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

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

1. **CALL TO ORDER**

Invocation - Summer Garcia, President of Next Step Womens Ministry

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

- A Proclamation recognizing April 14-April 20, 2024 as "National Volunteer Week" in the City of Burleson. *(Recipient: Parks and Recreation Department and Volunteers)*

- A Proclamation recognizing April 15 - April 19, 2024 as "Work Zone Awareness Week" in the City of Burleson. *(Recipient: Errick Thompson, Director of Public Works)*

- A Proclamation recognizing April 26, 2024 as "Arbor Day" in the City of Burleson. *(Recipient: Jessica Martinez, Recreation Manager for Parks and Recreation)*

B. Presentations

-Receive a report to recognize the selected Employee of the Quarter for the 1st quarter of 2024. *(Staff Contact: Wanda Bullard, Assistant Director of Human Resources)*

C. Community Interest Items

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

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

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

#### 4. **CITIZENS APPEARANCES**

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

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

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

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

#### 5. **CONSENT AGENDA**

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

- A. Consider approval of the minutes from the April 1, 2024 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of a community facilities contract with Joe Usher for City cash participation for the construction of approximately 135 feet of six-foot wide sidewalk in an amount not to exceed \$6,435.40 and authorize the City Manager to execute the contract on behalf of the City. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*
- C. Consider approval of a minute order rejecting all competitive sealed proposals for the construction of the Burluson Westside Lift Station, force main, and gravity sewer improvements for the Hooper Business Park and surrounding area. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*
- D. Consider approval of ordinance amending Burluson Code of Ordinances, Chapter 70, "Streets, Sidewalks, and Other Public Places". (Final Reading) *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)*
- E. Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 218 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burluson, Johnson County, Texas. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*
- F. Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of



land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)

- G. Consider approval of a resolution accepting the Public Utility Commission's 2024 maximum access lines rates increase. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)
- H. Consider approval of an order appointing Presiding Judge and Alternate Judge of the Early Voting Ballot Board for the May 4, 2024, General Election. (Staff Contact: Amanda Campos, City Secretary)
- I. Consider approval of an amended employment agreement with Amanda Campos to act as City Secretary. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)

## **6. DEVELOPMENT APPLICATIONS**

- A. Craftmasters at FM 1902 & CR 1019 (Case 23-308): Hold a public hearing and consider approval of an ordinance for a zoning change request from "PD", Planned Development to "PD" Planned Development for a commercial trade school. (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)
- B. 314 NE Wilshire Blvd (Case 23-398): Hold a public hearing and consider approval of an ordinance for a zoning change request from "C" Commercial to "C" Commercial with an "SUP" Specific Use Permit allowing for an Auto repair garage located in the Old Town Overlay District for Team Hoover Automotive. (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)
- C. Lumberyard at 137 S. Wilson Street (Case 24-041): Hold a public hearing and consider approval of a resolution for a commercial site plan amendment with a waiver to Section 132-115; Accessory building and structure yard regulations. (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)
- D. 3812 S Burleson Blvd (Case 24-042): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "C", Commercial for a contractor's office with no outside storage. (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)

## **7. GENERAL**

- A. Consider approval of a resolution declaring intention to reimburse an amount not to exceed \$7,500,000 for Council approved capital projects with the FY23/24 budget and capital improvement plan. The resolution will give the City the ability to begin incurring capital expenditure costs of these projects with the intent of reimbursing the cost incurred with proceeds from bond debt to be issued at a future date and placing time restrictions on the issuance of tax-exempt obligations. (Staff Contact: Harlan Jefferson, Deputy City Manager)

- B. Consider approval of a resolution amending the Parks and Recreation five-year Capital Improvement Program (CIP) for Fiscal Year 2023-2024. (Staff Contact: Harlan Jefferson, Deputy City Manager)
- C. Consider approval of a Professional Services Agreement with Gresham Smith in the amount of \$337,950 for design of the SE Tarrant Sewer Erosion Control project. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)

## 8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff feedback regarding the Hulen Street Widening Project. (Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager)

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

## 10. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
  - Receive a report and hold a discussion regarding certain information technology software applications utilized by the City and third parties
  - Receive a report and hold a discussion regarding the Mockingbird Lane to CR 914A sanitary sewer, the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., et al. for Chisholm Summit, and the construction contract between R.A. Development, Ltd., and Dagger Construction
- B. 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**
  - Receive a report and hold a discussion regarding an informal security audit of certain information technology software applications utilized by the City and third parties
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
  - Project Futurama

## 11. ADJOURNMENT

### CERTIFICATE

I hereby certify that the above agenda was posted on this the 10th of April 2024, by 5:30 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

**ACCESSIBILITY STATEMENT**

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

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of the minutes from the April 1, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

**SUMMARY:**

The City Council duly and legally met on April 1, 2024 for a regular council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Amanda Campos, TRMC  
City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665

**BURLESON CITY COUNCIL REGULAR MEETING  
APRIL 1, 2024  
DRAFT MINUTES**

**ROLL CALL**

**COUNCIL PRESENT:**

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

**COUNCIL ABSENT:**

**Staff present**

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

**1. CALL TO ORDER – 5:30 p.m.**

Mayor Fletcher called the meeting to order. **Time: 5:32 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**

- A Proclamation recognizing April 7-13, 2024 as "National Library Week" in the City of Burleson. *(Recipient: Library Employees and Library Board)*
- A Proclamation recognizing April 2024 and May 2024 as "North Texas Community Cleanup Challenges Months" in the City of Burleson. *(Recipient: Keep Burleson Beautiful)*

## **B. Presentations**

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

## **C. Community Interest Items**

- Great turnout on Saturday for the Vietnam Veterans Celebration.
- Thank you to Kerry Montgomery for her service and event coordination throughout her tenure. Kerry's Retirement Celebration is on April 4, from 11am-1pm, at Russell Farm, Chesapeake Building.
- Join us Monday, April 8 at 11am for the Solar Eclipse Watch party, in the Mayor Vera Calvin Plaza.
- Join us and help volunteer for the community Trash Bash on Saturday, April 13 from 8am-12noon at Warren Park.
- Join us on Monday, April 22, for Earth Day, from 6-8pm, at Bailey Lake Park.
- Join us on Saturday, April 27, for the Household Hazardous Waste event, from 9-11am, at the City Service Center, 725 SE John Jones Drive.

## **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**

- Joan Coubarous, 155 Elk Drive, came forward to thank Council member Adam Russell for helping resolve a pavement marking issue near the Mariposa Senior Living on Elk Drive.
- Charles Willis, 453 NW Charlyne Drive, came forward to thank an employee, Mark Hert, for quickly resolving a sewer issue at his home.

## **5. CONSENT AGENDA**

### **A. Minutes from the March 18, 2024 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)**

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve the consent agenda.

Motion passed 7-0.

### **B. Contract for the purchase of one tractor for Parks Maintenance, from Bobcat Company and Bobcat of North Texas through BuyBoard Cooperative purchasing (Contract # 706-23) in the amount of \$36,191. (*Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering*)**

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve the consent agenda.

Motion passed 7-0.

- C. Contract for the purchase of two replacement fairway mowers for the Hidden Creek Golf Course with Turf and Soil Management, LLC through PCA Cooperative Purchasing (Contract # PCA OD-395-23) in the amount of \$169,036. (Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)**

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve the consent agenda.

Motion passed 7-0.

- D. Contract for the purchase of replacement Public Works Water Operations equipment with CLS Sewer Equipment Co., Inc. through BuyBoard Cooperative Purchasing (Contract # 676-22) in the amount of \$173,701. (Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)**

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve the consent agenda.

Motion passed 7-0.

- E. Contract for the purchase of four utility carts for Hidden Creek Golf Course and Parks Athletic Fields, from Deere and Company, and United Ag and Turf through Sourcewell Cooperative purchasing (Sourcewell Contract # #031121-DAC) in the amount of \$35,912. (Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)**

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve the consent agenda.

Motion passed 7-0.

- F. CSO#5443-04-2024, interlocal agreement with Johnson County for the use of Burluson Sub-courthouse for the May 4, 2024 General Election polling location. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve the consent agenda.

Motion passed 7-0.

## **6. GENERAL**

- A. Ordinance amending Chapter 70, "Streets, Sidewalks, and Other Public Places". (First Reading) (Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)**



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

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

Motion passed 7-0.

**B. Contract with Terracon Consultants, Inc. for a City Facility Master Plan and Condition Assessment through TIPS Cooperative Purchasing Agreement # 210602 in the amount of \$247,604. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)**

Errick Thompson, Director of Public Works & Engineering, presented a contract to the city council.

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

Motion passed 7-0.

**7. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- None.

**8. RECESS INTO EXECUTIVE SESSION**

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

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

- Receive a report and hold a discussion regarding Lighthouse Incident Case Numbers 2000310019, 2000310351, and 2000310313

**B. Personnel matters pursuant to Section 551.074, Texas Government Code**

- City Secretary

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 6:12 p.m.**

Motion passed 7-0.

Motion was made by Ronnie Johnson and seconded by Phil Anderson to reconvene into open session. **Time: 6:59 p.m.**

Motion passed 7-0.

9. **ADJOURNMENT**

Motion made by Ronnie Johnson and seconded by Phil Anderson to adjourn.

Mayor Fletcher adjourned the meeting.

**Time: 6:59 p.m.**

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Monica Solko  
Deputy City Secretary

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## City Council Regular Meeting

**DEPARTMENT:** Public Works Department  
**FROM:** Michelle McCullough, P.E.,CFM, Assistant Director/City Engineer  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of a community facilities contract with Joe Usher for City cash participation for the construction of approximately 135 feet of six-foot wide sidewalk in an amount not to exceed \$6,435.40 and authorize the City Manager to execute the contract on behalf of the City. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*

**SUMMARY:**

On July 10, 2023, a site plan for the construction of a Dairy Queen located at 1620 SW Wilshire Blvd was approved. As part of the project, the developer proposes to extend the existing public water and sewer lines from the intersection of Commons Dr. and SW Wilshire Blvd.

The City's design regulations require the construction of sidewalks along all public roadways, including TxDOT facilities. The goal is to provide a continuous pedestrian network to schools, neighborhoods, and business centers. As part of the site plan process, staff will evaluate the locations of existing sidewalks in the surrounding area to determine if the construction of sidewalks will create a continuous pedestrian network.

The proposed Dairy Queen is located within walking distance of two residential neighborhoods, the Auberge apartment complex and an active senior adult facility. There is approximately 135 feet between the proposed Dairy Queen and the intersection of Commons Dr. and SW Wilshire Blvd. Completing the connection between the development and the intersection would create a continuous pedestrian connection from the surrounding residential developments to the proposed Dairy Queen.

Staff recommends constructing the sidewalk between the proposed Dairy Queen and the intersection to create the pedestrian connection.

**RECOMMENDATION:**

Approve the reimbursement request in the amount not to exceed \$6,345.40.

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

NA

**REFERENCE:**

CFC No. 2024-09

**FISCAL IMPACT:**

**Budgeted Y/N:** N

**Fund Name:** Street Impact Fund – Other Capital

**Full Account #s:** 404-70064

**Amount:** \$6,345.40

**Project:** Dairy Queen

**STAFF CONTACT:**

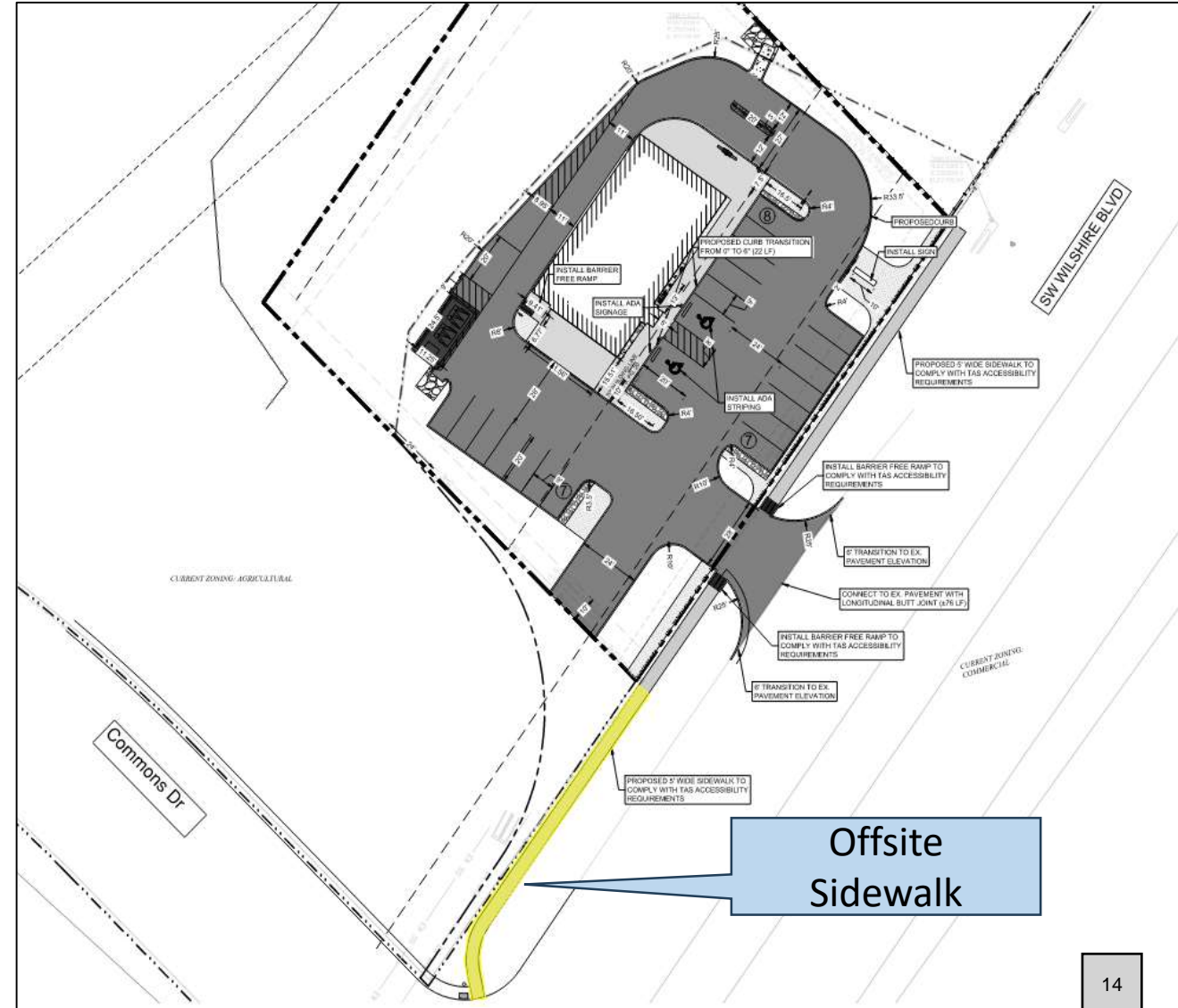
Michelle McCullough, P.E., CFM,

Assistant Director/City Engineer

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

817-426-9616

# Reimbursement for 6-foot Wide Sidewalk



City Council  
April 15, 2024



# Dairy Queen Overview

July 10, 2023 - Site plan approved

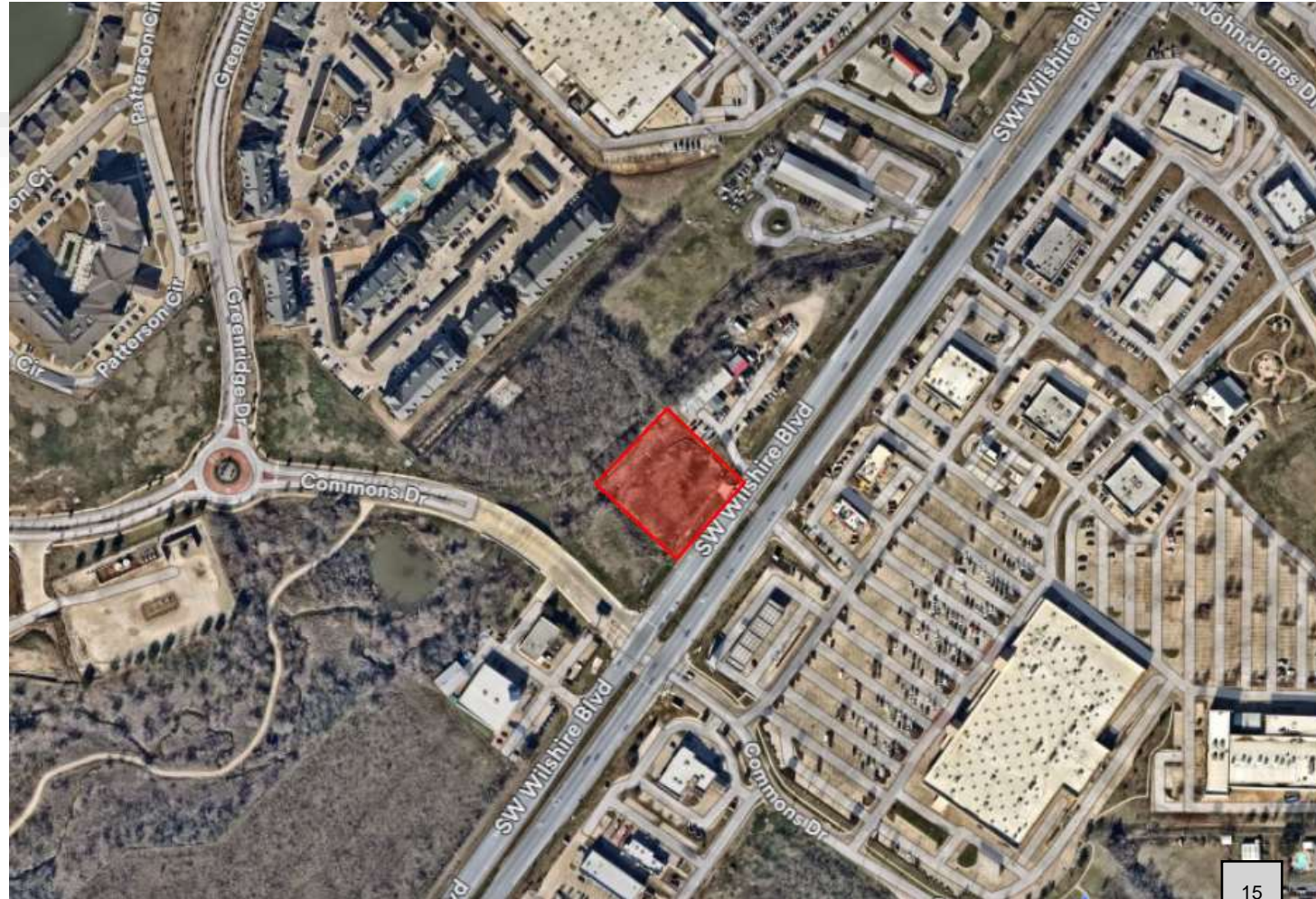
Development currently under construction

Water and sewer will be extended to adjacent as required

5 ft wide sidewalk required per TxDOT standards

Developer agreed to construct a 6 ft wide sidewalk to align with SH 174 widening project

Staff worked with the developer to extend sidewalk to Commons Drive, creating connectivity to neighboring residential neighborhoods







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# Advantages

Enhanced pedestrian access from neighborhoods to businesses

Aligns with width of sidewalks for the SH 174 widening project

Improves overall connectivity



# Action Requested

**Approve a community facilities contract for city cash participation for a 6 ft wide sidewalk in an amount not to exceed \$6,345.40 and authorize the City Manager to execute the contract on behalf of the City**

**Funding Source:**

**Street Impact Fund – Other Capital**

**COMMUNITY FACILITIES CONTRACT**  
**CITY OF BURLESON**

STATE OF TEXAS § PROJECT NAME: Dairy Queen SH 174  
(Paving-Offsite)

COUNTIES OF TARRANT §

CONTRACT NO.: 2024-09

AND JOHNSON §

This Contract is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF BURLESON, TEXAS, (hereinafter referred to as the "City"), and **Joe Usher**, a Texas (State) corporation (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner of land which has been platted as **Lot 1, Blk 1 Whites Addition** to the City of Burleson, Johnson County, or Tarrant County (whichever is applicable) Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer is required to install certain public improvements as required in this Contract (hereinafter referred to as the "Community Facilities") to serve the lots in the Subdivision; and

WHEREAS, the Developer elects to make the Community Facilities at the Developer's cost; and

WHEREAS, the Developer recognizes that the City has an interest in ensuring that the Community Facilities are properly constructed in accordance with City specifications and are paid for by the Developer, because they will become public property upon completion and acceptance by the City; and

WHEREAS, this Contract shall operate as a covenant running with the land and shall be binding upon the Developer and its successors, heirs, representatives, grantees, trustees, officers, agents, servants, employees and assigns;

NOW, THEREFORE, the City and the Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

# Questions / Comments

## **Staff Contact**

Michelle McCullough  
Assistant Director/City Engineer  
817-426-9616  
[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)



- a. The Developer shall install the Community Facilities for the Subdivision at no cost to the City. The Community Facilities shall include the items shown on the construction plans and specifications as released for construction by the City.
- b. The Developer shall employ the Developer's own engineer to prepare the plans and specifications for the Community Facilities, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. The Developer's engineer shall be a civil engineer licensed to practice in Texas. All plans and specifications prepared by the Developer's engineer must be released for construction in writing by the City Engineer of the City before the construction contract for the Community Facilities is entered.
- c. The Developer shall construct and install the Community Facilities in accordance with the plans and specifications prepared by the Developer's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of the Developer's engineer to provide the necessary details for construction acceptable to the City Engineer. The "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Contract by reference and made a part hereof, and the Developer may obtain a copy from the North Central Texas Council of Governments. The Developer shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.
- d. The Developer shall meet the City's requirements for all work to be performed by persons that are licensed and bonded, and shall provide a financial statement, demonstrate experience, and utilize equipment acceptable to the City.
- e. Before commencing construction, the Developer shall deliver to the City Engineer a signed copy of the contract for construction of the Community Facilities. It is agreed that the City has an interest in the proper performance of the construction contract and may bring suit for failure to comply with the plans and specifications. The Developer shall provide the City with access to the project for the purpose of inspection of the installation of the Community Facilities.

f. Prior to initiating any construction of the Community Facilities, the Developer shall provide the City with one original and one copy of the following construction bonds, which shall name the City as beneficiary:

- 1) Performance Bond. If the contract for construction of the Community Facilities is for an amount in excess of Twenty-Five Thousand Dollars (\$25,000), a good and sufficient Performance Bond in an amount equal to 100 percent of the total contract price, guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the City against any improper execution of the work or the use of inferior materials. The Performance Bond be made in favor of the City and shall guarantee completion of the Community Facilities within two years of execution of this Contract.
- 2) Payment Bond. If the construction contract for construction of the Community Facilities is for an amount in excess of Twenty-Five Thousand Dollars (\$25,000), a good and sufficient Payment Bond in an amount equal to one hundred percent of the total contract price of the construction contract, guaranteeing payment for all labor, materials and equipment used in construction of the Community Facilities. The Payment Bond shall be made in favor of the City and all persons, firms or corporations who may furnish materials for or perform labor upon the Community Facilities hereunder.
- 3) Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to 100 percent of the total cost of the Community Facilities (including all change orders) guaranteeing the maintenance in good condition of the Community Facilities for a period of two years from and after the date that a Letter of Acceptance is issued by the City indicating that the Community Facilities have been completed by the Developer and accepted by the City. The Maintenance Bond shall be made in favor of the City.

In the alternative, the Developer may furnish a cash deposit, or certificate of deposit as security. Such forms of security shall be held by the City for a period of two years or until any deficiencies identified at the expiration of the two-year maintenance period are corrected, whichever occurs last.

Each bond shall be in a form acceptable to the City and shall be written by a surety company duly authorized to do business in the State of Texas, provided that the Mayor shall have the right to reject any surety company for any work under this Contract.

Bonds from the Developer's prime contractor(s) or other entity acceptable to the City, may be accepted in lieu of Developer's obligations specified

above, at the discretion of the City Manager or the City Manager's designee.

- g. The Developer covenant and agree to, and by these presents do hereby, fully indemnify, hold harmless, and defend the City, its officers, agents and employees, from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by the Developer, its contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, on account of any act, intentional or otherwise, neglect or misconduct of said Developer, its contractors, subcontractors, officers, agents, or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Burlison, its officers, agents, servants or employees.
- h. Release of the plans and specifications for construction by the City Engineer or other City employee(s) of any plans, designs or specifications submitted by the Developer pursuant to this Contract shall not constitute or be deemed to be an assumption of the responsibility and liability of the Developer for the competency of the Developer's design and specifications for the Community Facilities, it being the intent of the parties that release of the plans and specifications by the City Engineer or other City employee(s) signifies the City's acceptance of only the general design concept of the Community Facilities to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officers, agents, servants and employees from any loss, damage, liability claim, obligation, penalty, charge, cost or expense including property damage, personal injury or death, to any and all persons, which may arise out of any defect, deficiency or negligence of the Engineer's design and specifications incorporated into any of the Community Facilities constructed in accordance therewith, whether or not such loss, damage, liability, claim, obligation, penalty, charge, cost or expense is caused in whole or in part by the alleged negligence of the City, its officers, agents, servants or employees, and the Developer shall defend at its own expense any suits or other proceedings brought against the City, its officers agents, servants or employees or any of them, on account thereof, and shall pay all expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) and satisfy all judgments which may be incurred by or rendered against them in connection therewith.

- i. The Developer shall, at his own expense, purchase, maintain and keep in force during the term of this Contract the insurance set forth below. The Developer shall not commence work on the Community Facilities until the Developer has obtained all the insurance required under this Contract and such insurance has been approved by the City, nor shall the Developer allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers Compensation	Statutory Limit
Employers Liability	\$100,000 Each Occurrence
	\$500,000Disease-Each Employee

Liability Insurance

Commercial General Liability (No standard coverages are to be excluded by endorsement)	\$500,000 Combined Single Limit
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Automobile Liability Insurance

Commercial Auto Liability Policy (including coverage for owned, hired and non-owned autos)	\$500,000 Combined Single Limit
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Umbrella Liability

(Following Form and Drop Down \$1,000,000 Each Occurrence Provisions included)

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- 1) Be written with the City of Burleson as an additional insured.
- 2) Provide for thirty (30) days written notice to the City of cancellation or material change in coverage.
- 3) Be written through companies duly authorized to write the particular class of insurance in the State of Texas.
- 4) Waive subrogation rights for loss or damage so that insureds have no right to recovery or subrogation against the City of Burleson, it being the intention of this Contract that the required insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies.



5) Provide a certificate of insurance evidencing the required coverages to:

City of Burleson  
Public Works Department/Engineering/Development  
141 W. Renfro Street  
Burleson, Texas 76028.

Insurance policies from the Developer's prime contractor(s) or other entity acceptable to the City, may be accepted in lieu of Developer's obligations specified above, at the discretion of the City Manager or the City Manager's designee. Any such policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements described in this contract.

- j. During construction of the Subdivision and after the streets have been installed, the Developer agrees to keep the streets free from collection of soil. The Developer agrees to use soil control measures such as hay bales, silt screening, hydromulch, or other applicable measures to prevent soil erosion. It will be the Developer's responsibility to present to the City Engineer a storm water pollution prevention plan that will be implemented for the Subdivision. When, in the opinion of the City Engineer, there is sufficient soil collected on the streets or other drainage areas and notification has been given to the Developer, the Developer will have 24 hours to clear the soil from the streets or affected areas. If the Developer does not remove the soil from the streets or other areas within 24 hours, the City may cause the soil to be removed either by contract or City forces and place the soil within the subdivision at the developer's expense. All expenses must be paid to the City prior to the issuance of a Letter of Acceptance for the Community Facilities.
- k. The Community Facilities shall be completed within two (2) years from the effective date of this contract.
- l. Upon completion of the Community Facilities and issuance of a Letter of Acceptance by the City, the Community Facilities shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind.
- m. The parties understand and agree that the City has no obligation to participate or contribute to the cost of designing or constructing the Community Facilities, nor shall the City be liable for any portion of the costs incurred by the Developer, or the Developer's officers, agents, employees, contractors or subcontractors for the design and construction of the Community Facilities, unless a separate agreement is executed by the City and the Developer concerning such participation by the City.

n. Upon completion and final acceptance of the proposed sidewalk per the approved Civil Construction Plans, the City shall reimburse the Developer in an amount not to exceed six thousand four hundred thirty-five dollars forty cents (\$6,435.40) for cash participation in the construction of the offsite sidewalk. The Developer shall submit invoices to the city for review and upon approval, payment shall be made. The Developer shall not be due any additional compensation from the City for any incidental, hidden, or unforeseen costs or expenses incurred by the Developer that are coincidental with the construction of the offsite sidewalk. including administrative and interest costs, construction quantity overruns, and contract modifications, whether or not such losses, damages, liabilities, claims, obligations, penalties, charges, costs or expenses are caused in part by the city, its officers, agents, servants, or employees.

2. Covenants of the City

Upon proper completion of the Community Facilities, the City agrees to accept the Community Facilities by a written Letter of Acceptance. It is understood and agreed that the City shall have no liability or responsibility for the Community Facilities until a Letter of Acceptance is issued.

3. Miscellaneous

a. Compliance with Laws.

