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

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

1. **CALL TO ORDER**

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 6-12, 2025 as "National Library Week" in the City of Burleson. (*Recipient: Library Department and Friends of Burleson Public Library*)

B. Presentations

-Receive the Innovative Program Award for the Trees for Tomorrow Program from Southwest Parks and Recreation Institute (*Recipient: Jen Basham, Director of Parks and Recreation, and Staff*)

-Receive the Environmental Stewardship Award for the partnership with Kids Around the World from DFW Director's Association (*Recipient: Jen Basham, Director of Parks and Recreation, and Staff*)

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A. Items to be continued or withdrawn.

- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 March 24, 2025 regular council meeting. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*
- B. Consider and take possible action on a resolution authorizing street closures for an annual Easter picnic hosted by Open Door Church on April 19, 2025. *(Staff Contact: Joni Van Noy, Economic Development Coordinator)*
- C. Consider and take possible action on a request for a 15-foot permanent public drainage easement to the City of Burleson associated with Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*
- D. Consider and take possible action on a request for a 10-foot permanent private drainage easement to It's Right Here, LLC, associated with Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*
- E. Consider and take possible action on a request for a 20-foot permanent private drainage easement to It's Right Here, LLC, associated with the Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*
- F. Consider and take possible action to receive a donation from the Friends of Russell Farm for the project to convert the Russell Farm Garage into an Art Studio. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

6. **GENERAL**

- A. Consider and take possible action on a services contract with Freese and Nichols, Inc to perform risk assessments on water/wastewater facilities and infrastructure and create a Water and Wastewater asset management plan in the amount of \$320,000. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- B. Consider and take possible action on an ordinance amendment to CSO #5565-09-2024 Fee Schedule relative to on-site sewage facility systems. *(First Reading) (Staff Contact: Lisa Duello, Deputy Director of Development Services)*
- C. Consider and take possible action on a resolution accepting the filing of a landowner petition requesting the creation of the Chisholm Summit Public improvement District (PID) and setting a public hearing date of May 5, 2025. *(Staff Contact: Tony D. McIlwain, Development Services Director)*

7. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion and provide staff feedback regarding Be Healthy Baby Boxes *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- B. Receive a report, hold a discussion and provide staff direction regarding the indoor pool stair and slide structure. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- C. Receive a report and provide possible recommendations regarding the future construction of Fire Station 4. *(Staff Contact: Casey Davis, Fire Chief)*

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

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

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

10. **RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

- A. **Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
 - Burlson Independent Soccer Association contract
- 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**
 - Depot on Main
 - Project Maple Leaf
 - Project Mayflower

11. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 2nd 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: April 7, 2025

SUBJECT:

Consider and take possible action on the minutes from the March 24, 2025 regular council meeting. *(Staff contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

The City Council duly and legally met on March 24, 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
MARCH 24, 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
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Lisandra Leal, Assistant City Secretary
Allen Taylor, City Attorney

1. CALL TO ORDER –

Mayor Fletcher called the meeting to order. **Time: 5:33 p.m.**

Invocation – Bob Massey, Elder Emeritus Grace Bible Fellowship

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 honoring Mr. Mike Eastland for his service to the North Texas Region, both as a City Manager and the Executive Director of North Central Texas COG.

B. Presentations

- None

C. Community Interest Items

- March 10-12, 2025 Council members attended the National League of Cities (NLC) Conference. We met with elected officials, lobbyists, and grant writers to discuss

grant funding opportunities. We took away a lot of good information, and it was a great trip.

- At the NLC Conference, the Council learned a lot. I realized that, as a Council, we may not always share the same thoughts or be on the same page, but we all get along for the purpose of our community. We do this because we absolutely love it, and that is why we make the sacrifices and try to put our best foot forward for the City.
- Saturday, March 29th at 10:00 a.m. is the Veterans Vietnam Celebration. The event is free to attend with phenomenal speakers. Come out and support our local vets.
- Saturday, March 29th from 11:30 a.m. to 1:30 p.m. is the Grannies versus Burleson Fire Fighter basketball fundraiser. It is \$5.00 at the door to attend for six and up, the funds raised go towards the animal shelter.
- Trash Bash is April 5th, so get your team signed up.
- The NLC Conference was a great trip and an excellent opportunity for local officials to collaborate. It also allowed for direct interaction with our national representatives. There was a lot of good conversation and we also found opportunities for potential federal funding.
- The City of Burleson will attend a Johnson County Day at the State Capitol and will be advocating on behalf of the City.
- Reminder to the Council filing deadlines have passed for new bills. We will continue to be providing updates as they make it through the House and our Senate Committee.
- Thank you to Janalea for the summary of the legislative bills. Thank you Adam for organizing the meetings at the National League of Cities Conference.

3. **CHANGES TO POSTED AGENDA**

City Secretary Amanda Campos informed council there was a need to recess into Executive Session after the consent agenda.

A. Items to be continued or withdrawn

- None.

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

- None.

4. **CITIZEN APPEARANCES**

- None.

5. **CONSENT AGENDA**

A. Consider and take possible action on the minutes from the March 3, 2025 regular council meeting. (Staff Contact: Lisandra Leal, Assistant City Secretary)

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

Motion passed 7-0

- B. CSO#5761-03-2025, resolution accepting the Quarterly Investment Report for December 31, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA). (Staff Contact: Gloria Platt, Director of Finance)**

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

Motion passed 7-0

- C. CSO#5762-03-2025, three-year contract with ImageTrend, LLC for the purchase of a master software and services agreement for the Fire/EMS Department records management system in the amount of \$173,012.39. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

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

Motion passed 7-0

- D. CSO#5763-03-2025, minute order to amend the City's Public Improvement District (PID) Policy. (Staff Contact: Tony D. McIlwain, Development Services Director)**

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

Motion passed 7-0

- E. CSO#5764-03-2025, minute order that ratifies the 4A Economic Development Corporation Board's action on a land sale contract with Paris Baguette U.S.A., Inc for a 7-acre tract located in Highpoint Business Park on Vantage Drive near FM 917. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 7-0

- F. CSO#5765-03-2025, minute order that ratifies the 4A Economic Development Corporation Board's action on a land sale between Burleson 4A Economic Development Corporation and 1451, LLC for a 7-acre tract locates in Highpoint Business Park on Vantage Drive near Cirrus Drive. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 7-0

- G. CSO#5766-03-2025, minute order that ratifies the 4A Economic Development Corporation's action on a Performance Agreement between the Burleson 4A Economic Development Corporation and KMP Plumbing, LLC., Inc. for a 20,000 square foot service center and corporate headquarters facility located on Vantage Drive in Highpoint Business Park in Burleson, Texas. (Staff Presenter: Alex Philips, Economic Development Director)**

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

Motion passed 7-0

- H. Denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 80.465 acres of land for 8468, 8400, 7928, and 7908 CR 1016A (Case 25-055). (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

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

Motion passed 7-0

10. RECESS INTO EXECUTIVE SESSION - MOVED

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**
 - Public Utility Commission of Texas Rates for 2025
 - Chisholm Summit
 - Heim Burleson, LLC
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code**
- D. Personnel matters pursuant to Section 551.074, Texas Government Code**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
 - Council responsibility during emergency events
- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the**

City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

-Chisholm Summit

-Project Workforce

- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 5:53 p.m.**

Motion passed 7-0

Motion was made by Dan McClendon and seconded by Adam Russell to reconvene into open session. **Time: 8:02 p.m.**

Motion passed 7-0

6. DEVELOPMENT APPLICATIONS

- A. CSO#5767-03-2025, ordinance zoning change request from “SF7, Single-family district-7”, to “GR, General Retail” for 601 SW Alsbury (Case 24-243). (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: 8:05 p.m.

Mayor Fletcher closed the public hearing. Time: 8:06 p.m.

Clark Strickland, applicant representative and Pastor for Impact Family Church spoke regarding the zoning change. He stated there is a buyer for a portion of the property and that the buyer is not considering a gas station at that location.

Motion made by Adam Russell and seconded by Alexa Boedeker to approve a change to the zoning to a planned development with a base zoning of general retail with the exception of convenience store, with or without fuel sales, and without automotive fuel sales. Those two uses and all performance standards shall otherwise be applicable to the general retail district.

Motion passed 7-0

- B. CSO#5768-03-2025, ordinance zoning change request from defaulted “A, Agricultural” to “C, Commercial for 3255 S Burleson Blvd (Case 25-016). (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: 8:17 p.m.

Mayor Fletcher closed the public hearing. Time: 8:18 p.m.

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

Motion passed 7-0

- C. CSO#5769-03-2025, ordinance zoning change request from “GR, General Retail”, to “GR, General Retail with a Specific Use Permit for a Liquor Store” for 654 SW Wilshire Blvd (Case 24-377). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-1)**

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

Mayor Fletcher opened and continued the public hearing. Time: 8:22 p.m.

Mayor Fletcher closed the public hearing. Time: 8:23 p.m.

Motion made by Adam Russell and seconded by Larry Scott to approve on the condition it applies to the suite the liquor store is located.

Motion passed 7-0

7. GENERAL

- A. CSO#5770-03-2025, resolution approving the parks plan associated with the Pecan Grove planned development. (Staff Contact: Tony McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, did not make a presentation.

Allan Taylor Jr., City Attorney explained the item is an administrative matter that the council needs to complete.

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

Motion passed 7-0

- B. CSO#5771-03-2025, resolution approving the termination of an interlocal agreement (ILA) between the City of Burleson and Tarrant County for the inspection and permitting of certain on-site sewage disposal systems in the City of Burleson. (Staff Contact: Lisa Duello, Deputy Director of Development Services)**

Lisa Duello, Deputy Director of Development Services, presented a resolution to the city council.

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

Motion passed 7-0

- C. CSO#5772-03-2025, amendment to CSO#4087-01-2023, the professional services contract for architectural design services for Burlison Police Headquarters Expansion with Brinkley Sargent Wiginton Architects in the amount of \$1,246,432 for a total contract cost in the amount of \$3,827,927. (FA2301) (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

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

Motion passed 7-0

- D. CSO#5773-03-2025, ordinance amending the City budget for Fiscal Year 2024-2025 by increasing appropriations to various funds to accommodate operating and capital needs; and find time is of the essence. (First and Final Reading) (Staff Contact: Kevin Hennessey, Deputy Director of Finance)**

Kevin Hennessey, Deputy Director of Finance, presented an ordinance to the city council.

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

Motion passed 7-0

- E. CSO#5774-03-2025, resolution accepting the Annual Comprehensive Financial Report (ACFR), Single Audit Report, and the Annual Audit for the period ending September 30, 2024. (Staff Contact: Gloria Platt, Director of Finance)**

Gloria Platt, Director of Finance, presented an amendment a resolution to the city council.

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

Motion passed 7-0

Allen Taylor Jr., City Attorney, left the meeting at 8:50 p.m.

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction regarding the City's Capital Improvement Program. (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)**

Randy Morrison, P.E., Director of Capital Engineering, presented on the City's Capital Improvement Program.

Discussion Included:

- Capital Engineering Department Focus
- Latest CIP
- FY 2025 Highlights
- Status update on all current active CIP projects
- Drainage Improvements
- Road Improvements

9. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- Staff to explore or create a program to help improve private property area and existing development.

10. RECESS INTO EXECUTIVE SESSION – MOVED BEFORE DEVELOPMENT APPLICATIONS

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.

- H. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
 - Public Utility Commission of Texas Rates for 2025
 - Chisholm Summit
 - Heim Burleson, LLC
- I. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- J. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code**
- K. Personnel matters pursuant to Section 551.074, Texas Government Code**
- L. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
 - Council responsibility during emergency events
- M. 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**
 - Chisholm Summit
 - Project Workforce
- N. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

11. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 9:17 p.m.

Lisandra Leal
Assistant City Secretary

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Joni Van Noy, EDC Coordinator
MEETING: April 7, 2025

SUBJECT:

Consider and take possible action on a Resolution authorizing street closures for an annual Easter picnic hosted by Open Door Church on April 19, 2025. (Staff Contact: Joni Van Noy, Economic Development Coordinator)

SUMMARY:

In accordance with the city's Code of Ordinance, Chapter 70, Article V, events requesting street closures require City Council approval.

Street Closures include:

Clark St. and (portion of) Rigney Way. Proposed street closures/barricade locations are depicted below:



City Council approved an amendment to the city's special event ordinance in December 2022 that requires city council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail
- Impacting or hindering the regular flow of traffic
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food, or beverages on city-owned property
- Erection of a tent equal to or greater than four hundred (400) square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers
- Placement of portable toilets on city-owned property
- Have an impact on public safety
- In-kind sponsorship of over \$500

OPTIONS:

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

RECOMMENDATION:

Staff recommends approval of the proposed street closures.

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

None

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joni Van Noy
Economic Development Coordinator
jvannoy@burlesontx.com
817-426-9689



Open Door Easter Picnic

Presented to City Council April 7, 2025

Open Door Fall Fest

Date and Time

- Saturday, April 19, 2025
- Event to last approx. three (3) hours; 12P-3P

Special Event Ordinance

City Council approved an amendment to the city's special event ordinance in December 2022 that requires city council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail ✓
- Impacting or hindering the regular flow of traffic ✓
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food, or beverages on city-owned property
- Erection of a tent equal to or greater than four hundred (400) square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers
- Placement of portable toilets on city-owned property
- Have an impact on public safety
- In-kind sponsorship of over \$500

Request

Street Closures

- Clark St.
- Rigney Way



Options

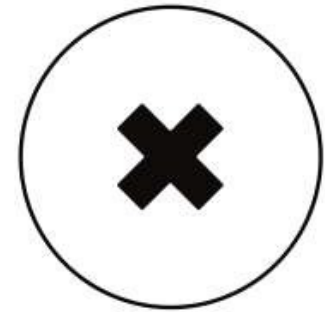
Consider approval of a resolution approving street closures for the annual Open Door Fall Fest event



Approve as presented



Approve with changes



Deny

Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON STREET CLOSURES FOR AN ANNUAL EASTER PICNIC HOSTED BY OPEN DOOR CHURCH.

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, under Chapter 70 of the Code of Ordinances, Open Door Church must be approved by the Burleson City Council due to the proposed closing or impacting a public street; and

WHEREAS, the parade organizer, Open Door Church, requests certain streets in the city limits be closed at certain times for the Open Door Annual Easter Picnic; and

WHEREAS, after reviewing the matter, the City Council desires to approve the closure of certain streets as set forth in the resolution.

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

Section 1.

The City Manager or his appointee(s) is authorized to provide approval of necessary street closures for the Open Door Fall Fest as set forth in Exhibit A.

Section 2.

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

RESOLUTION

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A:

Street Closures

The closure time may be as early as 10:00 a.m. on April 19, 2025 and are projected to be completed by 3:00 p.m.

- Rigney Way
- Clark St.



City Council Regular Meeting

DEPARTMENT: Development Services

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

MEETING: April 7, 2025

SUBJECT:

Consider and take possible action on a request for a 15-foot permanent public drainage easement to the City of Burleson associated with Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd. (*Staff Contact: Michelle McCullough, Deputy Director/City Engineer*)

SUMMARY:

The Hidden Vista Medical Office Building developer, It's Right Here, LLC, proposes two commercial lots totaling approximately 4.05 acres and is currently undergoing the platting and site plan review process. The drainage design includes the extension of a storm sewer pipe from an existing culvert under Hidden Vista Blvd. through the proposed development. To prevent water accumulation near the trail, the developer proposes constructing a headwall to direct the flow into the parkland and installing a culvert beneath the trail to allow for effective drainage. The Director of Parks and Recreation has reviewed the plan and has no objections to the request. Maintenance of the public storm sewer will be the city's responsibility.

RECOMMENDATION:

Approve a 15-foot permanent public drainage easement to the City of Burleson associated with Hidden Vista Medical Office Building commercial development located on Hidden Vista Blvd.

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

None

REFERENCE:

None

FISCAL IMPACT:

None

STAFF CONTACT:

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

mmccullough@burlesontx.com
817-426-9616

Hidden Vista Medical Office Building

Location:

- 4.05 acres
- Located north of the intersection of Hidden Vista Blvd. and Big Horn Dr.

Applicant:

Baird, Hampton and Brown, Inc.

Property Owner:

It's Right Here, LLC



Hidden Vista Medical Office Buildings

Company Name:

3 Medical Office Buildings

Property Information:

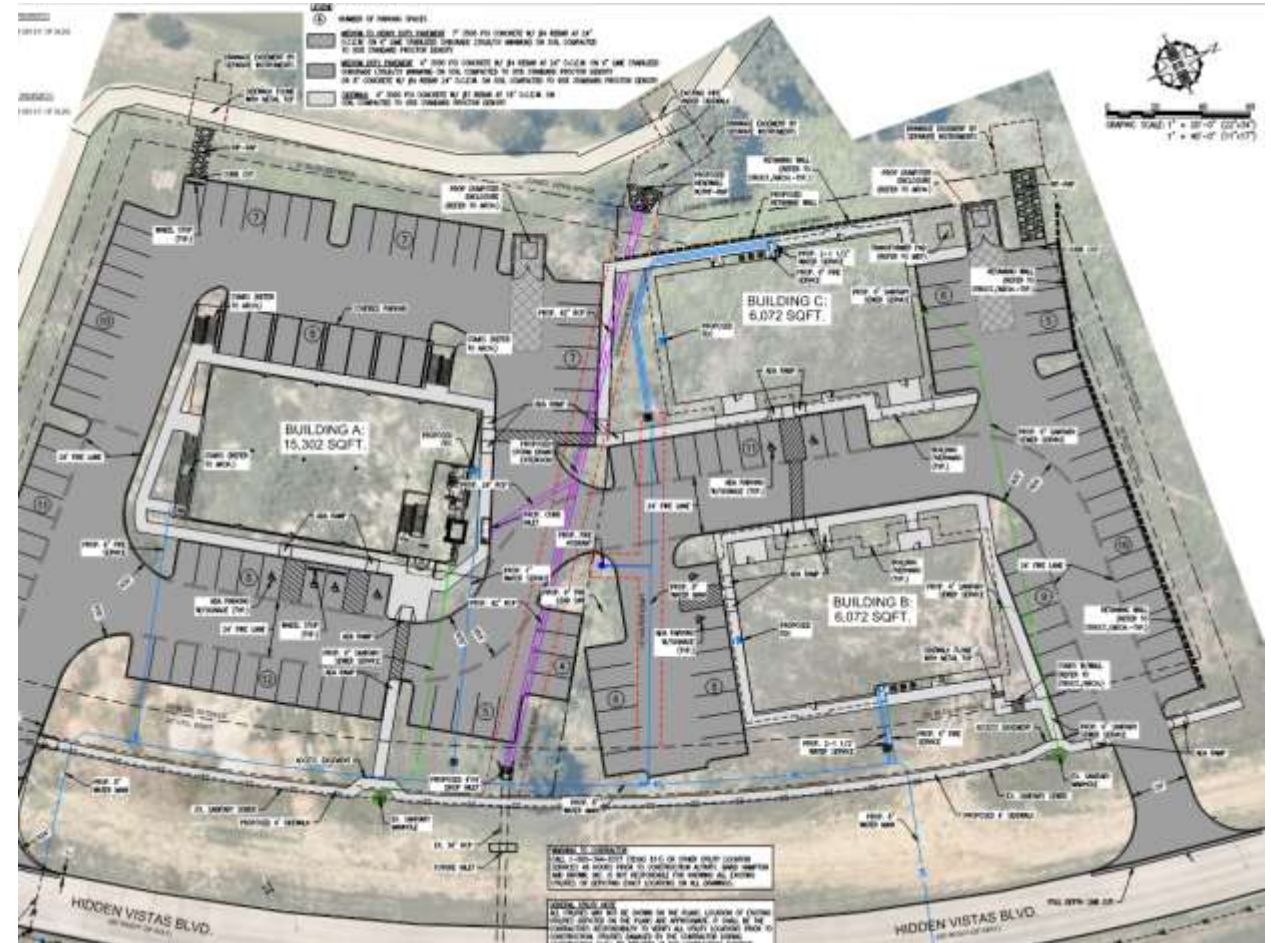
Current Zoning – PD

Site Plan Summary:

Building A– 15,302 Sq. Ft

Building B – 6,072 Sq. Ft

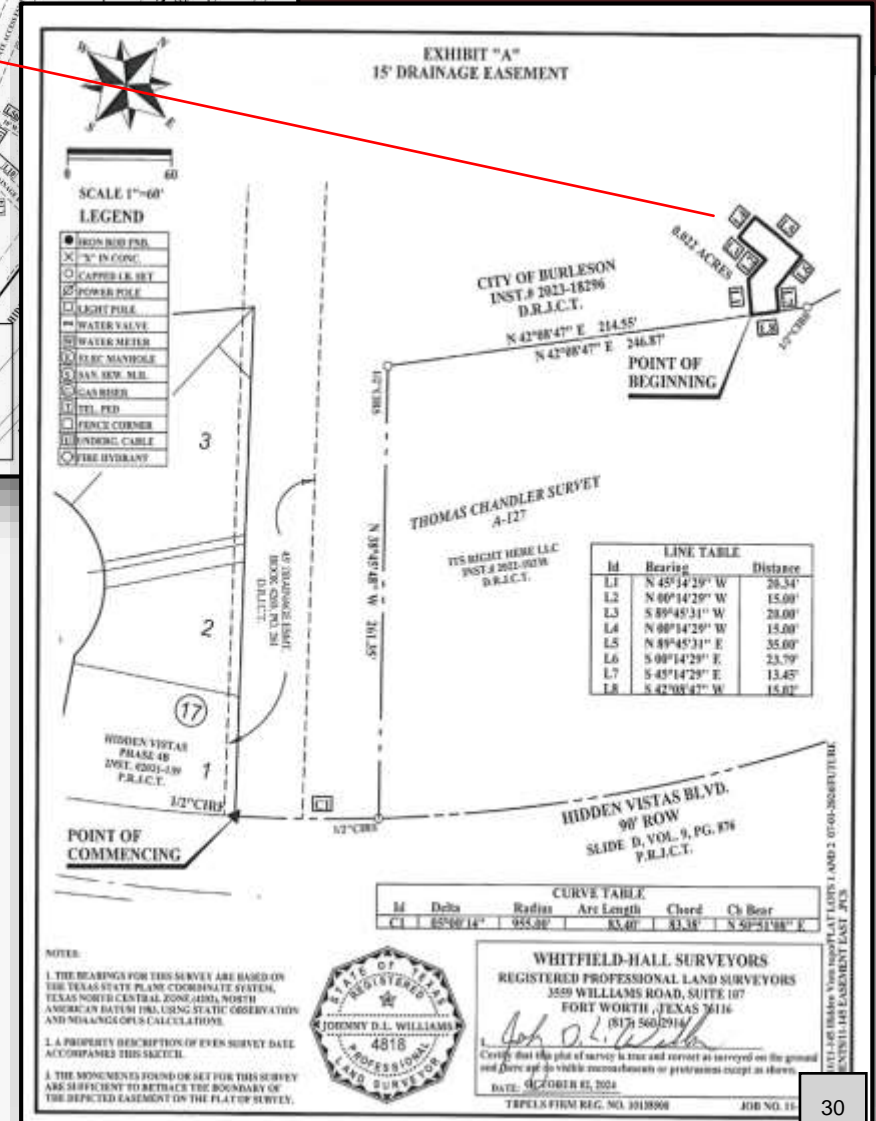
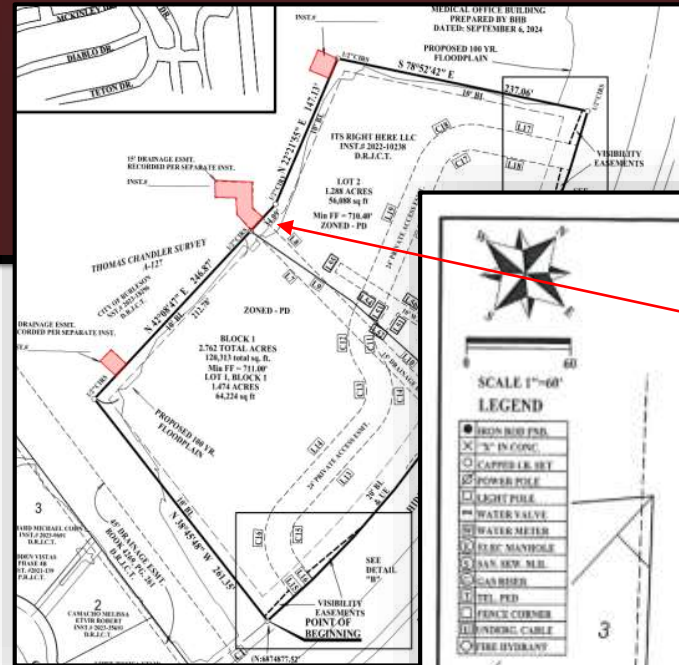
Building C – 6,072 Sq. Ft



Drainage Easements

Easements Requested on Public Parkland

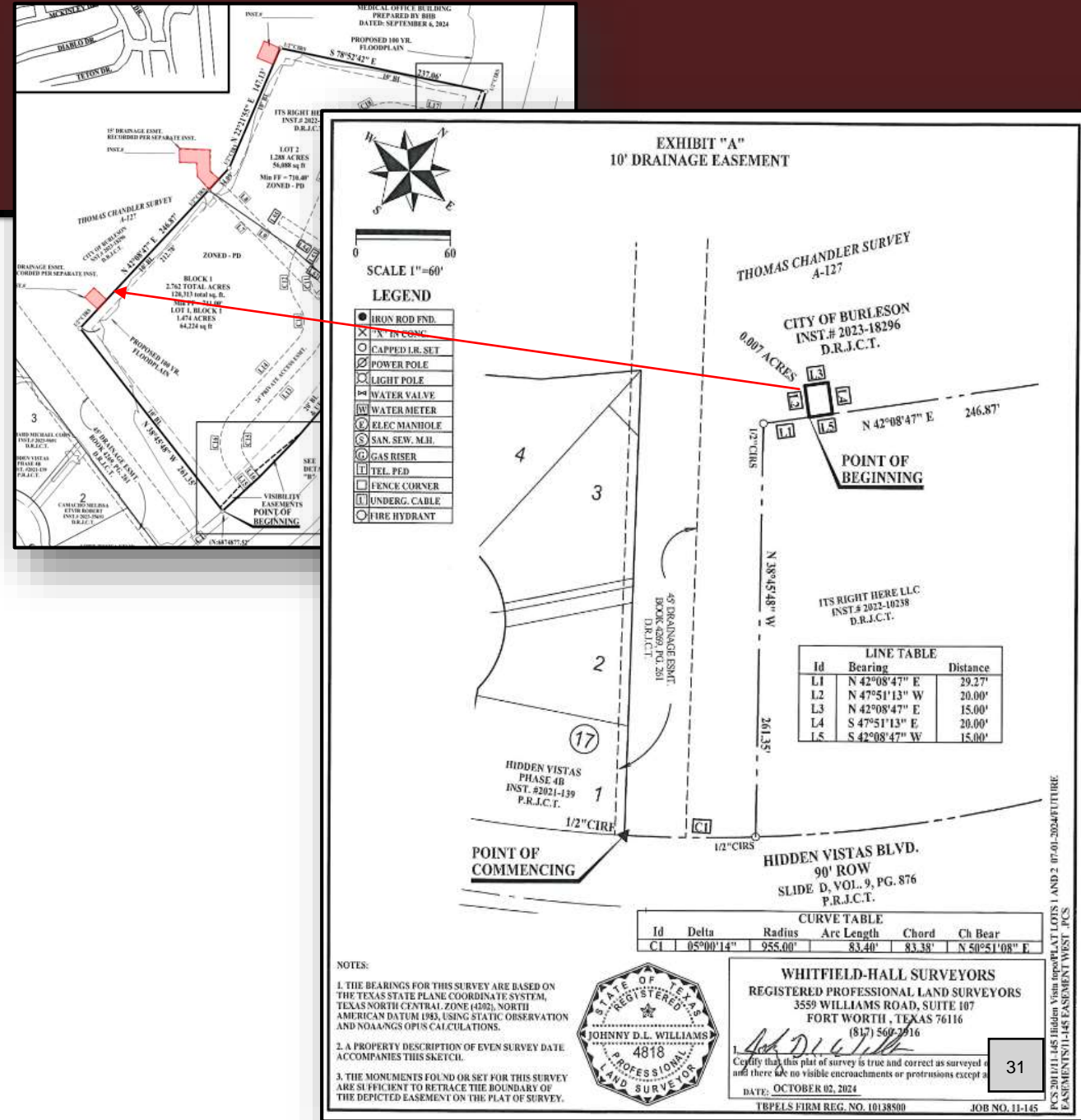
1. A 15' permanent **public** drainage easement to convey drainage from Hidden Vista Blvd. to the pond
2. 10' **private** drainage easement to be maintained by It's Right Here, LLC
3. 20' **private** drainage easement to be maintained by It's Right Here, LLC



Drainage Easements

Easements Requested on Public Parkland

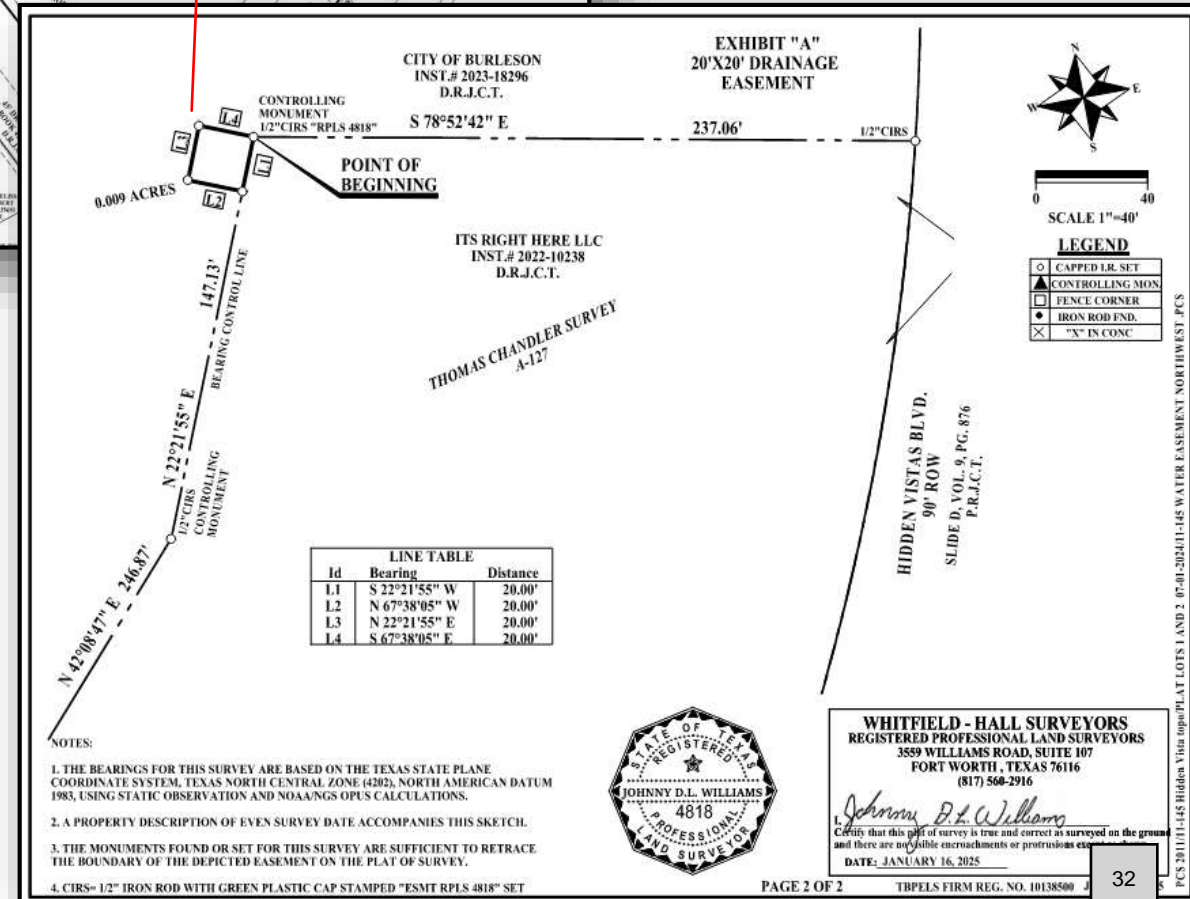
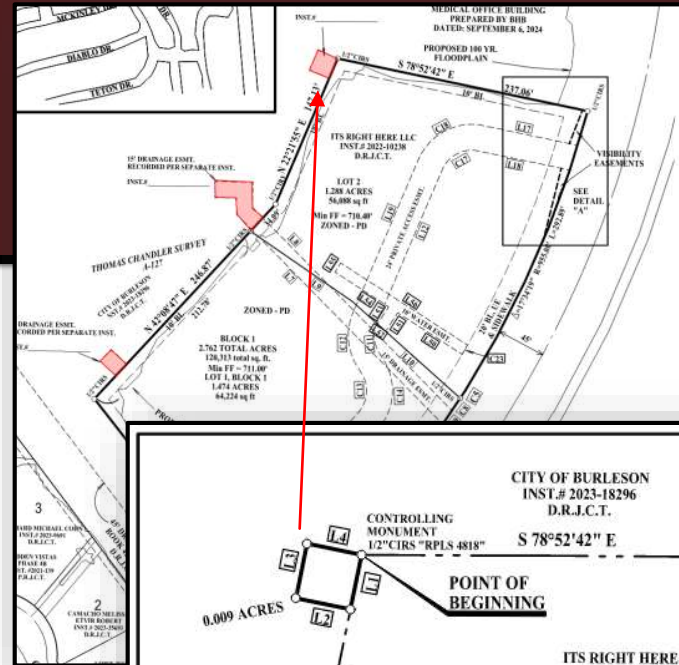
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2. 10' **private** drainage easement to be maintained by It's Right Here, LLC
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Drainage Easements

Easements Requested on Public Parkland

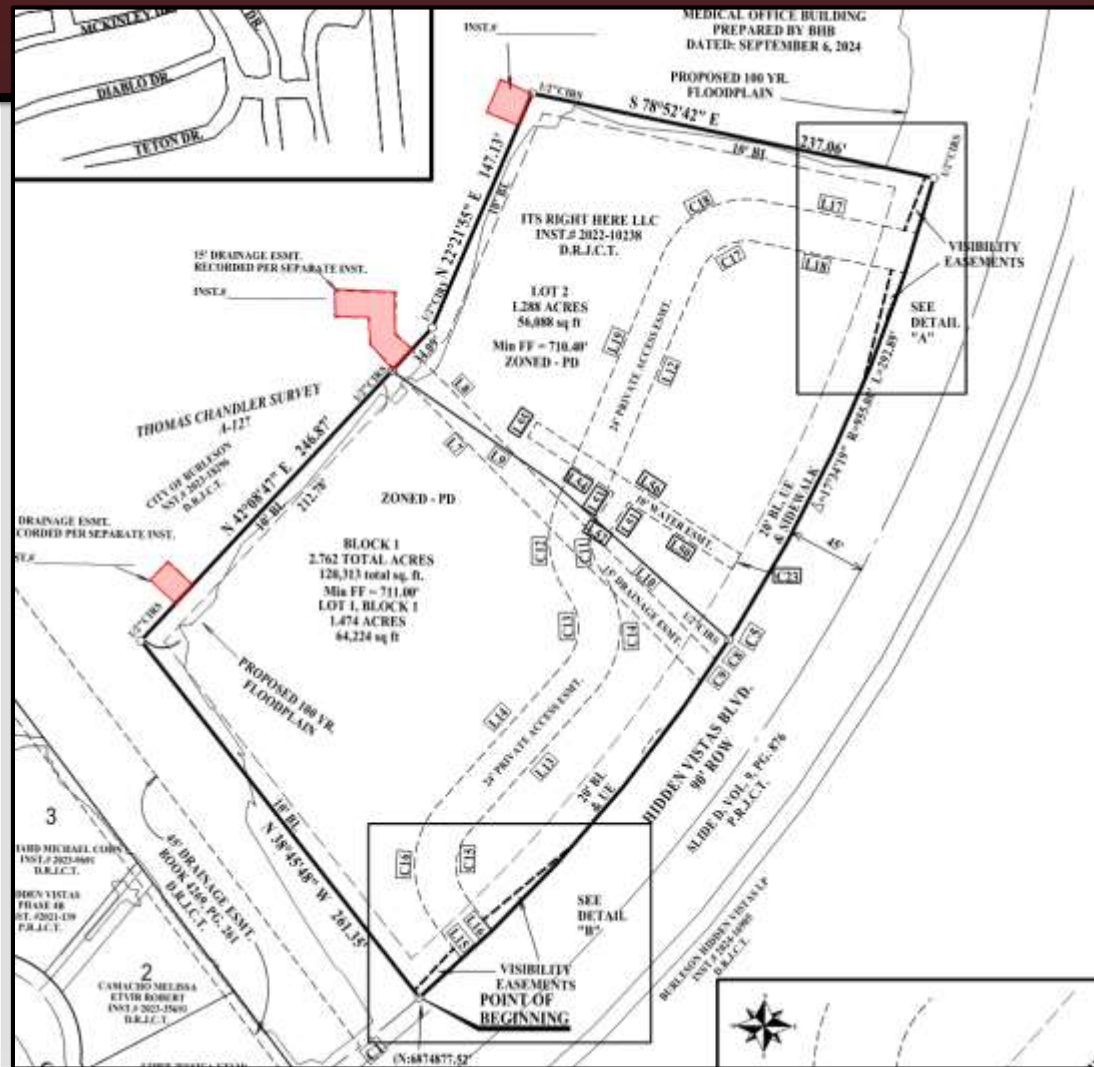
1. A 15' permanent **public** drainage easement to convey drainage from Hidden Vista Blvd. to the pond
2. 10' **private** drainage easement to be maintained by It's Right Here, LLC
3. 20' **private** drainage easement to be maintained by It's Right Here, LLC



Action Requested

The Actions Requested is to approve the following easements on park property -

1. 15-foot permanent public drainage easement
2. 10-foot permanent private drainage easement
3. 20-foot permanent private drainage easement



Questions / Comments

Staff Contact

Michelle McCullough
Development Services Deputy Director/City Engineer
817-426-9616
mmccullough@burlesontx.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF BURLESON, TEXAS
PERMANENT DRAINAGE EASEMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF JOHNSON §**

That, **The City of Burleson**, of the County of **Johnson**, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the City of Burleson, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for the purpose of installing, constructing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating drainage facilities, and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Tarrant County Texas, recorded in Johnson County described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now be found upon said permanent easement together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said drainage system and appurtenances; the right to remove all trees within the permanent easement; the right to prevent possible interference with the operation of said drainage system and to remove possible hazard thereto; and the right to prevent the construction within the easement of any building, structure or other obstruction, including the planting of trees, which may endanger or interfere with the efficiency, safety and convenient operation of said drainage system and its appurtenances.

