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

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

1. CALL TO ORDER

Invocation - Buster Swoopes, Chaplain, Texas Health Huguley Hospital

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. PUBLIC PRESENTATIONS

A. Proclamations

-A Proclamation recognizing May 4 - May 10 as "Public Service Recognition Week" in the City of Burleson. *(Recipient: City of Burleson Employee Appreciation Committee)*

-A Proclamation recognizing May 4 - May 10 as "Municipal Clerks Week" in the City of Burleson. *(Recipient: Monica Solko, Deputy City Secretary and staff)*

B. Presentations

-Receive an update and recognize the members of the FY 24-25 Mayor Youth Council. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

-Receive a report to recognize the selected Employee of the Quarter for the 1st Quarter of 2025. *(Staff Contact: Cheryl Marthiljohni, Director of Human Resources)*

C. Community Interest Items

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

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

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

4. **CITIZENS APPEARANCES**

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

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

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

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

5. **CONSENT AGENDA**

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

- A. Consider and take possible action on the minutes from the April 21, 2025 regular council meeting. *(Staff contact: Lisandra Leal, Assistant City Secretary)*
- B. Consider and take possible action on a Medical Services Interlocal and Mutual Aid Agreement between the City of Burleson and CareFlite, a Texas Nonprofit Corporation, to enhance emergency medical services capabilities within the City of Burleson and the CareFlite service area. *(Staff Contact: Casey Davis, Fire Chief)*
- C. Consider and take possible action on a Fire, Rescue, and Medical Services Interlocal and Mutual Aid Agreement between the City of Burleson and the City of Cleburne, to enhance fire, rescue and emergency medical services capabilities within the City of Burleson and the City of Cleburne service area. *(Staff Contact: Casey Davis, Fire Chief)*
- D. Consider and take possible action on a contract with Wilson Bauhaus Interiors for furniture related to the City Hall Renovation project in the amount of \$159,650.02. (FA2303) *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- E. Consider and take possible action on an ordinance appointing Cass Callaway for a two-year term ending May 15, 2027 to serve as Associate Judge for the City of Burleson. (Final Reading). *(Staff Contact: Monica Solko, Deputy City Secretary)*
- F. ETJ Release Petition for 4301 Smiling Hills CT (Case 25-097): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.53 acres of land know as Tract 22, Smiling Hill. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

6. **DEVELOPMENT APPLICATIONS**

- A. 2120 Houston Rd (Case 25-070): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "A, Agricultural", to "SFE, Single-family Estate District". *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

7. GENERAL

- A. Hold a public hearing, consider, and take possible action on a resolution creating the Chisholm Summit Public Improvement District (PID). *(Staff Contact: Tony McIlwain, Development Services Director)*
- B. Consider and take possible action on a resolution nominating candidates to fill a vacancy on the Board of Directors for the Central Appraisal District of Johnson County. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction regarding current and upcoming grant opportunities. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- B. Receive a report, hold a discussion, and provide staff direction regarding the Outdoor Warning System (OWS). *(Staff Contact: Joe Laster, Emergency Operations Manager)*
- C. Receive a report, hold a discussion, and provide staff direction regarding the BTX-IT strategic plan and vision for 2022-2028. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- D. Receive a report, hold a discussion, and provide staff direction regarding the BTX-IT Radio Refit and Resilient Public Safety Communications program. *(Staff Contact: James Grommersch, Chief Technology Officer)*

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

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

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

11. RECESS INTO EXECUTIVE SESSION

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

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

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 30th of April 2025, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office

FROM: Lisandra Leal, Assistant City Secretary

MEETING: May 5, 2025

SUBJECT:

Consider and take possible action on the minutes from the April 21, 2025 regular council meeting. *(Staff contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

The City Council duly and legally met on April 21, 2025 for a regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING
APRIL 21, 2025
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
Eric Oscarson, Deputy City Manager
Harlan Jefferson, Deputy City Manager
Monica Solko, Deputy City Secretary
Lisandra Leal, Assistant City Secretary
Amanda Campos, City Secretary
Allen Taylor, City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER –

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

Invocation – Danny Andrew, Senior Adult Director, First Baptist Church Burleson

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation recognizing April 20-April 26, 2025 as "National Volunteer Week" in the City of Burleson (Recipient: Parks and Recreation Department and Volunteers)
- A Proclamation recognizing April 25, 2025 as "National Arbor Day" in the City of Burleson (Recipient: Parks and Recreation Department)

B. Presentations

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

C. Community Interest Items

- Egrets are back and looking for a place to land, so scare them away.
- BTX Lucky Duck Derby is July 12th at the BRiCK. You can begin adopting a rubber duck for \$5.00 and watch the race on July 12th, you don't have to be present to win.
- Join us for a free event on April 22nd, for Earth Day, at Bailey Lake.
- Arbor Day is Friday, April 25th, at Centennial Park. We are planting trees from 8:00 a.m. – 12:00 p.m. and we would love some extra hands.
- Trash bash is Saturday, April 26th, kick-off is at 10:00 a.m., at Warren Park.
- Bunny Day was another success at Chisholm Hall Park.
- We have two new restaurants, Mo'Bettahs and Andy's Frozen Custard, great job Economic Development.
- Congratulates to Jeremiah Lozier with the Fire Department on his retirement and we wish him the best.
- Chief Billy Cordell has been chosen from fifteen top-tier police chiefs across the state to receive the Chief Mike Gentry Executive Leadership Award from the Texas Police Chiefs Association. Great job, Billy, and thank you.

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.

- Add 6A, 7C, and 7D to the consent agenda.

4. CITIZEN APPEARANCES

- None

5. CONSENT AGENDA

A. Minutes from the April 7, 2025 regular council meeting. (Staff contact: Monica Solko, Deputy City Secretary)

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

Motion passed 7-0

B. CSO#5782-04-2025, contract with Tex-Star Underground, LLC for construction services on the Bluebird Meadows Drainage Improvements ITB 2025-009 in the amount of \$108,625, with a project contingency of \$10,862.50, for a total amount of \$119,487.50 (Project DR2302). (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)

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

Motion passed 7-0

- C. Ordinance appointing Cass Callaway for a two-year term ending May 15, 2027 to serve as Associate Judge for the City of Burleson. (First Reading). (Staff Contact: Monica Solko, Deputy City Secretary).**

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

Motion passed 7-0

- D. CSO#5783-04-2025, resolution authorizing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) and authorize the City Manager to sign on behalf of the City. (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

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

Motion passed 7-0

- E. CSO#5784-04-2025, ordinance amendment to CSO #5565-09-2024 Fee Schedule relative to on-site sewage facility systems. (Final Reading) (Staff Contact: Lisa Duello, Deputy Director of Development Services)**

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

Motion passed 7-0

- F. CSO#5785-04-2025, minute order ratifying the 4A Economic Development Board's action on a first amendment and restatement of the Chapter 380 and economic development and performance agreement (CSO#1775-06-2021) for Chisholm Summit between the City of Burleson, the Burleson 4A Economic Development Corporation and the developer. (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

Motion passed 7-0

- G. CSO#5786-04-2025, minute order ratifying the 4A Economic Development Board's action on a resolution recommending a contract with Land Design Inc for the design of Type A Corporation property and phase I of the community**

park in the amount of \$320,000 with a contingency of \$32,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)

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

Motion passed 7-0

- H. CSO#5787-04-2025, minute order ratifying the 4B Community Service Development Board's action on a resolution recommending a contract with Land Design, Inc. for the design of phase I of the community park in the amount of \$320,000 with a contingency of \$32,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0

- I. CSO#5788-04-2025, contract with Splashtacular to replace the stair structure and slide at the Indoor Pool in the amount of of \$295,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0

- J. Denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 8.52 acres of land addressed as 900 S Briaroaks Rd. (Case 25-088). (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

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

Motion passed 7-0

- K. Denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 27 acres of land addressed as 1700 Tarver Rd. (Case 25-090). (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

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

Motion passed 7-0

6. DEVELOPMENT APPLICATIONS – ADDED TO CONSENT

- A. CSO#5789-04-2025, resolution for a commercial site plan amendment with a variance to Section 132-115; Accessory building and structure yard regulations; pertaining to drive-thru canopies for Chick-fil-A at 111 NW John Jones (Case 25-036). (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8-1)**

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

Motion passed 7-0

7. GENERAL – ADDED TO CONSENT

- C. CSO#5794-04-2025, contract with Anderson Asphalt and Paving for asphalt mill & overlay and stabilization on miscellaneous streets through ITB 2025-007 in the amount of \$978,905. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

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

Motion passed 7-0

- D. Consider and take possible action on a sole source contract with Donelson Construction Co., LLC for the installation of Pressure Pave - modified aggregate quick set system to various city streets in the amount of \$628,203. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

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

Motion passed 7-0

6. DEVELOPMENT APPLICATIONS

- A. CSO#5789-04-2025, resolution for a commercial site plan amendment with a variance to Section 132-115; Accessory building and structure yard regulations; pertaining to drive-thru canopies for Chick-fil-A at 111 NW John Jones (Case 25-036). (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8-1)**

Item 6A was added and voted on with the consent agenda above.

- B. CSO#5790-04-2025, resolution for a waiver to the Subdivision and Development Ordinance, Appendix A, Section 7.5 (d) for 4051 Vantage Drive (Case 25-038). (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

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

Mayor Fletcher opened and continued the public hearing. Time: 5:49 p.m.

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

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

Motion passed 7-0

C. CSO#5791-04-2025, ordinance change request from “SF7, Single-family district-7”, to “GR, General Retail” for 440 NW John Jones (Case 25-048). (First and 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 and continued the public hearing. Time: 5:53 p.m.

Mayor Fletcher closed the public hearing. Time: 5:53 p.m.

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

Motion passed 7-0

7. GENERAL

A. CSO#5792-04-2025, an amendment and restatement of the Chapter 380 and economic development and performance agreement (CSO#1775-06-2021) for Chisholm Summit between the City of Burleson, the Burleson 4A Economic Development Corporation and the developer. (Staff Contact: Eric Oscarson, Deputy City Manager)

Eric Oscarson, Deputy City Manager, presented an amendment to a performance agreement to the city council.

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

Motion passed 7-0

B. CSO#5793-04-2025, contract with Land Design for the design of phase I of the community park in the amount of \$320,000 with a contingency of \$32,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Jen Basham, Director of Parks and Recreation presented a contract to the council. Heath Kendrick, a representative from Land Design, elaborated on the amenities and design of the park.

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

Motion passed 7-0

- C. CSO#5794-04-2025, contract with Anderson Asphalt and Paving for asphalt mill & overlay and stabilization on miscellaneous streets through ITB 2025-007 in the amount of \$978,905. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

Item 7C was added and voted on with the consent agenda above.

- D. Consider and take possible action on a sole source contract with Donelson Construction Co., LLC for the installation of Pressure Pave - modified aggregate quick set system to various city streets in the amount of \$628,203. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

Item 7C was added and voted on with the consent agenda above.

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction on the Dobson Street Safety Study. (Staff Contact: Michelle McCullough, Development Services Deputy Director/City Engineer)**

Michelle McCullough, Development Services Deputy Director/City Engineer, reported on the Dobson Street Safety Study to the city council.

Discussion included background, existing conditions, and scope. Brandon Forsythe, a representative from Kimley Horn presented an overview of the safety study that included the purpose and need, study area and approach, and observations and conditions.

City Council was in favor of restricting parking near the bridge by adding formal “No Parking” signage, consider the addition of sidewalks in areas where it is narrow, review the Capital Improvement Projects (CIP) priority list, and look into operational enhancements of the existing striping.

- B. Receive a report, hold a discussion, and provide staff direction regarding Council and Staff Meeting with Central Appraisal District of Johnson County. (Staff Contact: Gloria Platt, Director of Finance)**

Gloria Platt, Director of Finance, reported on the upcoming council and staff meeting with Central Appraisal District of Johnson County.

After a brief discussion, City Council was in favor of Adam Russell and Larry Scott joining staff to attend the Central Appraisal District of Johnson County meeting.

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

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

- Janalea Hembree, Assistant to the City Manager, came forward with an update on the council requested watch bills.

10. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- Update, results, and feedback on the citizen survey for public art in Burleson.

11. RECESS INTO EXECUTIVE SESSION

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

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

- Receive a report and hold a discussion concerning ordinance violations present on real property commonly known as 393 S Warren in Burleson, Johnson County, Texas, and potential legal remedies
- Receive a report and hold a discussion concerning the city's ability to regulate the application of biosolids to real property in the city limits
- Receive a report and hold a discussion concerning utilizing a development agreement for the extension of the sanitary sewer system in and around County Road 1020 and the Prairie Timbers subdivision in Johnson County, Texas
- Receive a report and hold a discussion regarding an interlocal agreement with the Burleson Independent School District (CSO#5618-10-2024)

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

- Certain parcels of real property necessary for drainage and water detention on and around County Road 1019 near its intersection with FM 1902 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- Certain parcels of real property necessary for the extension of the sanitary sewer system in and around County Road 1020 and the Prairie Timbers 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

- Project Broaden

Motion was made by Adam Russell and seconded by Larry Scott to convene into executive session. **Time: 6:56 p.m.**

Motion passed 7-0

Motion was made by Adam Russel and seconded by Dan McClendon to reconvene into open session. **Time: 8:19 p.m.**

Motion passed 7-0

12. **ADJOURNMENT**

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

Mayor Chris Fletcher adjourned the meeting. **Time: 8:19 p.m.**

Lisandra Leal
Assistant City Secretary

City Council Regular Meeting

DEPARTMENT: Fire/EMS

FROM: Casey Davis, Fire Chief

MEETING: May 5, 2025

SUBJECT:

Consider and take possible action on a Medical Services Interlocal and Mutual Aid Agreement between the City of Burleson and CareFlite, a Texas Nonprofit Corporation, to enhance emergency medical services capabilities within the City of Burleson and the CareFlite service area. *(Staff Contact: Casey Davis, Fire Chief)*

SUMMARY:

Attached for your consideration is the Medical Services Interlocal Agreement and Mutual Aid Agreement between the City of Burleson and CareFlite. This agreement re-establishes and formalizes our mutual aid relationship, providing a framework for both emergency and non-emergency medical service responses.

Under the terms of this agreement, both parties commit to providing EMS support when requested, based on resource availability and operational capacity. Each agency will maintain medical control under its own physician advisor and established protocols, ensuring that autonomy and clinical oversight remain intact.

The agreement allows CareFlite personnel to utilize designated Burleson fire station facilities to stage EMS resources, enhancing readiness and response efficiency. Additionally, CareFlite will be given the first opportunity to provide interfacility transport services originating from Burleson, with clear performance expectations in place. The City reserves the right to respond to any interfacility transport request at its discretion.

Importantly, the agreement states that mutual aid will be provided without cost unless both parties agree in writing to additional services beyond normal operations. It also includes a clause affirming that this document constitutes the complete and final understanding between the City of Burleson and CareFlite, superseding any prior oral or written agreements on the matter.

This partnership strengthens our regional EMS capabilities, promotes timely access to care for Burleson residents, and ensures the City retains oversight of EMS quality and coordination.

RECOMMENDATION:

Staff recommends approval of this agreement

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

The current Mutual Aid Agreement between the City of Burleson and CareFlite, a Texas non-profit corporation, was approved by City Council during the Special Meeting held on September 11, 2023, under Agenda Item General 4A.

REFERENCE:

Current Medical Services Mutual Aid Agreement
CSO#5222-09-2023

FISCAL IMPACT:

There are no expenditures proposed in connection with this agreement.

STAFF CONTACT:

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



Medical Services Interlocal and Mutual Aid Agreement with CareFlite

CITY COUNCIL PRESENTATION

MAY 5, 2025

Purpose

- Establish a newly negotiated EMS mutual aid agreement with CareFlite ground ambulance service to replace the previous agreement, providing clearer alignment with current operational practices, roles, and response expectations.
- Improve coordination for both emergency and non-emergency medical responses
- Create a structured process for handling interfacility transport requests



What is a Mutual Aid Agreement

Mutual aid refers to a collaborative arrangement between two or more emergency service providers to assist one another during times of need.

The fundamental idea behind mutual aid is that emergency situations and disasters can sometimes overwhelm the resources of a single agency or jurisdiction.

Key Highlights

- Mutual aid for EMS responses when requested
- Each agency operates under its own medical control and protocols
- Use of designated Burleson Fire facilities by CareFlite
- CareFlite given first opportunity for interfacility transports
- No expenditures proposed as part of this agreement
- Supersedes all prior oral or written agreements

Medical Oversight & Equivalency

- Each party retains medical autonomy under their Medical Director
- Agreement requires certification of substantial medical equivalency by Medical Directors of each agency
- Either party may revoke this certification, ending the agreement

Facility Use & Inter-Facility Transport Provisions

CareFlite is authorized to stage EMS units at designated Burleson Fire stations

Interfacility transport requirements:

- *CareFlite will be offered first opportunity to respond to Inter-facility Transfers in Burleson*
- *Emergency or Critical care transfers must be initiated within 30 minutes*
- *Non-emergency transfers must be initiated within 2 hours*
- *If CareFlite is unable to meet this requirement, they are to promptly notify Burleson dispatch for alternative transport.*

Burleson Fire/EMS retains the right to respond to any transport situation within the City of Burleson at its discretion.

Billing & Financial Terms

Mutual Aid Services:

- Provided at no cost to either party under normal operations.

Patient & Third-Party Billing:

- The Answering Agency (CareFlite or Burleson Fire/EMS) is responsible for billing the patient or their insurance.
- Each agency operates under its own billing system and rate structure.

Membership Programs:

- Neither agency is required to honor subscription or membership programs from other jurisdictions.

Additional Services:

- If services beyond normal mutual aid are requested, a separate written agreement must be made in advance, including scope and cost.

Agreement Term & Renewal

Initial Term:

- The agreement term is for one (1) year.

Automatic Renewal:

- Automatically renews for successive one-year periods, unless terminated by either party.

Termination Options:

- Either party may terminate at any time with 30 days' written notice
- Immediate termination is permitted in the event of a material breach or if either agency's Medical Director determines that medical equivalency standards are no longer being met.



Council Action Requested

Approve

- Staff recommends approval of the Medical Services Mutual Aid Agreement with CareFlite a Texas non-profit corporation

MEDICAL SERVICES INTERLOCAL AGREEMENT MUTUAL AID AGREEMENT

THIS AGREEMENT is made between City of Burleson, Texas ("Agency"), a home rule Texas municipality, and CareFlite ("CareFlite"), is licensed by the Texas Department of State Health Services as Emergency Medical Service Providers ("EMS"). The parties may be mutually referred to as the "Parties" or individually as a "Party."

WHEREAS, the Agency has determined that contracting with CareFlite for EMS will enhance the efficiency and effectiveness of emergency medical response within the Agency;

WHEREAS, the Parties maintain paid and/or volunteer emergency medical services, together with personnel and equipment used to provide such services;

WHEREAS, more than one emergency may arise contemporaneously, resulting in greater demands than the manpower and/or equipment a Party can handle, or an emergency may arise that is of such intensity that it cannot be handled solely by the equipment and manpower of the Party;

WHEREAS, non-emergency or scheduled requests for assistance may arise that cannot be performed with the available manpower of a Party;

WHEREAS, circumstances may arise that necessitate the use of facilities, equipment, vehicles, apparatus, or any other resources available through the EMS services of either Party;

WHEREAS, the Parties desire that this Agreement be effective as of the Commencement Date; and

WHEREAS, the Parties are committed to collaborating in good faith to develop a comprehensive approach to responding to emergency and non-emergency requests for services.

NOW, THEREFORE, in consideration of the mutual covenants, performances, and agreements hereafter set forth, it is mutually understood and agreed between the Parties as follows:

Article 1. Definitions. The "Answering Agency" is the agency that responds to the request for emergency services or non-emergency services. The "Requesting Agency" is the agency requesting services assistance under this Agreement.

Article 2. Mutual Assistance and Aid. Subject to the exceptions stated below, the Parties agree to respond, when possible, to requests for emergency or non-emergency services assistance. These requests by the Requesting Agency may or may not originate within jurisdictional boundaries of the Answering Agency. The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Answering Agency, subject, however, to the terms of this Agreement. Included in such Answering Agency's discretion shall be a determination of whether or not such a request for assistance may be answered without jeopardizing the safety and protection of the citizens and property of the Answering Agency. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting Agency.

Article 3. Requests for Assistance and Aid. An authorized official representing a Requesting Agency shall make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency shall be subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency.

- 3.1 Any request for aid hereunder should include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency shall determine the type and quantity of equipment and personnel to be furnished.
- 3.2 The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the official(s) of that Answering Agency. If the Answering Agency accepts a request for aid hereunder, the Answering Agency agrees to respond promptly and shall assume full responsibility for the service from that point forward.

Article 4. Emergency and Non-Emergency Services.

When emergency or non-emergency services, including fire suppression, rescue operations, or EMS, are requested, the Answering Agency shall dispatch its personnel and resources to the incident location and report to the Incident Commander ("IC") or other designated scene commander.

If no IC or other designated scene commander is present upon arrival, the Answering Agency shall assume the role of IC until such time that the Requesting Agency arrives or another IC is designated. In this role, the Answering Agency will be responsible for the coordination of all activities at the scene, ensuring safety and effective operations, until command is transferred to the Requesting Agency.

All activities conducted by the Answering Agency's personnel shall be coordinated with the IC to ensure unified command. However, the equipment and personnel of the Answering Agency will remain under the ultimate supervision of its designated personnel. The Answering Agency will coordinate its efforts with the IC while ensuring adherence to its internal policies, protocols, and regulations. At no time shall the Answering Agency be required to act in a manner contrary to the standing orders or protocols of its physician advisor, Chief Medical Officer, or Fire/EMS leadership.

Circumstances may arise that necessitate the use of facilities, equipment, vehicles, apparatus, or any other resources available through the fire, rescue, and EMS services of either Party. The sharing and utilization of these resources will be facilitated by mutual agreement, ensuring both Parties can respond effectively to emergencies or provide non-emergency requests as needed.

In cases where the Answering Agency responds to a mutual aid call and the Requesting Agency has not yet arrived on scene, the Answering Agency will follow its own medical protocols and procedures as directed by its physician advisor, Chief Medical Officer, or other medical control.

The Answering Agency's personnel shall maintain communication with their own medical base or fire command for further orders and direction, including the designation of treatment sites and other critical decisions. It is understood and agreed that the Answering Agency shall not be responsible for any response time compliance or penalties under this Agreement, as it will operate under its own established protocols and standards of care.

Article 5. Release of Answering Agency.

For both emergency and non-emergency services, the Answering Agency shall be released from duty by the Requesting Agency or IC when its services are no longer required, or when the Answering Agency, in its discretion, determines that its resources are needed elsewhere.

For non-emergency services, the Answering Agency will be released when its services are complete, the Requesting Agency notifies the Answering Agency that its services are no longer required, or when the Answering Agency determines that its resources are needed elsewhere.

Article 6. Rights and Privileges Retained. The personnel of each Agency, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, shall have and retain all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Agency. Additionally, the Answering Agency's physician advisor and appropriate medical protocols shall govern the Answering Agency's actions.

Texas Government Code Section 791.011(d) specifies that an interlocal contract must specify that each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement.

Each Party shall be responsible for its sole negligence and agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all their officers, employees, and agents acting under its direction. Each Party shall maintain general liability insurance to cover the Party's owned or leased assets. Each Party shall provide liability insurance to cover the acts and omissions of either Party, its officers, employees, and agents performing obligations under this Agreement.

The assignment of liability under this Agreement is made pursuant to Section 791.006 of the Texas Government Code, as amended, and the assignment of liability under this Agreement is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

Article 7. Compensation and Billing. The Answering Agency shall be responsible for all patient and third-party billing and agrees that the rates to be billed shall comply with applicable laws. However, the Answering Agency is not required to honor the terms of any membership or subscription programs in force in the Requesting Agency's jurisdiction with regard to ground ambulance service performed for a member subscriber pursuant to this Agreement.

Article 8. Indemnification. To the extent permitted by law, each Party will indemnify and hold the other Party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying Party related to the performance of this Agreement. Such indemnification for acts occurring or alleged to have occurred during the Term of this Agreement shall survive the termination of the Agreement for any reason. Nothing in this provision shall otherwise limit or waive any other immunity or defense available to either Party or its agents, and employees.

Article 9. Insurance. Each Party represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the EMS industry and workers' compensation insurance in the statutory required amounts.

9.1 Each Party's coverage shall extend to its officers, agents, and employees.

9.2 Each Party shall provide a certificate of insurance to the other which will provide that the policy or coverage thereunder cannot be altered or terminated without thirty (30) days written notice by the insurance carrier to the other Party to this Agreement.

Article 10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses:

If to CareFlite:

Attn: Jason Schwebach
3110 S. Great Southwest Parkway
Grand Prairie, Texas 75052

If to Agency:

City of Burleson, Texas
Attn: City Manager
141 W. Renfro St.
Burleson, Texas 76082

Article 11. Term. The initial term of this Agreement shall be one (1) year, commencing on the Commencement Date hereof, and this Agreement shall automatically renew for subsequent one (1)-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

Article 12. Termination. Either Party may terminate this Agreement:

12.1 at any time without cause and at its sole discretion upon thirty (30) days written notice to the other Party; or

12.2 immediately upon the material breach of this Agreement by the other Party.

Article 13. Referrals. It is not the intent of either Party that any remuneration, benefit, or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the Parties reasonably believe to be a fair market value for the services provided.

Article 14. Relationship. In the performance of this Agreement, each Party hereto shall be, as to the other, an independent contractor and neither Party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other.

14.1 Nothing contained in this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other Party.

14.2 The Parties' administrative staff shall meet on a regular basis if needed to address issues of mutual concern related to the provision of aid and the Parties' respective rights and obligations hereunder.

14.3 It is agreed that the Parties shall not be liable for payment of any salary, wages, or other compensation for any of the other Party's personnel performing services under this Agreement.

Article 15. Force Majeure. Neither Party shall be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, or other circumstances not reasonably within its control.

Article 16. Compliance. The Parties will comply in all material respects with all applicable federal, state, and local laws and regulations, including the federal Anti-kickback Statute. Each Party's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

Article 17. Medically Equivalent Services.

Both Parties agree that the level of services provided under this Agreement shall be deemed medically equivalent, ensuring that each Party delivers substantially the same quality of care, including fire, rescue, and EMS services, as provided by the City of Burleson.

This Agreement is expressly conditioned upon the mutual certification of "medically equivalent services" by both the Chief Medical Officer or Medical Director of each Party. Both Medical Directors must agree, in their sole discretion, that the services offered by the other Party meet the

standard of substantial medical equivalence.

The determination of substantial medical equivalence does not necessarily require identical on-board equipment, training requirements, or medical protocols between the Parties as long as both Medical Directors agree that the overall level of care remains comparable.

Additionally, either Parties' Chief Medical Officer or Medical Director may, at any time and in their sole discretion, revoke the certification of "substantial medical equivalence" by providing notice to the other Party. Upon such notice, this Agreement shall immediately terminate.

Article 18. Medical Oversight. The Parties agree that they will cooperate fully with and participate in any medical audit requested or conducted by either Party's medical control authority, or either Party's Chief Medical Officer or Medical Director involving ambulance runs provided under this Agreement with which Parties were medically involved.

- 18.1 The Parties hereto agree that the dispatch center for the Answering Agency shall accurately document the response times for any calls referred and shall report those times to the Requesting Agency for the purpose of monitoring overall response time performance.

Article 19. Non-Exclusion. Each Party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a).

- 19.1 Each Party further represents and certifies that it is not ineligible to participate in federal health care programs or in any other state or federal government payment program.
- 19.2 Each Party agrees that if DHHS/OIG excludes it, the Party must notify the other Party within five (5) days of knowledge of such fact, and the other Party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

Article 20. Miscellaneous. This Agreement (including the Schedules hereto):

- 20.1 constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto;
- 20.2 may be amended only by written instrument executed by both Parties;
- 20.3 may not be assigned by either Party without the written consent of the other Party, such consent not to be unreasonably withheld;
- 20.4 shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns;

- 20.5 shall be interpreted and enforced in accordance with the laws of the State of Texas where the services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein;
- 20.6 the venue for any action concerning this Agreement shall be in the State District Court of Johnson County, Texas; and
- 20.7 this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Article 21. Additional Services and Billing. In the event that services are required beyond normal operations, and if mutually agreed upon by both Parties, either Party may bill the other for such additional services. The scope of the services and the associated costs shall be determined and agreed upon in writing prior to the provision of such services. Payment for these services shall be made in accordance with the terms established in the written agreement.


Article 22. Station Occupancy and Facility Use for EMS Operations. The Agency agrees to allow CareFlite personnel to occupy and utilize designated fire station facilities for the purpose of conducting EMS operations. CareFlite personnel will have access to the facilities necessary for performing their duties, including spaces for staging and responding to EMS calls.

Article 23. Interfacility Transport Coverage. CareFlite shall be the primary party responsible for providing interfacility transport services originating from the Agency, under the oversight of the Agency's Fire/EMS Department to ensure adherence to local EMS protocols and standards. However, the Agency reserves the right to respond to any interfacility transport request at its discretion and does not grant CareFlite exclusive legal rights to these services. The intent of this Agreement is to provide CareFlite with the first opportunity to respond to these transport requests. All non-emergency interfacility transports must be facilitated within two (2) hours of the request, and critical transfers must be facilitated within thirty (30) minutes. If CareFlite is unable to meet these timeframes, it shall promptly notify the Agency through the Agency's Public Safety Communications so that another agency can be engaged to facilitate the transfer.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement to be effective as of May 5, 2025 ("Commencement Date").

EXECUTED this, the 5th day of May, 2025.

By: CareFlite,
a Texas Nonprofit Corporation,

By: 
F10F21E18EEA463...

Name: Jason Schwebach _____

Title: President and CEO _____

CITY OF BURLESON

Tommy Ludwig, City Manager

ATTEST:

Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: Fire/EMS

FROM: Casey Davis, Fire Chief

MEETING: May 5, 2025

SUBJECT:

Consider and take possible action on a Fire, Rescue, and Medical Services Interlocal and Mutual Aid Agreement between the City of Burleson and the City of Cleburne, to enhance fire, rescue and emergency medical services capabilities within the City of Burleson and the City of Cleburne service area. *(Staff Contact: Casey Davis, Fire Chief)*

SUMMARY:

The Burleson Fire/EMS Department is presenting for your consideration a newly negotiated Mutual Aid Agreement between the City of Burleson and the City of Cleburne. While Burleson and Cleburne have historically provided mutual aid support on rare occasions to one another during emergencies, this agreement formally establishes that partnership and better aligns with the operational, legal, and medical oversight requirements of today's emergency response environment.

This new agreement replaces any previous informal arrangements and outlines the responsibilities and expectations of each party when requesting or providing mutual aid, whether in an emergency or a non-emergency setting. It affirms that either agency may respond when resources allow, with the responding agency maintaining full discretion over deployment based on the safety and protection of its own jurisdiction.

In addition to the provisions for emergency and non-emergency response, the agreement also allows for the shared use of facilities, vehicles, equipment, and other resources when mutually agreed upon. This added flexibility strengthens our regional preparedness by enabling both departments to support one another beyond typical mutual aid responses. It is important to note that under this agreement, each agency remains solely responsible for the acts, negligence, and well-being of its own personnel. This includes maintaining proper insurance coverage, workers' compensation, and liability protections for their employees, even when operating in the jurisdiction of the other party.

A significant component of this agreement is the mutual certification of "medically equivalent services," which ensures that both agencies provide substantially comparable levels of care in EMS services. This certification must be affirmed by each agency's Chief Medical Officer and can be revoked at any time if deemed necessary, which would result in the immediate termination of the agreement.

Other key provisions include clarification of incident command structure, release from duty protocols, insurance and liability coverage, and third-party billing responsibilities. It also outlines a process for handling any extraordinary services that may be requested outside the normal scope of mutual aid. Such services would require written agreement in advance, including cost terms, before any reimbursement would occur.

There are no anticipated expenditures associated with this agreement. Each agency remains responsible for its own personnel, insurance, and operational costs under mutual aid responses.

RECOMMENDATION:

Staff recommends approval of this agreement

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

There are no expenditures proposed in connection with this agreement.

STAFF CONTACT:

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



Fire, Rescue, Medical Services Interlocal and Mutual Aid Agreement with the City of Cleburne

CITY COUNCIL PRESENTATION

MAY 5, 2025



Purpose

- Longstanding history of mutual support between Burleson and Cleburne
- Previous mutual aid operated informally
- New agreement formalizes partnership
- Aligns with current operational, legal, and medical standards

What is a Mutual Aid Agreement

Mutual aid refers to a collaborative arrangement between two or more emergency service providers to assist one another during times of need.

The fundamental idea behind mutual aid is that emergency situations and disasters can sometimes overwhelm the resources of a single agency or jurisdiction.

Key Highlights

- Mutual aid for Fire, Rescue and EMS responses when requested
- Agreement allows shared use of stations, vehicles, and equipment by mutual consent
- Each agency responsible for its own personnel, including injuries
- Each agency must maintain its own liability and workers' comp coverage
- Each agency operates under its own medical control and protocols
- No expenditures proposed as part of this agreement
- Supersedes all prior oral or written agreements

Medical Oversight & Equivalency

- Each party retains medical autonomy under their Medical Director
- Agreement requires certification of substantial medical equivalency by Medical Directors of each agency
- Either party may revoke this certification, ending the agreement

Billing & Financial Terms

Mutual Aid Services:

- Provided at no cost to either party under normal operations.

Patient & Third-Party Billing:

- The Answering Agency (Cleburne Fire Dept. or Burleson Fire/EMS) is responsible for billing the patient or their insurance.
- Each agency operates under its own billing system and rate structure.

Additional Services:

- If services beyond normal mutual aid are requested, a separate written agreement must be made in advance, including scope and cost.

Agreement Term & Renewal

Initial Term:

- The agreement term is for one (1) year.

Automatic Renewal:

- Automatically renews for successive one-year periods, unless terminated by either party.

Termination Options:

- Either party may terminate at any time with 30 days' written notice
- Immediate termination is permitted in the event of a material breach or if either agency's Medical Director determines that medical equivalency standards are no longer being met.



Council Action Requested

Approve

- Staff recommends approval of the Fire, Rescue Medical Services, Interlocal and Mutual Aid Agreement with the City of Cleburne

FIRE, RESCUE, & MEDICAL SERVICES INTERLOCAL AGREEMENT MUTUAL AID AGREEMENT

THIS AGREEMENT is made between City of Burleson, Texas (“Agency”) and the City of Cleburne, Texas (“City”). The parties may be mutually referred to as the “Parties” or individually as a “Party.”

WHEREAS, the Parties maintain paid and/or volunteer fire, rescue, and emergency medical services, together with personnel and equipment used to provide such services;

WHEREAS, more than one emergency may arise contemporaneously resulting in greater demands than the manpower and/or equipment of a Party can handle or an emergency may arise that is of such intensity that it cannot be handled solely by the equipment and manpower of the Party;

WHEREAS, non-emergency or scheduled requests for assistance may arise that cannot be performed with the manpower of a Party;

WHEREAS, circumstances may arise that necessitate the use of facilities, equipment, vehicles, apparatus, or any other resources available through the fire/EMS services of either Party;

WHEREAS, the Parties desire that this Agreement be effective as of the Commencement Date; and

WHEREAS, the Parties are committed to collaborating in good faith to develop a comprehensive approach to responding to emergency and non-emergency requests for services.