The Developer hereby agrees to comply with all federal, state and local laws and ordinances that are applicable to development of the Subdivision.

b. Venue and Governing Law

Venue of any action brought hereunder shall be in Johnson County, Texas. The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Texas.

c. Assignment

Neither this Contract nor any part hereof or any interest herein shall be assigned by the Developer without the express written consent of the City Manager of the City, which consent shall not be unreasonably withheld.

d. Waiver

The Developer expressly acknowledge that by entering into this Contract, the Developer, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives shall never construe this Contract as waiving any of the requirements of the Zoning Ordinance, Subdivision Ordinance, Design Standards Manual, the Standard Specifications or any other ordinance of the City.

e. Amendments

This Contract may be amended only by a written instrument signed by the Developer and the City.

f. Liens and Assessments

If the Developer fails to comply with any of the provisions of this Contract, the City shall be authorized to cease issuance of any certificates of occupancy or building permits on property in the Subdivision owned by the Developer. Should the Developer fail to complete construction of the Community Facilities, in addition to any other remedy authorized by this Contract or by law, the City shall be authorized to complete such construction and file a mechanic's lien against the Developer's property in the Subdivision, or in the alternative, to levy an assessment against the Developer's property for public improvements in accordance with state law.

g. Continuity

This Contract shall be a covenant running with the land and shall be binding upon the Developer, its successors in title, heirs, assigns, grantees, trustees, and/or representatives.

h. Severability

If any of the terms, sections subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREOF, each of the parties has executed this Contract by its undersigned duly authorized representative as of the date first written above.

**DEVELOPER:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(print)

TITLE: \_\_\_\_\_

ADDRESS: PO Box 134  
Cleburne, TX 76033

**THE CITY OF BURLESON:**

BY: \_\_\_\_\_  
CITY MANAGER

141 West Renfro Street  
Burleson, Texas 76028

STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON §

**CITY**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, City Manager of the City of Burleson, Texas, a municipality, on behalf of said municipality.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
                                  §  
COUNTY OF JOHNSON §

**DEVELOPER**

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 executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto \_\_\_\_\_ and the CITY OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY", in the penal sum of \_\_\_\_\_ DOLLARS(\$ \_\_\_\_\_), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. in the proper performance of which the CITY OF BURLESON has an interest, a copy of which is attached hereto and made a part hereof, for the construction of:

\_\_\_\_\_; NOW THEREFORE,

If CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of same caused by said CONTRACTOR in laying or building same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR, or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void, otherwise to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY herein shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Johnson County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

The Undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Johnson or Tarrant Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

WITNESS

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

The Resident Agent of the SURETY in either Johnson or Tarrant County, Texas, for delivery of notice and service of process is:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

**NOTE: Date of Bond must NOT be prior to date of contract.**



THE STATE OF TEXAS S

Performance Bond

COUNTY OF \_\_\_\_\_ S

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto \_\_\_\_\_ and the CITY OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY", in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that, WHEREAS, CONTRACTOR entered into a certain contract with \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the proper performance of which the CITY OF BURLESON has an interest, a copy of which is attached hereto and made a part hereof, for the construction of:

\_\_\_\_\_; NOW THEREFORE,

If CONTRACTOR shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said contract in accordance with the plans, specifications and contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY hereon shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Johnson County, Texas.

This Bond is executed pursuant to the provisions of Chapter 2253 of the Government Code, as the same may be amended from time to time, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alternation or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Johnson or Tarrant Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

SURETY

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

The Resident Agent of the SURETY in either Johnson or Tarrant County, Texas, for delivery of notice and service of process is:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

THE STATE OF TEXAS S

Payment Bond

COUNTY OF \_\_\_\_\_ S

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto \_\_\_\_\_ and the CITY OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY", in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that, WHEREAS, CONTRACTOR entered into a certain contract with \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. in the proper performance of which the CITY OF BURLESON has an interest, a copy of which is attached hereto and made a part hereof, for the construction of:

\_\_\_\_\_; NOW THEREFORE,

If CONTRACTOR shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain n full force and effect.

Provided, further that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

This Bond is executed pursuant to the provisions of Chapter 2253 of the Government Code, as the same may be amended from time to time, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alternation or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation

on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

The Undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Johnson or Tarrant Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

SURETY

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

The Resident Agent of the SURETY in either Johnson or Tarrant County, Texas, for delivery of notice and service of process is:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

**SWPPP POST-CONSTRUCTION  
MAINTENANCE PLAN**

Upon completion and final acceptance of a project, the Operator responsible for inlet protection will be required to maintain all necessary devices installed until such time as devices are no longer needed.

City personnel will notify the Operator when the inlet protection is no longer required. It will be the Operator's responsibility to remove and discard any unnecessary devices in a satisfactory method.

PROJECT: Dairy Queen (Paving)

OPERATOR: \_\_\_\_\_  
(Name printed)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signer's name printed)



2024-09

SOV accepted 1/24/2024

Bond value: \$6,435.40

Inspection fee: \$1,104.20

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## **CONTRACT AGREEMENT BETWEEN DEVELOPER & CONTRACTOR**

**Date:** January 17, 2024

**Project:** Offsite Water / Sewer Main Extension Hwy. 174  
Dairy Queen Burleson, Texas Johnson County

**Developer:** Joe Usher  
PO Box 134  
Cleburne, Texas 76033  
(o)817.929.0872  
[joeusher09@gmail.com](mailto:joeusher09@gmail.com)

**Contractor:** Scott Lay  
Lay Construction, LLC  
PO Box 2366  
Lindale, Texas 75771  
(o)903.877.4128  
[scott.lay@layconstructionllc.com](mailto:scott.lay@layconstructionllc.com)

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### **Scope of Work**

To provide all necessary labor, material and equipment to complete the above referenced project in general compliance with drawings prepared by MHS Planning & Design, LLC dated August 11, 2023, for offsite scopes of work.



... helping build your future today

(Cont.)

P. 2

**Schedule of Values & Total Project Cost**

Mobilization (1 Qty. – Mobilization)	\$440.00
Site Preparation & Dirtwork (1 Qty. – Site Preparation)	\$821.00
Concrete Sidewalk (704 SF @ \$7.35 per SF)	<u>\$5,174.40</u>
<b>Total Project Cost:</b>	<b>\$6,435.40</b>



*... helping build your future today*

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**(Cont.)**

**P. 3**

**Payment Terms**

Total Project Cost is due in full to the Contractor upon completion and acceptance by the City of Burleson, Texas.

Agreed to this date:

---

**Joe Usher**

---

**Scott Lay**  
**Lay Construction, LLC**

---

**Date**

---

**Date**





Public Works

# Worksheet for Engineering Plan Review and Inspection Fees

As of September 1, 2023 - The Developer will be responsible for all required testing expenses and shall provide all reports to the City.

Project Name:			Dairy Queen_Public Improvements Offsite(ENG23-247)				
Project Contact:			Scott Lay				
2. Construction Inspection			<b>\$500 plus the following costs</b>		Quantity	Fee	Estimated Inspection Days
					1	\$500.00	
			A. Water Line		0	\$0.00	0.0
			B. Sewer Line		0	\$0.00	0.0
			C. Storm Sewer		0	\$0.00	0
			D. Roadway Paving (public and private)		0	\$0.00	0.0
			E. Sidewalk/Trail		78	\$210.60	2.9
			F. Handicap Ramps		0	\$0.00	0.00
			G. Water and Sewer Services		0	\$0.00	0.0
			H. Sewer Manholes		0	\$0.00	0.0
			I. Storm Manholes/Inlets		0	\$0.00	0
			J. Lift Station		0	\$0.00	0
						Total Est Inpection Days	3
			K. Public Infrastructure not listed (includes private storm infrastructure associated with roadway)		0		
			Site Visits (twice per day)		2	\$144.00	
			Water Samples (taken every 1,000 feet and potentially dead ends)		0	\$0.00	
			General discusions, project management, oversight		1.73	\$249.60	
			L. Final Inspections (Actual fee to be determined at time of walk thru)			\$0.00	
3. Inspection Overtime Rate			Fee to be paid prior to Final Acceptance			\$0.00	
4. Closing Abandoning of			A. Right-Of-Way			\$0.00	
			B. Easement			\$0.00	
5. Sign Installation						\$0.00	
6. Easement/Right of Way Use Agreement						\$0.00	
7. Traffic Study Fee					0	\$0.00	

Activity	Est Amount per day of Installation	Unit
Waterline Installation	250	LF
Sewer Line Installation	250	LF
Storm sewer	150	LF
Paving	8,333	SY (Based on 50' paving)
Sidewalk	27	SY (Based on avg 6 foot width)
Handicap Ramps	3.5	EA
Svcs (W and S)	10	Ea
Sewer Manholes	4	EA
Storm Manholes/Inlets	4	EA



Public Works

# Worksheet for Engineering Plan Review and Inspection Fees

As of September 1, 2023 - The Developer will be responsible for all required testing expenses and shall provide all reports to the City.

Project Name:	Dairy Queen_Public Improvements Offsite(ENG23-247)			
Project Contact:	Scott Lay			
8. Flood Study Reviews (Includes detention/retention analysis)		\$1 per foot of reach length (\$2,000.00 minimum)	0	\$0.00
Version 1.0 - September 1, 2023			Total	\$1,104.20

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Michelle McCullough, P.E., CFM, Assistant Director/City Engineer  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of a minute order rejecting all competitive sealed proposals for the construction of the Burleson Westside Lift Station, force main, and gravity sewer improvements for the Hooper Business Park and surrounding area. (*Staff Contact: Michelle McCullough, Assistant Director/City Engineer*)

**SUMMARY:**

On June 7, 2021, the City Council approved Chapter 380 and an Economic Development and Performance Agreement (Agreement). The Agreement is for the development of Chisholm Summit, a proposed master-planned community on the west side of the City between Wilshire Blvd and the Chisholm Trail Parkway. There are several parties to this Agreement; however, R.A. Development, Ltd. (Developer) will act as the representative under the Agreement.

As part of the Agreement, the Developer is obligated to design and construct public roadway and sanitary sewer improvements in several phases. The proposed public improvements include the extension of Lakewood Drive from County Road 1020 to FM 1902 and sanitary sewer improvements to serve the Hooper Business Park, the master-planned community, and the surrounding area as it continues to develop. The proposed sanitary sewer improvements include a sanitary sewer lift station, a force main, and a gravity sewer.

The Developer retained professional engineers to design the proposed sanitary sewer improvements. The sanitary sewer lift station will be located within the Hooper Business Park adjacent to CR 1019. The force main will be constructed from CR 914A to the north and primarily along the east side of Lakewood Drive and the Hooper Business Park. The gravity sewer will be located along the west side of the business park.

R.A. Development, Inc. advertised an invitation to offerors for competitive sealed proposals on February 19, 2024, and publicly opened five (5) proposals for the construction project on March 25, 2024.

Currently, the Agreement requires the Developer to construct the sanitary sewer improvements, and the City shall reimburse the Developer for the actual funds paid for the construction of such sewer improvements. Recently, the developer and city staff met and agreed to amend the agreement and modify the Developer's responsibility for managing the construction of sewer improvements. The City will now manage the construction of the proposed sewer improvements directly with the contractor.

**RECOMMENDATION:**

Approve a minute order rejecting all competitive sealed proposals for the construction of the Burleson Westside Lift Station, force main, and gravity sewer improvements for the Hooper Business Park and surrounding area.

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

*September 20, 2021 – Economic Development Corporation Board (EDCB) – Type A*

- Reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive

*September 20, 2021 – City Council*

- Reimbursement resolution to R.A. Development, Ltd. for sewer design costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive and sanitary sewer facilities
- Ratification of EDCB action on the design contract with Kimley Horn Associates for design review of Lakewood Drive

*October 3, 2022 – Economic Development Corporation Board (EDCB) – Type A*

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

*October 3, 2022 – City Council*

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

*November 13, 2023 – Economic Development Corporation Board (EDCB) – Type A*

Reimbursement resolution to bury existing UCS electric lines between CR 1020 and CR 1016.

*November 13, 2023 – City Council*

Minute order ratifying the 4A Economic Development Corporation Board's action

*December 11, 2023 – Economic Development Corporation Board (EDCB) – Type A*

Reimbursement resolution for pedestrian and street lighting between CR 1020 and FM 1902.

*December 11, 2023 – City Council*

Minute order ratifying the 4A Economic Development Corporation Board's action.

*March 18, 2024 – City Council*

Oncor Encroachment Agreement approved for proposed paving and sewer improvements.

**REFERENCE:**

NA

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Michelle McCullough, P.E., CFM  
Assistant Director/City Engineer  
[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)  
817-426-9616





# Rejection of Proposals - Burleson West Lift Station, Force Main and Gravity Sewer Project

City Council  
April 15, 2024



# Burleson Westside Infrastructure

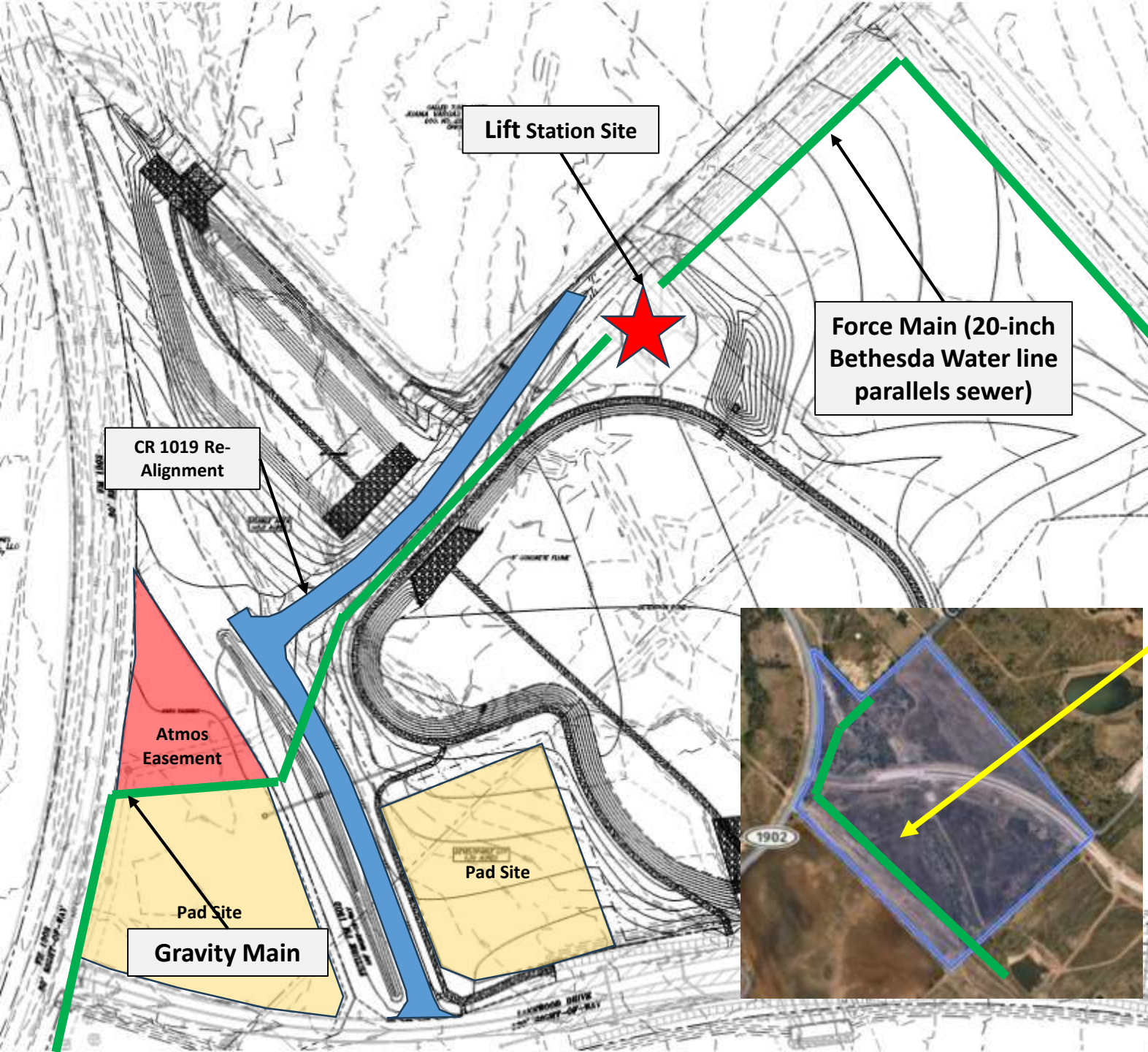
2.75 MGD lift station

14/16-inch forces mains

14-inch force main is bid as an alternate item

15/18-inch gravity constructed from future community park through Hooper Business Park to lift station to serve:

- Craftmasters
- Chisholm Summit Masterplanned community
- Additional development in the surrounding area





# Hooper Business Park Infrastructure



## Roadway/Sanitary Sewer

- Lakewood Drive under construction with temporary connection to FM 1902
- Permanent extension of Lakewood Drive to tollway under design – staff working with NTCOG, NTTA, and TxDOT (construction funding to be identified)
- Sewer lift station, force main, and gravity sewer anticipated to be in construction by summer 2024

## Stormwater Retention/Detention

- Design underway – construction anticipated to begin summer 2024
- Performance Agreement obligates start of construction no later than June 30, 2024, and completed no later than September 30, 2026





# Background

June 7, 2021 – Chapter 380 and Economic Development and Performance Agreement Approved

RA Development to manage the design and construction of proposed improvements

- Lift station to be constructed within Hooper Business Park adjacent to CR 1019
- Force Main constructed from lift station to CR 914A
- Gravity sewer to serve Hooper Business Park, Chisholm Summit, Craftmasters, etc.
- Lakewood Drive (currently under construction)



# Competitive Sealed Proposal

February 19, 2024 – Initial request for Competitive Sealed Proposals (RFCSP) advertised

March 25, 2024 – Proposals publicly received

April 2, 2024 - RA Development and City management met to discuss contract administration, and both parties agreed to pursue a modification of the 380 Agreement, transferring contract administration responsibility for sewer improvements from RA Development to City



*Future consideration by Council of 380 Agreement amendment*

# Action Requested

Reject all proposals for the construction of the Burleson Westside Lift Station, Force Main, and Gravity Sewer

## Next Steps

- Revised RFCSP re-advertised April 19th with City as contract administrator
- New proposals received approximately May 10th
- Council consideration of approval of design and construction contract May 20<sup>th</sup>
- Amend existing 380 agreement to reflect modification in procedural and management arrangement at a future City Council meeting





Proposed  
Lift Station

# Staff Contact

Michelle McCullough

Assistant Director / City Engineer

817-426-9616

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

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## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony D. McIlwain, Development Services Director  
**MEETING:** April 15, 2024

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### **SUBJECT:**

Consider approval of ordinance amending Burleson Code of Ordinances, Chapter 70, "Streets, Sidewalks, and Other Public Places". (Final Reading)(*Staff contact: Tony D. McIlwain, AICP, CFM, Development Services Director*)

### **SUMMARY:**

City staff provided the City Council a presentation of proposed changes to Chapter 70, based on recommendations from the Policy and Valuation Committee's review of the City's easement and right-of-way use agreement process. The Council directed staff to bring the proposed ordinance back for consideration with the following changes:

- \$525 initial fee, which is good for one year;
- Existing agreements are grandfathered, but subject to annual review; and
- No escrow of funds

Approval of existing Right-of-Way Agreements will be grouped and presented to Council as an informational, report item and then brought forward as an action item. Additionally, staff will move forward with providing the Old Town Design Standards Review Committee (OTDSRC) access to a consultant with architectural credentials.

### **RECOMMENDATION:**

Staff recommends the City Council approve the ordinance on second reading. The \$525 fee will be assessed upon Council's adoption of the City's new fee schedule.

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

11/20/23: The Council Policy and valuation Committee received a report regarding right-of-use agreements and provided staff direction for proposed changes.

1/24/24: The Council Policy and Valuation Committee received a 2<sup>nd</sup> report regarding right-of-use agreements and directed staff to solicit input from the OTDSRC.

2/14/24: The OTDSRC received a briefing on the proposed changes to the right-of-way use agreement process.

3/4/24: City Council received a presentation of the proposed ordinance and directed staff to bring the item back for consideration.

4/1/24: City Council approved the first reading of the ordinance.

**REFERENCE:**

[City of Burleson, TX Streets, Sidewalks and Other Public Places \(ecode360.com\)](#)

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony D. Mcilwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

# Ordinance amending to Chapter 70, “Streets, Sidewalks, and Other Public Places”

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City Council: April 15, 2024



# MEETING TOPICS

- ❖ At its March 4 regular meeting, the City Council received a presentation of the Policy and Valuation Committee's work efforts regarding amendments to Chapter 70, "Streets, Sidewalks, and Other Public Places" in an effort to revise the City's easement and right-of-way use agreement process.
- ❖ The Council Policy and Valuation Committee conducted two meetings and provided comments and recommendations on the following:
  - Revised review and approval process
  - Revised form agreement
  - Criteria for plan submittals
  - Future renewal process
  - Fees
  - Policy vs ordinance



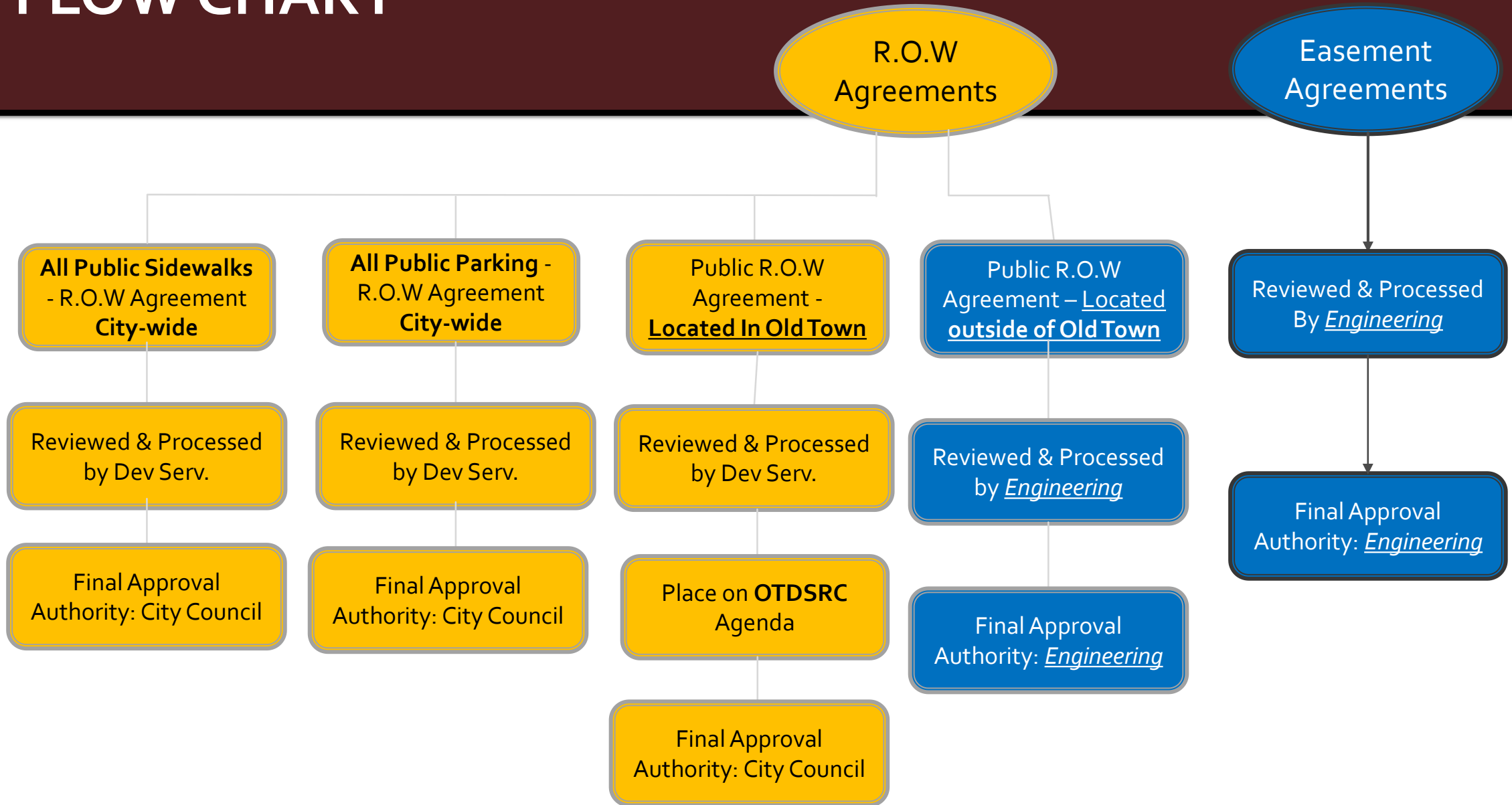
# REVISED REVIEW AND APPROVAL PROCESS

- ❖ The Council supported the Committee recommendations as detailed on the next few slides:
  - Public Works- Engineering will review and administratively approve easement use agreements (city-wide) and right-of-way use agreements that are located outside of Old Town.
  - All right-of-way use agreements located in Old Town will proceed to the Old Town Design Standards Review Committee for review and then to City Council for consideration. All public parking and public sidewalks use agreements will proceed directly to City Council for consideration.
  - Approved right-of-way use agreements will be filed with the City Secretary's office instead of the County Clerk.

# REVISED REVIEW AND APPROVAL PROCESS

- Prepare an ordinance to be codified in lieu of a policy.
- City Council to review and reconsider agreements annually.
  - Informational report agenda item (first appearance) and consent action agenda item for subsequent approval.
- Provide a new form agreement for right-of-way use requests requiring Council approval.
- Revise the application to reflect new workflow(s) and new \$525 fee.
- Staff has prepared a flow chart that illustrates the proposed, new process for easements and right-of-way use agreements.

# FLOW CHART



# REVISED APPLICATION

❖ Proposed application will include:

- Property owner authorization
- Adjacent property owner/tenant contact and comment information
- Applicable fee(s)
  - City Council recommended an initial, one year fee of \$525; this fee will be assessed following approval of the City's next fee schedule

# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must be owner or lessee of property adjacent to R-O-W.
- ❖ A requirement that the permittee (i) will be responsible for the maintenance of the permitted area, (ii) allow all members of the public to use the permitted area, and (iii) will comply with all local, state, and federal laws.
- ❖ A provision stating that the agreement and use is revocable by the City for any reason and at any time.
- ❖ An indemnity provision for the benefit of the City.
- ❖ A requirement that the ROW permittee must maintain general liability insurance coverage during the term of the agreement.

# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must maintain liquor liability insurance coverage during the term of the agreement, if alcohol is served by the permittee.
- ❖ A requirement stating that the R-O-W permittee shall remain current on all taxes (ad valorem, sales taxes, etc.) due to the City, subject to the permittee's appeal rights under law.
- ❖ Proposed improvements must comply with Americans with Disabilities Act (ADA).
- ❖ No storage of hazardous materials.
- ❖ A provision stipulating that the City or utility provider may remove the improvement/use at any time, without liability and at no cost.
- ❖ Council recommended no escrow of funds to cover the cost of the City or utility provider to remove the improvement/use from the R-O-W.

# CRITERIA FOR PLAN SUBMITTALS

- ❖ Staff is proposing the following plan submittal details:
  - Facility Details – provide a detail and/or cross-section of the private facilities to be placed in the R.O.W/easement. Vertical alignment of existing and proposed facilities must be shown.
  - Colored architectural or technical renderings that detail the proposed improvements, building materials specifications, height and coverage.
  - If applicable, standardized details for outdoor dining (e.g. colored renderings, number of tables, chairs, lighting, etc.)
  - If in Old Town, must adhere to the Old Town Design Standards

# Staff Recommendation

- ❖ Staff recommends the Council approve the ordinance amending Chapter 70, “Streets, Sidewalks and Other Public Places”, on second reading.



## ORDINANCE

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING CHAPTER 70, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," BY ADDING ARTICLE VI "USE OF STREETS AND SIDEWALKS" REQUIRING RIGHT-OF-WAY USE AGREEMENTS FOR PUBLIC AND PRIVATE AMENITIES IN MUNICIPAL STREETS, LIMITING WHO MAY APPLY TO USE MUNICIPAL STREETS FOR PUBLIC AND PRIVATE AMENITIES, REQUIRING SPECIFIC INFORMATION TO APPLY TO USE MUNICIPAL STREETS FOR PUBLIC AND PRIVATE AMENITIES, SETTING, REQUIRING SPECIFIC TERMS IN THE A RIGHT-OF-WAY USE AGREEMENT, REQUIRING A METHOD OF REVIEW OF AN APPLICATION, REQUIRING SPECIFIC FINDINGS TO GRANT A RIGHT-OF-WAY USE AGREEMENT TO USE MUNICIPAL STREETS FOR PUBLIC AND PRIVATE AMENITIES, EXCEPTING CITY USES OF MUNICIPAL STREETS FROM THE REQUIREMENTS OF THE ARTICLE; PROVIDING A CUMULATIVE CLAUSE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; FINDING THAT THE MEETING AT WHICH IS THIS ORDINANCE IS APPROVED WAS OPEN TO THE PUBLIC AND PROPERLY NOTICED; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council finds the unregulated use of use of City streets, sidewalks, and other rights-of-way can be a detriment to the health, safety and general welfare of the City and its citizens, as such use is not permitted and inadequately planned, so that provisions are not made for adequate pedestrian protection, traffic control, access, and maintenance; and

**WHEREAS**, the City Council desires to allow for amenities for the convenience of the public in the use of municipal streets for pedestrian travel, including seating available for any member of the public to use; and

**WHEREAS**, the City Council desires to set forth a framework for processing requests to use the municipal streets, and generally prescribe the terms and conditions for the use of municipal streets or sidewalks for private purposes; and

**WHEREAS**, the City Council desires to add Article VI, "Use of Streets and Sidewalks," to Chapter 70, "Streets, Sidewalks, and Public Places," of the Code of Ordinances to regulate the use of streets, sidewalks, and other rights-of-way as provided herein; and

**WHEREAS**, the City Council further finds that the provisions set forth in this ordinance are for the benefit of the health, safety and general welfare of the City and its citizens; and

**WHEREAS**, the City Council finds that the provisions set forth in this ordinance are in the best interest of the citizens of the municipality, for a public purpose, for the good government, peace, and order of the municipality, and for the trade and commerce of the municipality.