The permanent easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

Name and Title

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the
State of Texas

My Commission Expires:

Type or Print Notary's Name

EXHIBIT "A"
15' DRAINAGE EASEMENT

BEING a 0.022 acre tract of land in the Thomas Chandler Survey, Abstract Number 127, situated in the City of Burleson, Johnson County, Texas, and being a portion of that certain tract of land described in deed to the City of Burleson, recorded in Instrument Number 2023-18296, Deed Records, Johnson County, Texas. The bearings for this survey are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202), North American Datum 1983, using static observation and NOAA/OPUS calculations. Said 0.022 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found for a controlling monument at the southeast corner of that certain tract of land described as Lot 1, Block 17, Hidden Vistas, Phase 4B, an addition to the City of Burleson, Johnson County, Texas, recorded in Instrument Number 2021-139, Plat Records, Johnson County, Texas and in the northerly right of way line of Hidden Vistas Boulevard, a 90' right of way, recorded in Slide D, Volume 9, Page 876, Plat Records, Johnson County, Texas, and the most southerly southeast corner of said City of Burleson tract, said point being the beginning of a curve, concave to the northwest, having a radius of 955.00 Feet, a central angle of 05°00'14", and a chord of 83.38 Feet bearing North 50°51'08" East;

THENCE northeasterly along a south line of said City of Burleson tract and said northerly right of way line and said curve, a distance of 83.40 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the southwest corner of that certain tract of land described in deed to Its Right Here, LLC, recorded in Instrument Number 2022-10238, Deed Records, Johnson County, Texas;

THENCE North 38°45'48" West, departing said northerly right of way line and continuing along a south line of said City of Burleson tract and the southwest line of said Its Right Here, LLC tract, a distance of 261.35 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the northwest corner of said Its Right Here, LLC tract;

THENCE North 42°08'47" East, departing said southwest line and along a northwest line of said Its Right Here, LLC tract, a distance of 214.55 Feet to the **POINT OF BEGINNING**;

THENCE departing said northwest line and continuing over and across said City of Burleson tract, the following courses and distances;

North 45°14'29" West, a distance of 20.34 Feet;

North 00°14'29" West, a distance of 15.00 Feet;

South 89°45'31" West, a distance of 20.00 Feet;

North 00°14'29" West, a distance of 15.00 Feet;

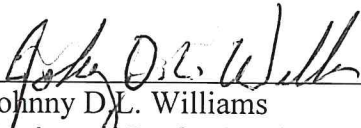
North 89°45'31" East, a distance of 35.00 Feet;

South 00°14'29" East, a distance of 23.79 Feet;

South 45°14'29" East, a distance of 13.45 Feet to the said northwest line of Its Right Here, LLC tract;

THENCE South 42°08'47" West, along said northwest line, a distance of 15.02 Feet to the **POINT OF BEGINNING** and containing a computed area of 0.022 Acres, more or less.

Compiled from field ties and record data on October 2, 2024 by Whitfield-Hall Surveyors. A survey exhibit of even survey date accompanies this description.



Johnny D.L. Williams
Registered Professional Land Surveyor
Texas Registration No. 4818
TBPELS Firm Reg. No. 10138500



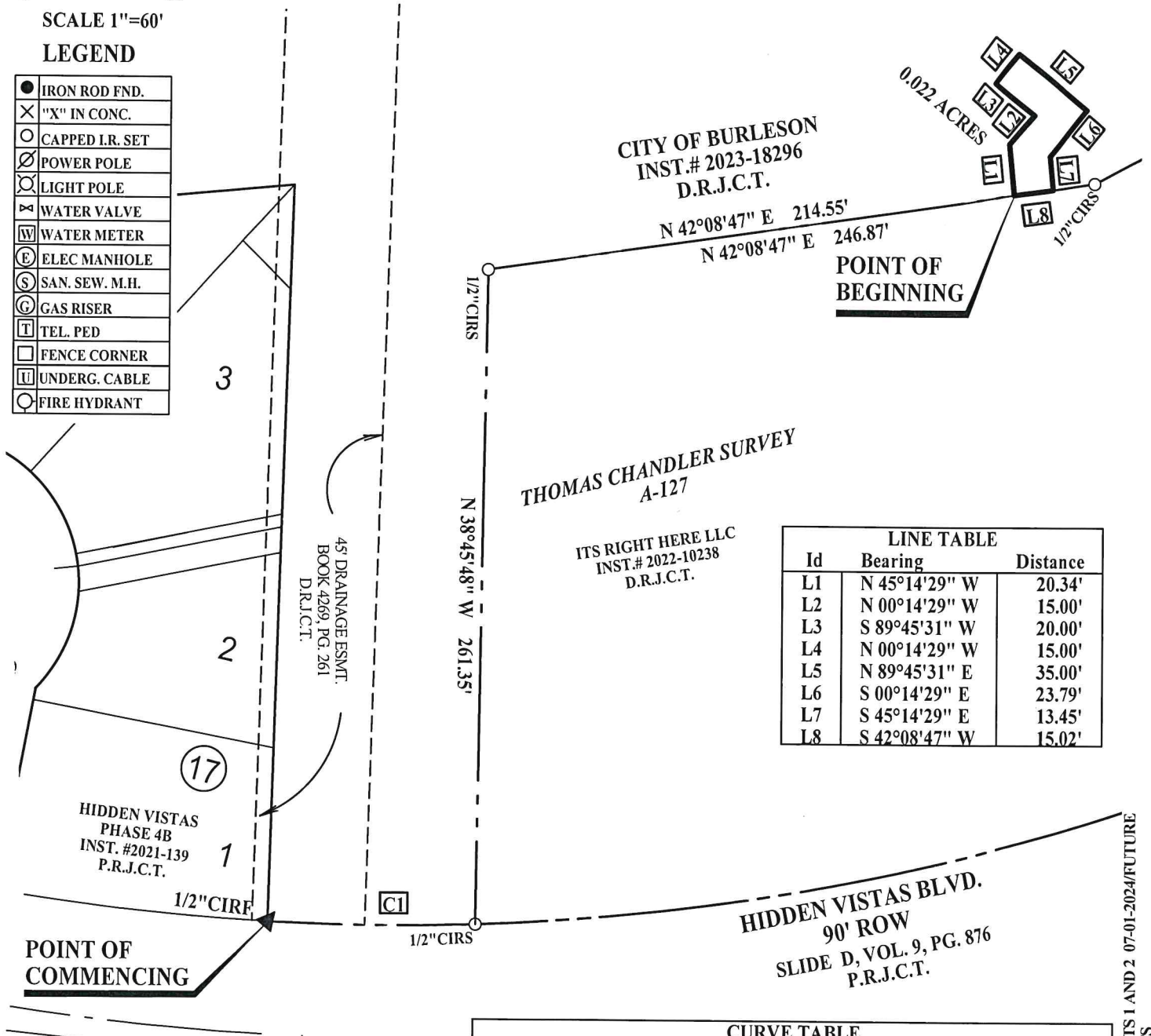
EXHIBIT "A"
15' DRAINAGE EASEMENT



SCALE 1"=60'

LEGEND

●	IRON ROD FND.
×	"X" IN CONC.
○	CAPPED I.R. SET
⊗	POWER POLE
⊙	LIGHT POLE
⊕	WATER VALVE
⊖	WATER METER
⊕	ELEC MANHOLE
⊖	SAN. SEW. M.H.
⊕	GAS RISER
⊖	TEL. PED
□	FENCE CORNER
⊖	UNDERG. CABLE
○	FIRE HYDRANT



CITY OF BURLESON
INST.# 2023-18296
D.R.J.C.T.

N 42°08'47" E 214.55'
N 42°08'47" E 246.87'

POINT OF BEGINNING

THOMAS CHANDLER SURVEY
A-127

ITS RIGHT HERE LLC
INST.# 2022-10238
D.R.J.C.T.

Id	Bearing	Distance
L1	N 45°14'29" W	20.34'
L2	N 00°14'29" W	15.00'
L3	S 89°45'31" W	20.00'
L4	N 00°14'29" W	15.00'
L5	N 89°45'31" E	35.00'
L6	S 00°14'29" E	23.79'
L7	S 45°14'29" E	13.45'
L8	S 42°08'47" W	15.02'

Id	Delta	Radius	Arc Length	Chord	Ch Bear
C1	05°00'14"	955.00'	83.40'	83.38'	N 50°51'08" E

NOTES:

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983, USING STATIC OBSERVATION AND NOAA/NGS OPUS CALCULATIONS.
2. A PROPERTY DESCRIPTION OF EVEN SURVEY DATE ACCOMPANIES THIS SKETCH.
3. THE MONUMENTS FOUND OR SET FOR THIS SURVEY ARE SUFFICIENT TO RETRACE THE BOUNDARY OF THE DEPICTED EASEMENT ON THE PLAT OF SURVEY.



WHITFIELD-HALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
3559 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 560-2916

I, Johnny D.L. Williams
Certify that this plat of survey is true and correct as surveyed on the ground and there are no visible encroachments or protrusions except as shown.
DATE: OCTOBER 02, 2024

P 11-145 Hidden Vista topo/PLAT LOTS 1 AND 2 07-01-2024/FUTURE NTS/11-145 EASEMENT EAST .PCS

City Council Regular Meeting

DEPARTMENT: Development Services

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

MEETING: April 7, 2025

SUBJECT:

Consider and take possible action on a request for a 10-foot permanent private drainage easement to It's Right Here, LLC, associated with the Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd. (*Staff Contact: Michelle McCullough, Deputy Director/City Engineer*)

SUMMARY:

The Hidden Vista Medical Office Building developer, It's Right Here, LLC, proposes two commercial lots totaling approximately 4.05 acres and is currently undergoing the platting and site plan review process. The project's drainage plan proposes a flume with a steel plate that allows water to flow under the trail, eliminating the potential for algae growth across the trail. The Director of Parks and Recreation has reviewed the plan and has no objections to the request. It's Right Here, or its successor, shall maintain the rock rip rap on their property to ensure the drainage functions as designed and that it remains free of sediment and vegetation growth.

RECOMMENDATION:

Approve a 10-foot permanent private drainage easement to It's Right Here, LLC, associated with the Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd.

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

None

REFERENCE:

None

FISCAL IMPACT:

None

STAFF CONTACT:

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

Hidden Vista Medical Office Building

Location:

- 4.05 acres
- Located north of the intersection of Hidden Vista Blvd. and Big Horn Dr.

Applicant:

Baird, Hampton and Brown, Inc.

Property Owner:

It's Right Here, LLC



Hidden Vista Medical Office Buildings

Company Name:

3 Medical Office Buildings

Property Information:

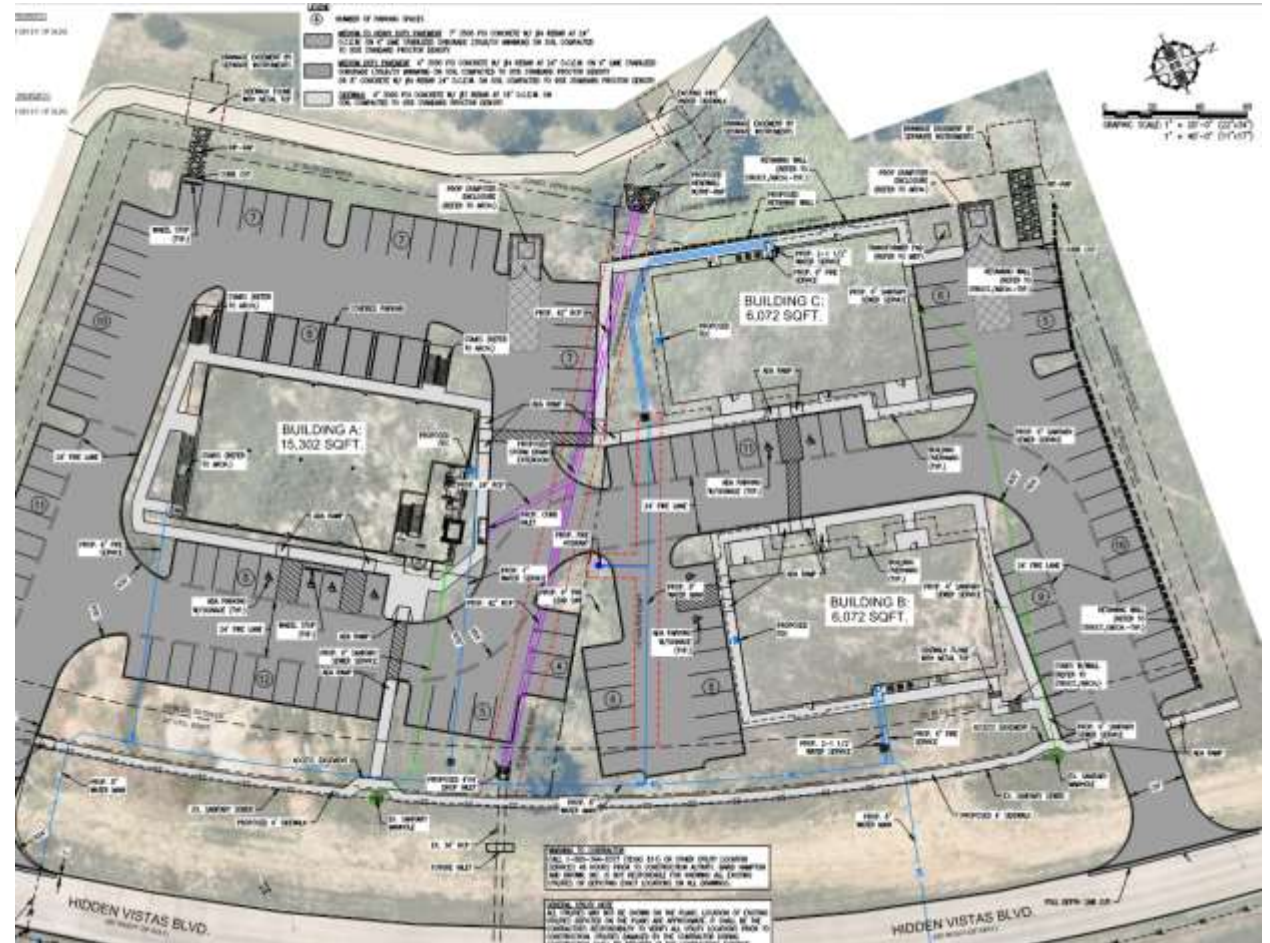
Current Zoning – PD

Site Plan Summary:

Building A– 15,302 Sq. Ft

Building B – 6,072 Sq. Ft

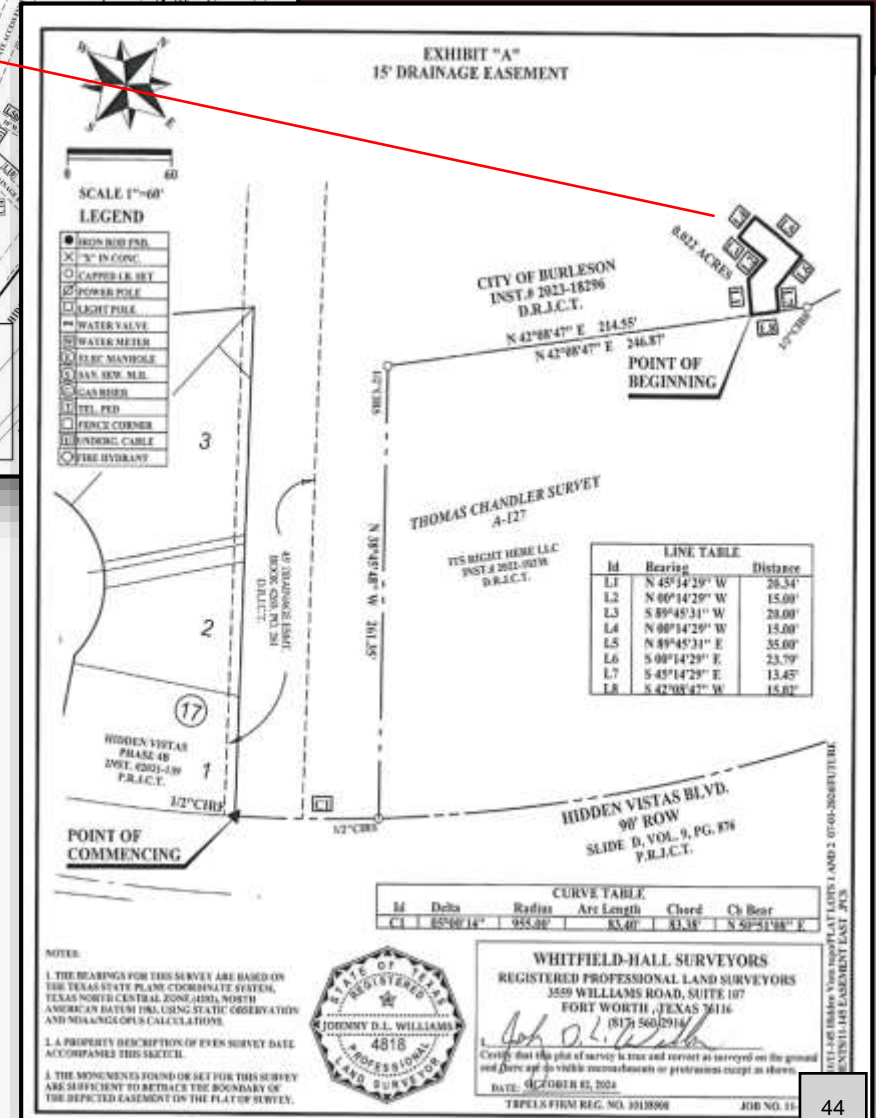
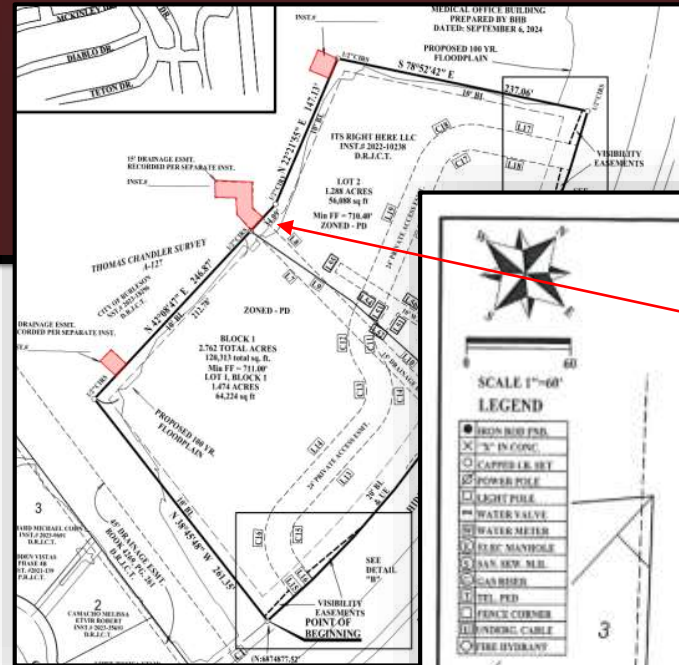
Building C – 6,072 Sq. Ft



Drainage Easements

Easements Requested on Public Parkland

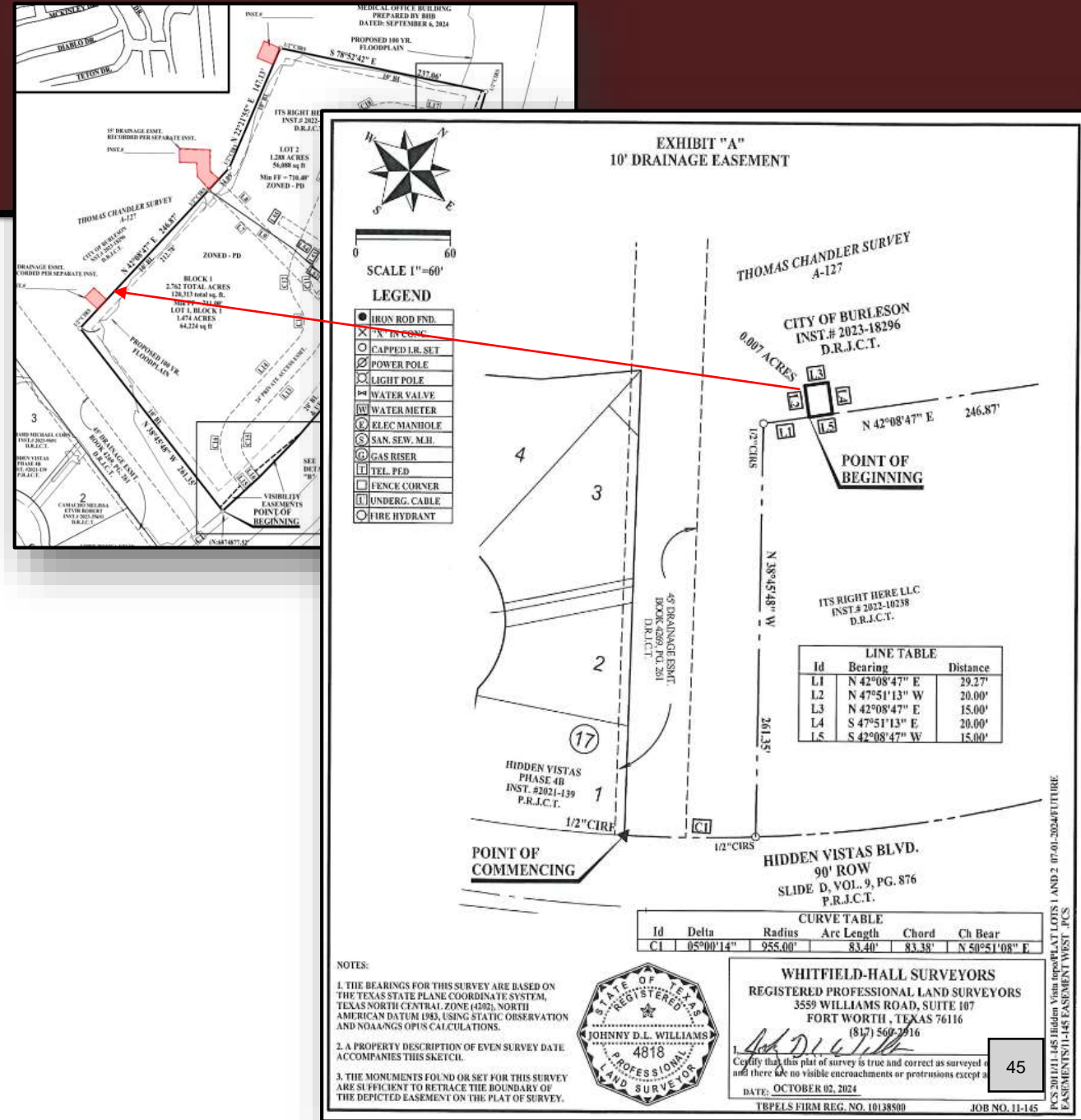
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Drainage Easements

Easements Requested on Public Parkland

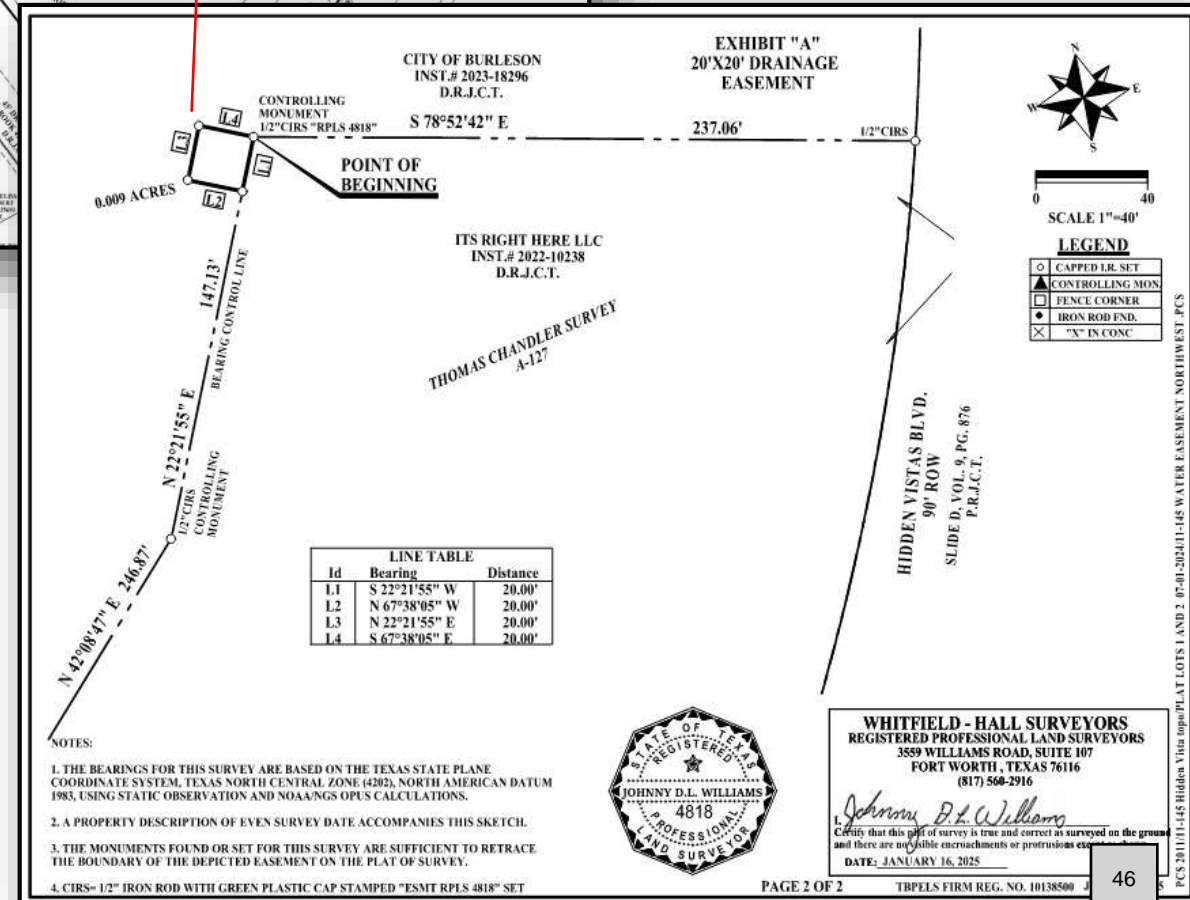
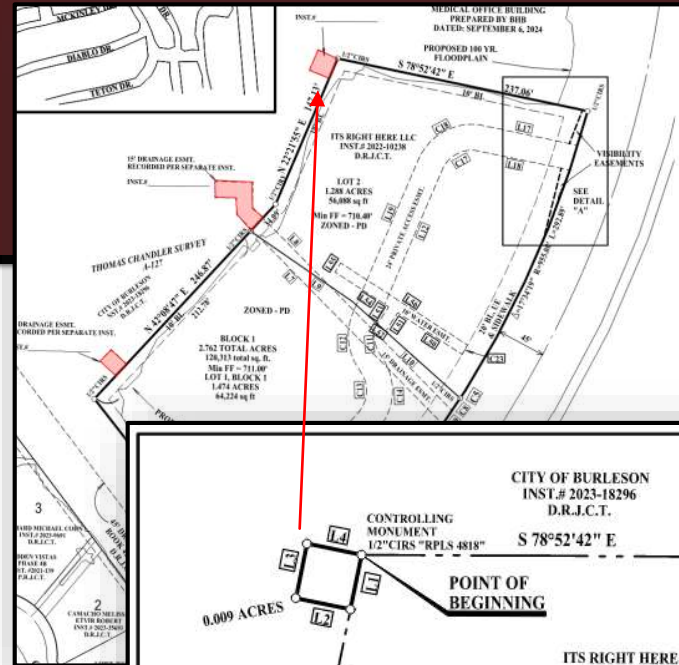
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Drainage Easements

Easements Requested on Public Parkland

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Questions / Comments

Staff Contact

Michelle McCullough
Development Services Deputy Director/City Engineer
817-426-9616
mmccullough@burlesontx.com

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**CITY OF BURLESON, TEXAS
PERMANENT PRIVATE DRAINAGE EASEMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF JOHNSON §**

That, **The City of Burleson**, of the County of **Johnson**, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the City of Burleson, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for drainage detention facilities and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Johnson County Texas, recorded in Johnson County described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, together with the right of ingress and egress as necessary.

The City of Burleson is not responsible for the design, construction, operation, maintenance, or use of the private drainage facilities, hereinafter referred to as "IMPROVEMENTS", to be developed and constructed by developer or successors. Developer will indemnify, defend and hold harmless the city of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorneys' fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the "IMPROVEMENTS," including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the "IMPROVEMENTS." All of the above shall be covenants running with the land. It is expressly contemplated that developer shall impose these covenants upon lots abutting, adjacent or served by the "improvements" the full obligation and responsibility of maintaining and operating said "improvements."

The permanent PRIVATE drainage easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the
State of Texas

My Commission Expires:

Type or Print Notary's Name

EXHIBIT "A"
10' DRAINAGE EASEMENT

BEING a 0.007 acre tract of land in the Thomas Chandler Survey, Abstract Number 127, situated in the City of Burleson, Johnson County, Texas, and being a portion of that certain tract of land described in deed to the City of Burleson, recorded in Instrument Number 2023-18296, Deed Records, Johnson County, Texas. The bearings for this survey are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202), North American Datum 1983, using static observation and NOAA/OPUS calculations. Said 0.007 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found for a controlling monument at the southeast corner of that certain tract of land described as Lot 1, Block 17, Hidden Vistas, Phase 4B, an addition to the City of Burleson, Johnson County, Texas, recorded in Instrument Number 2021-139, Plat Records, Johnson County, Texas and in the northerly right of way line of Hidden Vistas Boulevard, a 90' right of way, recorded in Slide D, Volume 9, Page 876, Plat Records, Johnson County, Texas, and the most southerly southeast corner of said City of Burleson tract, said point being the beginning of a curve, concave to the northwest, having a radius of 955.00 Feet, a central angle of 05°00'14", and a chord of 83.38 Feet bearing North 50°51'08" East;

THENCE northeasterly along a south line of said City of Burleson tract and said northerly right of way line and said curve, a distance of 83.40 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the southwest corner of that certain tract of land described in deed to Its Right Here, LLC, recorded in Instrument Number 2022-10238, Deed Records, Johnson County, Texas;

THENCE North 38°45'48" West, departing said northerly right of way line and continuing along a south line of said City of Burleson tract and the southwest line of said Its Right Here, LLC tract, a distance of 261.35 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the northwest corner of said Its Right Here, LLC tract;

THENCE North 42°08'47" East, departing said southwest line and along said northwest line of Its Right Here, LLC tract, a distance of 29.27 Feet to the **POINT OF BEGINNING**;

THENCE departing said northwest line and continuing over and across said City of Burleson tract, the following courses and distances;

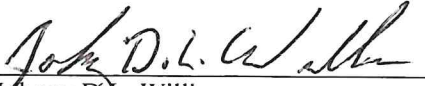
North 47°51'13" West, a distance of 20.00 Feet;

North 42°08'47" East, a distance of 15.00 Feet;

South 47°51'13" East, a distance of 20.00 Feet to the said northwest line of Its Right Here, LLC tract;

THENCE South 42°08'47" West, along said northwest line, a distance of 15.00 Feet to the **POINT OF BEGINNING** and containing a computed area of 0.007 Acres, more or less.

Compiled from field ties and record data on October 2, 2024 by Whitfield-Hall Surveyors. A survey exhibit of even survey date accompanies this description.



Johnny D.L. Williams
Registered Professional Land Surveyor
Texas Registration No. 4818
TBPELS Firm Reg. No. 10138500



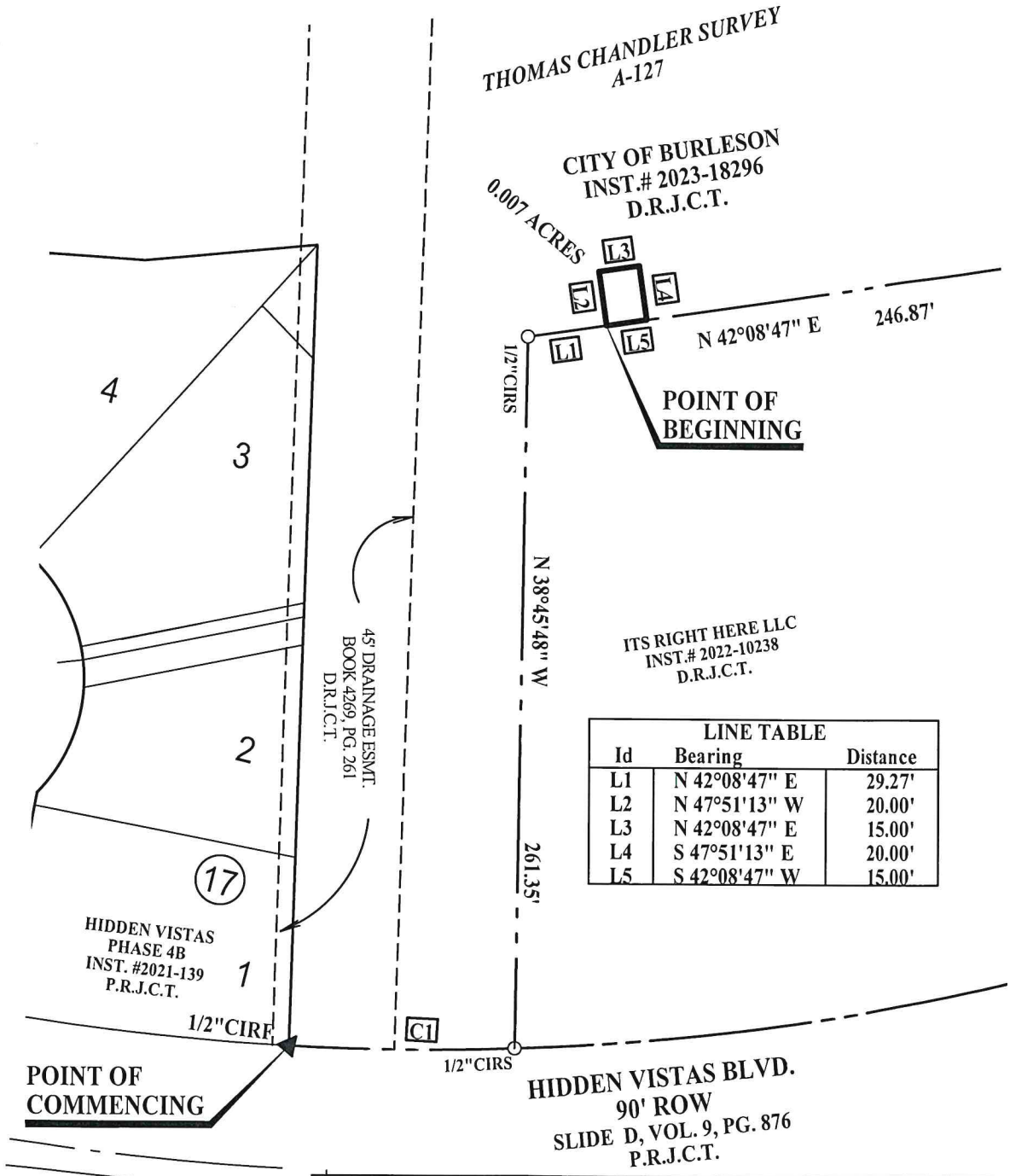
EXHIBIT "A"
10' DRAINAGE EASEMENT



SCALE 1"=60'

LEGEND

●	IRON ROD FND.
×	"X" IN CONC.
○	CAPPED I.R. SET
⊗	POWER POLE
⊙	LIGHT POLE
⊕	WATER VALVE
⊖	WATER METER
⊗	ELEC MANHOLE
⊙	SAN. SEW. M.H.
⊕	GAS RISER
⊖	TEL. PED
□	FENCE CORNER
⊔	UNDERG. CABLE
⊕	FIRE HYDRANT



LINE TABLE		
Id	Bearing	Distance
L1	N 42°08'47" E	29.27'
L2	N 47°51'13" W	20.00'
L3	N 42°08'47" E	15.00'
L4	S 47°51'13" E	20.00'
L5	S 42°08'47" W	15.00'

CURVE TABLE					
Id	Delta	Radius	Arc Length	Chord	Ch Bear
CI	05°00'14"	955.00'	83.40'	83.38'	N 50°51'08" E

- NOTES:
1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983, USING STATIC OBSERVATION AND NOAA/NGS OPUS CALCULATIONS.
 2. A PROPERTY DESCRIPTION OF EVEN SURVEY DATE ACCOMPANIES THIS SKETCH.
 3. THE MONUMENTS FOUND OR SET FOR THIS SURVEY ARE SUFFICIENT TO RETRACE THE BOUNDARY OF THE DEPICTED EASEMENT ON THE PLAT OF SURVEY.



WHITFIELD-HALL SURVEYORS
 REGISTERED PROFESSIONAL LAND SURVEYORS
 3559 WILLIAMS ROAD, SUITE 107
 FORT WORTH, TEXAS 76116
 (817) 560-2916

I, Johnny D.L. Williams
 Certify that this plat of survey is true and correct as surveyed on the ground and there are no visible encroachments or protrusions except as shown.

DATE: OCTOBER 02, 2024

PC 11-145 Hidden Vista topo/PLAT LOTS 1 AND 2 07-01-2024/FUTURE
 EA NTS/11-145 EASEMENT WEST .PCS

City Council Regular Meeting

DEPARTMENT: Development Services

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

MEETING: April 7, 2025

SUBJECT:

Consider and take possible action on a request for a 20-foot permanent private drainage easement to It's Right Here, LLC, associated with the Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd. (*Staff Contact: Michelle McCullough, Deputy Director/City Engineer*)

SUMMARY:

The Hidden Vista Medical Office Building developer, It's Right Here, LLC, proposes two commercial lots totaling approximately 4.05 acres and is currently undergoing the platting and site plan review process. The project's drainage plan proposes a flume with a steel plate that allows water to flow under the trail, eliminating the potential for algae growth across the trail. The Director of Parks and Recreation has reviewed the plan and has no objections to the request. Maintenance of the easement, including the rock rip rap, shall be the responsibility of It's Right Here, LLC, or its successor.

RECOMMENDATION:

Approve a 20-foot permanent private drainage easement to It's Right Here, LLC, associated with the Hidden Vista Medical Office Building Commercial development located on Hidden Vista Blvd.