NOW, THEREFORE, in consideration of the mutual covenants, performances, and agreements hereafter set forth, it is mutually understood and agreed between the Parties as follows:

Article 1. Definitions. The “Answering Agency” is the Agency that responds to the request for emergency services or non-emergency services. The “Requesting Agency” is the Agency requesting services assistance under this Agreement.

Article 2. Mutual Assistance and Aid. Subject to the exceptions stated below, the Parties agree to respond when possible, to requests for emergency or non-emergency services assistance. These requests by the Requesting Agency may or may not originate within jurisdictional boundaries of the Answering Agency. The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Answering Agency, subject, however, to the terms of this Agreement. Included in such Answering Agency's discretion shall be a determination of whether or not such a request for assistance may be answered without jeopardizing the safety and protection of the citizens and property of the Answering Agency. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting Agency.

Article 3. Requests for Assistance and Aid. An authorized official representing a Requesting

Agency shall make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency shall be subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency.

- 3.1 Any request for assistance hereunder should include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency shall determine the type and quantity of equipment and personnel to be furnished.
- 3.2 The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the official(s) of that Answering Agency. If the Answering Agency accepts a request for aid hereunder, the Answering Agency agrees to respond promptly and shall assume full responsibility for the service from that point forward.

Article 4. Emergency and Non-Emergency Services. When emergency or non-emergency services, including fire suppression, rescue operations, or emergency medical services (EMS), are requested, the Answering Agency shall dispatch its personnel and resources to the incident location and report to the Incident Commander ("IC") or another designated scene commander.

If no IC or other designated scene commander is present upon arrival, the Answering Agency shall assume the role of IC until such time that the Requesting Agency arrives or another IC is designated. In this role, the Answering Agency will be responsible for the coordination of all activities at the scene, ensuring safety and effective operations, until command is transferred to the Requesting Agency.

All activities conducted by the Answering Agency's personnel shall be coordinated with the IC to ensure unified command. However, the equipment and personnel of the Answering Agency will remain under the ultimate supervision of its designated personnel. The Answering Agency will coordinate its efforts with the IC while ensuring adherence to its internal policies, protocols, and regulations. At no time shall the Answering Agency be required to act in a manner contrary to the standing orders or protocols of its physician advisor, Chief Medical Officer, or Fire/EMS leadership.

Circumstances may arise that necessitate the use of facilities, equipment, vehicles, apparatus, or any other resources available through the fire, rescue, and EMS services of either Party. The sharing and utilization of these resources will be facilitated by mutual agreement, ensuring both Parties can respond effectively to emergencies or provide non-emergency assistance as needed.

In cases where the Answering Agency responds to a mutual aid call and the Requesting Agency has not yet arrived on scene, the Answering Agency will follow its own treatment protocols and procedures as directed by its physician advisor, Chief Medical Officer, or other medical control.

During such mutual aid responses, the personnel of the Answering Agency shall maintain

communication with their own medical base or fire command for further orders and direction, including the designation of treatment sites and other critical decisions. It is agreed that the Answering Agency shall not be responsible for any response time compliance or penalties under this Agreement.

Article 5. Release of Answering Agency. For both emergency and non-emergency services, the Answering Agency shall be released from duty by the Requesting Agency or IC when its services are no longer required, or when the Answering Agency, in its discretion, determines that its resources are needed elsewhere.

For non-emergency services, the Answering Agency will be released when its services are complete, the Requesting Agency notifies the Answering Agency that its services are no longer required, or when the Answering Agency determines that its resources are needed elsewhere.

Article 6. Rights and Privileges Retained. The personnel of each Agency, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, shall have and retain all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Agency. Additionally, the Answering Agency's physician advisor and appropriate medical protocols shall govern the Answering Agency's actions.

Texas Government Code Section 791.011(d) specifies that an interlocal contract must specify that each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement.

Each Party shall be responsible for its sole negligence and agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all their officers, employees, and agents acting under its direction. Each Party shall maintain general liability insurance to cover the Party's owned or leased assets. Each Party shall provide liability insurance to cover the acts and omissions of either Party, its officers, employees, and agents performing obligations under this Agreement.

The assignment of liability under this Agreement is made pursuant to Section 791.006 of the Texas Government Code, as amended, and the assignment of liability under this Agreement is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

Article 7. Compensation and Billing. The Answering Agency shall be responsible for all patient and third-party billing and agrees that the rates to be billed shall comply with applicable laws. However, the Answering Agency is not required to honor the terms of any membership or subscription programs in force in the Requesting Agency's jurisdiction with regard to ground ambulance service performed for a member subscriber pursuant to this Agreement.

Article 8. Indemnification. To the extent permitted by law, each Agency will indemnify and hold the other Agency harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying Agency related to the performance of

this Agreement. Such indemnification for acts occurring or alleged to have occurred during the Term of this Agreement shall survive the termination of the Agreement for any reason. Nothing in this provision shall otherwise limit or waive any other immunity or defense available to either Agency or its agents and employees.

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9.2 Each Agency shall provide a certificate of insurance to the other which will provide that the policy or coverage thereunder cannot be altered or terminated without thirty (30) days written notice by the insurance carrier to the other Party to this Agreement.

Article 10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses:

If to City of Cleburne:

Attn: City Manager
10 N. Robinson St.
P.O. Box 677
Cleburne, Texas 76033

If to Agency:

City of Burleson, Texas
Attn: City Manager
141 W. Renfro St.
Burleson, Texas 76082

Article 11. Term. The initial term of this Agreement shall be one (1) year, commencing on the Commencement Date hereof, and this Agreement shall automatically renew for subsequent one (1)-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term."

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12.1 at any time without cause and at its sole discretion upon thirty (30) days written notice to the other Party; or

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Article 16. Compliance. The Parties will comply in all material respects with all applicable federal, state, and local laws and regulations, including the federal Anti-kickback Statute. Each Party's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

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the standard of substantial medical equivalence.

The determination of substantial medical equivalence does not necessarily require identical on-board equipment, training requirements, or medical protocols between the agencies, as long as both Medical Directors agree that the overall level of care remains comparable.

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- 20.1 constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto;
- 20.2 may be amended only by written instrument executed by both Parties;
- 20.3 may not be assigned by either Party without the written consent of the other Party, such consent not to be unreasonably withheld;
- 20.4 shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns;

- 20.5 shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; and
- 20.6 the venue for any action concerning this Agreement shall be in the State District Court of Johnson County, Texas; and
- 20.7 this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Article 21. Additional Services and Billing. In the event that services are required beyond normal operations, and if mutually agreed upon by both Parties, either Party may bill the other for such additional services. The scope of the services and the associated costs shall be determined and agreed upon in writing prior to the provision of such services. Payment for these services shall be made in accordance with the terms established in the written Agreement.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement to be effective as of _____, 2025 (“Commencement Date”).

City of Cleburne, Texas

By:

Michael Marrero

City Manager

Date: _____, 2025

Signature:_____

City of Burleson, Texas

By:

Tommy Ludwig

City Manager

Date: _____, 2025

Signature:_____

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: May 5, 2025

SUBJECT:

Consider and take possible action on a contract with Wilson Bauhaus Interiors for furniture related to the City Hall Renovation project in the amount of \$159,650.02. (FA2303) *(Staff Contact: Eric Oscarson, Deputy City Manager)*

SUMMARY:

The City Hall renovation project is currently under construction. As part of this project, a new council workroom and new City Secretary offices will be constructed. Included in the budget for this project was funding for new furniture for these spaces. The City Secretary's office, in coordination with the architecture firm, reviewed multiple furniture options and have selected the attached furniture options. The \$159,650.02 total contract price is the combination of \$152,180.02 in total furniture purchases and \$7,470.00 in project services related to project management and receiving, delivering, and installing the furniture.

RECOMMENDATION:

Approval

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

REFERENCE:

FISCAL IMPACT:

FA 2303 - \$159,650.02

STAFF CONTACT:

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

City Hall Renovation Furniture

CITY COUNCIL

MAY 5, 2025

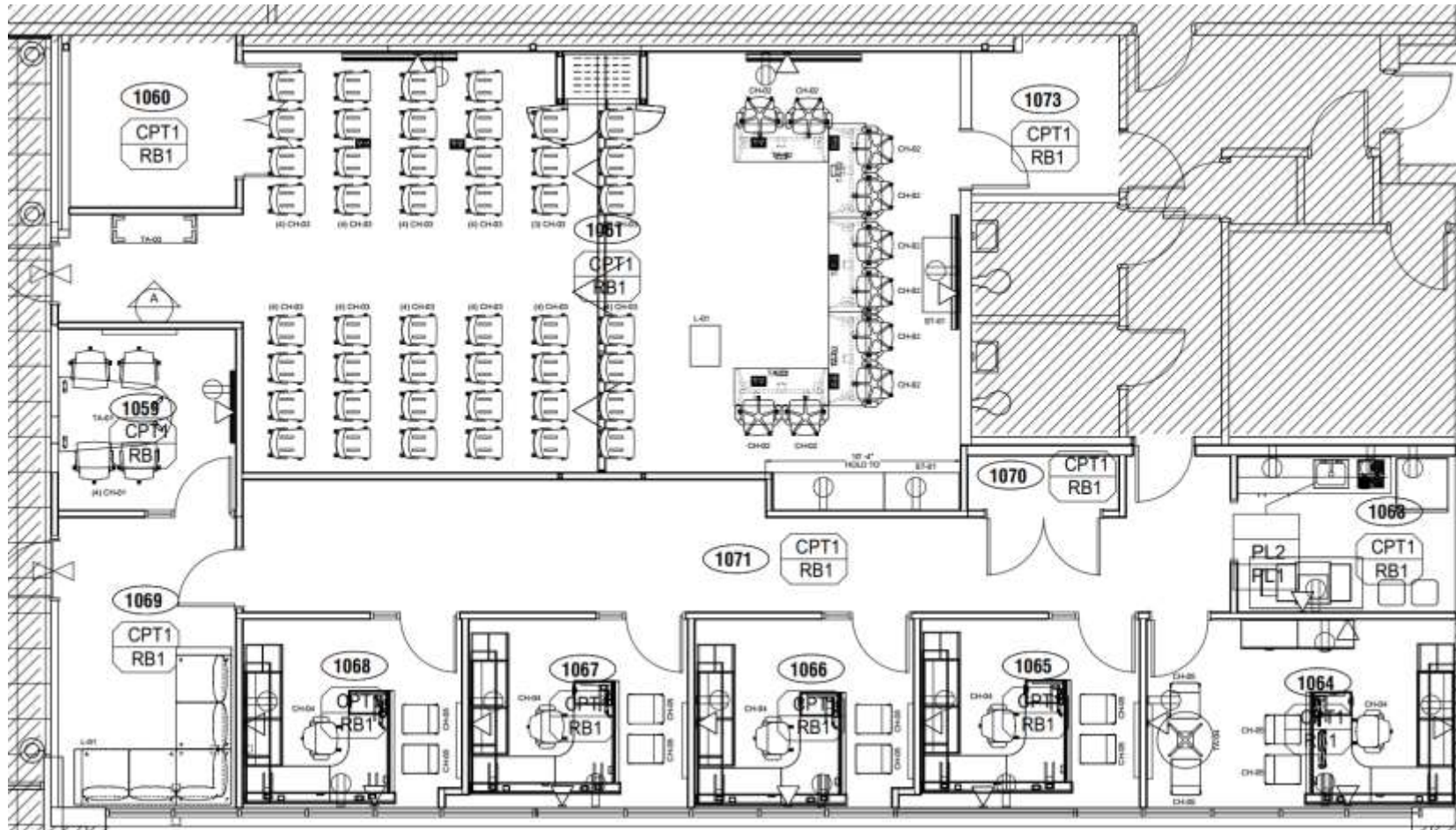
Background

On January 21, 2025, City Council approved a contract with Tegrity Contractors for the renovation of City Hall.

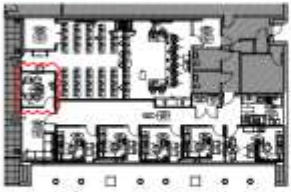
Included in the budget is the funding for furniture.



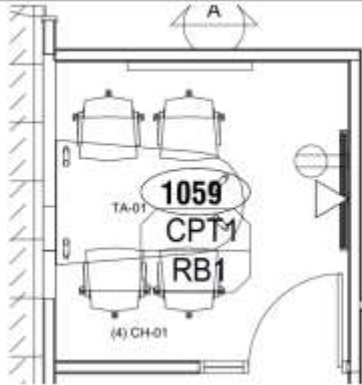
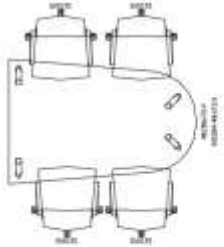
Furniture Layout



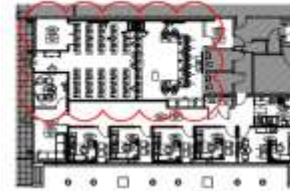
Design Solution:
1059 CONFERENCE ROOM



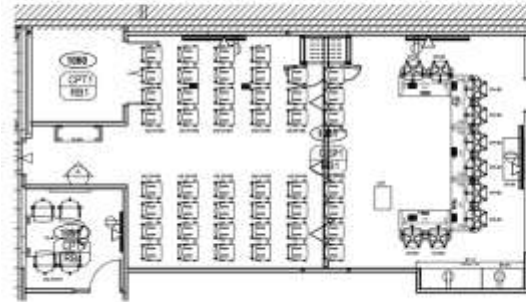
NO POWER IN CONFERENCE TABLE



Design Solution:
1061 WORKROOM

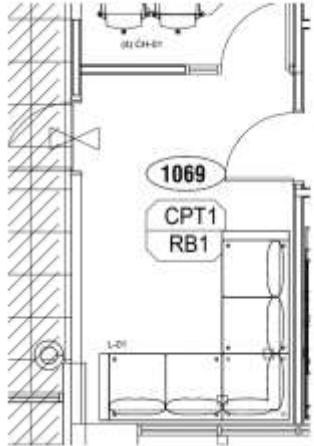


POWER IN (6) TRAINING TABLES
ADDITIONAL TABLES WILL NOT HAVE POWER

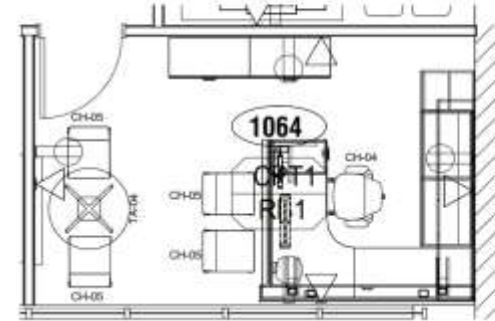
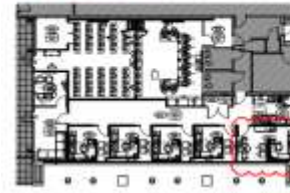


Furniture Selection

Design Solution:
1069 RECEPTION



Design Solution:
1064 AMANDA OFFICE



METAL STORAGE TO HAVE DIGITAL LOCK
LAMINATE STORAGE TO HAVE LOCK & PHYSICAL KEY
METAL STORAGE IN BLACK



Furniture Selection

Wilson Bauhaus Interiors

- Interior Design Firm
- All furniture included on cooperative purchasing agreements
- Total cost: \$159,650.02
- Total Budget: \$281,000
- Funding Included in FA2303

Action Requested

Approve a contract with
Wilson Bauhaus
Interiors for the
purchase and
installation of furniture
in the amount of
\$159,650.02.



Questions / Comments

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



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between WILSON BAUHAUS INTERIORS ("**Vendor**") and the **City of Burleson ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to multiple Agreements between the OMNIA PARTNERS **Cooperative Purchasing ("Cooperative Entity")** and Vendor, including but not limited to **Contract Nos. R240102**, **R221001**, **R240108**, and **R191803**, as amended, with respective expiration dates of 09/30/2025, 12/31/2027, 12/31/2025, and 12/31/2026.

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

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

Authorized Customer is eligible and desires to purchase

See Attachment A

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

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

Purchase Price - Payments under this Customer Agreement are in the amount of One hundred fifty-nine thousand six hundred fifty dollars and two 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 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

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

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

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

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

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

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

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR

DocuSigned by:

By: Felicia Davila

2B23B3A43CA14E9...

Name: Felicia Davila

Title: Principal

Date: 4/24/2025

ATTACHMENT A



Proposal

051 - FF&E DALLAS
 2343 WALNUT HILL LANE
 DALLAS, TX 75229
 Phone: (972) 488-4100
 Fax: (972) 488-8815
 www.wilsonbauhaus.com

Order Number	10025
Date	04/14/2025
Customer PO No	City Hall Renovation
Customer Name	City of Burleson
Salesperson	A - FELICIA DAVILA
Project Number	
Terms	100% PRE PAY
Page	1 of 15

T City of Burleson
 O 141 W. Renfro St.
 Burleson, TX 76028

ATTN: Lauren Seay
 Phone: 817.426.9897
 Email: lseay@burlesontx.com

S City of Burleson
 H 141 W. Renfro St.
 I Burleson, TX 76028
 P

T
 O ATTN: Lauren Seay
 Phone: 817.426.9897
 Email: lseay@burlesontx.com

Prepared for : A - FELICIA DAVILA

Allsteel-Gunlocke OMNIA Contract #R240102
 Kimball OMNIA Contract #R240108
 ESI OMNIA Contract #R221001
 Sit On It OMNIA Contract #R191803

Current Lead Time: 6-8 weeks EXCEPT Allsteel EVO (subject to change based on material availability when order is placed)
 Current Allsteel EVO Lead Time: 10-12 weeks (subject to change based on material availability when order is placed)

Pricing is based on current costs and may be adjusted if tariffs increase. Freight charges are estimated and may vary based on shipment weight, split shipments, and fuel surcharges. Lead times vary by manufacturer/product and may occasionally run longer than expected.

Group	Quantity	Description	Unit Price	Extended Amount
Allsteel/ Gunlocke	1.0	OMNIA Contract #R240102	122,121.35	122,121.35

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	ALLSTEEL ATLADM-BFMEDIAM4872S--\$(P1)-.P71-.GLD Admix Media Tbl Freestdng Bs 48x72 Std Hgt \$(P1):P1 Paint Opts .P71:Black .GLD:Glides Mark Line For: Tag TG: 1059 CONF. Tag GC: TA-01	694.08	694.08
2	1.00 Each	ALLSTEEL ATLADM-TRMEDL4872F--.X-\$(L1STD)-.LM16-.E9-.GN Admix Rnded Media Top 48/36x72 Lam Flat Edge .X:Non-FSC Wood \$(L1STD):Grd L1 Standard Laminates .LM16:Flint .E9:Flint .GN:Grommet No Mark Line For: Tag TG: 1059 CONF. Tag GC: TA-01	462.24	462.24
3	4.00	ALLSTEEL	779.60	3,118.40



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	Each	SV2MPNO--.F-.BLK-.S-.F-\$(6)-.CAS-212 Svelte 2.0 Uph Mid Back Chair Plain Back No FC .F:FSC Wood .BLK:Black .S:Synchro Seat Slider .F:Polished Loop Arms \$(6):Grade 6 Uph .CAS:Cassidy 2.0 212:Morocco Mark Line For: Tag TG: 1059 CONF. Tag GC: CH-01		
5	18.00 Each	ALLSTEEL AW2VM24N60CB--\$(P1)-.P27-.B Aware 24D x 60W NestingV-Leg CSTR Pnt(Kit) \$(P1):P1 Paint Opts .P27:Black .B:Black Mark Line For: Tag TG: 1061 WORKROOM Tag GC: TA-02	649.80	11,696.40
6	12.00 Each	ALLSTEEL AW3LF2460V--.X-\$(L1STD)-.PINC-.PI-.AGO 24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PI:Pinnacle .AGO:No Cutouts Mark Line For: Tag TG: 1061 WORKROOM Tag GC: TA-02	266.04	3,192.48
7	6.00 Each	ALLSTEEL AW3LF2460V--.X-\$(L1STD)-.PINC-.PI-.ATE 24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PI:Pinnacle .ATE:One Cutout for Popup Pwr 2inbk Mark Line For: Tag TG: 1061 WORKROOM Tag GC: TA-02	266.04	1,596.24
8	18.00 Each	ALLSTEEL AW4GANG Ganging Hardware Mark Line For: Tag TG: 1061 WORKROOM Tag GC: TA-02	37.80	680.40
9	6.00 Each	ALLSTEEL AW4P2C Power Harness Corded - 3 AC/1 Open Mark Line For: Tag TG: 1061 WORKROOM Tag GC: TA-02	232.20	1,393.20
10	2.00	ALLSTEEL	2,598.84	



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	Each	AW4BC4824LNG--X-\$(L1STD)-.PINC-PI-\$(L1STD)-.PINC-PI-\$(P1)-.P02-.OMT 34Hx48Wx24D BuffetCredRemovable Back LeftNo Grom .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PI:Pinnacle \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PI:Pinnacle \$(P1):P1 Paint Opts .P02:Flint .OMT:Omit Lock Core Mark Line For: Tag TG: 1061 WORKROOM Tag GC: ST-01		5,197.68
11	1.00 Each	ALLSTEEL AW4BC7224NG--X-\$(L1STD)-.PINC-PI-\$(L1STD)-.PINC-PI-\$(P1)-.P02-.OMT 34Hx72Wx24D Buffet CredenzaNo Grommet .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PI:Pinnacle \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PI:Pinnacle \$(P1):P1 Paint Opts .P02:Flint .OMT:Omit Lock Core Mark Line For: Tag TG: 1061 WORKROOM Tag GC: ST-01	3,568.68	3,568.68
12	18.00 Each	ALLSTEEL AW4SHELF--\$(P1)-.P02 Metal Interior Shelf \$(P1):P1 Paint Opts .P02:Flint Mark Line For: Tag TG: 1061 WORKROOM Tag GC: ST-01	91.44	1,645.92
13	1.00 Each	ALLSTEEL LKFE3BLK--\$(KEYNUM)-.X161-.2 Lock Core Kit Black - 3 Cores 2 Keys \$(KEYNUM):Key Number .X161:Key Number 161 .2:2 Mark Line For: Tag TG: 1061 WORKROOM Tag GC: ST-01	47.85	47.85
14	1.00 Each	ALLSTEEL AW4LECT--X-\$(L1STD)-.PINC-PI-\$(P1)-.P02 43.8 X 19.7 X2 6 Technology Ready Lectern .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates	1,970.28	1,970.28



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		.PINC:Pinnacle PI:Pinnacle \$(P1):P1 Paint Opts .P02:Flint Mark Line For: Tag TG: 1061 WORKROOM Tag GC: L-01		
15	1.00 Each	ALLSTEEL AW4LECTPWR--.BLK Single AC Power Unit .BLK:Black Mark Line For: Tag TG: 1061 WORKROOM Tag GC: L-01	63.00	63.00
16	10.00 Each	ALLSTEEL DWC-UMWNO--.BLK-.2-\$(PL1)-.BLK-.B-\$(2)-.WP-92-.TC00-\$(2)-.WP-92-.TC00 Evo Conference Uph Mid Back Chair 4D Adj Arms noFC .BLK:Black .2:Standard \$(PL1):PL1 Plastic Opts .BLK:Black (Plastic Base) .B:Black Multi-Surface \$(2):Grd 2 Uph .WP:Whisper Vinyl 92:Storm .TC00:Coordinating \$(2):Grd 2 Uph .WP:Whisper Vinyl 92:Storm .TC00:Coordinating Mark Line For: Tag TG: 1061 WORKROOM Tag GC: CH-02	797.20	7,972.00
17	1.00 Each	ALLSTEEL T51854SN--\$(L1STD)-.PINC-.PI 18Dx54W Rectangular W/S w/Flat Edge No Groms \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PI:Pinnacle Walnut Mark Line For: Tag TG: 1061 WORKROOM Tag GC: TA-03	172.84	172.84
18	4.00 Each	ALLSTEEL Y629LKNP--\$(P1)-.P27 Lt Scale 29-1/2H Leg Non-handed Pntd \$(P1):P1 Paint Opts .P27:Matte Black Mark Line For: Tag TG: 1061 WORKROOM Tag GC: TA-03	118.61	474.44
19	1.00 Each	ALLSTEEL AMPTLF36RND--.X-\$(L2STD)-.LPT1-.DP Structure 36" Diameter Round Top Lam SqrEdge .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates	242.64	242.64



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Project Number	
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		.LPT1:Portico Teak .DP:Portico Teak Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: TA-04		
20	1.00 Each	ALLSTEEL AMPTXM29G--\$(P1)-.P71 Structure X Base Med. Seated Height with Glides \$(P1):P1 Paint Grade .P71:Black Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: TA-04	267.48	267.48
22	4.00 Each	ALLSTEEL GGHB17-071--.NE-555-.U-\$(2)-.WP-92 GUN Tia Guest Armless .NE:Natural FC Maple 555:Ebony Maple .U:CTB 117 Flammability Rating \$(2):Grd 2 Uph .WP:Whisper Vinyl 92:Storm Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: CH-05	661.56	2,646.24
23	1.00 Each	ALLSTEEL GLKFE4--.BLK-\$(KEYNUM)-.X164-.1 GUN Field Installed Lock Core Kit 4 cores 2 keys .BLK:Black \$(KEYNUM):Key Number .X164:Key Number 164 .1:1 Mark Line For: Tag TG: 1064 AMANDA OFFICE	14.21	14.21
24	1.00 Each	ALLSTEEL GS2CLS6H18L-LL--.X-\$(L1STD)-.LM16-\$(L1STD)-.LM16-.HLEB-.LY-OMT GUN Closet Single Dr 6H 18W LH Lam .X:Standard No FSC \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint .HLEB:Trio Linear Black (P71) .LY:Locks Yes OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: CL 6H18L-L	1,546.01	1,546.01
25	1.00 Each	ALLSTEEL GS2FSC2460-44LL--.X-\$(L2STD)-.LPT1-\$(L1STD)-.LM16-\$(L1STD)-.LM16-.SQ-.HLEB-.VW-.OMT GUN Full Bank Cred 24D 60W -44 Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LPT1:Portico Teak	2,379.84	2,379.84



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		\$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint .SQ:Square Edge Detail .HLEB:Trio Linear Black (P71) .VW:Vinyl Wrapped Soft Close .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: CR 24x60 LF-LL		
26	1.00 Each	ALLSTEEL GS2TKW84--\$(1)-.NBLE-13-.NR GUN Wall Mnt Tkbrd 84W \$(1):Grd 1 Uph .NBLE:Noble 13:Dawn .NR:FSC Not Required Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: TKW84	494.17	494.17
27	1.00 Each	ALLSTEEL GS4LALNKDPD-3--.MEM-P71 GUN L SHAPE HAT 3 Motor Kit for Ped & Shroud Dsk .MEM:Memory Preset Keypad P71:Black HAT Base Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: GS4LALNKDPD-3	982.57	982.57
28	1.00 Each	ALLSTEEL GS4LATOP30722466R-L--.X-\$(L2STD)-.LPT1-.SQ-.GB-P71 GUN HAT L Shape Cockpit Wksf 30x72 24x66 RH Lam .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LPT1:Portico Teak .SQ:Square Edge Detail .GB:Grommet Both P71:Black Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: GS4LATOP30722466R-L	1,102.45	1,102.45
29	1.00 Each	ALLSTEEL GS4PLDMF3072R-AL--.X-\$(L1STD)-.LM16-\$(L1STD)-.LM16-.HLEB-.OMT GUN HAT L Shape Full Mod Kit -A Ped 30x72 RH Lam .X:Standard - No FSC \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint .HLEB:Trio Linear Black (P71) .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: LD-HA 30x72-L	1,228.55	1,228.55
30	1.00	ALLSTEEL	975.91	975.91



Proposal

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Project Number	
Terms	100% PRE PAY
Page	7 of 15

	Each	GS4PLWFP96-L--.X-\$(L1STD)-.LM16 GUN HAT L Shape Workwall Acc Pnl Full 96W Lam .X:Standard - No FSC \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: LW-HA x96-L		
31	1.00 Each	ALLSTEEL MIW-KWNO--.BLK-.BLK-.BLK-.L-.2-.B-.NM10-\$(5COM)-.S562230XP Mimeo Work Chair Knit Back 4D Arms No Firecode .BLK:Black .BLK:Black .BLK:Black .L:Lumbar .2:Standard cylinder .B:Black Multi-Surface .NM10:Onyx \$(5COM):GRD 5 COM UPH .S562230XP:CF STINSON LAREDO - CHOCOLATE Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: CH-04	906.40	906.40
33	1.00 Each	ALLSTEEL SPL-GS3-WMC-LG--.M1043450-.X-\$(L1STD)-.S-.GLO2 SPL Wall Mnt Cab w/Hngd Glass Dr .M1043450:.M1043450 .X:Standard No FSC \$(L1STD):Grd L1 Standard Laminates .S:Charcoal .GLO2:Loft Glass Mark Line For: Tag TG: 1064 AMANDA OFFICE	3,249.19	3,249.19
34	1.00 Each	ALLSTEEL T51872SN--\$(L2STD)-.LPT1-.DP 18Dx72W Rectangular W/S w/Flat Edge No Groms \$(L2STD):Grd L2 Standard Laminates .LPT1:Portico Teak .DP:Portico Teak Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: 18x72	232.29	232.29
35	1.00 Each	ALLSTEEL YPLDIGMGR Digilock Manager Key Mark Line For: Tag TG: 1064 AMANDA OFFICE	94.85	94.85
36	1.00 Each	ALLSTEEL YPLDIGPRG Digilock Programming Key Mark Line For: Tag TG: 1064 AMANDA OFFICE	122.85	122.85
37	2.00 Each	ALLSTEEL YPLP283618FFM--.BK-.S-P8X-\$(P1)-.P27-\$(MATCH)-.NA-.E-BNL Align 28x36x18 2H Lateral Plinth MetFront .BK:Flush Plinth	920.50	1,841.00



Proposal

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Order Number	10025
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Salesperson	A - FELICIA DAVILA
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		.S:Square P8X:Solar Black \$(P1):P1 Paint Opts .P27:Black \$(MATCH):Match Case .NA:Match Case .E:Digilock BNL:Brushed Nickel Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: LF 2/36		
39	8.00 Each	ALLSTEEL GGHB17-071--.NE-555-.U-\$(2)-.WP-92 GUN Tia Guest Armless .NE:Natural FC Maple 555:Ebony Maple .U:CTB 117 Flammability Rating \$(2):Grd 2 Uph .WP:Whisper Vinyl 92:Storm Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: CH-05	661.56	5,292.48
40	4.00 Each	ALLSTEEL GS2CLS6H18R-LL--.X-\$(L1STD)-.LM16-\$(L1STD)-.LM16-.HLEB-.LY-OMT GUN Closet Single Dr 6H 18W RH Lam .X:Standard No FSC \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint .HLEB:Trio Linear Black (P71) .LY:Locks Yes OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: CL 6H18R-L	1,546.01	6,184.04
41	4.00 Each	ALLSTEEL GS2FSC2460-44LL--.X-\$(L2STD)-.LPT1-\$(L1STD)-.LM16-\$(L1STD)-.LM16-.SQ-.HLEB-.VW-.OMT GUN Full Bank Cred 24D 60W -44 Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LPT1:Portico Teak \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint .SQ:Square Edge Detail .HLEB:Trio Linear Black (P71) .VW:Vinyl Wrapped Soft Close OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE	2,379.84	9,519.36



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42	4.00 Each	Tag GC: CR 24x60 LF-LL ALLSTEEL GS2TKW84--\$(1)-.NBLE-13-.NR GUN Wall Mnt Tkbrd 84W \$(1):Grd 1 Uph .NBLE:Noble 13:Dawn .NR:FSC Not Required Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: TKW84	494.17	1,976.68
43	4.00 Each	ALLSTEEL GS4LALNKDPD-3--.MEM-P71 GUN L SHAPE HAT 3 Motor Kit for Ped & Shroud Dsk .MEM:Memory Preset Keypad P71:Black HAT Base Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: GS4LALNKDPD-3	982.57	3,930.28
44	4.00 Each	ALLSTEEL GS4LATOP30722466L-L--.X-\$(L2STD)-.LPT1-.SQ-.GB-P71 GUN HAT L Shape Cockpit Wksf 30x72 24x66 LH Lam .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LPT1:Portico Teak .SQ:Square Edge Detail .GB:Grommet Both P71:Black Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: GS4LATOP30722466L-L	1,102.45	4,409.80
45	4.00 Each	ALLSTEEL GS4PLDMF3072L-AL--.X-\$(L1STD)-.LM16-\$(L1STD)-.LM16-.HLEB-.OMT GUN HAT L Shape Full Mod Kit -A Ped 30x72 LH Lam .X:Standard - No FSC \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint .HLEB:Trio Linear Black (P71) .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: LD-HA 30x72-L	1,228.55	4,914.20
46	4.00 Each	ALLSTEEL GS4PLWFP96-L--.X-\$(L1STD)-.LM16 GUN HAT L Shape Workwall Acc Pnl Full 96W Lam .X:Standard - No FSC \$(L1STD):L1 Standard Lam Opts .LM16:Charcoal/Flint Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: LW-HA x96-L	975.91	3,903.64
47	1.00 Each	ALLSTEEL LKFE4BLK--\$(KEYNUM)-.SEQ/-165-.4	117.16	117.16



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		Lock Core Kit Black - 4 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 165:Key Number 165 .4:4 Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE		
48	4.00 Each	ALLSTEEL MIW-KWNO--.BLK-.BLK-.BLK-.L-.2-.B-.NM10-\$(5COM)-.S562230XP Mimeo Work Chair Knit Back 4D Arms No Firecode .BLK:Black .BLK:Black .BLK:Black .L:Lumbar .2:Standard cylinder .B:Black Multi-Surface .NM10:Onyx \$(5COM):GRD 5 COM UPH .S562230XP:CF STINSON LAREDO - CHOCOLATE Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: CH-04	906.40	3,625.60
50	4.00 Each	ALLSTEEL SPL-GS3-WMC-LG--.M1043450-.X-\$(L1STD)-.S-.GLO2 SPL Wall Mnt Cab w/Hngd Glass Dr .M1043450:.M1043450 .X:Standard No FSC \$(L1STD):Grd L1 Standard Laminates .S:Charcoal .GLO2:Loft Glass Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE	3,249.19	12,996.76
60	1.00 Each	ALLSTEEL TARIFF SURCHARGE	2,978.57	2,978.57

Group	Quantity	Description	Unit Price	Extended Amount
ESI	1.0	OMNIA Contract #R221001	1,488.50	1,488.50

Line	Quantity	Description	Unit Price	Extended Amount
21	1.00 Each	FELLOWES INC FCH4CX--BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK:Black Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: FCH4CX	205.20	205.20
32	1.00 Each	FELLOWES INC NETTA-24--GRY Mesh Wire Management Channel, 24W	67.50	67.50



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		GRY:Gray Mark Line For: Tag TG: 1064 AMANDA OFFICE Tag GC: NETTA-24		
38	4.00 Each	FELLOWES INC FCH4CX--BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK:Black Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: FCH4CX	205.20	820.80
49	4.00 Each	FELLOWES INC NETTA-24--GRY Mesh Wire Management Channel, 24W GRY:Gray Mark Line For: Tag TG: 1065/1066/1067/1068 STNRD OFFICE Tag GC: NETTA-24	67.50	270.00
55	1.00 Each	FELLOWES INC FREIGHT	125.00	125.00

Group	Quantity	Description	Unit Price	Extended Amount
Kimball	1.0	OMNIA Contract #R240108	9,715.99	9,715.99

Line	Quantity	Description	Unit Price	Extended Amount
51	2.00 Each	KIMBALL OFFICE FURNITURE N84GKL COLLETTE,GANGING KIT WITH LEG Mark Line For: Tag TG: 1069 LOBBY Tag GC: LO-01	96.75	193.50
52	1.00 Each	KIMBALL OFFICE FURNITURE N84IN9D--CFSF-LOR_66154-AA-X-S-462-C66 COLLETTE,INSIDE 90 DEGREE,SQUARE LEGS,DIAGONAL CFSF:CF STINSON GRADE F LOR_66154:LORELAI MB DOVE AA:MATCHING THREAD X:NO GROMMET S-462:METAL LEG,CINDER C66:SOFT GLIDE Mark Line For: Tag TG: 1069 LOBBY Tag GC: LO-01	2,376.45	2,376.45
53	1.00 Each	KIMBALL OFFICE FURNITURE N84L2L--CFSF-LOR_66154-AA-X-S-462-C66 COLLETTE,2 SEAT,SQUARE LEGS,STRAIGHT LEFT ARM CFSF:CF STINSON GRADE F LOR_66154:LORELAI MB DOVE AA:MATCHING THREAD X:NO GROMMET	3,440.70	3,440.70



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		S-462:METAL LEG,CINDER C66:SOFT GLIDE Mark Line For: Tag TG: 1069 LOBBY Tag GC: LO-01		
54	1.00 Each	KIMBALL OFFICE FURNITURE N84L2R--CFSF-LOR_66154-AA-X-S-462-C66 COLLETTE,2 SEAT,SQUARE LEGS,STRAIGHT RIGHT ARM CFSF:CF STINSON GRADE F LOR_66154:LORELAI MB DOVE AA:MATCHING THREAD X:NO GROMMET S-462:METAL LEG,CINDER C66:SOFT GLIDE Mark Line For: Tag TG: 1069 LOBBY Tag GC: LO-01	3,440.70	3,440.70
59	1.00 Each	KIMBALL OFFICE FURNITURE TARIFF SURCHARGE	264.64	264.64

Group	Quantity	Description	Unit Price	Extended Amount
Sit On It	1.0	OMNIA Contract #R191803	18,854.18	18,854.18

Line	Quantity	Description	Unit Price	Extended Amount
4	46.00 Each	SIT ON IT OFFICE SEATING, INC. 1061FT4.MB.AR0--SC1-FC1--~CS5-MC20--~FG5--~CAS212 Movi, Nesting Chair, Mesh Back, Armless SC1:Black FC1:Black Base ~:Black CS5:Carpet Casters MC20:Onyx Mesh ~:No Selection FG5:Fabric Grade 5 ~:No Selection CAS212:CF STINSON- CASSIDY 2.0 - MOROCCO Mark Line For: Tag TG: 1061 WORKROOM Tag GC: CH-03	401.58	18,472.68
58	1.00 Each	SIT ON IT OFFICE SEATING, INC. TARIFF SURCHARGE	381.50	381.50

Individual Items		7,470.00
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Line	Quantity	Description	Unit Price	Extended Amount
56	1.00 Each	WBI - PROJECT MGMT SERVICES PROJECT MANAGEMENT	75.00	75.00
57	1.00		7,395.00	7,395.00



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Each

WILSON BAUHAUS INSTALLATION TEAM

QUOTED LABOR

Labor to receive, deliver, and install during normal business hours.