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

**SECTION 1  
AMENDMENT**

That Chapter 70 of the Burleson Code of Ordinances is hereby amended by adding Article VI “Use of Streets and Sidewalks,” to read as follows:

**“ARTICLE VI. USE OF STREETS AND SIDEWALKS**

**Sec. 70-190. - Definitions.**

When used in this article, the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person who has filed a formal written application with the City for the purpose of obtaining a Right-of-Way Use Agreement.

*City* means the City of Burleson, Texas.

*City Engineer* means the city engineer of the City.

*City Manager* means the city manager of the City.

*Director* means the director of the City’s Development Services department.

*Municipal Street* means the entire width of a way held by the City in fee or by easement or dedication for public use for vehicular travel, whether or not the street has a part open. The term does not include a designated state or federal highway or road or a designated county road.

*Old Town Development Standards Review Committee* means the committee created in Division 5 “Burleson Old Town Development Standards Review Committee” in Article IV of Appendix C of the City of Burleson Code of Ordinances.

*Old Town District* means the defined area set forth in Section 100 “OT, old town overlay district” of Appendix “B” of the City of Burleson Code of Ordinances and shown on the zoning district map for the City.

*Public Parking* means part of a Municipal Street that is not part of the Roadway or Sidewalk, and is improved, designed, or ordinarily used for or associated with the parking of vehicles. The term does not include any portion of a designated state or federal highway or road or a designated county road.

*Right-of-Way Use Agreement* means the agreement entered into by the City and Applicant for use of the Municipal Street in accordance with this article.

*Roadway* means the portion of a Municipal Street that is improved, designed, or ordinarily used for vehicular travel. The term does not include a curb, berm, or shoulder.

*Sidewalk* means the portion of a Municipal Street between the curb lines or lateral lines of a roadway and the adjacent property lines that is improved and designed for or is ordinarily used for pedestrian travel.

*Sidewalk Café* means an outdoor dining area that: (a) is associated with a property that includes a restaurant or a food sales use, (b) is located on a Sidewalk or Public Parking adjacent to and within the span of the façade of the property described in Subsection (a); and (c) contains seating, tables, chairs, planters, or other appurtenances.

#### **Sec. 70-191. – Right-of-Way Use Agreement Authorized.**

- (a) The City shall enter into Right-of-Way Use Agreements to use the Municipal Street for public or private amenities in accordance with this article.
- (b) The granting of the use of a Municipal Street pursuant to a Right-of-Way Use Agreement under this article is not a property right.
- (c) Nothing in this article shall be construed as giving an Applicant the right to receive a permit to use a Municipal Street, even if the Applicant meets all of the minimum requirements set forth herein. The City reserves the right to enter into any Right-of-Way Use Agreement for the benefit of its citizens pursuant to its absolute and uncontrolled discretion.

#### **Sec. 70-192. – Authorized Applicant.**

Only the owner or tenant of real property adjacent to where the proposed use is to occur may apply to enter into a Right-of-Way Use Agreement to use the Municipal Street for public or private amenities.

#### **Sec. 70-193. – Application.**

- (a) The application for a Right-of-Way Use Agreement shall include, at a minimum, the following:
- (1) The name, address, e-mail address and telephone number of the Applicant.
  - (2) If the Applicant is the fee title owner of the property adjacent to the Municipal Street, a copy of the deed or other document evidencing ownership.
  - (3) If the Applicant is not fee title owner of the property adjacent to the Municipal Street, a copy of the current written lease agreement with the fee title owner of the adjacent property.
  - (4) The type and purpose of the proposed use of the Municipal Street.
  - (5) A schematic design or site plan of the area to be used or, at the City Manager's or City Manager's designee's request, a certified design completed by an architect or engineer. The schematic design or site plan must show the facility details and/or cross section of the private facilities to be placed in the Municipal Street, and vertical alignment of existing, if any, and proposed facilities must be shown. At a minimum, such schematic design or site plan shall be colored architectural or technical renderings that detail any proposed improvements, building materials specifications, height, and coverage.
  - (6) The name, address, e-mail address of the adjacent business that would serve the proposed area, if different than the Applicant.
  - (7) If loudspeakers are to be used, the location and orientation of those speakers shall be shown on the site plan.
  - (8) Whether electrical, mechanical, or plumbing work will be conducted to prepare for the proposed use and, if so, evidence showing how it will be done in accordance with the City's adopted building codes.
  - (9) Any other information required by the Director.
  - (10) An application fee as established by separate ordinance.
- (b) The Applicant must file a written application on a form approved by the Director.

**Sec. 70-194. – Right-of-Way Use Agreement Requirements and Restrictions on Uses of the Sidewalk or Public Parking.**

- (a) The terms and provisions of a Right-of-Way Use Agreement shall include, at a minimum, the following:
- (1) A provision that the Applicant will solely be responsible for the maintenance of the area of the Municipal Street covered by the agreement.
  - (2) A provision authorizing the City or a public utility to remove, without liability, the amenities allowed under the agreement if necessary to obtain access to a City or public utility facility or improvement.
  - (3) A provision that Applicant pay the cost to relocate a City or public utility facility or improvement in a Municipal Street in connection with the installation of amenities allowed under the agreement, if necessary.
  - (4) A provision that the Applicant will comply with all local, state, and federal laws, including the Americans with Disabilities Act.
  - (5) A provision that the agreement is revocable by the City at any time for any reason.

- (6) A provision that the Applicant will defend, indemnify, and hold the City harmless against all damages, costs, and expenses resulting from any activity carried out under the terms of the agreement.
  - (7) A provision that the Applicant will provide the City with a cash or surety bond sufficient to cover the cost to the City or public utility to remove the amenities allowed under the agreement, if necessary.
  - (8) A provision that the Applicant must maintain general liability insurance coverage in the amount established by the City Manager to protect the City's interest continuously during the term of the Agreement.
  - (9) If applicable, a provision that the Applicant must maintain liquor liability insurance coverage in the amount established by the City Manager to protect the City's interest continuously during the term of the Agreement.
  - (10) A provision that the Applicant must obtain insurance or bonds through carriers that are authorized to do business in the State of Texas.
  - (11) If the use under the agreement is for a Sidewalk Café, a provision that the Sidewalk Café will be open to any member of the public to use.
  - (12) A provision that the Applicant shall remain current on all taxes due to the City, subject to the Applicant's appeal rights under law.
  - (13) A provision that the Applicant shall not bring, store, or keep hazardous materials to the area of the Municipal Street covered by the agreement.
  - (14) A provision prohibiting the assignment of the agreement.
- (b) No Right-of-Way Use Agreement shall allow for use of the Sidewalk that reduces the unobstructed use of the Sidewalk for pedestrians to less than six feet.
- (1) Overhangs above the Sidewalk may be allowed so long as the overhang is of a sufficient height as to not interfere with the pedestrian use of the Sidewalk.
- (c) No Right-of-Way Use Agreement shall allow for the use of the Roadway.

**Sec. 70-195. – Application Review.**

- (a) The Director or the Director's designee shall deliver copies of the application to the following for comment: (1) the City Engineer, (2) affected City departments, (3) affected utility franchise holders, and (4) property owners and tenants whose property or businesses are immediately adjacent to the proposed area. Comments for the various parties will be requested to be received within twenty calendar days of receipt.
- (b) Not later than the thirtieth calendar day after receipt of the application, the Director or the Director's designee will make a report based on the requirements of Chapter 316 of the Texas Transportation Code and the comments received by Subsection (a)(1) above.

- (c) The Director or the Director’s designee shall deliver his report to the parties specified in Section 70-196 below based on the location of the Municipal Street described in the application.

**Sec. 70-196. – Findings and Determination.**

- (a) The person or body charged with making the requisite findings and determination regarding an application and whether the City should enter into a Right-of-Way Use Agreement depends on the location of the Municipal Street described in the application.
  - (1) *Municipal Streets in Old Town.* Applications for a Right-of-Way Use Agreement for a Municipal Street located in the Old Town District shall be considered by the City Council at a duly called meeting after receiving comments from the Old Town Development Standards Review Committee.
  - (2) *Sidewalks and Public Parking Outside of Old Town.* Applications for a Right-of-Way Use Agreement for the Sidewalk or Public Portion of the Municipal Street located outside of the Old Town District shall be considered by the City Council at a duly called meeting.
  - (3) *Portions of Municipal Streets Other than Sidewalks and Public Parking Outside of Old Town.* Applications for a Right-of-Way Use Agreement for portions of Municipal Streets other than Sidewalks and Public Parking outside of the Old Town District shall be considered by the City Manager or the City Manager’s designee.
- (b) *Review by the Old Town Development Standards Review Committee.* The committee shall meet and conduct business under the same requirements as set forth in Section 4-95 of Appendix C of the City’s Code of Ordinances. In addition to its other duties and functions set forth in the City’s Code of Ordinances, the committee is hereby charged with the duty and invested with the authority to:
  - (1) Review and comment on all proposed applications for a Right-of-Way Use Agreement for a Municipal Street located in the Old Town District. Specifically, on the compatibility of the proposed amenity’s or use’s design with the Burleson Old Town Design Standards as codified in Article IV (Old Town Design Standards), Appendix C (Urban Design Standards) of the City of Burleson Code of Ordinances.
  - (2) At its discretion, recommend modifications to the proposed design or use set forth in the application.
  - (3) Forward all comments on an application to the City Council.

Comments and recommendations of the committee do not constitute approval by any authority and do not constitute permission to enter into a Right-of-Way Use Agreement.

- (c) *City Council Consideration of Applications Concerning Municipal Streets in Old Town.* After receiving and reviewing the comments received from the Director and the Old Town Development Standards Review Committee, the City Council shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning a Municipal Street in the Old Town District only if the City Council finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.

(d) *City Council Consideration of Applications Concerning Sidewalks and Public Parking Outside of Old Town.* After receiving and reviewing the comments received from the Director, the City Council shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning Sidewalks and Public Parking outside of the Old Town District only if the City Council finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.

(e) *City Manager Consideration of Applications Concerning Portions of Municipal Streets Other than Sidewalks and Public Parking Outside of Old Town.* After receiving and reviewing the comments received from the Director, the City Manager or designee shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning portions of Municipal Streets other than Sidewalks and Public Parking outside of the Old Town District only if the City Manager or City Manager's designee finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.



- (f) *Execution of the Right-of-Way Use Agreement.* If a Right-of-Way Use Agreement is approved in accordance with Subsections (c), (d), and (e) above, the City Manager may execute the Right-of-Way Use Agreement on behalf of the City; however, the City Manager shall not execute the agreement until the Applicant has executed the agreement and provided proof of insurance as required by the agreement.

**Sec. 70-197. – Exception for City Uses.**

This article does not apply to the City’s use of a public street or real property held by the City.

**Sec. 70-198. – Agreement Required.**

- (a) A person may not keep a public or private amenity in a Municipal Street without a Right-of-Way Use Agreement.
- (b) A person may not operate a Sidewalk Café in a Municipal Street without a Right-of-Way Use Agreement.
- (c) A right-of-way use agreement in writing entered into by the City prior to April 1, 2024, shall be considered a Right-of-Way Use Agreement for purposes of this section.”

**SECTION 2.  
CUMULATIVE CLAUSE**

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

**SECTION 3.  
SEVERABILITY CLAUSE**

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

**SECTION 4.  
RECITALS INCORPORATED**

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

**SECTION 5.  
OPEN MEETING**

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

**SECTION 6.  
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED.

**PASSED AND APPROVED** the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**First Reading:** the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Final Reading:** 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

## INSTRUCTIONS FOR COMPLETING EASEMENT & RIGHT-OF-WAY USE AGREEMENT

The forms shall be signed (in black ink only) by a legal partner, corporate officer, or individual owner(s) of the land. An authorized agent of the landowner must submit a Power of Attorney.

APPLICATION: The application shall be completely filled out, signed and notarized.

Please Check this box if agreement will be for Public Parking, Public Sidewalks or Located in Old Town.

EASEMENT AND RIGHT-OF-WAY USE AGREEMENT: The Agreement shall be completed, signed and notarized. All signatures and notary acknowledgments must be originals, no copies. In the second blank of the first paragraph, please describe specifically the intended use of the easement or right-of-way.

EXHIBIT NO. 1: Provide a general vicinity map indicating the project location. The map should be of small enough scale to include at least one (1) major intersection in the City of Burlison. The map may be hand drawn, aerial, from GIS or from an internet mapping program such as yahoo maps.

EXHIBIT NO. 2: Provide an accurate, to scale drawing of the proposed area of usage of the easement/right-of-way, including all dimensions as required to accurately stake the area in the field. If needed to accurately describe the area, include metes and bounds. Please limit the requested area of usage to the minimum required to accommodate your needs. Additional pages may be attached, but all drawings must be no larger than 11" x 17". Reducing large plans or plats to use as the base drawing is acceptable, providing the final document is legible to City staff. Include all existing easements, overhead or underground utilities, drainage facilities or other improvements within 50' of the proposed area of usage and show the location of the proposed improvements.

EXHIBIT NO. 3: Provide a detail and/or cross-section of the private facilities to be placed in the right-of-way/easement. Vertical alignment of existing and proposed facilities must be shown. Information on existing public water, sewer and drainage facilities can be obtained from Engineering Services. Colored architectural or technical renderings that detail the proposed improvements, building materials specifications, height and coverage. If applicable, standardized details for outdoor dining (e.g. colored renderings, number of tables, chairs, lighting, etc.). If in Old Town, must adhere to the Old Town Design Standards.

EXHIBIT NO. 4: Signatures are required from Burlison staff and each franchise utility, regardless of whether or not they have utility equipment in the easement. Each utility can sign on a separate sheet. **The City will obtain these signatures.** Applicant need only complete the top portion of the page.

- 
- NOTES:
1. Contact the Development Engineering Division at 817-426-9611 to discuss any questions regarding the right-of-way/easement agreement application.
  2. Please provide the complete application with the \$525 review fee and allow approximately 3 to 4 weeks for city staff review of the agreement and collection of all franchise utility signatures.
  3. Once complete, staff will compose the document and it will be filed with the City Secretary.

**APPLICATION**

DATE: \_\_\_\_\_

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement within \_\_\_\_\_ Addition to the City of Burleson, Texas.  
Street Address: \_\_\_\_\_.

The undersigned hereby makes application for the joint use of that portion of the public utility easement/ drainage easement/ right-of-way situated in the above named addition, and particularly described in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
  
2. The proposed joint use of the easement/right-of-way is as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
 \_\_\_\_\_

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Email : \_\_\_\_\_  
 \_\_\_\_\_

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

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 218 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*

**SUMMARY:**

The Texas Department of Transportation (TxDOT) is working on an expansion of East Renfro (FM 3391) in Burleson from IH-35W to east of CR 602.

Two parcels of City land have been identified that require the acquisition of right-of-way to facilitate the construction of the project. The parcels have been appraised and TxDOT has made offers following their standard process to acquire the parcels.

**RECOMMENDATION:**

Approve a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas

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

None

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Budgeted: N/A (revenue)

Fund Name: TBD

Full Account #s: TBD

Amount: \$1,000.00

Project No.: TBD

**STAFF CONTACT:**

Errick Thompson

Director

ethompson@burlesontx.com

817-426-9610

# TxDOT Acquisitions - FM 3391 (East Renfro) Widening Project

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CITY COUNCIL

APRIL 15, 2024



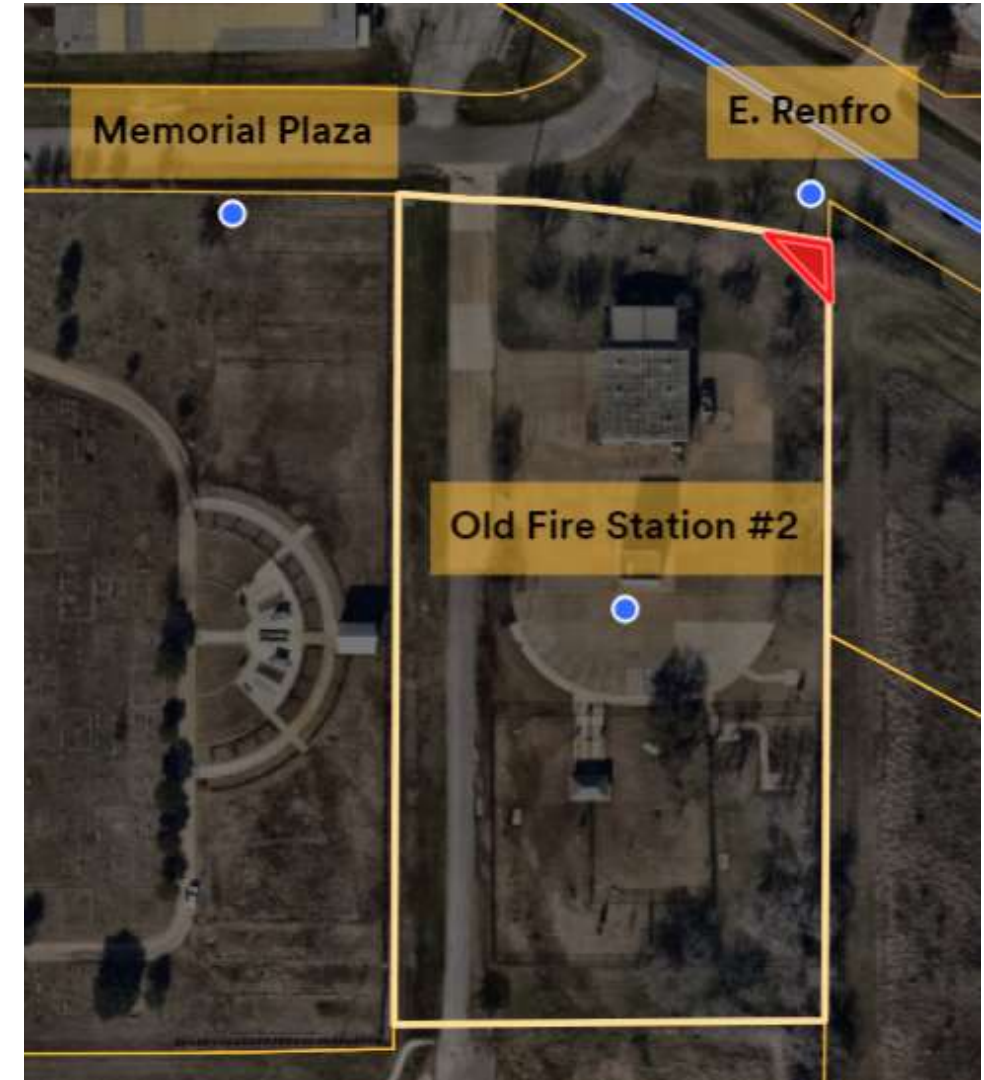


# Acquisitions Needed from Burleson (Parcel #15)

## 0.005 ac (218sf) of Old Fire Station 2 site

- Relatively small portion of overall 3.547 ac property (shown to the right, shaded in red)
- Appraised value of 218sf: **\$654**
- TxDOT minimum by policy: **\$1,000**

**TxDOT Offer: \$1,000**



# Acquisitions Needed from Burleson (Parcel #21)

**0.0066 ac (287sf)** of City right-of-way near the intersection of E. Renfro and Cardinal Ridge

- Relatively small portion of overall 3.547 ac (shown to the right, shaded)
- Appraised value 287sf: **\$10,799**
  - \$1,866 for the land
  - \$8,933 for improvements

**TxDOT Offer: \$10,799**



# Action Requested



The two offers represent just compensation using industry-standard appraisals with third-party reviews. As a result staff recommends:

approval of resolutions authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contracts with the Texas Department of Transportation, as purchaser, for parcels #15 and #21 as presented.

## Questions / Discussion

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

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING AN OFFER BETWEEN THE CITY OF BURLESON, AS SELLER, AND THE STATE OF TEXAS THROUGH THE DEPARTMENT OF TRANSPORTATION, AS BUYER, TO SELL FEE SIMPLE TITLE TO A TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 0.0050 ACRES OF LAND NEAR THE INTERSECTION OF E. RENFRO STREET AND CARDINAL RIDGE ROAD, FOR THE SALES PRICE OF \$10,799.00 AND OTHER CONSIDERATION, AS PRESCRIBED IN THE OFFER LETTER AS ATTACHED IN EXHIBIT "A" (THE "OFFER"); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE OFFER; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City desires to accept, approve and enter into the Offer; and

**WHEREAS**, the City desires to close the real estate transaction described in the Offer; and

**WHEREAS**, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Offer; and

**WHEREAS**, the City desires to expend funds pursuant to the Offer that are necessary to close the real estate transaction described therein.

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

### **Section 1.**

The City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Offer between the City and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of \$10,799 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Offer, including a warranty deed conveying the real property; and (b) to make expenditures in accordance with the terms of the Offer and in closing the transaction contemplated by the Offer, if any.

### **Section 2.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 3.**

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

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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





Exhibit "A"

**CONSULTANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION**

**OFFER LETTER**

October 19, 2023

County: Johnson

TXC Project ID: A00057946

Highway: FM 3391

District: Fort Worth

ROW CSJ: 3372-01-015

Parcel #: 21

Parcel ID: P00071153

Limits: IH 35W in Burleson to East of CR 602

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED & REGULAR MAIL: #7021 2720 0000 4056 7238**  
**Via email 03/04/2024 with corrected offer amount**

City of Burleson, Johnson County, Texas

Attn: Errick Thompson

141 W Renfro St

Burleson, TX 76028-0000

Dear Mr. Thompson:

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Linda Lindsay, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located along the SE corner of E Renfro St/Cardinal Ridge Road, Burleson, TX, as described in the enclosed property description and survey (the "Property").

**The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$10,799.00 for your property, which includes \$10,799.00 for the property to be purchased and \$0.00 for damages to your remaining property.**

This amount listed above is the total amount of just compensation for all interests in the portion of the Property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is



Exhibit "A"

the policy of the Department to permit owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

<u>Improvement Type</u>	<u>Type Construction</u>	<u>Amount to be Subtracted if Retained</u>
Columns	Brick	\$1.00
Landscaping Flower Box	Brick	\$1.00
Landscaping	Typical	\$1.00
Lightpole	Metal	\$1.00

If you wish to accept the offer based upon this appraisal, please contact Linda Lindsay, as soon as possible, at (972) 588-3161, who is an employee of AtkinsRéalis, an affiliate that is providing acquisition services on behalf of the Department, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.*

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Exhibit "A"

Please see the enclosed copy of the proposed instrument that will convey the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled "*State Purchase of Right of Way*", which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Linda Lindsay at the telephone number provided above regarding any question you may have.

**Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.**

Sincerely,



Linda Lindsay, Senior Right of Way Agent  
AtkinsRéalis

**Enclosures:**

Legal Description  
The State of Texas Landowner's Bill of Rights ("TLBOR")  
State Purchase of Right of Way Brochure  
Deed – Draft  
Possession and Use Agreement (PUAIC) - Draft  
Title Commitment  
Brokerage Agreement  
Acknowledgment and Request for Information form  
Acknowledgement of Receipt of Appraisal with self-addressed and stamped return envelope  
Appraisal Report(s)

cc: Cherree Cassidy, TxDOT Project Manager, Fort Worth District

EXHIBIT "A"

County: Johnson  
Highway: FM 3391  
Project Limits: From IH 35W to E of CR 602  
R.O.W. CSJ: 3372-01-015  
Const. CSJ: 3372-01-010  
Project No.: R00002292

Property Description for Parcel 15 (P00071147.001)

**BEING** 0.0050 acres (218 square feet) of land situated in the David Anderson Survey, Abstract No. 4, in the City of Burleson, Johnson County, Texas, said 0.0050 acres (218 square feet) of land being a portion of Lot 2, Block 1 of Memorial Plaza, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 10, Page 532 of the Plat Records of Johnson County, Texas, and being a portion of a called 19.826 acre tract of land described in Special Warranty Deed to the City of Burleson, filed June 18, 1993 and recorded in Volume 1702, Page 754 of the Official Public Records of Johnson County, Texas, said 0.0050 acres (218 square feet) of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2 inch iron rod found for the southeast corner of said Lot 3, Block 1 of said Memorial Plaza, said 1/2 inch iron rod being the northeast corner of Lot 1, Block 1 of Redman Industrial Addition, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 8, Page 300 of said Plat Records of Johnson County, Texas, said 1/2 inch iron rod being in the west line of Lot 8, Block A of Burleson I.S.D. South Hurst Road Addition, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 8, Page 902 of said Plat Records of Johnson County, Texas, said 1/2 inch iron rod also being in the west line of a called 100.007 acre tract of land described as Tract 1 in deed to Burleson Independent School District as recorded in Volume 2457, Page 102 of said Official Public Records of Johnson County, Texas;

EXHIBIT "A"

THENCE, North 00 degrees 31 minutes 12 seconds West, with the east line of said Lot 3, with the west line of said Lot 8, and with the west line of said called 100.007 acre tract of land, passing at a distance of 617.90 feet, a calculated point for the northeast corner of said Lot 3 and the southeast corner of said Lot 2, passing at a distance of 878.00 feet, a calculated point for the northwest corner of said Lot 8, from which a 1/2 inch iron rod found for reference bears South 85 degrees 30 minutes 08 seconds West, a distance of 1.34 feet, in all, a distance of 1,121.73 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the **POINT OF BEGINNING** and having surface coordinates of N=6,881,806.87 and E=2,336,727.45, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the intersection of the east line of said Lot 2 and the west line of said called 100.007 acre tract of land with the proposed southwesterly right-of-way line of FM 3391 (E. Renfro Street) (right-of-way width varies), said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also being 86.05 feet Right of and at right angles to centerline Station 46+11.17 of said FM 3391 (E. Renfro Street);

- (1) **THENCE**, North 54 degrees 56 minutes 12 seconds West, with the proposed southwesterly right-of-way line of said FM 3391 (E. Renfro Street), a distance of 34.57 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the intersection of the proposed southwesterly right-of-way line of said FM 3391 (E. Renfro Street) with the northeasterly line of said Lot 2 and the existing southwesterly right-of-way line of Memorial Plaza (right-of-way width varies) (no deed of record found), said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" having surface coordinates of N=6,881,826.73 and E=2,336,699.15 and being 83.28 feet Right of and at right angles to centerline Station 45+76.71 of said FM 3391 (E. Renfro Street), said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also being the beginning of a non-tangent curve to the right having a radius of 2,420.49 feet, a central angle of 00 degrees 40 minutes 29 seconds, and whose chord bears South 81 degrees 03 minutes 09 seconds East, a distance of 28.50 feet; \*\*
- (2) **THENCE**, with said non-tangent curve to the right, with the northeasterly line of said Lot 2, and the existing southwesterly right-of-way line of said Memorial Plaza, an arc length of 28.50 feet to a 1/2 inch iron rod found for the northeast corner of said Lot 2, said 1/2 inch iron rod being the northwest corner of said called 100.007 acre tract of land;

EXHIBIT "A"

- (3) **THENCE**, South 00 degrees 31 minutes 14 seconds East, with the east line of said Lot 2 and with the west line of said called 100.007 acre tract of land, a distance of 15.43 feet to the **POINT OF BEGINNING** and containing 0.0050 acres (218 square feet) of land.

NOTES:

The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010.00. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.00012. Unit of measurement is U.S. Survey Feet.

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in June, 2022 through January, 2023.

All stations and offsets shown are calculated relative to the project centerline (FM 3391 centerline).

Access will be permitted to the remainder property abutting the highway facility.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

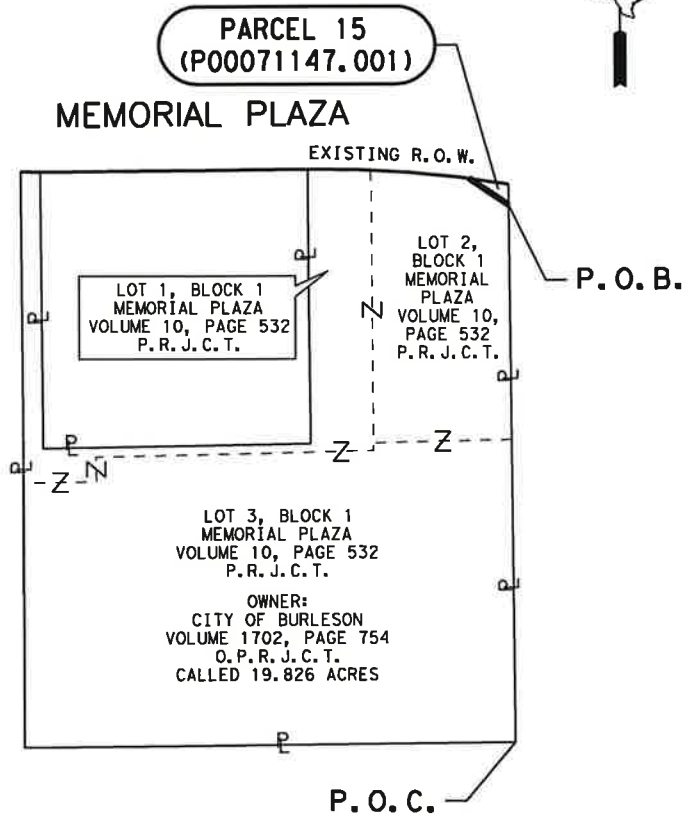
  
Chris T. Abbott  
Registered Professional Land Surveyor No. 6407  
Gorronдона & Associates, Inc.  
2800 NE Loop 820, Suite 660  
Fort Worth, Texas 76137  
Office 817-496-1424 Fax 817-496-1768  
Texas Firm No. 10106900



NOTES

1. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT COMBINED SCALE FACTOR OF 1.00012. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.
2. \*\* THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
3. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
4. ABSTRACTING WAS COMPLETED IN JUNE, 2022 THROUGH JANUARY, 2023.
5. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (FM 3391 CENTERLINE).