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

None

REFERENCE:

None

FISCAL IMPACT:

None

STAFF CONTACT:

Michelle McCullough, P.E., CFM
City Engineer
mmccullough@burlesontx.com

817-426-9616

Hidden Vista Medical Office Building

Location:

- 4.05 acres
- Located north of the intersection of Hidden Vista Blvd. and Big Horn Dr.

Applicant:

Baird, Hampton and Brown, Inc.

Property Owner:

It's Right Here, LLC



Hidden Vista Medical Office Buildings

Company Name:

3 Medical Office Buildings

Property Information:

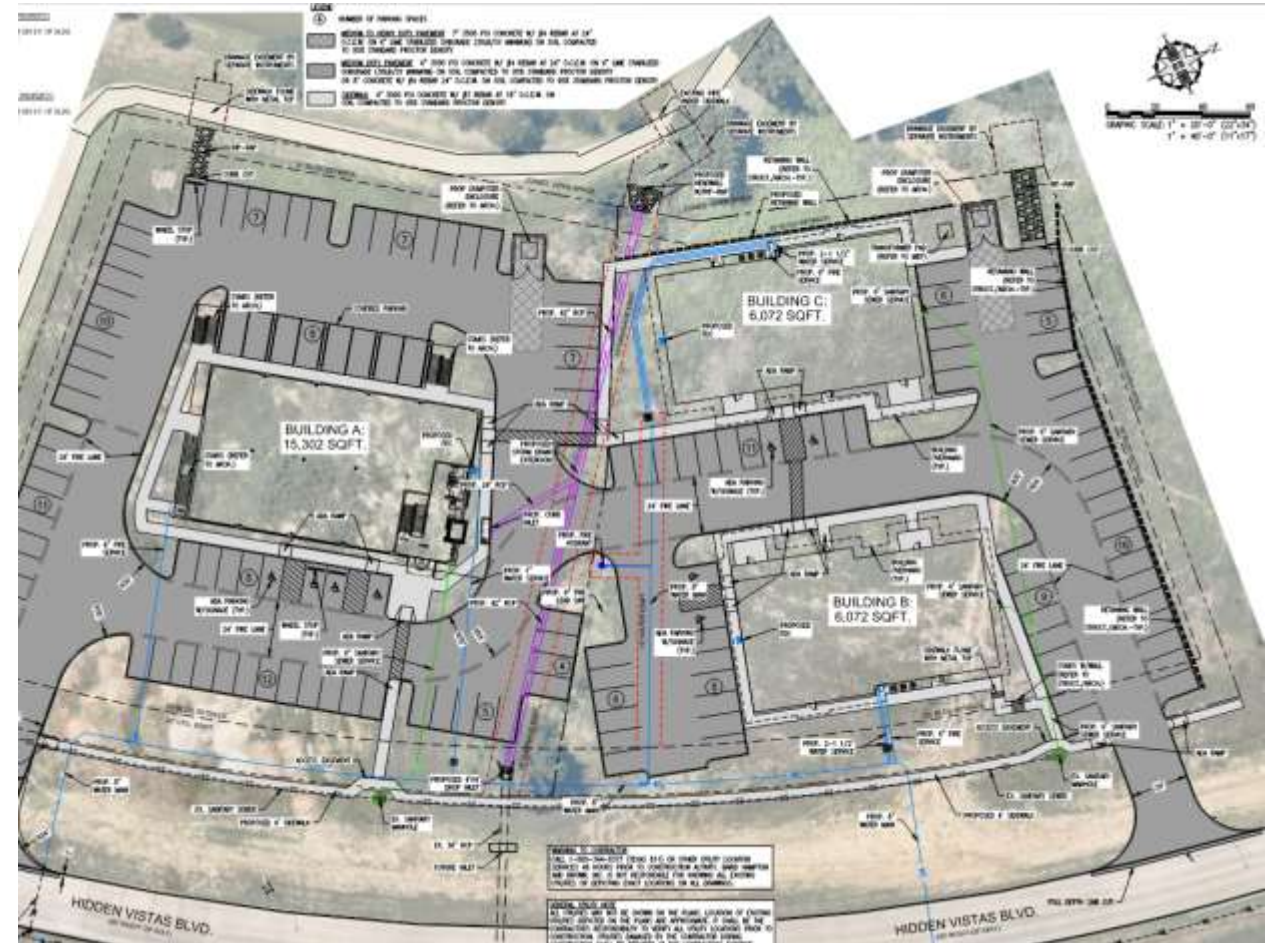
Current Zoning – PD

Site Plan Summary:

Building A– 15,302 Sq. Ft

Building B – 6,072 Sq. Ft

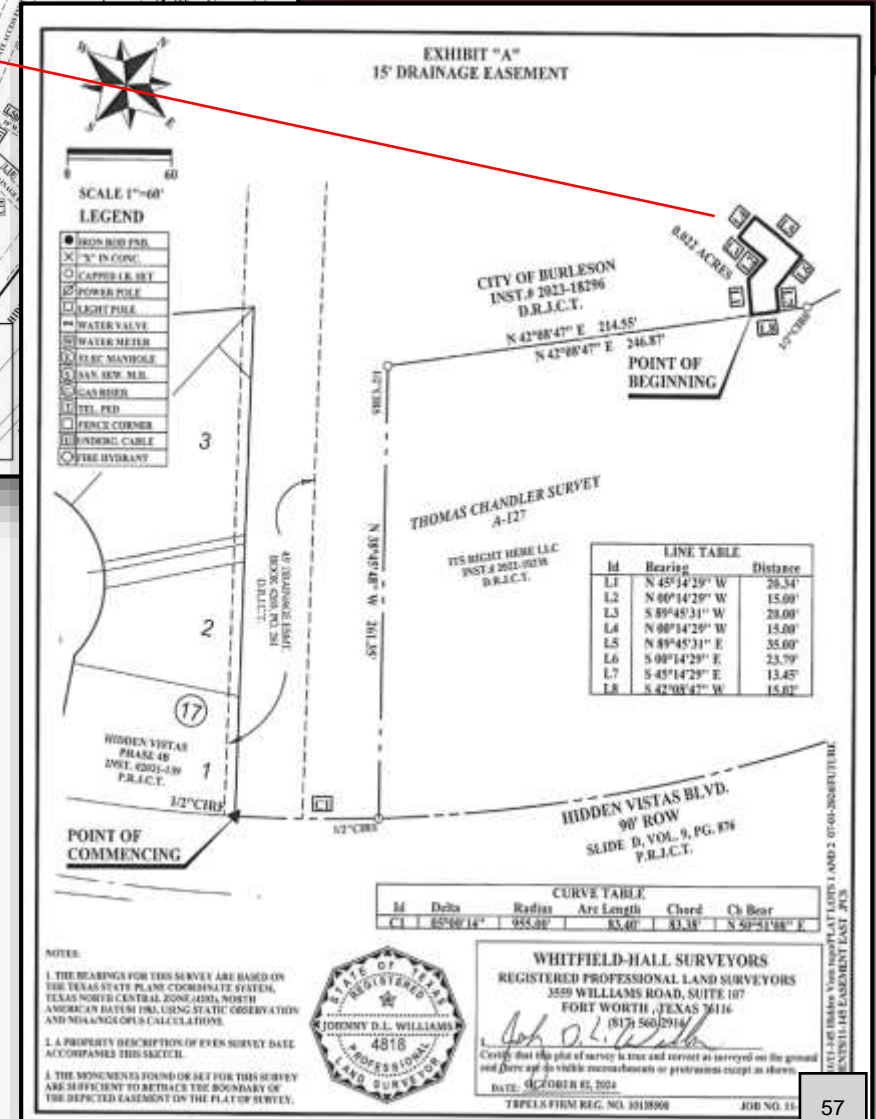
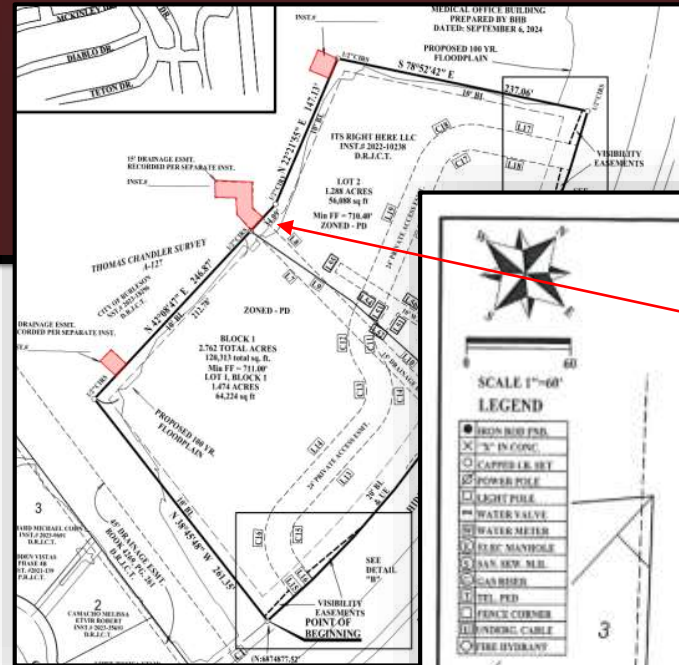
Building C – 6,072 Sq. Ft



Drainage Easements

Easements Requested on Public Parkland

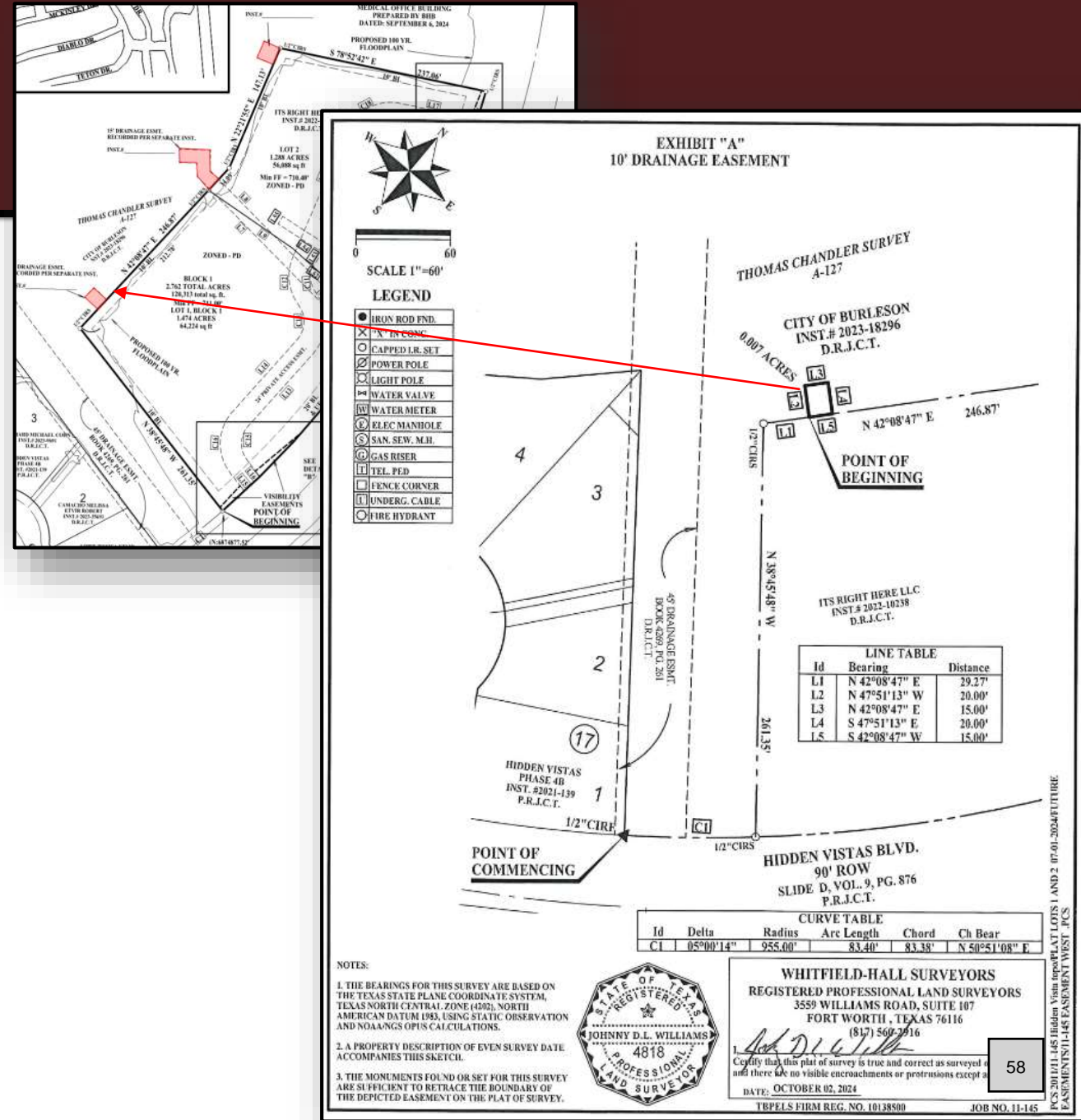
1. A 15' permanent **public** drainage easement to convey drainage from Hidden Vista Blvd. to the pond
2. 10' **private** drainage easement to be maintained by It's Right Here, LLC
3. 20' **private** drainage easement to be maintained by It's Right Here, LLC



Drainage Easements

Easements Requested on Public Parkland

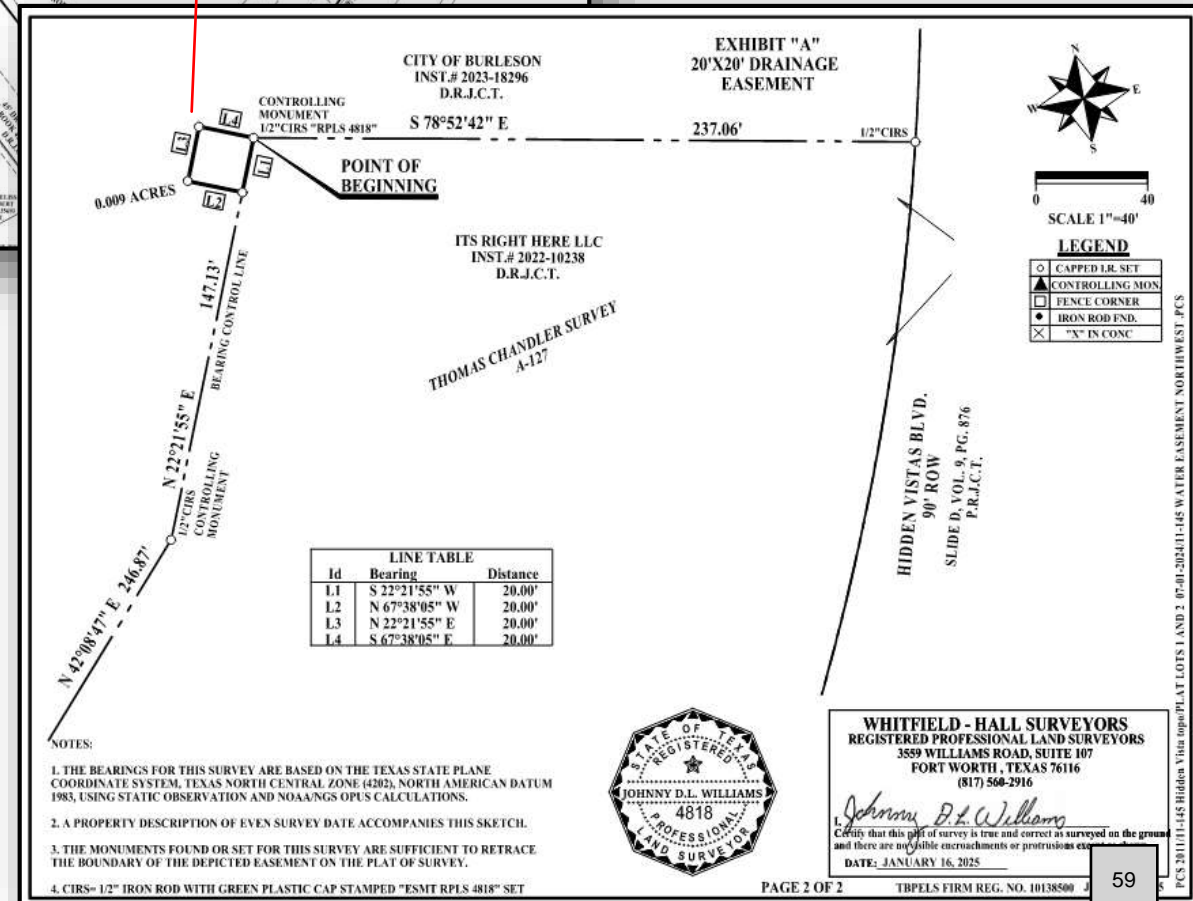
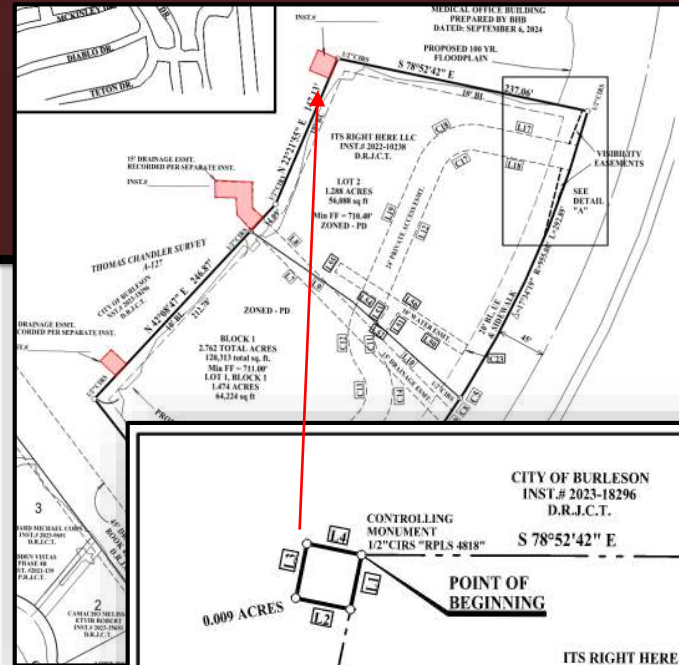
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Drainage Easements

Easements Requested on Public Parkland

1. A 15' permanent **public** drainage easement to convey drainage from Hidden Vista Blvd. to the pond
2. 10' **private** drainage easement to be maintained by It's Right Here, LLC
3. 20' **private** drainage easement to be maintained by It's Right Here, LLC



Questions / Comments

Staff Contact

Michelle McCullough
Development Services Deputy Director/City Engineer
817-426-9616
mmccullough@burlesontx.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF BURLESON, TEXAS
PERMANENT PRIVATE DRAINAGE EASEMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF JOHNSON §**

That, **The City of Burleson**, of the County of **Johnson**, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the City of Burleson, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for drainage detention facilities and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Johnson County Texas, recorded in Johnson County described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, together with the right of ingress and egress as necessary.

The City of Burleson is not responsible for the design, construction, operation, maintenance, or use of the private drainage facilities, hereinafter referred to as "IMPROVEMENTS", to be developed and constructed by developer or successors. Developer will indemnify, defend and hold harmless the city of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorneys' fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the "IMPROVEMENTS," including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the "IMPROVEMENTS." All of the above shall be covenants running with the land. It is expressly contemplated that developer shall impose these covenants upon lots abutting, adjacent or served by the "improvements" the full obligation and responsibility of maintaining and operating said "improvements."

The permanent PRIVATE drainage easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the
State of Texas

My Commission Expires:

Type or Print Notary's Name

EXHIBIT "A"
20' X 20' DRAINAGE EASEMENT

BEING a 0.009 acre tract of land in the Thomas Chandler Survey, Abstract Number 127, situated in the City of Burleson, Johnson County, Texas, and being a portion of that certain tract of land described in deed to the It's Right Here, LLC, recorded in Instrument Number 2022-10238, Deed Records, Johnson County, Texas. The bearings for this survey are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202), North American Datum 1983, using static observation and NOAA/OPUS calculations. Said 0.009 acre tract of land being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for a controlling monument at the most northerly northwest corner of said It's Right Here, LLC tract and an interior ell corner of that certain tract of land described in deed to The City of Burleson, recorded in Instrument number 2023-18296, Deed Records, Johnson County, Texas

THENCE South 22°21'55" West, along a common line of said It's Right Here, LLC tract and said City of Burleson tract, a distance of 20.00 Feet to a 1/2:" iron rod with green plastic cap stamped "ESMT RPLS 4818" set;

THENCE departing said common line and continuing over and across said City of Burleson tract, the following courses and distances;

North 67°38'05" West, a distance of 20.00 Feet to a 1/2" iron rod with green plastic cap stamped "ESMT RPLS 4818" set;

North 22°21'55" East, a distance of 20.00 Feet to a 1/2" iron rod with green plastic cap stamped "ESMT RPLS 4818" set;

South 67°38'05" East, a distance of 20.00 Feet to the **POINT OF BEGINNING** and containing a computed area of 0.009 Acres, more or less.

Compiled from field ties and record data on January 16, 2025 by Whitfield-Hall Surveyors. A survey exhibit of even survey date accompanies this description.

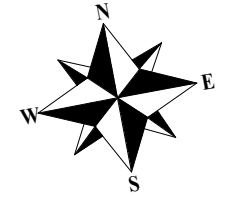
Johnny D.L. Williams

Johnny D.L. Williams
Registered Professional Land Surveyor
Texas Registration No. 4818
TBPELS Firm Reg. No. 10138500



CITY OF BURLESON
INST.# 2023-18296
D.R.J.C.T.

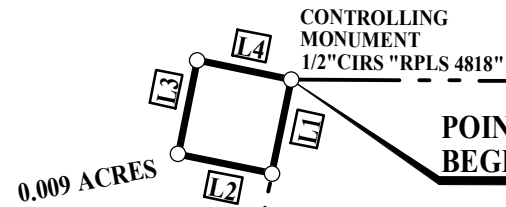
EXHIBIT "A"
20'X20' DRAINAGE
EASEMENT



SCALE 1"=40'

LEGEND

○	CAPPED I.R. SET
▲	CONTROLLING MON.
□	FENCE CORNER
●	IRON ROD FND.
×	"X" IN CONC



POINT OF BEGINNING

ITS RIGHT HERE LLC
INST.# 2022-10238
D.R.J.C.T.

THOMAS CHANDLER SURVEY
A-127

HIDDEN VISTAS BLVD.
90' ROW

SLIDE D, VOL. 9, PG. 876
P.R.J.C.T.

LINE TABLE		
Id	Bearing	Distance
L1	S 22°21'55" W	20.00'
L2	N 67°38'05" W	20.00'
L3	N 22°21'55" E	20.00'
L4	S 67°38'05" E	20.00'

N 42°08'47" E 246.87'

N 22°21'55" E
1/2" CIRS
CONTROLLING MONUMENT

147.13'
BEARING CONTROL LINE

S 78°52'42" E

237.06'

1/2" CIRS

NOTES:

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983, USING STATIC OBSERVATION AND NOAA/NGS OPUS CALCULATIONS.
2. A PROPERTY DESCRIPTION OF EVEN SURVEY DATE ACCOMPANIES THIS SKETCH.
3. THE MONUMENTS FOUND OR SET FOR THIS SURVEY ARE SUFFICIENT TO RETRACE THE BOUNDARY OF THE DEPICTED EASEMENT ON THE PLAT OF SURVEY.
4. CIRS= 1/2" IRON ROD WITH GREEN PLASTIC CAP STAMPED "ESMT RPLS 4818" SET



WHITFIELD - HALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
3559 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 560-2916

Johnny D.L. Williams
I, Johnny D.L. Williams
Certify that this plat of survey is true and correct as surveyed on the ground and there are no visible encroachments or protrusions except as shown.
DATE: JANUARY 16, 2025

11/11-145 Hidden Vista topo/PLAT LOTS 1 AND 2 07-01-2024/11-145 WATER EASEMENT NORTHWEST .PCS

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: April 7, 2025

SUBJECT:

Consider and take possible action to receive a donation from the Friends of Russell Farm for the project to convert the Russell Farm Garage into an Art Studio. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

The renovation of the Russell Farm Art Center Garage has been under consideration since 2022. The space spans approximately 650 square feet, with an additional 300-square-foot carport. The goal of the project is to transform this area into a dedicated art space that supports expanded programming in a more functional setting. The Friends of Russell Farm (FORF) have generously pledged up to \$50,000 in donated funds for the project. The funding will be provided by the Art Advisory Committee's fundraising efforts, along with private donations specifically designated for this renovation.

RECOMMENDATION:

Staff recommends approval of the donation as presented.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: Donated Funds not to exceed \$50,000

Account Number(s):

Fund:

Account Description:

STAFF CONTACT:

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



RUSSELL FARM ART CENTER GARAGE

CITY COUNCIL: APRIL 7, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION



BACKGROUND

- Russell Farm Art Center is a 30-acre property, established in 1877 by Martha Russell. The farm has been passed down through generations of the same family.
- In 2012, Charlie and Louise Boren generously donated the farm to the City of Burlleson, accompanied by the Russell Farm Use Agreement.
- The agreement establishes the Art Advisory Committee, Historical Advisory Committee, and the Boren Property Advisory Committee.
- To further support the farm, the 501(c)(3) organization Friends of Russell Farm is a volunteer-led group that raises funds to support programs and projects at the farm.
- The Art Advisory Committee and the Friends of Russell Farm have been working to raise the funds to convert the current Garage into a dedicated art classroom and gallery since 2022.
- Currently, art programming primarily takes place in the Chesapeake Building, a multi-use building.

GARAGE CONVERSION – PROJECT DESCRIPTION

Project Purpose:

The purpose of this project is to create dedicated art space, within the existing footprint, that enables expanded programming in a more functional environment, to include:

- Improved climate-controlled working space
- Storage for supplies, increased outlets, and ability to rinse/clean art equipment
- Flexibility for arranging set-ups and displaying art
- Improved lighting conducive to art creation

The scope of work involves the renovation of the garage interior, a reconstructed small exterior enclosure, and no changes to the existing carport.



BUDGET & FUNDING

Current Project Estimate: \$46,325

The Friends of Russell Farm (FORF) have committed donated funding to this project up to \$50,000. A portion of the funding will come from dollars raised by the Art Advisory Committee and the remainder will be supplemented by private donations specifically directed to this project.





TIMELINE

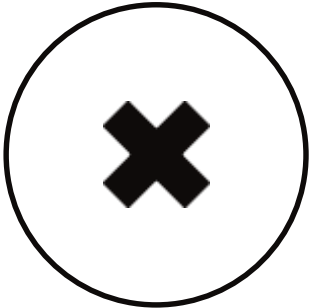
- Park Board recommended approval of the project and acceptance of the donation on March 20, 2025
- Present to City Council on April 7, 2025
- If approved the project is scheduled for completion by June 1, 2025.



DIRECTION



Recommend acceptance of the donation for the Garage conversion



Deny



Friends of Russell Farm

Non-Profit 501 (c) (3)
405 W. Country Road 714
Burleson, TX 76028-4296

forf1877@gmail.com and ch21935@mail.com

February 7, 2025

City of Burleson
Parks and Recreation
Attn: Jen Basham
550NW Summercrest Blvd.
Burleson, TX 76028-4570

RE: Donation for Russell Farm Art Center garage conversion project

Jen,

The Friends of Russell Farm (FORF) support the request of the Russell Farm Art Advisory Committee's (AAC) to renovate the garage at Russell Farm Art Center. The purpose of the renovation project is to convert the existing garage space into an Art Center that enables expanded art programming and improved working space for the artists. It is our understanding that this project has been pre-approved by the Boren Property Advisory Committee (BPAC) and will be formally voted on at the upcoming February 21st meeting, and that subsequent City approvals will be acquired through the necessary City processes over the next 6 weeks.

This letter will evidence our offer to contribute up to the total sum of \$50,000 to the City of Burleson to be applied solely to this renovation project at Russell Farm Art Center. This donation commitment and transfer of funds remains in effect until July 31, 2025, with a commitment from you that this project will be fully funded and completed by that date. We will coordinate the funds transfer with your guidance upon final approvals of the project.

In the event that this project is paused, later discontinued, or excess funds are not needed for this project purpose after the donation transfer, the balance of funds are to be returned to the FORF to ensure proper accounting and compliance with IRS tax rules.

Sincerely,

Nancy McKenzie
President, Friends of Russell Farm

City Council Regular Meeting

DEPARTMENT: City Managers Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: April 7, 2025

SUBJECT:

Consider and take possible action on a services contract with Freese and Nichols, Inc to perform risk assessments on water/wastewater facilities and infrastructure and create a Water and Wastewater asset management plan in the amount of \$320,000. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

SUMMARY:

The City is taking a strategic approach to asset management by developing a Water and Wastewater Asset Management Plan (AMP). This plan will integrate the water distribution and wastewater collection systems OCI and Risk into the Cartegraph Enterprise Asset Management System to enhance risk evaluation, lifecycle planning, and long-term investment decision-making.

The project, led by Freese and Nichols, Inc. (FNI), will consist of:

- **Project Management & Coordination:** Conducting meetings, reporting, and collaboration with City staff.
- **Risk & Condition Assessments:** Evaluating infrastructure based on material, age, work history, and performance indicators.
- **Renewal Planning:** Establishing frameworks for short-term and long-term infrastructure improvements.
- **Integration with Cartegraph:** Enhancing data-driven planning using risk scoring, condition assessments, and renewal scenarios.
- **Coordinated Infrastructure Renewal Planning:** Drafting a coordinated infrastructure renewal decision tree for water, wastewater, and roadway infrastructure renewal needs.

This initiative supports the City's Asset Management Policy (Policy 43) and aligns with broader efforts to optimize infrastructure investments, reduce lifecycle costs, and enhance service reliability for residents.

RECOMMENDATION:

Approve a services contract with Freese and Nichols, Inc to perform risk assessments on water/wastewater facilities and infrastructure and create a Water and Wastewater asset management plan in the amount of \$320,000.

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

2021: Implementation of Cartegraph

March 4, 2024: Adoption of City Council Policy 43, establishing a structured asset management approach.

FISCAL IMPACT:

Project: WA2501

STAFF CONTACT:

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

Asset Management Professional Services Contract

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

FREESE AND NICHOLS

APRIL 7, 2025

ASSET MANAGEMENT

DEFINITION

A strategy used to meet a required level of service, in the most cost-effective manner, by managing assets for present and future customers.

COUNCIL POLICY 43

City of Burleson Asset Management Policy,
Adopted March 2024

Policy outlines the City's approach to maintaining, preserving, and enhancing its assets.

WORKING MODEL

Predictive modeling, risk management, and optimized decision-making techniques to establish asset lifecycle treatment options and related long-term cash flow predictions.

ORGANIZATIONAL STRATEGIC GOALS

CORPORATE RISK MATRIX AND AM POLICY

ASSET MANAGEMENT PLANS

WATER SYSTEM

WASTEWATER SYSTEM

STORMWATER SYSTEM

ROADWAY NETWORK

CITY FACILITIES

PARKS/REC



2025

2024

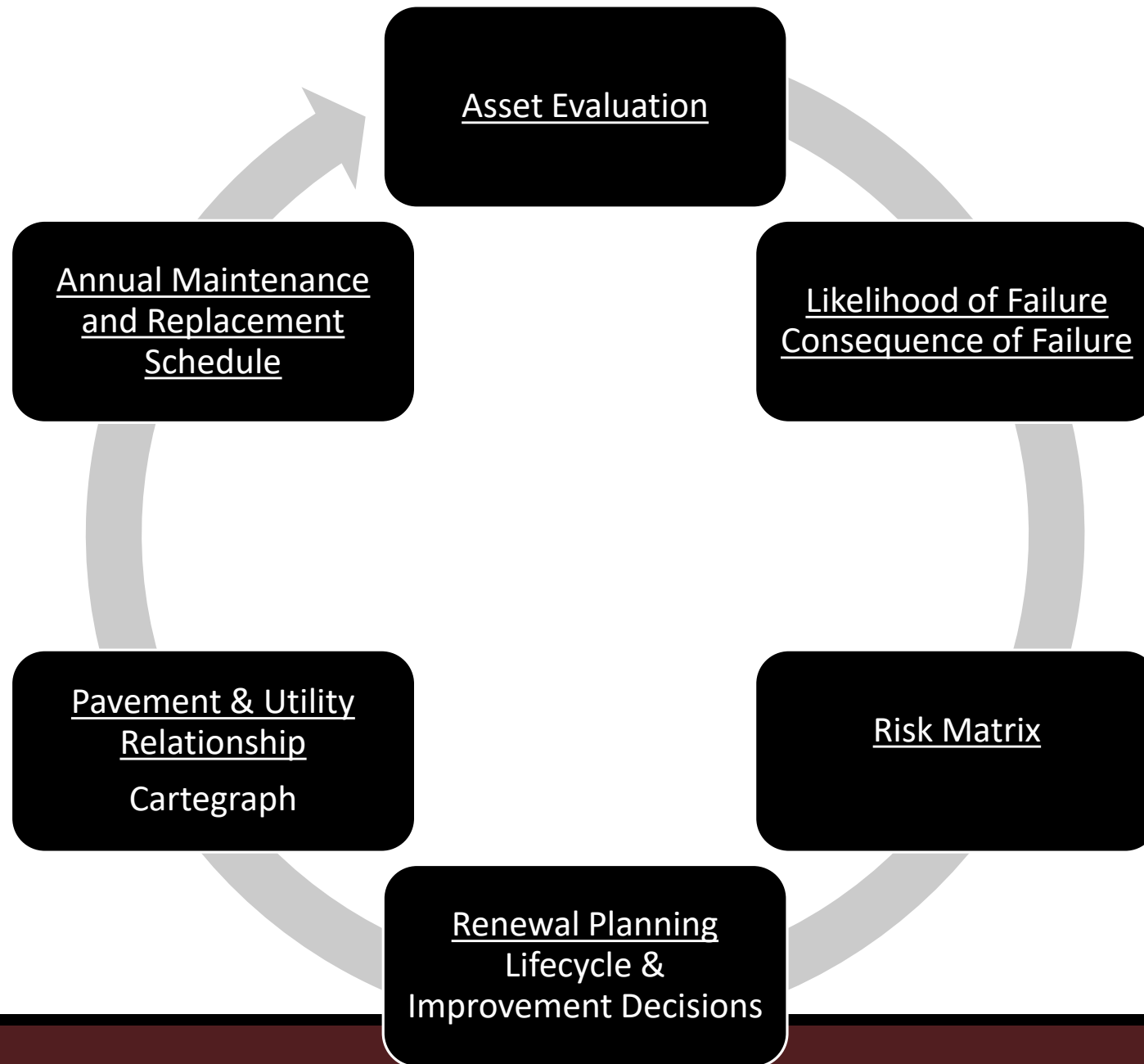
FUTURE

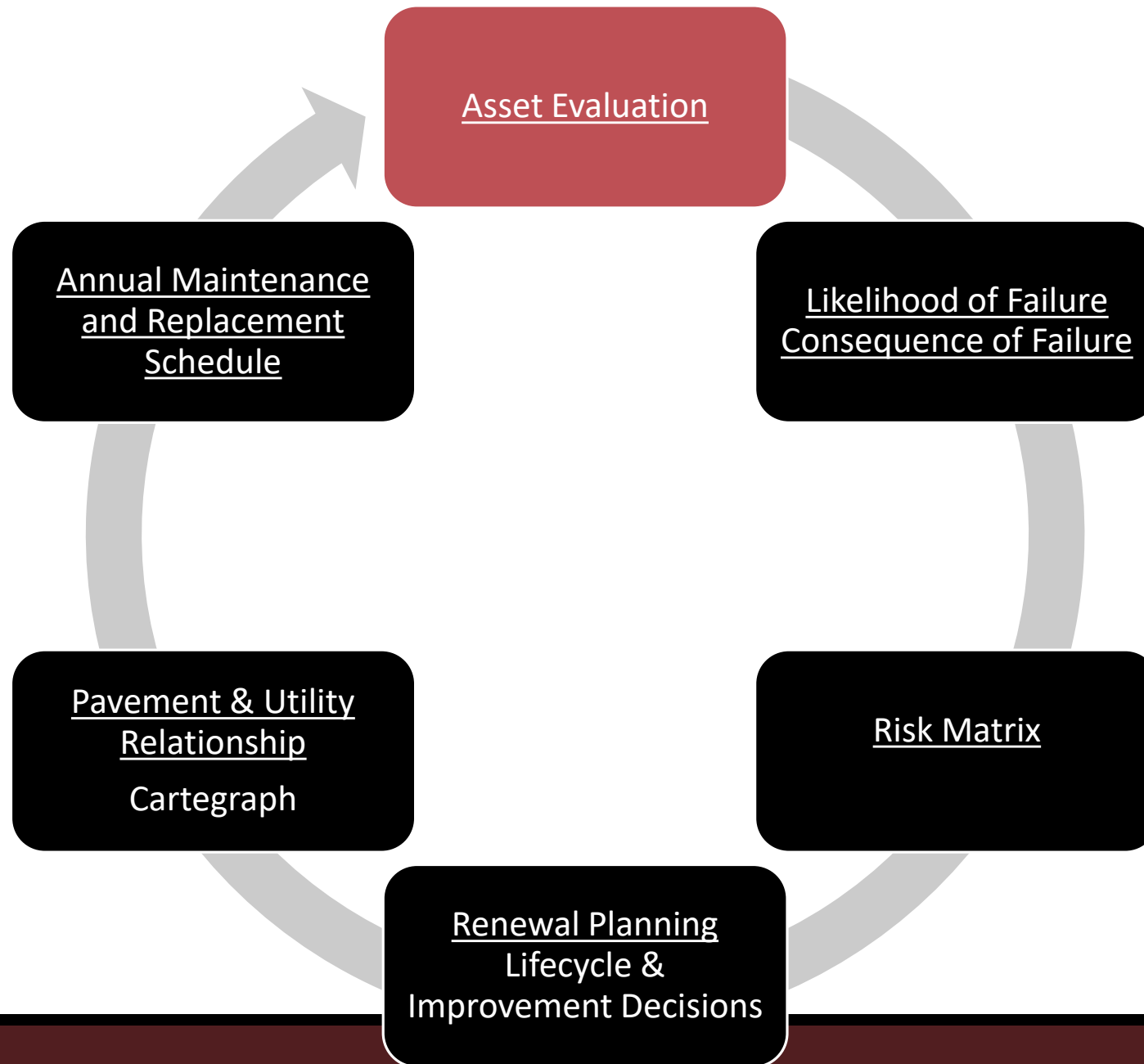
FINANCIAL PLAN

Stakeholder/Community Expectations

CONTRACT

- **Project Management & Coordination:** Conducting meetings, reporting, and collaboration with City staff.
- **Risk & Condition Assessments:** Evaluating infrastructure based on material, age, work history, and performance indicators.
- **Renewal Planning:** Establishing frameworks for short-term and long-term infrastructure improvements.
- **Integration with Cartegraph:** Enhancing data-driven planning using risk scoring, condition assessments, and renewal scenarios.
- **Coordinated Infrastructure Renewal Planning:** Drafting a coordinated infrastructure renewal decision tree for water, wastewater, and roadway infrastructure renewal needs.





