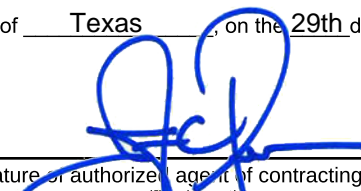
**6 UNSWORN DECLARATION**

My name is Justin C. Reeves, and my date of birth is [REDACTED].

My address is 1300 Summit Avenue, Suite 300, Fort Worth, TX, 76102, 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 29th day of October, 20 24.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

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**City Council Regular Meeting**

**DEPARTMENT:** Public Works

**FROM:** Errick Thompson, P.E., CFM®, Director

**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a Cooperative Purchasing Agreement with Sam Pack's Five Star Ford, Inc., for the purchase of a bucket truck through BuyBoard Cooperative Contract # 724-23 in the amount of \$137,059.41. (*Staff Contact: Errick Thompson, Director of Public Works*)

**SUMMARY:**

City Council approved \$450,000 in one-time and on-going costs associated with the implementation of the Intelligent Transportation System (ITS) in the FY24-25 budget. Included in the one-time costs is a bucket truck necessary to perform work on signal system equipment elevated above the ground. City Council also approved as part of the broader ITS project, the voluntary assumption of maintenance responsibilities for TxDOT traffic signals within Burleson in order for those signals to also be managed through the Burleson Traffic Management Center and system.

The bucket truck being purchased with this item is comprised of a 2025 Ford F-550 chassis, 11' Knapheide service body, and telescopic aerial bucket with 35' reach.

This truck is necessary to provide daily service and maintenance on traffic signals throughout Burleson in accordance with the City's maintenance agreement with TxDOT and for routine repairs and service calls. As this will be an addition to the city's fleet, the Traffic Maintenance Division will contribute annually to the Equipment Replacement Fund for the eventual (10 – 12 years) replacement of this unit.

**RECOMMENDATION:**

Approve a Cooperative Purchasing Agreement with Sam pack's Five Star Ford, Inc., for the purchase of a bucket truck through BuyBoard Cooperative Contract # 724-23 in the amount of \$137,059.41

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

July 22, 2024: City Council approved voluntary assumption of signal maintenance responsibilities for TxDOT signals within Burleson

September 9, 2024: City Council approved the FY24-25 budget including funding for ITS implementation

**REFERENCE:**

N/A

**FISCAL IMPACT:**

**Fund Name:** General Government ERF

**Full Account #:** 602-10-13-1302-0000-71001

**Amount:** \$137,059.41

**Project No.:** N/A

**STAFF CONTACT:**

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

# Intelligent Transportation System (ITS) Bucket Truck Purchase

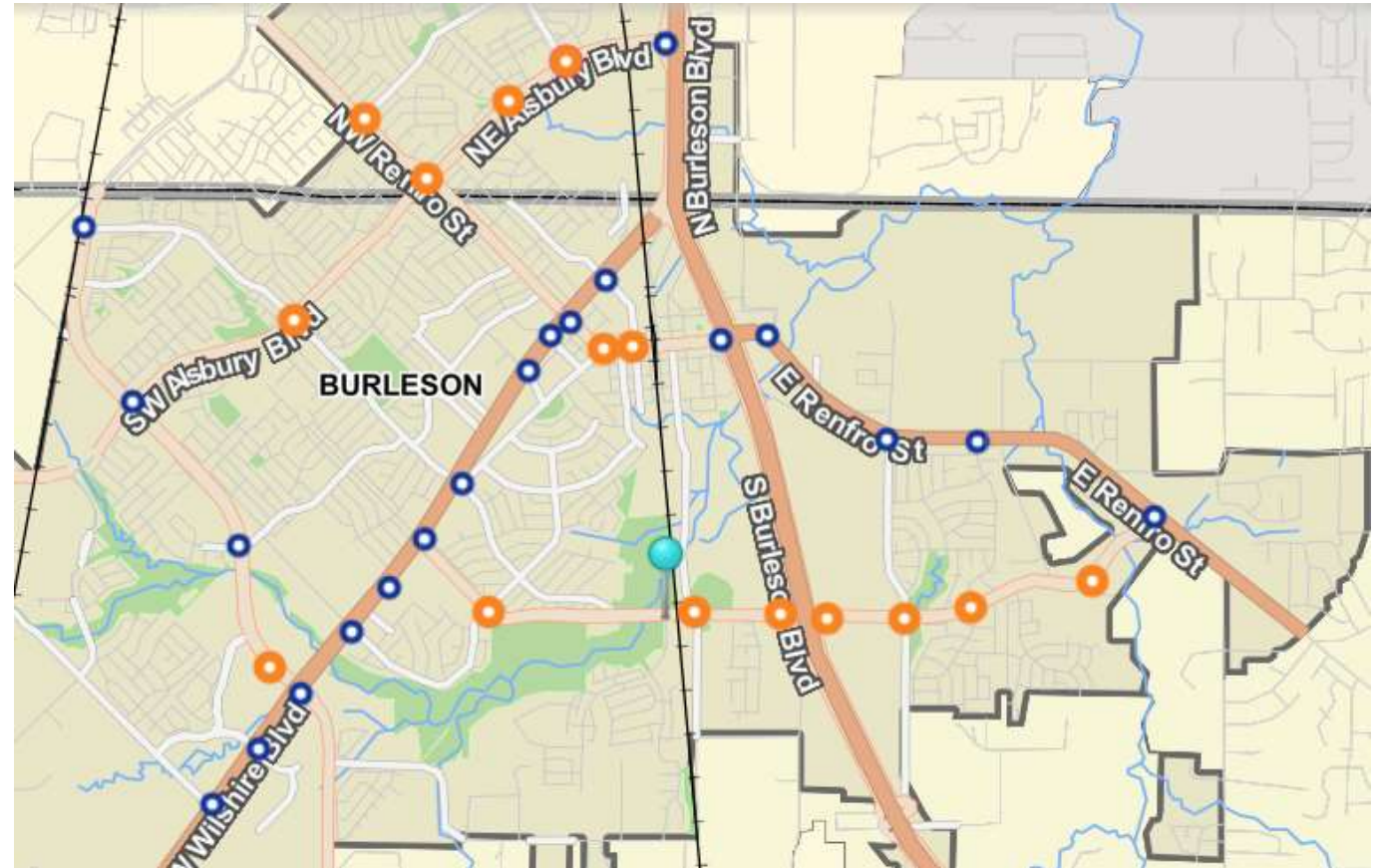
CITY COUNCIL

NOVEMBER 18, 2024

# Background: Burleson ITS

Advanced Traffic Management System (ATMS) including:

- Traffic Signals
  - Vehicular Detection
  - Signal Controllers
  - Communication
- Video Cameras
- Emergency Response Vehicle Preemption



System design primarily focuses on connecting 44 traffic signals (16 existing City signals, 27 TxDOT signals, and the proposed Hidden Creek / Gardens signal) then monitoring and managing them in the proposed *Traffic Management Center*

# Funding and Procurement

FY24-25 budget includes \$450,000 in Public Works to support voluntary signal maintenance agreement and ITS implementation:

- Additional bucket truck (One-time and recurring costs)
- Additional Traffic Management Center Operator / Signal Technician position
- Other signal equipment inventory and safety devices

As a low-quantity, specialty vehicle purchase, multiple cooperatives were searched and Sam Pack's Five Star Ford provided the best overall pricing for the complete unit through the BuyBoard Cooperative (\$137,059.41) with delivery anticipated late winter





# Recommendation / Action Requested



Approve a Cooperative Purchasing Agreement with Sam Pack's Five Star Ford, Inc., for the purchase of a bucket truck through BuyBoard Cooperative Contract # 724-23 in the amount of \$137,059.41

# Questions / Discussion

Errick Thompson, Director

Public Works

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

817-426-9610



**COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Sam Pack's Five Star Ford ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BuyBoard Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 724-23, as amended, (the "**Agreement**") with an expiration date of 11/30/2026.

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

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

Authorized Customer is eligible and desires to purchase

**ATTACHMENT A**

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

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

**Purchase Price** - Payments under this Customer Agreement are in the amount of One hundred thirty-seven thousand fifty-nine dollars and forty-one cents ("**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

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

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

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

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

VENDOR: Sam Pack's Five Star Ford

Docusigned by:  
By: Alan Rosner  
5432D453E77C4A6...

Name: Alan Rosner

Title: Director

Date: 10/28/2024





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





# UTEM SKYTEL UTLI35B



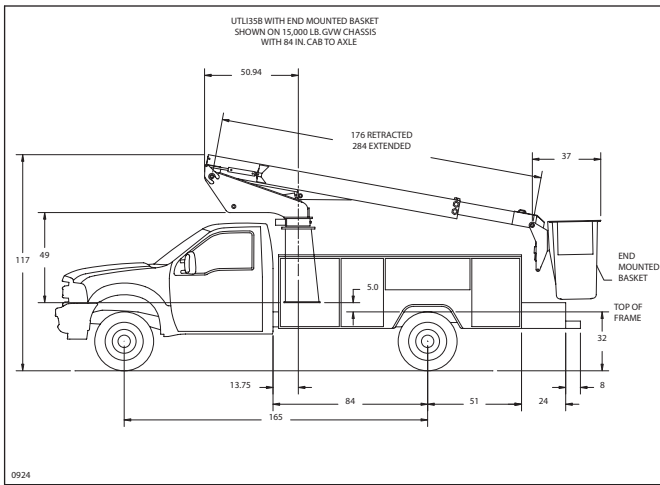
-  Exclusive 540 degree boom rotation with hourglass worm gear drive  
Provides smooth and self locking rotation with a mechanical stop
-  Individual lever full pressure upper controls  
Full pressure single stick upper controls is optional
-  Outer boom is high strength steel, with fiberglass inner boom  
Non-lube bearings provided at pivot points
-  Non-tracking 30 in. insulation gap  
Insulation gap increases to 42 inches as boom is extended

Strength, innovation and service from UTEM

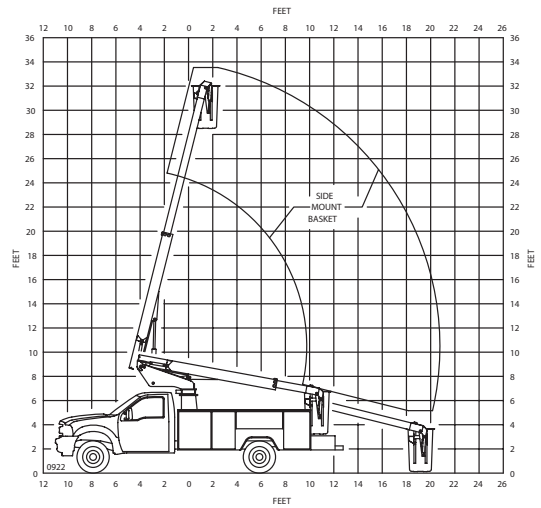


Utility Truck Equipment MFG, L.L.C.  
P.O. Box 9  
Hewitt, Texas 76643  
Phone: 254-857-8204 Fax: 254-857-9253  
WWW.UTEMBUCKETS.COM

# UTEM SKYTEL UTLI35B



Dimensional Outline



Operating Area Diagram

### Dimensional Specifications

	UTLI35B
Horizontal side reach - side mount	20 ft 9 in (6.32m)
Horizontal side reach - end mount	22 ft 9 in (6.93m)
Height to bottom of basket*	29 ft (8.83m)
Working height*	34 ft (10.36m)
Stowed height*	10 ft 1 in (3.07m)
Outer boom articulation in degrees	-14° to 76°
Standard basket capacity	300 lbs (136kg)
Maximum basket capacity	400 lbs (181kg)
UTLI non-tracking insulation gap is 30 in (0.76m)	
Tested and rated for Category D 46kV and below per ANSI A92.2-2015	
Meets or exceeds ANSI A92.2-2015 and OSHA requirements	
* Based on 36 in (0.91m) chassis frame height	

### Mechanical Specifications

- 540° Boom rotation with mechanical stop
- Rotation drive is hourglass worm gear acting on a shear ball bearing
- Hydraulic bucket leveling
- All hoses and controls cables are enclosed within the outer boom
- Boom elevation and extension by hydraulic cylinders
- Boom and extension cylinders have load holding valves
- Outer boom is high strength steel with infinitely adjustable wear pads
- Inner boom is filament wound oven cured epoxy resin fiberglass
- Pedestal is welded structure with reservoir mounted inside
- Standard color is UTEM white powder coat
- Body harness with adjustable length shock absorbing lanyard included

### Chassis Requirements

	Minimum	Recommended
Vehicle GVWR	10100 lbs	11000 lbs
Front axle GAWR	4000 lbs	4200 lbs
Rear axle GAWR	7500 lbs	7500 lbs
Frame section modulus	5.42 in <sup>3</sup>	5.42 in <sup>3</sup>
RBM of frame	195000 in lbs	195000 in lbs
Approx. weight for stability	7800 lbs	7800 lbs

### Controls

- Individual Lever Full Pressure Controls are Standard
- Leveling controls provided at upper and lower controls
- "HM" hydraulic system is provided with UTLI35B
- Engine stop/start provided with "HM" hydraulics
- Emergency stop is provided at basket controls
- Lower control override selector included

### Hydraulic Specifications

Operating pressure	2200 PSI (155kg/cm <sup>2</sup> )
Reservoir capacity with sight gauge	10 Gallons (38l)
Suction strainer mounted in reservoir	100 Mesh
Return line filter with bypass	10 Micron

### Optional Equipment

- Single stick upper controls
- Baskets with steps or walk thru openings with doors
- End mount basket
- Manual basket rotator
- Hydraulic basket rotator
- Continuous rotation
- Hydraulic tool outlet at basket
- Manual two-speed throttle
- 12VDC Powered Emergency Lowering
- Bridge mount pedestal and remote reservoir
- Outriggers for increased stability
- Outrigger/Boom interlock
- Torsion bars for increased stability



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 PO Box 9  
 Hewitt, TX 76643

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## **WARRANTY AERIAL LIFT**

A completed warranty registration must be returned to Utility Truck Equipment Mfg., LLC (UTEM) within ten (10) days after delivery of a UTEM Aerial Lift (The Product). The warranty registration is a part of the "Warranty Registration/Pre-Delivery Inspection" form that is provided with the product manuals. **UTEM is not obligated to warranty the unit unless this registration is on file.**

UTEM warrants The Product sold to be free from defects in material and workmanship under normal use and service for one (1) year after date of delivery to the initial user, subject to the following provisions:

- I. This warranty is limited to the repair or replacement of parts with appropriate labor as determined by UTEM upon inspection to have been defective in material or workmanship. There must be a warranty claim (supplied by UTEM) properly filled out and mailed to UTEM within thirty (30) days of the date of failure for approval and instructions regarding further disposition of parts. All parts have to be returned to the factory within thirty (30) days of the date of notification for UTEM inspection before credit can be given. Warranty parts shall be shipped to the factory pre-paid motor freight or UPS.
- II. Warranty with respect to batteries, generators, or optional equipment is subject to warranty offered by their respective manufacturer. Such warranties shall be handled direct through the respective manufacturer or their distributor.

UTEM Aerial Lifts are designed to be personnel carriers and have rated capacities for each unit. Exceeding the rated capacity or operating in a manner other than the intended use will void the warranty. These units are not designed to operate as cranes or pulling devices.

This warranty is in lieu of and excludes all other representations or warranties expressed or implied and does not apply where alterations or structural repair has been made to the "Product" without written authorization by UTEM. UTEM obligation under this warranty does not apply in case of any alterations, accidents, misuse, abuse, neglect or if maintained or operated in other manner than recommended or approved in the UTEM Operator's Manual.

**THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED HEREIN. UTEM SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS OF ANY THIRD PARTY AGAINST CUSTOMER.**

## **IMPROVEMENTS**

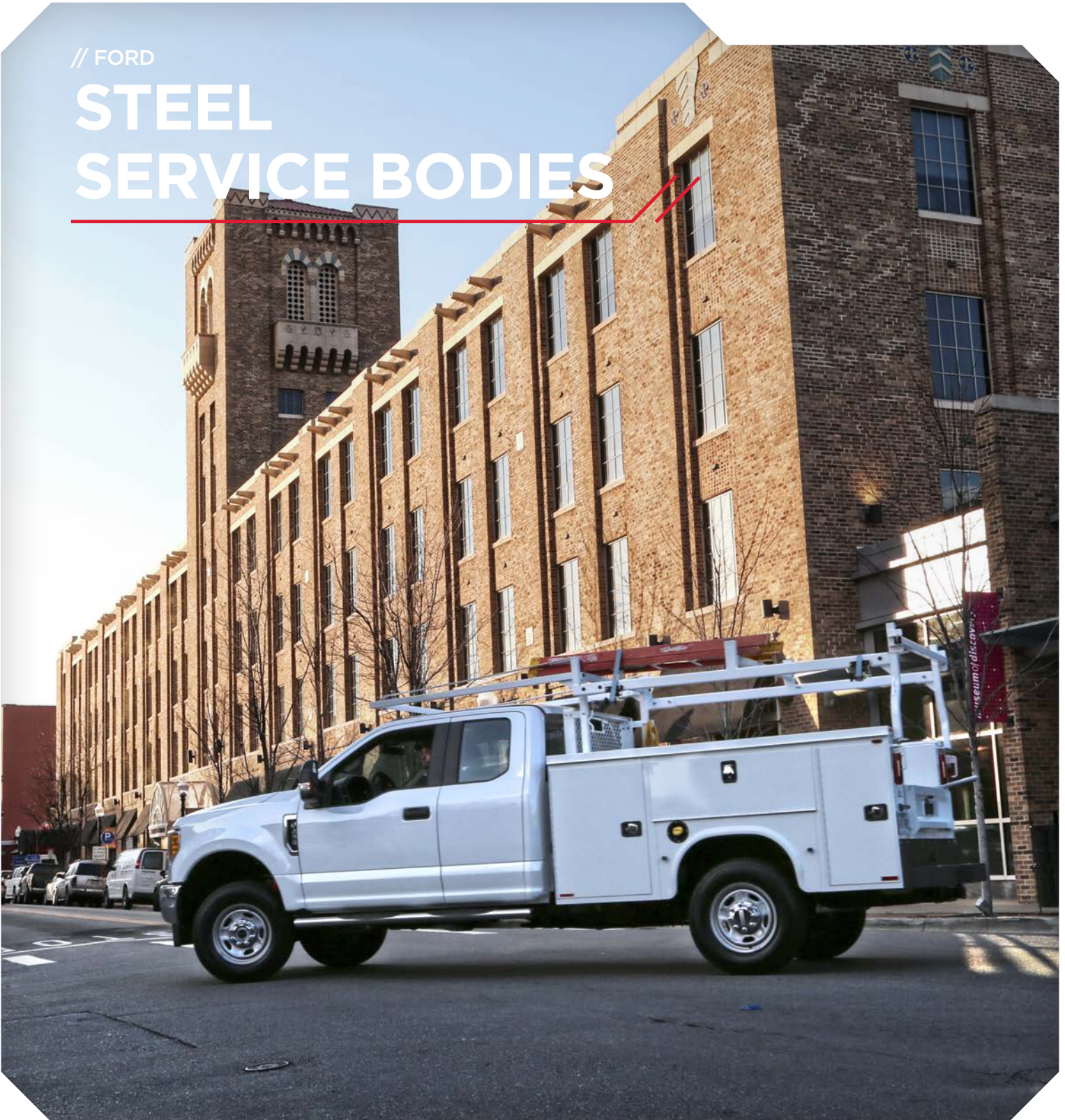
UTEM reserves the right to make changes in design and improvements whenever it is believed the efficiency of the products will be improved, but without incurring any obligation to incorporate such improvements in any product which has been shipped or is in service.

016warranty statement

// FORD

# STEEL SERVICE BODIES

---



# STEEL SERVICE BODIES

With a rugged steel construction and external storage for your tools and equipment, the Service Body is a key component in your day-to-day productivity.

The external compartments offer protection from outside elements and allow technicians to access their equipment without having to climb into the truck bed.

Staying organized both on and between job sites is important. Get maximum efficiency with a Knapheide Service Body.



## STANDARD SHELVING

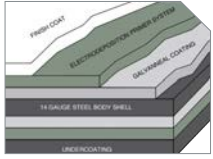
All Knapheide Service Bodies come with the following standard shelving units:

- Two adjustable divider shelves and dividers, in the street and curb side front vertical compartments (1st and 2nd vertical 132" bodies only)
- One adjustable divider shelf and dividers in the street and curb side full height rear vertical compartments
- One adjustable divider shelf and dividers in the curb side horizontal compartment

**REQUEST A QUOTE**

Visit [knapheide.com/quote](http://knapheide.com/quote) and fill out the form to receive a quote and additional product information.

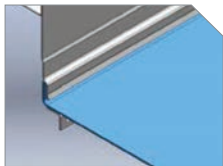
# STANDARD FEATURES



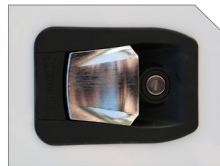
**A** Features 14-gauge, two-sided A-40 galvalneal steel shell



**H** Features double-shell, 20-gauge, two-sided A-40 galvalneal steel compartment doors



**B** Exclusive "Return Flange" floor design provides support



**I** Automotive-quality, rotary-style latches make opening and closing easy



**C** Interior light guards protect recessed lighting and wiring



**J** Interior cover protects internal latch from damage



**D** Continuous stainless steel hinges are pry-proof and corrosion-resistant



**K** Neoprene door seals protect compartments from the weather



**E** Adjustable security ring strikers provide a weather-tight seal



**L** Quick-mount installation allows for fast, safe mounting



**F** Includes 250-lb. capacity adjustable divider shelves



**M** Includes slam-lock tailgate with one-hand center release



**G** Double-spring over-center door retainer eliminates involuntary door swing



**N** Upgraded surface mount lighting system features LED S/T/T and B/U, LED strobe option\* with (8) selectable patterns, and built-in reflectivity for additional safety\*\*

\*Additional wire harness required for strobe lights  
\*\*Covered under 3-year limited warranty

## // E-COAT PROTECTION:

Electrodeposition prime-paint system provides superior corrosion resistance

# COMPARTMENT CONFIGURATIONS



## // 500 SERIES COMPARTMENTS

The 500 Series Service Bodies feature a horizontal compartment that stretches from the first vertical compartment to the end of the body with a small, rear lower compartment.

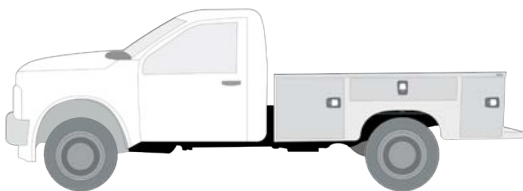


## // 600 SERIES COMPARTMENTS

The 600 Series Service Bodies feature a horizontal compartment that is positioned over the wheel well and one vertical compartment in the front of the body and one at the rear of the body.

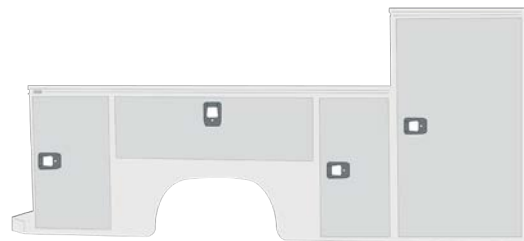
## // 700 SERIES COMPARTMENTS

The 700 Series has 500 Series configuration on the curb side and 600 Series on the street side.



## // LOW PROFILE BODY

Low Profile Bodies, denoted by “LP”, offer greater visibility from the cab while only sacrificing 4” of the body height compared to a standard Service Body.



## // RAISED FRONT COMPARTMENTS

Raised front vertical compartment configuration raises the curb side front vertical compartment to 60” tall.



## // **FLIP TOP** COMPARTMENTS

Flip Tops, denoted by “F”, allow for greater internal storage, organization and flexibility. Knapheide Flip Tops have a slammable top lid door and a convenient one-hand release located in the horizontal compartment.



## // **PLUS 50** COMPARTMENTS

Plus 50 models feature a transverse compartment in the curb side front vertical extending to the street side compartment back. Plus 50 models have 50% more effective storage capacity.

Depending on body model, compartments have either two or three drawers, 59” or 69” long. All drawers are rated for 250-lb. and have dividers every 4”.



**THREE-DRAWER UNIT**



**TWO-DRAWER UNIT**

# POPULAR OPTIONS

## // BUMPERS

Knapheide bumpers are constructed with work in mind. With three configurations, we have a bumper for every need. Select bumpers available with KnapLiner coating for additional grip and durability.



**STEP BUMPERS**



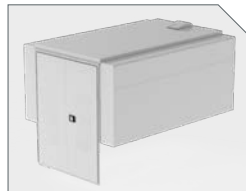
**HITCH RECESS BUMPERS**



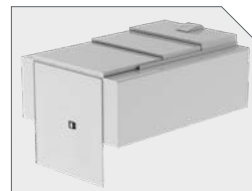
**STRAIGHT BUMPERS**

## // CANOPY ROOF

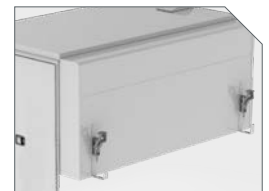
The canopy roof option allows you to fully enclose your cargo area. Canopy roofs are available in three heights, straight sides, and with stationary or telescopic roofs. For a tapered-side one-piece body design, take a look at our KUVcc product line.



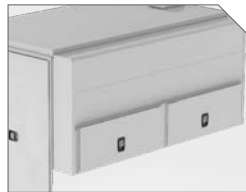
**STRAIGHT SIDES**



**TELESCOPIC ROOF**



**SIDE LADDER RACKS**



**SIDE ACCESS DOORS**



**REAR ACCESS DOOR**

## // RACKS

Adding a rack to your Service Body increases your storage space by getting your ladders and other long tools or equipment up and out of the way, making room to haul more items in your cargo area.



**OVERCAB MATERIAL RACK**  
(KARGO MASTER)



**SIDE MOUNT LADDER RACK**



**OVERHEAD LADDER RACK**



**KNAPHEIDE UTILITY RACK**

NOT PICTURED (APPLIES TO SIDE MOUNT & OVERHEAD LADDER RACKS):

• **LADDER RACK ROLLERS**

• **LADDER RACK RAILS**

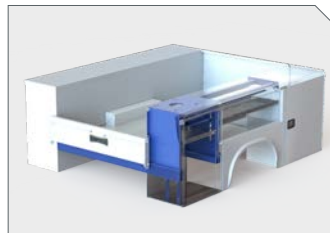
## // TELESCOPIC SLIDING ROOF

Telescopic sliding roofs offer a robust enclosure for the cargo space of your Service Body, allowing you to protect your tools and equipment from theft and weather.



## // CRANE REINFORCEMENT KIT

The crane reinforcement kit option allows you to incorporate a crane up to 4,000 lb. capacity (16,000 ft-lb. max.) onto the rear curb side corner of your body.



## // SERVICE BODY PACKAGES

Need your work truck fast? These preconfigured packages are built for quicker delivery to you. Ask your Knapheide rep for more information.

### 1848 PACKAGE

- Painted white
- Lights installed and wired
- Power locks installed
- LED compartment lights installed
- Sortimo BOXX package in left horizontal compartment
- Aluminum tread plate rock guards and tailgate trim installed

### PIONEER PACKAGE

- Painted white
- Lights installed and wired
- Masterlocks installed
- Aluminum tread plate rock guards installed
- Aluminum tread plate trim kit installed: includes tops of compartments and tailgate



## COMMITMENT TO CORROSION RESISTANCE

Corrosion won't be a concern when you buy quality Knapheide products.

To give you the best corrosion protection on our steel bodies, we utilize a state-of-the-art, custom-designed, 12-step, SST cathodic electrodeposition finishing system, called "E-Coat."

It bonds prime paint to steel by an electroplating process to give you a superior coat of primer, resulting in better corrosion protection compared to spraying methods.





**MASTER LOCKS**



**POWER LOCKS**



**FRONT STROBE**



**LED  
COMPARTMENT  
LIGHTS**



**GRAB HANDLES**



**E-TRACK &  
ACCESSORIES**



**ALUMINUM  
DRAWERS**



**STEEL DRAWERS**



**FLEX STEPS**



**WHEEL CHOCK  
HOLDER -  
FENDER SKIRT**



**SORTIMO  
COMPARTMENT  
STORAGE/MOBILITY**



**ROCK GUARDS**



**ALUMINUM TREAD  
PLATE TRIM KITS**



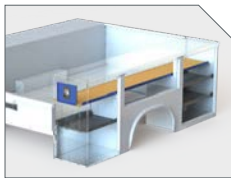
**MODULAR CAB  
GUARD**



**PULL-OUT TRAY**



**PULL-OUT  
SHELVES**



**REAR ACCESS  
DOOR WITH OR  
WITHOUT FULL-  
LENGTH SHELF**



**SINGLE POINT  
OR THREE POINT  
T-HANDLE**



**BOTTLE GAS  
RETAINER**

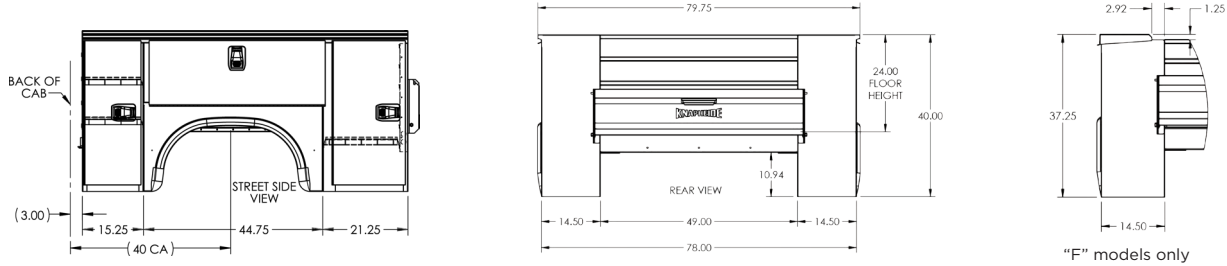


**CARGO  
TIE-DOWNS**

## // 40" CA SINGLE REAR WHEEL

MODEL	TYPE	HEIGHT	WEIGHT
680	Standard	40"	964 lb.
680LP	Low Profile	36"	904 lb.
680F	Flip Top (L)	37.25"	1,009 lb.
680F40	Flip Top (H)	41.25"	1,069 lb.

TRUCK	CAB	GVWR
X2A/X2B	Super	9,900/10,000 lb.
W2A/W2B	Crew	9,900/10,000 lb.
X3A/X3B	Super	10,000/11,500 lb.
W3A/W3B	Crew	10,000/11,500 lb.



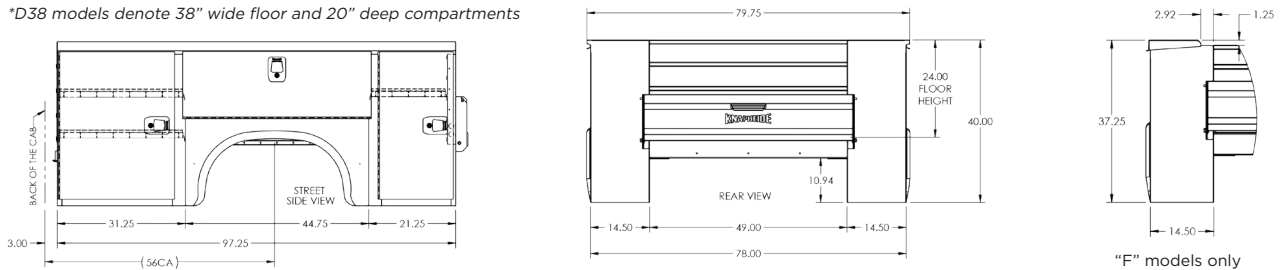
"F" models only

## // 56" CA SINGLE REAR WHEEL

MODEL	TYPE	HEIGHT	WEIGHT
696	Standard	40"	1,111 lb.
696LP	Low Profile	36"	1,060 lb.
696F	Flip Top (L)	37.25"	1,183 lb.
696F40	Flip Top (H)	41.25"	1,234 lb.
696D38*	Standard	40"	1,153 lb.
696D38LP*	Low Profile	36"	1,100 lb.
696D38F*	Flip Top (L)	37.25"	1,223 lb.

TRUCK	CAB	GVWR
F2A/F2B	Regular, Gas	9,900/10,000 lb.
X2A/X2B	Super	9,900/10,000 lb.
W2A/W2B	Crew	9,900/10,000 lb.
F3A/F3B	Regular, Gas	10,000/11,500 lb.
X3A/X3B	Super	10,000/11,500 lb.
W3A/W3B	Crew	10,000/11,500 lb.

\*D38 models denote 38" wide floor and 20" deep compartments

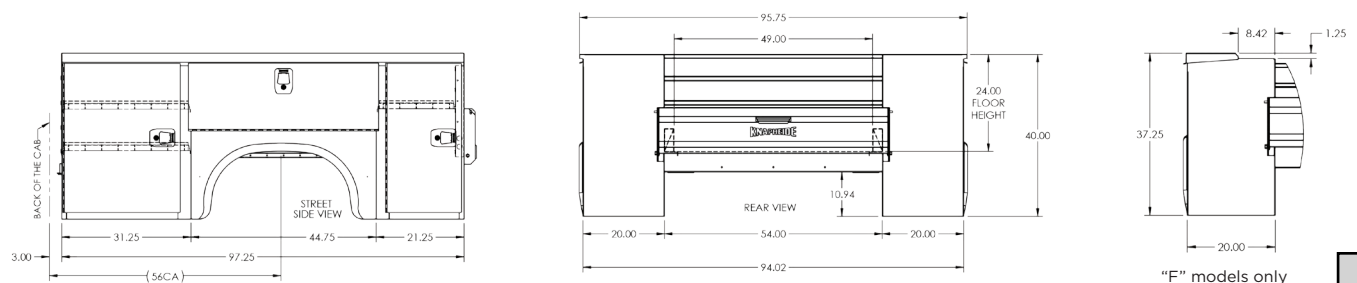


"F" models only

## // 56" CA DUAL REAR WHEEL

MODEL	TYPE	HEIGHT	WEIGHT
696D54	Standard	40"	1,288 lb.
696D54LP	Low Profile	36"	1,234 lb.
696D54F	Flip Top (L)	37.25"	1,357 lb.
696D54F40	Flip Top (H)	41.25"	1,412 lb.

TRUCK	CAB	GVWR
F3C/F3D	Regular	13,000/14,000 lb.
X3C/X3D	Super	13,000/14,000 lb.
W3C/W3D	Crew	13,000/14,000 lb.



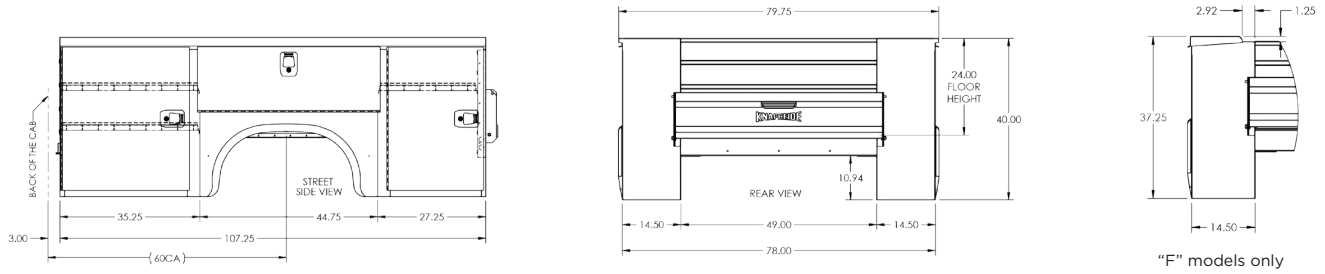
"F" models only

## // 60" CA SINGLE REAR WHEEL

MODEL	TYPE	HEIGHT	WEIGHT
6108	Standard	40"	1,238 lb.
6108LP	Low Profile	36"	1,176 lb.
6108F	Flip Top (L)	37.25"	1,311 lb.
6108F40	Flip Top (H)	41.25"	1,374 lb.

TRUCK	CAB	GVWR
F3E/F3F	Regular	9,800/11,500 lb.
X3E/X3F	Super, Gas	9,800/11,500 lb.
W3E/W3F	Crew, Gas	9,800/11,500 lb.

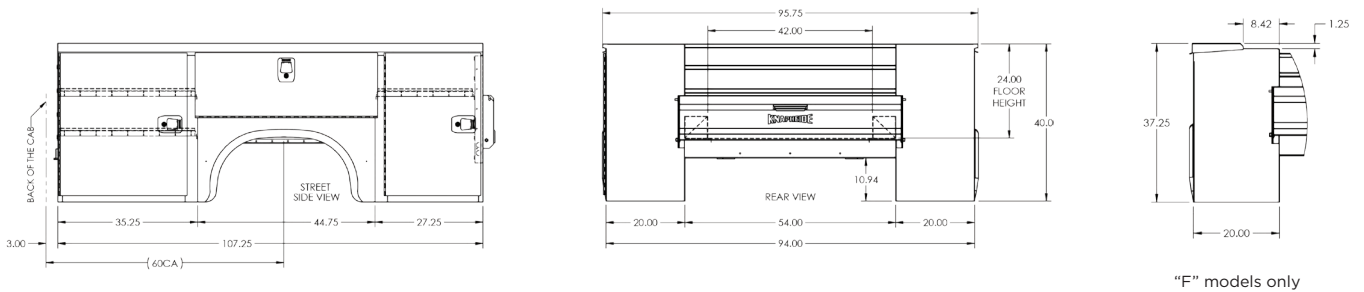
Note: Chassis with GVWRR 10,000 lb. and under subject to curb weight limits.  
 Not all engine/drive and body combinations are applicable.



## // 60" CA DUAL REAR WHEEL

MODEL	TYPE	HEIGHT	WEIGHT
6108D54	Standard	40"	1,399 lb.
6108D54LP	Low Profile	36"	1,366 lb.
6108D54F	Flip Top (L)	37.25"	1,471 lb.
6108D54F40	Flip Top (H)	41.25"	1,530 lb.