WHOLE PROPERTY SKETCH  
(NOT TO SCALE)



LEGEND:

APPROXIMATE SURVEY LINE	
APPROXIMATE CITY LIMIT LINE	
EXISTING R.O.W. LINE	
LOT LINE	
PROPERTY LINE	
PROPOSED CENTERLINE	
PROPOSED R.O.W. LINE	
EXISTING EASEMENT LINE	
BROKEN LINE	
LAND HOOK (SAME OWNER)	
TxDOT TYPE I CONCRETE MONUMENT FOUND	
TxDOT TYPE II CONCRETE MONUMENT FOUND	
MONUMENT FOUND (SIZE & TYPE NOTED)	
CALCULATED POINT	
5/8 INCH IRON ROD WITH A 1-3/4 INCH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED)	
ACRES	AC.
DEED RECORDS OF JOHNSON COUNTY, TEXAS	D. R. J. C. T.
FARM TO MARKET	FM
INTERSTATE HIGHWAY	IH
LEFT	LT.
OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS	O. P. R. J. C. T.
PLAT RECORDS OF JOHNSON COUNTY, TEXAS	P. R. J. C. T.
POINT OF BEGINNING	P. O. B.
POINT OF COMMENCING	P. O. C.
RIGHT	RT.
RIGHT-OF-WAY	R. O. W.
SQUARE FEET	SQ. FT.

PLANIMETRICS LEGEND

	ANTENNA
	DOWN GUY
	ELECTRIC JUNCTION BOX
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FENCE LINE
	FIRE HYDRANT
	LIGHT STANDARD
	MANHOLE (UTILITY)
	SANITARY SEWER MANHOLE
	SIGN
	UTILITY POLE
	WATER METER
	WATER VALVE

I, CHRIS T. ABBOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING DESCRIPTION OF EVEN DATE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

CHRIS T. ABBOTT  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS NO. 6407  
 GORRONDONA & ASSOCIATES, INC.  
 2800 NE LOOP 820, SUITE 660  
 FORT WORTH, TEXAS 76137  
 PHONE: 817-496-1424  
 FAX: 817-496-1768  
 TEXAS FIRM NO. 10106900



THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

\*DENOTES A CALCULATED AREA 02/10/2023

PARCEL PLAT SHOWING  
PARCEL 15 (P00071147.001)



FEDERAL AID PROJECT NO.		STATE DISTRICT NO.	PARCEL NUMBER	PARCEL 15 (P00071147.001)	
N/A		2		ACRES	SQUARE FEET
SCALE 1" = 50'		FILE 337201015_P15_P00071147.001_PG04	R.O.W.-C.S.J NO. 3372-01-015	ACQUISITION	0.0050 218
		COUNTY JOHNSON		PARENT AREA	19.826 *8
				REMAINDER AREA	RT. *19.821 *8
					89

SEE PAGE 6 OF 7

DAVID ANDERSON SURVEY  
ABSTRACT NO. 4

CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

LOT 3, BLOCK 1  
MEMORIAL PLAZA  
VOLUME 10, PAGE 532  
P. R. J. C. T.

OWNER:  
CITY OF BURLESON  
VOLUME 1702, PAGE 754  
O. P. R. J. C. T.  
CALLED 19.826 ACRES  
FILED: JUNE 18, 1993

LOT 8, BLOCK A  
BURLESON I. S. D.  
SOUTH HURST ROAD ADDITION  
VOLUME 8, PAGE 902  
P. R. J. C. T.

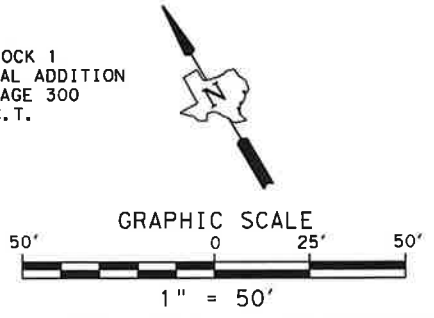
OWNER:  
BURLESON INDEPENDENT  
SCHOOL DISTRICT  
VOLUME 2457, PAGE 102  
O. P. R. J. C. T.  
REMAINDER OF  
TRACT 1  
CALLED 100.007 ACRES  
FILED: APRIL 4, 2000

N 00°31'12" W 1,121.73'  
617.90'

P.O.C. PARCEL 15  
(P00071147.001)  
FOUND 1/2" IRON ROD

PERMANENT HIKE &  
BIKE TRAIL EASEMENT  
VOLUME 10, PAGE 532  
P. R. J. C. T.

LOT 1, BLOCK 1  
REDMAN INDUSTRIAL ADDITION  
VOLUME 8, PAGE 300  
P. R. J. C. T.



\*DENOTES A CALCULATED AREA 02/10/2023

PARCEL PLAT SHOWING  
PARCEL 15 (P00071147.001)

PARCEL NUMBER	PARCEL 15 (P00071147.001)	
	ACRES	SQUARE FEET
ACQUISITION	0.0050	218
PARENT AREA	19.826	*8
REMAINDER AREA	RT. *19.821	*8

FEDERAL AID PROJECT NO. N/A	FM 3391		STATE DISTRICT NO. 2
SCALE 1" = 50'	FILE 337201015_P15_P00071147.001_PG05	R.O.W.-C.S.J NO. 3372-01-015	COUNTY JOHNSON



90



SEE PAGE 7 OF 7

DAVID ANDERSON SURVEY  
ABSTRACT NO. 4

CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

LOT 2, BLOCK 1  
MEMORIAL PLAZA  
VOLUME 10, PAGE 532  
P. R. J. C. T.

OWNER:  
CITY OF BURLESON  
VOLUME 1702, PAGE 754  
O. P. R. J. C. T.  
CALLED 19.826 ACRES  
FILED: JUNE 18, 1993

LOT 8, BLOCK A  
BURLESON I. S. D.  
SOUTH HURST ROAD ADDITION  
VOLUME 8, PAGE 902  
P. R. J. C. T.

OWNER:  
BURLESON INDEPENDENT  
SCHOOL DISTRICT  
VOLUME 2457, PAGE 102  
O. P. R. J. C. T.  
REMAINDER OF  
TRACT 1  
CALLED 100.007 ACRES  
FILED: APRIL 4, 2000

ACCESS EASEMENT  
VOLUME 10, PAGE 532  
P. R. J. C. T.

LOT 3, BLOCK 1  
MEMORIAL PLAZA  
VOLUME 10, PAGE 532  
P. R. J. C. T.

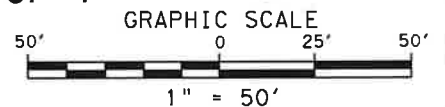
OWNER:  
CITY OF BURLESON  
VOLUME 1702, PAGE 754  
O. P. R. J. C. T.  
CALLED 19.826 ACRES  
FILED: JUNE 18, 1993

N 00° 31' 12" W 1121.73'

260.10'

617.90'

SEE PAGE 5 OF 7



\*DENOTES A CALCULATED AREA 02/10/2023

PARCEL PLAT SHOWING  
PARCEL 15 (P00071147.001)



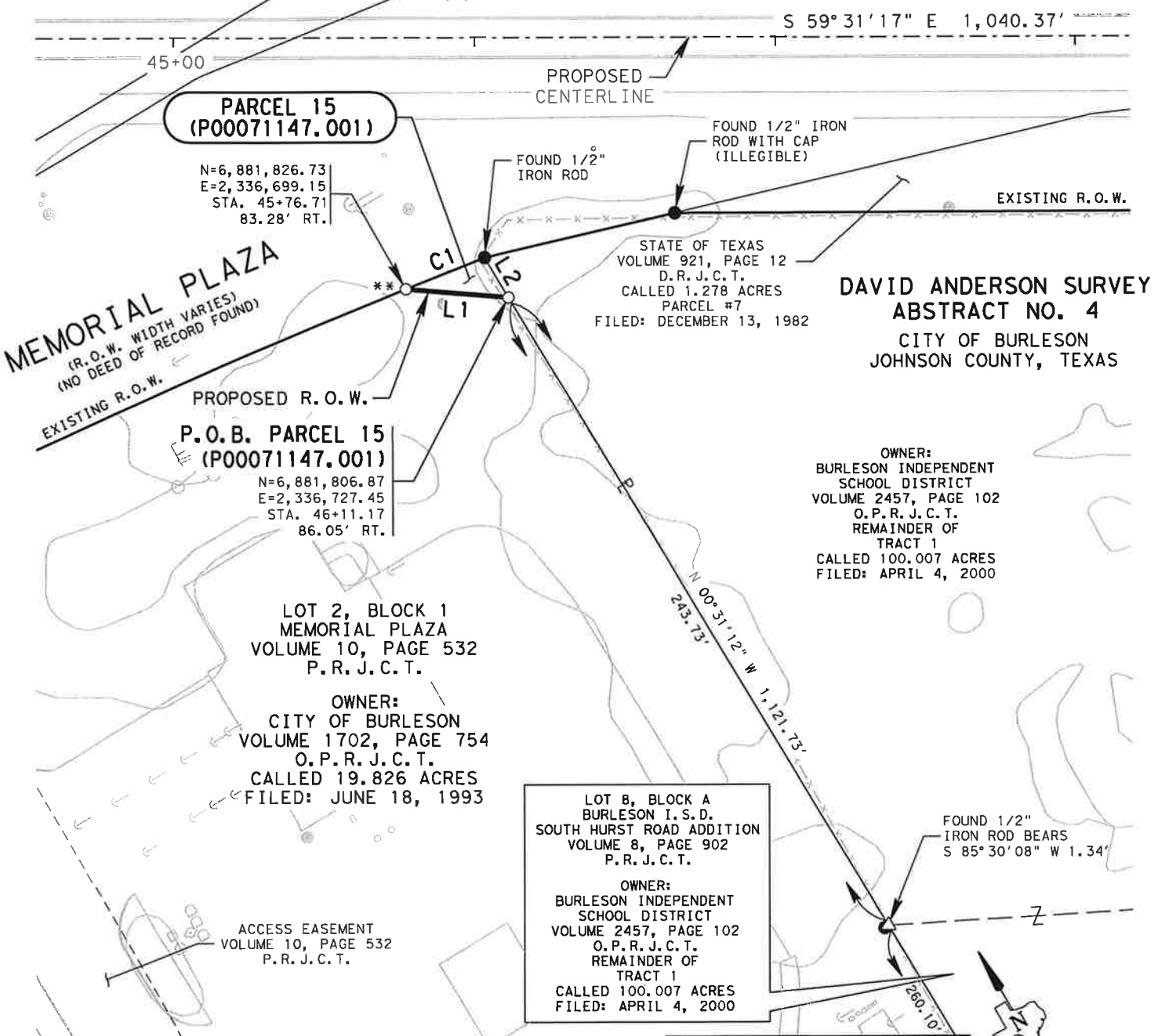
PARCEL PLAT SHOWING PARCEL 15 (P00071147.001)				PARCEL NUMBER	PARCEL 15 (P00071147.001)	
					ACRES	SQUARE FEET
FEDERAL AID PROJECT NO. N/A	FM 3391		STATE DISTRICT NO. 2	ACQUISITION	0.0050	218
SCALE 1" = 50'	FILE 337201015_P15_P00071147.001_PG06	R.O.W.-C.S.J NO. 3372-01-015	COUNTY JOHNSON	PARENT AREA	19.826	*8
				REMAINDER AREA	RT. *19.821	*8
						91

EXISTING R.O.W. 10' STRIP FOR ROAD VOLUME 1, PAGE 378 P.R.J.C.T. FOUND 1/2" IRON ROD WITH CAP STAMPED "RPLS 5544" EXISTING R.O.W. FOUND 1/2" IRON ROD WITH CAP STAMPED "RPLS 5544"

STATE OF TEXAS VOLUME 921, PAGE 12 D.R.J.C.T. CALLED 0.557 ACRES PARCEL #6 FILED: DECEMBER 13, 1982

**FM 3391 (E. RENFRO STREET)**  
(R.O.W. WIDTH VARIES)

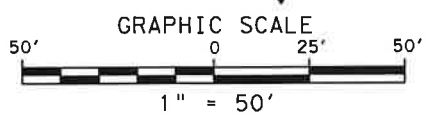
S 59° 31' 17" E 1,040.37'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 54° 56' 12" W	34.57'
L2	S 00° 31' 14" E	15.43'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	2,420.49'	00° 40' 29" (RT.)	S 81° 03' 09" E	28.50'	28.50'

SEE PAGE 6 OF 7



\*DENOTES A CALCULATED AREA 02/10/2023



PARCEL PLAT SHOWING  
PARCEL 15 (P00071147.001)

FEDERAL AID PROJECT NO. N/A  
SCALE 1" = 50'

FILE 337201015\_P15\_P00071147.001\_PG07

FM 3391

R.O.W.-C.S.J NO. 3372-01-015

STATE DISTRICT NO. 2  
COUNTY JOHNSON

PARCEL NUMBER	PARCEL 15 (P00071147.001)	
	ACRES	SQUARE FEET
ACQUISITION	0.0050	218
PARENT AREA	19.826	*8
REMAINDER AREA	RT. *19.821	*8 92

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**City Council Regular Meeting**

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)

**SUMMARY:**

The Texas Department of Transportation (TxDOT) is working on an expansion of East Renfro (FM 3391) in Burleson from IH-35W to east of CR 602.

Two parcels of City land have been identified that require the acquisition of right-of-way to facilitate the construction of the project. The parcels have been appraised and TxDOT has made offers following their standard process to acquire the parcels.

**RECOMMENDATION:**

Approve a resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas

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

None

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Budgeted: N/A (revenue)

Fund Name: TBD

Full Account #s: TBD

Amount: \$10,799.00

Project No.: TBD

**STAFF CONTACT:**

Errick Thompson

Director

ethompson@burlesontx.com

817-426-9610

# TxDOT Acquisitions - FM 3391 (East Renfro) Widening Project

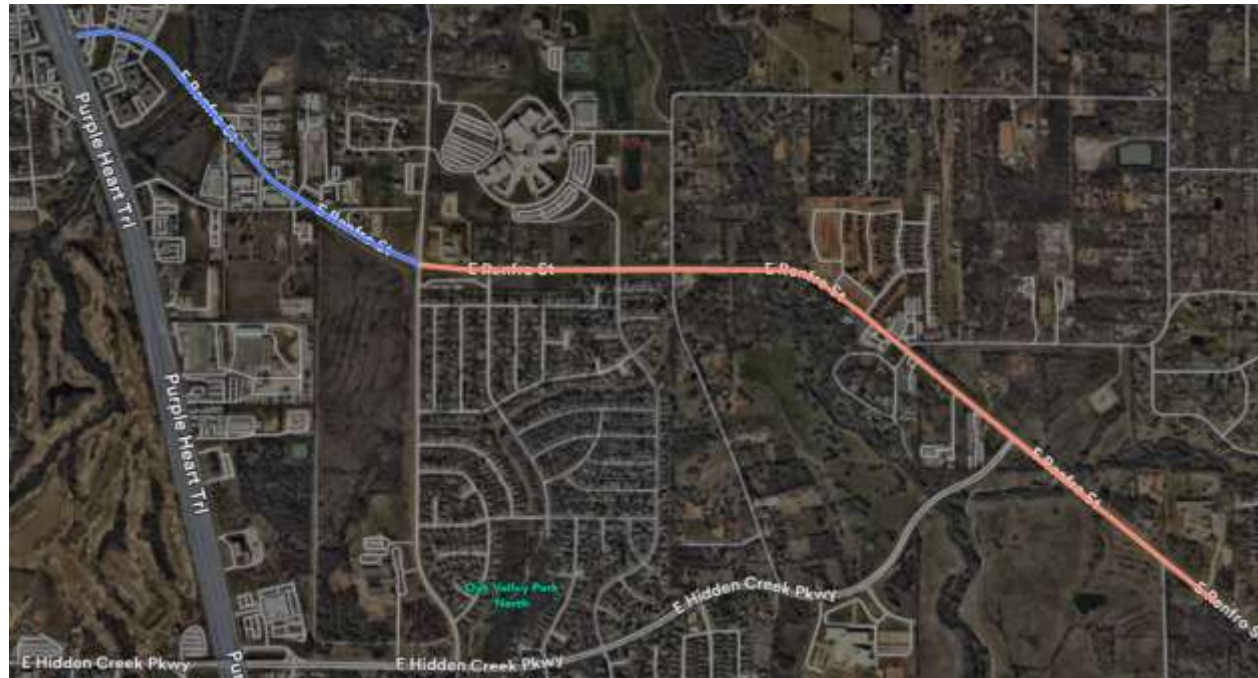
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CITY COUNCIL

APRIL 15, 2024

# FM 3391 Widening by TxDOT

- From IH35W to East of CR 602
  - Widening from two to six lanes from IH35W to Hurst (below in **blue**)
  - Widening from two to four lanes from Hurst to CR 602 (below in **orange**)
- 60% Design, land acquisition and utility coordination underway
- Advertising for construction bids anticipated September 2028
- \$53.7M project

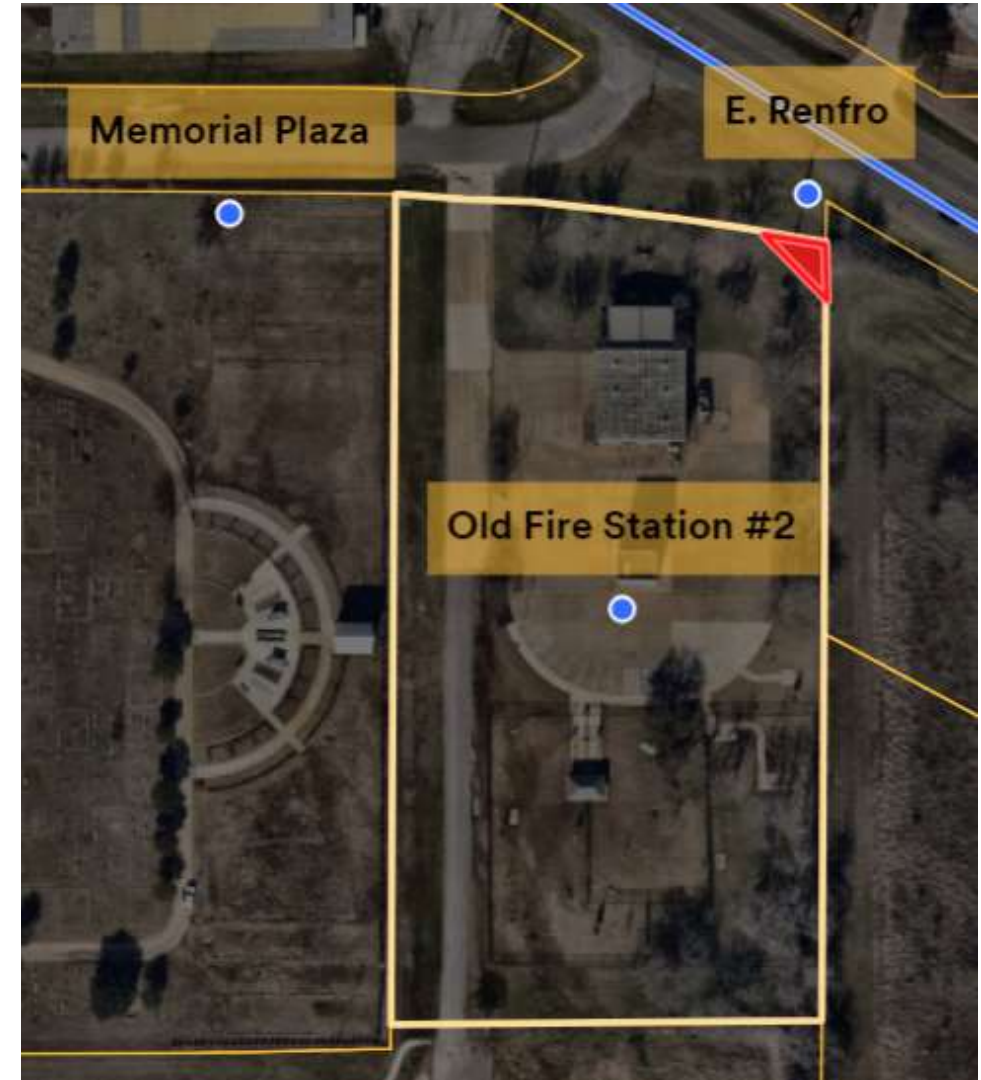


# Acquisitions Needed from Burleson (Parcel #15)

## 0.005 ac (218sf) of Old Fire Station 2 site

- Relatively small portion of overall 3.547 ac property (shown to the right, shaded in red)
- Appraised value of 218sf: **\$654**
- TxDOT minimum by policy: **\$1,000**

**TxDOT Offer: \$1,000**





# Acquisitions Needed from Burleson (Parcel #21)

**0.0066 ac (287sf)** of City right-of-way near the intersection of E. Renfro and Cardinal Ridge

- Relatively small portion of overall 3.547 ac (shown to the right, shaded)
- Appraised value 287sf: **\$10,799**
  - \$1,866 for the land
  - \$8,933 for improvements

**TxDOT Offer: \$10,799**



# Action Requested



The two offers represent just compensation using industry-standard appraisals with third-party reviews. As a result staff recommends:

approval of resolutions authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contracts with the Texas Department of Transportation, as purchaser, for parcels #15 and #21 as presented.

## Questions / Discussion

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

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING AN OFFER BETWEEN THE CITY OF BURLESON, AS SELLER, AND THE STATE OF TEXAS THROUGH THE DEPARTMENT OF TRANSPORTATION, AS BUYER, TO SELL FEE SIMPLE TITLE TO A TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 0.0066 ACRES OF LAND NEAR THE INTERSECTION OF E. RENFRO STREET AND CARDINAL RIDGE ROAD, FOR THE SALES PRICE OF \$24,893.00 AND OTHER CONSIDERATION, AS PRESCRIBED IN THE OFFER LETTER AS ATTACHED IN EXHIBIT "A" (THE "OFFER"); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE OFFER; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City desires to accept, approve and enter into the Offer; and

**WHEREAS**, the City desires to close the real estate transaction described in the Offer; and

**WHEREAS**, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Offer; and

**WHEREAS**, the City desires to expend funds pursuant to the Offer that are necessary to close the real estate transaction described therein.

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

### **Section 1.**

The City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Offer between the City and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of \$24,893 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Offer, including a warranty deed conveying the real property; and (b) to make expenditures in accordance with the terms of the Offer and in closing the transaction contemplated by the Offer, if any.

### **Section 2.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 3.**

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

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

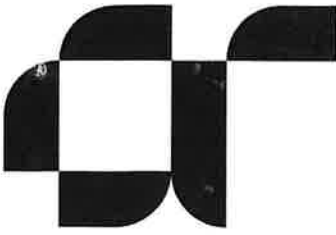


Exhibit "A"

**AtkinsRéalis**

11801 Domain Blvd, 5<sup>th</sup> Floor

Austin, TX 78758

[www.atkinsrealis.com](http://www.atkinsrealis.com)

**CONSULTANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION**

**OFFER LETTER**

October 19, 2023

County: Johnson

TXC Project ID: A00057946

Highway: FM 3391

District: Fort Worth

ROW CSJ: 3372-01-015

Parcel #: 21

Parcel ID: P00071153

Limits: IH 35W in Burleson to East of CR 602

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED & REGULAR MAIL: #7021 2720 0000 4056 7238**

City of Burleson, Johnson County, Texas

Attn: Errick Thompson

141 W Renfro St

Burleson, TX 76028-0000

Dear Mr. Thompson:

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Linda Lindsay, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located along the SE corner of E Renfro St/Cardinal Ridge Road, Burleson, TX, as described in the enclosed property description and survey (the "Property").

**The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$24,893.00 for the Property. This compensation does not include any value for damages to a remainder property.**

This amount listed above is the total amount of just compensation for all interests in the portion of the Property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit owner(s) who convey voluntarily to the Department to thereafter

Exhibit "A"

retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

<u>Improvement Type</u>	<u>Type Construction</u>	<u>Amount to be Subtracted if Retained</u>
Columns	Brick	\$1.00
Landscaping Flower Box	Brick	\$1.00
Landscaping	Typical	\$1.00
Lightpole	Metal	\$1.00

If you wish to accept the offer based upon this appraisal, please contact Linda Lindsay, as soon as possible, at (972) 588-3161, who is an employee of AtkinsRéalis, an affiliate that is providing acquisition services on behalf of the Department, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.*

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Please see the enclosed copy of the proposed instrument that will convey the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Exhibit "A"

Also enclosed is a copy of the Department brochure entitled "State Purchase of Right of Way", which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Linda Lindsay at the telephone number provided above regarding any question you may have.

**Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.**

Sincerely,



Linda Lindsay, Senior Right of Way Agent  
AtkinsRéalis

**Enclosures:**

Legal Description

The State of Texas Landowner's Bill of Rights ("TLBOR")

State Purchase of Right of Way Brochure

Deed – Draft

Possession and Use Agreement (PUAIC) - Draft

Title Commitment

Brokerage Agreement

Acknowledgment and Request for Information form

Acknowledgement of Receipt of Appraisal with self-addressed and stamped return envelope

Appraisal Report(s)

**cc:** Cherree Cassidy, TxDOT Project Manager, Fort Worth District



EXHIBIT "A"

County: Johnson  
Highway: FM 3391  
Project Limits: From IH 35W to E of CR 602  
R.O.W. CSJ: 3372-01-015  
Const. CSJ: 3372-01-010  
Project No.: R00002292

Property Description for Parcel 21 (P00071153.001)

**BEING** 0.0066 acres (287 square feet) of land situated in the David Anderson Survey, Abstract No. 4, in the City of Burleson, Johnson County, Texas, said 0.0066 acres (287 square feet) of land being a portion of Cardinal Ridge Road (right-of-way width varies) dedicated to the City of Burleson as shown on plat of Oak Valley Estates Phase IV, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 8, Page 423 of the Plat Records of Johnson County, Texas, said 0.0066 acres (287 square feet) of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2 inch iron rod found for the southwest corner of Lot 5, Block 32 of said Oak Valley Estates Phase IV, said 1/2 inch iron rod being the southeast corner of Lot 4, Block 32 of said Oak Valley Estates Phase IV, said 1/2 inch iron rod being in the existing north right-of-way line of Blackbird Court (50' width right-of-way) as shown on plat of said Oak Valley Estates Phase IV;

**THENCE**, South 89 degrees 27 minutes 09 seconds West, with the south line of said Lot 4 and with the existing north right-of-way line of said Blackbird Court, passing at a distance of 70.00 feet, a calculated point for the southwest corner of said Lot 4 and the southeast corner of Lot 3, Block 32 of said Oak Valley Estates Phase IV, from which a 1/2 inch iron rod found for reference bears South 55 degrees 30 minutes 02 seconds East, a distance of 0.29 feet, passing at a distance of 140.00 feet, a 1/2 inch iron rod found for the southwest corner of said Lot 3 and the southeast corner of Lot 2, Block 32 of said Oak Valley Estates Phase IV, passing at a distance of 210.00 feet, a calculated point for the southwest corner of said Lot 2 and the southeast corner of Lot 1, Block 32 of said Oak Valley Estates Phase IV, from which a 1/2 inch iron rod found for reference bears South 22 degrees 50 minutes 12 seconds East, a distance of 0.30 feet, in all, a distance of 295.00 feet to a calculated point for the southwest corner of said Lot 1, said calculated point being the intersection of the existing north right-of-way line of said Blackbird Court with the existing east right-of-way line of said Cardinal Ridge Road, from which a 1/2 inch iron rod found for reference bears North 00 degrees 33 minutes 19 seconds East, a distance of 0.62 feet;

EXHIBIT "A"

THENCE, North 00 degrees 16 minutes 28 seconds West, with the west line of said Lot 1 and with the existing east right-of-way line of said Cardinal Ridge Road, a distance of 100.00 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the **POINT OF BEGINNING** and having surface coordinates of N=6,881,203.49 and E=2,340,002.57, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the most westerly northwest corner of said Lot 1, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being an angle point in the existing east right-of-way line of said Cardinal Ridge Road, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also being 84.81 feet Right of and at right angles to centerline Station 79+83.33 of FM 3391 (E. Renfro Street) (right-of-way width varies), from which a 1/2 inch iron rod found for reference bears South 50 degrees 47 minutes 38 seconds East, a distance of 0.30 feet; \*\*

- (1) **THENCE**, North 00 degrees 16 minutes 28 seconds West, a distance of 18.16 feet to a calculated point for corner;
- (2) **THENCE**, North 46 degrees 53 minutes 39 seconds East, a distance of 10.08 feet to a calculated point for corner in the south line of a called 1.023 acre tract of land described as Parcel 10 in deed to the State of Texas as recorded in Volume 1784, Page 558 of the Official Public Records of Johnson County, Texas, said calculated point being in the existing south right-of-way line of FM 3391 (E. Renfro Street) (120' width right-of-way);
- (3) **THENCE**, North 89 degrees 25 minutes 40 seconds East, with the south line of said called 1.023 acre tract of land and with the existing south right-of-way line of said FM 3391 (E. Renfro Street), a distance of 17.60 feet to a 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the most northerly northwest corner of said Lot 1, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the intersection of the south line of said called 1.023 acre tract of land and the existing south right-of-way line of said FM 3391 (E. Renfro Street) with the existing southeasterly right-of-way line of said Cardinal Ridge Road, said 5/8 inch iron rod with 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also having surface coordinates of N=6,881,228.72 and E=2,340,027.44 and being 59.84 feet Right of and at right angles to centerline Station 80+08.45 of said FM 3391 (E. Renfro Street), from which a 1/2 inch iron rod found for the northeast corner of said Lot 5 bears North 89 degrees 25 minutes 40 seconds East, a distance of 340.01 feet, said 1/2 inch iron rod being the northwest corner of Lot 6, Block 32 of said Oak Valley Estates Phase IV; \*\*

EXHIBIT "A"

- (4) **THENCE**, South 44 degrees 35 minutes 21 seconds West, with the northwesterly line of said Lot 1 and with the existing southeasterly right-of-way line of said Cardinal Ridge Road, a distance of 35.43 feet to the **POINT OF BEGINNING** and containing 0.0066 acres (287 square feet) of land.

