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

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

1. CALL TO ORDER

Invocation - Gloria Gillespie, Pastor Emeritus, Open Door Church

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

- Special Presentation for Former City of Burleson City Manager Kay Godbey

-A Proclamation recognizing January 18, 2026, as "National Kay Godbey Day" in the City of Burleson. (*Recipients: Her Sister, Glenda Godbey, and her daughters, Denise James and Shelly Klein*)

-A Presentation of the Texas Flag from the office of Senator Phil King. (*Presenter: Doug Sandifer, Deputy Chief of Police*)

-A Presentation from Texas Women Leading in Government. (*Presenter: Paulette Hartman, President of Texas Women Leading in Government/City Manager, North Richland Hills*)

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 January 20, 2026 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

B. Consider and take possible action on a resolution supporting grant funding from the Office of the Governor, State of Texas, for renewal of the full-time victim assistant coordinator and execute the CEO/Law Enforcement Certifications and Assurances form. *(Staff Contact: Wes Routson, Support Bureau Captain).*

6. ETJ RELEASE

A. ETJ Release Petition for 2300, 2320, 2426, 2600, and 2612 N Cummings Dr (Case 25-373): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 113.89 acres of land addressed as 2300, 2320, 2426, 2600, and 2612 N Cummings Dr. *(Staff Contact: Tony McIlwain, Development Services Director)* (No Planning and Zoning Commission action was required for this item)

7. DEVELOPMENT APPLICATIONS

A. 1500 CR 602, Voluntary Annexation (Case 25-260): Continue public hearing, consider and take possible action on an ordinance continued from the January 5, 2026 council meeting for the voluntary annexation of approximately 80.122 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, generally located at 1500 CR 602. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director)* (No Planning and Zoning Commission action was required for this item)

B. 1500 CR 602 (Case 25-258): Continue public hearing, consider and take possible action on an ordinance continued from the January 5, 2026 council meeting for a zoning change request from defaulted "A" Agricultural to "SF10" Single-family for the development of a single-family subdivision with minimum lot sizes of 10,000 square feet. *(First and Final Reading)* *(Staff Contact: Tony D. McIlwain, Development Services Director)* (The Planning and Zoning Commission recommended disapproval 8-0)

8. GENERAL

- A.** Hold the second public hearing and consider and take possible action on a proposed strategic partnership agreement (SPA) with the North Johnson County Municipal Management District No. 1. *(Staff Contact: Tony D. McIlwain, Development Services Director)*
- B.** Consider and take possible action on a facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the 2026-2027 market season. *(Staff Contact: Alex Philips, Economic Development Director)*
- C.** Consider and take possible action on a professional services agreement with Kimley-Horn for the design of the Chisholm West Lift Station in the amount not to exceed \$805,680.00 (Project WW2603). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*
- D.** Consider and take possible action on a professional services agreement with Kemp Golf Course Design in the amount of \$103,000 for a master plan of Hidden Creek Golf Course. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- E.** Consider and take possible action on a resolution authorizing the rejection of bids for ITB 2026-004 for the replacement of fence at Hidden Creek Golf Course. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

9. REPORTS AND PRESENTATIONS

- A.** Receive a report, hold a discussion, and provide staff direction on the Shannon Creek Park redesign proposal. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- B.** Receive a report, hold a discussion, and provide staff direction on the proposed budget for Sports Facilities Management (SFM) to operate Chisenhall Sports Complex *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- C.** Receive a report, hold a discussion, and provide staff direction on overtime utilization in the Fire/EMS Department. *(Staff Contact: Casey Davis, Fire Chief)*
- D.** Receive a report, hold a discussion, and provide staff direction on ISO Class 1 resurvey. *(Staff Contact: Casey Davis, Fire Chief)*

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS**11. RECESS INTO EXECUTIVE SESSION**

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

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

- C. 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**
-Receive a report and hold a discussion regarding an informal security audit of certain City facilities and buildings
- D. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the **22nd of January 2026, by 5:30 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

BUDGET STATEMENT

Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must be on the City Council meeting agenda at which the City Council will discuss or adopt a budget for the City of Burleson: For a median-valued homestead property (\$306,724), the City's portion of the property tax bill in dollars for the current fiscal year (FY24-25) is \$2,032.66, the City's portion of the property tax bill for the upcoming fiscal year (FY25-26) for the same property if the proposed budget is adopted is estimated to be \$2,213.93, and the City's portion of the property tax bill in dollars for the upcoming fiscal year (FY25-26) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be \$2,021.62.

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: Monica Solko, Deputy City Secretary

MEETING: February 2, 2026

SUBJECT:

Consider and take possible action on the minutes from the January 20, 2026 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.2 Continue to improve the efficiency and productivity of operations</p> <p>1.3 Deliver high-quality service and communications to external and internal customers</p>

SUMMARY:

The City Council duly and legally met on January 20, 2026 for a regular council meeting.

RECOMMENDATION:

Council may approve the minutes as presented or approve with amendments.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

**BURLESON CITY COUNCIL REGULAR MEETING
JANUARY 20, 2026
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER - Time 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:31 p.m.**

Invocation – Frank Pace, Minister of Wings of Hope

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- Adoptable pet of the quarter (*Staff Contact: DeAnna Phillips, Director of Community Services*) - **MOVED**
- City/County Transportation Update (*Presenter: AJ Arjanen, General Manager; City County Transportation*)

C. Community Interest Items

- Announcement, Johnson County has a 4-H Robotics Club called AgRobotics.
- Join us, February 5, City Fest, at the Brick, 4:30 p.m., 550 NW Summercrest Blvd.

- Johnson County Fair just ended, kids participated at the FW stock show and rodeo.
- The Great Giveback, January 31, 9-11am, Burleson Library, 248 SW Johnson Avenue, community is invited to learn about charitable organizations in Burleson and Johnson County.
- Join us, Farmers Market, Valentines Day, Mayor Vera Calvin Plaza, 141 W. Renfro Street.
- Welcome the 3rd Annual Burleson 101 Civic Academy, class of 2026, kick off last week.
- The city's plan for the potential weather this weekend will start with sanding of streets on Friday. Citizens watch for social media posts and website for warming stations and updates.

B. Presentations - MOVED

- **Adoptable pet of the quarter** (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- None.

4. CITIZEN APPEARANCES

- No speakers.

5. CONSENT AGENDA

A. Minutes from the January 5, 2026 regular council meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

B. CSO#6027-01-2026, minute order ratifying the Burleson 4A Economic Development Corporation's action to amend 4A05202024BlackRockCoffee, a Performance Agreement with C&C Burleson, LLC. for the design and construction of the modification of an existing hooded left turn lane, along SW Wilshire Blvd. (*Staff Contact: Michelle McCullough, Deputy Director/City Engineer*)

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- C. **CSO#6028-01-2026, ordinance amending ordinances CSO#1215-12-2019 and CSO#200-06-2022, to modify the Preliminary Plat, Final Plat, and Replat policies; selecting the Development Assistance Committee as the approval body for Preliminary Plats, Final Plats, and Replats. (Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- D. **CSO#6029-01-2026, agreement with Bound Tree Medical, LLC, through an interlocal agreement with City of Midlothian for EMS medical supplies and equipment. (Staff Contact: Casey Davis, Fire Chief)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- E. **CSO#6030-01-2026, contract with C. Green Scaping, LP for construction services on the 116 S. Warren Street Parking Lot (ITB 2026-005) in the amount of \$272,304.80, with a project contingency of \$27,230.48, for a total amount of \$299,535.28 (Project ST2401). (Staff Contact: Randy Morrison, PE, Director of Capital Planning)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- F. **CSO#6031-01-2026, contract with American Traffic Construction for construction services of the Old Town Lighting Improvements (Bransom & Buford) (ITB 2026-003) in the amount of \$220,050.00, with a project contingency of \$22,005.00, for a total amount of \$242,055.00 (Project ST2509). (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS - MOVED

- A. **Receive a report, hold a discussion, and provide staff direction on the selection of a firm to provide delinquent property tax collection services. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Matt Ribitzki, Sr. Deputy City Attorney and Director of Legal Services, spoke on the bid process for delinquent property tax collection services to council. He explained

that two firms, Perdue Brandon Fielder Collins & Mott, LLP, and Linebarger Attorneys at Law, were tied in the evaluation process, and staff requested direction from Council. Mr. Ribitzki introduced representatives from each firm.

Marcus Hanna, representing Linebarger Attorneys at Law, spoke regarding the firm's partnership approach and its use of technology in providing property tax collection services. Charles Dave, representing Perdue Brandon Fielder Collins & Mott, LLP, spoke about the firm's long-standing relationship with the city and its years of service in tax collection.

Council discussion focused on the value of established relationships, respect for the City's history, and the importance of technology and innovation in service delivery. At the conclusion of the discussion, Council expressed that Linebarger's technology could position the city for future needs. Staff indicated they would bring an item back to Council for further consideration.

6. DEVELOPMENT APPLICATIONS

- A. CSO#6032-01-2026, ordinance change request from "GR, General Retail", to "GR General Retail with a Specific Use Permit for a Liquor Store" located at 2650 SW Wilshire Blvd, Suite 300 (Case 25-219). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)**

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

Mayor Fletcher opened the public hearing. **Time: 6:34 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:35 p.m.**

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

Motion passed 7-0.

- B. CSO#6033-01-2026, ordinance change request from "A", Agriculture, to "SFE", Single Family Estate District located at 816 Wicker Hill Road (Case 25-313): (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)**

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

Mayor Fletcher opened the public hearing. **Time: 6:37 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:38 p.m.**

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

Motion passed 7-0.

7. GENERAL

- A. CSO#6034-01-2026, resolution for a petition submitted by AP-Groundwork Venture, LLC requesting the expansion and extension of the City's extraterritorial jurisdiction (ETJ) to include tracts 1, 3, 4 and 5 of the North Johnson County Municipal Management District (MMD) No.1. (Staff Contact: Tony D. McIlwain, Development Services Director)**

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

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

Motion passed 7-0.

- B. First public hearing on a proposed strategic partnership agreement (SPA) with the North Johnson County Municipal Management District No. 1. (Staff Contact: Tony D. McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, presented the first public hearing on a proposed strategic partnership agreement (SPA) to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:58 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:59 p.m.**

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction on the selection of a firm to provide delinquent property tax collection services. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services) - MOVED**

Item 8A was presented after consent agenda above.

- B. Receive a report, hold a discussion, and provide staff direction regarding the City's current procurement methods and practices. (Staff Contact: Lauren Seay, Deputy Director of Administrative Services)**

Lauren Seay, Deputy Director of Administrative Services, gave an update to the city's current procurement methods and practices to the council.

- C. Receive a report, hold a discussion, and provide staff direction on regulations associated with data centers. (Staff Contact: Tony McIlwain, Development Services Director)**

Tony McIlwain, Director of Development Services, presented regulations associated with data centers. Council requested that the item be brought to Infrastructure and Development Committee for further discussion.

Ryan Geipe, 2744 Lisa Maria Street, online speaker card, asked that large scale data centers should be treated separately from the other heavy industrial assets in the zoning district.

9. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
- Cause No. DC-C202500492; *City of Burleson, et al., vs. Pecos Housing Finance Corporation, et al.*, in the District Court, 18th Judicial District, Johnson County, Texas
 - Case 25-260 (1500 CR 602, Voluntary Annexation) voluntary annexation of approximately 80.122 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, generally located at 1500 CR 602
 - Case 25-258 (1500 CR 602) zoning change request from defaulted "A" Agricultural to "SF10" Single-family for the development of a single-family subdivision with minimum lot sizes of 10,000 square feet
- 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**

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 7:46 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 8:27 p.m.**

Motion passed 7-0.

11. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 8:27 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Police


FROM: Wes Routson, Support Bureau Captain

MEETING: February 2, 2026

SUBJECT:

Consider and take possible action on a resolution supporting grant funding from the Office of the Governor, State of Texas, for renewal of the full-time victim assistant coordinator and execute the CEO/Law Enforcement Certifications and Assurances form. *(Staff Contact: Wes Routson, Support Bureau Captain).*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Focus Area 3	Strategic Goal
 Beautiful, Safe, & Vibrant Community	3.3 Enhance emergency response services 3.5 Continue community policing and risk reduction programs

SUMMARY:

The Burleson Police Department requests Council's support to submit an application for the renewal of the full-time victim assistant coordinator grant in the amount of \$54,000 for the fiscal year of 2027 and execution of the CEO/Law Enforcement Certifications and Assurances form.

PROCUREMENT METHOD:

N/A

RECOMMENDATION:

Staff recommends approval as presented.

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

While this is a three-year cycle, the City of Burleson is required to apply each year. This will be the eighth year we have applied for grant funding of the victim assistance coordinator.

REFERENCE:

NA

FISCAL IMPACT:

The grant request is for \$54,000 with a minimum twenty percent (20%) match for fiscal year 2027. The City of Burleson's projected contribution after salary adjustments is \$44,255.53 (45%).

STAFF CONTACT:

Wes Routson
Support Bureau Captain
wroutson@burleson@burlesontx.com
817-426-9947



Victim Assistance Grant

PRESENTED TO THE CITY COUNCIL ON

FEBRUARY 02, 2026

Grant Funding Resolution

Victim's Assistance Coordinator

- In FY2022-23, the City of Burleson was awarded a grant for a full-time Victims' Assistance Coordinator position through the Office of the Governor, State of Texas. The grant was approved for a three-year cycle, requiring an annual application for renewal.
- In FY2025-26, the City of Burleson was awarded a third, three-year grant cycle for the Victim's Assistance Coordinator position, which also requires an annual application for renewal.
- The grant requires a minimum contribution from the City of Burleson of twenty percent (20%)
- If the full grant amount request of \$54,000 is awarded, the City of Burleson's contribution for FY2026-27 is projected to be \$44,255 (45%).
- Each year of the three-year cycle requires:
 - A resolution from the City of Burleson supporting grant funding from the Office of the Governor, State of Texas (Exhibit 3)
 - A *CEO/Law Enforcement Certifications and Assurances Form* signed by the mayor and chief of police (Exhibit 4)

Resolution

○ Options:

- Approve the resolution and execute the *CEO/Law Enforcement Certifications and Assurances form* (staff's recommendation); or,
- Deny the resolution and not execute the *CEO/Law Enforcement Certifications and Assurances form*

Questions / Comments

Wes Routson

Support Bureau Captain

wroutson@burlesontx.com

817-426-9947

RESOLUTION

A RESOLUTION OF THE CITY OF BURLESON, TEXAS SUPPORTING GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR, STATE OF TEXAS, TO CONTINUE THE GRANT FUNDING OF A FULL-TIME VICTIM ASSISTANT COORDINATOR; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds it is in the best interest of the citizens of Burleson that the victim assistant coordinator position be operated for 2026-2027; and

WHEREAS, the City Council agrees to provide the applicable matching funds for the said project for the General Victim Assistant grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of Governor funds, the City Council assures the Office of the Governor that the funds will be returned in full; and

WHEREAS, the City Council desires to designate the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City.

WHEREAS, City of Burleson designates their Accountant as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

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

Section 1.

The City Council approves the submission of the grant application for the victim assistant coordinator to the Office of the Governor.

Section 2.

The City Council supports the approval of the victim assistant coordinator grant.

Section 3.

The City Council hereby designates the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City. The City Council hereby directs that the Chief of Police submit a copy of this resolution to the Office of the Governor.

Section 4.

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

Section 5.

If any section, subsection, sentence, phrase or word of this resolution be found to be illegal, invalid or unconstitutional, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this resolution or the application of any other section, sentence, phrase, word, paragraph, or provision of any other resolution of the City. The City Council declares that it would have adopted the valid portion and applications of this resolution without the invalid part, and to this end the provisions of this resolution are declared to be severable.

Section 6.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 7.

This resolution shall be effective upon its adoption.

DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2026.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Grant # 3 7 8 0 3 0 8



Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: City of Burleson	Date: February 02, 2026
Agency/Department Name: Burleson Police Department	
Name of Chief Executive Officer: Chris Fletcher, Mayor	
Name of Head of Law Enforcement Agency: Billy Cordell, Chief of Police	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of City of Burleson (“Grantee”) and as head of Burleson Police Department (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

City Council Regular Meeting

DEPARTMENT: Development Services


FROM: Tony McIlwain, Development Services Director

MEETING: February 2, 2026

SUBJECT:

ETJ Release Petition for 2300, 2320, 2426, 2600, and 2612 N Cummings DR (Case 25-373): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 113.89 acres of land addressed as 2300, 2320, 2426, 2600, and 2612 N Cummings DR. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	2.2 Promote sustainable residential and commercial development through strategic and long-term planning

SUMMARY:

On January 6, 2026, a petition was submitted by James M. Spencer and Ava Ayers Spencer to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 113.89 acres of land addressed as 1601 W FM 917 as shown on the attached Exhibit 2. Portions of the property (71.348 acres) are currently under a development agreement (attached as Exhibit 4).

RECOMMENDATION:

S.B. 2038 is being constitutionally challenged, recommend taking no action.

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

April 21, 2016: Development Agreement signed by property owner (Development Agreement expires June 20, 2041).

REFERENCE:

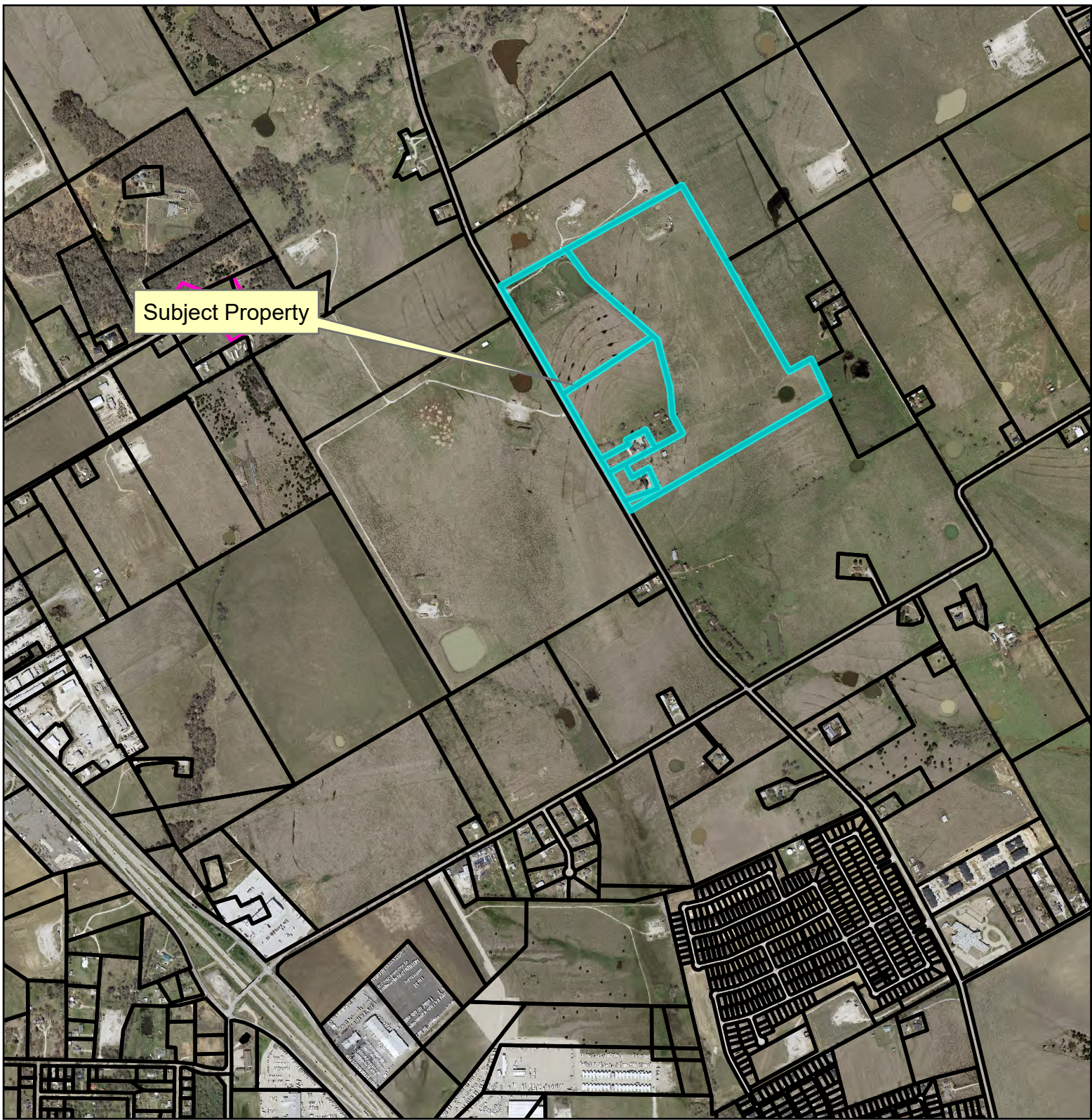
[88\(R\) SB 2038 - Senate Committee](#)
[Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

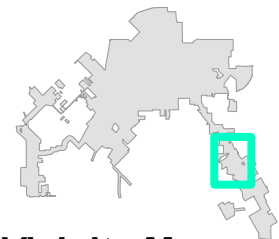
None.

STAFF CONTACT:

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



**N Cummings DR
ETJ Release Petition
Case 25-373**



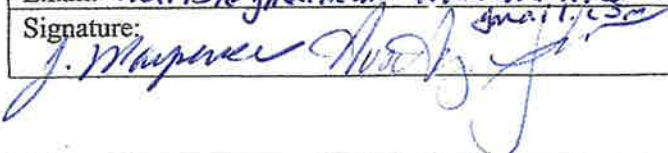
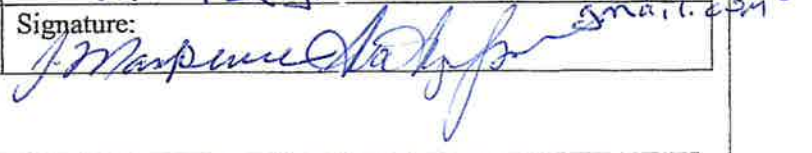
Vicinity Map

THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

The required fee is \$200





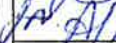


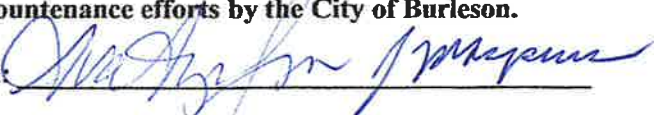
APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: JAMES M. SPENCER AND ANA AYES SPENCER	Name: JAMES M. SPENCER AND ANA AYES SPENCER
Company:	Company:
Address: 2300 N. CUMMINGS DR ALVARADO TX 76009	Address: 2300 N CUMMINGS DR ALVARADO TX 76009
Telephone: (817) 939-3369 & (817) 658-0930	Telephone: (817) 939-3369 & (817) 658-0930
Email: avaa1951@gmail.com marktan172@gmail.com	Email: avaa1951@gmail.com AND marktan172@gmail.com
Signature: 	Signature: 

SITE INFORMATION

Number of properties within the area to be released:	FIVE
General location or address of area to be released:	2300 N. CUMMINGS DR AND 2300 N. CUMMINGS DR.
Total Acres to be released:	113.852
County of Request	JOHNSON

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

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

CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>0002300 N. CUMMINGS DR 126-0687-00450 ABST 687 TR 7 WM PHIPS</p> <p>0002300 N. CUMMINGS DR 126-0687-00011 ABST 687 TR 2 PG 3 WM PHIPS</p> <p>0002426 N. CUMMINGS DR 126-0687-00020 ABST 687 TR 3 PG 5 WM PHIPS</p> <p>0002400 N. CUMMINGS DR 126-0687-00020 ABST 687 TR 3 WM PHIPS</p> <p>0002612 N. CUMMINGS DR 126-0687-00460 ABST 687 TR 6, 7 WM PHIPS</p>	<p><i>[Signature: Ava Nguyen-Lan]</i></p> <p><i>[Signature: James Ingram]</i></p>	<p>State of <u>Texas</u></p> <p>County of <u>Tehama</u></p> <p>The instrument was signed or acknowledged before me on <u>12/21/2025</u></p> <p>By <u><i>[Signature: Tanner B Glenn]</i></u></p> <p>Print name of signer(s) Tanner B Glenn Notary Public, State of Texas NOTARY ID #135524983 My Commission Exp 07/22/2029</p> <p><i>[Signature: Tanner B Glenn]</i> Notary Signature</p>
		<p>State of _____</p> <p>County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____</p> <p>Print name of signer(s) _____ Notary Signature</p>

BILLY JOE BOYD
VOL. 2334, PG. 427
D.R.J.C.T.

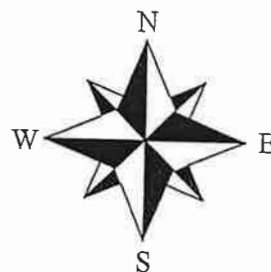
POINT OF
BEGINNING
CONTROL MON.
N:6848724.92(Y)
E:2360814.64(X)
1/2" IRF

WILLIAM PHIPPS
A-688

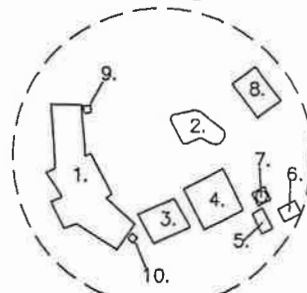
J.S. PAXTON, ETUX
VOL. 3592, PG. 516
D.R.J.C.T.

DAVID S. WARDLOW
A-870

42.542 ACRES
CLIFFORD D. RAYBURN, ETUX
VOL. 1863, PG. 752
D.R.J.C.T.

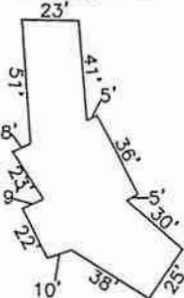


DETAIL



1. HOUSE (SEE HOUSE DETAIL)
2. POOL
3. CARPORT 30'x25'
4. POOL HOUSE 35'x35'
5. SHED 10'x15'
6. SHED 10'x15'
7. WATER TANK 10'x10'
8. SHED 20'x30'
9. AC UNIT
10. AC UNIT

HOUSE DETAIL
1-STORY BRICK HOME

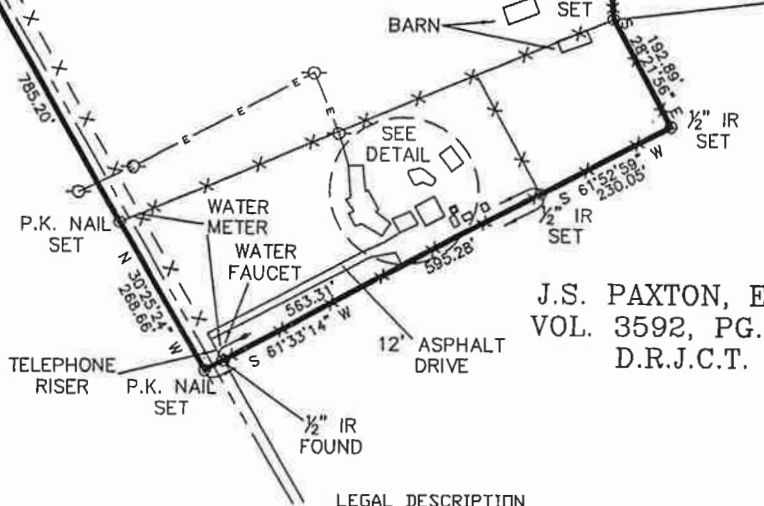


I HEREBY STATE THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND IS TO THE BEST OF MY KNOWLEDGE CORRECT, AND THAT THERE ARE NOT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCRDACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON.

RICKEY LYNN HICKMAN RPLS # 4974 - SURVEYED ON THE GROUND JUNE, 2009

NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.
2. BASIS OF BEARINGS ARE TEXAS NORTH CENTRAL ZONE NAD 83 GRID COORDINATES.
3. BASED ON FEMA MAP PANEL No. 48251CIND0 NO PORTION OF THIS PROPERTY LIES WITHIN 100 YEAR FLOOD ZONE.
4. ALL CORNERS SET ARE AS SHOWN ON DRAWING AND LEGAL DESCRIPTION.
5. BASIS OF BEARING IS THE NORTH PROPERTY LINE OF TRACT AS SHOWN.
6. ALL COORDINATES ARE TEXAS NORTH CENTRAL ZONE NAD 83 GRID COORDINATES.



LEGAL DESCRIPTION

BEING A 42.542 ACRE TRACT OF LAND CONVEYED TO CLIFFORD D. RAYBURN, ETUX AS DESCRIBED IN VOL. 1863, PG. 752, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND BEING TRACTS 1, 1A, 2, 2A AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND, SAID ROD BEING THE NORTHERN MOST POINT OF TRACT 2 OF SAID TRACT OF LAND CONVEYED TO CLIFFORD D. RAYBURN, ETUX, SAID IRON ROD ALSO BEING IN THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO BILLY JOE BOYD AS DESCRIBED IN VOL 2334, PG. 427, D.R.J.C.T.)

THENCE S 36°08'34" E A DISTANCE OF 351.68 FEET TO A 1/2" IRON ROD FOUND,

THENCE S 48°56'52" E A DISTANCE OF 869.23 FEET TO A 1" PIPE FOUND,

THENCE S 14°49'30" E A DISTANCE OF 472.37 FEET TO A 1/2" IRON ROD WITH A FORT WORTH SURVEYING, L.L.C. YELLOW CAP SET,

THENCE S 05°16'24" E A DISTANCE OF 266.56 FEET TO A 1/2" IRON ROD WITH A FORT WORTH SURVEYING, L.L.C. YELLOW CAP SET,

THENCE S 28°21'56" E A DISTANCE OF 192.89 FEET TO A 1/2" IRON ROD WITH A FORT WORTH SURVEYING, L.L.C. YELLOW CAP SET,

THENCE S 61°52'59" W, A DISTANCE OF 230.05 FEET TO A 1/2" IRON ROD WITH A FORT WORTH SURVEYING, L.L.C. YELLOW CAP SET,

THENCE S 61°33'14" W, AT 563.31 FEET PASSING A 1/2" IRON ROD FOUND, IN ALL A DISTANCE OF 595.28 FEET TO A P.K. NAIL SET IN COUNTY ROAD No. 600,

THENCE N 30°25'24" W, ALONG SAID COUNTY ROAD No. 600, A DISTANCE OF 268.66 FEET TO A P.K. NAIL SET,

THENCE N 29°46'48" W, ALONG SAID COUNTY ROAD No. 600, A DISTANCE OF 785.20 FEET TO A P.K. NAIL SET,

THENCE N 30°01'09" W, ALONG SAID COUNTY ROAD No. 600, A DISTANCE OF 996.64 FEET TO A P.K. NAIL SET,

THENCE N 60°53'26" E A DISTANCE OF 745.15 FEET TO THE POINT OF BEGINNING AND BEING 42.542 ACRES OF LAND, WITH 1.647 ACRES IN COUNTY ROAD No. 600, LEAVING A NET ACREAGE OF 40.895, MORE OR LESS.

FORT WORTH SURVEYING
107 E COLLEGE AVENUE
ALVARADO, TEXAS, 76009
817-790-5900

JOB # 2009024
RAYBURN_BOUNDARY_SURVEY

DATE: 08/14/09

DRAWN: CGH

CHECKED: RLH

JOHNSON COUNTY
TEXAS



Johnson County
Becky Ivey
County Clerk
Cleburne 76033

Instrument Number: 2016-18161

As
Agreement

Recorded On: July 29, 2016

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	50.00
Total Recording:	50.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2016-18161
Receipt Number: 69470
Recorded Date/Time: July 29, 2016 01:40:36P

User / Station: A Long - CCL13

CITY OF BURLESON
PICKING UP
ATTN: PEGGY FISHER
BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.172 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and **Mattie Sue Paxton** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.172 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
1. the Subdivision and Development Ordinance; and
 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
1. A "residential homestead" as such is defined by Chapter 11 of the Tax Code; and
 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent. The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3.

EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") will be through June 20, 2041 provided that the City Manager's (or designee's) signature to this Agreement is completed and acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager

Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

- B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. **Applicable Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. **Venue.** Venue for this Agreement shall be in Johnson County, Texas.
- G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. **This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.**
- J. **"The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."**

Executed this 21st day of April, 2016 by Owner.

Owner's Signature(s): Mattie Sue Paxton

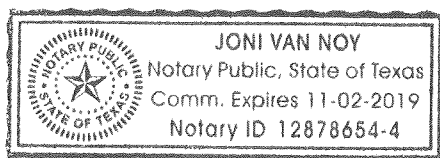
Owner's Printed Name(s): Mattie Sue Paxton

STATE OF TEXAS §

COUNTY OF JOHNSON §

Before me, Joni Van Noy, on this day personally appeared Mattie Sue Paxton, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of April, 2016.



(Notary Seal)

Joni Van Noy
Notary Public's Signature

Executed this 21st day of April, 2016 by City.

City Representative Signature(s): Michelle McCullough

City Representative Printed Name: Michelle McCullough

City Representative Title: Civil Engineer / Development Services Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of April, ~~2014~~ 2016, by
Michelle McCullough Civil Engineer of the City of Burleson,
(name) (title)
Texas.

(Notary Seal)

Joni Van Noy
Notary Public's Signature

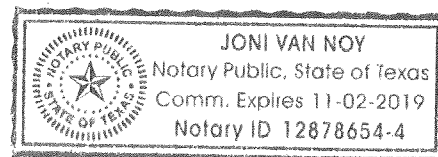
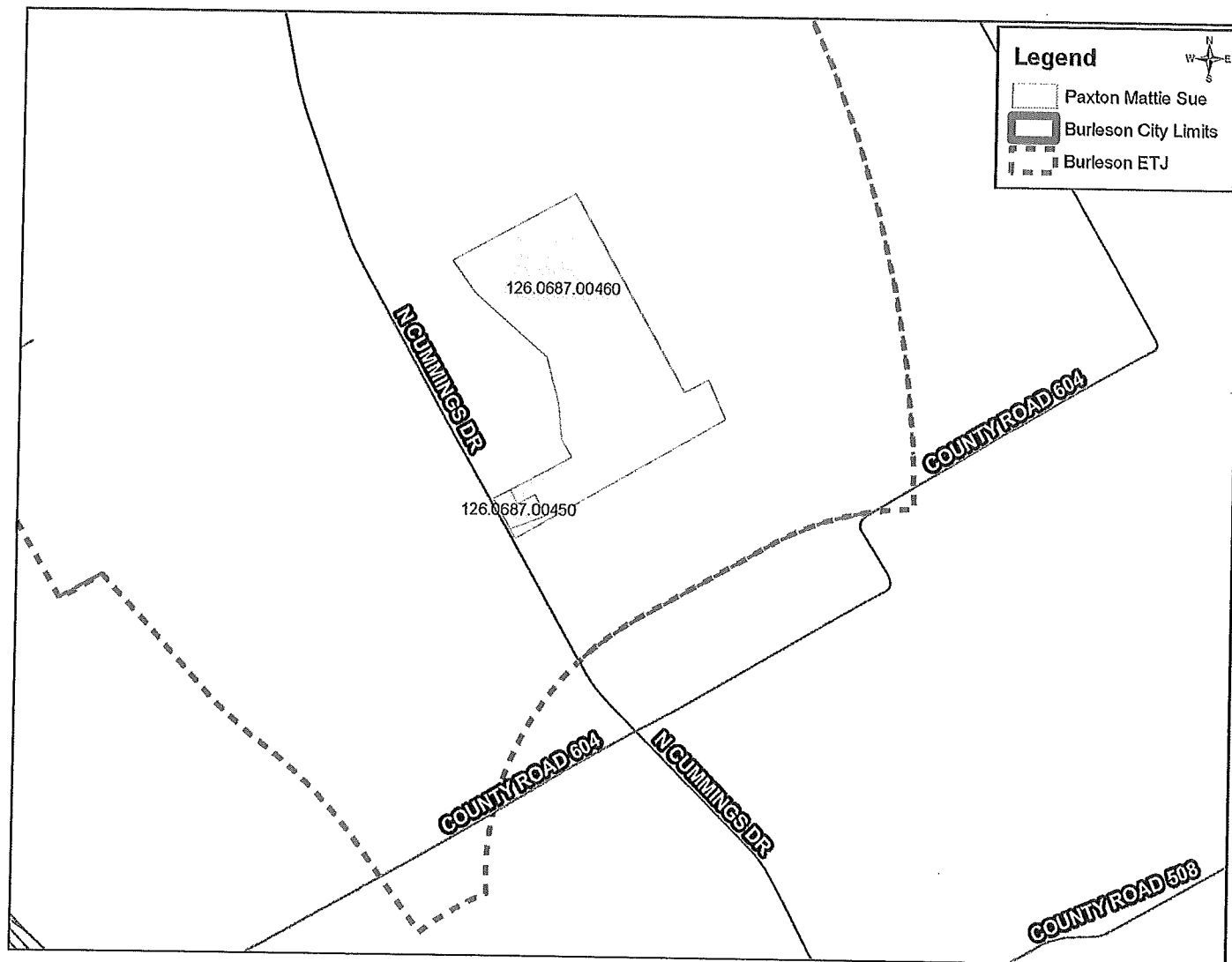


EXHIBIT A PROPERTY DESCRIPTION



NAME	ADDRESS	DESCRIPTION	GEO_ACCOUNT
PAXTON MATTIE SUE LIFE ESTATE	P O BOX 489 ALVARADO TX 76009	ABST 687 TR 7 WM PHIPPS	126.0687.00450
PAXTON MATTIE SUE LIFE ESTATE	P O BOX 489 ALVARADO TX 76009	ABST 687 TR 6,7 WM PHIPPS	126.0687.00460

City Council Regular Meeting

DEPARTMENT: Development Services


FROM: Tony McIlwain, Development Services Director

MEETING: February 2, 2026

SUBJECT:

1500 CR 602, Voluntary Annexation (Case 25-260): Continue public hearing, consider and take possible action on an ordinance continued from the January 5, 2026 council meeting for the voluntary annexation of approximately 80.122 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, generally located at 1500 CR 602. (First and Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (No Planning and Zoning Commission action was required for this item)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	2.2 Promote sustainable residential and commercial development through strategic and long-term planning

SUMMARY:

On September 2, 2025, an application was submitted by Clay Cristy with ClayMoore Engineering on behalf of Srini Geedipally (Burleson Estates LLC) for the voluntary annexation of approximately 80.122 acres of land for a future residential subdivision.

DEVELOPMENT OVERVIEW:

An annexation schedule has been developed per the Texas Local Government Code Section 43.0673, which governs the procedure to be followed by the municipal government for this type of annexation. In accordance with this statute, annexations must be strictly coordinated in conjunction with the City Council public hearing schedule due to specific timing mandates established by Texas State Law.

Zoning and Land Use Table

This site is designated in the Comprehensive Plan as Neighborhoods

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

Staff has determined that a use of residential aligns would align with the Comprehensive Plan, but that the proposed lot sizes and requested base zoning district of SF-10 do not conform to the existing lot sizes and density in the area.

Taylor Bridge North - 29 Lots

23 lots of 1 acre or more, 3 lots of 2 acres or more, and 3 lots of 5 acres or more

Taylor Bridge Estates -20 Lots

12 lots of 1 acre or more, 8 lots of 2 acres or more

Timber Green Addition - 1 acre lots

Any new development within the ETJ requires lot size to be a minimum of 1 acre

Engineering:

Engineering civil construction reviews and platting will be required prior to the development of the site.

RECOMMENDATION:

Recommend disapproval to City Council for an ordinance for the annexation request.

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

January 5, 2026: The City Council continued the publica and item until February 2, 2026, per the applicant's request.

December 2, 2025: The Planning and Zoning Commission recommended disapproval of a zoning request (subject to annexation) 8-0.

December 13, 2021: Annexation request was denied by City Council

No action was taken on the zoning change request for a PD with 10,000-21,000 SF lots.

March 1, 2021: Annexation request was denied by City Council

No action was taken on the zoning change request for a PD with 10,000-16,000 SF lots.