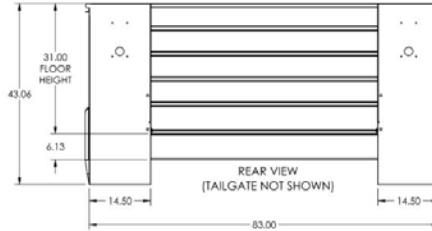
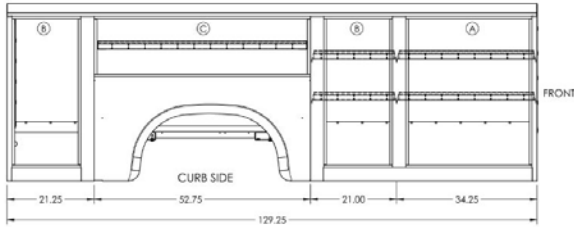
TRUCK	CAB	GVWR
F3G/F3H	Regular	14,000 lb.
X3G/X3H	Super	14,000 lb.
W3G/W3H	Crew	14,000 lb.
F4G/F4H	Regular	15,000/16,500 lb.
X4G/X4H	Super	15,000/16,500 lb.
W4G/W4H	Crew	15,000/16,500 lb.
F5G/X5H	Regular	17,500/19,500 lb.
X5G/X5H	Super	17,500/19,500 lb.
W5G/W5H	Crew	17,500/19,500 lb.



# // 82" CA SINGLE REAR WHEEL - FORD TRANSIT

MODEL	TYPE	HEIGHT	WEIGHT
6129-FT	Standard	43"	1,448 lb.

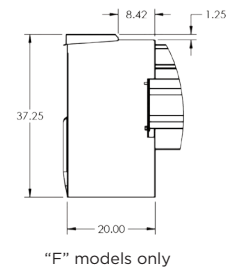
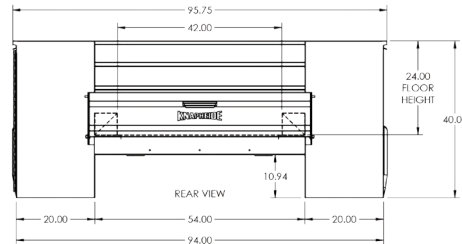
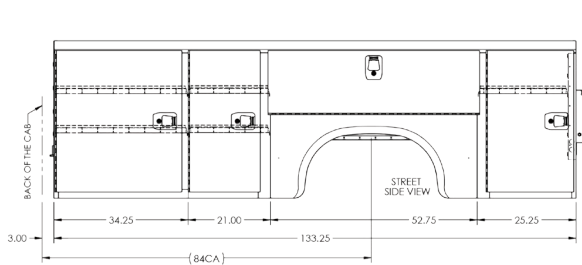
TRUCK	CAB	GVWR
R5Z	Regular	9,000 lb.
W5Z	Regular	9,500 lb.



# // 84" CA DUAL REAR WHEEL

MODEL	TYPE	HEIGHT	WEIGHT
6132D54	Standard	40"	1,704 lb.
6132D54LP	Low Profile	36"	1,626 lb.
6132D54F	Flip Top (L)	37.25"	1,791 lb.
6132D54F40	Flip Top (H)	41.25"	1,863 lb.

TRUCK	CAB	GVWR
F3G/F3H	Regular	14,000 lb.
F4G/F4H	Regular	15,000/16,500 lb.
X4G/X4H	Super	15,000/16,500 lb.
W4G/W4H	Crew	15,000/16,500 lb.
F5G/F5H	Regular	17,500/19,500 lb.
X5G/X5H	Super	17,500/19,500 lb.
W5G/W5H	Crew	17,500/19,500 lb.



# NEVER SETTLE

If you are going to be a leader, it takes more than building a high-quality product. It means never being totally satisfied with that product, no matter how high quality it may be. It requires constant vigilance and a willingness to take a chance on something new. And it means exceeding expectations every time. As the industry changes, one thing never will—our commitment to making customers like you as productive and efficient as possible. We know you don't settle, and we don't either. That's why we want you never to settle for anything less than Knapheide on the back of your truck.

**Knapheide. Never settle.**

## SIX-YEAR, LIMITED WARRANTY

STEEL SERVICE BODIES



NO RUST THROUGH



DOOR HINGES WILL NOT FAIL OR COME OFF BODY



LATCHES AND LOCK CYLINDERS WILL NOT FAIL TO OPERATE



SHELVES WILL NOT BEND UNDER MAX. LOAD OF 250 LBS.

Visit [www.knapheide.com/warranty](http://www.knapheide.com/warranty) for more information.



The Knapheide Manufacturing Company  
1848 Westphalia Strasse | Quincy, IL 62305

217-222-7131  
[www.knapheide.com](http://www.knapheide.com)

**KNAPHEIDE**  
SINCE 1848

## UTILITY TRUCK EQUIPMENT COMPANY

POST OFFICE BOX 9, HEWITT, TEXAS 76643

821 ENTERPRISE, HEWITT, TEXAS 76643

PH: 254-857-8813 FAX: 254-857-9253

**15-Oct-24**

**CONTACT** Alan Rosner  
**COMPANY** Sam Packs Five Star Ford  
**PHONE** 214-837-3054  
**EMAIL** [alanr@spfrod.com](mailto:alanr@spfrod.com)

**QUOTE #** 53613UTLI35B\_CityOfBurlesonSamPacksAlanRosner

<u>Part Number</u>	<u>Qty</u>	<u>Product Description</u>	<u>Price</u>
UTLI35B	1	UTEM UTLI35B Insulated, Full-Pressure, Telescopic Aerial Device	----
701140	1	Truck Mount Pedestal	----
701141	1	Turret, Stowed Height of 10 ft. 1 in. (3.07m)	----
701255	1	Fiberglass Boom with Hydraulic Leveling	----
701098	1	Hydraulic Rotator for End Mounted Platforms	----
701431	1	Single Stick Control with End Mount Platform	----
701523	1	"HM" Hydraulics	----
701261	1	Manual 5-Spool Control Valve	----
701142	1	540 Degree Non-Continuous Rotation	----
702810	1	2017 & Later Ford Chassis Pedestal Mount (Without Outriggers)	----
700535	1	350lb. (159kg) Platform Capacity	----
501070	1	24x24x42 Fiberglass Basket W/ Center Walk Thru & Door	----
426551	1	Soft Vinyl Basket Cover (Fits 24x24 Basket)	----
701054	1	Emergency Lowering with "HM" Hydraulics	----
500600	1	UTEM White Powder Coat	----
501118	1	Electrical Certification to 46kV and Below For Category D	----

**ALL PRICES F.O.B. HEWITT, TEXAS**

*\*Two complete sets of manuals and one safety harness and lanyard are provided with each unit.*

*\*Quote Good For 30 Days*

*\*Aerial Compliant W/ ANSI Standard A92.2-2015*

**Knapheide Service Body Model# 6132D54-2-M**

Mounts on 84"CA Ford DRW Chassis

132"L x 94"W

54"W Loadspace

20"D Compartments

40"T Side Packs

Includes Ford Mounting Kit

Includes LED Light Kit

Includes Standard Shelving

Includes Master Lock System

Includes Knapheide White Paint

**Installation**

Install Aerial Mounting Hardware On Chassis Frame

Install Rear Underframe Torsion Bar For Ford F550

Prep & Install Knapheide Service Body

Install UTEM Aerial Model# UTLI35B

Fabricate & Install Boom Rest

Install PTO & Pump For Ford F550 Diesel

Wire PTO For Start/Stop

Wire Body DOT Light Kit

Fabricate & Install Tailshelf W/ Side Access Steps  
Fabricate & Install ICC Bumper  
Fabricate & Install Arch Type Grab Handle  
Install Chrome Grab Handle On Rear Of Side Pack  
Install Bucket Support Tube On Tailshelf Surface  
Fabricate & Install ICC Towing Package  
Includes (Qty 2) 1/2" D-Rings  
Includes 7-Way Trailer Plug  
Includes Electronic Brake Controller W/ Ford Wiring Harness  
Includes Receiver Tube  
(Qty 2) Ecco Amber Surface Mounted Strobes (One Driverside Front Grill/One Passenger Side Tailshelf  
(Qty 2) Ecco Blue Surface Mounted Strobes (One Passenger Side Front Grill/One Driver Side Tailshelf  
(Qty 2) Amber Beacons Turret Mounted  
(Qty 2) Mud Flaps Installed  
(Qty 2) Wheel Chocks Provided  
Fire Extinguisher, 5# Provided  
NonSkid Loadspace Floor & Tailshelf  
Install Ford Factory Back Up Camera  
Install Back Up Alarm, 97db  
DOT Reflector Kit Provided  
Paint Tailshelf, Boom Rest & Arch Type Grab Handle White To Match Body  
Includes Labor To Install

Thank You For The Opportunity To Quote.  
Best Regards,

Jason Coats

# 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:  
 2024-1234050

Date Filed:  
 11/01/2024

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Sam Pack's Five Star Ford  
 CARROLLTON, 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.**  
 Bucket Truck  
 Provide Bucket Truck

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 Alan Rosner, and my date of birth is                     .

My address is 1635 S IH 35E Carrollton Texas 75006 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 1st day of November, 2024.  
(month) (year)

**Alan J Rosner**

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)



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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Monica Solko, Deputy City Secretary  
**MEETING:** November 18, 2024

---

**SUBJECT:**

Consider approval of a minute order adopting the 2025 Council Calendar. *(Staff Contact: Monica Solko, Deputy City Secretary)*

**SUMMARY:**

Annually the City Council formally adopts a calendar for the coming year of regular scheduled council meetings. Traditionally this calendar did not consider any special budget meetings, city holidays, or 4A/4B/TIF or Council Committee schedules. To strive for transparency and planning, City Manager Offices and City Secretary's Office worked to propose this new format calendar for council to consider.

- Start time of 1<sup>st</sup> and 2<sup>nd</sup> council meeting of the month – 5:30 pm – Mondays unless Holiday conflicts.
- Standing 4A, 4B and TIF scheduled meetings on the 2<sup>nd</sup> meeting of the month – between 4:00 pm and 5:00 pm. **Only if needed but will assure time dedication**
- Council Committee meetings quarterly, two committees a month unless required – 9:00 am and 1:00 pm. There are 6 committees.
- Only 1 meeting in July to build in a summer break time for council and staff.
- Only 1 meeting in November and December to build in holiday break time for council and staff.
- Special budget meeting are built into the schedule – May, August, and September

When working on this calendar staff reviewed and added time for posting of the agendas, staff time to create agenda items and submit for review, and looked at city holidays. The city holidays not only effect the date of the meeting but staff's requirement to put the agenda together.

The City of Burleson Charter only requires the council to meet once a month and there is no state law for Home Cities on how often they must meet. The council can determine the best schedule for conducting meetings. In previous years the council met on Thursday (2<sup>nd</sup> & 4<sup>th</sup> of the month).

Adoption of a calendar each year fulfills council's commitment to transparency and teamwork. Collaboration of both policy and operations is the ultimate goal for council meetings. This is a beginning discussion point only.

**STAFF CONTACT:**

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

# 2025 Proposed Council Meeting Calendar

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NOVEMBER 18, 2024

# Overview

City Council Policy #17 requires a calendar be adopted by December 1 for council meeting schedules

This item is to adopt the calendar for 2025

This calendar will have more than council meetings and holidays, will include council committee schedules and internal deadlines

Goal is to achieve transparency and consistency with council meetings for the city council, citizens, and staff



# Council Meetings

**Generally** - 1<sup>st</sup> and 3<sup>rd</sup> Mondays of the Month

Time consistent

Location unchanged

## Regular Called Council Meetings – Option 3

1 <sup>st</sup> Meeting of Month	2 <sup>nd</sup> Meeting of the Month
Regular Session 5:30 pm	4A 4:00 pm (if needed)
	4B 4:30 pm (if needed)
	TIF 4:45 pm (if needed)
	Regular Session 5:30 pm

### 1<sup>st</sup> Meeting

- ❖ Regular Session 5:30 pm
- ❖ Reports & Presentation noted on the agenda at the end of the meeting

### 2<sup>nd</sup> Meeting

- ❖ 4A, 4B and TIF would remain consistent on time and date – aids staff in scheduling and planning
- ❖ 4A, 4B and TIF would only be if needed
- ❖ Regular Session 5:30 pm – ALL proclamations and ceremonial presentations would occur at this meeting
- ❖ Regular Session 5:30 pm – Reports & Presentation noted on the agenda at the end of the meeting

# Council Committees

Month	Days	Committees
January	4 <sup>th</sup> Wednesday	2 committees
February	4 <sup>th</sup> Wednesday	2 committees
March	1 <sup>st</sup> Wednesday	2 committees
April	4 <sup>th</sup> Wednesday	2 committees
May	1 <sup>st</sup> / 3 <sup>rd</sup> Wednesday	3 committee
June	3 <sup>rd</sup> Wednesday	1 committees
July	4 <sup>th</sup> Wednesday	1 committees
August	1 <sup>st</sup> / 3 <sup>rd</sup> Wednesday	4 committees
September	3 <sup>rd</sup> Wednesday 5 <sup>th</sup> Tuesday	2 committees
October	4 <sup>th</sup> Wednesday	2 committees
November	1 <sup>st</sup> Wednesday	2 committees
December	3 <sup>rd</sup> Wednesday	2 committees

1. Public Safety & Municipal Court
2. Infrastructure & Development
3. Finance
4. Community Service
5. Community & Intergovernmental Relations
6. City Council Policies & Valuation

*All council committees will have meetings schedule for at least 4 times a year. More meetings can be added as needed.*

# Budget & Tax Rate Special Meetings

Special Meetings for the Budget and Tax Rate are incorporated into the calendar

Meeting date	Topic
May 27 (Special Meeting)	5 year select funds / 5 year CIP / Fee projections
June 2 (Regular Meeting)	5 year select funds / 5 year CIP / Fee projections
July 21 (Regular Meeting)	General Fund / Debt Service & Benefits – Compensation CMO recommendations
August 4 (Regular Meeting)	Tax Rate
August 11 (Special Meeting)	CMO proposed budget
September 15 (Regular Meeting)	1 <sup>st</sup> reading of all ordinances
September 18 (Special Meeting)	Final reading of all ordinances

**These dates are what we will strive to accomplish HOWEVER they could change and additional meetings needed.**

# January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 City Holiday	2	3	4
5	6 City Council	7	8	9	10	11
12	13	14	15	16	17	18
19	20 City Holiday	21 City Council <i>Possible</i> 4A/4B/TIF	22 Council Committee x2	23	24	25
26	27	28	29	30	31	



# February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 City Council	4	5	6	7	8
9	10	11	12	13	14	15
16	17 City Council <i>Possible</i> 4A/4B/TIF	18	19 Council Committee x2	20	21	22
23	24	25	26	27	28	

# March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 City Council	4	5 Council Committee x2	6	7	8
9	10	11	12	13	14	15
16	17 BISD Spring Break	18 BISD Spring Break	19 BISD Spring Break	20 BISD Spring Break	21 BISD Spring Break	22
23	24 City Council Possible 4A/4B/TIF	25	26	27	28	29

# April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 City Council	8	9	10	11	12
13	14	15	16	17	18	19
20	21 City Council <i>Possible</i> 4A/4B/TIF	22	23 Council Committee x2	24	25	26
27	28	29	30			

# May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 City Council	6	7 Council Committee	8	9	10
11	12	13	14	15	16	17
18	19 City Council <i>Possible</i> 4A/4B/TIF	20	21 Council Committee x2	22	23	24
25	26 City Holiday	27 Special City Council	28	29	30	31

# June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 City Council	3	4	5	6	7
8	9	10	11	12	13	14
15	16 City Council Possible 4A/4B/TIF	17	18 Council Committee	19	20	21
22	23	24	25	26	27	28
29	30					

# July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4 City Holiday	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 City Council <i>Possible</i> 4A/4B/TIF	22	23 Council Committee	24	25	26
27	28	29	30	31		

# August 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 City Council	5	6 Council Committee x2	7	8	9
10	11 Special City Council	12	13	14	15	16
17	18 City Council <i>Possible</i> 4A/4B/TIF	19	20 Council Committee x2	21	22	23
24	25	26	27	28	29	30

# September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 City Holiday	2 City Council	3	4	5	6
7	8	9	10	11	12	13
14	15 City Council <i>Possible</i> 4A/4B/TIF	16	17 Council Committee	18 Special City Council	19	20
21	22	23	24	25	26	27
28	29	30 Council Committee				



# October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 City Council	7	8	9	10	11
12	13	14	15	16	17	18
19	20 City Council <i>Possible</i> 4A/4B/TIF	21	22 Council Committee x2	23	24	25
26	27	28	29	30	31	

# November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 City Council <i>Possible</i> 4A/4B/TIF	4	5 Council Committees x2	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 City Holiday	28 City Holiday	29

# December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 City Council <i>Possible</i> 4A/4B/TIF	16	17 Council Committee x2	18	19	20
21	22	23	24 City Holiday	25 City Holiday	26	27
28	29	30	31			

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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Janalea Hembree, Assistant to the City Manager  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a resolution casting an official ballot and allocating votes for members to the Central Appraisal District of Johnson County Board of Directors. (Staff Contact: Janalea Hembree, Assistant to the City Manager)

**SUMMARY:**

The term of service for the five members of the Central Appraisal District of Johnson County Board of Directors are set to expire on December 31, 2024. Five members of the Board are both nominated and appointed, by vote of the governing bodies of the taxing authorities within the county. At the September 23rd meeting, city council made five nominations (indicated below with asterisks) to the Central Appraisal District of Johnson County Board of Directors. The action item before council is to cast an official ballot and allocate the 403 allotted votes to candidates on the ballot. The council may cast all votes on one candidate or divide them up to any candidate on the ballot. Current board members are underlined below.

Candidates:

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

**RECOMMENDATION:**

N/A

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

September 23, 2024 – City Council approved Resolution CSO#5596-09-2024, nominating the following members to the board:

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

**REFERENCE:**

N/A

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Janalea Hembree  
Assistant to the City Manager  
[jhembree@burlesontx.com](mailto:jhembree@burlesontx.com)  
817-426-9299

# Appraisal District Vote Allocations

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PRESENTED TO THE CITY COUNCIL – NOVEMBER 11

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

# GENERAL INFORMATION

## **Boards**

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

## **Roles & Responsibilities**

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

## **District Votes**

- Each taxing authority is allocated votes, based on share of the tax levy
- Votes may be apportioned in any way
- Ballots due before December 15, 2024

# Johnson County

## BOARD & VOTE INFORMATION

- Burleson entitled to 403 votes
- 5,000 votes in total
- District voted members (5) will serve for the calendar years 2025 and 2026.

## CANDIDATES

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

\*Nominated by City of Burleson  
Current board members are underlined



# Tarrant County

## BOARD & VOTE INFORMATION

- Burleson entitled to 6 votes
- 5,000 votes in total
- Changing to staggered terms
  - Lots will be drawn to determine two members with 1-year terms and three members with 3-year terms.
- Once staggered terms are established:
  - District voted members (5) will serve staggered four-year terms beginning each January 1 of every other even-numbered year.
  - General election voted members (3) will serve staggered four-year terms beginning each January 1 of every odd-numbered year.

## CANDIDATES

- |                              |                       |
|------------------------------|-----------------------|
| • Mike Alfred                | • Phyllis Grissom     |
| • <u>Alan Blaylock</u>       | • Lee Henderson       |
| • <u>Wendy Burgess</u>       | • Scott Lindgren      |
| • Fred Campos                | • <u>Gary Losada*</u> |
| • Mattie Peterson<br>Compton | • <u>Gloria Peña</u>  |
| • Eric Crile                 | • <u>Vince Puente</u> |
| • Daryl Davis                | • Sayeda Syed         |

\*Nominated by City of Burleson  
Current board members are underlined

Option  
1

Cast an official ballot and allocate 403 votes to candidate(s) that appear on the ballot for Central Appraisal District of Johnson County Board of Directors

Option  
2

Take no action

CANDIDATES
<ul style="list-style-type: none"><li>• James Cockrell*</li><li>• Cesar Diaz</li><li>• Benjamin Bruce Gibson</li><li>• <u>Duaine Goulding*</u></li><li>• <u>Amy Lingo*</u></li><li>• Lauren Pate</li><li>• Brannon Potts*</li><li>• <u>John Wood*</u></li></ul>
<p>*Nominated by City of Burleson Current board members are underlined</p>

Option  
1

Cast an official ballot and allocate 6 votes to candidate(s) that appear on the ballot for Tarrant Appraisal District’s Board of Directors

Option  
2

Take no action

CANDIDATES	
• Mike Alfred	• Phyllis Grissom
• <u>Alan Blaylock</u>	• Lee Henderson
• <u>Wendy Burgess</u>	• Scott Lindgren
• Fred Campos	• <u>Gary Losada*</u>
• Mattie Peterson Compton	• <u>Gloria Peña</u>
• Eric Crile	• <u>Vince Puente</u>
• Daryl Davis	• Sayeda Syed

\*Nominated by City of Burleson  
Current board members are underlined

CENTRAL APPRAISAL DISTRICT  
OF JOHNSON COUNTY



109 N Main St  
Cleburne TX 76033  
Metro (817) 648-3000  
Fax (817) 645-3105  
www.johnsoncad.com

Executive Director/Chief Appraiser  
Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

Board of Directors  
Duaine Goulding, Chairman  
John Wood, Vice Chairman  
Mike Mizell, Secretary  
Amy Lingo  
Larry Trammell  
Tina White  
Scott Porter – Tax Assessor/Collector

October 18, 2024

The Honorable Chris Fletcher, Mayor  
City of Burleson  
141 West Renfro St  
Burleson, Texas 76028

Dear Mayor Fletcher:

Enclosed is your OFFICIAL BALLOT for election of the Central Appraisal District Board of Directors for 2025-2026. The City of Burleson is entitled to a total of 403 votes. You may cast all votes for one candidate or divide them up for two or more.

Your governing body should determine its vote by resolution. Please record the number of votes for the candidate(s) chosen on this OFFICIAL BALLOT, and return it to me along with a copy of your resolution before December 15, 2024.

**Legislation prohibits ballots received after this date from being counted in the election. Please place the resolution on your agenda during November and ensure your ballot is in our office before December 15, 2024.**

A copy of this letter is being sent to your city manager, along with a copy of the ballot; however, only you have the OFFICIAL BALLOT.

I cannot stress enough that the Property Tax Code requires timeliness in this matter. Please call me anytime I can be of help to you.

Respectfully,

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA  
Executive Director/Chief Appraiser

JH/jw

Enclosures

Cc: Mr. Tommy Ludwig, City Manager

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY  
109 N. MAIN  
CLEBURNE, TEXAS 76033

ELECTION OF BOARD OF DIRECTORS FOR 2025-2026

**OFFICIAL BALLOT**

**VOTES**

**CANDIDATES**

\_\_\_\_\_

**James Cockrell**

\_\_\_\_\_

**Cesar Diaz**

\_\_\_\_\_

**Benjamin Bruce Gibson**

\_\_\_\_\_

**Duaine Goulding**

\_\_\_\_\_

**Amy Lingo**

\_\_\_\_\_

**Lauren Pate**

\_\_\_\_\_

**Brannon Potts**

\_\_\_\_\_

**John Wood**

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS AUTHORIZING THE CASTING OF AN OFFICIAL BALLOT AND THE CITY OF BURLESON’S ALLOCATED VOTES FOR APPOINTMENT ON THE CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY BOARD OF DIRECTORS; DIRECTING THE CITY SECRETARY TO DELIVER A COPY OF THIS RESOLUTION TO THE APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the city of Burleson, Texas (“City”), is eligible to cast its allocated votes for appointment on the Central Appraisal District of Johnson County Board of Directors.

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

**SECTION 1**

The Mayor of the City of Burleson, is hereby authorized, on behalf of the City Council of the City Council, to cast the City of Burleson’s allocated 403 votes on the official ballot for the election of members to the Central Appraisal District of Johnson County Board of Directors. A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.

**SECTION 2**

The City Secretary is hereby directed to forward a certified copy of this resolution to Jim Hudspeth, Executive Director/Chief Appraiser, Central Appraisal District of Johnson County, 109 N. Main, Cleburne, Texas 76033

**SECTION 3**

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

**DEPARTMENT:** City Manager's Office  
**FROM:** Janalea Hembree, Assistant to the City Manager  
**MEETING:** November 18, 2024

---

**SUMMARY:**

On Tuesday, November 12, 2024 we requested biographies on each nominee from the Central Appraisal District of Johnson County. We received a response that their office did not have any biographies to provide at that time. Attached are nominee biographies that we received directly.

9/18/2024

To: Burleson City Council, c/o Mayor Fletcher

From: Duaine Goulding (Incumbent), Amy Lingo (Incumbent), John Wood (Incumbent), Brandon Potts (Candidate), Jim Cockrell (Candidate)

In 2023, Duaine Goulding, Amy Lingo, and John Wood ran for Johnson County Central Appraisal District board seats and made the following commitments if appointed.

We committed to three objectives if appointed by the taxing entities.

1. **Balance**
2. **Accountability**
3. **Transparency**

We committed to maintain a culture of **BALANCE** whereby the CAD operates with equal concern for the taxing entities and the taxpayers.

The CAD is mandated by state law to operate within defined laws and regulations. The State Comptroller is the state agency who stands above the CADs throughout the state. As the governing body for the Johnson County CAD, we will discharge our duty to ensure that the CAD operates in compliance with all state laws and regulations – **ACCOUNTABILITY** is key.

The operations of the CAD are not well understood. Everyone should have the opportunity to understand the system so that they have more confidence in their appraisal and in the process. To that end, we will establish an outreach program designed to bring about **TRANSPARENCY**.

After being appointed, we pursued this mission.

Our accomplishments include:

- Engaging with the Taxing Entities.
- Development of a new website with unprecedented taxpayer information made available.
- Appointment of a Taxpayer Liaison Officer (TLO) who is actively assisting taxpayers in dealing with the CAD and with the ARB.
- A presentation of “An Overview of the Property Tax System” which provides an overview of the system with all of its components. The presentation is now available online at: <https://texastransparencyproject.org/property-taxes> and will soon be linked to the CAD website.
- Elimination of \$5,000 per month in bank fees.
- Budget reduction of \$455,000 for the CAD’s 2025 budget.
- Moving the board meetings to the evening to encourage taxpayer participation. We have had as many as 80 taxpayers attend.

As Directors, we are committed to this mission and respectfully solicit your support and your votes for us and our colleagues. See the attached for more information about each of us.



## **DUAINE GOULDING**

I am a native of Johnson County, a graduate of Cleburne High School, and currently reside in rural Johnson County with my wife, Connie who is also a Cleburne High School Graduate. We have three sons all of whom are residents of Johnson County along with their wives and children.

I earned an M.B.A. as well as a B.S. in Mathematics & Computer Science and pursued a career in the IT Services industry.

My specialties include:

- Strategic Planning
- Operational Efficiency / Process Improvement
- Contract Negotiations
- Client Relations
- Employee Relations
- Sales & Marketing

I am a seasoned executive and leader with extensive executive management experience. I have successfully orchestrated business turnarounds as well as driven significant growth in revenue and profitability for multiple organizations.

My background includes executive management in small and mid-size companies, business units, and multi-business unit groups, as well as management consulting. I have experience in operations, sales and marketing, service delivery, major programs and have a specialty in operational improvement and efficiency. I have served on boards of directors as well as executive committees.

My experience in the high-tech industry includes clients in both the private and public sectors providing a variety of services including outsourcing, managed services, consulting, and staffing. In addition, I have successfully integrated acquisitions into existing operations as well as leading the development of alliances with new business partners.

I am the incumbent Chairman of the CAD Board.

## AMY LINGO

Your vote for the Johnson County CAD Board is important. We will represent both the taxing authorities and the tax base. We will oversee policies that are driven by the state comptroller but tailored to the county appraisal office. We will work with the Chief Appraiser to serve those represented. One of my goals for the CAD Board is to ensure that the policies and procedures are clear and effective and can be supported in audits. In doing so, I will keep in mind that these policies should affect both the taxing jurisdiction and the taxpayer in a fair and equitable manner.

My specialties include:

- Policy and Regulatory Compliance, including compliance appraisal review
- Government finance
- Consumer and commercial real estate finance
- Budgeting and Strategic Planning
- Risk Management
- Business Process Improvement
- Employee and Client Relations
- Integrity, reputation, and accountability

My husband, Scott, and I chose to raise our three daughters in Johnson County. Our oldest is now a teacher at Cleburne ISD, and she and her husband are raising their family in the original home we purchased just north of Keene. Scott is the Fire Marshal for the City of Mansfield and has worked 28 years in public service. In 2019, I retired from banking after thirty years, and currently manage a commercial cleaning company, serving a wide range of clients. We live in rural Johnson County and operate a small farm, running sheep production and apiary (beekeeping) on the homestead. We built our home in 2003 and have always intended on residing here until we die. We never imagined that property taxes might keep us from this dream. As my property taxes and those of my neighbors were increasing faster than our incomes, the best way to address the situation was by learning more about our ad-valorem tax system and becoming involved at all levels, both local and state.

My education has been hard-won through a combination of good mentors and formal training. I worked my way through college while raising our young family: first completing an associate degree in business management from Hill College, and later graduating from the Southwestern Graduate School of Banking at Southern Methodist University. My banking career allowed me to develop my specialties, and these abilities remain an asset that I can contribute to my current business and my community.

If you want someone who can represent you and your taxpayers with a fair and open mind, select me for one of the positions on the CAD Board.

## JOHN R. WOOD

### SUMMARY

I have over 35 years' experience in training, business and residential real estate acquisition and development, direct sales, regional sales management, product management, and Field Service Engineering in low voltage and security communication electronics. Strengths include key customer relationship management through effective and influential communication skills, with a strong customer following and network of business contacts.

<ul style="list-style-type: none"> <li>• Real estate acquisition, renovation and sales</li> </ul>	Professionally trained as a real estate agent
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### SKILLS

<ul style="list-style-type: none"> <li>• Strong Verbal / Written Communication</li> <li>• On line learning using Articulate and Power Point</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge of the Real Estate Industry – Trends and Technologies</li> </ul>
<ul style="list-style-type: none"> <li>• Highly Analytical</li> </ul>	<ul style="list-style-type: none"> <li>• Quickly Grasp Complex Machines and Systems</li> </ul>
<ul style="list-style-type: none"> <li>• Creative Problem Resolution</li> </ul>	<ul style="list-style-type: none"> <li>• High Energy, Reliable, and Efficient Work Style</li> </ul>
<ul style="list-style-type: none"> <li>• Positive Leadership with Influential Power</li> </ul>	<ul style="list-style-type: none"> <li>• “Can Do” Attitude – Whatever it takes to get the job done</li> </ul>

### PROFESSIONAL EXPERIENCE

**I have purchased, renovated and sold at a profit over 100 single and multifamily properties. I am aware of the Johnson County real property market and have personally acquired over 200 acres of land with houses in the last two years in Johnson County,**

**I was the City Engineer for Grandview, TX – My duties included consulting on infrastructure planning and program oversight to improve the quality of services and to develop a robust fresh and wastewater delivery network.**

**I have delivered over 1000 trainings on video, intrusion, access control and home automation products. I received a Best New Product Award at ISC West in 2016 for my “Hands On Training” products. I regularly produce high quality educational and promotional videos.**

### EDUCATION & PROFESSIONAL DEVELOPMENT

- Doctor of Philosophy in Business Administration – Paramount California University, 2014**
- Bachelor of Science, Electronics Engineering Technology – Alameda University, 2007**
- AMA Sales Management Training (60 hr.) Las Vegas, Nevada, 1993**
- Photography - Community College of Denver. Denver, Colorado, 1982 - 1984**
- Management Training - University of Colorado. Boulder, Colorado, 1978 – 1979**
- Licensed Training School Director and Continuing Education Instructor**
- Completed Champions Real Estate Training in Austin TX**

## **BRANNON POTTS**

I grew up in Cleburne as a third-generation resident of Johnson County, while my wife is a fourth-generation local. I began my career in banking with First Financial Bank in Cleburne, working as a financial analyst and later as Vice President of Commercial Lending then moving to Community Bank in a similar role. In these roles, I handled business real estate loans, new residential developments, and analyzed appraisals, which deepened my understanding of property values in the area. Additionally, I served as Vice Chairman of Planning and Zoning Commission in Cleburne, gaining valuable experience in community service.

Later, I was recruited to be the CFO of our family business, where I worked alongside my father and managed a team of 50 employees. I played a key role in facilitating the company's sale in 2010. Afterward, I started a real estate sales company, which I recently sold on July 1st of this year. I also founded a property management company in 2016 and currently own and manage several rental properties in Johnson, Hood Counties, and throughout the DFW area.

9/18/2024

## **JAMES M. (JIM) COCKRELL**

Born and raised in Abilene, Texas. Graduated from Abilene Cooper High School in 1969, and from McMurry College in 1974 with B.S. in Speech & English and a teaching certificate in Secondary Education. In 1989, I obtained an M.Ed In Educational Administration, with Mid-Management and Superintendent certifications from the University of North Texas in Denton.

In addition to a 30 year career in public education as a teacher, building administrator and central office administrator, I also worked in the private sector for 7 years as a journalist (both broadcast and print), and 8 years in political and non-profit professional organizations doing everything from press secretary for a U.S. Congressional candidate, to CEO of the largest in-house real estate multiple listing service in the country.

My wife of 51 years and I both retired from public education in 2011, and in July, 2019, we moved to Johnson County, where we built our retirement home just south of Cleburne. Melody and I are proud parents to four children, and 10 grandchildren.

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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Janalea Hembree, Assistant to the City Manager  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a resolution casting an official ballot and allocating votes for members to the Tarrant Appraisal District Board of Directors. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

**SUMMARY:**

The term of service for five members of the Tarrant Appraisal District Board of Directors are set to expire on December 31, 2024. Five members of the Board are both nominated and appointed, by vote of the governing bodies of the taxing authorities within the county. At the September 23rd meeting, city council made the nomination of Gary Losada to the Tarrant Appraisal District Board of Directors. The action item before council is to cast an official ballot and allocate the 6 allotted votes to the candidates on the ballot. The council may cast all votes on one candidate or divide them up to any candidate on the ballot. Current board members are underlined.

Candidates:

- |                           |                   |                       |
|---------------------------|-------------------|-----------------------|
| • Mike Alfred             | • Eric Crile      | • <u>Gary Losada*</u> |
| • <u>Alan Blaylock</u>    | • Daryl Davis     | • <u>Gloria Peña</u>  |
| • <u>Wendy burgess</u>    | • Phyllis Grissom | • <u>Vince Puente</u> |
| • Fred Campos             | • Lee Henderson   | • Sayeda Syed         |
| • Mattie Peterson Compton | • Scott Lindgren  |                       |

**RECOMMENDATION:**

N/A

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

September 23, 2024 – City Council approved Resolution CSO#5595-09-2024, nominating the following member to the board:

- Gary Losada

**REFERENCE:**

N/A

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Janalea Hembree  
Assistant to the City Manager  
[jhembree@burlesontx.com](mailto:jhembree@burlesontx.com)  
817-426-9299

# Appraisal District Vote Allocations

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PRESENTED TO THE CITY COUNCIL – NOVEMBER 11

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER



# GENERAL INFORMATION

## **Boards**

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

## **Roles & Responsibilities**

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

## **District Votes**

- Each taxing authority is allocated votes, based on share of the tax levy
- Votes may be apportioned in any way
- Ballots due before December 15, 2024

# Johnson County

## BOARD & VOTE INFORMATION

- Burleson entitled to 403 votes
- 5,000 votes in total
- District voted members (5) will serve for the calendar years 2025 and 2026.

## CANDIDATES

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

\*Nominated by City of Burleson  
Current board members are underlined

# Tarrant County

## BOARD & VOTE INFORMATION

- Burleson entitled to 6 votes
- 5,000 votes in total
- Changing to staggered terms
  - Lots will be drawn to determine two members with 1-year terms and three members with 3-year terms.
- Once staggered terms are established:
  - District voted members (5) will serve staggered four-year terms beginning each January 1 of every other even-numbered year.
  - General election voted members (3) will serve staggered four-year terms beginning each January 1 of every odd-numbered year.

## CANDIDATES

- |                              |                       |
|------------------------------|-----------------------|
| • Mike Alfred                | • Phyllis Grissom     |
| • <u>Alan Blaylock</u>       | • Lee Henderson       |
| • <u>Wendy Burgess</u>       | • Scott Lindgren      |
| • Fred Campos                | • <u>Gary Losada*</u> |
| • Mattie Peterson<br>Compton | • <u>Gloria Peña</u>  |
| • Eric Crile                 | • <u>Vince Puente</u> |
| • Daryl Davis                | • Sayeda Syed         |

\*Nominated by City of Burleson  
Current board members are underlined

Option  
1

Cast an official ballot and allocate 403 votes to candidate(s) that appear on the ballot for Central Appraisal District of Johnson County Board of Directors

Option  
2

Take no action

CANDIDATES
<ul style="list-style-type: none"><li>• James Cockrell*</li><li>• Cesar Diaz</li><li>• Benjamin Bruce Gibson</li><li>• <u>Duaine Goulding*</u></li><li>• <u>Amy Lingo*</u></li><li>• Lauren Pate</li><li>• Brannon Potts*</li><li>• <u>John Wood*</u></li></ul>
<p>*Nominated by City of Burleson Current board members are underlined</p>

Option  
1

Cast an official ballot and allocate 6 votes to candidate(s) that appear on the ballot for Tarrant Appraisal District’s Board of Directors

Option  
2

Take no action

CANDIDATES	
• Mike Alfred	• Phyllis Grissom
• <u>Alan Blaylock</u>	• Lee Henderson
• <u>Wendy Burgess</u>	• Scott Lindgren
• Fred Campos	• <u>Gary Losada*</u>
• Mattie Peterson Compton	• <u>Gloria Peña</u>
• Eric Crile	• <u>Vince Puente</u>
• Daryl Davis	• Sayeda Syed

\*Nominated by City of Burleson  
Current board members are underlined



Joe Don Bobbitt  
Executive Director  
Chief Appraiser

October 25, 2024

Chris Fletcher  
Mayor  
City of Burleson  
141 W. Renfro  
Burleson, Texas 76028

RE: Ballot for Appointments to Board of Directors beginning January 1, 2025

Dear Mr. Fletcher:

Following up on my September 10, 2024, letter regarding nominating candidates for appointment to Tarrant Appraisal District’s Board of Directors, I prepared a ballot as required by the Texas Property Tax Code. That letter listed the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The taxing units listed are not required to vote but, if they choose to do so, *they may determine their votes only by a resolution adopted by the governing body and they must submit the resolution to me before December 15, 2024. Because the 15<sup>th</sup> falls on a Sunday, statute permits acceptance through midnight Monday, December 16<sup>th</sup>.* The resolution and the completed ballot if you wish to include it should be sent by email to [jwooddell@tad.org](mailto:jwooddell@tad.org) or by mail to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, P. O. Box 185579, Fort Worth, Texas, 76181-0579. Enclosed is a ballot. The nominee biographies, vote allocation, a sample resolution form and other information can be accessed at [Board Appointment Process - Tarrant Appraisal District \(tad.org\)](http://Board Appointment Process - Tarrant Appraisal District (tad.org)). The remaining steps in the appointment process and schedule set out in the Property Tax Code may be summarized as follows:

Before December 15, 2024	Governing bodies of taxing units determine their votes by resolution and submit votes to Chief Appraiser (If greater than 5% of vote, please see TX Prop. Tax Sect. 6.03 k-1)
Before December 31, 2024	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 1, 2025	New term begins
First 2025 TAD BOD Meeting	Lots drawn to determine two members with 1-year terms & three members with 3-year terms

If you have questions, please do not hesitate to call Julie Wooddell at 817.595.6006.

