



**Economic Development Corporation
(Type A) Agenda**

Monday, October 21, 2024
4:30 PM

City Hall - 141 W. Renfro
Burleson, TX 76028

1. **CALL TO ORDER**

2. **CITIZENS APPEARANCES**

Each person in attendance who desires to speak to the Board 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 Board. Each speaker will be allowed three minutes to speak.

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

3. **GENERAL**

A. Consider approval of the minutes from the September 23, 2024 Economic Development Corporation (Type A) meeting. *(Staff Contact: Amanda Campos, City Secretary)*

B. Consider approval of an Amendment to the Performance Agreement 4A100223C&CBurleson between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas. *(Staff Contact: Alex Philips, Economic Development Director)*

C. Consider approval of a minute order for authorization to spend \$68,640 for a professional services agreement for a community park and associated development with Land Design. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

4. **BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

5. **RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the Board 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 Board 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**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- 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**

6. **ADJOURN**

CERTIFICATE

I hereby certify that the above agenda was posted on this the 16th of October 2024, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

Economic Development Corporation (Type A)

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: October 21, 2024

SUBJECT:

Consider approval of the minutes from the September 23, 2024 Economic Development Corporation (Type A) meeting. (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The Burleson 4A Economic Development Corporation Board duly and legally met on September 23, 2024 for a regular meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Amanda Campos, TRMC
City Secretary
acampos@burlesontx.com
817-426-9665

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION
SEPTEMBER 23, 2024
DRAFT MINUTES

BOARD MEMBERS PRESENT:

Larry Scott, Place 1
 Phil Anderson, Place 2
 Dan McClendon, President, Place 3
 Alexa Boedeker, Place 4
 Adam Russell, Vice-President, Place 5

BOARD MEMBERS ABSENT:**Staff present:**

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

1. CALL TO ORDER – 4:15 P.M.

President Dan McClendon called the meeting to order. **Time: 4:16 P.M.**

2. CITIZEN APPEARANCE

- No speakers.

3. GENERAL**A. Minutes from the August 19, 2024 Economic Development Corporation (Type A) meeting. (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 5-0.

B. 4A09232024BurlesonHighpoint, resolution authorizing a land purchase contract with Burleson Highpoint Investments, LLC. For a 10-acre tract located in Highpoint Business Park on Vantage Drive near 917. (Staff Contact: Alex Philips, Economic Development Director)

Alex Philips, Economic Development Director, presented a resolution to the board.

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

Motion passed 5-0.

C. 4A09232024BethanySUD, Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethany Special Utility District for infrastructure to support industrial development in the City of Burleson, Texas. (Staff Contact: Alex Philips, Economic Development Director)

Alex Philips, Economic Development Director, presented a resolution to the board.

John Wright with Dunaway & Associates came forward to answer questions from council.

David Woodard with Bethany Special Utility District came forward to answer questions from council.

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

Motion passed 5-0.

4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

5. RECESS INTO EXECUTIVE SESSION

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code.**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code.**
- 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.**

No executive session needed.

6. ADJOURNMENT

There being no further discussion President Dan McClendon adjourned the meeting.

Time: 4:28 P.M.

Monica Solko
Deputy City Secretary

Economic Development Corporation (Type A)

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: October 21, 2024

SUBJECT:

Consider approval of an Amendment to the Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas (*Staff Presenter: Alex Philips, Economic Development Director*)

SUMMARY:

On October 3, 2023, the Burleson 4A Economic Development Corporation approved the Performance Agreement with Foremark Development, also known as C&C Burleson, LLC to redevelop the entire 1.8 acre into a new retail building. The new building will be the home to two new to market users. In order for the site to be viable, considerable site improvements are needed. Foremark will be required to raze and clean the site including environmental cleanup, improve drainage through site, and reengineer access with a deceleration lane. Staff believes these site improvements will greatly decrease flooding, traffic impacts and clean up the aesthetics of the Wilshire corridor.

The Performance Agreement with Foremark included \$300,000 in economic incentives to help accomplish the needed site improvements.

The Amendment to the Performance Agreement will change the following terms in the Agreement:

- Recruit to the Development at least four (4) new-to-market retail, office, or restaurant tenants, with all tenants receiving a certificate of occupancy in the Development no later than December 31, 2025

As performance measures are met, Foremark would receive the following incentives:

- Upon receipt of a Certificate of Occupancy from the fourth (4th) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to Foremark shall be a reimbursement of Foremark's expenses related to Foremark's construction of the Site Improvements up to Fifty Thousand Dollars (\$50,000.00)

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving the Amendment to the Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas

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

N/A

FISCAL IMPACT:**STAFF CONTACT:**

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

Amendment to Performance Agreement with C&C Burleson



Development Highlights

- Approximately 1.8 acre site on Wilshire/SH174
- Old Jose's and China King
- Site has been vacant since late 2018



- Developer has completed environmental studies, demo, and nearly completed construction
- Developer originally proposed two new to market sales tax users, dental office and a potential third sales tax user.