NOTES:

The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010.00. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.00012. Unit of measurement is U.S. Survey Feet.

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in June, 2022 through January, 2023.

All stations and offsets shown are calculated relative to the project centerline (FM 3391 centerline).

Access will be permitted to the remainder property abutting the highway facility.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

 2/17/25

Chris T. Abbott  
Registered Professional Land Surveyor No. 6407  
Gorrondona & Associates, Inc.  
2800 NE Loop 820, Suite 660  
Fort Worth, Texas 76137  
Office 817-496-1424 Fax 817-496-1768  
Texas Firm No. 10106900



NOTES

1. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT COMBINED SCALE FACTOR OF 1.00012. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.

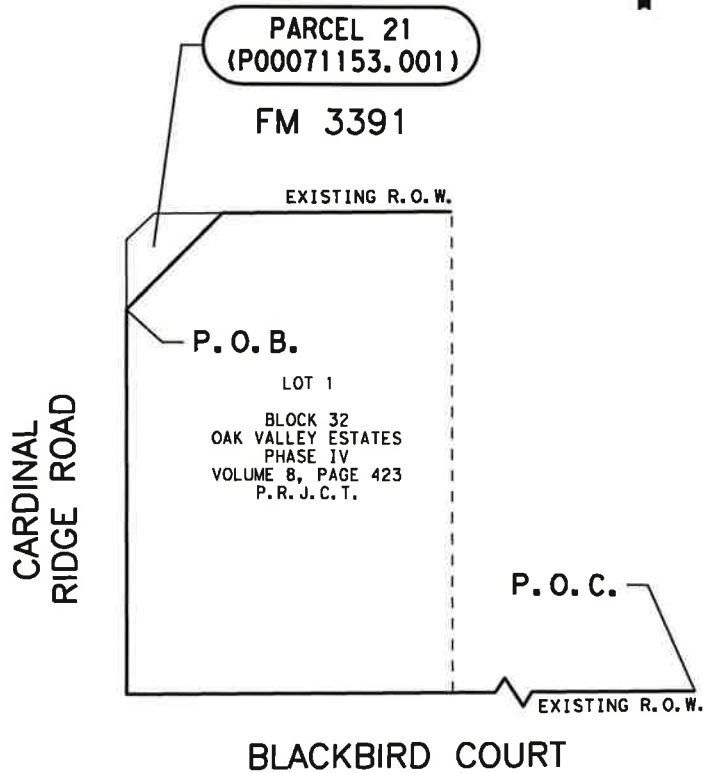
2. \*\* THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

3. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

4. ABSTRACTING WAS COMPLETED IN JUNE, 2022 THROUGH JANUARY, 2023.

5. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (FM 3391 CENTERLINE).

WHOLE PROPERTY SKETCH  
(NOT TO SCALE)



LEGEND:

APPROXIMATE SURVEY LINE	
APPROXIMATE CITY LIMIT LINE	
EXISTING R.O.W. LINE	
LOT LINE	
PROPERTY LINE	
PROPOSED CENTERLINE	
PROPOSED R.O.W. LINE	
EXISTING EASEMENT LINE	
BROKEN LINE	
LAND HOOK (SAME OWNER)	
TXDOT TYPE I CONCRETE MONUMENT FOUND	
TXDOT TYPE II CONCRETE MONUMENT WITH 4" BRASS DISK STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION" FOUND	
MONUMENT FOUND (SIZE & TYPE NOTED)	
CALCULATED POINT	
5/8 INCH IRON ROD WITH A 1-3/4 INCH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED)	
ACRES	AC.
DEED RECORDS OF JOHNSON COUNTY, TEXAS	D. R. J. C. T.
FARM TO MARKET	FM
INTERSTATE HIGHWAY	IH
LEFT	LT.
OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS	O. P. R. J. C. T.
PLAT RECORDS OF JOHNSON COUNTY, TEXAS	P. R. J. C. T.
POINT OF BEGINNING	P. O. B.
POINT OF COMMENCING	P. O. C.
RIGHT	RT.
RIGHT-OF-WAY	R. O. W.
SQUARE FEET	SQ. FT.

PLANIMETRICS LEGEND

	ANTENNA
	DOWN GUY
	ELECTRIC JUNCTION BOX
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FENCE LINE
	FIRE HYDRANT
	LIGHT STANDARD
	MANHOLE (UTILITY)
	SANITARY SEWER MANHOLE
	SIGN
	UTILITY POLE
	WATER METER
	WATER VALVE

I, CHRIS T. ABBOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING DESCRIPTION OF EVEN DATE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Chris T. Abbott* 2/17/25



CHRIS T. ABBOTT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 6407  
GORRONDONA & ASSOCIATES, INC.  
2800 NE LOOP 820, SUITE 660  
FORT WORTH, TEXAS 76137  
PHONE: 817-496-1424  
FAX: 817-496-1768  
TEXAS FIRM NO. 10106900

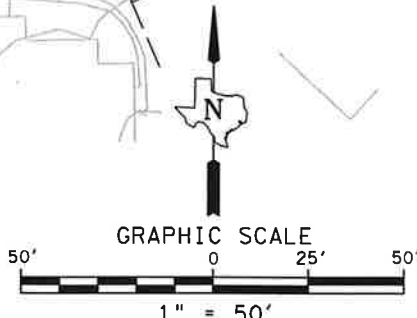
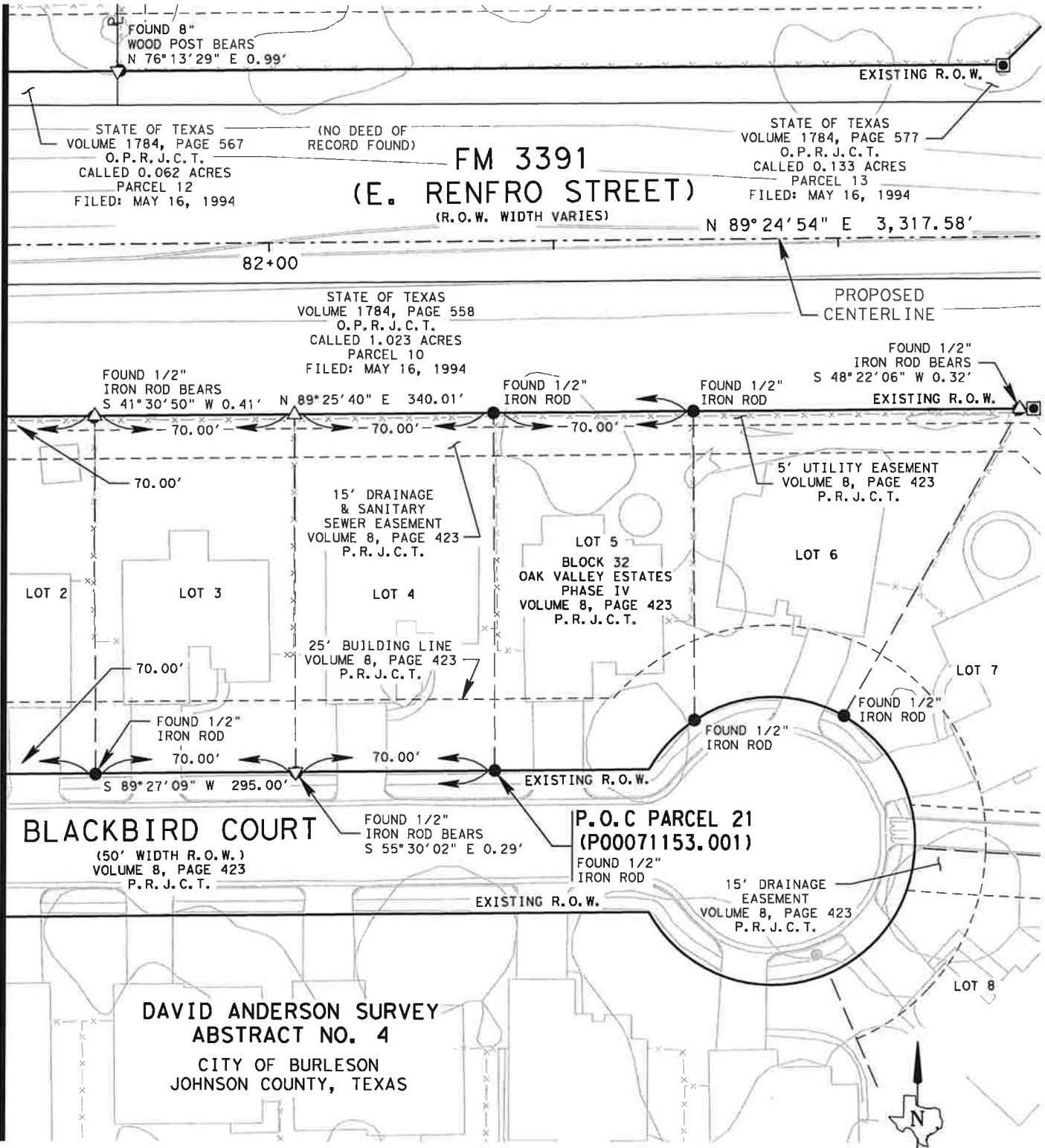
THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

\*DENOTES A CALCULATED AREA 02/17/2023

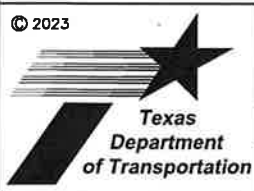
PARCEL PLAT SHOWING  
PARCEL 21 (P00071153.001)

	FEDERAL AID PROJECT NO.		STATE DISTRICT NO.		PARCEL NUMBER	PARCEL 21 (P00071153.001)	
	N/A		2		ACQUISITION	0.0066	SQUARE FEET
	SCALE		FILE	R.O.W. - C.S. J NO.	PARENT AREA	N/A	108
	1" = 50'		337201015_P21_P00071153.001_PG04	3372-01-015	COUNTY JOHNSON	REMAINDER AREA	N/A

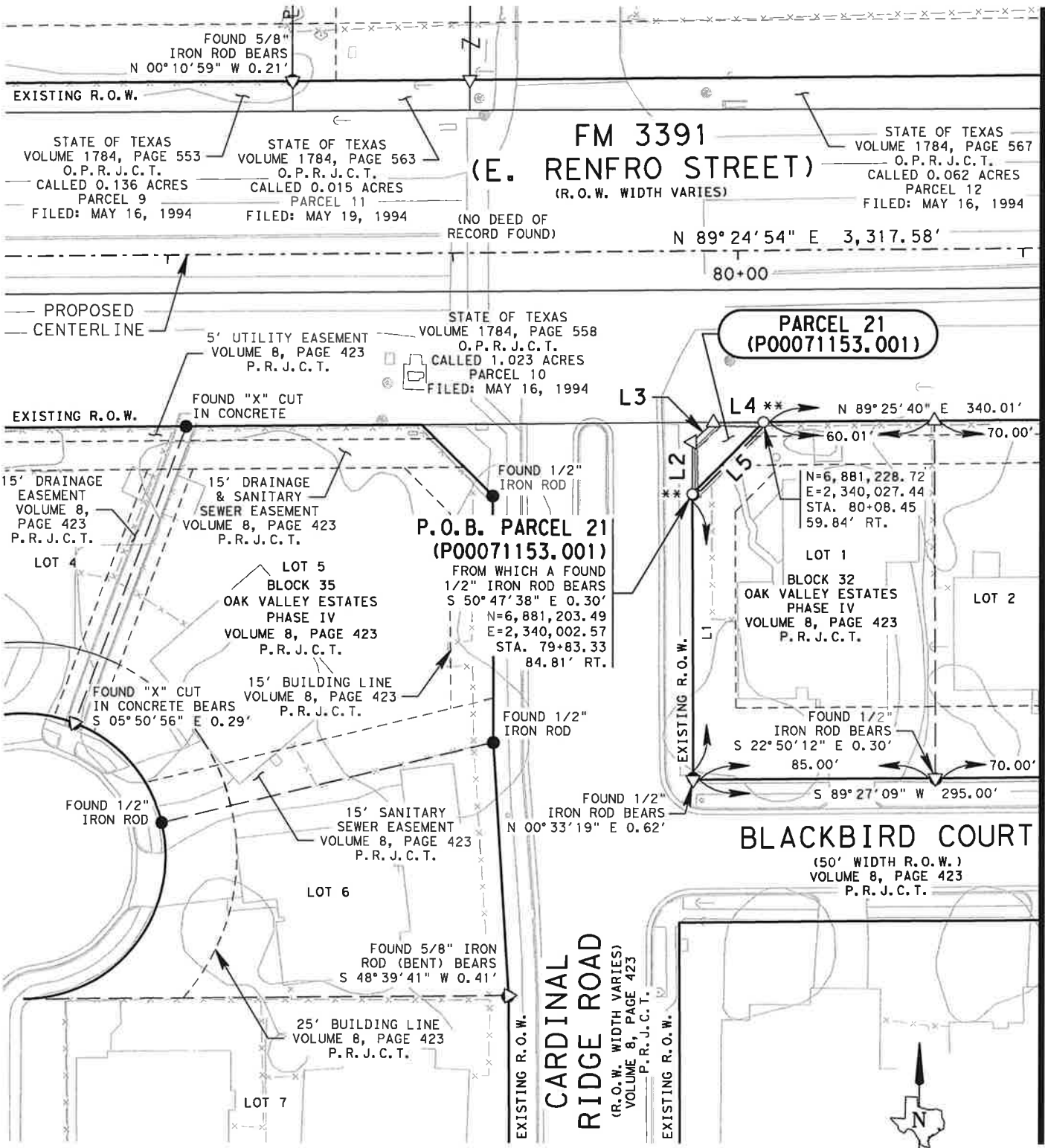
SEE PAGE 6 OF 6



\*DENOTES A CALCULATED AREA 02/17/2023

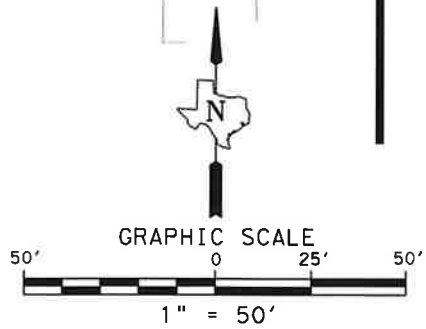


FEDERAL AID PROJECT NO. N/A				FILE 337201015_P21_P00071153.001_PG05		STATE DISTRICT NO. 2		PARCEL NUMBER		PARCEL 21 (P00071153.001)	
								ACQUISITION		0.0066	
SCALE 1" = 50'				COUNTY JOHNSON		PARENT AREA		N/A		109	
FM 3391				R.O.W.-C.S.J NO. 3372-01-015		REMAINDER AREA		N/A		N/A	



SEE PAGE 5 OF 6

LINE	BEARING	DISTANCE
L1	N 00°16'28" W	100.00'
L2	N 00°16'28" W	18.16'
L3	N 46°53'39" E	10.08'
L4	N 89°25'40" E	17.60'
L5	S 44°35'21" W	35.43'



\*DENOTES A CALCULATED AREA 02/17/2023

	FEDERAL AID PROJECT NO. N/A SCALE 1" = 50'			FILE FM 3391 337201015_P21_P00071153.001_PC06		STATE DISTRICT NO. 2 COUNTY JOHNSON		PARCEL NUMBER	PARCEL 21 (P00071153.001)
	ACQUISITION		0.0066		PARENT AREA		N/A		110
	REMAINDER AREA		N/A		SQUARE FEET		N/A		



**City Council Regular Meeting**

**DEPARTMENT:** Legal

**FROM:** Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

**MEETING:** April 15, 2024

**SUBJECT:**

Consider approval of a resolution accepting the Public Utility Commission’s 2024 maximum access lines rates increase. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

**SUMMARY:**

The purpose of this resolution is to have the City Council accept the annual increase to its access lines rates established by the Public Utility Commission (“PUC”) pursuant to state law.

In Texas, certified telecommunication providers must pay cities franchise fees for their use of the cities’ rights-of-way. Generally speaking, state law determines the amount of the franchise fees. Telecommunications franchise fees are based on a fee-per-access line method. There are three categories of lines – residential, non-residential, and point-to-point – and each line has its own rate. Certified telecommunication providers pay the City franchise fees based on the number of access lines and the line rates established by the PUC.

Under state law, the PUC provides the City with an annual increase to the access line rates for residential, non-residential, and point-to-point lines. The annual increase is set at half of the increase of the Consumer Price Index. For 2024, the three access line rates will increase by 2.2484% from the 2023 rates. The 2023 and proposed 2024 access line rates are below:

<b>Access Line Rates</b>		
	<b>2023</b>	<b>Proposed 2024</b>
<b>Residential</b>	\$1.14	\$1.17
<b>Non-Residential</b>	\$2.53	\$2.59
<b>Point-to-Point</b>	\$3.78	\$3.87



Importantly, the City does not have to accept the annual rate increase. If, however, the City does not elect to take the annual rate increase, it must notify the Public Utility Commission by no later than April 30, 2024. The proposed resolution before Council is approve a resolution accepting the annual rate increase.

**RECOMMENDATION:**

Approve the resolution accepting the Public Utility Commission's 2024 maximum access lines rates increase.

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

None.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Matt Ribitzki  
Sr. Deputy City Attorney/Director of Legal Services  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664



# 2024 Access Lines Rates Increase

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LEGAL DEPARTMENT

PRESENTED TO THE CITY COUNCIL APRIL 15, 2024

# 2024 Access Lines Rates Increase

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## Background:

- Certified telecommunication providers must pay cities franchise fees for their use of the cities' rights-of-way
- Generally, state law determines the amount of the franchise fees based on a fee-per-access line
- There are three categories of lines – residential, non-residential, and point-to-point
- Certified telecommunication providers pay the City fees based on the number of access lines and the line rates established by the PUC
- Pursuant to state law, the PUC provides the City with an annual increase to the access line rates for residential, non-residential, and point-to-point lines
- The annual increase is set at half of the increase of the Consumer Price Index

# 2024 Access Lines Rates Increase

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## 2024 Annual Increase:

- For 2024, if accepted by the City, the three access line rates will increase by 2.2484% from the 2023 rates
- The City does not have to accept the increase
- The 2023 and proposed 2024 access line rates are below:

Access Line Rates		
	2023	Proposed 2024
Residential	\$1.14	\$1.17
Non-Residential	\$2.53	\$2.59
Point-to-Point	\$3.78	\$3.87

# 2024 Access Lines Rates Increase

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## Action Requested

Approve the resolution accepting the Public Utility Commission's 2024 maximum access lines rates increase.

# 2024 Access Lines Rates Increase

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## Questions/Comments

Matt Ribitzki  
Sr. Deputy City Attorney/Director of Legal Services  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE 2024 MAXIMUM ACCESS LINE RATES PURSUANT TO CHAPTER 283 OF THE LOCAL GOVERNMENT CODE.**

**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 Public Utility Commission notified the City that the City’s 2024 maximum access line rates have increased by 2.2484% from the City’s 2023 rates pursuant to Chapter 283 of the Local Government Code; and

**WHEREAS**, the City has the option to decline the increase in access line rates; and

**WHEREAS**, the City desires to accept the increase in access line rates.

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

**Section 1.**

The City hereby accepts the 2024 maximum access line rates increase of 2.2484% from the City’s 2023 rates.

**Section 2.**

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

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



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## City Council Regular Meeting

**DEPARTMENT:** City Secretary Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of an order appointing Presiding Judge and Alternate Judge of the Early Voting Ballot Board for the May 4, 2024 General Election. (*Staff Contact: Amanda Campos, City Secretary*)

**SUMMARY:**

An Early Voting Ballot Board must be created for every election. The Early Voting Ballot Board shall consist of a Presiding Judge, Alternate Judge, and at least one other member. The Presiding Judge and Alternate Judge are appointed the same manner as the Election Presiding and Alternate Judges, by order of the city council.

The Early Voting Ballot Board is charged with qualifying and process early voting ballots, regular ballots by mail, late ballots, and provisional ballots.

The Early Voting Ballot Board can not convene prior to election day unless acting as the Signature Verification Committee.

**RECOMMENDATION:**

Appoint Stacey Henry as the Presiding Judge and Patty Durant as the Alternate Judge, with the following members, Ryan Bates, Tricia Askins, and Jamie Jones.

**STAFF CONTACT:**

Name: Amanda Campos  
Title: City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665 or 817-291-5846

# Early Voting Ballot Board May 4, 2024 General Election

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APRIL 10, 2024

# What is a Early Voting Ballot Board? EVBB

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Created in each election to qualify and process:

- Early Voting Ballots
- Regular Ballots by Mail
- Late Ballots
- Provisional Ballots



# Who can be appointed and how many?

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Registered voters of the city of Burleson can be appointed

At least Presiding Judge, Alternate Judge, and one other member

The city council appoints these members through an order

# The Work to be Done

## Qualify and Process:

- Early Voting Ballots
- Regular Ballots by Mail
- Late Ballots
- Provisional Ballots

Coordinate all voted material for records retention and assist Presiding Election Judge with any other requests.

Will meet on Election Day and than again after to process Provisional Ballots.



BITX

Questions?

**City of Burleson**  
**May 4, 2024 General Election**  
**Notice of Appointed Members to**  
**Early Voting Ballot Board**

To the Early Voting Clerk:

The appointing authority met on April 15, 2024 at its regular scheduled meeting and appointed members to the Early Voting Ballot Board for the May 4, 2024 General Election to serve one year term.

Members:

Stacey Henry	Presiding Judge EVBB
Patty Durant	Alternate Judge EVBB
Ryan Bates	EVBB Member
Tricia Askins	EVBB Member
Jaime Jones	EVBB Member
Frank Lopez	EVBB Member

Any other dully appointed and sworn election workers for the May 4, 2024 General Election may assist as needed.

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Chris Fletcher, Mayor

Signed this 15<sup>th</sup> day of April, 2024



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**City Council Regular Meeting**

**DEPARTMENT:** Legal

**FROM:** Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of an amended employment agreement with Amanda Campos to act as City Secretary. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)

**SUMMARY:**

Section 29 of the City's Charter requires that the City Council appoint a City Secretary. Amanda Campos has served as the City Secretary for a number of years. On April 1, 2024, the City Council conducted a performance review with Ms. Campos. The proposed employment agreement incorporates the modifications discussed during the performance review.

**RECOMMENDATION:**

None.

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

The City Council conducted a performance review with Ms. Campos on April 1, 2024.

**FISCAL IMPACT:**

Budgeted: Yes  
Fund Name: General Fund  
Account: 101-1101

**STAFF CONTACT:**

Matt Ribitzki  
Sr. Deputy City Attorney/Director of Legal Services  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664

**City Council Regular Meeting**

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Director  
**MEETING:** April 15, 2024

**SUBJECT:**

Craftmasters at FM 1902 & CR 1019 (Case 23-308): Hold a public hearing and consider approval of an ordinance for a zoning change request from “PD”, Planned Development to “PD” Planned Development for a commercial trade school. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

**SUMMARY:**

On October 16, 2023, a zoning change request was submitted Chad Turnbull representing Craftmasters (applicant), with authorization from Burleson 4A Economic Development Corporation (owners), to change the zoning of approximately 70.851 acres to “PD”, Planned Development.

**DEVELOPMENT OVERVIEW:**

The applicant is proposing a “PD”, Planned Development district zoning for the development of a professional campus / commercial trade school. If the zoning is approved, a commercial site plan submittal will be required. This will ensure the site is developed in accordance with the “PD” development standards contained within the proposed ordinance (attached as Exhibit 3).

**Zoning and Land Use Table**

	Zoning	Use
Subject Site	“PD”, Planned Development	Undeveloped
North	ETJ	Undeveloped
East	Chisholm Summit Development	In development
South	Chisholm Summit Development	In development

West	ETJ	Undeveloped
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**This site is designated in the Comprehensive Plan as Neighborhoods.**

This land use category is intended for predominantly traditional single-family residential developments, but does allow for a mix of densities, lot sizes, housing stock, and styles as appropriate. Neighborhoods should have increased pedestrian connectivity that includes sidewalks, trails, and greenbelts.

Retail and commercial uses in the area should be located along larger thoroughfares and should be developed in harmony with the residential character

*Staff supports a Planned Development zoning for a professional campus/commercial trade school center in this area based on proximity to the Chisholm Trail Parkway.*

**Engineering:**

Commercial site plan and civil engineering, reviews will be required prior to the development of the site. Sanitary sewer extension will be required to the site prior to development as well.

**RECOMMENDATION:**

Recommend approval of an ordinance for the zoning change.

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

Mar. 26, 2024 – The Planning and Zoning Commission recommended approval.

Oct. 3, 2022 – PD zoning or Hooper Business Park approved by City Council.

Oct. 3, 2022 – Annexation approved by City Council for Hooper Business Park.