Sincerely,

Joe Don Bobbitt  
Executive Director  
Chief Appraiser

JDB:jw Enclosure (1)



2500 Handley Ederville Rd. Ft. Worth, TX 76118 817.284.0024



**OFFICIAL BALLOT**

**ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS  
TARRANT APPRAISAL DISTRICT**

The following are the candidates that were timely submitted by nominating resolutions for appointment to the five (5) voting positions on the Board, listed alphabetically.

Please indicate your taxing unit’s vote(s) by entering the number of votes to the left of your candidate(s) of choice.

<b>VOTES FOR</b>	<b>Nominees</b>
	Mr. Mike Alfred
	Mr. Alan Blaylock
	Ms. Wendy Burgess
	Mr. Fred Campos
	Ms. Mattie Peterson Compton
	Mr. Eric Crile
	Dr. Daryl Davis
	Mrs. Phyllis Grissom
	Mr. Lee Henderson
	Mr. Scott Lindgren
	Mr. Gary Losada
	Ms. Gloria Peña
	Mr. Vince Puente
	Ms. Sayeda Syed

**IMPORTANT:** This ballot must be returned **before December 15, 2024** to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to [jwooddell@tad.org](mailto:jwooddell@tad.org). Because December 15<sup>th</sup> falls on Sunday this year, statute permits receipt through midnight on Monday, December 16<sup>th</sup>.

***Please attach this ballot to the resolution passed by your taxing unit authorizing this vote.***

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS AUTHORIZING THE CASTING OF AN OFFICIAL BALLOT AND THE CITY OF BURLESON’S ALLOCATED VOTES FOR APPOINTMENT ON THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS; DIRECTING THE CITY SECRETARY TO DELIVER A COPY OF THIS RESOLUTION TO THE APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the city of Burleson, Texas (“City”), is eligible to cast its allocated votes for appointment on the Tarrant Appraisal District Board of Directors.

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

**SECTION 1**

The Mayor of the City of Burleson, is hereby authorized, on behalf of the City Council of the City Council, to cast the City of Burleson’s allocated 6 votes on the official ballot for the election of members to the Tarrant Appraisal District’s Board of Directors. A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.

**SECTION 2**

The City Secretary is hereby directed to forward a certified copy of this resolution to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, P.O. Box 185579, Fort Worth, Texas 76181-0579.

**SECTION 3**

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



### Michael Alfred Background

Mike Alfred is a 5<sup>th</sup> generation Texan who has called Tarrant County home since 2004, living first in Fort Worth and Arlington for over 10 years, and then in Colleyville for the last 8 years. Married to Caety for 21 years, they are the proud parents of a daughter, Lizzy, who is a senior at Fort Worth Christian; and a son, Colt, who attends Colleyville Middle School. Mike graduated from the University of Texas at Austin in 1995 and graduated with honors (top 10% of his class) from Southern Methodist School of Law in 2000. In 2001, he clerked for the Honorable John H. McBryde, United States District Judge for the Northern District of Texas, Fort Worth Division.

After working for a large, downtown law firm for over 20 years, Mike started his own boutique law firm in January 2023 with offices in Colleyville and Austin, Texas. His focus is on large, complex business, construction, and healthcare matters where he brings a unique skill set that includes tackling the tough cases, problem solving and simplifying complicated issues. Mike has been recognized since 2020 as a Texas Super Lawyer – an honor only given to the top 5% of practicing attorneys in Texas.

Mike's commitment to his community includes coaching youth baseball and football in Colleyville from 2017 to 2023 and serving on Leadership GCISC!, a Leadership Committee for the Grapevine Colleyville Independent School District. Mike and his family attend both The Hills Church in Keller, Texas and Legacy Church of Christ in North Richland Hills, Texas.



## Alan Blaylock

[REDACTED]  
[REDACTED]  
City - Cell: 817-233-2940, Email: [Alan.Blaylock@fortworthtexas.gov](mailto:Alan.Blaylock@fortworthtexas.gov)

City of Fort Worth Councilmember Alan Blaylock is a dedicated community leader who has significantly contributed to his hometown, Fort Worth, Texas. In his short time as council member, he has achieved significant victories that have positively impacted the lives of families and businesses in the area. With an unwavering commitment to serving the public, Alan has personally addressed constituent concerns and continues to be a staunch advocate for the needs and well-being of those he serves.

A strong advocate for public safety, Alan has taken decisive actions to strengthen the Police and Fire departments. Alan voted to fund new positions and provide essential training to ensure the community's safety. Under his leadership, the number of unfilled public safety positions significantly decreased, contributing to a safer environment for residents. The Fort Worth Police Officers Association and the Fort Worth Professional Firefighters Association recognize Alan and endorse his initiatives.

Recognizing the burden of property taxes on Fort Worth taxpayers, Alan emerged as the leading proponent of responsible fiscal policies. As a council member, he has supported the "no new revenue rate," a crucial measure to prevent taxes from rising with appraisal values. His commitment to preserving and improving neighborhoods and infrastructure was evident in his efforts to revise Transportation Impact Fees, secure the establishment of the first H-E-B Grocery in Fort Worth, and pass the Short-Term Rental Ordinance to safeguard the community's residential areas. Alan continues to play an active role in Zoning. He diligently strives to maintain harmony between development projects and neighborhood interests.

Homelessness and city management are equally critical areas of focus for Alan. He secured substantial funding to enhance the city's capabilities and staff in addressing homelessness and its associated challenges, including panhandling. His efforts to implement measures, such as "no panhandling" signs, the Shopping Cart Ordinance, and the purchase of street sweepers, reflect his commitment to maintaining a clean and safe city.

Before being elected into office, Alan served as Senior Product Manager at Nokia for several years, previously holding Lead Software Developer and Project Manager positions at Owen Oil Tools.

As a family man deeply connected to Fort Worth, Alan's love for the city is evident in his actions and decisions as a city council member. He prioritizes delivering tangible results rather than engaging in political grandstanding. His business insight enables him to cut wasteful spending and identify efficiencies, ensuring taxpayer money is utilized effectively without compromising essential city services. Alan is committed to improving the quality of life for his constituents, focusing on infrastructure and roads, public safety, and lowering taxes.

Alan and his wife, Mindy, are proud parents of two daughters and active supporters of The Children's Miracle Network and The Leukemia & Lymphoma Society.

Alan has a record of community service, participating in the following:

- Heritage Homeowners Association Board
- Crime Control and Prevention District Advisory Committee
- Public Improvement District Advisory Committee
- Arts Council of Fort Worth Advisory Committee
- Eagle Ridge Elementary Parent Teacher Board (PTA)
- Foundation of a Regional Youth Swim Team

Currently, he holds positions on several vital committees and boards within the City of Fort Worth:

- CFW – Audit: Chair
- CFW – Mobility: Infrastructure & Transportation: Member
- RTC – Regional Transportation Council: Member
- CFW – Research & Innovation Local Government Corp.: Board of Directors
- CFW – Fort Worth Local Development Corporation: Board of Directors, Vice President
- CFW – Central City Local Government Corporation: Board of Trustees
- CFW – Lone Star Local Government Corporation: Board of Directors, Vice President
- CFW – Fort Worth Housing Finance Corporation: Board of Directors, Director
- CFW – Crime Control & Prevention Board: Board of Directors

Furthermore, Alan is actively involved in several Tax Increment Financing Districts (TIFs) and continues to lead Public Improvement Districts (PIDs), holding the following positions:

- TIF 2 (The Speedway): Chair
- TIF 10 (Lonestar): Vice Chair
- PID 7 (Heritage): Currently, ex officio member (Advisory Board President) serving in the role in overseeing and supporting the functions of the PID for the benefit of the community.

As a fiscally responsible and community-oriented leader, Councilmember Blaylock leads oversight responsibilities for financial matters, while remaining dedicated to ensuring Fort Worth's improvement and its residents' overall well-being.

Wendy Burgess is your Tarrant County Tax Assessor-Collector and has served since being elected in November 2018 and again in November 2020. Tarrant County is the 15th largest county by population in the US and currently has an approximate population exceeding 2.2 million people with over 1.9 million tax accounts. She is rolling off the TAD board on December 31st.

Burgess owned and operated a successful auto repair business for over 16 years. Later, she ventured into running her own IT company. She proudly served 6 years on Mansfield City Council, served her Rotary Club for 16 years, is a 2 time Paul Harris Fellow, and was Chairman of the Mansfield Chamber of Commerce after serving on the board for 7 years.

Wendy brings business experience and an understanding of the complexities of leading a current staff of over 215 employees and 8 countywide offices with an annual budget of \$18 million to benefit the people of Tarrant County. This office collects a total of \$6.5 billion annually in total revenue. The Tax Office collects for 86 taxing entities in Tarrant County and the State Comptroller predominately through property taxes, state motor vehicle sales tax, and vehicle registration. Complex accounting and reporting are critical in her operations as it is the most audited office in the county and has a stellar audit reputation. In 2023, her office was the first large county to achieve Gold recognition in the TxDMV Performance Review Process. This year-long audit focused on best practices, innovation, operational efficiencies, customer experience, and fraud prevention. Her office has become known for its #ServiceWithaSmile provided to customers in 8 branch locations throughout Tarrant County.

Tax Assessor-Collector Burgess understands the unique symbiotic relationship between the entities and taxpayers. She is eager to listen to industry experts and navigate difficult discussions related to the legal actions this board may consider. Big decisions should be made after thoughtful analysis recognizing the myriad of potential factors impacting all stakeholders.

Burgess is the longest-serving member on the TAD board and is the only subject matter expert currently proposed to serve the entities with the 4 highest designations available to Assessor-Collectors and is a Certified Property Tax Instructor. The entities know Ms. Burgess because they work with her on the collection side, where she runs a highly efficient

operation that collects \$5 billion in property tax on their behalf. The entities will recall when, after being in office for only 5 months, Ms. Burgess solved a decades-long cash flow problem for them related to recalculations, refunds, agreed judgments, and litigation that started at \$15 million and has now reached an astounding \$90 million a year. This is money that, by law, must be refunded by the Tax Office on behalf of the entity within 60 days of certification by the Chief Appraiser. In many cases, the entities have received and spent this money years ago, which is why this solution was hailed as a saving grace by so many entities over the past 5 1/2 years. This is one example of why entities need Wendy Burgess on the TAD Board.

# Fred Campos Jr.'s Bio



3832 Periwinkle Street  
Bedford, TX 76021  
817.24.6093

[www.FredCampos.com](http://www.FredCampos.com)  
[fcampos@DFWWebsiteDesigners.com](mailto:fcampos@DFWWebsiteDesigners.com)  
[fredman@fredcampos.com](mailto:fredman@fredcampos.com)

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## Candidate for Tarrant Appraisal District Board

### Profile:

Fred Campos is a lifelong resident of the Fort Worth area. Raised in Grapevine, he eventually settled with his family in the Hurst-Euless-Bedford (HEB) community. After graduating from Grapevine High School, he pursued Computer Science at the University of North Texas. Early in his career, Fred developed a payment processing software that was later acquired by Jack Henry & Associates. Over the next 13 years, he implemented large-scale payment systems for city and county accounting departments' integration.

Following the sale of his business, Fred turned his focus to supporting small businesses in the digital realm. He now manages DFW Website Designers, based in Bedford, which services nearly 1,000 local clients. Fred and his wife Karen, an educator, live in Bedford with their three children. Since 2015, Fred has served as a trustee on the HEB ISD School Board, where he focuses on advancing technology and strengthening school finances.

### Professional Experience:

#### **DFW Website Designers: *Top Geek***

2010—Current

- Chief sales evangelist and supporter of websites for nearly 1000 local small businesses.
- Speaker and presenter of social media small business marketing classes ranging from conferences, training, seminars, webinars, and teleseminars.

#### **Jack Henry & Associates Inc./AudioTel Corp./Remit Plus Software Inc.:**

1996—2009

- Chief evangelist and payment integrator of remittance applications in more than 400+ cities, counties, churches, and other accounting and billing systems. Product expert in payments & remittance. Sales support for the entire organization.

### Community Involvement:

- ***Hurst-Euless-Bedford ISD Trustee Place 7***  
Publicly elected volunteer position serving 20 hours a week for the 28 schools that make up the HEBISD public school district in the five cities of Arlington, Bedford, Colleyville, Euless & Hurst.
- ***Member of the HEB Chamber of Commerce***  
Serve and participate in a dozen or so community events ranging from Burgers for Books, Night of Hope, Back to School Backpacks etc.

### Education:

- ***Computer Science Major/Business Information Systems Minor***  
University of North Texas, Denton, TX 1991.
- ***Platforms:*** PC, Windows, DOS, UNIX, OS2, Wordpress, Hubspot, Hootsuite, CRM, IBM, Adobe
- ***Languages:*** Pascal, C, C++, Assembler, Delphi, VB, PHP, HTML



**Mattie Peterson Compton**

Mattie Peterson Compton, a native of Fort Worth, served 40 years as an Assistant United States Attorney for the Northern District of Texas, Fort Worth Division. During her tenure in office, she served as a line assistant, Deputy Civil Chief, and the Deputy Criminal Chief of the Asset Recovery Unit. Prior to working in the U.S. Attorney's Office, Compton clerked for the late Honorable David O. Belew, U.S. District Judge for the Northern District of Texas, and as an Assistant City Attorney for the City of Fort Worth. A member of the Tarrant County Bar Association, Compton chaired the Tarrant County Bar Foundation, is a Life Fellow of the Texas Bar Foundation, and is the 2017 recipient of the Tarrant County Bar Association's Blackstone Award, its highest honor.

Throughout her career she has also led a number of non-profits in the Fort Worth community. Among them are Easter Seals of Tarrant County, Multi-Cultural Alliance, L. Clifford Davis Legal Association, and Legal Aid of Northwest Texas (formerly West Texas Legal Services). She serves on the Board of Trustees of Smith College in Northampton, MA where she is a Vice-Chair of the Board.

She is the longtime chair of the Harriet Tubman Scholarship at Texas Christian University, Texas Wesleyan University, and Baylor University. She also has served in various capacities on the boards of a number of other non-profit and civic organizations, including United Way of Tarrant County, All Church Home (now ACH), Women's Center, and Child Study Center to name a few. She is a member of Fort Worth Rotary, where she will assume the position of Secretary of the Board of Directors on July 1, 2023.

Compton co-chairs the ACT (Acknowledge, Confess, Transform) Council at Broadway Baptist Church where she is a past chair of the Board of Deacons. She is a member of Fort Worth (TX) Chapter of The Links, Incorporated. During her 38 years of membership in that organization, she has served in a number of leadership positions at the local, area, and national levels. She is also a co-organizer of Fort Worth Dallas Metroplex (TX) Chapter of Chums, Incorporated, where she served as national parliamentarian from 2008-2021.

The recipient of an A.B. in African American studies from Smith College in Northampton, MA, Compton earned her J.D. degree at the University of Michigan School of Law in Ann Arbor, MI. She is licensed to practice law in Texas, and Michigan.

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## Eric Crile



Eric has been a resident of Texas for 17 years. Prior to his arrival in Texas, he was raised in a small rural town in southwestern Pennsylvania. After graduating college, he decided to expand his horizons and moved to south Florida where he resided for 6 years before making his way to the great State of Texas. During the past 17 years he has lived almost exclusively in Tarrant County. This is where he met his wife, Jennifer. They were married in the summer of 2021. They are proud residents of the rapidly expanding Fort Worth/Alliance corridor. He has a beautiful stepdaughter, Jillian, who is a freshman at Eaton High School. Eric and his wife welcomed their first child together, Quintyn, this past May. They are excited for the journey ahead.

Being a strong supporter of public safety, Eric has served the citizens of Dallas for the past 17 years as a firefighter and paramedic for Dallas Fire Rescue. Prior to becoming a firefighter, he worked for the Miami-Dade State Attorney's Office-Child Support Division enforcing adjudicated court orders for child support. He looks forward to showing up for work every day, pulling up his boots, and tackling the ever-changing tasks that lie ahead.

Public education is of the utmost importance to a thriving community, and Eric strongly believes in it. His wife works for a local ISD; she is constantly talking about the funding challenges that her district faces. He has first-hand knowledge of how rapid decisions with incomplete data can have unintended consequences.

Service to the citizens of Fort Worth is also something Eric takes pride in. As a member of the Crime Control and Prevention District, Partners with a Shared Mission Initiative Community-Based Program, a sub advisory board to Fort Worth's Crime Control and Prevention District, Eric can give back to his community in a meaningful way by evaluating effective crime reduction strategies from strategic partners with limited funds to which the board has access.

On the ultimate level of local service, Eric served on his HOA board for the Parks at Willow Ridge. Recently, when the community was in an uproar over the placement of pedestals in everyone's front yard from an internet provider laying fiber optic cable, Eric engaged the provider and negotiated for the installation of inground vaults that were able to meet the aesthetic needs of the community as well as the needs of the provider.

In his free time, when his infant son allows for it, he is an avid movie watcher as well as a member of the DFW Curling Club, the only true sport on ice. As opportunities present themselves, Eric loves to travel. Not long ago he was able to cross off a bucket list item and traveled to Pamplona Spain where he participated in the annual running of the bulls. His advice, if you ever get a chance to visit the San Fermin festival, do it! What an experience!

Eric believes in hard work and realizes that is what it will take to accomplish success at the appraisal district. He wants Tarrant County to be the best at all it does. Eric wants to help create an appraisal district, with its new reality, that works for everyone: Taxpayers, Tax Entities, and the district itself.

He has developed a 5-point plan he believes can serve as a guide for him and the other directors to achieve this goal

1. Fix the Computer Assisted Mass Appraisal (CAMA) data
2. Community Education about TAD's role in tax bills
3. Legislative outreach to work toward solutions for all of TAD's partners
4. The creation of a Tax Entity Liaison
5. A pragmatic approach to problem-solving. Be proactive, not reactive

Eric is a problem solver. He has spent the last 17 years solving problems in rapid succession while realizing that rapid success is the product of a well thought out and well researched plan that takes time to develop and correct data to formulate. Eric believes in you and asks that you believe in him.

**DARYL DAVIS** [REDACTED]

Mr. Davis is a native of Fort Worth and father of two. Mr. Davis has served on the School Board of Crowley ISD since 2022 and serves as the executive pastor of Inspiring Temple of Praise Church in Fort Worth. Davis has a bachelor's degree in business management and master's degree in education. He also is a graduate recruiter in Texas Christian University's Neeley School of Business and worked as a Dallas College adjunct professor. He is a member of Alpha Phi Alpha Fraternity Inc., the board chair for the Presbyterian Night Shelter, and CFO of Integrity Community Development Corporation, a group working to find solutions for homeless veterans.

**PHYLLIS GRISSOM** 3661 Jockey Drive, Fort Worth, TX 76244

A lifelong resident of Tarrant County, Ms. Grissom graduated from Eastern Hills High School in FWISD. She holds a bachelor's degree in journalism from Southern Methodist and a master's degree counseling from the University of North Texas. She has family ties to both Fort Worth ISD and HEB ISD and has served within the Northwest Independent School District on several committees over the last 15 years. From 2018-2024 she also served on the Fort Worth Library Advisory Board. She has also served as the National President of Tri Delta, a national women's organization, from 2012-2016. She and her husband have been married for 24 years and live in North Fort Worth where their children attend Northwest ISD.

# Lee Henderson

lee.henderson@gmail.com - 817-896-4900 - Fort Worth, Texas / New York / Washington, D.C.

## Highlights

Over a dozen years of political campaign and issue advocacy experience.

Leadership Roles: Director at Moms Demand Action / Everytown for Gun Safety & Texas Statewide Campaign Manager

Data Team for: President Obama's 2012 re-election, 2013 Planned Parenthood Affordable Care Act Enrollment Project, 2014 National Democratic Senate Campaign Committee, Michigan & 2014 Planned Parenthood Texas Votes PAC

As CFO of Micrin, established banking relationships, accounting & ERP systems, negotiated purchase & financing for capital equipment & real estate. Prepared forecasting models and analysis of trends, including authoring business plans for start-up ventures.

## Experience

### **Director of Data Analytics and Engineering Everytown for Gun Safety / Moms Demand Action – 2016 to Present**

Electoral and Grassroots Political Strategy; managing a team of employees, contractors and vendors.

Portfolio includes management of Applied Data Science, Staff and Consultants for Data Warehousing and Analytics, Collaborating with colleagues on: Field and Electoral Programs, Digital Fundraising, Direct Mail Fundraising, Digital Campaigning, Developing Targeting Universes for Electoral IE Work within Budget Constraints, Message Testing and Polling.

Deployed into March for Our Lives Campaign 2018; the movement begun by the Marjory Stoneman-Douglas High School Students of Parkland, Florida

- Assists in the management of the department; plans, directs, coordinates, and reviews the work plan for assigned staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Serves as a technical authority on data structure for the department, and provides value-added expertise in engineering subjects and projects.
- Manages and participates in the preparation and review of a variety of reports; conducts studies and prepares reports for current and long-range engineering projects.
- Assist with the development of a result oriented engineering team to service the organization's business and its customers.
- Identifies needs that are not being addressed by current projects and heavily contributes in the development of new projects.
- Identifies and implements innovative processes for tracking baseline performance in a number of operational areas.
- Must demonstrate an ability to thrive in environments with multiple stakeholders, frequent change, and diverse objectives.
- Must demonstrate excellent strategic thinking, operations, quantitative, and qualitative skills.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, policy, appropriate service and staffing levels.
- Manage the design, build, and maintenance of data pipelines for data ingest and reporting using clean, replicable and scalable Python, R and/or SQL.
- Manage the design, build, and maintenance of Salesforce databases for organization needs, and the integration of that data into other systems as needed.
- Manage the work with the Digital Team on the data integrations necessary for execution of digital products, such as campaign websites, mobile apps, and partner data exchanges.
- Support the needs of other departments in specialty data acquisition needs, and data science infrastructure.
- Manage the data pipelines roadmap, balancing multiple priorities by working with staff throughout the organization; make design decisions that give staff and members the power to use data themselves
- Manage staff to contribute documentation for new infrastructure and contribute to the Data Team's documentation at large.
- Design the data systems architecture and manage staff that run projects to support the maintenance and building of that design.
- Maintain a security-first mindset across all facets of the job, ensuring organization's data is handled with the utmost safety and care.
- Mentor staff in professional development of skills.

### **Political Campaigns & Non-profit Advocacy Consulting & Contracting – 2010 to 2016**

Working for a number of clients and contract positions in all facets of political and non-profit campaigns, including specialty in campaign data. Many projects required custom software development. Other specific experience transferable to business: Budgeting, Recruitment, Marketing, Vendor Management.

## **Highlighted Projects:**

### **Intern Human Resources Management System (DSCC) - 2014**

Utilizing Amazon Redshift (AWS Cloud Big Data), Python, PHP, & PostgreSQL: system for prospecting, recruiting, performance & dispositioning of campaign interns. Essentially highly specialized HR Software.

### **Historic Volunteer Data Mining Software Engineering (DSCC) - 2014**

Utilizing Amazon Redshift (AWS Hosted Big Data) & Python, Project parsed confidential volunteer activity data obtained from immediate past two Presidential Campaigns and apply a data model to score & prioritize volunteer recruitment prospects.

### **Field Goal & Progress Data System (Obama) - 2012**

Utilizing Vertica, MS Access, .NET, and Google Docs. Rapid development project to define goals, update goals and analyze granular performance data of field staff for voter contact programs based on data models, historic performance, volunteer team strength acceleration & early voting progress.

### **Campaign Manager at Lon Burnam for Texas Railroad Commissioner – Fort Worth, Texas – 2015 to 2016**

Brought up Campaign from scratch in 10 weeks over Christmas Holidays. Recruited and directed all staff hiring and all facets of statewide Democratic Primary campaign; Super Tuesday. Handled all Press Relations directly.

### **Deputy Data Director at Planned Parenthood Texas Votes PAC – Austin, Texas – 2014**

Designing Voter Contact Universes. Analysis of Voting Patterns, Polling & Geographic Targeting of Direct Voter Contact Designing & implementing reporting systems. Supporting & mentoring Regional Data Team members.

### **Data Director at Michigan Democratic Coordinated Campaign – Detroit, Michigan – 2014**

Dual reporting to Coordinated Director and *Democratic Senate Campaign Committee* ( DSCC) National Data Director. Managing and consulting on all facets of campaign startup. Designing & implementing automated reporting systems. Mentoring of colleagues. Pioneering use of Amazon Redshift for analytics and modeling, as a more scalable and affordable substitute for Vertica. Modeling on Obama campaign data to assign scores to previous activists for re-engagement.

### **Regional Data Manager at Planned Parenthood Federation of America – Dallas, Texas – 2013 - 2014**

ACA Outreach paid canvass project of Planned Parenthood Federation of America. Full suite of data management duties, campaign wide special projects, leadership positions, mentoring other regions' new staff. Includes training and recruitment of canvassers.

Skills Practiced: MS Access, Data Warehouse, PostgreSQL, ETL, SQL, Scripting, MS Excel, NGP VAN, Python, UNIX, GIS, DBA

### **Organizer at Stand with Texas Women – Austin, Texas - 2013**

As a board officer of the ACLU of Texas, organized from the genesis of a coalition, through the filibuster, bus tour, rallies & marches. Worked with Planned Parenthood, NARAL, Democratic Party & other coalition organizations. Included Media Relations, Digital Organizing, Ground Organizing & relations with elected members & capitol administration staff.

### **Campaign Manager at Ashley Paz for Fort Worth ISD Board – Fort Worth, Texas - 2013**

Campaign required marshaling a 5 week runoff community funded campaign and rapidly planning & executing a full campaign encompassing media relations, direct mail, field - dials & knocks & block captains, social media, fundraising, events, and voter protection. Defeated a 13-year incumbent in a race with challenging regional politics.

### **Deputy Data Director at Obama for America / Organizing for America - New Mexico Headquarters - 2012**

Voter file management (VAN), supported reporting to National HQ, supported & trained staff, analyzed statewide data for the grassroots campaign to re-elect President Obama. Created custom daily early vote report & developed field planning visualization tools in combination with data from voter contact models for state leadership, identifying areas where strategic resource re-allocation was required. Worked with Analytics on Election Day modern "bellwether" tools using intraday voting data from new Voter Convenience Centers. Team delivered a vote margin of 11.9% in a battleground state.

### **Campaign Advisor at Kathleen Hicks for Congress - Fort Worth, Texas - November 2011 - March 2012**

Provided general consulting support in an exploratory phase up the filing for office. Continued with representing the client, issuing guidance on the Texas Redistricting process, interviewing and selecting vendors, office setup, FEC guidance, planned events, recruited interns, and successfully transitioned duties to a on-staff campaign manager and finance director.

### **Technology Director at Tarrant County Democratic Party - February 2008 - December 2011**

Provided expertise as both a contractor and volunteer to support the communications & technology efforts of the Tarrant County Democratic Party, including voter file management, telephone systems, written communications, online presence & social media.

### **Field & Political at Bill White for Texas - Fort Worth, Texas - June 2010 - November 2010**

Mayor of Houston, Bill White, ran a well-funded Democratic campaign for Governor of Texas.

Served as North Texas Regional Deputy consisting of a 40-county area. Later, Field Organizing based in Dallas headquarters and served as a targeted campaign liaison. Every countywide elected office won; including close D.A. and County Judge races.

### **Executive Consultant at Micrin - Irving, Texas - April 2009 - April 2010**

Provided consulting services in operations, strategic planning, execution, information systems, finance and equipment acquisition.

### **Professional Experience Prior to Political Career**

#### **Chief Financial Officer at Micrin - Irving, Texas - May 2003 - March 2009**

OEM Manufacturer with portfolio of technologies in wireless radio and cellular industries, diversified into metal fabrication & automotive accessories. Responsibilities for Financial Compliance, Real Property Project and Capital Equipment Financing, Long Term Planning, Financial Projections and Analysis of Business Trends.

- During tenure, took company from \$750,000 to \$17 million revenue. Board of directors. Led company strategic planning.
- Directed Cash Control, Accounting Procedures, Period Reconciling, Tax Compliance & Business Process Development.
- Executive charged with a wide variety of operations requirements, including HR policies, benefits, hiring & compensation.
- In addition to Micrin's overall business management, understanding of engineering principles and manufacturing processes; maintained a significant role in formulating long-term business and marketing strategies, and shop process improvements.

#### **Senior Developer at Bravo Zulu Interactive - Houston, Texas - March 2000 - April 2003**

New media company servicing Fortune 500 customers for integrated marketing, web presence, branding & interactive media.

- A mentor for other developers at company. Recognized for excellent consulting skills with clients.
- Heavy exposure to advertising, oil & gas, and legal industries.
- Developed several in-house software solutions, including user intelligence profile matching, CRM, Content Management, & Student Loan Processing front-end web portals.
- Also completed implementations of enterprise software for content management at client sites. Accomplished DBA (relational database administration & development.)
- Known for expertise in advanced data-query construction and set-based problem solving.
- Became fluent in a wide variety of languages, including SQL, C, C++, Java, JavaScript, PHP, ASP/VBScript, Assembly.
- Systems administration and requirements planning for deployments: UNIX, Windows & heterogeneous environments.
- Adept at graphic design principles, content development, and branding development process as team member for projects.

### **Education**

The University of Texas at Dallas, B.S. Computer Science

SMU Caruth Institute, Entrepreneurship Certificate Program, 2007

### **Public Service, Honors and Awards**

City of Fort Worth – Plan Commissioner 2023-Present

Volunteer Committee Chair, Fort Worth Food + Wine Festival 2022

Immediate Past President, American Civil Liberties Union of Texas

Eagle Scout, Troop 326, Fort Worth

SteerFW Civic Engagement Founding Member 2011 - Present

Webby Award for client Marathon Oil Corporation 2002

Kinko's: Highest Profit Store in Company: 1998

## Selected Campaign & Management Training

Numerous Professional Management Trainings

**2006, Summer** - Wellstone Campaign Management Training

**2007, Spring** - SMU Caruth Institute, Entrepreneurship Certificate Program

**2014, Spring** – New Organizing Institute Data Boot Camp Coach

## Selected Campaign Projects

**2006** – State Representative Campaign Manager (Democratic Challenger)

**2008** – Tarrant County Democratic Party – Candidate Recruitment Committee

**2008 General Election** – Tarrant County Democratic Party. Technology Support and Organizing

**2009** Texas Democratic Gubernatorial Debate as Lead Planner & Organizer, Hosted at Texas Christian University: Participating: Tom Schieffer, Hank Gilbert, Felix Alvarado. Kinky Friedman. Also Featured: Barbara Ann Radnofsky

**2010** Bill White for Texas. Deputy Regional Director for North Texas (42 County Region). Transitioned to Dallas Headquarters Organizer. (Dallas County Only)

**2011, Spring** – Organized a large coalition of neighborhood associations & business associations to present and plan a Fort Worth mayoral runoff debate.

**2011, Spring** – Partnered with Tarrant County Democratic Party & Jim Lane for Mayor on Democratic Voter Turnout project. Member of campaign cabinet for runoff.

**2011, Fall** - Tarrant County Democratic Party Chairman's Brunch Annual Fundraiser – Finance Director & Event Planning, local elected Democrats as speakers, Sen Davis included.

**2011, Fall** – Spring 2012 Kathleen Hicks Congressional Campaign Manager, Dallas/Fort Worth, Texas

**2012, Spring** - Tarrant County Democratic Party Senate District Gala – Finance Director & Event Planning. Gilberto Hinojosa & Sen. Kirk Watson, speakers.

**2012, Fall** - Organizing for America / Obama for America – Deputy Data Director for state of New Mexico

**2013, Spring** - Ashley Paz Campaign Manager for Fort Worth ISD Trustee challenger to 13 year incumbent. Win.

**2013, Summer** - Stand with Texas Women

Began lobbying efforts with ACLU of Texas prior to “citizens filibuster” and continued organizing and providing support to the coalition through the end of the vote. Included one bus stop tour as advance.

**2013, Summer** - Wendy Davis Campaign

Special projects in the Fort Worth campaign office.

**2013, Fall to 2013, Spring** - Planned Parenthood Federation of America/Community Connect

Affordable Care Act Outreach. Directed a paid canvass to put people through the ACA Application process at the door. Data Management for regional organizing & events.

**2014, Spring** - Primary GOTV Data Director & Election Fraud Investigation Campaign Manager for a Texas State Representative

**2014, Summer** - Data Director Michigan Democratic Coordinated Campaign / DSCC

**2014, Fall** - Deputy Data Director for Planned Parenthood Texas Votes

**2015, Spring** - Municipal Election Clients as Campaign Advisor & Strategist in DFW area.

**2015 – 2016** – Campaign Manager for top of the ticket Texas Statewide, with Contested Primary falling on Super Tuesday.

**2016 – Present** – Director for Everytown for Gun Safety / Moms Demand Action for Gun Sense in America



Hello, I'm Scott Lindgren, and I am running for the Tarrant Appraisal District (TAD) Board of Directors.

I retired from AT&T after 29 years, starting as a technician and retiring as Director of Field Operations, where I managed teams of over 2,000 employees and oversaw a capital and expense budget exceeding \$250M annually. Additionally, I served as AT&T's Chief Information Officer for the AT&T Emergency Operations Center (EOC), directing disaster recovery efforts. Currently, I own and manage two small businesses and am actively involved in their daily operations.

I have served on the Haltom City Planning and Zoning Commission since 2018, including two years as chair. I am also currently serving as Place 4 on the Haltom City Council. My community involvement extends to serving on the Boy Scouts of America Fort Worth Council Board from 2009 to 2023, with a current role on its Advisory Board. Furthermore, I served on the Board of Directors for 1-800-DIG-TESS (811 for Texas) from 2007 to 2008. I have additional experience serving on various subdivision and non-profit boards. I hold two patents through AT&T Labs and have been honored with the Silver Beaver Award by the Boy Scouts. I served as lead for many mentoring circles and internships through the years, and I am an absolute believer in Servant Leadership.

My wife, Sue, and I have been longtime residents of Haltom City. Our children attended Keller School District, and two of them remain local. We frequently babysit our grandchildren and are longtime members of Milestone Church in Keller, where our children work.

I respectfully ask for your consideration in electing me to the TAD Board. Tarrant County is a wonderful place with outstanding schools, city services, and dedicated police and fire departments. I've witnessed the county's growth and the substantial increase in property values over the years. I also understand how property values impact school budgets, city budgets, hospitals, and other institutions affected by TAD decisions.

This year presents unique challenges, such as funding for school resource officers and significant changes to Tarrant County EMS. I believe the current TAD board has not fully put the forethought needed in these and other pressing issues. I bring a strong background in business and finance, as well as the perspective of a resident and property taxpayer in Tarrant County for over 24 years.

Thank you for your time and consideration.

Sincerely,

Scott Lindgren

# Gary M. Losada

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Southlake, Texas

214-405-1416  
glosada@sbcglobal.net

## EXPERIENCE:

- Testified before Texas Senate Property Tax Reform Committee Hearing April 27, 2016
- Tarrant County Appraisal Review Board
- President of Office Liquidation Center and Aztec Glass
- Served on Blue Chip Review Committees for Arlington Independent School District
- Director of Human Resources, LTV Kentron International
- Assistant to Superintendent, Santa Rosa City Schools, Santa Rosa, California
- Assistant to City Manager Palo Alto, California

## EDUCATION:

- M.A. Degree Education /Organization Administration, Stanford University 1974
- B.A. Degree Sociology/ Business Minor, University of San Francisco 1973

## Residences:

- Southlake, Tx 2013 – Present
- Arlington, Tx 1990 – 2013

### **Tarrant Appraisal District – Board of Directors**

**2020-2021, 2024**

Governing body for Central Appraisal District

### **Tarrant Co. Appraisal Review Board**

**2009 – 2015**

Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes.

Opined on various exemptions and valuations of real estate.

### **President – GMPL Corporation**

Purchased raw land for development. Presented various planned developments to city government/council and planning and zoning.

### **President – Office Liquidation Center/Aztec Glass Company**

Purchased and sold new and used office furniture. Purchased and distributed wholesale glass imported from Mexico to florists and grocery chains.

### **Director of Administration – Dallas Area Rapid Transit**

Hired in second year of operation in order to organize and establish various departments such as human resources, purchasing, data processing, building and office management as well as policy development.

### **Director of Human Resources – LTV Kentron International/Oil States Ind.**

Chief Labor negotiator, responsible for corporate wide staffing and training.

### **Assistant to Superintendent – Santa Rosa City Schools, Santa Rosa, California**

Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

### **Assistant to City Manager – Palo Alto, California**

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.

**A. Gloria Peña**



**Experience:**

Retired with 37 years of service, US Army Corps of Engineers, Southwestern Division, 2012.  
Began as Student Aide at 16 years of age working at White Sands Missile Range, NM Training & Doctrine Command until 1983, with a 2-year federal break working at the University of Texas at El Paso's Contracts & Grants Office.