Proposed Changes

- Developer is now proposing three sales tax users, and potential fourth:
 - Black Rock Coffee – Open for business
 - Shipley Doughnuts – Einstein Brothers Bagels*
 - Brident Dental – Mo'Bettah's Hawaiian BBQ*
 - TBD – EDC assisting in recruiting

*Leases have been executed

- Site improvements that have been completed:
 - Environmental Cleanup
 - Drainage
 - Aesthetics
- Deceleration lane is under review with TxDOT



Proposed Amendment & Incentives

- Einstein Brothers
 - 21st DFW location
 - Lease is executed
- Black Rock Coffee
 - 6th DFW location
 - Lease is executed
- Mo'Bettahs Hawaiian Style Food
 - 4th DFW location
 - Lease is executed
- Fourth tenant it TBD



Incentive Proposal

- EDC to provide a cash grant of \$150,000 once the deceleration lane is accepted and complete
- EDC to provide a cash grant of \$150,000 once the 2nd sales tax tenant receives their Certificate of Occupancy
- EDC to provide a cash grant of \$50,000 once the 4th sales tax tenant receives their Certificate of Occupancy

To date, developer has not received any incentive payments

Updated Return on Investment

Item B.

	2024 Year 1	2025 Year 2	2026 Year 3	2027 Year 4	2028 Year 5	2029 Year 6	2030 Year 7	2031 Year 8	2032 Year 9	2033 Year 10	2043 Year 20
CAPEX	\$ 6,000,000.00	\$ 6,180,000.00	\$ 6,365,400.00	\$ 6,556,362.00	\$ 6,753,052.86	\$ 6,955,644.45	\$ 7,164,313.78	\$ 7,379,243.19	\$ 7,600,620.49	\$ 7,828,639.10	\$ 10,521,036.32
Appraised Value (70% of CAPEX)	\$ 4,200,000.00	\$ 4,326,000.00	\$ 4,455,780.00	\$ 4,589,453.40	\$ 4,727,137.00	\$ 4,868,951.11	\$ 5,015,019.65	\$ 5,165,470.23	\$ 5,320,434.34	\$ 5,480,047.37	\$ 7,364,725.42
Revenue											
Sales Tax	\$ 84,000.00	\$ 86,520.00	\$ 89,115.60	\$ 91,789.07	\$ 94,542.74	\$ 97,379.02	\$ 100,300.39	\$ 103,309.40	\$ 106,408.69	\$ 109,600.95	\$ 147,294.51
Property Tax	\$ 30,240.00	\$ 31,147.20	\$ 32,081.62	\$ 33,044.06	\$ 34,035.39	\$ 35,056.45	\$ 36,108.14	\$ 37,191.39	\$ 38,307.13	\$ 39,456.34	\$ 53,026.02
Expenses											
Sales Rebate											
Site Improvements		\$ (300,000.00)	\$ (50,000.00)								
Demo & Env.											
Annual	\$ 114,240.00	\$ (182,332.80)	\$ 71,197.22	\$ 124,833.13	\$ 128,578.13	\$ 132,435.47	\$ 136,408.53	\$ 140,500.79	\$ 144,715.81	\$ 149,057.29	\$ 200,320.53
Cumulative		\$ (68,092.80)	\$ 3,104.42	\$ 127,937.55	\$ 256,515.67	\$ 388,951.15	\$ 525,359.68	\$ 665,860.47	\$ 810,576.28	\$ 959,633.57	\$ 2,719,671.58

- Sales tax revenue based on \$4.2M/year
- 3% inflation/year
- 10 YR Return – 274%
- 20 YR Return – 777%

Requested Action

- Approve an Amendment to the Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC.
- Deny an Amendment to the Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC.



FIRST AMENDMENT TO

PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND – C&C BURLESON, LLC

This First Amendment to the Performance Agreement (“Amendment”) is made and entered into as of September 26 2024 by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City (“BEDC”), by and through its Board President, and C&C Burleson, LLC (“C&C”), a Texas limited liability company, by and through its authorized manager.

RECITALS:

WHEREAS, on or about October 2, 2024, the BEDC, and C&C entered into that Performance Agreement (the “Agreement,” attached hereto as Exhibit “A” and incorporated herein by reference for all purposes); and

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

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

1. **Amendments.** The following amendments are hereby made to the Agreement:
 - i. Section 4.02 entitled “BEDC Participation” of Article 4 entitled “In General” of the Agreement is hereby amended by revising 4.02 to read as follows:

“4.02 BEDC Participation. The BEDC’s obligations under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.”
 - ii. Subsection (I) of Section 5.01 entitled “Covenants Regarding Developer Development and Operations” of Article 5 entitled “Covenants of Developer” of the Agreement is hereby amended by revising subsection (I) to read as follows:

“I. Recruit to the Development at least four (4) new-to-market retail, restaurant, or medical tenants, with all tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.”
 - iii. Section 6.01 entitled “Incentives” of Article 6 entitled “Covenants and Incentives of BEDC of the Agreement is hereby amended by revising section 6.02 to read as follows:

“6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Site Improvements in the Development not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Deceleration Lane, the Incentive due to Developer shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

B. Upon receipt of a Certificate of Occupancy from two (2) new-to-market retail or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Site Improvements or Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

C. Upon receipt of a Certificate of Occupancy from a fourth (4th) new-to-market retail or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Site Improvements or Deceleration Lane up to Fifty Thousand Dollars (\$50,000.00).”

2. **Effect of Amendment.** All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect. Except for the terms modified by this Amendment, the parties hereby ratify the remainder of the Agreement in its entirety.

[Remainder of Page Left Blank. Signature Pages to Follow.]