SCOPE:

(5) offices w/ tackboards & overheads

(1) training/community room

(1) small conference room

(1) small lounge

Order Sub-Total : \$159,650.02

TOTAL ORDER : \$159,650.02

Required Deposit 50.0% : \$79,825.01

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ Name: _____ Title: _____ Date: _____



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Terms & Conditions

Company/Buyer/Title: _____

Quote/PO#/Date: _____

Address: _____

Signature: _____

Seller: wilson bauhaus interiors, LLC ("Seller") 2343 Walnut Hill Lane, Dallas, TX 75229

- ORDERS:** Buyer's order will not be processed until Seller has approved and received:
 - _____ Signed Terms & Conditions
 - _____ Signed quote or binding purchase order
 - _____ Approved and signed drawings and specifications, if applicable
 - _____ Completed and signed credit application and Buyer's good credit rating and standing with Seller
- PAYMENT:** 50% Progress Payment at order, 40% Progress Payment when product ships, and 10% Net 30 upon completed delivery and installation. A 50% progress payment is required for all orders and covers initial project design and planning time as well as reservation of materials. Please note that a 4% fee will be charged for 3rd party payments when using credit/debit cards for payment of invoices. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorneys fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.
- CANCELLATIONS:** Once executed, a furniture order cannot be cancelled without prior written approval by Seller. If Buyer would like to cancel after an order is executed, Seller will make reasonable efforts to cancel orders with manufacturers. Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. **CANCELLATION OF LABOR + SERVICES:** Service and labor must be cancelled a minimum of 24 hours prior to start time/date. Failure to so cancel will subject Buyer to a minimum fee equal to four (4) hours times the number of men scheduled in the crew times the hourly bill rate of each crew member; direct ship reconsignment; double handling fees; storage; and redelivery. Design costs accrued up to time of cancellation are payable by Buyer.
- RETURNS:** Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced at the manufacturer's discretion.
- PRICES:** Prices quoted are valid for 30 days. Quotes may not include all applicable taxes. Taxes will be added to invoice
- TITLE AND RISK OF LOSS:** Title and risk of loss pass to Buyer (a) on delivery to Buyer's dock, or (b) if product is shipped directly from manufacturer at FOB manufacturer's factory, or (c) if Buyer is unable to take delivery of product and requests that Seller store product, on earlier of date of storage or initial delivery date. Seller has a security interest in the product until all invoices have been paid in full and Buyer will execute documents to perfect that security interest.
- DELIVERY AND INSTALLATION:**
 - Business Hours:** Normal working hours are from 8:00am – 4:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
 - Condition of Job Site:** The job site will be clean and free of debris prior to delivery and installation. If other trades on the job site delay the installation, the Buyer shall pay any additional fees. It is the Buyer's responsibility to clear the area prior to the start of the installation. Buyer is responsible for moving computers and all related equipment.
 - Building Electrical Connections:** It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
 - Protection of Delivered Goods:** Property damage/replacement insurance costs are the responsibility of the Buyer. Buyer is responsible for all loss or damage by trades such as painting or plastering, electrical or telephone installation, fire or other elements.
 - Job Site Services:** Electric current, HVAC and elevator services will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will pay the fees.
 - Storage:** If Buyer is unable to take delivery of product processed through Seller's distribution center, at the agreed upon date, Seller, at Buyer's request, will store the product for the Buyer for a 30 day period at no charge to the Buyer. After 30 days, storage and handling fees will apply and will be paid by Buyer. Delay of direct deliveries to the Buyer's site will incur storage and handling fees and will be paid by the Buyer.
 - Scope:** Any services requested outside the original scope of work will be considered as a change order and will be subject to billing at the current hourly rate.
- INDUSTRY STANDARDS:** : All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
- CLAIMS AND SHIPPING DAMAGE:** Seller shall make reasonable efforts to inspect all third-party products at the time of receipt for transportation damage to packaging and potential product damage. In the event of obvious damage, Seller will file claims with the applicable shipment company and third-party manufacturer and make reasonable efforts to obtain repairs or replacement of goods on behalf of Buyer. In the event of concealed damage that is uncovered at the time of installation, Seller shall make reasonable efforts to obtain replacement goods from such third-party. Buyer understands that customer service for retail-grade products is often different than business-to-business service expected for contract goods; and as such Buyer will allow a reasonable period of time for Seller to contact provider on Buyer's behalf. Other than the obligations expressly set forth in these Terms and Conditions, Seller assumes no responsibility whatsoever for any defective third-party products, or the repair or replacement of any third-party products, and such third-party products will be delivered to Buyer as received by Seller from such third-party manufacturer.
- DELAY:** Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war and terrorism.
- LIMITATION OF LIABILITY:** Seller is not liable to Buyer for any indirect, incidental, consequential or punitive damages. Seller's maximum liability for breach of these Terms and Conditions is the amount received from Buyer hereunder.
- LOSS:** Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
- AGREEMENT:** These Terms and Conditions supersede all prior oral and written agreements related hereof. These Terms and Conditions can only be amended in a writing signed by Seller and Buyer's authorized officers. If these Terms and Conditions conflict with the documents in section 1, these Terms and Conditions control. These Terms and Conditions are governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Buyer waives application of Article 2 of the Uniform Commercial Code. If any term of these Terms and Conditions is invalid, illegal or unenforceable it will not apply but the remaining terms will continue to apply. Headings are for reference only and are not to be used in interpreting these Terms and Conditions.



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14. **WARRANTY:** Seller will honor the warranty terms of the Third-Party Product, if one exists, and will reasonably assist Buyer in making warranty claims on Third-Party Products, if applicable, but will not separately warrant that any Third-Party Product will be of good quality or workmanship or free from defect. Buyer is responsible for careful examination and understanding of any Third-Party Product warranty (available upon request). Buyer acknowledges and understands that Third-Party Products often have no warranty coverage, or a short period wherein returns are allowed. Buyer assumes responsibility for notifying Wilson Bauhaus in a timely fashion should activation of a Third-Party Product warranty be necessary. Buyer understands and acknowledges that its sole and exclusive remedy for any defective Third-Party Products shall be with the third party retailer that provided such product.

Name/Signature: _____ Date: _____

Payee: Wilson Bauhaus Interiors, LLC.
Account Type: Business Checking
Account: 5671469
Routing: 111911321

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Monica Solko, Deputy City Secretary
MEETING: May 5, 2025

SUBJECT:

Consider and take possible action on an ordinance appointing Cass Callaway for a two-year term ending May 15, 2027 to serve as Associate Judge for the City of Burleson. (Final Reading).
(Staff Contact: Monica Solko, Deputy City Secretary).

SUMMARY:

The Burleson City Charter Section 30 states the qualifications and manner to appoint municipal judges; as a competent and duly licensed attorney, practicing law in the State of Texas and shall be appointed by ordinance. Cass Callaway meets all the requirements and serves currently as an Associate Judge for the city. It is the recommendation of Presiding Judge Greg Coontz that the city re-appoint Judge Callaway for an additional two years.

The attached ordinance is before council for consideration on final reading. After approval of ordinance on final reading and execution of the Professional Services Agreement the judge will be sworn in by the City Secretary and will be considered qualified. The professional service agreement is attached for review and revisions if necessary.

RECOMMENDATION:

Staff recommends approval

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

REFERENCE:

FISCAL IMPACT:

All the municipal court judges expenses are budgeted in 1011104-50002 Wages

STAFF CONTACT:

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

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS APPOINTMENT ASSOCIATE JUDGE OF THE MUNICIPAL COURT OF RECORD OF THE CITY OF BURLESON; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ASSOCIATE MUNICIPAL COURT JUDGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has established its municipal court as a municipal court of record; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that a judge of the municipal court of record shall be appointed by the City Council by ordinance.

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

SECTION 1.

That **Cass Callaway** is hereby appointed as an associate judge of the municipal court of record in the City of Burleson, Texas, in accordance with the terms of the Agreement attached as Exhibit "A" and incorporated by reference herein.

SECTION 2.

That the Mayor is hereby authorized to execute the Agreement attached as Exhibit "A".

SECTION 3.

This appointment of the associate judge shall be for a term of two years, which shall expire on **May 15, 2027**.

SECTION 4.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5.

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

SECTION 6.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED this 5th day of May 2025.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

City Attorney

First Reading approved on April 21, 2025.

EXHIBIT A

Professional Services Agreement Associate Municipal Judge

The Agreement made and executed into this 5th day of May, 2025 by and between the City of Burleson, Texas, a Municipal Court of Record of the State of Texas, hereinafter referred to as "City" and Cass Callaway, the Associate Municipal Judge of the Burleson Municipal Court of Record hereinafter referred to as "Associate".

1. City does hereby agree to enter into an agreement with Cass Callaway for Municipal Court services beginning on May 15, 2025 and continuing through midnight on May 15, 2027 at a contract rate of \$100 per hour, and a \$1,200 monthly stipend for on-call services.
2. Associate understands and agrees that Associate is an appointed contractor of City, the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and Associate is not entitled to any benefits except as provided herein.
3. City will provide judge's robe. Additionally, City does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:
 - Texas State Bar Association
 - Tarrant County Bar Association
 - Johnson County Bar Association
4. City does hereby agree to budget and to pay for the travel and subsistence expenses of Associate training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.
5. The Associate shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Job Description and shall perform such other legally permissible and proper duties and functions as said position shall require.
6. The Associate shall keep the Presiding Municipal Judge and City Secretary informed of issues related to the Presiding Municipal Court and shall execute their performance in cooperation with the Presiding Municipal Judge to the extent such cooperation does not impair the necessity of judicial independence and avoids the appearance of impropriety.

7. During this agreement, the Associate agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Section 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
8. The Associate shall not take on representation of a client adverse to the City. The Associate shall not represent a client in a case where an employee of the City in his capacity as an employee of the City is a witness or may be summoned to appear as a witness.
9. The Associate warrants they meet the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.
10. The City Council may remove the Associate from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Chapter 30 of the Texas Government Code or its successor, as same may hereafter be amended.

In Witness Whereof, City has caused this agreement to be signed in its name by the Mayor of the City of Burleson and City corporate seal to be hereunto affixed and attested by its City Secretary, and the Associate has hereunto set their hand.

Signed:

Cass Callaway

Date

Signed:

Chris Fletcher, Mayor

Attest:

(Seal)

Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: May 5, 2025

SUBJECT:

ETJ Release Petition for 4301 Smiling Hills CT (Case 25-097): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.53 acres of land know as Tract 22, Smiling Hill. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On March 31, 2025, a petition was submitted by Mark and Melanie Golubinski (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 5.53 acres of land addressed as 4301 Smiling Hills CT as shown on the attached Exhibit 2.

RECOMMENDATION:

Deny ETJ Release Petition.

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

None

REFERENCE:

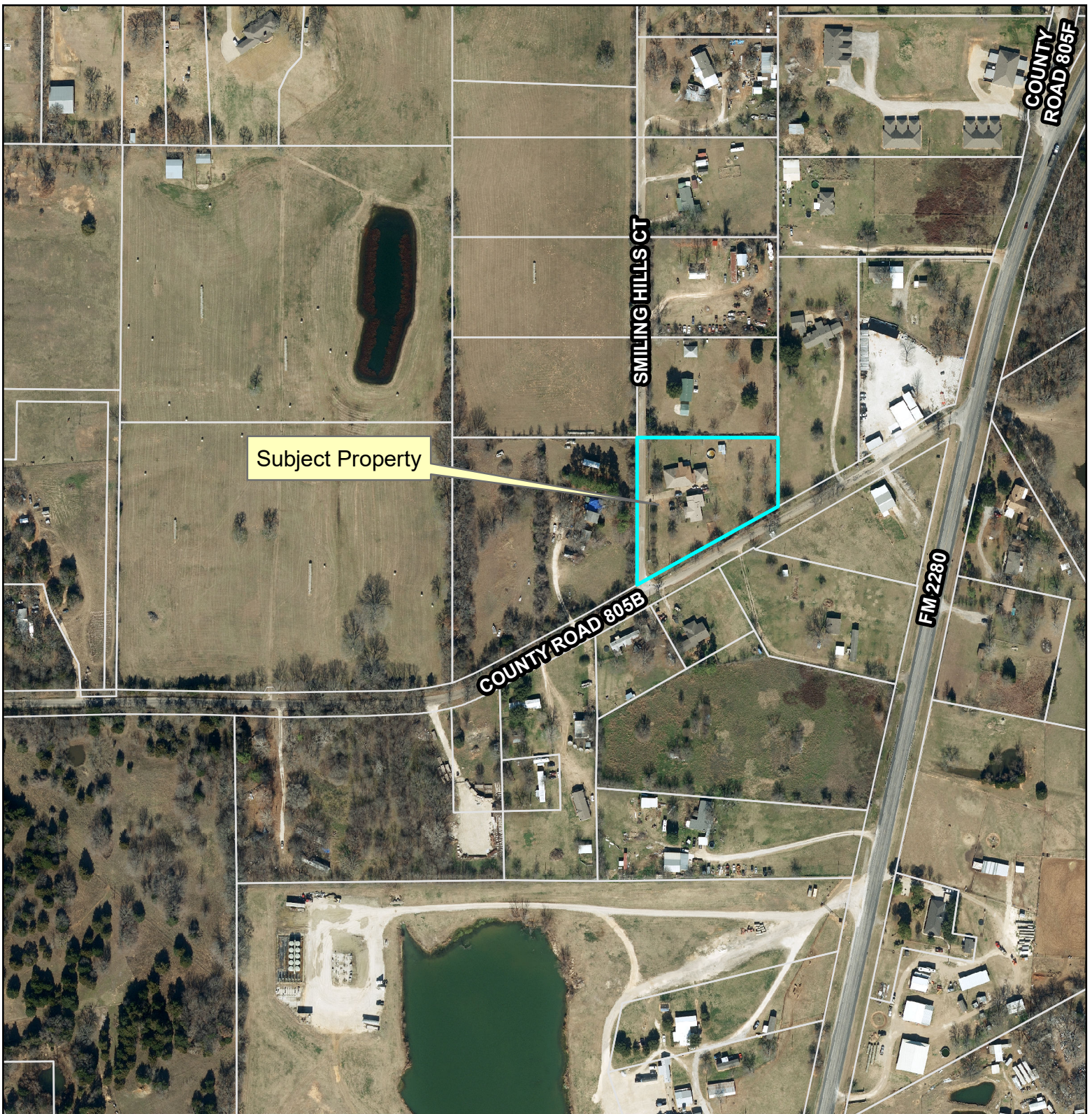
[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None.

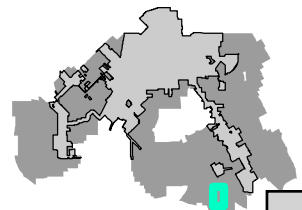
STAFF CONTACT:

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



THE CITY OF
BURLESON
TEXAS

4301 Smiling Hills CT
ETJ Release Petition
Case 25-097



Vicinity Map



Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: <u>Mark and Melanie Golubinski</u>
Company::	Company:
Address::	Address:: <u>4301 Smiling Hills Ct.</u>
	<u>Cleburne, Tx 76031</u>
Telephone:	Telephone: <u>817-240-2256</u>
Email:	Email: <u>mgolubinski@yahoo.com</u>
Signature:	Signature:

SITE INFORMATION

Number of properties within the area to be released:	<u>1</u>
General location or address of area to be released:	<u>4301 Smiling Hills Ct. Cleburne, TX 76031</u>
Total Acres to be released:	<u>5.53</u>
County of Request	<u>Johnson</u>

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





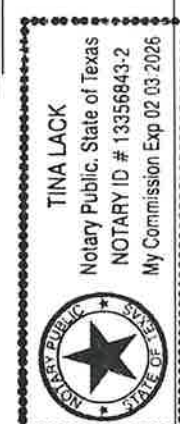

<u>mg</u>	Completed Application
<u>mg</u>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<u>mg</u>	Signed "Release from ETJ Petition" (see next page)
	50% of all owners within the area to be released must provide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

Received by
City Secretary's Office

MAR 31 2025

CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
#126-3543-00220 4301 Smiling Hills Ct, Cleburne, TX 76031		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>March 27, 2025</u> By <u>Tina Lack</u> Print name of signer(s)   Notary Signature</p>
		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>March 28th, 2025</u> By <u>Tina Lack</u> Print name of signer(s)   Notary Signature</p>

4301 Smiling Hills Ct, Cleburne, TX, 76031
Texas, 5.53 AC +/-



Boundary



The information contained herein was obtained from sources deemed to be reliable. Land id.® Services makes no warranties or guarantees as to the completeness or accuracy thereof.

4301 Smiling Hills Ct, Cleburne, TX 76031-0007, Johnson County

APN: 126-3543-00220 CLIP: 1193244491

Beds	3	Full Baths	2	Half Baths	N/A	Sale Price	N/A	Sale Date	N/A
Bldg Sq Ft	2,146	Lot Sq Ft	240,887	Yr Built	1985	Type	SFR		

OWNER INFORMATION

Owner Name	Golubinski Mark W	Tax Billing Zip	76031
Owner Name 2	Golubinski Melanie J	Tax Billing Zip+4	0007
Tax Billing Address	4301 Smiling Hills Ct	Owner Occupied	Yes
Tax Billing City & State	Cleburne, TX		

LOCATION INFORMATION

Location City	Cleburne	Census Tract	1302.10
School District	Joshua ISD	Carrier Route	R012
School District Code	10	Within 250 Feet of Multiple Flood Zone	No
Subdivision	Smiling Hills		

TAX INFORMATION

Tax ID	126-3543-00220	Exemption(s)	Homestead
Alternate Tax ID	R000052550	Lot	22
Parcel ID	126354300220		
Legal Description	LOT 22 SMILING HILLS		

ASSESSMENT & TAX

Assessment Year	2024	2023	2022
Assessed Value - Total	\$161,531	\$146,846	\$133,496
YOY Assessed Change (\$)	\$14,685	\$13,350	
YOY Assessed Change (%)	10%	10%	
Market Value - Total	\$334,020	\$300,840	\$210,927
Market Value - Land	\$282,030	\$248,850	\$165,900
Market Value - Improved	\$51,990	\$51,990	\$45,027

Tax Year	Total Tax	Change (\$)	Change (%)
2022	\$2,400		
2023	\$2,312	-\$88	-3.65%
2024	\$2,818	\$505	21.86%

Jurisdiction	Tax Amount	Tax Type	Tax Rate
Joshua ISD	\$2,031.25	Actual	1.2575
Johnson County	\$531.88	Actual	.32928
Hill College Jos	\$80.77	Actual	.05
Lateral Road	\$80.77	Actual	.05
Johnson Co Esd#1	\$92.90	Actual	.05751
Total Estimated Tax Rate			1.7443

CHARACTERISTICS

Land Use - Corelogic	SFR	# of Buildings	1
Land Use - State	Sgl-Fam-Res-Home	Bedrooms	3
Building Type	Residential	Total Baths	2
Estimated Lot Acres	5.53	Full Baths	2
Estimated Lot Sq Ft	240,887	Garage Type	Detached Garage
Building Sq Ft	2,146	Garage Sq Ft	480
Total Building Sq Ft	2,146	Year Built	1985

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
Detached Garage Frame	S	480	1985	\$897

SELL SCORE

Rating	Moderate	Value As Of	2025-03-23 04:43:03
Sell Score	545		

ESTIMATED VALUE

RealAVM™	\$438,400	Confidence Score	89
RealAVM™ Range	\$404,700 - \$472,100	Forecast Standard Deviation	8
Value As Of	03/10/2025		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal. This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS

Estimated Value	2724	Cap Rate	4.8%
Estimated Value High	3777	Forecast Standard Deviation (FSD)	0.39
Estimated Value Low	1671		

(1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.

(2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY

Recording Date	08/02/2011
Nominal	Y
Buyer Name	Golubinski Mark W & Melanie J
Seller Name	Golubinski Janet R
Document Number	18154
Document Type	Warranty Deed

OWNER TRANSFER INFORMATION

Recording Date	08/02/2011	Document #	18154
Settle Date	07/25/2011	Owner Name	Golubinski Mark W
Deed Type	Warranty Deed		

MORTGAGE HISTORY

Mortgage Date	04/02/2024	08/02/2011
Mortgage Amount	\$249,000	\$80,000
Mortgage Lender	First Fin'l Bk Na	
Mortgage Code	Conventional	Private Party Lender

PROPERTY MAP



*Lot Dimensions are Estimated



Stewart/11107622/504/LL

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU
MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM
ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE
IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY
NUMBER OR YOUR DRIVER'S LICENSE NUMBER
WARRANTY DEED WITH VENDOR'S LIEN

Date: July 25, 2011

Grantor: **Janet R. Golubinski, a single person**

Grantor's Mailing Address (including county): _____

Grantee: **Mark W. Golubinski and Melanie J. Golubinski**

Grantee's Mailing Address (including county): 4301 Smiling Hills Court, Cleburne, Johnson County, TX 76033

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note dated of even date that is in the principal amount of Eighty Thousand and No/100th Dollars (\$80,000.00) and is executed by Grantee, payable to the order of Janet R. Golubinski. The note is secured in part by a vendor's lien retained in favor of Janet R. Golubinski in this deed and by a deed of trust of even date herewith, from Grantee to David C. Young, Trustee.

Janet R. Golubinski, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced in part by the note described, the vendor's lien and superior title to the property are retained for the benefit of Janet R. Golubinski without recourse on Grantor.

Property (including any improvements):

All that certain lot, tract or parcel of land situated in the JEFFERSON HAGGERTY SURVEY, Abstract No. 329, Johnson County, Texas, and being part of that certain 70.43 acre tract recorded in Volume 837, Page 540, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod at the southwest corner of said 70.43 acre tract in the south line of said Jefferson Haggerty Survey, the north line of the George McIntosh Survey, Abstract No. 624, and the north line of C. R. 805-B;

THENCE North, generally along a fence with the west line of said 70.43 acre tract, 656.55 feet to an iron rod for a corner;

THENCE East, 460.0 feet to an iron rod for a corner in the centerline of a 60.0 foot road easement;

THENCE South, along said centerline, 391.59 feet to an iron rod for a corner in said survey line, the north line of said C. R. 805-B and the south line of said 70.43 acre tract;

THENCE South 60 degrees, 03 minutes, 34 seconds West, generally along a fence with said north right-of-way, said survey line and the south line of said 70.43 acre tract, 530.84 feet to the Point of Beginning and containing 5.53 acres of land, more or less.

Said described property also known as **Tract Twenty-two (22), SMILING HILL, an Addition to Johnson County, Texas, according to the Plat thereof recorded in Volume 3, Page 89, Plat Records, Johnson County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty: This conveyance is given and accepted subject to any and all restrictions, mineral reservations, covenants, conditions, rights-of-way, easements of record in said County, and municipal and other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property.

There is hereby reserved unto Grantor, their heirs and assigns all of Grantor's interest in the oil, gas and other minerals in and under and that may be produced from the above property, by whatever method produced or extracted, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. Janet R. Golubinski ("Lender"), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

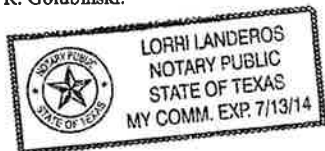
Taxes for the current year have been prorated and their payment is assumed by Grantee.

When the context requires, singular nouns and pronouns include the plural.

Janet R. Golubinski
JANET R. GOLUBINSKI

STATE OF TEXAS §
COUNTY OF Johnson §

This instrument was acknowledged before me on the 28 day of July, 2011, by Janet R. Golubinski.



Lorri Landeros
Notary Public, State of Texas

After Recording, Return to:
Mark W. Golubinski and Melanie J. Golubinski
4301 Smiling Hills Court
Cleburne, TX 76033



Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

FILED FOR RECORD IN:

JOHNSON CO. CLERK - RECORDING

ON: AUG 02, 2011 AT 11:36A

AS A(N) REAL PROPERTY

Becky Williams: COUNTY CLERK

CLERK NUMBER: 1301272

AMOUNT: 30.00

RECEIPT NUMBER: 1301272

BY LETTER

STATE OF TEXAS

AS STAMPED HEREIN BY ME: AUG 02, 2011

Becky Williams: COUNTY CLERK

Recorded: _____

WARNING -- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

ZC – 2120 Houston

Location:

- 2120 Houston

Applicant:

Ruben and Lucia Jaramilo (owners)

Item for approval:

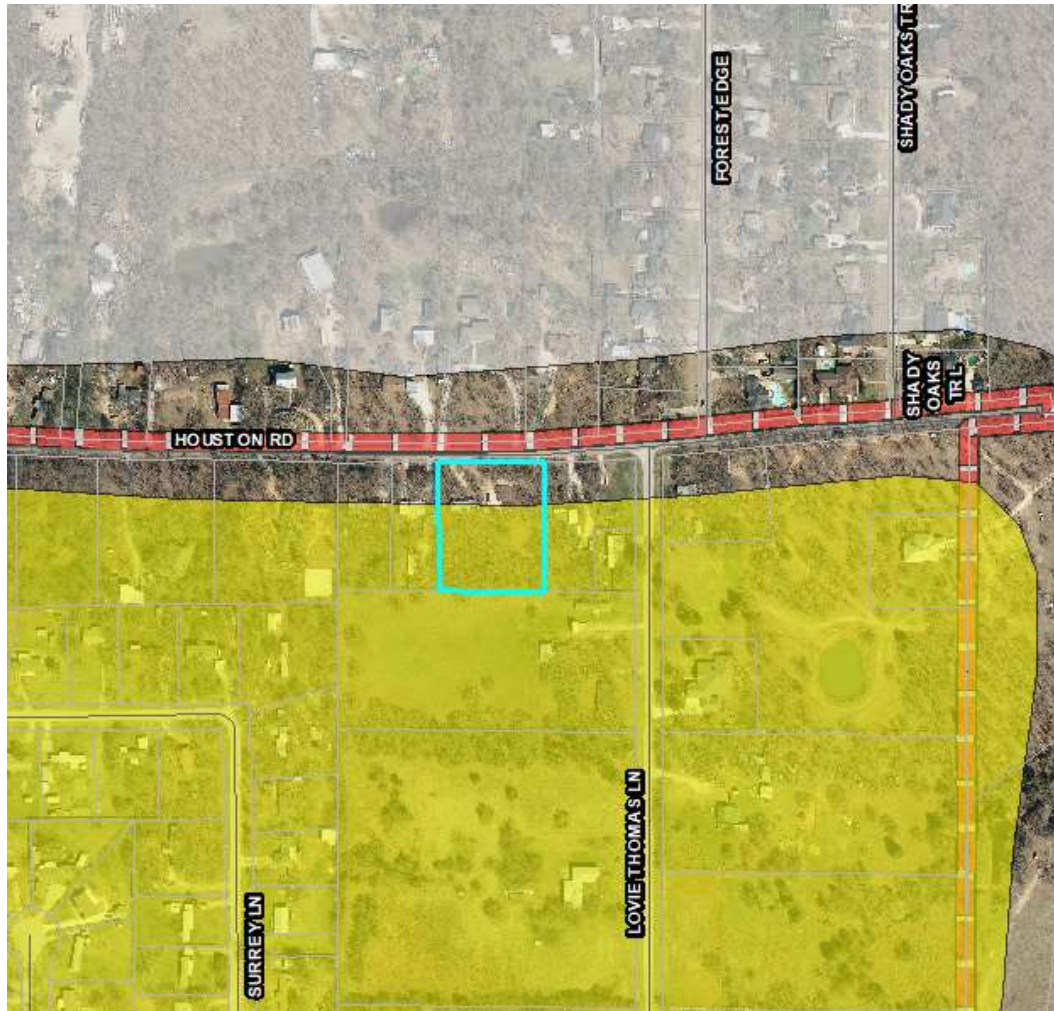
Zoning Change from "A" Agricultural to
"SFE" Single-family Estate district

(Case 25-070)



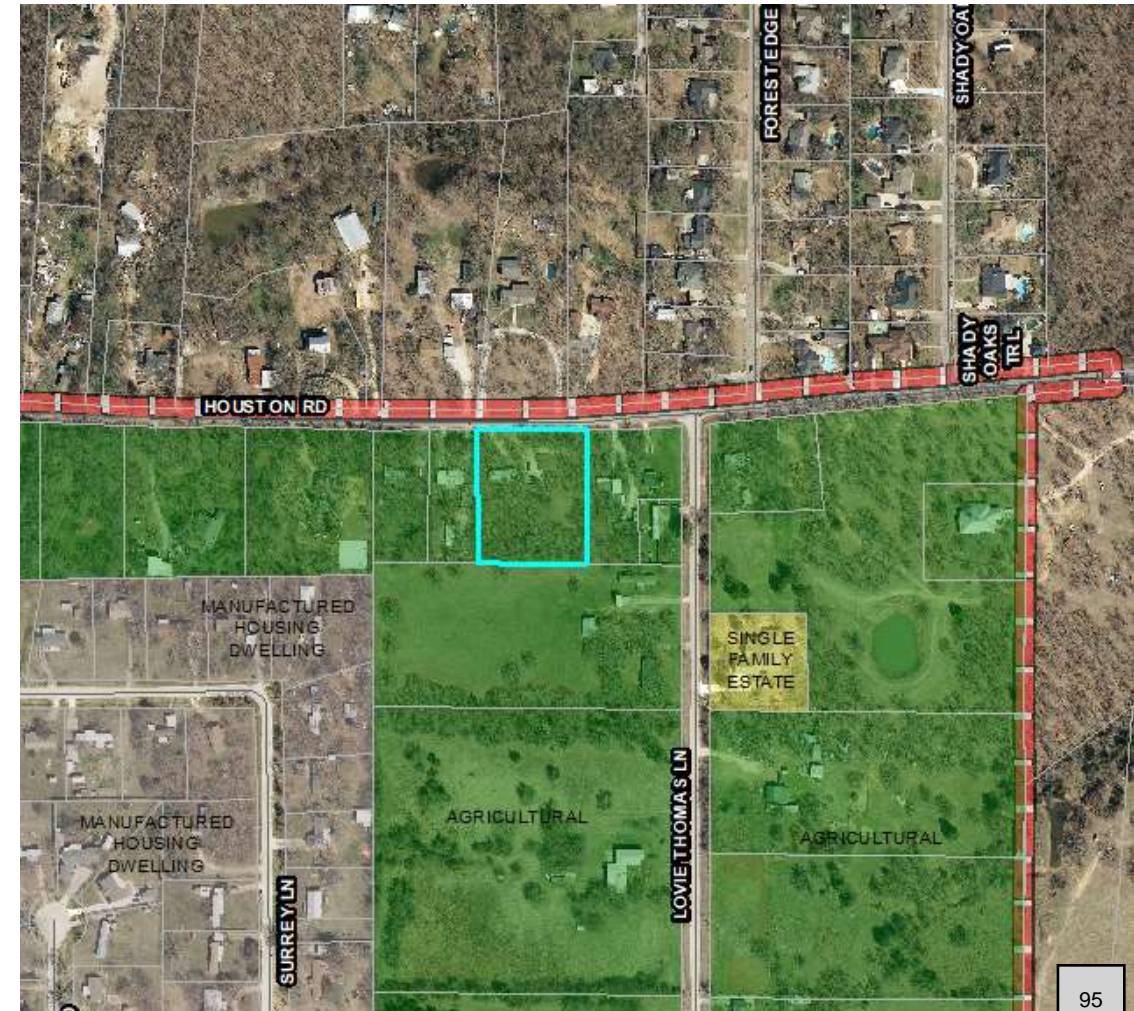
Comprehensive Plan

Neighborhoods



Zoning

A, Agricultural



ZC – 2120 Houston

Applicant is proposing to build a single-family detached home if the zoning request is approved.