Employed with the US Army Corps of Engineers in 1983 in various programs, which include:

- Program Analyst, Military and Environmental Programs
- Program Analyst, Civil Works Program
- Budget Analyst, Resource Management
- Financial Analyst, Construction and Operations
- Program Specialist, Operations, Water Supply Business Line Manager

**Education:**

Northwood University, BBA, Management (Magna Cum Laude)

**Community Involvement (past):**

- Secretary, Society of American Military Engineers (Dallas)
- President, Vice President, Secretary of Arlington Independent School District Board of Trustees
- Director, Texas Association of School Boards
- Secretary, Mexican American School Board Association of Texas
- Founding and Charter Member, Arlington Hispanic Chamber of Commerce
- Charter Member, Arlington Classics Academy
- Founder & President, IMAGE de Arlington
- Charter Member, MPAC of Arlington
- Vice President, United Hispanic Council of Tarrant County
- Treasurer, Child Protective Services of Tarrant County Board
- Chairman, City of Arlington Youth and Families Board
- Vice President, Girls, Inc. of Arlington Board
- Member, Boys & Girls Club of Arlington Board
- Member, Latino Peace Officers Association
- Youth Services Director, Rotary Club of Arlington
- Education Chair, Community Relations Commission for the City of Arlington
- Arlington Chamber of Commerce, Scholarship Sub-committee & Partners In Education Committee
- President, Rotary Club of Arlington Foundation
- ... and many more

**(current):**

- Rotary Club of Arlington, Webb Scholarship Sub-committee
- Director, Water From The Rock
- Member, St Vincent de Paul Women's Guild



## Vince E. Puente, Sr.

Owner & President – Sales & Marketing

**SOS Plaza** • PO Box 612248 • D/FW, TX 75261-2248

(817) 255-8624 • [vincepuente@sostexas.com](mailto:vincepuente@sostexas.com)



### Bio – September 2024

Vince Puente is a proud native and resident of Fort Worth, Texas. He is a small business owner, who understands the balance of creating value for his clients, teammates and the community. He understands the importance of making payrolls, timely payments to his vendors and a respectable bottom-line to invest in the future. More importantly he believes the Lord and family come first and foremost.

Mr. Puente received his formal education via Fort Worth ISD and the University of Texas at Arlington. Early in his career, Mr. Puente immersed himself in education related to his skill set and industry field. It soon became apparent that this pursuit of education would be one of his ongoing, lifetime passions. As he took on additional responsibilities within **SOS**, he pursued personal education in each area. One prime example is that of marketing and advertising. With no formal education in these areas, it is safe to say Mr. Puente has built the **SOS** "brand", resulting in **SOS** being one of the most recognizable companies in North Texas. In addition, **SOS** has received national recognition within its industry and the business community.

Mr. Puente is one who believes in active participation within his community. Currently he serves as Chairman of the **Tarrant Appraisal District** (TAD) and **Texas Values** Board of Directors. He recently rolled off the Board of Directors of the **Finance Commission of Texas** (Governor Abbott appointee), **YMCA of Metropolitan Dallas** and **Congresswoman Kay Granger's** Hispanic Advisory Council. Mr. Puente has been previously named as Businessman of the Year for the Texas Association of Mexican American Chambers of Commerce, an Aflac Civic Leader, an Honoree for The Father of the Year Awards and State of Texas Small Business Champion.

When asked what accomplishments he feels represent his vision for excellence, one he will cite is **SOS Plaza**. This is the home of his companies, Southwest Office Systems, Inc. and Puente Brothers Investments. It is a 39,000 sq. ft., Class A facility on 2.5 acres across from the American Airlines World HQ. The document technology industry considers **SOS Plaza** to be one of the best in the nation. But what is truly amazing is that his companies and **SOS Plaza** are entirely debt-free.

However, Vince is not all business. He will tell you it is his **wife, Mona, and his kids, Vincent, Jr. and Lindsay, of which he is most proud.** His family is far more important to him than any business accomplishment he could ever desire. Vince and Mona are active members of their local Church and engaged in multiple organizations that touch our community throughout Tarrant County and the Great State of Texas!

*Please see the following page*

**Principal Owner of:**

- Southwest Office Systems, Inc.  Puente Brothers Investments, LLC  Harvison / Puente ETAL

**Current Areas of Service:**

- Tarrant Appraisal District (TAD) – Chairman - *Board of Directors*
- Texas Values – *Board of Directors*

**Prior Areas of Service:**

- Finance Commission of Texas – *Commissioner, Governor Abbott Appointee*
- YMCA of Metropolitan Dallas – *Executive Board of Directors*
- Congresswoman Kay Granger - *Hispanic Advisory Council*
- Dallas Regional Chamber – *Director/Executive Committee; Chair Small Business Initiative*
- Greater Irving Chamber of Commerce - *Director/Executive Committee, Chair Education Committee*
- North Dallas Chamber of Commerce – *Board of Directors*
- Big Brothers Big Sisters Lone Star – *Executive Board of Directors*
- Tarrant County Christian Prayer Breakfast - *Board of Directors, Secretary*
- Fort Worth Chamber – *Director/Executive Committee, Chair Local Business Development Committee*
- Texas Christian University – *Chancellor’s Advisory Council*
- Casa Mañana Theatre – *Board of Directors*
- Camp Thurman – *Board of Directors and Immediate Past-President*
- Mercy Med-Flight – *Board of Directors*
- Congressman Joe Barton – *Hispanic Advisory Council*
- Fort Worth Hispanic Chamber of Commerce – *Board of Directors and Past Chairman*
- Greater Dallas Hispanic Chamber of Commerce – *Chair, Entrepreneur Investor Partner Committee*
- Texas Association of Mexican American Chamber of Commerce (TAMACC) – *Delegate*
- North Texas Commission – *Board of Directors*

**Personal Recognition:**

- Father of the Year Awards - *Honoree*
- Aflac Civic Leaders Award
- Texas Association of Mexican American Chambers of Commerce - *“Business Man of the Year”*
- Jewish Council for Public Affairs – *Israel Institute for Hispanic American Leaders*
- ESCR Bosslift – *Military Base Tours*

**Company Recognition:**

- Plains Capitol - *Well Managed Family Business of the Year Award*
- US Small Business Administration - *“Director’s Choice” Award*
- Greater Dallas Hispanic Chamber of Commerce - *“Q & E Entrepreneur of the Year” Award (large company)*
- Fort Worth Chamber of Commerce - *“Small Business of the Year” Award (large company)*
- North Dallas Chamber of Commerce - *“Small Business of the Year” Award*
- NCTRCA – *“MBE Business of the Year” Award (Gold Level)*
- Sharp Electronics - *“Hyakuman Kai Elite” Award – Received four (4) times*
- OfficeDEALER - *“Elite Dealer” Award – Received two (2) times*
- TXU/Vistra Energy - *“Gold Star Supplier” Award*

# Sayeda Bilqees Syed

Colleyville TX

Cell: (817) 913-0474  
E-mail: syed4tad@gmail.com

## Experience:

- **Tarrant County Appraisal Review Board (TARB)**, Member (January 2019 – March 2021). Served as a full board member, conduct protest hearing between Tarrant Appraisal District (TAD) and property owners including residential, commercial and business personal property and Mineral accounts.
- **Flood Control Engineer**, Trinity Watershed Management, City of Dallas.
- **Executive Engineer**, Progressive Manufacturing Department, Hino Motors Limited, Pakistan.
- **Program Engineer**, Army vehicle project for United Nations.
- **Lecturer, Visiting Faculty Member**, Mechanical and Manufacturing Engineering Department, N.E.D. UET.

## Education:

- **ME, Mechanical Engineering** (Specialization in Manufacturing Engineering); (2005) N.E.D. University of Engineering & Technology.
- **BE, Mechanical Engineering** (2002) N.E.D. University of Engineering & Technology.

## Residence:

- Colleyville, TX 2013 ~ Present
- Fort Worth, TX 2009 ~ 2013
- Bedford, TX 2007 ~ 2009

## Professional Association:

- Member, American Society of Mechanical Engineers (ASME), West Texas Division, since 2012.
- Member, Society of American Engineers (SAE) International, Since 2012.

## Colleyville Community Volunteer Experience:

- Planning & Zoning Commission / Capital Improvement Advisory Committee (Sept 2019 ~ Present).
- Metroport Teen Court Advisory Board (Nov 2017 ~ Present).
- Architectural Review Commission (Feb 2018 ~ Nov 2020, Commission dissolved by Colleyville City Council)
- Zoning Board of Adjustment / Sign Board of Appeals (Oct 2018 ~ Oct 2019).

## Personal Information:

Born in Pakistan, migrated to United States in 2007 and proudly became US Citizen in 2011. My husband of 18 years, New York native Dr. Adnan Syed, who is a Clinical Pharmacist, he moved to Texas in 2005. Our two children, 11 years old Son Senan Syed and 9 years old daughter Safa Syed are enrolled in Grapevine Colleyville ISD.

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

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

**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a resolution amending CSO#1640-01-2021, Impact Fee Credit Agreement with JC Panchasarp, LP. (*Staff Contact: Michelle McCullough, Deputy Director/City Engineer*)

**SUMMARY:**

JC Panchasarp, LP (Developer) proposed to develop approximately 221 acres, known as PF Farms. PF Farms comprises residential, multifamily, and a small commercial lot development. Lakewood Drive is included in the City's Master Thoroughfare Plan (MTP) and would be the primary access for the PF Farms development.

When the Developer proposed Phase 1 of PF Farms, city management was evaluating routes to increase response times for emergency services to the northwestern portion of the City and extraterritorial jurisdiction (ETJ). Emergency response times would decrease for the existing fire station located on Lakewood Drive, northwest of SW Wilshire Blvd, with the extension of Lakewood Drive. Since most of the right-of-way needed was located within the PF Farms development, the staff coordinated with the Developer to connect to County Road 1021.

Since Phase 1 required the extension of Lakewood Drive to serve the development, the Developer was responsible for all costs associated with the design and construction of Lakewood Dr. Phase 1. The City would fund the entire cost for Phases 1A, 2, and 3. On December 10, 2018, the City Council approved a Community Facilities Contract (CFC) with the Developer for City financial participation to construct Lakewood Drive to County Road 1021.

The City's Roadway Impact Fee (RIF) ordinance allows for credits to impact fees due when a developer constructs a system facility. A system facility means a roadway improvement or expansion that is designated in the City's Roadway Impact Fee Capital Improvements Plan. Lakewood Drive is included on the City's MTP and within the Roadway Impact Fee Capital Improvements Plan. The amount of impact fee credit provided may not exceed the assessed impact created by the development unless expressly agreed to in writing by the City.

Items eligible to count towards a reduction in the roadway impact fees (credits) include the following:

- Right-of-way contribution
- Design-related costs
- Construction-related costs, including traffic signals and street lighting

- Drainage facilities necessary to convey stormwater as a result of the construction of the roadway

On January 4, 2021, the City Council approved an Impact Fee Credit Agreement for the dedication of Lakewood Drive right-of-way through the PF Farms development and costs associated with the construction of Phase 1 of Lakewood Drive. The request before the City Council is to amend the initial agreement to account for costs associated with the design and construction of a portion of Greenridge Drive. The total impact fee credit due to the developer is \$1,814,336.68, with \$1,122,060.31 attributed to Lakewood Drive and \$692,276.37 attributed to Greenridge Drive.

**RECOMMENDATION:**

Approve a resolution amending CSO#1640-01-2021, Impact Fee Credit Agreement with JC Panchasarp, LP.

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

December 10, 2019 – CFC approved for City cash participation in the amount of \$945,787 for Phases 1A, 2 and 3, Lakewood Drive.

January 4, 2021 – City Council approved Impact Fee Credit Agreement for costs associated with the Lakewood Drive right-of-way dedication through the PF Farms subdivision and costs associated with the design and construction of Phase 1, Lakewood Drive.

**REFERENCE:**

CSO#1640-01-2021

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

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



# Roadway Impact Fee Credit Agreement Amendment Parks at Panchasarp Farms

**City Council**

**November 18, 2024**

# Project History

## January 2017 – PD and Preliminary Plan Approval

- Single-family lots - 659
- Multifamily units – 220
- Commercial lots – 1
- JISD school site
- Parks and Open Space

## Residential plats

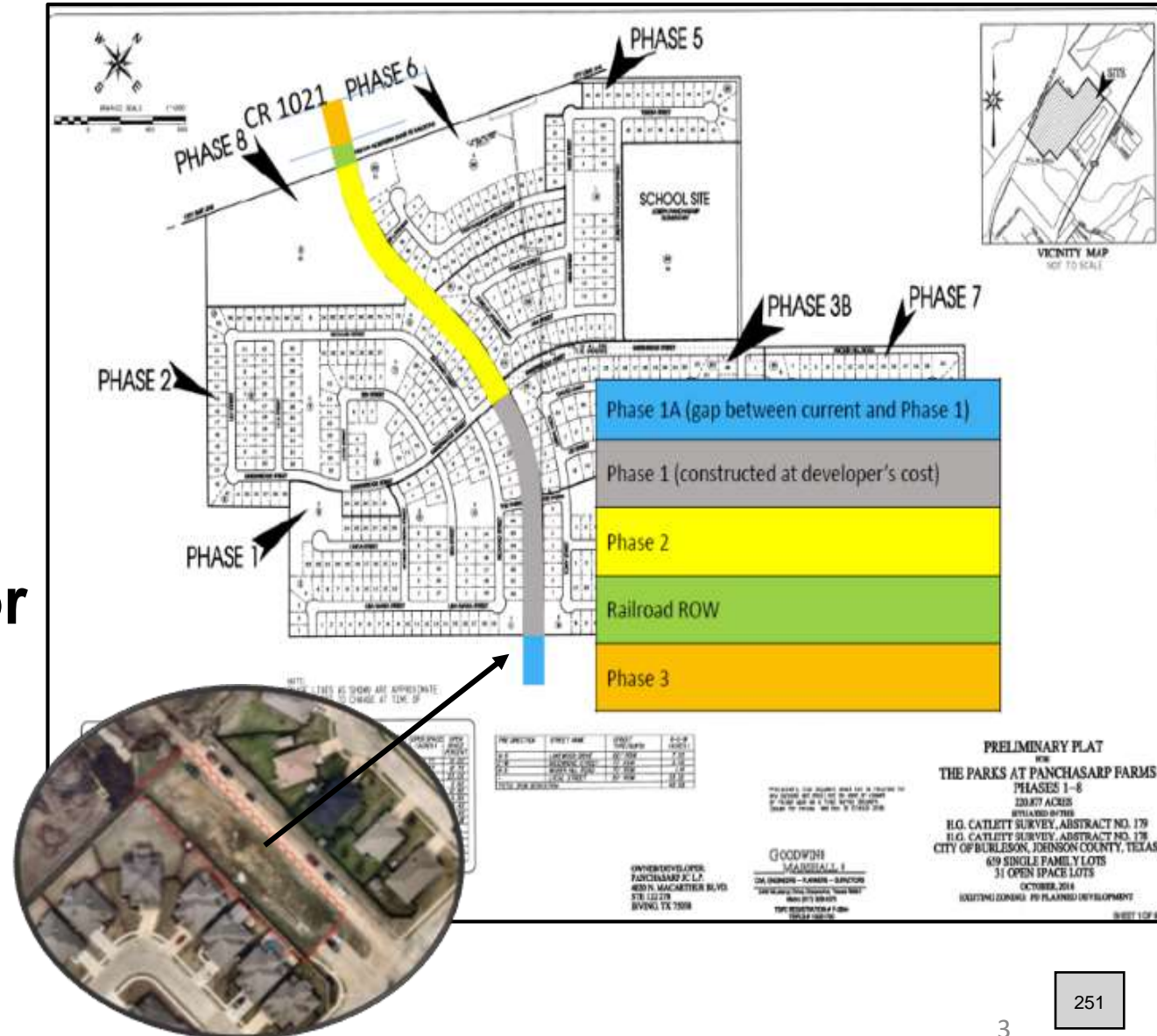
- Phase 1-3 approved
- Single-family lots – 380 lots
- Amenity center
- Park with playground equipment
- Sidewalk / trail
- Open space lots



# Background

City funded Lakewood Drive Phases 1A, 2 and 3 in order to increase emergency response times (\$945,787.00)

Lakewood Dr. primary access for development – developer responsible for Phase 1 costs



# Roadway Impact Fee Ordinance

## Assessments

- Assessed on any new development that increases service units
- One-time charge
- Offsets City's cost to construct infrastructure to support growth
- Assessed at plat and collected at the building permit
- If no plat is required, assessed and collected at the building permit

## Credits

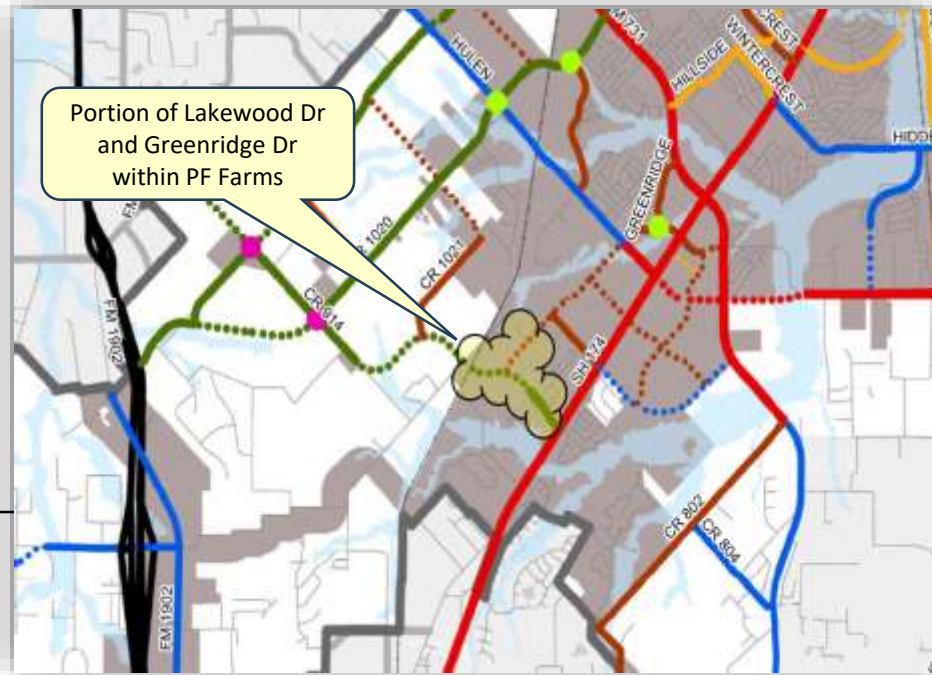
- Ordinance allows for impact fee credit for roadways included on the City's Impact Fee Capital Improvement Plan constructed at the developer's cost
- Impact Fee Credit Agreement must be approved by the City Council
- Credits are created when the improvements are completed and accepted by the City

# Impact Fee Credits

## JC Panchasarp, LLC

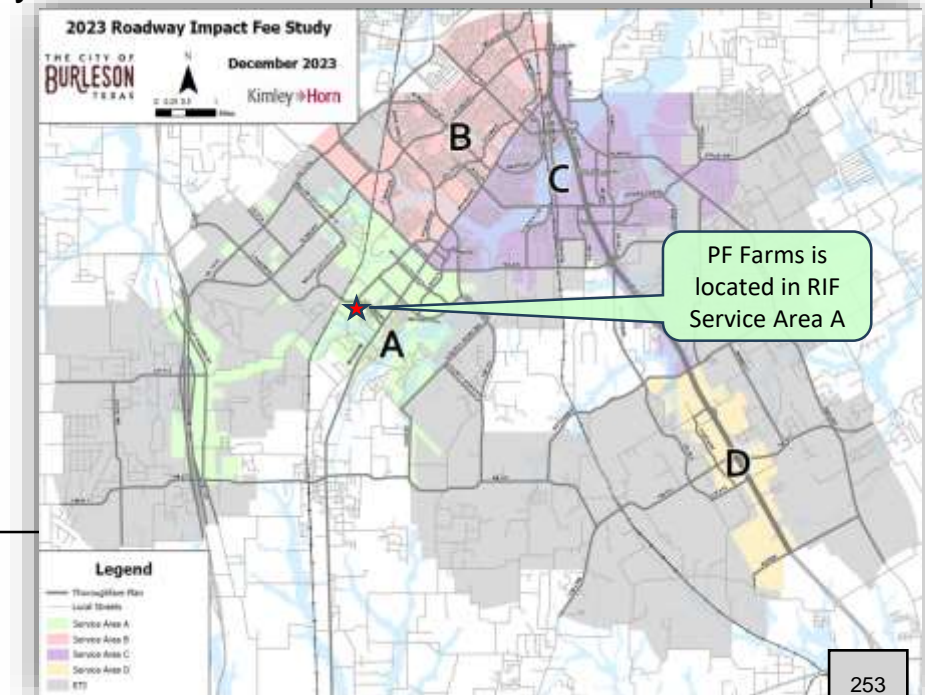
### Eligible for impact fee credits

- Lakewood Dr and Greenridge Dr - included in Roadway Impact Fee Capital Improvement Plan (system facility) and on thoroughfare plan
- Only costs incurred by the developer will be considered



### Items eligible for credits

- Right-of-way dedication
- Design costs
- Construction costs, including traffic signals
- Drainage facilities to facilitate the construction of roadway



# Impact Fee Credits

- January 2021 – City Council approved roadway impact fee credits in the amount of \$1,122,060.31 for developer expenses for design and construction of Lakewood Dr., Phase 1
- November 18, 2024 – City Council to consider a request for additional roadway impact fee credits in the amount of \$692,276.37 for the design and construction of Greenridge Dr.
- The developer is only eligible for credits up to the qualifying costs of the capital improvement unless additional improvements are constructed.
- Any request for credits exceeding the qualifying cost requires approval by the City Council

	Cost / Acre	Cost
<b>Lakewood Drive (7.525 acres)</b>		
ROW Dedication (Full width)	\$54,450.00	\$409,736.25
Phase 1 Lakewood - Clearing/Grubbing/Grading		\$93,750.00
Phase 1 Lakewood - Paving		\$442,342.20
Phase 1 Lakewood - Storm		\$36,015.85
Phase 1 Lakewood - Street Lights		\$27,000.00
Flagging for RR Row		\$35,790.00
Engineering / Construction		\$77,426.01
<b>Subtotal - Lakewood Drive</b>		<b>\$1,122,060.31</b>
<b>Greenridge Drive (4.337 acres)</b>		
ROW Dedication (Full width)	\$59,998.00	\$260,211.33
Phase 3 Greenridge - Clearing/Grubbing/Grading		\$47,780.44
Phase 3 Greenridge - Paving		\$292,170.55
Phase 3 Greenridge - Storm		\$44,257.29
Phase 3 Greenridge - Street Lights		\$10,956.76
Engineering / Construction		\$36,900.00
<b>Subtotal - Greenridge Drive</b>		<b>\$692,276.37</b>
<b>Total</b>		<b>\$1,814,336.68</b>

**Total qualifying costs- \$1,814,336.68**  
**Credits may not exceed this amount unless approved by City Council**

# Impact Fee Credit Breakdown

- Phases 1-3 (SF) - Assessed based on adopted 2017 RIF Ordinance fees
  - 238 building permits - \$475,995.24 credits earned to date
- Phases 4-8 (SF) and MF - Potential assessed fee based on current 2023 adopted RIF Ordinance fees
- Since fee is based on plat approval date, anticipated fees could change if fee is amended in the future
- Developer will extend Greenridge Dr. to serve the new JISD elementary school
  - Additional credits may be due with costs associated with the extension of Greenridge Dr.
  - Per Chapter 395.022, school districts are not required to pay to impact fees

Existing/Proposed Use	Fee/Unit	# of Units	Total Fee
Phases 1-3 – Single Family (SF)	\$1,999.98	380	\$759,992.40
Phases 4 - 8 – Single Family (SF)	\$7,523.52	279	\$2,099,062.08
Multi-family (MF)	\$4,080.00	220	\$897,600.00
Total Anticipated Impact Fees Due (A)			\$3,756,654.48
Total Qualifying Costs for RIF Credits (B)			\$1,814,336.68
Anticipated Fee to be collected after credits applied (A-B)			\$1,942,317.80*

\*Anticipated fees to be collected may change if roadway impact fee rate is increased or decreased with impact fee study update

# Action Requested

**Approve a resolution amending  
CSO#1640-01-2021, Impact Fee  
Credit Agreement with JC  
Panchasarp, LP**





# Questions / Comments

## **Staff Contact**

Michelle McCullough

Deputy Director / City Engineer

817-426-9616

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

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING AN AMENDED AND RESTATED IMPACT CREDIT FEE AGREEMENT WITH JC PANCHASARP, LP (CSO#1640-01-2021).**

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

**WHEREAS**, the City entered into that impact fee credit agreement with JC Panchasarp, LP dated January 4, 2021, (CSO#1640-01-2021); and

**WHEREAS**, the City Council desires that the City amend and restate the impact credit fee agreement with JC Panchasarp, LP dated January 4, 2021, (CSO#1640-01-2021).

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

**Section 1.**

The City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the amend and restate the impact credit fee with JC Panchasarp, LP, substantially in the form attached as Exhibit “A”; and (b) to make expenditures in accordance with the terms of the agreement and contemplated by the agreement.

**Section 2.**

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

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

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**City Council Regular Meeting**

**DEPARTMENT:** Parks and Recreation  
**FROM:** Jen Basham, Parks and Recreation Director  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a cooperative purchasing agreement number 737-24 with TGS Sports LLC in the amount of \$1,556,300 with a contingency of \$155,630 for the conversion of Buckskin, Morgan, Palomino, Highland, Dartmoor, Welsh, and Hackney fields at Chisenhall Fields to synthetic turf. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

**SUMMARY:**

To convert the existing infield of Buckskin, Morgan, Palomino, Highland, Dartmoor, Welsh, and Hackney fields at Chisenhall Fields to synthetic turf. This conversion improves playability after rain events and enhances accessibility with even playing surfaces to maximize field usage.

Additional project funding will be needed for owner furnished items such as materials testing, ADA inspection, permitting, and City inspection outside of the award with TGS.

**RECOMMENDATION:**

Staff recommends approving as presented.

**FISCAL IMPACT:**

The total of \$1,711,930 will be allocated from 4B Bond Funds

**STAFF CONTACT:**

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

# Chisenhall Fields- Synthetic Turf Infield Conversion

*November 18, 2024-City Council*

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

# Overview

- Background
- Current Infield
- New infield
- Request for Proposal vs Request for Quotes
- Benefits of Request for Quotes
- Requested Quote Summary
- TGS Sports
- Timeline
- Recommendations



# Background

- 2021- Parks researched opportunities to improve playability at Chisenhall Fields due to rainouts and requests for improved accessibility
- Early 2022- synthetic field conversion added to Parks and Recreation's Capital Improvement Program (CIP)
- February 2023- Staff presented presentation for the installation of synthetic turf on Arabian field
- Summer of 2023- City council provided direction to convert more fields at once compared to one per year
- Summer of 2024- Converted 7 fields to synthetic turf infields
- FY 2025- \$2,205,000 allocated for funding in 2024-2025 CIP for this project

# Current Infield on Remaining Fields

- Clay and Turf Surfacing
  - Requires occasional replenishment of material
  - Requires daily grooming
  - Requires weekly mowing and trimming
  - Requires daily marking
  - Requires drying maintenance after rain event
  - May require cancellation of play due to inability to dry field for safe play after rain events as clay is microporous soil that retains moisture





7 remaining fields will be completed in the 2024-2025 project

1. Buckskin
2. Morgan
3. Palomino
4. Highland
5. Dartmoor
6. Hackney
7. Welsh



# New Infield

- Synthetic Surfacing
  - Requires occasional replenishment of material
  - May require patching of high use areas (Evaluate from season to season)
  - Requires daily grooming and balancing of infill material
  - Requires no mowing or fertilization
  - Requires no marking
  - Requires little to no drying maintenance after rain event
  - Play not as likely to be cancelled by rain events with synthetic turf infields drain quickly



# Request for Proposal vs Request for Quotes

- 2023-2024- RFP

- Formal Request for Proposal (RFP) for 2023-2024 conversion project
  - 5 proposed with 2 Alternates
- 7 fields converted
- 4 Vendors submitted
  - Hellas Construction- \$2,176,980
  - Sprinturf LLC- \$1,601,120
  - Paragon Sports Constructors- \$1,484,195 (Does not include the 2 alternate fields)
  - Forever Lawn- \$2,167,096.05
  - TGS Sports- \$1,723,986

- 2024-2025- RFQ

- Request for Quotes through cooperative purchasing agreements
- 7 remaining fields
- Staffed reached out to 4 vendors
  - Hellas Construction- No bid
  - Sprinturf LLC- \$1,792,590
  - Paragon Sports Constructors- No Bid
  - TGS Sports- \$1,556,300

# Benefits of Request for Quotes (RFQ)

- **Saves Time:** The RFQ process is quicker than a full RFP, focusing only on pricing and specifications. This streamlined approach minimizes administrative work and keeps us on schedule, avoiding delays common with sealed bidding.
- **Opens Fields Sooner:** With a faster vendor selection through an RFQ, we can complete turf installation in time for the season, ensuring athletes and the community can enjoy the fields as planned.
- **Leverages Cooperative Pricing:** Using cooperative agreements, RFQs allow us to secure pre-vetted, competitive pricing without lengthy bidding, giving us high-quality options aligned with industry standards.
- **Ensures Project Continuity:** Vendors like TGS Sports, familiar with our facilities, can start work faster and avoid common issues. This continuity reduces the learning curve and boosts project efficiency.
- **Allows Customization Without Delay:** An RFQ still allows for specific requests (like turf options or drainage adjustments) without the rigidity of a formal bid, letting us tailor the project to our needs without slowing down the process.

# Requested Quote Summary



Request for quotes were sent to 4 Co-Op vendors October 30th



2 No Bids- Hellas Construction and Paragon Sports



2 Formal Bids

TGS Sports- \$1,711,930 (Includes 10% Contingency)

Sprinturf: \$1,971,849 (Includes 10% Contingency)



Owner Furnished Items: \$100,000 for materials or other repairs as needed

# The TGS Sports Experience



## **Familiarity with the Complex**

TGS Sports has prior experience working on our facilities, making them well-acquainted with the specific needs and layout of our complex.



## **Excellent Communication and Responsiveness**

TGS Sports has demonstrated clear, timely, and proactive communication, making coordination and planning seamless.

They are dependable and adaptable and have consistently addressed questions or concerns promptly.



## **Competitive and Fair Pricing**

TGS Sports has provided a pricing structure that is competitive and fair, ensuring we receive quality work within our budget.



## **High Quality of Work**

Previous projects completed by TGS Sports showcase their commitment to quality and durability, with positive feedback on turf performance and longevity.



## **One-Year Training and Maintenance Support**

As part of their service, TGS Sports offers a full year of training and maintenance support after installation, ensuring our staff is prepared to manage and maintain the turf, extending its lifespan.

TGS Sports was awarded last years conversion project of Quarter, Pasofino, Appaloosa, Shire, Paint, Roan, Clydesdale fields.

# Timeline



NOVEMBER 14-PRESENT  
CONSTRUCTION CONTRACT TO  
PARKS BOARD FOR  
RECOMMENDATION



NOVEMBER 18-PRESENT  
CONSTRUCTION CONTRACT TO  
CITY COUNCIL FOR AWARD  
CONSIDERATION



NOVEMBER-BEGIN  
CONSTRUCTION



ESTIMATED COMPLETION DATE  
MARCH 7- COMPLETE  
CONSTRUCTION AND OPEN FOR  
PLAY

# Staff Recommendation

- Recommend:
  - TGS Sports LLC in the amount of \$1,556,300 with a contingency of \$155,630 for the conversion of Buckskin, Morgan, Palomino, Highland, Dartmoor, Hackney, Welsh
  - Additional owner furnished items will be completed within the project budget of \$2,205,000



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## City Council Regular Meeting

**DEPARTMENT:** Finance Department  
**FROM:** Gloria Platt, Director of Finance  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of an ordinance amending the annual City budget for Fiscal Year 2024-2025 (CSO#5560-09-2024) by increasing appropriations to various funds for rolling forward encumbrances from the prior year to accommodate current purchase orders and encumbered contracts; and find time is of the essence. (First and Final Reading) (Staff Contact: Gloria Platt, Director of Finance)

**SUMMARY:**

The City of Burleson continues to utilize the purchase order and contract system to encumber funds, and at the end of September 30, 2024, the balances of open purchase orders and contracts require an amendment to the FY 2024-2025 budget by increasing the relevant line items in the new year to shift budget authority from last fiscal year to the new fiscal year. The encumbrance roll forward is in accordance with generally accepted accounting principles. The net effect is lowering encumbered expenditures in FY 2023-2024 and rolling forward the available funds to the current year. Capital project encumbrances are excluded from the budget amendment since capital projects have multi-year appropriations over the life of the project. The total encumbrances for all funds to be brought forward is \$2,384,356; The net effect of the purchase order roll forward lowers encumbered expenditures in FY 2023-2024 and rolls the appropriations to the FY 2024-2025 budget.

**RECOMMENDATION:**

Approve an ordinance amending the City budget for Fiscal Year 2024-2025 by increasing appropriations to various funds to accommodate the purchase order system to roll forward encumbrances from the prior year.

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

On September 9, 2024, the Council approved the final reading of the City's FY 2024-2025 annual budget and the five-year Capital Improvement Plan (CIP).

**REFERENCE:**

N/A



**FISCAL IMPACT:**

NA

**STAFF CONTACT:**

Gloria Platt  
Director of Finance  
[gplatt@burlesontx.com](mailto:gplatt@burlesontx.com)  
817-426-9883



# Fiscal Year 2024-2025 Budget Amendment (Encumbrance Roll Forward)

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PRESENTED TO THE CITY COUNCIL ON  
NOVEMBER 18, 2024

# Overview



Purpose of the Budget Amendment



Accounting for Encumbrance



Fiscal Impact of the Budget Amendment



Detail List of Encumbrance Roll

# Purpose of the Budget Amendment

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Obtain authorization for changes in the accounting system in response to year-end closing

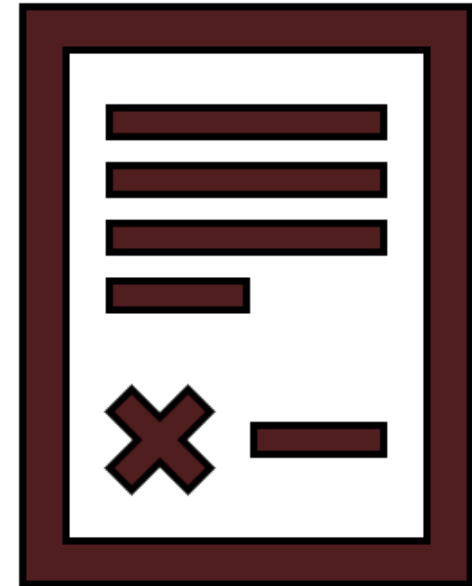


Year-end closing produced:

- Reduced Fiscal Year 2023-2024 expenditures
- Increased Fiscal Year 2024-2025 budget

# Accounting for Encumbrances

Encumbrances represent commitments related to contracts not yet performed, and orders not yet filled. They are used for budgetary control and expenditure management.