**REFERENCE:**

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](http://www.burlesontx.com/egov/zoning)

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony McIlwain  
 Director of Development Services  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
 817-426-9684

# ZC – Craftmasters PD

## Location:

- FM 1902 & CR 1019
- 70.851 acres

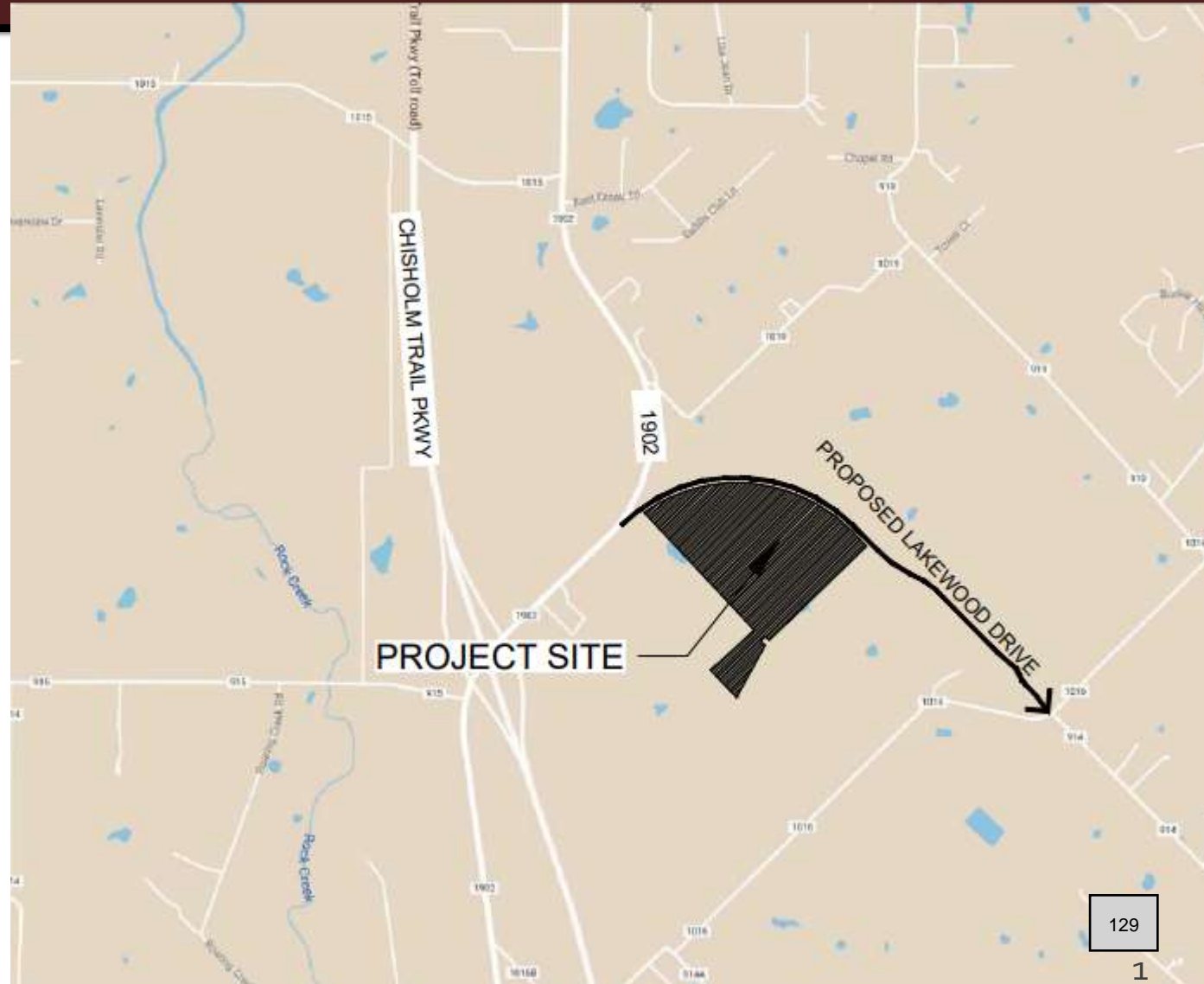
## Applicant:

Chad Turnbull (Craftmasters)

Burleson 4A Economic Development Corporation

## Item for approval:

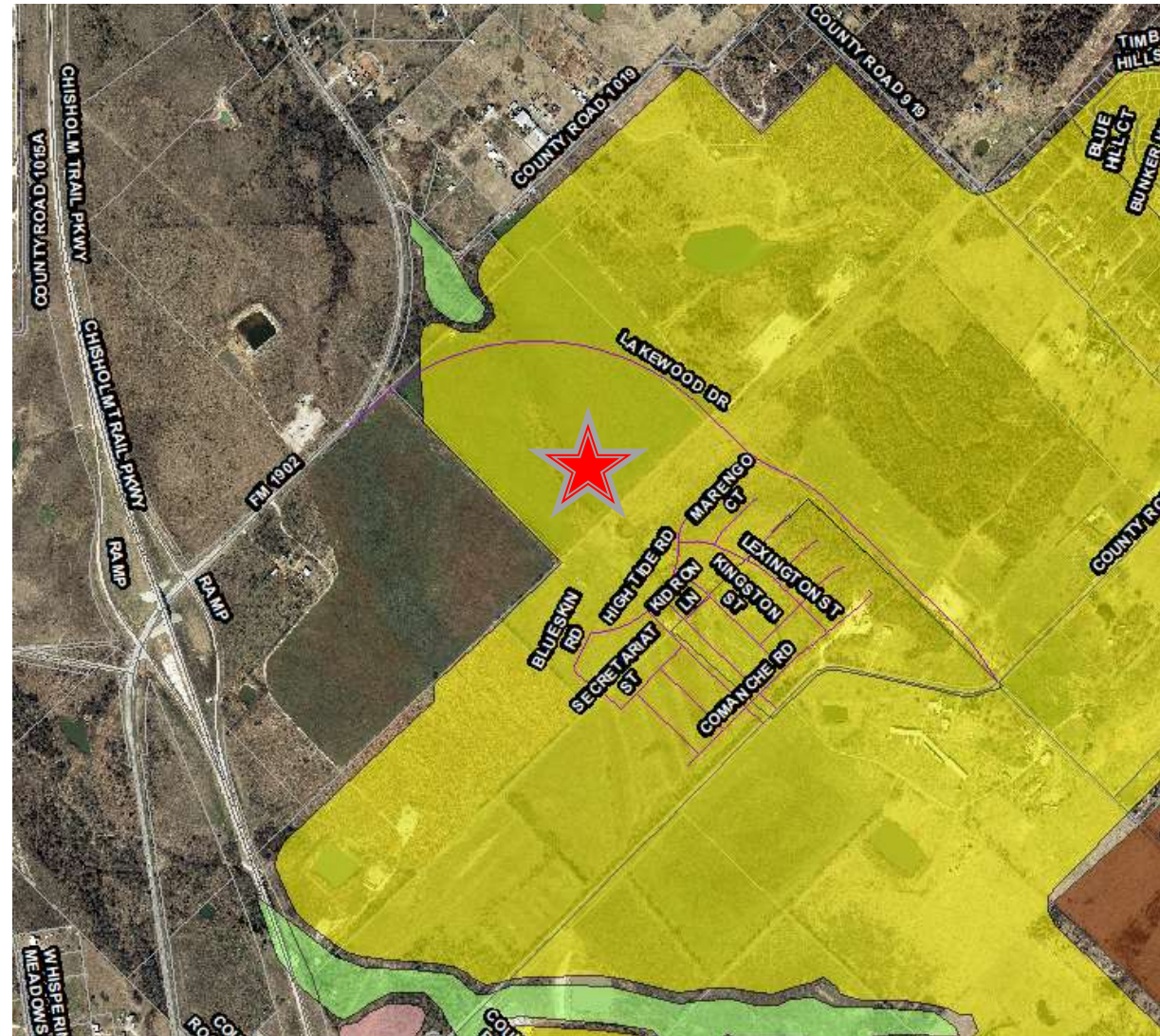
Zoning Change from “PD”, Planned Development to PD, for a commercial trade school (Case 23-308).





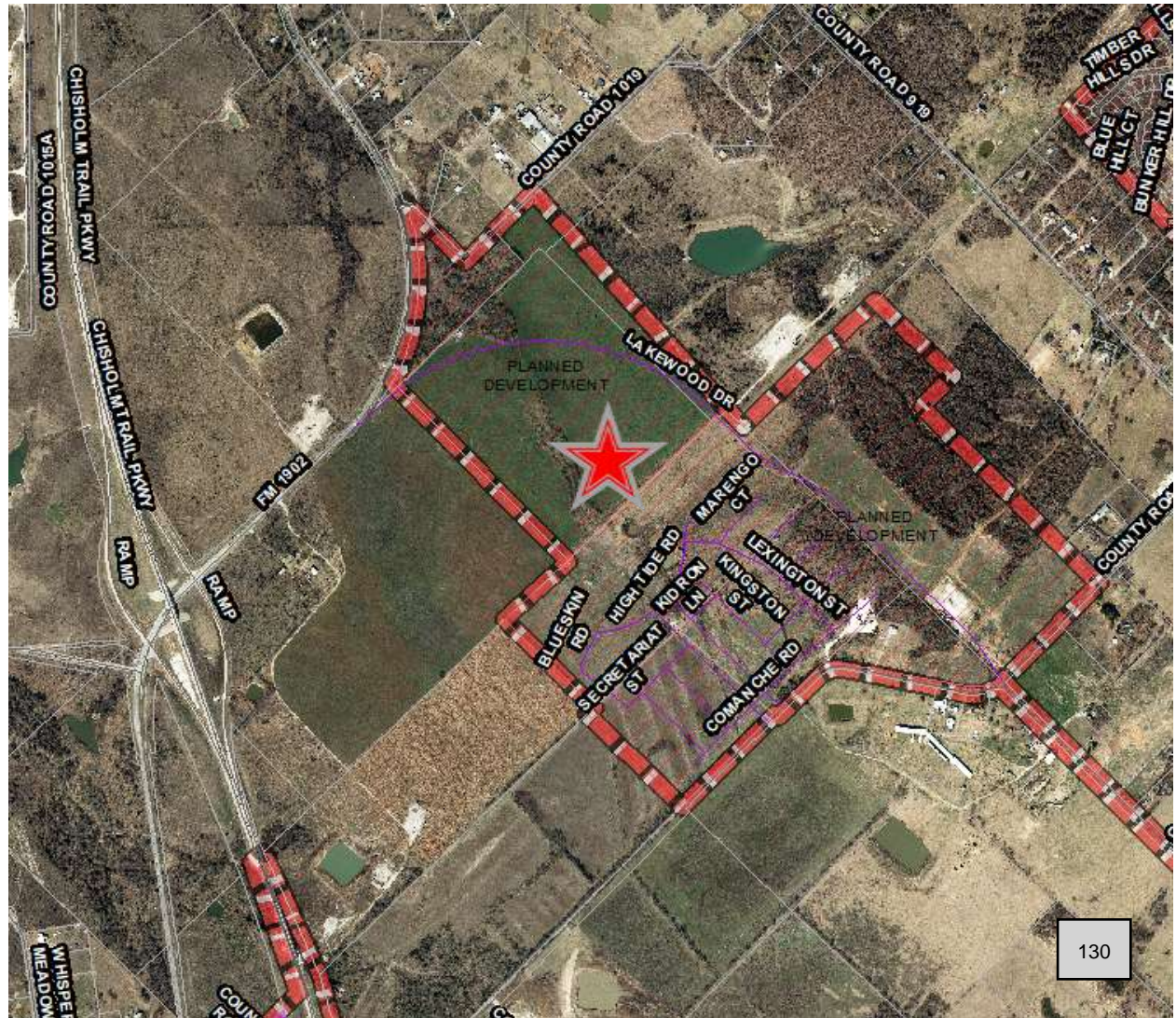
# Comprehensive Plan

Neighborhoods



# Zoning

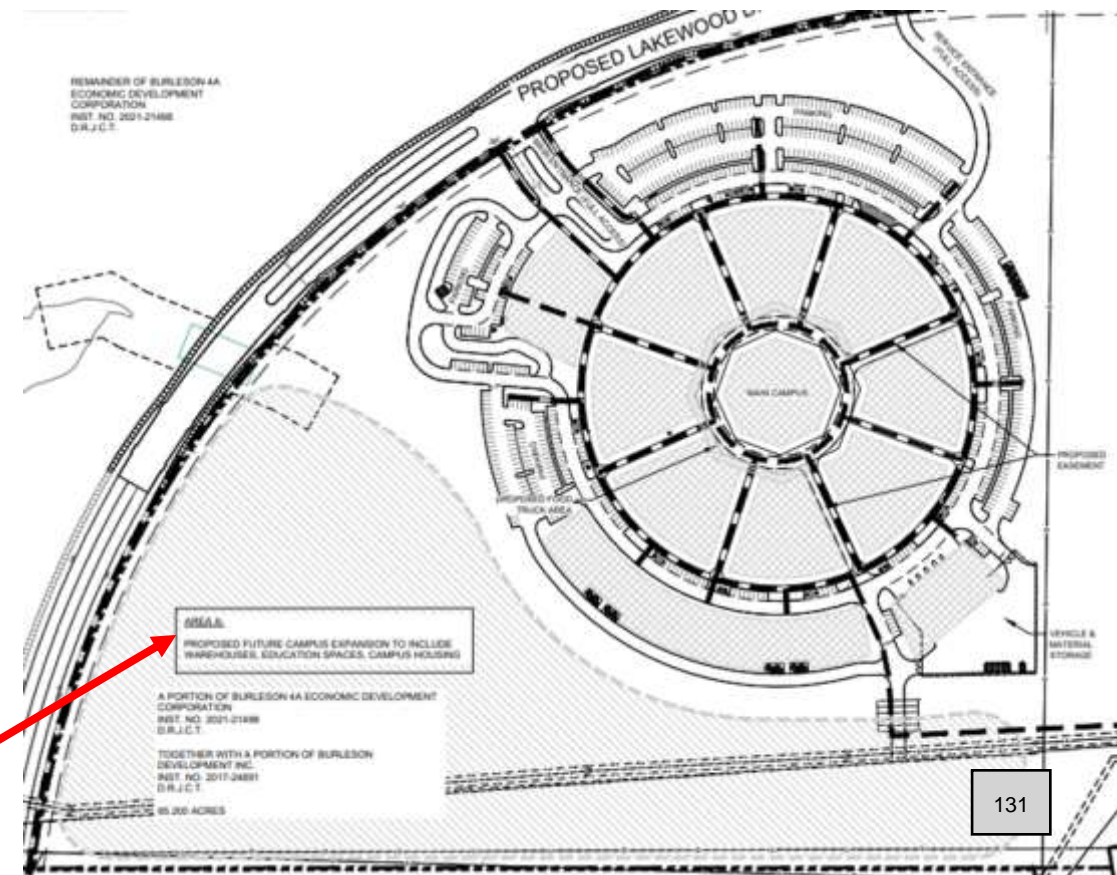
PD, Planned Development





# Craftmasters PD

Current Zoning (Hooper BP)	Proposed (Craftmasters)
Bus station or terminal	Café (Craftmasters – Storyville Coffee)
College or university	College or university
Hospital	Commercial trade school
Medical laboratory	Professional artisan workshop (limited to 5,000 sq. ft.)
Offices, medical, business, and professional	Accessory building (school related)
Accessory commercial buildings	Food Truck
Parking lot or structure	Off-street Parking
Bus station or terminal	Parking lot or structure
<b>SUP Required</b>	<b>SUP Required</b>
Food/beverage sales, store Restaurant or cafeteria	Campus Housing (Area A only)

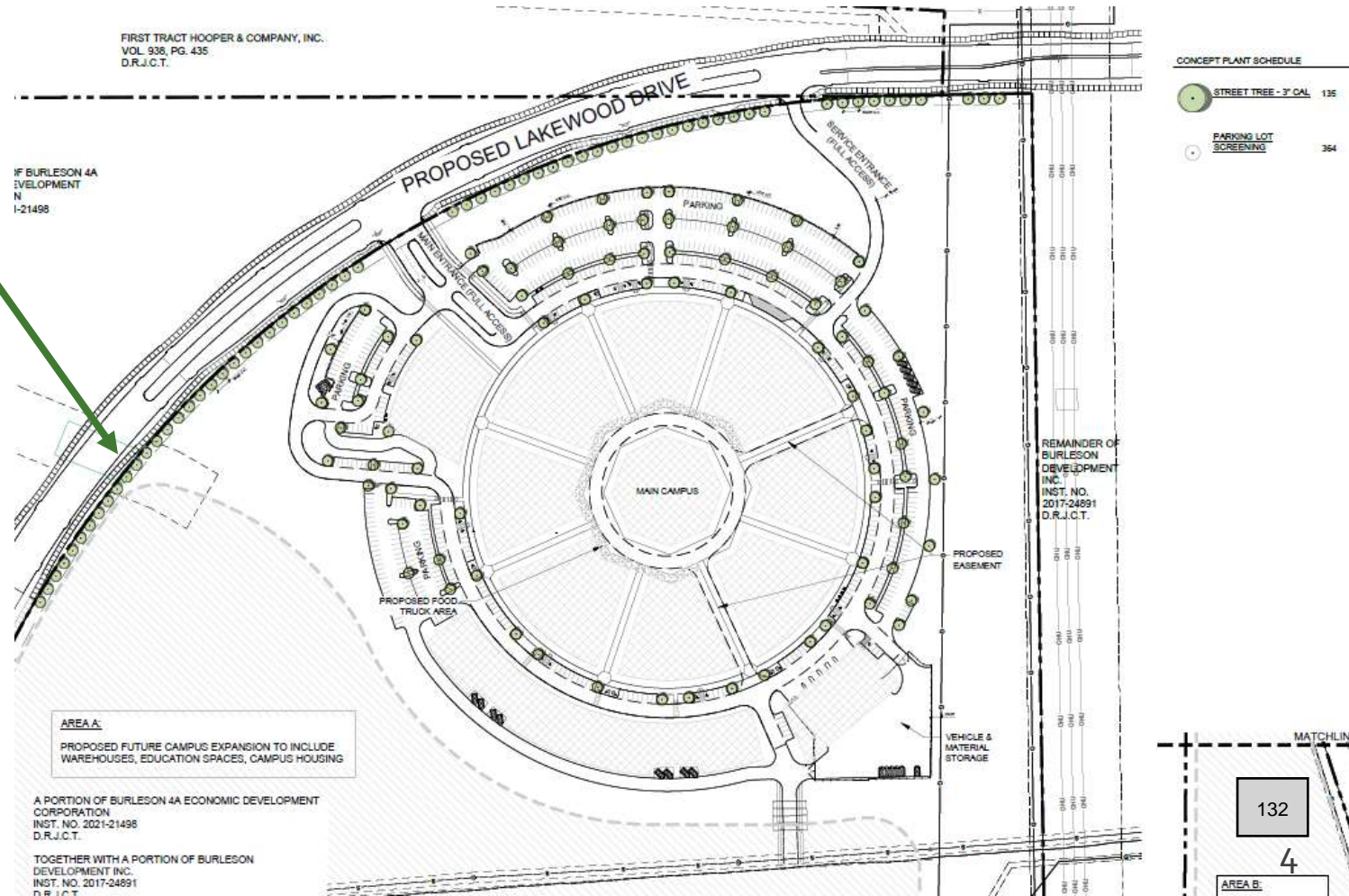


# ZC – Craftmasters PD

## Landscaping:

- Minimum of 15 percent of property to be devoted to landscaping
- Street trees - minimum 3 caliper inches with no more than 30 foot spacing to be provided along all public right-of-ways. Staff and developer will coordinate to ensure consistency of spacing and species for landscaping of Lakewood Drive.
- A single row of shrubs shall be placed at the edge of parking areas to screen from view of public right-of-way.

A detailed landscaping plan to be provided as part of site plan review and approval.



# ZC – Craftmasters PD

## Campus & Coffee Shop Building Elevations



FIBER CEMENT PANEL



THIN BRICK VENEER



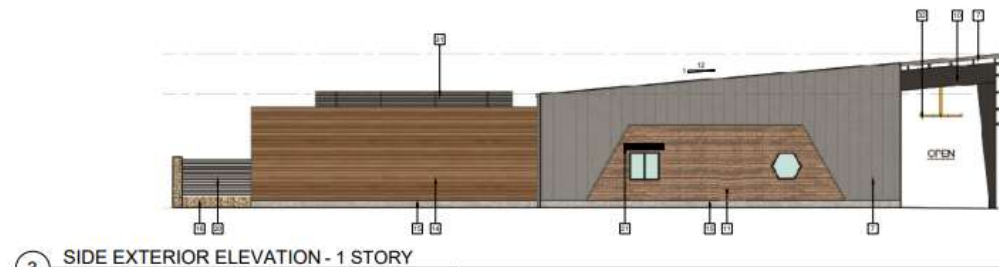
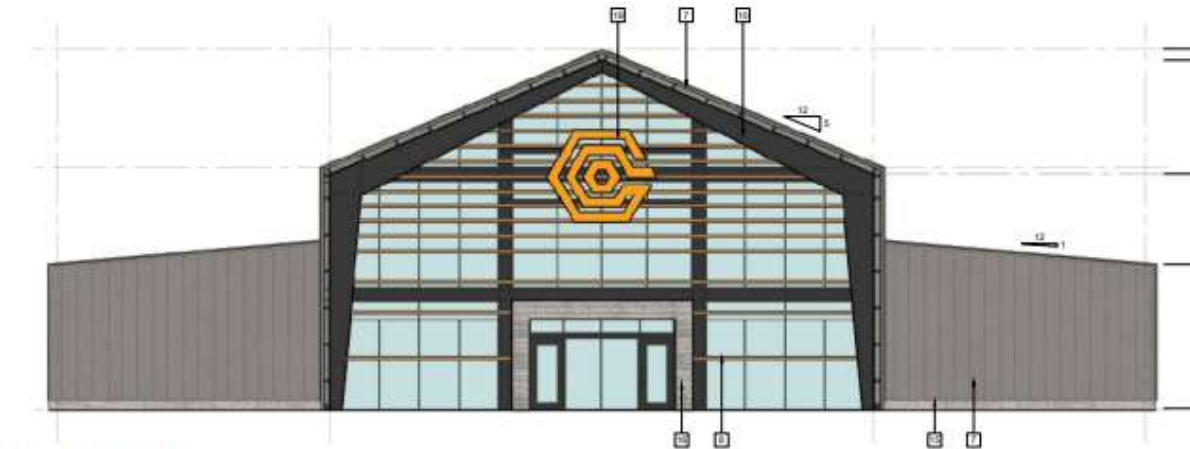
INSULATED METAL PANEL



PERFORATED METAL SCREEN



STEEL PORTAL FRAME

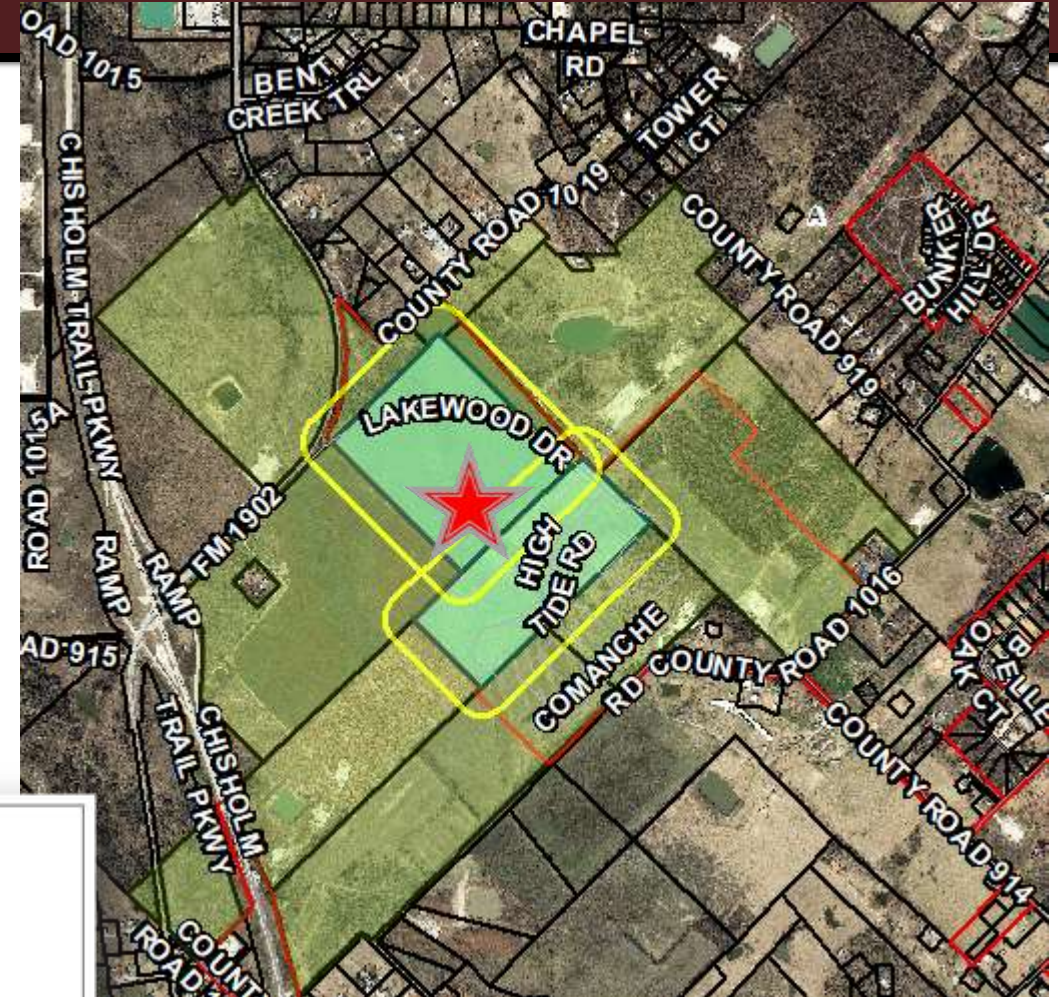





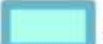
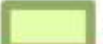

# ZC – Craftmasters PD

## Public Hearing Notice

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



**Legend**

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

# ZC – Craftmasters PD

## P&Z Summary

### Vote

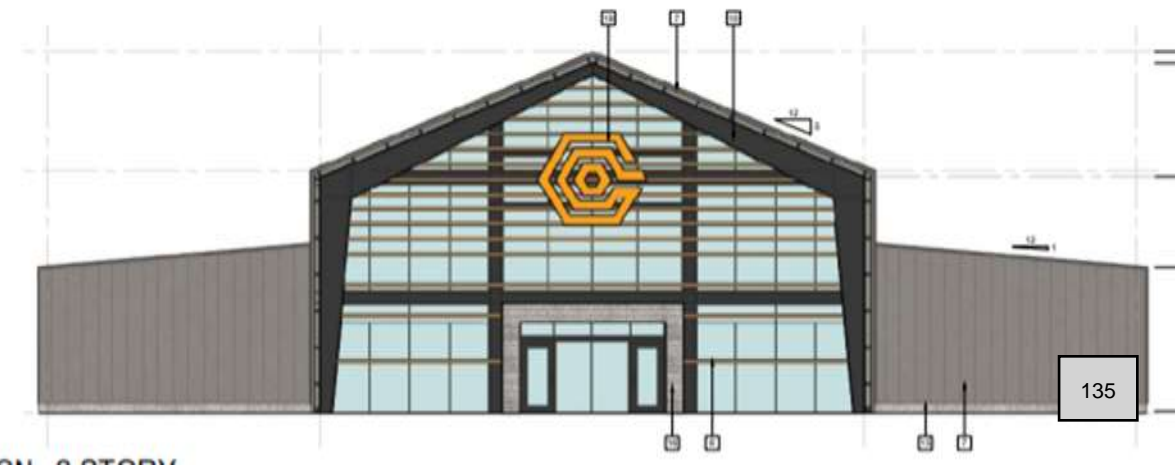
Recommended approval unanimously

### Discussion

Brief discussion regarding street trees and the ultimate buildout of Lakewood Dr (number of lanes)

### Speakers

Applicant was present (no questions)

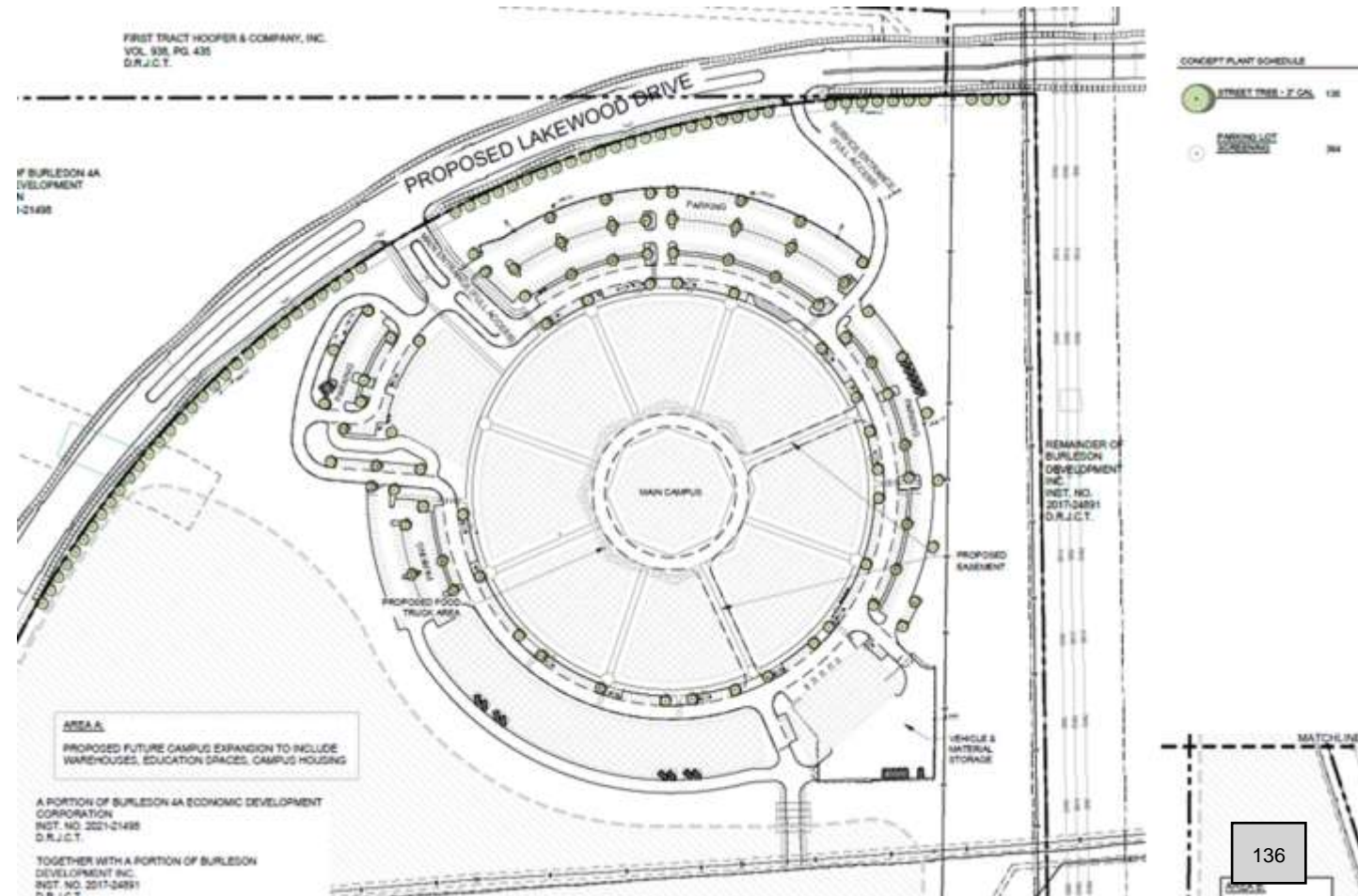


# ZC – Craftmasters PD

## Staff's Recommendation

Staff has determined that the requested zoning and use align with the Comprehensive Plan.

Staff recommends approval of the ordinance for a zoning change.