Minimum lot size for SFE is 1 acre.
Property is approximately 1.52 acres in size. Platting and building permit reviews will be required prior to development of the site.

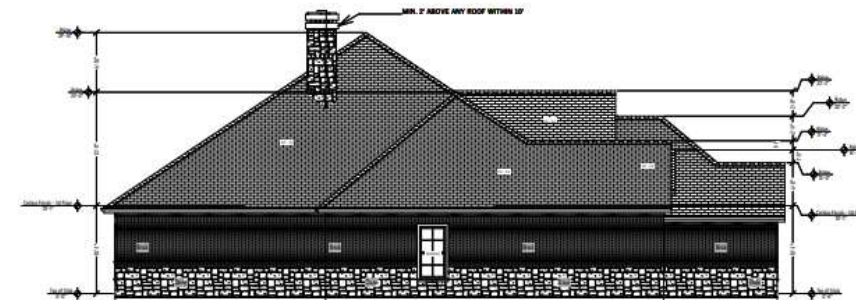
Applicant provided elevations



Back Elevation
Scale: 1/8" = 1'



Right Elevation
Scale: 1/8" = 1'



Left Elevation
Scale: 1/8" = 1'

ZC – 2120 Houston

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- Published in newspaper
- Signs Posted on the property



Legend

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

ZC – 2120 Houston

P&Z Summary

Vote

Recommended approval unanimously

Discussion

P&Z Commissioner asked about an old house on aerial photo. Only one house would be allowed on the lot, any existing dwelling structures would have to be removed prior to issuance of building permits for a new home.

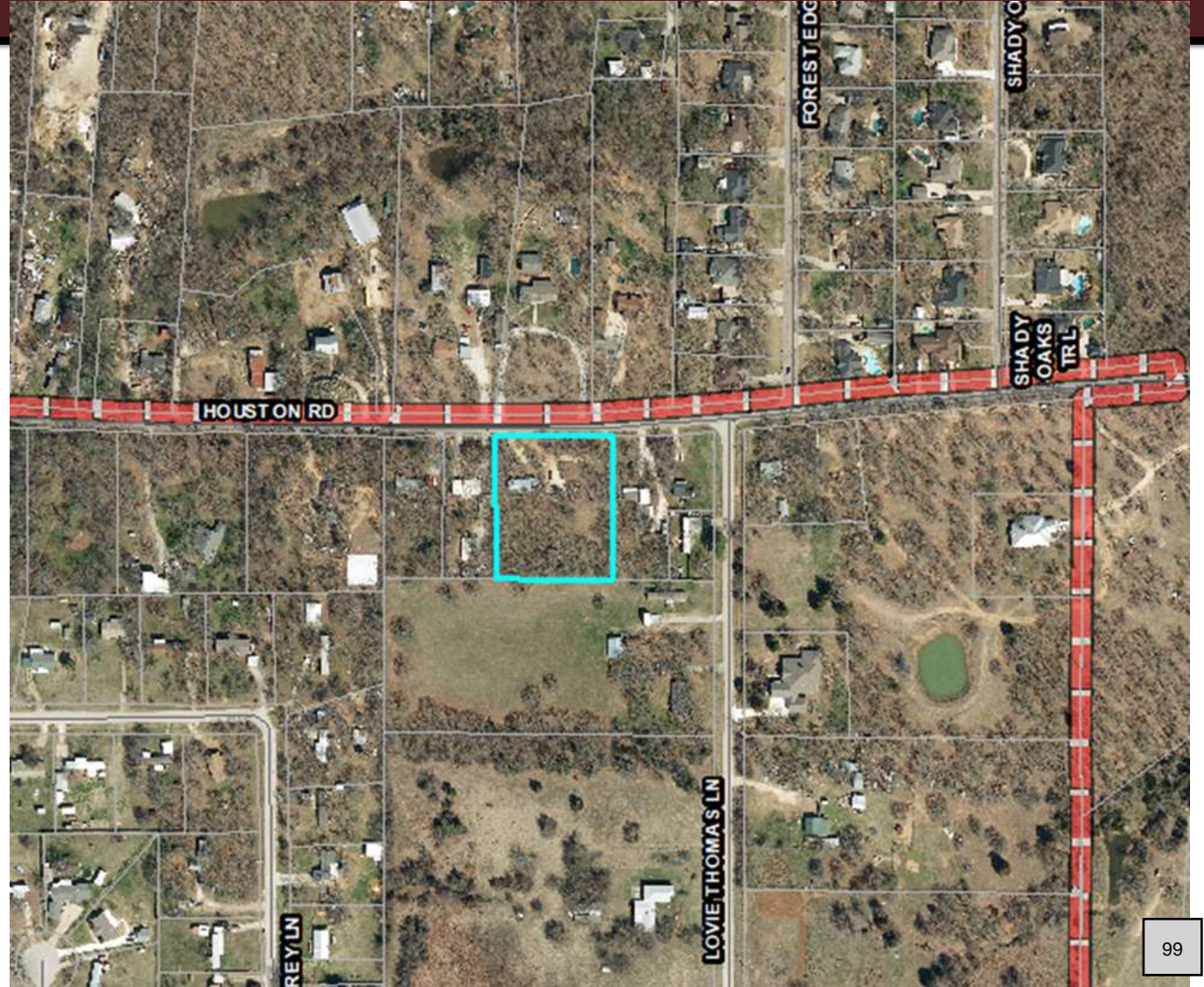
Speakers

Applicant was present (no questions)

ZC – 2120 Houston

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “Single-family Estate district.
- Residential land use conforms with the Comprehensive Plan and proposed 1 acre lots size does not allow further subdivision of the property.



City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: May 5, 2025

SUBJECT:

2120 Houston RD (Case 25-070): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "A, Agricultural", to "SFE, Single-family Estate District". *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On March 3, 2025, an application was submitted by Ruben and Lucia Jaramilo (owners) for a zoning change request on approximately 1.513 acres of land for development of a detached single-family dwelling in accordance with the SFE, Single-family Estate district.

Development Overview:

The applicant is proposing to have a single-family home constructed on the site if the zoning is approved. The adjacent tracts of land to this site are currently zoned A, Agricultural and primarily being used for residential. The minimum lot size in the SFE, Single-family Estate district is 1 acre. Building permit reviews will be required prior to any new development at the site.

This site is designated in the Comprehensive Plan as Neighborhoods

This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots.

Staff supports the zoning request as the SFE, Single-family Estate zoning district conforms to the Comprehensive Plan and the minimum lot size of the requested district is in character with the adjacent existing land uses.

RECOMMENDATION:

Approve the ordinance for the zoning change request (Case 25-070).

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

April 9, 2025 – P&Z recommended approval unanimously.

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS](#)

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 1.5132 ACRES OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NUMBER (NO.) 97, CITY OF BURLESON, JOHNSON, COUNTY, TEXAS, BEING A TRACT OF LAND CONVEYED TO RUBEN LUNA AND LUCIA JARAMILLO ACCORDING TO A WARRANTY DEED THEREOF RECORDED IN DOCUMENT NO. 2023-35662, OF THE DEED RECORDS JOHNSON COUNTY, TEXAS (D.R.J.C.T) FROM "A" AGRICULTURAL TO "SFE" SINGLE-FAMILY ESTATE DISTRICT, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, an application for a zoning change was filed by **Ruben and Lucia Jaramillo** on **March 17, 2025**, under **Case Number 25-070**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **7 to 0** to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Agricultural (A)** to **Single-family Estate district (SFE)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest

were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

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

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

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

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

Section 1 MAP AND ZONING AMENDMENT

The Official Zoning Map is hereby amended insofar as it relates to certain land described as 1.5132 ACRES OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NUMBER (NO.) 97, City of Burleson, Johnson, County, Texas, being all of that tract of land conveyed to Ruben Luna and Lucia Jaramillo according to a warrant deed recorded in Document NO. 2023-35662 of the Deed Records Johnson County, Texas (D.R.J.C.T), described in Exhibit A, from A, Agricultural to SFE, Single-family Estate district.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A
Property Description

WHEREAS, RUBEN LUNA AND LUCIA JARAMILLO IS (ARE) THE OWNER(S) OF A 1.5132 ACRE TRACT OF LAND IN THE B.B.B & C.R.R. SURVEY, ABSTRACT NUMBER 97, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING THAT TRACT OF LAND CONVEYED TO RUBEN LUNA AND LUCIA JARAMILLO ACCORDING TO A WARRANTY DEED THEREOF RECORDED IN DOCUMENT NUMBER 2023-35662 OF THE OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNIG AT A 1/2" IRON ROD FOUND ALONG THE SOUTH LINE OF HOUSTON ROAD- A VARIABLE WIDTH RIGHT OF WAY, SAID POINT BEING AT THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO THOMAS E. BORING AND MARY HENDRIX ACCORDING TO WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3583-347 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE N 89° 42'07" E, ALONG SAID SOUTH LINE AND WITH THE NORTH LINE OF HEREIN DESCRIBED TRACT, A DISTANCE OF 230.76 FEET (DEED - 231.0 FEET) TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO PAUL D. FAHEY ETUX AS RECORDED IN VOLUME 1664, PAGE 291 OF THE DEED RECORDS, JOHNSON COUNTY, TEXAS

THENCE S 00° 19' 14" W, DEPARTING SAID SOUTH LINE AND WITH THE WEST LINE OF SAID PAUL D. FAHEY TRACT SAME BEING THE EAST LINE OF HEREIN DESCRIBED TRACT A DISTANCE OF 289.18 FEET (DEED - 290.0 FEET) TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID PAUL D. FAHEY TRACT, SAME POINT ALSO BEING ALONG THE NORTH LINE OF CANNON DONALD AND RUBY REVOCABLE TRUST TRACT;

THENCE N 89°34' 31" W, WITH THE SOUTH LINE OF HEREIN DESCRIBED TRACT SAME BEING THE NORTH LINE OF SAID CANNON DONALD TRACT A DISTANCE OF 227.64 FEET (DEED - 230.3 FEET) TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED THOMAS E. BORING AND MARY HENDRIX TRACT, SAME BEING THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE N 00° 18' 00" W WITH THE EAST LINE OF SAID THOMAS BORING TACT SAME BEING THE WEST LINE OF HEREIN DESCRIBED TRACT, A DISTANCE OF 286.29 FEET (DEED - 286.4 FEET) TO THE POINT OF BEGINNING AND CONTAINING 65,914 SQUARE FEET OR 1.5132 ACRES OF LAND WITHIN THE METES RECITED.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony D. McIlwain, Development Services Director

MEETING: May 5, 2025

SUBJECT:

Hold a public hearing, consider, and take possible action on a resolution creating the Chisholm Summit Public Improvement District (PID). (*Staff Contact: Tony McIlwain, Development Services Director*)

SUMMARY:

A Public Improvement District (PID) is a defined geographical area established to provide specific types of improvements or maintenance which are financed by assessing property owners within the area. The developer has submitted a petition for the creation of a PID and staff is presenting the petition to Council with the opinion that it meets policy objectives. A resolution accepting the petition and setting a public hearing date for the creation of the PID is included as Attachment 3. City Council adopted an updated Public Improvement District Policy on March 24, 2025.

City staff received a petition requesting the creation of the Chisholm Summit Public Improvement District (PID). Chisholm Summit is an approximate 807-acre master-planned community contemplating 3,066 residential units, with a mix of single-family and townhome/senior living/ multifamily housing types. The other elements of the development are:

- Over 10 miles interconnected Trail System
- 100 acres dedicated Park land
 - Community Park, Pocket Parks, Trail Parks
 - Equestrian Center
 - Passive & Natural Areas
- 28 acres – Commercial nodes
 - Neighborhood services at high-traffic corners
 - Central node - “Chisholm Square”

The draft resolution (Attachment 3) creates the PID, but does not commit the City to particular improvements to be funded by the PID or an assessment rate. The resolution includes \$115,000,000 for the estimated cost.

Upon adoption of the PID Creation resolution, the next Council actions will be required:

- Call for Assessment Hearing
- First Reading of Bond Ordinance
- Second Reading of Bond Ordinance

RECOMMENDATION:

Staff recommends the Council approve the resolution creating the Chisholm Summit Public Improvement District (PID)

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

April 7, 2025: City Council approved a resolution accepting the landowner petition requesting the creation of the Chisholm Summit Public Improvement District (PID).

April 18, 2025: Notification to property owners within the proposed PID was provided. Public notice of a May 5, 2025 Council meeting for the PID appeared in the Fort Worth Star-Telegram.

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A
Account Number(s): N/A
Fund: N/A
Account Description: N/A

STAFF CONTACT:

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



Creation of the Chisholm Summit Public Improvement District (PID)

CITY COUNCIL

MAY 5, 2025

Chisholm Summit PID Request

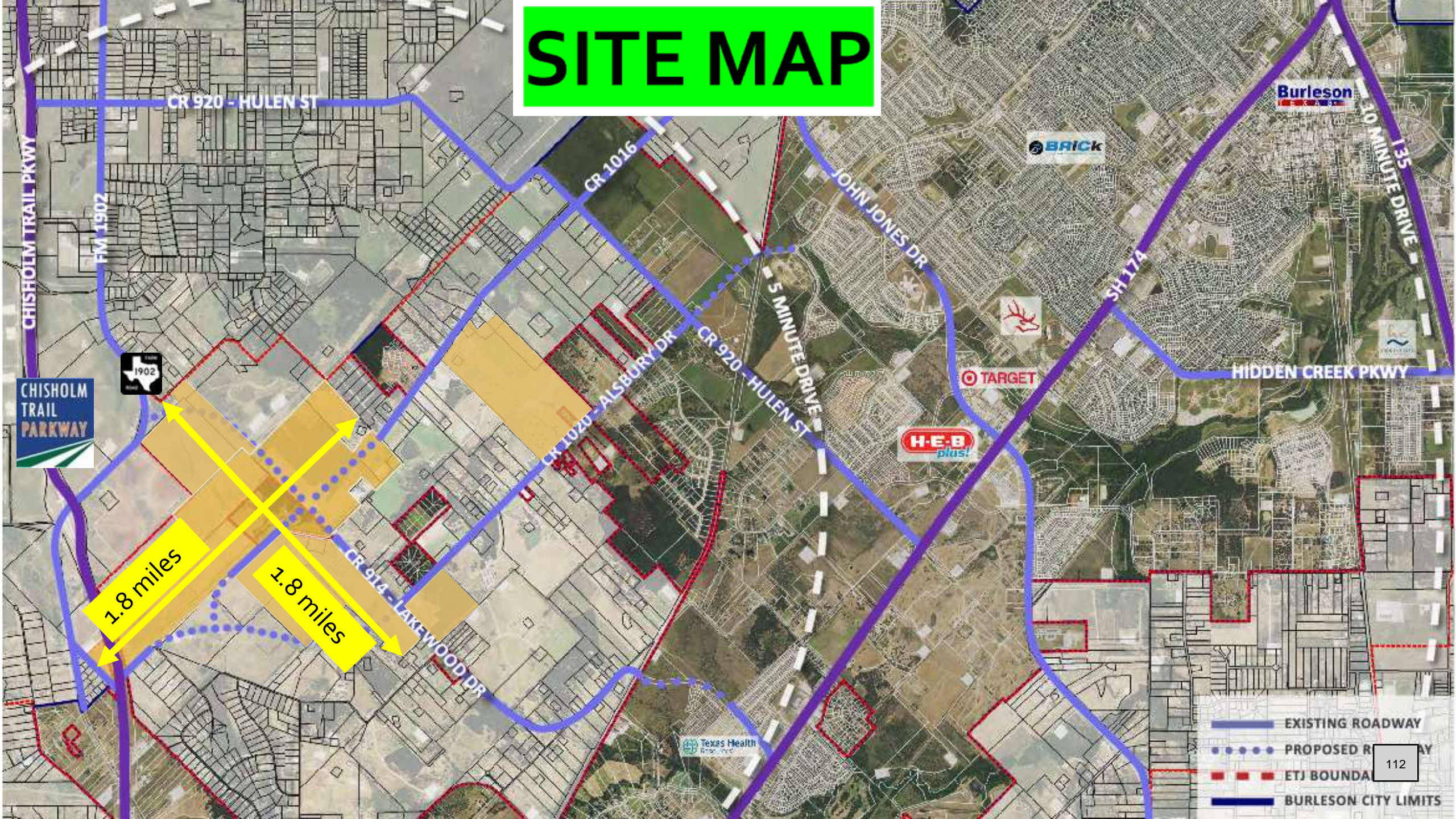
- A Public Improvement District (PID) is a defined geographical area established to provide specific types of improvements or maintenance which are financed by assessing property owners within the area.
- On April 7, 2025, City Council approved a resolution accepting the petition for the Chisholm Summit Public Improvement District (PID), finding that it meets the requirements of Chapter 372 of the Texas Local Government Code and the City's Public Improvement District Policy.
- City Council also set a May 5, 2025 public hearing date for the creation of the PID.

Chisholm Summit Summary

Chisholm Summit is an 800+ acre master-planned community contemplating 3,066 residential units, with a mix of single-family and townhome/senior living/ multifamily housing types. The other elements of the development are:

- Over 10 miles interconnected Trail System
- 100 acres dedicated Park land
 - Community Park, Pocket Parks, Trail Parks
 - Equestrian Center
 - Passive & Natural Areas
- 28 acres – Commercial nodes
 - Neighborhood services at high-traffic corners
 - Central node - “Chisholm Square”

SITE MAP



[illegible]

Chisholm Summit PID Petition

- The PID Petition includes a statement that the cost of the Authorized Improvements to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is \$115,000,000.
- Based on discussions with staff, the petitioner will establish a not to exceed 40-cent assessment for the proposed Public Improvement District (PID) to provide the authorized public community amenities and infrastructure.

Tax Rate Comparables

	JOHNSON					TARRANT	
	BISD	JISD (CS)	JISD (PF)	JISD	AISS	BISD	CISD
CITY	\$0.6627	\$0.6627	\$0.6627	\$0.6627	\$0.6627	\$0.6627	\$0.6627
ISD	\$1.2552	\$1.2575	\$1.2575	\$1.2575	\$1.1669	\$1.2552	\$1.2552
COUNTY	\$0.329276	\$0.329276	\$0.329276	\$0.329276	\$0.329276	\$0.1875	\$0.1875
JC LATERAL RD	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05		
JC ESD #1	\$0.057513			\$0.057513	\$0.057513		
PID		\$0.40	\$0.18				
HILL COLLEGE		\$0.048242	\$0.048242				
TARRANT COLLEGE						\$0.11228	\$0.11228
TARRANT HOSPITAL						\$0.1825	\$0.1825
TC REGIONAL WATER						\$0.0267	\$0.0267
TOTAL	\$2.354689	\$2.747718	\$2.527718	\$2.356989	\$2.266389	\$2.426880	\$2.426880

Authorized Improvements

- Authorized Improvements are defined in two categories:

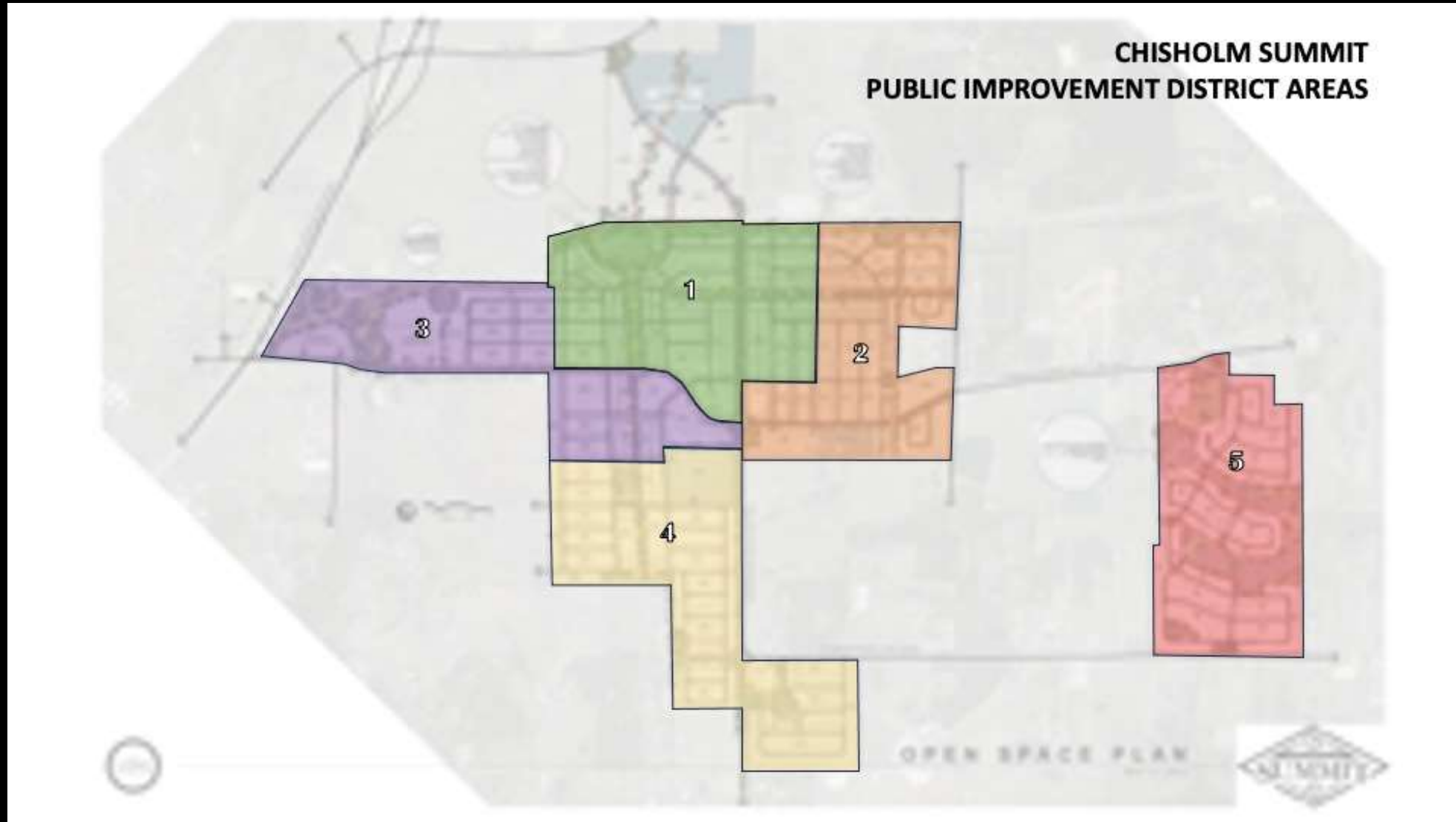
Major Improvements

- Capital projects that enhance public infrastructure and amenities (ex: thoroughfare road, water trunk line)
- Proportionate share split between each improvement area in the PID

Internal Improvements

- Infrastructure and amenities built within a private development but funded through the PID assessment (ex: parks, trails, utilities to each lot)
- Assessments will only pay for public authorized improvements
- Unique cost specific to each improvement area

PID Improvement Areas



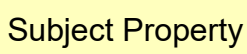
Council Next Steps

If the Council approves the PID, the next Council steps will include:

- Call for Assessment Hearing
- First Reading of Bond Ordinance
- Second Reading of Bond Ordinance

Requested Actions

- Approve a resolution creating the Chisholm Summit Public Improvement District (PID), finding that it meets the requirements of Chapter 372 of the Texas Local Government Code and the City's Public Improvement District Policy.



A RESOLUTION OF THE CITY OF BURLESON, TEXAS AUTHORIZING AND CREATING THE CHISHOLM SUMMIT PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within its City limits or its extraterritorial jurisdiction; and

WHEREAS, on November 15, 2024, the owners of (1) taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitutes more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) a petition (“Petition”) requesting the establishment of a public improvement district for property within the City; and

WHEREAS, the Petition requested the creation of the Chisholm Summit Public Improvement District (the “District”), which District is located within the corporate limits of the City and is more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on May 5, 2025; and

WHEREAS, the City Council closed the public hearing on the advisability of the improvements and services on May 5, 2025.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and

the evidence and testimony presented at the public hearing on May 5, 2025, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (vii) above (collectively, the “Authorized Improvements”).
- (c) **Estimated Costs of the Authorized Improvements.** The estimated total costs of the Authorized Improvements is \$115,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District.
- (d) **Boundaries of the District.** The District is proposed to include approximately 822.35 acres of property located within the corporate limits of the City of Burleson as more particularly described in the metes and bounds in **Exhibit A** attached hereto, and as depicted in **Exhibit B** attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest) and certain assessments may be paid in annual installments (including interest). If allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

- (f) **Apportionment of Costs.** The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied on the Property. No City property in the District shall be assessed. The developer of the property (the “Developer”) may fund certain costs of the Authorized Improvements from other funds available to the Developer.
- (g) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Chisholm Summit Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. The City Council hereby authorizes and directs the City Secretary, on or before May 12, 2025, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

ADOPTED, PASSED, AND APPROVED on this 5th day of May, 2025.

CITY OF BURLESON, TEXAS

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

(CITY SEAL)

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on _____, 2025,
by Chris Fletcher, Mayor of the City of Burleson, Texas on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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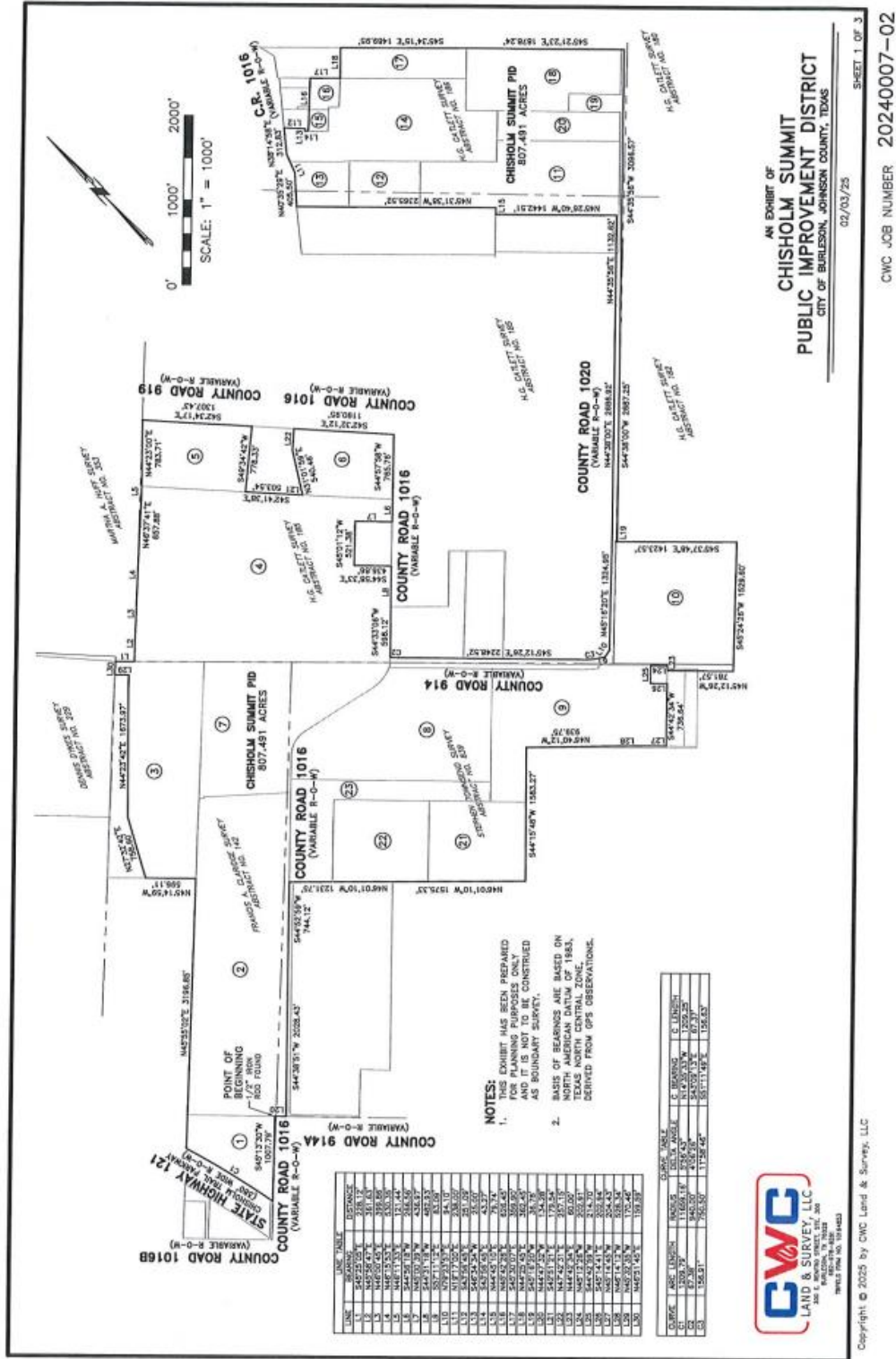
CHISHOLM SUMMIT
PUBLIC IMPROVEMENT DISTRICT
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

9/4/2017 2:0

SHEET 2 OF 3

CWC JOB NUMBER 20240007-02

EXHIBIT B PROPERTY DEPICTION



City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Janalea Hembree, Assistant to the City Manager

MEETING: May 5, 2025

SUBJECT:

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

SUMMARY:

The city of Burleson was notified by the Johnson County Central Appraisal District (JCAD) of a vacancy on the board of one of the appointed members. The notification was received by the city on April 16, 2025 providing a 45 day window for the city to nominate a candidate for consideration by the board. The deadline to submit any nominations is June 2, 2025. The Texas Property Code Section 6.0301(f) outlines the procedure to fill the vacancy.

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

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

RECOMMENDATION:

N/A

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

09/23/2024: Resolution nominating candidates for the Central Appraisal District of Johnson County Board of Directors. Council nominated: James Cockrell, Duaine Goulding, Amy Lingo, Brannon Potts, and John Wood.

11/18/2024: Casting an official ballot and allocating votes for appointment on the Central Appraisal District of Johnson County Board of Directors. 220 votes for Duaine Goulding and 183 votes for John Wood.

02/17/2025: Resolution nominating candidates for the Central Appraisal District of Johnson County Board of Directors. Council nominated: Tim Davis

REFERENCE:

Resolution CSO#5596-09-2024 – Signed 09/23/2024

Resolution CSO#5668-11-2024 – Signed 11/18/2024

Resolution CSO#5753-02-2025 – Signed 02/17/2025

STAFF CONTACT:

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

Central Appraisal District of Johnson County Vacancy Nomination

PRESENTED TO THE CITY COUNCIL – MAY 5, 2025

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

GENERAL INFORMATION

Board

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

Roles & Responsibilities

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

Update

- On April 16, 2025, we were notified of a vacancy due to the resignation of a member
- Submit name(s) of nominee(s) by resolution on or before June 2, 2025
- The Board will vote to declare the candidate elected
- The elected candidate will serve a term to expire on 12/31/2027

BOARD OF DIRECTOR MEMBERS

ORIGINAL BOARD

- **Duaine Goulding**
Chairman
Entity Appointed
- **John Wood**
Vice Chairman
Entity Appointed
- **Mike Mizell**
Secretary
Publicly Elected
- **Amy Lingo**
Member
Entity Appointed
- **Tina White**
Member
Publicly Elected
- **Larry Trammell**
Member
Publicly Elected
- **Brannon Potts**
Member
Entity Appointed
- **James Cockrell**
Member
Entity Appointed

CURRENT BOARD

- **Vacant**
Member
Entity Appointed
- **John Wood**
Vice Chairman
Entity Appointed
- **Chris Saunders**
Member
Publicly Elected
- **Amy Lingo**
Member
Entity Appointed
- **Tina White**
Member
Publicly Elected
- **Larry Trammell**
Member
Publicly Elected
- **Brannon Potts**
Secretary
Entity Appointed
- **Peter Svendsen**
Chairman
Entity Appointed

BOARD MEMBER ELIGIBILITY

Residency

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

Ineligible

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

Second Degree of Consanguinity and Affinity

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

Option
1

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

Option
2

Take no action

CURRENT BOARD	
<ul style="list-style-type: none">• Vacant Member Entity Appointed• John Wood Vice Chairman Entity Appointed• Chris Saunders Member Publicly Elected• Amy Lingo Member Entity Appointed	<ul style="list-style-type: none">• Tina White Member Publicly Elected• Larry Trammell Member Publicly Elected• Brannon Potts Secretary Entity Appointed• Peter Svendsen Chairman Entity Appointed

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY



www.johnsoncad.com

109 North Main Street
Cleburne Texas 76033

Metro (817) 648-3000

April 16, 2025

To: Governing Body of Taxing Unit

We are notifying you of a vacancy due to the resignation of an appointed member. You will have 45 days to nominate candidates to fill the vacancy. Please submit the name(s) of any nominee(s), by resolution adopted by your governing body, to me on or before June 2, 2025.

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

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

Sincerely,

**Brittany Vereen, RPA
Acting Chief Appraiser**

RESOLUTION

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

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

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

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

SECTION 1

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

SECTION 2

This resolution shall become effective immediately upon its passage.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: America Resendiz, City Manager's Office Intern

MEETING: May 5, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding current and upcoming grant opportunities. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

Provide an update to council on the progress of citywide grant opportunities that have been awarded or applied to in the FY 24-25.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Citywide Grants

PRESENTED TO THE CITY COUNCIL – MAY 5, 2025

AMERICA RESENDIZ, INTERN - CITY MANAGER'S OFFICE

FY24/25 Grant Summary

- Previous Grants Received
- Current Grant Applications
- Future Grant Applications
- Parks
 - 6 Grants – \$1,480,000
- Library
 - 4 Grants – \$6,212
- Capital Engineering
 - 4 Grants – \$8,303,785
- Public Safety
 - 2 Grants – \$892,660

Parks and Recreation

Previous Grants Received

2024

- \$127,364 - GameTime Playground Grant
 - Support the purchase of a new qualifying playground system at Centennial Park
- \$400,000 – Green Ribbon Grant
 - A grant through TxDOT to fund landscape enhancements along John Jones Drive. Improvements included the installation of landscape, hardscape features, and a new irrigation system to revitalize the corridor.



Texas A&M Forest Service Grant

Project: A Municipal Forester/Arborist position




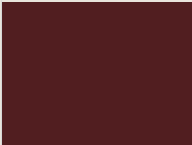
Purpose:

- To enhance urban forestry management and support community tree initiatives.
- Tree planting, care, and maintenance
- Urban forest management & risk assessments
- Community engagement & policy development
- Coordination with municipal departments

Impact: Without grant funding project will be discontinued.

Project Status: Position does not currently exist.