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

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,
a Texas economic development corporation**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by _____, known personally by me to be the _____ of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

**C&C BURLESON, LLC,
A Texas limited liability company**

By: *Chad DuBose*

Name: Chad DuBose

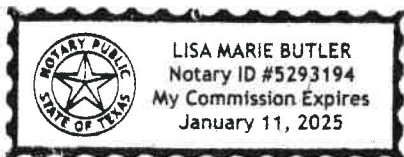
Title: Manager

Date: September 26, 2024

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on 9-26, 2024 by Chad DuBose, known personally by me to be the Mgr. of C&C Burleson, LLC, on behalf of said entity.

[Notary Seal]



Lisa Marie Butler
Notary Public, State of Texas

Exhibit "A"
The Agreement

4A100223C&CBurleson

PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND – C&C BURLESON, LLC

This Performance Agreement (the "Agreement") is entered into as of ~~September~~ ^{October} 2, 2023 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City ("BEDC"), by and through its Board President, and C&C Burleson, LLC, a Texas limited liability company ("Developer"), by and through its manager.

WITNESSETH:

WHEREAS, the City of Burleson, a Texas home rule municipal corporation ("City"), located in the counties of Johnson and Tarrant, has established a regional economic center with unique architecture in the State Highway 174 corridor ("Wilshire Corridor"); and

WHEREAS, the City desires to encourage and incentivize high quality development comprised of office, retail, restaurants, and commercial along the Wilshire Corridor to, among other things, improve drainage, site access, and walkability; and

WHEREAS, Developer is the current owner of real property in the Wilshire Corridor commonly known as 425 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, Developer seeks to develop mixed-use facilities on the Property and greatly improve the drainage on the Property, especially along Wilshire Blvd, substantially modify the vehicular access to the Property from Wilshire Blvd, and greatly improve the walkability to and through the Property; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council, any member of the BEDC Board, or any member of the City Planning and Zoning Commission; and

WHEREAS, the BEDC Board finds and determines the Development will contribute to an increase in economic development in the City; and

WHEREAS, the BEDC Board finds and determines that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure improvements related to streets and roads, drainage, and site improvements necessary to promote new or expanded business development and enterprises; and

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

**ARTICLE 1.
AUTHORIZATION**

The Burleson City Council and the BEDC Board both find and determine that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103.

**ARTICLE 2.
DEFINITIONS**

2.01 The terms "Agreement," "BEDC," "City," "Developer," "Effective Date," "Project," and "Property," shall have the meanings provided, above.

2.02 "Building Permit" means the permit issued by the City's building official reflecting that Developer may commence with construction of the Development in conformance with appropriate municipal codes.

2.03 "Capital Investment" means and shall include all hard and soft costs incurred relating to the Development, including actual construction costs including costs of all site preparation, environmental remediation costs, demolition costs, buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials, architect fees, and engineering fees but shall not include financing costs for the Capital Investments, tenant finish out costs not reimbursed by the Developer to the tenants, insurance costs, marketing costs, the purchase price of the Property, offsite improvements, or costs reimbursed to Developer by the BEDC in the form of Incentives.

2.04 "Certificate of Occupancy" means the document issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

2.05 "City Manager" means the city manager of the City.

2.06 "Concept Plan" means the plan depicted on **Exhibit B**.

2.07 "Deceleration Lane" means the turn lane from Wilshire Blvd that allows vehicular traffic to enter the Development as depicted on **Exhibit C**.

2.08 "Development" means the removal of the existing building on the Property and the construction of a new mixed-use building(s) on the **Property** of at least 8,014 square feet, of which a minimum of 3,600 square feet will be restaurant space, to contain restaurant

and retail locations and related site improvements, including the Site Improvements, to be **constructed** in general conformance with the Concept Plan.

2.09 "Event of Bankruptcy" means the dissolution or termination of Developer's **existence** as a going business, insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.

2.10 "Incentives" mean the combined contributions, monetary or otherwise, of the BEDC towards completion of the Development, as required by this Agreement.

2.11 "Site Improvements" means the improvements and permanent enhancements which are set forth in item numbers 3 through 7 of **Exhibit D**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.

2.12 "Substantially Complete" or "Substantial Completion" with regard to the Development means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy. "Substantially Complete" or "Substantial Completion" with regard to the Deceleration Lane means the date upon which the City or Texas Department of Transportation issues a Letter of Substantial Acceptance to the Developer for completion of the construction of the Deceleration Lane.

ARTICLE 3. **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate five years following the date of issuance of the first Certificate of Occupancy for the Development.

ARTICLE 4. **IN GENERAL**

4.01 The Development. It is the parties' intent to cooperate in the creation of a high-end mixed-use development comprised of desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such

construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

4.02 BEDC Participation. The BEDC's obligations under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

4.03 Exhibits. The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

- Exhibit A – Property Description
- Exhibit B – Concept Plan
- Exhibit C – Deceleration Lane Depiction
- Exhibit D – List of Site improvements

**ARTICLE 5.
COVENANTS OF DEVELOPER**

5.01 Covenants Regarding Developer Development and Operations. In consideration of BEDC agreeing to pay Developer the Incentives in accordance with the terms, provisions and conditions of this Agreement, Developer agrees to the following, which are not obligations of Developer, but are duties that must be fulfilled in order to receive the Incentives, subject to Article 12 below:

- A. Design and construct the Development and Deceleration Lane in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- B. Design and construct the Development and Deceleration Lane in substantial conformance with the Concept Plan.
- C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- D. Intentionally Deleted.
- E. Complete any required zoning application and file with the City by December 31, 2023.