## 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 70.851 ACRES OF LAND SITUATED IN THE D. DYKES SURVEY, ABSTRACT NO. 229, AND IN THE F.A. CLARAGE SURVEY, ABSTRACT NO. 142, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, (D.R.J.C.T.); FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD); 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 **Chad Turnbull representing Craftmasters and Burleson 4A Economic Development Corporation** on **October 16, 2023**, under **Case Number 23-308**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the

City of Burleson, Texas voted 7 to 0 to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of **Planned Development (PD)** to **Planned Development (PD)**; 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 **Planned Development (PD)**; 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 by the metes and bounds attached as **Exhibit “a”**, by changing the zoning of said property from the PD, Planned Development district to the PD, Planned Development district.

**Section 2  
DEVELOPMENT STANDARDS**

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances, as amended, except to the extent modified by the Development Regulations set forth below:

**A. GENERAL DESCRIPTION:** The purpose of this district is for Commercial Trade School, Retail, Office, and Commercial Uses as specifically stated in this Ordinance. Access shall be allowed from access drives or parking areas connecting to adjacent public roadways. Requirements for development shall be governed by standards as described below.

**B. EXHIBITS AND PROCEDURE:**

- a. Conceptual Site Plan. The Property shall be developed in general conformance with the Conceptual Site Plan, attached hereto as “**Exhibit A**” (the “Conceptual Site Plan”).
- b. Conceptual Landscape Plan. Landscaping shall be provided in general conformance with the Conceptual Landscape Plan, attached hereto as “**Exhibit B**” (the “Conceptual Landscape Plan”).
- c. Conceptual Sidewalk and Trailway Plan. Pedestrian sidewalks and trailways shall be developed in general conformance with the Conceptual Sidewalk and Trailway Plan, attached hereto as “Exhibit C” (the “Conceptual Sidewalk and Trailway Plan”).
- d. Conceptual Pedestrian and Parking Lighting Plan. Except as provided in Section K of this ordinance, pedestrian and parking lighting on the main campus shall be provided in general conformance with the Conceptual Pedestrian and Parking Lighting Plan, attached hereto as “Exhibit D” (the “Conceptual Pedestrian and Parking Lighting Plan”).
- e. Conceptual Sign Plan. Except as provided in Section J of this ordinance, signage on the main campus shall be provided in general conformance with the Conceptual Sign Plan, attached hereto as “Exhibit E” (the “Conceptual Sign Plan”).
- f. Development of Area A. Development and use of Area A shall comply with a final site plan, submitted to the City in accordance with the City of Burleson Code of Ordinances.
- g. Main Campus Character Elevations. Main campus character elevations are attached hereto as “Exhibit F”, and are illustrative of the conceptual building designs for primary buildings on the campus (the “Character Elevations”). While these images are not intended to be an exact or final representation of the final building designs, primary buildings on the campus shall generally conform to architectural design and materials represented in the images.

**C. DEFINITIONS:**

- a. *Area A* means the proposed future expansion area, as depicted on the Conceptual Site Plan.
- b. *Campus housing* means residential facilities for housing students, faculty, staff, or groundskeepers of the commercial trade school.
- c. *Commercial trade school* means a business organized to operate for a profit and offering instruction and training in a trade such as welding, brick laying, machinery operation, and similar manual trades. For purposes of this ordinance, commercial trade school shall include instruction and training related to topics such as: agriculture, building information modeling, carpentry, concrete, construction technology, electrical work, fabrication, heavy equipment operation, HVAC installation and repair, irrigation, landscaping, masonry, plumbing, project management, robotics, stonework, and water processing.
- d. *Food truck area* means the area where food trucks may be located, as depicted on the Conceptual Site Plan.
- e. *Internal fencing* means any fencing that is located 20 feet or more from the property line or 100 feet or more from a public right-of-way.
- f. *Main campus* means the initial phase of development on the Property, as depicted on the Conceptual Site Plan.
- g. *Professional artisan workshop* means an establishment used by a skilled craft worker for the production, processing, or manufacturing of specialty or craft goods by the use of hand tools or mechanical equipment.

**D. PERMITTED USES:** Land uses permitted are as follows:

Permitted Uses

Café (drive in or not drive in type)

College or university

Commercial trade school

Professional artisan workshop (limited to 5,000 square feet of floor area)

Accessory Uses Allowed

Accessory building

Food Truck

Off-street parking

Parking lot or structure

Specific Use Permit Required

Campus housing (permitted in Area A only)



**E. BULK RESTRICTIONS:**

- a. Minimum Lot Area – ten thousand (10,000) square feet)
- b. Maximum Lot Coverage – no more than sixty-five percent (65%) of the total lot area shall be covered by the combined area of the main buildings and accessory buildings.
- c. Minimum Lot Width – one hundred feet (100’)
- d. Minimum Front Yard – twenty feet (20’)
- e. Side Yard – a side yard adjacent to a public street shall be a minimum of fifteen feet (15’). A side yard adjacent to a residential or commercial lot shall be a minimum of ten feet (10’). Nothing in this section is intended to or shall eliminate or supersede any requirements of the City of Burleson’s building or fire codes that establish regulations dealing with building separations or fire resistive construction.
- f. Minimum Rear Yard – minimum depth of the rear yard shall be ten feet (10’) when adjacent to a residential use. Otherwise it is zero feet (0’).
- g. Shipping containers related to a commercial trade school may be used for storage purposes or in a manner consistent with the construction industry, but shall not be used as classrooms. Shipping containers shall be located on a concrete foundation or constructed in a manner that is consistent with permanent structures under the City of Burleson’s Code of Ordinances. The number of shipping containers permitted on the property shall not exceed a total of one (1) per three (3) acres. Shipping containers shall not be located within 200 feet of a public right-of-way and shall be painted to meet aesthetic design of the main campus. Shipping containers may not be stacked and shall be screened in accordance with Section M of this Ordinance.

**F. CAMPUS HOUSING BULK RESTRICTIONS:** The bulk restrictions for campus housing shall be determined at the time of SUP.

**G. CAFÉ SEATING:** Outdoor café seating for restaurant, café, deli or coffee shop uses shall be permitted but the café seating must be contained within the building’s private lot or privately owned common areas. Café seating may not extend into public right-of-way.

**H. PARKING:** Parking requirements within the Planned Development Commercial Tracts shall be based on the City of Burleson Zoning Ordinance requirements for the types and sizes of proposed uses, except as modified below.

- a. For non-residential uses, parking shall be provided at the minimum rate of 1.5 spaces per 1,000 square feet of floor area.
- b. For campus housing, parking shall be determined at time of SUP.
- c. Shared parking agreements are permissible between allowed commercial uses with the prior approval of the City of Burleson.
- d. Required parking areas shall meet the requirements of the City of Burleson Code of Ordinances. Additional surface parking areas in excess of what is required for the

use may be paved or consist of other impervious or pervious materials, including: concrete; asphalt; gravel; concrete masonry product, such as pavers; or permeable and semi-pervious paving system designed to support vehicular and pedestrian traffic, while allowing grass or vegetation to grow within the open cells of the pavement. Any area designated as a fire lane shall be constructed in accordance with the relevant City standards.

**I. ARCHITECTURAL STYLE:** Primary buildings on the main campus shall be designed in an architecturally similar manner as the Character Elevations.

**J. DETAILED SIGN PLAN:**

- a. For purposes of signage related to a commercial trade school, a detailed sign plan application shall be submitted to City Council for review and approval. Unless excepted by the City of Burleson's Code of Ordinances, a sign permit application shall be submitted and no permanent sign shall be constructed until a building permit has been approved by the building official in accordance with the Code. A detailed sign plan application shall include:
  - i. Proposed sign palette, which may include any combination of sign types;
  - ii. Location of all proposed signs included in the sign palette;
  - iii. Size and number of all proposed signs including maximum area, letter height, number, and height;
  - iv. Materials proposed for all signs and sign structures;
  - v. Color and style palette for all signs (letter colors, background colors, text fonts, etc.) including context of where signs are to be placed on any given facade;
  - vi. Type of illumination proposed, and whether external or internal;
  - vii. Landscaping or ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement the proposed sign palette and design; and
  - viii. Any other information as required by the decision-making bodies.

**K. LIGHTING:**

- a. Lighting shall be designed as an integral part of the building and site design and shall be compatible and harmonious throughout the entire development and shall be in keeping with the specific function and building type served.
- b. Light fixtures shall be compatible with the colors and materials of the building architecture.
- c. Lighting shall use consistent fixtures, lamp type, and illumination levels.
- d. Lighting illumination will be provided for all parking areas.
- e. The orientation of the fixture and the pattern of light created shall be so designed so as to avoid glare of light intrusion into the sky, a public way, street or adjacent property.
- f. All exterior illumination shall comply with the ordinance, rules and regulations of the city.

- g. All parking and loading areas shall be illuminated utilizing full cut-off fixtures and shall have fixtures no taller than 35 feet.

**L. LANDSCAPING:** For purposes of landscaping, the entire Property shall be considered one lot and shall be provided in general conformance with the Conceptual Landscape Plan, subject to the following:

- a. A minimum of 15 percent of the Property shall be devoted to landscaping.
- b. Phasing. Where construction is to be a single phase or multi-phase development, only the area being constructed in the current phase shall be required to comply with the landscaping regulations. For example, landscaping for the main campus shall be provided with construction of the main campus, and landscaping for Area A shall be provided with construction of Area A.
- c. Tree species. Unless otherwise approved by the Director of Development Services, trees shall be provided in accordance with the approved species specified under the City of Burlison's Code of Ordinances.
- d. Transitional landscaping.
  - i. A 20 foot landscape strip shall be provided along any non-residential use abutting a single family residential district, as in existence at the time of passage of this ordinance, except along the eastern property line. Said landscape buffer may be located within the front yard or within an easement area. Planting material within the landscape strip shall include at least one (1) large canopy tree each 50 linear feet. For every five (5) large canopy trees, one (1) small ornamental tree shall be provided. One (1) large canopy tree may be replaced with two (2) small ornamental tree.
  - ii. Trees may be grouped or clustered to facilitate site design.
  - iii. A pedestrian pathway shall be provided to create connectivity between the main campus and the Chisholm Summit development.
- e. Parking lot landscaping.
  - i. A single row of shrubs shall be placed at the edge of parking areas within a dedicated planting bed to provide screening of parking areas from view along a public right-of-way, as depicted in the Conceptual Landscape Plan. Planting material shall include a minimum two and one-half (2 ½) feet tall hedge of evergreen shrubs at time of planting, spaced no greater than three (3) feet on center, or a minimum two and one-half (2 ½) foot tall grass berm, or a combination of the two. Such landscaping or berms shall not conflict with any sight easements.
  - ii. Parking aisles that shall terminate in landscape islands, which shall be vegetated with trees, plantings, grass, or shrubs.
  - iii. Within parking lot interiors, areas that are not covered with live plant materials shall be permanently maintained with decorative stone or natural mulch materials such as hard wood, pine bark, or other typical mulch materials.

**M. FENCING AND SCREENING:** For purposes of fencing and screening, the entire Property shall be considered one lot and shall comply with the following regulations:

- a. Fencing.
  - i. External fencing. External fencing shall comply with the requirements of the Burleson Code of Ordinances, Chapter 36, “Fencing and Screening Regulations”, except as provided below:
    - (a) No fencing shall be required along any non-residential use abutting a single family residential district, as in existence at the time of passage of this ordinance.
  - ii. Internal fencing. Internal fencing shall be permitted, provided the fencing is comprised of common fencing material (excluding galvanized chain link, barbed wire or electric fences) and no more than 8 feet in height.
- b. Screening. Screening shall comply with the Burleson Code of Ordinances, Chapter 36, “Fencing and Screening Regulations”, except as provided below:
  - i. Mechanical equipment screening.
    - (a) Total screened areas of the roof-mounted equipment may be 100 percent of the roof area of the structure.
    - (b) When the total screened area(s) of roof-mounted equipment exceeds 25 percent of the roof area, screening shall be constructed using a material that is architecturally compatible with the main structure, at least as high as the roof-mounted equipment.
    - (c) Screening shall not be required for ground-level mechanical equipment that is not visible from the public right-of-way and used for educational purposes related to the campus.
  - ii. Outdoor storage screening.
    - (a) Screening shall not be required for outdoor storage that is used for educational purposes related to the campus.
  - iii. Loading area screening.
    - (a) A loading dock or truck berth that that is located 20 feet or more from the property line or 100 feet or more from a public right-of-way shall not require screening.
  - iv. Transitional screening.
    - (a) Transitional screening shall only be required when non-residential uses abut residential uses, as in existence at the time of passage of this ordinance.
    - (b) When abutting a residential use, live screening using natural growth or planted vegetation shall be permitted. Planting material shall include a minimum four (4) feet tall hedge of evergreen shrubs at time of planting, spaced no greater than four (4) feet on center, or a minimum four (4) foot tall grass berm, or a combination of the two.
    - (c) Transitional screening or buffering shall not be required along private alleys, streets, or easement areas.
  - v. Shipping containers.
    - (a) Shipping containers shall be screened from a public right-of-way.

**N. FOOD TRUCKS:** Food trucks that are accessory to a commercial trade school shall be permitted subject to the following:

- a. For purposes of this ordinance and permitting, the food truck area shall not be considered a food truck park or food truck operation site, as defined in the City of Burleson's Code of Ordinances.
- b. No more than eight (8) food trucks shall be permitted in the food truck area.
- c. Additional standards. Except as provided below, each food truck shall be required to comply with the provisions of Chapter 14, Article 5, Section 14-240, Food trucks, of the City of Burleson's Code of Ordinances, as it relates to the operation of a single food truck.
  - i. Sanitary facilities shall be made available to the satisfaction of the City Manager or his/her designee.
  - ii. Electrical, outlet access, temporary pole, or use of generator is permitted. Food truck must be self-contained and where the water and wastewater service provided by commissary.
  - iii. Operation of the food truck shall not impede on the minimum existing parking use requirements of this ordinance.
  - iv. A food truck shall only be allowed to engage in sales or food service during the hours of operation of the main campus.
  - v. Food trucks shall be subject to the noise requirements of Chapter 34, Article V of the City of Burleson's Code of Ordinances.
  - vi. The vicinity around the food truck shall be kept clean and free of debris.

**O. BUILDING HEIGHT:** Maximum Building Height within the Planned Development shall be six (6) stories. Additional height may be granted by City Council with the formal submittal of a site plan.

**P. STREET TREES:** Street trees of three (3) inch caliper or more will be located on no more than thirty (30) foot spacing on private property along both sides of all public right-of-ways. As depicted on the Conceptual Landscape Plan, street trees planted along Lakewood Drive shall extend slightly beyond the main campus near Area A to ensure consistency in growth and maturity of the site. The developer and City Staff will coordinate the placement of street trees along Lakewood Drive to ensure species and spacing consistency with the City of Burleson's median and public right-of-way landscaping. The Director of Development Services may authorize a deviation in spacing, not to exceed 10 percent, to ensure consistent and healthy planting of street trees along Lakewood Drive only. Street tree species shall be in accordance with Article 86-81 of the City Landscape Ordinance.

**Q. SITE PLAN:**

1. A final site plan is required for development and use of Area A within this PD Ordinance.
2. The site plan shall be submitted concurrently or in advance of the final plat and engineering plans for a particular development tract. Approval of the site plan is required prior to issuance of any Development Permit or Building Permit for a

- development parcel.
3. Detail site plan requirements are contained in the City of Burleson Code of Ordinances but at a minimum the site plan shall address:
    - a. Location and size of all parking lots and parking spaces, loading areas, vehicular circulation paths, and proposed access points to adjacent property and the public street system.
    - b. Building size and location within the property.
    - c. Building setback lines.
    - d. Location of creeks, ponds, detention facilities (if applicable) and all proposed major drainage facilities.
    - e. Location and route of major water and sewer facilities required to serve the property.
    - f. Location of tree masses to be preserved.
    - g. Location and type of proposed screening.
    - h. Type and location of proposed signage.
    - i. Sidewalks and trail connections that comply with this PD Ordinance.
    - k. Conceptual building elevations noting the composition and percentages of proposed building materials.

**R. AMBIGUITY IN REGULATIONS:** If these standards do not regulate a particular aspect of development, or there is ambiguity between these regulations and the City of Burleson Code of Ordinances, then such aspect of development shall be rerated as follows:

If the type of land use affected by the ambiguity in regulation or lack of regulation is related to the development of commercial property, then the standards applied for resolving an issue shall be those that would be applicable if the property in question was zoned C.

**S. STREETS:** Except for the main entrance and service entrance depicted on the Conceptual Site Plan, driveways, intersections, and fire lanes for site development shown on the exhibits to this Ordinance are shown for illustrative purposes only. The location, configuration, spacing and construction of streets will be determined at the time of final site plan and shall be provided in conformance with all applicable sections 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:

APPROVED AS TO FORM:

---

Amanda Campos, City Secretary

---

E. Allen Taylor, Jr., City Attorney

**EXHIBIT "a"**

**DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE D. DYKES SURVEY, ABSTRACT NO. 229, AND IN THE F.A. CLARAGE SURVEY, ABSTRACT NO. 142, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHWESTERLY LINE OF SAID BURLESON DEVELOPMENT, INC., TRACT, FOR THE MOST SOUTHERLY CORNER OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT AND FOR THE MOST EASTERLY CORNER OF A TRACT OF LAND CONVEYED TO ANIMAL PANCAKES LLC. IN THAT DEED RECORDED IN VOLUME 4313, PAGE 277, D.R.J.C.T.;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID ANIMAL PANCAKES LLC. TRACT N 44°44'59" W, A DISTANCE OF 1948.77 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1940.00 FEET, WHOSE LONG CHORD BEARS S 86°16'52" E, 2532.10 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 81°28'35", AN ARC LENGTH OF 2758.74 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE S 45°32'35" E, A DISTANCE OF 247.61 FEET TO A POINT;

THENCE S 44°23'42" E, A DISTANCE OF 1673.97 FEET TO A POINT;

THENCE S 27°32'42" E, A DISTANCE OF 758.60 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID BURLESON DEVELOPMENT, INC., TRACT;

THENCE N 45°14'59" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 455.81 FEET TO A 3/4" IRON ROD FOUND IN THE SOUTHEASTERLY LINE OF SAID ANIMAL PANCAKES LLC. TRACT FOR THE MOST WESTERLY CORNER OF SAID BURLESON DEVELOPMENT, INC., TRACT;

THENCE N 45°42'36" E ALONG SAID SOUTHEASTERLY LINE AND THE NORTHWESTERLY LINE OF SAID BURLESON DEVELOPMENT, INC., TRACT, A DISTANCE OF 718.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 70.851 ACRES OF LAND MORE OR LESS.

**Exhibits “A through F” contained on the following pages:**

**Exhibit A – Conceptual Site Plan**

**Exhibit B – Conceptual Landscape Plan**



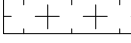

**Exhibit C – Conceptual Sidewalk and Trailway Plan**

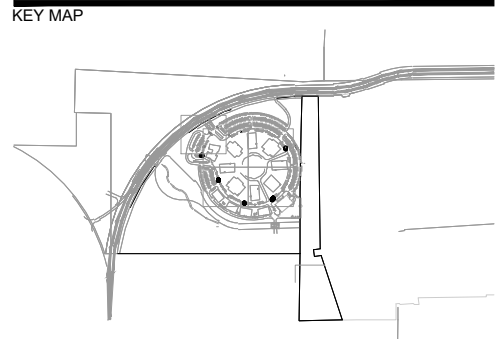
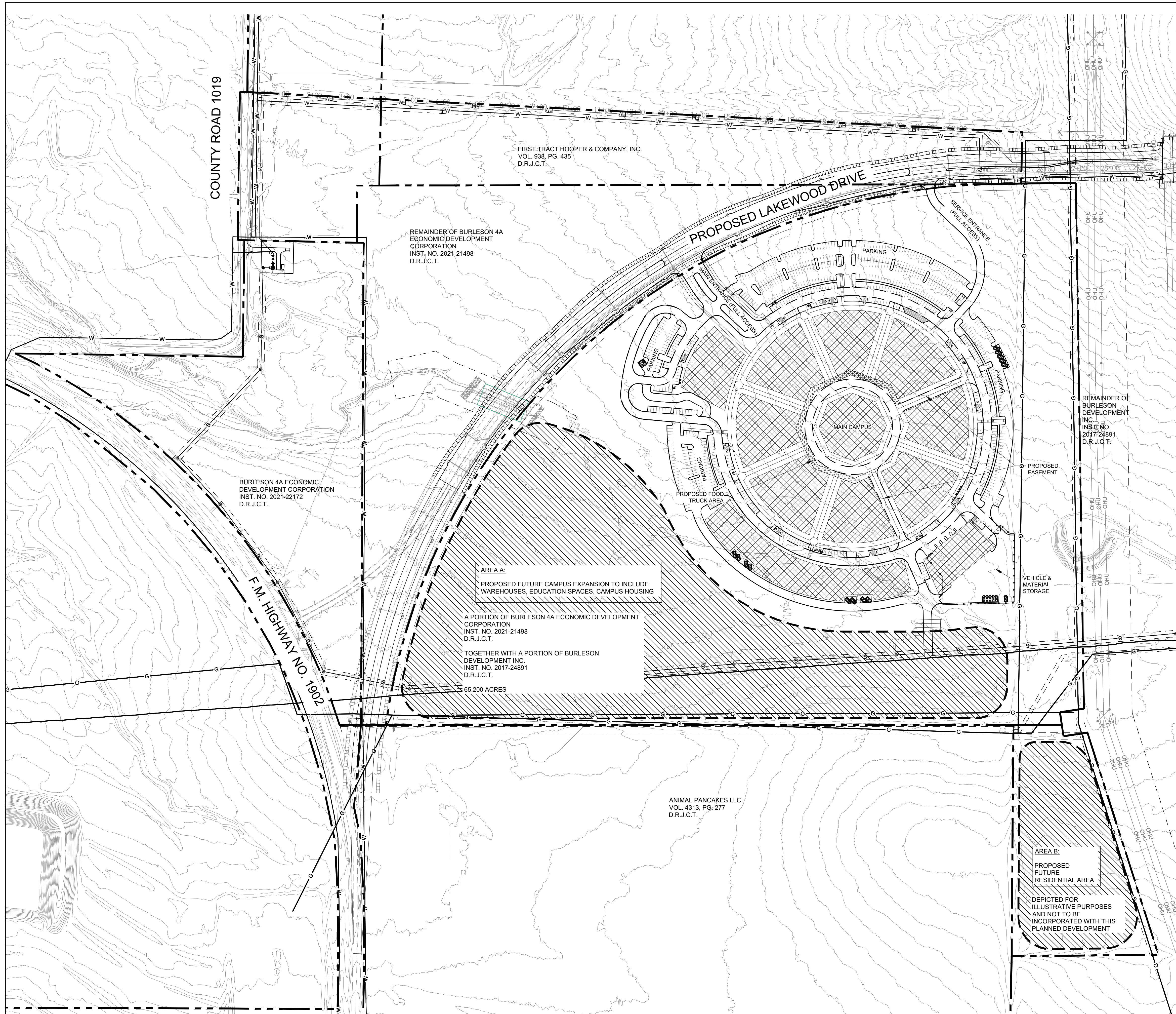
**Exhibit D – Conceptual Pedestrian and Parking Lighting Plan**

**Exhibit E – Conceptual Signage Plan**

**Exhibit F – Character Elevation**



- LEGEND:
-  BUILDABLE AREA
  -  PROPOSED FUTURE AREA
  -  PROPOSED FOOD TRUCK AREA
  -  LOT BOUNDARY LINE



SEAL

**PRELIMINARY  
-FOR REVIEW ONLY-**

THESE DOCUMENTS ARE FOR DESIGN  
REVIEW ONLY AND NOT INTENDED FOR  
CONSTRUCTION, BIDDING, OR PERMIT  
PURPOSE. THEY ARE PREPARED BY, OR  
UNDER THE SUPERVISION OF:

HETH KENDRICK 2948  
LANDSCAPE ARCHITECT REG.# DATE

**NOT FOR  
CONSTRUCTION**

**CRAFTMASTERS**

CRAFTMASTER  
9028 CR 1019  
BURLESON, TX

LANDDESIGN PROJ.# 8523004

REVISION / ISSUANCE		
NO.	DESCRIPTION	DATE

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX

SCALE: NORTH

VERT: N/A  
HORZ: 1" = 150'

0 75 150 300

SHEET TITLE

EXHIBIT A  
CONCEPTUAL SITE PLAN

SHEET NUMBER

**RZN\_03**



FIRST TRACT HOOPER & COMPANY, INC.  
VOL. 938, PG. 435  
D.R.J.C.T.

REMAINDER OF BURLESON 4A  
ECONOMIC DEVELOPMENT  
CORPORATION  
INST. NO. 2021-21498  
D.R.J.C.T.

REMAINDER OF  
BURLESON  
DEVELOPMENT  
INC.  
INST. NO.  
2017-24891  
D.R.J.C.T.

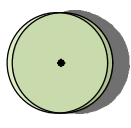
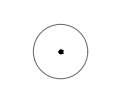
**AREA A:**  
PROPOSED FUTURE CAMPUS EXPANSION TO INCLUDE  
WAREHOUSES, EDUCATION SPACES, CAMPUS HOUSING

A PORTION OF BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION  
INST. NO. 2021-21498  
D.R.J.C.T.

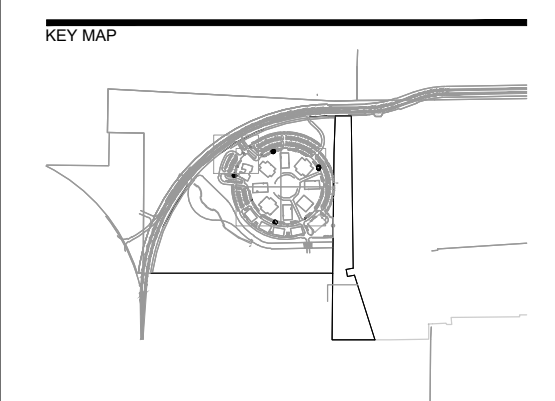
TOGETHER WITH A PORTION OF BURLESON  
DEVELOPMENT INC.  
INST. NO. 2017-24891  
D.R.J.C.T.

65.200 ACRES

CONCEPT PLANT SCHEDULE

-  STREET TREE - 3" CAL 135
-  PARKING LOT SCREENING 364

**Craftmasters**



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**CRAFTMASTERS**

CRAFTMASTER  
9028 CR 1019  
BURLESON, TX

LANDDESIGN PROJ.# 8523004

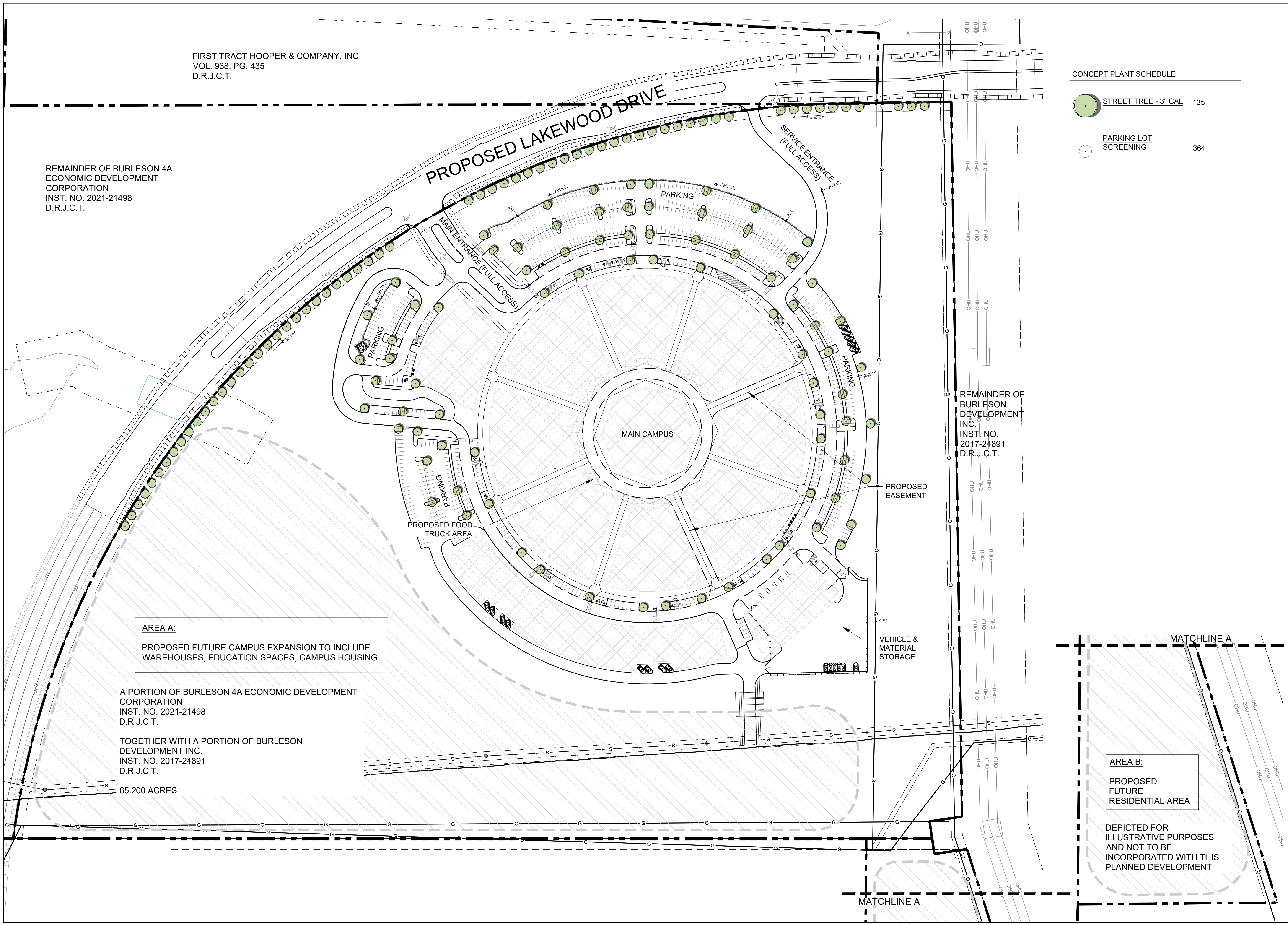
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CHECKED BY: XX

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VERT: N/A  
HORZ: 1" = 100'  
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SHEET TITLE  
**EXHIBIT B  
CONCEPTUAL  
LANDSCAPE PLAN**

SHEET NUMBER  
**RZN\_04**





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INC.  
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2017-24891  
D.R.J.C.T.