REFERENCE:

[LOCAL GOVERNMENT CODE CHAPTER 43.](#)
[MUNICIPAL ANNEXATION \(texas.gov\)](#)

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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



Annexation Case 25-260

PRESENTED TO CITY COUNCIL– 2.2.26

TONY D. MCILWAIN

DEVELOPMENT SERVICES DIRECTOR

ANNEX – 1500 CR 602

Location:

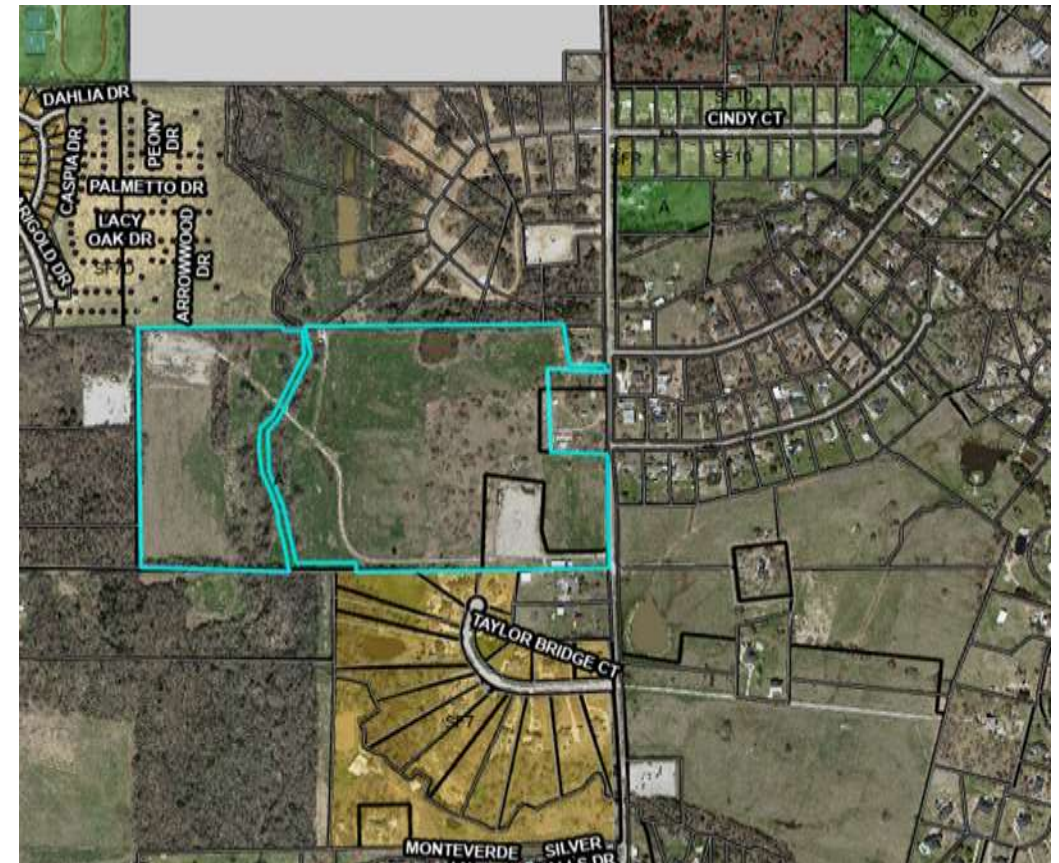
- 1500 CR 602
- 80.122 acres

Applicant:

- Clay Cristy (ClayMoore Engineering)
- Srini Geedipally (Owner)

Item for approval:

Voluntary Annexation (Case 25-260)

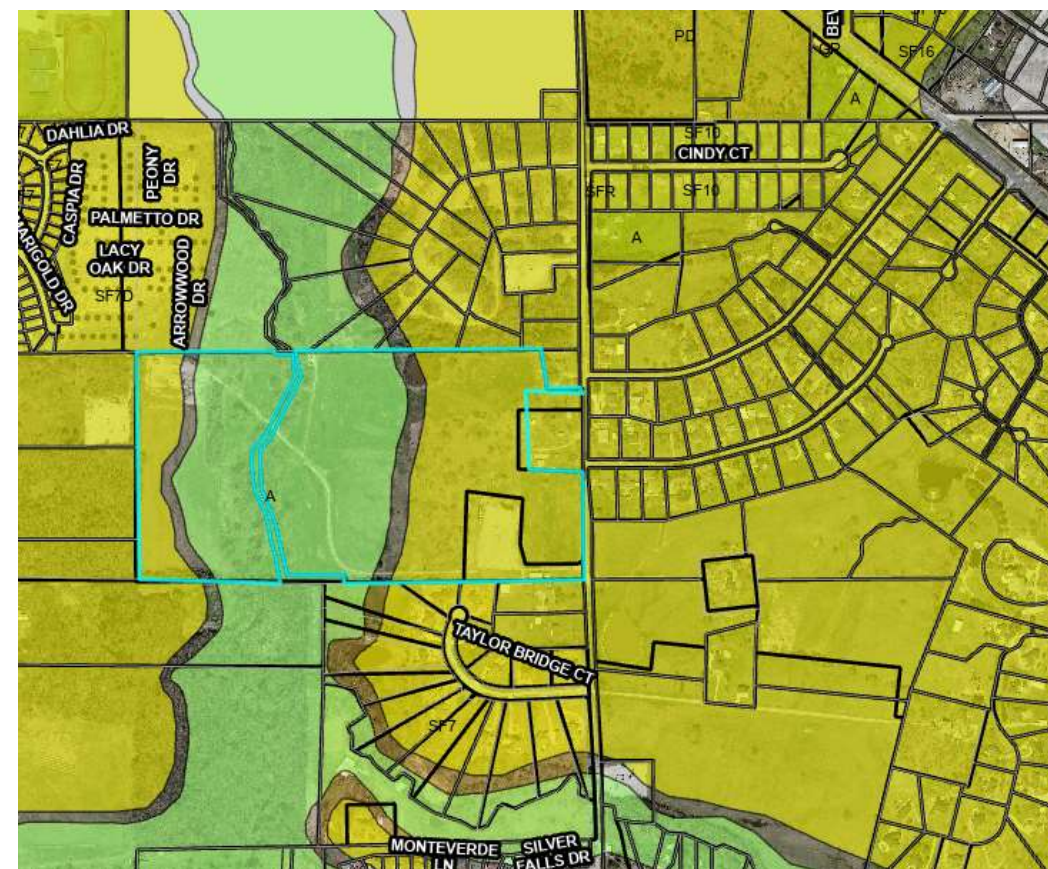
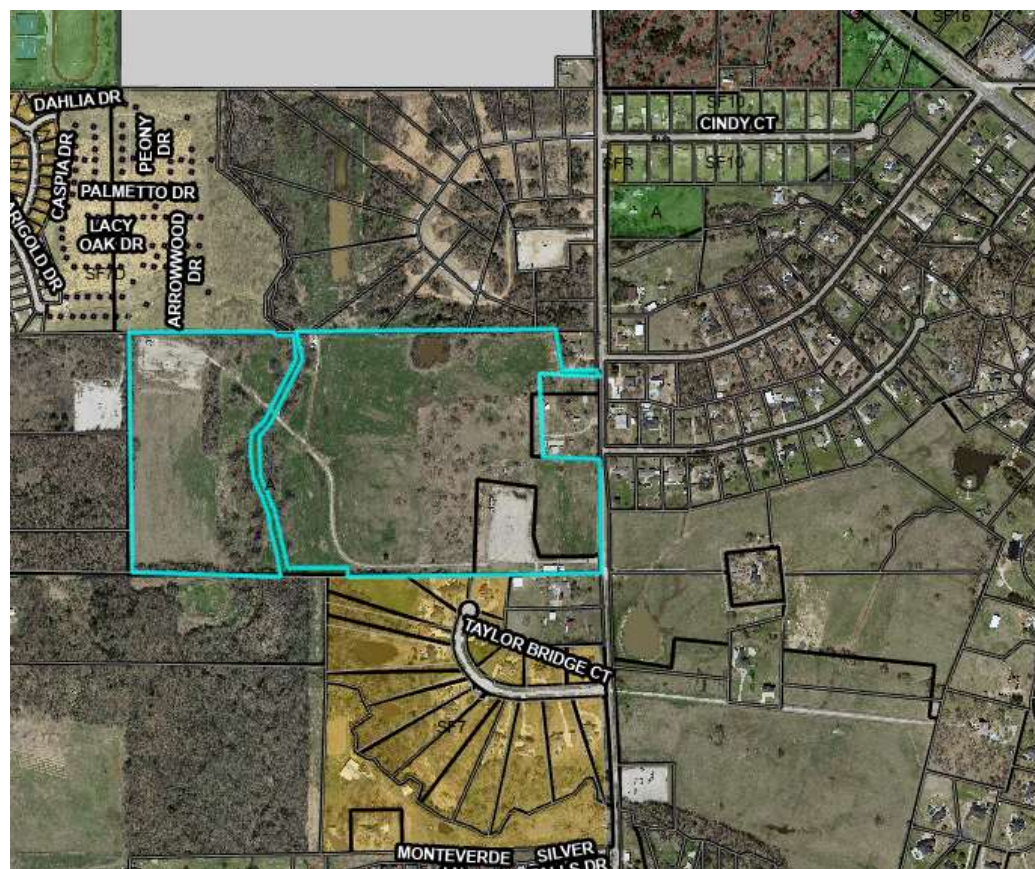


Zoning

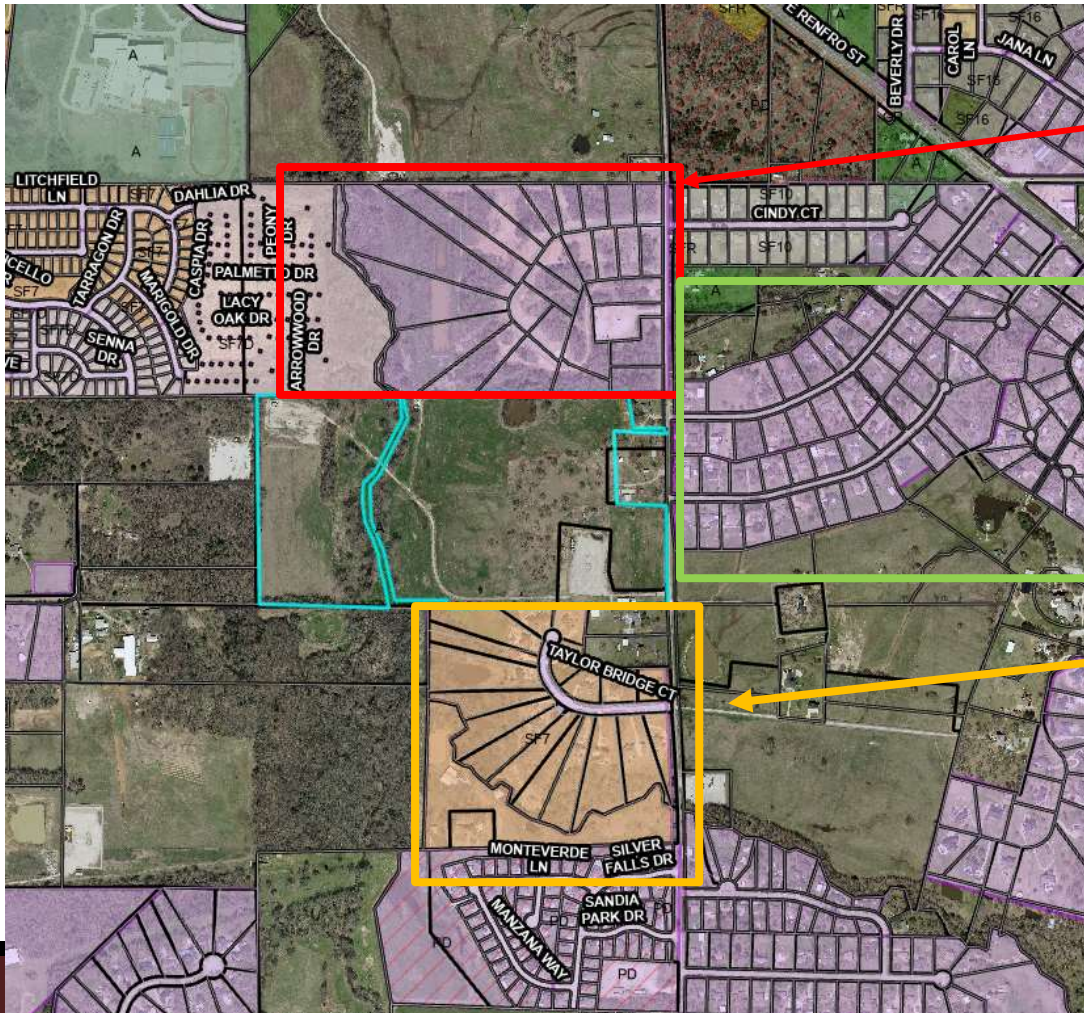
ETJ – A, Agricultural upon Annexation

Comprehensive Plan

Neighborhoods



Adjacent Subdivisions



Taylor Bridge North ~ 29 Lots
23 lots of 1 acre or more, 3 lots of 2 acres or more, and 3 lots of 5 acres or more

Timber Green Addition - 1 acre lots
Any new development within the ETJ requires lot size to be a minimum of 1 acre

Taylor Bridge Estates ~20 Lots
12 lots of 1 acre or more, 8 lots of 2 acres or more

Site History

- March 1, 2021 – Annexation request was denied by City Council

No action was taken on the zoning change request for a PD with 10,000-16,000 SF lots.

- December 13, 2021 – Annexation request was denied by City Council

No action was taken on the zoning change request for a PD with 10,000-21,000 SF lots.

Staff received inquiries during the previous zoning requests with concerns regarding:

- Density
- Traffic/Road improvements
- Lot size concerns
- Compatibility issues
- Previous intersection improvement promise at Renfro/CR 602.

ANNEX – 1500 CR 602

Public Hearing Notice:

- Published in the newspaper.
- Posted on City Website.
- Notified school districts and sent utility letters for annexation hearing.



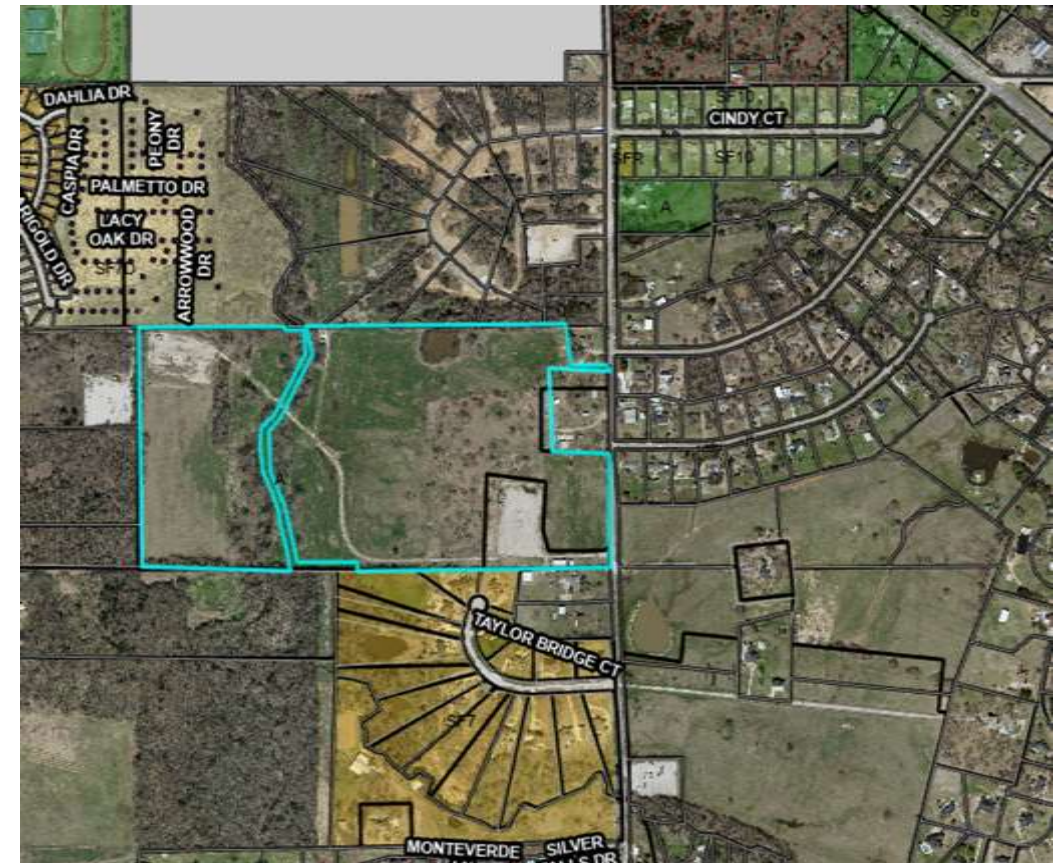
Legend

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

ANNEX – 1500 CR 602

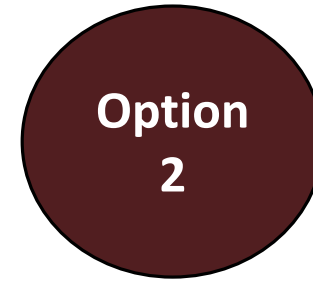
Staff Recommendation:

- Staff recommends disapproval of the voluntary annexation request.
- The applicant's interest in annexation is to secure SF-10 zoning.
- Sewer line is located on the property
- City does not have the sewer Certificate of Convenience and Necessity (CCN) to serve this property.
- Would require City to make application to PUC for amendment to service area.





**Recommend
Approval**



**Recommend
Denial**



Questions / Comments

Tony D. McIlwain
Development Services Director
tmcilwain@burlesontx.com
817.426.9684

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BURLESON; PROVIDING FOR THE ANNEXATION OF 80.122 ACRES OF LAND DESCRIBED IN THE WILLIAM B. CAPPS SURVEY, ABSTRACT NO.140, AS DESCRIBED IN THE WARRANTY DEED to Dennis Stanford (HEREINAFTER REFERRED TO AS STANFORD TRACT), AS RECORDED IN VOLUME 410, PAGE 590, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.); SAID ANNEXATION AREA IS LOCATED IN THE EXCLUSIVE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BURLESON; PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES; PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF BURLESON, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HERewith; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE.

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

WHEREAS, Subchapter C-3 of Chapter 43 of the Texas Local Government Code provides that a municipality may annex an area if each landowner in the area requests annexation; and

WHEREAS, the proposed annexation of the territory hereinafter described was requested by petition letter, shown herein as Exhibit "B" and submitted executed **September 2, 2025, by Srinu Geedipally of Burleson Estates, LLC**, sole owner of the Annexation Area; and

WHEREAS, Subchapter C-3 of Chapter 43 of the Texas Local Government Code requires that before adopting an ordinance annexing an area that a municipality conduct a public hearing, post notice of the public hearing on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the public hearing and that said notice must remain posted until the date of the hearing, and publish notice of the public hearing at least once in a newspaper of general circulation in the municipality and the area proposed to be annexed on or after the 20th day but before the 10th day before the date of the public hearing; and

WHEREAS, the first and final public hearing before the City Council of the City of Burleson, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City

Council Chambers at the City Hall Building, 141 W. Renfro Street in Burleson, Texas, on January 5, 2026; and

WHEREAS, notice of such first and final public hearing was published in a newspaper having general circulation in the City of Burleson, Texas, and in the hereinafter described territory on December 19, 2025, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such public hearing; and

WHEREAS, notice of such first and final public hearing was posted on the City of Burleson's Internet website, on December 19, 2025, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such public hearing, and remained posted through the date of the such public hearing; and

WHEREAS, Subchapter Z of Chapter 43 of the Texas Local Government Code requires that before adopting an ordinance annexing an area that the municipality provide written notice of the proposed annexation to each public school district located in the area proposed for annexation within the period prescribed for providing the notice of the required public hearing; and

WHEREAS, written notice of the proposed annexation was provided to the Burleson Independent School District, 1160 SW Wilshire Blvd., Burleson, Texas, 76028 on December 19, 2025, and such notice date was not more than twenty (20) days nor less than ten (10) days prior to the date of the required public hearing; and

WHEREAS, all of the Annexation Area (defined below) described herein is adjacent to and within the exclusive extraterritorial jurisdiction of the City of Burleson, Texas; and

WHEREAS, Chapter 43, Subchapter E, Section 43.106 of the Texas Local Government Code requires municipalities annexing a territory that includes or abuts a county road to also annex the entire width of the county road and adjacent right-of-way on both sides of the county road; and

WHEREAS, a written agreement regarding services as required by Section 43.0672 of the Texas Local Government Code is attached as Exhibit "C" (the "Service Plan"); and

WHEREAS, the hereinafter described territory contains 88.140 acres of land, more or less; and

WHEREAS, the City and owner of the Annexation Area, Burleson Estates, LLC, both find and agree that no part of the Annexation Area is located adjacent to a navigable waterway; and

WHEREAS, the City Council of the City of Burleson finds it to be in the best interest of the citizens of Burleson to enter into the municipal services agreement described herein; and

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

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern changes to the boundaries of the City via annexation.

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

SECTION 1 ANNEXATION

That all portions of the following tract (the "Annexation Area") located in Johnson County, Texas, comprising a total of 80.122 acres of land, more or less, is hereby annexed into the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area, being tracts of land conveyed in the warranty deed to Dennis Stanford (hereinafter referred to as Stanford tract), as recorded in Volume 410, Page 590, Deed Records, Johnson County, Texas (D.R.J.C.T.), being described and depicted in Exhibit "A" and incorporated into this Ordinance. In the event of a discrepancy between the description and the depiction, the depiction shall control.

SECTION 2 RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREA

That the owners and inhabitants of the Annexation Area are entitled to all of the rights and privileges of all other citizens and property owners of the City of Burleson, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3 OFFICIAL MAP

That the official map and boundaries of the City, previously adopted and amended, is hereby amended to include the Annexation Area as a part of the City of Burleson, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the town to add the territory annexed as required by law.

**SECTION 4
FILING CERTIFIED COPY**

That the City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas, and with the Johnson County Appraisal District.

**SECTION 5
SERVICE PLAN**

That attached hereto, marked as Exhibit "C" and incorporated herein for all purposes incident hereto, is a Service Plan providing for the extension of municipal services into the Annexation Area, which was made available at the public hearings for inspection by and explanation to the inhabitants of the area to be annexed.

**SECTION 6
INCORPORATION OF RECITALS**

That 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 7
CUMULATIVE CLAUSE**

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

**SECTION 8
SEVERABILITY CLAUSE**

That should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 9
AREAS EXCEPTED FROM ANNEXATION**

That should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Burleson, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the

remainder of such Annexation Area. The City Council hereby declares it to be its purpose to annex into the City of Burleson every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed into the City of Burleson any lands or area which are presently part of and included within the limits of the City of Burleson, or which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Burleson's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 10 EFFECTIVE CLAUSE

That this ordinance shall become effective immediately upon its passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED: the _____ day of _____,
20_____.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM &
LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

Annexation Area Metes and Bounds

BEING 80.122 acres or (3,490,128 square feet) of land in the William B. Capps Survey, Abstract Number 140, Johnson County, Texas; said 80.122 acres or (3,490,128 square feet) of land being the remaining portion of that certain tract of land described in a Warranty Deed to Dennis Stanford (hereinafter referred to as Stanford tract), as recorded in Volume 410, Page 590, Deed Records, Johnson County, Texas (D.R.J.C.T.); said 80.122 acres or (3,490,128 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Northeasterly corner of the remainder of said Stanford tract, same being the Northwest corner of that certain tract of land described in a Warranty Deed to Darwin and Jennifer Kinsey (hereinafter referred to as Kinsey tract), as recorded in Book 2976, Page 105, Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), same also being the South line of that certain tract of land described in a Deed of Trust to TBEN LLC (hereinafter referred to as TBEN tract), as recorded in Instrument Number 2019-13136, O.P.R.J.C.T.;

THENCE South 09 degrees 15 minutes 27 seconds East, departing the South line of said TBEN tract, with the common line between the remainder of said Stanford tract and said Kinsey tract, a distance of 236.84 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 88 degrees 26 minutes 00 seconds East, continue with the common line between the remainder of said Stanford tract and said Kinsey tract, a distance of 207.93 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the apparent existing West right-of-way line of County Road 602 (variable width right-of-way, no record found);

THENCE South 00 degrees 07 minutes 23 seconds East with the common line between said Stanford tract and the apparent existing West right-of-way line of said County Road 602, a distance of 1117.09 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set in the South line of said Stanford tract, same being the Northeast corner of that certain tract of land described in a Warranty Deed to Billy D. Stanford (hereinafter referred to as Billy Stanford tract), as recorded in Volume 551, Page 175, D.R.J.C.T.;

THENCE South 88 degrees 43 minutes 45 seconds West, departing the existing West right-of-way line of said County Road 602, with the common line between said Stanford tract and said Billy Stanford tract, pass at a distance of 284.50 feet, the Northwest corner of said Billy Stanford tract, same being the Northeast corner of the remainder of that certain tract of land in a Warranty Deed to Thelma Ray (hereinafter referred to as Ray tract), as recorded in Volume 333, Page 195, D.R.J.C.T. and continue

with said course, the common line between said Stanford tract and said Ray tract for a total distance of 502.52 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northwest corner of the remainder of said Ray tract, same being the Northeast corner of that certain tract of land described as Taylor Bridge Estates, an addition to the City of Burleson, Johnson County, Texas, according to the plat recorded in Volume 9, Page 363, Slide C, Plat Records, Johnson County, Texas;

THENCE South 89 degrees 21 minutes 27 seconds West with the common between said Stanford tract and said Taylor Bridge Estates, a distance of 1015.53 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northwest corner of said Taylor Bridge Estates, same being the Northeast corner of that certain tract of land described in a Warranty Deed with Vendor's Lien to Arthur J. Speece, III and wife, Dorothy G. Speece (hereinafter referred to as Speece tract), as recorded in Volume 1775, Page 767, D.R.J.C.T.;

THENCE North 89 degrees 36 minutes 20 seconds West with the common line between said Stanford tract and said Speece tract, a distance of 1103.29 feet to a one-half inch iron rod found for the Southwest corner of said Stanford tract, same being the Southeast corner of that certain tract of land described in a Special Warranty Deed to Lori L. Sommers (hereinafter referred to as Sommers tract), as recorded in Book 2445, Page 461, O.P.R.J.C.T.;

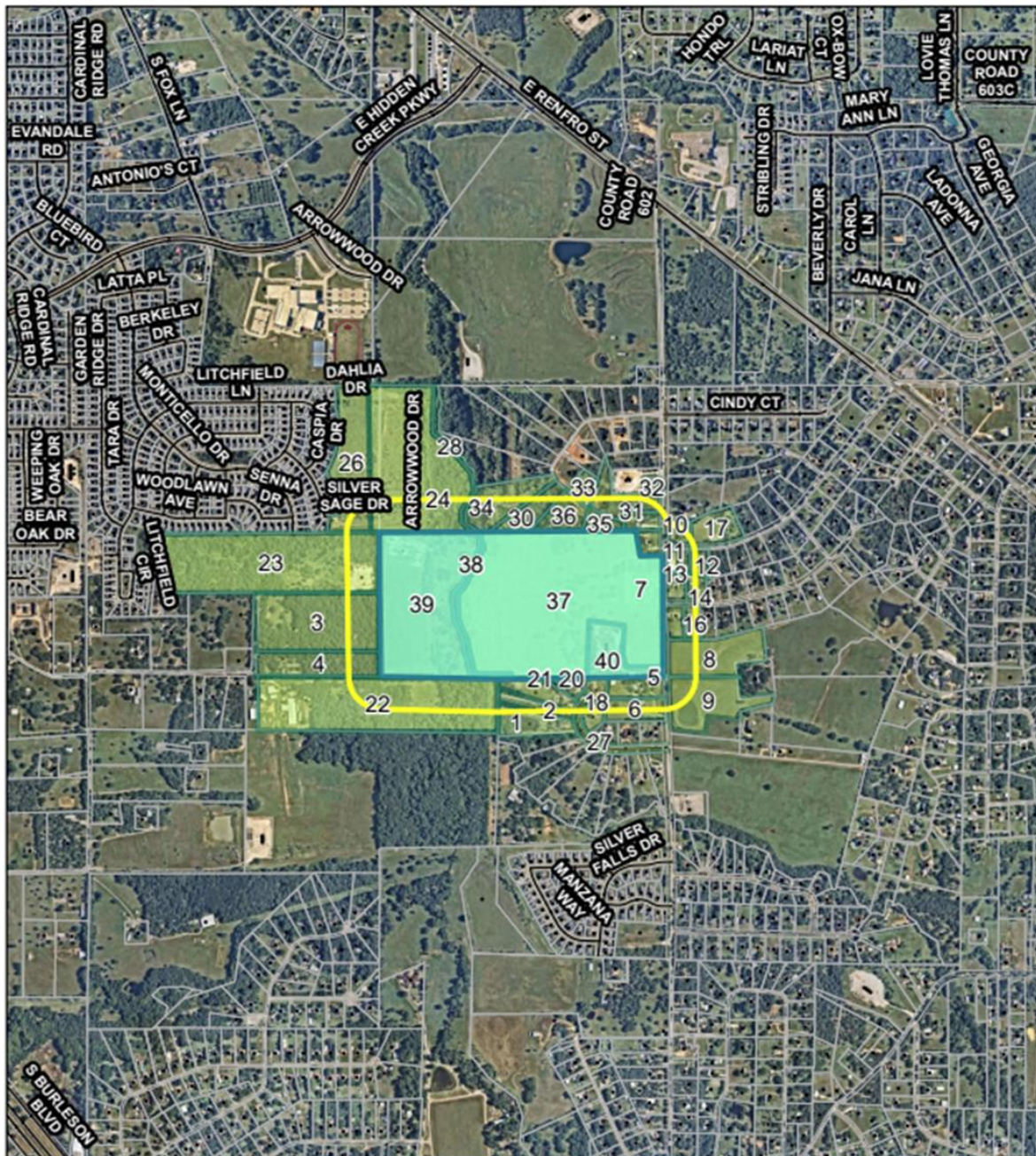
THENCE North 00 degrees 21 minutes 31 seconds West, departing the North line of said Speece tract, with the common line between said Stanford tract and said Speece tract, a distance of 194.53 feet to a five-eighths inch iron rod found for the Northeast corner of said Speece tract, same being the Southeast corner of that certain tract of land described in a General Warranty Deed to David M. Garcia and wife, Elvira G. Garcia (hereinafter referred to as Garcia tract), as recorded in Book 1684, Page 666, O.P.R.J.C.T.;

THENCE North 00 degrees 07 minutes 55 seconds East with the common line between said Stanford tract and said Garcia tract, a distance of 587.15 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northeast corner of said Garcia tract, same being the Southeast corner of that certain tract of land described in a Warranty Deed to Frances D. Lyles and Edward R. Lyles (hereinafter referred to as Lyles tract), as recorded in Book 4037, Page 654, O.P.R.J.C.T.;

THENCE North 00 degrees 14 minutes 25 seconds East with the common line between said Stanford tract and said Lyles tract, a distance of 560.21 feet to a three-eighths inch iron rod found for the Northwest corner of said Stanford tract, same being the Northeast corner of said Lyles tract, same also being in the South line of that certain tract of land described in a Special

Warranty Deed to Bloomfield Homes, LP (hereinafter referred to as Bloomfield Homes tract), as recorded in Instrument Number 2012-11328, O.P.R.J.C.T.

THENCE North 89 degrees 33 minutes 36 seconds East with the common line between said Stanford tract and said Bloomfield Homes tract, pass at a distance of 855.16 feet, the Southeast corner of said Bloomfield Homes tract, same being the Southwest corner of the aforesaid TBEN tract and continue with said course, with the common line between said Stanford tract and said TBEN tract for a total distance of 2370.36 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 80.122 acres or (3,490,128 square feet) of land.



In accordance with Texas Local Government Code Section 43.106, the entire width of any portion of County Road 602 that abuts the tract described above is hereby annexed along with the adjacent right-of-way on both sides of said portion of County Road 602.

Exhibit "B"

Request for Annexation by Owner of Annexation Area



September 2, 2025

City of Burleson
Development Services

Re: 602 Burleson Estates
Letter of Intent

To Whom it May Concern;

Please let this letter serve as a request to be annexed into the City of Burleson. Annexing into the city of Burleson would be beneficial for our proposed development by being incorporated into the city of Burleson and the associated city services. The proposed development would include developing 96 residential homes and the infrastructure associated with the development. The site would include two points of access along CR 602. An associated Zoning application would have also been included to establish the zoning for this parcel.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Srinidhi", followed by a long horizontal line.

Srinidhi Geedipally
Burleson Estates, LLC

Exhibit “C”

AGREEMENT FOR CITY OF BURLESON ANNEXATION SERVICE PLAN FOR ANNEXED AREA

Property Subject to Plan: 88.140 ACRES OF LAND, MORE OR LESS, IS HEREBY ANNEXED INTO THE CITY OF BURLESON AS A PART OF THE CITY FOR ALL MUNICIPAL PURPOSES, AND THE CITY LIMITS ARE EXTENDED TO INCLUDE SUCH ANNEXATION AREA, BEING TRACTS OF LAND CONVEYED IN THE DEED RECORDS AS FOLLOWS; A PORTION OF LAND CONVEYED TO BURLESON DEVELOPMENT INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), BEING DESCRIBED AND DEPICTED IN EXHIBIT “A” AND INCORPORATED INTO THIS ORDINANCE.

Location: Approximate 1500 County Road 602

County: Johnson

This Agreement is entered into between the City of Burleson (“City”) and **Burleson Estates, LLC** (“Owners”) pursuant to Section 43.0672 of the Texas Local Government Code. The parties agree that no part of the Annexation Area is located adjacent to a navigable waterway. The parties agree to the provision of services set forth below.

Municipal services to the Annexation Area will be furnished by or on behalf of the City of Burleson, Texas, at the following levels and in accordance with the following service plan programs:

I. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION

The City will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted.

1. POLICE PROTECTION

The City of Burleson, Texas will provide police protection to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation

Area based on population growth, predicted future growth, call volume and response times.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Burleson, Texas will provide, or cause to be provided, fire protection and ambulance service to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. SOLID WASTE COLLECTION

The City of Burleson, Texas provides, or causes to provide, solid waste and refuse collection services within the city limits of the City of Burleson, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed areas to the extent that the annexed lot or tract is adjacent to public right-of-way. Persons using the services of a privately owned solid waste management service provider prior to the effective date of annexation may continue to use such services until the second anniversary of the annexation in accordance with Section 43.056 (n) and (o), Local Government Code, State of Texas.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

At the time of this annexation, this property is served by Bethesda Water Corporation. Maintenance of Bethesda water lines shall remain their responsibility. Any and all water or waste water facilities owned or maintained by the City of Burleson, Texas, at the time of annexation shall continue to be maintained by the City of Burleson, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Burleson, Texas, to the extent of its ownership. The newly annexed existing water mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the public, and which are owned by the City of Burleson, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City of Burleson, Texas, pursuant to the current rules, regulations and fees of the City of Burleson, Texas.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Burleson, Texas, is not aware of the existence of any public parks, public playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such public parks, public playgrounds, or public swimming pools do exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains public parks, public playgrounds and public swimming pools and other similar areas of the City now incorporated in the City of Burleson, Texas.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Burleson, Texas is not aware of the existence of any publicly owned municipal facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned municipal facility, building or municipal service does exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned municipal facilities, buildings or municipal services of the City now incorporated in the City of Burleson, Texas.

II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES

In addition to the services identified above, the following services will be provided in the Annexation Area on the effective date of the annexation, unless otherwise noted:

1. LIBRARY SERVICES

Any residents of the Annexation Area will be eligible to receive library services from the Burleson Public Library commencing on the effective date of the annexation.

2 MUNICIPAL ADMINISTRATION

The City of Burleson, Texas will provide general municipal administration and administrative services commencing on the effective date of the annexation.

3. ENFORCEMENT OF CODES AND ORDINANCES

Enforcement of the City's ordinances and regulatory codes will be provided within the Annexation Area on the effective date of the annexation. The City's health, environmental, building, plumbing, mechanical, electrical, and all other codes will be enforced within the Annexation Area beginning with the effective date of the annexation. The City's zoning ordinance, subdivision regulations, design standards manual and related ordinances shall be enforced in the Annexation Area beginning on the effective date of the annexation. Complaints of ordinance or regulation violations within the area will be answered and

investigated by existing personnel.

4. INSPECTION SERVICES

All inspection services furnished by the City of Burleson, Texas, but not mentioned above, will be provided to the Annexation Area beginning on the effective date of the annexation.

III. CONSTRUCTION OF CAPITAL IMPROVEMENTS

In addition to the services listed above, the City of Burleson, Texas will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City no later than two and one-half (2-½) years after the effective date of the annexation except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service. If full municipal services cannot be reasonably provided within the aforementioned time period, the City of Burleson, Texas will propose a schedule for providing said services within a period of four and one-half (4-½) years after the effective date of the annexation, and/or upon commencement of development of a land subdivision within the Annexation Area, whichever occurs later.

1. GENERAL

- a. The City policy for extending water and waste water service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.
- b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE.

The City Council of the City of Burleson, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical service. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Burleson, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of police, fire and emergency medical services provided within the

corporate limits of the City. The need for construction of new facilities will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. WATER FACILITIES AND SERVICES

The area to be annexed is currently served by another water provider with a Certificate of Convenience and Necessity. If further development occurs that warrants extension or expansion of the City's water main, such extension or expansion will be implemented in accordance with the City's utility policies and Water and Wastewater Master Plan. Upon connection to existing mains, water will be provided at rates established by the water service provider.

4. WASTE WATER SERVICES

The area to be annexed is currently not in the City's Certificate of Convenience and Necessity. Current plans for development of the Annexed Area do not warrant extension of wastewater lines. The City of Burleson, Texas will undertake to provide waste water mains for points of connection for serviceable extensions, and/or contract with other utilities to provide service, for the establishment of water and wastewater service within the Annexation Area pursuant to the City's standard wastewater extension policies now in existence or as may be amended by the City Council. Upon connection to existing mains, waste water services will be provided at rates established by the City.

5. ROADS AND STREETS

The City of Burleson, Texas, with cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as provided in areas of similar topography, land use and population density within the present corporate limits of the City of Burleson, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density to the annexed property. Developers will be required, pursuant to the ordinances of the City of Burleson, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Burleson, Texas.

F. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS, AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE.

To the extent that it becomes necessary due to development demands, population growth, and a bona fide need, the City Council of the City of Burleson, Texas, will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

IV. SPECIFIC FINDINGS

The City Council of the City of Burleson, Texas, finds and determines that this Service Plan will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use and population density, and it will not provide a lower level of service in the area proposed to be incorporated than were in existence at the time immediately preceding the effective date of annexation.

AGREED TO AND APPROVED ON THIS ____ DAY OF _____, 2026.

City of Burleson, Texas

Mayor

ATTEST:

City Secretary

AGREED:

BURLESON ESTATES, LLC

By: _____

Print: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

Before me on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is

subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Notary Seal]

Notary Public, State of Texas

1560 CR 602 (25-260) Annexation Schedule

Monday, 9/2/25	Applicant submitted Annexation request.
Monday, 9/2/25	Applicant submitted a zone change request to rezone from A, Agriculture (initial zoning upon annexation) to SF-10
Friday, 12/19/25	<p>Publish Date Newspaper Notice for CC Annexation Hearing.</p> <p>Post on City website (must remain through date of public hearing).</p> <p>Notify school districts and send utility letters for annexation. (must be during period for notice of the public hearing).</p> <ul style="list-style-type: none">• Public notice of annexation public hearing must be <i>no less than</i> 10 days (schedule-17 days) and no more than 20 days before public hearing.
Monday, 1/5/26	City Council conducts first and final public hearing on annexation and institutes first and final reading of annexation ordinance.

City Council Regular Meeting

DEPARTMENT: Development Services


FROM: Tony D. McIlwain, Development Services Director

MEETING: February 2, 2026

SUBJECT:

1500 CR 602 (Case 25-258): Continue public hearing, consider and take possible action on an ordinance continued from the January 5, 2026 council meeting for a zoning change request from defaulted "A" Agricultural to "SF10" Single-family for the development of a single-family subdivision with minimum lot sizes of 10,000 square feet. *(First and Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	2.2 Promote sustainable residential and commercial development through strategic and long-term planning

SUMMARY:

On September 2, 2025, an application was submitted by Clay Cristy with ClayMoore Engineering on behalf of Srin Geedipally (Burleson Estates LLC) to change the zoning of approximately 80.122 acres of land to "SF-10" Single-family for the future development of approximately 96 residential lots. Any zoning change would be subject to prior approval of an annexation petition request.

An annexation petition has been concurrently submitted as Case 25-260. The applicant has requested that the zoning be discussed prior to the annexation and if there is not support for approval of the requested zoning district, that the request for annexation be withdrawn.

DEVELOPMENT OVERVIEW:

Prior to any development of the site, platting will be required. If the zoning change request is approved, all development will have to conform to the requirements and land uses of the SF-10, Single-family-10 dwelling district.

Zoning and Land Use Table

	Zoning	Use
Subject Site	Burleson ETJ	Predominantly Undeveloped
North	Burleson ETJ	Taylor Bridge North
East	Burleson ETJ	Residential
South	SF7, Single-family and ETJ	Taylor Bridge Estates
West	Burleson ETJ	Predominantly Undeveloped

This site is designated in the Comprehensive Plan as Neighborhoods

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

Staff has determined that the requested use of residential aligns with the Comprehensive Plan, but that the proposed lot sizes and requested base zoning district of SF-10 do not conform to the existing lot sizes and density in the area.

Taylor Bridge North - 29 Lots

23 lots of 1 acre or more, 3 lots of 2 acres or more, and 3 lots of 5 acres or more

Taylor Bridge Estates -20 Lots

12 lots of 1 acre or more, 8 lots of 2 acres or more

Timber Green Addition - 1 acre lots

Any new development within the ETJ requires lot size to be a minimum of 1 acre

Engineering:

Engineering civil construction reviews and platting will be required prior to the development of the site.

RECOMMENDATION:

Recommend disapproval to City Council for an ordinance for the zoning change, subject to consideration of the preceding annexation request.

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

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

January 5, 2026: The City Council continued the public hearing and item until February 2, 2026, per the applicant's request.

December 2, 2025: The Planning and Zoning Commission recommended disapproval 8-0.

December 13, 2021: Annexation request was denied by City Council

No action was taken on the zoning change request for a PD with 10,000-21,000 SF lots.

March 1, 2021: Annexation request was denied by City Council

No action was taken on the zoning change request for a PD with 10,000-16,000 SF lots.

REFERENCE:

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

FISCAL IMPACT:

None.