F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development and Deceleration Lane no later than April 30, 2024; provided however, the obligation by Developer to commence construction shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.

G. Substantially Complete construction of the Development and Deceleration Lane no later than December 31, 2024; provided however, the obligation by Developer described herein shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.

H. Make a minimum Capital Investment of no less than Three Million Dollars (\$3,000,000.00) in the Property and Deceleration Lane no later than December 31, 2024.

I. Recruit to the Development at least two (2) new-to-market retail or restaurant tenants, with both tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.

J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.

5.02 Verification of Capital Investment. On or before February 15, 2025, Developer shall provide written verification to the BEDC that the Capital Investment made by Developer meets or exceeds the requirements set forth in this Agreement. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the Capital Investment made by Developer for the Development meets or exceeds the requirements of this Agreement.

**ARTICLE 6.
COVENANTS AND INCENTIVES OF BEDC**

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed Three Hundred Thousand Dollars (\$300,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Deceleration Lane, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

B. Upon receipt of a Certificate of Occupancy from two (2) new-to-market retail or restaurant tenants in the **Development**, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to One Hundred Fifty Thousand Dollars (\$150,000.00).

6.02 Verification of Completion of Milestone. Following the completion of a milestone specified in Section 6.01, Developer shall provide written notice of such completion to the BEDC and provide proof of costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Development meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Property during normal business hours that permits the BEDC to verify that the improvements made by Developer for the Development meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC, BEDC shall pay Developer the Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within 90 days.

ARTICLE 7.
REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the BEDC to authorize the

Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

**ARTICLE 8.
AUTHORITY; COMPLIANCE WITH LAW**

8.01 Developer hereby represents and warrants to the BEDC that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

8.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

8.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

8.04 Developer agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

8.05 By executing this Agreement, Developer warrants, agrees, verifies, and certifies that to the best of its knowledge and belief, no member of City Council, City Manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the

services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

**ARTICLE 9.
TERMINATION.**

9.01 Termination. This Agreement shall terminate at the expiration of the Term specified in Article 3 unless terminated earlier as follows:

- (a) By written agreement of the Parties;
- (b) On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party is in default and breaches any of the terms and conditions, or fails to meet any performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching Party sends notice to the breaching Party of such breach;
- (c) On the date of termination set forth in a written notice by BEDC to Developer if Developer experiences an Event of Bankruptcy;
- (d) On the date of termination set forth in a written notice by BEDC to Developer if Developer has delinquent ad valorem or sales taxes owed to the City (provided that Developer retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the BEDC sends notice to Developer;
- (e) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or

9.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01, then Developer shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to Developer.

9.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01(b) because Developer made any false representation or provided any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the BEDC any funds received by Developer related to such false representation or report from the date of termination. The terms set forth in this Section shall survive termination.

9.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall BEDC be liable to Developer for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.

9.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the parties and approved by the City Council.

**ARTICLE 10.
RIGHT OF OFFSET**

Developer agrees that, subject to the provision of notice by BEDC and 90-day period following receipt of notice in which Developer may respond or act, BEDC may offset the amount of any compensation due to Developer for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction.

**ARTICLE 11.
VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

**ARTICLE 12.
FORCE MAJEURE**

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced

herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

**ARTICLE 13.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include (i) a contribution or expenditure made and reported in accordance with law or (ii) payment of the Incentives.

13.02 Right of Reimbursement. Notwithstanding any other legal remedies, BEDC may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official or a BEDC employee or official.

**ARTICLE 14.
ASSIGNMENT**

Developer may not assign any part of this Agreement without consent or approval by the BEDC Board of Directors and ratification by the City Council.

**ARTICLE 15.
INDEMNIFICATION**

15.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 15.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS AND EMPLOYEES, THAT

CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

15.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City and BEDC (including its past, present and future officers, elected officials, directors, employees and agents of the City) do not assume any responsibility to any third party in connection with Developer's construction of the Development.

**ARTICLE 16.
MISCELLANEOUS MATTERS**

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

16.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.

16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

16.04 Counterparts Deemed Original: Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

16.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

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

Developer: C&C Burleson, LLC
The Gild North
8350 N. Central Expressway, Suite 1313
Dallas, Texas, 75206
Attn : Chad DuBose

BEDC: Burleson 4A Economic Development Corp.
Attn: Board President
141 West Renfro
Burleson, TX 76028

With a copy to: E. Allen Taylor, Jr., City Attorney
Taylor, Oison, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, TX 76107

With a copy to: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

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


16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be

substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

- 16.11 Approval by the City Council Required. The BEDC's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

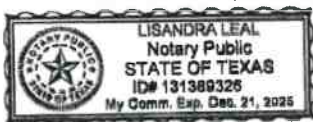
BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: 
Name: Dan McClendon
Title: Board President
Date: ~~September~~ October 2nd, 2023

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on ~~September~~ October 2, 2023, by Dan McClendon, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]




Notary Public, State of Texas

C&C Burleson, LLC,
A Texas limited liability company

By: Chad DuBose

Name: Chad DuBose

Title: Manager

Date: September 26, 2023

STATE OF TEXAS
COUNTY OF Texas

This instrument was acknowledged before me on September 26, 2023 by Chad DuBose, known personally by me to be the manager of C&C Burleson, LLC, on behalf of said entity.