ASSET ASSESSMENT

Conduct Site Visits

- Two Engineers from FNI along with City staff
- A visual condition assessment of water facilities



Condition Assessment

- Asset data
 - Material type, age, W/O history, satellite leak detection data, and PACP defects
- Apply condition assessment framework to determine condition scores for water and wastewater

WATER MAINS

8741 SEGMENTS - 230 MILES

WASTEWATER GRAVITY MAINS

4435 SEGMENTS - 232 MILES

WASTEWATER FORCE MAINS

5 SEGMENTS - 0.56 MILES

5359 Water Valves

23 Water Pumps

14,770 Residential

1790 Fire Hydrants

6 Sewer Pumps

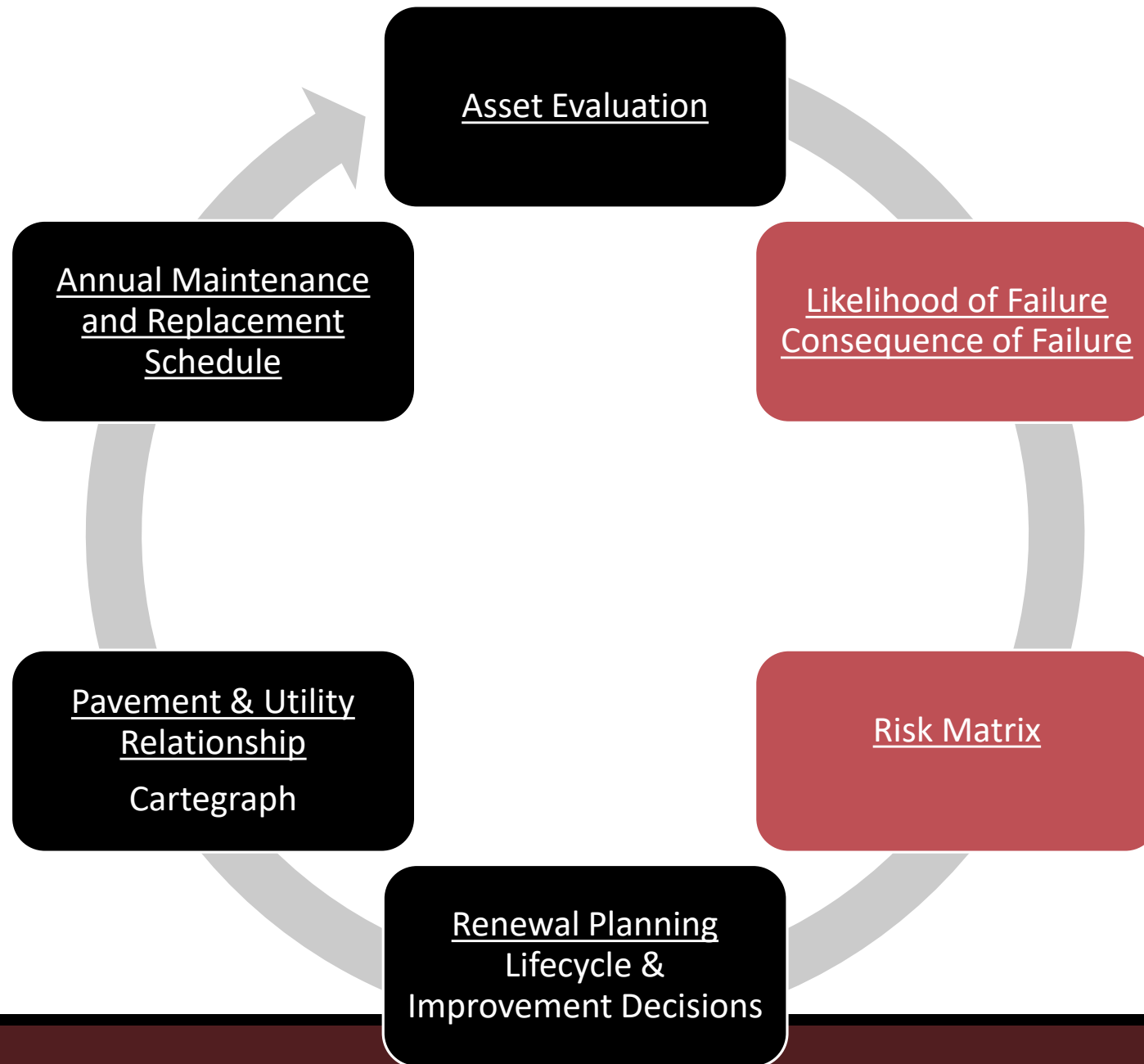
962 Commercial

**3 Sewer
Lift
Stations**

**5 Water
Pump
Stations**

**4 Elevated
Storage
Tanks**

**5 Ground
Storage
Tanks**

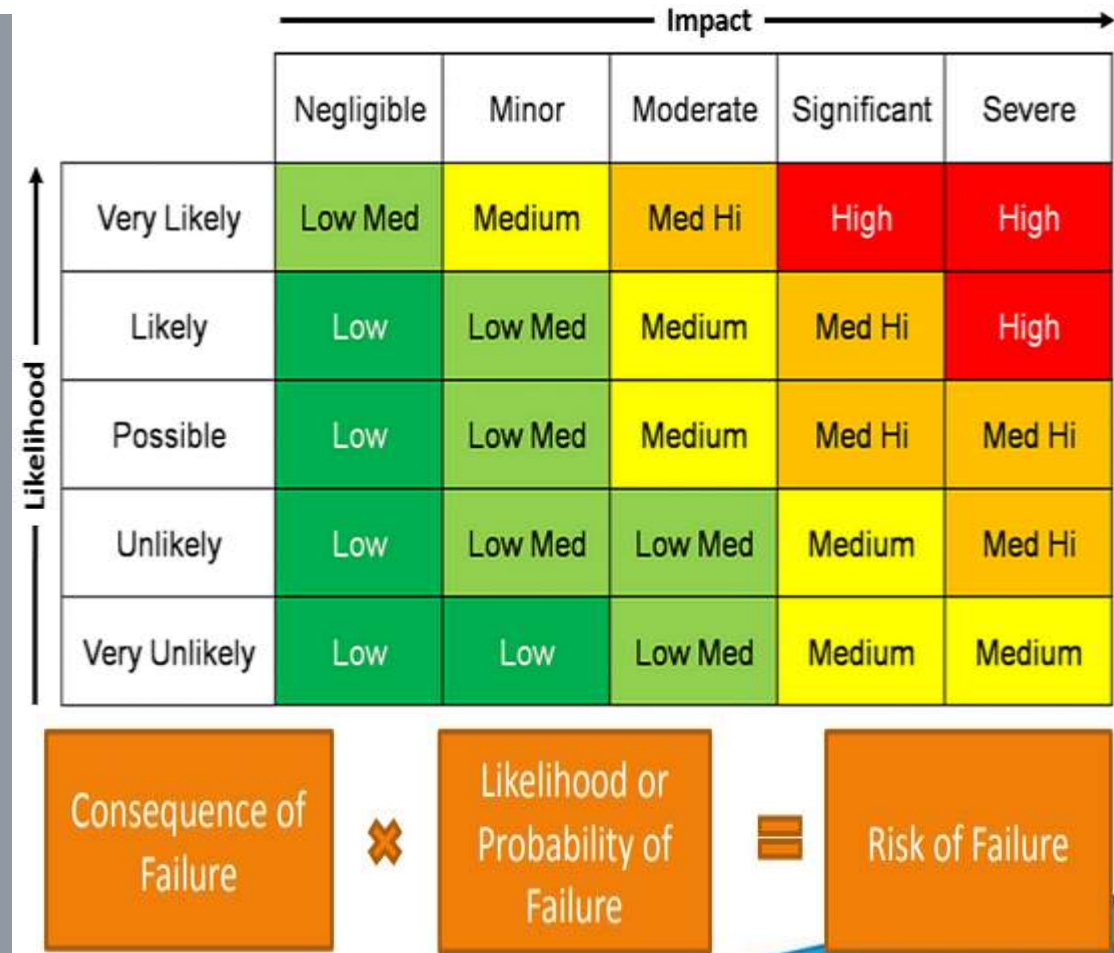


ASSET EVALUATION

PROBABILITY OF FAILURE: Likelihood that an asset will fail at a given time and an important part of effective risk analyses.

CONSEQUENCE OF FAILURE: Consequences in safety, economy, and environment that is evaluated as the outcomes of a failure based on the assumptions that such a failure will occur.

RISK MATRIX: The Consequence of Failure (CoF), calculated together with the Probability of Failure (PoF), helps establish the risk level for a particular piece of equipment and set inspection intervals based on the calculated risk.



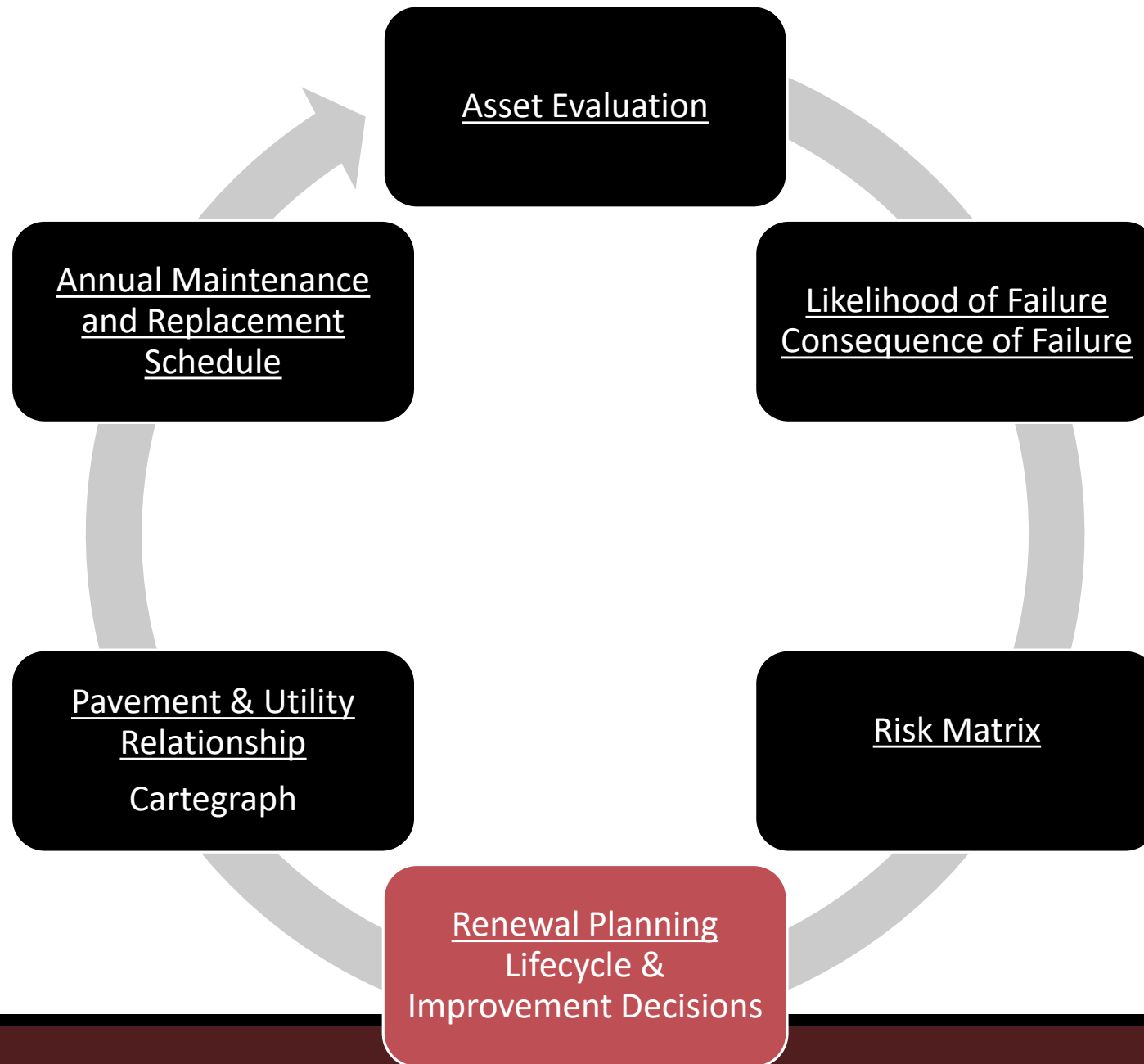
ASSET EVALUATION

LOF

Weighting	Parameter	Criteria	Score
30%	Material	A.C.	10
		C.I. / Unknown	8
		D.I.	6
		H.D.P.E.	5
		Concrete	4
		Copper / Steel	3
		PVC	1
10%	Age	Older than 50 years	10
		41 – 50 years / Unknown	8
		31 – 40 years	6
		21 – 30 years	4
		0 – 20 years	2
50%	Pipe Work Order History (Last 5 years)	4 and Greater Repairs	10
		3 Repairs	8
		2 Repairs	5
		1 Repair	3
		No Repairs	1
10%	Modeled Pressure Difference	Greater than 20 PSI	10
		10 – 20 PSI	7
		5 – 10 PSI	4
		Less than 5 PSI	1

COF

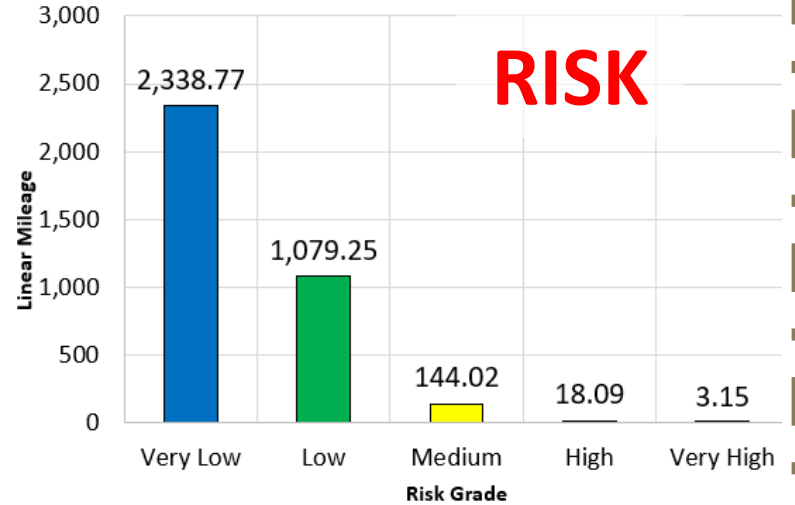
Weighting	Parameter	Criteria	Points
15%	Access Issues	River / Stream / Railroad	10
		Alleyway	9
		Interstate / State Highway	7
		Major Collector / Arterial Road	4
		No Crossing	1
30%	Proximity to Critical Customers	More than 5 customers within ¼ mile	10
		More than 5 customers within ½ mile or 3 to 4 customers within ¼ miles	7
		More than 5 customers within 3/4 mile or 3 to 4 customers within 1/2 miles or 1 to 2 customers within ¼ miles	4
		Remaining Water Lines	1
30%	Customers Served	Greater than 24-inches	10
		20-inches – 24-inches	8
		14-inches – 18-inches	5
		8-inches – 12-inches	3
25%	Resiliency	Less than 8-inches	1
		Non-Redundant Pipe	7
		Redundant Pipe	3



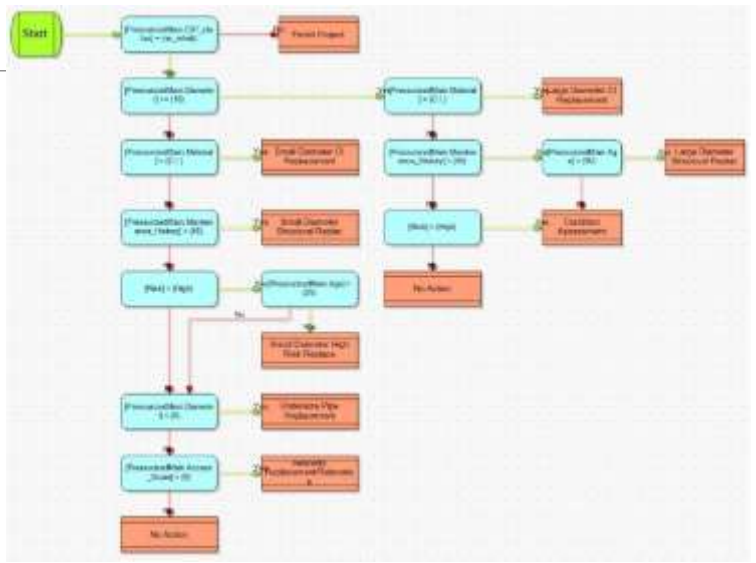
LIFECYCLE EXAMPLE

LOF

Weighting	Parameter	Criteria	Score
30%	Material	A.C.	10
		C.I. / Unknown	8
		D.I.	6
		H.D.P.E.	5
		Concrete	4
		Copper / Steel	3
10%	Age	PVC	1
		Older than 50 years	10
		41 – 50 years / Unknown	8
		31 – 40 years	6
		21 – 30 years	4
50%	Pipe Work Order History (Last 5 years)	0 – 20 years	2
		4 and Greater Repairs	10
		3 Repairs	8
		2 Repairs	5
		1 Repair	3
10%	Modeled Pressure Difference	No Repairs	1
		Greater than 20 PSI	10
		10 – 20 PSI	7
		5 – 10 PSI	4
		Less than 5 PSI	1

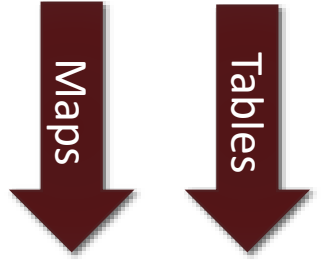


IMPROVEMENT DECISION TREE



COF

Weighting	Parameter	Criteria	Points
15%	Access Issues	River / Stream / Railroad	10
		Alleyway	9
		Interstate / State Highway	7
		Major Collector / Arterial Road	4
		No Crossing	1
30%	Proximity to Critical Customers	More than 5 customers within 1/4 mile	10
		More than 5 customers within 1/2 mile or 3 to 4 customers within 1/4 miles	7
		More than 5 customers within 3/4 mile or 3 to 4 customers within 1/2 miles or 1 to 2 customers within 1/4 miles	4
		Remaining Water Lines	1
30%	Customers Served	Greater than 24-inches	10
		20-inches – 24-inches	8
		14-inches – 18-inches	5
		8-inches – 12-inches	3
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25%	Resiliency	Non-Redundant Pipe	7
		Redundant Pipe	3

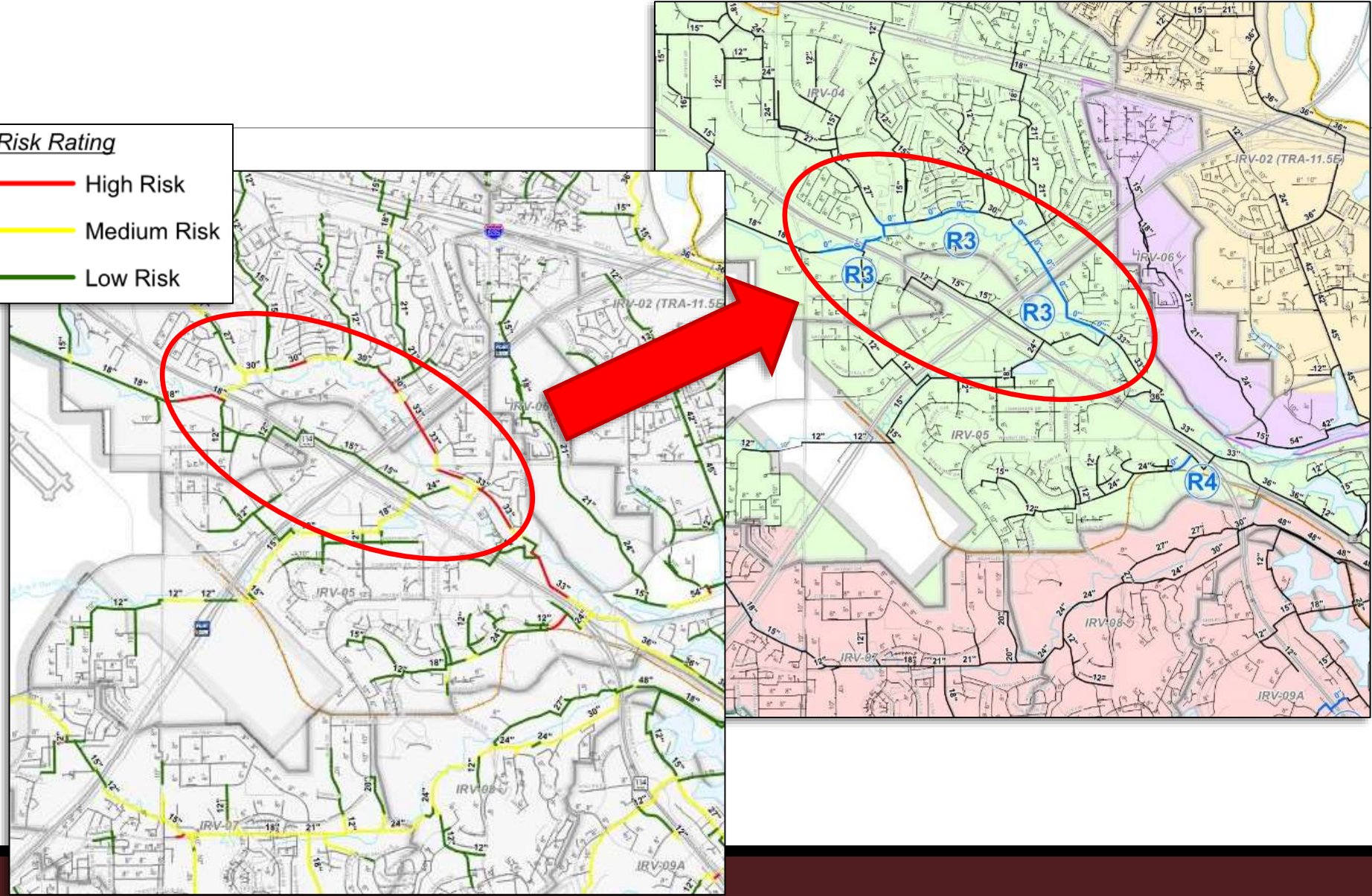


ENGINEERING JUDGEMENT

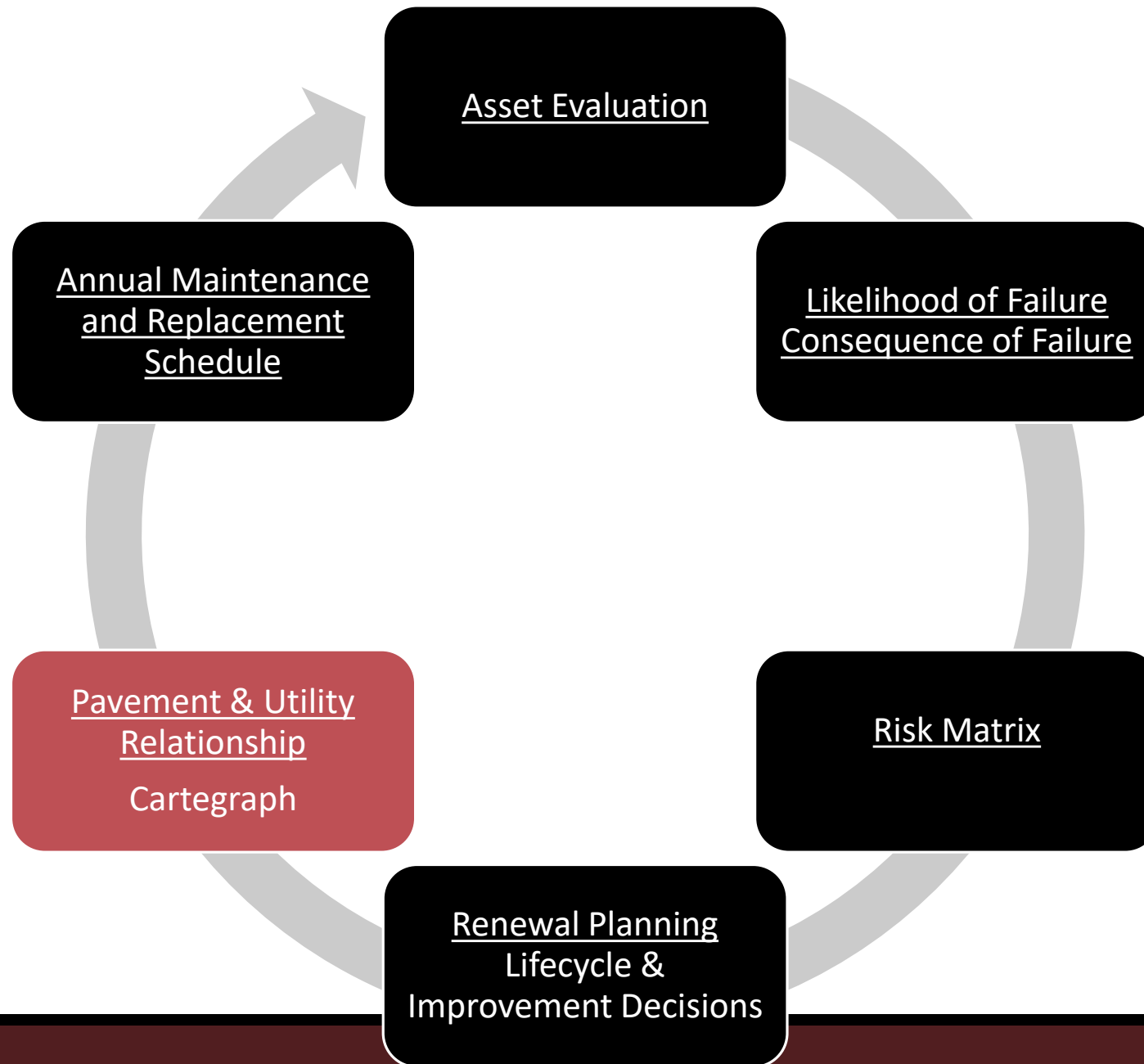
LIFECYCLE EXAMPLE

Risk Rating

- High Risk
- Medium Risk
- Low Risk

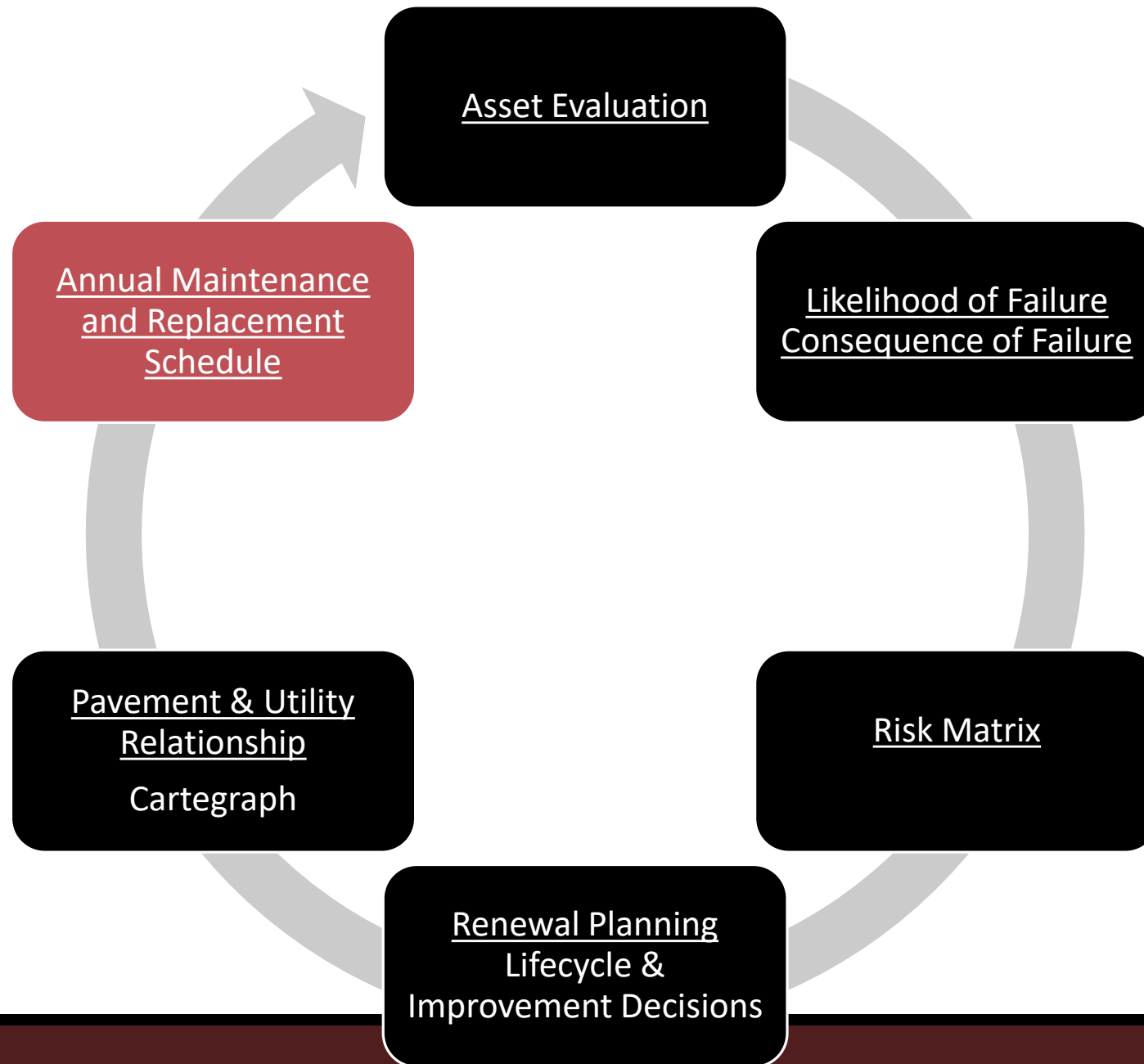


PRIORITIZE
CONDITION
ASSESSMENT &
RENEWAL
IMPROVEMENTS BASED
ON RISK

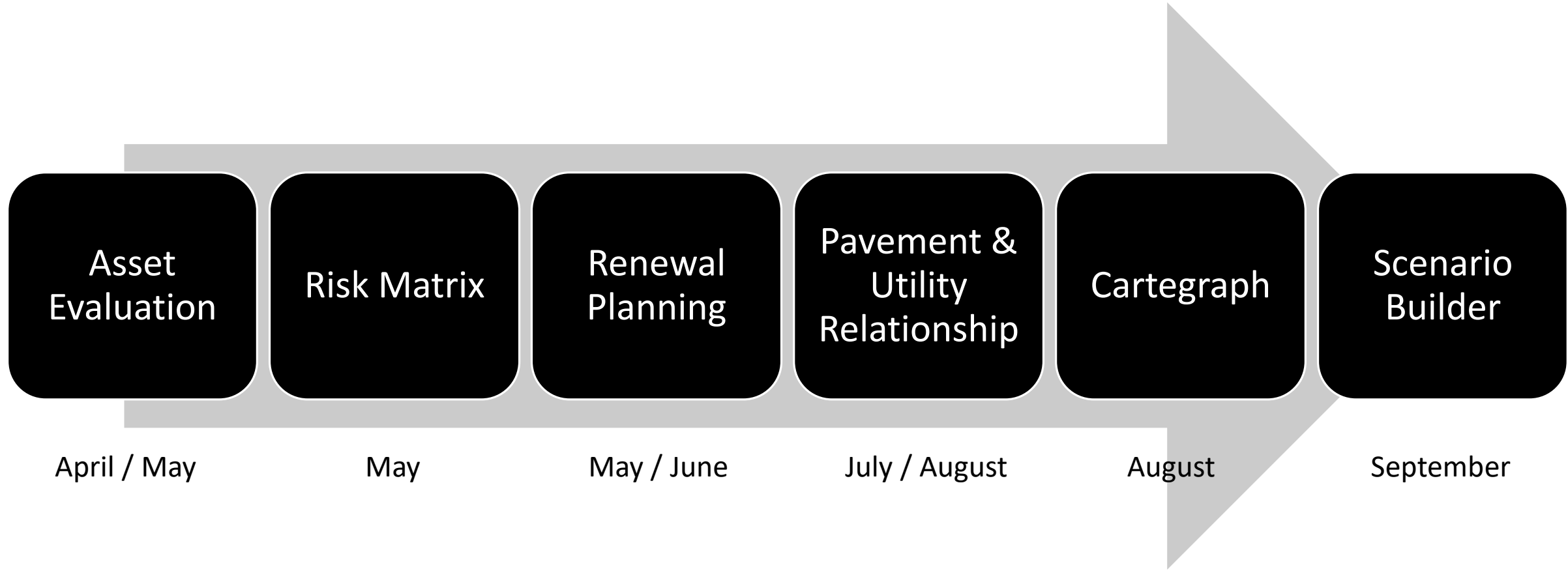


ASSET RELATIONSHIP





TIMELINE



CONTRACT FUNDING

Project: WA2501

Fund: Capital

Funds: UAWS Non-Bonds

NEXT STEPS

- Based on direction, staff will work with Freese and Nichols to start on assessment of Water and Wastewater infrastructure.
- Integrate Water and Wastewater Risk model into Cartegraph.
- Work with Capital on funding strategies for renewal plans.
- Present Water and Wastewater Asset Management to City Council, along with coordinated infrastructure renewal decision tree for water, wastewater, and roadway infrastructure renewal needs.
- Work with Capital Engineering and Public Works operations to coordinate renewal efforts.
- Implement decision-making framework for asset renewals.

RECOMMENDATION

- Approve a services contract with Freese and Nichols, Inc to perform risk assessments on water/wastewater facilities and infrastructure and create an asset management plan report in the amount of \$320,000.

Questions / Comments

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817.426.9299

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and Freese and Nichols, Inc. (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Three Hundred Twenty Thousand and 00 /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

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

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

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

FREESE AND NICHOLS, INC.		
TREY SHANKS		
P.O. BOX 980004		
FORT WORT	TX	76198

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

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

District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to

execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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SIGNATURE PAGE

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

CITY OF BURLESON:

FREESE AND NICHOLS, INC.

By: _____

By: Trey Shanks

Name: _____

Name: Trey Shanks

Title: _____

Title: Vice-President/Principal

Date: _____

Date: 3/31/2025

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

GENERAL OVERVIEW

In 2020, the City of Burlison (City) implemented the Cartegraph Enterprise Asset Management System (EAMS) to manage its infrastructure more efficiently. As part of a separate project, an Asset Management Policy (Policy 43) was developed, and the pavement network was incorporated into Cartegraph EAMS. The purpose of this project is to develop an asset management plan for the City's water distribution and wastewater collection systems. Additionally, both infrastructure systems will be incorporated into Cartegraph EAMS to facilitate comprehensive asset renewal investment planning of the City's pavement, water, and wastewater infrastructure.

BASIC SERVICES: FNI will provide the following professional services in connection with the above-described project.

Task A – Project Management

- A.1 Project Administration:** FNI will perform general project management tasks, including project coordination, invoicing, communications with the City, and monthly status reporting.
- A.2 Project Coordination Meetings:** FNI will prepare for and conduct nine (9) virtual coordination meetings with City staff.
- A.3 Project Kickoff Meeting:** FNI will prepare for and conduct a kickoff meeting with the City to review the project scope of work, schedule, and data request and collaborate on project goals and objectives.

Task B – Water/Wastewater Main Risk Assessment & Renewal Planning

- B.1 Review Asset Data:** FNI will review available asset data for the water/wastewater mains maintained in the City's GIS and Cartegraph systems. FNI will identify potential data gaps and make recommendations to improve the functionality of the asset management plans. FNI will review the findings of the asset data review with the City during a project coordination meeting.
- B.2 Develop Condition Assessment Frameworks:** FNI will develop desktop-based condition assessment frameworks for water mains, wastewater gravity mains, and wastewater force mains. The frameworks will consider available asset data, including material type, age, work order history, Asterra satellite leak detection data, and PACP defects. FNI will review the condition assessment frameworks with the City during a project coordination meeting.
- B.3 Apply Condition Assessment Frameworks:** FNI will apply the condition assessment frameworks to determine the condition score of each water/wastewater main. FNI will prepare tabular summaries and mapping of the condition scores for the water and wastewater systems.
- B.4 Develop Criticality Assessment Frameworks:** FNI will develop desktop-based criticality assessment frameworks for water mains, wastewater gravity mains, and wastewater force mains. The

frameworks will align with the City’s Risk Policy and consider parameters such as main size, proximity to waterways, and impact to customers. During a project coordination meeting, FNI will review the criticality assessment frameworks with the City.

- B.5 Apply Criticality Assessment Frameworks:** FNI will apply the criticality assessment frameworks to determine the criticality and risk score of each water/wastewater main. FNI will prepare tabular summaries and mapping of the criticality and risk scores for the water and wastewater systems.
- B.6 Workshop#1: Water/Wastewater Main Risk Assessment Scoring Review:** FNI will prepare for and lead an in-person workshop with the City to review the water/wastewater main condition, criticality, and risk assessments. FNI will finalize the risk assessment scores based on feedback from the City during the Workshop. FNI will document decision-making and action items and prepare meeting minutes, which will be submitted to the City within two weeks of the meeting.
- B.7 Incorporate Risk Assessment Scoring into Cartegraph:** FNI will incorporate the risk assessment parameters and scores into the City’s Cartegraph test environment and coordinate with the City on potential GIS updates needed to support asset risk scoring in Cartegraph.
- B.8 Develop Water/Wastewater Main Renewal Planning Frameworks:** FNI will develop a framework consisting of lifecycle parameters and an improvement decision tree to support renewal planning of the City’s water mains. Potential lifecycle parameters include pipe material and age cohort degradation curves and risk assessment data. FNI will develop a water main renewal improvement decision tree utilizing the lifecycle parameters to identify potential improvement recommendations. Potential improvement recommendations include No Action, Condition Assessment, Point Repair, Partial Open Cut Replacement, Full Open Cut Replacement, and Trenchless Rehabilitation. During a project coordination meeting, FNI will review the renewal planning framework with the City.
- B.9 Prepare Draft Water/Wastewater Main Renewal Improvement Plans:** FNI will apply the water main renewal planning framework to the existing water mains to identify renewal improvements and prepare water main renewal improvements for the existing, 5-year, and 10-year planning periods. FNI will prepare tabular summaries and mapping of the draft water main improvements for each planning period.
- B.10 Workshop #2: Draft Water/Wastewater Main Renewal Improvements Review:** FNI will prepare for and lead an in-person workshop with the City to review the water/wastewater main renewal planning frameworks and draft renewal improvement plans. Based on feedback from the city during the workshop, FNI will finalize the renewal frameworks and improvement plans. FNI will document decision-making and action items and prepare meeting minutes, which will be submitted to the City within two weeks of the meeting.
- B.11 Incorporate Renewal Planning Framework into Cartegraph:** FNI will incorporate the water/wastewater main degradation curves and renewal framework into Cartegraph to support the Scenario Builder functionality. FNI will coordinate with the City to confirm that Scenario Builder is functional.