# Fiscal Impact of the Budget Amendment

Fund	FY 2023-2024 Reduction	FY 2024-2025 Increase	Net
General Fund	794,452.00	794,452.00	-
4A Fund	355,260.00	355,260.00	-
4B Fund	20,148.00	20,148.00	-
Parks Performance Fund	32,255.00	32,255.00	-
Equipment Replacement Fund Governmental	890,760.00	890,760.00	-
Equipment Replacement Fund Proprietary	246,541.00	246,541.00	-
Health Insurance Fund	5,000.00	5,000.00	-
Solid Waste Fund	39,940.00	39,940.00	-
<b>TOTAL</b>	<b>\$2,384,356.00</b>	<b>\$2,384,356.00</b>	<b>\$0.00</b>

# General Fund

Department	Vendor Name	Rolled Encumbrances	Description
Development - Engineering	Freese & Nichols Inc	123,408.42	Professional Services Contract for DM Update
Purchasing	Accessology Too, LLC	14,743.00	Development of an ADA Transition Plan
Finance	Springer Government Services LLC	7,075.88	PSA with Charles Springer; Finance Consulting
Capital - Engineering	Vidaurri Management Group, LLC	140,744.00	PSA - Construction Management Services
Fire	Metro Fire Apparatus	10,833.00	Bunker Gear - BuyBoard 698-23
Development - Engineering	Westwood Professional Services	17,946.00	PSA- 2024 TIA On Call Services
Fire	Joe Goddard Enterprises, LLC	16,161.24	Outdoor Warning Sirens Install
City Manager's Office	Amanda Huddleston	8,750.00	Grant Consulting Services
Traffic Maint	Mosaic Public Partners, LLC	7,687.00	Professional recruiting
Facilities Maintenance	Terracon Consultants, Inc	163,634.00	Facility Condition Assessment & Planning Services
Development - Engineering	Kimley Horn	16,800.00	Evaluate Pedestrian Safety & Off Street Parking
Capital - Engineering	Mosaic Public Partners, LLC	2,600.00	Professional Recruiting
Streets Pavement Maint	Jeff Eubank Roofing Co	46,647.74	Roof Replacement @ FS3
Streets Pavement Maint	Vann/Elli, Inc.	15,325.00	Guardrail Removal/Installation on Dobson
Legal Services	Taylor Olson Adkins Sralla & Elam, LLP	8,252.92	Legal Fees
Traffic Maint	Paradigm Traffic Systems	5,800.00	Battery Back Up for Traffic Lights
Facilities Maintenance	Sturgis Enterprises, LLC	14,250.00	Replace Leaking Coils on 2 HVACs at Library
Traffic Maint	Iteris, Inc	17,375.00	Mount Controller Cabinet
Streets Pavement Maint	Reliable Paving	19,510.00	Roadway Repair at the Intersection of Alsbury and Newton
Streets Pavement Maint	Reliable Paving	28,590.00	Roadway Repair SW Alsbury
Streets Pavement Maint	Pavement Technologies International Corp	37,388.65	Asphalt Distributer Trailer
Streets Pavement Maint	Reliable Paving	70,930.00	Concrete roadway repair Hidden Vistas
<b>TOTAL</b>		<b>-</b>	<b>\$ 794,451.85</b>

# 4A Fund

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Department	Vendor Name	Rolled Encumbrances	Description
Development - Engineering	C&C Burleson, LLC	351,785.15	Performance Agreement - BlackRock Hooded Left Turn
Economic Development	DFW Geodesy Inc	3,475.00	Surveying Services - Craftmasters
<b>TOTAL</b>	<b>-</b>	<b>\$ 355,260.15</b>	



# 4B Fund

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Department	Vendor Name	Rolled Encumbrances	Description
Parks & Recreation	Renew Builds LLC	20,148.00	Tear Down and Rebuild Sheep Barn at Russell Farm
<b>TOTAL</b>	-	<b>\$ 20,148.00</b>	

# Parks Performance Fund

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Department	Vendor Name	Rolled Encumbrances	Description
Recreation	McMillan James Equipment Company	32,255.00	Replace Desert Aire Compressors Damaged by Storm
<b>TOTAL</b>	-	<b>\$ 32,255.00</b>	

# Equipment Replacement Fund - Governmental

Department	Vendor Name	Rolled Encumbrances	Description
Fleets Division	Caldwell Country Chevrolet	294,147.28	4 Vehicle Replacements Including Fire, Public Works, Parks and Contingency
Fleets Division	Reliable Chevrolet	454,921.00	9 Vehicle Replacements Including Public Works, Parks, Building Inspections, Code Enforcement and Contingency
Fleets Division	Alternative Support Apparatus, LLC	65,523.00	Medstat 500 to Replace Kawasaki Mule
Fleets Division	Lake Country Chevrolet Inc	76,168.00	Replacement Brush Truck
<b>TOTAL</b>		<b>- \$ 890,759.28</b>	

# Equipment Replacement Fund - Proprietary

Department	Vendor Name	Rolled Encumbrances	Description
Fleets Division	Caldwell Country Ford	74,577.25	Ford F250 Replacement
Fleets Division	Caldwell Country Chevrolet	171,963.94	Replacement Vehicles for Public Works including 1 Van and 1 Compact Pickup
<b>TOTAL</b>		<b>-</b>	<b>\$ 246,541.19</b>

# Health Insurance Fund

---

Department	Vendor Name	Rolled Encumbrances	Description
Human Resources	Flores & Associates	5,000.00	Payments for In/Outpatient Service HRA Plan
<b>TOTAL</b>		<b>- \$ 5,000.00</b>	

# Solid Waste Fund

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Department	Vendor Name	Rolled Encumbrances	Description
City Manager's Office	Solid Waste Specialists, LLC	39,940.00	Negotiating Solid Waste Contract
<b>TOTAL</b>		<b>-</b>	<b>\$ 39,940.00</b>

# Questions / Comments



## ORDINANCE

**AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024-2025 FOR YEAR END ADJUSTMENTS, BY INCREASING APPROPRIATIONS IN THE AMOUNT OF \$2,384,356 IN VARIOUS FUNDS FOR ROLLING FORWARD ENCUMBRANCES FROM THE PRIOR YEAR TO ACCOMMODATE CURRENT PURCHASE ORDERS AND CONTRACTS; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City desires to increase the appropriations in the amount of \$2,384,356 in various funds for rolling forward encumbrances from the prior year to accommodate current purchase orders and contracts; and

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

**WHEREAS**, the City Council finds and determines that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance supplements the adopted budget by appropriating additional funds, because this ordinance is not considered as part of the consent agenda, and because time is of the essence; and

**WHEREAS**, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

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

### Section 1.

In addition to those amounts appropriated from the various City departments for Fiscal Year 2024-2025 in the annual budget, there shall also be increased appropriations in the various funds for the specific amounts and purposes as set forth in Exhibit "A", attached hereto and incorporated herein by reference for all purposes:



**Section 2.**

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

**Section 3.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4.**

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

**Section 5.**

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

**Section 6.**

This ordinance shall become effective immediately upon its passage and publication as required by law.

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

EXHIBIT "A"  
Increased Appropriations in Funds

GENERAL FUND	FISCAL YEAR 2024-2025		
BY DEPARTMENT	ORIGINAL BUDGET	AMENDMENT BY DEPARTMENT	AMENDED BUDGET
Animal Services	\$ 803,528		\$ 803,528
Building Inspections	\$ 895,477		\$ 895,477
Capital - Engineering	\$ 1,325,753	\$ 143,344	\$ 1,469,097
City Council	\$ 92,394		\$ 92,394
City Manager's Office	\$ 1,327,479	\$ 8,750	\$ 1,336,229
City Secretary's Office	\$ 904,534		\$ 904,534
Code Enforcement	\$ 798,381		\$ 798,381
Communications	\$ 643,436		\$ 643,436
Community Development	\$ 767,650		\$ 767,650
Development - Enginnering	\$ 797,380	\$ 158,154	\$ 955,534
Development Services	\$ 15,340		\$ 15,340
Drainage Maint	\$ 750,509		\$ 750,509
Economic Development	\$ 1,009,440		\$ 1,009,440
Environmental Services	\$ 149,848		\$ 149,848
Facilities Maintenance	\$ 953,348	\$ 177,884	\$ 1,131,232
Finance	\$ 1,694,932	\$ 7,076	\$ 1,702,008
Fire	\$ 11,761,445	\$ 26,994	\$ 11,788,439
Human Resources	\$ 1,338,294		\$ 1,338,294
Inspections	\$ 605,476		\$ 605,476
Judicial	\$ 137,369		\$ 137,369
Legal Services	\$ 848,920	\$ 8,253	\$ 857,173
Library	\$ 1,485,517		\$ 1,485,517
Municipal Court	\$ 567,280		\$ 567,280
Non-Departmental	\$ 2,323,136		\$ 2,323,136
Parks	\$ 1,666,498		\$ 1,666,498
Police	\$ 19,520,439		\$ 19,520,439
Public Safety Communications	\$ 3,069,572		\$ 3,069,572
Public Works Admin	\$ 986,813		\$ 986,813
Purchasing	\$ 322,931	\$ 14,743	\$ 337,674
Records Management	\$ 130,494		\$ 130,494
ROW Maintenance	\$ 610,413		\$ 610,413
Senior Citizens Center	\$ 226,726		\$ 226,726
Streets Pavement Maint	\$ 3,420,569	\$ 218,392	\$ 3,638,961
Traffic Maint	\$ 1,316,607	\$ 30,862	\$ 1,347,469
<b>Total General Fund</b>	<b>\$ 63,267,928</b>	<b>\$ 794,452</b>	<b>\$ 64,062,380</b>

**FISCAL YEAR 2024-2025**

<b>FUND</b>	<b>ORIGINAL BUDGET</b>	<b>AMENDMENT</b>	<b>AMENDED BUDGET</b>
GENERAL FUND	\$ 63,267,928	\$ 794,452	\$ 64,062,380
DEBT SERVICE FUND - GENERAL	\$ 20,772,166	\$ -	\$ 20,772,166
MEDICAL TRANSPORT	\$ 2,604,333	\$ -	\$ 2,604,333
BCBD 4A SALES TAX SRF	\$ 10,976,718	\$ 355,260	\$ 11,331,978
BCBD 4B SALES TAX SRF	\$ 8,381,605	\$ 20,148	\$ 8,401,753
PARKS PERFORMANCE FUND	\$ 5,633,995	\$ 32,255	\$ 5,666,250
HOTEL/MOTEL TAX FUND	\$ 574,393	\$ -	\$ 574,393
BURLESON TIF #2	\$ 1,213,341	\$ -	\$ 1,213,341
BURLESON PID #1	\$ 62,420	\$ -	\$ 62,420
BURLESON PID #2	\$ 7,620	\$ -	\$ 7,620
CABLE FRANCHISE PEG SRF	\$ 90,560	\$ -	\$ 90,560
MC JUVENILE CASE MGR SRF	\$ 31,000	\$ -	\$ 31,000
MC BLDG SECURITY SRF	\$ 10,420	\$ -	\$ 10,420
MC TECHNOLOGY SRF	\$ 2,340	\$ -	\$ 2,340
OTHER SPECIAL REVENUE FUNDS	\$ 91,720	\$ -	\$ 91,720
WATER & WASTEWATER FUND	\$ 29,824,167	\$ -	\$ 29,824,167
HIDDEN CREEK GOLF COURSE	\$ 3,560,279	\$ -	\$ 3,560,279
EQUIPMENT SERVICE FUND	\$ 2,366,406	\$ -	\$ 2,366,406
EQUIP REPL - GOVERNMENTAL	\$ 1,064,188	\$ 890,760	\$ 1,954,948
EQUIP REPL - PROPRIETARY	\$ 207,361	\$ 246,541	\$ 453,902
SUPPORT SERVICES FUND	\$ 6,641,932		\$ 6,641,932
SOLID WASTE FUND	\$ 4,704,493	\$ 39,940	\$ 4,744,433
CEMETERY OPERATIONS FUND	\$ 33,330		\$ 33,330
HEALTH INSURANCE FUND	\$ 7,184,423	\$ 5,000	\$ 7,189,423
STREET MAINTENANCE FUND	\$ 1,665,833		\$ 1,665,833
<b>TOTAL ALL FUNDS OPERATING</b>	<b>\$ 170,972,971</b>	<b>\$ 2,384,356</b>	<b>\$ 173,357,327</b>

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**City Council Regular Meeting**

**DEPARTMENT:** Finance Department  
**FROM:** Gloria Platt, Director of Finance  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a resolution amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2024-2025. (Staff Contact: Gloria Platt, Director of Finance)

**SUMMARY:**

On September 9, 2024, the Council approved the final reading of the City's FY 2024-2025 annual budget and capital improvement plan (CIP). The approved budget includes the City's capital improvement plan. Since adopting the budget, staff has prepared recommended updates to the CIP for Council approval.

**RECOMMENDATION:**

Approve an ordinance amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2024-2025; and providing a repealing clause, a severability clause and an effective date.

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

On September 9, 2024, the Council approved the final reading of the City's FY 2024-2025 annual budget with the five-year Capital Improvement Plan (CIP)

**REFERENCE:**

N/A

**FISCAL IMPACT:**

NA

**STAFF CONTACT:**

Gloria Platt  
Director of Finance  
[gplatt@burlesontx.com](mailto:gplatt@burlesontx.com)  
817-426-9883



# FY 2024-2025 CIP Amendment

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PRESENTED TO THE CITY COUNCIL ON  
NOVEMBER 18, 2024

# CIP Proposed Update

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At the September 9, 2024, Council meeting, the Council approved the FY2024-2025 Annual Budget and Capital Improvement Plan.

Staff has identified and recommended updates to the CIP to complete recommended projects in FY2024-2025

Proposed updates include:  
General Government Projects  
Water Projects  
4A Projects  
4B Projects

# CIP Proposed Adjustments

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- INCREASE OF \$300,000 TO GENERAL GOVERNMENT PROJECTS INCLUDES INCREASE FOR FIRE STATION 1 IMPROVEMENTS AND A DECREASE IN ALSBURY PHASE 1B PROJECT
- DECREASE OF \$306,181 TO WATER PROJECTS FOR ALSBURY PHASE 1B
- INCREASE OF \$3,042,400 TO 4A PROJECTS FOR ADDITION OF NEW PROJECTS - HIGH POINT EXPANSION PURCHASE, PROJECT WAVE, AND WEST SIDE INFRASTRUCTURE
- INCREASE OF \$2,703,750 TO 4B PROJECTS TO MOVE THE ADULT SOFTBALL FIELDS UP FROM FY2027 TO FY2025, AND TO MOVE THE COMMUNITY PARK PROJECT UP FROM FY2026 TO FY2025



<b>GO Bond Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Neighborhood Street Rebuilds (Split GO and CO Bonds)	\$750,000	\$750,000	\$261,876	\$3,347,953		\$5,109,830
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
Police Expansion	\$13,607,500	\$16,409,500				\$30,017,000
SH174 Widening (Schematic & Environmental)		\$750,000				\$750,000
Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
Elk, Hillside, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
Fire Station #4			\$2,500,000		\$13,443,000	\$15,943,000
FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)			\$1,600,000			\$1,600,000
<b>Additional Projects</b>						
Fire Station #1	\$1,100,000					\$1,100,000
Police Expansion	\$6,293,000					\$6,293,000
Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$2,815,444					\$2,815,444
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
HULEN 4-LANE EXPANSION (additional costs to GO Bond ST2502)	\$2,267,711	\$11,770,242				\$14,037,953
Elk, Hillside, & FM731- Ped. & Int. Improvements			\$705,749			\$705,749
Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
Eight Storm Sirens	\$350,000					\$350,000
<b>Funding Breakout</b>						
GO BOND TOTAL	\$22,003,760	\$25,919,051	\$5,693,735	\$0	\$13,443,000	\$ 67,059,546
CO Capacity TOTAL	\$20,203,196	\$11,098,169	\$3,013,166	\$4,347,953	\$1,000,000	\$ 39,662,484
OTHER	\$0	\$1,672,073	\$0	\$0	\$0	\$ 1,672,073
<b>Total all funding sources</b>	<b>\$42,206,956</b>	<b>\$38,689,293</b>	<b>\$8,706,901</b>	<b>\$4,347,953</b>	<b>\$14,443,000</b>	<b>\$108,394,103</b>

Alsbury Ph1B Reduced from \$3,615,444 to \$2,815,444

<b>Water Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Waterline Rehabilitation		\$350,000	\$2,500,000	\$350,000	\$2,500,000	\$5,700,000
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$15,913,678					\$15,913,678
12" Willow Creek Waterline Looping	\$837,619					\$837,619
Hulen Ground Storage Tank Rehabilitation		\$1,506,557				\$1,506,557
8" Village Creek and 8" CR 715 Water Line Looping	\$1,177,838					\$1,177,838
Mountain Valley EST and GST Demolition		\$84,395	\$752,333			\$836,728
16" Hulen Street Waterline	\$464,889	\$5,853,180				\$6,318,069
12" Waterline Loop for Mountain Valley	\$410,248	\$1,072,813				\$1,483,061
Offsite Water Supply from Fort Worth	\$2,193,995	\$13,486,298				\$15,680,293
New AMI / AMI Implementation	\$4,500,000					\$4,500,000
Hulen Pump Station Expansion			\$391,255	\$2,804,349		\$3,195,604
New Mountain Valley 0.75 MG EST			\$475,000	\$3,200,000		\$3,675,000
New 2023 W Masterplan Projects for Design			\$775,000	\$1,300,000		\$2,075,000
New 2023 W Masterplan Projects for Construction				\$3,300,000	\$3,500,000	\$6,800,000
Turkey Peak Elevated Storage Tank Rehabilitation			\$200,211	\$1,437,171		\$1,637,382
Hidden Creek Pkwy Tank Rehab			\$499,993			\$499,993
12" Water Line from Wilshire to John Jones (Future Hulen)				\$256,361	\$1,068,516	\$1,324,877
<del>Additional Alsbury 1B (\$198,181) and Ph. 2 (\$108,000)</del>	<del>\$306,181</del>					
<b>TOTAL</b>	<b>\$25,498,267</b>	<b>\$22,353,243</b>	<b>\$5,593,792</b>	<b>\$12,647,881</b>	<b>\$7,068,516</b>	<b>\$73,161,699</b>

<b>Sewer Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Sewer Line Rehabilitation		\$500,000	\$3,500,000	\$500,000	\$3,500,000	\$8,000,000
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$344,794	\$20,178,034				\$20,522,828
New AMI / AMI Implementation	\$3,000,000					\$3,000,000
New 2023 W Masterplan Projects for Design		\$950,000	\$1,600,000	\$1,300,000		\$3,850,000
New 2023 W Masterplan Projects for Construction			\$5,500,000	\$3,500,000	\$7,350,000	\$16,350,000
Parkview Dr Sewer Upsizing to 10"	\$139,285	\$1,000,558	\$0			\$1,139,843
12" Wastewater line Replacement in Village Creek Basin (Golf Course)	\$178,491	\$1,281,348				\$1,459,839
<b>TOTAL</b>	<b>\$3,662,570</b>	<b>\$23,909,940</b>	<b>\$10,600,000</b>	<b>\$5,300,000</b>	<b>\$10,850,000</b>	<b>\$54,322,510</b>

<b>TIF 2 Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Ellison & Wilson- Sidewalk ADA	\$233,377					\$233,377
Old Town Lighting Improvements (Bransom & Bufford)	\$273,201					\$273,201
<b>Total</b>	<b>\$506,578</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$506,578</b>

<b>4A Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,001,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
Future Project			\$10,000,000			\$10,000,000
High Point Expansion Purchase	\$1,742,400					\$1,742,400
Project Wave	\$800,000					\$800,000
West Side Infrastructure	\$500,000					\$500,000
<b>Total</b>	<b>\$7,143,677</b>	<b>\$20,000,000</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,143,677</b>

4B Projects	2025	2026	2027	2028	2029	Total
Bailey Lake			\$498,750			\$498,750
Bartlett				\$420,000		\$420,000
Centennial	\$525,000					\$525,000
Chisenhall					\$336,000	\$336,000
Heberle				\$336,000		\$336,000
Mistletoe Hill			\$585,000			\$585,000
Bathroom Additions		\$157,500		\$162,225		\$319,725
Chisenhall Field Turf	\$2,205,000					\$2,205,000
Adult Softball Fields	\$2,163,000		\$2,163,000			\$2,163,000
Shannon Creek Park	\$1,881,675					\$1,881,675
Community Park	\$540,750	\$540,750				\$540,750
BRiCk Roof Replacement					\$1,200,000	\$1,200,000
Dry Sauna		\$422,940				\$422,940
BRiCk Monument Sign			\$38,955			\$38,955
Greens Resurface at HCGC			\$417,375			\$417,375
Pond Renovation			\$94,685			\$94,685
Green Ribbon	\$90,000					\$90,000
<b>Total</b>	<b>\$7,405,425</b>	<b>\$580,440</b>	<b>\$1,634,765</b>	<b>\$918,225</b>	<b>\$1,536,000</b>	<b>\$12,074,855</b>

Category	2025	2026	2027	2028	2029	Total
General Government	\$42,206,956	\$38,689,293	\$8,706,901	\$4,347,953	\$14,443,000	\$108,394,103
4A - Economic Development	\$7,143,677	\$20,000,000	\$10,000,000	\$0	\$0	\$37,143,677
4B - Parks & Golf	\$7,405,425	\$580,440	\$1,634,765	\$918,225	\$1,536,000	\$12,074,855
TIF 2	\$506,578	\$0	\$0	\$0	\$0	\$506,578
Water and Sewer	\$29,160,837	\$46,263,183	\$16,193,792	\$17,947,881	\$17,918,516	\$127,484,209
<b>Total</b>	<b>\$86,423,473</b>	<b>\$105,532,916</b>	<b>\$36,535,458</b>	<b>\$23,214,059</b>	<b>\$33,897,516</b>	<b>\$285,603,422</b>
Available Funds (Cash/Other)	\$0	\$1,672,073	\$0	\$0	\$0	\$1,672,073
Bond Issuance	\$86,423,473	\$103,860,843	\$36,535,458	\$23,214,059	\$33,897,516	\$283,931,349

# CIP Proposed Adjustments

<b>PROPOSED CHANGES BY FUND</b>	<b>ADOPTED 2025</b>	<b>PROPOSED CHANGES 2025</b>	<b>AMENDED CIP* 2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>TOTAL</b>
<b>General Government Projects</b>	\$ 46,414,811	\$ (4,207,855)	\$ 42,206,956	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Water Projects</b>	\$ 25,804,448	\$ (306,181)	\$ 25,498,267	\$ -	\$ -	\$ -	\$ -	\$ (306,181)
<b>Sewer Projects</b>	\$ 3,662,570	\$ -	\$ 3,662,570	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TIF 2 Projects</b>	\$ 506,578	\$ -	\$ 506,578	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4A Projects</b>	\$ 4,101,277	\$ 3,042,400	\$ 7,143,677	\$ -	\$ -	\$ -	\$ -	\$ 3,042,400
<b>4B Projects</b>	\$ 4,701,675	\$ 2,703,750	\$ 7,405,425	\$ -	\$ (2,163,000)	\$ -	\$ -	\$ 540,750
<b>Total</b>	\$ 85,191,359	\$ 1,232,114	\$ 86,423,473	\$ -	\$ (2,163,000)	\$ -	\$ -	\$ 3,276,969

\* PENDING APPROVAL OF PROPOSED CHANGES

# 4A Financial Overview FY 24-25 Budget

	FY 23-24 Year End	FY 24-25 Proposed	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
<b>Beginning Fund Balance</b>	<b>\$ 5,433,397</b>	<b>\$ 6,295,522</b>	<b>\$ 5,744,812</b>	<b>\$ 7,302,026</b>	<b>\$ 7,954,822</b>	<b>\$ 8,006,344</b>
Sales Tax Revenue	\$ 7,421,203	\$ 7,643,839	\$ 7,873,155	\$ 8,109,349	\$ 8,352,630	\$ 8,603,209
Other Revenue	\$ 550,000	\$ 2,751,575	\$ 385,622	\$ 394,941	\$ 404,539	\$ 414,425
<b>Total Revenues</b>	<b>\$ 7,971,203</b>	<b>\$ 10,395,414</b>	<b>\$ 8,258,777</b>	<b>\$ 8,504,290</b>	<b>\$ 8,757,169</b>	<b>\$ 9,017,634</b>
Personnel	\$ 646,727	\$ 741,125	\$ 767,696	\$ 795,281	\$ 823,921	\$ 853,659
Debt Service	\$ 3,218,073	\$ 4,096,133	\$ 4,020,905	\$ 5,617,916	\$ 6,417,335	\$ 6,029,511
Incentives (ED)	\$ 992,500	\$ 4,755,900	\$ 531,827	\$ 32,782	\$ 33,766	\$ 34,778
Other Expenditures	\$ 2,251,778	\$ 1,352,966	\$ 1,381,135	\$ 1,405,515	\$ 1,430,625	\$ 1,456,489
<b>Total Expenditures</b>	<b>\$ 7,109,078</b>	<b>\$ 10,946,124</b>	<b>\$ 6,701,563</b>	<b>\$ 7,851,494</b>	<b>\$ 8,705,647</b>	<b>\$ 8,374,437</b>
Change in Fund Balance	\$ 862,125	\$ (550,710)	\$ 1,557,214	\$ 652,796	\$ 51,522	\$ 643,197
Ending Fund Balance	<b>\$ 6,295,522</b>	<b>\$ 5,744,812</b>	<b>\$ 7,302,026</b>	<b>\$ 7,954,822</b>	<b>\$ 8,006,344</b>	<b>\$ 8,649,541</b>
FB % of Expenditures	88.56%	52.48%	108.96%	101.32%	91.97%	103.29%

## 4B Financial Overview FY 24-25 Budget

	FY 23-24 Year End	FY 24-25 Proposed	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
<b>Beginning Fund Balance</b>	<b>\$ 5,340,055</b>	<b>\$ 5,035,601</b>	<b>\$ 4,489,593</b>	<b>\$ 3,864,030</b>	<b>\$ 3,412,159</b>	<b>\$ 2,921,704</b>
Sales Tax Revenue	\$ 7,421,203	\$ 7,643,839	\$ 7,873,155	\$ 8,109,349	\$ 8,352,630	\$ 8,603,209
Other Revenue	\$ 233,259	\$ 171,467	\$ 141,467	\$ 141,467	\$ 141,467	\$ 141,467
<b>Total Revenues</b>	<b>\$ 7,654,462</b>	<b>\$ 7,815,306</b>	<b>\$ 8,014,622</b>	<b>\$ 8,250,816</b>	<b>\$ 8,494,097</b>	<b>\$ 8,744,676</b>
Debt Service	\$ 1,797,632	\$ 3,025,483	\$ 3,627,034	\$ 3,505,119	\$ 3,642,375	\$ 2,874,383
Golf Transfer	\$ 1,300,584	\$ 1,165,865	\$ 782,220	\$ 808,395	\$ 835,705	\$ 864,205
PPF Transfer	\$ 3,259,813	\$ 3,239,948	\$ 3,279,244	\$ 3,392,400	\$ 3,509,690	\$ 3,631,275
Incentives (ED)	\$ 810,000	\$ 136,150	\$ 147,603	\$ 61,756	\$ 33,765	\$ 34,778
Other Expenditures	\$ 790,887	\$ 793,868	\$ 804,084	\$ 935,017	\$ 963,017	\$ 991,929
<b>Total Expenditures</b>	<b>\$ 7,958,916</b>	<b>\$ 8,361,314</b>	<b>\$ 8,640,185</b>	<b>\$ 8,702,687</b>	<b>\$ 8,984,552</b>	<b>\$ 8,396,570</b>
Change in Fund Balance	\$ (304,454)	\$ (546,008)	\$ (625,563)	\$ (451,871)	\$ (490,455)	\$ 348,106
Ending Fund Balance	<b>\$ 5,035,601</b>	<b>\$ 4,489,593</b>	<b>\$ 3,864,030</b>	<b>\$ 3,412,159</b>	<b>\$ 2,921,704</b>	<b>\$ 3,269,810</b>
FB % of Expenditures	63.27%	53.69%	44.72%	39.21%	32.52%	38.94%

# QUESTIONS/COMMENTS

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# Options



Approve as presented or  
with modifications



Deny request

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE CAPITAL IMPROVEMENT PROGRAM (CIP) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND TERMINATING SEPTEMBER 30, 2025, AND EFFECTIVE DATE.**

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

**WHEREAS**, on September 9, 2024, the City Council adopted the 2024-2025 capital improvement program; and

**WHEREAS**, City Council desires to adopt an amended capital improvement program for Fiscal Year 2024-2025 as provided herein.

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

**Section 1**

That the City Council hereby amends the five-year capital improvement program for Fiscal Year 2024-2025 attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

**Section 2**

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

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2024:

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

ATTEST:

APPROVED AS TO FORM:

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

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

# Reimbursement Resolution

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*PRESENTED TO THE CITY COUNCIL ON NOVEMBER 18, 2024*

# Reimbursement Resolution

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Provides project funding prior to issuing the bonds not to exceed \$86,430,000



City anticipates issuing bonds during August 2025



The resolution is not an authorization to issue bonds

# Use of the Resolution

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- Council approved the FY24/25 Budget and five-year capital improvement plan on September 9, 2024
- On November 18, 2024, an amended capital improvement plan will appear on the same agenda as this item for consideration by the Council for approval.
- The capital cost will be reimbursed for project expenses incurred or obligated up to sixty days prior to the approval of the reimbursement resolution through the date of issuance of the bonds expected to be on or before August 31, 2025.

<b>GO Bond Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Neighborhood Street Rebuilds (Split GO and CO Bonds)	\$750,000	\$750,000	\$261,876	\$3,347,953		\$5,109,830
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
Police Expansion	\$13,607,500	\$16,409,500				\$30,017,000
SH174 Widening (Schematic & Environmental)		\$750,000				\$750,000
Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
Elk, Hillside, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
Fire Station #4			\$2,500,000		\$13,443,000	\$15,943,000
FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)			\$1,600,000			\$1,600,000
<b>Additional Projects</b>						
Fire Station #1	\$1,100,000					\$1,100,000
Police Expansion	\$6,293,000					\$6,293,000
Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$2,815,444					\$2,815,444
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
HULEN 4-LANE EXPANSION (additional costs to GO Bond ST2502)	\$2,267,711	\$11,770,242				\$14,037,953
Elk, Hillside, & FM731- Ped. & Int. Improvements			\$705,749			\$705,749
Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
Eight Storm Sirens	\$350,000					\$350,000
<b>Funding Breakout</b>						
GO BOND TOTAL	\$22,003,760	\$25,919,051	\$5,693,735	\$0	\$13,443,000	\$ 67,059,546
CO Capacity TOTAL	\$20,203,196	\$11,098,169	\$3,013,166	\$4,347,953	\$1,000,000	\$ 39,662,484
OTHER	\$0	\$1,672,073	\$0	\$0	\$0	\$ 1,672,073
<b>Total all funding sources</b>	<b>\$42,206,956</b>	<b>\$38,689,293</b>	<b>\$8,706,901</b>	<b>\$4,347,953</b>	<b>\$14,443,000</b>	<b>\$108,394,103</b>

Water Bond Funding

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

<b>Sewer Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Sewer Line Rehabilitation		\$500,000	\$3,500,000	\$500,000	\$3,500,000	\$8,000,000
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$344,794	\$20,178,034				\$20,522,828
New AMI / AMI Implementation	\$3,000,000					\$3,000,000
New 2023 W Masterplan Projects for Design		\$950,000	\$1,600,000	\$1,300,000		\$3,850,000
New 2023 W Masterplan Projects for Construction			\$5,500,000	\$3,500,000	\$7,350,000	\$16,350,000
Parkview Dr Sewer Upsizing to 10"	\$139,285	\$1,000,558	\$0			\$1,139,843
12" Wastewater line Replacement in Village Creek Basin (Golf Course)	\$178,491	\$1,281,348				\$1,459,839
<b>TOTAL</b>	<b>\$3,662,570</b>	<b>\$23,909,940</b>	<b>\$10,600,000</b>	<b>\$5,300,000</b>	<b>\$10,850,000</b>	<b>\$54,322,510</b>

<b>Total Water and Sewer Bond Funding</b>	<b>\$29,160,837</b>	<b>\$46,263,183</b>	<b>\$16,193,792</b>	<b>\$17,947,881</b>	<b>\$17,918,516</b>	<b>\$127,484,209</b>
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<b>TIF 2 Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Ellison & Wilson- Sidewalk ADA	\$233,377					\$233,377
Old Town Lighting Improvements (Bransom & Bufford)	\$273,201					\$273,201
<b>Total</b>	<b>\$506,578</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$506,578</b>
<b>4A Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,001,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
Future Project			\$10,000,000			\$10,000,000
High Point Expansion Purchase	\$1,742,400					\$1,742,400
Project Wave	\$800,000					\$800,000
West Side Infrastructure	\$500,000					\$500,000
<b>Total</b>	<b>\$7,143,677</b>	<b>\$20,000,000</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,143,677</b>
<b>4B Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Bailey Lake			\$498,750			\$498,750
Bartlett				\$420,000		\$420,000
Centennial	\$525,000					\$525,000
Chisenhall					\$336,000	\$336,000
Heberle				\$336,000		\$336,000
Mistletoe Hill			\$585,000			\$585,000
Bathroom Additions		\$157,500		\$162,225		\$319,725
Chisenhall Field Turf	\$2,205,000					\$2,205,000
Adult Softball Fields	\$2,163,000					\$2,163,000
Shannon Creek Park	\$1,881,675					\$1,881,675
Community Park	\$540,750					\$540,750
BRiCk Roof Replacement					\$1,200,000	\$1,200,000
Dry Sauna		\$422,940				\$422,940
BRiCk Monument Sign			\$38,955			\$38,955
Greens Resurface at HCGC			\$417,375			\$417,375
Pond Renovation			\$94,685			\$94,685
Green Ribbon	\$90,000					\$90,000
<b>Total</b>	<b>\$7,405,425</b>	<b>\$580,440</b>	<b>\$1,634,765</b>	<b>\$918,225</b>	<b>\$1,536,000</b>	<b>\$12,074,855</b>



# Total Projects

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<b>Category</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
General Government	\$42,206,956	\$38,689,293	\$8,706,901	\$4,347,953	\$14,443,000	\$108,394,103
4A - Economic Development	\$7,143,677	\$20,000,000	\$10,000,000	\$0	\$0	\$37,143,677
4B - Parks & Golf	\$7,405,425	\$580,440	\$1,634,765	\$918,225	\$1,536,000	\$12,074,855
TIF 2	\$506,578	\$0	\$0	\$0	\$0	\$506,578
Water and Sewer	\$29,160,837	\$46,263,183	\$16,193,792	\$17,947,881	\$17,918,516	\$127,484,209
<b>Total</b>	<b>\$86,423,473</b>	<b>\$105,532,916</b>	<b>\$36,535,458</b>	<b>\$23,214,059</b>	<b>\$33,897,516</b>	<b>\$285,603,422</b>
Available Funds (Cash/Other)	\$0	\$1,672,073	\$0	\$0	\$0	\$1,672,073
Bond Issuance	\$86,423,473	\$103,860,843	\$36,535,458	\$23,214,059	\$33,897,516	\$283,931,349

# Options

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- Approve the resolution
- Approve the resolution with changes
- Deny the resolution

# QUESTIONS/COMMENTS

# Options



Approve as presented or  
with modifications



Deny request

## RESOLUTION

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$86,430,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

**WHEREAS**, the City of Burleson, Texas (the “City”) is a home-rule municipality and political subdivision of the State of Texas; and

**WHEREAS**, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on **Exhibit A** hereto (collectively, the “Project”) prior to the issuance of tax-exempt obligations by the City in connection with the financing of the Project from available funds; and

**WHEREAS**, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

**Section 1.** The City reasonably expects it will incur debt, as one or more series of tax-exempt obligations, for the purpose of financing the Project with the reimbursements to the City for the payment of costs of the Project in an aggregate amount not to exceed \$86,430,000.

**Section 2.** All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

**Section 3.** The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three (3) years after the date any expenditure which is to be reimbursed is paid.

*[Remainder of page left blank. Signature page to follow.]*

**PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2024.**

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Mayor  
City of Burleson, Texas

ATTEST:

---

City Secretary

(Seal)

APPROVED AS TO FORM & LEGALITY:

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City Attorney

**EXHIBIT A**

The projects to be financed that are the subject of this Statement are:

Designing, acquiring, equipping, constructing, and improving the City's waterworks and sewer system;

Designing, acquiring, equipping, constructing, and improving City parks, including trails, sports and recreational facilities, parking, and related infrastructure;

Designing, acquiring, equipping, constructing, and improving public safety facilities and equipment; and

Designing, acquiring, equipping, constructing, and improving streets, drainage, and public mobility infrastructure improvements, including traffic lighting and signalization and median improvements; and

Acquisition of land and rights-of-way throughout the City for the above described projects.

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## City Council Regular Meeting

**DEPARTMENT:** Public Works

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

**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a contract with Reliable Paving, Inc. through an agreement with Tarrant County, Texas miscellaneous concrete repairs in an amount of \$700,000. (*Staff Contact: Justin Scharnhorst, Deputy Director of Public Works*)

**SUMMARY:**

At the November 4th City Council meeting, staff provided an update on the proposed street maintenance plan for fiscal year 2024-25. During the discussion, as well as ongoing efforts to calibrate and field-verify the list of service locations, Council directed staff to bring back a contract for consideration on the November 18th agenda. This contract would engage a contractor to address immediate needs, primarily on Hidden Creek Parkway, with additional locations on Alsbury, and Renfro. Fifteen locations along Hidden Creek have been identified where the proposed contractor would begin work. Public Works will look for opportunities to partner with the contractor to reduce costs, such as by handling saw cutting and demolition and providing traffic control. If approved, staff will begin scheduling these repairs at the start of the new calendar year.

Through this approach, staff is hopeful that additional repair locations can be identified and included, thereby extending the scope of improvements within this corridor.

Pricing for the repairs is based on specific quantities provided by staff to a list of contractors. The recommended contractor currently holds an existing contract with Tarrant County.

**RECOMMENDATION:**

Staff recommends approval



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

At the November 4<sup>th</sup> meeting, City Council directed staff to bring back a contract at the next meeting to consider award for concrete repairs along Hidden Creek Parkway, Alsbury Blvd, and Renfro St., as presented.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Amount: \$700,000  
Fund: 2203004-63003  
Budgeted: Y

**STAFF CONTACT:**

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

# Concrete Street Repair Contract

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PRESENTED TO THE CITY COUNCIL: NOVEMBER 18, 2024

# Background



- On November 4th, staff provided City Council with an update on the calibration and field verification process of the street maintenance plan, as well as a discussion of the program's timeline.
- Council was presented with two options and unanimously directed staff to bring back a concrete repair contract to begin immediate repairs along Hidden Creek Parkway, Alsbury, and Renfro Street.
- This work will contribute to the city of Burleson's overall street maintenance operations.

# Background Continued

Staff anticipates \$900,000 in concrete repairs over the next several months.

	Estimated Cost	Comments
<b>Proposed work to begin after January 1, 2025</b>		
15 locations along Hidden Creek Parkway Between SH 174 and E. Renfro (approximately 36,000 sy) <b>PLUS</b> additional locations along NW Renfro and Alsbury	\$700,000	FY 24-25 Street Maintenance Fund
<b>Existing locations underway</b>		
Alsbury Blvd – 3 locations	\$110,000	FY 23-24 Operating Budget
Hidden Vistas	\$49,000	FY 23-24 Operating Budget
<b>Work completed since August 5, 2024</b>		
1200 Blk Hidden Creek Parkway	\$16,800	FY 23-24 Operating Budget
NW Renfro and Silver Ridge	\$20,530	FY 23-24 Operating Budget
HW 174 and Hidden Creek Parkway	\$10,640	FY 23-24 Operating Budget

# Major Thoroughfares

- Staff initiated a review of locations along Hidden Creek Parkway, Alsbury Boulevard, and Renfro Street in preparation for presenting options to Council at the November 4th meeting.
- This process involved identifying areas with known failures, with Public Works inspecting each site, measuring quantities, and marking locations.
- These identified locations were then shared with a list of contractors who hold existing contracts with the City of Fort Worth and Tarrant County to obtain pricing.

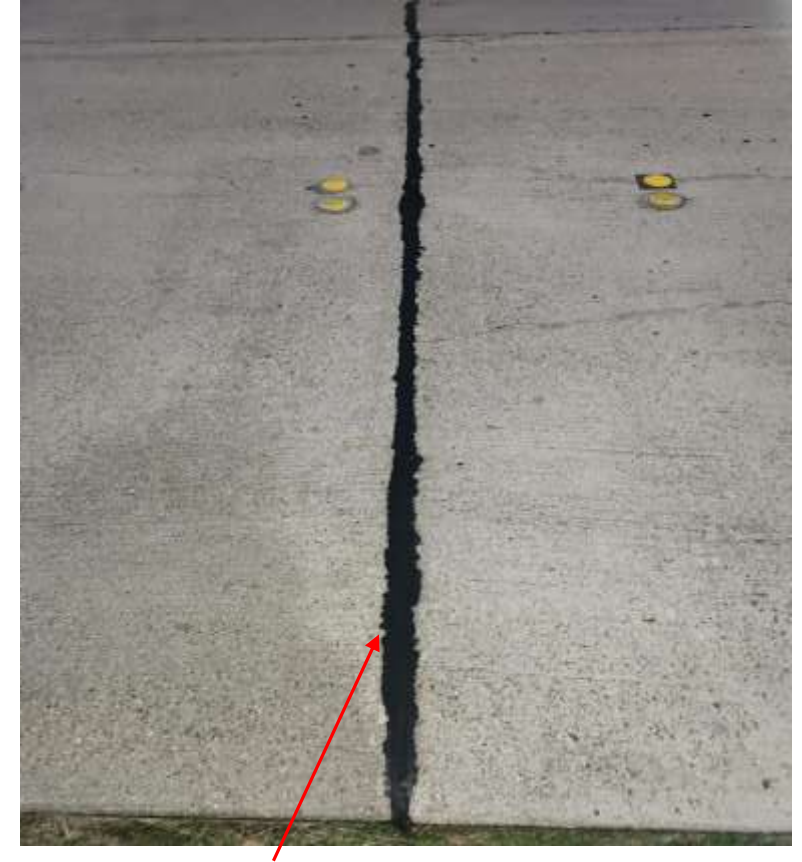
## Hidden Creek Parkway

This work will focus on fully rebuilding some of the most deteriorated sections along Hidden Creek Parkway, as well as selected areas along Alsbury Boulevard and Renfro Street.