Lisa Marie Butler
Notary Public, State of Texas

Exhibit A

Property Description

Lot 7-C-R, Block 2, of WILSHIRE SQUARE ADDITION, an Addition to the City of Burleson, Johnson County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 58, of the Plat Records of Johnson County, Texas.

Exhibit B
Concept Plan



Exhibit C

Deceleration Lane Depiction

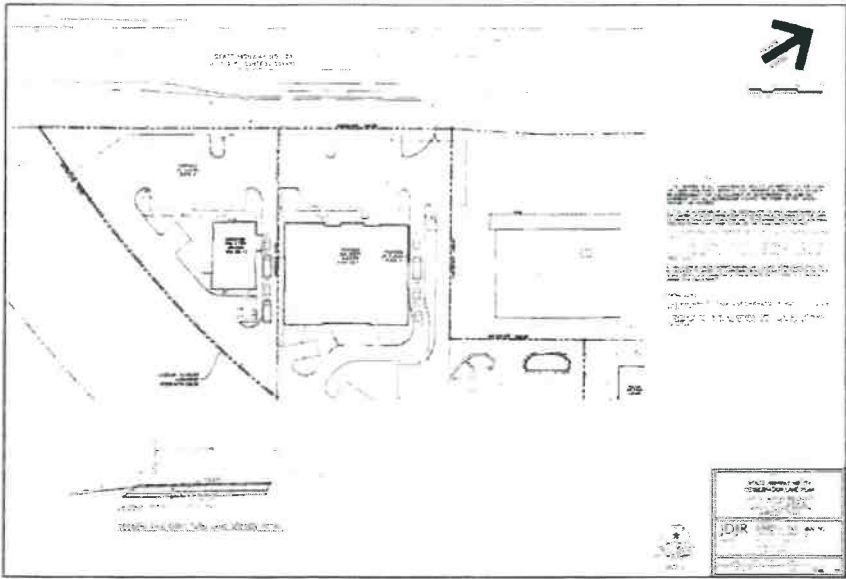


Exhibit D

List of Site Improvements



Date: July 5th, 2023
Proposal # 2313

James General Contractors, LLC
14901 H. DeLoach Expressway, Suite 280
Dallas, TX 75221
(903)821-0971
jcmrll@jcmrllgc.com

TCG
Chad Embree
8200 N Central Expressway, # 1313
Dallas, TX 75206
(214)261-8455
Chad@tcbemrll.com

JCP
1 Overlook Blvd - Civil Construction Proposal - 425 SW Wichita Blvd

DESCRIPTION	UNIT PRICE	LINE TOTAL
1 General Conditions (Erosion Controls Included)		\$30,000.00
2 Demolition		\$84,360.00
3 Earthwork		\$170,740.00
4 Concrete		\$442,800.00
5 Sanitary Sewer		\$29,800.00
6 Fire, Domestic, Irrigation Water Lines, Taps, Hydrants, FDC included		\$304,175.00
7 Storm Utilities		\$43,750.00
8 Supervision		\$45,000.00
9 O&M		\$30,000.00

S&S Total 14,017,929.00
Incentive (15%) 600,679.00
Total 14,618,608.00

Economic Development Corporation (Type A)

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: October 21, 2024

SUBJECT:

Consider approval of a minute order for authorization to spend \$68,640 for schematic design for a community park and associated development with Land Design. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

Land Design has been selected to create a schematic design for a community park at the intersection of Hulen and Alsbury. The scope of this project includes:

- Project Management
- Preliminary Site Due Diligence to include:
 - ALTA Survey
 - Tree Survey
 - Waters of the United States Delineation
 - Preliminary Drainage Analysis
 - Schematic Design

OPTIONS:

Approve

Deny

RECOMMENDATION:

Staff recommends approval

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

FISCAL IMPACT:

\$68,640 4A

\$68,640 4B

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201



COMMUNITY PARK SCHEMATIC DESIGN

ECONOMIC DEVELOPMENT CORPORATION, OCTOBER 21, 2024

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

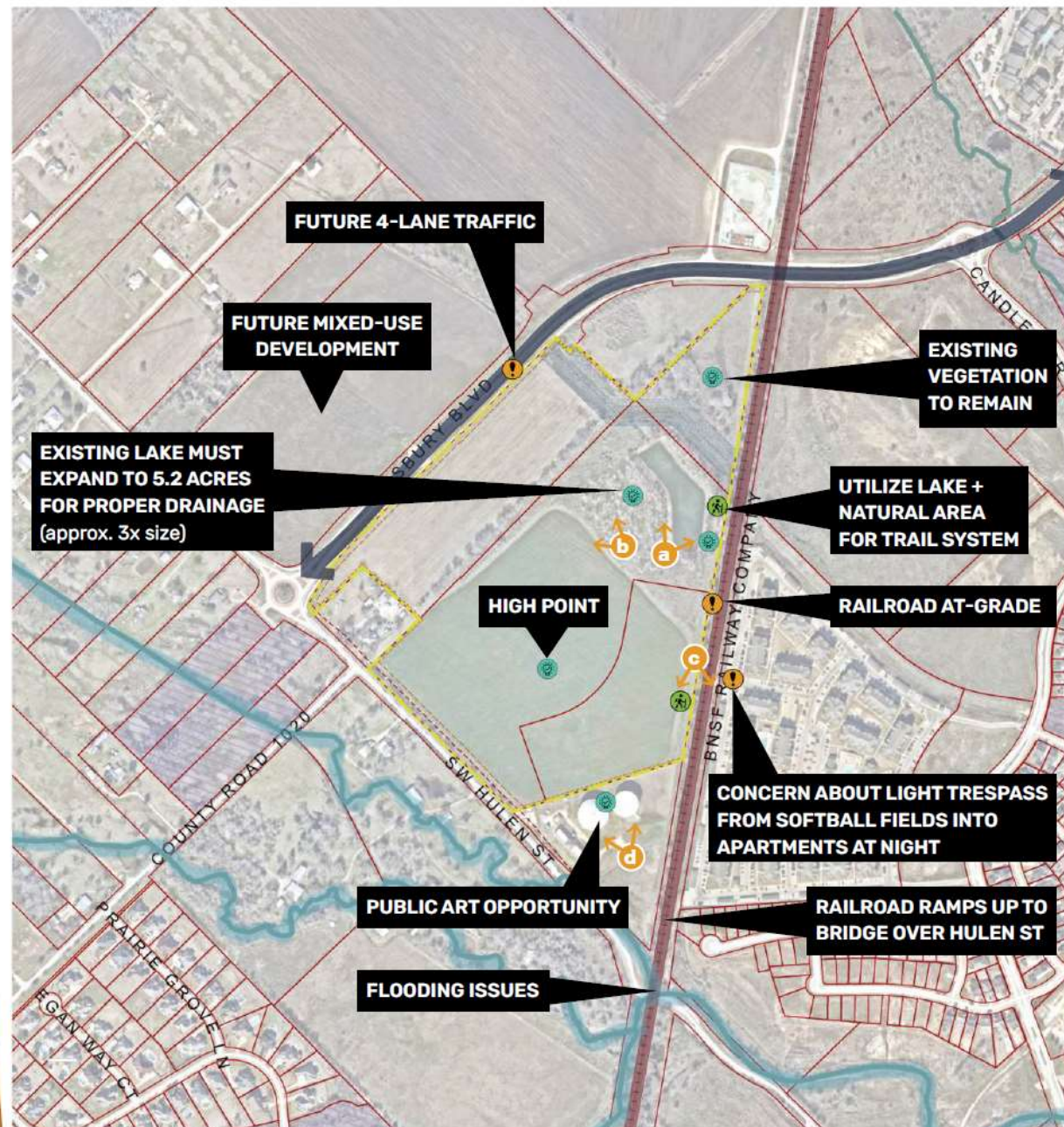
SITE ANALYSIS + DRONE DOCUMENTATION

Item C.

BACKGROUND

THE CITY OF BURLESON IS IN THE BEGINNING STAGES OF LOOKING AT THE LONG TERM POTENTIAL FOR A 55 ACRE TRACT OF CITY OWNED PROPERTY ON THE WEST END OF TOWN

BEGINNING IN FEBRUARY 2024 LAND DESIGN BEGAN TAKING A DEEP DIVE INTO LEARNING WHAT THE COMMUNITY WANTED TO SEE IN THIS PARK



SUMMARY OF KEY FINDINGS WHAT WE HEARD

The design team prepared a series of boards for the public, City staff, and stakeholders to respond to over the course of the charrette. This included three (3) activities and two (2) open-ended response questions (see right for the Activity Guide). The design team was also available in the room to answer questions and discuss residents' preferences and priorities.

The same content was used for all three audiences, with the exception of four (4) additional "Positioning Boards" with more spatial and design-related prompts that were presented at the Stakeholder Open House. **The following section summarizes the key findings, priorities, and major themes from all three Open House events, and the subsequent online Community Survey.** The numbering corresponds with the activity stations (1-6) at the Open House – see the Activity Guide to the right for information about each station.

All of the boards used during the Community Engagement phase with documented notes from the public and tallies of how many stars each image or project goal received can be found in Appendix A and B of this booklet.

approx. **120** people attended the Public Open House
(92 people signed in)

approx. **30** people attended the City Staff Open House

approx. **14** people attended the Stakeholder Open House

The graphic to the right guided participants through the six (6) Open House stations and activities.

After you sign in...

- PROJECT BACKGROUND + CONTEXT**
Review the Project Background board for a better understanding of how this project came to be. This board has an overview of the project process, history, and images of the site. Consultants and representatives from the City of Burleson will be available if you have any questions.
- LIVE, WORK, LEARN, PLAY**
Use the colored flag pins to show us where you live, work, learn, and play on the tabletop map of Burleson. Feel free to grab a sticky note and leave us a comment if you have other thoughts to add to the map!
- DRAFT VISION + PROJECT GOALS**
Review the draft vision statement and draft project goals. Place a star sticker on your TOP TWO (2) project goals. Or, write your own goal on a sticky note and place it in the "Other" circle. Feel free to provide comments on the draft vision statement, too.
- IMAGE BOARD SERIES**
This activity has a series of four (4) boards with collages of imagery on each. For each board, place up to three (3) star stickers on the images that you like. You can put all three on one image, or spread them out across three different images.
- WHAT OTHER COMMUNITIES, PARKS, + PLACES SHOULD WE RESEARCH?**
The team is compiling a list of great places to research and use as examples for the new community space. What places do we need to know about before designing? Why is it great? Write your answer on a sticky note and place it on the board.
- WHO ELSE DO WE NEED TO REACH OUT TO?**
A successful community space will require input from all types of people in Burleson, what organizations, community leaders, or groups do you think are important to contact during the design process? Or, who do you represent? Write your answer on a sticky note and place it on the board.