STAFF CONTACT:

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

ZC Case 25-258

PRESENTED TO CITY COUNCIL– 2.2.26

TONY D. MCILWAIN

DEVELOPMENT SERVICES DIRECTOR

ZC – 1500 CR 602

Location:

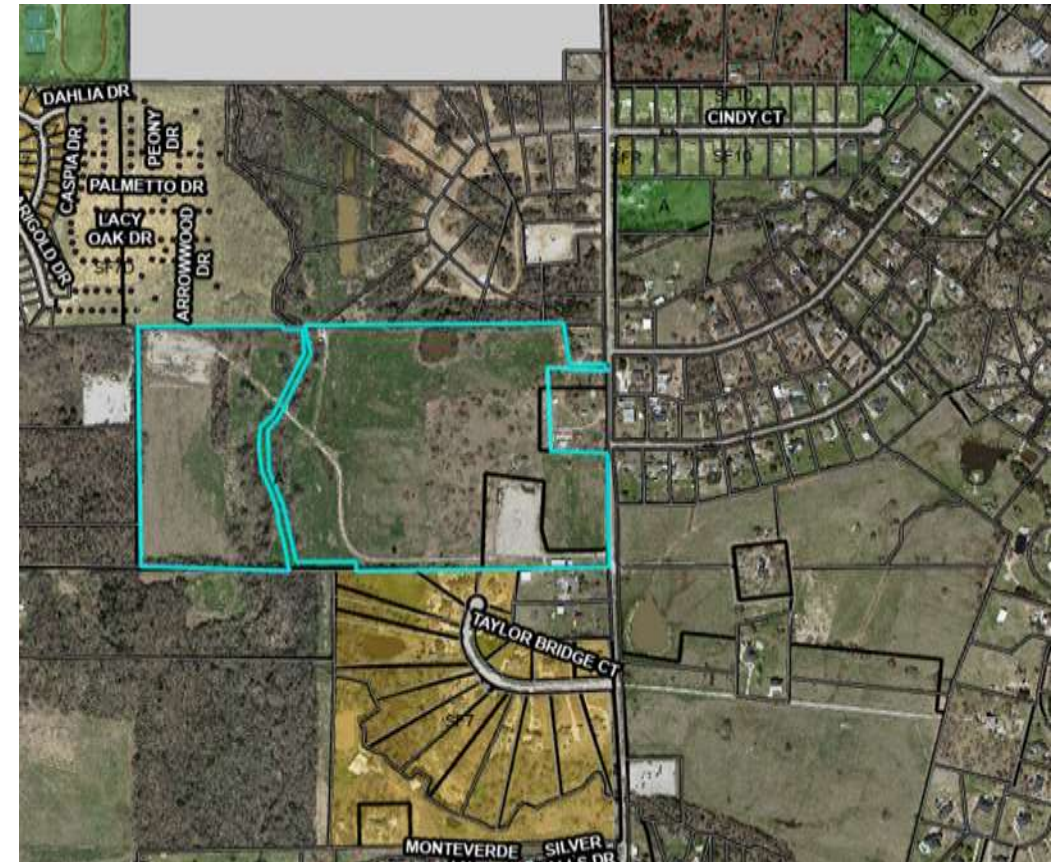
- 1500 CR 602
- 80.122 acres

Applicant:

- Clay Cristy (ClayMoore Engineering)
- Srini Geedipally (Owner)

Item for approval:

Zoning Change from “A” Agricultural to “SF10” Single-family (Case 25-258).

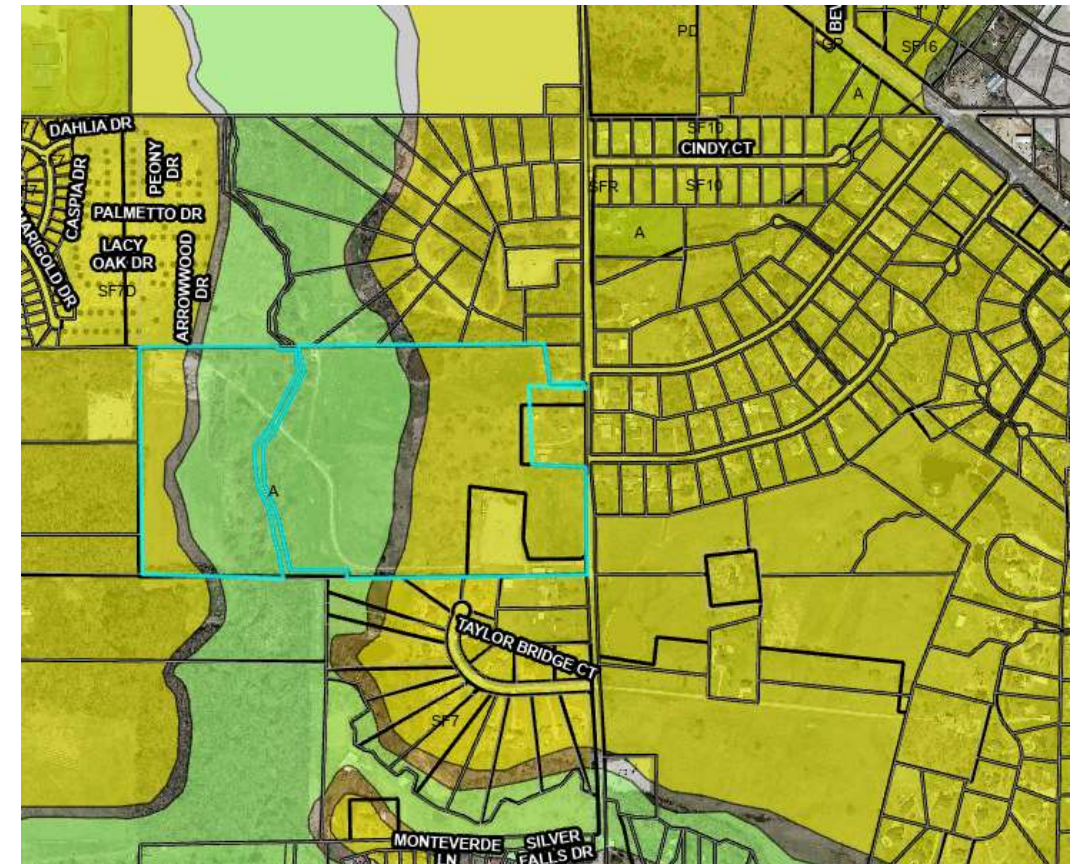
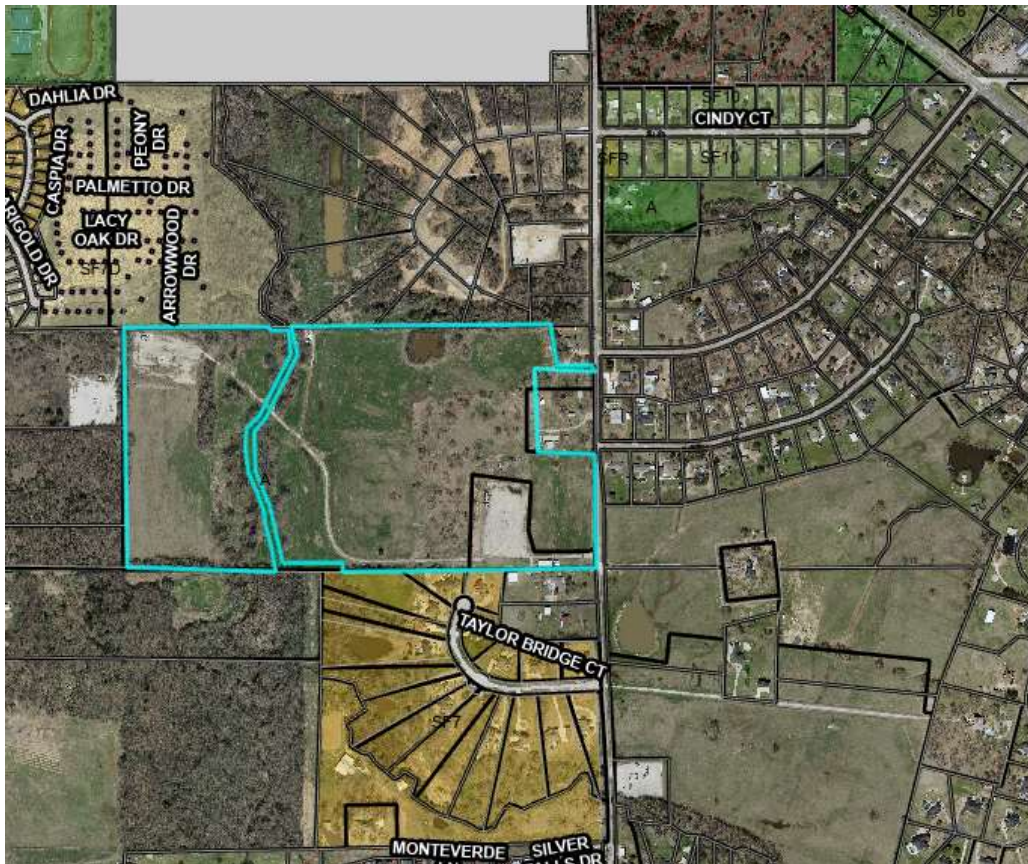


Zoning

ETJ – A, Agricultural upon Annexation

Comprehensive Plan

Neighborhoods



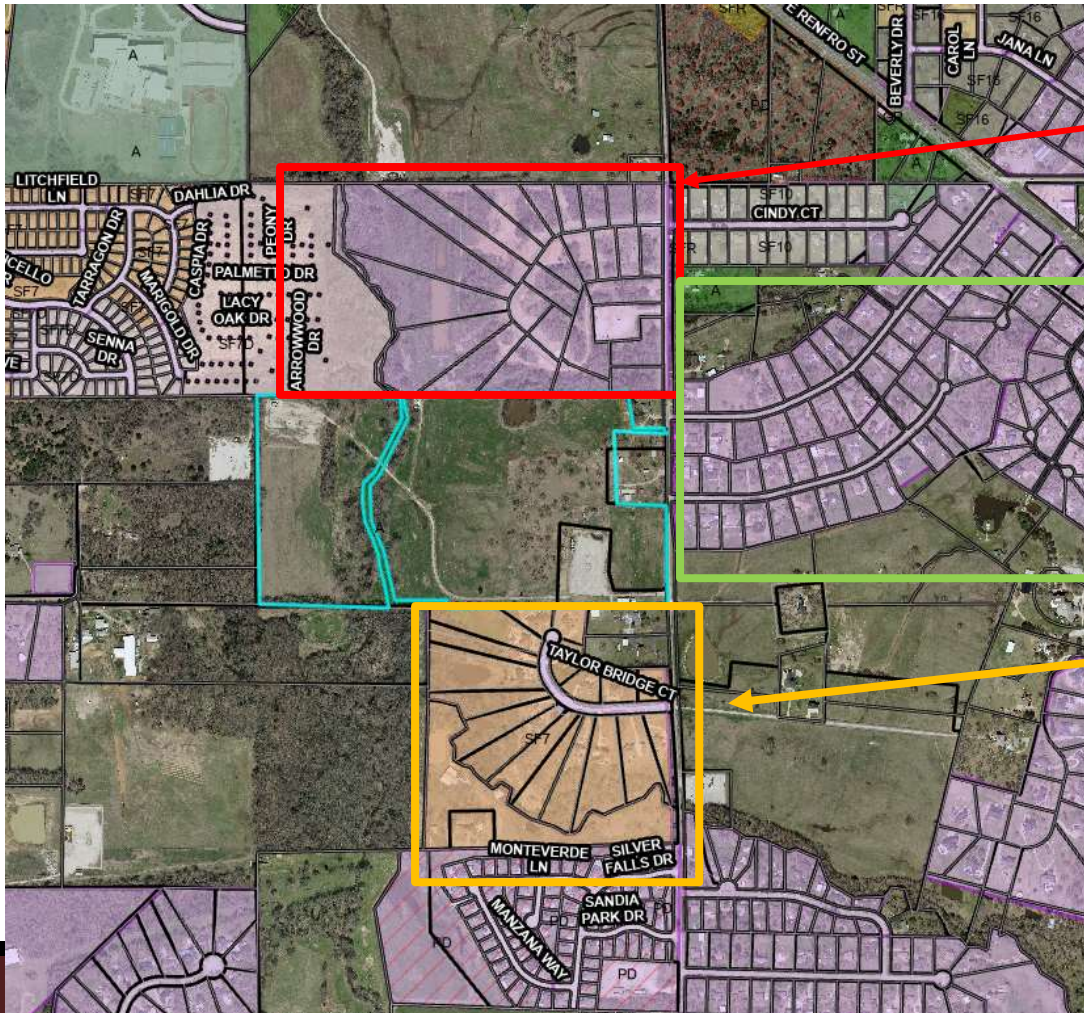
Conceptual layout

The following preliminary layout was provided by the applicant.

Total proposed lots is 96
Avg lot size is 11,133 SF
Min. lot size is 10,000 SF
Max. lot size proposed in this concept is 20,205 SF



Adjacent Subdivisions



Taylor Bridge North ~ 29 Lots
23 lots of 1 acre or more, 3 lots of 2 acres or more, and 3 lots of 5 acres or more

Timber Green Addition - 1 acre lots
Any new development within the ETJ requires lot size to be a minimum of 1 acre

Taylor Bridge Estates ~20 Lots
12 lots of 1 acre or more, 8 lots of 2 acres or more

Site History

- March 1, 2021 – Annexation request was denied by City Council
- No action was taken on the zoning change request for a PD with 10,000-16,000 SF lots.

- December 13, 2021 – Annexation request was denied by City Council
- No action was taken on the zoning change request for a PD with 10,000-21,000 SF lots.

- Staff received inquiries during the previous zoning requests with concerns regarding:
 - Density
 - Traffic/Road improvements
 - Lot size concerns
 - Compatibility issues
 - Previous intersection improvement promise at Renfro/CR 602.

ZC – 1500 CR 602

Public Hearing Notice:

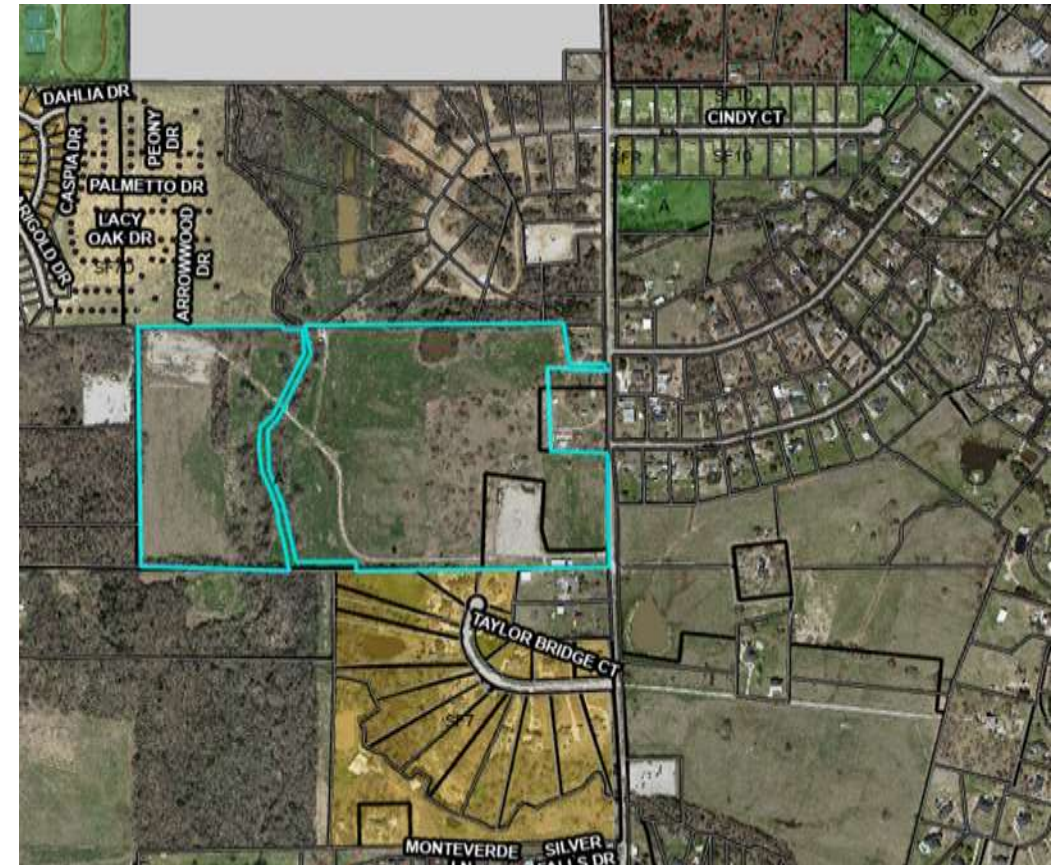
- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in the newspaper.
- Sign Posted on the property.
- At this time staff has received no formal opposition



ZC – 1500 CR 602

P&Z Summary:

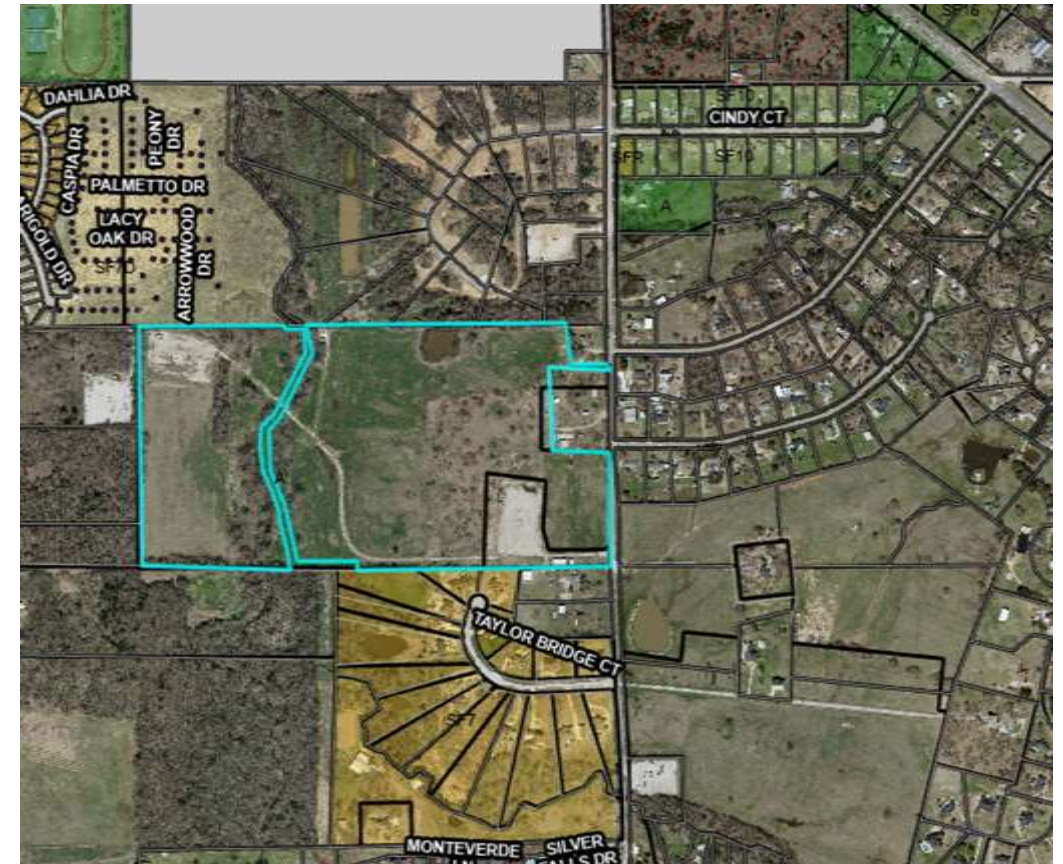
- Recommended disapproval (8-0)
- The applicant spoke on behalf of their development.
- Several speakers from the public spoke in opposition and expressed concerns about:
 - Density
 - Traffic/Road improvements
 - Lot size concerns
 - Compatibility issues
 - Flooding concerns
- Note: specific answers to comments involving traffic, drainage and flooding require engineering analyses/ studies.



ZC – 1500 CR 602

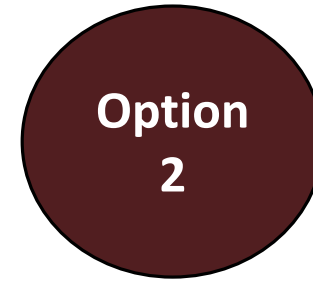
Staff Recommendation:

- Staff has determined that the requested use aligns with the Comprehensive Plan, but that the proposed lot sizes and requested base zoning district do not conform to the existing lot sizes and density in the area.
- Staff recommends disapproval of the ordinance for a zoning change.





**Recommend
Approval**



**Recommend
Denial**



Questions / Comments

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817.426.9684

Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 80.122 ACRES OF LAND SITUATED IN THE WILLIAM B. CAPPS SURVEY, ABSTRACT NO. 140, ADDRESSED AS 1500 CR 602, CITY OF BURLESON ETJ, JOHNSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION, FROM THE DEFAULTED "A" AGRICULTURAL TO "SF10" SINGLE-FAMILY DWELLING DISTRICT-10; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, an application for a zoning change was filed by **Srini Geedipally** on **September 2, 2025**, under **Case Number 25-258**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **8 to 0** to recommend disapproval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Agricultural (A)** to **Single-family dwelling district-10 (SF10)** and

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

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

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

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

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

Section 1 MAP AND ZONING AMENDMENT

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

Section 2

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

BEING 80.122 acres or (3,490,128 square feet) of land in the William B. Capps Survey, Abstract Number 140, Johnson County, Texas; said 80.122 acres or (3,490,128 square feet) of land being the remaining portion of that certain tract of land described in a Warranty Deed to Dennis Stanford (hereinafter referred to as Stanford tract), as recorded in Volume 410, Page 590, Deed Records, Johnson County, Texas (D.R.J.C.T.); said 80.122 acres or (3,490,128 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Northeasterly corner of the remainder of said Stanford tract, same being the Northwest corner of that certain tract of land described in a Warranty Deed to Darwin and Jennifer Kinsey (hereinafter referred to as Kinsey tract), as recorded in Book 2976, Page 105, Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), same also being the South line of that certain tract of land described in a Deed of Trust to TBEN LLC (hereinafter referred to as TBEN tract), as recorded in Instrument Number 2019-13136, O.P.R.J.C.T.;

THENCE South 09 degrees 15 minutes 27 seconds East, departing the South line of said TBEN tract, with the common line between the remainder of said Stanford tract and said Kinsey tract, a distance of 236.84 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 88 degrees 26 minutes 00 seconds East, continue with the common line between the remainder of said Stanford tract and said Kinsey tract, a distance of 207.93 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the apparent existing West right-of-way line of County Road 602 (variable width right-of-way, no record found);

THENCE South 00 degrees 07 minutes 23 seconds East with the common line between said Stanford tract and the apparent existing West right-of-way line of said County Road 602, a distance of 1117.09 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set in the South line of said Stanford tract, same being the Northeast corner of that certain tract of land described in a Warranty Deed to Billy D. Stanford (hereinafter referred to as Billy Stanford tract), as recorded in Volume 551, Page 175, D.R.J.C.T.;

THENCE South 88 degrees 43 minutes 45 seconds West, departing the existing West right-of-way line of said County Road 602, with the common line between said Stanford tract and said Billy Stanford tract, pass at a distance of 284.50 feet, the Northwest corner of said Billy Stanford tract, same being the Northeast corner of the remainder of that certain tract of land in a Warranty Deed to Thelma Ray (hereinafter referred to as Ray tract), as recorded in Volume 333, Page 195, D.R.J.C.T. and continue

EXHIBIT "A"

LEGAL DESCRIPTION (Continued):

with said course, the common line between said Stanford tract and said Ray tract for a total distance of 502.52 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northwest corner of the remainder of said Ray tract, same being the Northeast corner of that certain tract of land described as Taylor Bridge Estates, an addition to the City of Burleson, Johnson County, Texas, according to the plat recorded in Volume 9, Page 363, Slide C, Plat Records, Johnson County, Texas;

THENCE South 89 degrees 21 minutes 27 seconds West with the common between said Stanford tract and said Taylor Bridge Estates, a distance of 1015.53 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northwest corner of said Taylor Bridge Estates, same being the Northeast corner of that certain tract of land described in a Warranty Deed with Vendor's Lien to Arthur J. Speece, III and wife, Dorothy G. Speece (hereinafter referred to as Speece tract), as recorded in Volume 1775, Page 767, D.R.J.C.T.;

THENCE North 89 degrees 36 minutes 20 seconds West with the common line between said Stanford tract and said Speece tract, a distance of 1103.29 feet to a one-half inch iron rod found for the Southwest corner of said Stanford tract, same being the Southeast corner of that certain tract of land described in a Special Warranty Deed to Lori L. Sommers (hereinafter referred to as Sommers tract), as recorded in Book 2445, Page 461, O.P.R.J.C.T.;

THENCE North 00 degrees 21 minutes 31 seconds West, departing the North line of said Speece tract, with the common line between said Stanford tract and said Speece tract, a distance of 194.53 feet to a five-eighths inch iron rod found for the Northeast corner of said Speece tract, same being the Southeast corner of that certain tract of land described in a General Warranty Deed to David M. Garcia and wife, Elvira G. Garcia (hereinafter referred to as Garcia tract), as recorded in Book 1684, Page 666, O.P.R.J.C.T.;

THENCE North 00 degrees 07 minutes 55 seconds East with the common line between said Stanford tract and said Garcia tract, a distance of 587.15 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northeast corner of said Garcia tract, same being the Southeast corner of that certain tract of land described in a Warranty Deed to Frances D. Lyles and Edward R. Lyles (hereinafter referred to as Lyles tract), as recorded in Book 4037, Page 654, O.P.R.J.C.T.;

THENCE North 00 degrees 14 minutes 25 seconds East with the common line between said Stanford tract and said Lyles tract, a distance of 560.21 feet to a three-eighths inch iron rod found for the Northwest corner of said Stanford tract, same being the Northeast corner of said Lyles tract, same also being in the South line of that certain tract of land described in a Special

EXHIBIT "A"

LEGAL DESCRIPTION (Continued):

Warranty Deed to Bloomfield Homes, LP (hereinafter referred to as Bloomfield Homes tract), as recorded in Instrument Number 2012-11328, O.P.R.J.C.T.

THENCE North 89 degrees 33 minutes 36 seconds East with the common line between said Stanford tract and said Bloomfield Homes tract, pass at a distance of 855.16 feet, the Southeast corner of said Bloomfield Homes tract, same being the Southwest corner of the aforesaid TBEN tract and continue with said course, with the common line between said Stanford tract and said TBEN tract for a total distance of 2370.36 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 80.122 acres or (3,490,128 square feet) of land.

City Council Regular Meeting

DEPARTMENT: Development Services


FROM: Tony D. McIlwain, AICP, CFM, Development Services Director

MEETING: February 2, 2026

SUBJECT:

Hold the second public hearing and consider and take possible action on a proposed strategic partnership agreement (SPA) with the North Johnson County Municipal Management District No. 1. *(Staff Contact: Tony D. McIlwain, Development Services Director)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.1 Promote sustainable residential and commercial development through strategic and long-term planning</p>

SUMMARY:

The City of Burleson entered into a development agreement with AP-Groundwork Venture, LLC for North Johnson County Municipal Management District No. 1, also known as TallGrass. The project is being proposed at the intersection of Chisholm Trail Parkway and FM 1902. The District is bringing forward this strategic partnership agreement (SPA) to provide, among other things, conditions for annexation of the MMD and limited purpose annexation of land.

The SPA states the City will not fully annex the property until the following conditions have been met:

- All of the District's water, sanitary sewer, drainage, park and recreational, and road facilities have been constructed.
- The Developer has, and the Developer's successors and assigns have, been reimbursed to the maximum extent permitted by the rules of the Commission or other applicable law.

Prior to annexation, the MMD is authorized to exercise all powers and functions as provided by law. Following annexation, the MMD will continue to exist as a limited purpose district for an initial ten-year period to allow for the continued maintenance and operation of the Drainage Improvements, Park, Trail, and Open Space Improvements, and the street alleys.

The SPA allows the City to “annex the land within the District for the limited purposes of imposing and collecting the City’s Sale and Use Tax at any time after the effective date of this Agreement, as determined by the City and the District.” It shall be noted that limited purpose annexation of any property does not remove it from the MMD, nor is the City able to impose ad valorem taxes on any property. The limited purpose annexation is solely for the imposition and collection of the City’s Sales and Use Tax.

RECOMMENDATION:

Staff recommends approval of the SPA.

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

January 20, 2025: City Council conducted the first public hearing on the SPA.

October 20, 2025: City Council granted consent to the annexation of 200.7453 acres of land in the City’s extraterritorial jurisdiction (ETJ) into the TallGrass Municipal Management District (MMD).

October 6, 2025: City Council approved a development agreement for the TallGrass Municipal Management District (MMD).

REFERENCE:

None

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a

Account Number(s): n/a

Fund: n/a

Account Description: n/a

Procurement Method: n/a

STAFF CONTACT:

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



TALLGRASS MMD

SECOND PUBLIC HEARING: STRATEGIC PARTNERSHIP AGREEMENT

BACKGROUND

- City of Burleson entered into a development agreement with AP-Groundwork Venture, LLC for North Johnson County Municipal Management District No. 1, also known as TallGrass.
- The project is being proposed at the intersection of Chisholm Trail Parkway and FM 1902.
- The District is bringing forward this strategic partnership agreement (SPA) to provide, among other things, conditions for annexation of the MMD and limited purpose annexation of land.

PUBLIC NOTICE/PUBLIC HEARINGS

- LGC §43.0751 requires the City to conduct two public hearings where members of the public who wish to present testimony or evidence regarding the proposed agreement shall be given the opportunity to do so.
 - Public hearing dates are January 20th and February 2nd.
- Notice of public hearings conducted by the governing body of a municipality must be published at least once on or after the 20th day before each date.
 - Staff provided notice of public hearings in the Fort Worth Star Telegram.
- The public hearing notices contained a statement of the purpose of the hearing, the date, time, and place of the hearing, and the location where copies of the proposed agreement may be obtained prior to the hearing.

SPA ANNEXATION CONDITIONS

- Prior to annexation, the MMD is authorized to exercise all powers and functions as provided by law.
- The SPA allows the City to “annex the land within the District for the limited purposes of imposing and collecting the City’s Sale and Use Tax at any time after the effective date of this Agreement, as determined by the City and the District.”
- It shall be noted that limited purpose annexation of any property does not remove it from the MMD, nor is the City able to impose ad valorem taxes on any property. The limited purpose annexation is solely for the imposition and collection of the City’s Sales and Use Tax.

SPA ANNEXATION CONDITIONS

- The City will not fully annex the District until the following conditions have been met, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:
 - All of the District's water, sanitary sewer, drainage, park and recreational, and road facilities have been constructed.
 - The Developer has, and the Developer's successors and assigns have, been reimbursed to the maximum extent permitted by the rules of the Commission or other applicable law.

- Following annexation, the MMD will continue to exist as a limited purpose district for an initial ten-year period to allow for the continued maintenance and operation of the Drainage Improvements, Park, Trail, and Open Space Improvements, and the street alleys.

EMERGENCY SERVICES DISTRICT

- Upon full-purpose annexation, City agrees to remove property from Johnson County Emergency Services District (ESD) #1 (*and any other applicable ESD*) no later than one hundred and eighty (180) days following full-purpose annexation of the Property into the City's corporate limits.
- The City is required to pay the cost for the removal of the property from the ESD, subject to the appropriation of public funds by the City Council in the fiscal year(s) in which the City seeks to remove the Property from the ESD.

SPA TERM DURATION

- Initial term of the SPA is forty-five (45) years, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District.
- Upon the expiration of the initial term, the SPA shall automatically extend for successive one-year periods, unless either the City or the District give notice to the other of its intent to terminate prior to any extension term.



RECOMMENDATION

- **Staff recommends City Council approve the Strategic Partnership Agreement.**

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “*Agreement*”) is made and entered into, effective as _____, 2026, by and between the **CITY OF BURLESON, TEXAS**, a municipal corporation and home rule city of the State of Texas (the “*City*”), and the **NORTH JOHNSON COUNTY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a conservation and reclamation district created pursuant to Article III, Section 52, Article XIV, Section 59, and Article III, Section 52-a, Texas Constitution and operating pursuant to Chapter 49, Texas Water Code, and Chapter 375, Texas Local Government Code (the “*District*”).

RECITALS

The District has been created for the purpose of providing water, sewer, drainage, road and recreational facilities to the land within its boundaries. On the date of this Agreement, the land within the District, consisting of 621 acres, is located entirely within the extraterritorial jurisdiction (“*ETJ*”) of the City.

The provisions of TEX. LOCAL GOV’T CODE, Section 43.0751 (the “*Act*”) state that the City and the District may enter into a strategic partnership agreement by mutual consent and the City and the District wish to enter into such an agreement.

The District conducted public hearings regarding this Agreement on [_____] at [_____] within the boundaries of the District, and on [_____] at the offices of Allen Boone Humphries Robinson LLP, 4514 Cole Avenue, Suite 1450, Dallas, Texas 75205, notice thereof having been given in accordance with the procedural requirements of Texas Local Government Code Section 43.0751.

The City conducted public hearings regarding this Agreement on [_____] and on [_____] in the City Hall Council Chambers of the City located at 141 W. Renfro, Burleson, Texas 76028, notice thereof having been given in accordance with Texas Local Government Code Section 43.0751.

The District has, by formal action, after public hearings approved this Agreement on [_____] in open session at a meeting held in accordance with the Open Meetings Act.

The City has, by formal action, after public hearings approved this Agreement on [_____] in open session at a meeting held in accordance with the Open Meetings Act.

All procedural requirements imposed by state law for the adoption of this Agreement have been met.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

ARTICLE 1 DEFINITIONS

1.01. Definitions. The terms *Act*, *Agreement*, *City*, *District*, and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

Commission means the Texas Commission on Environmental Quality and its successors.

Developer means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes which advances are subject to reimbursement by the District pursuant to the rules of the Commission.

Development Agreement means that certain Development Agreement dated October 6, 2025 entered into by and between AP-Groundwork Venture, LLC, the City, and the District.

Implementation Date means the date the limited-purpose annexation ordinance is passed by the City Council.

Limited District has the meaning set forth in Section 2.03.

Notice has the meaning set forth in Section 5.03.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

Sales and Use Tax means the sales and use tax authorized to be imposed in the District by the Act and Texas Tax Code, Chapter 321.

1.02. Findings and Conclusions. The City and the District hereby find and declare:

- a. The Act authorizes the City and the District to enter into this Agreement.
- b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.
- c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by TEX. LOCAL GOV'T CODE, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City. The District's notice of each hearing was given as required under the Texas Water Code for other district notifications.

ARTICLE 2 ANNEXATION OF THE DISTRICT

2.01. Conditions to Annexation.

a. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex the District until the following conditions have been met, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. All of the District's water, sanitary sewer, drainage, park and recreational, and road facilities have been constructed.
2. The Developer has, and the Developer's successors and assigns have, been reimbursed to the maximum extent permitted by the rules of the Commission or other applicable law.

b. In addition to satisfaction of the conditions provided above, if the District has bonds, notes or other indebtedness outstanding that are payable for and secured by the District's ad valorem taxes, the City shall not be authorized to annex the District for full purposes unless and until the City is authorized to levy an ad valorem tax on property in the District and is authorized to levy an ad valorem tax in an amount sufficient to pay the assumed District indebtedness.

2.02. Operations Prior to Full-Purpose Annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement, the District is authorized to exercise all powers and functions of a municipal management district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City. The District agrees to generally comply with the City's special purpose district policy.

2.03. Continuation of the District Following Full-Purpose Annexation. Upon annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist as a limited district pursuant to Section 43.0751(f)(6) of the Texas Local Government Code (the “*Limited District*”) for an initial period of ten (10) years to allow for the continued maintenance and operation of the Drainage Improvements, Park, Trail, and Open Space Improvements (as such terms are defined in the Development Agreement), and the street alleys and to levy ad valorem taxes or assessments in support of such facilities, as well as the completion of District operations, and the integration of the District’s system into the City’s system, which term may be renewed successively by the City Council, provided that no such renewed term shall exceed ten (10) years. Prior to the full annexation by the City and the continuation of the District as a Limited District and before each term renewal of the Limited District, the District shall present to the City for approval a financing plan for the continued maintenance and operation of the aforementioned facilities. The District agrees that such Limited District shall not incur additional debts, liabilities, or obligations, construct additional utility facilities, or contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval from the City. After full-purpose annexation, the City shall assume the operation and maintenance of the Roadway Improvements (as such term is defined in the Development Agreement), including the non-TxDOT owned traffic control signals and road rights-of way. The boundaries and name of the Limited District shall be determined by the City in consultation with the District. Upon the expiration of the initial and any successive term, the City shall agree to either assume the maintenance and operation obligations of the Limited District or continue the Limited District. After the initial ten (10) year term of the Limited District, the City, at its discretion, may act to abolish the District in accordance with applicable law, and the City will then assume all rights, assets, liabilities and obligations of the Limited District and the Limited District will not be continued for limited purposes. Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.04. Emergency Services District. Upon full-purpose annexation, the City agrees to promptly begin the process of becoming the sole provider of emergency services to land within the District. Accordingly, it shall use commercially reasonable efforts to remove the Property (as such term is defined in the Development Agreement) from the Johnson County ESD #1 (“ESD”), or any other applicable emergency services district, pursuant to Section 775.022, Texas Health and Safety Code, no later than one hundred and eighty (180) days following full-purpose annexation of the Property into the City’s corporate limits. The City shall pay the cost required for the removal of the Property from the ESD, in accordance with the procedures provided by Chapter 775, Texas Health and Safety Code, subject to the appropriation of public funds by the City Council in the fiscal year(s) in which the City seeks to remove the Property from the ESD.

2.05. Attempted Incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to annex that portion the District attempting to incorporate.

ARTICLE 3

LIMITED PURPOSE ANNEXATION OF LAND

3.01. Limited Purpose Annexation of Land. Notwithstanding Section 2.01, the City may annex the land within the District for the limited purposes of imposing and collecting the City's Sale and Use Tax at any time after the effective date of this Agreement, as determined by the City and the District. In the event the land within the District is annexed for limited purposes, the District shall remain in existence, with full powers, and any land annexed for such limited purposes shall also remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater, drainage, roads, and parks and recreational facilities and services. The limited purpose annexation of land within the District is solely for the imposition and collection of the City's Sales and Use Tax within such annexed land, to the extent available. The City shall not impose its ad valorem taxes upon any portion of the land within the District during the period of limited purpose annexation. This annexation provision is in lieu of any full purpose annexation of any land within the District prior to the annexation of the entire District as provided in Article 2.

3.02. Allocation of Sales and Use Tax for Supplemental Services. In the event the ESD removes any portion of the property within the District that has been annexed into the City for limited purposes pursuant to Section 3.01, the City and the District shall use reasonable and good faith efforts to negotiate an agreement that would allow for a portion of the Sales and Use Tax collected by the City to be allocated toward supplemental services for the District.

ARTICLE 4

DEFAULT, NOTICE AND REMEDIES

4.01. Default; Notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 5 MISCELLANEOUS

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Records of Johnson County, Texas, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of annexation of the District by the City, the Developer shall be considered a third-party beneficiary of this Agreement.

5.02 Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for forty-five (45) years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement shall automatically be extended for successive one-year periods, unless either the City of the District give notice to the other of its intent to terminate prior to any extension term.

5.03. Notice. Any notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by delivering the same via electronic mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Burleson
City Manager's Office
141 W Renfro Street
Burleson, TX 76028
Attn: Tommy Ludwig
tludwig@burlesontx.com

District: North Johnson County Municipal Management District
No. 1 c/o Allen Boone Humphries Robinson
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
Attn: Steve Robinson
E-mail: srobinson@abhr.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of

America by giving at least five days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.07. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Johnson County, Texas.

5.08. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.09. Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement and the Development Agreement.

5.10. Incorporation of Exhibits and other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement, including, but not limited to the Development Agreement, are incorporated herein by reference for the purposes set forth in this Agreement.

5.11. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

5.12. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF BURLESON, TEXAS

By: _____
Tommy Ludwig, City Manager

ATTEST:

By: _____
Amanda Campos, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on this the _____ day of _____, _____, by Tommy Ludwig, City Manager of the City of Burleson, Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

**NORTH JOHNSON COUNTY
MUNICIPAL MANAGEMENT
DISTRICT NO. 1**

By: _____

President, Board of Directors

ATTEST:

By: _____

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, ____, by _____, President of the Board of Directors of North Johnson County Municipal Management District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

City Council Regular Meeting

DEPARTMENT: Economic Development


FROM: Alex Philips, Economic Development Director

MEETING: February 2, 2026

SUBJECT:

Consider and take possible action on a facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the 2026-2027 market season.
(Staff Contact: Alex Philips, Economic Development Director)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Great Place to Live Through Expanded Quality of Life Amenities</p>	<p>4.1 Provide high-quality parks</p> <p>4.2 Provide high-quality recreation opportunities, events and facilities for residents</p> <p>4.3 Provide outstanding cultural, educational and entertainment opportunities</p>

SUMMARY:

Burleson Farmer's Market operates with an annual facility use agreement approved by Council. This item is being presented to Council to initiate a discussion regarding potential changes to the agreement beginning in March 2026.

The Burleson Farmer's Market (BFM) operates weekly market activities within the Mayor Vera Calvin Plaza annually. Recently, BFM was approved to operate year-round, with weekly markets held March-October and monthly markets held November-February. The market currently utilizes the Mayor Vera Calvin Plaza promenade, a portion of the lawn space and four (4) on-street parking stalls located along S. Warren St. for mobile food and beverage vending.