Task C – W/WW Facility Risk Assessment & Renewal Planning

- C.1 Develop W/W Facility Condition Assessment Frameworks:** FNI will prepare condition assessment frameworks for water and wastewater facilities, including water pump stations, ground and elevated

storage tanks, and wastewater lift stations. The frameworks will include desktop parameters such as equipment type, material type, age, and work order history, as well as visual inspection findings from site visits. During a project coordination meeting, FNI will review the condition assessment frameworks with the City.

- C.2 Perform Condition Assessment Site Visits:** FNI will prepare for and visit each of the City’s water and wastewater facilities (five pump stations, six ground and three elevated storage tanks) over two days. A visual condition assessment of each facility will be performed during each site visit. The inspection team will consist of two engineers from FNI and City staff familiar with the facility. The inspection team will utilize a Flir thermal camera to assess the operating temperatures of the pump and motors at each pump station.
- C.3 Develop W/WW Facility Criticality Assessment Framework:** FNI will develop a criticality framework to assess the consequence of failure for the City’s water and wastewater facilities. The Framework will align with the City’s Risk Policy. Potential framework parameters include capacity lost, redundancy, outage duration, and customer impact. During a project coordination meeting, FNI will review the condition assessment frameworks with the City.
- C.4 Apply Condition and Criticality Assessment Frameworks:** FNI will apply the condition and criticality assessment frameworks to determine each facility's condition, criticality, and risk scores. FNI will prepare tabular summaries and mapping of the condition, criticality, and risk scores for the water and wastewater facilities.
- C.5 Workshop #3: W/WW Facility Risk Assessment Scoring Review:** FNI will prepare for and lead a workshop with the City to review the condition assessment site visits, assessment frameworks, and risk assessment findings. Based on feedback from the city during the workshop, FNI will finalize the risk assessment scoring. FNI will document decision-making and action items and prepare meeting minutes, which will be submitted to the City within two weeks of the meeting.
- C.6 Develop W/WW Facility Renewal Planning Framework:** FNI will develop a framework consisting of lifecycle parameters and an improvement decision tree to support renewal planning of the City’s water/wastewater facilities. Potential lifecycle parameters include equipment useful life, degradation curves, and risk assessment data. FNI will develop a water/wastewater facility renewal improvement decision tree utilizing the lifecycle parameters to identify potential improvement recommendations. Potential improvement recommendations include No Action, Condition Assessment, Preventative Maintenance, Rehabilitation, and Replacement. During a project coordination meeting, FNI will review the renewal planning framework with the City.
- C.7 Prepare Draft W/WW Facility Renewal Improvement Plan:** FNI will apply the water/wastewater facility renewal planning frameworks to identify renewal improvements and prepare water/wastewater facility renewal improvements for the existing, 5-year, and 10-year planning periods. FNI will prepare tabular summaries and mapping of the draft water/wastewater facility improvements for each planning period.
- C.8 Workshop #4: Draft W/WW Facility Renewal Improvements Review:** FNI will prepare for and lead an in-person workshop with the City to review the water/wastewater facility renewal planning frameworks and draft renewal improvement plans. Based on feedback from the city during the workshop, FNI will finalize the renewal frameworks and improvement plans. FNI will document

decision-making and action items and prepare meeting minutes, which will be submitted to the City within two weeks of the meeting.

Task D – Water/Wastewater Asset Management Plan

- D.1 Prepare Draft Water/Wastewater Asset Management Plan:** FNI will prepare a draft Asset Management Plan Report summarizing the risk assessment methodology, framework, and renewal planning improvements for the water/wastewater system assets. FNI will deliver three (3) hard copies and one (1) electronic PDF file of the draft report to the City.
- D.2 Workshop #5: Draft W/WW Asset Management Plan Review:** FNI will meet with the City to discuss the draft report and solicit comments to be incorporated into the final report. FNI will document decision-making and action items and prepare meeting minutes, which will be submitted to the City within two weeks of the meeting.
- D.3 Finalize Water/Wastewater Asset Management Plan:** FNI will revise the report based on the City's comments and submit five (5) final hard copies and one (1) electronic copy of the Water/Wastewater Asset Management Plan Report in PDF format.

Task E – Coordinated ROW Infrastructure Renewal Planning

- E.1 Prepare Draft Coordinated ROW Infrastructure Renewal Planning Framework:** FNI will prepare a draft coordinated ROW infrastructure renewal decision tree for water, wastewater, and roadway infrastructure renewal needs. FNI will define a draft process for incorporating individual infrastructure risk assessment and renewal planning data into GIS for future repeatability.
- E.2 Workshop #6: Draft Coordinated ROW Infrastructure Renewal Planning Framework Review Workshop:** FNI will prepare for and lead a workshop with the City to review the draft coordinated ROW infrastructure renewal decision tree and planning process. FNI will solicit feedback from the City to refine the decision tree. FNI will document decision-making and action items and prepare meeting minutes, which will be submitted to the City within two weeks of the meeting.
- E.3 Finalize Coordinated ROW Infrastructure Renewal Planning Framework:** FNI will utilize feedback from the City during the workshops to finalize the coordinated ROW infrastructure renewal decision tree and associated planning process. FNI will prepare documentation of the final coordinated ROW infrastructure renewal planning framework.

ADDITIONAL SERVICES: Additional Services to be performed by FNI will be negotiated with the City, as requested.

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as follows:

FNI will prepare and provide the draft report within seven (7) months after notice to proceed. FNI expects the project to be completed within eight (8) months after the notice to proceed. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.



**CITY COUNCIL POLICY
43
City of Burleson Asset
Management Policy**

Adopted date	March 4, 2024
Revised date	NA

**CITY OF BURLESON ASSET
MANAGEMENT POLICY**

Purpose

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City’s infrastructure assets. This policy will inform the City’s approach to maintaining, preserving, and enhancing its assets.

Background

As the City’s asset base ages, focus on the maintenance of existing infrastructure and careful decision-making regarding infrastructure development becomes increasingly necessary. Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City’s investment, to minimize future replacement and maintenance costs, and to maintain service levels.

The City’s Asset Management Program commits to delivering superior service and meeting customer expectations through efficient and effective business processes and asset stewardship. This policy lays out the City’s commitment to the pursuit of an optimally informed approach to planning, decision making and the management of critical assets. With this policy, the City will identify and manage critical assets throughout their respective lifecycles and strive to maximize its effective useful life while being fiscally conscious and limiting the City’s business risk exposure.

Definitions

Asset - An asset is a physical or abstract component, system, or resource that plays

a crucial role in the operation, maintenance, and delivery of services within an infrastructure network or facility. Assets can include roads, bridges, pipelines, tanks, pump stations, buildings, and equipment. Proper management of assets involves their acquisition, maintenance, and optimization to ensure they effectively serve their intended purpose while aligning with the organization's strategic goals.

Asset Management - Asset management is a holistic and strategic process within an organization that involves various coordinated activities to optimize the value derived from its assets, all while aligning with the organization's overarching goals. This approach encompasses resource allocation, infrastructure upkeep, performance evaluation, and other essential processes designed to ensure the delivery of high-quality services to stakeholders by effectively planning and maintaining assets. Asset management goes beyond simply addressing the age or condition of assets and is primarily concerned with maximizing the assets' overall utility and contribution to the organization's success.

Customer - A customer typically refers to the residents, businesses, and stakeholders within the community who directly benefit from or are affected by the public services and infrastructure provided by the City. These individuals and entities are the end users of the services and assets, and their satisfaction and well-being are central considerations in setting and maintaining the desired level of service.

Level of Service - Level of Service represents the established standards for the quality and quantity of public services and infrastructure, guiding resource allocation and ensuring the community's needs are met.

Sustainability - Sustainability refers to the practice of responsibly managing and maintaining assets in a way that ensures their long-term viability, value, and functionality. It involves making strategic decisions that consider the environmental, economic, and social aspects of asset performance. Sustainable asset management seeks to balance the need for optimal asset utilization with minimal environmental impact, enhanced energy efficiency, and increased social responsibility. The goal is to preserve and extend the life of assets while aligning with broader sustainability goals and minimizing negative consequences for future generations.

Scope

The City Council is committed to a comprehensive and strategic approach to managing its infrastructure assets. This involves integrating business processes,

employing trained and knowledgeable staff, and fostering effective communication with customers and stakeholders to provide an exceptional level of service. From the planning and design phase to disposal, the city will oversee assets throughout their life cycles using a risk-based framework, ensuring responsible use of public resources while meeting the high service standards expected by residents and stakeholders. The citywide asset management program aims to optimize service delivery by balancing the level of service delivery, cost considerations, and business risks. The City is dedicated to compliance with relevant laws, regulations, and established policies, with a continual commitment to evaluating and accurately reporting on program performance. Grounded in solid data, the asset management program ensures that investments are made wisely, at the right time and on the right assets, promoting a data-driven and consistent decision-making process. The primary scope of this policy are as follows:

1. Optimize asset performance to ensure the safety and longevity of infrastructure assets, minimizing disruptions, and providing reliable services.
2. Foster fiscal responsibility to efficiently allocate resources and make informed investment decisions while reducing long-term financial burdens.
3. Enhance resilience and sustainability to prioritize asset resilience and sustainability in the face of climate change, disasters, and environmental concerns.
4. Align with community goals, including economic development, quality of life, and environmental stewardship.
5. Promote transparency and accountability for deeper and stronger community trust and engagement.
6. Enable informed data-driven decision-making and performance monitoring to support the ever-changing infrastructure needs.

Responsibilities

- The City Council is responsible for adopting the Asset Management Policy and providing authority to the City Manager to implement the Asset Management Program.
- The City Manager holds the responsibility for ensuring that the City adheres to the principles and commitments outlined in this Asset Management Policy. Furthermore, the City Manager is entrusted with designating appropriate individuals for the reviews and revisions required by this policy.
- The leadership team commits to providing support to the City Manager in the

pursuit of compliance with this Asset Management Policy and to actively enforce its implementation within their respective areas of authority.

- All employees, without exception, bear the duty of strict adherence to the provisions set forth in this Asset Management Policy. The City administration is dedicated to furnishing its employees with the necessary knowledge, resources, and skills to effectively uphold and execute this policy.

Corporate Risk Matrix

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
Regulatory Compliance	No Impact	Minor non-compliance requiring notification of regulatory entity. Example: Violation of internal processes	Moderate non-compliance triggering internal investigations and potential regulatory scrutiny. Example: Regulatory violation (SSO)	Significant violation requiring external regulatory intervention and potential legal consequences. Example: TCEQ Administrative Order	Severe non-compliance resulting in legal actions, fines, and severe damage to reputation. Example: EPA Consent Decree
Financial	No Impact	Low financial loss, manageable through existing resources and budget adjustments. Metric: Less than \$100,000	Moderate financial impact necessitating financial reallocation and cost-cutting measures. Metric: \$100,000 - \$250,000	Significant financial loss, requiring external funding and long-term financial restructuring. Metric: \$250,000 - \$1,000,000	A severe financial crisis demanding immediate financial intervention and recovery strategies. Metric: Greater than \$1,000,000
Delivery of Services	No Impact	Slight service disruption with minimal impact on end-users, recoverable through swift corrective actions. Example: Disruption duration less than 12 hours	Moderate disruption affecting service quality and delivery timelines, requiring prompt attention and recovery. Example: Disruption duration 12 – 24 hours	Significant service outage leading to public inconvenience, necessitating urgent and comprehensive restoration efforts. Example: Disruption duration 24-72 hours	Catastrophic service failure causing widespread public distress and necessitating a long-term recovery strategy. Example: Disruption duration greater than 72 hours

Corporate Risk Matrix (cont.)

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
Operational Impact	No Impact	Minor disruptions to routine operations, recoverable through prompt corrective actions. Example: Disruption tolerable for up to 7 days	Moderate disturbances to operational processes, requiring comprehensive and coordinated recovery efforts. Example: Disruption tolerable for up to 2 days	Major disruptions affecting critical operations, necessitating urgent and strategic interventions for recovery. Example: Disruption tolerable for up to 1 day	Catastrophic operational failure jeopardizing core functions, demanding an immediate and sustained recovery plan. Example: Disruption tolerable for less than 12 hours
Environmental	No Impact	Low environmental impact, with limited harm and manageable mitigation measures.	Moderate environmental damage that has short term effects and is reversible.	Significant environmental damage that has long term effects. Likely to lead to fines for regulatory agencies.	Severe and irreversible ecological harm with long-term consequences, demanding urgent and comprehensive environmental restoration strategies.
Reputation	No Impact	No reputational harm with limited impact on public perception. Example: Alert Notification on City Website	Moderate reputational harm with limited impact on public perception, manageable through strategic communication efforts. Example: Social Media Coverage	Moderate damage to reputation affecting a broader audience, requiring a comprehensive reputation management strategy. Example: Local Media Coverage	Significant reputational crisis with widespread negative impact, necessitating immediate and sustained reputation repair initiatives. Example: National Media Coverage

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Lisa Duello, Deputy Director of Development Services

MEETING: April 7, 2025

SUBJECT:

Consider and take possible action on an ordinance amendment to CSO #5565-09-2024 Fee Schedule relative to on-site sewage facility systems. (*First Reading*) (*Staff Contact: Lisa Duello, Deputy Director of Development Services*)

SUMMARY:

Development Services staff plans on taking over the permitting and inspection of on-site sewage facilities (OSSF) in June 2025. The current fee schedule refers to Tarrant County determining the fees. The proposed ordinance amendment will remove Tarrant County authority for the OSSF fees. The permit fees will remain the same as listed.

2. On-site sewage facility fee		DETERMINED BY TARRANT COUNTY
A. New System		
1. Application Fee		\$0
2. Water research fee		\$10
3. Permit Fee		\$250
4. Total for new system		\$260
B. Reinspection of system		\$75
C. Repair of system previously permitted		\$100

RECOMMENDATION:

Approve the ordinance amending the Fee Schedule relative to on-site sewage facilities.

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

March 24, 2025 - The City Council approved the Termination of the interlocal agreement with Tarrant County for the permitting and inspection of on-site sewage disposal systems.

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: Estimated Annual Revenue \$3,750 (@15 permits yr. at \$250)
Account Number(s): 10014002 - TBD
Fund: General Revenue
Account Description:

STAFF CONTACT:

Lisa Duello
Deputy Director of Development Services
lduello@burlesontx.com
817-426-9841

Fee Schedule Amendment Relative to On-Site Sewage Facilities *(First Reading)*

CITY COUNCIL

APRIL 7, 2025

OSSF Fee Amendment

- Development Services staff plans on taking over the permitting and inspection of on-site sewage facilities (OSSF) in June 2025.
- The current fee schedule refers to Tarrant County determining the fees.
- The proposed ordinance amendment will remove Tarrant County authority for the OSSF fees. The permit fees will remain the same as listed.
- While no fee changes are contemplated for this item, staff is evaluating its OSSF fee as part of the budget process.

2. On-site sewage facility fees	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	\$ 0
2. Water research fee	\$10
3. Permit Fee	\$250
4. Total for new system	\$260
B. Reinspection of system	\$75
C. Repair of system previously permitted	\$100

Staff Recommendation

Approve the ordinance amending the Fee Schedule relative to on-site sewage facilities.

Options:

1. Approve request as presented
2. Approve request with amendments
3. Deny Request

Council Request



ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE FEE SCHEDULE ORDINANCE CSO #5565-09-2024; BY UPDATING THE AUTHORITY FOR ON-SITE SEWAGE FACILITY FEES IMPOSED BY THE CITY FOR THE ISSUANCE OF PERMITS AND INSPECTIONS FOR ON-SITE SEWAGE FACILITIES; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed Ordinance CSO #5565-09-2024, which, among other things, provided a fee schedule that contained a list of all fees charged by the City (save and except water and wastewater impact fees which are wholly contained in a separate ordinance); and

WHEREAS, the City Council finds it necessary to clarify the authority for imposing fees for the issuance of permit and inspection fees for on-site sewage facilities established by Chapter 366 of the Texas Health and Safety Code; and

WHEREAS, the City conducted a public hearing and adopted a resolution or ordinance pursuant to Subchapter C, Texas Health and Safety Code, designating the City as the authorized agent with the authority to regulate the use of on-site sewage disposal systems in the City; and

WHEREAS, the City desires to amend the fee schedule as shown on the attached Exhibit “A”, which is and incorporated as part of this Ordinance (the “Incorporated Fee Schedule”); and

WHEREAS, the Incorporated Fee Schedule is intended to repeal and replace existing on-site sewage facility fees in conflict with the Ordinance CSO #5565-09-2024; and

WHEREAS, the City Council desires that the Incorporated Fee Schedule amends the current fee schedule by providing that on-site sewage facility fees shall be determined by the City, and all other fees not amended hereby shall remain in full force and effect; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of to amend its fee schedule as set forth herein.

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

SECTION 1.

The City hereby adopts the Incorporated Fee Schedule, which is attached hereto as Exhibit “A” and is incorporated herein for all purposes, and such Incorporated Fee Schedule shall amend the current fee schedule by amending the on-site sewage facility fees to show that fees are determined by the City.

SECTION 2.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, 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 3.

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 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 4.

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 5.

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

SECTION 6.

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

PASSED AND APPROVED ON this the _____ day of _____, 2025.

First Reading: the _____ day of _____, 2025.

Final Reading: the _____ day of _____, 2025

Chris Fletcher, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

2. On-site sewage facility fee		
A. New System		
1. Application Fee		\$0
2. Water research fee		\$10
3. Permit Fee		\$250
4. Total for new system		\$260
B. Reinspection of system		\$75
C. Repair of system previously permitted		\$100

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony D. McIlwain, Development Services Director
MEETING: April 7, 2025

SUBJECT:

Consider and take possible action on a resolution accepting the filing for a landowner petition requesting the creation of the Chisholm Summit Public Improvement District (PID) and setting a public hearing date of May 5, 2025. (*Staff Contact: Tony D. 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 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. As stated, the City will pay none of the costs of the proposed Authorized Improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners. The petition also proposes that the City manage the PID with the assistance of a consultant, if desired.

The actions requested at this time include approving a resolution accepting the PID Petition and setting a public hearing date for the creation of the PID (with associated notices). These actions do not commit the City to the creation of the PID or set assessments.

RECOMMENDATION:

Staff recommends the City Council:

- Adopt 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; and
- Set a public hearing date of May 5, 2025 for the creation of the Chisholm Summit PID; and
- Authorize staff to send notices of the public hearing to owners located within the boundary of proposed Chisholm Summit PID; and
- Authorize staff to post notice of the public hearing in a newspaper of general circulation.

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

June 7, 2021: City Council approved the Chapter 380 Agreement for Chisholm Summit.

October 3, 2022: City Council approved an annexation petition and zoning request from default Agricultural to Planned Development (PD) for Chisholm Summit.

May 6, 2024: City Council approved an annexation petition and zoning request from default Agricultural to Planned Development (PD) for Chisholm Summit.

March 3, 2025: City Council approved an annexation petition and zoning request from default Agricultural to Planned Development (PD) for Chisholm Summit.

REFERENCE:

N/A

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



Petition for the Creation of the Chisholm Summit Public Improvement District (PID)

CITY COUNCIL

APRIL 7, 2025

Chisholm Summit PID Request

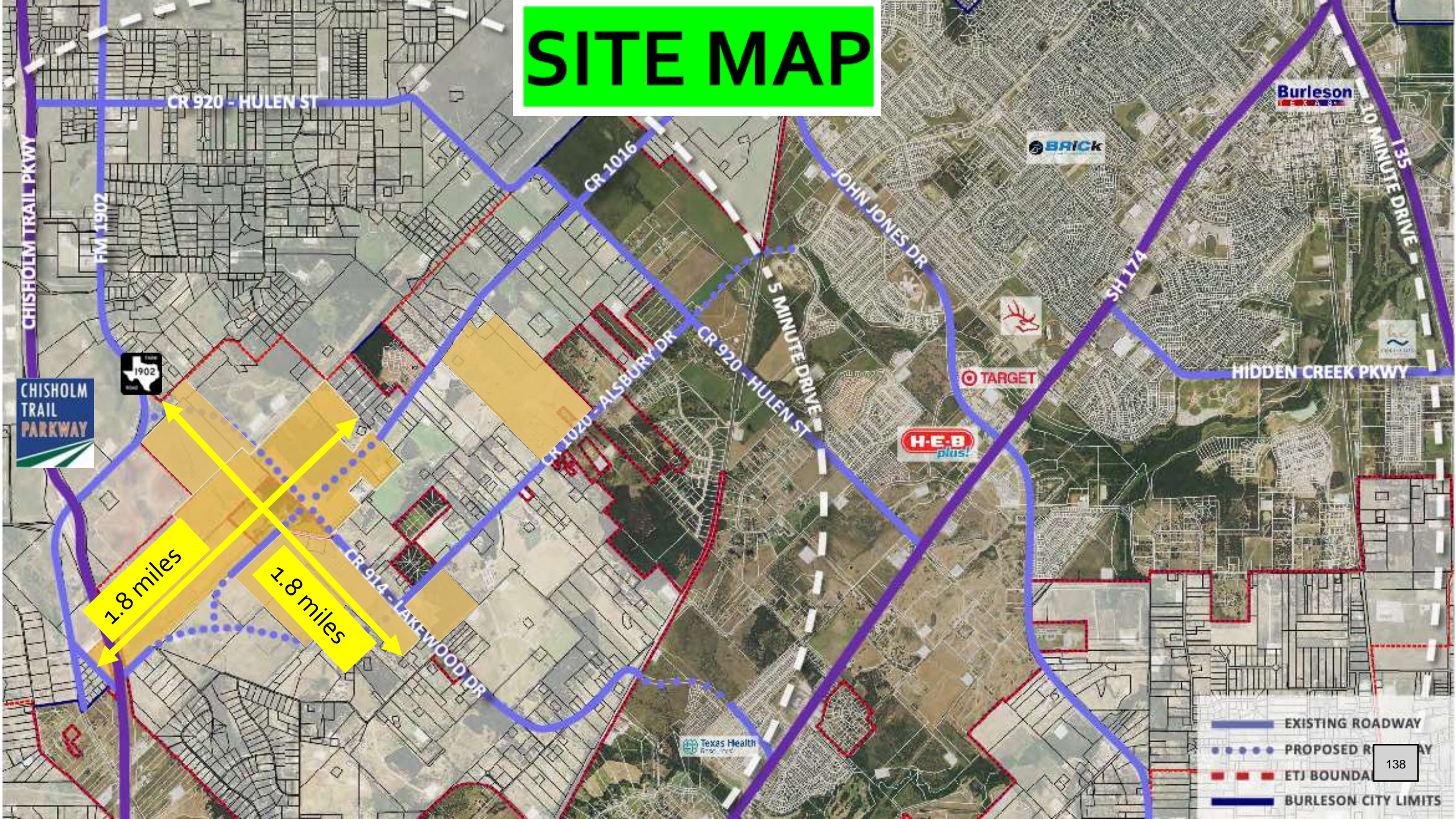
- A Public Improvement District (PID) is a defined geographical area established to provide specific types of improvements or maintenance which are financed by assessing property owners within the area.
- The property owner(s) for Chisholm Summit have submitted a petition for the creation of a PID and 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.

Chisholm Summit Summary

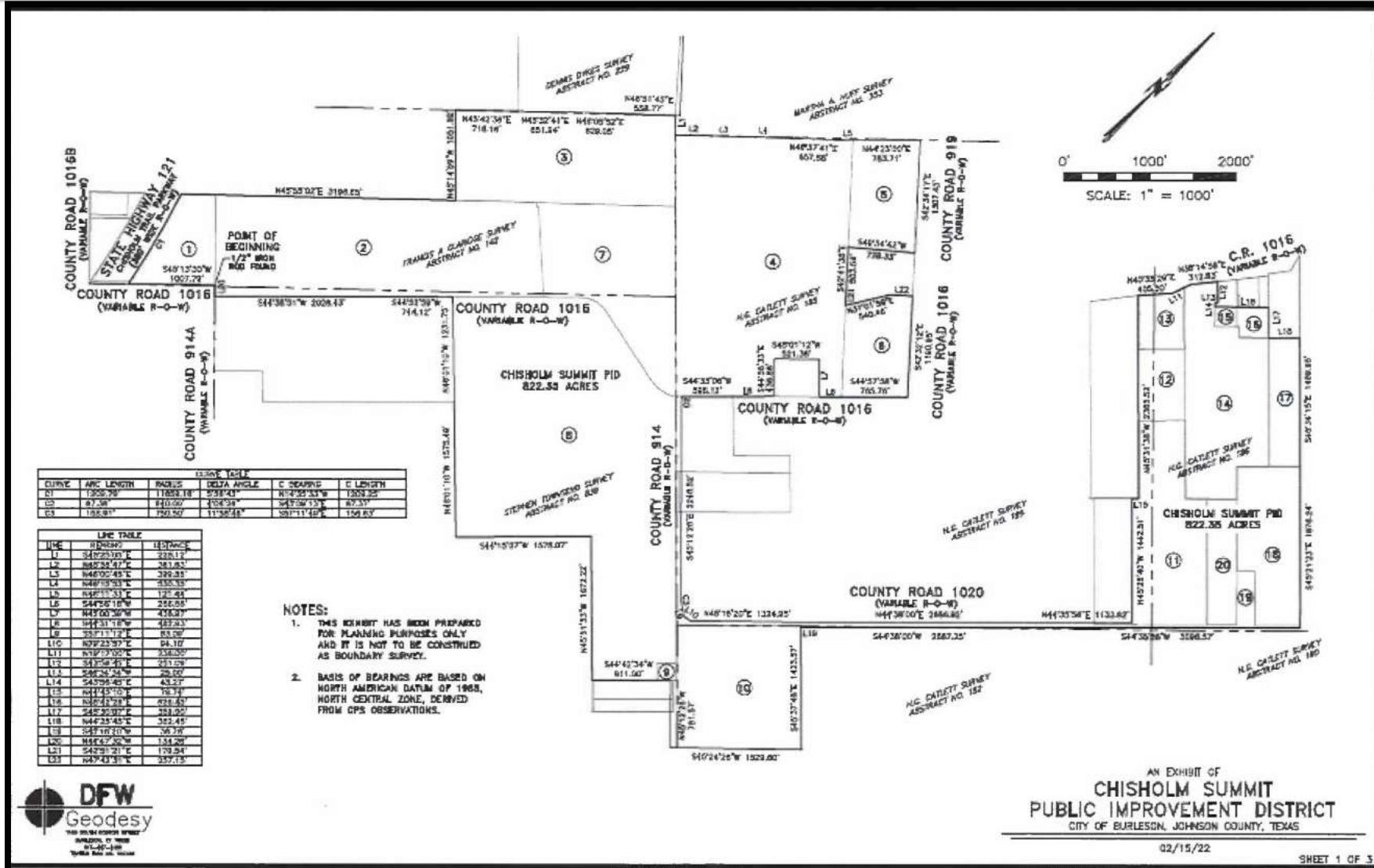
Chisholm Summit is an approximate 807-acre master-planned community contemplating 3,066 residential units, with a mix of single-family and townhome/senior living/ multifamily housing types. The other elements of the development are:

- 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”

SITE MAP



Chisholm Summit Property Depiction



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

02/15/22

SHEET 1 OF 3

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:

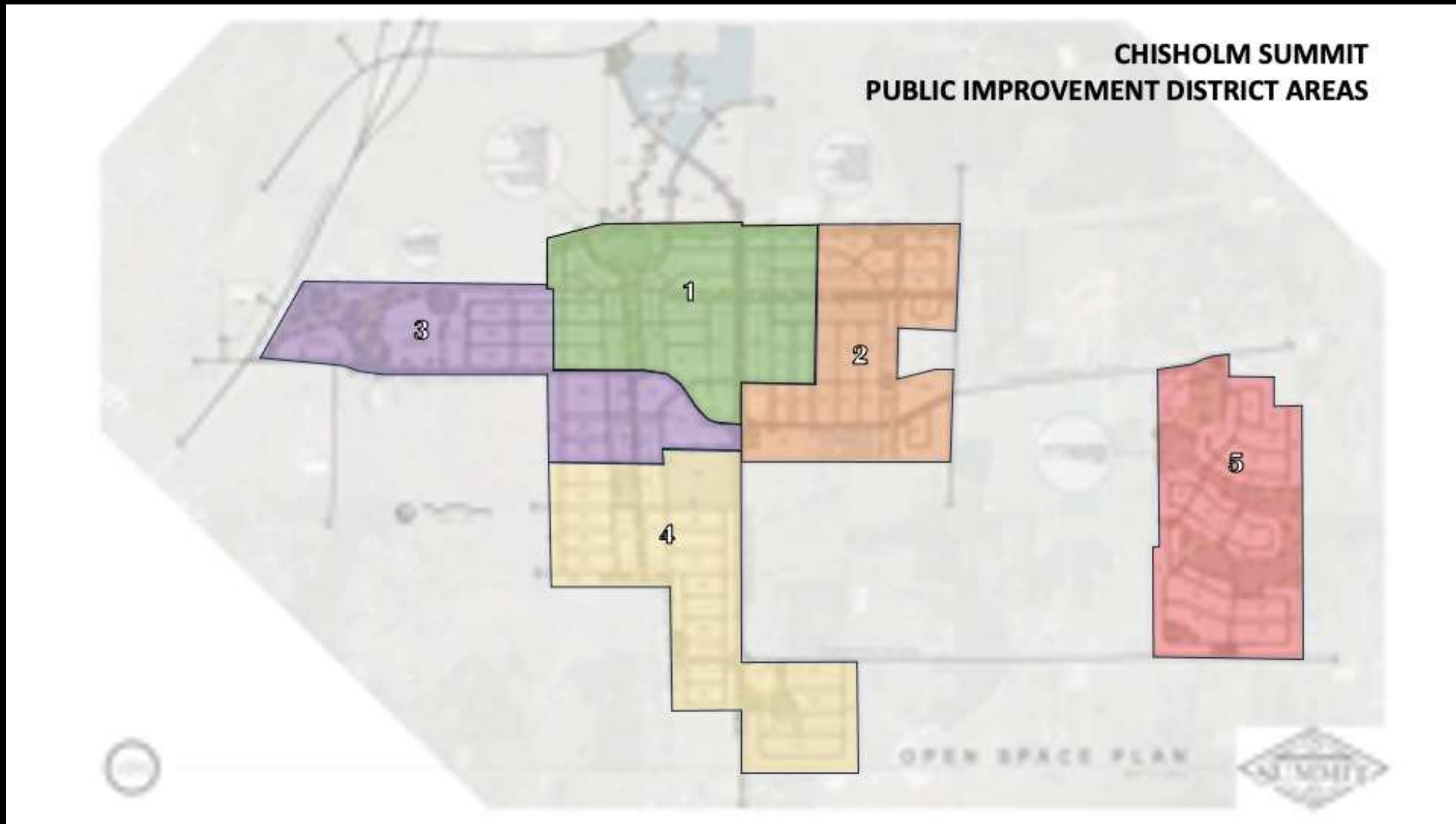
Major Improvements

- 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

- April 7, 2025 – Accept PID Petition and Call for Public Hearing
- May 5, 2025 – Public Hearing and Creation of the PID
- June 2, 2025 – Call for Assessment Hearing
- July 21, 2025 – First Reading of Bond Ordinance
- August 4, 2025 – Second Reading of Bond Ordinance

Requested Actions

- Adopt 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; and
- Set a public hearing date of May 5, 2025 for the creation of the Chisholm Summit PID; and
- Authorize staff to send notices of the public hearing to owners located within the boundary of proposed Chisholm Summit PID; and
- Authorize staff to post notice of the public hearing in a newspaper of general circulation.

**PETITION FOR THE CREATION OF
CHISHOLM SUMMIT PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF BURLESON, TEXAS**

The undersigned, Burleson Development, Inc., a Texas corporation; Alta Burl LP, a Texas limited partnership; R.A. Development, Ltd., a Texas limited partnership; B&G South Metro, LP, a Texas limited partnership; Rocky Bransom, an individual; Rocky W. Bransom and Angela Bransom, individuals; and Rocky W. Bransom Et Ux Angela, individuals (collectively, the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requests the City of Burleson, Texas (the "City"), to create a public improvement district, to be known as the "Chisholm Summit Public Improvement District" (the "District") to include property owned by the Petitioners and located entirely within the corporate limits of the City, as more particularly described in Exhibit A and depicted in Exhibit B (the "Property"). In support of this petition the Petitioners present the following:


Section 1. General Nature of the Proposed 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").

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost 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 \$115,000,000.00. The City will pay none of the costs of the proposed Authorized Improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The boundaries of the proposed District are proposed to include the Property as described in the attached Exhibit A and depicted on the attached Exhibit B.

PETITION FOR THE CREATION OF CHISHOLM SUMMIT PUBLIC IMPROVEMENT DISTRICT

Received by
City Secretary's Office

MAR 24 2025 

Section 4. Proposed Method of Assessments. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs 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 the City allows an assessment 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).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioners may also pay certain costs of the improvements from other funds available to the Petitioners.

Section 6. Management of the District. The Petitioners propose that the City manage the District with, at the option of the City, the assistance of consultants, who may, from time to time, advise the City regarding certain operations of the District.

Section 7. Petitioners Request Establishment of the District. The persons executing this Petition are duly authorized to do so, and the Petitioners request the establishment of the District.

Section 8. Advisory Board. The Petitioners propose that the District be established and managed without the creation of an advisory body. If an advisory board is created, the Petitioners request that a representative of the Petitioners be appointed to the advisory board.


Section 9. Standing of Petitioners. In compliance with the requirements of section 372.005(b), Texas Local Government Code, as determined by the current tax roll of the Johnson Central Appraisal District (the "Appraisal District"), the Petitioners are: (a) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the Appraisal District; and (b) record owners of real property liable for assessment under the proposal who: (i) constitute more than 50 percent of all record owners of property that is liable for assessment under this proposal; or (ii) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under this proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 24TH day of MARCH, 2025.

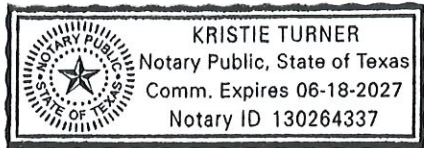
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BURLESON DEVELOPMENT, INC.,
a Texas corporation

By: 
Rocky W. Bransom, President

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

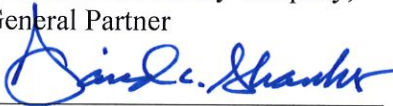
This instrument was acknowledged before me on the 19 day of March, 2025 by Rocky W. Bransom, President of Burleson Development, Inc., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

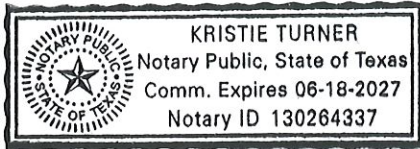
ALTA BURL LP,
a Texas limited partnership

By: Eyesight Ventures LLC,
a Texas limited liability company,
its General Partner

By: 
David C. Shanks, Manager

STATE OF TEXAS §
 §
COUNTY OF Johnson §

This instrument was acknowledged before me on the 19 day of March, 2025 by David C. Shanks, Manager of Eyesight Ventures LLC, a Texas limited liability company, General Partner of Alta Burl LP, a Texas limited partnership, on behalf of said limited partnership.



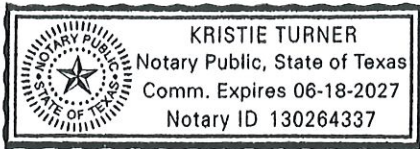

Notary Public, State of Texas

R.A. DEVELOPMENT, LTD.,
a Texas limited partnership

By: 
Rocky W. Bransom, President

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 19 day of March, 2025 by Rocky W. Bransom, President of R.A. Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.



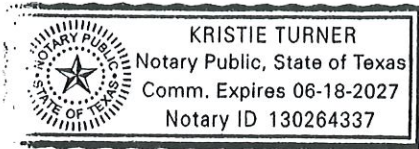

Notary Public, State of Texas

B&G SOUTH METRO, LP,
a Texas limited partnership

By: 
Rocky W. Bransom, Managing Member

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 19 day of March 2025 by Rocky W. Bransom, Managing Member of B&G South Metro, LP, a Texas limited partnership, on behalf of said limited partnership.



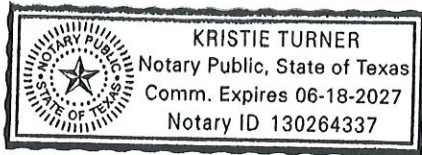

Notary Public, State of Texas

ROCKY W. BRANSOM,
an individual

By: 
Rocky W. Bransom

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §


This instrument was acknowledged before me on the 19 day of March, 2025
by Rocky W. Bransom, an individual.




Notary Public, State of Texas

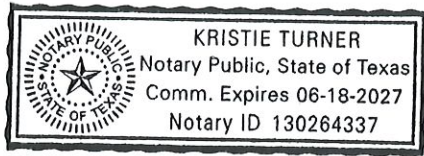
ROCKY W. AND ANGELA BRANSOM,
individuals


By: 
Rocky W. Bransom

By: 
Angela Bransom

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §


This instrument was acknowledged before me on the 19 day of March, 2025 by Rocky W. Bransom and Angela Bransom, individuals.




Notary Public, State of Texas

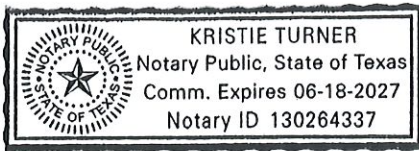
ROCKY W. BRANSOM ET UX ANGELA,
individuals

By: 
Rocky W. Bransom

By: 
Angela Bransom

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 19 day of March, 2025 by Rocky W. Bransom and Angela Bransom, individuals.