Example location of Hidden Creek near Hidden Lake Drive and Fire Station 16.



# Hidden Creek and Hidden Oaks Drive



Proper joint seal to prevent water penetration

# Hidden Creek and Lisa St.





# Hidden Creek and Cardinal Ridge

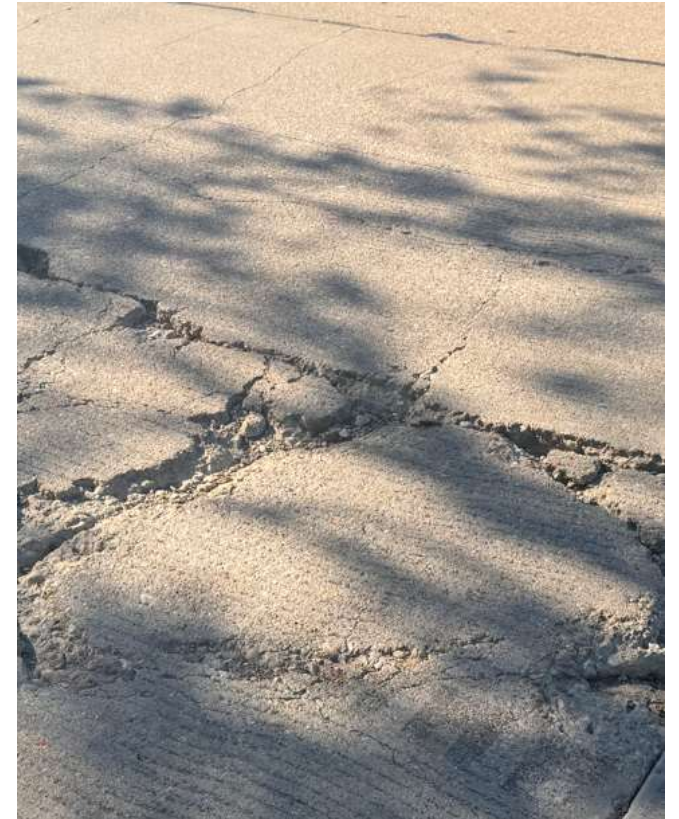




# NW Renfro St and Clover St.

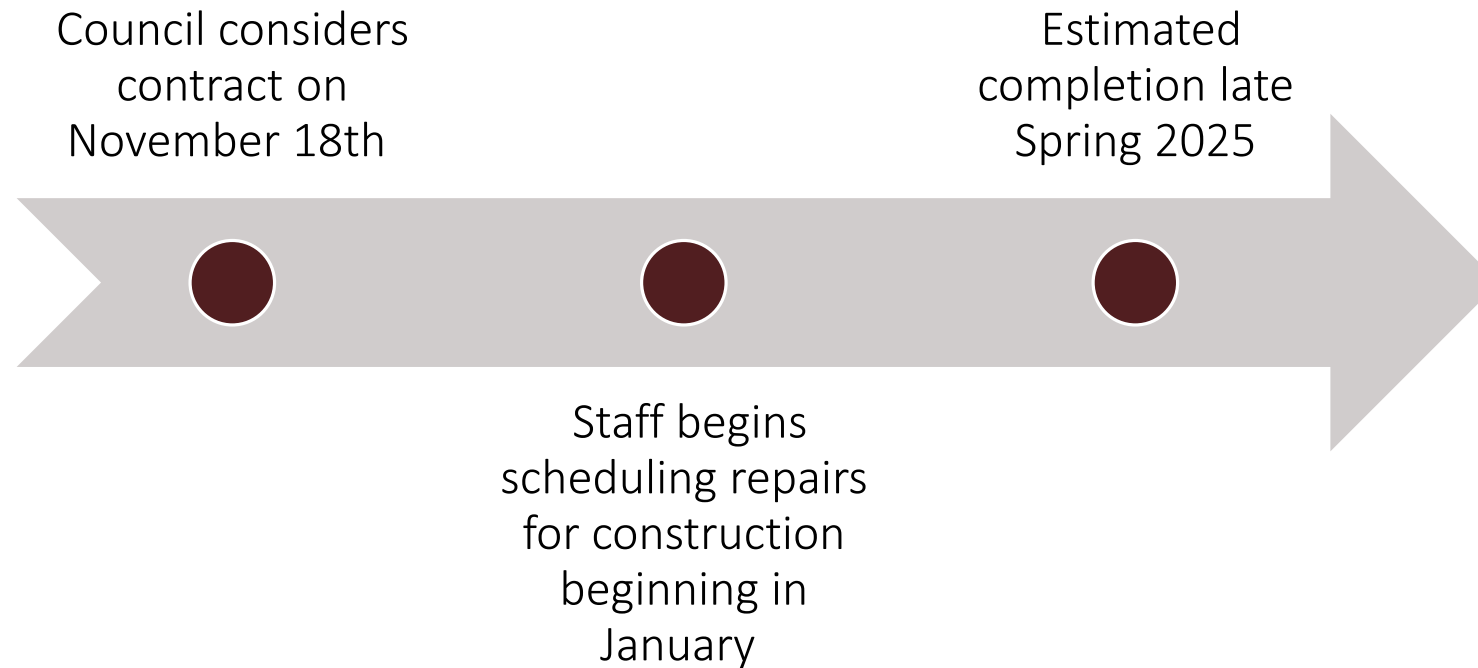


# NW Renfro St. and Cliffside Dr.



# Alsbury Blvd. and Tarrant

# Timeline



# Recommendation



Approve a contract with Reliable Paving, Inc. through an agreement with Tarrant County, Texas miscellaneous concrete repairs in an amount of \$700,000.

# Questions/Comments

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

# 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:  
2024-1238355

Date Filed:  
11/13/2024

Date Acknowledged:

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

Reliable Paving, Inc  
Arlington, 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.

2022-031  
Annual Contract for Various Concrete Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reliable Paving Inc	Arlington, TX United States	X	
	Long, Charles	Arlington, TX United States	X	
	Hixson, Mark	Arlington, TX United States		X
	Larson, Erica	Arlington, TX United States		X
	Correa, Jose	Arlington, TX United States		X
	Donaldson, Pam	Arlington, TX United States		X

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Pam Donaldson, and my date of birth is [REDACTED].

My address is 1903 N. Peyco, Arlington, TX, 76001, 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 13 day of November, 2024.  
(month) (year)

Pam Donaldson, VP

Signature of authorized agent of contracting business entity  
(Declarant)



**City Council Regular Meeting**

**DEPARTMENT:** Fire/EMS Department  
**FROM:** Casey Davis, Fire Chief  
**MEETING:** November 18, 2024

**SUBJECT:**

Consider approval of a construction contract with RJM Contractors, Inc., to perform project construction of Fire Station #1 Living Quarters and Administrative Areas for \$4,350,861. (*Staff Contact: Casey Davis, Fire Chief*)

**SUMMARY:**

This contract is for the construction renovation and expansion of the existing Fire Station one (1) located at 828 SW Alsbury Boulevard. The project includes a base bid to renovate the living quarters, provide nine (9) dorm rooms and three (3) officer quarters, five (5) showers, six (6) rest rooms, required ICC shelter area, dayroom, kitchen, workout area and patio. Alternative one (1) includes the Fire Chief office, two (2) Assistant Chief offices, two (2) workspaces, EMS office and technology room. Alternative two (2) includes the Fire Marshal's office, reception and lobby area, four (4) workspaces, Assistant Director office, breakroom, training office, storage and restrooms.

The project was advertised beginning September 20, 2024 with a deadline of October 14, 2024. Three (3) proposals were publicly opened on October 14, 2024 as summarized below. Construction is planned to be completed November 2025.

**Bid Summary:**

<b>Proposals Received</b>	<b>Base</b>	<b>Alt #1</b>	<b>Alt #2</b>	<b>Total</b>
Acumen Ent., Inc.	\$3,495,937	\$278,131	\$563,850	\$4,337,918
RJM Contractors, Inc.	\$3,495,136	\$289,737	\$565,988	\$4,350,861
Big Sky Construction Co.	\$3,632,955	\$525,872	\$831,173	\$4,990,000

RJM Contractors, Inc. provides extensive experience with Fire Station construction, new builds and renovations. They have a proven record of accomplishment with Fort Worth Fire Station construction showing unique skills for the project. RJM staff has relevant experience in Fire Station construction with commercial jobs up to \$12M.

Owner furnished construction items including technology, phoenix two system, lights, panels, security doors, office storage and furniture, dining table and chairs, mattresses, bunk desks and chairs, recovery chairs, freezer, water machine, SCBA fill station, cylinder storage and fitness equipment. Owner furnished for Base is \$400,278, Alternative #1 is \$40,502 and Alternative #2 is \$17,358 for a total of \$458,138.

**RECOMMENDATION:**

Consider approval of the proposed Construction contract with RJM Contractors, Inc., including The base, alternative #1 and alternative #2 options. Consider for approval the owner furnished Items for a total of \$458,138.

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

May 01, 2023, City Council received a report, held a discussion regarding a professional services contract with Komatsu, Inc. for architecture and design services for Fire Station One (1) renovation.

August 12, 2024, City Council received a report, held a discussion regarding vertical construction projects including the Fire Station #1 remodel and next steps that included vendor selection for kitchen, restroom and showers temporary trailers with purchase and lease options.

November 6, 2024, Public Safety and Court Committee received a report, to provide staff feedback on considering approval of a construction contract with RJM Contractors, Inc., to perform project construction of Fire Station #1 Living Quarters and Administrative Areas for \$4,350,861. Consider approval of owner furnished items for the Living Quarters and Administration Areas for \$458,138.

**FISCAL IMPACT:**

Project# FA2302

Amount: \$4,808,999

Funding Source: ORG: 4303101 OBJ: 70020

**STAFF CONTACT:**

Casey Davis  
Fire Chief  
[cdavis@burllesontx.com](mailto:cdavis@burllesontx.com)  
817-426-9173



# Fire Station #1 Remodel - Competitive Sealed Contract

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CITY COUNCIL PRESENTATION

NOVEMBER 18, 2024

# Fire Station #1 Remodel Project Overview



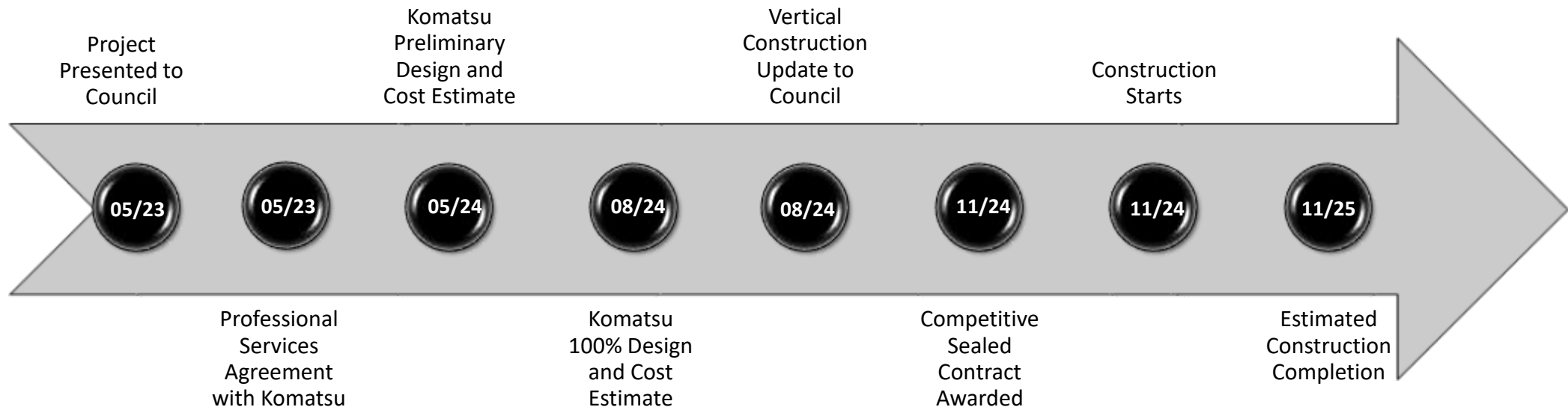
<b>Statistics</b>	<b>Year 2003</b>	<b>Year 2024</b>
<b>City Population</b>	<b>21,000</b>	<b>53,000</b>
<b>Call Volume</b>	<b>2,367</b>	<b>9,200</b>
<b>Paid Fire Fighters</b>	<b>15</b>	<b>66</b>
<b>Admin. Personnel</b>	<b>3</b>	<b>13</b>
<b>Fire Budget</b>	<b>\$2,292,717</b>	<b>\$13,797,773</b>



## Project Team

- Collective Organizational Effort
- Owner – Fire/EMS
- City Council
- City Managers Office
- Purchasing
- Architect – Komatsu
- Project Manager - VMG
- Construction Contractor

# Station #1 Remodel – Project Milestones



# Project Overview

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## Base Proposal:

**Base:** Remodel and expand the firefighter living quarters by incorporating the first bay and courtyard area to significantly enhance living space and accommodate future growth. This redesign allows for the addition of more companies, such as an ambulance or truck unit, aligning with projected increases in community service demands. The expanded quarters are designed to support emergency response needs effectively for the next 20 years.

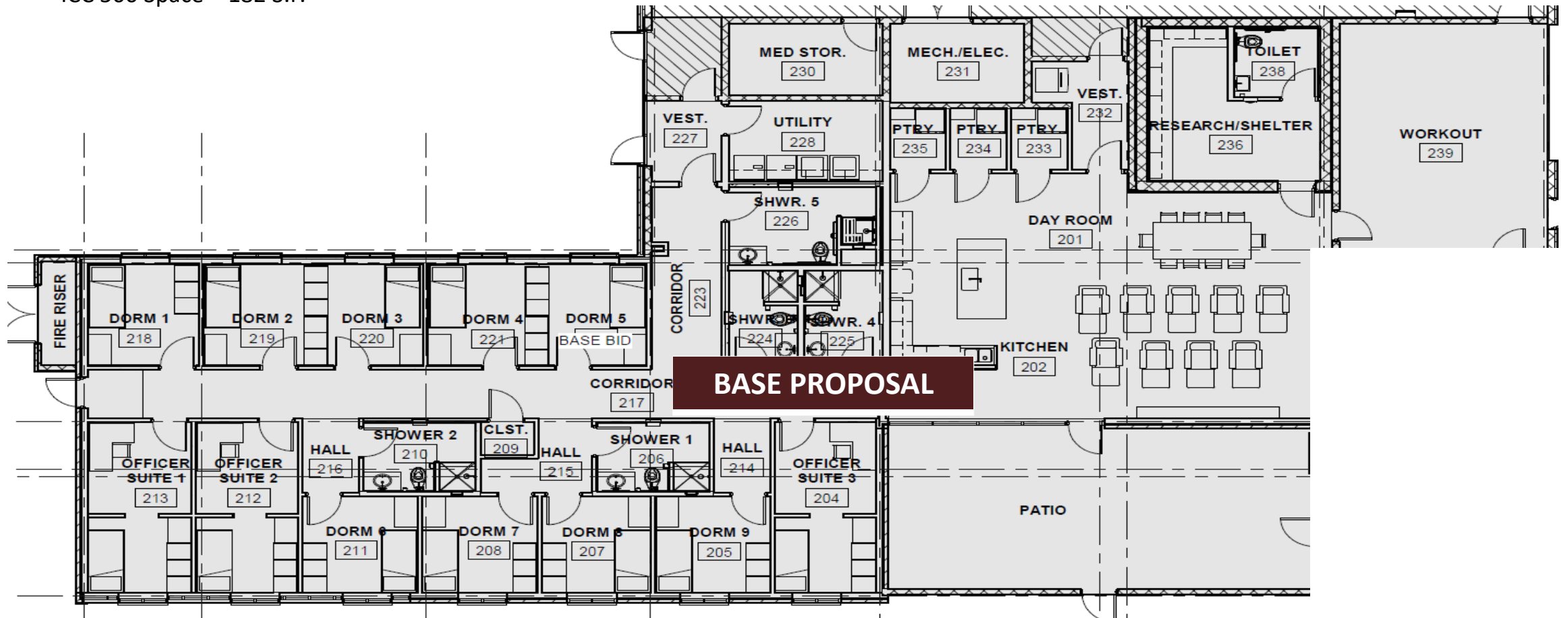
**Alternate #1:** Build upon the Base Bid by remodeling the existing training room to increase office space. This upgrade will restore a dedicated conference room, establish a workstation for the EMS Lieutenant, and bring the facility up to current sprinkler compliance standards, enhancing both safety and operational capacity.

**Alternate #2:** This option includes all improvements from the Base Bid and Alternate #1, with additional remodeling of the remaining administration area to meet all necessary office space requirements. It features a breakroom and dedicated workspace for the new Deputy Director of Financial Services and brings the facility into compliance with current sprinkler standards. Both Alternate #1 and Alternate #2 provide the flexibility to accommodate administrative growth over the next 10 years.



# Base Proposal Includes:

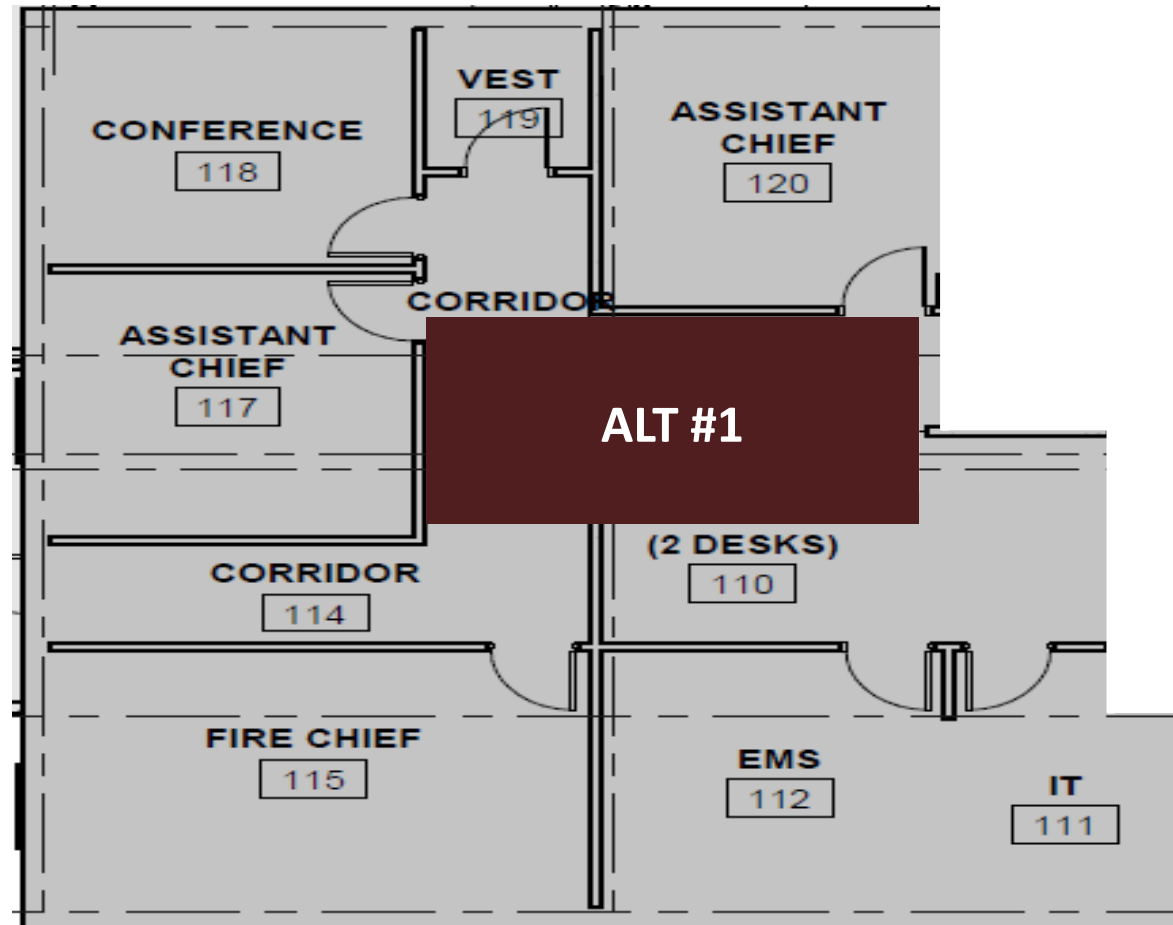
- Living Quarters
- 9 Dorm Rooms and 3 Officer Quarters
- 5 Showers
- 6 Rest rooms
- ICC 500 Space – 182 S.F.
- Dayroom
- Kitchen
- Workout Area
- Patio





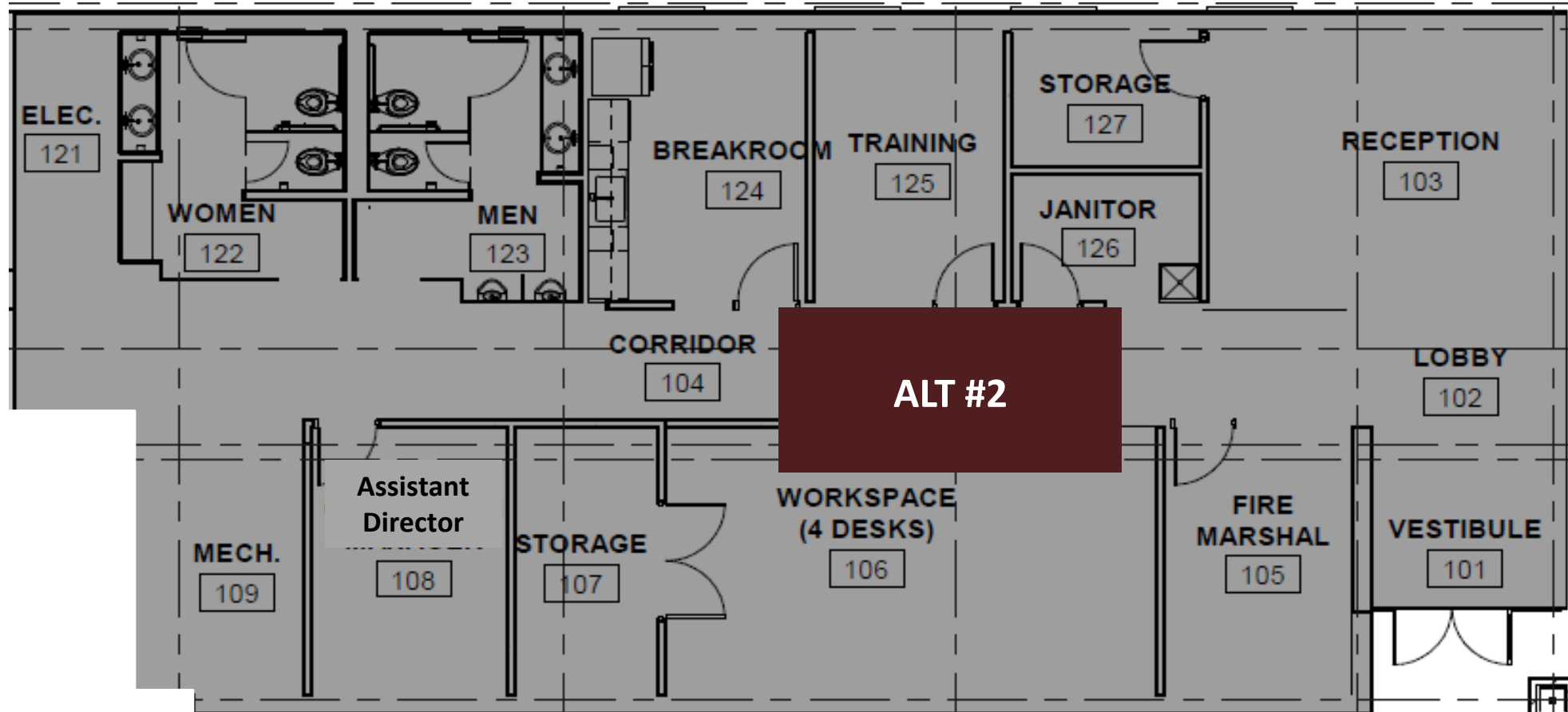
# Alternative #1 Includes:

- Chief's Office
- Assistant Chief Offices (2)
- 2 workspaces
- EMS Office
- Technology Room

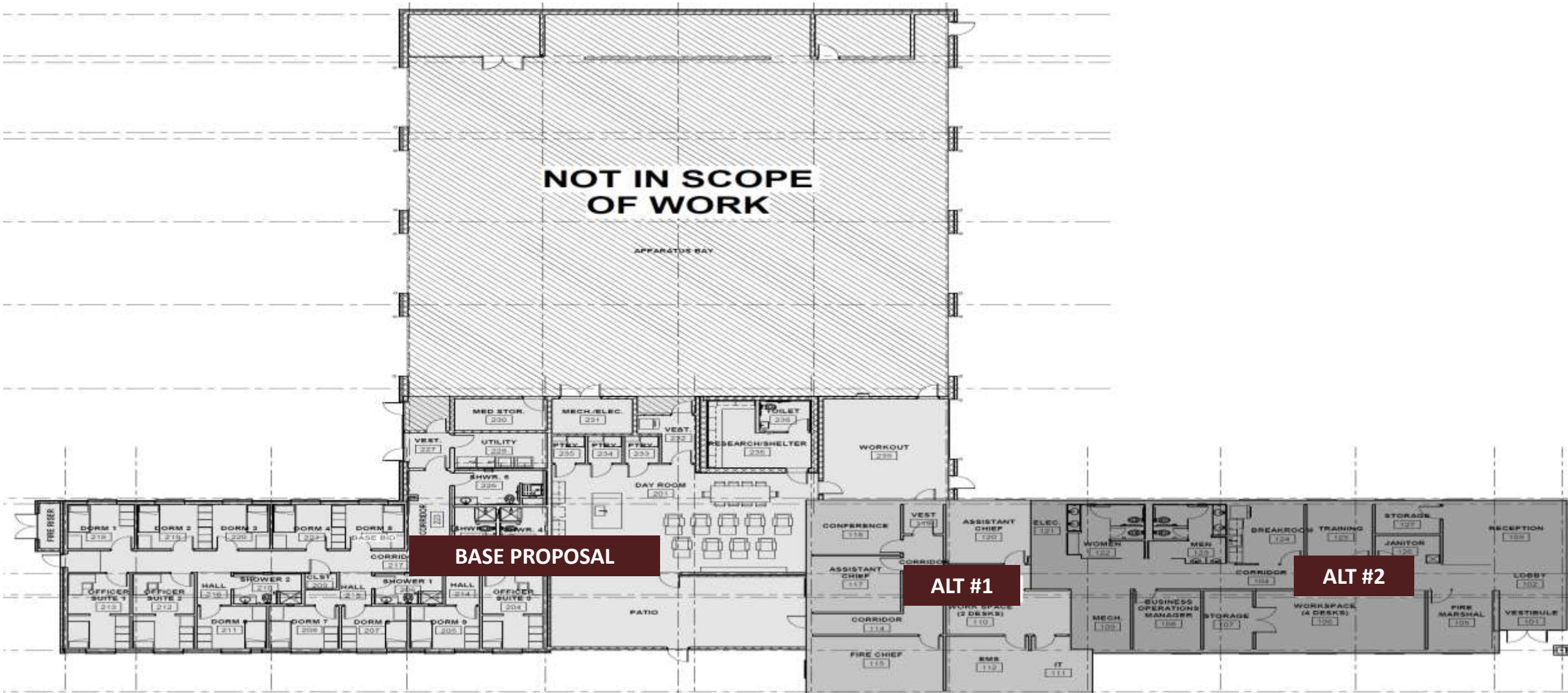


# Alternative #2:

- Fire Marshal
- Reception and Lobby Area
- 4 Workspaces
- Business Operations
- Breakroom
- Training Room
- Storage
- Restrooms



# Base Proposal, Alternate #1 and Alternate #2



# ***Base Bid***

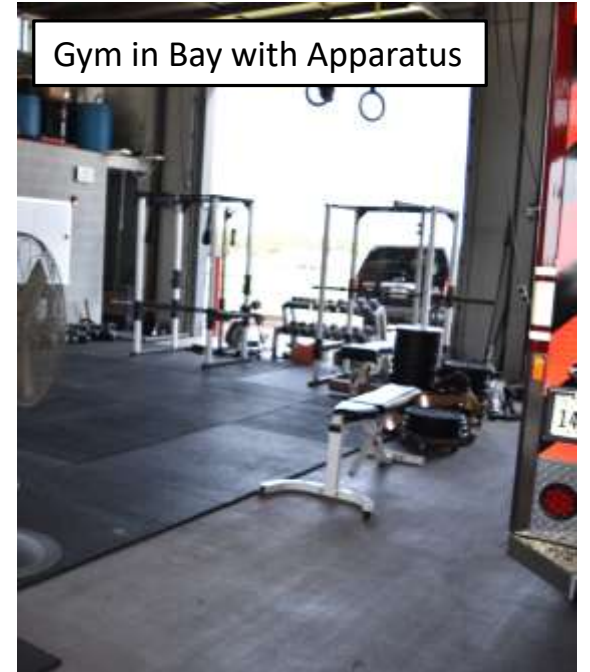
Rotting Wood



Bunk Room in Report Room

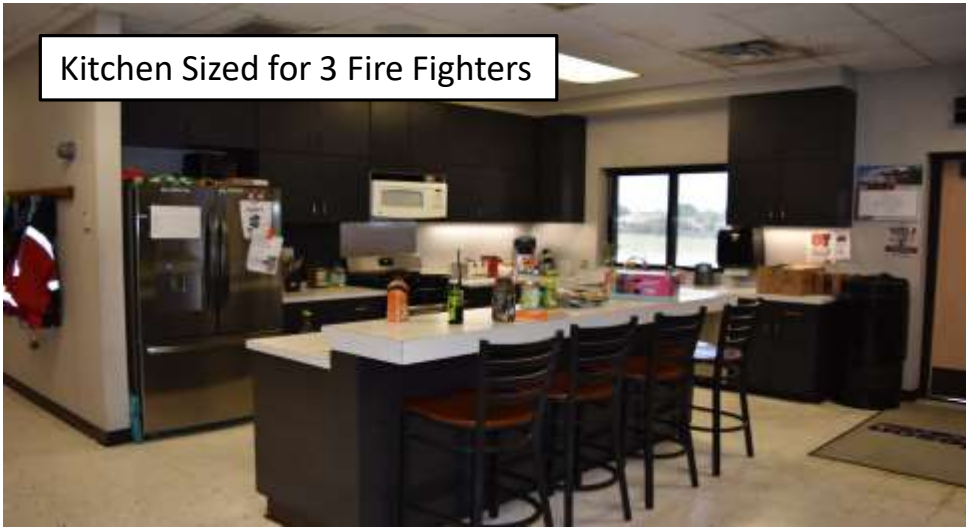


Gym in Bay with Apparatus



# Base Bid

Kitchen Sized for 3 Fire Fighters



Refrigerator's in Laundry Room



Inadequate Shower Space



Lockers in Hallway





Multi-Use  
Conference Room



EMS Equipment/Storage

Bunk/Storage

Conferences/Break Room

***Alternative #1***



# Alternative #1 & #2

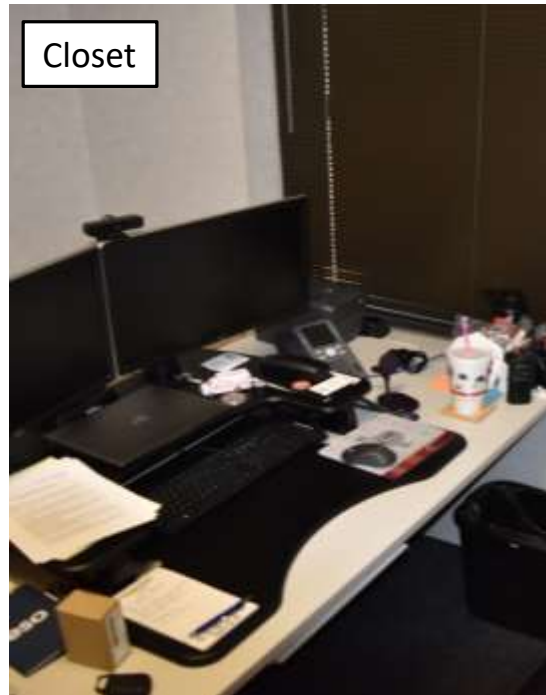
Copy Room



Fire Marshal Team  
in Conference Room



Closet



# Proposed Competitive Sealed Contract

**Project Advertisement**  
September 20, 2024



**Pre-Proposal Meeting**  
September 27, 2024

**Proposal Deadline**  
October 14, 2024



**Proposal Evaluations**  
November 01, 2024

**Competitive Sealed Contract  
Selection Recommendation**  
November 18, 2024





# Station #1 Remodel – Competitive Sealed Scoring



**Three (3) Proposals were received for the project**

**Evaluation Team Worked in Concert with City Purchasing:**

- Evaluation team: Chief Davis-Fire/EMS, John Butkus-Fire/EMS, Dean Tubbs-Vidaurri Management Group, Eric Oscarson/DCM
- Project team provided independent evaluations of each submission
- Evaluations were weighted based on the five criteria

Supplier	Total	Proposed Price	Firm Profile & Financial Capability	Key Personnel with Similar Experience	Comparable Experience	Compliance with RFCSP
	100 pts	45 pts	20 pts	15 pts	15 pts	5 pts
RJM Contractors, Inc.	96.87	44.87	19.00	13.00	15.00	5.00
Big Sky Construction Co.	82.80	39.05	17.50	10.50	11.00	4.75
Acumen Enterprises, Inc.	68.00	45.00	9.25	5.00	4.75	4.00

*Note: RFCSP = Request for Competitive Seal Proposal*

# Three Competitive Sealed Proposals Received



<b>Proposal's Received</b>	<b>Base</b>	<b>Alt #1</b>	<b>Alt #2</b>	<b>Total</b>
Acumen Enterprises, Inc.	\$ 3,495,937	\$ 278,131	\$ 563,850	\$ 4,337,918
RJM Contractors, Inc.	\$ 3,495,136	\$ 289,737	\$ 565,988	\$ 4,350,861
Big Sky Construction Co.	\$ 3,632,955	\$ 525,872	\$ 831,173	\$ 4,990,000

# Competitive Sealed Contract Recommendation

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## **The Evaluation Team Recommends:**

- Selection of RJM Contractors, Inc., to perform project construction for a best and final offer of (\$4,350,861)
  - Extensive Experience, particularly with Fire Station Construction, New Builds and Renovations
  - Proven Track Record with Fort Worth Fire Stations showing unique skills for the project
  - Staff has relevant Experience in Fire Station Construction, Superintendent has worked commercial jobs up to \$12M
  - Public Sector work has ranged from 18%-40% over the past 5 years

## **The Evaluation Team Recommends Constructing the Following:**

- Base Proposal – increase the living quarters from 3 bunks rooms to 9 bunk rooms and 3 officer quarters. Add required sprinkler system, provide five (5) showers and six (6) restrooms, required ICC 500 standard storm shelter, adequate dayroom, kitchen, workout area and patio (\$3,495,136)
- Alternative #1 – conversion of the current multi use room for Chief’s office, two Assistant Chief’s offices, two work spaces, and EMS office and Technology room (\$289,737)
- Alternative #2 – construction of Fire Marshal’s team area, reception and lobby area, 4 workstations, breakroom, Training and Finance offices, modernized restroom and storage (\$565,988)

# Competitive Sealed Proposal Recommendation



*Recommendation to accept the Base plan as designed, to include:*

- 9 Dorm Rooms,3 Officer Quarters
- Five (5) Showers
- Six (6) Restrooms
- ICC 500 Standard Storm Shelter (Required)
- Dayroom
- Kitchen
- Workout Space
- Patio

*Recommendation to accept the Alternative #1 as designed, to include:*

- Chief and Assistant Chief’s Offices
- Two (2) Workspaces
- EMS Office
- Technology Room

*Recommendation to accept the Alternative #2 as designed, to include:*

- Fire Marshal’s Office
- Reception and Lobby Area
- Four (4) Workspaces
- Deputy Director, Financial Services
- Breakroom
- Training Room
- Restrooms and Storage

**Section Comments**

Living quarters to accommodate current and future staffing. Current living quarters include five makeshift dorms and report writing rooms. Remodel will provide required living, workout space and the ICC 500 standard storm shelter.

Provides adequate space for Chief and Assistant Chief’s offices, EMS Chief/Staff and required I.T. infrastructure. Includes administrative/operational conference room.

Fire Marshal’s office (3 personnel) will move from the training room. Lobby area will be modified to accommodate citizens and administrative arrivals. Current administrative and training offices using the copy room and a closet. Proper space to be provided with remodel.