The discussion of altering the current layout and agreement will allow more flexibility on vendor arrangement to ensure businesses located within the Ellison St. building are not impaired by vendor set up during operating hours and provide pedestrian crossing safety with temporary street closures during market operations.

Staff is proposing two (2) options for Council consideration. **Option 1:** Alter market operation footprint to allow the use of the full lawn, add street closures to a portion of S. Warren St. during market operating hours and maintain the current daily rental rate of \$500/day **Option 2:** Leave market operations as is present day with no changes.

RECOMMENDATION:

Staff recommends a revised facility use agreement incorporating the suggestions given by the Community Services Committee as listed below as well as revised verbiage within the agreement to allow for six (6) Date Night markets per market year.

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

This item was presented to the Community Services Committee on November 5, 2025. The Committee provided the following recommendations:

1. Allow Burleson Farmers Market to utilize the full lawn space.
2. Allow Burleson Farmers Market to set up vendors within a portion of S. Warren St. if desirable.
3. Allow a portion of Warren St. to be closed for pedestrians to safely explore vendors located within the public right-of-way on S. Warren St.

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$500.00/market (revenue)

Account Number(s): 215-47000

Fund: Tif2

Account Description: Other Rental fees

STAFF CONTACT:

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

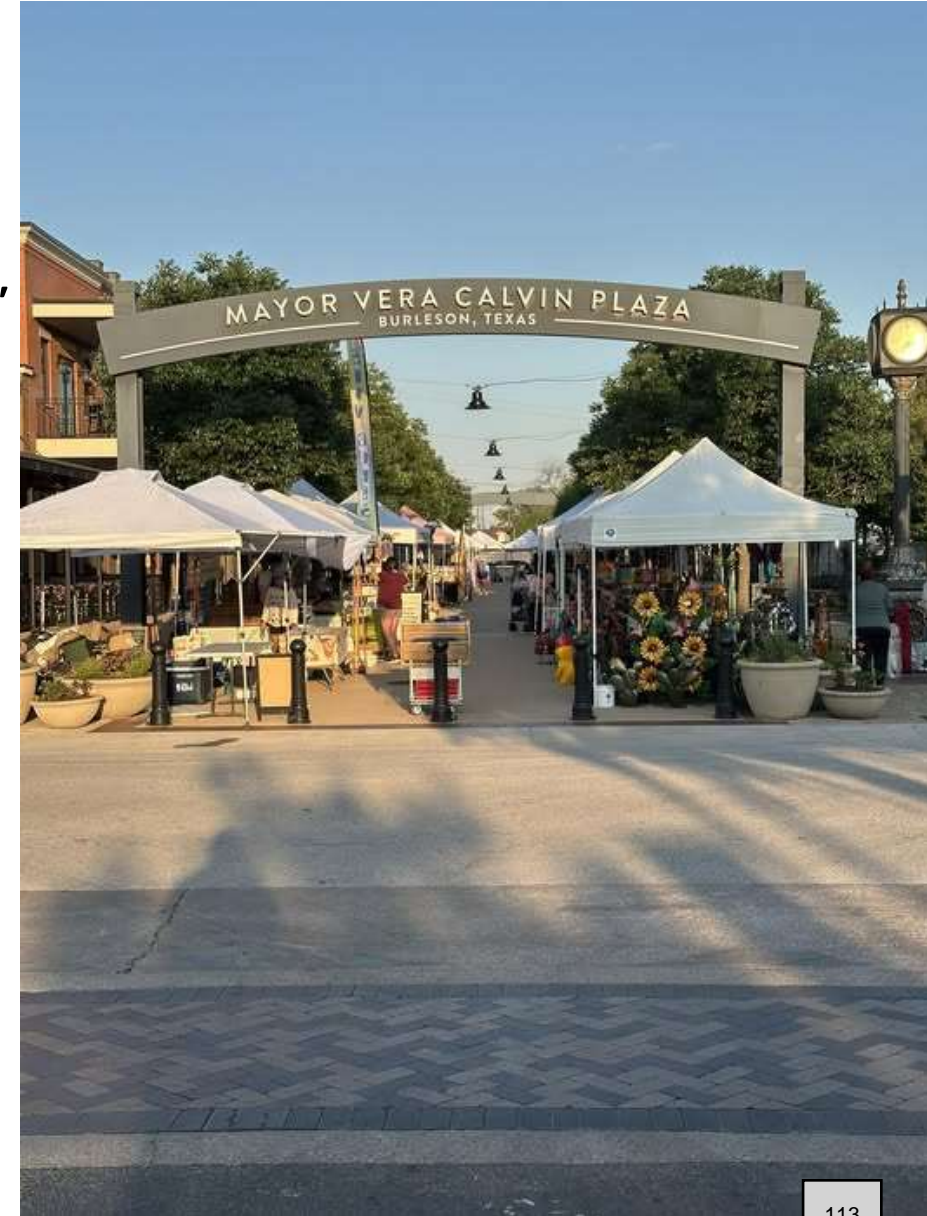


Burleson Farmers Market

Facility Use Agreement 2026

General info.

- ① Operates weekly Mar-Oct and monthly Nov-Feb
- ② May operate up to four (4) special edition “Date Night” markets on a Friday or Saturday p.m. rather than a.m.
- ③ May operate a Sunday market in place of Saturday with approval in the event of scheduling conflict (i.e. special event, election, etc.)
- ④ Currently utilizes Plaza promenade, portion of the lawn, parking stalls on S. Warren St.
- ⑤ Fee: \$500/day paid directly to City by operator. Vendors pay operator directly. All vendor arrangements are made by market operator



FEE HISTORY



PRICING BREAKDOWN

Pricing calculated on price per square foot as compared to fee established to reserve Plaza in its entirety for private events (\$5000)

Total Plaza area: 47,500 sq. ft. (approx.)

\$0.11/ sq. ft. based on full-day reservation ; BFM charged \$0.05/ sq. ft. based on half-day usage

RECENT FEE HISTORY

Approved by CC 3/21/21: Promenade + on-street stalls: \$287.50/market

Approved by CC 3/7/22: Promenade + on-street stalls + portion of lawn: \$454.50/market

Approved by CC 2/17/25: Promenade + on-street stalls + portion of lawn: \$500/market

CURRENT EVENT FOOTPRINT



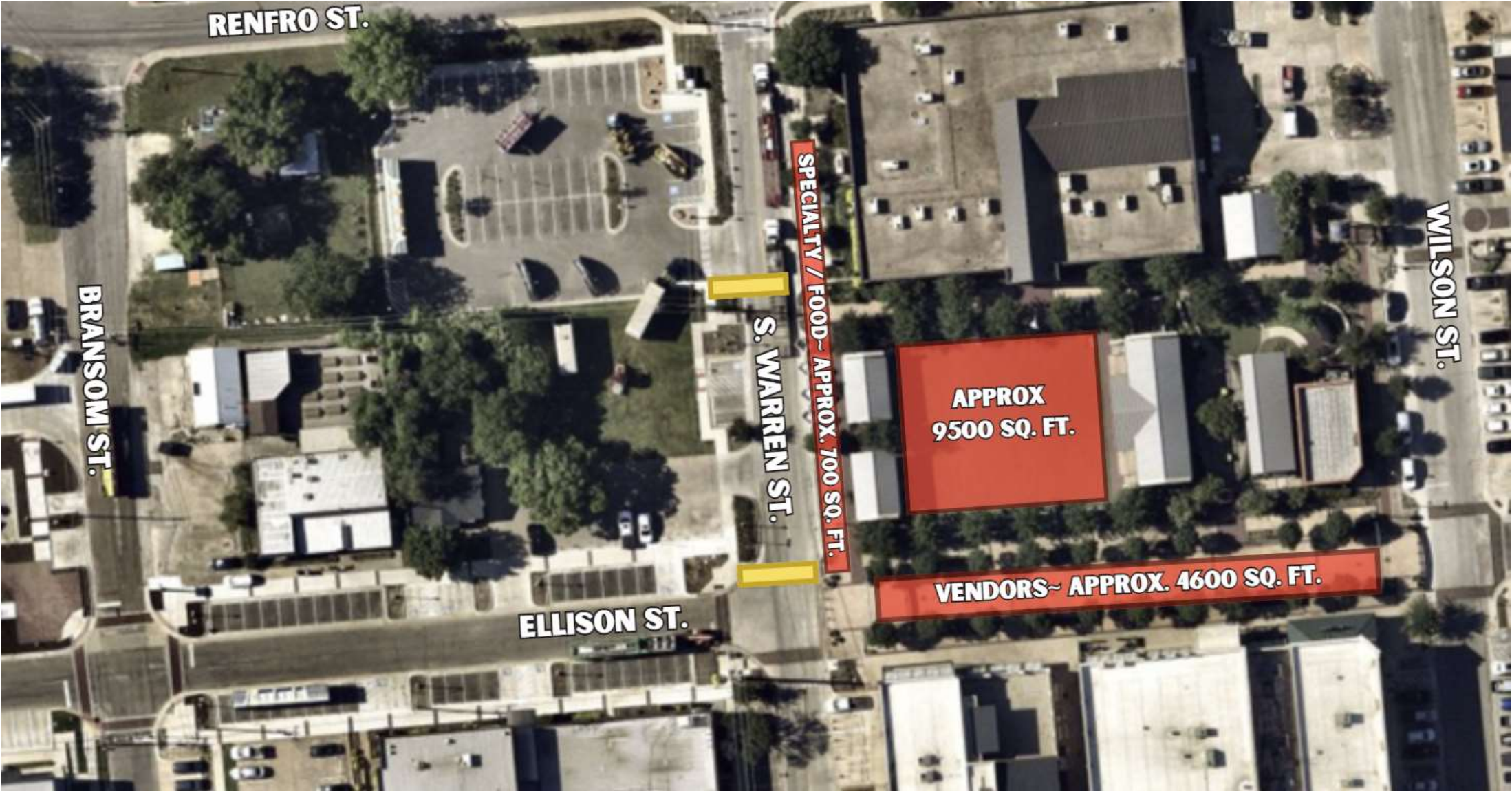
COMMITTEE RECOMMENDATION

Staff presented options to Community Services Committee on November 5, 2025. The Committee provided the following recommendations:

- ☐ Allow BFM to utilize full lawn space
- ☐ Include street closure of portion of S. Warren St. for pedestrian safety
 - Agreement will deem organizer as responsible party for weekly set up/removal of barricades
- ☐ Allow BFM to utilize portion of S. Warren St. for vendors if desired

NOTE: Staff presented an option of utilizing West City Hall parking lot for vendors, but the Committee did not include that as part of their recommendation.

PROPOSED EVENT FOOTPRINT



MARKET STATS

- ❑ Average **100-120 vendors** per market
- ❑ Average market brings **800-1000 visitors** to the Plaza vs. a “no market” day averaging **100-300 visitors**.
- ❑ October “Date Night Market” (10/3) brought **2.4K visitors**
- ❑ December “Holiday Market” (12/13) brought **2.7K visitors**
- ❑ For comparison/reference, this years BTXMas events (12/6) brought **2.8K visitors**

Stats provided as reported via Placer ai



PROPOSED CHANGES- OPTION 1

COMMITTEE RECOMMENDATION

- ☐ Allow BFM to utilize full lawn space
- ☐ Include street closure of portion of S. Warren St. for pedestrian safety
 - Agreement will deem organizer as responsible party for weekly set up/removal of barricades
- ☐ Allow BFM to utilize portion of S. Warren St. for vendors if desired
- ☐ Allow *up to* six (6) Date Night markets instead of four (4) as outlined in current agreement.
 - Date Night markets to be held during the Mar-Oct season of market operations
- ☐ Maintain current daily rental rate (\$500/day); **Staff Recommendation**

NOTE: City of Crowley charges \$125/week (\$500/month) for market operations utilizing a larger footprint than available within the Plaza

NOTE: City of Granbury charges \$87.50/week (\$350/month) for market operations within Hewlett Park, a larger footprint than available within the Plaza

PROPOSED CHANGES- OPTION 2

- ☐ Allow BFM to operate the same as present day agreement with no changes

REASONS FOR PROPOSED CHANGE

- ☐ Increased interest from local vendors, but limited space. New layout will provide additional space for vendors
NOTE: **80%** of vendors are local to Burleson
- ☐ Pedestrian safety on S. Warren St.
- ☐ The flat fee for BFM will allow the market to grow and provide a bigger economic impact for the local businesses in Old Town.
- ☐ The current agreement expires in February 2026

Staff recommends approval of Option 1

Discussion/Recommendations?

CITY OF BURLESON FARMERS' MARKET AGREEMENT

This LICENSE AGREEMENT ("Agreement"), dated this _____ day of _____, 20____, is made and entered into by and between the CITY OF BURLESON, a home rule municipal corporation, hereinafter referred to as "Licensor", and BURLESON FARMER'S MARKET, a Texas LLC, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, the Licensor owns a certain parcel of real property that is located at 141 W Renfro St and the Mayor Vera Calvin Plaza in Burleson, Johnson County, Texas, and more particularly depicted in Exhibit "A", attached hereto and incorporated herein by this reference for all purposes ("Premises"); and

WHEREAS, the residents of Burleson have expressed a desire and need for a local farmers' market to take place on the Premises; and

WHEREAS, the Licensee has experience in managing farmers' markets; and

WHEREAS, the Licensor deems it advantageous to grant Licensee certain rights, privileges, and uses herein as necessary to conduct its business as hereinafter set forth; and

WHEREAS, the City Council previously approved a contract with Licensee for the operation and management of the Farmers' Market, which proved to benefit the residents of the City of Burleson; and

WHEREAS, subject to the terms of this Agreement, Licensee will operate a farmers' market on the Premises; and

WHEREAS, Licensor finds it in the best interests of to enter into this Agreement with Licensee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee (hereinafter collectively "Parties" and individually "Party") hereby agree as follows:

ARTICLE I GENERAL TERMS AND CONDITIONS

1.01 LICENSE: Licensor hereby issues to Licensee an Exclusive License to enter upon and use the Premises for and during the term of this License, and any extension or renewal thereof, on the following days and times during the term of this Agreement:

- A. Weekly on Saturdays beginning 7:00 AM until 2:00 PM during the term of this Agreement, unless otherwise provided in this Agreement;
- B. Beginning 7:00 AM until 2:00 PM on a Sunday during the term of this Agreement in the event that a Saturday market is cancelled by the Licensor due to inclement weather or other

unsafe conditions and the Parties agree in writing to reschedule the Saturday market on a specific Sunday;

- C. Beginning 7:00 AM until 2:00 PM on a Sunday during the term of this Agreement in the event that Licensee requests and the Licenser grants in writing for Licenser to operate on a Sunday during the term of this Agreement in place of a Saturday market provided in section 1.01(A). The decision of whether to move a market from a Saturday to Sunday must be approved by both Parties in writing. When a Sunday Market day is held, that Market day takes the place of the Saturday Market day for that week;
- D. In addition to a Saturday markets provided in section 1.01(A), six (6) additional days during the term of this Agreement to be determined at a later date and agreed to by both Parties in writing, beginning 5:00 PM until 9:00 PM;
- E. Notwithstanding the above, Licensee shall not operate on any day the Licenser is conducting an election or run-off election at Burleson City Hall located at 141 W Renfro St, Burleson, Texas 76028. The Parties will periodically discuss when the Licenser may be conducting any such election activities at Burleson City Hall.

solely and exclusively for the following purposes or activities: a farmers' market, allowing Licensee and its employees, agents, contractors, invitees, and anyone entering the Premises under this Agreement (including but not limited to members of the general public) to operate a farmers' market which would include but is not limited to the following: all aspects of the market's management, including vendor selection, vendor space assignment, setup and breakdown supervision, marketing and promotion, coordination, security, invoice preparation, revenue collection, and other duties as required by market functions and operations. These services shall be performed in accordance with the scope of services attached hereto and incorporated herein by reference for all purposes as Exhibit "B" (the "Farmers' Market" or "Market").

1.02 LICENSED AREA: The Licenser does hereby license the Premises and Licensee hereby accepts the license on the said Premises from Licenser. Licensee hereby declares itself fully familiar with the physical condition of the Premises and declares that said Premises was in good condition when possession of same was accepted. Premises is licensed unto Licensee in "AS IS" condition. Licensee has inspected the Premises and accepts the same in "AS IS" condition.

1.03 TERM: Unless terminated sooner in accordance with section 1.04, below, this License shall commence March 1, 2026, and shall continue until February 28, 2027.

1.04 TERMINATION: The Licenser reserves the right to terminate the Agreement immediately with written notice to the Licensee in the event the Licensee: (i) Fails to meet delivery schedules; (ii) Defaults in the payment of any fees, (iii) Otherwise fails to perform in accordance with this Agreement, or (iv) Becomes insolvent and/or files for protection from bankruptcy law.

The Agreement may be terminated by the Licenser without penalty, for any reason or none whatsoever, by the Licenser providing at least thirty (30) day's written notice to the Licensee.

1.05 DATE AND HOURS OF OPERATION; CANCELATION: Licensee promises that if the Farmers' Market is to be held on a specific day of the week, Licensee shall adhere to the following hours of operation that the Farmers' Market shall be open to the public:

- A. Beginning 7:00 AM until 2:00 PM on Saturdays;
- B. Beginning 7:00 AM until 2:00 PM on Sundays, if any;
- C. Beginning 5:00 PM until 9:00 PM on any other day of the week, if any;

Notwithstanding the above, Licensor may cancel any Market day if it determines, in its sole and uncontrolled discretion, that the event is unsafe due to inclement weather or other reason. The Licensor will work to communicate with Licensee if and when Licensor reaches such a determination. The Parties will work in good faith to reschedule any Market day that is canceled pursuant to this section.

1.06 FEE: Licensor agrees to provide the use of the Premises only on the dates and times scheduled under this Agreement for a cost of five hundred dollars (\$500.00) each day the Farmers' Market opens and operates. Licensee shall submit the payment to the Licensor by the 5th day of each month following the day the Farmers' Market opens and operates. Payments shall be made either by check mailed to the Licensor at the Licensor's address as listed below or paid in person at Burleson City Hall.

The income from the Farmers' Market will belong to the Licensee. Unless pre-approved by the Licensor, all out-of-pocket expenses for management services will be the responsibility of the Licensee. All costs other than utilities and general facility maintenance will be the responsibility of the Licensee. The Licensee shall promptly notify the Licensor by phone, email, or regular mail of any general facility maintenance issues with the Premises.

Licensee shall obtain, complete, and maintain all permits and supporting documentation to satisfy all permitting requirements of Johnson County, the State of Texas, and the City of Burleson. Licensee shall abide by all Federal, State, and local laws, rules, and regulations, and all City of Burleson policies and directions.

1.07 USE CONFLICT: The premises are to be occupied solely for the purpose of operating a Farmers' Market and related events that are authorized by the Licensee consistent with this License and the rules, regulations, and laws of the City of Burleson and the State of Texas.

1.08 ON-SITE MANAGER: Licensee shall ensure that an on-site manager is present at the Premises during each and every Farmers' Market date from the commencement of set up until all vendors/vehicles have vacated the Premises. Licensee shall utilize best industry practices and/or best management practices, which may require additional services not explicitly enumerated.

1.09 SECURITY: Licensee agrees, where reasonably necessary and at their own discretion, to provide at Licensee's sole cost and expense any number of licensed peace officers and security personnel deemed by Licensor to be reasonably necessary for the protection of persons and property on the premises.

1.10 CLEAN UP, GARBAGE STORAGE, AND DISPOSAL: Licensor agrees to provide a sufficient number of containers on the premises for trash collection. Licensee shall ensure that Farmers' Market participants (i) maintain the space(s) assigned to them in a clean and sanitary

condition; and (ii) remove all equipment, fruits, vegetables, trimmings, wrappings, containers, and trash immediately upon vacation of such spaces. In the event that any Farmers' Market participant does not adhere to the above guidelines, Licensee shall, at Licensee's expense, arrange for cleanup of the area to the satisfaction of Licensor. Licensee agrees to store all accumulated trash/garbage in a neat and clean manner as an essential element of its responsibilities for upkeep of the Premises. This includes any loose garbage that may have flown out during or after the event. Licensee shall be required to pay Two Hundred Dollars (\$200.00) as a clean-up fee to Licensor in the event that the Premises is not restored to the condition prior to activities. The fee shall be assessed at the Licensor's sole discretion.

1.11 NATURE OF LICENSE: Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting Licensee, its successor and assigns, to operate the Farmers' Market on the Premises and is not a conveyance of a real property interest in or to the Premises.

ARTICLE II INDEMNITY AND INSURANCE

2.01 INDEMNIFICATION:

TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF BURLESON, TEXAS, TOGETHER WITH ITS RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY BURLESON), OF, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEFENSE COSTS, OR LIABILITY OF ANY KIND OR NATURE (COLLECTIVELY REFERRED TO HEREINAFTER AS "CLAIMS") ASSERTED BY ANY PERSON OR ENTITY AGAINST BURLESON WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO LICENSEE'S (OR LINCESSEE'S CONTRACTORS' OR SUBCONTRACTORS', IF ANY) (I) ACTS, ERRORS, OR OMISSIONS, (II) PERFORMANCE OR FAILURE TO PERFORM, (III) GOODS OR SERVICES PROVIDED, (IV) WORK PERFORMED BY, OR ON BEHALF OF LICENSEE, OR (V) USE OF THE PROPERTY TO WHICH THIS LICENSE APPLIES, RELATIVE TO THIS AGREEMENT, EXCEPT ANY SUCH CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL ACT OF BURLESON, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

Notwithstanding the provisions of the above paragraph, Licensee further agrees to assume all risk, and to indemnify, defend, and hold harmless Licensor from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Licensee or Licensee's employees, exhibitors, contractors, representatives, patrons, guests, or invitees. The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not Licensor, Licensee or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

2.02 INSURANCE: Without limiting Licensor's right to indemnification, it is agreed that Licensee shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form, and an annual aggregate not less than Two Million Dollars (\$2,000,000). The general liability should also include hired and non-owned vehicles. Licensor shall be furnished a copy of proof of insurance prior to the execution of this Agreement. Workers' Compensation insurance shall be at statutory limits.

The City of Burleson shall be named as an additional insured with respect to General Liability. A waiver of subrogation in favor of the City of Burleson shall be contained in all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Burleson of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Burleson will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

ARTICLE III MISCELLANEOUS

3.01 APPLICABLE LAW: This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Johnson County, Texas.

3.02 BINDING AGREEMENT: This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited.

3.03 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Further, Licensee will keep and maintain the licensed premises in a clean and healthy condition and comply with the laws, ordinances, orders, rules, and regulations (State, Federal, Municipal, and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the licensed premises.

3.04 NO SUBLICENSE, ASSIGNMENT OR JOINT VENTURE: Licensee is not permitted to sublicense the premises or assign said license without written permission given by the Licensor. This agreement is not intended to and shall not be construed to create any joint enterprise between or among the Parties. Licensee is an independent contractor and all persons employed to furnish services hereunder shall not be considered employees of the Licensor.

3.05 HOLDING OVER: In the event Licensee does not vacate all or part of the premises at the end of each business day, Licensee shall be obligated to pay Licensor for the cost of removal of any and all materials.

3.06 JOINT AND SEVERAL LIABILITY: If more than one Licensee is named herein, the obligations of each Licensee herein shall be joint and severable. The singular includes the plural, and the plural includes the singular.

3.07 WAIVER: Either Party's failure to insist at any time on the strict performance of any covenant or agreement, or such Party's failure to exercise any option, right, power, or remedy contained in this Agreement, shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or failure to seek redress for any violation of any term, covenant, or condition contained in this Agreement shall not prevent a subsequent act from being a violation. A Party shall be considered to have waived a provision of this Agreement only if specifically expressed in writing and signed by such Party. No expressed waiver shall affect any matter other than the one specified in the waiver and only for the time and in the manner specifically stated.

3.08 NO PARTNERSHIP: Notwithstanding anything to the contrary herein, Licensor is not, and under no circumstances shall it be considered to be, a partner of Licensee or engaged in a joint venture with Licensee.

3.09 TIME OF ESSENCE: Time is of the essence in this agreement.

3.10 NO THIRD-PARTY RIGHTS: The Parties intend not to create rights in, or to grant remedies to, any third Party as a beneficiary of this Agreement or any duty, covenant, obligation, or undertaking established herein.

3.11 SEVERABILITY. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

3.12 NOTICES: Notices and communication concerning this Agreement shall be sent to the following addresses:

For Licensor: City of Burleson
 Attn: Economic Development Director
 141 W Renfro Street
 Burleson, TX 76028
 bphilips@burlesontx.com

For Licensee: Burleson Farmers Market
 1486 HCR 1212
 Blum, TX 76627
 chazcf@hotmail.com

Either Party may, by notice to the other Party, change the address specified above. Service of notice or communications shall be complete when received at the designated address.

3.13 INTERPRETATION: Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

3.14 NO WAIVER OF GOVERNMENTAL IMMUNITY: Nothing contained in this Agreement shall be construed as a waiver of the Licensor's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the Licensor by law. The terms of this section shall survive termination of this Agreement.

3.15. NO WAIVER OF CITY REQUIREMENTS: Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City of Burleson ordinance or regulation, or the waiver of any requirement of any City of Burleson ordinance or regulation.

3.16. AMENDMENT. This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.

3.17. 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.

[Remainder of page left blank. Signature pages to follow.]

LICENSOR:

EXECUTED this _____ day of _____, 2026.

BY: _____
Tommy Ludwig, City Manager

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, _____, the undersigned notary public, on this day personally appeared Tommy Ludwig as City Manager of the City of Burleson, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public, State of Texas

My Commission Expires: _____

LICENSEE:

EXECUTED this _____ day of _____, 2026.

BY: Chaz Forster
Chaz Forster, Operator
Burleson Farmer's Market

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, _____, the undersigned notary public,
on this day personally appeared Chaz Forster, _____ of the Burleson
Farmer's Market, who is known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he/she executed that instrument for the
purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____,
2026.

Notary Public, State of Texas

My Commission Expires: _____

Exhibit "A"
Premises

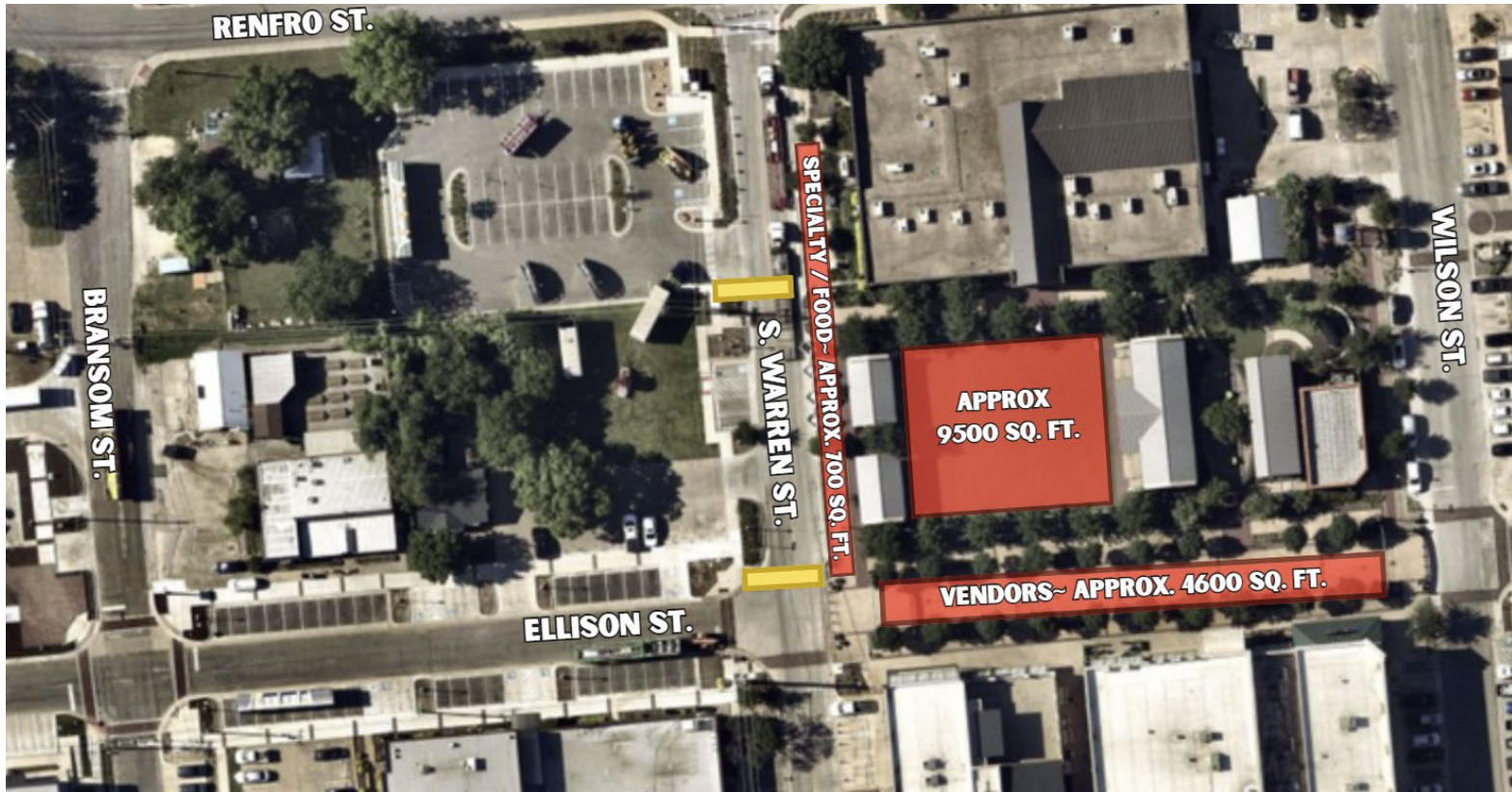


Exhibit “B”
Scope of Services

The Parties agree that Licensee shall operate the Farmers’ Market in accordance with the following scope of services.

- 1.0 Licensee shall keep all functioning entry and exit points of the buildings adjacent to the Premises in the Plaza’s promenade clear and unblocked by Market operations. The Licensors reserves the right to intervene if necessary.
- 2.0 Licensee shall keep the entrance to the Burleson Heritage Museum adjacent to the Premises clear and unblocked by Market operations at all times. The Licensors reserves the right to intervene if necessary.
- 3.0 Licensee acknowledges and shall not use the two on-street parking stalls adjacent to the Burleson Heritage Museum are reserved for museum visitors. Licensors may place reserved signage in the area to notify the general public of such provision.
- 4.0 Licensee guarantees a minimum of twenty-five percent (25%) of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer’s Market.
- 5.0 Licensee acknowledges that the parking spaces located along Warren St. are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces Licensee intends to utilize, the Licensors shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the Premises, Licensee shall set-up the market in a way that the vehicle is not impeded from exiting.
- 6.0 Licensee agrees to keep and restore the Premises to an equal or better condition than that prior to any activities. This includes trash and debris pickup. Licensee shall collect trash in the area following Market operations. Licensee shall cause the collected trash to be transported to the dumpster located at Chisenhall Fields. New trash bags should be placed in emptied trash receptacles before leaving the Premises at the conclusion of the operation of a single Market day.
- 7.0 Licensee will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by Licensee, its officers, agents, employees or invitees.
- 8.0 Licensee acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Premises and may be utilized as needed and approved by Licensors.
- 9.0 Licensee shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by law. Failure to comply with any permitting requirements may

result in a particular vendor being banned from participating in future Market days at the Licensor's discretion.

- 10.0 Licensee shall be allowed to host food vendors to sample open or time/temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by law. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future Market days at the Licensor's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site).
- 11.0 Licensee shall comply with all local, state, and federal regulations.
- 12.0 Licensee and any vendors shall only engage in retail sales of agricultural products and other items customarily found in a farmers' market for sale to the general public. For purposes of this section, the food trucks authorized above shall be considered an item customarily found in a farmers market for sale to the general public.
- 13.0 Licensor shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with Licensee a minimum of one (1) week in advance.
- 14.0 Licensee shall be responsible for the set up and take down of street barricades positioned on S. Warren St. during market operations. Barricades shall not be erected on any street or alley by Licensee without written permission from Licensor.
- 15.0 Licensee shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated on www.burlesonfarmersmarket.com.

City Council Regular Meeting

DEPARTMENT: Capital Engineering


FROM: Randy Morrison, PE, Director of Capital Engineering

MEETING: February 2, 2026

SUBJECT:

Consider and take possible action on a professional services agreement with Kimley-Horn for the design of the Chisholm West Lift Station in the amount not to exceed \$805,680.00 (Project WW2603). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.4 Implement the city's Capital Improvement Program</p> <p>2.5 Develop and maintain facilities and utility services</p>

SUMMARY:

The scope of the project includes providing design and construction documents for the Chisholm West Lift Station. Chisholm West Lift Station was identified in the City's Wastewater Masterplan to provide 2.50 MGD, however, planned future growth within the City has increased the required ultimate capacity to 6 MGD. Therefore, the design of the new lift station will meet the initial 2.5 MGD demand and will be capable of expanding to 6 MGD. The proposed lift station will be located northeast of the Chisholm Trail Parkway and CR1016 near FM1902. From the lift station, there will be a 12-inch sewer force main constructed to the southeast along the CR914A alignment turning north to CR1016, then east on to CR914 and tying to an existing 15" sanitary sewer located at the intersection of CR914 and CR914A; this line is approximately 11,615 feet in length. There are also three 12" stub outs anticipated for future gravity mains to support the proposed development in the area. The project will include full design of the lift station and force main, with design for a future expansion to 6 MGD.

This contract is for professional services as defined under Texas Government Code Chapter 2254, Professional Services Procurement Act. In accordance with Chapter 2254, professional service providers must be selected on the basis of demonstrated competence and qualifications

rather than price. Kimley-Horn has been determined by staff to be the most qualified provider for the required services based on a proposal and interview process.

In compliance with Chapter 2254, the City has negotiated a contract with Kimley-Horn at a fair and reasonable price. Staff has determined that this procurement meets the statutory requirements for the selection of professional services and is in compliance with applicable law.

RECOMMENDATION:

Consider and take possible action on a professional services agreement with Kimley-Horn for the design of the Chisholm West Lift Station in the amount not to exceed \$805,680.00 (Project WW2603).

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$805,680.00
 Account Number(s): 5203101 72010
 Fund: W&S Bond – Capital Design
 Account Description: WSBdCaDesi
 Procurement Method: Request for Qualifications

STAFF CONTACT:

Randy Morrison, PE
 Director of Capital Engineering
rmorrison@burlesontx.com
 817-426-9612



Chisholm West Lift Station Design and Construction Phase Services

PRESENTED TO CITY COUNCIL

FEBRUARY 02, 2026

Background - Project

- Lift Station to service Chisholm Summit, Tall Grass and other development in the area
- Identified in City's Wastewater Masterplan to provide 2.5 MGD (Initial)
- Planned future growth has increased the required ultimate capacity to 6 MGD (Ultimate)
- Proposed to be located northeast of Chisholm Trail Parkway and CR1016 near FM1902
- 12" Sewer force main (approximately 11,615 feet)
- Three 12" stub outs for future gravity mains

Background - Agreements

Chisholm West Development:

Developer shall dedicate and convey the property for LS in fee simple and dedicate and convey easement's consistent with the City's Design Standards Manual for the required force main and necessary gravity sewer.

Cost Participation

1. LS Capacity > 1.4MGD; Developer pro rata share based on capacity usage.
2. LS Capacity \leq 1.4MGD; Developer will participate at either 50% of total construction cost or its pro rata share of the LS, whichever is greater

Tall Grass Development:

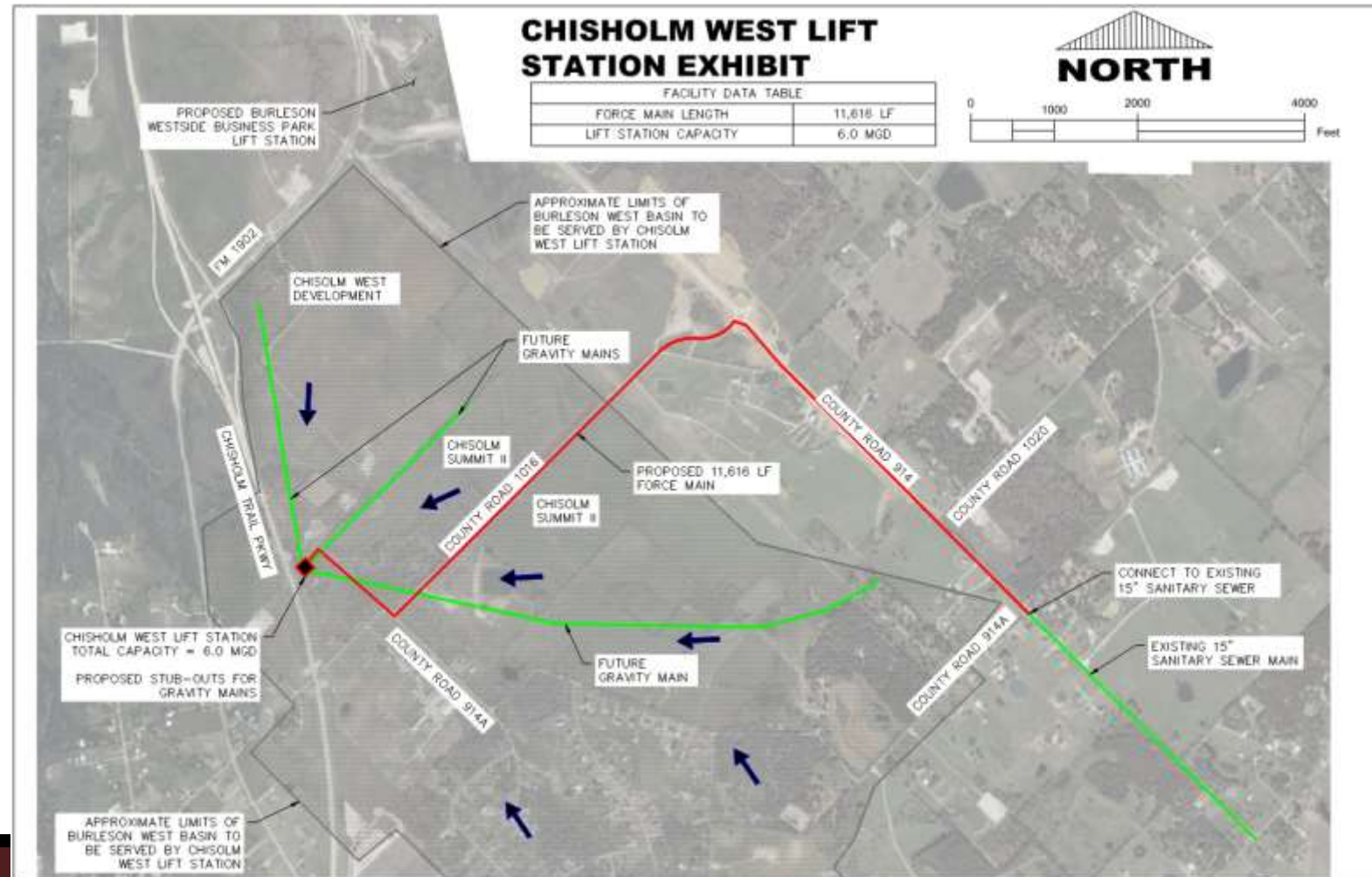
1. City agrees to reserve sufficient capacity for 3.63MGD.
2. Developer agrees to participate in the construction cost on a pro rata basis based on capacity usage with payments to be made in installments as each phase of development is platted, with the exception of capacity reserved for Tract 1 and Tract 2, which payment shall be made at the time of construction.