Your input is invaluable as we begin to define the future of this community space. Thank you for your time and feedback.

ACTIVITY GUIDE

THE BIG IDEA

The community engagement process and site analysis informs the Big Idea for the new community space. Much of the feedback indicated that the community wants to balance civic and social uses with places to recreate and be with nature. **Connectivity was a key theme that emerged** – providing opportunities to connect to nature, connect families internally through multigenerational programming, create spaces that inspire new social connections to friends and the larger community, and bridge the gap between citizens and local government through civic and educational resources.

The Program

A general program of elements was developed based on public, City staff, and stakeholder input. All of the site plan concepts include these elements in different configurations:

- Three (3) softball fields
- Sports courts (pickleball and tennis)
- Community park/civic commons
- Space for community events (min. 4 AC for 8,000 people)
- Inclusive nature playground
- Lake access
- Walking paths and trails
- Environmental reclamation area
- Dog park
- Bandstand/stage
- Food truck rodeo
- Civic uses
- Commercial and retail (food and beverage)
- Shared parking lots (min. 1 space per 200 sf of retail/commercial, min. 30 spaces)
- New street with entrances on Alsbury Blvd and Hulén St



Project Goals

Mobility, vibrancy, and health and well-being were the top 3 goals, as identified by survey respondents. These three goals are consistent with Open House respondents, indicating a general consensus from members of the community.

Passive and active play was ranked higher than civic and retail uses on the site, according to the survey. Although this question was not asked directly at the Open House, a preference and general excitement for passive and active spaces was a recurring theme from the community at the in-person events.

RANKING

- 1 OH
- 1 CS



MOBILITY

PROVIDE TRAILS + SEAMLESS PEDESTRIAN CONNECTIVITY. MINIMIZE TRAFFIC.

RANKING

- 2 OH
- 3 CS



HEALTH + WELL-BEING

SUPPORT THE COMMUNITY'S MENTAL, EMOTIONAL, + PHYSICAL HEALTH

RANKING

- 3 OH
- 2 CS



VIBRANCY

CREATE AN ACTIVE COMMUNITY HUB THAT ENCOURAGES PLAY, SOCIALIZATION, + PARTICIPATION

How do survey respondents want to play?

Overlaps from the different audiences include play spaces, pickleball, walking paths, and botanical gardens.



Top Active Recreation

OH RANKING

- 1 Play spaces
- 2 Pickleball
- 3 Group fitness

CS RANKING

- 1 Play spaces (58%)
- 2 Splash pad (47%)
- 3 Pickleball (44%)



Top Passive Recreation

OH RANKING

- 1 Walking paths/trails
- 2 Fishing
- 3 Botanical garden

CS RANKING

- 1 Walking paths/trails (75%)
- 2 Botanical garden (65%)
- 3 Nature play (49%)



How do survey respondents want to gather?

Seating areas are a key priority for all audiences, as well as some form of market retail. Special performances and other social events that bring the community together ranked in the median range in the Community Survey, but still identified as important.

Top Gathering Spaces

OH RANKING

- 1 Tranquil seating areas
- 2 Seating by the water
- 3 Bandstand

CS RANKING

- 1 Picnic area (63%)
- 2 Farmer's market (63%)
- 3 Seating by the water (61%)

SCOPE OF THE PROJECT

DESCRIPTION	PHASE (S)	FEE
Preliminary Site Due Diligence	100	\$14,500
ALTA Survey	110	\$10,500
Topographic Survey	120	\$14,700
Tree Survey	130	\$10,800
Waters of the US Delineation	140	\$4,500
Preliminary Drainage Analysis	150	\$29,800
Schematic Design	160	\$65,000

Total Contract \$124,800
 Contingency \$12,480
 Total Funding \$137,280
 Split between 4A and 4B
 4A-\$68,640
 4B-\$68,640

Next Steps

Once this contract is executed the schematic design will allow in house staff to begin activating the site.