# Station #1 Remodel – Owner Furnished



Item Description	Budget \$
Technology - Network	73,240
Technology - Access Control and Security Cameras	81,201
Technology - G2 System	33,729
Technology - G2 Relocation & Installation of New Equipment	46,998
Dining Area Table and Chairs	5,500
Office Storage and Bookshelves	16,500
Office Furniture	41,360
Mattresses/Shower Curtains	13,750
Bunk Desk and Chairs	3,960
Furniture	26,400
Freezer	2,750
Water Machine	2,200
SCBA Fill Unit	52,800
Fitness Equipment	52,250
SCBA Storage	5,500
<b>Total Owner Furnished</b>	<b>\$ 458,138</b>
<i>Percent of Project</i>	<i>9.14%</i>

# Station #1 Remodel – Project Funding



*Current Project Funding Variance (unfavorable) is \$1,106,080*

CATEGORY	BASE	ALT #1	ALT #2	TOTAL
RJM PROPOSED	3,495,136	289,737	565,988	4,350,861
OWNER FURNISHED	400,278	40,502	17,358	458,138
<b>SUB TOTAL</b>	\$ 3,895,414	\$ 330,239	\$ 583,346	\$ 4,808,999
<b>BUDGET</b>	\$ 3,702,919	\$ (192,495)	\$ (522,734)	\$ (1,106,080)
<b>VARIANCE</b>	\$ (192,495)	\$ (522,734)	\$ (1,106,080)	\$ (1,106,080)

# Station #1 Remodel – Project Funding Options

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## Funding Options:

- Staff proposes two options for Council’s consideration to fund the additional cost needed to construct the base bid in addition to alt#1 and alt#2.
  - Through utilization of fund balance
    - FY2023/24 end of year projections place the general fund, fund balance with approximately \$1.0M balance over what was projected
    - While this is a viable option that would not modify our five year fund balance projections, it perpetuates the use of cash funding for capital projects
  - Issuance of Certificate of Obligation debt, through
    - Potential cost savings in recently bid projects
    - Reprioritization of existing capital project plan

# Station #1 Remodel – Options



**RECOMMENDED**

## **Approve**

Make a recommendation to approve of a construction contract with RJM Contractors Inc., for the remodel construction of Fire Station #1 in the amount of \$4,350,861.

## **Deny**

Make a recommendation to deny a construction contract with RJM Contractors Inc., for the remodel construction of Fire Station #1 in the amount of \$4,350,861.





Questions/  
Comments?

## **SECTION 3**

# **PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS**

The following minimum rates have been determined by the City of Burleson, Texas, in accordance with the statutory requirements and prevailing local wages:

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

**AFFIDAVIT**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who is known to me or who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is \_\_\_\_\_. I am of sound mind and capable of making this affidavit. "I am a \_\_\_\_\_ for the \_\_\_\_\_ which company entered into a contract on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct the **Fire Station 1 Renovations and Addition (FA2302)**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

\_\_\_\_\_  
AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For the State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

**SECTION 7**

STATE OF TEXAS§

**Contract**

COUNTY OF JOHNSON §

PROJECT NO. FA2302

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and

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hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**Fire Station 1 Renovations & Addition**

**City of Burleson Project No. FA2302**

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete the work within 60 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which FOUR MILLION, THREE HUNDRED FIFTY THOUSAND, EIGHT HUNDRED SIXY-ONE AND NO/100 DOLLARS (\$4,350,861.00) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER. If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not

theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Tax Identification Number:

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

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

\_\_\_\_\_  
Tommy Ludwig  
City Manager

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

**Corporate Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who is known to me or who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_, a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

**City Acknowledgement**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS §

**Performance Bond**

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

**THAT**

of the City of \_\_\_\_\_, County of \_\_\_\_\_

State of \_\_\_\_\_ hereinafter referred to as "PRINCIPAL," and

\_\_\_\_\_, a corporate surety/sureties organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of FOUR MILLION, THREE HUNDRED FIFTY THOUSAND, EIGHT HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$4,350,861.00), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**Fire Station 1 Renovation & Addition**

**City of Burleson Project No. FA2302**

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**NOW THEREFORE,**

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to

do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract. Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

PRINCIPAL

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

WITNESS

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

SURETY

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

**Payment Bond**

KNOW ALL BY THESE

PRESENTS:

THAT \_\_\_\_\_

of the City of \_\_\_\_\_, County of \_\_\_\_\_

State of \_\_\_\_\_ hereinafter referred to as "PRINCIPAL," and

\_\_\_\_\_, a corporate surety/sureties organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of FOUR MILLION, THREE HUNDRED FIFTY THOUSAND, EIGHT HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$4,350,861.00), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**Fire Station 1 Renovation & Addition**

**City of Burleson Project No. FA2302**

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and materials in the prosecution of the work provided for in the above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

PRINCIPAL

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

WITNESS

SURETY

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas, for delivery of notice and service of process is:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

**Maintenance Bond**

KNOW ALL BY THESE PRESENTS:

THAT \_\_\_\_\_  
of the City of \_\_\_\_\_, County of \_\_\_\_\_  
State of \_\_\_\_\_ hereinafter referred to as "PRINCIPAL," and

\_\_\_\_\_, a corporate surety/sureties organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of FOUR MILLION, THREE HUNDRED FIFTY THOUSAND, EIGHT HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$4,350,861.00), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**Fire Station 1 Renovation & Addition**

**City of Burleson Project No. FA2302**

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



WITNESS

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

PRINCIPAL

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

WITNESS

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

SURETY

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

# 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:  
2024-1238130

Date Filed:  
11/13/2024

Date Acknowledged:

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

RJM Contractors, Inc.  
Burleson, 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.**

FA2302  
Addition and Remodel of existing Fire Station #1 in Burleson, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Miller, RJ	Benbrook, TX United States	X	
	Turner, Cynthia	Benbrook, TX United States		X
	Browne, Trevor	Benbrook, TX United States		X

5 Check only if there is NO Interested Party.


**6 UNSWORN DECLARATION**

My name is TREVOR BROWNE, and my date of birth is [REDACTED]

My address is 766 Benbrook Parkway, Benbrook, Tx, 76126, US  
(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 13<sup>TH</sup> day of November, 2024.  
(month) (year)

  
Signature of authorized agent of contracting business entity (Declarant)

---

**City Council Regular Meeting**

**DEPARTMENT:** Capital Engineering Department  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** November 18, 2024

---

**SUBJECT:**

Consider approval of a construction contract for ITB 2025-001 with Reliable Paving, Inc. for the Summercrest Reconstruction project in the amount of \$1,304,737.32 with a project contingency of \$130,473.73 for a total of \$1,435,211.05. (WA2405) (Staff Contact: Eric Oscarson, Deputy City Manager)

**SUMMARY:**

Summercrest Drive was identified as a failed road as part of the street asset management plan and includes aging water and sewer infrastructure due for replacement. Staff identified the project as a prime candidate for reconstruction and the utilization of additional pavement rehabilitation funding and water/sewer funding.

The project includes reconstruction of Summercrest from NW of Nicole Dr to SE of Hillside Dr. The project includes the replacement of aging water and sewer infrastructure under portion of the roadway and the restriping of the entire roadway.

The project was advertised for construction bids beginning October 4, 2024, and opened October 31, 2024. Two bids were publicly opened on October 31, 2024, as summarized in the table below. Reliable Construction, Inc. provided the lowest responsible bid of \$1,304,737.32 for concrete pavement and \$1,151,698.30 for asphalt pavement. Based on longevity of concrete pavement to asphalt pavement and annualized cost, staff recommends utilizing concrete pavement.

Staff requests approval of an additional \$130,473.73 contingency for a total amount of \$1,435,211.05. This provides staff the ability to more quickly react to unexpected conditions arising during construction and reduce the potential for extending the inconvenience of property owners, businesses, and the traveling public due to construction activity.

The construction bids are based on a 120-calendar day contract period. Staff anticipates issuing Notice to Proceed to begin contract time in mid-December

<b>Bid Summary Table</b>			
Reliable Paving, Inc.- Concrete \$1,304,737.32	JR West Texas Concrete, LLC - Concrete \$1,645,713.73	Reliable Paving. Inc. - Asphalt \$1,151,698.30	JR West Texas Concrete, LLC – Asphalt \$1,465,293.39

**RECOMMENDATION:**

Consider approval of a construction contract for ITB 2025-001 with Reliable Paving, Inc. for the Summercrest Reconstruction project in the amount of \$1,304,737.32 with a project contingency of \$130,473.73 for a total of \$1,435,211.05.

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

**REFERENCE:**

N/A

**FISCAL IMPACT:**

**Budgeted:** Y  
**Fund Name:** Street Bond Fund  
**Full Account #s:** 4023101-70020  
**Amount:** \$1,000,000  
**Project No.:** WA2405

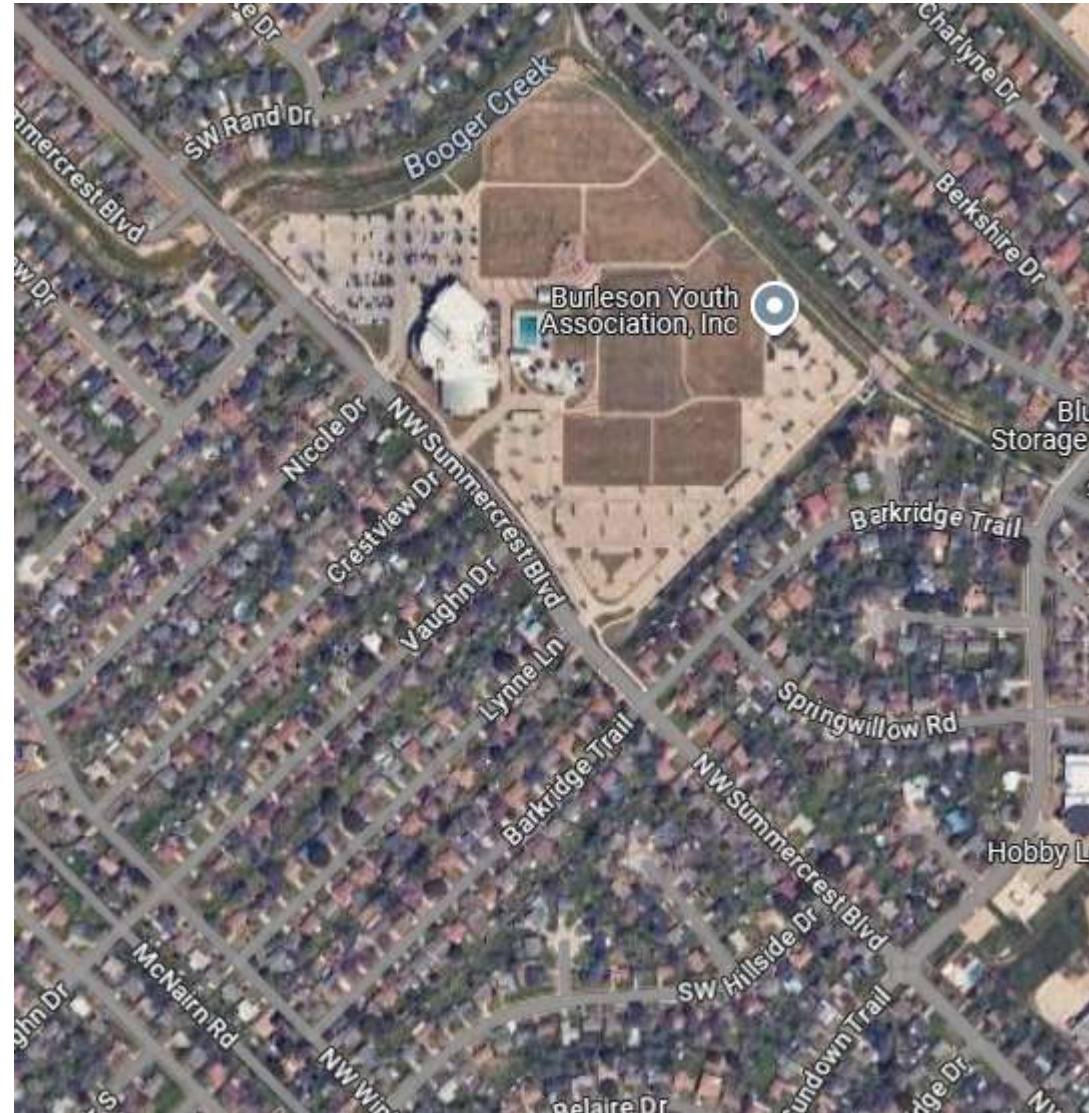
**Budgeted:** Y  
**Fund Name:** Water/Sewer Construction Fund  
**Full Account #s:** 5203101-70020  
**Amount:** \$650,000.00  
**Project No.:** WA2405

**STAFF CONTACT:**

Eric Oscarson, Deputy City Manager  
eoscarson@burlesontx.com  
817-426-9837

# Summercrest Reconstruction WA2405

November 18, 2024



# Project Overview

- Reconstruction of Summercrest from NW of Nicole Dr to SE of Hillside Dr
- Reconstruct with concrete pavement or asphalt pavement
- Includes water and sewer replacement for a portion of the project.
- Restriping of roadway
  
- Engineers Estimate - \$1,500,000

# Construction Bid Summary

- Invitation to bid issued with 2 submissions received
  - Reliable Paving
    - Concrete: \$1,304,737.32
    - Asphalt: \$1,151,698.30
  - JR West Texas Concrete, LLC
    - Concrete: \$1,645,713.73
    - Asphalt: \$1,465,293.39



# Concrete Vs. Asphalt

## Concrete

- Estimated Time to Reconstruction – 100 years
- Preventative Maintenance (PM) Schedule
  - Joint Sealing at 20 years
  - Small Repairs (5%) at 35 years
  - Medium Repairs (10%) at 52 years
  - Large Repairs (20%) at 65 years

## Asphalt

- Estimated Time to Reconstruction – 50 years
- Preventative Maintenance (PM) Schedule
  - Crack Seal at 7 years
  - Rejuvenator at 15 years
  - Microsurface at 25 years
  - Mill and Overlay at 38 years

Current City Design Standards require the installation of concrete roadways



# Concrete Vs. Asphalt

## Concrete

- Cost to Build - \$1,304,737.32
- Years to Replacement – 100
- Cost per year - \$13,047.37
- Annualized PM cost over 100 years – \$9,584.66
- Total Annual Investment - \$22,632.03

## Asphalt

- Cost to Build - \$1,151,698.30
- Years to Replacement – 50
- Cost per year - \$23,033.97
- Annualized PM cost over 50 years – \$9,084.04
- Total Annual Investment - \$32,118.01

# Contract Funding Summary

- \$1,000,000 - Street Bonds – Reimbursement Resolution approved this evening
- \$650,000 – Previously Issued Water/Sewer Bonds

# Project Timeline



# Recommended Council Action

Approve a bid award to Reliable Paving for the Summercrest Reconstruction project in the amount of \$1,304,737.32 with a project contingency of \$130,473.73 for a total of \$1,435,211.05.

# Questions / Discussion

Eric Oscarson, Deputy City Manager

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

817-426-9837

**SECTION NO. 7**

STATE OF TEXAS§

**Contract**

COUNTY OF JOHNSON §

PROJECT NO. WA2405

This Contract, made and entered into this 18TH day of NOVEMBER, 2024, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "Owner," and RELIABLE PAVING, INC.

---

hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**Summercrest Rehab (BRiCk to Hillside Dr.) Project**

**City of Burleson Project No. WA2405**

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by **City of Burleson** hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him or her and to

complete same within 120 calendar days after the date of written notice to commence work.

The Owner agrees to pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of ONE MILLION, THREE HUNDRED FOUR THOUSAND, SEVEN HUNDRED THIRTY-SEVEN AND 32/100 DOLLARS (\$1,304,737.32) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of Owner, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Owner reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy the cost to Owner of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

9/17/2024

Section No. 7  
Page 2

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of Owner in the performance of this Contract. No term or provision of, or act of Contractor or Owner under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

Owner and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither Owner nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of Owner.

It is further agreed that one or more instances of forbearance by the City in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burlson Businesses whenever such goods and services are comparable in availability, quality and price.



IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Tax Identification Number:

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

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

\_\_\_\_\_  
Tommy Ludwig  
City Manager

THE STATE OF TEXAS §

**Corporate Acknowledgment**

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_,  who is known to me or  who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or  who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_, a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

**City Acknowledgement**

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

# 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 CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> City of Burleson Burleson, TX United States	Certificate Number: 2024-1230057
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Reliable Paving, Inc.	Date Filed: 10/23/2024
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.**

WA2405  
 Summercrest Rehab (Brick to Hillside Drive)

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.**

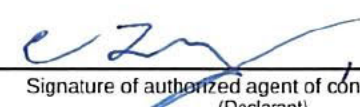
**6 UNSWORN DECLARATION**

My name is Charles Long, and my date of birth is [REDACTED].

My address is 1903 Payco Drive N, Arlington, TX, 76001, Tarrant.  
(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 30 day of October, 2024.  
(month) (year)

, C.E.O.  
 Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Community Services  
**FROM:** DeAnna Phillips, Director of Community Services  
**MEETING:** November 18, 2024

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**SUBJECT:**

Receive a report, hold a discussion and provide staff feedback on a proposed egret deterrent program. (*Staff contact: DeAnna Phillips, Director of Community Services*)

**SUMMARY:**

The purpose of this memo is to finalize options for utilizing the \$30,000 allocated in the FY 2024-2025 budget to address egret deterrent measures in Burleson, particularly focusing on the recently established egret rookery in the Shady Oaks area.

**Background:**

Egrets have formed significant rookeries within Burleson in recent years, with a major nesting site established in Shady Oaks in May 2024. These rookeries create multiple issues, including excessive noise, droppings that damage property, health concerns due to bacterial contamination, and long-term damage to trees and landscaping. The protected status of egrets under the Migratory Bird Treaty Act (MBTA) restricts interference once eggs are laid, making proactive deterrent measures crucial.

**Challenges:**

- No Interference Allowed: Once egrets begin nesting, federal law prohibits interference until the end of the breeding season, limiting options.
- Colonial Behavior: Egrets tend to return to the same nesting sites each year, often expanding their colonies, which exacerbates the problem over time.

**Mitigating Best Practices:**

Based on recommendations from U.S. Fish & Wildlife Services, the following best practices are advised:

- Landscaping and Pruning: Reducing available nesting trees by pruning or removing them in the non-breeding season.
- Exclusion Netting: Installing durable mesh netting over trees to prevent nesting.
- Laser Deterrence: Using low-power lasers to disrupt birds in low-light conditions.
- Noise Devices: Employing clappers, air horns, and other noise-making devices.
- Physical Deterrence: Using methods like spraying birds with water to encourage them to leave.

**Deterrent Funding Program:**

- Deterrent Kits for Residents: Providing kits that include air horns, streamers, and other deterrents to residents in affected areas.
- Purchasing Noise/Laser Deterrents: Expanding the city’s current noise deterrent inventory.
- Marketing Outreach: Expanding current efforts like door hangers and considering additional campaigns such as direct mail and public meetings to educate residents on upcoming egret seasons.
- Overtime: Increasing overtime for animal services staff to enact deterrent devices during dusk and dawn.

**OPTIONS:**

- 1) Move forward with the proposed deterrent options
- 2) Add additional funding options for deterrent program
- 3) Decline the proposed deterrent options\

**RECOMMENDATION:**

Staff recommends the proposed deterrent program.

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

City council received a report during their regularly scheduled meeting on October 4, 2024. The programs brought forward in this presentation are city council recommendations from the October 4 meeting.

**FISCAL IMPACT:**

Proposed total program: \$16,700

\$13,300 remains in the allocated fund for additional go-kits, noise & laser purchases, direct mail pieces or overtime.

**STAFF CONTACT:**

DeAnna Phillips  
Director of Community Services  
[dphillips@burlesontx.com](mailto:dphillips@burlesontx.com)  
817-426-9622



# Egret Deterrent Program

---

Presented to City Council on November 18, 2024

# Objective

Finalize the egret deterrent program to utilize the allocated funds in the FY 24-25 budget for addressing these needs.

# Protected Status

Egrets are **protected by the Migratory Bird Treaty Act (MBTA)**, making it illegal to harm or harass them once they are nesting. Therefore, early action and deterrence are crucial.





# Background


- **May 2024:** An egret rookery (colony of nests where dozens, sometimes hundreds, of egrets congregate) was established in May 2024 in the Shady Oaks area.
- **Summer 2024:** City assisted homeowners in mitigating mess from the egret rookery by spraying down and sweeping streets and removing dead birds.
- **October 9, 2024:** City hosted neighborhood meeting in Shady Oaks area.
- **October 21, 2024:** Staff presented options for egret deterrent methods in neighborhoods for council consideration.



# Review of Funding Options

**1** Reimbursement of habitat modification

**2** Reimbursement of netting exclusion

 **3** Buying and preparing deterrent go-kits for owners

 **4** Purchase of additional sound/laser machines

 **5** Additional marketing outreach

**6** Reduction in water bills

**7** Reimbursement for hiring a cleaning service

**8** Reimbursement for Oncor disconnect/reconnect fee

## Go-Kits Buying and preparing deterrent go-kits for owners

- **Kits would include**
  - Scary Eye Balloon
  - Air Horn
  - Jet Nozzle for Hose
  - Bird Scare Ribbon
  - Information on how to correctly use the contents
  - Information about the city's noise ordinance

From city's Code of Ordinance:

Method of noise measurement:

*Noise measurement shall be a minimum of 30 seconds in duration.*

Maximum sound levels *Single family zoning districts:*

*Allow for Daytime: 7:00 a.m. to 10:00 p.m. equal to or less than 70 dBA*

*Nighttime: 10:00 p.m. to 7:00 a.m., equal to or less than 60 dBA*



Approximately \$25 a kit  
100 kits = \$2,500



# Go-Kit Distribution Plan

- Offer the kit on a first come, first serve basis to the residents in the known egret nesting area.
- If staff is made aware of egrets in yards or trees of home through BTX 311 we will offer a kit to them as well.



# Why not Bird Bangers?

Bird Bangers pop with a very loud "BANG" that scares away pest birds and wildlife.

Bird Banger pyrotechnic launchers are fired from a hand held launcher, and will travel 50 - 75 feet before popping.

Actual range varies depending on firing angle and wind factor.

Bird Bangers are strictly regulated. The Federal Bureau of Alcohol, Tobacco and Firearms (ATF) requires that you complete a **Wildlife Control Statement** at the time you place your order.



# Noise Makers/Lasers

Purchase additional noise makers for **city use** in various neighborhoods that spot egrets

- **Proposed purchases:**
  - LP Gas Cannons R4 Radio Controlled & propane tank (\$1,455 a cannon)
  - Broadband Pro 4-Speaker Bird system (\$854.29 a piece)
  - Fly Away Laser (\$595 x 2)
  - Projector Laser Light Ground to Tree (\$29.59 x 5)



Approximately \$3,700



## Outreach Campaigns

- **Marketing enhancements include:**
  - Yard signs in the right-of-way in the area to alert them of upcoming egret seasons (approximately \$250-\$500)



Approximately \$500



# Overtime

- Overtime for animal control officers to patrol and enact deterrent devices.



Approximately \$10,000





## BTX 311

- Reporting tool for residents to notify animal services of egret sightings.

## Internal Communications

- Education campaign for city employees on what egrets are and how to report them.



No cost associated with these programs



# Budget

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- Proposed total program: **\$16,700**
- \$13,300 remains in the allocated fund for additional go-kits, noise & laser purchases, direct mail pieces or overtime.

# Program Consideration

---

- Council's thoughts on the proposed program?
- Are there any other options council would like to consider?
- The program is designed to operate administratively under the city manager's oversight.
- This structure ensures flexibility, allowing adjustments to funding based on the City Council's recommendations throughout the year as needed.

# Next Steps

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- If council approves tonight, staff will begin preparing go-kits with a goal to distribute in December 2024.

# Staff Contact

DeAnna Phillips  
Director of Community Services  
[dphillips@burlesontx.com](mailto:dphillips@burlesontx.com)  
817-426-9662

---

**City Council Regular Meeting**

**DEPARTMENT:** Fire/EMS Department  
**FROM:** Casey Davis, Fire Chief  
**MEETING:** November 18, 2024

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction on the purchase of two ambulances (*Staff Contact: Casey Davis, Fire Chief*)

**SUMMARY:**

The purchase of two ambulances is needed to enhance Burleson Fire/EMS capabilities, with one unit designated as a future frontline MICU transportation vehicle. This unit's timeline for full deployment will be guided by UHU% metrics. The second unit will serve in a reserve role, ensuring continued reliability and support for the department's EMS needs.

The chassis and ambulance boxes will be sourced through a cooperative purchasing agreement with Southern Emergency & Rescue Vehicle Sales under Buyboard Vendor Contract #650-21 for \$832,660. In collaboration with the City's Fleet Services, Technology Department, and third-party vendors, Fire/EMS will oversee the acquisition and installation of all necessary equipment, bringing the total estimated cost of two fully equipped units to \$1,325,292.

Additionally, the department recommends applying for funding through the Assistance to Firefighters Grant (AFG) as a possible financial resource for this purchase, should the grant be awarded.

**RECOMMENDATION:**

Proposal review only. Fire/EMS will take the final proposal to Council during the first quarter 2025.

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

None

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Casey Davis  
Fire Chief  
[cdavis@burlesontx.com](mailto:cdavis@burlesontx.com)  
817-426-9173



# Ambulance Purchase

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CITY COUNCIL PRESENTATION

NOVEMBER 18, 2024





# Ambulance Transport: *First-Year Overview*

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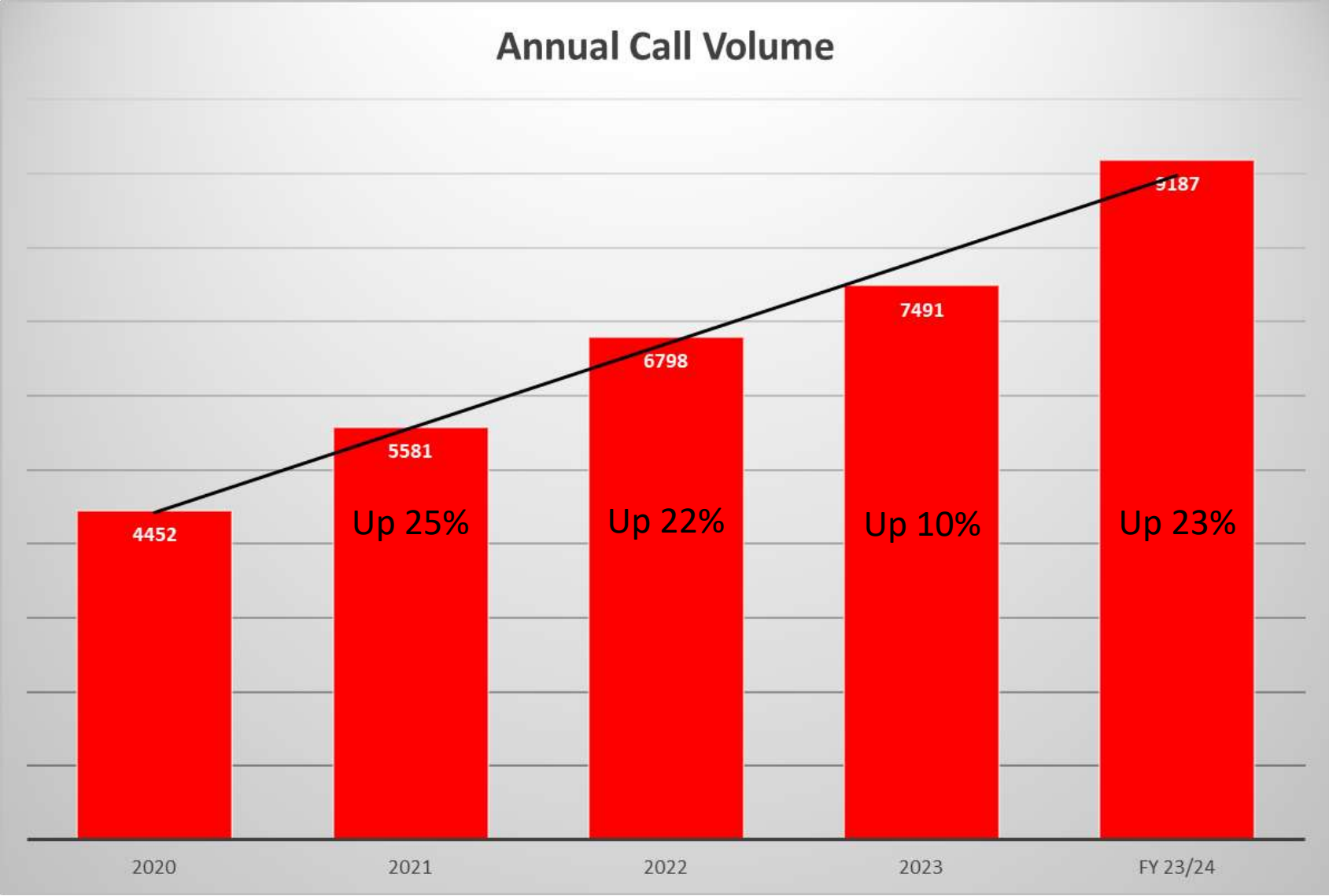
## Key Achievements:

- Successful Fire Crew Transition
- *Operational Impact:* Responded to 6,881 medical calls; high Unit Hour Utilization (Slide 9)
- *Improved Outcomes:* Faster response times, better patient care continuity
- *Efficiency:* Dual-role firefighter/paramedics increased operational effectiveness

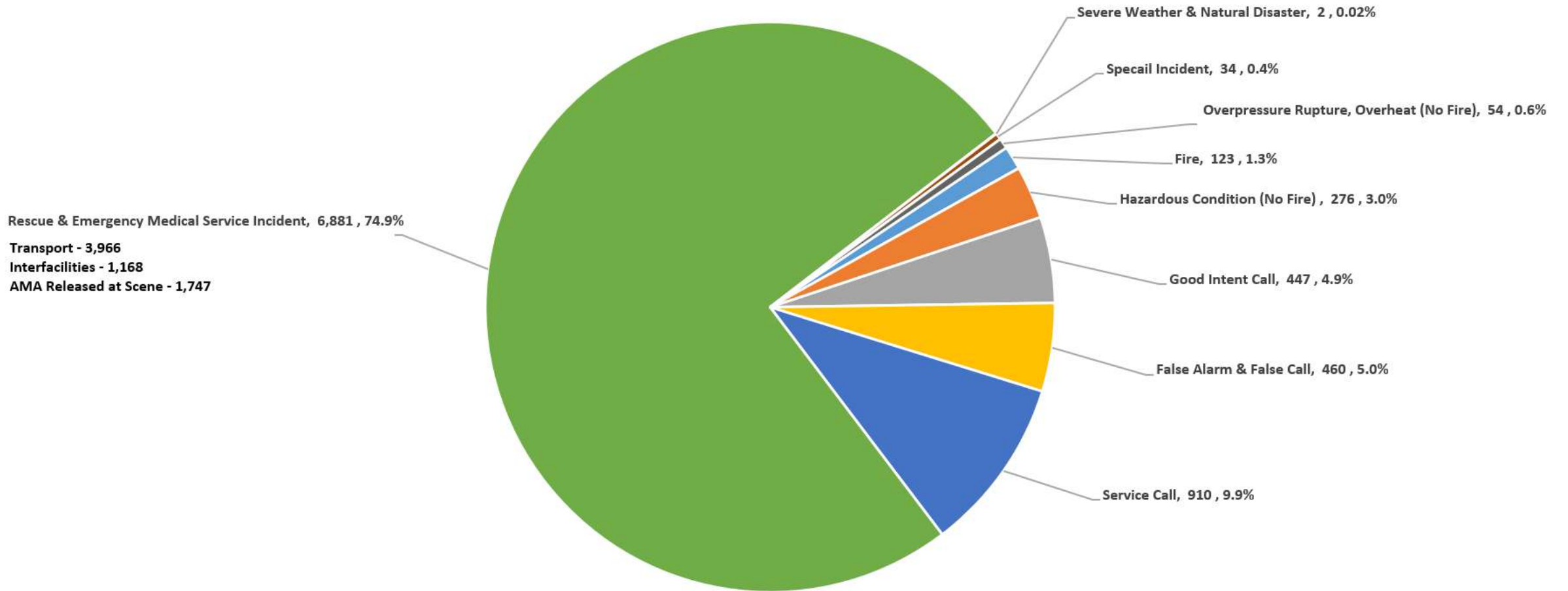
## Challenges:

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

# Annual Call Volume

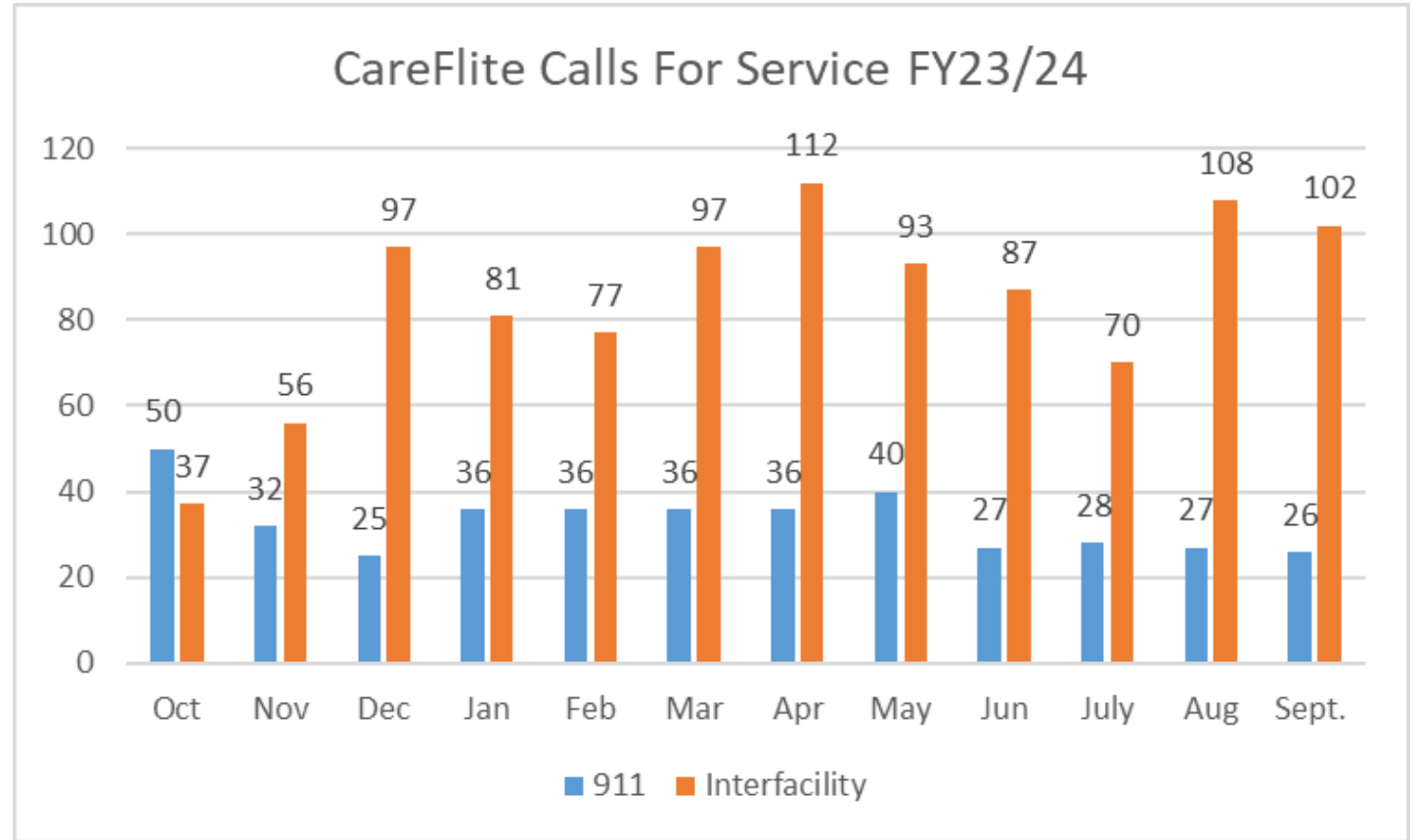


## Calls by Type, Count and Percentage



**CareFlite Automatic Aid (FY23/24)**

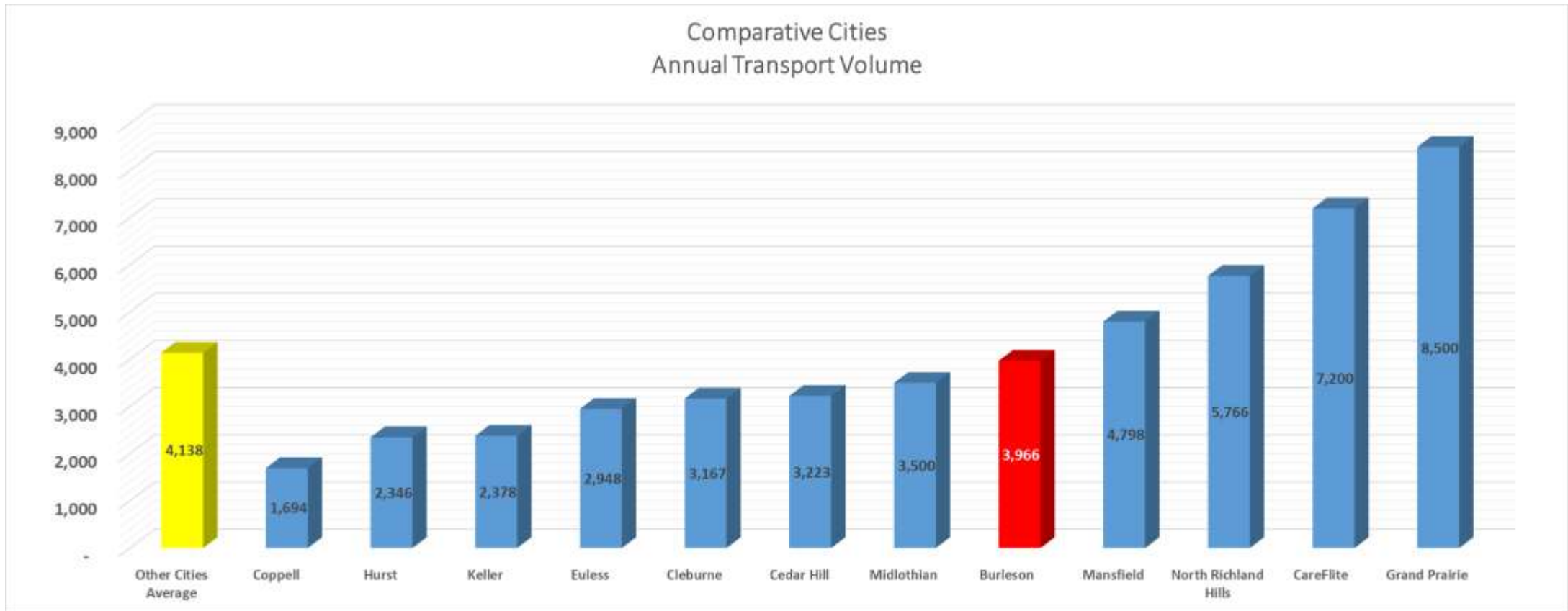
- **911 Emergency Calls: 399**
- **Interfacility Transports: 1,017**
- **Total Calls: 1,416**



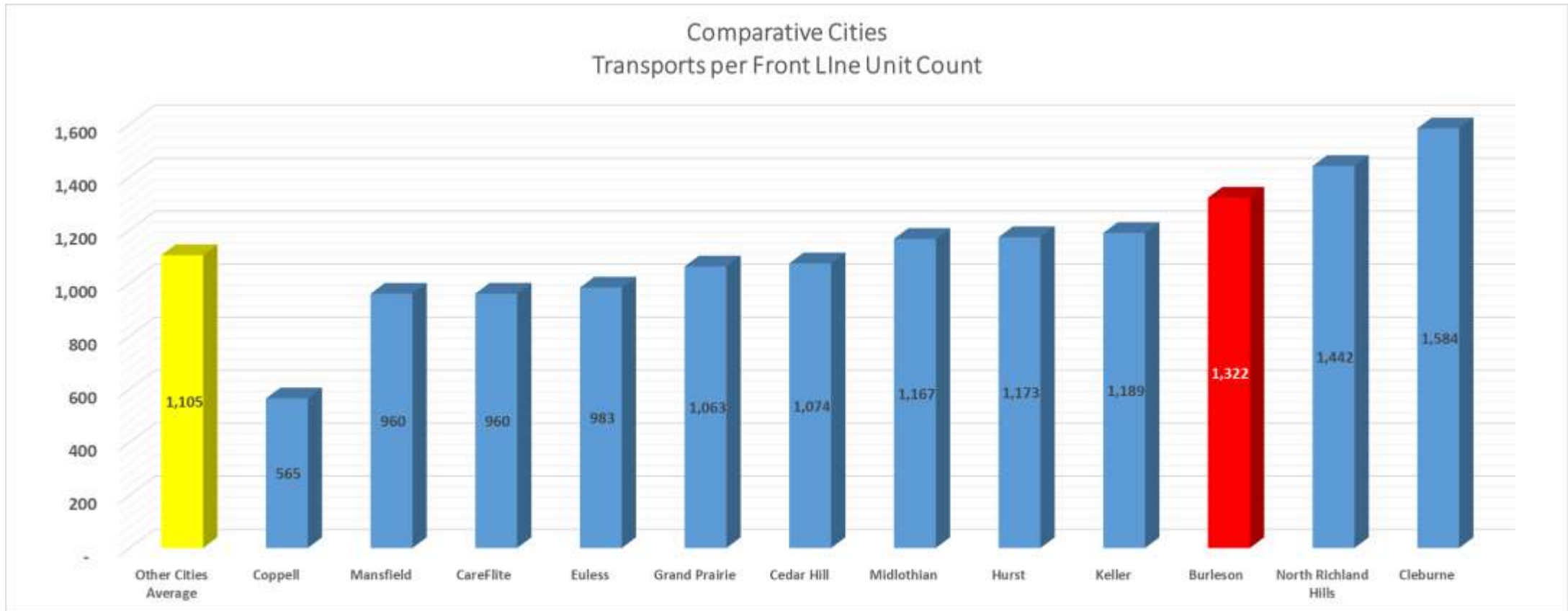
# Comparable Cities

City	# Front-line Amb.	# of Reserve Amb.	Transport Volume	Transport Volume per Amb	# of Station Posting Locations
Cedar Hill	3.0	1.0	3,223	1,074	4.0
Cleburne	2.0	3.0	3,167	1,584	3.0
Coppell	3.0	1.0	1,694	555	4.0
Eules	3.0	2.0	2,948	982	3.0
Grand Prairie	8.0	4.0	8,500	1,062	10.0
Hurst	2.0	2.0	2,346	1,173	3.0
Keller	2.0	1.0	2,378	1,189	3.0
Mansfield	5.0	3.0	4,798	960	5.0
Midlothian	3.0	2.0	3,500	1,167	3.0
North Richland Hills	4.0	3.0	5,766	1,441	5.0
The Colony	3.0	NOT REPORTED	NOT REPORTED	NOT REPORTED	5.0
CareFlite	7.5	7.5	7,200	960	8.0
Burleson	3.0	1.0	3,966	1,322	3.0
Average	3.7	2.3	4,124	1,122	4.5

### Comparative Cities Annual Transport Volume



### Comparative Cities Transports per Front Line Unit Count



# Key Ambulance System Indicators

## Average per Unit Transport Volume < 1,500

- Current Transports FY2023/24 - 3,966 Average 1,322 per Unit

## Unit Hour Utilization (UHU) < 30%

### Current UHU

- Medic 1 22.20%
- Careflite 21.40%
- Medic 16 17.20%
- Medic 3 16.60%

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

- Medic 1, 16, 3 - 25.8%

## Average Unit Dispatched to In-Service < 60

- Current FY2023/24 Average 52.9 Minutes

Source: Fitch and Associates UHU < 30% industry standard

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





# Reserve Capacity

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

## Increased Capacity Improves Service

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

# Recap: Need for Additional Ambulances

## **Long Lead Time for Delivery:**

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

## **Growing Demand for Ambulance Services:**

- Call volume increased by 23% over the past year and has more than doubled in five years.
- Demand is outpacing population growth, creating an urgent need for additional resources.