Agreed Upon Schedule:

Signed & Sealed Construction Drawings: No Later Than 12/31/2026

Substantial Completion: No Later Than 12/31/2028

BACKGROUND - Exhibit



CONSULTING PROCUREMENT

Request Distributed: October 31, 2025

Project Interviews: November 18, 2025 and November 21, 2025

Kimley-Horn selected as Consultant

Scope of Contract: Given on next slide

Total Fee: \$805,680.00

Total Available Budget: \$870,000.00



SCOPE OF CONTRACT

- Task 1 – Design Management
- Task 2 – Conceptual Analysis
- Task 3 – Preliminary Engineering Report
- Task 4 – Preliminary Design
- Task 5 – Final Design
- Task 6 – Construction Contract Documents
- Task 7 – Bid Phase Services
- Task 8 – Construction Contract Administration
- Task 9 – Record Drawings Preparation
- Task 10 – Permitting
- Task 11 – Platting and Easement Preparation Services
- Task 12 – Survey, SUE, Geotech
- Special Services – Task 13 – Early Equipment Package



TIMELINE

Professional Services Agreement Approval: February 02, 2026

Notice to Proceed: February

Conceptual Analysis: 8 weeks from NTP

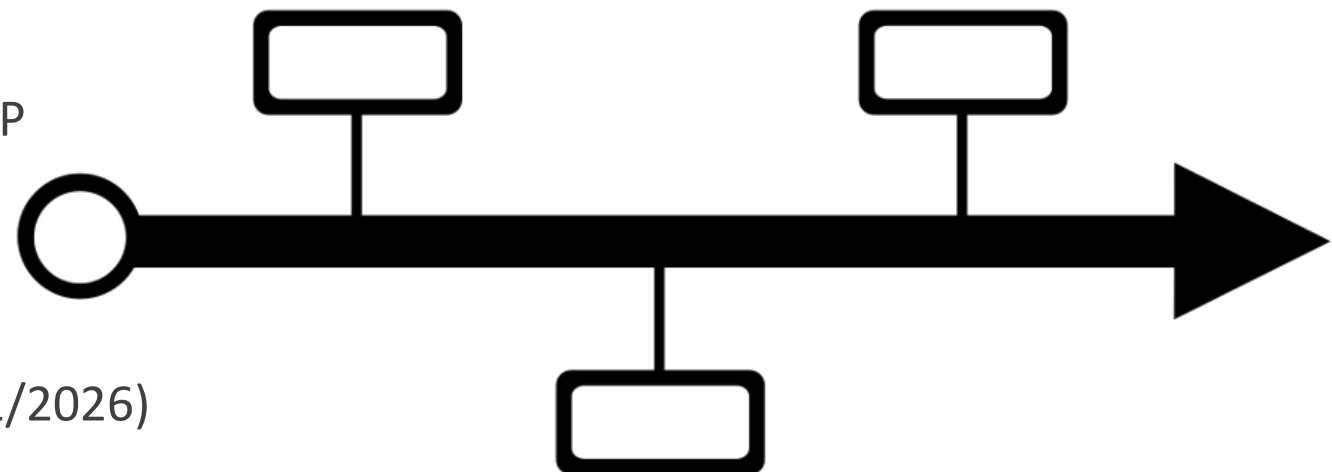
Preliminary Engineering: 8 weeks from NTP

60% Submittal: 8 weeks from NTP

90% Submittal: 10 weeks from NTP

100% Submittal: 5 weeks from NTP (12/31/2026)

Estimated Construction: Spring 2027



ACTION REQUESTED

Consider and take possible action on a professional services agreement with Kimley-Horn for the design of the Chisholm West Lift Station in the amount not to exceed \$805,680.00 (Project WW2603)

Questions/Comments

Randy Morrison, PE

Director of Capital Engineering

rmorrison@burlesontx.com

817-426-9612



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 KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

1 SCOPE OF SERVICES.

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

2 TERM.

This Agreement shall commence upon execution by the parties (the "Effective Date") and shall terminate upon completion of the work specified in **Attachment A (Scope of Services)**, and in general accordance with the Project Schedule attached hereto as **Attachment C**, 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 Eight Hundred Five Thousand Six Hundred Eighty Dollars and No Cents (\$805,680.00) in accordance with the fee schedule incorporated herein as **Attachment B**, 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.

8.3 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,

Professional Services Agreement

Page 3

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



Purchasing

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.

THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

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



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- \$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



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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

TO CONSULTANT:

Kimley-Horn and Associates, Inc.
Attn: Doug Arnold
801 Cherry Street
Suite 1300, Unit 11
Fort Worth, TX 76102

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.**



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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 Attachments A, B, and C, 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:

- (a) 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.
- (b) 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. 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.
- (c) 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 STATUTORY TITLE VI CLAUSES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- 27.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 27.2 Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in ~~Appendix~~ B of 49 CFR Part 21.

- 27.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 27.4 Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 27.5 Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancelling, terminating, or suspending a contract, in whole or in part.
- 27.6 Incorporation of Provisions: The Consultant will include the provisions of §27.1-27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 27.7 During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,
- (h) The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- (i) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (j) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (k) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

28 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.

29 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.

30 BASIC SAFEGUARDING OF CONSULTANT 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.

31 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.

32 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:

By: _____

Name: _____

Title: _____

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

Signed by:
By: Doug Arnold
D7A6C9199E604BC...

Name: Doug Arnold

Title: Contract Specialist

Date: 1/8/2026

ATTACHMENT A

Scope of Services for Engineering Design Related Services for:

CHISHOLM WEST LIFT STATION AND FORCE MAIN

The CONSULTANT will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the Chisholm West Lift Station and Force Main.

Project Understanding

CONSULTANT will provide engineering design services for the following:

- 6 MGD (2.5 MGD initial) firm capacity sanitary sewer lift station
- Approximately 10,000 linear feet of sanitary sewer force main from the lift station site to an existing 21-inch interceptor located in CR 914 to the southeast (or another location of similar distance as dictated by the City)
- Gravity sanitary sewer stub-outs to the north and south for future extensions by others to supply flow to the lift station
- Approximately 1,000 linear feet of 6-inch water line extended from an existing 6-inch JCSUD water line in CR 1016 to the lift station site

Basic Services scope of work for this project generally includes the following items:

- Lift station including wetwell and pumps, discharge piping and valve vault, flow meter vault, various equipment pads, electrical building, and odor control measures
- Force main, gravity sewer, and water line improvements
- Electrical and controls improvements including a standby generator
- Shade structure for electrical rack (it is assumed that variable frequency drives will not be utilized, a climate controlled electrical building will also not be required, and that the motor starter enclosure will be equipped with a cooling system to mitigate potential to overheat exterior equipment)
- Survey, geotechnical investigation, and subsurface utility engineering (SUE)
- Permitting services for the lift station site and proposed pipelines
- Bidding and Construction phase services for the lift station and pipelines

Special Services scope of work for this project generally includes the following items:

- Early equipment procurement packages for various long-lead items to permit the City to purchase or partially purchase items prior to completion of design

CONSULTANT's scope of services is as follows:

Basic Services

- Task 1 – Design Management
- Task 2 – Conceptual Analysis
- Task 3 – Preliminary Engineering Report (30%)
- Task 4 – Preliminary Design (60%)
- Task 5 – Final Design (90%)
- Task 6 – Construction Contract Documents
- Task 7 – Bid Phase Services
- Task 8 – Construction Contract Administration
- Task 9 – Record Drawings Preparation
- Task 10 – Permitting
- Task 11 – Platting and Easement Preparation
- Task 12 – Survey, SUE, Geotech

Special Services

- Task 13 – Early Equipment Procurement Packages

BASIC SERVICES

Task 1 DESIGN MANAGEMENT

A. Kickoff Meeting

1. Prepare for and attend kickoff meeting.
2. Prepare meeting notes and distribute to the City.

B. Data Collection

1. Receive and organize existing City record drawings, GIS shapefiles, and information related to ongoing projects for water, sanitary sewer and storm sewer pipelines and facilities at or near the proposed site.
2. Receive current water system model from City, including future demand scenarios.

C. Sub-consultant Agreement Preparation

1. Prepare and execute up to four (4) subconsultant agreements.

D. Monthly Reporting

1. Prepare and e-mail progress reports to the project team once a month (during design phase only) to be included with invoices. 12 months is assumed.
2. Prepare project schedule and provide schedule updates if the schedule changes.

E. Meetings

1. Attend up to twelve (12) progress and/or design meetings with City and stakeholders during design phase.

Task 2 CONCEPTUAL ANALYSIS

A. Conceptual Analysis Memorandum

1. Evaluate lift station locations west and east of Chisholm Trail Parkway and make recommendations on the best which meets the following criteria:
 - a. Ability to serve the entirety of the Tall Grass development without the requirement of an additional lift station
 - i. The lift station site is assumed to be near the northwest corner of the Chisholm Summit development, approximately 1,000 linear feet northwest of the CR 1016 and CR 914A intersection within the City of Burleson ETJ. An alternate location west of Chisholm Trail Parkway will be evaluated as well.
 - b. Minimize wetwell depth
2. Develop one (1) site layout for the selected site.
3. Identify considerations for the selected site
4. Develop two (2) force main alignment exhibits
5. Identify considerations for each alignment
6. Prepare an Opinion of Probable Construction Cost (OPCC) for each proposed site and pipeline alignment
 - a. *The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
7. Provide recommendations for lift station site and pipeline alignment.
8. Prepare draft technical memorandum incorporating findings of this Task.
9. Finalize technical memorandum based on City comments.

B. Assumptions

1. City will provide initial and ultimate flow requirements and the development of this design will not require further analysis of the existing and future basin.

C. Deliverables

1. Draft and Final Technical Memorandum and will be provided in .PDF format to City via e-mail for review and comment.

D. Review Meeting

1. Meet with City to receive comments on technical memorandum.

E. Site Visits

1. One (1) site visit will be performed.

Task 3 PRELIMINARY ENGINEERING REPORT

A. Preliminary Engineering Report

1. The following items will be evaluated and included in the Preliminary Engineering Report:
 - b. Report:
 - ii. Lift Station Hydraulics and System Curve Evaluation
 - iii. Flow assumptions summary
 - iv. Pump selection and pump performance diagrams
 - v. Preliminary site plan and pump station layout.
 - vi. Yard Piping – sizing for initial as well as future capacity.
 - vii. Site Lighting
 - viii. City architectural requirements and City design preferences.
 - ix. Site Landscaping Requirements
 - x. Geotechnical and Structural Considerations
 - xi. Control Narrative – operational narrative of the pumps for various conditions from initial to build-out.
 - xii. SCADA System – RTU on-site, and connection to existing SCADA system.
 - xiii. Pump motor control center and starter options (VFD's and/or soft starters).
 - xiv. Electrical service options.
 - xv. Electrical rack and site lighting requirements
 - xvi. Pump Motor Starter Requirements (soft starters assumed).
 - xvii. Generator – evaluate generator size and enclosure requirements.
 - xviii. Noise Control requirements.
 - xix. Site security requirements.
 - xx. City storm drainage detention requirements.
 - xxi. Force main and appurtenances material considerations
 - xxii. Force main alignment considerations
2. Drawings / Exhibits
 - c. The following items will be included in the PER:
 - i. Lift Station Mechanical Plan
 - ii. Lift Station Mechanical Section
 - iii. Lift Station Isometric Views
 - iv. Site Plan Layout Alternatives (up to two)
 - v. Electrical One Line Diagram
 - vi. Process Flow Diagram
 - vii. Overall Force Main Plan and Profile

B. Deliverables

1. Submit two (2) hard copies and one .PDF digital copy of Preliminary Engineering Report to City for review and comment.
 - a. Draft Submittal shall include the following:
 - i. Preliminary Engineering Report with 11"x17" Drawings
 - b. Revised Submittal shall include the following:
 - i. Preliminary Engineering Report with 11"x17" Drawings
 - c. Consultant's Opinion of Probable Construction Cost (OPCC).

C. Meetings

1. Attend one (1) meeting with City to present and review the preliminary engineering report.

D. Site Visits

1. One (1) site visit will be performed.

Task 4 PRELIMINARY DESIGN

A. Preliminary Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes Sheet
 - d. Control and Benchmarks
 - e. Proposed and Existing Easement Sheets
 - f. Overall Location and Proposed Infrastructure Map
 - g. Overall and Existing Infrastructure Sheet
 - h. Lift Station:

• Site Plan	• Yard Piping Plan
• Demolition Plan	• Yard Piping Profiles
• Grading Plan	• Mechanical Plan
• Paving Plan	• Mechanical Sections
• Pre/Post Drainage Area Map	• Electrical Sheets
	• Structural Sheets
 - i. Pipelines
 - Force Main Plan and Profile Sheets (10 assumed)
 - Water Line Plan and Profile Sheet (1 assumed)

B. Assumptions

1. Project Manual will not be required as part of this submittal

C. Deliverables

1. Preliminary Design Submittal (60%)
 - a. Submit two (2) copies to the City for review and comment and digital .PDF copy.
 - b. Submittal shall include the following:
 - i. Preliminary design drawings
 - ii. Consultant's OPCC

D. Meetings

1. One (1) meeting with City to review Preliminary Design Submittal.

E. Site Visits

1. One (1) site visit will be performed.

Task 5 FINAL DESIGN

A. Final Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report and Preliminary Design:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes Sheet
 - d. Control and Benchmarks
 - e. Proposed and Existing Easement Sheets
 - f. Overall Location and Proposed Infrastructure Map
 - g. Overall and Existing Infrastructure Sheet
 - h. Lift Station:
 - Site Plan
 - Demolition Plan
 - Grading Plan
 - Paving Plan
 - Pre/Post Drainage Area Map
 - Yard Piping Plan
 - Yard Piping Profiles
 - Mechanical Plan
 - Mechanical Sections
 - Discharge Meter Vault and Details
 - Lift Station Detail Sheets (4)
 - Paving and Jointing Details
 - Drainage Details
 - Fence and Gate Details
 - Landscaping/Irrigation Plan and Details
 - Electrical Sheets
 - Structural Sheets
 - Plumbing Sheets (vault sump pumps)
 - i. Pipelines
 - Force Main Plan and Profile Sheets (10 assumed)
 - Water Line Plan and Profile Sheet (1 assumed)
 - Sewer Details
 - Water Details
 - j. Surface Repair/Restoration Sheets
 - k. Erosion Control Plan
 - l. Erosion Control Details
 - m. Traffic Control Plans

2. Preparation of Project Manual

- a. Front End Documents including bidding and construction contract documents
- b. Technical Specification Preparation:
 - a. Division 1 – General Requirements
 - b. Division 3/4 – Structural
 - c. Division 22 – Plumbing
 - d. Division 32 – Exterior Improvements
 - e. Division 33 – Utilities
 - f. Division 40/43/46 - Process

B. Deliverables

- 1. Final Design Submittal (90%)
 - a. Submit two (2) copies to the City for review and comment and digital .PDF copy.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Consultant’s OPCC

C. Meetings

- 1. One (1) meeting with City to review Final Design Submittal.

D. Site Visits

- 1. One (1) site visit will be performed.

Task 6 CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

- 1. Incorporate City comments from final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
- 2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design. Conformance plans and specifications

B. Deliverables:

- 1. Construction Contract Documents Submittal
 - a. Submit electronic (.pdf) documents to the City for bidding.
 - b. Submittal shall include the following:
 - viii. Bid drawings
 - ix. Bid project manual
 - x. Consultant’s OPCC

Task 7 BID PHASE SERVICES

A. Bid Phase Services

1. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers, and plan rooms.
2. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to planholders (this scope of services assumes up to 3 addenda).
 - b. Responses to questions submitted by planholders (this scope of services assumes up to 50 questions).
 - c. Attend and conduct pre-bid meeting with City and planholders
 - d. Attend bid opening facilitated by City.
 - e. Evaluation of bidder qualifications.
 - f. Prepare bid tabulations.

B. Conformance Plans and Specifications

1. Prepare conformance set of plans and specifications to be used for construction contract execution based on questions and addenda from the bidding phase.
2. Provide digital copies (.PDF) to City for construction contract execution.

Task 8 CONSTRUCTION CONTRACT ADMINISTRATION

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to eighteen (18) times during construction to perform construction observation. 18 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgement.
 - c. Based on information obtained during site visits, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep City informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, CONSULTANT believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the CONSULTANT.
4. Construction Progress Meetings
 - a. Conduct monthly progress meetings with City and Contractor to assist with administration of the construction. Meetings are anticipated to be conducted on-site and in conjunction with Site Visits associated with observation of construction.
5. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
6. Change Orders
 - a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7. Shop Drawings and Samples

- a. Review up to **one hundred (100)** shop drawings, samples, and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction. This quantity assumes no more than one re-review of each shop drawing on average (**200 reviews total**).
- b. Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
- c. Log all shop drawings, samples and other submittals.

8. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

9. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work for up to **forty (40)** RFI's. CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

10. Inspections and Tests

- a. Review certificates of inspections and tests within CONSULTANT's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

11. Disagreements between City and Contractor

- a. As necessary, CONSULTANT will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, CONSULTANT will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the CONSULTANT shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the CONSULTANT with no decision having been rendered.

12. Lift Station Startup

- a. CONSULTANT will coordinate with City and Contractor regarding timing for pump and pumping system startup and commissioning and assist the Contractor with scheduling.
- b. CONSULTANT will prepare a startup plan which is only intended to provide guidance during startup of various system components.
- c. CONSULTANT will be present on-site during startup to assist with troubleshooting and provide guidance to Contractor and their vendors and City staff.
- d. This task assumes that startup and commissioning will occur over no more than two (2) calendar days.

13. Substantial Completion and Final Acceptance Walkthrough and Punchlist Preparation

- a. Attend substantial completion and final acceptance walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The CONSULTANT will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or aof any other individual entity performing or furnishing the work. CONSULTANT will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during substantial completion and final acceptance walkthrough with City and Contractor.

Task 9 RECORD DRAWINGS PREPARATION

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The CONSULTANT will not observe on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. PDF electronic copy

Task 10 PERMITTING

A. TCEQ Permitting

1. Prepare and submit TCEQ technical review submittal in accordance with Texas Administrative Code Title 30, Part 1, Chapter 217, Subchapter A.
 - a. CONSULTANT will coordinate with TCEQ staff to obtain approval of the pump station designs.
 - b. CONSULTANT will revise design documents as required by technical review comments.

B. Commercial Site Plan

1. Prepare Commercial Site Plan application and incorporate the following items from the design drawings in accordance with City of Burleson Planning Department requirements:
 - a. Dimensioned Site Plan Layout
 - b. Preliminary Utility Plan
 - c. Preliminary Drainage/Grading Plan
 - d. Building Elevations
 - e. Landscape Plan
2. Up to two (2) revisions of prepared exhibits are anticipated.

C. Aquatic Resources Delineation

1. Delineation will be performed in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement (Great Plains Region) as detailed below:
 - a. Locate readily available resource documents and perform a desktop review of site conditions.
 - b. Perform one site visit to evaluate the existence and approximate locations of aquatic resources on the site.
 - c. Prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit. Appropriate feature data, locations, and extents will be collected with a GPS with sub-meter accuracy as required by the USACE. This scope of work does not include flagging.
 - d. Prepare a report for the project documenting the results of the aquatic resources delineation performed onsite providing recommendations pertaining to compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

2. Official authority to make a determination defining applicable jurisdictional limits rests with the EPA; however, authority has been delegated to the USACE. Jurisdictional determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The aquatic resources delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.

D. Oncor Encroachment Agreements

1. Coordination meeting with Oncor staff on proposed utility crossings of Oncor easements
2. Create up to three (3) exhibits prepared for utility crossings of Oncor transmission line easements
3. Assumed two (2) rounds of comments
4. Coordinate up to three (3) encroachment agreements

E. Drainage Study

1. Prepare a runoff timing study demonstrating that the proposed pump station site does not increase peak runoff.
 - a. Unit hydrograph hydrologic modeling software (HEC-HMS) will be utilized to evaluate peak flows at the site's outfalls.
 - b. Delineate contributing drainage areas from publicly available topographic data and survey data where available.
 - c. Calculate hydrologic parameters per City criteria.
2. Prepare a flood study demonstrating that the proposed lift station site development causes no adverse impact to the floodplain.
 - a. Hydraulic impacts will be evaluated from the proposed development in 100-yr conditions.
3. Prepare technical memorandum explaining timing and flood study methodology and results.
4. Deliverables:
 - a. Technical Memorandum
 - b. Hydraulic and Hydrologic workmaps
 - c. Digital files (HEC-HMS and HEC-RAS modeling).

F. Assumptions

1. Proposed lift station site will not require modification or reclamation of existing floodplain, nor preparation of associated LOMR/CLOMR and/or LOMR-F documentation or associated FEMA coordination.
2. The project will not trigger a USACE Section 404 Nationwide Permit, and will not require USACE coordination or preparation of associated documentation for this type of permit.
3. The project will not require the performance of a cultural resources survey by a registered archeologist.

Task 11 PLATTING AND EASEMENT PREPARATION SERVICES

A. Easement Preparation

1. Upon receiving approval of proposed pump station site and offsite piping alignments, CONSULTANT will prepare up to four (4) permanent water line easements and four (4) temporary construction easements.
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

B. Platting Services

1. Preparation of preliminary and final plat and/or replat exhibits
2. Up to two (2) revisions of prepared exhibits
3. The City will be responsible for administration of platting/replatting the new pump station site. CONSULTANT will only prepare exhibits as described above.

C. Deliverables

1. Two (2) mylar copies of final plat/replat and digital (.PDF) format.

Task 12 SURVEY, SUE, GEOTECH

A. Data Collection

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Burleson to locate and mark existing franchise and public utilities prior to performing the field survey.

B. Design Survey

2. The limits of the survey shall be approximately one half acre for the selected Chisholm West Lift Station site, and approximately two (2) miles of 100-foot wide area for the selected force main alignment.
3. Establish up to two (2) horizontal control points based on the City of Burleson Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
4. Establish a vertical control benchmark circuit tied to the City of Burleson benchmark system, specific for this project.
5. Perform a field survey to identify and locate all existing topographic elements within the site including, but not limited to, the following:
 - a. Property pins
 - b. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - c. Driveways
 - d. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - e. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - f. Signs (excluding temporary signs)
 - g. Trees, 6-inch caliper and up
 - h. Fence limits and material types
 - i. Other applicable physical features that could impact design:
 - i. Field ties to the existing edge of pavement on CR 1016.
 - ii. Field sketches of utility manholes and structures.
 - j. Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

C. Geotechnical Engineering

1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
 - a. Subsurface exploration including ten (10) sample bores (one for the lift station site, and nine for the force main) drilled to between 15 feet (for the pipeline) and 35 feet (for the lift station) depending upon depth to un-weathered shale or limestone.
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:
 - i. Soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pump station, transformer and generator pads, and vault foundation types, depth, allowable loading and backfill requirements
 - iv. Foundation construction requirements
 - v. Recommended lateral pressures for the design of below grade walls
 - vi. Evaluation of the subgrade soils
 - vii. Recommendations for yard piping installation, including bedding and backfill
 - viii. Recommendations for earthwork.
2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

D. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection points, and potential crossing utilities. The Level A investigation shall consist of performing up to nine (9) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.

SPECIAL SERVICES

Task 13 EARLY EQUIPMENT PROCUREMENT PACKAGE

Upon approval of the preliminary design package (60%), CONSULTANT will assist the City with early procurement of various long-lead pieces of equipment to mitigate schedule impact as follows:

A. Bid Package Development

1. Coordination with City Purchasing.
2. Preparation of custom front-end bidding and Contract Documents to provide partial payment for equipment which will be stored at vendor's facilities at the City's cost. Contract will be developed such that the Contractor will pay remaining costs for equipment and that City will not ever have equipment in their possession but will only pay for storage of equipment.
3. Preparation of final technical specifications for inclusion in up to four (4) separate equipment bid packages:
 - a. Submersible Pumps
 - b. Standby Generator Set
 - c. Automatic Transfer Switch
 - d. Pump Starters (RVSS or VFD)

B. Bid Support

1. Provide bid documents to the City for upload onto Bonfire.
2. Assist with the preparation of relevant addenda during the advertisement period.
3. Attend the prebid conference in support of the City.
4. Assist the City in determining the qualifications and acceptability of prospective suppliers.
5. Attend the bid opening in support of the City.
6. Incorporate all addenda into the contract documents and issue conformed sets.

C. Procurement Support

1. Shop drawing, samples, and other submittals review
 - a. Review shop drawings, samples and other submittals submitted by the supplier for general conformance with the design concepts and general compliance with the requirements of the equipment procurement contracts.
 - b. Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
 - c. Log all shop drawings, samples and other submittals.

2. Substitutions

- a. Evaluate and determine the acceptability of substitute or "or-equal" materials proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of the state or the CITY.

3. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents, CONSULTANT will respond to reasonable and appropriate supplier requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate Any orders authorizing variations from the Contract Documents will be made by CITY.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the City's written request. Any additional amounts paid to CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Resident Project Representative (RPR) services during construction
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Requests for Information (RFI) during construction
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services related to appraising, negotiating, and acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Architectural improvements including design of an electrical building
- Any services not listed in the Scope of Services

ATTACHMENT B

Compensation for Engineering Design Related Services for:

CHISHOLM WEST LIFT STATION AND FORCE MAIN

Total compensation for the CONSULTANT contemplated under the terms of this agreement **shall be a total not-to-exceed \$805,680** for all services including reimbursable expenses. The CITY shall compensate the CONSULTANT as follows.

For all Basic Services (Tasks 1-12) the total compensation shall be on a lump sum basis and not to exceed **\$768,190**.

For all Special Services (Task 13) the total compensation shall be on a lump sum basis and not to exceed **\$37,490**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

BASIC SERVICES

• Task 1 – Design Management	\$ 27,800
• Task 2 – Conceptual Analysis	\$ 27,460
• Task 3 – Preliminary Engineering Report (30%)	\$ 45,700
• Task 4 – Preliminary Design (60%)	\$132,980
• Task 5 – Final Design (90%)	\$151,060
• Task 6 – Construction Contract Documents	\$ 22,880
• Task 7 – Bid Phase Services	\$ 27,580
• Task 8 – Construction Contract Administration	\$166,100
• Task 9 – Record Drawings Preparation	\$ 10,420
• Task 10 – Permitting	\$ 35,650
• Task 11 – Platting and Easement Separation	\$ 24,660
• Task 12 – Survey, SUE, and Geotech	<u>\$ 95,900</u>

Basic Services Total \$ 768,190

SPECIAL SERVICES

• Task 13 – Early Equipment Procurement Packages	<u>\$ 37,490</u>
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Special Services Total \$ 37,490

Lump sum fees (LS) will be invoiced monthly based upon the overall percentage of services performed. Hourly fees (HR) will be invoiced based on actual effort required and CONSULTANT's then current rate schedule.

CONSULTANT will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Basic Services												\$ 768,190
Task 1: Design Management						103	\$ 23,400	\$ 4,000	\$ 400	\$ -	\$ -	\$ 27,800
Kickoff Meeting							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare for Kickoff Meeting							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attend Kickoff Meeting	2	2	2	2		8	\$ 2,240	\$ -	\$ -	\$ -	\$ -	\$ 2,240
Kickoff Meeting Notes			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Prepare Baseline Schedule		1	4			5	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ 1,300
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Agreements							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Geotech (CMJ)			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Survey (YPA)			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
SUE (YRM)			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Reporting							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Invoicing			6		12	18	\$ 3,240	\$ -	\$ -	\$ -	\$ -	\$ 3,240
Status/Schedule Updates			12			12	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 2,880
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meetings w/ City and Stakeholders and Notes (12)		12	12	24		48	\$ 11,280	\$ -	\$ -	\$ -	\$ -	\$ 11,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Expenses							\$ -	\$ 4,000	\$ 400	\$ -	\$ -	\$ 4,400
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2: Conceptual Analysis						114	\$ 27,460	\$ -	\$ -	\$ -	\$ -	\$ 27,460
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flow Determination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Use Flow Projections from City		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Basin Exhibit		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Conceptual Analysis Memorandum	2					2	\$ 720	\$ -	\$ -	\$ -	\$ -	\$ 720
Site Selection and depth determinations (2 locations)		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Site Selection Considerations		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Site Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Offsite Piping (2 alignments)		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Offsite Piping Considerations		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
OPCC		2	4	4		10	\$ 2,360	\$ -	\$ -	\$ -	\$ -	\$ 2,360
Recommendations		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submittal			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meet with Client		2	2	2		6	\$ 1,520	\$ -	\$ -	\$ -	\$ -	\$ 1,520
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Report Revisions / Finalization		2	4	4		10	\$ 2,360	\$ -	\$ -	\$ -	\$ -	\$ 2,360
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Task 3: Preliminary Engineering Report (30%)						191	\$ 45,700	\$ -	\$ -	\$ -	\$ -	\$ 45,700
Report							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lift Station							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Curve Evaluation		2	4	6		12	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
Flow Assumptions Summary		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Pump Selection and Pump Curves		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
Yard Piping		1	2	2		5	\$ 1,180	\$ -	\$ -	\$ -	\$ -	\$ 1,180
Site Lighting		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Landscaping Requirements		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Geotechnical and Structural Considerations		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Electrical Loading and Service		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Control Narrative		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Generator		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Force Main and Gravity Pipeline							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pipeline Aligement and Material Considerations		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drawings							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lift Station Model		5	10	20		35	\$ 7,700	\$ -	\$ -	\$ -	\$ -	\$ 7,700
Updated Site Plan		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Electrical One Line Diagram		1	2	6		9	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ 1,900
Process Flow Diagram		1	2	6		9	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ 1,900
Overall Pipeline Plan and Profiles		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPCC		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QA/QC	4					4	\$ 1,440	\$ -	\$ -	\$ -	\$ -	\$ 1,440
Revisions			4	8		12	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ 2,400
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submit to Client		2				2	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ 680
Meet with Client		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main											Basic Services:	\$ 768,190
12/19/2025											Special Services	\$ 37,490
Detailed Cost Breakdown											Total:	\$ 805,680
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Task 4: Preliminary Design (60%)						605	\$ 132,980	\$ -	\$ -	\$ -	\$ -	\$ 132,980
Team Coordination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Electrical		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Survey Cleanup			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Preliminary Design Drawings							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cover			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Sheet Index and General Notes			2	2		4	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ 840
Control and Benchmarks			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Proposed Easement Layout		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Existing Easements		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Overall Location and Proposed Map			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Overall Existing Infrastructure Sheet			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Lift Station							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Plan		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Demo Plan		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Grading Plan		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Paving Plan			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Pre/Post Drainage Area Map		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Yard Piping Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Yard Piping Profiles		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Mechanical Plan		4	8	12		24	\$ 5,440	\$ -	\$ -	\$ -	\$ -	\$ 5,440
Mechanical Sections		4	8	12		24	\$ 5,440	\$ -	\$ -	\$ -	\$ -	\$ 5,440
Electrical Sheets		8	30	40		78	\$ 17,120	\$ -	\$ -	\$ -	\$ -	\$ 17,120
Structural Sheets		10	20	80		110	\$ 22,600	\$ -	\$ -	\$ -	\$ -	\$ 22,600
Pipelines							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Force Main P&P (10)		20	40	80		140	\$ 30,800	\$ -	\$ -	\$ -	\$ -	\$ 30,800
Water Line P&P (1)		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quantities & OPCC		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QA/QC	8					8	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 2,880
Revisions		1	6	12		19	\$ 3,940	\$ -	\$ -	\$ -	\$ -	\$ 3,940
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submit to Client		2				2	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ 680
Meet with Client		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Task 5: Final Design (90%)						681	\$ 151,060	\$ -	\$ -	\$ -	\$ -	\$ 151,060
Team Coordination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural Coordination		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Electrical Coordination		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Civil Plan Sheet Preparation							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cover			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Sheet Index and General Notes			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Control and Benchmarks			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Proposed Easement Layout			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Existing Easements			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Overall Location and Proposed Map			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Overall Existing Infrastructure Sheet			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Lift Station							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Demo Plan			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Grading Plan		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Paving Plan			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Pre/Post Drainage Area Map		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Yard Piping Plan		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Yard Piping Profiles		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Mechanical Plan		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Mechanical Sections		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Discharge Meter Vault and Details		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Lift Station Detail Sheets (4)		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Paving and Jointing Details		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Drainage Details		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Fence and Gate Details		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Landscaping/Irrigation Plans & Details		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Electrical Sheets		5	40	80		125	\$ 25,700	\$ -	\$ -	\$ -	\$ -	\$ 25,700
Structural Sheets		10	20	60		90	\$ 19,000	\$ -	\$ -	\$ -	\$ -	\$ 19,000
Plumbing Sheets		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Pipelines							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Force Main P&P (10)		15	30	60		105	\$ 23,100	\$ -	\$ -	\$ -	\$ -	\$ 23,100
Water Line P&P (1)		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Sewer Details (4)		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Water Details (4)		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Surface Control Sheets		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Erosion Control Plan (2)		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Erosion Control Details (2)			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Traffic Control Plans (4)		2	4	12		18	\$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ 3,800
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Project Manual							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Front End Documents		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
Tech Specs							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 1 - General Requirements		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Division 3/4 - Structural		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 22/23 - Plumbing/HVAC		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 31 - Earthwork		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 32 - Exterior Improvements		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 33 - Utilities		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 40/43/26 - Process		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quantities & OPCC		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QA/QC	8					8	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 2,880
Revisions		1	6	12		19	\$ 3,940	\$ -	\$ -	\$ -	\$ -	\$ 3,940
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submit to Client		2				2	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ 680
Meet with Client		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6: Construction Contract Documents						105	\$ 22,880	\$ -	\$ -	\$ -	\$ -	\$ 22,880
Construction Documents							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drawing Revisions		10	20	60		90	\$ 19,000	\$ -	\$ -	\$ -	\$ -	\$ 19,000
Project Manual Revisions		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Provide to City			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7: Bid Phase Services						118	\$ 27,580	\$ -	\$ -	\$ -	\$ -	\$ 27,580
Address RFI (up to 50 questions)		6	24	12		42	\$ 9,960	\$ -	\$ -	\$ -	\$ -	\$ 9,960
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Issue Addenda (up to 3)		6	18	18		42	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ 9,600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare for and Attend Prebid		2	6	4		12	\$ 2,840	\$ -	\$ -	\$ -	\$ -	\$ 2,840
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attend Bid Opening		1	1	1		3	\$ 760	\$ -	\$ -	\$ -	\$ -	\$ 760
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare Bid Tabulation			1		2	3	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ 540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evaluate Quals		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare Conformance Plans and Specs		2	4	6		12	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Task 8: Construction Phase Services						688	\$ 166,100	\$ -	\$ -	\$ -	\$ -	\$ 166,100
Prepare for and Attend Precon Coordination Meetings		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
(1/mo for 18 mo = 18 visits)		24	36	36		96	\$ 23,280	\$ -	\$ -	\$ -	\$ -	\$ 23,280
Meeting Notes			18	18		36	\$ 7,560	\$ -	\$ -	\$ -	\$ -	\$ 7,560
Shop Drawings							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submittals (100)		50	150	50		250	\$ 62,000	\$ -	\$ -	\$ -	\$ -	\$ 62,000
Team Coordination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural		4	10	20		34	\$ 7,360	\$ -	\$ -	\$ -	\$ -	\$ 7,360
Electrical		4	10	20		34	\$ 7,360	\$ -	\$ -	\$ -	\$ -	\$ 7,360
Plan/Spec Interpretation - RFIs 40		20	80	40		140	\$ 33,200	\$ -	\$ -	\$ -	\$ -	\$ 33,200
Lift Station Startup							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coordination		3	3			6	\$ 1,740	\$ -	\$ -	\$ -	\$ -	\$ 1,740
Startup Plan Preparation		4	4			8	\$ 2,320	\$ -	\$ -	\$ -	\$ -	\$ 2,320
Startup and Commissioning (2 days)		16	16	16		48	\$ 12,160	\$ -	\$ -	\$ -	\$ -	\$ 12,160
Substantial Completion Walkthrough		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
Final Acceptance Walkthrough		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
Task 9: Record Drawings Preparation						47	\$ 10,420	\$ -	\$ -	\$ -	\$ -	\$ 10,420
Review Contractor Redlines		2	4	6		12	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
Revisions		5	10	20		35	\$ 7,700	\$ -	\$ -	\$ -	\$ -	\$ 7,700
Task 10: Permitting						150	\$ 34,000	\$ -	\$ -	\$ 1,500	\$ 150	\$ 35,650
Commercial Site Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ 500	\$ 50	\$ 3,630
Revisions		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Aquatic Resources Delineation		4	12	12		28	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 6,400
Oncor Encroachment Agreements (3)							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Preparation		4	12	12		28	\$ 6,400	\$ -	\$ -	\$ 500	\$ 50	\$ 550
Revisions		2	4	4		10	\$ 2,360	\$ -	\$ -	\$ -	\$ -	\$ 2,360
Chapter 217 Submittal							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Preparation		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Revisions		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Flood Study							\$ -	\$ -	\$ -	\$ 500	\$ 50	\$ 550
Preparation		4	12	12		28	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 6,400
Revisions		2	6	6		14	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ 3,200
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Task 11: Platting and Easement Preparation						107	\$ 24,660	\$ -	\$ -	\$ -	\$ -	\$ 24,660
Plat Preparation							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Document Preparation		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
City Coordination		8				8	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
Revisions		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Easement Preparation							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permanent Easements (4)		4	12	16		32	\$ 7,120	\$ -	\$ -	\$ -	\$ -	\$ 7,120
Temporary Easements (4)		4	12	16		32	\$ 7,120	\$ -	\$ -	\$ -	\$ -	\$ 7,120
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12: Survey, SUE, Geotech						76	\$ 17,800	\$ -	\$ -	\$ 71,000	\$ 7,100	\$ 95,900
Topographic Survey (0.5 AC & 10,000 LF)							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Work & Coordination		2	2			4	\$ 1,160	\$ -	\$ -	\$ 33,000	\$ 3,300	\$ 37,460
Office Work		10	20	30		60	\$ 13,600	\$ -	\$ -	\$ -	\$ -	\$ 13,600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUE Sub Coordination		2	2	2		6	\$ 1,520	\$ -	\$ -	\$ -	\$ -	\$ 1,520
Level A Test Holes (9)							\$ -	\$ -	\$ -	\$ 16,000	\$ 1,600	\$ 17,600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Geotechnical Sub Coordination		2	2	2		6	\$ 1,520	\$ -	\$ -	\$ 22,000	\$ 2,200	\$ 25,720
Lift Station Borings (1 @ 35')							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pipeline Borings (9 @ 15')							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Services Totals:	24	481	1,098	1,368	14	2,985	\$ 684,040	\$ 4,000	\$ 400	\$ 72,500	\$ 7,250	\$ 768,190

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main						Basic Services:		\$ 768,190				
12/19/2025						Special Services:		\$ 37,490				
Detailed Cost Breakdown						Total:		\$ 805,680				
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Special Services												\$ 37,490
Task 13: Early Equipment Procurement Packages						132	\$ 37,490	\$ -	\$ -	\$ -	\$ -	\$ 37,490
Bid Package Development							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchasing Coordination		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Develop Front Ends for Partial Payment		4	4			8	\$ 2,320	\$ -	\$ -	\$ -	\$ -	\$ 2,320
100% Technical Specifications:							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submersible Pumps		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Standby Generator Set		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Automatic Transfer Switch		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Pump Starters (RVSS)		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bid Support							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare for Bonfire Upload		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Answer Bidder Questions		12	12			24	\$ 6,960	\$ -	\$ -	\$ -	\$ -	\$ 6,960
Issue Addenda		12	12			24	\$ 6,960	\$ -	\$ -	\$ -	\$ -	\$ 6,960
Prepare Agenda for Pre-bid Meeting		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Attend Pre-Bid Meeting		1	1			2	\$ 580	\$ -	\$ -	\$ -	\$ -	\$ 580
Prepare Bid Tabulation			1		1	2	\$ 390	\$ -	\$ -	\$ -	\$ -	\$ 390
Prepare Conformance Specs		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Procurement Support							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchasing Coordination		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Vendor Coordination		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
Shop Drawing Review:							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submersible Pumps		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Standby Generator Set		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Automatic Transfer Switch		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Pump Starters (RVSS or VFD)		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services Totals:		59	72		1	132	\$ 37,490	\$ -	\$ -	\$ -	\$ -	\$ 37,490
Basic and Special Services Totals:	24	540	1,170	1,368	15	3,117	\$ 721,530	\$ 4,000	\$ 400	\$ 72,500	\$ 7,250	\$ 805,680

ATTACHMENT C

Chisholm West Lift Station (WW2603)

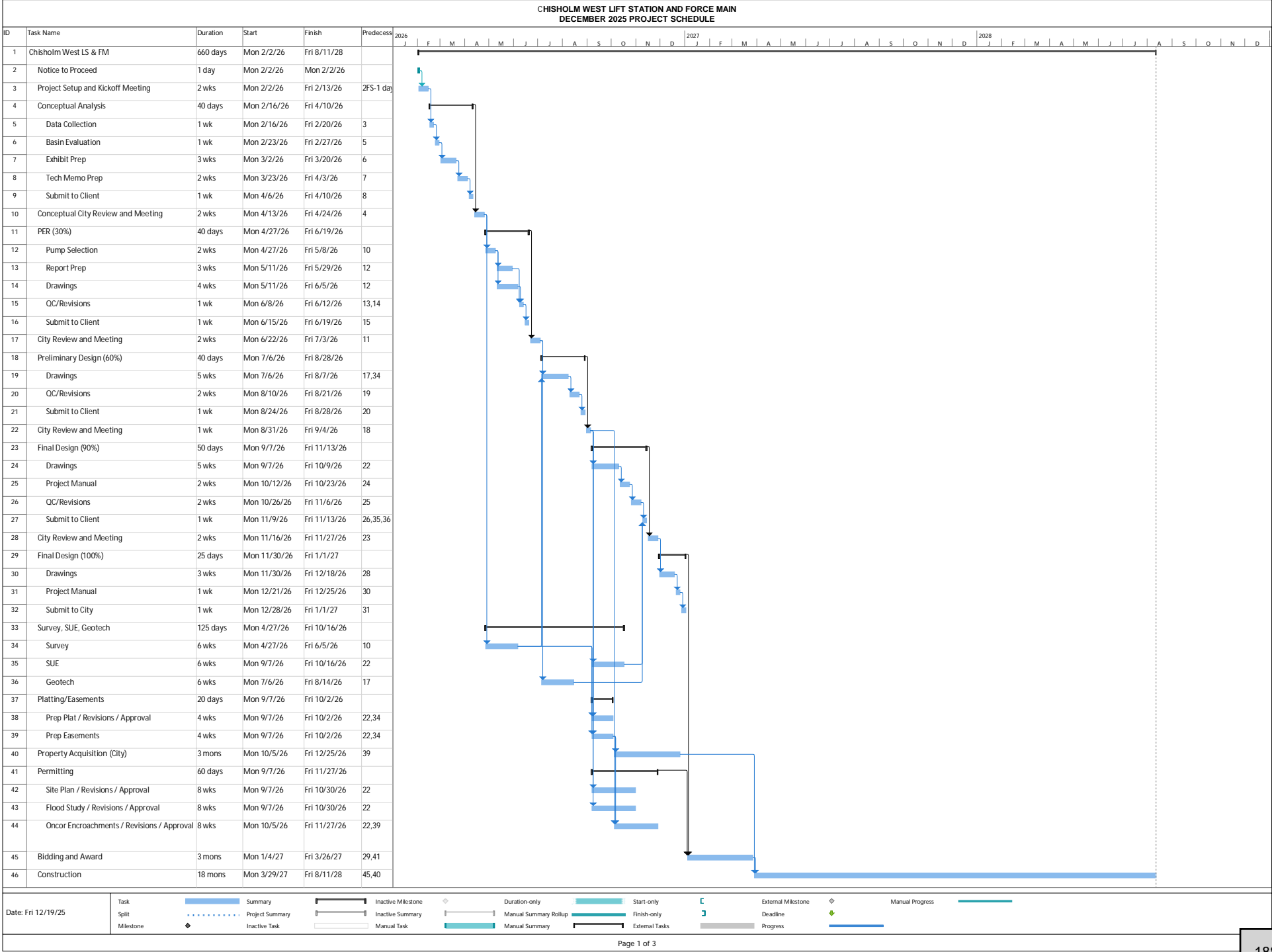
Anticipated Schedule

- Conceptual Analysis – Completion within 8 weeks from NTP*
- Preliminary Engineering Report (30%) – Completion within 8 weeks from NTP*
- Preliminary Design (60%) – Completion within 8 weeks of NTP*
- Final Design (90%) – Completion within 10 weeks of NTP*
- Final Design (100%) – Completion within 5 weeks of NTP*

*NTP's will be provided to the Consulting Firm at each project milestone.\

See attached Gantt Chart for overall scheduling, assuming:

1. An overall project NTP by 2/2/2026
2. City review and review meeting within two weeks of submittal for each milestone
3. Permitting timeline as shown on the Gantt Chart




City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: February 2, 2026

SUBJECT:

Consider and take possible action on a professional services agreement with Kemp Golf Course Design in the amount of \$103,000 for a master plan of Hidden Creek Golf Course.
(Staff Contact: Jen Basham, Director of Parks and Recreation)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Great Place to Live Through Expanded Quality of Life Amenities</p>	4.1.2 5 Year Capital Plan Implementation

SUMMARY:

In accordance with City Council direction to evaluate and plan for the long-term sustainability and improvement of Hidden Creek Golf Course, staff is recommending execution of a comprehensive Master Plan contract with Kemp Golf Course Design to guide course improvements, prioritization of capital needs, clubhouse concept evaluation, irrigation audit recommendations, and operational/financial performance strategy.