Grant		\$100,000	Complexity			STATUS: Applied		NEXT STEPS: Monitoring award decision; expected to hear back by Ju
Total Project		\$356,441	Confidence			GRANT TYPE: State		142

Texas A&M Forest Service Grant

Project: Tree Planting

Purpose:

- Provides funding to increase urban and community tree canopy coverage, engage the community, and address urban sustainability challenges such as climate impact, energy consumption, and water quality.
- Expand tree canopy coverage and improved environmental conditions.
- Enhance public health, climate resilience, and urban aesthetics.
- Stronger community engagement in conservation efforts.

Impact: Without grant funding project will be limited to existing funds.

Project Status: Current program allows for \$10,000 for planting and \$10,000 for irrigation. This grant will expand the program.



Grant

\$20,000

Complexity

Total
Project

\$40,000

Confidence



STATUS:
Applied



GRANT TYPE:
State



NEXT STEPS:
Monitoring
award decision;
expected to hear
back by Ju

143

Lowe's Hometown Grant

Project: Warren Park Improvements

Purpose:

- Provides funding for community park revitalization, focusing on infrastructure improvements, accessibility, and beautification to enhance public spaces and foster community engagement.
- Upgraded park infrastructure for enhanced usability and safety
- Increased accessibility for all community members
- Beautification to create a welcoming and vibrant public space

Impact: Without grant funding project will continue as it is listed as a Capital Project in 2029.

Project Status: Listed in the Parks CIP in 2029



Grant

\$200,000

Complexity

Total
Project

\$200,000

Confidence



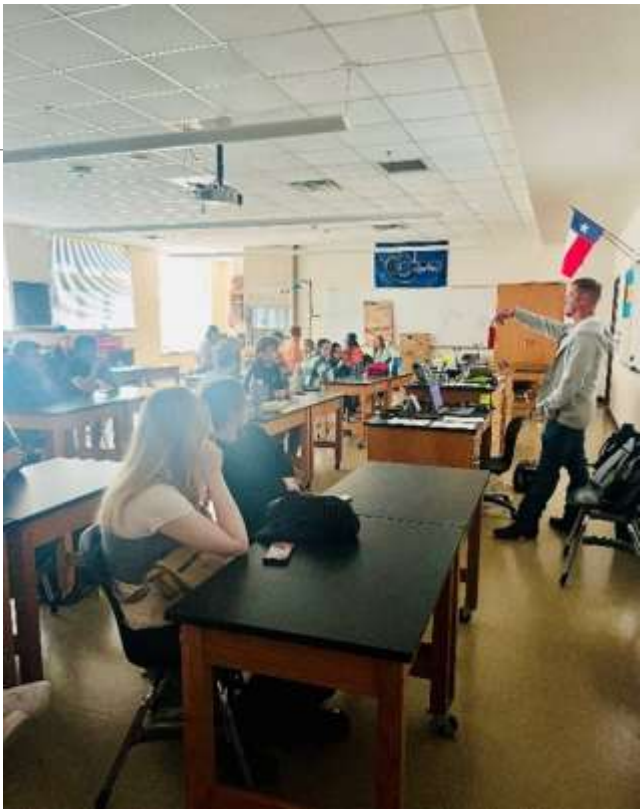
STATUS:
Applied



GRANT TYPE:
Local



NEXT STEPS:
Did not receive



National Recreation and Park Association Ost Youth Mentoring Grant

Project: Trees for Tomorrow Program

Purpose:

- Supports youth mentoring programs focusing on environmental education and stewardship.
- Provides mentorship opportunities and hands-on learning experiences for youth.

Impact: Without grant funding the project will continue with limited funds.

Project Status: Program is currently being facilitated in house and grant funding would help expand program.

Grant	\$60,000	Complexity			STATUS: Applied		NEXT STEPS: Did not receive
Total Project	\$60,000	Confidence			GRANT TYPE: Federal		

TxDOT Green Ribbon Phase II Grant

Project: This project will be partnered with an existing grant awarded to Keep Burleson Beautiful of their GCCA grant in the amount of \$250,000

Purpose:

- To extend the current green ribbon project from S Town Dr to Greenridge Dr
- Beautification of corridors through environmental design
- If received, the city is responsible for design and construction administration estimated at \$115,000.

Impact: Without grant funding project will be limited to existing funds.

Project Status: Received funding for Phase I in 2024. Worked with Kimley-Horn on Phase II Grant



Grant

\$150,000

Complexity

Total
Project

\$400,000

Confidence



STATUS:
Applied



GRANT TYPE:
State



NEXT STEPS:
Status to hear
back Summer
2025

Texas Parks & Wildlife Department (TPWD) Outdoor Recreation Grant






Project: West Side Development Community Park

Purpose:

- To create an inclusive play environment at the Community Park Site
- Create the largest inclusive play area with a unique theme at the new community part site
- If received, the city is responsible for a 50/50 match of \$750,000

Impact: The grant would allow for a more robust play area. Without the grant, the base project will proceed in the Parks CIP in 2028.

Project Status: Working with a grant writer and directly with the TPWD grant administrators.

Grant	\$750,000	Complexity		 STATUS: Applying	 NEXT STEPS: Submissions due on August 1st
Total Project	\$1,500,000	Confidence		 GRANT TYPE: State	

147

Library

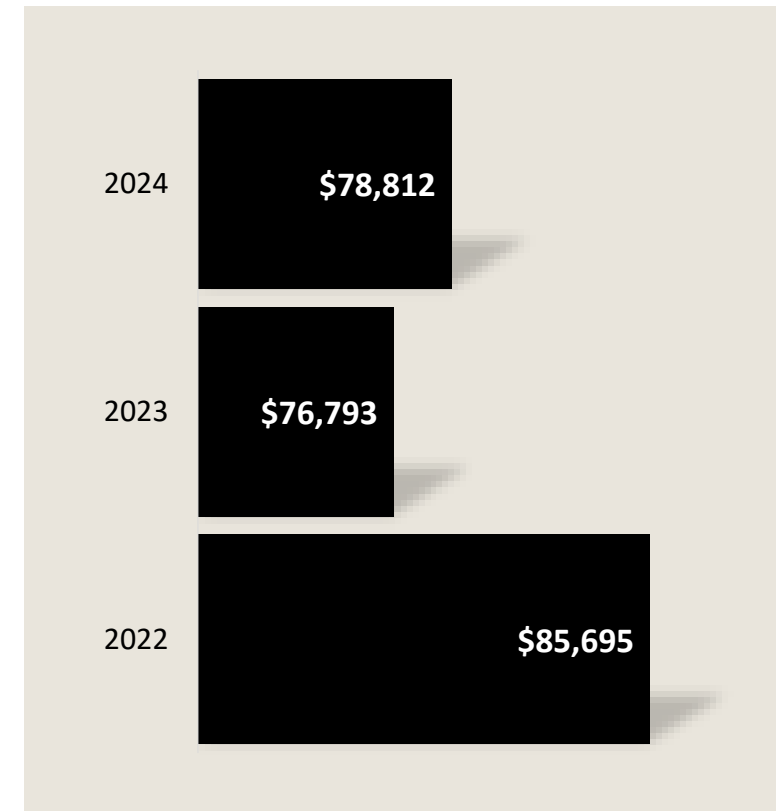
Previous Grants Received

2024

- \$75,000 - Texas State Library and Archives Commission (TSLAC) Regional ILS Cooperative Grant
 - Funded one year of catalog software and MetroShare courier service
- \$2,500 - Texas Book Festival Collections Enhancement Grant
 - Started a new collection of VOX books for children and was able to purchase 53 new books
- \$1,015 - Texas State Library and Archives Commission (TSLAC) ILL Lending Reimbursement
 - Reimbursement for postage costs associated with the interlibrary loan program
- \$297 - Texas State Library and Archives Commission (TSLAC) TexShare Card Reimbursement
 - Reimbursement for lost materials

2023

- \$75,000 - Texas State Library and Archives Commission (TSLAC) Regional ILS Cooperative Grant
 - Funded one year of catalog software and MetroShare courier service
- \$1,793 – Texas State Library and Archives Commission (TSLAC) ILL Lending Reimbursement
 - Reimbursement for postage costs associated with the interlibrary loan program



Texas Book Festival Collections Enhancement Grant



Project: Library Material Expansion

Purpose:

- Provides funding to the supplement materials budget and kids materials.
- Started a new collection of VOX books for children. VOX books are picture books with a built-in audio reader so kids can push a button to listen and read along.

Impact: Project will be limited to existing funds in the library materials budget.

Project Status: A total of 53 books were purchased with the previous grant funds reward.



Grant	<div>\$2,500</div>	Complexity	<div></div>		STATUS: Applied		NEXT STEPS: Grant is awarded in August
Total Project	<div>\$2,500</div>	Confidence	<div></div>		GRANT TYPE: State		

Texas State Library and Archives Commission (TSLAC)



Project: ILL Lending Reimbursement

Purpose:

- A non-competitive grant that is awarded annually by TSLAC based on the number of loans we processed.
- Reimbursement for postage costs associated with the library’s interlibrary loan program.

Impact: Without grant funding reciprocal borrowing project will be discontinued

Grant	\$1,015	Complexity	<div></div>		STATUS: Applied		NEXT STEPS: Placed on hold Will be updated in June
Total Project	\$1,015	Confidence	<div></div>		GRANT TYPE: Federal		

Texas State Library and Archives Commission (TSLAC)



Project: TexShare Card Reimbursement

Purpose:

- A non-competitive grant that is awarded annually by TSLAC based on the total cost of lost materials.
- Reimbursement for lost materials that were borrowed through the TexShare reciprocal borrowing program.

Impact: Without grant funding reciprocal borrowing project will be discontinued

Grant	\$297	Complexity	<div></div>		STATUS: Applied		NEXT STEPS: Placed on hold Will receive an update in <div>152</div>
Total Project	\$297	Confidence	<div></div>		GRANT TYPE: Federal		

Texas Library Association Summer at the Library Grant funded by HEB



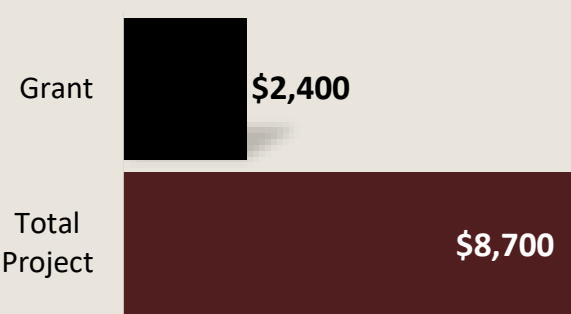
Project: Summer Reading

Purpose:

- Purchase craft supplies and snacks for a variety of creative and engaging summer library programs.

Impact: Without grant funding project will be limited to existing funds in the Library programming budget.

Project Status: Grant would allow us to expand the current Summer Reading Program



STATUS:
Applied



GRANT TYPE:
Local



NEXT STEPS:
Grant is
awarded in
May

Capital Engineering

Previous Grants Received

2023

\$743,590 – HSIP

- Upgrade traffic signal devices of 7 intersections on Alsbury to improve traffic flow.



TIP and STIP Funding

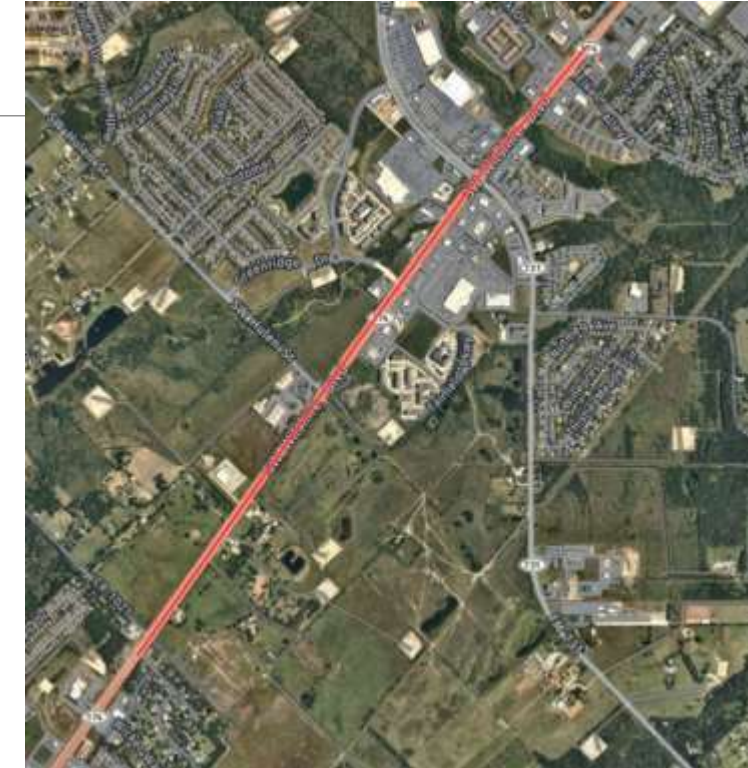
Project: SH174 Widening Project

Purpose:

- Expansion of SH174 from 4 lanes to 6 lanes. From Elk Dr. To Wicker Hill Rd.
- Increases capacity of roadway to reduce travel times and congestion.

Impact: \$1.9 Million City participation - \$5.9 Million TxDOT Funding - \$23.7 Million NCTCOG / Federal grant funding

Project Status: Final Design and Utility Coordination



Grant	\$29,600,000	Complexity		STATUS: Applied	NEXT STEPS: Grant has been awarded to TxDOT
Total Project	\$31,500,000	Confidence		GRANT TYPE: State / Federal	

TIP - FM 1902

Project: Lakewood Dr. Ext/FM 1902 Re-Alignment between Chisholm Trail Parkway and CR 1019

Purpose:

- Road widening with landscaped medians and parkways.
- 10-foot shared use paths from the tollway through the business park connecting the future community park within the mastered planned community.
- Water, sewer, and drainage improvements.
- Re-alignment of FM 1902 with a traffic signal at Lakewood Dr.
- ROW dedication through the business park to TxDOT for the re-alignment of FM 1902.

Impact: Without federal participation, the project will be delayed resulting in major traffic congestion in the area as development continues with an expected 20,000+ vehicles per day at ultimate buildout of the surrounding area.

Project Status: 30% (Schematic Design) TxDOT will be responsible for full design and construction of the improvements from Chisholm Trail Parkway west to CR 915 including the improvements at the tollway



Grant

\$16,000,000

Complexity

Total
Project

**\$20,000
,000**

Confidence



STATUS:
Applying



GRANT TYPE:
Federal



NEXT STEPS:
Applying later
this year

FY26 Federal Earmark Funds

Project: Alsbury & John Jones Intersection - Safety and Mobility Enhancements

Purpose: Enhances traffic flow and safety at a key intersection by:

- Adding right-turn lanes (eastbound and northbound)
- Re-striping for dual left-turn lanes
- Constructing a median island
- Upgrading sidewalks and pedestrian ramp

Impact: Without grant funding project will continue but would expand debt capacity for other projects.

Project Status: 45% (bidding)



Grant

**\$1,757,
760**

Complexity

Total
Project

**\$2,475,
990**

Confidence



STATUS:
Applied



GRANT TYPE:
Federal



NEXT STEPS:
Awaiting
review by
Roger Williams
office

158

FY26 Federal Earmark Funds

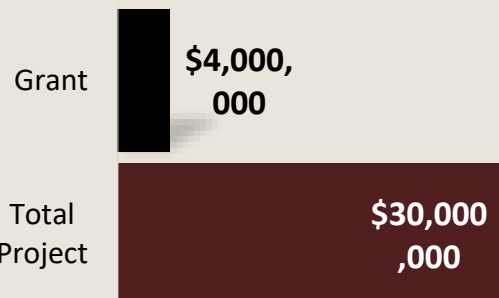
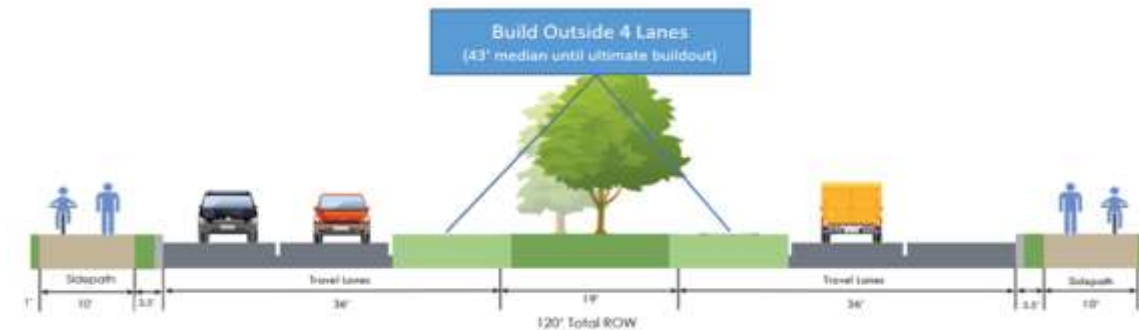
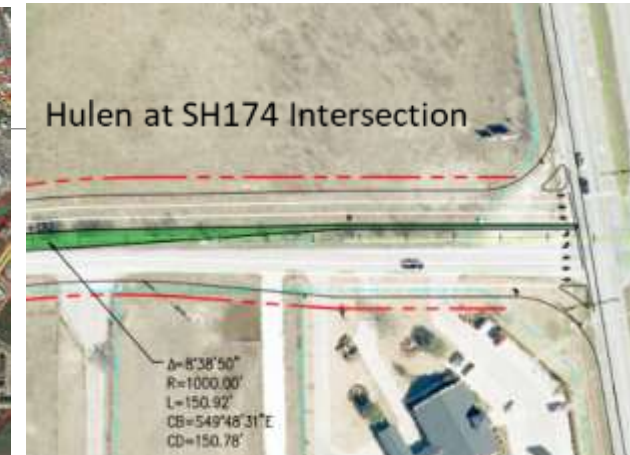
Project: Hulen Street Widening and Infrastructure Improvements

Purpose: Transforms an aging county road into a 4-lane arterial corridor between SH 174 and Candler Dr., featuring:

- Road widening with a landscaped median
- 10' shared-use paths
- Traffic signal installation
- Water, sewer, and drainage improve

Impact: Without grant funding project will continue but would expand debt capacity for other projects.

Project Status: 15% (Design)



STATUS:
Applied



GRANT TYPE:
Federal



NEXT STEPS:
Awaiting review by
Roger Williams
office

FY26 Federal Earmark Funds



Project: Village Creek Parkway Expansion

Purpose:

- Improve multi-modal connectivity, traffic circulation, and access to Fort Worth Spinks Airport, in collaboration with the Tarrant County Bond Program.
- Converts Stone Rd./Village Creek Parkway into a 4-lane road with Center median and 10' shared-use paths on both sides.

Impact: Without grant funding project will continue but would expand debt capacity for other projects.

Project Status: 35% (Design)

Grant

**\$2,546,
025**

Complexity

Total
Project

**\$6,031,
839**

Confidence



STATUS:
Applied



GRANT TYPE:
Federal



NEXT STEPS:
Awaiting
review by
Roger Williams
office

160

Public Safety

Previous Grants Received

2024

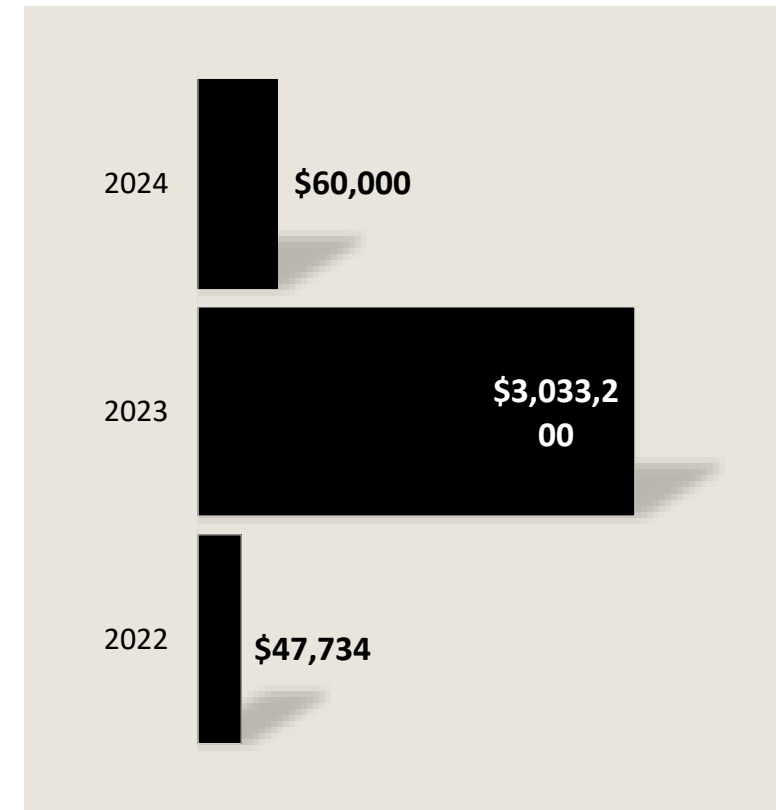
- \$60,000 - Community/Social Service Specialist Personnel Grant (Police)
 - Victim Assistance Coordinator

2023

- \$60,000 - Community/Social Service Specialist Personnel Grant (Police)
 - Victim Assistance Coordinator
- \$2,973,200 – SAFER Grant
 - 9 firefighters total salary reimbursement over three years

2022

- \$47,734 – Ballistic Shield Grant (Police)
 - Purchase of 15 shields



Community/Social Service Specialist Personnel Grant - Police



Project: A Victim Assistance position

Purpose:

- The funding is for the continuation of a full-time position of Victim Assistance Employee to provide a broad scope of services to crime victims. \$60,000 yearly for 3 years.
- Services include: crisis counseling, referrals, follow-up visits, protective order assistance, victim advocacy, crime victim compensation application assistance, and education.

Impact: Without grant funding, the Police Department would absorb position into their budget.

Project Status: Position is currently filled full-time.



Grant	<div>\$180,000</div>	Complexity	<div></div>		STATUS: Applied		NEXT STEPS: Expected to hear back in May
Total Project	<div>\$290,631</div>	Confidence	<div></div>		GRANT TYPE: State		

163

Assistance to Firefighters Grant (AFG) Program & FY26 Federal Earmark



Project: Burleson Fire/EMS Ambulance Fleet Expansion- Emergency Response Enhancement

Purpose:

- Expand emergency response capabilities while maintaining operational sustainability.
- This project would add a fourth frontline ambulance and bolster reserve capacity, ensuring timely emergency response, reducing reliance on mutual aid, improving patient outcomes, and enhancing system reliability.
- If received, the AFG’s grant has a 90/10 cost-share.

Impact: Without grant funding project will be discontinued

Project Status: Ambulances have been ordered and expected to arrive 1st Quarter of 2026



Grant	\$832,660	Complexity			STATUS: Applied		NEXT STEPS: Awaiting award decision
Total Project	\$1,300,000	Confidence			GRANT TYPE: Federal		

164

Paramedic Tuition Program Grant



Project: Senate Bill 8 (SB 8) supporting EMS Education

Purpose:

- This grant opportunity is part of a \$21.7 million allocation by the Texas Legislature aimed at supporting EMS education and workforce retention efforts across the state.
- The grant provides \$8,000 per student, totaling \$32,000 in tuition assistance. In addition to the grant funding, the department is responsible for covering \$700 per student in tuition costs, as well as maintaining employee salaries and any related overtime expenses while participants attend the program.

Impact: Not sure if this grant will continue into 2026. At the current time, we do not have plans to send any firefighters to paramedic school next year.

Project Status: Department has made all required tuition payments and participating employees are currently enrolled in paramedic programs.

Grant

\$32,000

Complexity

Total
Project

\$40,000

Confidence



STATUS:
Applied



GRANT TYPE:
State



NEXT STEPS:
Awarded &
Program end date
Dec 2025

165

Future Grant Applications

- Continue to apply for local and state grants as they become available.
- Work directly with grant administrators for best options for funds to be awarded.
- Monitor federal grant / federal funding status.
- Option to work with federal grant underwriters and lobbyist for federal fund grants and earmark opportunities.

Questions / Comments

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Intern - City Manager's Office
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Janalea Hembree
Assistant to the City Manager
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817.426.9299

City Council Regular Meeting

DEPARTMENT: Fire

FROM: Joe Laster, Emergency Operations Manager

MEETING: May 5, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the Outdoor Warning System (OWS). (Staff Contact: Joe Laster, Emergency Operations Manager)

SUMMARY:

Burleson's Outdoor Warning System is a critical public safety tool designed to alert people *outdoors* of an imminent, life-threatening emergency—primarily severe weather events such as tornadoes, hail or extreme winds. The sirens are not intended to be heard indoors and should be viewed as part of a larger, multi-layered public notification system that includes mobile alerts, NOAA Weather Radios, social media, and local news outlets.

In August 2018, the Burleson City Council adopted the 2018 North Central Texas Council of Governments (NCTCOG) severe weather warning criteria through Minute Order 879-08-2018. This decision aligned Burleson with regional best practices used across the Dallas/Fort Worth Metroplex, ensuring consistent and reliable public warning standards.

Under the adopted 2018 criteria, Burleson activates the OWS for the following criteria...

- The National Weather Service (NWS) issues a Tornado Warning.
- The National Weather Service Issues a Severe Thunderstorm Warning and indicates the potential for destructive winds of 70 mph or greater. A community existing in multiple counties should pay close attention to the warning area.
- Trained storm spotters have reported a tornado in the jurisdiction, or in a neighboring jurisdiction that has the potential to affect your community. (Each community should determine satisfactory methods for verifying tornado activity reports.)
- Hail of 1.5" in diameter or greater. The size of hail that warrants OWS activation may be adjusted at the discretion of local officials in the event of special situations such as large outdoor public gatherings where the potential for injury is increased.
- Other emergency as directed by the community's designated public safety officials.

The shift from the previous 2012 criteria—which had a 1.25-inch hail threshold—was made to reduce unnecessary activations and enhance the credibility of alerts. While the numerical change may seem small, the practical effect has been a measurable decrease in false or low-level activations, reducing alert fatigue and reinforcing the urgency of each warning.

As part of our long-term investment in public safety and emergency communications, the City of Burleson is in the final phases of a comprehensive upgrade and expansion of the Outdoor Warning System. This project involves replacing the city’s original siren infrastructure—now over 20 years old—with modern, more reliable siren technology.

When complete, the project will have:

- Replaced all eleven legacy sirens with state-of-the-art units
- Added five new sirens to expand geographic coverage and address gaps in high-growth areas
- Improved sound projection in outdoor public spaces, parks, and developing neighborhoods

These upgrades are guided by sound propagation modeling and demographic analysis to ensure optimal placement and performance. The result will be a more resilient and far-reaching system that enhances outdoor notification capability and strengthens our city’s overall emergency readiness.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joe Laster
Emergency Operations Manager
jlaster@burlesontx.com
817-455-1478



Outdoor Warning System

Burleson City Council
May 5, 2025

Discussion on Outdoor Warning Activation

- We are in the middle of severe weather season.
- Explain the purpose and activation criteria of the Outdoor Warning System (OWS).
- Clarify the city's policy and procedures for OWS activation.
- Address recent community concerns regarding siren activation.
- Reinforce the commitment to proactive, timely emergency notifications.



What is the OWS?

- Network of 11 strategically placed outdoor sirens
- Designed to alert individuals outdoors during life-threatening events
- Part of a multi-layered alert system (Everbridge (BTX Alert), NOAA Weather Radios, local media, etc.)
- Voice component removed (2023) for safety reasons
- One tone to signal action, take shelter and seek information



Understanding the OWS

Sirens are OUTDOOR warning tools , not meant to be heard inside

When sirens sound:

Go indoors and seek additional information (TV, radio, weather apps, city social media)

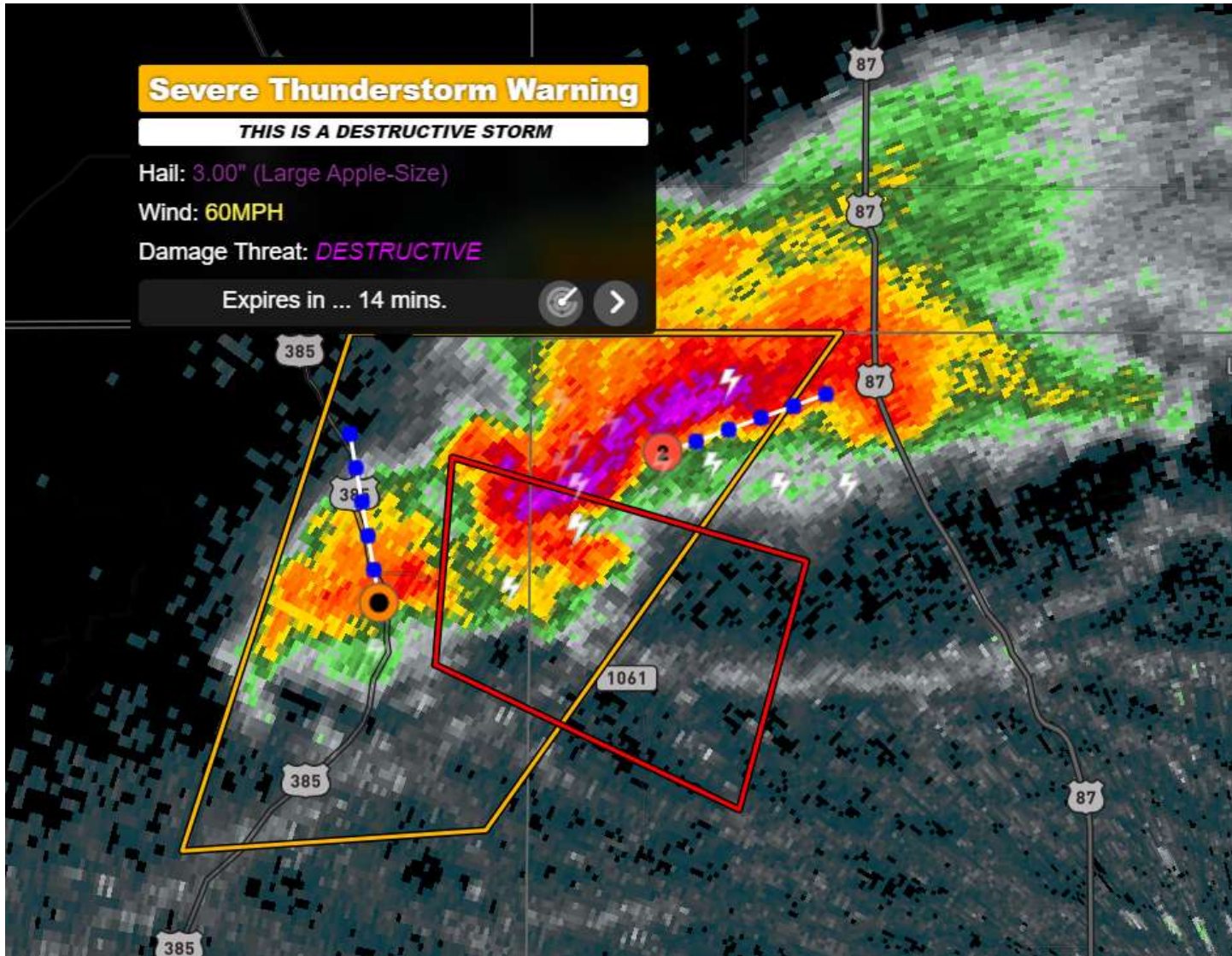
If the siren stops:

It does NOT mean the threat is over

Always rely on official sources for an all-clear

Sirens will sound for 3 minutes per activation

2018 NCTCOG Activation Criteria



Tornado Warning issued by the National Weather Service

Trained storm spotter report of a tornado

Hail measuring 1.5" or greater

Winds of 70 mph or higher

Other outdoor emergencies as determined by public safety officials

Burleson must be named in an NWS Polygon to be activated.

KNOW YOUR OUTDOOR WARNING SYSTEM

11 outdoor warning sirens are strategically placed around Burleson.

 Sirens are **NOT** meant to be heard indoors, they are for **OUTDOOR** warning purposes.

 A siren signals to seek shelter inside and seek additional information.

 If a siren stops, it **DOES NOT** mean the threat has ended.

WHEN DOES BURLESON ACTIVATE THE OUTDOOR WARNING SIRENS?

- Tornado Warning issued by the National Weather Service
- Trained Storm Spotter Report of a Tornado
- Hail 1.5" or larger in diameter
- Winds of 70 mph or greater
- Other Outdoor Emergencies



Activation Criteria Background

Burleson follows 2018 NCTCOG criteria (adopted via Minute Order 879-08-2018)

Updated the 2012 criteria, hail threshold (from 1.25" to 1.5") helps reduce false activations

Aligns Burleson with regional practices across DFW

Helps maintain public trust and alert reliability



Activating the OWS

Automatic Activation: Triggers when the National Weather Service issues a *Tornado Warning* for Burleson.

Manual Activation: Required for all other emergencies and must be initiated from either the Emergency Operations Center (EOC) or the Public Safety Communications Office.

System Monitoring & Testing

Real-time monitoring and decision-making supported by:

- Radar Monitoring
- National Oceanic and Atmospheric Administration (NOAA) ArcGIS Dashboard
- National Weather Service (NWS) Chat 2.0
- Volunteer Spotters

Outdoor Warning System Testing

Monthly audible siren test: First Wednesday at 1:00 PM (weather permitting)

Daily silent test conducted at 8:15 AM.