Notary Public, State of Texas

Exhibit A
Description of the Property

A TRACT OF LAND SITUATED IN THE FRANCIS A. CLARIDGE SURVEY, ABSTRACT NO. 142, THE H.G. CATLETT SURVEY, ABSTRACT NO. 182, THE H.G. CATLETT SURVEY, ABSTRACT NO. 185, THE H.G. CATLETT SURVEY, ABSTRACT NO. 186, AND IN THE STEPHEN TOWNSEND SURVEY, JOHNSON COUNTY, TEXAS, BEING ALL OF THE CERTAIN TRACTS OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 2 AND TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS, (D.R.J.C.T.), TOGETHER WITH A 62.131 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T., TOGETHER WITH A 53.344 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-22716, D.R.J.C.T. TOGETHER WITH A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., TOGETHER WITH A 22.770 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24940, D.R.J.C.T., TOGETHER WITH A 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24938, D.R.J.C.T., TOGETHER WITH A PORTION OF A 277.329 ACRE TRACT OF LAND DESCRIBED AS TRACT THREE AND CONVEYED TO THE JACKSON FAMILY TRUST D IN THAT DEED RECORDED IN INSTRUMENT NO. 2010-230, D.R.J.C.T., TOGETHER WITH A 1.000 ACRE TRACT OF LAND CONVEYED TO DAVID HUESTON ELSEA AND SARAH JO SMITH IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-30520, D.R.J.C.T., TOGETHER WITH A 47.589 ACRE TRACT OF LAND CONVEYED TO B & G SOUTH METRO, L.P., IN THAT DEED RECORDED IN INSTRUMENT NO. 2014-27652, D.R.J.C.T., TOGETHER WITH A 40.49 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM AND WIFE, ANGELA BRANSOM IN THAT DEED RECORDED IN VOLUME 3772, PAGE 254, D.R.J.C.T., TOGETHER WITH A 10.40 ACRE TRACT OF LAND CONVEYED TO ROCKY WAYNE BRANSOM AND WIFE, ANGELA JAN BRANSOM IN THAT DEED RECORDED IN VOLUME 2836, PAGE 787, D.R.J.C.T., TOGETHER WITH A 8.00 ACRE TRACT OF LAND CONVEYED TO ROCKY WAYNE BRANSOM AND WIFE, ANGELA JAN BRANSOM IN THAT DEED RECORDED IN VOLUME 2836, PAGE 782, D.R.J.C.T., TOGETHER WITH A 45.148 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM IN THAT DEED RECORDED IN VOLUME 3027, PAGE 143, D.R.J.C.T., TOGETHER WITH A PORTION OF A 3.011 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM AND WIFE, ANGELA BRANSOM IN THAT DEED RECORDED IN VOLUME 3689, PAGE 742, D.R.J.C.T., TOGETHER WITH A PORTION OF A 5.95 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM AND SPOUSE, ANGELA BRANSOM IN THAT DEED RECORDED INSTRUMENT NO. 2018-856, D.R.J.C.T., TOGETHER WITH A 12.425 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM AND SPOUSE, ANGELA BRANSOM IN THAT DEED RECORDED INSTRUMENT NO. 2016-30419, D.R.J.C.T., TOGETHER WITH THOSE TRACTS OF LAND DESCRIBED AS TRACT 1 AND TRACT 2 AND CONVEYED TO ROCKY BRANSOM AND WIFE, ANGELA BRANSOM IN THAT DEED RECORDED VOLUME 4430, PAGE 971, D.R.J.C.T., TOGETHER WITH A 3.000 ACRE TRACT OF LAND CONVEYED TO R.A. DEVELOPMENT, LTD., IN THAT DEED RECORDED VOLUME 4375, PAGE 401, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTHWESTERLY LINE OF SAID TRACT 3 FOR THE MOST EASTERLY CORNER OF FIRST SAID TRACT 2 AND FOR THE MOST NORTHERLY CORNER OF LOT 6 OF WHISPERING MEADOWS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 45°13'30" W ALONG THE SOUTHEASTERLY LINE OF SAID TRACT 2 AND THE NORTHWESTERLY LINE OF SAID WHISPERING MEADOWS, AND ALONG COUNTY ROAD 1016 (VARIABLE R-O-W), A DISTANCE OF 1007.79 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (380' WIDE R-O-W) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 11659.16 FEET, WHOSE LONG CHORD BEARS N 14°35'33" W, 1209.25 FEET;

THENCE LEAVING SAID COMMON LINE ALONG SAID NON-TANGENT CURVE TO THE LEFT

THROUGH A CENTRAL ANGLE OF 5°56'43", AN ARC LENGTH OF 1209.79 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE MOST WESTERLY CORNER OF SAID TRACT 2;

THENCE N 45°55'02" E ALONG THE NORTHWESTERLY LINE OF SAID TRACTS 2 AND 3, A DISTANCE OF 3196.85 FEET TO A 3/4" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF A 62.131 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 45°14'59" W ALONG THE SOUTHWESTERLY LINE OF SAID 62.131 ACRE TRACT, A DISTANCE OF 1051.92 FEET TO A 3/4" ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 62.131 ACRE TRACT;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 62.131 ACRE TRACT THROUGH THE FOLLOWING FOUR COURSES;

N 45°42'36" E, A DISTANCE OF 718.16 FEET TO A 1/2" IRON ROD FOUND;

N 45°32'41" E, A DISTANCE OF 651.94 FEET TO A 1/2" IRON ROD FOUND;

N 45°05'52" E, A DISTANCE OF 629.05 FEET TO A 1/2" IRON ROD FOUND;

N 46°51'45" E, A DISTANCE OF 558.77 FEET TO A 3" STEEL FENCE POST FOUND FOR THE MOST NORTHERLY CORNER OF SAID 62.131 ACRE TRACT;

THENCE S 45°25'05" E ALONG THE NORTHEASTERLY LINE OF SAID 62.131 ACRE TRACT, A DISTANCE OF 228.12 FEET TO A FENCE POST FOUND FOR THE MOST WESTERLY CORNER OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 133.323 ACRE TRACT THROUGH THE FOLLOWING FIVE COURSES;

N 45°58'47" E, A DISTANCE OF 361.63 FEET TO A 1/2" IRON ROD FOUND;

N 46°00'45" E, A DISTANCE OF 399.86 FEET TO A 1/2" IRON ROD FOUND;

N 46°15'53" E, A DISTANCE OF 530.35 FEET TO A 1/2" IRON ROD FOUND;

N 46°37'41" E, A DISTANCE OF 657.88 FEET TO A 1/2" IRON ROD FOUND;

N 46°11'33" E, A DISTANCE OF 121.44 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF A 22.770 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 44°23'00" E ALONG THE NORTHWESTERLY LINE OF SAID 22.770 ACRE TRACT, A DISTANCE OF 783.71 FEET TO A 1/2" IRON ROD FOUND IN COUNTY ROAD 919 (VARIABLE R-O-W) FOR THE MOST NORTHERLY CORNER OF SAID 22.770 ACRE TRACT;

THENCE S 42°34'17" E ALONG SAID COUNTY ROAD AND THE NORTHEASTERLY LINE OF SAID 22.770 ACRE TRACT, A DISTANCE OF 1307.43 FEET TO A MAG NAIL FOUND FOR THE MOST EASTERLY CORNER OF SAID 22.770 ACRE TRACT AND THE MOST NORTHERLY CORNER OF A 10.00 ACRE TRACT OF LAND CONVEYED TO ODY SHELLEY AND ASHLEY SHELLEY IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-18744, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 49°34'42" W ALONG THE SOUTHEASTERLY LINE OF SAID 22.770 ACRE TRACT, A DISTANCE OF 778.33 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY LINE OF SAID 133.323 ACRE TRACT FOR THE MOST SOUTHERLY CORNER OF SAID 22.770 ACRE TRACT;

THENCE S 42°41'38" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 503.54 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544";

THENCE S 42°51'21" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 179.54 FEET TO A 1/2" IRON ROD FOUND A 1/2 INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF A 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24938, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 31°01'59" E ALONG THE NORTHWESTERLY LINE OF SAID 20.503 ACRE TRACT, A DISTANCE OF 540.46 FEET TO A STEEL FENCE POST FOUND;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE N 47°42'31" E, A DISTANCE OF 257.15 FEET TO A MAG NAIL FOUND IN COUNTY ROAD 1016 (VARIABLE R-O-W) FOR THE MOST NORTHERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE ALONG SAID COUNTY ROAD AND ALONG THE NORTHEASTERLY LINE OF SAID 20.503 ACRE TRACT

S 42°32'12" E, A DISTANCE OF 1190.95 FEET TO A 1/2 INCH IRON ROD FOUND AT THE MOST EASTERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE S 44°57'58" W CONTINUING ALONG SAID COUNTY ROAD 1016 AND THE SOUTHEASTERLY LINE OF SAID 20.503 ACRE TRACT, A DISTANCE OF 765.76 FEET TO A MAG NAIL FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 20.503 ACRE TRACT AND THE MOST EASTERLY CORNER OF SAID 133.323 ACRE TRACT;

THENCE S 44°56'18" W ALONG THE SOUTHEASTERLY LINE OF SAID 133.323 ACRE TRACT AND ALONG SAID COUNTY ROAD, A DISTANCE OF 266.56 FEET TO A PK NAIL FOUND FOR THE MOST EASTERLY CORNER OF A TRACT OF LAND CONVEYED TO REECE PRAIRIE BAPTIST IN THAT DEED RECORDED IN VOLUME 1467, PAGE 105, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 45°00'39" W LEAVING SAID COUNTY ROAD 1016, A DISTANCE OF 436.97 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 45°01'12" W, A DISTANCE OF 521.38 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 44°58'33" E, A DISTANCE OF 436.86 FEET TO A PK NAIL FOUND IN SAID COUNTY ROAD 1016;

THENCE S 44°31'18" W CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD, A DISTANCE OF 482.93 FEET TO A COTTON SPINDLE FOUND;

THENCE S 44°33'06" W CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD, A DISTANCE OF 598.12 FEET TO A POINT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 940.00 FEET, WHOSE LONG CHORD BEARS S 43°09'13" E, 67.37 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°06'26", AN ARC LENGTH OF 67.38 FEET TO A POINT;

THENCE S 45°12'26" E PARALLEL TO THE APPROXIMATE ASPHALT CENTERLINE OF COUNTY ROAD 914 (VARIABLE R-O-W), A DISTANCE OF 2248.52 FEET TO A POINT AND THE BEGINNING OF A

TANGENT CURVE TO THE LEFT WITH A RADIUS OF 750.50 FEET, WHOSE LONG CHORD BEARS S 51°11'49" E, 156.63 FEET;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°58'46", AN ARC LENGTH OF 156.91 FEET TO A POINT;

THENCE S 57°11'12" E, A DISTANCE OF 83.09 FEET TO A POINT;

THENCE N 79°23'57" E, A DISTANCE OF 94.10 FEET TO A POINT;

THENCE PARALLEL TO THE APPROXIMATE ASPHALT CENTERLINE OF COUNTY ROAD 1020 (VARIABLE R-O-W) THROUGH THE FOLLOWING THREE COURSES;

N 45°16'20" E, A DISTANCE OF 1324.95 FEET TO A POINT;

N 44°38'00" E, A DISTANCE OF 2686.92 FEET TO A POINT;

N 44°35'56" E, A DISTANCE OF 1132.62 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF A 40.49 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM AND WIFE, ANGELA BRANSOM IN THAT DEED RECORDED IN VOLUME 3772, PAGE 254, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 45°26'40" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 1442.51 FEET TO A 60D FOUND;

THENCE N 44°45'10" E, A DISTANCE OF 79.74 FEET TO A POINT;

THENCE N 45°31'38" W CONTINUING ALONG SAID SOUTHWESTERLY LINE, THE SOUTHWESTERLY LINE OF A 10.40 ACRE TRACT OF LAND CONVEYED TO ROCKY WAYNE BRANSOM AND WIFE, ANGELA JAN BRANSOM IN THAT DEED RECORDED IN VOLUME 2836, PAGE 787, DEED RECORDS, JOHNSON COUNTY, TEXAS AND ALONG THE SOUTHWESTERLY LINE OF A 8.00 ACRE TRACT OF LAND CONVEYED TO ROCKY WAYNE BRANSOM AND WIFE, ANGELA JAN BRANSOM IN THAT DEED RECORDED IN VOLUME 2836, PAGE 782, DEED RECORDS, JOHNSON COUNTY, TEXAS, A DISTANCE OF 2365.52 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 1016 (VARIABLE R-O-W) FOR THE MOST WESTERLY CORNER OF SAID 8.00 ACRE TRACT;

THENCE N 40°35'29" E ALONG SAID RIGHT-OF-WAY LINE AND THE NORTHWESTERLY LINE OF SAID 8.00 ACRE TRACT, A DISTANCE OF 405.50 FEET TO A POINT;

THENCE N 19°17'00" E CONTINUING ALONG SAID NORTHWESTERLY LINE AND THE NORTHWESTERLY LINE OF A 45.148 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM IN THAT DEED RECORDED IN VOLUME 3027, PAGE 143, DEED RECORDS, JOHNSON COUNTY, TEXAS, A DISTANCE OF 238.00 FEET TO A POINT;

THENCE N 38°14'58" E CONTINUING ALONG SAID NORTHWESTERLY LINE AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 312.83 FEET TO A POINT FOR THE MOST NORTHERLY CORNER OF SAID 45.147 ACRE TRACT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE S 43°56'45" E ALONG THE NORTHEASTERLY LINE OF SAID 45.147 ACRE TRACT, A DISTANCE OF 251.09 FEET TO A POINT;

THENCE S 46°34'34" W, A DISTANCE OF 25.00 FEET TO A POINT;

THENCE S 43°56'45" E, A DISTANCE OF 43.27 FEET TO A POINT FOR THE MOST SOUTHERLY CORNER OF A 1.639 ACRE TRACT OF LAND CONVEYED TO DYLAN WAYNE BRANSOM, A MARRIED PERSON IN THAT DEED RECORDED IN INSTRUMENT NO. 2015-9125, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE LEAVING SAID NORTHEASTERLY LINE N 45°42'26" E ALONG THE SOUTHEASTERLY LINE OF SAID 1.639 ACRE TRACT AND ALONG THE SOUTHEASTERLY LINE OF A 1.887 ACRE TRACT OF LAND CONVEYED TO KAGEN ELENBURG AND SPOUSE, BREANNE ELENBURG IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-17640, DEED RECORDS, JOHNSON COUNTY, TEXAS, A DISTANCE OF 626.45 FEET TO A POINT IN THE NORTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO ROCKY BRANSOM AND SPOUSE, ANGELA BRANSOM IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-856, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 45°30'07" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 359.90 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE MOST WESTERLY CORNER OF A 12.425 ACRE TRACT OF LAND CONVEYED TO ROCKY BRANSOM AND SPOUSE, ANGELA BRANSOM IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-30419, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE LEAVING SAID NORTHEASTERLY LINE N 44°25'45" E ALONG THE NORTHWESTERLY LINE OF SAID 12.425 ACRE TRACT, A DISTANCE OF 362.45 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE MOST NORTHERLY CORNER OF SAID 12.425 ACRE TRACT;

THENCE S 45°34'15" E ALONG THE NORTHEASTERLY LINE OF SAID 12.425 ACRE TRACT, A DISTANCE OF 1489.95 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF SAID 12.425 ACRE TRACT AND FOR THE MOST NORTHERLY CORNER OF A 28.376 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND CONVEYED TO ROCKY BRANSOM AND SPOUSE, ANGELA BRANSOM IN THAT DEED RECORDED IN VOLUME 4430, PAGE 917, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 45°21'23" E ALONG THE NORTHEASTERLY LINE OF SAID 28.376 ACRE TRACT, A DISTANCE OF 1878.24 FEET TO A POINT IN SAID COUNTY ROAD 1020 (VARIABLE R-O-W);

THENCE PARALLEL TO THE APPROXIMATE ASPHALT CENTERLINE OF COUNTY ROAD 1020 (VARIABLE R-O-W) THROUGH THE FOLLOWING THREE COURSES;

S 44°35'56" W, A DISTANCE OF 3096.57 FEET TO A POINT;

S 44°38'00" W, A DISTANCE OF 2687.25 FEET TO A POINT;

S 45°16'20" W, A DISTANCE OF 36.78 FEET TO A POINT IN THE NORTHEASTERLY LINE OF A 47.589 ACRE TRACT OF LAND CONVEYED TO B & G SOUTH METRO, L.P., IN THAT DEED RECORDED IN INSTRUMENT NO. 2014-27652, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 45°37'48" E ALONG THE NORTHEASTERLY LINE OF SAID 47.589 ACRE TRACT, A DISTANCE OF 1423.57 FEET TO A FENCE POST FOUND FOR THE MOST EASTERLY CORNER OF SAID 47.589 ACRE TRACT;

THENCE S 45°24'26" W ALONG THE SOUTHEASTERLY LINE OF SAID 47.589 ACRE TRACT, A DISTANCE OF 1529.60 FEET TO A POINT;

THENCE N 45°12'26" W PARALLEL TO THE APPROXIMATE ASPHALT CENTERLINE OF COUNTY ROAD 914 (VARIABLE R-O-W), A DISTANCE OF 781.57 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF A 1.000 ACRE TRACT OF LAND CONVEYED TO DAVID HUESTON ELSEA AND SARAH JO

SMITH IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-30520, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND IN THE NORTHWESTERLY LINE OF LOT 1, BLOCK 1, JOWELL ESTATES, ACCORDING TO THAT PLAT RECORDED IN INSTRUMENT NO. 2021-70, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 44°42'34" W ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE, A DISTANCE OF 911.00 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF A 277.329 ACRE TRACT OF LAND DESCRIBED AS TRACT THREE AND CONVEYED TO THE JACKSON FAMILY TRUST D IN THAT DEED RECORDED IN INSTRUMENT NO. 2010-230, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 45°51'33" W ALONG THE SOUTHWESTERLY LINE OF SAID 277.329 ACRE TRACT, A DISTANCE OF 1672.22 FEET TO A 1/2" IRON ROD FOUND FOR AN ELL CORNER IN SAID SOUTHWESTERLY LINE;

THENCE S 44°15'27" W, A DISTANCE OF 1578.07 FEET TO A CONCRETE MONUMENT FOUND;

THENCE N 46°01'10" W, A DISTANCE OF 1575.49 FEET TO A CONCRETE MONUMENT FOUND;

THENCE LEAVING SAID SOUTHWESTERLY LINE N 46°01'10" W, A DISTANCE OF 1231.75 FEET TO A POINT IN COUNTY ROAD 1016 (VARIABLE R-O-W) AND IN THE SOUTHEASTERLY LINE OF SAID TRACT DESCRIBED AS TRACT 3 AND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS;

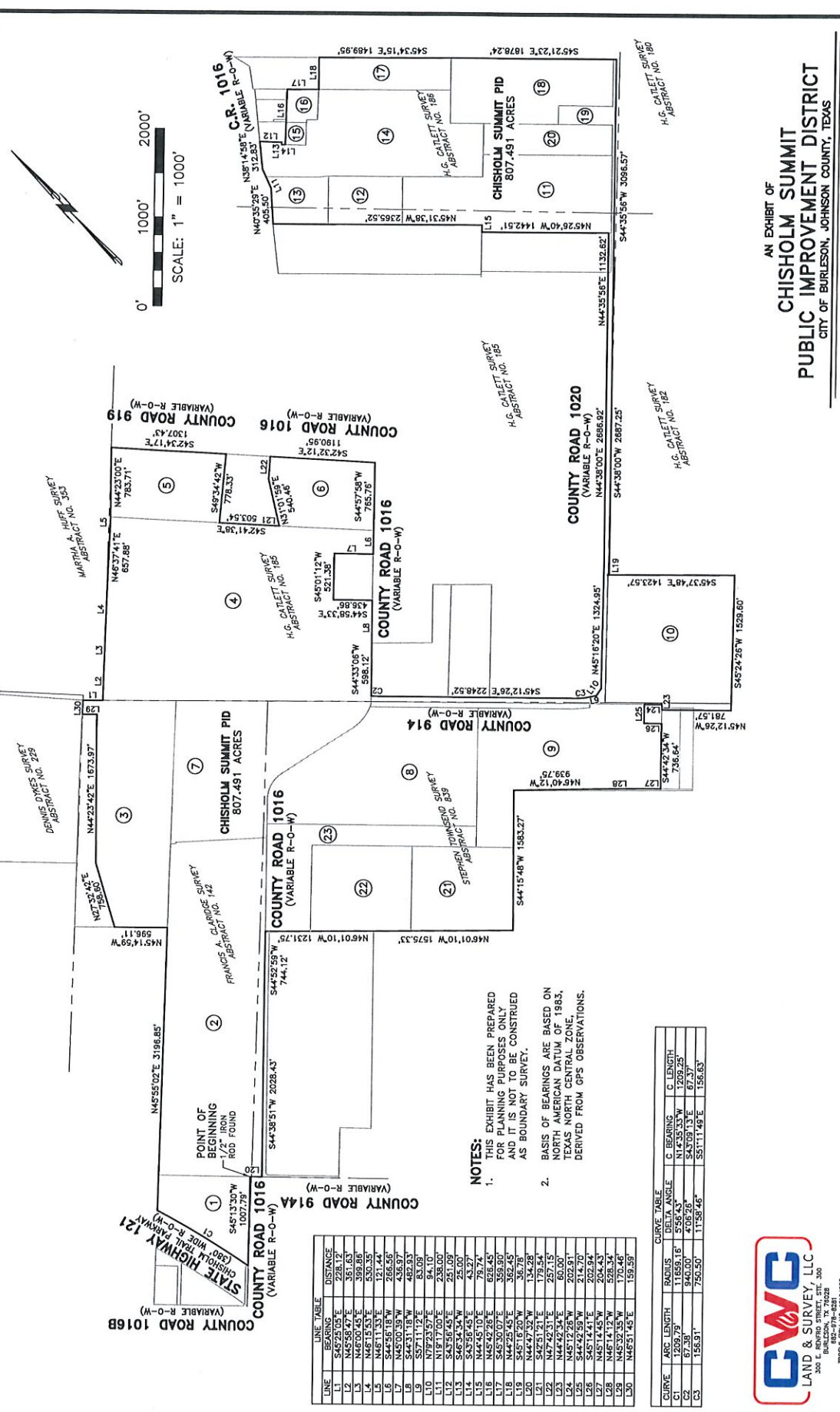
THENCE ALONG SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD THROUGH THE FOLLOWING TWO COURSES;

S 44°52'59" W, A DISTANCE OF 744.12 FEET TO A COTTON SPINDLE FOUND;

S 44°38'51" W, A DISTANCE OF 2028.43 FEET TO A COTTON SPINDLE FOUND FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 3;

THENCE N 44°47'32" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 134.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 822.35 ACRES OF LAND, MORE OR LESS.

Exhibit B
Depiction of the Property



LINE	BEARING	DISTANCE
L1	S45°25'03"E	228.12'
L2	N45°58'47"E	351.63'
L3	N46°00'45"E	359.86'
L4	N45°15'33"E	530.35'
L5	S44°56'18"W	364.54'
L6	N45°00'39"W	436.97'
L7	S44°31'18"W	482.93'
L8	S57°11'22"E	83.08'
L9	N72°23'57"E	84.10'
L10	S43°56'45"E	261.00'
L11	S43°56'45"E	25.00'
L12	S43°56'45"E	43.27'
L13	N44°51'09"E	79.74'
L14	S45°25'03"E	326.45'
L15	N44°25'45"E	362.45'
L16	N44°25'45"E	362.45'
L17	S45°25'03"E	326.45'
L18	N44°25'45"E	362.45'
L19	S45°16'20"W	1324.95'
L20	N44°47'32"W	134.28'
L21	S45°25'03"E	326.45'
L22	S45°25'03"E	326.45'
L23	N44°42'34"E	60.00'
L24	N45°12'26"W	202.91'
L25	S44°42'59"W	214.70'
L26	S45°14'41"E	202.94'
L27	N45°14'41"E	202.94'
L28	N45°32'35"W	170.46'
L29	N45°32'35"W	170.46'
L30	N46°51'45"E	159.59'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	C BEARING	C LENGTH
C1	1209.79'	11659.16'	5°55'43"	N14°35'53"W	1209.25'
C2	67.28'	940.00'	4°08'26"	S44°09'13"E	67.37'
C3	158.91'	750.50'	11°58'46"	S51°11'49"E	156.63'

NOTES:
 1. THIS EXHIBIT HAS BEEN PREPARED FOR SURVEY PURPOSES ONLY AND IT IS NOT TO BE CONSTRUED AS BOUNDARY SURVEY.
 2. BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.



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

PROPERTY OWNERSHIP TABLE

TRACT #	PROPERTY OWNER & DEED INFO.
1	TRACT 2 BURLSON DEVELOPMENT, INC. INST. NO. 2017-18780 D.R.J.C.T. CALLED 16,573 ACRES
2	TRACT 3 BURLSON DEVELOPMENT, INC. INST. NO. 2016-18780 D.R.J.C.T. CALLED 38,734 ACRES
3	BURLSON DEVELOPMENT, INC. INST. NO. 2017-24891 D.R.J.C.T. CALLED 62,131 ACRES
4	ALTA BURL LP INST. NO. 2017-24915 D.R.J.C.T. CALLED 16,525 ACRES
5	BURLSON DEVELOPMENT, INC. INST. NO. 2017-24940 D.R.J.C.T. CALLED 22,770 ACRES
6	ALTA BURL LP INST. NO. 2017-24938 D.R.J.C.T. CALLED 20,593 ACRES
7	BURLSON DEVELOPMENT, INC. INST. NO. 2017-22716 D.R.J.C.T. CALLED 53,344 ACRES
8	R.A. DEVELOPMENT, LTD. INST. NO. 2022-12349 D.R.J.C.T. CALLED 59,708 ACRES
9	TRACTS 1 ALTA BURL LP INST. NO. 2022-25994 D.R.J.C.T. CALLED 30,000 ACRES
10	B & G SOUTH METRO, LP INST. NO. 2014-27652 D.R.J.C.T. CALLED 47,589 ACRES
11	ROCKY BRANSON AND WIFE, ANGELA JAN BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 40.49 ACRES
12	ROCKY WAYNE BRANSON AND WIFE, ANGELA JAN BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 10.400 ACRES
13	ROCKY WAYNE BRANSON AND WIFE, ANGELA JAN BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 8.000 ACRES
14	ROCKY BRANSON AND WIFE, ANGELA JAN BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 45,148 ACRES
15	A PORTION OF ROCKY BRANSON AND WIFE, ANGELA BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 3,011 ACRES
16	A PORTION OF ROCKY BRANSON AND SPOUSE, ANGELA BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 5.95 ACRES
17	ROCKY BRANSON AND SPOUSE, ANGELA BRANSON INST. NO. 2016-30419 D.R.J.C.T. CALLED 12,423 ACRES
18	TRACT 1 AND WIFE, ANGELA BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 28,376 ACRES
19	R.A. DEVELOPMENT, LTD. INST. NO. 2022-12349 D.R.J.C.T. CALLED 3,000 ACRES
20	TRACT 2 ROCKY BRANSON AND WIFE, ANGELA BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 11,642 ACRES
21	TRACT 2 ALTA BURL LP INST. NO. 2022-25994 D.R.J.C.T. CALLED 25,000 ACRES
22	R.A. DEVELOPMENT, LTD. INST. NO. 2022-12349 D.R.J.C.T. CALLED 25,000 ACRES
23	R.A. DEVELOPMENT, LTD. INST. NO. 2022-42654 D.R.J.C.T. CALLED 24,948 ACRES

PROPERTY OWNERSHIP TABLE

TRACT #	PROPERTY OWNER & DEED INFO.
1	TRACT 2 BURLSON DEVELOPMENT, INC. INST. NO. 2016-18780 D.R.J.C.T. CALLED 16,573 ACRES
2	TRACT 3 BURLSON DEVELOPMENT, INC. INST. NO. 2016-18780 D.R.J.C.T. CALLED 38,734 ACRES
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9	TRACTS 1 ALTA BURL LP INST. NO. 2022-25994 D.R.J.C.T. CALLED 30,000 ACRES
10	B & G SOUTH METRO, LP INST. NO. 2014-27652 D.R.J.C.T. CALLED 47,589 ACRES
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12	ROCKY WAYNE BRANSON AND WIFE, ANGELA JAN BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 10.400 ACRES
13	ROCKY WAYNE BRANSON AND WIFE, ANGELA JAN BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 8.000 ACRES
14	ROCKY BRANSON AND WIFE, ANGELA JAN BRANSON INST. NO. 2022-12349 D.R.J.C.T. CALLED 45,148 ACRES

THENCE N 45°11'07" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 2 AND THE SOUTHWESTERLY LINE OF THAT BEING CONVEYED TO R.A. DEVELOPMENT, LTD., IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-42654, D.R.J.C.T., A DISTANCE OF 1576.33 FEET TO A CONCRETE MONUMENT FOUND;

THENCE N 45°11'07" W ALONG THE SOUTHWESTERLY LINE OF SAID 25,000 ACRE TRACT AND THE SOUTHWESTERLY LINE OF SAID TRACT 2 AND THE SOUTHWESTERLY LINE OF THAT BEING CONVEYED TO R.A. DEVELOPMENT, LTD., IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-42654, D.R.J.C.T., A DISTANCE OF 1231.75 FEET TO A COTTON SPINDLE FOUND IN COUNTY ROAD 1018

THENCE S 45°37'48" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT DESCRIBED AS TRACT 3 AND CONVEYED TO B & G SOUTH METRO, LP., IN THAT DEED RECORDED IN INSTRUMENT NO. 2014-27652, DEED RECORDS, JOHNSON COUNTY, TEXAS, ALSO BEING THE MOST WESTERLY CORNER OF SAID 24,420 ACRE TRACT;

THENCE ALONG SAID SOUTHWESTERLY LINE AND SAID COUNTY ROAD THROUGH THE FOLLOWING TWO COURSES;

S 44°52'59" W, A DISTANCE OF 744.12 FEET TO A COTTON SPINDLE FOUND;

S 44°38'51" W, A DISTANCE OF 2028.43 FEET TO A COTTON SPINDLE FOUND FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 3;

THENCE N 46°27'20" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 134.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 807.491 ACRES OF LAND, MORE OR LESS.

THENCE N 44°42'34" E ALONG SAID SOUTHWESTERLY LINE AND SAID NORTHWESTERLY LINE OF SAID ELSA AND SMITH TRACT, A DISTANCE OF 202.81 FEET TO A COTTON SPINDLE FOUND FOR THE MOST NORTHERLY CORNER OF SAID ELSA AND SMITH TRACT AND FOR THE MOST WESTERLY CORNER OF SAID ELSA AND SMITH TRACT AND CONVEYED TO ALTA BURL LP AND DESCRIBED AS TRACT 1 IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-25994, D.R.J.C.T.;

THENCE LEAVING SAID COUNTY ROAD S 44°42'59" W ALONG THE NORTHWESTERLY LINE OF SAID ELSA AND SMITH TRACT AND ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 1, A DISTANCE OF 214.70 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID ELSA AND SMITH TRACT;

THENCE S 45°14'41" E ALONG THE SOUTHWESTERLY LINE OF SAID ELSA AND SMITH TRACT, A DISTANCE OF 202.84 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544" FOR THE MOST WESTERLY CORNER OF SAID TRACT 1;

THENCE S 44°42'34" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 1 AND ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 736.54 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544" FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 1;

THENCE LEAVING SAID NORTHWESTERLY LINE S 45°14'49" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 1, A DISTANCE OF 204.43 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544";

THENCE N 45°14'12" W, A DISTANCE OF 528.34 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544";

THENCE N 46°40'12" W, A DISTANCE OF 938.75 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544" FOR AN ELL CORNER IN SAID SOUTHWESTERLY LINE;

THENCE S 44°15'48" W ALONG SAID SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ALTA BURL LP, D.R.J.C.T., A DISTANCE OF 1533.27 FEET TO A CONCRETE MONUMENT FOUND FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 2;

THENCE S 45°21'23" E ALONG THE NORTHEASTERLY LINE OF SAID 28,376 ACRE TRACT, A DISTANCE OF 1878.24 FEET TO A POINT IN SAID COUNTY ROAD 1020 (VARIABLE R-0-W);

THENCE PARALLEL TO THE APPROXIMATE ASPHALT CENTERLINE OF COUNTY ROAD 1020 (VARIABLE R-0-W) THROUGH THE FOLLOWING THREE COURSES;

S 44°35'56" W, A DISTANCE OF 3096.57 FEET TO A POINT;

S 44°38'00" W, A DISTANCE OF 2887.25 FEET TO A POINT;

S 45°16'20" W, A DISTANCE OF 36.78 FEET TO A POINT IN THE NORTHEASTERLY LINE OF A 47,589 ACRE TRACT OF LAND CONVEYED TO B & G SOUTH METRO, LP., IN THAT DEED RECORDED IN INSTRUMENT NO. 2014-27652, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 45°37'48" E ALONG THE NORTHEASTERLY LINE OF SAID 47,589 ACRE TRACT, A DISTANCE OF 1423.57 FEET TO A FENCE POST FOUND FOR THE MOST EASTERLY CORNER OF SAID 47,589 ACRE TRACT;

THENCE S 45°37'28" W ALONG THE SOUTHWESTERLY LINE OF SAID 47,589 ACRE TRACT, A DISTANCE OF 1528.90 FEET TO A POINT;

THENCE N 45°12'25" W PARALLEL TO THE APPROXIMATE ASPHALT CENTERLINE OF COUNTY ROAD 914 (VARIABLE R-0-W), A DISTANCE OF 781.57 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF A 1,000 ACRE TRACT OF LAND CONVEYED TO DAVID HUESTON ELSA AND SARAH JO SMITH, INST. NO. 2019-30520, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND IN THE NORTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 1028.11 FEET TO THAT PLAT RECORDED IN INSTRUMENT NO. 2021-70, PLAT RECORD, JOHNSON COUNTY, TEXAS;

THENCE N 44°42'34" E ALONG SAID SOUTHWESTERLY LINE AND SAID NORTHWESTERLY LINE, A DISTANCE OF 60.00 FEET TO A COTTON SPINDLE FOUND IN COUNTY ROAD 914 (VARIABLE R-0-W) FOR THE MOST EASTERLY CORNER OF SAID ELSE AND SMITH TRACT;

THENCE N 45°12'25" W ALONG SAID COUNTY ROAD AND ALONG THE NORTHWESTERLY LINE OF SAID ELSA AND SMITH TRACT, A DISTANCE OF 202.81 FEET TO A COTTON SPINDLE FOUND FOR THE MOST NORTHERLY CORNER OF SAID ELSA AND SMITH TRACT AND FOR THE MOST WESTERLY CORNER OF SAID ELSA AND SMITH TRACT AND CONVEYED TO ALTA BURL LP AND DESCRIBED AS TRACT 1 IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-25994, D.R.J.C.T.;

THENCE LEAVING SAID COUNTY ROAD S 44°42'59" W ALONG THE NORTHWESTERLY LINE OF SAID ELSA AND SMITH TRACT AND ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 1, A DISTANCE OF 214.70 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID ELSA AND SMITH TRACT;

THENCE S 45°14'41" E ALONG THE SOUTHWESTERLY LINE OF SAID ELSA AND SMITH TRACT, A DISTANCE OF 202.84 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544" FOR THE MOST WESTERLY CORNER OF SAID TRACT 1;

THENCE S 44°42'34" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 1 AND ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 736.54 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544" FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 1;

THENCE LEAVING SAID NORTHWESTERLY LINE S 45°14'49" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 1, A DISTANCE OF 204.43 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544";

THENCE N 45°14'12" W, A DISTANCE OF 528.34 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544";

THENCE N 46°40'12" W, A DISTANCE OF 938.75 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPL'S 5544" FOR AN ELL CORNER IN SAID SOUTHWESTERLY LINE;

THENCE S 44°15'48" W ALONG SAID SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ALTA BURL LP, D.R.J.C.T., A DISTANCE OF 1533.27 FEET TO A CONCRETE MONUMENT FOUND FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 2;



AN EXHIBIT OF
CHISHOLM SUMMIT
PUBLIC IMPROVEMENT DISTRICT
CITY OF BURLSON, JOHNSON COUNTY, TEXAS

02/03/25
SHEET 3 OF 3

CWC JOB NUMBER 20240007-02

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING FOR FILING A LANDOWNER PETITION REQUESTING THE CREATION OF CHISHOLM SUMMIT PUBLIC IMPROVEMENT DISTRICT; CALLING A PUBLIC HEARING TO CONSIDER THE CREATION OF THE PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING AND DIRECTING THAT NOTICES OF THE PUBLIC HEARING BE GIVEN AS REQUIRED BY LAW; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Chapter 372, Texas Local Government Code, as amended (the "Act"), authorizes the City of Burleson, Texas (the "City") to create public improvement districts within the corporate limits or the extraterritorial jurisdiction of the City; and

WHEREAS, a landowner petition, a copy of which is attached as Exhibit A (the "Petition"), was filed with the City Secretary of the City requesting the creation of the "Chisholm Summit Public Improvement District" (the "District") in accordance with the Act; and

WHEREAS, the City Council has determined that it is in the best interest of the City to accept the Petition and to call a public hearing (the "Public Hearing") at which the City Council will consider the adequacy of the Petition and hear public testimony regarding the feasibility and advisability of creating the proposed District.

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

Section 1. The recitals set forth in this Resolution are true and correct and are incorporated as part of this Resolution.

Section 2. City staff has reviewed the Petition and determined that the same complies with the requirements of the Act and the filing of the Petition is accepted and is available for public inspection.

Section 3. The City Council calls the Public Hearing to consider the adequacy of the Petition and to hear public testimony on the feasibility and advisability of creating the proposed District to be held beginning at or after 5:30 PM, on May 5, 2025, in the regular meeting place of the City Council in the City Hall Council Chambers located at 141 W. Renfro, Burleson, Texas 76028. Attached hereto as Exhibit B is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The Public Hearing may be adjourned from time to time.

Section 5. The City Secretary is hereby authorized and directed to give all notices of the Public Hearing as required by law, including notices required by the Texas Open Meetings Act and by the Act.