This work will produce actionable recommendations and planning-level cost estimates that will support future Council decisions related to golf course reinvestment, operational strategies, and phased implementation. The Master Plan is expected to be completed within 120 days of execution.

SCOPE OF SERVICES

Kemp Golf Course Design will serve as the prime consultant and will provide professional services organized into seven tasks, including management of key subconsultants:

The Hidden Creek Golf Course fenceline replacement is included in the 2026 Parks and Recreation CIP. During the bid process, pricing exceeded available budget allocation, and staff recommended rejection to allow reevaluation of scope/materials. Consistent with Council direction to prioritize master planning for Hidden Creek Golf Course, staff recommends reallocating a portion of the 2026 CIP fenceline replacement funds to implement the Master Plan effort.

Task I – Project Program / Golf Course Analysis

- *Confirm scope, goals, budgets, and issues to be addressed*
- *On-site evaluation of course conditions (greens, tees, fairways, bunkers, circulation, safety, etc.)*
- *Base plan development for design exploration*

Task II – Golf Course Design (Conceptual)

- *Preliminary design concepts addressing playability, pace of play, drainage, safety, maintainability*
- *Alternative routing and design studies*
- *Preliminary phasing and planning-level cost evaluation*

Task III – Operations & Financial Analysis (Subconsultant: JJ Keegan+)

- *Market analysis*
- *Weather / playable days evaluation*
- *Technology assessment (tee sheet/POS/marketing integration)*
- *Yield management, key metrics, financial modeling and valuation*
- *Facilities & maintenance review*
- *Operational review (staffing, customer experience, marketing, F&B)*
- *Customer loyalty survey*

Task IV – Conceptual Clubhouse Design (Subconsultant: CDA Design)

- *Conceptual floor plan (renovation or new clubhouse)*
- *On-course restroom recommendations*
- *Preliminary cost estimates*

Task V – Conceptual Drainage Study (Freese and Nichols, Inc.)

- *On-site kickoff meeting and drainage issue review*
- *Identify up to 15 priority drainage projects*
- *Conceptual solutions and order-of-magnitude cost estimates*
- *Technical memorandum and review meeting*

- One round of comment response

Task VI – Irrigation System Audit (Subconsultant: Larry Rodgers)

- Inventory of system equipment and pump station performance
- Recommendations and irrigation audit report

Task VII – Master Plan Document

- Final master plan rendering and comprehensive written report
- Hole-by-hole narrative
- Clubhouse concept + drainage + irrigation recommendations integrated
- Opinion of probable costs and phasing strategy
- One public presentation/workshop (e.g., Park Board or Council)

<i>Task</i>	<i>Description</i>	<i>Amount</i>
<i>Task I</i>	<i>Project Program / Golf Course Analysis</i>	<i>\$5,000</i>
<i>Task II</i>	<i>Golf Course Design</i>	<i>\$10,000</i>
<i>Task III</i>	<i>Operations & Financial Analysis (JJ Keegan+)</i>	<i>\$24,500</i>
<i>Task IV</i>	<i>Conceptual Clubhouse Design (CDA Design)</i>	<i>\$20,000</i>
<i>Task V</i>	<i>Conceptual Drainage Study</i>	<i>\$23,500</i>
<i>Task VI</i>	<i>Irrigation Audit (Larry Rodgers)</i>	<i>\$5,000</i>
<i>Task VII</i>	<i>Master Plan Document</i>	<i>\$10,000</i>
	<i>Total Lump Sum Fee</i>	<i>\$98,000</i>
	<i>Reimbursable Expenses (NTE)</i>	<i>\$5,000</i>
	<i>Kemp Contract Total (NTE)</i>	<i>\$103,000</i>

RECOMMENDATION:

Staff recommends approval as presented.

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

Council requested the Master Plan be added during the FY 26 Budget process.

REFERENCE: N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$103,000

Account Number(s):

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

Fund:
Account Description:
Procurement Method: Professional Service

STAFF CONTACT:

Jen Basham, CPRE

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



Hidden Creek Golf Course Master Plan & Fence Replacement Bids

PRESENTED TO THE CITY COUNCIL – FEBRUARY 2, 2026

JEN BASHAM, DIRECTOR OF PARKS AND RECREATION



MASTER PLAN

Purpose:

- Request Council approval of professional services agreements to complete a comprehensive master plan for Hidden Creek Golf Course
- Establish a clear, phased strategy for reinvestment and long-term sustainability
- Provide Council with operational, financial, and capital planning data to guide future decisions
- Funding to be accomplished through CIP allocation for Golf Course Improvements identified in the 2026 CIP - \$262,500



History:

2026 CIP included a Hidden Creek Golf Course fence replacement project (IH-35 corridor) - \$262,500

During Fall 2025 discussions, Council requested that staff pursue a master plan effort for Hidden Creek Golf Course

Bid environment and expanded needs created a strategic opportunity to re-evaluate fence project while refining the scope for a master plan



Scope:

A complete Hidden Creek Golf Course Master Plan document

Public Engagement

Course improvement recommendations (playability, pace, safety, drainage, maintenance)

Operational and financial performance strategy + market positioning

Conceptual clubhouse planning (renovation/new concept)

Drainage project identification with conceptual solutions and cost estimates

Irrigation audit and prioritized recommendations

Phasing strategy + opinion of probable costs

Presentation to City leadership / boards



Consulting Team

Prime Consultant: Kemp Golf Course Design
Subconsultants (through Kemp):

JJ Keegan+ — Operations & Financial Analysis

CDA Design — Conceptual Clubhouse Design

Larry Rodgers — Irrigation System Audit

Freese and Nichols, Inc. — Drainage assessment
& conceptual drainage project development

Example Projects:

Madowbrook Golf Course-Ft Worth,TX

The Courses at Hogan Park-Midland, TX

Champions Golf Club-Houston, TX

Crown Colony Country Club-Lufkin, TX

Rankin Golf Course-Rankin, TX

Texas Rangers Golf Club-Arlington, TX

Squaw Creek Golf Course-Willow Park, TX



Cost Summary:

Task	Description	Amount
Task I	Project Program / Golf Course Analysis	\$5,000
Task II	Golf Course Design	\$10,000
Task III	Operations & Financial Analysis (JJ Keegan+)	\$24,500
Task IV	Conceptual Clubhouse Design (CDA Design)	\$20,000
Task V	Conceptual Drainage Study	\$23,500
Task VI	Irrigation Audit (Larry Rodgers)	\$5,000
Task VII	Master Plan Document	\$10,000
	Total Lump Sum Fee	\$98,000
	Reimbursable Expenses (NTE)	\$5,000
	Kemp Contract Total (NTE)	\$103,000



Fence Replacement

Fence Replacement

- The replacement of the fenceline along I-35 is an approved project in the 2026 Parks and Recreation CIP
- The replacement consists of approximately 1 mile of fenceline to be replaced with a wrought iron fence
- Budget: \$262,500
- Original Cost Estimate: \$150,000 for 5,280 linear ft of basic wrought iron 5' fence.
- In fall 2025, City Council asked staff to review the funding previously identified for fence replacement and determine whether it could also support development of a master plan, in addition to/in lieu of the fenceline project.



Bid Summary



Bid Opening Date: Nov 16, 2025
Bid Closing Date: December 18, 2026
Total Bids Received: 21

- Submitted Bids (Lowest to Highest):
 - Low Bid: \$305,432.00
 - High Bid: \$1,467,500.00

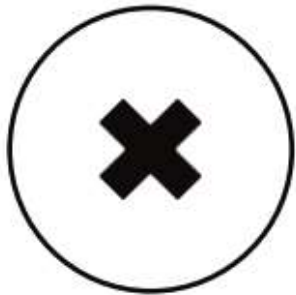
During the design process additional design elements and a higher level of materials was requested to address a section of fence that is in the flood plain and would be required to breakaway.

Due to the request to also include the master plan as part of the CIP for this year staff is requesting to reject the bids and refine the material selection to better align the project and ensure funding availability for the Master Plan

OPTIONS



Approve Professional Services
Agreement with Kemp Golf
Course Design in the amount of
\$103,000



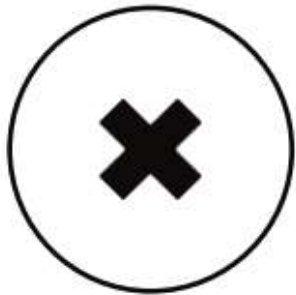
Deny



OPTIONS



Approve resolution rejecting
bids for (ITB 2026-004) for the
replacement of the fenceline at
Hidden Creek Golf Course



Deny



Questions / Comments

Jen Basham

Parks and Recreation

jbasham@burlesontx.com

817.426.9201



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 KEMP GOLF COURSE DESIGN ("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 ONE HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$103,000.00) 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.



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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.

8.3 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,

Professional Services Agreement

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



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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.

THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

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

Professional Services Agreement

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- \$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 provided under the contractual agreement or for the warranty period, whichever 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



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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

TO CONSULTANT:

KEMP GOLF COURSE DESIGN
TREY KEMP, ASGCA
1513 CEDAR HILL AVE
DALLAS, TX 75208

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



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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:

- (a) 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.
- (b) 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. 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.
- (c) 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 STATUTORY TITLE VI CLAUSES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- 27.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 27.2 Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.



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The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- 27.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 27.4 Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 27.5 Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancelling, terminating, or suspending a contract, in whole or in part.
- 27.6 Incorporation of Provisions: The Consultant will include the provisions of §27.1-27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 27.7 During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.



Purchasing

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,
- (h) The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- (i) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- (j) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (k) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

28 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.

29 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.

30 BASIC SAFEGUARDING OF CONSULTANT 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.

31 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.

32 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.



SIGNATURE PAGE

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

CITY OF BURLESON:

By: _____
Name: _____
Title: _____
Date: _____

KEMP GOLF COURSE DESIGN:

DocuSigned by:
By: Trey Kemp
47D375F6665A417...
Name: Trey Kemp
Title: Owner
Date: 1/22/2026

ATTACHMENT A**GOLF COURSE MASTER PLAN AGREEMENT****HIDDEN CREEK GOLF COURSE****Burleson, Texas****November 12, 2025**

Kemp Golf Course Design ("Consultant") is pleased to submit this agreement to the City of Burleson ("Client") for providing professional services for the Master Plan at Hidden Creek Golf Course located at 555 E. Pkwy., Burleson, Texas 76028.

SCOPE OF SERVICES

The Consultant will provide the services specifically set forth below.

TASK I – PROJECT PROGRAM/GOLF COURSE ANALYSIS

The purpose of the Project Program is to document the scope, goals, and objectives of the Master Plan for Hidden Creek Golf Course. The Project Program will establish the framework from which Master Plan recommendations will evolve. The Golf Course Analysis documents "existing conditions" and allows the Consultant to become familiar with the golf course, its history, and operations.

1) Project Program

- a. The Consultant will meet with the Client and Course representatives to confirm the project's scope, purpose, goals, objectives, preliminary budgets, and issues to be addressed in the proposed Master Plan.
- b. A "mission statement" will be formulated by the course and will be utilized to guide the scope of proposed improvements and individual phases.

2) Golf Course Analysis

- a. An extensive on-site evaluation will be conducted to assess existing golf course features including, but not limited to tees, greens, fairways, bunkers, bunker drainage, hazards, landscape treatments, circulation, and speed of play. Aesthetic qualities, views, vegetation, existing trees, golf hole orientation, safety and conditioning will also be reviewed.
- b. Playability and strategic values will be evaluated with specific regard to the skill levels of the golfers and the original design intent reflected in historical documents such as plans and aerial photographs. An analysis of available handicap data will provide a benchmark for evaluating issues of playability.



- c. The practice facilities will be reviewed and will include evaluation of the practice range, short game practice area and putting green. The functioning of these components for private lessons will be discussed.
- d. Infrastructure, drainage, and cart paths/circulation will be reviewed to assess condition, utility, and efficiency. All engineering work for storm drainage, irrigation, cart paths, bridging and related structures will be done by a Project Engineer under a separate contract.
- e. A base plan will be produced from information provided by the Client to assist in understanding the existing golf course elements and how they relate to each other. The base plan will also be used to explore various design possibilities.

The Consultant encourages open communication during the Master Planning process and will rely on the Client and Course representatives to provide detailed information on the subtle nuances and needs of Hidden Creek Golf Course.

TASK II – GOLF COURSE DESIGN

For this Task, the Consultant will work closely with the Client and Course representatives to identify existing concerns, confirm project goals, and thoroughly explore opportunities for improvement. This collaborative process is intended to establish a clear framework for design decision-making and to ensure alignment with the City’s operational, financial, and community objectives.

1) Preliminary Design Concepts

The Consultant will prepare preliminary design concepts addressing playability, safety, pace of play, drainage, maintainability, strategy, and golfer circulation, as well as any specific concerns identified by the Client. Design recommendations will be developed with careful consideration of golfers of varying skill levels and are intended to enhance the overall golf experience.

2) Alternative Routing and Design Studies

The Consultant will prepare alternative routing and design studies that evaluate different tee and bunker locations, fairway contours, and strategic shot values in order to capitalize on the inherent strengths and natural features of the property.

3) Preliminary Phasing and Cost Evaluation

The Consultant will develop a preliminary schedule outlining the prioritization and phasing of recommended improvements. Planning-level cost estimates for proposed improvements will be prepared and reviewed with the Client and Course representatives to support informed discussion and decision-making.



These design recommendations will be presented to the Client and Course representatives for review and evaluation, providing a clear understanding of the design opportunities, anticipated costs, and implementation considerations. This phase is intended to build consensus and establish a shared vision that will guide the development of the Final Master Plan and support the creation of a high-quality, sustainable golf course for the community.

TASK III – GOLF COURSE OPERATIONS & FINANCIAL ANALYSIS

The Consultant will retain the services of JJ Keegan+ as a subconsultant to lead the following master planning efforts for Hidden Creek Golf Course:

- Geographic – Local Market Analysis
- Weather
- Technology
- Yield Management, Key Metrics, and Financial Modeling Valuation
- Facilities and Maintenance Review
- Operational: Management, Customer Experience, Marketing, Food and Beverage
- Operational: Customer Preferences and Customer Loyalty Survey

The findings from Phase III will provide the City with a clear, data-driven understanding of Hidden Creek Golf Course's operational performance, market position, and long-term financial sustainability. The analysis will inform recommendations related to management strategies, capital prioritization, programming, and future investment decisions.

A detailed description of the Phase III scope of services is attached from this document, which expands upon the tasks and deliverables outlined above.

TASK IV – CONCEPTUAL CLUBHOUSE DESIGN

The Consultant will retain the services of CDA Design as a subconsultant to lead the master planning efforts for the following facilities at :

- the clubhouse, and
- the on-course (golf course) restrooms

CDA Design will manage all design, planning, and documentation tasks necessary to deliver a coherent, functional, and cost-effective master plan that meets both the operational needs and aesthetic aspirations of the client.

This scope of work for this phase will include the following tasks:

- 1) High Level Conceptual Floor Plan for a renovated, or new clubhouse.**
- 2) Recommendations on the On-Course Restrooms**
- 3) Preliminary Cost Estimates**



TASK V – CONCEPTUAL DRAINAGE STUDY

The Consultant will retain **FNI** to provide professional drainage assessment and planning support services in connection with the Hidden Creek Golf Course Master Plan. Services under this scope will include the following:

1) **Project Management**

Provide limited project management support, including coordination with the Consultant and invoicing, for an anticipated duration of approximately two (2) months.

2) **Site Visit and Kickoff Meeting**

Participate in an on-site kickoff meeting and site visit at Hidden Creek Golf Course to review drainage issues identified by the City of Burleson. City staff is anticipated to assist with identifying areas of concern and providing transportation throughout the course.

3) **Identification of Priority Drainage Projects**

Based on observations from the site visit, identify up to fifteen (15) drainage-related projects to be incorporated into the Master Plan. For each project, FNI will develop conceptual-level solutions and provide order-of-magnitude cost estimates. Concepts will be described in narrative form only and are intended for planning purposes; detailed design and cost breakdowns are not included.

4) **Technical Memorandum**

Prepare a technical memorandum summarizing the drainage assessment and documenting the identified projects and conceptual solutions. The memorandum will be delivered electronically. Kemp Golf Course Design will incorporate this material into the Master Plan document, as appropriate.

5) **Assessment Review Meeting**

Attend one (1) in-person assessment review meeting with the City of Burleson and Kemp Golf Course Design to review findings and recommendations.

6) **Comment Response**

Address one (1) round of comments received from the City of Burleson or Kemp Golf Course Design related to the technical memorandum.

TASK VI – IRRIGATION SYSTEM AUDIT

The Consultant will retain the services of Larry Rodgers as a subconsultant to lead the irrigation audit for the Hidden Creek Golf Course.

This scope of work for this phase will include the following tasks:



- 1) **Assemble Site Plan to include aerial and any As-Built drawings**
- 2) **Prepare inventory list of existing equipment including pump station and performance**
- 3) **Recommendations and final irrigation report**

TASK VII – MASTER PLAN DOCUMENT

Upon completion and approval of the preliminary design and technical studies, the Consultant will prepare a comprehensive **Master Plan** for **Hidden Creek Golf Course**. The completed Master Plan will integrate golf course design, conceptual clubhouse planning, infrastructure assessments, and operational and financial analysis, and will include the following components:

- 1) **Final Master Plan Rendering**

A full-color rendering (1" = 100'-0") illustrating all recommended golf course improvements, including proposed modifications to the golf course, practice facilities, infrastructure, and supporting amenities.

- 2) **Comprehensive Written Report**, including:

- a. **Golf Course and Practice Facility Design**

Design concepts and a hole-by-hole narrative describing proposed improvements to the golf course and practice areas, with recommendations intended to enhance playability, strategy, conditioning, and overall golfer experience.

- b. **Conceptual Clubhouse and Facility Planning**

Conceptual planning and illustrative graphics addressing potential clubhouse improvements, expansions, or reconfiguration, including adjacencies, functional relationships, and operational considerations.

- c. **Drainage and Infrastructure Assessment**

A summary of drainage conditions and identified improvement projects based on field observations and technical analysis, including conceptual solutions and planning-level cost estimates. Findings will be integrated into the overall Master Plan recommendations.

- d. **Irrigation System Audit and Recommendations**

An evaluation of the existing irrigation system, including system performance, efficiency, and coverage, with recommendations for upgrades or modifications to support long-term turf health and water-use efficiency.



e. Operational and Financial Analysis

A market-informed operational and financial analysis evaluating current performance and future scenarios, including key metrics, yield management considerations, and long-term financial sustainability.

f. Visual Communication Materials

Perspective sketches, diagrams, and/or digitally enhanced photographs prepared to graphically communicate proposed improvements in key areas. These materials may be used for stakeholder communication and public outreach to help users visualize recommended changes.

g. Opinion of Probable Costs

Planning-level cost estimates for recommended improvements based on historical construction data, adjusted for local market conditions, materials, and site considerations. Costs are intended for planning and prioritization purposes only.

h. Phasing and Implementation Strategy

A prioritized, long-term implementation plan identifying logical phasing, sequencing, and potential funding considerations.

3) Public Presentation

The Consultant will present the Master Plan findings and recommendations at one (1) public meeting or workshop, such as a Parks Board or City Council session, to review the proposed improvements and respond to questions from City staff, elected officials, and the public.

INFORMATION TO BE PROVIDED BY THE CLIENT

Kemp Golf Course Design shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kemp Golf Course Design during the project, including but not limited to the following:

- An executed copy of this Agreement and Notice to Proceed.
- Current Aerial Photograph.
- Survey of the site to include topography (min. 2' contour intervals), property lines of project site, rights-of-way, easements, and location of all public and private utilities.
- Electronic copies of all previous plans and surveys.
- Access to property.



ADDITIONAL SERVICES

- 1) Any services provided by the Consultant that are not included in the Scope of Services outlined in Tasks I, II, III, IV, V, VI, and VII shall be billed as additional services at our then current hourly rates. Additional services shall be approved by the Client in writing prior to commencing with such services.
- 2) Preparation of Construction Documents (Working Drawings, Specifications, etc.) will be executed under a separate contract.

TERMS OF SERVICE

1. If at any time after the Client has initiated our services, you choose to terminate our service, a written notice from you will end any obligation from that point in time. The Client will be obligated for the services and expense to the time of such notice.
2. Invoices for services and expenses will be invoiced monthly and be due thirty (30) days from receipt.
3. Expenses, such as travel, reproduction, delivery services and other direct expenses will be billed as actual charges and have no administrative surcharges. All permitting, application, and similar project fees will be paid directly by the Client.
4. Consulting Fee Schedule of Values:

DESCRIPTION		FEE
	Execution of Agreement	n/a
TASK I	Project Program/Golf Course Analysis	\$5,000
TASK II	Golf Course Design	\$10,000
TASK III	Golf Course Operations and Financial Analysis	\$24,500
TASK IV	Conceptual Clubhouse Design	\$20,000
TASK V	Conceptual Drainage Study	\$23,500
TASK VI	Irrigation Audit	\$5,000
TASK VII	Master Plan Document	\$10,000
	TOTAL LUMP SUM LABOR FEE	\$98,000

*Reimbursable Expenses not to exceed \$5,000.00.

5. Payment

All payments from Client to Consultant shall be paid to the order of Kemp Golf Course Design and to be delivered to the office whose address is 1513 Cedar Hill Ave., Dallas, TX 75208.



6. Dispute Resolution

Parties agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

MISCELLANEOUS PROVISIONS

1. This agreement is governed by the laws of Texas.
2. Golf Consultant agrees that, unless changed by mutual agreement, the Master Plan will be completed within one hundred and twenty (120) days of the execution of this proposal. Golf Consultant agrees to strive to meet any reasonable timetable.
3. This agreement is the entire and integrated agreement between Client and Kemp Golf Course Design and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Kemp Golf Course Design.
4. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
5. Neither Client nor Kemp Golf Course Design shall assign this Agreement without the written consent of the other.
6. The Client and Kemp Golf Course Design mutually agree to indemnify and save harmless each other against and from any and all claims, liabilities, losses, costs, expenses, or damages arising in relation to the Golf Course, including without limitation any legal fees or expenses incurred in connection therewith, provided that the Client and Kemp Golf Course Design will not be required to indemnify each other with respect to claims, liabilities, losses, costs, expenses, or damages resulting from the Client's or Kemp Golf Design's own negligence.
7. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.
8. If this Agreement is not signed and returned to Kemp Golf Course Design within 60 days, the offer to perform the described services may, in Kemp Golf Course Design's sole discretion, be withdrawn and be null and void.



ACCEPTANCE

This proposal is valid in accordance with the intent and discussions of the proposed work and schedule for immediate pursuit of the completion of the work. This proposal may be accepted by returning one (1) copy of this proposal signed by an authorized representative.

Trey Kemp

By: Trey Kemp, Owner
Kemp Golf Course Design

December 18, 2025

Signature Date

Printed Name

Title

Company Name

Billing Address

Email for Invoices



December 8, 2025

Mr. Trey Kemp, ASGCA
Kemp Golf Course Design
1513 Cedar Hill Ave
Dallas, TX 75208

Dear Trey:

Thank You

We sincerely appreciate the opportunity to present our qualifications for your review and submission to the [City of Burleson Park and Recreation Department](#). The skills you are searching for require expertise in golf operations and adroit financial analysis and perhaps most importantly, independence.

Background

We understand a governmental entity's fiduciary responsibility to all citizens to enhance their quality of life from the appropriate land utilization for recreational, residential, and commercial purposes. JJ Keegan+ has worked with municipal golf facilities since 1989 and thoroughly understands the impact that golf provides on the Community. As 2024 Golf Advisor of the Year named by Golf, Inc., we will recommend, based on extensive research, the optimum golf course management model and strategic business plan for the [City of Burleson](#).

This is How We Will Achieve The Results You Seek

While there are several well qualified golf course consulting firms, our approach to engagements vastly differs. We understand that every golf course is unique and so are the services we offer.

- We start by understanding the vision and mission statement for the golf operation as an integral part of the City's Master Plan. An amenity driven facility should be operated much more differently than a profit driven facility.
- A proprietary **seven step business** model is utilized to complete a strategic review. This model has been successfully implemented for over 600 municipal golf courses during the past twenty years. '

We first examine the uncontrollable elements (location and weather) and then evaluate the course's information systems, financial performance, the physical assets, operations, and customer loyalty via an electronic survey. It is important to understand the factors that are impacting the current operational results.

- We developed a “Predictive Index” as to the financial potential of every golf course in the United States by analyzing 44 variables. Our research revealed the revenue potential per 18 holes with-in 10 miles from green fees, carts, merchandise, food and beverage. We will share where the [Hidden Creek Golf Course](#) ranks nationally.
- Having visited over 6,000 golf courses in 64 countries, we have studied the varying business practices used to operate a golf course. This will ensure the optimum model and operational policies will be recommended for the [Hidden Creek Golf Course](#).
- Since 2010, we have published seven editions of “*The Business of Golf - What Are You Thinking?*” that guides in creating a winning strategic business plan. Over 7,000 copies have been sold in 16 countries and the book is used by Professional Golf Management programs as their cap-stone class. We will be providing the [City of Burleson](#) a copy of the 2024 edition as an integral part of our engagement.
- Our team consists of professionals who have real-world experience in managing and operating golf courses vs. institutional theorists. Therefore, our recommendations are practical, have been industry-tested and can be successfully implemented cost effectively.
- Our fees, usually lower in a competitive bid situation, reflect our historical experience and the efficiency of our seven-step business model. Our fees represent great value for our clients as our analysis is far more comprehensive.

The Hurdles

We understand that these are very exciting times in the golf industry.

2024 set a record with 28.6 million individuals playing 545 million “green grass golf” rounds. Public Green Fees are up 16%. 49% of public facilities have undertaken significant courses or clubhouse-related investments. Programming is at capacity, and the banquet business is returning heartily. However, golf operations are challenged in retaining sufficient qualified employees.

Today we live in a time-crunched culture. These factors have a direct impact on the business of golf. With golf in a blustery swirl, vision is often clouded and execution dulled.

We recognize that each golf course and its management are unique, with various stakeholders often interpreting the same information differently.

Scope of Service: What is the Financial Potential of Hidden Creek Golf Course?

How would we determine that?

We use a proprietary seven-step business model to complete a strategic review to assess the financial potential of a golf course. To complete that goal, we undertake a progression of evaluation and research that comprises:

Step 1. Geographic Local Market Analysis

This analysis includes the six key measurements that accurately forecast the potential of your facility. They are the MOSAIC profile; your customers' age, income, and ethnicity; the number of golfers per 18 holes; and the slope ratings within your competitive market.

We will define the primary and secondary trade areas for the golf course. We will calculate the demand vs. the supply, as those statistics determine the financial potential of [Hidden Creek Golf Course](#). We will explain to you the following:

- What annual revenue should be?
- The appropriate green fee that you should charge.
- If your course will attract and retain customers based on your local demographics contrasted to the golf course's rating.
- The competitive market at 30, 60 and 90 miles from the facility.

You need to know these vital data points to manage a golf course profitably. The key questions to be answered are:

- Do the demographics indicate sufficient demand to meet the available supply?
- Are the age, income, ethnicity, and population density sufficient to sustain the golf course?
- How many golfers per 18-holes are there within the competitive local market?
- Will the slope rating attract sufficient golfers from the local market?

Step 2. Weather

We calculate the number of playable golf days in a year (compared to a 10-year trend) to allow us to differentiate between the impact of weather and the effect of management on a course's financial performance. A playable-days study will determine if you are over or under-performing the weather. Also, access to Weather Trends International's 11-month weather forecast service will be provided.

The key questions to be answered are:

- Are member initiation fees, annual dues and player passes appropriately priced based on playable days and the golfer's playing frequency?
- What impact has weather had on rounds vs. management policies?
- Are there sufficient playable days to generate a return on the proposed investment?
- Has weather forecasting been fully leveraged with the seasonal staff adequately and properly deployed?

These first two tasks quantify the uncontrollable factors that impact a golf course's financial performance and clearly define its investment potential. The results from this analysis represent the facility's strategic vision and the course's viability.

Step 3. Technology – The Foundation for Marketing

An evaluation of the technology currently installed at your facility will be conducted. We will ascertain if the tee sheet is integrated into the POS system, the email database size, the website's efficacy, whether initiative-taking email marketing is occurring appropriately, and the extent to which social media applications have been adopted.

Successful golf courses leverage technology to develop a customer database. All golfers are registered onto the tee sheet with name, email, perhaps a cell phone number and by type of golfer, i.e., member, pass player, local players, regional golfers, stay and play guests, senior, junior, gender, etc. Once registered, whether booking and paying on-line, via a mobile application, or at the POS register, the tee sheet automatically feeds the customer data into the POS system for accurate recording and payment. That process creates multiple opportunities to create incremental revenue streams:

The *key questions* to be answered are:

- How effectively has an integrated golf management solution been deployed to create the data collection required to manage the golf course properly?
- Is the customer database properly segmented?
- Is the website design informational or transaction-focused?
- Is inbound marketing tools leveraged?
- Has social media been appropriately adopted to attract and retain golfers?

Have apps been integrated that allow customers to book and pay on-line and provide GPS for distance and scoring while playing?

Step 4. Yield Management, Key Metrics, and Financial Modeling Valuation

The financial analysis of golf commences with confirming the accounting records and are prepared in accordance with generally accepted principles for golf courses that examine key profit centers: golf revenue, carts, merchandise, food, and beverage, and other (driving range, lessons, etc.)

Seventeen key benchmarks guide the successful operation of a golf course. Your facility's financial performance will be benchmarked against industry norms, and economic models will be crafted. Industry standards will be contrasted with each facility's performance to determine opportunities for improvement.

We will create a proposed comprehensive rate table for 2026 in which the projected rounds by SKU will be integrated into a five-year cash flow forecast. We will model several financial projections based on alternative assumptions about the rate schedule that might be approved, the adjustments in expenses that might be made, and the capital expenditures that might be disbursed.

Key Questions to be Answered are?

- Have accurate financial models that support proactive decision-making been developed?
- What debt service can the golf course cover?
- Is there a gap between the potential fees and the clientele's disposable income base?
- Is REVPAR 60% of the prime time rack rate times the number of rounds?
- Is the green fee based on 0.008% of the median household income?

Step 5. Facilities and Maintenance Review

A golf course is a living organism. Primary constraints include annual renovation expenses and the equipment required to maintain a course. We will identify the critical, competitive, and comprehensive capital investment components.

Deferred capital expenditures are measured, and equipment and staffing levels will be reviewed to ensure consistency with the facility's brand promise based on a matrix created by the American Society of Golf Course Architects and the Golf Course Builder's Association.

We will determine the ideal maintenance standards and an appropriate budget consistent with the fees posted. Specifically, we will examine the following at each golf course:

- Golf design layout and playability
- Maintenance practices, staffing, and budget
- Maintenance facilities and storage areas for chemicals, gasoline, and sand
- Condition of tees, greens, fairways, roughs, and bunkers.
- Equipment and anticipated replacement schedules
- Driving range, practice range, and short game area

The key questions to be answered are:

- Are the style of the golf course and its slope rating consistent with demographics?
- What is the optimal and best use of property?
- Do the green fees equal 0.0001% of the maintenance budget?
- Is the golf course clubhouse structurally fit and appropriate for the needs of golfers in the future?

Step 6. Operational: Management, Customer Experience, Marketing, Food and Beverage

A comprehensive operational review will be undertaken, examining policies and procedures in every aspect that impacts the customer experience.

A secret-shopper analysis will be conducted, highlighting the touch-points on your assembly line of golf as to whether your customer service is at platinum, gold, silver, bronze, or steel level. The value created as measured by the experience provided will determine if your green fee rates are correctly set.

As part of this analysis, we will visit golf courses deemed to be competitive set to ensure the [Hidden Creek Golf Course](#) rates are consistent with the experience provided and appropriate for the local market.

Specifically, we will evaluate the following and compare the industry's best management practices:

- Organizational Structure
- Hours of Operation
- Staffing Levels, responsibilities, duties, training, and personnel policies
- The 13 customer touch-points
- Player Development Programs: Get Golf Ready, PGA Junior League
- Leagues, Outings, Tournaments policies
- Tee Time Policies
- Cart Operations: the size of fleet and leased vs. owned programs
- Rate Structure and Yield Management
- Revenue SKU Analysis for effective rates realized and revenue center enhancement.

The key questions to be answered are:

- Do the value and experience provided equal or exceed the current fees?
- Are the proper operating procedures going to be consistently deployed through each step of the “assembly line of golf”?
- What are the additional programs that could be added to bolster revenues?
- Is marketing strategies properly aligned with the customer's preferences and experience?

Step 7. Operational: Customer Preferences and Customer Loyalty Survey

By utilizing the golf course's database and employing electronic survey tools, enlightening insights can be obtained from asking 25 key questions.

The survey has several customizable elements, including questions that will be developed with input from the [Hidden Creek Golf Course](#) officials that will include open-ended questions that allow respondents to voice their opinions in greater detail. Survey results will explain the golf operations with customers and competition and how proposed operational changes and new capital investment can impact demand.

Mining the customer database is vital. Fifteen percent of customers generate 60% of course revenues, and many public golf courses have at least 50 customers who spend more than \$4,000 annually.

However, on average, only half the golfers who played a course one year will return the next. The key questions to be answered are:

- Who are your core customers, and how much do they spend?
- What is the annual retention rate among your golfers?
- What are the barriers to increasing play?
- What is the golfer's perceived value?
- What is the primary reason one course is selected over another?
- How loyal are customers?
- What is the financial referral impact of promoters vs. detractors?

To complete this engagement, we have listed the requisite data required to complete our analysis in Appendix A - Request for Information. Obtaining a login/password to the POS system would be greatly beneficial to complete some of the analysis remotely.

Our deliverable will include a PowerPoint Presentation highlighting the potential investment return and a 30-page summary of our research, analysis, insights, and recommendations. We should note that if the financial records have not been maintained in accordance with generally accepted accounting and operational principles, the depth of our recommendations may be constrained but will provide the opportunity to reestablish optimum procedures for the efficient management and analysis of the golf course.

Investment

Our proposed professional service fee for this engagement is \$24,500 with a budget not to exceed \$2,500 for expenses including airfare, hotel, car rental, per diem representing three days on site and licensing data from the National Golf Foundation, ESRI, SmbGolf and Weather Trends International. Should you elect to proceed with this option, a retainer of \$5,000 is requested.

Our Promise to You

Our firm has earned profound respect throughout the golf industry for our independent, candid, and insightful golf operations analysis.

JJ Keegan+ has worked with golf facilities since 1989. We have traveled to over 64 countries visiting over 6,000 of the world's 38,000+ courses. This has facilitated our publishing seven books on the "Business of Golf" that have sold over 7,000 copies in 16 countries and is used as the textbook for the capstone class at 16 colleges.

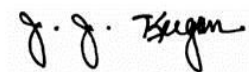
We have attached my biography, the scope of work our firm undertakes, and references.

We realize that providing golfers with an enjoyable recreational experience is a key component of your vibrant Community. We also understand the fiduciary responsibility to investors to generate an appropriate return on investment.

We hope to have the opportunity to learn from your experiences, share our insights, and to enhance the vision and financial viability of the [Hidden Creek Golf Course](#).

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "J. J. Keegan". The signature is written in a cursive, flowing style.

James J. Keegan
Envisioning Strategist and Reality Mentor
7156 Timbercrest Lane
Castle Pines, CO 80108
jakeegan@jakeegan.com
1.303.596.4015

Appendix A

Request for Information

The understanding of the economic potential of a golf course involves many components: 1) reviewing strategic plans, 2) examining national trends, 3) analyzing local demographics and economics, 4) interviewing current management, and 5) surveying golfers.

Information Requested

To create value for this engagement, we would like, if possible, and if you deem it appropriate, the following information assembled to facilitate the strategic review and operational analysis:

- 1) Business plan, if any, with all accompanying exhibits and supporting documents.
- 2) Historical data – past two fiscal years: Revenues and expenses, by G/L account code, for the entire golf operation, including green fees, carts, tournament and outing income, merchandise, food and beverage, banquets, etc.
- 3) Balance Sheet, including capitalization structure.
- 4) The operating budget, including maintenance, for the current year.
- 5) Capital expenditures during the past five years and deferred capital expenditure budget.
- 6) All contracts and leases, including golf carts and maintenance equipment.
- 7) Current outstanding loans with associated monthly debt service, if any.
- 8) Employees by position, including current salaries, years of experience, benefits, any vested public, senior, annual pass holders, loyalty card members), and their zip code.
- 9) The number of golfers by category (members, player passes, local, regional, senior, junior) including their zip code.
- 10) Rounds played by each category (SKU) during the past two years.
- 11) Current rate structure during the past two years and changes anticipated for the 2026 season, if any.
- 12) Information management systems currently used by date of the last upgrade, including a description of hardware to include server, the number of workstations, etc.

- 13) Email list and course logo for the [Hidden Creek Golf Course](#). Please merely assemble it, but do not forward it to us. If we collectively elect to undertake a golf survey, we will have the current owner launch the survey to protect the identity of the customers and their guests.
- 14) Listing of all direct competitors by course name, contact, and phone number to facilitate the competitive benchmarking review.
- 15) Golf Course Architectural Master Plans, if available.
- 16) Clubhouse Architectural Master Plans, if available.
- 17) Listing of all special events, i.e., banquets, weddings, etc. for 2025.
- 18) Course and slope rating, along with copies of scorecard.
- 19) Listing of all tournament outings scheduled for 2026.

Biography

James J. Keegan

Envisioning Strategist and Reality Mentor

2024 Golf Advisor of the Year, Golf Inc., Magazine

Known to his friends as “Rain Man” because of his amazing recall of any course he has played, any person he has met, or any place he has traveled, James J. Keegan has a zest for golf and for life itself.

With a great heart and a quick mind, he has established a wide-ranging network within the golf industry, an industry in which there may be only one degree of separation from the management leaders who make a positive difference. He leverages his educational background with his extensive experience in the golf industry to frame a vision that can be understood by all. He quickly “cuts to the chase.”

As Managing Principal, Keegan has traveled in excess of 3,085,000 miles on United Airlines, visiting over 250 courses annually and meeting with owners and key management personnel at more than 6,000 courses. Having successfully combined his passion for golf with his business acumen, his experience makes him uniquely qualified to offer expert opinions on trends and issues facing golf courses today because of his direct knowledge and interaction with the golf community.

An accomplished writer, Keegan published - in June 2010, January 2012, January 2014, August 2016, and July 2020, the award-winning book, *“The Business of Golf - What Are You Thinking? How to Maximize the Financial Return of a Golf Course”* (basic primer). In December 2013, Keegan published *“The Business of Golf - Why? How? What?”* (seasoned professionals). In August 2024, *“The Business of Golf - What Are Others Thinking?”* was published. These books have been purchased in 16 countries and have been utilized at 15 universities as their capstone class for their Professional Golf Management Programs.