## **Capacity Concerns:**

- With current growth trends, a 4th ambulance will soon be essential to meet service demand.
- Having adequate fleet size will allow us to keep pace with unpredictable call volume increases.
- If CareFlite were to exit the current system, UHU would rise to 25.08%. According to Fitch & Associates, additional capacity should be considered before UHU reaches 30%.

## **Insufficient Reserve Capacity:**

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

## **Reserve Equipment Availability:**

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

## **Flexible Payment Timing:**

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



## Proposal Consideration

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

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

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1- Unit to provide redundancy for reserve capacity

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Purchase from: Southern Emergency & Rescue Vehicle Sales through a cooperative purchasing agreement with Buyboard Vendor Contract #650-21 in the amount of \$832,660

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

## Key Features/Specifications

A 14-foot patient compartment optimized to provide staff with ample space for maneuvering while attending to critical patients.

**Rear Suspension:** LiquidSpring self-contained hydraulic system enhances safety and delivers a smoother ride for both patients and crew.

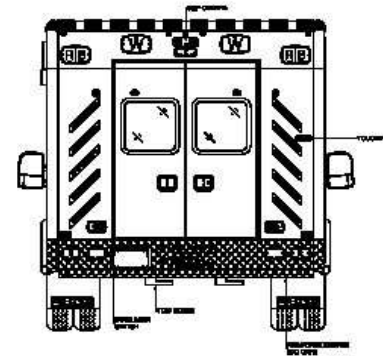
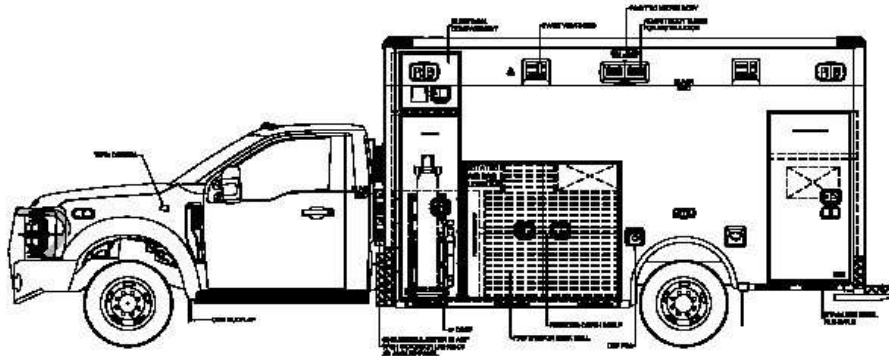
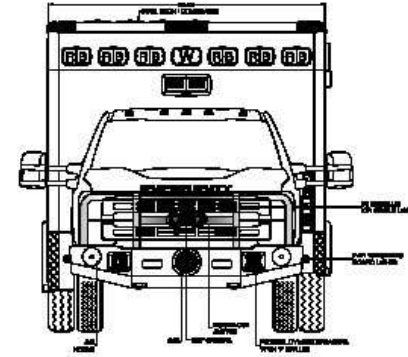
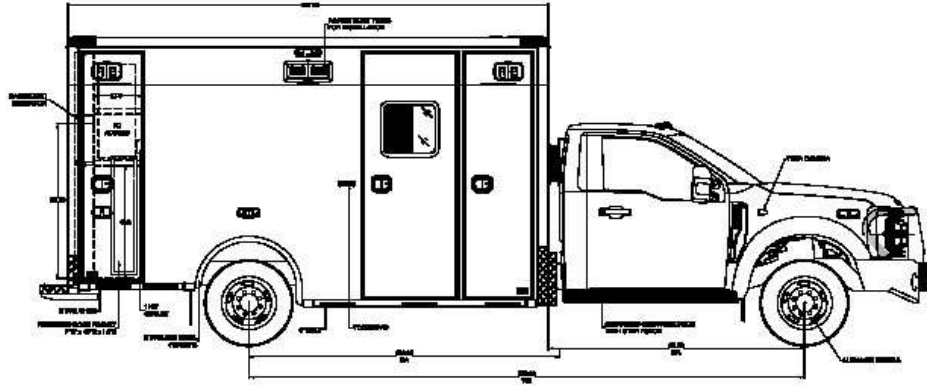
**Anti-Theft System:** Built-in security features to prevent unauthorized access.

**360-Degree Camera System:** Provides comprehensive visibility around the vehicle for improved safety and situational awareness.

**CoolTech Roof A/C and Danhard A/C System:** Paired with an advanced insulation package, these systems are designed to maintain optimal temperature control, particularly in hot climates.

**O2 Bottle Lift System:** Improves crew safety by assisting with the lifting and loading of large oxygen bottles.

603 PASS THROUGH  
FORD CHASSIS



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

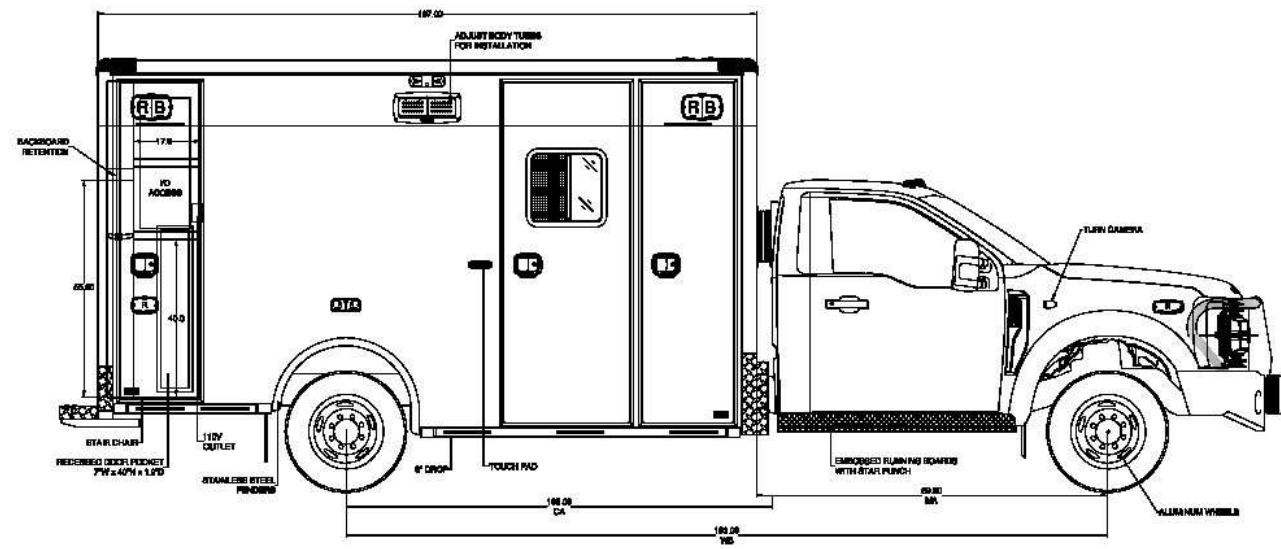
SPECIFICATION DRAWING

# BURLESON FIRE/EMS

9036

	REV.
DRAWN BY: CMB	10/08

## 603 PASS THROUGH FORD CHASSIS



COMPT	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
CB REAR	83.70	80.13	20.36	16.09	79.16
CB FWD				22.12	85.16

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

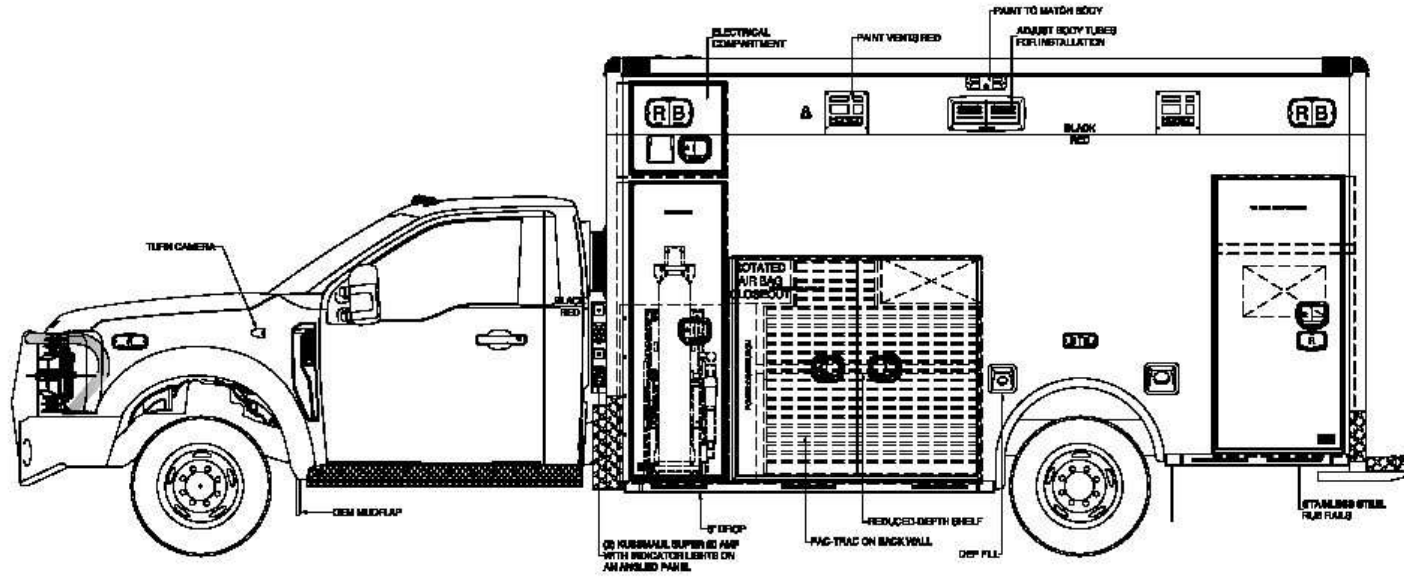
# SPECIFICATION DRAWING

# BURLESON FIRE/EMS

9036

	REV.
DRAWN BY: CMB	12/2011

## 603 PASS THROUGH FORD CHASSIS

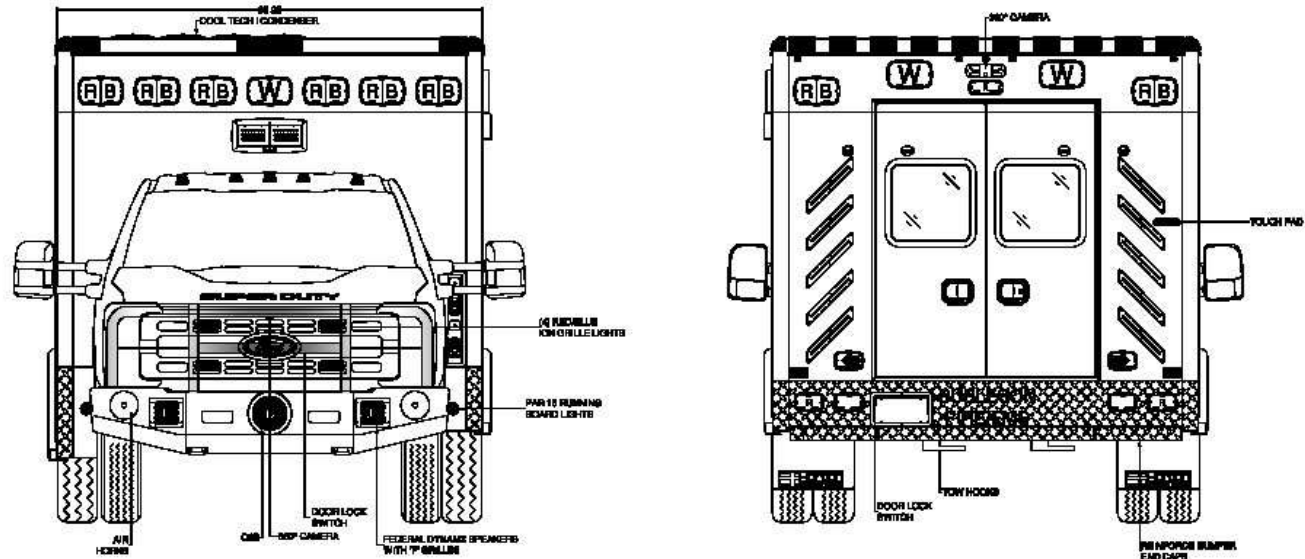


COMP.	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
SS FWD	84.05	85.13	20.36	19.74	83.18
SS INT	85.00	49.60	20.36	21.00	48.37
SS REAR	80.65	81.00	20.36	20.00	68.37

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

# SPECIFICATION DRAWING

803 PASS THROUGH  
FORD CHASSIS



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

SPECIFICATION DRAWING





Ambulance Acquisition

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

## Future Staffing Plan Considerations

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

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

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

# Equipment Replacement Fund(s) Reanalysis

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- During FY2024/25 budget development City management did not provide a five year forecast for the equipment replacement funds (general and proprietary)
- Intention was to develop a strategy to ensure adequate funding for the life cycle replacement of the cities fleet
- Strategies are to include:
  - Modifications to replacement criteria and schedule
  - Issuance of debt in lieu of cash funding for equipment beyond a certain target amount (general govt. equipment within the five year planning horizon would require modifications to existing CIP)
  - Re-evaluation of equipment on the replacement schedule
- Staff anticipates presenting an update on the equipment replacement strategy in December/January
- The presentation of large equipment purchases, including the two proposed ambulances, will be scheduled to follow the Equipment Replacement Fund presentation.

# Assistance to Firefighters Grant (AFG) Proposal for Ambulance Purchase

## Grant Opportunity Overview:

**Program:** Assistance to Firefighters Grant (AFG)

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

**Grant Focus:** Ambulances listed as a high priority for funding

### Key Details:

**Funding Split:** 90/10 Cost Split

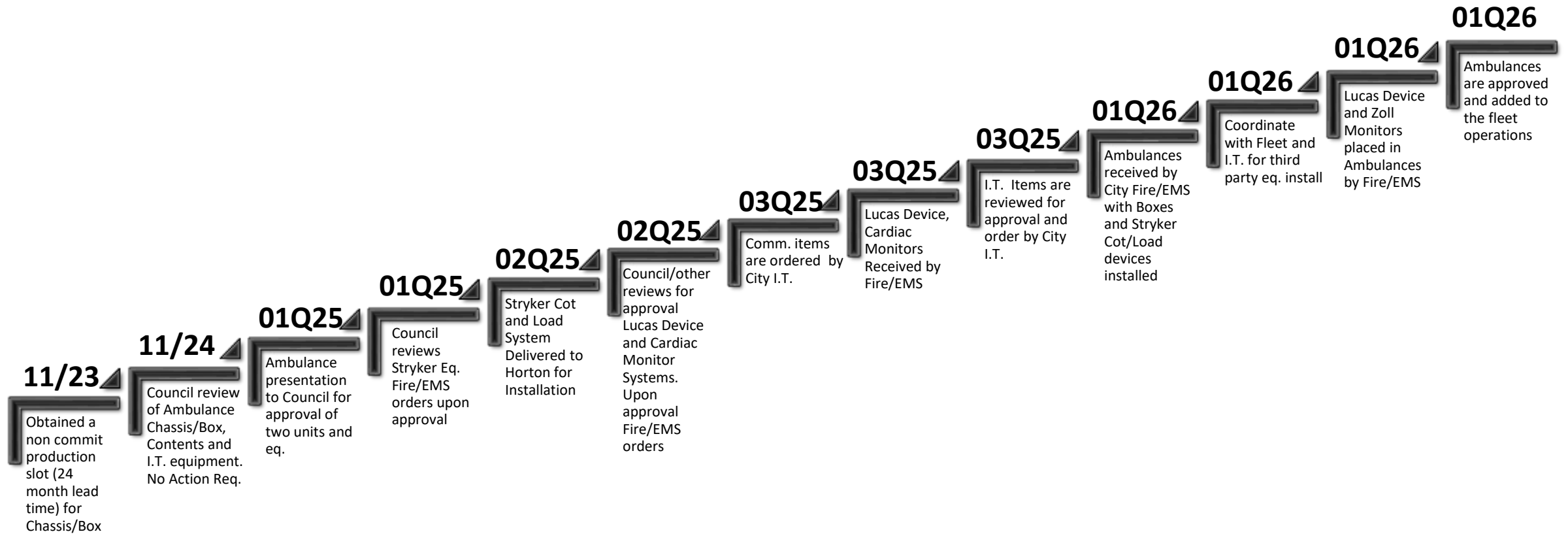
- **AFG Coverage:** Up to \$1,000,000 (90%)
- **City's Responsibility:** 10% of total cost

**Application Window:** November 12 - December 20, 2024

### AFG Additional Evaluation Criteria for Vehicle Grants:

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

# Ambulance Order to Delivery Timeline (Calendar Basis)



No Action  
Required

Staff seeks direction from the Council on the purchase of two ambulances

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## City Council Regular Meeting

**DEPARTMENT:** Finance  
**FROM:** Harlan Jefferson, Deputy City Manager  
**MEETING:** November 18, 2024

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction regarding the impact of the Tarrant Appraisal District (TAD) and Central Appraisal District of Johnson County's Reappraisal Plans for 2025-2026. (Staff Contact: Harlan Jefferson, Deputy City Manager)

**SUMMARY:**

On September 9, 2024, a public hearing was held on the proposed appraisal plan for 2025-2026 for the Central Appraisal District of Johnson County (JCAD). After the public hearing, the board of directors unanimously adopted the plan. The plan is intended to provide a better understanding of JCAD's responsibilities and appraisal activities throughout the business year. The TAD board of directors also adopted a similar reappraisal plan.

**The JCAD Board of Directors has instructed the chief appraiser to do the following:**

- Adjust the reappraisal cycle from every year to every three years
- JCAD will not raise market values without clear and convincing evidence by the Texas Property Tax Code 23.01(e)
- Sustain 2024 values for the 2025 and 2026 tax years
  - o Except for properties that are required to be looked at annually, such as:
    - ✓ Business Personal Properties through renditions
    - ✓ Mineral Properties
    - ✓ Utility Properties
    - ✓ Industrial Properties
- The following requires a JCAD Board of Directors action and approval:
  - o Reappraisal due to changing markets; or
  - o Reappraisal in response to the state study; or

o Reappraisal if property values decrease substantially

- Analyze appraised values
- The appraised value of a residence homestead (HS Cap Loss) is below the market value and must be raised as required by the Texas Property Tax Code 23.23
- The appraised value of a property qualified for the Circuit Breaker is below the Market Value and must be raised as required by the Texas Property Tax Code 23.231
- To provide for new property or improvements and property that escaped taxation (omitted property) as required by the Texas Property Tax Code 25.21 or if the property escaped reappraisal during the previous reappraisal cycle
- Continue to follow USPAP guidelines as required by the Texas Property Tax Code

**The TAD Board of Directors has instructed the chief appraiser to do the following:**

- The Board of Directors for the 2025 tax year has instructed the chief appraiser to hold residential values at the 2024 final values except for properties with new construction or new Improvement value.
- Additionally, residential properties will only be reappraised in odd years to coincide with the property value study starting in 2027. All other property types will be reappraised annually.
- The district will continue to work residential accounts as normal to allow for reporting on the impacts of the plan compared to a full reappraisal.
- Section 23.23 Limitation on Appraised Value of Residence Homestead will not be affected by non-reappraisal years. Appraised values will continue to increase 10% if the property has a homestead cap until it meets the market value.
- Certain properties must still be appraised annually, including:
  - ✓ All Commercial Properties
  - ✓ Business Personal Properties (through renditions)
  - ✓ Mineral Properties
  - ✓ Industrial Properties
- Monthly ratio studies for residential property will be conducted to monitor the impact of the market conditions on values.
- Ratios that fall outside the Property Value Study margin of error of 5% will be brought to the board of directors in March 2025 prior to appraisal values being concluded and appraisal notices generated.
- Though market analysis is being conducted, the board has required the district to only change residential values in upcoming years with clear and convincing evidence if the calculated market value exceeds a 5% increase.



As TAD and JCAD progresses into the actual reappraisal process, they reserve the right to modify the plan as necessary to meet the requirements as set forth in the Texas Property Tax Code

**RECOMMENDATION:**

Staff recommends that the Committee discuss the Reappraisal Plans and develop a recommendation regarding the average growth rate of taxable property value of the City of Burleson.

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Harlan Jefferson  
Deputy City Manager  
[hjefferson@burlesontx.com](mailto:hjefferson@burlesontx.com)  
817-426-9651

# TAD and JCAD Reappraisal Plans

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PRESENTED TO THE CITY COUNCIL ON  
NOVEMBER 18, 2024

# TAD & JCAD Reappraisal Plan

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## Roadmap

- CADs Purpose and Function
- Legislative Background
- CADs Core Responsibilities
- Purpose of a Reappraisal Plan
- Appraisal Frequency: Key Changes
- Properties Requiring Annual Review
- Sustaining 2024 Values
- Board Approval Requirements
- Projected Fiscal Impact

# CADs Purpose and Function

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- Central Appraisal Districts (CADs) are responsible for the **local property tax appraisal** and **exemption administration** for all taxing units within their jurisdiction.
- Their mission is to ensure **fair and equitable property valuations** that form the basis for local tax collections used for public services.

# Legislative Background

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- CADs were created as a result of the Texas Property Tax Code, enacted in 1980, to provide uniform appraisals for taxation.
- Before CADs, taxing units appraised properties independently, leading to inequalities and inconsistencies in property values.
- CADs help ensure transparent and standardized appraisals across different areas and taxing units.

# CADs Core Responsibilities

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- Appraise all real and personal property within the district.
- Determine eligibility for tax exemptions (e.g., homestead, agricultural, and veteran exemptions).
- Produce property valuations that are used by school districts, cities, and counties to levy taxes.

# Purpose of a Reappraisal Plan

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- The reappraisal plan outlines the timing and processes used by the district to conduct property reappraisals in compliance with the Texas Property Tax Code.
- It ensures that property values are kept accurate, current, and equitable.

# TAD Appraisal Frequency: Key Changes

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- TAD Board of Directors has made key changes:
  - The Board of Directors for the 2025 tax year has instructed the chief appraiser to hold residential values at the 2024 final values except for properties with new construction or new Improvement value.
  - Additionally, residential properties will only be reappraised in odd years to coincide with the property value study starting in 2027. All other property types will be reappraised annually.
  - The district will continue to work residential accounts as normal to allow for reporting on the impacts of the plan compared to a full reappraisal.
  - Section 23.23 Limitation on Appraised Value of Residence Homestead will not be affected by non-reappraisal years. Appraised values will continue to increase 10% if the property has a homestead cap until it meets the market value.



# TAD Properties Requiring Annual Review

---

- Certain properties must still be appraised annually, including:
  - All Commercial Properties
  - Business Personal Properties (through renditions)
  - Mineral Properties
  - Industrial Properties

# TAD Performance Analysis - Studies

---

- Monthly ratio studies for residential property will be conducted to monitor the impact of the market conditions on values
- Ratios that fall outside the Property Value Study margin of error of 5% will be brought to the board of directors in March 2025 prior to appraisal values being concluded and appraisal notices generated.
- Though market analysis is being conducted, the board has required the district to only change residential values in upcoming years with clear and convincing evidence if the calculated market value exceeds a 5% increase.

# JCAD Appraisal Frequency: Key Changes

---

- JCAD Board of Directors has made key changes:
  - Reappraisal cycle moved from annually to every three years.
  - Market values will not be raised unless supported by clear and convincing evidence per the Texas Property Tax Code 23.01(e).

# JCAD Properties Requiring Annual Review

---

- Certain properties must still be appraised annually, including:
  - Business Personal Properties (through renditions)
  - Mineral Properties
  - Utility Properties
  - Industrial Properties

# JCAD Sustaining 2024 Values

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- Property values set in 2024 will be sustained for both the 2025 and 2026 tax years, with the following exceptions:
  - Changes to homestead property values (Texas Property Tax Code 23.23).
  - Properties qualifying under the Circuit Breaker provision (Texas Property Tax Code 23.231).

# JCAD Board Approval Requirements

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- Reappraisal can only occur if:
  - There are significant market changes.
  - In response to the state study results.
  - Property values decrease substantially.

# JCAD Annual Review Process

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- Even with the change to a three-year cycle, the district will continue to:
  - Conduct field inspections and analyze data.
  - Make adjustments for new properties and those that escaped prior reappraisal.
  - Comply with the Uniform Standards of Professional Appraisal Practice (USPAP) guidelines.

# Summary of Changes

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- The to the reappraisal cycle will streamline operations while maintaining compliance with legal requirements.
- Exceptions ensure high-value and complex properties are appraised annually.
- Boards must approve any further changes or reappraisals due to market fluctuations.



# General Fund Forecast

	FY 22-23 Actual	FY 23-24 Adopted	FY 23-24 Revised	FY 23-24 Year-End	FY 24-25 Proposed	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
<b>Beginning Fund Balance*</b>	<b>\$21,924,165</b>	<b>\$ 18,495,600</b>	<b>\$ 18,495,600</b>	<b>\$ 19,606,713</b>	<b>\$ 17,421,851</b>	<b>\$ 18,226,759</b>	<b>\$ 18,376,568</b>	<b>\$ 17,398,179</b>	<b>\$ 16,506,818</b>
Property Tax	\$23,636,639	\$ 26,745,080	\$ 26,745,080	\$ 27,160,500	\$ 28,465,390	\$ 30,030,986	\$ 31,682,691	\$ 33,425,239	\$ 35,263,627
Sales Tax	\$14,902,992	\$ 15,394,411	\$ 15,394,411	\$ 15,052,022	\$ 15,503,578	\$ 15,968,685	\$ 16,447,746	\$ 16,941,178	\$ 17,449,413
Other Revenue	\$13,963,477	\$ 15,861,607	\$ 15,861,607	\$ 15,972,259	\$ 18,428,035	\$ 17,241,814	\$ 16,315,652	\$ 16,415,379	\$ 16,525,633
<b>Total Revenue</b>	<b>\$52,503,108</b>	<b>\$ 58,001,098</b>	<b>\$ 58,001,098</b>	<b>\$ 58,184,781</b>	<b>\$ 62,397,003</b>	<b>\$ 63,241,486</b>	<b>\$ 64,446,088</b>	<b>\$ 66,781,796</b>	<b>\$ 69,238,673</b>
Base Expenses	\$54,042,859	\$ 58,572,604	\$ 59,221,693	\$ 58,820,723	\$ 60,635,025	\$ 61,932,599	\$ 64,564,681	\$ 66,937,283	\$ 69,250,912
Incentives (ED)	\$ 1,888,814	\$ 1,200,000	\$ 948,920	\$ 948,920	\$ 957,070	\$ 1,159,077	\$ 851,297	\$ 727,374	\$ 704,418
Cash Funding Projects	\$ -	\$ 1,400,000	\$ 600,000	\$ 600,000					
<b>Total Expenditures</b>	<b>\$55,931,673</b>	<b>\$ 62,347,861</b>	<b>\$ 60,770,613</b>	<b>\$ 60,369,643</b>	<b>\$ 61,592,095</b>	<b>\$ 63,091,676</b>	<b>\$ 65,415,978</b>	<b>\$ 67,664,657</b>	<b>\$ 69,955,330</b>
Change in Fund Balance	<b>\$ (3,428,565)</b>	<b>\$ (4,346,763)</b>	<b>\$ (2,769,515)</b>	<b>\$ (2,184,862)</b>	\$ 804,908	\$ 149,810	<b>\$ (969,890)</b>	<b>\$ (882,861)</b>	<b>\$ (716,657)</b>
<b>Ending Fund Balance</b>	<b>\$18,495,600</b>	<b>\$ 14,148,837</b>	<b>\$ 15,726,085</b>	<b>\$ 17,421,851</b>	<b>\$ 18,226,759</b>	<b>\$ 18,376,568</b>	<b>\$ 17,406,679</b>	<b>\$ 16,515,318</b>	<b>\$ 15,790,161</b>
FB % of Expenditure	33.07%	22.69%	25.88%	28.86%	29.59%	29.13%	26.61%	24.41%	22.57%

# Reappraisal Fiscal Impact (O&M Property Tax Revenue)

O&M Property Tax Revenue	2025	2026	2027	2028	2029
Five Year Forecast Property Tax Revenue (@ 5.5% Growth Rate)	-	\$30,030,986	\$31,682,691	\$33,425,239	\$35,263,627
Revised Five Year Forecast Property Tax Revenue (@ 4.0% Growth Rate)	-	\$29,603,848	\$30,788,002	\$32,019,522	\$33,300,303
	-				
Difference	-	<b>\$(427,138)</b>	<b>\$(894,689)</b>	<b>\$(1,405,717)</b>	<b>\$(1,963,324)</b>

# Questions from Committee members

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# Open Discussion

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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Harlan Jefferson, Deputy City Manager  
**MEETING:** November 18, 2024

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**SUBJECT:**

Receive a report, hold a discussion, and provide direction regarding Stormwater and Street Maintenance Fees. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

**SUMMARY:**

The city lacks funding to adequately maintain the city's drainage system which contributes to additional flooding and potential property damage. Additional resources are needed to improve or enhance the general maintenance of the drainage channels to minimize flooding and fund stormwater management activities required for compliance with environmental regulations.

A top city priority is improving the conditions of the streets in the community. We recently completed an Asset Management Study that documented street conditions. Based on the study, additional resources are needed to increase and maintain the quality of the streets to the desired level.

Council has previously discussed potential implementation of both stormwater and street maintenance fees to provide dedicated and reliable funding mechanisms for addressing these two critical areas of city infrastructure.

**RECOMMENDATION:**

N/A

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

At the February 13, 2024, City Council Strategic Planning Session, the Council expressed support for holding additional discussions about establishing Stormwater Management and Street Maintenance Fees.

At the May 8, 2024 Finance Committee meeting, the committee unanimously directed staff to move the items forward to the entire Council for continued discussion.

At the May 20, 2024 City Council meeting, the City Council unanimously directed staff to hire a consultant to assist in the development of Stormwater Management and Street Maintenance Fee Development Studies.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Harlan Jefferson  
Deputy City Manager  
[hjefferson@burlesontx.com](mailto:hjefferson@burlesontx.com)  
817-426-9651

# Stormwater and Street Maintenance Fees

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*PRESENTED TO THE CITY COUNCIL ON NOVEMBER 18, 2024*

# Background

- Potential stormwater and street maintenance fees have been discussed at:
  - February 13, 2024 Council Retreat
  - May 8, 2024 Finance Committee meeting
  - May 20, 2024 Council meeting
- Council expressed support for both programs
- Staff committed to coming back to council following FY24-25 budget adoption for direction on one or both fee programs with potential fee implementation as part of FY25-26 budget discussions
- Staff has solicited proposals and is seeking direction with this report



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# Stormwater Utility Fee

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- Dedicated funding source for drainage improvements throughout the community
- Can be used for on-going maintenance and/or capital projects
- Would be included on monthly water bill as a separate fee
- Extensive fee program development process and analysis recommended via consultant to recommend a defensible fee structure and program compliant with state law

Chapter 395 of the Texas Local Government Code authorizes impact fees for water, wastewater, roadway, and drainage (stormwater) **for new development**; Burleson implemented these fees for water, wastewater, and roadway infrastructure

# Street Maintenance Fee

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- Dedicated funding source to assist in the maintenance of existing roadways
- Cannot be used on reconstruction or new construction
- Included on water bill as a separate fee
- Requires extensive calculations and methodology for creating fee structure and program (anticipated via consultant support)

# Major Tasks for Development of Each Fee

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1. Identification of policies and goals
2. Data compilation / cost of service determinations
3. Development of fee assessment bases
4. Development of fee structure / revenue / rate models
5. Determine data maintenance methodology, inquiry/appeals process, billing audits
6. Staff/city council meetings - ordinance/fee adoption
7. Compile development study reports / technical memoranda
8. Utility billing system integration

# Funding and Path Forward

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- Freese and Nichols, Inc.'s proposal is structured for flexibility
  - Stormwater Fee development - \$186,400
  - Street Maintenance Fee development - \$182,100
  - Optional public involvement scope (community meetings, stakeholder committee and meetings, and public education outreach content) - \$59,800 per fee
- Based on council feedback tonight, contracts can be refined to incorporate any economies of scale and prepared for consideration for award at a subsequent council meeting and fees developed for FY24-25 budget discussions in May 2025

# Clarification / Confirmation Sought Tonight

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- Option 1 – Proceed with development of a contract to implement both fee programs for consideration in the FY25-26 budget (Dec 9<sup>th</sup> council action)
- Option 2 – Proceed with development of a contract to implement only the stormwater fee program for consideration in the FY25-26 budget (Dec 9<sup>th</sup> council action)
- Option 3 – Proceed with development of a contract to implement only the street maintenance fee program for consideration in the FY25-26 budget (Dec 9<sup>th</sup> council action)
- Include public involvement scope (with option 1, 2, or 3)

This is not a budgeted expense as we did not have final direction from council before budget adoption. As a result, a budget amendment will be necessary based on final direction.

# QUESTIONS/COMMENTS

Harlan Jefferson, Deputy City Manager

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

817-426-9651