Section 6. The City Secretary shall cause the aforesaid notice, attached hereto as Exhibit B, to be published in a newspaper of general circulation in the City in which the District is to be located or in which the improvements are to be undertaken on or before April 18, 2025, which date is

before the fifteenth (15th) day before the scheduled date of the Public Hearing. The City Secretary is hereby authorized and directed to mail notice of the hearing regarding the creation of the District substantially in the form attached hereto as Exhibit B to the current address of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed District and to address such notices to the “Property Owner” on or before April 18, 2025, which date is before the fifteenth (15th) day before the scheduled date of the Public Hearing, as required and as provided by the provisions of Section 372.009(d) of the Act.

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 9. This Resolution shall become effective immediately from and after it is passed and approved.

PASSED, APPROVED, AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THIS 7TH DAY OF APRIL, 2025.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

(CITY SEAL)

Exhibit A to Resolution

**PETITION FOR THE CREATION OF
CHISHOLM SUMMIT PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF BURLESON, TEXAS**

The undersigned, Burleson Development, Inc., a Texas corporation; Alta Burl LP, a Texas limited partnership; R.A. Development, Ltd., a Texas limited partnership; B&G South Metro, LP, a Texas limited partnership; Rocky Bransom, an individual; Rocky W. Bransom and Angela Bransom, individuals; and Rocky W. Bransom Et Ux Angela, individuals (collectively, the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requests the City of Burleson, Texas (the "City"), to create a public improvement district, to be known as the "Chisholm Summit Public Improvement District" (the "District") to include property owned by the Petitioners and located entirely within the corporate limits of the City, as more particularly described in Exhibit A and depicted in Exhibit B (the "Property"). In support of this petition the Petitioners present the following:

Section 1. General Nature of the Proposed 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").

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost 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 \$115,000,000.00. The City will pay none of the costs of the proposed Authorized Improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The boundaries of the proposed District are proposed to include the Property as described in the attached Exhibit A and depicted on the attached Exhibit B.

Section 4. Proposed Method of Assessments. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs 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 the City allows an assessment 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).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioners may also pay certain costs of the improvements from other funds available to the Petitioners.

Section 6. Management of the District. The Petitioners propose that the City manage the District with, at the option of the City, the assistance of consultants, who may, from time to time, advise the City regarding certain operations of the District.

Section 7. Petitioners Request Establishment of the District. The persons executing this Petition are duly authorized to do so, and the Petitioners request the establishment of the District.

Section 8. Advisory Board. The Petitioners propose that the District be established and managed without the creation of an advisory body. If an advisory board is created, the Petitioners request that a representative of the Petitioners be appointed to the advisory board.

Section 9. Standing of Petitioners. In compliance with the requirements of section 372.005(b), Texas Local Government Code, as determined by the current tax roll of the Johnson Central Appraisal District (the "Appraisal District"), the Petitioners are: (a) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the Appraisal District; and (b) record owners of real property liable for assessment under the proposal who: (i) constitute more than 50 percent of all record owners of property that is liable for assessment under this proposal; or (ii) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under this proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 15th day of November, 2024.

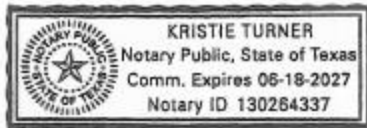
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BURLESON DEVELOPMENT, INC.,
a Texas corporation

By: 
Rocky W. Bransom, President

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 10 day of July, 2024 by Rocky W. Bransom, President of Burleson Development, Inc., a Texas corporation, on behalf of said corporation.

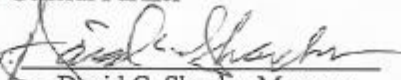




Notary Public, State of Texas

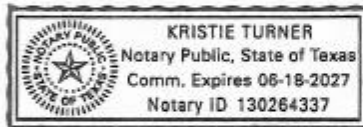
ALTA BURL LP,
a Texas limited partnership

By: Eyesight Ventures LLC,
a Texas limited liability company,
its General Partner

By: 
David C. Shanks, Manager

STATE OF TEXAS §
 §
COUNTY OF Johnson §

This instrument was acknowledged before me on the 10 day of July, 2024 by David C. Shanks, Manager of Eyesight Ventures LLC, a Texas limited liability company, General Partner of Alta Burl LP, a Texas limited partnership, on behalf of said limited partnership.





Notary Public, State of Texas


R.A. DEVELOPMENT, LTD.,
a Texas limited partnership

By: 
Rocky W. Bransom, President

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 10 day of July, 2024 by Rocky W. Bransom, President of R.A. Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.




Notary Public, State of Texas

B&G SOUTH METRO, LP,
a Texas limited partnership

By: 
Rocky W. Bransom, Managing Member

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 10 day of July, 2024 by Rocky W. Bransom, Managing Member of B&G South Metro, LP, a Texas limited partnership, on behalf of said limited partnership.




Notary Public, State of Texas

ROCKY W. BRANSOM,
an individual

By: 
Rocky W. Bransom

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 10 day of July, 2024 by Rocky W. Bransom, an individual.




Notary Public, State of Texas

ROCKY W. AND ANGELA BRANSOM,
individuals

By: 
Rocky W. Bransom

By: 
Angela Bransom

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 10 day of July, 2024 by Rocky W. Bransom and Angela Bransom, individuals.




Notary Public, State of Texas

ROCKY W. BRANSOM ET UX ANGELA,
individuals

By: 
Rocky W. Bransom

By: 
Angela Bransom

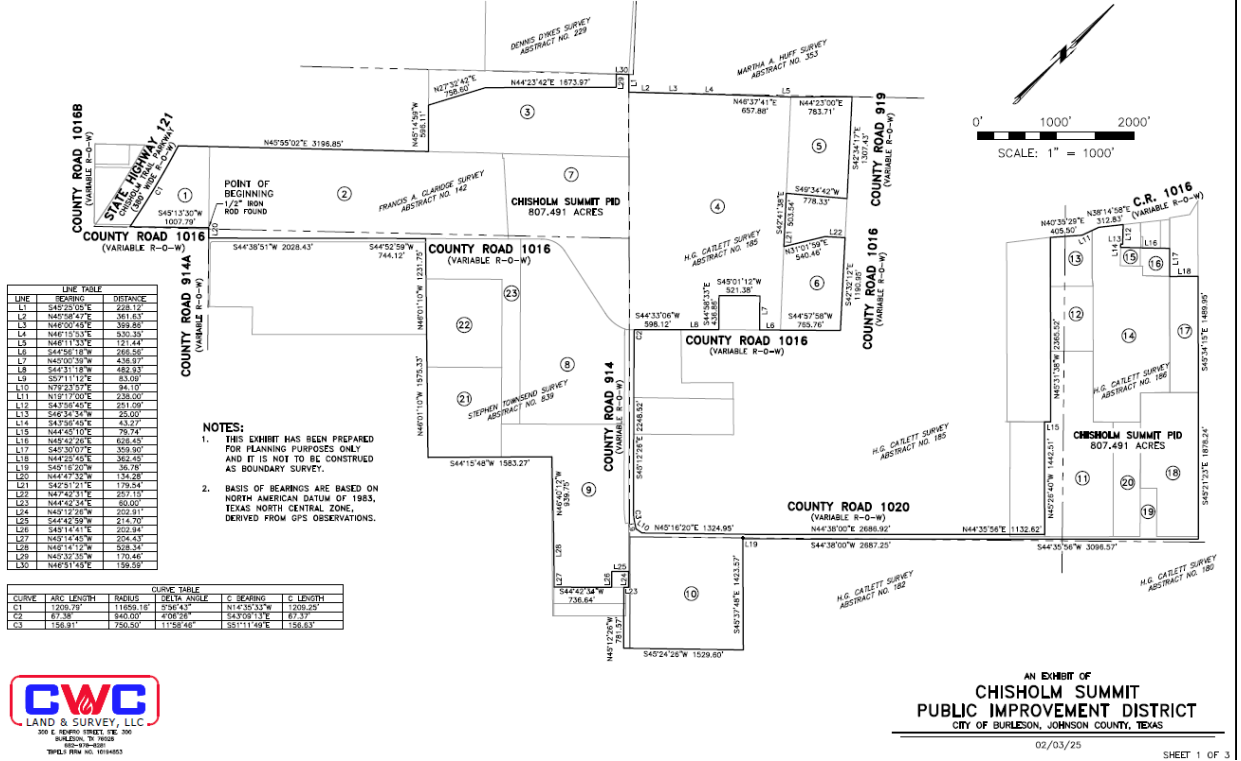
STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 10 day of July, 2024 by Rocky W. Bransom and Angela Bransom, individuals.




Notary Public, State of Texas

Exhibit A Description of the Property



LINE TABLE

LINE	BEARING	DISTANCE
L1	S45°25'05"E	238.12'
L2	N40°58'47"E	381.83'
L3	N48°05'45"E	368.88'
L4	N48°15'53"E	530.33'
L5	N48°11'53"E	121.44'
L6	S44°58'18"W	268.52'
L7	N45°02'35"W	416.91'
L8	S44°31'18"W	482.93'
L9	S57°11'12"E	33.89'
L10	S78°23'57"E	84.10'
L11	N10°17'00"E	238.00'
L12	S45°16'45"E	251.09'
L13	S46°34'34"W	25.00'
L14	S45°19'49"E	43.27'
L15	N44°42'10"E	76.74'
L16	N45°42'28"E	616.25'
L17	S45°30'07"E	359.90'
L18	N48°18'48"E	262.52'
L19	S45°19'20"W	36.76'
L20	N44°47'32"E	134.28'
L21	S45°17'01"E	179.04'
L22	N47°42'31"E	257.19'
L23	N44°42'24"E	80.00'
L24	N49°12'28"W	202.91'
L25	S44°42'59"W	214.70'
L26	S43°14'41"E	202.84'
L27	N43°14'43"E	204.43'
L28	N49°14'17"W	528.34'
L29	N49°32'25"W	170.46'
L30	N48°11'43"E	156.09'

NOTES:
 1. THIS EXHIBIT HAS BEEN PREPARED FOR PLANNING PURPOSES ONLY AND IT IS NOT TO BE CONSTRUED AS BOUNDARY SURVEY.
 2. BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

CURVE TABLE

CURVE	ARC LENGTH	CHORDS	CHORD ANGLE	C BEARING	C LENGTH
C1	2206.79'	11859.18'	2°36'43"	N14°35'53"W	1209.25'
C2	87.38'	540.00'	0°00'00"	S45°00'13"E	61.33'
C3	156.91'	750.50'	11°58'48"	S51°11'40"E	158.63'



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

Exhibit B to Resolution

**CITY OF BURLESON, TEXAS
NOTICE OF PUBLIC HEARING REGARDING
THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Burleson, Texas (the “City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by Burleson Development, Inc., a Texas corporation; Alta Burl LP, a Texas limited partnership; R.A. Development, Ltd., a Texas limited partnership; B&G South Metro, LP, a Texas limited partnership; Rocky Bransom, an individual; Rocky W. Bransom and Angela Bransom, individuals; and Rocky W. Bransom Et Ux Angela, individuals (collectively, “Petitioner”), requesting that the City create the Chisholm Summit Public Improvement District (the “District”) to include property owned by the Petitioner located entirely in the City’s corporate limits.

Time and Place of Public Hearing. The public hearing will start at or after 5:30 PM, on May 5, 2025, in the regular meeting place of City Council in the City Hall Council Chambers located at 141 W. Renfro, Burleson, Texas 76028.

General Nature of the Proposed 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 within the proposed District, 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”).

Estimated Cost of the Authorized Improvements. The estimated cost 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 establishment, administration and operation of the District is \$115,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately 807 acres of land generally located east of Johnson County Road 1016B and north of Johnson County Road 1020, and as more particularly described by a metes and bounds description available at the City Secretary’s office located at 141 W. Renfro, Burleson, Texas 76028, and available for public inspection during regular business hours.

Proposed Method of Assessment. The City shall levy an assessment 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 full at any time (including interest) or

may be paid in annual installments (including interest). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and City. The City will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Petitioner.

Objections. During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District. Written and oral objections will be considered at the hearing.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: April 7, 2025

SUBJECT:

Receive a report, hold a discussion and provide staff feedback regarding Be Healthy Baby Boxes (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

Be Healthy Babies is an initiative associated with Be Healthy Burleson that provides gift boxes to babies born at Texas Health Huguley. Currently the program provides 300 boxes annually to the hospital to give out to families. Texas Health has reported that they average 1,700 babies annually. They also provide welcome bags with similar information and gifts through the hospital. Staff is proposing to forego the boxes and purchase onesies or pacifiers to add to the existing gift bags provided by the hospital in order to provide enough items for all babies born annually.

Staff presented this item to the Community Services Committee on February 19, 2025. The committee requested that staff research additional items for consideration. Staff researched a burp cloth, a beanie, and a stamp kit. Alternatively, one committee member stated that

Beanies- \$2.38/each or \$4,046 for 1,700
Muslin Burp Cloth-\$1.96/ each or \$3,332 for 1,700
Stamp Kit- \$1.61/each or \$2,737 for 1,700

RECOMMENDATION:

Staff recommends purchasing a smaller item in order to maximize the program.

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

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

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

Proposed Expenditure/Revenue:

Account Number(s):

Fund:

Account Description:

STAFF CONTACT:

Jen Basham, CPRE

Director of Parks and Recreation

jbasham@burlesontx.com

817-426-201

Be Healthy Baby Boxes

CITY COUNCIL APRIL 7, 2025

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

Background

The Be Healthy Initiative includes a program that donates boxes to Texas Health Huguley for babies born at the hospital.



- | | | |
|-----------------------------|------------------------------|---------------------------|
| Boxes include: | Onesies | Stickers |
| Cold/Hot pack | Chik Fil a Gift Card | Pediatric Oral Health Kit |
| Clifford book | | |
| Lifeguard your child magnet | Pediatrician Card | Poison control magnet |
| Duckies | BISD Card | Poison control pamphlet |
| Water Watcher tags | HEB Curbside Babies pamphlet | BTX Onesie |
| Carseat appt cards | Safe Sleep Pamphlet | |
| Baby spoon | | |

Baby Boom

Currently Texas Health averages 1,700 births every year

We are budgeted for 300 boxes leaving a 1,400 baby disparity

Texas Health does not check residency before providing boxes

Texas Health also provides a bag to take home with similar items



Welcome Baby!



Initiative Goals

The original goal of the program was to provide a welcome from the City to all babies born at Texas Health.

The current program cost \$4,000 of the dollars annually to provide 300 of the 1,700 needed annually and solicitation of donations from local businesses

Volunteers are pulled together twice a year to build the boxes

The boxes take up a large amount of storage that Texas Health does not have space for



Options presented to Community Services Committee

Provide onesies or pacifiers with City logo to be added to existing welcome bag provided by Texas Health

Advantages:

Cost effective

No storage challenges

No sponsorship solicitation

Can welcome all babies to Burleson

Additional Options for Consideration based on Community Services Committee Feedback

The committee requested the items be more universally useful and keepsake than a onesie or pacifier that may not be of use by many babies due to their size or pacifier presence. One member requested to discontinue the program.

Beanies- \$2.38/each or \$4,046 for 1,700

Muslin Burp Cloth-\$1.96/ each or \$3,332 for 1,700

Stamp Kit- \$1.61/each or \$2,737 for 1,700



FEEDBACK

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: April 7, 2025

SUBJECT:

Receive a report, hold a discussion and provide staff direction regarding the indoor pool stair and slide structure. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

Background:

The indoor pool slide and stair tower have experienced progressive deterioration due to exposure to chlorinated water and structural design issues. In April 2019 and November 2020, the stair structure underwent repainting and minor repairs totaling over \$88,000. However, during the 2024 annual inspection by TMLRIP, significant corrosion was observed, prompting immediate closure of the slide and a recommendation for further structural evaluation.

A licensed structural engineer from Freese and Nichols was engaged to conduct a thorough inspection. The findings concluded that while the structure does not currently pose an immediate safety risk, visible corrosion, particularly at joints and fasteners, will continue to worsen without intervention.

Inspection Findings and Engineering Recommendations

- Corrosion is concentrated at connection points and areas exposed to cascading water.
- Galvanized and non-galvanized pipe supports are severely deteriorated.
- Structural integrity remains intact; however, the engineer recommends recoating or replacing the staircase, replacing bolts, and correcting drainage at the upper landing.
- Design—not maintenance—was identified as the root cause of corrosion.

In parallel, staff coordinated with the original slide manufacturer, Splashtacular, who reviewed both photos and later conducted an in-person inspection. While Splashtacular currently recommends refurbishing the structure, they have advised that if the City chooses to move forward with replacing the stair structure, the slide should be replaced at the same time, as it must be deconstructed to facilitate stair replacement. Performing both replacements concurrently would avoid duplicated labor, reduce future disruptions, and result in cost efficiencies.

Maintenance Enhancements

To support long-term structural health, staff has worked with Splashtacular to enhance maintenance protocols, including the development of formal Standard Operating Procedures and potential implementation of a third-party maintenance agreement. The proposed agreement includes annual inspection, cleaning, recaulking, and minor surface repairs for \$12,155, with additional services billed as needed.

The BRiCk is also being onboarded into the City’s Cartegraph work order system to track all facility maintenance and repairs. This data will support long-term asset management and help inform future capital planning. Currently, the aquatics division utilizes digiquatics to record daily maintenance items such as the management of pool chemicals. This software will continue to be utilized in conjunction with cartegraph moving forward.

Park Board Review

On February 13, 2025, the item was tabled by the Park Board for additional information. It was brought back on March 20, 2025, where the Park Board recommended:

- Replacing the stair structure
- Refurbishing or replacing the slide structure
- Exploring a maintenance contract to ensure the longevity of the structure

Staff supports a one-year maintenance contract with Splashtacular to ensure best practices are followed during the transition period. The need for continued service would be reevaluated following the first year.

Scopes

Refurbishment of Stairs	Splashtacular	SafeSlide
Rust remediation, inhibitor/primer of steel support structure as needed	X	X
Apply new paint to entire steel support structure	X	X
Remove all existing stair treads and landing/platform decking	X	
Retrofit/install all new stair treads and decking with our Smart Tread™ to include associated	X	
Angles, risers and hardware	X	
Includes lift equipment and freight	X	

Hot water/high pressure wash structure, (5,000 PSI) per AMPP SSPC-SP1		X
Abrasive spot blast structure free of any previous coatings per AMPP SSPC-SP6 o If there are areas with previous coatings, this will provide a more aggressive profile to assure better adhesion		X
Reasonable measures will be taken to capture/contain the majority of debris associated with abrasive blasting (i.e. blast tarps, ground tarps)		X

Refurbishment of Slide	Splashtacular	SafeSlide
Rust remediation, inhibitor/primer of steel support structure as needed	X	X
Apply new paint to entire steel support structure	X	X
Remove all existing stair treads and landing/platform decking	X	
Retrofit/install all new stair treads and decking with our Smart Tread™ to include associated	X	
Angles, risers and hardware	X	
Includes lift equipment and freight	X	
Hot water/high pressure wash structure, (5,000 PSI) per AMPP SSPC-SP1		X
Abrasive spot blast structure free of any previous coatings per AMPP SSPC-SP6 o If there are areas with previous coatings, this will provide a more aggressive profile to assure better adhesion		X
Reasonable measures will be taken to capture/contain the majority of debris associated with abrasive blasting (i.e. blast tarps, ground tarps)		X

Replacement of Stairs and Slide	Splashtacular	SafeSlide
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Demo entire steel support tower and fiberglass slide to include haul off	X	X
Install new steel support tower of same design, height, and ride path on existing foundations design/engineered by Splashtacular	X	X
Install new fiberglass slide of same design, height, length, and ride path on existing foundations design/engineered by Splashtacular	X	X
Includes lift equipment and freight	X	X

*In all scopes, new Smart Tread design will resolve the drainage issue raised by the structural engineer

Funding

Funding for this project was identified through the reconciliation of existing projects. This process reallocates unused funds to address current needs, helping to avoid additional debt while maximizing the use of available resources.

Staff has identified \$1,022,917.61 in project savings. Of this amount, \$558,848 has been allocated to the BRiCk renovation project, as previously presented with the Guaranteed Maximum Price (GMP) package award.

The Bailey Lake and Chisenhall Parking Lot Expansion Bond was issued on August 21, 2023, which can be utilized for this project.

If the decision is to refurbish rather than replace, alternate funding must be identified, as refurbishment is not considered a capital expense and must be funded with available cash. In that case, the project would be included in the year-end budget adjustments.

Procurement Considerations

Splashtacular qualifies as a sole-source provider for full replacement, as their proprietary components can be retrofitted to the existing engineered foundation. They are not currently part of any cooperative purchasing agreements.

Refurbishment does not qualify for sole-source designation and would require a formal competitive bidding process. All third-party vendor quotes included Splashtacular components, resulting in higher total costs due to product markups and installation charges.

Budget and Funding

Full Replacement (2025):

Total Estimated Cost: \$416,160

Includes full replacement of both the stair tower and slide, financed over 18 years

Annual Debt Service: \$23,120

Lifespan: 25 years

Projected ROI: 104%, based on \$34,000 in annual revenue from pool party room rentals

Refurbishment (2025) + Replacement (2035):
Refurbishment Now (Cash-Funded): \$159,595
Future Replacement in 2035 (Debt-Funded): \$396,455
Total Estimated Cost Including Debt Service: \$603,675

Cost Comparison:
Full Replacement in 2025: \$416,160
Refurbishment in 2025 + Replacement in 2035: \$603,675
Difference: \$187,515 more over the next 25 years

On-going maintenance and small refurbishments will be required for both a new and refurbished structure and were not considered a factor when completing the financial analysis.

RECOMMENDATION:

Staff recommends to proceed with contracting for the full replacement, utilizing available reconciled project funds

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

Park Board tabled this item February 13, 2025

Park Board reviewed this item on March 20, 2025, and recommended replacement of the stairs and replacement or refurbishment of the slide. The board discussed the desire to enter into a maintenance contract with Splashtacular.

REFERENCE:

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

INDOOR POOL SLIDE AND STAIR TOWER

CITY COUNCIL-APRIL 7, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

OVERVIEW

1. Background
2. Structural Engineers Report
3. Maintenance
4. Findings
5. Scope of Work for Refurbishment & Replacement
6. Additional Information since Park Board Meeting
7. Return on Investment
8. Budget
9. Project Timeline
10. Recommendation
11. Direction





BACKGROUND

- In April 2019, the entire stair structure was sand-blasted and repainted (\$80,535).
- In November 2020, additional repairs were completed (\$8,000).
- On June 11, 2024 TMLRIP completed their annual inspection.
- The inspector stated that the stair tower needed an additional evaluation on the stairs, safety railing, supports, hardware, fasteners, and all steel components. The slide was closed immediately. The inspector requested that a structural engineer inspect the slide for integrity in the closing notes of their inspection. As of January 2025, a third party is required to inspect the slide and stairs every five years or at the manufacturers recommended interval.
- Between the initial inspection and presentation to the board staff worked with the inspector and a third party inspector to determine remediation requirements. Once determined staff began gathering quotes for both refurbishment and replacement to make the most fiscally responsible decision.
- This item was presented to the Park Board on February 13, 2025. After discussion, the Park Board tabled the item with a request for additional information and for the item to be brought back for further review at the Park Board meeting on March 20, 2025.



BACKGROUND

FEBRUARY 13 TO MARCH 12

- Staff contacted the manufacturer to obtain their recommendations for **remediation**. The manufacturer provided a recommendation of refurbishment based on submitted photos. A subsequent in-person inspection occurred on March 25. The information presented to park board was based on the virtual inspection **utilizing** submitted photos.
- Staff also reached out to all original vendors that were presented to the park board on February 13 to obtain additional quotes for the following:
 - Refurbishment of the staircase, including the removal of treads to address additional rust.
 - Refurbishment of the slide.
 - Replacement of the slide.
- Staff reviewed the most recent inspection report to identify process improvements and make necessary adjustments. Some items have been completed, while others are still in progress.
- Staff collaborated with the capital engineering department to source a structural engineer to inspect the existing structure and provide recommendations.



STRUCTURAL ENGINEER INITIAL DRAFT REPORT: FREESE AND NICHOLS OBSERVATIONS

OBSERVATIONS:

- The most visually obvious rust staining originated at the top of the risers at the contact point with the tread pans. While highly visible, the corrosion was not a significant structural concern.
- In general, the bolts appeared to be very corroded and a close second in terms of visual impact.
- Some localized heavy corrosion and scaling was observed on the face of a few risers.
- **Most of the corrosion on the staircase appeared to be due to pool water cascading down the structure from the upper platform.**
- Evidence for this conclusion area as follows:
 - Surface mineral deposits not observed on other structures.
 - The general lack of corrosion below the landings in areas protected from cascading water.
 - The general lack of similar corrosion for other steel structures in the vicinity which were exposed to the same atmosphere but no direct water exposure.
- The galvanized and non-galvanized pipe supports below the upper landing were heavily corroded.
 - *This supports staff's initial findings that the stairs degradation is due to design and not to maintenance protocols historically utilized.



STRUCTURAL ENGINEER REPORT: FREESE AND NICHOLS CONCLUSION & RECOMMENDATIONS

CONCLUSION:

None of the observed corrosion appeared to present an immediate concern for structural integrity or safety. The structure is in need of maintenance and a new coating.

RECOMMENDATIONS:

Either recoat or replace the staircase.

- If possible, all of the circulated water at the upper landing should be made to enter a drain.
 - *This is a new recommendation that staff will be pursuing regardless of decision to repair or replace.
- In general, bolts should be replaced before the face of the bolts begins to scale off.
- Consider replacement with a more corrosion resistant material. Bolt head markings were not visible during my site visit but should be verified by removing the coating. If the bolts are not high-strength, consider replacement with Type 316 stainless steel. If high-strength bolts were used, the bolts should be replaced in kind but should be hot-dip galvanized.
- The bolts at the upper landing guardrail appeared to have significant exposure and significant corrosion inside the post. While the guardrails did not have signs of incipient bolt failure, we recommend bolt removal for inspection and replacement as appropriate.
- When recoating, the treads should be removed to improve the surface preparation and coating between the treads and risers.
- Replace the heavily corroded galvanized pipe supports below the upper landing.
- Replace the bolts between the risers and the central column with welds.
- Insert a neoprene or plastic strip between the risers and tread pans to reduce coating damage due to foot traffic.

SLIDE & STAIR TOWER MAINTENANCE



Daily:

Inspect before & after pumps are turned on (address deficiencies immediately)

Rinse with fresh water

Monthly:

NEW: Utilize preventative rust chemical (currently researching this option)

Bi-Monthly:

Check joints - Re-caulk and wax if needed

Annually:

Water Slide Connector/Fastener Inspection and Replacement

ENHANCED MAINTENANCE PROCEDURES MOVING FORWARD

As staff reviewed maintenance standards through this process, they developed Standard Operating Procedures (SOPs) in collaboration with the slide and stair manufacturer, Splashtacular.

Staff has also engaged with the manufacturer to discuss enhancing current maintenance practices through a third-party maintenance agreement. This agreement offers an annual service that includes one inspection, cleaning, and up to six chip or gauge repairs, as well as recaulking and typical maintenance, for **\$12,155**. Any identified deficiencies beyond routine maintenance, such as rust remediation, bolt replacement, tread repair, or leak repairs, would be quoted at an additional cost.

Additionally, staff has been working to onboard the BRiCk facility into the current work order system, Cartegraph. This system, already utilized by Public Works and Parks, will track maintenance and repairs for all major systems within the BRiCk. Implementing Cartegraph will improve reporting capabilities and provide valuable historical data to inform repair or replacement decisions.

*Daily maintenance is currently tracked, and will continue to be tracked, through the aquatic system Digiquatics.

In 2024, staff was directed to replace the dehumidification system within the natatorium. Staff also proposed enhancing this system with an evacuator system designed to remove chemicals at the ground level. Staff believes this enhancement will improve the indoor environment and extend the longevity of facility components.

Also in 2024, HR introduced a new position dedicated to managing risk management across the organization. Moving forward, this position will receive all inspection reports throughout the City and report any identified weaknesses or deficiencies to City Management.



FINDINGS

Staff has requested quotes for all listed options from each vendor, but not all responses have been received.

STAIR TOWER

VENDOR	REPLACEMENT	REFURBISH
ARC- WITHDREW FROM PROCESS	\$218,672.50	\$72,000
SAFE SLIDE	Requested	\$214,375
LANDMARK AQUATICS	\$291,078.57	Requested
SPLASHTACULAR	\$170,000	\$129,595

Restoration: *“There are a lot of pinch points on the structure where there is rust. This means the rust issues will likely return quickly. We will warrant adhesion of paint for (1) year but our warranty will not cover rust issues, or rust bleeding.”* - ARC Owner

ARC is no longer interested in this project, we have kept the quotes listed as a reference

STAIR TOWER & SLIDE

VENDOR	REPLACEMENT	REFURBISH
ARC- WITHDREW FROM PROCESS	\$418,022.50	\$99,818
SAFE SLIDE	\$486,000	Requested
LANDMARK AQUATICS	Requested	Requested
SPLASHTACULAR	\$295,000	\$159,595

Splashtacular quoted \$75,000 to refurbish the slide

Safe Slide Warranty:

1 - year warranty on paint for adhesion – Steel

5 - year warranty on structural fiberglass repair not to delaminate.

5 - year warranty on gel coat and paint (available with yearly protection plan)

STAIR REFURBISHMENT SCOPE

From Splashtacular Director of Restoration & Maintenance:

For future consideration:

Being we're the original manufacturer who design/engineered the foundations of your existing slide tower and slide we could completely remove existing slide tower/slide and install entirely new slide tower/slide of same height/length/ride path for \$275,000.00 - \$295,000.00 all-in. Other manufacturer's would be required to place all new foundations for slide tower/slide adding significant costs likely well over \$100k. I'm not suggesting you need to remove your existing slide tower and slide, it can certainly be restored being 15 yrs old. Restoring it will increase your return on investment. However, if your slide was 25 yrs old, I'd recommend considering a complete remove and replace resetting the clock completely.

Scope	Splashtacular	SafeSlide
Rust remediation, inhibitor/primer of steel support structure as needed	X	X
Apply new paint to entire steel support structure	X	X
Remove all existing stair treads and landing/platform decking	X	
Retrofit/install all new stair treads and decking with our Smart Tread™ to include associated	X	
Angles, risers and hardware	X	
Includes lift equipment and freight	X	
Hot water/high pressure wash structure, (5,000 PSI) per AMPP SSPC-SP1		X
Abrasive spot blast structure free of any previous coatings per AMPP SSPC-SP6 o If there are areas with previous coatings, this will provide a more aggressive profile to assure better adhesion		X
Reasonable measures will be taken to capture/contain the majority of debris associated with abrasive blasting (i.e. blast tarps, ground tarps)		X



SLIDE REFURBISHMENT SCOPE

Scope	Splashtacular	SafeSlide
Repair blemishes and prep slide interior to create adhesion profile for new gelcoat	X	
Remove existing caulking at all slide seams	X	
Apply new gelcoat to entire slide interior	X	X
Install new caulking at all slide seams	X	X
Prep slide exterior removing all failed coatings and calcium buildup	X	
Apply new paint to entire slide exterior	X	X
Permanently seal and fiberglass over seams		X
Prep and laminate seams with vinyl-ester resin and 1708 biaxle cloth		X
Fair Seam with compatible vinyl-ester fairing compound		X
Apply Premium Coating over seams		X
Repair all common fiberglass repairs in ride path* (common repairs do not require lamination)		X
Add textured surface to start tub		X
Wash exterior of slide with internally formulated cleaner		X
Prime-coat bare areas as needed		X



STAIR TOWER & SLIDE REPLACEMENT SCOPE

Scope	Splashtacular	SafeSlide
Demo entire steel support tower and fiberglass slide to include haul off	X	X
Install new steel support tower of same design, height, and ride path on existing foundations design/engineered by Splashtacular	X	X
Install new fiberglass slide of same design, height, length, and ride path on existing foundations design/engineered by Splashtacular	X	X
Includes lift equipment and freight	X	X

In all scopes, the new Smart Tread design will resolve the drainage issue raised by the structural engineer.

Park Board

March 20, 2025

On March 20, 2025, this item was presented to the Park Board following its deferral from the February 13 meeting. Additional information requested at the prior meeting was provided for review. After discussion, the Park Board issued the following recommendations:

- Replace the stair structure (Unanimous Recommendation)
- Refurbish or replace the slide structure (5 members of the board recommended refurbishment of the slide, while two stated they would recommend replacement or refurbishment)

The Board also discussed the potential addition of a maintenance contract with Splashtacular. Staff recommended a one-year contract to ensure the new or refurbished structure would be maintained to the highest standards moving forward. The need to continue with the contract would be evaluated at that time.





PROCUREMENT CONSIDERATIONS

March 21-April 2, 2025

On March 25, Splashtacular conducted an on-site inspection of the stair and slide structure. Their recommendation remains to refurbish both components. However, if the City opts to replace the stair structure, they advise replacing the slide concurrently due to the need for slide deconstruction during stair replacement.

Staff worked with the purchasing department to review quotes. As the manufacturer, Splashtacular is considered a sole-source provider. The manufacturer will be able to meet time requirements in conjunction with the existing pool closure remodel schedule.

In contrast, they do not meet the criteria for sole-source procurement for refurbishment and are not currently part of any cooperative purchasing agreements. If the City opts to proceed with refurbishment, the project will need to go through a formal bidding process.

All alternative quotes received, including cooperatives, also utilized Splashtacular components but were higher in cost, as they included the upcharge on the components.



FUNDING

Funding for this project was identified through the reconciliation of existing projects. This process reallocates unused funds to address current needs, helping to avoid additional debt while maximizing the use of available resources.

Staff has identified \$1,022,917.61 in project savings. Of this amount, \$558,848 has been allocated to the BRiCk renovation project, as previously presented with the Guaranteed Maximum Price (GMP) package award.

The Bailey Lake and Chisenhall Parking Lot Expansion Bond was issued on August 21, 2023, and savings from this project can be utilized for the stair and slide replacement.

If the decision is to refurbish rather than replace, alternate funding must be identified, as refurbishment is not considered a capital expense and must be funded with available cash. In that case, the project would require a budget adjustment.

The useful life of the current slide and stair structure extends through 2035, according to the manufacturer, at which point replacement would be scheduled. Using the current quote with a 3% annual cost escalation, the projected replacement cost in 2035 is approximately \$396,455.

RETURN ON INVESTMENT

The table below outlines the projected costs of the project based on debt service. For comparison purposes, it is assumed that routine maintenance and periodic refurbishment will occur as needed in both scenarios and are therefore not factored into the financial analysis.

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	
Replacement	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120								
Refurbishment	159,595											31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720	31,720

Total Cost	
Replacement	\$ 416,160
Refurbishment	\$ 603,675

- **Cost of Investment** = \$416,160 (the cost of the stair tower and slide replacement including debt service)
- **Annual Benefit** = \$34,000 (40% of the annual income generated from Pool Party Room rentals in 2023)
- **Life of the Slide** = 25 years
- **ROI Replacement** = 104%
- **ROI Refurbishment** = 40.8%

PROJECTED TIMELINE



Due to material lead times and the time required for this replacement, the slide will remain closed throughout the summer.

Recommendation

Based on expected useful life, return on investment, and available funding sources, staff recommends the replacement of the stair and the slide.



PROVIDE FEEDBACK REGARDING
REFURBISHMENT OR REPLACEMENT OF INDOOR
POOL SLIDE AND STAIR STRUCTURE

DIRECTION

March 10, 2025 - **DRAFT**

Randy Morrison
Director of Capital Engineering
City of Burleson
141 W Renfro Street
Burleson, Texas 76028

Re: Staircase Structural Evaluation at the BRiCk

Dear Mr. Morrison:

Freese and Nichols, Inc. (FNI) was asked by the City of Burleson (City) to provide a structural evaluation of the staircase in the pool area of the Burleson Recreation Center (BRiCk). On March 5, I performed a site visit to assess the structural integrity of the staircase.

Background:

The subject staircase is a circular spiral staircase wrapping around a central steel pipe column. The structural is all carbon steel with the exception of FRP treads. The treads are contained in removable steel gage metal pans and appeared to be removable, Figure 1. The staircase had significant rust staining and localized rust damage that appeared to be significantly more pervasive than other structure steel in the pool area. It is our understanding that the staircase had recently undergone an inspection by, or in support of, the City's insurance carrier and the staircase was identified as needing a structural evaluation by a qualified Professional Engineer.

Observations:

No drawings for the structure were available. Based on my observations, the following are general observations made:

- The most visually obvious rust staining originated at the top of the rises at the contact point with the tread pans, Figure 2. While highly visible, the corrosion was not a significant structural concern.
- In general, the bolts appeared to be very corroded and a close second in terms of visual impact, Figure 3 to Figure 6.
- Some localized heavy corrosion and scaling was observed on the face of a few risers, Figure 7.
- Most of the corrosion on the staircase appeared to be due to pool water cascading down the structure from the upper platform. Evidence for this conclusion area as follows:
 - Surface mineral deposits not observed on other structures.
 - The general lack of corrosion below the landings in areas protected from cascading water.
 - The general lack of similar corrosion for other steel structures in the vicinity which were exposed to the same atmosphere but no direct water exposure.
- The galvanized and non-galvanized pipe supports below the upper landing were heavily corroded, Figure 8.

Conclusions:

None of the observed corrosion appeared to present an immediate concern for structural integrity or safety. The structure is in need of maintenance and a new coating.

Recommendations:

My understanding is that the City is planning to either recoat or replace the staircase. We recommend that one of those be done.

Environmental Improvements:

It is our understanding that the humidity control equipment historically has had problems but the City is in the process of replacement. If possible, all of the circulated water at the upper landing should be made to enter a drain. If an additional drain is needed, installation of a new drain is expected to be less expensive than recoating the structure earlier in the future.

The following are some maintenance recommendations if the City is planning to recoat the structure. The prevalence of corrosion on the bolts is most likely due to the fact that the bolts are very difficult to clean and prepare for new coatings. Additionally, the sharp thread edges are not conducive to good coating coverage.

Bolt Replacement:

The following summarizes a bolt replacement plan that is based on initial evaluation using the exposed corrosion on the bolt and confirmation based on inspection of the bolt after removal.

- In general, bolts should be replaced before the face of the bolts begins to scale off. The scaling is usually a sign of advanced corrosion and, as a practical matter, removal of the bolt after scaling becomes much more difficult. Examples of such scaling is included in Figure 9 and Figure 10. When the bolts are removed for replacement, the shanks of the bolts should be inspected for section loss. If the bolts are experiencing significant section loss, a more stringent basis for bolt replacement should be used.
- Consider replacement with a more corrosion resistant material. Bolt head markings were not visible during my site visit but should be verified by removing the coating. If the bolts are not high-strength, consider replacement with Type 316 stainless steel. If high-strength bolts were used, the bolts should be replaced in kind but should be hot-dip galvanized.
- The bolts at the upper landing guardrail appeared to have significant exposure and significant corrosion inside the post, Figure 6. While the guardrails did not have signs of incipient bolt failure, we recommend bolt removal for inspection and replacement as appropriate.