Daily reports sent to Office of Emergency Management

System Modernization Update

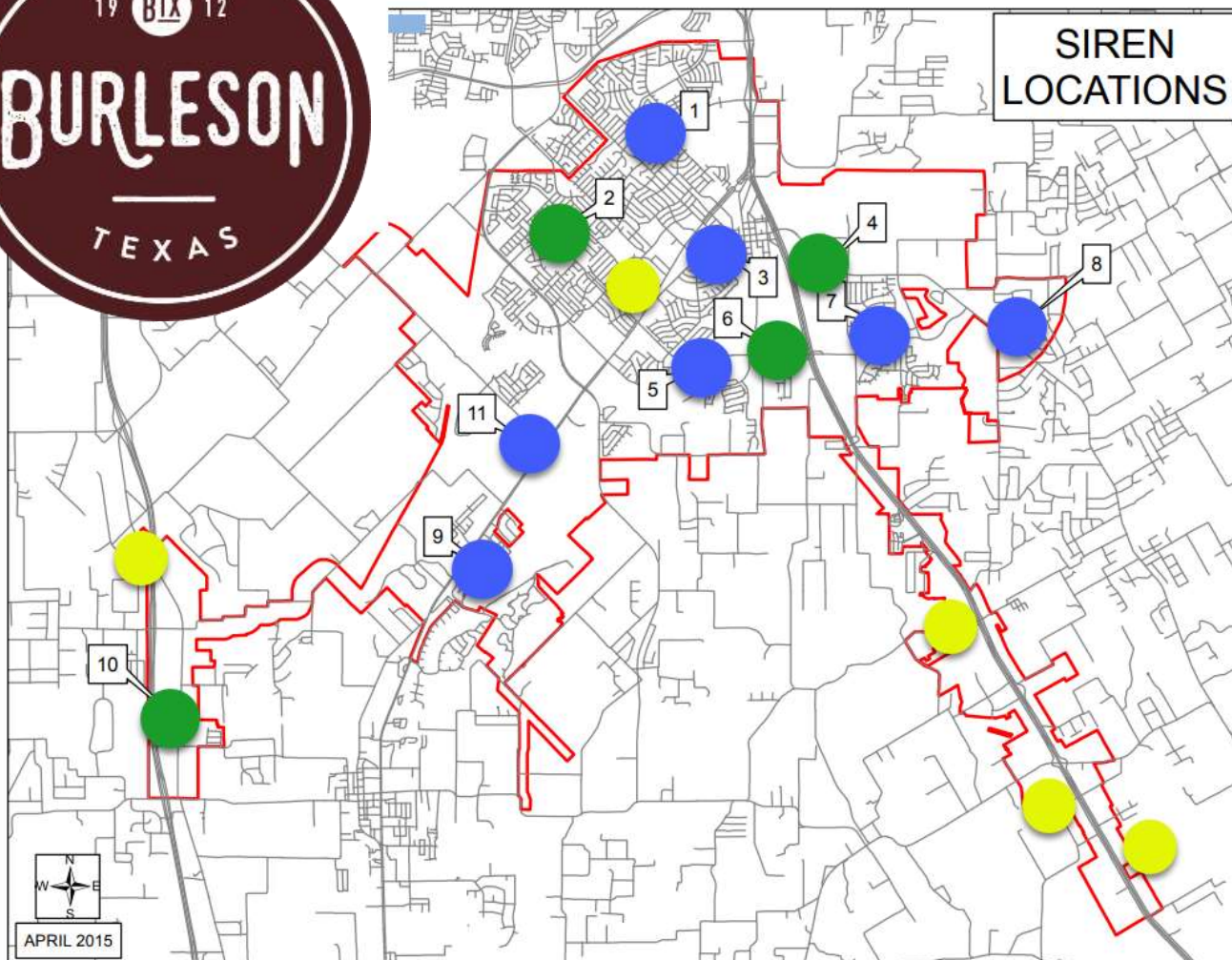
Replacing the 20+ year-old legacy system with modern siren technology

Project includes:

- All 11 existing sirens replaced
- 4 of the 11 were replaced in 2024
- 5 new sirens added to fill coverage gaps (Map on Next Slide)
- Enhances alerting in parks, neighborhoods, and growth areas
- Guided by sound modeling and population growth data
- Commander One software improves methods of activation
- Maintenance contract to ensure the cities investment is well maintained and working properly

Project scheduled to be complete Summer 2025





Expanding Coverage

Host Locations For New Installs:

- Burleson ISD
- B&W Wrecker
- Hayes and Stolz
- Bethesda Water Supply

Green- 2024 Replacement

Blue- Replacement

Yellow- New Install

BTX Alert

Mass Notification System for emergencies and critical community updates

Delivers alerts via text, email, voice call, and Everbridge app

Covers threats like severe weather, road closures, utility disruptions, evacuations, and more

Residents can customize alert preferences by type and location

Trusted platform used by public safety and emergency management nationwide

Free to sign up at www.burlesontx.com/BTXAlert

Enhances community preparedness and situational awareness





Public Education & Outreach

Continued outreach to explain:

- Activation Criteria
- What actions to take
- Why you might not hear them indoors
- Why we moved away from "the voice"

Promoting BTX Alert mobile alerts

Collaborating with other departments

311, Communications, and Parks and Rec

Seeking Council Direction

Confirm whether the current Outdoor Warning System (OWS) activation policy reflects council expectations and desired community outcomes.

Request guidance on any adjustments needed to better balance public safety, policy compliance, and community concerns.



Questions?

Joe Laster, MPA, CEM(R)
Emergency Operations Manager
Jlaster@burlesontx.com

CSO#879-08-2018 Minute order adopting the 2018 North Central Texas Council of Governments severe weather warning criteria

Motion was made by Rick Green and seconded by Katherine Reading to approve.

Motion passed 7-0.

City Council Regular Meeting

2.D.

TO: Honorable Mayor Shetter and members of the Burleson City Council

FROM: Kenneth Freeman, Fire Chief

DATE: 08/20/2018

SUBJECT: Minute order adopting the 2018 North Central Texas Council of Governments severe weather warning criteria (*K.T.Freeman*)

Council Action Requested:

Approve a minute order adopting the 2018 North Central Texas Council of Governments severe weather warning criteria.

Background Information:

The City of Burleson uses the North Central Texas Council of Governments' severe weather warning criteria to determine when its outdoor warning system (OWS) is activated and when severe weather alerts are sent to Burleson residents via the Everbridge messaging system. The goal of NCTCOG severe weather warning criteria is to standardize when cities in the Dallas/Fort Worth Metroplex activate their OWS in response to severe weather. The city currently uses the 2012 NCTCOG criteria. In accordance with the 2012 criteria, the city activates its OWS, and sends alerts through Everbridge, when a storm affecting Burleson produces winds of 70 mph and above and/or 1.25-inch hail.

This year, NCTCOG updated its criteria. Under the 2018 criteria, the city will activate its OWS, and send alerts through Everbridge, when a storm affecting Burleson produces winds of 70 mph and above and/or 1.5-inch hail. The difference in hail size between the 2012 criteria and the 2018 criteria may not seem substantial, but the practical effect is expected to significantly reduce the city's OWS activation and emergency alerts.

Board/Citizen Input:

On July 31, 2018, city staff met with the City Council Public Safety & Court Committee regarding adopting the 2018 NCTCOG severe weather warning criteria. The committee unanimously endorsed the adoption of the updated criteria.

Attachments

COG

Staff Contact:

K.T. Freeman

Fire Chief

817-426-9171

ktfreeman@burlesontx.com

Submitted for City Manager's Office by:

Robert Ranc

NCTCOG Standard

2012

TORNADO WARNING
(NWS/Reliable Source)

SEVERE T-STORM
WARNING

Winds 70+

And / Or

Hail 1.25

2018

TORNADO WARNING
(NWS/Reliable Source)

SEVERE T-STORM
WARNING

Winds 70+

And / Or

Hail 1.5

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: May 5, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the BTX-IT strategic plan and vision for 2022-2028. (*Staff Contact: James Grommersch, Chief Technology Officer*)

SUMMARY:

BTX-IT's strategic plan and vision for 2022-2028 outlines a comprehensive approach to modernizing the City of Burleson's technology ecosystem, strengthening cybersecurity, and ensuring IT services align with regulatory frameworks and long-term operational goals. The plan focuses on improving governance, optimizing IT investments, and integrating industry best practices such as ITIL and Agile methodologies to enhance service delivery. With an emphasis on strategic planning, BTX-IT aims to create a resilient and efficient technology infrastructure that supports city operations and enhances services for residents.

A key component of the strategy is enhancing IT governance through structured review processes, including the implementation of the IT Governance Committee (ITGC) and the Technology Investment Review Document (TIRD). These initiatives ensure that technology purchases are aligned with the City's strategic priorities, reducing redundant expenditures and maximizing in-house capabilities. Additionally, BTX-IT is actively addressing technical debt, improving project management workflows, and streamlining IT service management through the adoption of Agile principles and ITIL frameworks.

Cybersecurity remains a top priority, with BTX-IT aligning its security posture with the NIST 2.0 Cybersecurity Framework to better protect city assets and mitigate evolving threats. Initiatives such as multi-factor authentication (MFA), endpoint protection enhancements, and Compliance as a Service (CaaS) reinforce adherence to CJIS, PCI, HIPAA, and other regulatory requirements.

To further enhance resilience, the department has expanded its data center capabilities, improved disaster recovery processes, and plans to improve the network through initiatives, like Air Fiber, to reduce reliance on third-party providers.

Looking ahead, BTX-IT is focused on addressing challenges such as the need for an IT Equipment Replacement Fund, modernizing aging Council Chambers technology, and ensuring IT resources keep pace with the City's growth.

By prioritizing strategic investments, process improvements, and cross-departmental collaboration, the department is committed to driving innovation, increasing efficiency, and delivering secure, scalable IT solutions that align with the City's long-term vision.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

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Vision and Strategic Plan



This presentation is for informational purposes only; no action is required.

The focus of this discussion is to highlight the digital transformation efforts that have taken place over the past three years within the department and outline our strategic direction through 2028.

Our goal is to provide the Council Committee with information on BTX-IT's progress and future plans, that align with the City's strategic objectives.

This is the first in a series of presentations, with future sessions dedicated to gathering input and direction on specific areas identified for improvement and development.

BTX-IT envisions a future where technology seamlessly empowers, innovates, and connects every facet of City Government.

Guided by continuous improvement and relationship building, we aspire to be a beacon of technological efficiency, reliability, and customer satisfaction.

Our vision is to transform the City's technology ecosystem into a strategic enabler, seamlessly aligning IT services with the evolving needs of our community.

By leveraging Enterprise IT Governance and industry best practices, we are committed to delivering secure, reliable, and scalable solutions that adapt to the dynamic challenges of the modern urban environment.

BTX-IT is collaborating with City Leadership and Department Heads to enhance the maturity of our technology ecosystem and reduce technical debt.

Technical debt refers to the need to rework systems or processes that were implemented without long-term strategic alignment or best practices.

We aim to improve our technology infrastructure by integrating best practices and frameworks to align with business needs, ensuring efficient service delivery and fostering a culture of excellence and resilience.

Our strategic initiatives include adopting the Information Technology Infrastructure Library (ITIL) & National Institute of Standards and Technology (NIST) frameworks, establishing robust project governance measures, and embracing Agile methodologies, all aimed at revolutionizing our IT service management.

ITIL Framework

The integration of the ITIL framework has been a cornerstone of our efforts to elevate our IT department's capacity.

ITIL, a renowned set of best practices, enhancing our ability to support the organization, proactively respond to change, and engage stakeholders effectively.

By focusing on incident management, problem management, change management, and service level management, ITIL ensures that our IT services are continually improved and aligned with the evolving needs of the City.

This structured approach to managing IT services fosters a mature, responsive, and resilient IT department.



Guiding Principles

BTX-IT is dedicated to building a resilient, forward-thinking, and citizen-focused technology ecosystem. In our pursuit of excellence, we strive to:

- **Optimize Service Delivery:**
Deliver efficient, reliable, and user-centric IT services by reducing downtime, enhancing responsiveness, and continuously refining processes.
- **Embrace Continuous Improvement:**
Foster a culture of learning and adaptation, ensuring ongoing enhancements in service quality, efficiency, and problem resolution.
- **Foster Collaboration:**
Act as a strategic partner, working across departments to align IT services with the City's objectives and operational needs.

Guiding Principles

- **Ensure Information Security:**
Maintain the highest security standards to protect sensitive data, fortify digital infrastructure, and proactively mitigate evolving threats.
- **Empower Stakeholders:**
Provide accessible, user-friendly technology solutions, supported by training and communication, to enhance productivity and service delivery.
- **Drive Innovation:**
Leverage cutting-edge technologies and forward-thinking strategies to position the City as a leader in smart, sustainable urban development.

Ecosystem by the numbers



200+ Software Applications



10,000 Annual Support Tickets



3.5TB SharePoint Data Storage



78 Active Projects



10 Cloud Applications



600+ Workstations/Laptops



215 Public Safety Radios



100+ Servers



28TB Local File Storage



23,648,286,312 Annual Cyber Security Events Blocked



24,000 Annual 911 Calls



200 GIS Layers



3 Data Centers



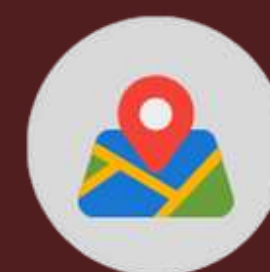
270+ Mobile Devices



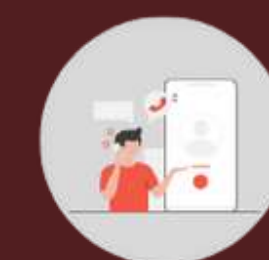
1.3 Million Annual Emails Scanned and Processed



671 Users



40 Online Maps



27,318 311 Calls



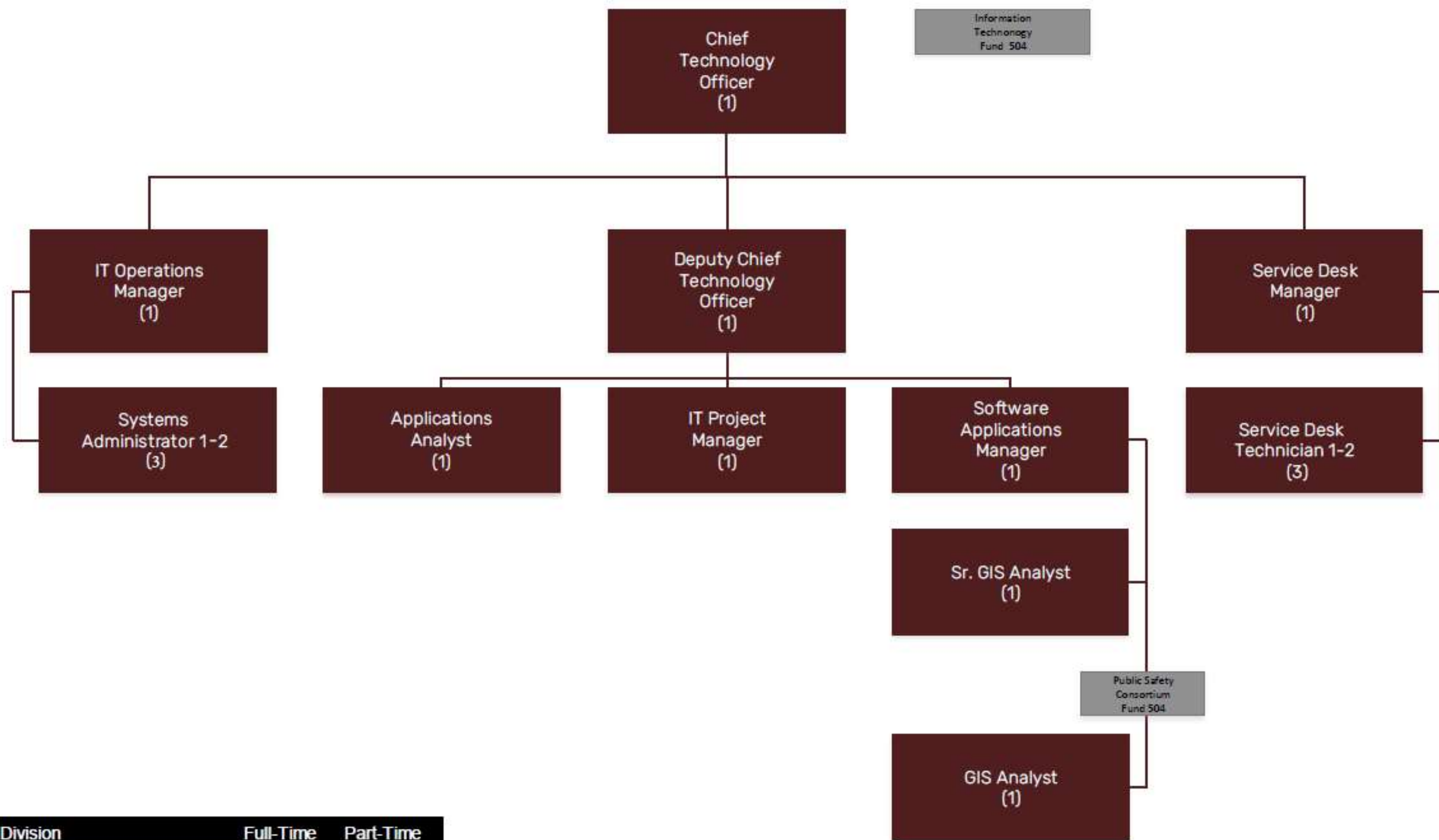
Cyber Security Framework

BTX-IT is strengthening cybersecurity by aligning with the National Institute of Standards and Technology (NIST) 2.0 Cybersecurity Framework. This strategic approach fortifies digital assets, ensures operational continuity, and enhances resilience against evolving threats.

By adopting the NIST framework, BTX-IT bolsters defenses, mitigates risks, and improves incident response. Employees gain the tools and confidence to serve the public securely and effectively.

Cybersecurity is a shared responsibility. Beyond technology, it involves people, processes, and culture. BTX-IT's commitment builds a secure, resilient IT environment that upholds the City's mission and safeguards the community.

Information Technology Organizational Chart



Division	Full-Time	Part-Time
Information Technology	14	0
Public Safety Consortium	1	0
TOTAL	15	0

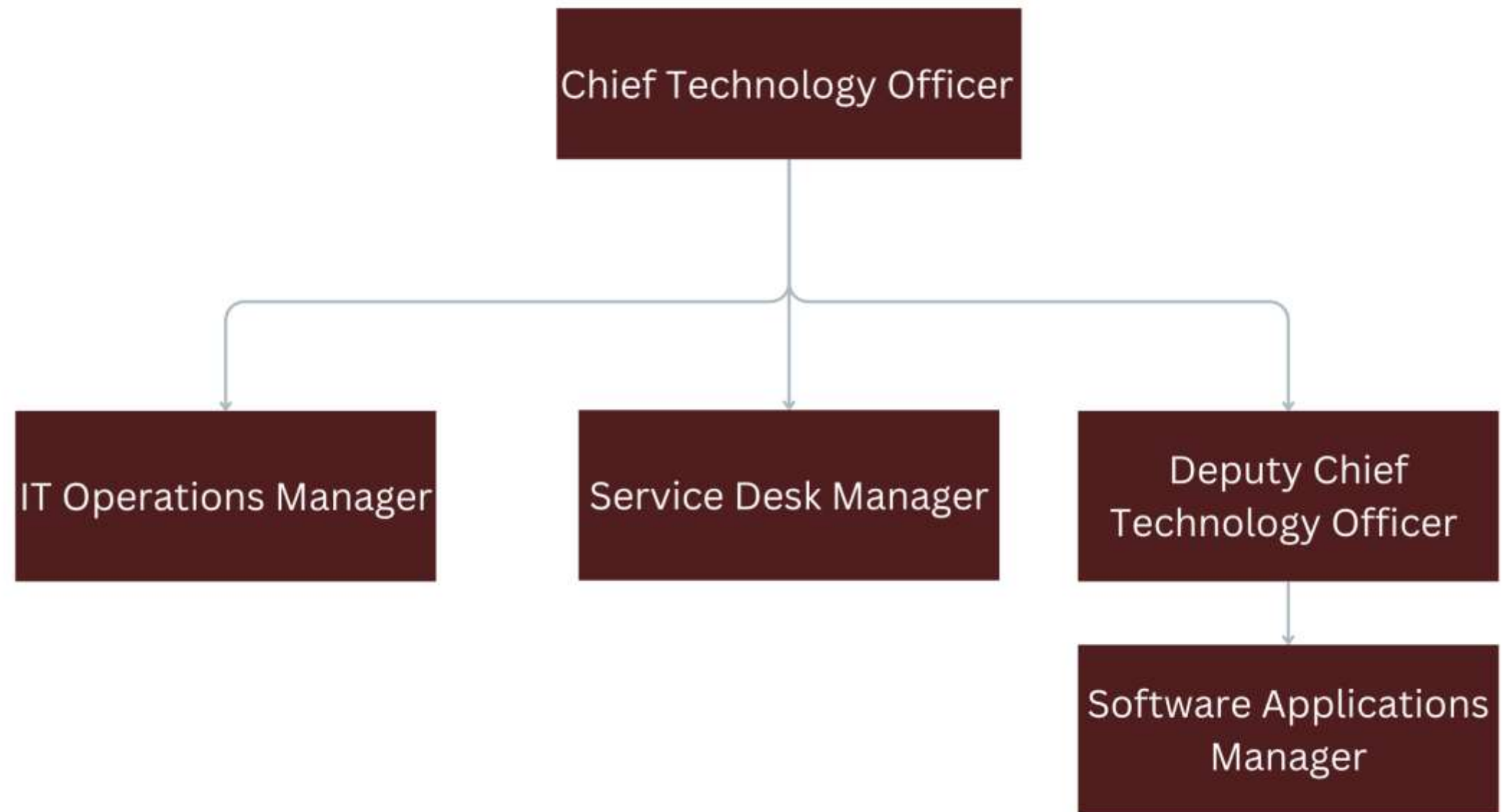
Administration:

The BTX-IT leadership team plays a critical role in shaping the City's technology landscape. We don't just manage IT— we set the strategic direction, ensuring every technology initiative aligns with long-term goals.

From budgeting and resource management to compliance and governance, we create a structured approach that keeps operations transparent and efficient.

By working closely with departments, we ensure technology solutions are not just functional but are tailored to enhance service delivery and operational effectiveness.

We focus on collaboration and innovation to ensure that the City's technology ecosystem is always evolving to meet future needs.



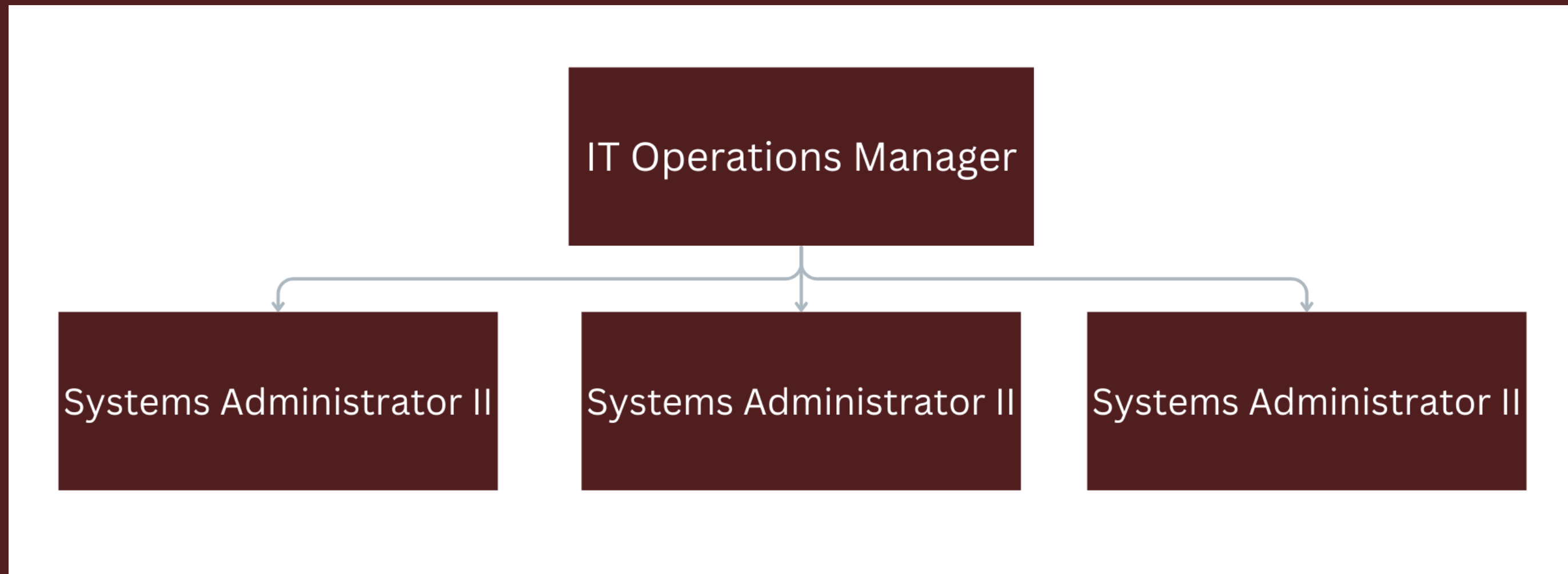
IT Operations:

The Infrastructure & Operations team is the backbone of the City's technology, ensuring that systems stay secure, reliable, and always accessible.

They manage the network, servers, and IT infrastructure, making sure every department has the tools they need to operate smoothly.

From protecting critical data to implementing cybersecurity measures, they work behind the scenes to keep threats at bay and ensure disaster recovery plans are in place.

Their efforts don't just maintain technology—they power the City's daily operations, ensuring stability, security, and efficiency every step of the way.



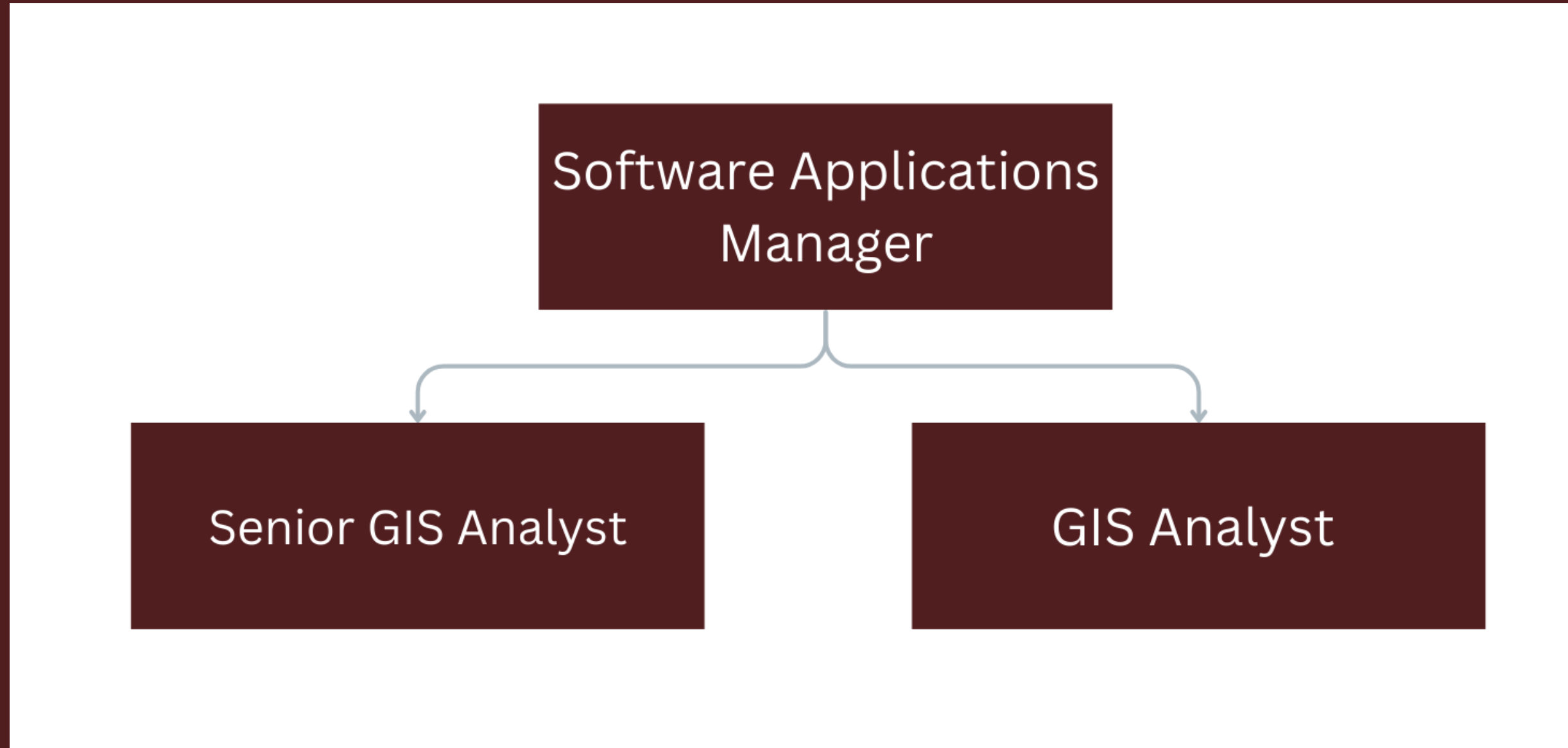
Geographic Information Services (GIS):

The GIS division transforms complex spatial data into meaningful insights that help shape the City's future.

From mapping infrastructure and zoning to supporting emergency response, permitting and work orders, they provide and manage the critical data departments need to make informed decisions.

By visualizing information through interactive maps and analytics, GIS enhances planning, improves city services, and even helps the public stay informed through online tools.

Their work isn't just about maps—it's about using location-based intelligence to drive smarter, more efficient urban development.



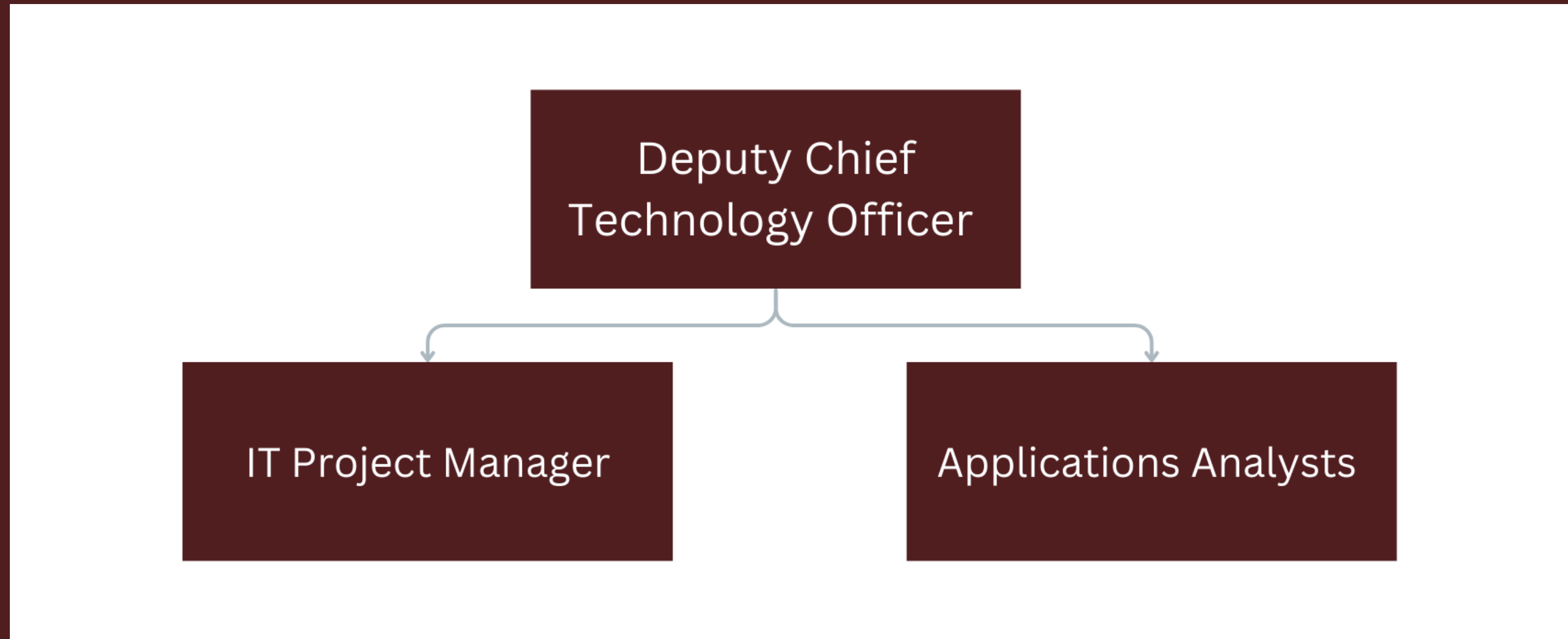
Applications & Project Management Office (PMO):

The App & PMO division ensures that the City's software and IT projects are strategically managed to meet business needs and improve service delivery.

From enterprise applications to system upgrades, they make sure technology is well-integrated, secure, and optimized for performance.

Beyond managing software, this team keeps IT projects on track—delivering solutions on time, within scope, and on budget.

By streamlining application management and project execution, they help departments work smarter, improve efficiency, and drive digital transformation across the City.



Service Desk:

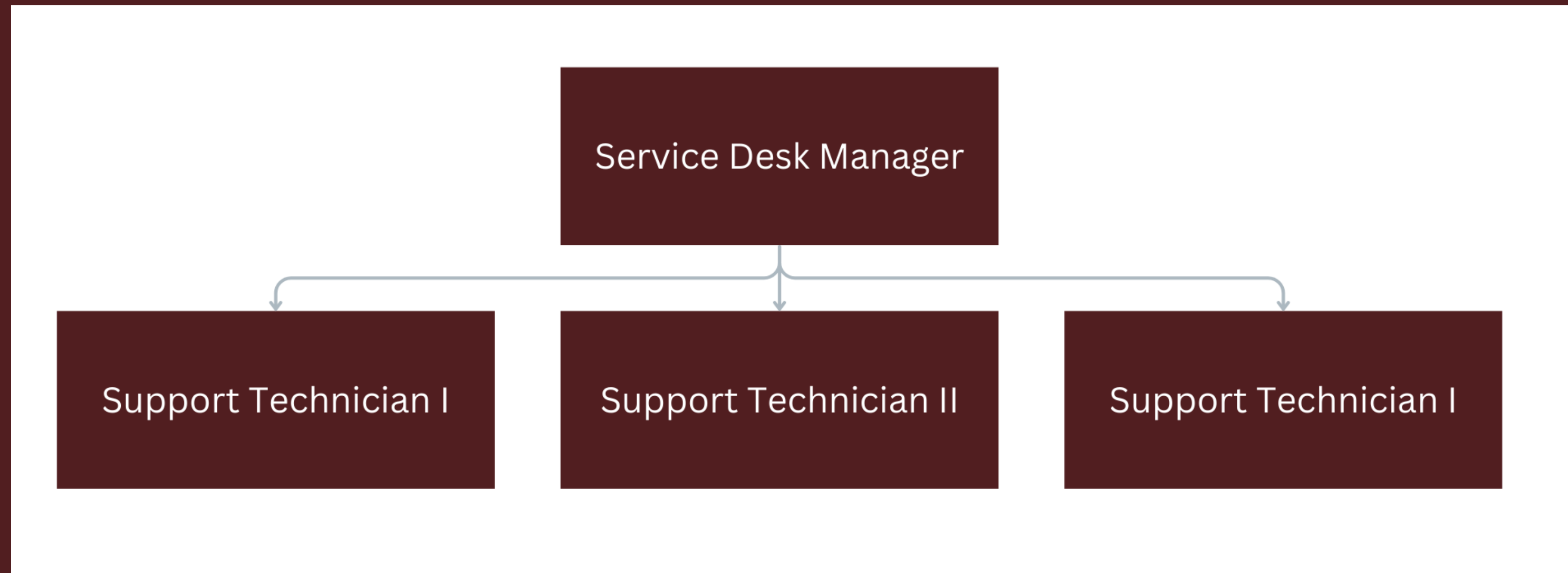
The Service Desk is the first line of support, making sure City employees have the technology they need to serve the community.

Whether it's troubleshooting issues, deploying hardware and software, or providing IT support for first responders, they ensure systems stay up and running.