Currently, was as a panelist for *Golf Magazine’s* Top 100 Golf Courses from 2002 to 2019. Keegan is a former volunteer of the Colorado Golf Association and the USGA Sectional Affairs Committee. He has served as a course rater and rules official for numerous tournaments, including the local and sectional qualifying for the U.S. Open and the World Club Championship as recently as December 2016 in Thailand.

A certified public accountant with a B.B.A. Degree from Texas Christian University, Keegan earned an M.B.A. in corporate finance from the University of Michigan. He has also served as a captain in the United States Air Force and was a CPA having worked at KPMG.



Education

B.B.A., Texas Christian University

M.B.A., University of Michigan

Current and Former Memberships

Club Managers Association
Golf Course Superintendents
Association of America
National Golf Foundation
National Golf Course Owners

Area of Expertise

Strategic Planning
Technology
Financial Analysis
Operational Analysis
Marketing & Customer Loyalty

What You May Not Know

Former Panelist, *Golf Magazine’s*
Top 100 Courses in the World

Traveled to 64 countries to review
golf courses visiting over 6,000
golf courses

J. J. Keegan+ Proposal for Hidden Creek Golf Course

Scope of JJ Keegan+ Professional Services

The Team

Golf Convergence, formed in 2005 (Tax ID 20-23347789), is a consortium of leading golf experts whose mission statement is “to ensure your vision becomes a reality.” In 2016, we updated our brand to J.J. Keegan+ though our legal corporate name remains Golf Convergence. This evolution was made to reflect J.J. Keegan’s recognition by Golf Inc. Magazine as one of the Top 10 golf course consultants and best-selling authors in the golf industry.

Vince Lombardi stated, “Perfection is not attainable, but if you chase perfection, you will catch excellence.” Every day our goal is simple. My team merely tries to outperform itself. How does that philosophy benefit you?

Our team understands that the status quo is a formidable foe. We thrive on making the complicated simple. We focus on the results by creating an executable action plan- not just on generating theoretical options.

Professional Services

We assemble leading industry experts in the unique business disciplines required for the engagement. With myself as the lead principal, only the most qualified sub-contractors are retained. This business model ensures a comprehensive analysis of a value-based investment.



The services that we can offer are vast, including:

- Market & Economic Analysis
- Golf Course Viability Studies
- Strategic Planning
- Management Structure Optimization
- Drafting RFP: Golf Course Architects
- Drafting RFP: Third-Party Management
- Facility Assessment
- Capital Improvement Programming
- Organizational Development
- Information Management & Technology
- Financial Planning & Analysis
- Agronomy & Maintenance Assessment
- Labor Utilization
- Management
- Operations
- Marketing/Integrated Branding
- Customer Franchise Analysis
- Customer Loyalty
- Secret Shopper
- Customer Surveys

Snapshot of Client Engagements

Evaluating Similar Assessments

With a vast library of examples that we could present demonstrating our experience in the insights and perspectives you seek to create a financial master plan, presented below are [links](#) to three such studies for your review:

City of Knoxville: Golf Course Operational and Financial Consulting Review - A 10 Year Vision. Investment \$43,000. September 2023.

City of Midland: A Golf Course Evaluation. Investment \$33,000. May 2024.

Town of Groton: Strategic Business Plan. Investment \$30,000. November 2024.

In serving golf courses since 1989, we have learned that business practices have evolved. No longer are 100+ page reports in vogue. Thus, we prepare a PowerPoint presentation with an executive 30-page summary that outlines the recommendations and an efficient path for success. That report is supported by appendices.

Other clients we have served during the past ten-years include:

Daily Fee: Arroyo Trabuco, Club at Indian Creek, Clifton Hollow, Cobblestone, Cutter Creek, Cypresswood, Green Valley Ranch, Hart Ranch, Plum Creek, Old Works, Oneida Nation, Play Golf Calgary, Serenoa, Silver Creek, Sun City Summerlin, Tempest, The Crossings, Timberline, University of Idaho, Winthrop University

Municipalities: Alamo City Golf Trail, Cities of Albuquerque, Arlington, Baltimore, Bartlesville, Brookings, Carmel, Chattanooga, Des Moines, Englewood, Enid, Ft. Worth, Knoxville, Killeen, Lexington, Louisville, Mecklenburg County, Metro Parks – Tacoma, Midland, New Braunfels, Noblesville, Palo Alto, Round Rock, Red Wing, Salt Lake City, South Bend, Spokane, Superior, Tacoma Parks, Toms River, Town of Eagle, Town of Yarmouth, and Unified Government - Kansas, Village of Woodridge

Private Clubs: Bluebird, Canyon Lake, Craigowan, Eagles Bluff, Grand Forks, Green Meadow, Moselem Springs, Plainview, Ravenna, St. Andrews- East, The Hills (New Zealand)

Resorts: Golf BC, Kokanee Springs, Prairie Club, San Vicente, Tahoe Donner

Real Estate Investment Funds: LCP Fairways



Daily Fee, Private Club and Resort References



Contracts of Similar Size and Scope:

J.J. Keegan+ would welcome the opportunity to provide representative samples of our work products. We believe that they are unparalleled in their depth and breadth, in providing meaningful insights.

Clemson Ph.D. Dissertation Study

Participants included: Brooklyn Park, City of Bloomington (Illinois), City of Cedar Rapids, City of Columbus, City of Fort Worth, City of San Antonio, City of Spokane, City of Virginia Beach, Craigowan Oxford Golf and Country Club, Crystal Mountain Resort, Fernie Golf and Country Club, Golf Club at Brown Acres, Kokanee Springs Resort, Mecklenburg Park District, Northstar Golf Club; Oak Creek Golf Club (Irvine Company), Pine Meadow (Jemsek Family), Plum Creek Golf Course, Play Golf Calgary, Silver Creek, Salt Lake City, Thornberry Creek at Oneida and Mussatto Golf Course at Western Illinois University

Indian Bands

Oneida Nation: Mr. Troy Parr, AIA, LEED®AP[BD+C], Oneida Architect / Division Director, Community & Economic Development Division, office 920.869.4529, cell 920.562.7535, tparr@oneidanation.org, Strategic Plan, Request for Proposal for Third Party Management

Private Club and Resorts

The Prairie Club: Mr. Paul Schock, 109 South Main Street, Valentine, NE 69201, Cell 605 359 8247, paul@nvpinvestments.com, Strategic Plan.

The Club at Ravenna: Mr. Kevin Collins, Chairman of the Board, 1118 Caretaker Road, Littleton, CO 80125, Direct: 303.552.0432, Office: 720.956.1600, kcollins@ravennagolf.com, Strategic Mentoring



Municipal Golf Course References: JJ Keegan+

Alamo City Golf Trail, TX: Andrew Peterson, President & CEO, Golf Association San Antonio, Brackenridge Golf Course, 2315 Avenue B, San Antonio, Texas 78215, Ph (210) 908-5913 andrew@satxgolf.com Strategic Planning Webinar Series with Market Analysis and Technology Review.

Carmel-Clay Park District, IN: Michael W. Klitzing, CPRE, Director of Parks and Recreation/CEO, Administrative Offices, 1411 East 116th Street, Carmel, IN 46032, 317.573.4018, MKlitzing@carmelclayparks.com, Financial Strategic Analysis and Business Plan

City of Round Rock, TX: Brian Stillman, Sports Facilities & Operations Manager, City of Round Rock, Texas, 221 East Main Street, Round Rock, TX 78664, Ph. 512-218-6607, bstillman@roundrock-texas.gov. Strategic Analysis and Feasibility Study including evaluation of current management company completed.

City of Spokane, WA: Mr. Jason Connelly, Executive Officer, Spokane Parks and Recreation, 808 W Spokane Falls Blvd # 5, Spokane, WA 99201, jkconnelly@spokanecity.org, (509) 625-6211. Webinar Series Training for Staff completed February 2017.

Miami-Dade County, FL: Devin Meheen, PGA Golf Division, Chief, Miami-Dade County Parks, 6801 NW 186 Street, Miami, FL 33015, O: (305) 829-8456 X8, Devin.Meheen@miamidadegovest@oakgov.com. Strategic Analysis

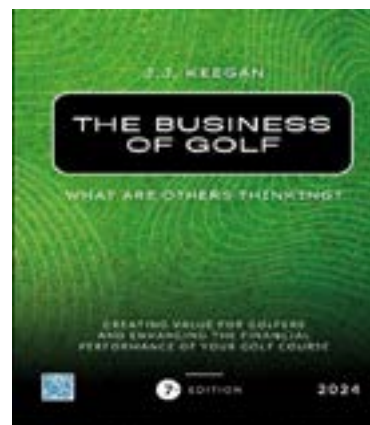
Oakland County, MI: Thomas Hughes, Chief, Park Operations and Maintenance - South District, 2800 Watkins Lake Rd, Waterford, MI 48328, Mobile: 248.343.1011, hughest@oakgov.com, Strategic Analysis

Pinnacle Golf Properties, NC: Del Ratcliffe, PGA, President, 800 Radio Road, Charlotte, NC 28216, Ph (704) 236-3921, dratcliffe@earthlink.net. Strategic Analysis.

Town of Eagle, CO- Eagle Ranch Golf Club: Jeff Boyer, PGA, General Manager, P.O. Box 2210 Eagle, CO 81631, (970) 328-2882, ext 3, jboyer@eagleranchgolf.com, Financial Master Plan

Want More....?

Our book, "The Business of Golf- What Are You Thinking?" 2024 edition includes attributions and acknowledgments received from industry leaders, including Mr. Greg Nathan, Chief Business Development Officer National Golf Foundation, who labeled J. J. Keegan as "Golf's Answer to Money Ball."



PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by Kemp Golf Course Design (Client) and Freese and Nichols, Inc. (FNI). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Hidden Creek Golf Course Master Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$23,500.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The Effective Date of this Agreement shall be the date on which the last party signs below.


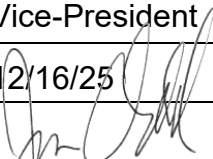
Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings. This Agreement is to be executed in two counterparts.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

KEMP GOLF COURSE DESIGN

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By:  _____
Name: Scott Hubley
Title: Vice-President
Date: 12/16/25
Attest:  _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Perform drainage assessment to support Client in the development of the Hidden Creek Golf Course Master Plan for the City of Burleson.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1. Provide Project Management including client communication and invoicing for approximately two months.
2. Attend a site visit/kickoff at Hidden Creek Golf Course to observe drainage issues identified by the City of Burleson. It is anticipated the City will provide staff to identify areas of concern and for transportation around the course.
3. Based on the site visit, identify up to fifteen (15) projects which should be developed for the master plan. Develop anticipated conceptual solutions for each area including order of magnitude cost. Solutions will be conceptual in nature and described by a text description only. Cost will be estimated based on professional judgment and will not be justified by a detailed breakdown of project components.
4. Prepare a technical memorandum which describes the drainage assessment and documents the identified projects. The technical memorandum will be delivered electronically, and Kemp Golf Course Design will be responsible to integrate it into the master plan document as appropriate.
5. Attend an in-person assessment review meeting with City of Burleson and Kemp Golf Course Design.
6. Address one iteration of the comments received by City of Burleson or Kemp Golf Course Design.

ARTICLE II

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in approximately two months.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation


FROM: Jen Basham, Director of Parks and Recreation

MEETING: February 2, 2026

SUBJECT:

Consider and take possible action on a resolution authorizing the rejection of bids for ITB 2026-004 for the replacement of fence at Hidden Creek Golf Course. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Great Place to Live Through Expanded Quality of Life Amenities</p>	4.1.2 5 Year Capital Plan Implementation

SUMMARY:

The replacement of the fence line along I-35 at Hidden Creek Golf Course is an approved project included in the 2026 Parks and Recreation Capital Improvement Program (CIP) with an allocated budget of \$250,000. This project includes replacement of approximately one mile of fence with a wrought iron fence.

Following the bid process, staff received 21 bids, with the lowest bid totaling \$305,432, which exceeds the allocated CIP budget. During the design process, additional design requirements and higher-grade materials were incorporated to address a portion of the fence located within the floodplain where breakaway fencing may be necessary.

Additionally, City Council requested in fall 2025 that staff pursue a master plan for Hidden Creek Golf Course, which impacts funding priorities in the current CIP year. Therefore, staff is recommending rejection of bids to allow refinement of project scope/material selections and better ensure project affordability while maintaining funding capacity for the golf course master plan.

RECOMMENDATION:

Staff recommends re-scoping the material selection of the fence to allow for funding capacity to complete the requested master plan for Hidden Creek Golf Course

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

REFERENCE: N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue:

Account Number(s):

Fund:

Account Description:

Procurement Method:

STAFF CONTACT:

Jen Basham, CPRE

Director of Parks and Recreation

jbasham@burlesontx.com

817-426-9201



Hidden Creek Golf Course Master Plan & Fence Replacement Bids

PRESENTED TO THE CITY COUNCIL – FEBRUARY 2, 2026

JEN BASHAM, DIRECTOR OF PARKS AND RECREATION



MASTER PLAN

Purpose:

- Request Council approval of professional services agreements to complete a comprehensive master plan for Hidden Creek Golf Course
- Establish a clear, phased strategy for reinvestment and long-term sustainability
- Provide Council with operational, financial, and capital planning data to guide future decisions
- Funding to be accomplished through CIP allocation for Golf Course Improvements identified in the 2026 CIP - \$262,500



History:

2026 CIP included a Hidden Creek Golf Course fence replacement project (IH-35 corridor) - \$262,500

During Fall 2025 discussions, Council requested that staff pursue a master plan effort for Hidden Creek Golf Course

Bid environment and expanded needs created a strategic opportunity to re-evaluate fence project while refining the scope for a master plan



Scope:

A complete Hidden Creek Golf Course Master Plan document

Public Engagement

Course improvement recommendations (playability, pace, safety, drainage, maintenance)

Operational and financial performance strategy + market positioning

Conceptual clubhouse planning (renovation/new concept)

Drainage project identification with conceptual solutions and cost estimates

Irrigation audit and prioritized recommendations

Phasing strategy + opinion of probable costs

Presentation to City leadership / boards



Consulting Team

Prime Consultant: Kemp Golf Course Design
Subconsultants (through Kemp):

JJ Keegan+ — Operations & Financial Analysis

CDA Design — Conceptual Clubhouse Design

Larry Rodgers — Irrigation System Audit

Freese and Nichols, Inc. — Drainage assessment
& conceptual drainage project development

Example Projects:

Madowbrook Golf Course-Ft Worth,TX

The Courses at Hogan Park-Midland, TX

Champions Golf Club-Houston, TX

Crown Colony Country Club-Lufkin, TX

Rankin Golf Course-Rankin, TX

Texas Rangers Golf Club-Arlington, TX

Squaw Creek Golf Course-Willow Park, TX



Cost Summary:

Task	Description	Amount
Task I	Project Program / Golf Course Analysis	\$5,000
Task II	Golf Course Design	\$10,000
Task III	Operations & Financial Analysis (JJ Keegan+)	\$24,500
Task IV	Conceptual Clubhouse Design (CDA Design)	\$20,000
Task V	Conceptual Drainage Study	\$23,500
Task VI	Irrigation Audit (Larry Rodgers)	\$5,000
Task VII	Master Plan Document	\$10,000
	Total Lump Sum Fee	\$98,000
	Reimbursable Expenses (NTE)	\$5,000
	Kemp Contract Total (NTE)	\$103,000



Fence Replacement

Fence Replacement

- The replacement of the fenceline along I-35 is an approved project in the 2026 Parks and Recreation CIP
- The replacement consists of approximately 1 mile of fenceline to be replaced with a wrought iron fence
- Budget: \$262,500
- Original Cost Estimate: \$150,000 for 5,280 linear ft of basic wrought iron 5' fence.
- In fall 2025, City Council asked staff to review the funding previously identified for fence replacement and determine whether it could also support development of a master plan, in addition to/in lieu of the fenceline project.



Bid Summary



Bid Opening Date: Nov 16, 2025
Bid Closing Date: December 18, 2026
Total Bids Received: 21

- Submitted Bids (Lowest to Highest):
 - Low Bid: \$305,432.00
 - High Bid: \$1,467,500.00

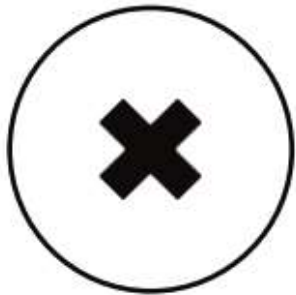
During the design process additional design elements and a higher level of materials was requested to address a section of fence that is in the flood plain and would be required to breakaway.

Due to the request to also include the master plan as part of the CIP for this year staff is requesting to reject the bids and refine the material selection to better align the project and ensure funding availability for the Master Plan

OPTIONS



Approve Professional Services
Agreement with Kemp Golf
Course Design in the amount of
\$103,000



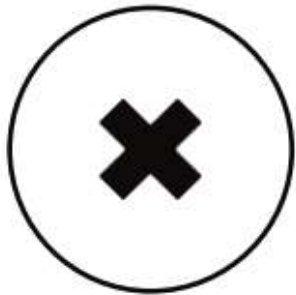
Deny



OPTIONS



Approve resolution rejecting
bids for (ITB 2026-004) for the
replacement of the fenceline at
Hidden Creek Golf Course



Deny



Questions / Comments

Jen Basham

Parks and Recreation

jbasham@burlesontx.com

817.426.9201

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, REJECTING ALL BIDS RECEIVED FOR INVITATION TO BID (ITB) 2026-004 FOR THE REPLACEMENT OF THE FENCELINE AT HIDDEN CREEK GOLF COURSE; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson included the replacement of approximately one (1) mile of fencing along IH-35 at Hidden Creek Golf Course as an approved project in the 2026 Parks and Recreation Capital Improvement Program (CIP), with a project budget allocation of \$250,000; and

WHEREAS, the City issued Invitation to Bid (ITB 2026-004) for the replacement of the fenceline at Hidden Creek Golf Course; and

WHEREAS, bids were received and publicly opened on November 16, 2025, and the bid process resulted in twenty-one (21) submitted bids; and

WHEREAS, the lowest bid received was \$305,432.00, which exceeds the available CIP budget allocation; and

WHEREAS, during the design process, additional design elements and higher-grade materials were identified and requested, including requirements associated with a section of fence located within the floodplain that may require breakaway design considerations; and

WHEREAS, in Fall 2025, the City Council requested that staff pursue a Hidden Creek Golf Course Master Plan in addition to the fence replacement project as part of CIP priorities; and

WHEREAS, the City Council finds it to be in the best interest of the City to reject all bids in order to refine material selection and scope to better align with available funding and maintain fiscal capacity for the Master Plan effort.

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

Section 1.

The City Council hereby rejects all proposals received in response to ITB 2026-004.

Section 2.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of

Burleson, Texas, on the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney


City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: February 2, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the Shannon Creek Park redesign proposal. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 Great Place to Live Through Expanded Quality of Life Amenities	4.1 Provide high-quality parks

SUMMARY:

Shannon Creek Park was identified as a priority project in the 2019 Parks and Recreation Master Plan. Since then, the project has gone through multiple rounds of public engagement, design development, and coordination with various departments and consultants. Due to updated priorities and recent bids exceeding the allocated project budget, staff is requesting Council direction on a proposed scope reduction and potential reallocation of remaining project funds to the Community Park project.

Background:

- **2019:** Identified as a priority in the Parks and Recreation Master Plan.
- **Fall 2021:** Round 1 public engagement completed (303 online responses, 28 town hall attendees). Council presentation held November 8, 2021, with support to proceed to design.
- **February 7, 2022:** Council awarded design contract to Studio Outside.

- **Fall 2022:** Round 2 public engagement held (509 survey responses, 32 on-site participants). Feedback focused on parking, screening, and programming, leading to a phased design approach.
- **November 2022:** Council approved phased design; Park Board unanimously supported the final concept and phasing plan.
- **2023–2025:** Flood study and coordination completed to address drainage and future floodplain needs. Council received ongoing design direction updates during Capital Improvement Program discussions.
- **June 2025:** Staff finalized construction documents incorporating updates to align with the upcoming Community Park to avoid duplication and ensure equitable distribution of amenities.
- **June 6, 2025:** Project released for bid; six bids were received, all exceeding the allocated budget.
- **August 4, 2025:** Bids were formally rejected. Council directed staff to re-evaluate project scope in consideration of the Community Park addition and Park Board recommendations

Cost Estimate:

Base Bid	
6' Parking Lot Sidewalk	\$3,942.50
Low Boardwalk Crossing @ 6'W	\$16,000.00
SF-4 Pet waste station	\$7,500.00
SF-3 Trash Receptacle	\$21,000.00
SF-2 Bench	\$27,000.00
Decomposed Granite Trail	\$243,590.00
Fine Grading	\$15,000.00
Low Water Crossing	\$23,500.00
Irrigation	\$15,000.00
Temporary Irrigation	\$83,856.75
Pecan	\$3,750.00

Eastern Red Cedar	\$31,500.00
American Elm	\$7,500.00
Midway Seed Mix	\$2,878.35
Drainfield Seed Mix	\$12,615.45
Blackland Prairie Seed Mix	\$68,362.95
Base Subtotal	\$582,996.00
Contingency (10%)	\$58,299.60
Bonds (2.5%)	\$14,574.90
BASE TOTAL	\$655,870.50
AD ALTS	
Low Boardwalk Crossing @ 6'w	\$59,500.00
Butterfly garden	\$200,000.00
Parking Lot Light Pole	\$10,000.00
Low Boardwalk Crossing @ 6'W	\$173,400.00
Gabion Filter @ Parking	\$27,500.00
AD ALT TOTAL	\$410,900.00
TOTAL	
Base Bid + Add Alts	\$993,896.00
Contingency 10%	\$93,896.00
Bonds 2.5%	\$24,847.00
Total Project with Ad Alts	\$1,118,133.00

RECOMMENDATION:

Staff recommends reducing the project scope to the proposed design and reallocating any remaining project funding to the Community Park project to maximize resources, align with community priorities, and ensure the most efficient use of available funds.

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

The re-design was presented to Park Board November 20, 2026 as a report and presentation. The feedback from the board is summarized below.

Drainage-Board wanted to understand if these improvements would decrease run off to the surrounding streets. This design does include a bioswale that will slow water, but will not totally mitigate any issues. Public Works and Capital Engineering have been engaged to determine if there are other projects that would assist with mitigation

Washout of trails-the board discussed washing out of the proposed trail material. Staff reviewed the materials and are confident that the material will hold.

Signage-the board expressed the interpretive signage will be important to educate the public on what the naturalized areas are and the habitats they protect

Additional seating-One board member proposed additional seating using natural elements such as boulders

Path width-the board discussed widening the paths, but came to consensus that keeping the smaller width would limit off road use by ATV's and 4 wheelers

Color of plant material-the board wanted to ensure that the biodiversity will include lots of different colored vegetation for high contrast

Photography-Due to the scenic nature, one board member voiced the potential to add in designated photo areas to limit the trampling of plants and grasses and a potential ordinance to require permitted photography at the site, they also mentioned that we could see an uptick in people stealing plants and would need to monitor for budgeting and replacement purposes

REFERENCE: N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue:

Account Number(s):

Fund:

Account Description:

Procurement Method:

STAFF CONTACT:

Jen Basham, CPRE

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

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

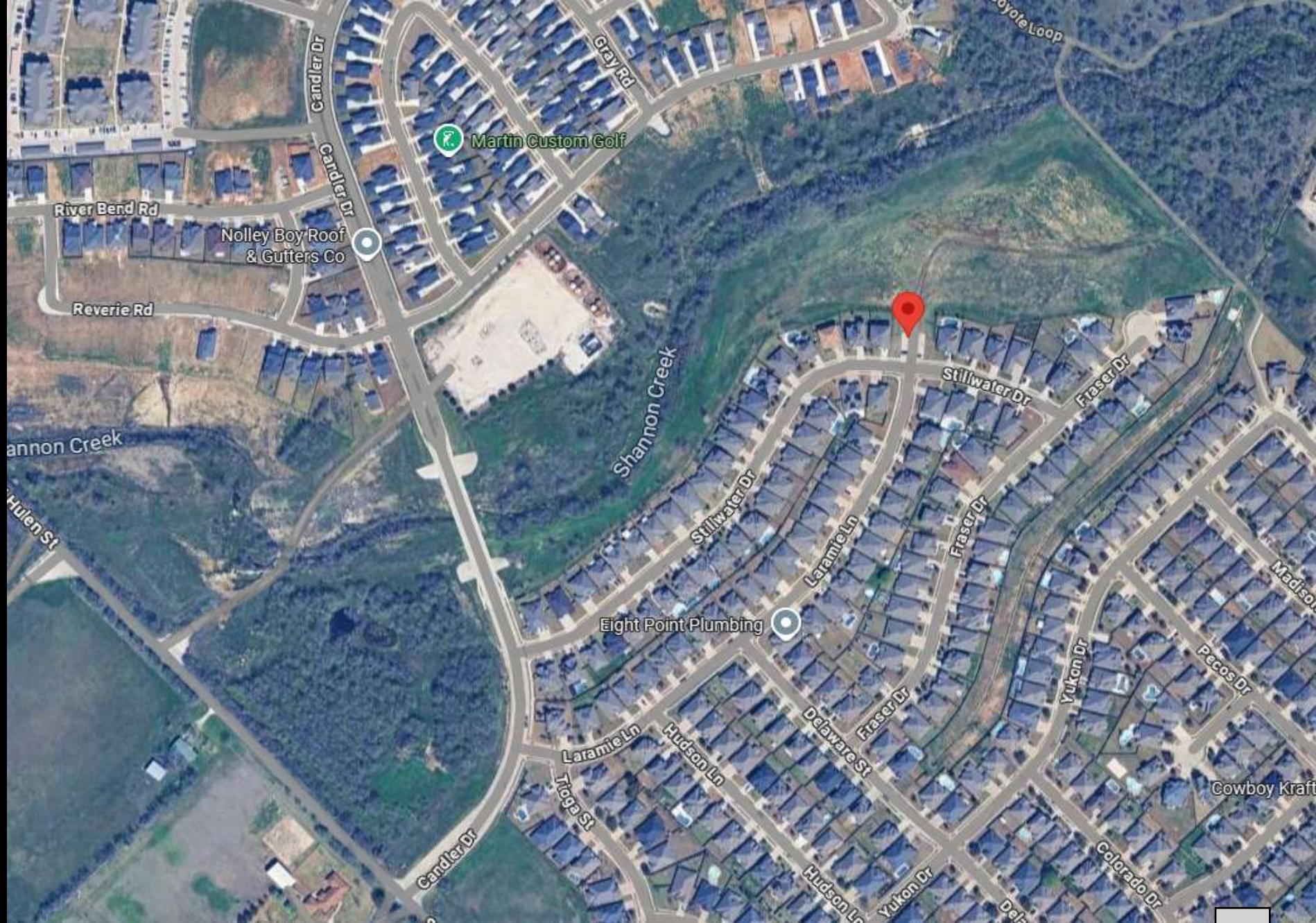
Shannon Creek Nature Park

CITY COUNCIL, FEBRUARY 2, 2026

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION



CURRENT SITE



Project Background

Shannon Creek is centrally located as part of our park system and creates linkages between multiple trails, parks, and open space. It is positioned to serve over 4,000 households within 1 mile.

- **Identified as a Priority:**
 - Listed as a priority project in the 2019 Parks and Recreation Master Plan.
- **Fall 2021 – Round 1 Public Engagement:**
 - 303 online survey responses + 28 in-person town hall attendees.
 - Community provided input on desired park features.
 - Council presentation held on Nov. 8, 2021, with support to move forward with design development.
- **February 7, 2022 – Design Contract Awarded:**
 - Council approved a design contract with Studio Outside.
- **Fall 2022 – Round 2 Public Engagement:**
 - 509 survey responses and 32 on-site participants.
 - Discussion focused on parking, screening, and park programming.
 - Input resulted in a phased design approach.
- **November 2022 – Council and Park Board Approval:**
 - Council approved the phased design. The Park Board unanimously supported the final concept and phasing plan.
- **Flood Study and Coordination:**
 - This project required extensive coordination to complete flood studies, addressing both current drainage challenges and future floodplain needs.
 - Council received ongoing design direction updates throughout the Capital Improvement Program discussions.
- **June 2025 – Final Design and Bidding:**
 - Staff finalized construction documents, incorporating updates to align with the Community Park project and avoid amenity duplication while ensuring equitable park access.
 - Project released for bid on June 6, 2025.
 - Six bids were received; all exceeded the allocated project budget.
 - Bids were formally rejected at the August 4, 2025, City Council Meeting, with Council directing staff to re-evaluate project scope in light of the Community Park addition and Park Board recommendations.



Project Overview

- **Location:** 1624 Stillwater Drive, Burleson, TX 76028
- **Size:** 14.86 acres
- **Total Project Budget:** \$1.8 million
- **Purpose:** Transform undeveloped land into a nature-based community park; Strengthen connectivity within the Burleson parks and trails network
- **Key Features:**
 - Natural surface trails and paved walkways
 - Wildflower areas and native tree plantings
 - Site furnishings and landscape enhancements
 - Integrated storm water management and drainage solutions



SHANNON CREEK NATURE PARK

BURLESON, TEXAS

2025.11.10

PROPOSED SCOPE REVISION



Imagery



Wakefield Heights Park

100% NATIVE PLANT PALETTE

11.5 ACRES OF RESTORED NATIVE PRAIRIE PROVIDES HEALTHY AND RESILIENT ECOSYSTEMS.



NATURE WALK

OFFERS IMMERSIVE EXPERIENCE THROUGH NATIVE HABITAT.

BOARDWALK

6' BOARDWALK SPANNING THE BIOSWALE FOR ACCESS AND VIEWS.



SCREENING TREES

SCREENING TREES: EASTERN RED CEDAR AND AMERICAN ELM FOR PRIVACY AND SHADE.

NATIVE PRAIRIE PLANTING

RESTORES NATIVE GRASSLAND HABITAT AND SUPPORTS WILDLIFE.





DRAINAGE FIELD SEED MIX

NATIVE GRASSES AND WILDFLOWERS HELP ABSORB RUNOFF AND PREVENT EROSION.

MIDWAY SEED MIX

NATIVE BLEND FOR PRAIRIE RESTORATION AND RESILIENCE.

BLACKLAND PRAIRIE SEED MIX

DESIGNED TO RESTORE TEXAS'S ENDANGERED BLACKLAND PRAIRIE ECOSYSTEMS.





BUTTERFLY GARDEN

SUPPORTS LOCAL POLLINATORS AND ENHANCES BIODIVERSITY.



POLLINATING FLOWERS

PROVIDE NECTAR AND COLOR FOR BEES, BUTTERFLIES, AND HUMMINGBIRDS.

BID ALTERNATE
POLINATOR GARDEN



100% NATIVE POLLINATOR GARDEN
SUPPORTS LOCAL POLLINATORS AND WILDLIFE.



BID ALTERNATE
POLINATOR GARDEN



BID ALTERNATE
POLINATOR GARDEN



BID ALTERNATE
POLINATOR GARDEN



OBSERVATION BENCH
OFFERS A QUIET PLACE TO REST AND ENJOY THE LANDSCAPE



NATIVE PLANTS LIKE MAXIMILIAN SUNFLOWER AND GREGG'S MISTFLOWER
ATTRACT AND PROVIDE HABITAT FOR POLLINATOR SPECIES



Park Board Feedback-Nov 20 and Jan 15

Drainage- Staff reviewed the site with Capital Engineering last spring and confirmed drainage is functioning as designed with positive flow; however, because the park is in a floodplain, it will flood during major rain events. The project includes a bioswale to slow water, and it will be cleaned out, replanted, and maintained as part of the improvements.

Trails- the board discussed washing out of the proposed trail material and whether it would wash out or be ADA compliant. With the binder in the decomposed granite the surface is ADA accessible, however it is maintenance heavy. This information was presented as an update at the January 15, 2026 park board meeting and the board provided feedback that they would prefer natural cut in trails.

Alternative trail materials include:

- Cut in compacted dirt trails (these would be considered natural trails and not be required for review under ADA)
- Concrete trails (this material would be ADA compliant; however it would place the project over budget, strategic areas could be completed in concrete within budget to make improved amenities such as the butterfly garden accessible)

Signage-the board expressed the interpretive signage will be important to educate the public on what the naturalized areas are and the habitats they protect

Additional seating-One board member proposed additional seating using natural elements such as boulders

Path width-the board discussed widening the paths, but came to consensus that keeping the smaller width would limit off road use by ATV's and 4 wheelers

Color of plant material-the board wanted to ensure that the biodiversity will include lots of different colored vegetation for high contrast

Photography-Due to the scenic nature, one board member voiced the potential to add in designated photo areas to limit the trampling of plants and grasses and a potential ordinance to require permitted photography at the site, they also mentioned that we could see an uptick in people stealing plants and would need to monitor for budgeting and replacement purposes

Updated Cost Estimate-Base Bid

An updated cost estimate for the project places the base project at: \$655,870.50

Add Alts are estimated at: \$410,900

- Parking lot light pole
- Low Boardwalk Crossing x2
- Gabion Filter at Parking Area
- Butterfly Garden

Total Project with Ad Alts is estimated at: \$1,118,133

Current Budget in CIP: \$1,800,000

Net Difference: \$681,867



NEXT STEPS:

Bid Project (if approved)

- *Tentative Date:* February – March 2026
- Revised project scope to be released for competitive bidding.

Award Construction Contract (City Council)

- *Target Date:* April 2026
- Council consideration and approval of the construction contract award.

Project Start

- *Estimated Start Date:* May – June 2026
- Construction anticipated to begin following contract execution and pre-construction coordination.



FEEDBACK

Staff recommends reducing the project scope to the proposed design and reallocating any remaining project funding to the Community Park project to maximize resources, align with current community priorities, and ensure the most efficient use of available funds.




City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: February 2, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the proposed budget for Sports Facilities Management (SFM) to operate Chisenhall Sports Complex (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Great Place to Live Through Expanded Quality of Life Amenities</p>	4.1.2 5 Year Capital Plan Implementation

SUMMARY:

Sports Facilities Companies (SFC) assumed day-to-day management of Chisenhall Fields with initial projections informed by industry benchmarks, market comparables, and pre-operational planning assumptions. Now that SFC has been operating the facility and receiving strong market response, including positive customer feedback and increased tournament interest. SFC is presenting an updated annual operating budget that reflects:

1. Refined staffing structure (including operational coverage and service level needs based on actual facility utilization);
2. Higher confidence in revenue forecasts due to executed bookings and concessions performance; and
3. A more complete and transparent presentation of wages, taxes/benefits, operating expenses, and cost of goods sold (COGS).

This agenda item is intended to maintain transparency by clearly showing what was originally presented in the pro forma versus what is now being recommended based on real-world operations.

On October 20, 2025, City Council approved funding actions related to Chisenhall Fields, including:

- \$1,947,124 for creation of the Chisenhall Fund; and
- \$967,496 representing the 4B subsidy to the Chisenhall Fund.

The Council attachment from October 20 also included:

- Page 8: Breakdown of approximately \$1.9M in cost categories (startup costs and Year 1 operating expenses)
- Page 26+: Pro forma
- Page 30: Startup cost detail
- Page 32: SFC five-year projection summary

At the time, the pro forma served as the best available planning tool; however, SFC emphasized that projections would be refined once operations began and staffing, tournament patterns, concessions purchasing, and expenses could be validated through actual performance.

Original Pro Forma Wage & Salary Expense: \$665,161

SFC has identified that the original pro forma wage and salary line item appears to be incomplete compared to the more detailed staffing schedule presented in the October 20 Council attachment (Page 48 of the attachment / Page 19 of the full pro forma). Specifically, certain staffing positions and cost layers (such as full coverage needs and/or employer burden items) appear not fully captured in the summary wage line.

Updated SFC Anticipated Wage & Salary Expense (Year 1 Budget): \$771,443 (direct payroll)
Additionally, when payroll taxes/benefits/incentives are included, the total personnel cost becomes:

- Total Payroll (Salary + Hourly): \$771,443
- Payroll Taxes/Benefits/Incentive: \$151,518
- Total Personnel Cost (All-In): \$922,961

SFC has noted that early hiring occurred in phases due to start-up ramp-up and vacant positions, meaning payroll in the earliest months reflects partial staffing. The Year 1 budget figure above represents a full-year operational staffing level necessary to deliver customer service standards and execute tournament operations at the volume currently being realized. Quarter 1 Actual Performance Update (Oct–Dec)

SFC's first quarter of operations produced strong market signals and meaningful concessions performance. Quarter 1 reflects early operational ramp-up, and Council should view it as the first benchmark for updating projections.

Year 1 Payroll Breakout (as presented):

- Manager Base Salaries: \$365,153
- Manager Taxes/Benefits/Incentive: \$91,288
- Hourly Direct Payroll: \$406,290
- Hourly Taxes/Benefits: \$60,230

Q1 Actual Summary:

- Revenue: \$148,648
- COGS: \$38,673
- Operating Expenses: \$197,850
- Net Operating Income (NOI): (\$87,875)

Tournament Bookings (Q1 Actual): 11 tournaments

Concessions Performance (Q1 Actual):

- Concession Revenue: \$81,573
- Concession COGS (non-payroll): \$26,455
- Concession Gross Profit (non-payroll): \$55,118

Projected Revenues & Expenses – Updated Forecast by Quarter

Based on contracted bookings, scheduling activity, and operational learning from Q1, SFC's current projection includes quarter-by-quarter estimates for Council review.

A) Revenue / Expense Forecast by Quarter

Q2 Forecast (Jan–Mar)

- Revenue: \$197,176
- COGS: \$73,909
- Expenses: \$332,733
- NOI: (\$209,466)

Q3 Forecast (Apr–Jun)

- Revenue: \$681,588
- COGS: \$244,980
- Expenses: \$410,014
- NOI: \$26,594

Q4 Forecast (Jul–Sep)

- Revenue: \$535,188
- COGS: \$190,272
- Expenses: \$399,122
- NOI: (\$54,206)

B) Full-Year Projection (All Quarters Combined)

- Projected Annual Revenue: \$1,562,600
- Projected Annual COGS: \$547,834
- Projected Annual Expenses: \$1,339,719
- Projected Annual NOI: (\$324,953)

SFC has packaged tournament and concessions expectations alongside financial projections to give Council visibility into the operational drivers behind the updated budget.

Projected Tournament Bookings:

- Q1 Actual: 11
- Q2 Forecast: 3
- Q3 Forecast: 13
- Q4 Forecast: 12
- Total Annual Tournament Events: 39

Projected Concessions Revenue by Quarter:

- Q1 Actual: \$81,573
- Q2 Forecast: \$106,288

- Q3 Forecast: \$364,763
- Q4 Forecast: \$279,013

Projected Concessions COGS (non-payroll):

- Q1 Actual: \$26,455
- Q2 Forecast: \$69,255
- Q3 Forecast: \$138,610
- Q4 Forecast: \$106,025

RECOMMENDATION:

Staff recommends approval as presented.

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

Council approved the management contract on October 6, 2025.

REFERENCE: N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue:

Account Number(s):

Fund:

Account Description:

Procurement Method:

STAFF CONTACT:

Jen Basham, CPRE

Director of Parks and Recreation

jbasham@burlesontx.com

817-426-9201

Chisenhall Fields: Annual Operating Budget Update

CITY COUNCIL, FEBRUARY 2, 2025

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

Background

Council provided direction to pursue the possibility of third-party management of Chisenhall Sports Complex

The RFP was issued January 31, 2025

The RFP closed March 26, 2025

The City received 3 respondents for management services and interviewed 2 companies the week of April 7, 2025

Staff is recommended proceeding with Sports Facilities Companies as our firm

The SFC model allows for the City to retain control of the complex

The City entered into a due diligence contract in the amount of \$45,000 to determine the feasibility of the project that will be included in the mid-year budget adjustments

Over the past month staff has worked with SFC and BYA to determine the feasibility of entering into an agreement

Staff presented the proposal to City Council on August 18 and received a recommendation to proceed with SFC

Council approved the contract with SFM to manage Chisenhall on October 6.





Presentation Purpose

The purpose of this presentation is to provide City Council with an update on first-quarter (Q1) performance and revised budget projections for the remainder of the fiscal year.

Update includes:

- Summary of key operational results
- Program performance metrics
- An overview of projected revenues and expenditures.

Key Goal:

Offer transparency into current performance, highlight trends and variances, and support informed discussion.



Revised Budget

	Pro Forma	Year 1 Budget	\$ Pro Forma vs Year 1 Budget
Revenue	\$979,628	\$1,492,975	\$513,347
Cost of Goods Sold	\$357,972	\$540,674	\$182,702
Total Operating Expenses	\$1,151,412	\$1,374,773	\$223,361
EBITDA	-\$529,757	-\$422,472	\$107,285

- **Tournament Fees and Field Rentals:** The Year One budget projects revenues of **\$636,413**, compared to the approved pro forma of **\$434,173**, representing an increase of **\$201,240**, or **46%**, above the pro forma.
- **Concessions Revenue:** The Year One budget projects concessions revenue of **\$777,563**, compared to the pro forma estimate of **\$447,140**, representing an increase of **\$330,423**, or **73%**, above the pro forma.