Miscellaneous:

- When recoating, the treads should be removed to improve the surface preparation and coating between the treads and risers.
- Replace the heavily corroded galvanized pipe supports below the upper landing.

Design Improvements:

The City may want to consider some design improvements such as:

- Replace the bolts between the risers and the central column with welds. It appears that a 4-sided seal weld could be provided between the riser plates and the gusset plates welded to the central column. These welds will be easier to clean and coat than bolts. Additionally, the groin between the riser plates between the columns would be more accessible for future clean and coating operations.

Staircase Structural Evaluation at the BRiCK
 March 10, 2025
 Page 3 of 8

- Insert a neoprene or plastic strip between the risers and tread pans to reduce coating damage due to foot traffic.

Thank you for allowing FNI to help in this matter. We hope this information is useful. Any changes to the original stair design should be as approved by the stair manufacturer or as designed by a qualified Professional Engineer. If there are any questions, please contact me at (817) 735-7416 or bbw@freese.com.

Sincerely,

Brad Watson, P.E.
 Structural Engineer

DRAFT



Figure 1: Typical Treads and Landing



Figure 2: Typical Corrosion Stains at Back of Risers



Figure 3: Typical Corrosion of Bolts at Central Support Column



Figure 4: Typical Corrosion at Foundation Anchors



Figure 5: Typical Bolts at Spiral Guardrails



Figure 6: View of Upper Platform Guardrail Bolt – View Inside Post from Below



Figure 7: Heavy Corrosion with Scaling at Face of Riser



Figure 8: Typical Heavy Corrosion at Pipe Supports below Upper Platform



Figure 9: Heavy Corrosion of Bolt at Central Column



Figure 10: Heavy Corrosion at Foundation Anchors

City Council Regular Meeting

DEPARTMENT: Fire/EMS
FROM: Casey Davis, Fire Chief
MEETING: April 7, 2025

SUBJECT:

Receive a report and provide possible recommendations regarding the future construction of Fire Station 4. (*Staff Contact: Casey Davis, Fire Chief*)

SUMMARY:

This memo outlines key considerations related to the projected construction of the Chisholm Summit housing development, the NFPA 1710 assembly and response time requirements, and the challenges associated with meeting these standards on the western side of the city.

As residential growth continues in this area, increased response times and current resource distribution present significant challenges in perusing and complying with NFPA 1710 standards, particularly regarding assembly time for fire suppression incidents and critical EMS calls, such as cardiac arrests. Rapid response from strategically located fire stations is critical to achieving the best possible outcomes, as prolonged travel times significantly increase risks to public safety.

Currently, the City relies on automatic and mutual aid from Johnson County ESD #1 to supplement fire and EMS response in this area. While this partnership is strong, and ESD #1 remains a willing and supportive partner, response times from outside agencies inherently take longer. Given the continued growth and increasing call volume, it is imperative that strategic planning is undertaken to determine the appropriate timing for Fire Station 4's development to ensure self-sufficiency and timely emergency response for both fire and EMS incidents.

This update will provide a comprehensive analysis of these factors and seek committee feedback on strategies to address these challenges while aligning with the City's Capital Improvement Plan (CIP).

RECOMMENDATION:

N/A

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

Bond Election May 7, 2022

REFERENCE:

CSO#1976-02-2022, CSO#1977-02-2022

FISCAL IMPACT:

N/A

STAFF CONTACT:

Casey Davis
Fire Chief
cdavis@burlson.tx.com
817-426-9173



Fire Station #4 Status and Review

CITY COUNCIL PRESENTATION

APRIL 7, 2025

Presentation Objectives

- Provide an **update** on Fire Station 4 planning and development.
- Outline **growth projections** and their impact on emergency response.
- Review **NFPA 1710 standards** and current response challenges.
- Review **Insurance Services Office (ISO)** key components.
- Discuss the **staffing, equipment, and infrastructure needs** for Station 4.
- Seek feedback on **timing, funding, and CIP integration** for construction.

@ Ensuring timely planning and development of Station 4 is critical to maintaining effective fire and EMS response as Burleson continues to grow.

West Side Burleson – Projected Growth

Projected Growth & Timeline

Chisholm Summit Development:

- 3,000 new homes planned
- Construction is set to begin with 50 homes in 2026
- Approx. 200 homes added per year there after.

Impact on Emergency Services:

- Rising Fire/EMS Demand: Call volume increases by 94+ calls per year per 200 homes added. This **does not include** year-over-year percentage growth calculation.
- Longer response times if resources are not expanded.
- More strain on existing stations and resources.
- Increased Unit Hour Utilization (UHU) for both ambulance and fire responses due to the lack of dedicated services in this area.

Why Station 4 is Critical for Burleson

Key Challenges Without Station 4:

Delayed Response Times:

- Current drive time: 11-15 minutes to west-side emergencies.

Call Volume & Dependence on Mutual Aid:

- 160 calls per year in the Station 4 area.
- ESD automatic aid for structure fires but only mutual aid for EMS and all other call types.
- ESD does not desire to respond to Priority 3 EMS calls, leaving gaps in coverage.
- ESD current limit is around 400 calls for automatic/mutual aid a year.
- The ESD would consider a contract for services if annual call volume approaches 400 calls, but further discussions would be required to assess capacity and associated costs.

How Station 4 Solves These Issues:

- **Cuts drive time significantly**, improving response time for life-threatening emergencies.
- **Increases local coverage**, reducing reliance on mutual aid.
- **Provides full EMS & fire services on the west side of the city.**
- **Ensures faster response to both high-priority EMS & fire incidents.**
- Adding **Station 4** not only enhances **west-side coverage** but also strengthens **NFPA 1710 assembly compliance citywide**, ensuring faster and more effective emergency response across all districts.

West Side Burleson


Why We Must Plan Now for a Fire Station on the West Side

Current Target Hazards in the West Side

- **Joshua ISD Schools:**
 - RC Loflin Middle School
 - Caddo Grove Elementary
- **Established Residential & Traffic Risks:**
 - Blue Bird Meadows Neighborhood
 - Chisholm Trail Parkway
 - CR 1902

Priority 3 EMS

A **Priority 3 EMS call** is a **non-life-threatening medical emergency** that requires an EMS response but does not involve **immediate danger to life or serious injury**. These calls typically include:

- Minor injuries (e.g., sprains, minor cuts, or abrasions)
 - Illnesses without severe symptoms (e.g., mild fever, nausea, or minor allergic reactions)
 - Welfare checks for non-critical patients
 - Assist requests (e.g., lift assists for non-injured individuals)
-  **Priority 3 calls are lower-acuity and do not require lights-and-sirens transport or immediate advanced life support (ALS) intervention.**

Call Volume Projection Steps

New Population:

- New homes × 2.72 (population multiplier)

Estimated Call Volume:

- New population × 0.173 (calls per person per year)
- Add 160 current annual calls to total

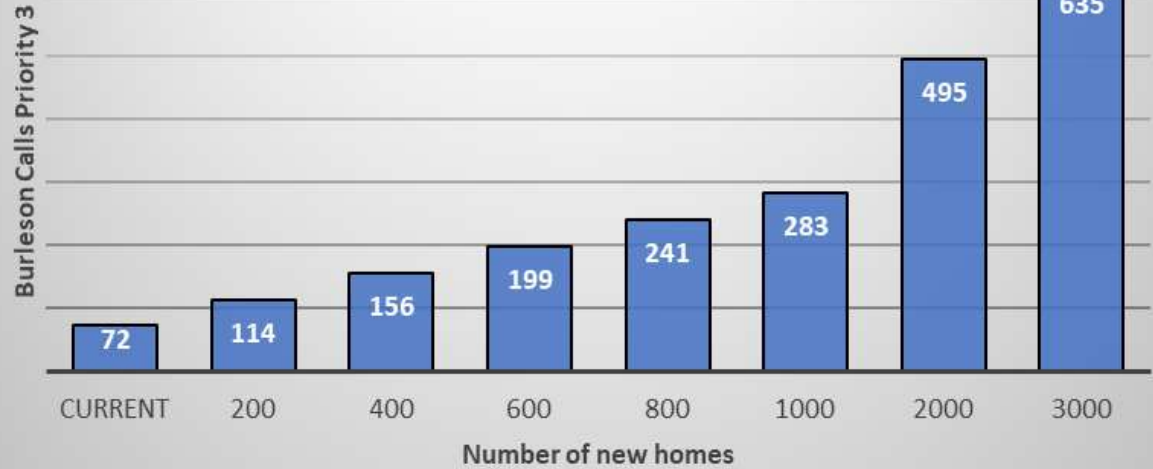
EMS & Priority 3 Calls:

- Total calls × 75% (EMS proportion)
- EMS calls × 60% (Priority 3 proportion)
- Priority 3 EMS = Burleson Fire/EMS responsibility (JCESD does not respond to P3 EMS)

JCESD Expected Auto/Mutual Aid Response:

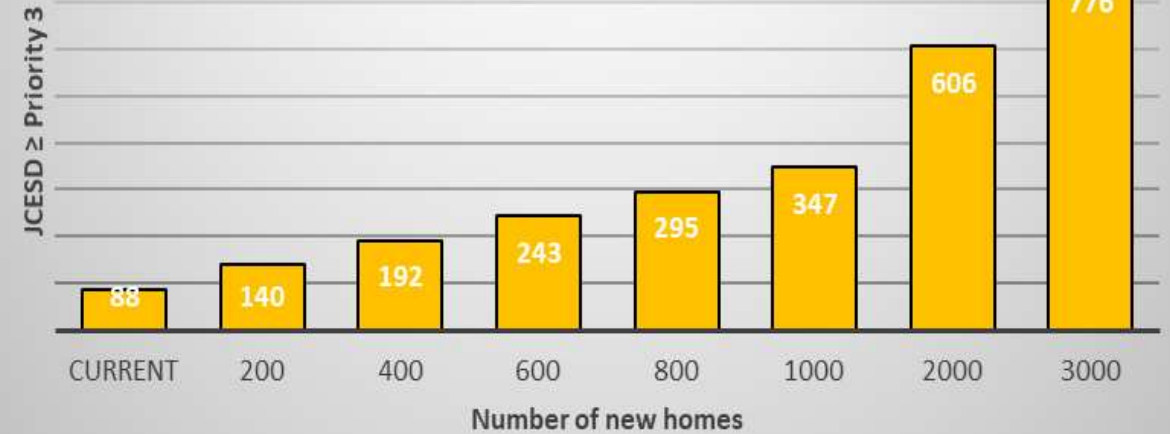
- Total calls minus Priority 3 EMS calls
- This projection does not account for the system's 19% call volume growth over the past five years, meaning actual demand may be even higher.

'Burleson Calls Priority 3'



ESD does not desire to respond to Priority 3 EMS calls

'JCESD ≥ Priority 3'



Burleson Fire/EMS will respond to all calls for service, with JCESD serving as the primary first-arriving unit for **Priority 1 and Priority 2** incidents.

Projected Chisolm Summit Development Doors

This projection does not account for the system's 19% call volume growth over the past five years, meaning actual demand may be even higher.

Minimum Daily Staffing

Current Staffing & Coverage (Before Station 4 or 4th Ambulance)

- Minimum daily staffing 17 personnel
- Response coverage gap on the west side of the city
- Longer response times to incidents in growing areas
- 💡 Challenge: Limited coverage on the west side increases response time for critical emergencies.

Deploying a 4th Ambulance Before Station 4 Opens

- Minimum Daily Staffing 19 personnel
- Rising EMS call volume and UHU will strain resources and impact response times before Station 4 is completed.
- 💡 Solution: Adding a 4th ambulance improves citywide response, reduces unit fatigue, and ensures faster, more effective EMS care.

Improved Staffing & Coverage (After Station 4)

- Minimum daily staffing 23 personnel
- Balanced coverage across the city, including the west side
- Faster response times for Fire & EMS
- Better resource allocation for simultaneous incidents
- 💡 Solution: Station 4 ensures equal emergency services across all areas, improving safety and reducing response times.

Station 4 Deployment Plan

Initial Station Opening:

- Engine Company – Minimum 4-person staffing
- Brush Truck – Cross-staffed with available personnel
- Reserve Engine
- The fourth bay provides housing capacity for the MCI trailer and Heavy Rescue unit, improves long-term apparatus space planning across all stations, and replaces the lost bay at Station 1.

Full Station Build-Out Plan:

- Engine Company – Minimum 4-person staffing
- Ladder Company – Minimum 4-person staffing
- Ambulance – Minimum 2-person staffing
- Battalion 2 – Minimum 1-person staffing
- Brush Truck – Cross-staffed with existing crews
- Reserve Engine

Ⓜ The phased approach ensures operational readiness at opening, with strategic growth planned to enhance emergency response capabilities.

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

Engine Companies (5.2.3.1)

- **Primary Functions:**
 - Pump and deliver water.
 - Perform basic firefighting operations.
 - Conduct search and rescue.
- **Minimum Staffing Requirement (5.2.3.1.1):**
 - **4 on-duty members** per engine company.
 - Burleson Fire/EMS staffs a minimum **3** on-duty members per Engine company.

Ladder/Truck Companies (5.2.3.2)

- **Primary Functions:**
 - Forcible entry
 - Ventilation
 - Search and rescue
 - Aerial operations (water delivery & rescue)
 - Utility control
 - Illumination
 - Overhaul and salvage work
- **Minimum Staffing Requirement (5.2.3.2.1):**
 - **4 on-duty members** per ladder/truck company.
 - Burleson Fire/EMS staffs a minimum **4** on-duty members per Ladder/Truck company.

NFPA 1710: First-Due Response Objectives

- Turnout Time: 80 sec (1 min 20 sec) for fire/special ops, 60 sec (1 min) for EMS
- Fire Response: First engine travel time ≤ 240 sec (4 min), second company travel time ≤ 360 sec (6 min)
- Full Alarm Assignment: ≤ 480 sec (8 min) for non-high-rise, ≤ 610 sec (10 min 10 sec) for high-rise
- EMS Response: First responder (AED/BLS) travel time ≤ 240 sec (4 min), ALS unit (Ambulance) travel time ≤ 480 sec (8 min)

 Meeting NFPA 1710 ensures faster, more effective emergency response.



The Critical 10-Minute Life or Death Window

Structure Fire Growth (Time vs. Fire Spread)

- 🔥 A room igniting and fully engulfed over 10 minutes.
- **0-2 minutes:** A fire starts, small and controllable.
- **3-4 minutes:** Flashover potential begins.
- **5-7 minutes:** Fire spreads rapidly, escape becomes difficult.
- **8-10 minutes:** Flashover occurs, entire room is engulfed, survivability is **near zero**.
- 💡 **Fact: After 10 minutes, survivability in a structure fire is almost nonexistent due to heat, smoke, and oxygen depletion.**

Cardiac Arrest (Time vs. Survival Rate)

- 📊 A timeline showing survival rates decreasing over time.
- **0-4 minutes: 50-70% survival** with CPR & defibrillation.
- **5-6 minutes: 25-30% survival** if no CPR is started.
- **7-10 minutes: Less than 10% survival** without immediate medical intervention.
- 💡 **Fact: After 10 minutes without defibrillation, survival is nearly zero**

NFPA 1710 Full Alarm Assignment for a Structure Fire (5.2.4.1.1)

For a 2,000 sq. ft., two-story single-family dwelling

Incident Command:

- **1 member** dedicated to overall coordination outside the hazard area.

Water Supply & Application:

- **400 GPM (minimum) uninterrupted water supply** for 30 minutes, maintained by **1 operator**.
- **300 GPM fire attack rate** using **two handlines** (minimum **100 GPM each**), each operated by **2 members (total: 4 members)**.

Support & Fireground Operations:

- **2 members** for hydrant hookup, hose line deployment, utility control, and forcible entry.
- **2 members** for victim search and rescue.
- **2 members** for ground ladder operations and ventilation.
- **1 aerial operator** (if an aerial device is used).

Rapid Intervention Crew (RIC):

- Initial IRIC assembled from the first attack crew.
- **Full RIC established** as more resources arrive (**4 members**).

Total Effective Response Force:

- **Minimum: 16 members**
- **17 members** if an aerial device is used
- **Burleson Fire/EMS Minimum Daily staffing 17 members**

NFPA 1710 Open-Air Strip Shopping Center – Initial Full Alarm Assignment (5.2.4.2)

Response Requirements for Structure Fires (13,000 – 196,000 sq. ft.)

Incident Command & Safety:

- **2 members** dedicated to overall coordination and safety outside the hazard area.

Water Supply & Application:

- **Two uninterrupted water supplies** at a minimum of **500 GPM**, each maintained by **1 operator (2 members)**.
- **500 GPM fire attack rate** using **three handlines** (minimum **150 GPM each**), each operated by **2 members (total: 6 members)**.

Support & Fireground Operations:

- **3 members** for hydrant hookup, hose deployment, utility control, and forcible entry.
- **4 members** for **search and rescue** (two teams of two).
- **4 members** for **ground ladder operations & ventilation** (two teams of two).
- **1 aerial operator** (if an aerial device is used).

Rapid Intervention Crew (RIC):

- Initial **IRIC from the first attack crew**.
- **Full RIC established** as more resources arrive (**4 members**).

Emergency Medical Component:

- **2 members** for immediate on-scene EMS and patient transport.

Total Effective Response Force:

- **Minimum: 27 members**
- **28 members** if an aerial device is used
- **Burleson Fire/EMS Minimum Daily staffing 17 members**

NFPA 1710 Apartment Fire – Initial Full Alarm Assignment (5.2.4.3)

Response Requirements for a 1,200 sq. ft. Apartment in a Three- Story Garden-Style Building

Incident Command & Safety:

- **2 members** dedicated to coordination and safety outside the hazard area.

Water Supply & Application:

- **Two uninterrupted water supplies** at a minimum of **400 GPM**, each maintained by **1 operator (2 members)**.
- **300 GPM fire attack rate** using **three handlines** (minimum **100 GPM each**), each operated by **2 members (total: 6 members)**.

Support & Fireground Operations:

- **3 members** for hydrant hookup, hose deployment, utility control, and forcible entry.
- **4 members** for **search and rescue** (two teams of two).
- **4 members** for **ground ladder operations & ventilation** (two teams of two).
- **1 aerial operator** (if an aerial device is used).

Rapid Intervention Crew (RIC):

- Initial IRIC from the first attack crew.
- **Full RIC established** as more resources arrive (**4 members**).

Emergency Medical Component:

- **2 members** for immediate on-scene EMS and patient transport.

Total Effective Response Force:

- **Minimum: 27 members**
- **28 members** if an aerial device is used
- **Burleson Fire/EMS Minimum Daily staffing 17 members**

ISO Class 1 vs. NFPA 1710 Compliance

ISO Class 1 Rating

- **Purpose:** Evaluates a community's overall fire protection capability for insurance purposes.
- **Scoring System:** 1 (best) to 10 (worst)
- **Issued By:** Insurance Services Office (ISO) via the Public Protection Classification (PPC) program
- **Key Components:**
 - **Emergency Communications (10%)**
 - **Fire Department (50%)**
 - **Water Supply (40%)**
 - **Community Risk Reduction (extra credit)**
- **Focus:** Infrastructure, equipment, staffing, training, water supply, and dispatch system
- **Outcome:** May impact homeowners' and businesses' insurance premiums

Note: Our ISO Class 1 rating has been sustained through ongoing pursuit toward NFPA 1710 compliance. While we have not fully achieved all levels of 1710 compliance, our continued pursuit has supported our top rating. However, as call volume continues to rise—especially with the projected growth in District 4—our ISO Class 1 status is at risk in future evaluations if additional resources are not assigned to address the increased demand.

Burleson Fire/EMS Assembly Objectives

Burleson's Challenges & Goals Current Challenges:

- **All on-duty personnel must be available** to assemble for a structure fire.
- **High call volume and competing incidents** limit the ability to assemble personnel quickly.
- **Mutual aid is valuable**, but response times from aid partners are longer, delaying assembly in the critical early minutes.

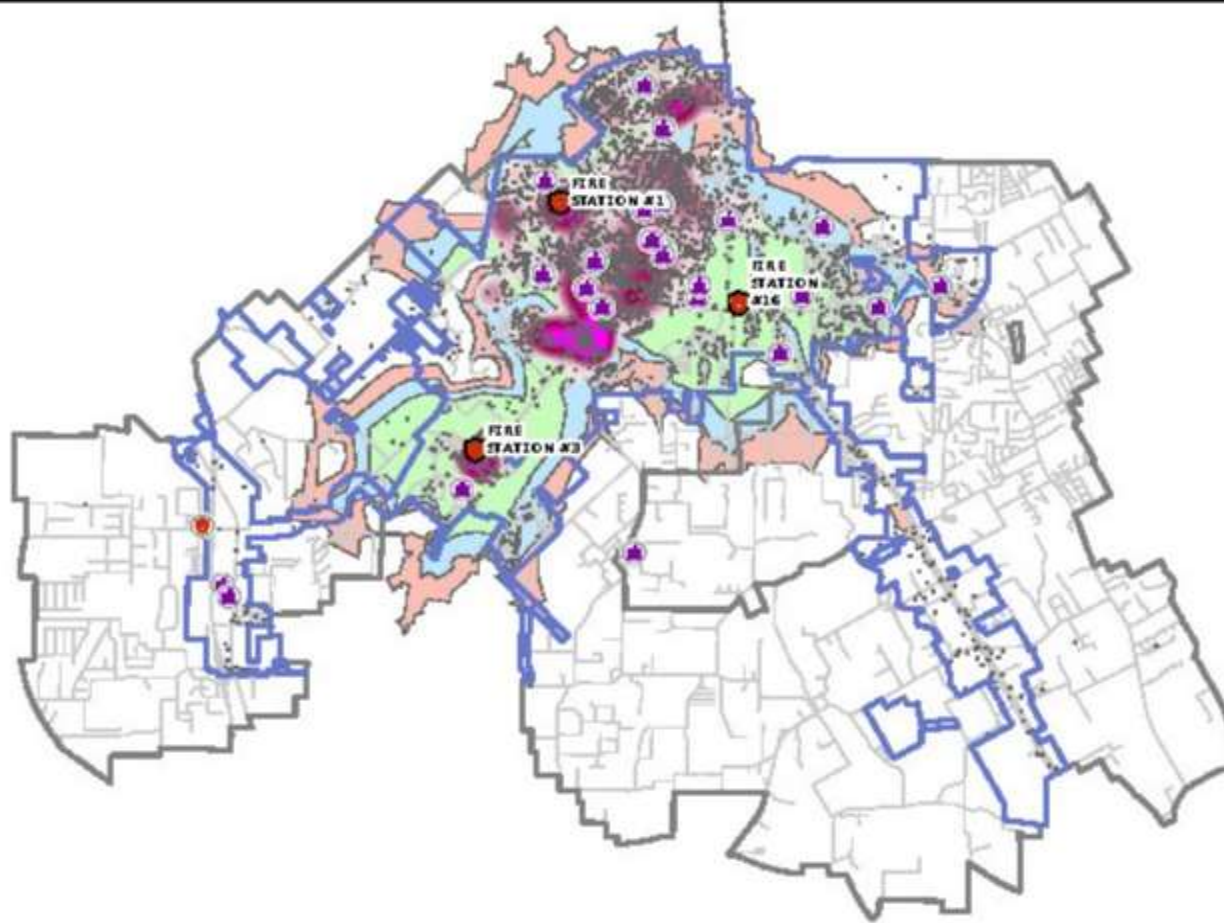
Burleson Fire/EMS in pursuit of NFPA 1710

- **Goal < 7-minute drive time** for the first unit on scene 90% of incidents.
- **Minimum staffing of 23 to provide Station 4 and a 4th Ambulance with staffing**
- **Proper assembly time** is crucial for a coordinated attack on structure fires and critical medical emergencies.

Burleson's Strategy for Improvement:

- **Increase minimum staffing** to meet proper assembly times.
- **Strategically locate fire stations** (e.g., Station 4) to improve response coverage.
- **Enhance self-sufficiency** by reducing dependence on mutual aid for initial response.
- **Ensure quicker, more effective fire suppression and EMS Care** within NFPA 1710 standards.

Current Situation



- Existing Fire Stations
- Schools
- Johnson County ESD
- City Limit

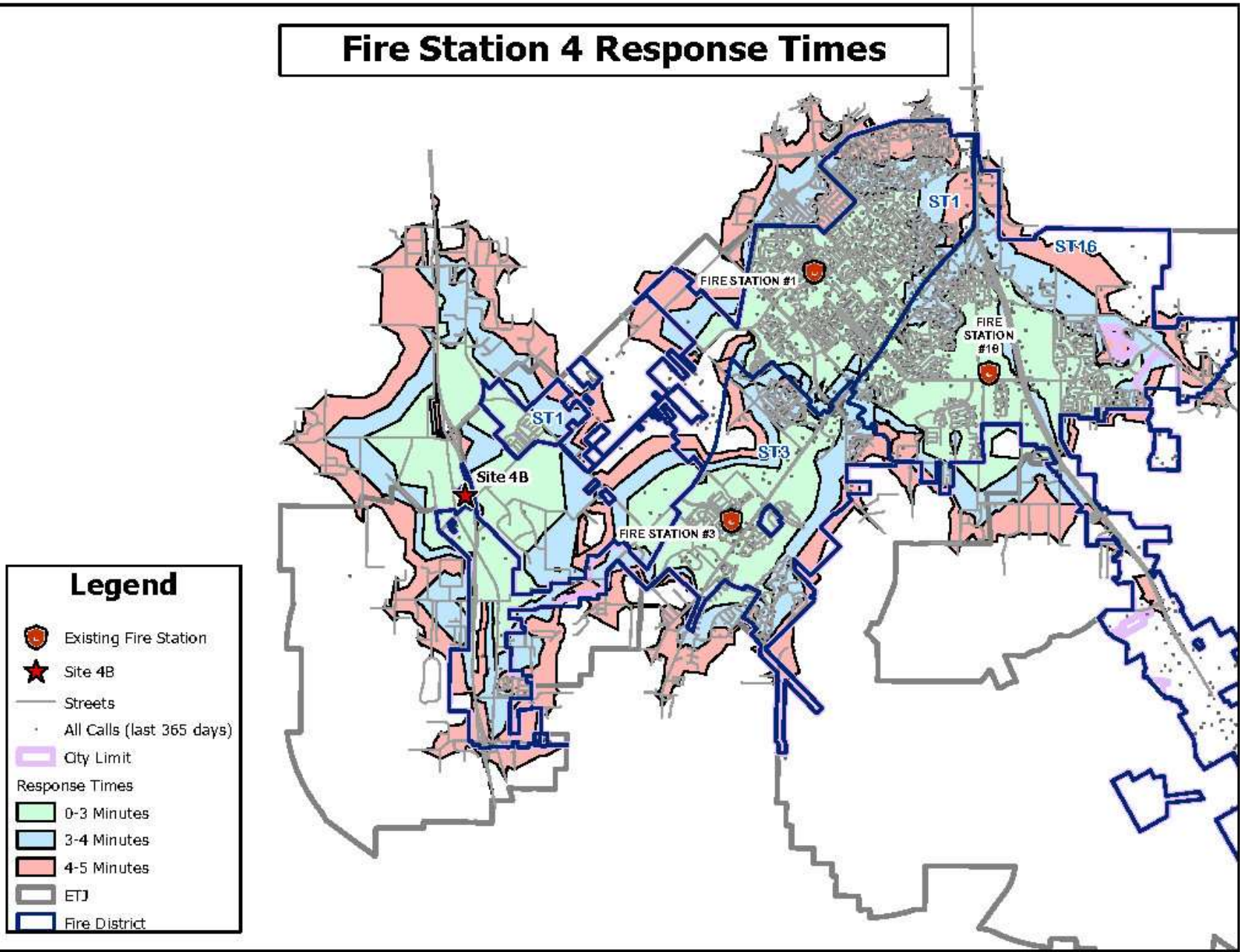
- ETJ
- Street Centerline
- All Calls (last 365 days)

- Fire Incidents Heat Map (All calls last 365 days)
- Sparse
 - Dense

- Current Response Times
- 0-3 Minutes
 - 3-4 Minutes
 - 4-5 Minutes



Fire Station 4 Response Times



Public Safety Facilities

Burleson voters approved Proposition B for \$52,360,000 during the May 7, 2022 special bond election.
BRW Station 4 Cost estimation \$15,943,000.00

Fire Station 4 Construction

Background

- The city of Burleson currently has three fire stations and none are located on the city's western border.
- The construction of Fire Station 4 would provide fire and emergency medical services to the western portion of the city in a manner that meets safety and response criteria for the citizens and firefighters based on National Fire Protection Association (NFPA), Texas Commission on Fire Protection best practice standards.
- In 2021, a feasibility study was conducted to review fire station needs.
- The Special Citizens Advisory Bond Committee considered fire department needs and options for a new station.
- The committee unanimously recommended the proposed fire station on the 2022 Bond Election ballot.

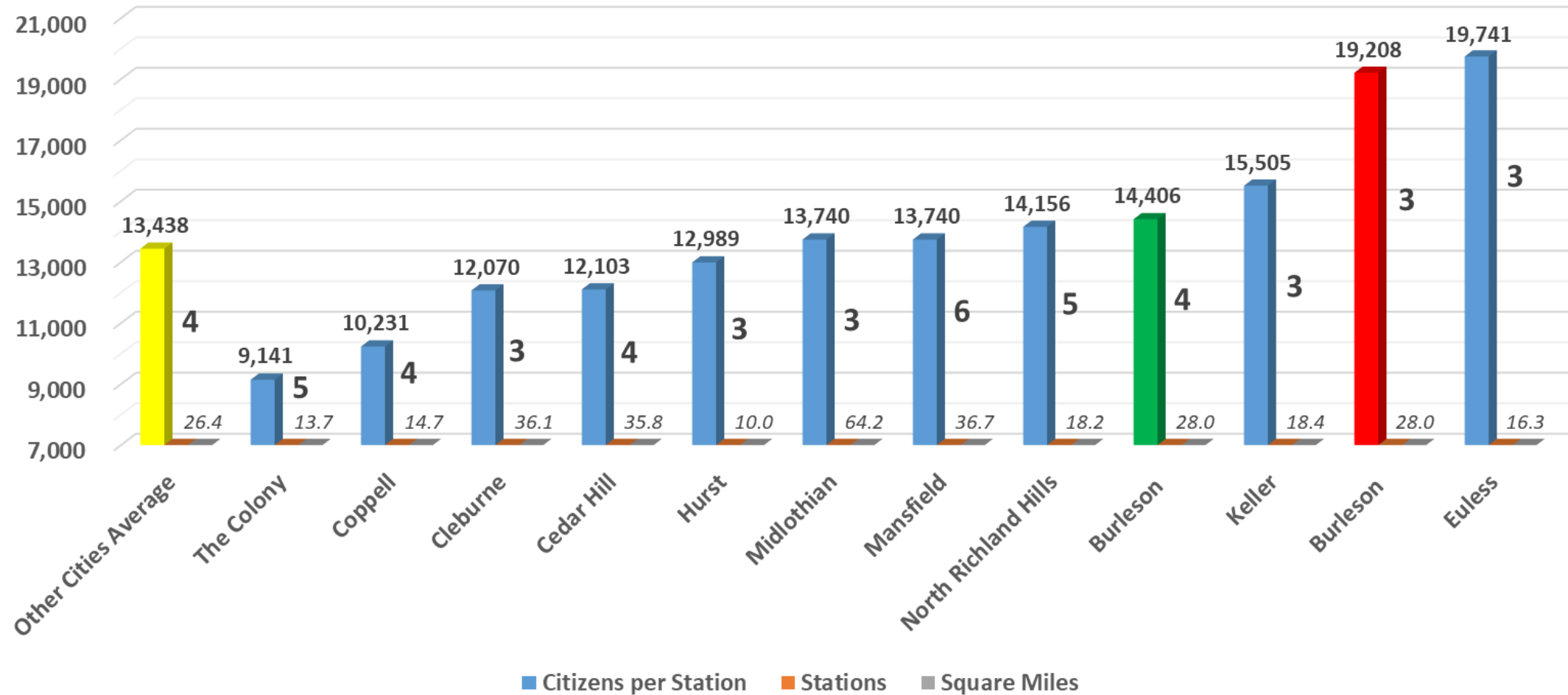


Bond Project

Proposed Fire Station 4 consists of:

- Construction of a 18,944 square foot, four-bay fire station on the western portion of Burleson.
- Living quarters for 11 fire personnel.
- Storm Shelter.
- Training room.
- Community engagement space.
- An office for Burleson Police Department.

Comparative Cities – Citizens per Station



The Euless Fire Department is a notable outlier among peer cities in terms of citizens served per station. In 2024, Euless reported a total call volume of 6,428, which is 42.5% lower than Burleson’s 9,150 calls. While Euless has city limits totaling 16.3 square miles, the fire department is only responsible for 11.3 square miles—since a portion of the city falls within DFW Airport jurisdiction and is served by DFW Fire/EMS. In contrast, Burleson Fire/EMS covers a full 28.26 square miles, further emphasizing the greater operational demands placed on our system.

System Changes & Needs with the Addition of Station 4

Ladder Tower Purchase & Placement

- A new Tower Ladder truck will be purchased to enhance aerial firefighting and rescue capabilities.
- Since Station 4 is located in the county area, the Tower Ladder will be stationed at Station 1 to better serve the city core.
- This restores bucket capabilities previously lost in recent years.

Engine & Ambulance Deployment Adjustments

- An engine will be relocated to Station 4 to ensure fire/EMS coverage in the expanding west side.
- The 4th ambulance will be double-company at Station 1, reducing excessive back-and-forth movement across the city and improving EMS efficiency.

Minimum Staffing at Station 4

- Engine 4 will be staffed with a guaranteed 4-person crew, including one dedicated position as a firefighter/paramedic to maintain advanced EMS response capabilities.

Example of a Tower Ladder



Proposed Staffing for Engine 4 & 4th Ambulance Cost Estimation

Engine 4 Staffing:

- 1 Lieutenant
- 1 Engineer
- 1 Firefighter/EMT
- 1 Firefighter/Paramedic

4th Ambulance Staffing:

- 1 Firefighter/Paramedic
- 1 Firefighter/EMT

Cost Breakdown:

- **Average cost per position: \$123,261.10** (*Includes base salary & benefits, with no additional certification pay beyond known paramedic pay*).
- **Staffing multiplier: 3.5 per position** (*Covers three shifts + time off relief*).
- **Total FTEs required: 21 (Engine: $4 \times 3.5 = 14$ | Ambulance: $2 \times 3.5 = 7$)**
- *Total annual Ambulance cost: \$862,827.70*
- *Total annual Engine cost: \$1,725,655.40*
- **Total annual staffing cost: \$2,588,483.10**

★ **Note:** Salary estimates are based on **current rates** and do not account for **future cost escalations**, including **COLA adjustments, step plan increases, additional certification pay, overtime variations, or FLSA impacts**. Actual costs may increase over time and require future budget adjustments.

Alternative Fire & EMS Coverage Amid Budget Constraints

With upcoming CIP and operational constraints, the CMO has requested the Fire Department to explore alternative solutions to ensure emergency coverage in the growing west side of Burleson.

Strengthen Collaboration with Johnson County ESD #1

- ✓ **Automatic Aid Expansion** – Increase **pre-designated responses** for high-priority incidents.
- ✓ **Mutual Aid Agreements** – Ensure consistent **resource sharing** without long-term financial commitments.
- ✓ **Contract for Services** – Evaluate a **formal contract** with ESD for interim response coverage if **call volume approaches 400+ annually**.

Establish a Pre-Construction Presence

- ✓ **Responding from ESD Facilities** – Explore **staging a Burleson unit** at an ESD station to reduce response times.
- ✓ **Utilize the Training Division Fire Academy** – **Station personnel temporarily** at the Fire Academy to provide **limited emergency response** coverage in the area.

Current CIP Timeline for Station 4

Year	Milestone
2025	<ul style="list-style-type: none">• Confirm land use & conduct Council presentations.• Reassess timeline with Council in CIP discussions.
2026	<ul style="list-style-type: none">• Plan operational staffing needs as design is set begin in 2027.• A phased hiring plan will need to be implemented.
2027	<ul style="list-style-type: none">• Select architect & construction team.• Begin pre-construction planning.
2028	<ul style="list-style-type: none">• Finalize architectural plans.• Order apparatus (Ladder Tower & Brush Truck).
2029	<ul style="list-style-type: none">• Begin construction.
2030	<ul style="list-style-type: none">• Apparatus delivered.• Station 4 opens; construction completed.

Additional Needs Concurrent with Station 4 Implementation

4th Ambulance Staffing

- Several staffing models to consider, ranging from peak-time staffing to full 24-hour staffing, ensuring resources align with demand and operational efficiency.

Fire Inspector / Investigator

- Fire inspections are primarily conducted by crews, creating conflicts with operational duties and training time. A dedicated inspector will improve efficiency, compliance, and fire prevention efforts.

Lieutenant for Training

- The training office is overwhelmed with no dedicated support. A Training Lieutenant is essential to deliver training to crews, maintain operational readiness, and ensure compliance with evolving fire and EMS standards.

Deputy Emergency Manager

- The Emergency Management Office lacks redundancy and additional staff to handle increasing workload demands.
- A Deputy Emergency Manager is needed to support disaster preparedness, emergency response coordination, and continuity of operations as the city's risk profile grows.

Council Feedback on Key Considerations for Station 4 & EMS Expansion

Timing & Funding	Alternative Coverage Solutions	Operational Impact
<ul style="list-style-type: none">• Prioritize funding decisions to align with CIP constraints and long-term financial planning.• Refine the operational budget to support a phased staffing approach that meets service demands.• Avoid funding delays, as station design, construction, and phased hiring require approximately 3.5 years for full implementation.	<ul style="list-style-type: none">• Explore automatic/mutual aid agreements and interim coverage contract options with ESD to enhance service reliability.• Assess feasibility of staging personnel at the Fire Academy or an ESD facility to improve response times.• Avoid long-term reliance on outside agencies—work toward self-sufficiency.	<ul style="list-style-type: none">• Initiate staffing and resource planning to maintain adequate emergency response.• Phase in additional personnel and apparatus to match increasing call volume.• Plan for long-term growth, ensuring sustainability beyond initial staffing and equipment.• Continue strategic planning for concurrent Fire Department needs to support overall operations.



Questions or Comments?