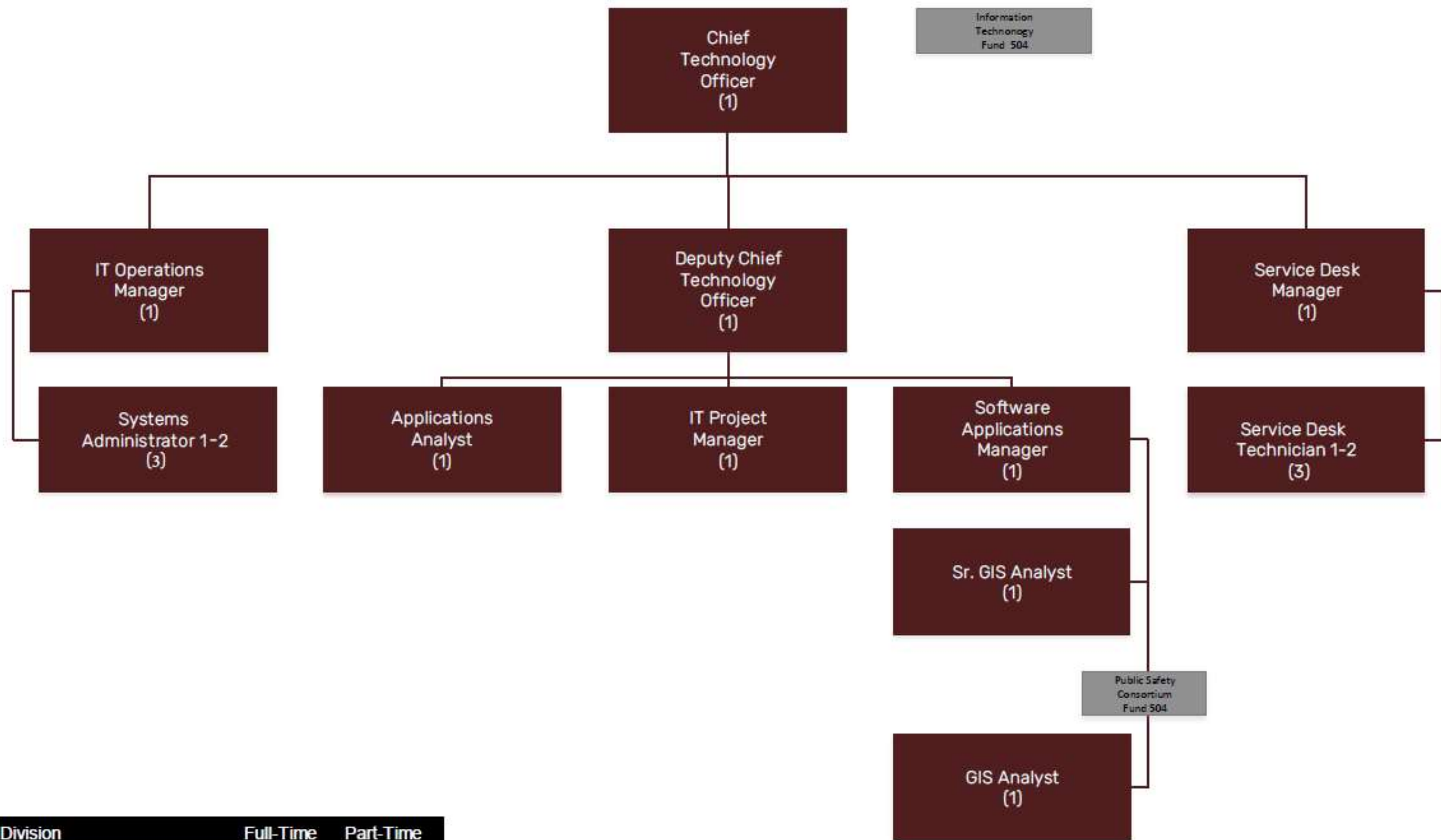
But they do more than just fix problems—they drive innovation, implement new technologies, and train staff to use IT tools effectively.

With a focus on fast, reliable service, the Service Desk keeps City operations smooth, responsive, and ready for anything.

Divisions



Information Technology Organizational Chart



Division	Full-Time	Part-Time
Information Technology	14	0
Public Safety Consortium	1	0
TOTAL	15	0

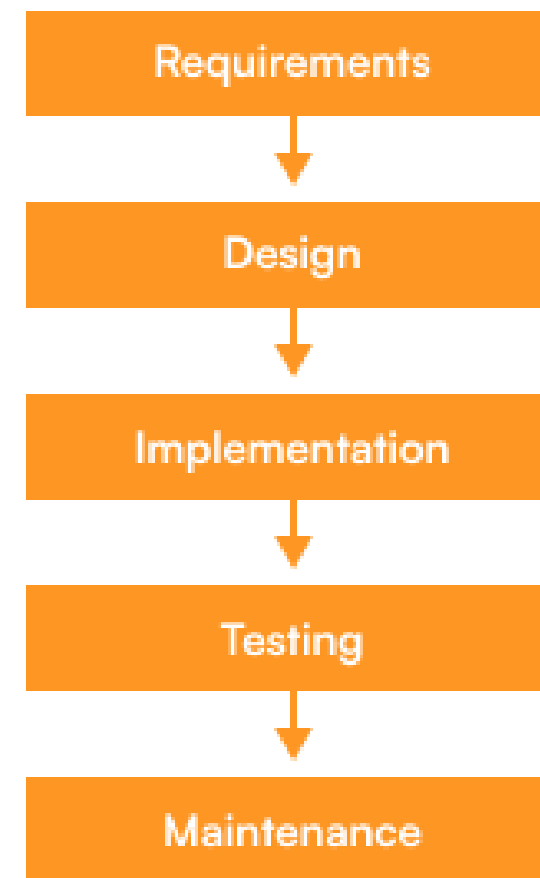
We blend Agile principles with ITIL best practices to create a dynamic and efficient approach to technology project management.

Agile allows us to stay flexible, adapt quickly to changing needs, and deliver value in small, impactful iterations. By engaging stakeholders early and continuously refining solutions, we ensure our technology truly serves its users.

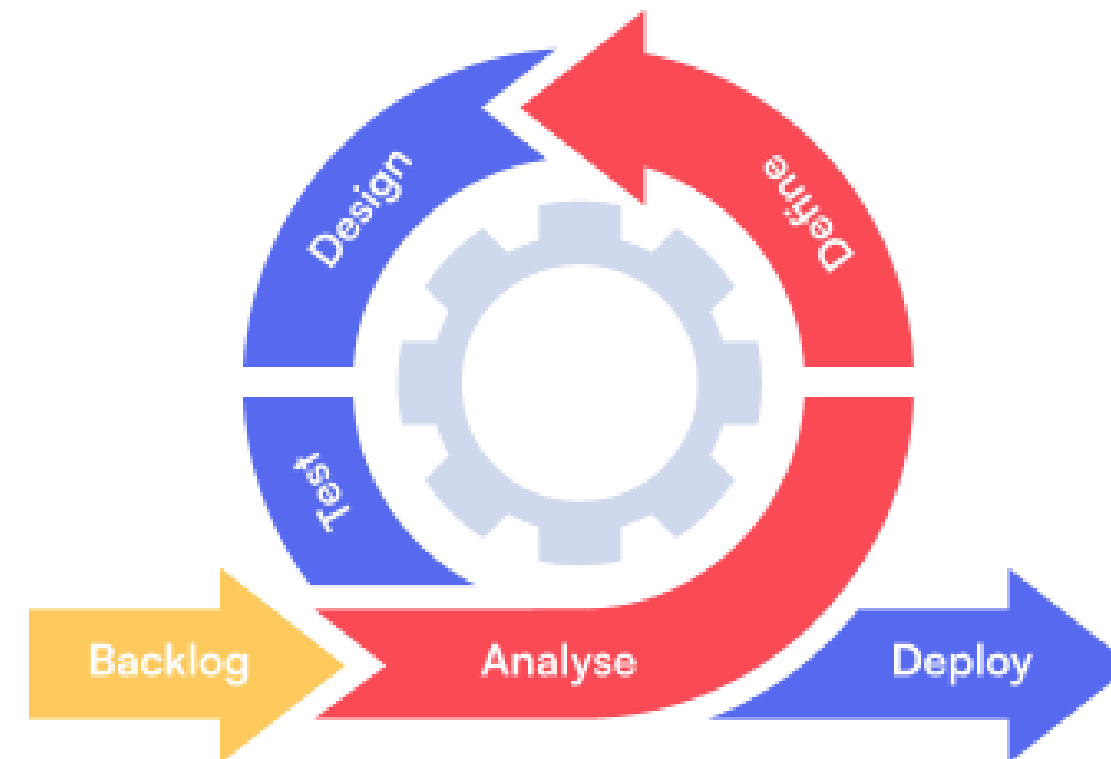
At the same time, ITIL provides a structured framework for IT service management, improving service reliability, incident resolution, and operational efficiency.

This balance between Agile's adaptability and ITIL's consistency has led to transformative projects that strengthen the City's technology ecosystem.

By embracing both methodologies, we ensure that our IT strategy is efficient, user-focused, and always evolving to meet the needs of the City and its residents.



Waterfall methodology



Agile methodology

Project Management & Governance

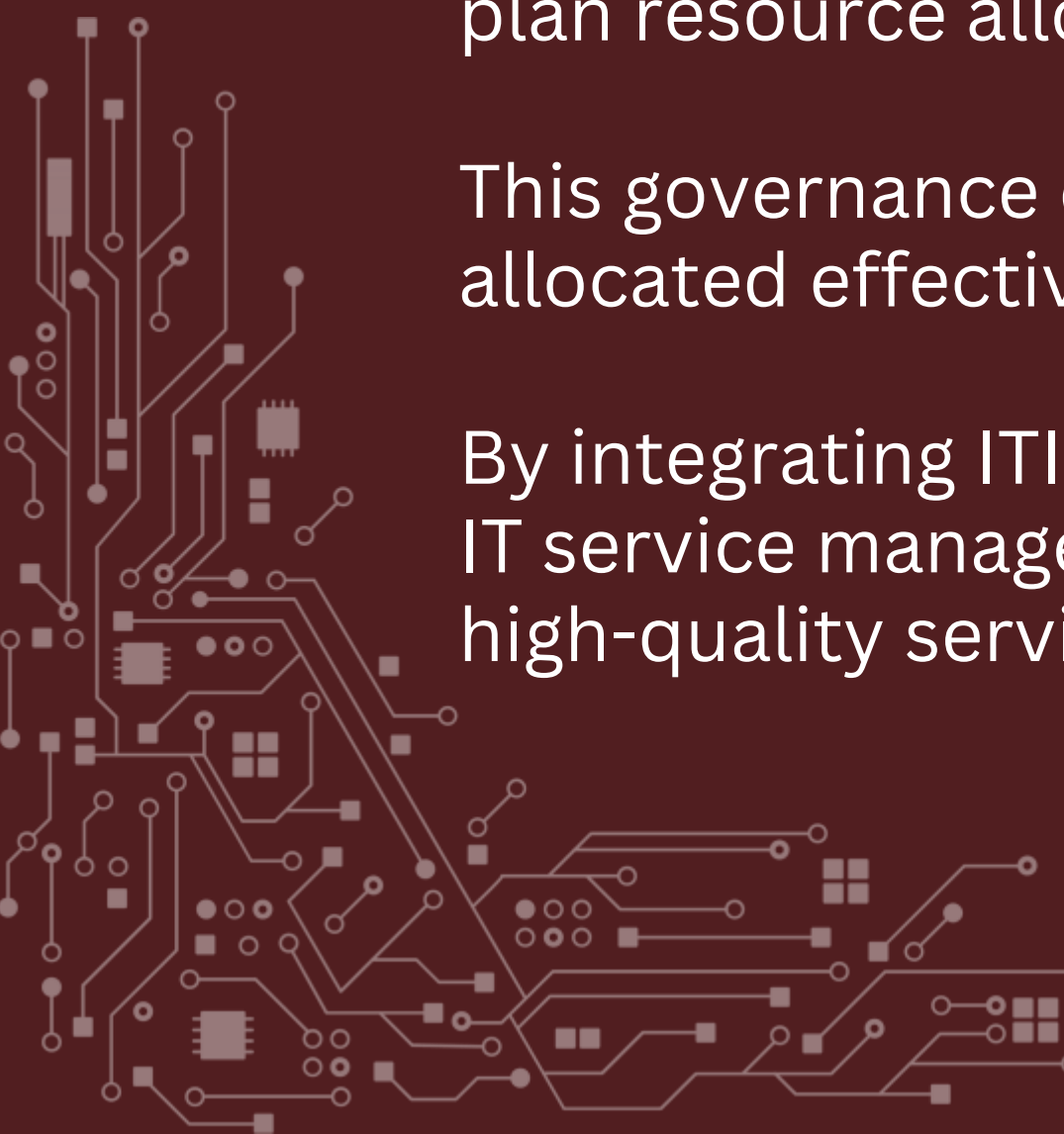


We have established governance measures for technology project implementations in collaboration with the City Manager's Office (CMO) and Finance.

Projects undergo a thorough submission process, allowing us to collaborate closely with requesting staff and vendors to gather essential information and plan resource allocation.

This governance ensures that projects are well-supported and that resources are allocated effectively for implementation, ongoing support, and maintenance.

By integrating ITIL, Agile, and robust project governance, we have enhanced our IT service management, aligning closely with the City's needs and delivering high-quality services to our stakeholders.



Challenges & Areas for Growth

BTX-IT has made significant progress with modernizing our technology ecosystem, but key challenges remain that could impact long-term efficiency, sustainability, and cost-effectiveness.

Addressing these challenges will take time, with some solutions spanning multiple years due to strategic planning, funding constraints, and resource availability. While certain items may be phased in over time, others may require supplemental budget requests.

Additionally, IT funding is allocated based on the utilization of the technology components we provide, with the majority of contributions coming from the General Fund. This approach ensures that costs are distributed equitably based on departmental usage and technological needs.

Let's take a closer look at five critical areas that need attention.

Right now, the City does not have a dedicated IT Equipment Replacement Fund for critical systems like servers and dispatch consolettes.

This means:

 **Unpredictable costs** – Large, unexpected expenses instead of planned, incremental investments.

 **Risk of failure** – Aging equipment without a structured refresh cycle could disrupt essential services.

What's needed? A sustainable funding model that ensures proactive equipment replacement—avoiding budget spikes and reducing risk.

Reducing Dependence on Third-Party Connectivity

While Network on Demand has improved scalability, it has also increased reliance on third-party providers—driving up service fees and limiting infrastructure control.

- ◆ Exploring alternatives like Air Fiber could:
 - ✓ Reduce service fees and increase network independence.
 - ✓ Improve connectivity for critical systems like traffic management, crime center cameras, and water sites.
 - ✓ Replace costly cellular-based IoT networks with one-time infrastructure investments.

A strategic approach to connectivity will improve reliability and lower long-term costs and help with future projects that require connectivity.

Aging Council Chambers Technology

The technology in Council Chambers is over 10 years old—with multiple disconnected systems for streaming, recording, voting, and agenda management.

- The challenge?
- ✗ Outdated hardware with limited support.
- ✗ No structured replacement plan, leading to potential disruptions.
- ✓ A modernization strategy would:
 - ◆ Improve public engagement and meeting transparency.
 - ◆ Ensure reliable, long-term functionality.
 - ◆ Reduce ongoing maintenance headaches.

Without action, failures in aging components could severely impact operations.

The City's document management lacks standardization, leading to inefficiencies and compliance challenges.

📁 What's the problem?

- ✗ Inconsistent retention practices.
- ✗ Difficulties in finding and managing digital records.
- ✗ Growing storage costs and legal risks.

💡 A modern document management system would:

- ✓ Streamline retention and organization.
- ✓ Improve searchability and accessibility.
- ✓ Ensure compliance while reducing costs.

A centralized solution will improve efficiency across departments.

Aligning IT Resources with Growth

As technology expands, so does the demand for support, security, and infrastructure management—making it essential for staffing to scale accordingly.

📈 The reality:

- ◆ More network-connected devices, applications, and services needing IT oversight.
- ◆ Higher demand without additional resources risks slower response times and operational strain.

⚙️ What's next?

- ✓ Process automation and workforce planning to optimize efficiency.
- ✓ Strategic alignment to ensure IT keeps pace with the City's growth.

Technology alone isn't enough—we need the right people and processes to sustain success.

Addressing Challenges & Planning for the Future

These challenges highlight critical areas for future discussion as BTX-IT works to ensure the City's technology remains reliable, cost-effective, and aligned with strategic goals.

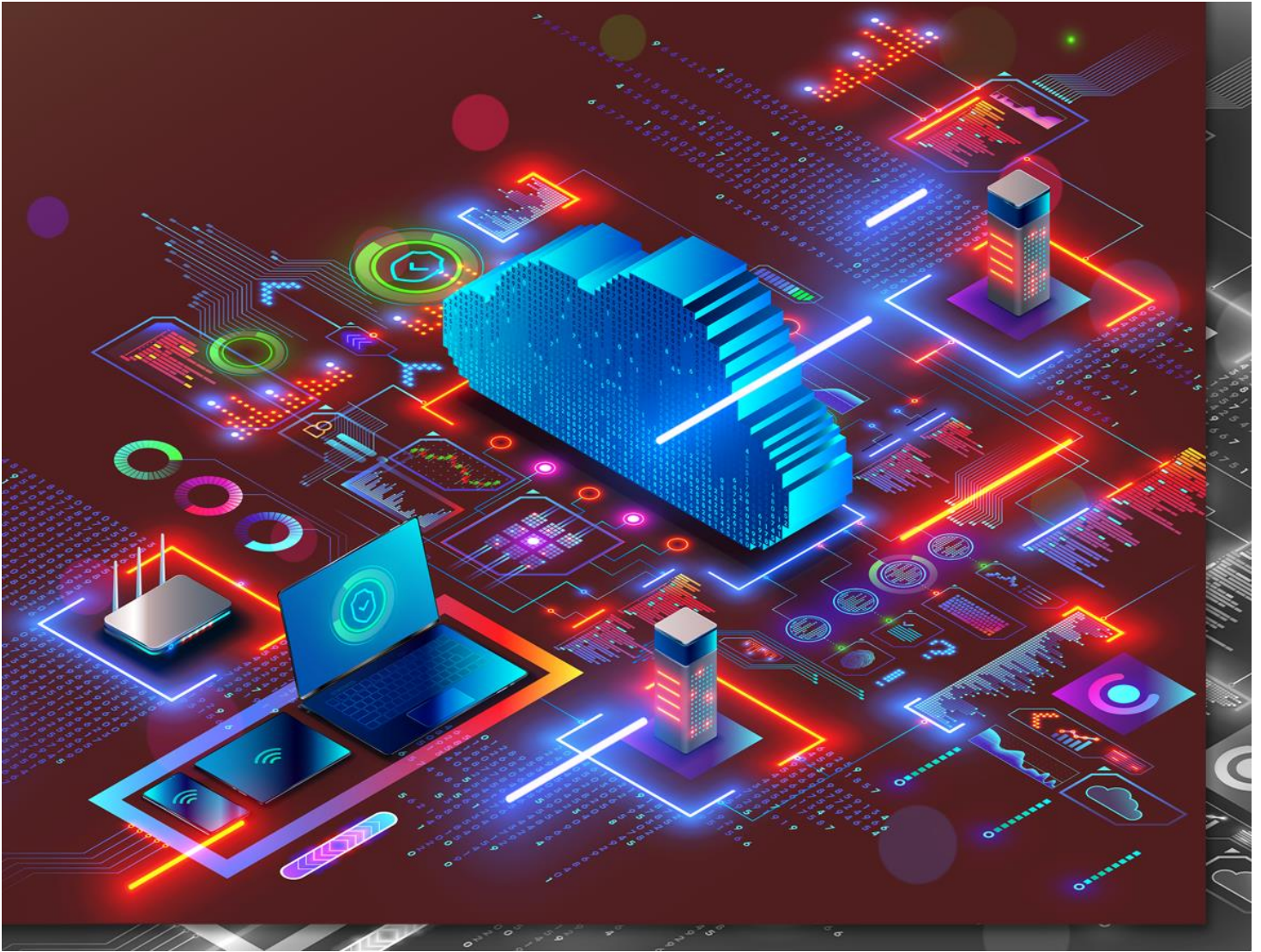
🚀 What's next?

- ✓ BTX-IT will present these issues at upcoming Council Committee meetings, providing deeper assessments and potential solutions.
- ✓ The goal is to identify priorities and seek guidance on next steps to ensure technology investments support the City's long-term success.
- ✓ Collaboration is key—by working together, we can build a stronger, smarter, and more sustainable technology ecosystem.

With proactive planning and strategic investment, we can drive innovation, enhance service reliability, and ensure operational excellence for years to come.

Thank you for your time and we look forward to continuing to digitally transform how Burleson does business.





BTX-IT Vision and Strategic Plan 2022-2028



The Burleson Information Technology Department (BTX-IT) provides business-integrated Information Technology (IT) services that improve the technology ecosystem, solve complex operational problems, and drive business outcomes. Every division of BTX-IT works on strategic initiatives that support the City of Burleson and its residents.

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Message from the Chief Technology Officer (CTO):

Mayor, Council, City Management, and Residents,

We are pleased to share an overview of the remarkable work being done by our Information Technology (IT) Department, BTX-IT, here in Burleson. Our team of fifteen dedicated full-time professionals brings a combined 150 years of experience, ensuring the reliable and innovative delivery of IT services that support city departments, council members, and residents.

BTX-IT manages a robust technology ecosystem that includes 70 interconnected networks, over 800 devices—ranging from squad cars, fire trucks, and ambulances to VoIP phones—and three data center locations. These data centers house over 100 servers, 10 storage area networks (SANs), numerous network switches, and more than 200 software applications critical to city operations.

Our cybersecurity program continues to evolve, implementing defense-in-depth strategies and staff training initiatives to safeguard city assets against evolving threats. Additionally, BTX-IT oversees Geographic Information Services (GIS), vendor contracts, and intergovernmental partnerships to enhance operational efficiency and service delivery.

Since assuming the CTO role in April 2022, we have worked closely with city leadership to address critical infrastructure challenges, strengthen disaster recovery plans, and deploy next-generation networks. Our asset management program and IT governance structure ensure effective project oversight and resource allocation. To further support compliance, we have introduced Compliance as a Service (CaaS), reinforcing adherence to NIST, CJIS, PCI, and HIPAA standards—ensuring that the City's systems and processes meet stringent regulatory requirements.

Looking ahead, we are focused on strengthening the City's technology foundation to better serve our residents and departments. This includes establishing an infrastructure equipment replacement fund to ensure sustainable technology investments and long-term cost savings. Additionally, we are working toward developing a city-owned interconnected network to enhance connectivity while reducing reliance on costly third-party providers. These initiatives, combined with continued cybersecurity enhancements and smart infrastructure planning, will help position Burleson for long-term success in an increasingly digital world.

We are excited about the future and remain committed to advancing technology solutions that drive efficiency, security, and innovation for the City of Burleson and its residents.

Respectfully,



James Grommersch | CGCIO, CGEIT, CSM, MOT
Chief Technology Officer



Executive Summary – State of IT

BTX-IT is committed to elevating the maturity of our technology ecosystem in alignment with the City’s strategic objectives. Our efforts have been focused on eliminating technical debt, strengthening governance, and enhancing service delivery through industry’s best practices. A cornerstone of this transformation has been the successful integration of the Information Technology Infrastructure Library (ITIL) framework, a globally recognized methodology for IT service management.

By adopting ITIL, BTX-IT has standardized processes, improved service efficiency, and strengthened alignment with business needs. This framework enables proactive change management, robust stakeholder engagement, and continual service improvements—ensuring that our IT services evolve to meet the City’s growing demands. Key ITIL processes, including incident management, problem management, change management, and service level management, have laid the foundation for a more mature, responsive, and resilient IT department.



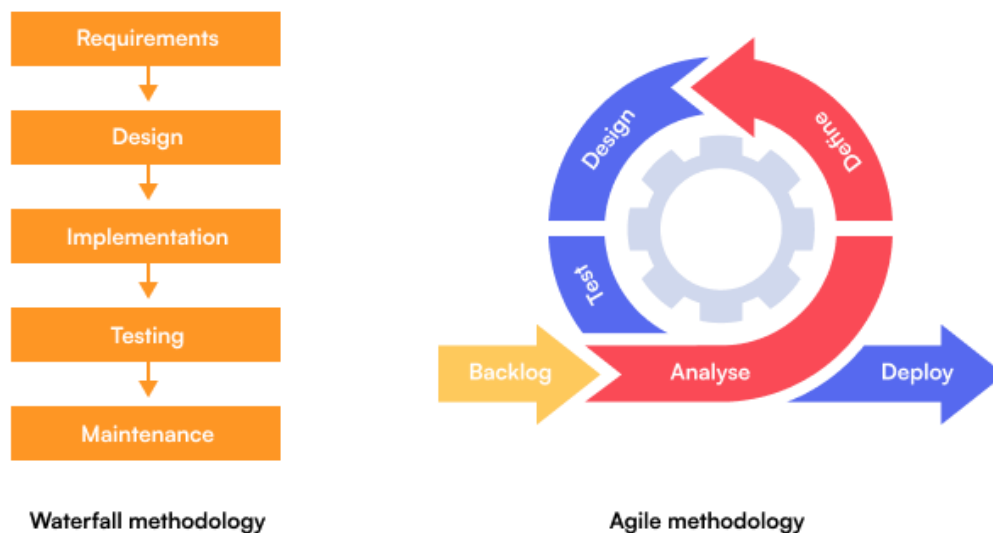
Strengthening Governance & Strategic Alignment

BTX-IT has worked closely with the City Manager’s Office (CMO), Executive leadership team, Finance, and Purchasing to enhance governance measures for technology investments. All IT projects now undergo a rigorous submission and review process, allowing for effective planning, resource allocation, and long-term sustainability.

To further reinforce governance, we are in the process of establishing the IT Governance Committee (ITGC) and introduced the Technology Information Review Document (TIRD). These initiatives will ensure that all technology purchases are aligned with the City's strategic plan, increasing transparency, reducing redundant expenditures, and maximizing the use of in-house capabilities. This structured approach optimizes investments, lowers costs, and ensures that every technology initiative contributes directly to the City's long-term goals.

Embracing Agile for IT Project Delivery

To enhance project execution, BTX-IT has adopted an Agile project management approach, which focuses on iterative, incremental progress. Over the past two years, Agile has been pivotal in improving project portfolio management, enabling rapid adaptation to evolving requirements, and ensuring timely delivery of critical initiatives. While Agile is our primary approach, we also accommodate traditional waterfall methodologies for projects where a more structured delivery model is required.



Future Outlook – Advancing IT Service Management

As part of our ongoing commitment to IT Service Management (ITSM) excellence, BTX-IT is developing a robust change management program that will involve collaboration between BTX-IT and all City Departments. This initiative will streamline processes, minimize disruptions, and ensure that technology changes align with operational and strategic goals.

By fostering cross-departmental collaboration and proactive communication, we will enhance service quality, optimize IT operations, and better support the needs of our community.

Commitment to Continual Improvement

As the City's technology service provider, BTX-IT remains vigilant in identifying emerging technology trends to enhance our operational capabilities. Our structured frameworks—ITIL, governance models, and Agile methodologies—position us to proactively meet the needs of the City and its residents, now

and in the future. Through these initiatives, we continue to drive efficiency, resilience, and long-term sustainability in our IT service delivery.

Mission | Vision | Guiding Principles

Mission:

BTX-IT envisions a future where technology seamlessly empowers, innovates, and connects every facet of City Government. Guided by continuous improvement and relationship building, we aspire to be a beacon of technological efficiency, reliability, and customer satisfaction.

Vision:

Our vision is to transform the City's technology ecosystem into a strategic enabler, seamlessly aligning IT services with the evolving needs of our community. By leveraging Enterprise IT Governance and industry best practices, we are committed to delivering secure, reliable, and scalable solutions that adapt to the dynamic challenges of the modern urban environment.

Guiding Principles:

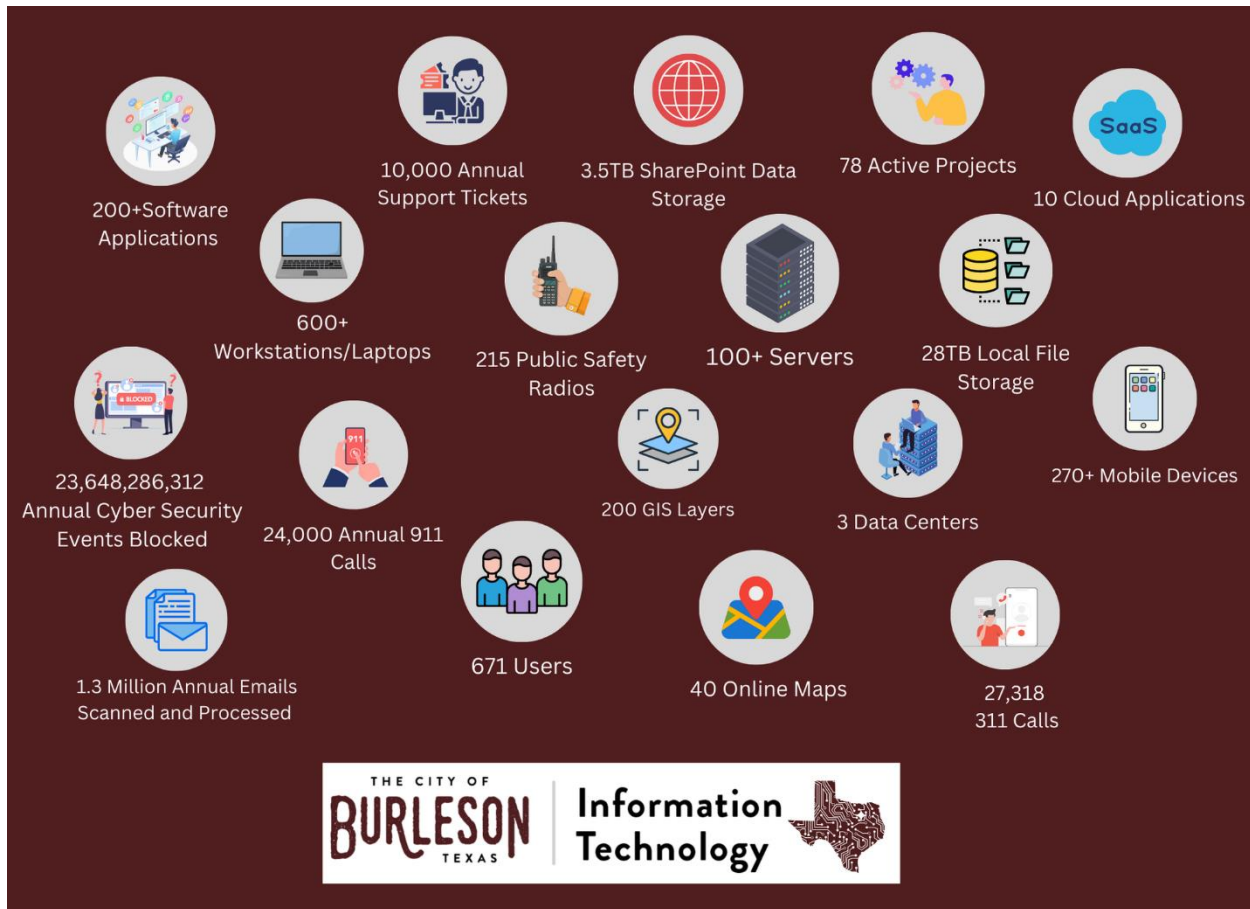
BTX-IT remains dedicated to building a resilient, forward-thinking, and citizen-focused technology ecosystem. In our pursuit of excellence, we strive to:

- **Optimize Service Delivery** – Deliver efficient, reliable, and user-centric IT services by reducing downtime, enhancing responsiveness, and continuously refining processes.
- **Embrace Continuous Improvement** – Foster a culture of learning and adaptation, ensuring ongoing enhancements in service quality, efficiency, and problem resolution.
- **Foster Collaboration** – Act as a strategic partner, working across departments to align IT services with the City's objectives and operational needs.
- **Ensure Information Security** – Uphold the highest security standards to protect sensitive data, fortify digital infrastructure, and mitigate emerging threats.
- **Empower Stakeholders** – Provide accessible, user-friendly technology solutions, supported by training and communication, to enhance productivity and service delivery.
- **Drive Innovation** – Leverage cutting-edge technologies and forward-thinking strategies to position the City as a leader in smart, sustainable urban development.

Technology Ecosystem by the Numbers:

BTX-IT ensures a resilient, efficient, and innovative technology infrastructure that empowers the City to fulfill its mission. By delivering excellence in IT services, we enable every department to operate seamlessly, leveraging technology to serve the community. The following diagram provides a comprehensive overview of our interconnected systems, highlights key metrics and illustrating the scale

and impact of our technology ecosystem in supporting City operations.



Commitment to Cybersecurity Excellence

BTX-IT is advancing its cybersecurity maturity by strategically aligning our technology ecosystem with the NIST 2.0 Cybersecurity Framework. This initiative is a crucial step in fortifying our defenses, enhancing resilience against evolving threats, and safeguarding sensitive information.

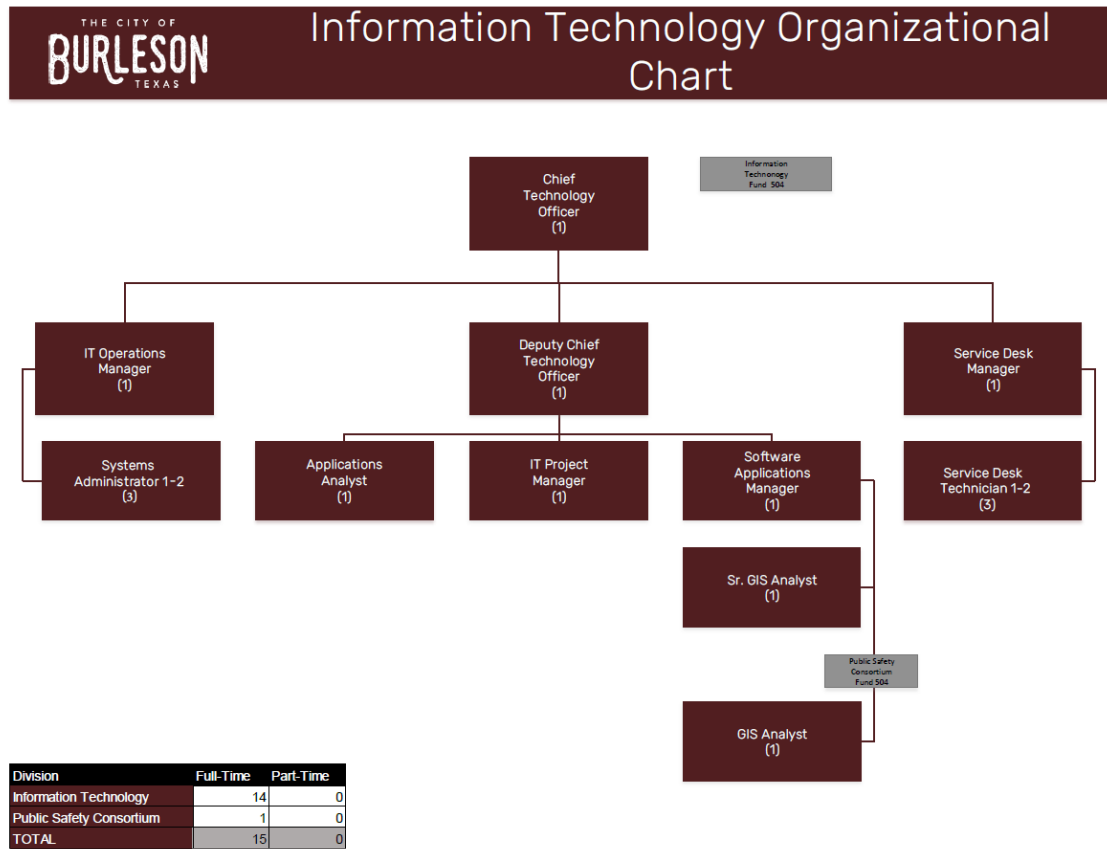
By adopting this framework, we are strengthening our cybersecurity posture, protecting the City's digital assets, and reinforcing our commitment to security and operational continuity. This alignment not only enhances our ability to mitigate risks but also empowers our employees to serve the public with confidence and excellence.