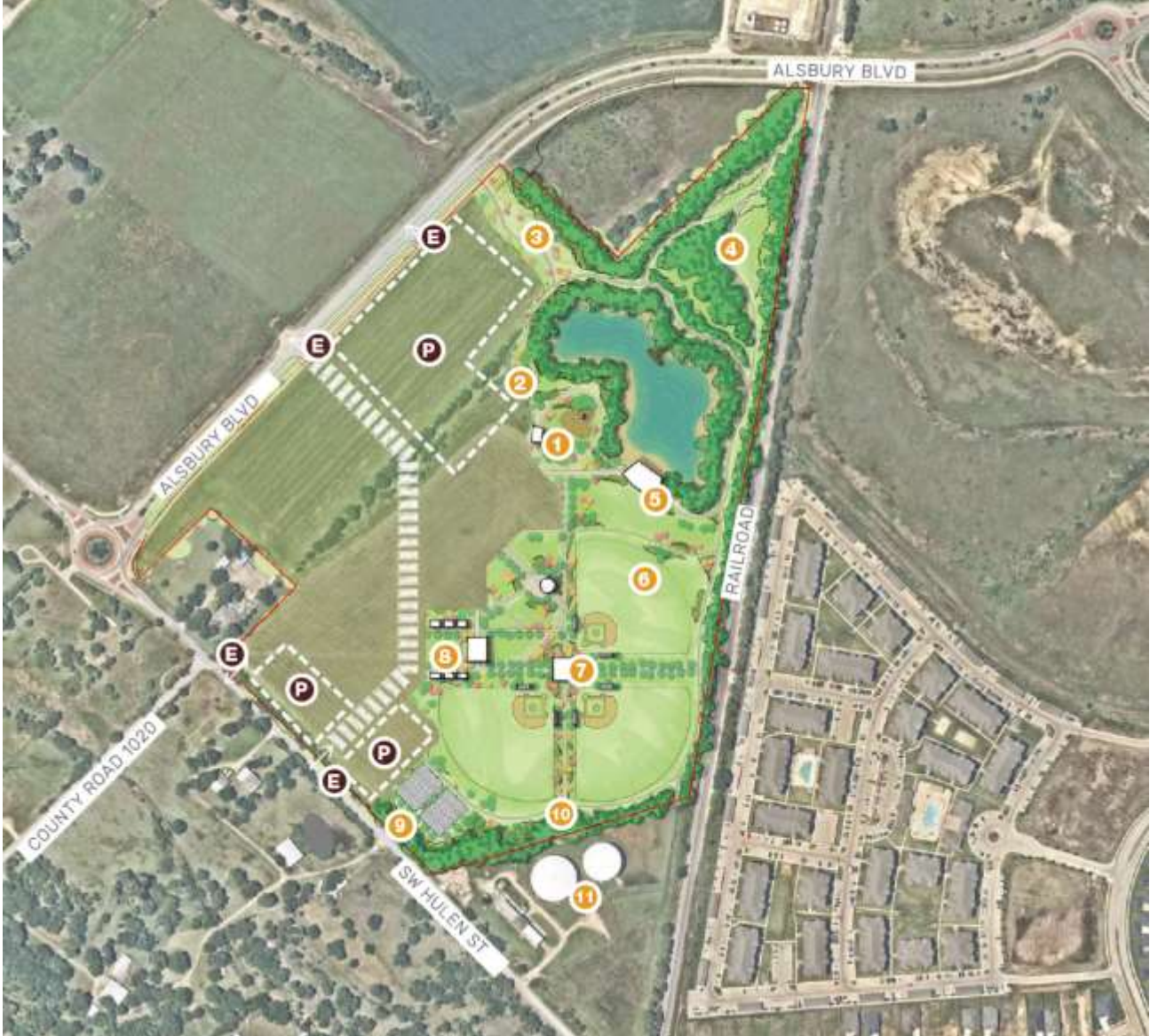
The initial activation will include:
Entry drive access from Hulen

Phase I of parking

Temporary Softball fields at the permanent placement to allow the community to begin practicing on site

Drainage and pond improvements

Natural trails



4B Capital Projects Plan

FY 2025-2029

October 2024 Update

Project #	Project Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
PK2405	BAILEY LAKE			\$498,750			\$498,750
NEW	BARTLETT				\$420,000		\$420,000
NEW	CENTENNIAL	\$525,000					\$525,000
NEW	CHISENHALL					\$336,000	\$336,000
NEW	HEBERLE				\$336,000		\$336,000
NEW	MISTLETOE HILL			\$585,000			\$585,000
NEW	BATHROOM ADDITIONS		\$157,500		\$162,225		\$319,725
PK2410	CHISENHALL FIELD TURF	\$2,205,000					\$2,205,000
NEW	ADULT SOFTBALL FIELDS	\$2,163,000		\$2,163,000			\$2,163,000
PK2103	SHANNON CREEK PARK	\$1,881,675					\$1,881,675
PK2311	COMMUNITY PARK	\$540,750	\$540,750				\$540,750

Project #	Project Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
NEW	REPLACE ROOF					\$1,200,000	\$1,200,000
NEW	ADDITION OF DRY SAUNA		\$422,940				\$422,940
NEW	REPLACEMENT OF ENTRY MONUMENT SIGN			\$38,955			\$38,955
NEW	GREENS RESURFACE (ALL 18) (REMOVE AND REPLACE TOP 6' OF MATERIAL)			\$417,375			\$417,375
NEW	POND RENOVATION BENTONITE/FOUNTAINS (4,5,15)			\$94,685			\$94,685
NEW	GREEN RIBBON DESIGN	\$90,000					\$90,000
	FUNDING NEEDED	\$7,405,425	\$580,440	\$1,634,765	\$918,225	\$1,536,000	\$12,074,855

4B Capital Projects Plan FY 2025-2029



TIMELINE FOR PHASE I

Begin Design-November 2024

Amend Capital Plan and Complete Budget Amendment for 4A-November 2024

Complete Schematic-February 2025

Bid-March 2025

Construct-April 2025

Open-August 2025



VICINITY MAP

- [KEY]
- 1 | INCLUSIVE LAKEFRONT NATURE ACTIVE AREA
 - 2 | SOFTBALL FIELDS
 - 3 | SPORTS COURTS
 - 4 | ENVIRONMENTAL RECLAMATION #
 - 5 | PROPOSED SHANNON CREEK PAR
 - 6 | CIVIC PLAZA
 - 7 | WATER TANK FEATURE
 - 8 | WAKEFIELD HEIGHT PARK
 - 9 | COYOTE LOOP FAMILY TRAIL
 - 10 | PRAIRIE TIMBER PARK
 - P | FUTURE PARKING
 - E | SITE ENTRANCE

DIRECTION

Recommend Approval

Recommend Denial