Quarterly Review

Includes: Q1 Performance Snapshot (Actuals)

	Q1 Actual (Oct-Dec)	Q2 Budget / Forecast (Jan-Mar)	Q3 Budget / Forecast (Apr-June)	Q4 Budget / Forecast (Jul-Sep)
Revenue	\$148,648	\$197,176	\$681,588	\$535,188
COGS	\$38,673	\$73,909	\$244,980	\$190,272
Expenses	\$197,850	\$332,733	\$410,014	\$399,122
NOI	-\$87,875	-\$209,466	\$26,594	-\$54,206
Concession Revenue	\$81,573	\$106,288	\$364,763	\$279,013
Concession COGS Non Payroll	\$26,455	\$69,255	\$138,610	\$106,025
Concession Gross Profit (non payroll)	\$55,118	\$37,033	\$226,153	\$172,988
Current Tournaments Schedule (ALL)	11	3	13	12

Projected tournaments in pro-forma: 28
Forecast now: 39



Council Approved Budget

Council Approved Funding Framework:

Approved budget amendments:

\$1,947,124 creation of Chisenhall Fund

\$967,496 4B subsidy into Chisenhall Fund

Pro forma was a planning model using:

Market comparables

Industry benchmarks

Startup-stage assumptions

***Operating projections were expected to evolve after launch.**

Contributions to Cost:

Payroll increase:

Primarily due to projected revenue above pro forma

Full coverage

Tournament readiness

Guest services expectations

Consideration:

Additional tournament bookings require additional staffing.



Staffing: The Main Cost Driver

Pro Forma vs Proposed Budget

	Year 1 Budget	Year 1 Pro Forma	Year 1 Forecast vs Pro Forma
Salary Mgrs - Base Salaries	\$365,153	\$375,000	-\$9,847
Salary Mgrs Taxes/Benefits/Incentive	\$91,288	\$86,250	\$5,038
Total Projected Base Salaries	\$456,441	\$461,250	-\$4,809
ALL Hourly Staff Direct Payroll	\$406,290	\$257,126	\$149,165
ALL Hourly Staff Taxes/Benefits	\$60,230	\$25,713	\$34,517
Total ALL Hourly Staff Payroll	\$466,520	\$282,838	\$183,682
Total Total Payroll (Salary & Hourly)	\$771,443	\$632,126	\$139,318
Total Total Payroll Taxes/Benefits/Incentive	\$151,518	\$111,963	\$39,555
Total Total Payroll ALL In	\$922,961	\$744,088	\$178,873

Key Consideration:

*The \$922k represents Fiscal Year 2026 Forecast
Payroll was phased month-to-month due to hiring timing/vacancies
This is the most accurate "true operating year" budget
Additional wages are increased for additional part-time staffing*

Council Decision + Next Steps

Council Action Requested

- Tonight: Provide feedback
- Budget Amendment and SFC Wages will be presented to 4B and Council for approval on February 20, 2026
- * Future budget considerations will be presented through the annual budget process

City Council Regular Meeting

DEPARTMENT: Fire/EMS


FROM: Casey Davis, Fire Chief

MEETING: February 2, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on overtime utilization in the Fire/EMS Department. *(Staff Contact: Casey Davis, Fire Chief)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 Beautiful, Safe, & Vibrant Community	3.3 Enhance emergency response services 3.4 Ensure public safety equipment and personnel needs are being met

SUMMARY:

Provide the City Council with a clear view of overtime utilization in the Fire/EMS Department including current challenges and opportunities for improvement, staffing impacts and forecast of overtime trends through 2026. The discussion includes hard and soft overtime, minimum-staffing requirements, and budget implications.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Casey Davis
Fire Chief
Cdavis@burlesontx.com
817-426-9173



FIRE/EMS OVERTIME REPORT

PRESENTED TO CITY COUNCIL

FEBRUARY 2, 2026

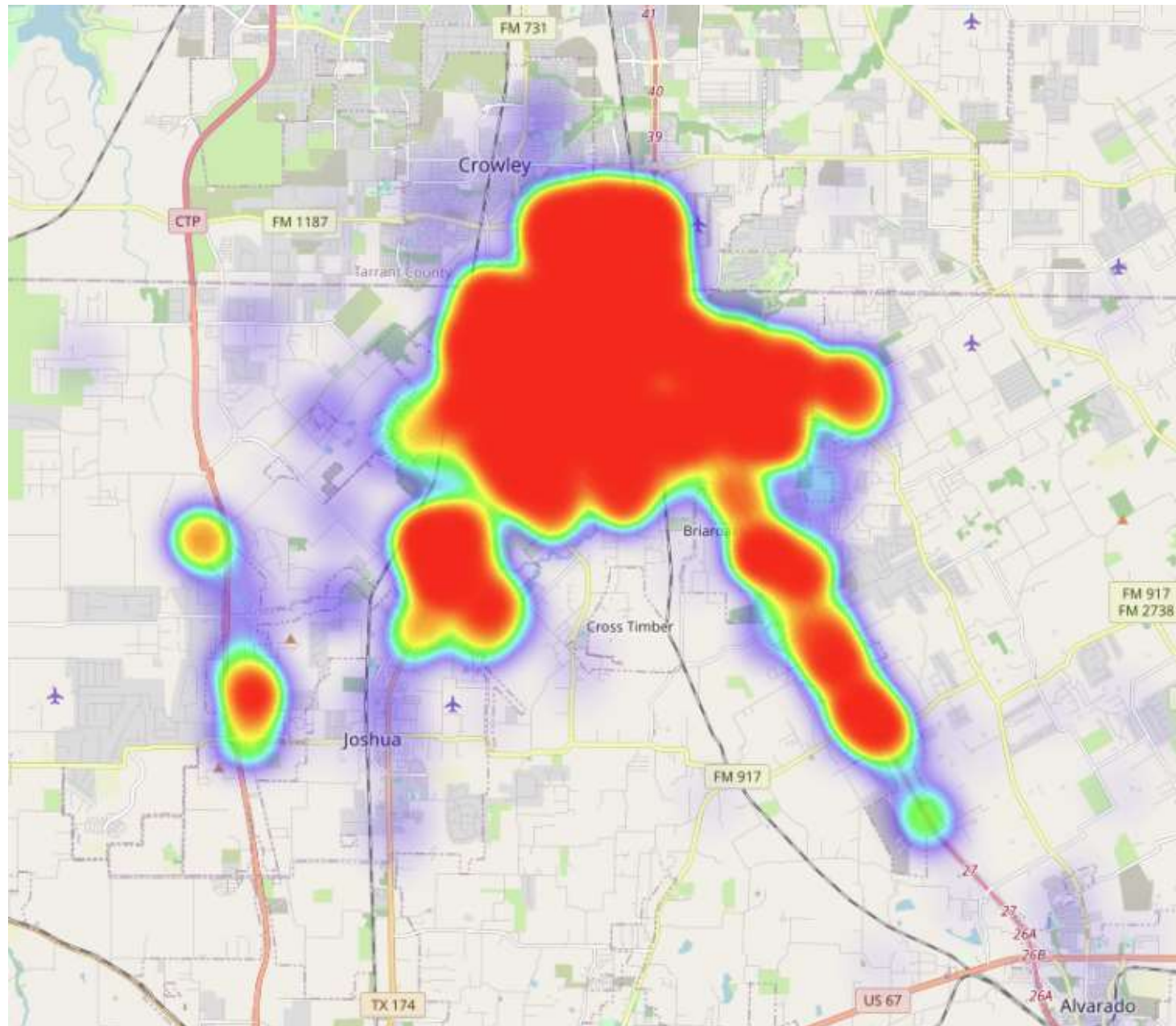
Presentation Overview

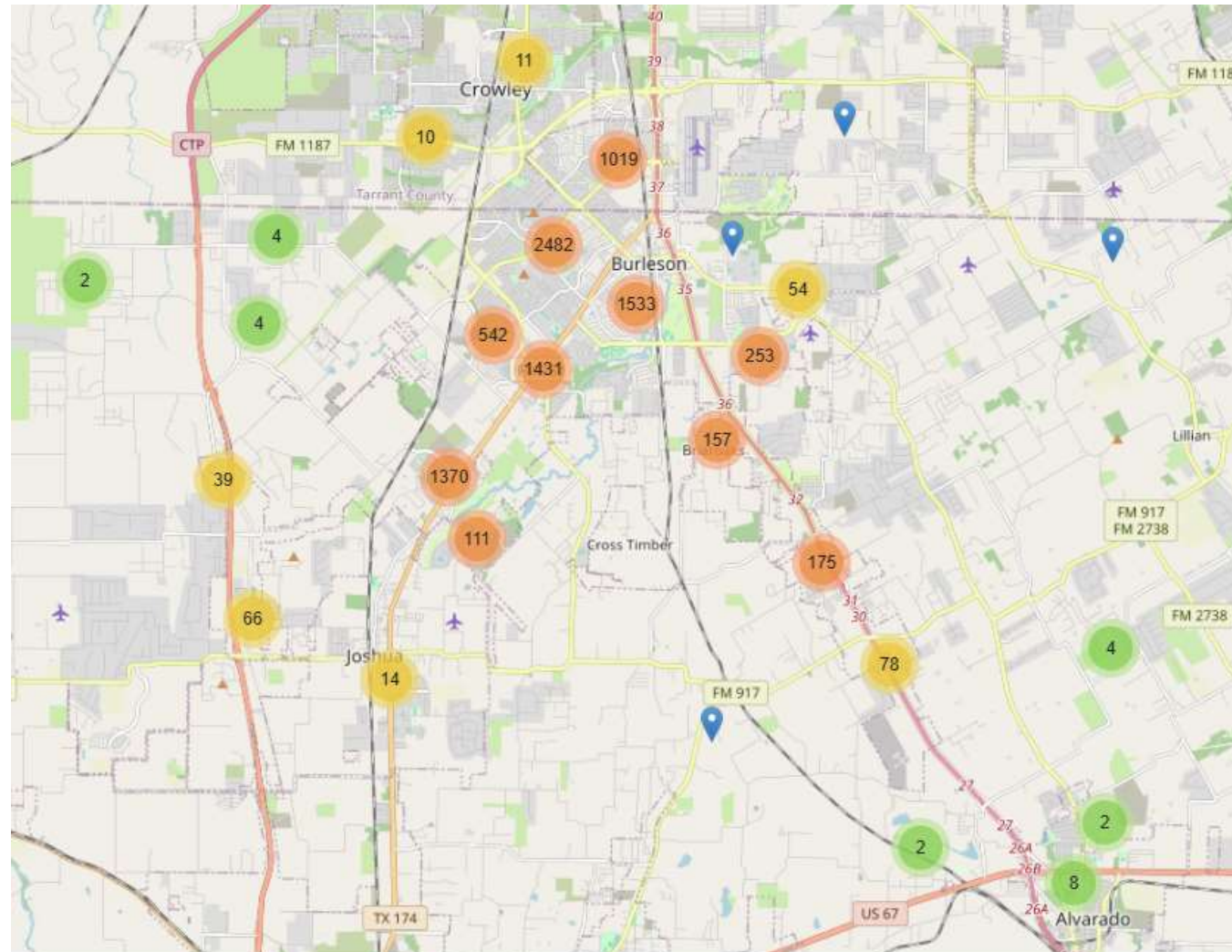
Fire/EMS Overtime & Staffing

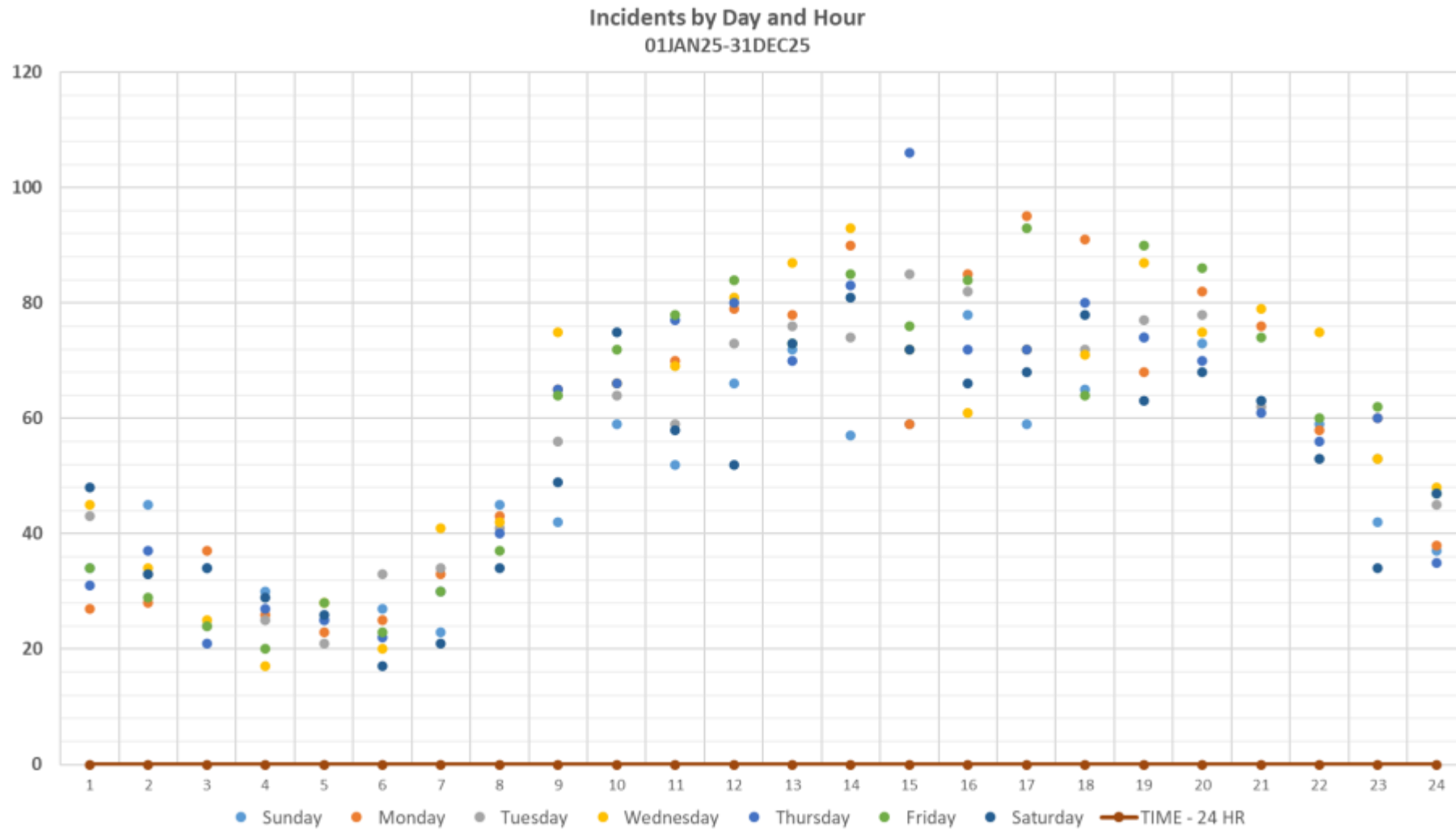
- **Presented to Public Safety & Court Committee on 1/7/26**
 - Requested additional analytics, heat map visualization, and context on operational need
- **Minimum Staffing Requirements:**
 - 17 personnel daily (baseline operations)
 - 19 personnel when Peak (4th) Ambulance is deployed during high-demand periods
- **Operational Demand Profile (Heat Map):**
 - Highest call volume consistently occurs between 08:00 – 22:00
 - Directly supports deployment of a Peak Ambulance during peak demand windows
 - Reduces response times, improves unit availability, and lowers sustained UHU pressure
- **Sustained Overtime Utilization (Since July 2025):**
 - Driven by un-scheduled leave, retirements, and personnel transitions
 - Impacts ability to maintain minimum staffing without mandatory overtime
 - Unscheduled leave levels are unprecedented, causing consistent strain on operations
- **Purpose of Today's Briefing:**
 - Provide Council an operational picture of why overtime is occurring
 - Demonstrate minimum staffing, demand patterns, and deployment strategies
 - Discuss - budget implications, and continued administrative oversight of overtime

Call Volume Heat Map

- 9,391 Calls for service
- Up 3% over 2024
- Peak Ambulance will help with UHU









Overtime Challenges

- The department has experienced a sustained and exceptional increase in overtime utilization beginning July 2025.
- This trend is driven by a convergence of un-scheduled leave , retirements, and personnel transitions.
- These staffing disruptions have placed significant operational strain on remaining personnel and required consistent overtime to maintain service levels.
- The impact has been compounded by scheduled and unscheduled leave, training demands, and minimum staffing requirements.



Strengthening Workforce & Hiring Strategy

- Improved morale through intentional leadership, recognition, and investment in personnel.
- Expanded training programs, including officer leadership and management development.
- Texas Work Force Commission awarded a training grant exceeding \$80,000, supporting paramedic school for six personnel and additional professional development initiatives.
- Appointed Assistant Chiefs to lead professional standards, succession planning, and structured training plan.
- Launched a new hiring plan focused on cultural fit and core values: People First, Integrity, Duty, Trust, and Honor.
- Attracted over 300 applicants in the latest hiring cycle—prioritizing character and alignment with department mission.
- Established a continuous eligibility list to accelerate hiring in response to attrition.

Training Standards Organizations Annual Training Requirements

Training Standards Organizations	Minimum Annual Hours Per Firefighter	Average Monthly Hours Per Firefighter
ISO	234 Hours	19.5 Hours
Texas Commission on Fire Protection	18 Hours (already included within ISO minimum)	Included in ISO
Texas Department of State Health Services	36 Hours	3 Hours
Total	270 Hours	22.5 Hours



Fire/EMS Overtime

Types of Overtime

Overtime Types:

- Regular Overtime
- Special Event Overtime
- 48/96 Overtime
- Hard Time
 - ✓ Regular Scheduled Shift (Time in the Station or Truck)
- Soft Time
 - ✓ Unscheduled time, vacation, training, etc., (Overtime or Time Paid Away from the Station and Truck)



Overtime Drivers

- Operations
- Training
- Scheduled Leave Benefits
- Un-Scheduled Leave Benefits
- Special Event Operations
- Deployments
- Administrative Business Needs



DATA-DRIVEN PROCESS IMPROVEMENT

LEVERAGING ANALYTICS
FOR BETTER RESULTS

Overtime Analytics

Financial and Operational Measures:

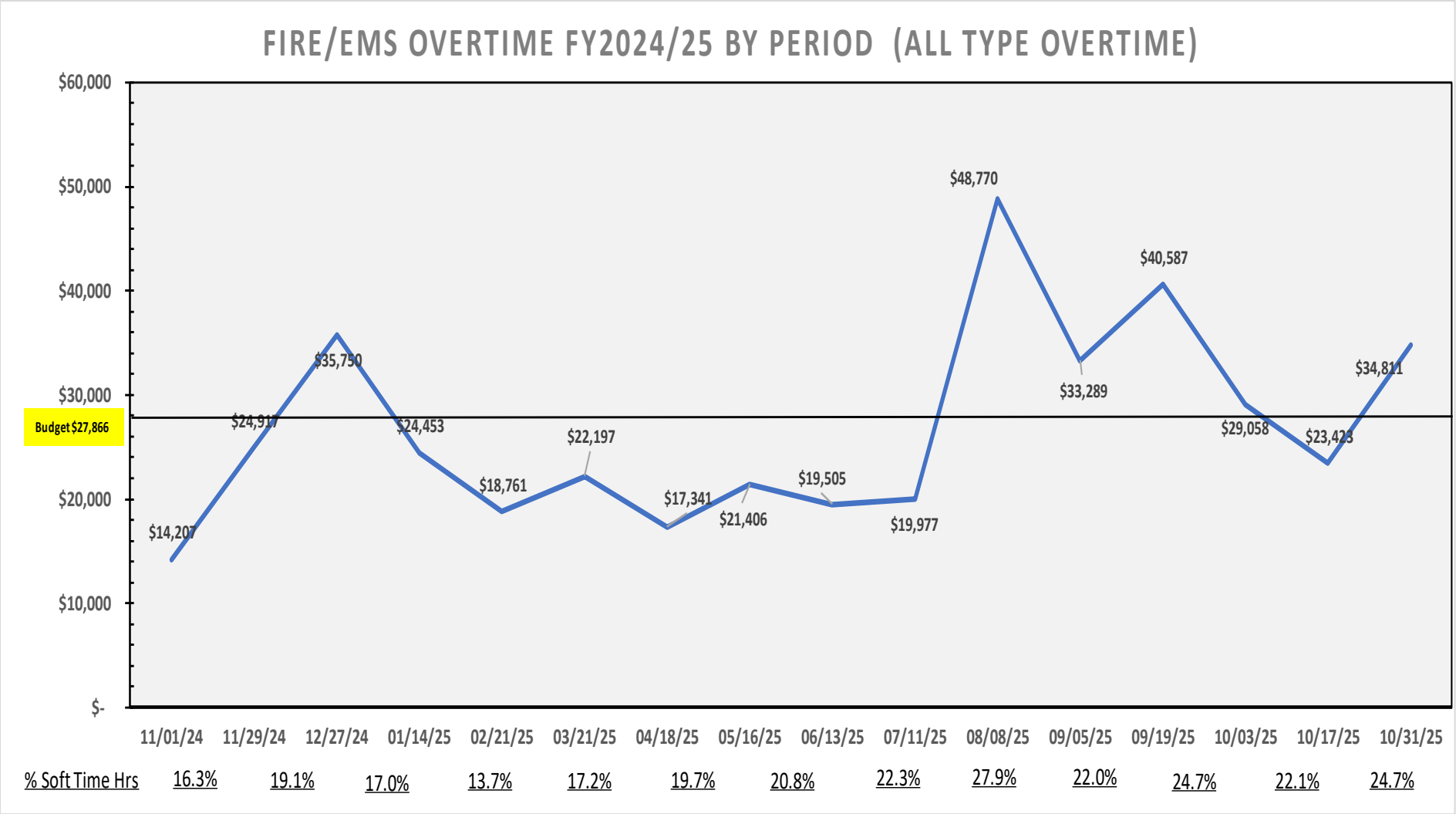
- Overtime Paid by Period
- Projected Overtime
- Salary Savings
- Scheduled Time at the Station/Truck (Hard Time)
- Time Away from the Station/Truck/OT (Soft Time)
- Organizational Headcount and Changes

Current Staffing Conditions

Category	A Shift	B Shift	C Shift	Avg.
Current Operations FTE Count	22	22	22	22.00
Minimum Daily staffing	17	17	17	17.00
Vacancies	1	3	2	2.00
Long Term Un-Scheduled Leave	2	1	1	1.33
Daily Scheduled Leave	2.5	2.5	2.5	2.50
Training / Un-Scheduled Leave	1	1	1	1.00
Overtime Variance	1.5	2.5	1.5	1.83
FY2026 Budget Additional (4th Peak Ambulance) (3 of 7 FTE)	1	1	1	1.00
Peak Ambulance Overtime	1	1	1	1.00
Staffing Deficit	2.5	3.5	2.5	2.83



- % Soft Time Hours = hours not worked in station. Hours paid for training, vacation, FMLA, holiday etc.
- % Soft Time generated from Slate operations database
- Period Overtime generated from Munis Financials

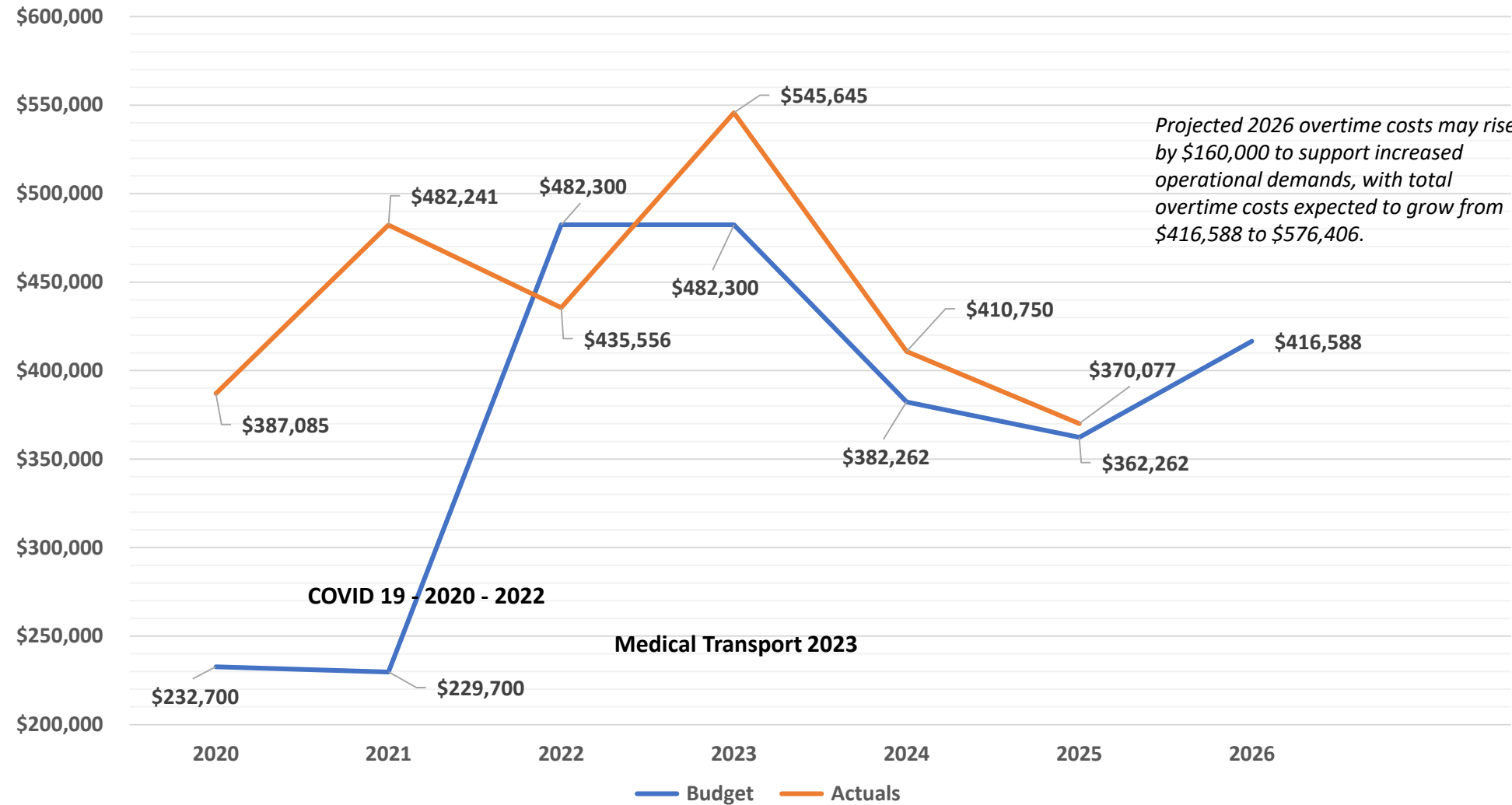




All Fire & EMS Over Time Type Hours

- Regular Overtime
- 48/96
- Special Events
- 2026 Budget Increased – 4th Ambulance \$46,511
- 2026 Projected Adjustment - Un-Scheduled Leave \$2,131 per Head/Month = \$150,000
- Salary Savings:
- 5/5 Months @ 62,908 = (\$314,540)

Historical Overtime (All Types)



Next Steps & Ongoing Oversight

The Fire Administration will continue to closely monitor overtime expenditures in collaboration with the City Manager's Office. We will refine budget projections as needed and evaluate the necessity of future budget adjustment requests. Updates will be provided to Council as appropriate to ensure transparency and alignment with operational needs.



Questions or Comments?

City Council Regular Meeting

DEPARTMENT: Fire/EMS


FROM: Casey Davis, Fire Chief

MEETING: February 2, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on ISO Class 1 resurvey. (*Staff Contact: Casey Davis, Fire Chief*)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 Beautiful, Safe, & Vibrant Community	3.3 Enhance emergency response services 3.4 Ensure public safety equipment and personnel needs are being met

SUMMARY:

The City Council will receive a report on the upcoming ISO Class 1 resurvey and discuss the department's current readiness, risk areas, and the actions underway to maintain Burleson's Class 1 standing. This report will outline the ISO evaluation process, identify key components such as training, water supply, emergency communications, and community risk reduction, and highlight both strengths and areas requiring continued improvement.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Casey Davis
Fire Chief
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817-426-9173



Preparing for the Insurance Service Office (ISO) Class 1 Resurvey

PRESENTED TO: CITY COUNCIL

FEBRUARY 2, 2026

DISCUSSION OVERVIEW – ISO RESURVEY

- Presented to Public Safety & Court Committee on 1-7-26
- Operational demand has changed since our 2017 ISO Class 1 rating
- Call volume growth & heat map show increased call volume and specifically peak daytime activity
- Fire assembly coverage required 24/7 despite EMS peak times
- ISO training requirements and performance standards drive readiness and compliance
- Continued focus on UHU and data-driven deployment

Burleson Fire ISO History

- Achieved ISO Class 1/1Y in 2017 – among fewer than 1% of U.S. fire departments
- City Departments: Fire, Public Safety Communications (ECC), Public Works (Water), & GIS
- Automatic Aid & Mutual Aid Fire Departments
- Continuous improvement through equipment, staffing, and technology investments
- 2026: Scheduled for resurvey to maintain Class 1

How Texas Oversees the Process

- In Texas, the Texas Department of Insurance (TDI) oversees the PPC program and reviews and approves the final classification for each community.
- TDI acts as the state regulatory authority to ensure:
 - The ISO evaluation follows Texas standards
 - The community's classification is accurate
 - The rating is communicated appropriately to insurers

What is ISO?

- ISO = Insurance Services Office
- Evaluates community fire protection capabilities using the Fire Suppression Rating Schedule (FSRS)
- Scored on a 0–105.5 point system: Class 1: 90 – 105.5 points
- Class 1 = Exemplary fire protection
- Class 10 = Does not meet minimum standards
- Survey conducted every 5 years
 - Previously was conducted every 10 years

ISO Class 1/1Y

What does 1/1Y mean?

- “Y,” applies to properties within five road miles of a fire station but more than 1,000 feet from a creditable water supply.
- Y = **Class 8B**: Is an exception for areas that have a superior fire protection system but lack the **Fire Suppression Rating Schedule (FSRS)** minimum water criteria.

Fire Suppression Rating Schedule (FSRS)

To earn an ISO Class 1, a community must score 90 points or more out of a possible 105.5 on the Fire Suppression Rating Schedule (FSRS).

ISO Scoring Summary

- **Class 1: 90 – 105.5 points**
- **Class 2: 80 – 89.99 points**
- **Class 3: 70 – 79.99 points**
- **Class 4: 60 – 69.99 points**
- **Class 5: 50 – 59.99 points**
- And so on down to Class 10 – Does not minimum criteria for fire protection.

ISO Evaluation Components

ISO evaluates four key categories (per FSRs):

- **Emergency Communications (10%)**
 - ECC performance: call processing times, dispatch reliability, redundancy
- **Fire Department (50%)**
 - Staffing, apparatus, training, operations, testing programs
- **Water Supply (40%)**
 - Hydrant distribution, flow testing, maintenance, system reliability
- **Community Risk Reduction (up to 5.5 bonus points)**
 - Prevention, public education, fire investigation, plan review

Community Benefits of ISO Class 1

- May lower insurance premiums for residents and businesses
- Increased property values and economic development appeal
- Demonstrates high reliability and professionalism in emergency fire response
- Encourages continuous improvement and inter-departmental coordination
- Follows best practices for fire response modeling

Strength Areas for Burleson Fire/EMS

- Consistent response times and staffing coverage
- Strong apparatus fleet and testing programs (pump, hose, ladder)
- Excellent collaboration with ECC and Public Works (hydrant testing, flow data)
- Well-developed Community Risk Reduction and prevention programs
- Strong partnerships with Automatic Aid partners

ISO Annual Training Requirements

Training Category	Hours Requirement for max credit	Personnel
Hours of training at training facility	18 hours/annually	Each member of the department
Company Training	16 hours monthly	Each member of the department
Officer Training	Certification & 12 hours annually	Each officer
Existing Driver/Operator Training	12 hours annually	Existing drivers/operators
New Driver/Operator Training	60 hours - or certification	New drivers/operators
Haz-mat Training	6 hours annually	Each member of the department
Recruit Training	240 hours	New recruits

Training Standards Organizations Annual Training Requirements

Training Standards Organizations	Minimum Annual Hours Per Firefighter	Average Monthly Hours Per Firefighter
ISO	234 Hours	19.5 Hours
Texas Commission on Fire Protection	18 Hours (already included within ISO minimum)	Included in ISO
Texas Department of State Health Services	36 Hours	3 Hours
Total	270 Hours	22.5 Hours

Ongoing Enhancements Supporting ISO Readiness

Strengthening Training & Documentation

- Implementing an ISO-aligned annual training plan
- Building structured tracking and verification processes in Target Solutions
- Increasing hands-on and company-level drills to meet FSRS requirements

Fire–Communications Collaboration

- Working closely with Public Safety Communications to develop Fire Nature Guides, ensuring a unified and optimized dispatch process between Fire/EMS and ECC

Ongoing Enhancements Supporting ISO Readiness (Continued)

Professional Development & Leadership Standards

- Pursuing Texas Fire Chiefs Best Practices Recognition
- Sending Company Officers, Battalion Chiefs, and Chief Officers to Texas Fire Chief Academy programs to strengthen leadership and compliance with ISO and state standards

Data-Driven Operational Readiness

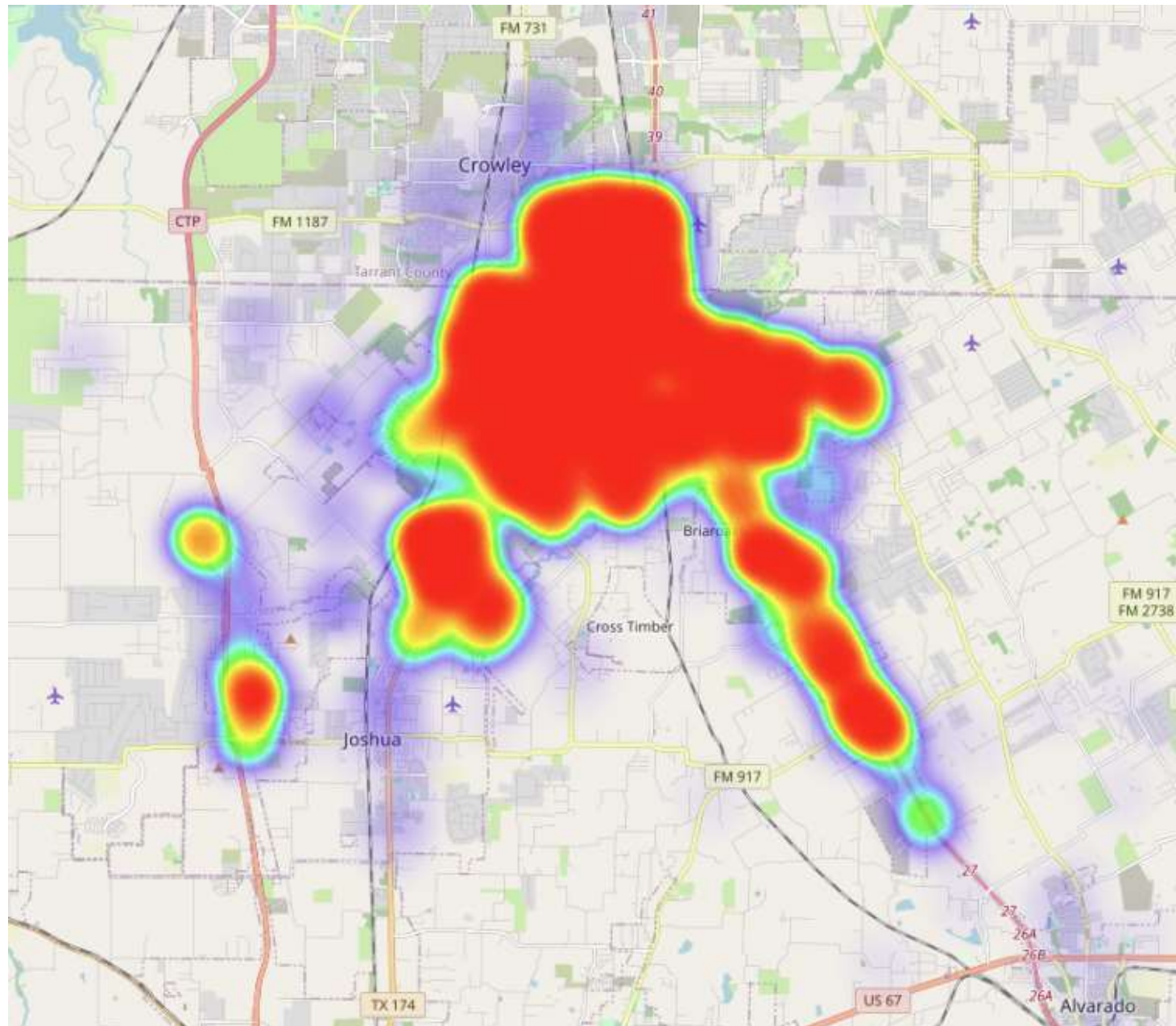
- Monitoring assembly benchmarks, turnout times, and performance trends
- Evaluating unit-hour utilization to support accurate, needs-based staffing and deployment decisions

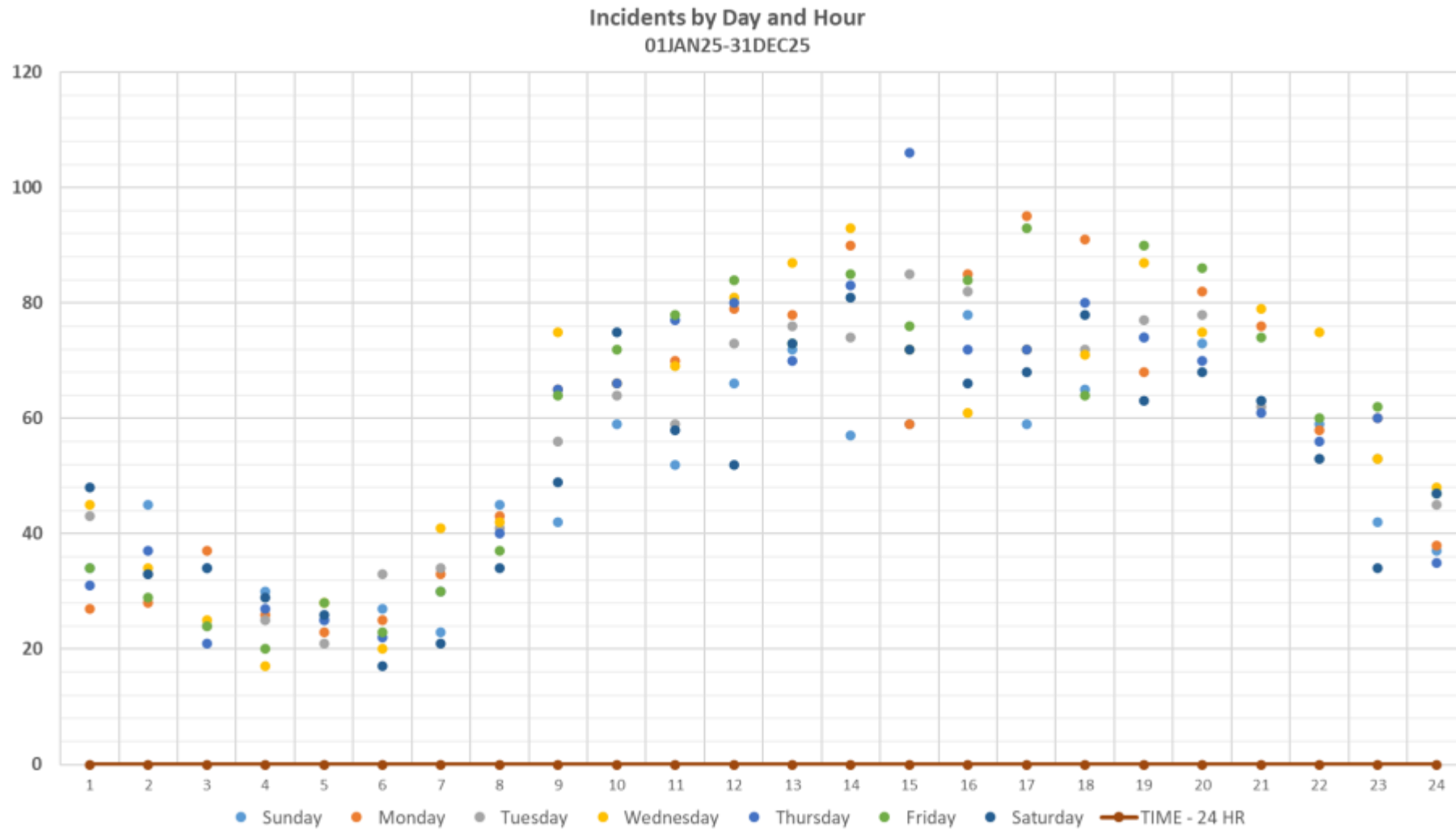
Operational Areas Relevant to ISO Evaluation

- These elements may play a role in the upcoming ISO evaluation. We are preparing a structured self-review to determine our current status and guide continued improvements already underway.
 - The department continues to experience significant growth in service demand, with call volume rising approximately 19% annually since 2020.
 - Training consistency has been an identified area for improvement; over the past two years, we have been strengthening frequency, structure, accountability, and documentation to ensure alignment with ISO expectations.
 - We have been modernizing and improving our records management processes to better capture and validate the work our personnel already perform.

Call Volume Heat Map

- 9,391 Calls for service
- Up 3% over 2024
- Peak Ambulance will help with UHU







Our ISO Class 1 rating isn't just about numbers — it represents our integrity, our duty to protect, the trust we earn from our community, and the honor of serving Burleson.



Questions/
Comments?