Together, we are building a more secure, resilient, and future-ready IT environment that supports the City's mission and ensures the safety of our community.

Divisions

BTX-IT is structured into five key divisions, each playing a crucial role in supporting the City's technology ecosystem and ensuring seamless operations across departments. These divisions collaborate daily to manage IT infrastructure, maintain software applications, ensure cybersecurity and compliance, oversee

IT projects, and provide technical support—empowering the City to leverage technology efficiently in serving the community.

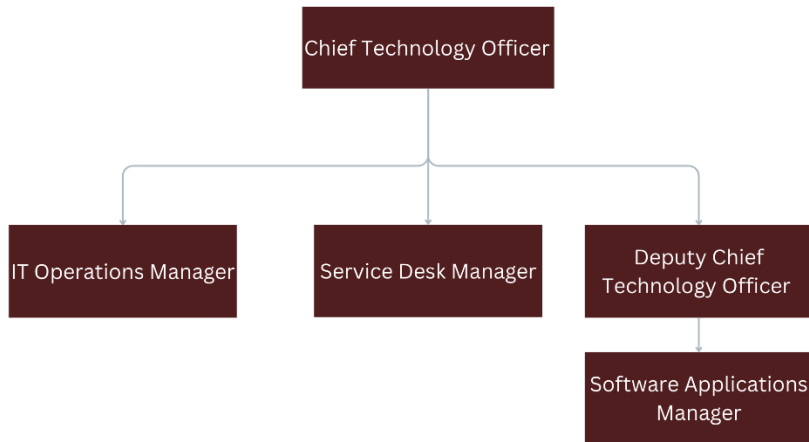


Administration

The BTX-IT leadership team provides strategic direction and governance, ensuring the City's technology initiatives align with long-term goals. This division:

- Develops technology roadmaps to drive innovation and efficiency.
- Manages budgeting, resource allocation, compliance, and policy enforcement to ensure transparent and effective operations.
- Standardizes IT governance and project planning to improve efficiency and transparency across departments.
- Works closely with departments to tailor technology solutions that enhance service delivery and operational effectiveness.

By fostering strong partnerships, the Administration team ensures IT solutions are designed to meet the City's evolving needs while maintaining fiscal responsibility.

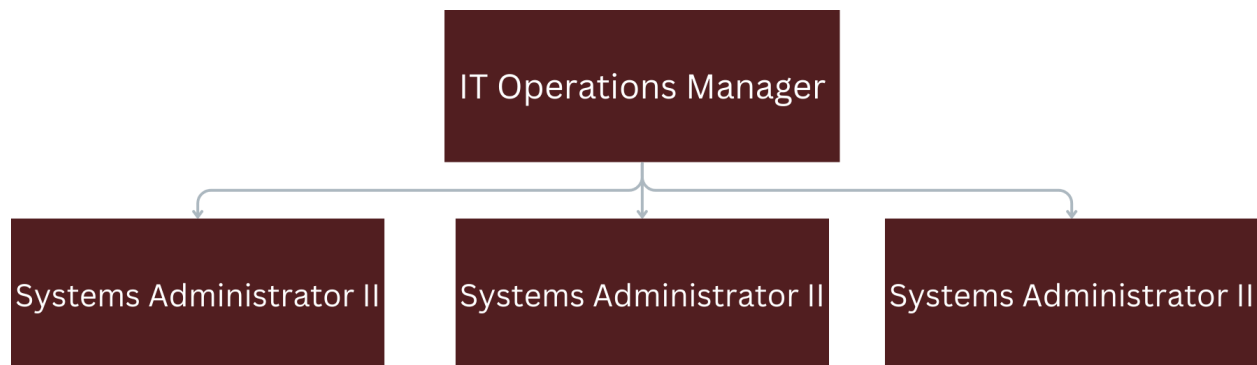


Infrastructure & Operations

The Infrastructure & Operations division manages and maintains the network, servers, and IT infrastructure, ensuring secure, reliable, and uninterrupted access for all departments. Key responsibilities include:

- Network & Server Management – Ensuring system stability, security, and performance.
- Data Protection & Disaster Recovery – Overseeing backups and mitigating risks to ensure continuity in case of cyber threats or data loss.
- Cybersecurity & Compliance – Implementing security protocols, access controls, patch management, and regular security audits.

By maintaining a robust and secure technology backbone, Infrastructure & Operations plays a pivotal role in keeping City services running efficiently.

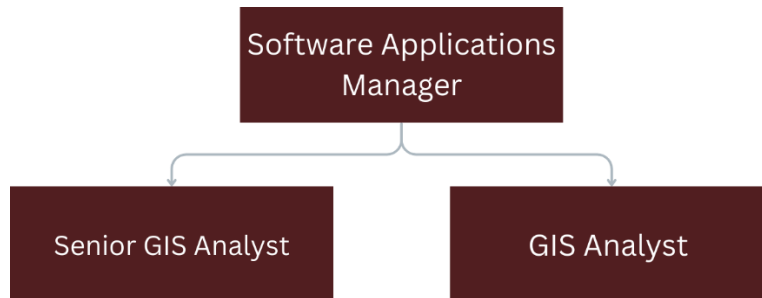


Geographic Information Services (GIS)

The GIS division manages and analyzes spatial data to support critical decision-making across the City. This division:

- Develops and maintains accurate city maps for infrastructure planning, zoning, and emergency response.
- Provides data visualization and analytics to enhance operational insights for departments like Public Works and Emergency Services.
- Improves citizen engagement and transparency by offering public access to interactive maps and spatial data through online portals.

By enabling location-based insights, GIS supports smart, data-driven urban development and improved public services.

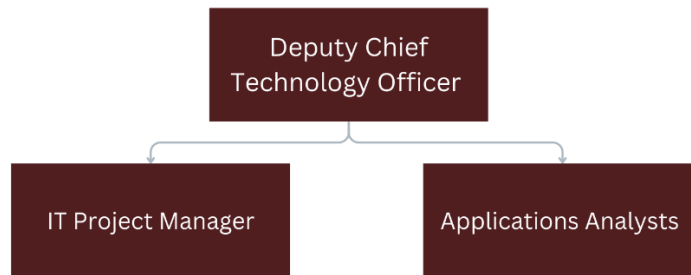


Applications & Project Management Office (App & PMO)

The App & PMO division ensures that software applications and IT projects are effectively managed and aligned with City priorities. This division:

- Oversees enterprise applications, ensuring software systems are well-integrated, secure, and optimized for performance.
- Manages software development, procurement, and upgrades, ensuring alignment with business needs.
- Implements project management best practices, ensuring IT projects are completed on time, within scope, and on budget.

By streamlining technology projects and application management, this division enhances operational efficiency, digital transformation, and service delivery across the City.



Service Desk

The Service Desk is the frontline support team, ensuring that City employees have the necessary tools and technology to perform their duties. Their key responsibilities include:

- Technical Support & Troubleshooting – Providing remote and onsite assistance for IT-related issues.
- Hardware & Software Management – Deploying and configuring computers, VoIP systems, cell phones, and software applications.
- First Responder IT Support – Maintaining and optimizing critical technologies used in police, fire, and emergency services.
- Special IT Projects & Training – Implementing new technologies, upgrading systems, and conducting user training.

The Service Desk ensures that IT remains efficient, responsive, and adaptive, enabling City employees to focus on serving the community effectively.



A Unified Approach to IT Excellence

Through these five divisions, BTX-IT ensures that technology is not just a support function but a strategic enabler for the City of Burleson. By maintaining a secure, resilient, and innovative technology

environment, we empower departments to operate efficiently, enhance citizen services, and drive forward-thinking urban development.

Leveraging Agile and ITIL for Project Efficiency and User-Centric Solutions

BTX-IT integrates Agile principles to drive iterative development, stakeholder collaboration, and continuous improvement throughout the project lifecycle. This adaptive approach enables us to respond swiftly to changes and deliver incremental value, ensuring our solutions remain aligned with evolving user needs.

At the same time, ITIL best practices have streamlined our IT service management, improving service delivery, incident management, and operational efficiency. ITIL's structured framework enhances consistency, reliability, and service quality, reinforcing our commitment to high-performance IT operations.

By combining Agile's flexibility with ITIL's process-driven approach, we achieve a balanced and effective project management strategy that prioritizes both efficiency and user satisfaction. We engage end users early, gather feedback continuously, and refine our solutions based on real-world needs—ensuring that technology not only meets technical requirements but is practical, impactful, and user-focused.

This synergy between Agile and ITIL has enabled BTX-IT to successfully complete numerous transformative projects, strengthening the City's technology ecosystem. As we move forward, this dual approach will continue to drive innovation, operational excellence, and enhanced services, empowering the City to better serve its residents.

Project Timelines, Past, Present, and Future.

BTX-IT has led major technology initiatives since the 2021-2022 fiscal year, significantly enhancing the City's technology ecosystem. These projects span internal IT improvements, citywide advancements, and regional collaborations, many of which have been presented to the City Council by sponsoring departments or directly by BTX-IT.

Past and Ongoing Projects

To maintain clarity, a list of key completed projects has been included in Appendix B, summarizing their impact on City operations. Highlights include:

- Major infrastructure upgrades such as the Data Center Refresh, Completion of Data Center Three, and Network on Demand implementation.
- Public safety enhancements like APX Next Radios Axon Body & Squad Cameras, ProQA Implementation, and CradlePoint Upgrades for Fire to improve operational efficiency.
- Operational improvements such as FreshService Implementation for streamlined IT service management and Tyler Munis Completion for financial and HR process enhancements.

- Strategic cost-saving initiatives, including the AT&T Account Audit and the Radio Network Audit, reducing unnecessary expenditures and optimizing city resources.
- Security and connectivity upgrades, including the Water Site Network and Security Connections, Duo Implementation for multi-factor authentication, and the Physical Site Security Program to enhance protection across City facilities.
- Improved citizen engagement and transparency through projects like 311 Implementation, Plaza Camera Implementation, and Senior Center Paging System, ensuring better communication and service accessibility.
- Enhanced public safety technology with projects such as Computer-Aided Dispatch (CAD) implementation, which improves emergency response coordination by integrating real-time location tracking, automated call handling, and dispatching capabilities for first responders.

The Appendix C Gantt chart visually represents the timeline of all projects, including completed and ongoing efforts. Looking ahead, a project volume reduction is anticipated after the 2024-2025 fiscal year, reflecting the introduction of governance measures aimed at managing workloads sustainably.

Challenges & Areas for Growth

While significant progress has been made, critical challenges remain that could impact long-term efficiency, sustainability, and cost-effectiveness. The following areas highlight key issues that require further discussion and strategic planning.

1. The Need for an IT Equipment Replacement Fund

The City does not have a dedicated IT Equipment Replacement Fund for servers, dispatch consolettes, and other critical infrastructure, resulting in unpredictable large-scale expenditures rather than planned, incremental investments. While we are aware of when these systems need replacement, we are not proactively allocating funds, leading to budget spikes and potential equipment failures that could disrupt essential services.

2. Dependence on Third-Party Connectivity & Infrastructure Gaps

While Network on Demand has improved connectivity and scalability, it has also increased reliance on third-party providers, resulting in high service fees and limited control over infrastructure. Past planning constraints make implementing a City-owned fiber ring costly and time-consuming.

BTX-IT is exploring modern alternatives such as Air Fiber, which could:

- Reduce reliance on third-party service fees and increase network independence.
- Improve connectivity for critical systems like Intelligent Traffic Systems, Real-Time Crime Center cameras, and water sites.
- Replace costly cellular-based IoT infrastructure with one-time Air Fiber investments.

3. Aging Council Chambers Technology & Lack of Replacement Planning

The Council Chambers technology is over 10 years old, with various components patched together instead of integrated into a modern, unified solution. Streaming, recording, voting, and agenda management all rely on separate, aging systems, leading to ongoing technical issues and compatibility challenges.

Compounding the issue, there is no IT Equipment Replacement Fund for this infrastructure, making planned upgrades impossible. Without a structured refresh cycle, the City risks major disruptions if critical components fail, with limited options for repair due to outdated hardware and discontinued support. A long-term modernization plan would improve reliability, enhance public engagement, and ensure sustainability.

4. Document Management & Retention Improvements

The City's document management systems lack standardization, leading to inefficiencies, inconsistent retention practices, and compliance challenges. As digital records grow, a modern, centralized solution is essential for improving accessibility, reducing storage costs, and ensuring regulatory compliance.

A new document management system would:

- Streamline retention and organization across departments.
- Enhance searchability and accessibility for staff.
- Reduce storage needs and operational overhead.

5. Aligning Resources with Technology Growth

As the City's technology footprint continues to expand, so does the demand for technical support, application management, and infrastructure oversight. Sustaining high service availability and operational excellence requires a strategic balance between workload and workforce capacity to ensure continued success.

Recent growth trends highlight a steady increase in network-connected devices, applications, and City services requiring IT support. While staffing levels have remained largely the same, the responsibilities tied to managing, securing, and maintaining these systems continue to grow. Without a scalable approach to IT resource management, increased demand can lead to delays in response times, reduced proactive system oversight, and heightened operational risks—potentially impacting critical City services.

While this is not a direct request for additional staff, it is a critical acknowledgment that sustaining our current pace of innovation and operational excellence requires proper resourcing. Technology alone cannot ensure success—skilled professionals are essential to maintaining, securing, and advancing our digital infrastructure.

To ensure long-term success, BTX-IT will continue leveraging process improvements, automation, and strategic workforce planning to maximize efficiency while adapting to the City's growth.

Next Steps

These challenges represent key areas for future discussion. BTX-IT will bring these issues to the Council Committees and City Council to seek guidance on confirming priorities, direction for funding, and future technology needs. The goal is to ensure that technology investments align with the City's strategic vision and operational requirements.

Addressing these challenges will take time, with some solutions spanning multiple years due to strategic planning, funding constraints, and resource availability. While certain items may be phased in overtime, others may require supplemental budget requests

We thank you for your time and we look forward to continuing to digitally transform how Burleson does business.

Appendix A – Definitions

A

- Agile – A project management approach that prioritizes flexibility, iterative progress, and continuous feedback to adapt to changing needs efficiently.

C

- Change Management – A structured approach to handling changes in IT systems, minimizing disruptions, and ensuring smooth transitions.
- Compliance as a Service (CaaS) – A structured program ensuring that BTX-IT adheres to industry regulations such as NIST, CJIS, PCI, and HIPAA.

D

- Disaster Recovery (DR) – The process of restoring IT services and data in the event of a failure, cyberattack, or natural disaster.
- Document Management System (DMS) – A digital solution for organizing, storing, and retrieving City records to improve efficiency and regulatory compliance.
- Duo – A multi-factor authentication (MFA) solution implemented to enhance cybersecurity and meet insurance requirements.

E

- Endpoint Protection – Security measures implemented to protect individual devices (e.g., laptops, phones) from cyber threats using machine learning and advanced detection tools.
- Enterprise IT Governance – A structured approach to managing IT investments, ensuring alignment with the City’s strategic goals, and optimizing resources.

G

- Governance – Policies, procedures, and oversight mechanisms ensuring that technology investments and IT operations align with City goals.

H

- HIPAA (Health Insurance Portability and Accountability Act) – A U.S. regulation requiring strict security and privacy protections for sensitive health data.

I

- Incident Management – The process of identifying, responding to, and resolving IT service disruptions efficiently.
- Information Technology Infrastructure Library (ITIL) – A globally recognized framework for IT service management that standardizes processes and improves efficiency.
- Intelligent Traffic Systems (ITS) – A digital infrastructure that optimizes traffic flow and improves safety through real-time monitoring and automated signals.

L

- Lead and Copper Rule Revisions (LCRR) – A regulatory requirement from the EPA focused on tracking and improving water quality compliance through GIS data.

M

- Multi-Factor Authentication (MFA) – A security process requiring users to verify their identity through multiple authentication methods before accessing systems.

N

- Network on Demand – A scalable connectivity solution used to improve internet speeds, redundancy, and cost management across City sites.
- NIST (National Institute of Standards and Technology) – A cybersecurity framework that BTX-IT follows to strengthen IT security and compliance.

P

- Personal Identifiable Information (PII) – Sensitive data that must be protected, such as Social Security numbers, addresses, and birth dates.
- Project Management Office (PMO) – A division within BTX-IT responsible for overseeing IT projects and ensuring they align with City priorities.

R

- Risk Management – The practice of identifying, assessing, and mitigating IT security risks to ensure operational resilience.

S

- Security Information and Event Management (SIEM) – A cybersecurity system that monitors, detects, and responds to security threats in real time.
- Software as a Service (SaaS) – A cloud-based software model where applications are hosted by a provider and accessed over the internet.

T

- Technical Debt – the accumulation of issues or problems within a software system or infrastructure, often caused by making short-term sacrifices, taking short cuts, or using workarounds, or poor cyber hygiene practices to meet delivery deadlines.
- Technology Investment Review Document (TIRD) – A formal process to evaluate and approve IT purchases, ensuring alignment with strategic goals.

U

- UPS (Uninterruptible Power Supply) – A backup power system used to prevent downtime during electrical outages.

V

- VoIP (Voice over Internet Protocol) – A communication technology used for digital phone services across City departments.

Appendix A – Completed Projects

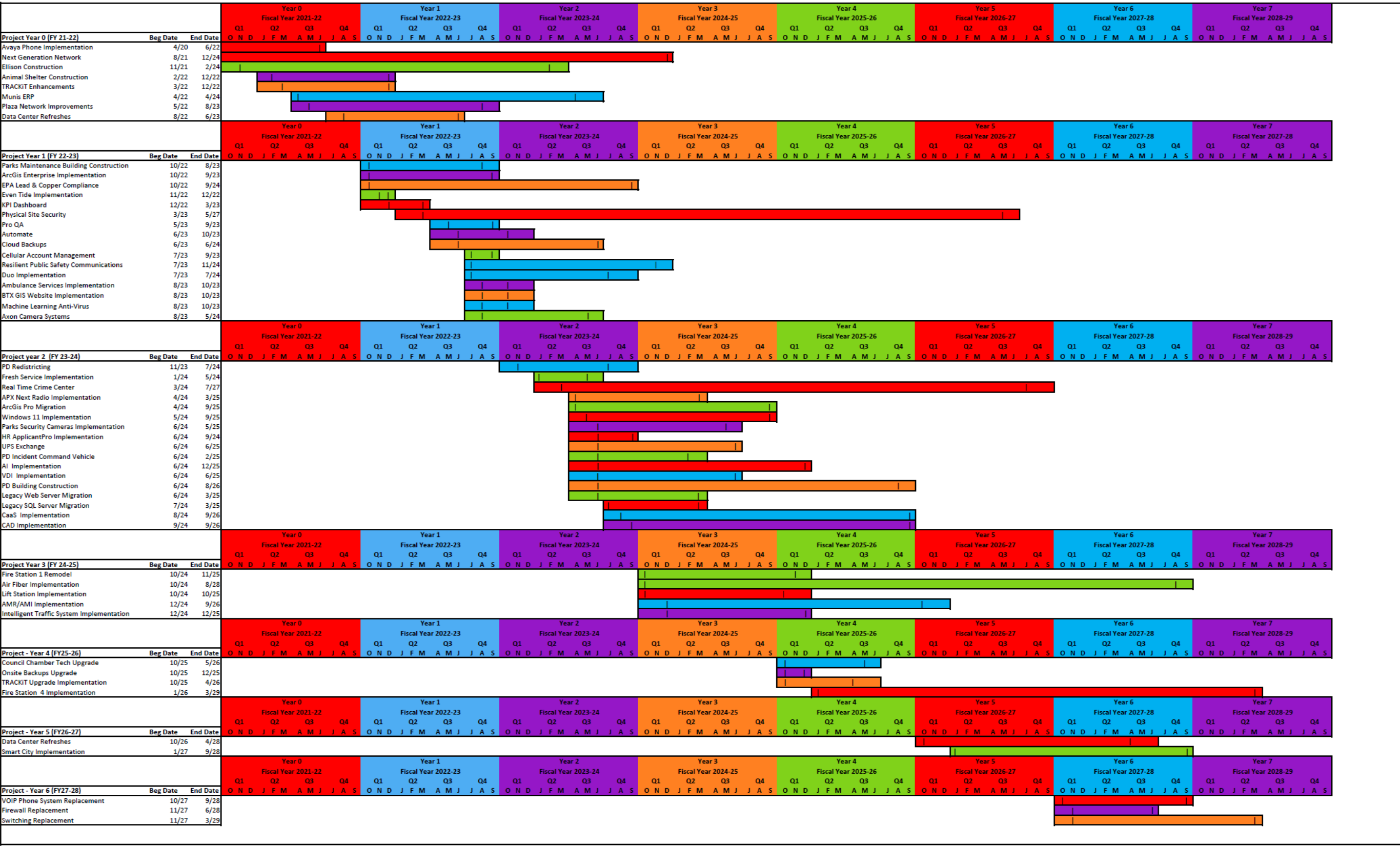
- **Avaya Phone Implementation:** Deployment of a city-wide phone system with integrated disaster recovery (DR) capabilities. The system ensures seamless communication continuity across all departments, even during emergencies, by providing automatic failover and redundancy to safeguard critical operations.
- **Eventide Recorder Implementation:** The deployment of new recording software utilized by the Public Communications Department. This system captures, records, and archives all calls, and screen activity, ensuring comprehensive and reliable documentation of all communications for public safety and operational integrity.
- **Ambulance Services Implementation:** Involved setting up comprehensive technology solutions for Burleson Fire Department Ambulance services, including software, network connectivity, GPS tracking, and CAD integration. These enhancements ensure seamless communication, real-time tracking, and efficient dispatch operations, significantly improving the responsiveness and effectiveness of emergency medical services across the city.
- **Fire Department Records Management Server:** Setup and configuration of a dedicated reporting server for the Fire Department, specifically designed to retain and manage ambulance data from the previous service provider. This server not only ensures the retention of crucial historical data for reporting and analysis but also serves as a backup solution to our cloud provider, offering an additional layer of data security and retention. This implementation enhances the Fire Department's ability to access vital information, supporting improved decision-making and ensuring compliance with regulatory requirements.
- **Legacy HTE Reporting Server Implementation:** Implementation of a dedicated server for managing legacy reporting, ensuring access to historical data, and facilitating ongoing compliance and operational needs.
- **Control Center Implementation:** Deployment of a centralized control system that enhances monitoring and management of citywide cellular infrastructure, improving efficiency, costs and scalability across departments.
- **311 Implementation:** Implementation and subsequent enhancements to the 311 system, providing residents with an easy-to-use platform for reporting issues and accessing city services.
- **Plaza Camera Implementation:** Installation of broadcasting and security cameras in the city plaza, enhancing public engagement, streaming, safety and monitoring capabilities for events and daily operations.

- **Physical Site Security Program:** Development and implementation of a comprehensive security program to protect city facilities, including access control, surveillance, and incident response measures.
- **Animal Shelter Construction:** Integration of IT systems into the new animal shelter building, ensuring operational readiness and efficiency from day one.
- **TrackIT Enhancements:** Upgrades and restoration of services to the TrackIT system, improving the tracking and management of service requests across the city and allowing full functionality of the software.
- **ProQA Implementation:** The deployment of ProQA software in our emergency dispatch system is aimed at significantly improving the accuracy and consistency of emergency call handling. This software standardizes the call-taking process, ensuring that emergency dispatchers follow the correct protocols every time.
- **IA Pro:** implemented to streamline internal affairs processes, enhancing oversight and accountability within the police department and allowing for citizen comments on engagement.
- **Automate Implementation:** Introduction of automation software to streamline routine IT tasks, freeing up resources for more strategic initiatives.
- **Axon Body & Squad Cameras:** Deployment of Axon body and squad cameras for law enforcement, improving transparency and accountability.
- **Axon for Fire Marshals:** Implementation of Axon technology for Fire Marshals, enhancing their ability to document and manage fire-related incidents and investigations.
- **GIS Enterprise Implementation:** Upgraded licensing to gain full access to the Esri Suite, significantly enhancing our GIS capabilities. The upgrade provides the City with more functionality and tools, enabling more website features for staff, infrastructure management, and public services.
- **Data Center Refresh:** Overhaul of the city's server infrastructure in two data center locations, enhancing performance and enabling true disaster recovery capabilities.
- **Completion of Data Center Three:** Established a third data center, providing enhanced security, redundancy, and adaptability for the City's critical infrastructure.
- **Server Relocation Project:** Relocated servers to optimize performance and improve disaster recovery capabilities, supporting the new CAD system.

- **EPL Data Center Project:** Deployed high-speed fiber connections between data centers, enhancing disaster recovery and ensuring optimal performance.
- **Water Site Network and Security Connections:** Enhanced security at water tower locations by installing cameras and access controls, improving monitoring and operational safety.
- **AT&T Account Audit:** Conducted a proactive audit of AT&T accounts, resulting in significant cost savings and improved management of the City's telecommunications resources.
- **CradlePoint Upgrades for Fire:** Upgraded CradlePoint devices in fire trucks, improving coverage and reducing cellular infrastructure costs.
- **Completion of the Three Phases of Tyler Munis:** Successfully implemented Tyler Munis for financial, HR/Payroll, and utility billing, enhancing operational efficiency and financial management.
- **Completion of the Network on Demand:** Implemented a unified network across City sites, improving internet speeds, redundancy, and cost management.
- **Implementation of cloud backup solution:** Deployed a cloud solution for secure, off-site backup storage, enhancing disaster recovery and data compliance.
- **Implementation of enhanced endpoint protection:** Introduced a Machine Learning endpoint protection software advanced threat detection, significantly improving the City's cybersecurity posture.
- **Issued Cell Phones for Police:** Standardized communication for police staff, eliminating personal device stipends and enhancing emergency preparedness.
- **Senior Center Paging System:** Installed a paging system at the Senior Center, improving communication and safety for staff and residents.
- **Duo Implementation:** Deployed Duo for two-factor authentication, strengthening security and meeting cybersecurity insurance requirements.
- **FreshService Implementation:** Implemented FreshService to streamline IT service management, improving ticketing and service catalog processes.
- **Reading Rover Connectivity:** Enabled connectivity for the Reading Rover, providing internet access and information display for community outreach.

- **PD UPS Replacement:** Replaced the failing UPS at the Police Department, ensuring continuity of operations during power outages.
- **Ellison Building:** Integrated IT infrastructure into the Ellison Building, supporting operational readiness for City staff.
- **Parks Building:** Successfully implemented IT components at the Parks Building, ensuring it is equipped to support park staff effectively.
- **Upgrade ArcGIS Enterprise:** Upgraded ArcGIS Enterprise from a version in the mature support phase to ensure continued access to the latest features, improved performance, security updates, and compatibility with other ESRI products. This upgrade resolved known bugs and enhanced system stability for better user experiences and operational efficiency.
- **LCRR Project** Supported Burleson's compliance with the EPA's Lead and Copper Rule Revisions (LCRR) by analyzing and updating water service line material data. The GIS division integrated data sources, facilitated field verification, and built an interactive web map application to enhance transparency and compliance tracking.

Appendix C



City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: May 5, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the BTX-IT Radio Refit and Resilient Public Safety Communications program. (*Staff Contact: James Grommersch, Chief Technology Officer*)

SUMMARY:

On March 4th, 2024, Council approved the comprehensive refit of BTX Radios for all first responder departments, including Police, Fire, Dispatch, and Emergency Operations. This initiative included the replacement of a total of 189 devices; a combination of handheld and vehicle-mounted units; designed to modernize our radio communications infrastructure and support citywide first responder capabilities. This project is a critical part of BTX-IT's strategy to strengthen communication redundancy across the City, and to improve service in areas historically impacted by poor coverage. The new devices are capable of operating across multiple network segments, including traditional radio, cellular, and Wi-Fi, ensuring seamless, uninterrupted communication for first responders, regardless of location.

Deployment Status, Training & Remote Support Enhancements

Deployment of the new radios was successfully completed during the week of March 24–28. All units are now in service, and we are currently working with our vendor to roll out comprehensive training sessions for both administrators and end users. These sessions will focus on unlocking and applying the full range of features offered by the upgraded devices, including enhanced connectivity, GPS tracking, and situational awareness tools.

A major improvement with this upgrade is the ability to remotely program and update radios. Previously, devices had to be brought in for changes, taking them out of service. Now, configurations and updates can be made over-the-air, improving support efficiency, reducing downtime, and enabling faster response to evolving needs.

This also enhances interoperability, allowing us to quickly adjust settings or talkgroups in real time during joint operations or emergencies, keeping our teams connected without interruption.

Centralized Management & Radio Count Optimization

As part of our centralized management initiative, BTX-IT has conducted a full audit of radio assets across all departments. Previously, the City's participation in the Johnson County (JoCo) radio system listed 371 active radios. Through strategic consolidation and reassignment, we have reduced that number to 320, a reduction of 51 units, resulting in an estimated annual savings of approximately \$16,379.

Reuse and Regional Collaboration

In an effort to responsibly manage legacy equipment, BTX-IT has partnered with the County to sell approximately 47 of the legacy radios that are still supported by the vendor. In addition, we have extended similar offers to other agencies within Johnson County, BISD, and have engaged the Texas Association of Government IT Managers (TAGITM) to promote regional/statewide collaboration. These efforts reflect our continued commitment to being seen as a strong regional technology partner and a responsible steward of public resources.

Planning for Future Infrastructure Costs

Looking ahead, BTX-IT is working closely with the City Manager's Office (CMO) and the Finance Department on the creation of a **Radio Equipment and Infrastructure Replacement Fund (RE-ERF)**. This fund will ensure that we are proactively planning for future costs associated not just with handheld units, but also with the underlying County radio infrastructure.

It has been communicated to all network participants that the JoCo Radio Core Infrastructure will be approaching end-of-life between 2030 and 2032. BTX-IT has already begun conversations with the JoCo Radio Team to stay informed and understand future upgrade paths and cost implications. Once we have gathered sufficient information, we will present a comprehensive update to the Finance Council Committees to review options and determine our long-term strategy.

Next Steps: Enhancing School Communications

As part of our continuous improvement efforts across the City's technology ecosystem, BTX-IT is now coordinating with the Burleson Independent School District (BISD) to implement dedicated Wi-Fi networks compatible with the new radios. This will significantly improve communication capabilities within school facilities.

Completion of the Public Safety Resiliency Program & Statewide Recognition

With the successful completion of this project, it marks the official completion of BTX-IT's Resilient Public Safety Communications Program, a multi-phase initiative aimed at strengthening the City's emergency communication capabilities, enhancing operational continuity, and ensuring first responders are equipped with the tools needed to serve and protect the community under any condition. The completion of this program was made possible through a strong partnership between the Police, Fire, Dispatch, Emergency Operations, and BTX-IT. Each group played a critical role in shaping the requirements, validating field functionality, and supporting the deployment of new technologies that enhance safety, real-time response, and interagency coordination.

On April 23rd BTX-IT was honored to receive the **Excellence Award** from the Texas Association of Governmental Information Technology Managers (TAGITM), at the annual TAGITM conference. This award recognizes local government organizations that lead the way in innovation and the effective use of technology to serve their communities.

It's a meaningful acknowledgment of the work we've done together; building a resilient, modern communications infrastructure that supports critical public safety operations. It also highlights the dedication, teamwork, and continual improvement mindset that defines BTX-IT.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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Chief Technology Officer
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817-426-9672

Resilient Public Safety Communications Program Update



On March 4th, 2024, Council approved the comprehensive refit of BTX Radios for all first responder departments.

This initiative included the replacement of a total of 189 devices.

This project was a critical part of BTX-IT's strategy to strengthen communication redundancy across the City, and to improve service in areas historically impacted by poor coverage.



Deployment Status

Deployment of the new radios was successfully completed during the week of March 24–28.

Currently staff are working with our vendor by attending comprehensive training sessions for both administrators and end users, to maximize the technology.



Centralized Management

BTX-IT has conducted a full audit of radio assets across all departments.

Previously, the City's participation in the Johnson County (JoCo) radio system listed 371 active radios.

Throughout the project we have reduced that number to 320.

Resulting in an estimated annual savings of approximately \$16,379.

The remaining 182 radios are for buildings, vehicles, and various systems

BTX-IT reached out through the Texas Association of IT Government Managers to see if any agencies would be interested in purchasing our old radios.

We are currently in the process of selling radios to the following agencies:

- 47 – Radios to Johnson County
- 34 – Lavaca County
- 15 – Colorado County
- 3 – Tidehaven ISD Police Department
- 2 – Rio Vista ISD Police Department

Planning for Future Costs

Looking ahead, we are working on the creation of a Radio Equipment and Infrastructure Replacement Fund (RE-ERF), to assist with replacement of the handhelds in the future.

JoCo Radio Core Infrastructure will be approaching end-of-life between 2030 and 2032.

BTX-IT has already begun conversations with the JoCo Radio Team to stay informed and understand future upgrade paths and cost implications.

Enhancing School Communications

As part of our continuous improvement efforts across the City's technology ecosystem, BTX-IT is now coordinating with the Burleson Independent School District (BISD).

We are implementing a dedicated Wi-Fi network compatible with the new radios.

This will significantly improve communication capabilities within school facilities that have issues with either Cell or Radio connections.

Public Safety Resiliency Program

- With the successful completion of this project, it marks the official completion of BTX-IT's Resilient Public Safety Communications Program
- This program also saw enhancements with FirstNet Cellular Repeaters in Buildings with poor reception
- The implementation of the Cell Tower in a Box allowing an emergency cell tower to be stood up in any location and cover a 1/2-mile area.

Departmental Partners

The completion of this program was made possible through a strong partnership between the Police, Fire, Dispatch, Emergency Operations, and BTX-IT.

Each group played a critical role in shaping the requirements, validating field functionality, and supporting the deployment of new technologies that enhance safety, real-time response, and interagency coordination.



TAGITM Excellence Award

On April 23rd BTX-IT was honored to receive the **Excellence Award** from the Texas Association of Governmental Information Technology Managers (TAGITM), at the annual TAGITM conference.

This award recognizes local government organizations that lead the way in innovation and the effective use of technology to serve their communities.



Continual Improvement

It's a great acknowledgment of the work BTX has done together; building a resilient, modern communications infrastructure that supports critical public safety operations.

It also highlights the dedication, teamwork, and continual improvement mindset that defines BTX-IT.



Thank you for your time!