LEGEND:  
- - - SIDEWALK AND TRAILWAY  
- - - LOT BOUNDARY LINE

PROPOSED LAKEWOOD DRIVE

SERVICE ENTRANCE  
(FULL ACCESS)

MAIN ENTRANCE (FULL ACCESS)

PARKING

MAIN CAMPUS

PROPOSED FOOD  
TRUCK AREA

PROPOSED  
EASEMENT

VEHICLE &  
MATERIAL  
STORAGE

AREA A:  
PROPOSED FUTURE CAMPUS EXPANSION TO INCLUDE  
WAREHOUSES, EDUCATION SPACES, CAMPUS HOUSING

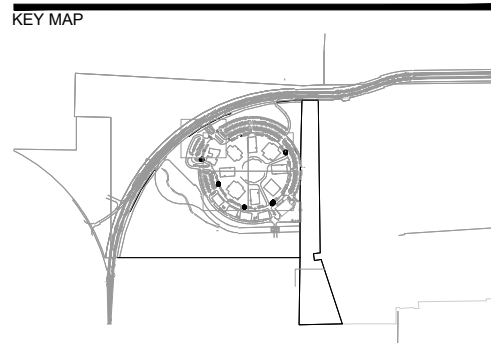
A PORTION OF BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION  
INST. NO. 2021-21498  
D.R.J.C.T.

TOGETHER WITH A PORTION OF BURLESON  
DEVELOPMENT INC.  
INST. NO. 2017-24891  
D.R.J.C.T.

65.200 ACRES

AREA B:  
PROPOSED  
FUTURE  
RESIDENTIAL AREA

DEPICTED FOR  
ILLUSTRATIVE PURPOSES  
AND NOT TO BE  
INCORPORATED WITH THIS  
PLANNED DEVELOPMENT



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**CRAFTMASTERS**

CRAFTMASTER  
9028 CR 1019  
BURLESON, TX

LANDDESIGN PROJ.# 8523004

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX

SCALE: NORTH  
VERT: N/A  
HORZ: 1" = 100'  
0 50 100 200

EXHIBIT C  
CONCEPTUAL SIDEWALK &  
TRAILWAY PLAN

SHEET NUMBER  
**RZN\_05**

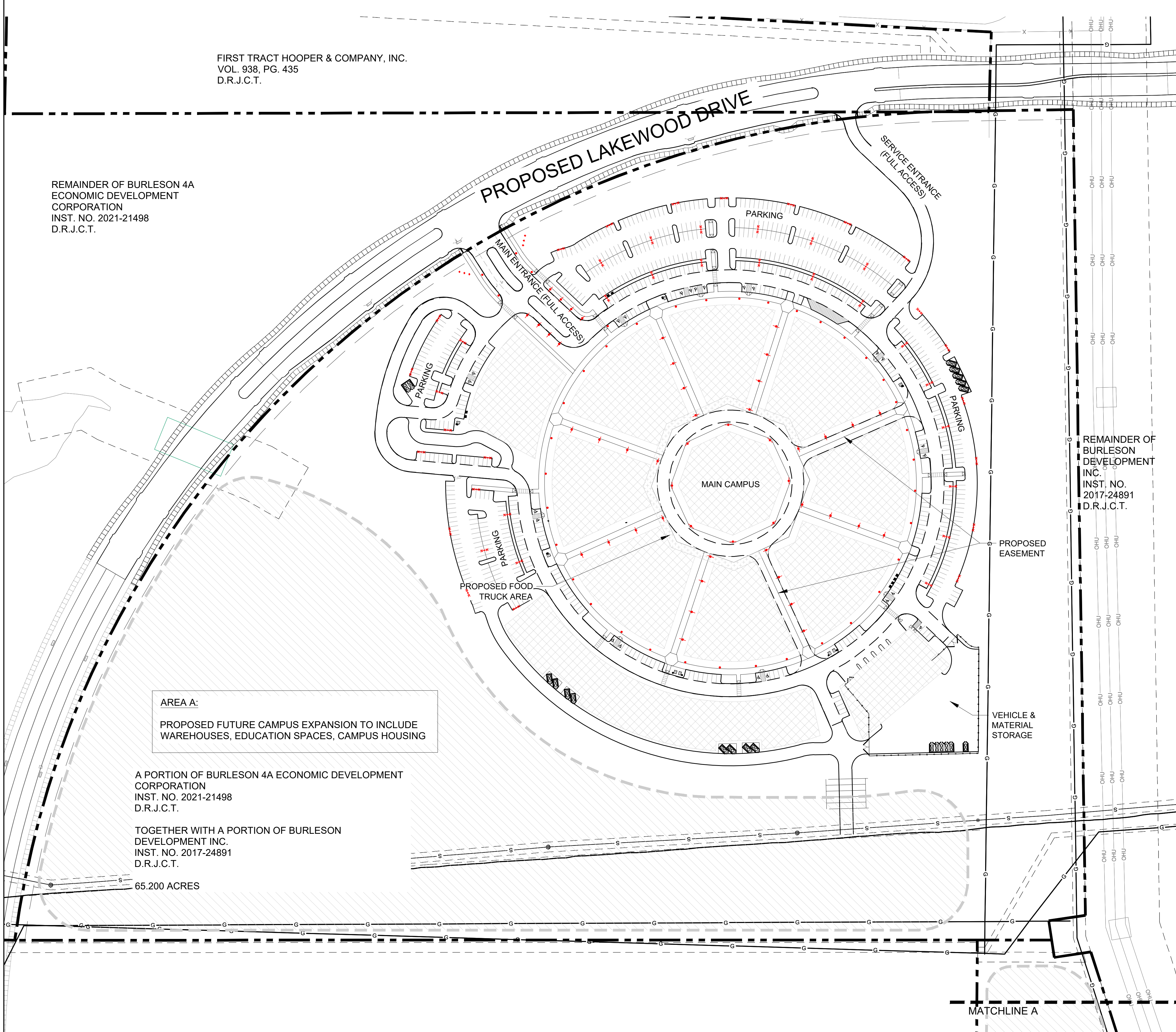


FIRST TRACT HOOPER & COMPANY, INC.  
VOL. 938, PG. 435  
D.R.J.C.T.

REMAINDER OF BURLESON 4A  
ECONOMIC DEVELOPMENT  
CORPORATION  
INST. NO. 2021-21498  
D.R.J.C.T.

LIGHTING SCHEDULE

SYMBOL	LIGHTING & ELECTRICAL DESCRIPTION	DETAIL
(L-102)	STREETLIGHT WITH BANNER	
(L-103)	STREETLIGHT	
(L-104)	PARKING LOT LIGHT WITH 3H CONCRETE BASE	
(L-105)	FLAG UPLIGHT	



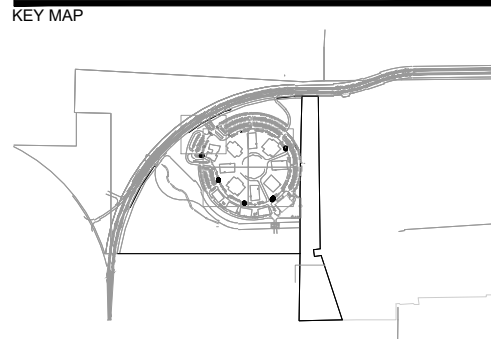
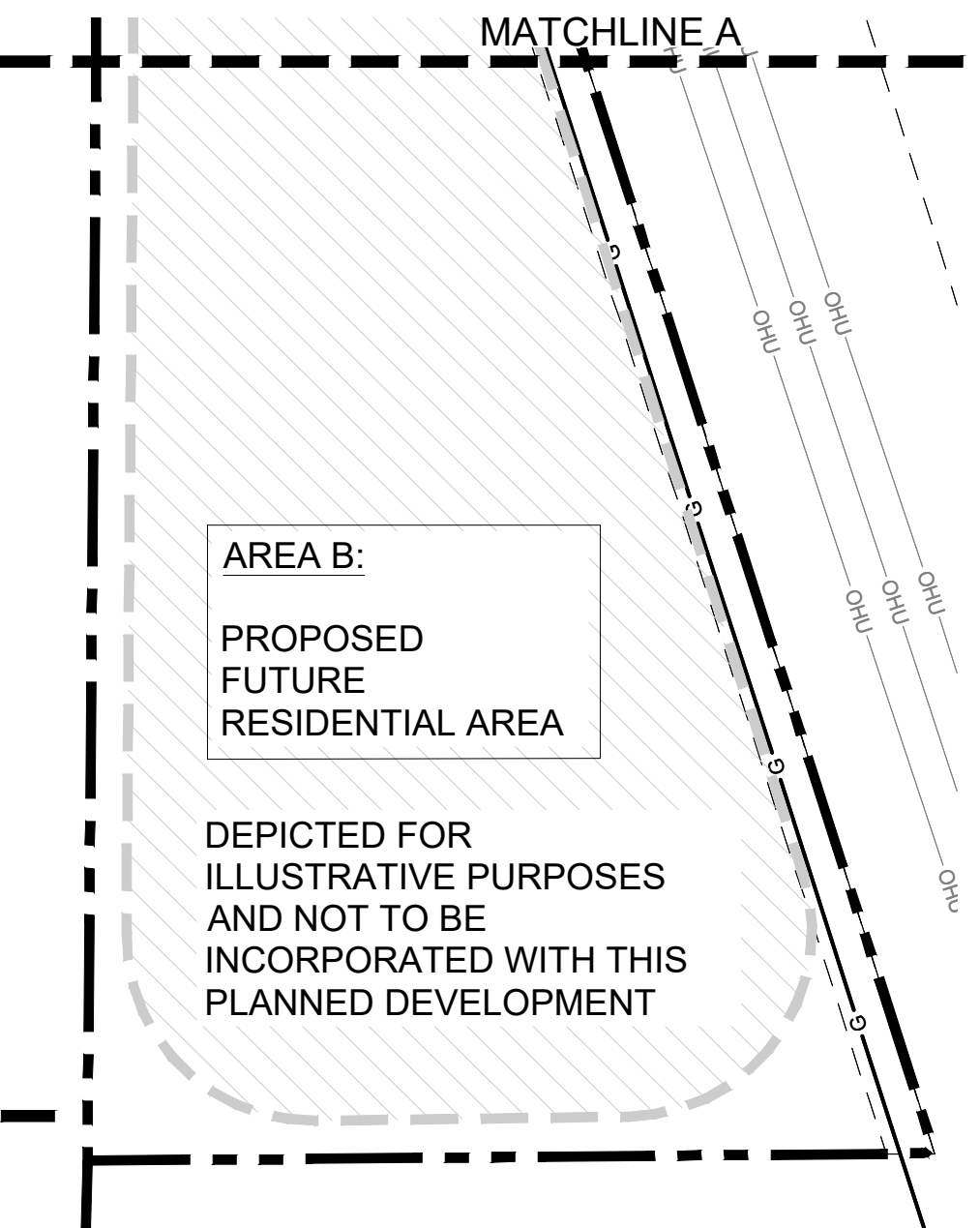
**AREA A:**  
PROPOSED FUTURE CAMPUS EXPANSION TO INCLUDE WAREHOUSES, EDUCATION SPACES, CAMPUS HOUSING

A PORTION OF BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION  
INST. NO. 2021-21498  
D.R.J.C.T.

TOGETHER WITH A PORTION OF BURLESON DEVELOPMENT INC.  
INST. NO. 2017-24891  
D.R.J.C.T.

65.200 ACRES

REMAINDER OF BURLESON DEVELOPMENT INC.  
INST. NO. 2017-24891  
D.R.J.C.T.



SEAL

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HETH KENDRICK 2948  
LANDSCAPE ARCHITECT REG. # DATE

**NOT FOR CONSTRUCTION**

CRAFTMASTERS

CRAFTMASTER  
9028 CR 1019  
BURLESON, TX

LANDDESIGN PROJ.# 8523004

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX

SCALE: NORTH

VERT: N/A  
HORZ: 1" = 100'

EXHIBIT D  
CONCEPTUAL PEDESTRIAN AND PARKING LIGHTING PLAN

SHEET NUMBER  
**RZN\_06**



FIRST TRACT HOOPER & COMPANY, INC.  
VOL. 938, PG. 435  
D.R.J.C.T.

REMAINDER OF BURLESON 4A  
ECONOMIC DEVELOPMENT  
CORPORATION  
INST. NO. 2021-21498  
D.R.J.C.T.

PROPOSED LAKEWOOD DRIVE

SERVICE ENTRANCE  
(FULL ACCESS)

MAIN ENTRANCE  
(FULL ACCESS)

PARKING

MAIN CAMPUS

PROPOSED FOOD  
TRUCK AREA

PROPOSED  
EASEMENT

REMAINDER OF  
BURLESON  
DEVELOPMENT  
INC.  
INST. NO.  
2017-24891  
D.R.J.C.T.

VEHICLE &  
MATERIAL  
STORAGE

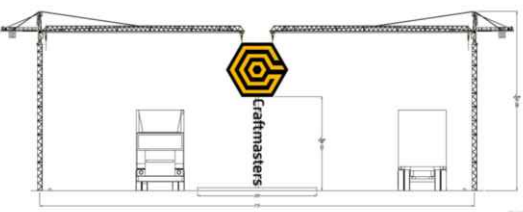
AREA A:  
PROPOSED FUTURE CAMPUS EXPANSION TO INCLUDE  
WAREHOUSES, EDUCATION SPACES, CAMPUS HOUSING

A PORTION OF BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION  
INST. NO. 2021-21498  
D.R.J.C.T.

TOGETHER WITH A PORTION OF BURLESON  
DEVELOPMENT INC.  
INST. NO. 2017-24891  
D.R.J.C.T.

65.200 ACRES

SIGNAGE SCHEDULE:

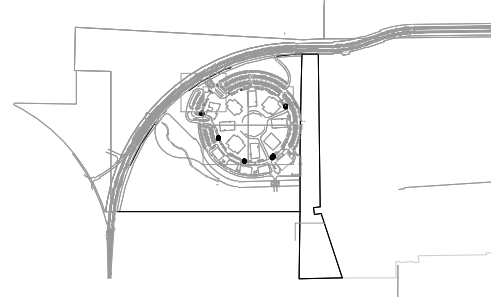
SYMBOL	DESCRIPTION	DETAIL
MN-101	MAIN ENTRANCE SIGN	
MN-102	MAIN ENTRANCE ARCH SIGN (30H X 115W)	
MN-103	STORYVILLE MONUMENT SIGN	
MN-104	ENTRANCE SIGN	
MN-105	MONUMENT ENTRY SIGN	
MN-106	FLAG POLE	
MN-107	SINGLE SIDE BANNER	
MN-108	DOUBLE SIDE BANNER (LONG)	
MN-109	DOUBLE SIDE BANNER (SHORT)	
MN-110	ICONIC PANEL	
MN-111	WAYFINDING SIGN	
MN-112	PYLON SIGN	
MN-113	MONUMENT SIGN	
MN-114	STOP SIGN	
MN-115	PEDESTRIAN CROSSING SIGN	

BUILDING SIGNAGE:

ATTACHED SIGNS AND ROOF SIGNS ARE PERMITTED

NOTE: DESIGN STANDARDS AND SPECIFICATIONS FOR ALL  
SIGN TYPES WILL BE DETERMINED AT THE TIME OF  
DETAILED SIGN PLAN APPLICATION

KEY MAP



SEAL

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HETH KENDRICK 2948  
LANDSCAPE ARCHITECT REG.# DATE

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CONSTRUCTION**

PROJECT

**CRAFTMASTERS**

CRAFTMASTER  
9028 CR 1019  
BURLESON, TX

LANDDESIGN PROJ.# 8523004

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX

SCALE: NORTH  
VERT: N/A  
HORZ: 1" = 100'  
0 50 100 200

SHEET TITLE  
EXHIBIT E  
CONCEPTUAL SIGNAGE  
PLAN

SHEET NUMBER  
RZN\_07



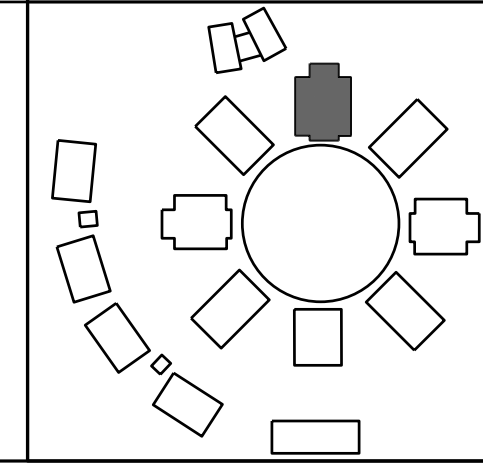
BUILDING EXTERIOR ELEVATION KEYNOTES

1 ALUMINUM BOX GUTTER MATCH WALL FIELD COLOR	7 INSULATED METAL PANEL	13 FIBER CEMENT SIMULATED WOOD	19 BUILDING SIGNAGE TBD	25 MECHANICAL EQUIPMENT HORIZONTAL ALUMINUM SCREEN	37
2 SQUARE DOWNSPOUT MATCH WALL FIELD COLOR	8 HORIZONTAL ALUMINUM SOLAR SHADING DEVICE	14 16" EXPOSED CONCRETE CURB	20 HANDRAIL/GUARDRAIL SW7069	32 BIG ASS FAN TBD	38
3 METAL DECK	9 PERFORATED METAL SCREEN	15 BOARD FORMED CONCRETE	21 METAL CANOPY	33 EXTERIOR LIGHTING TBD	39
4 METAL ROOFING	10 STEEL PORTAL FRAME	16 THRU-WALL OVERFLOW MATCH WALL FIELD COLOR	22 ROOF ACCESS LADDER	34	40
5 ALUMINUM COPING	11 BRICK	17 METAL COLUMN	23 PERFORATED METAL CAGE/STORAGE	35	41
6	12	18	24	36	42

GENERAL NOTES

- ARCHITECTURAL GROUND FLOOR ELEVATION OF 0'-0" IS A REFERENCE ELEVATION. SEE CIVIL FOR ACTUAL ELEVATIONS.
- FLASHINGS SHALL MATCH ROOF COLOR.
- EXTERIOR FINISHES AND PAINT COLORS SHOWN ON FRONT ELEVATIONS SHALL RETURN BACK TO THE SIDES/EDGES OF THE BUILDING FACE UND.

KEYPLAN



**ACi**  
ARCHITECTURE  
*redefined*

DEVELOPMENT, MANAGEMENT, ARCHITECTURE  
TX No. BR 4281

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PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS

NO.	DATE	DESCRIPTION

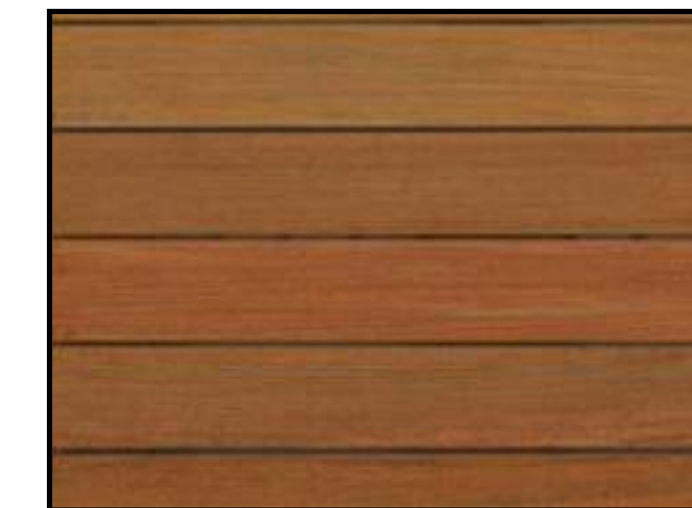
DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

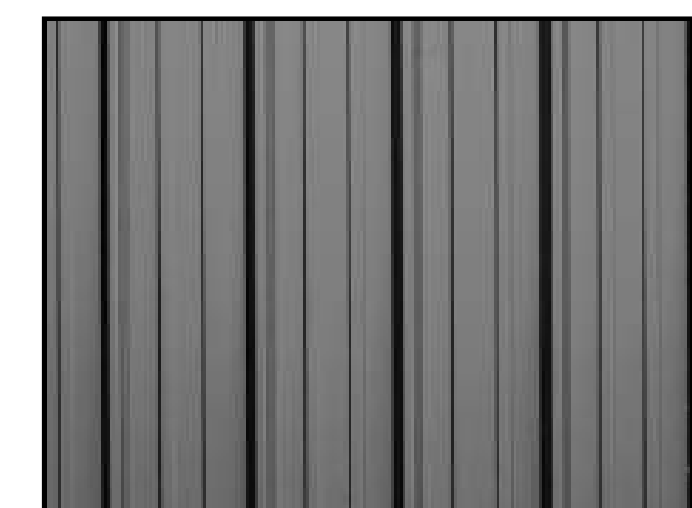
SHEET NUMBER:  
**A-A-2.50**



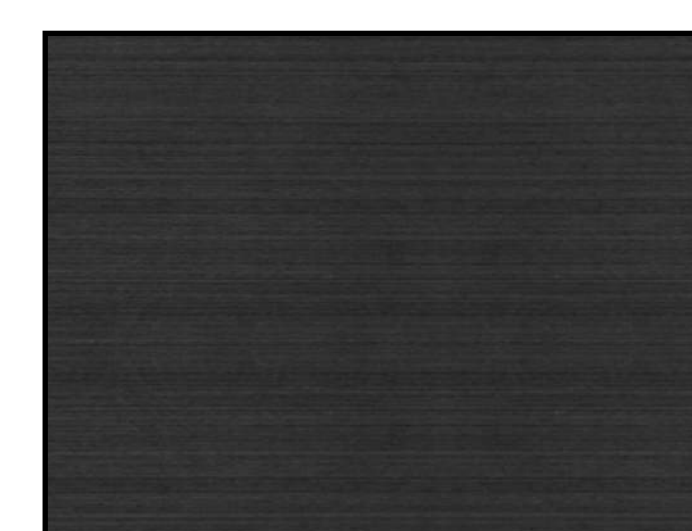
BOARD FORMED CONCRETE-  
80 SQ. FT.



FIBER CEMENT PANEL



INSULATED METAL PANEL



STEEL PORTAL FRAME



PERFORATED METAL SCREEN

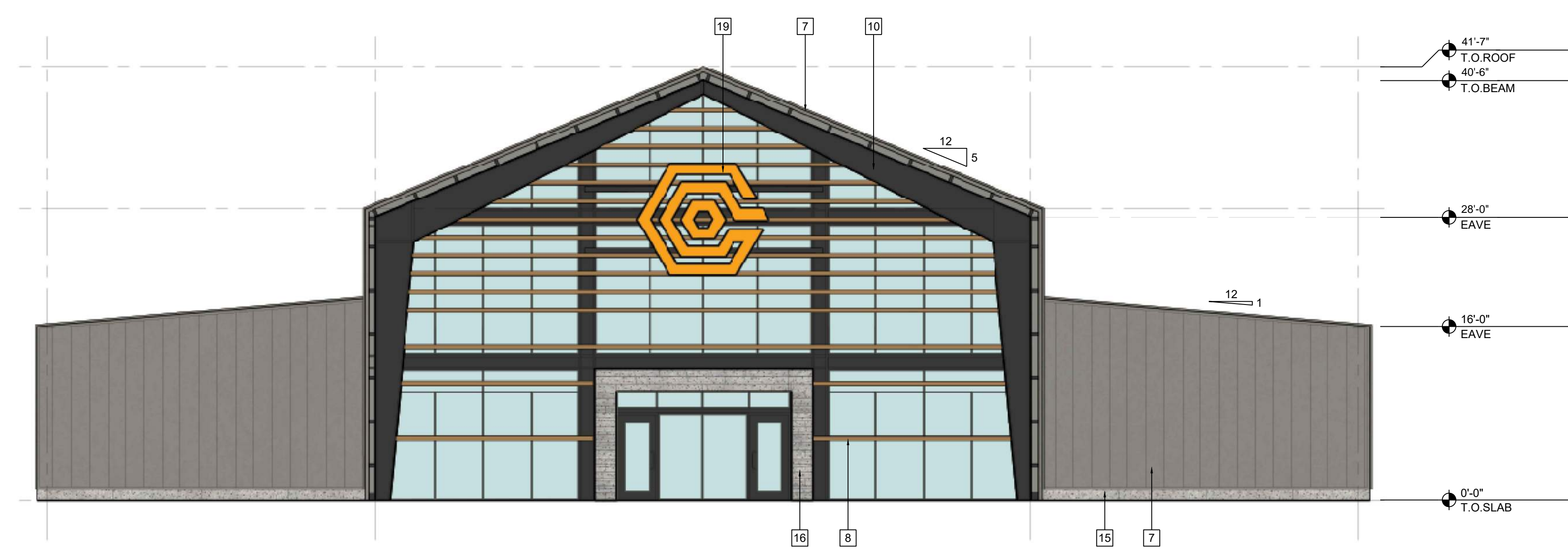


ALUMINUM SHADING DEVICE



2 SIDE EXTERIOR ELEVATIONS - 2 STORY

NTS



1 FRONT EXTERIOR ELEVATION - 2 STORY

NTS



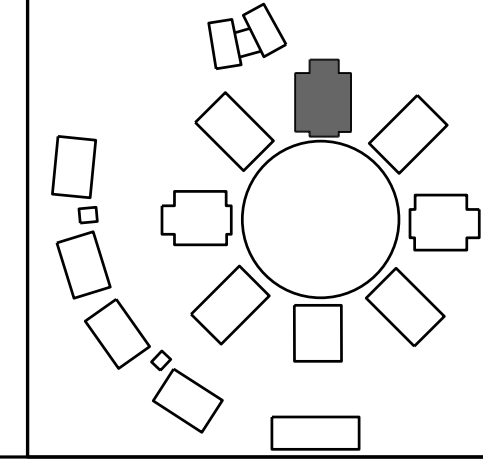
BUILDING EXTERIOR ELEVATION KEYNOTES

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GENERAL NOTES

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KEYPLAN



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PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

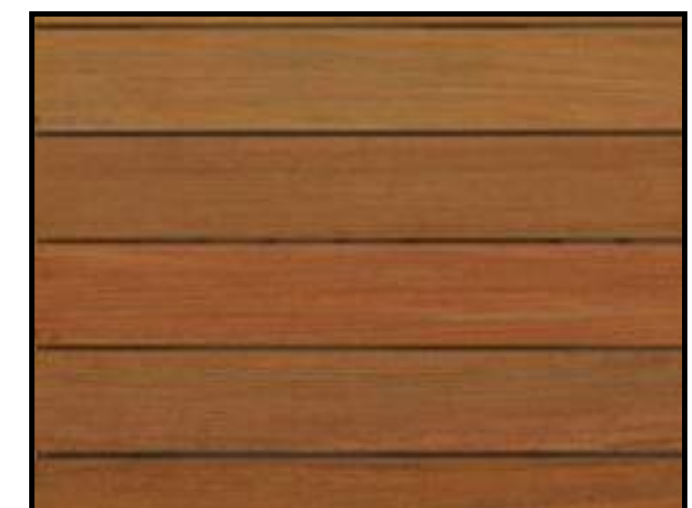
ADDENDA / REVISIONS

NO.	DATE	DESCRIPTION

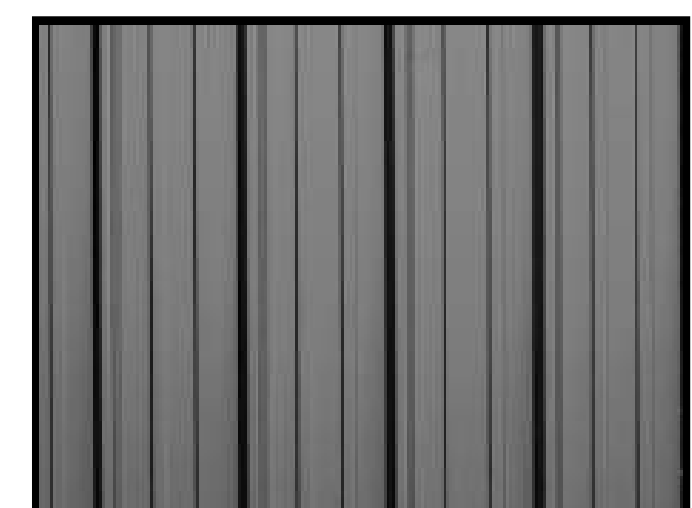
DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

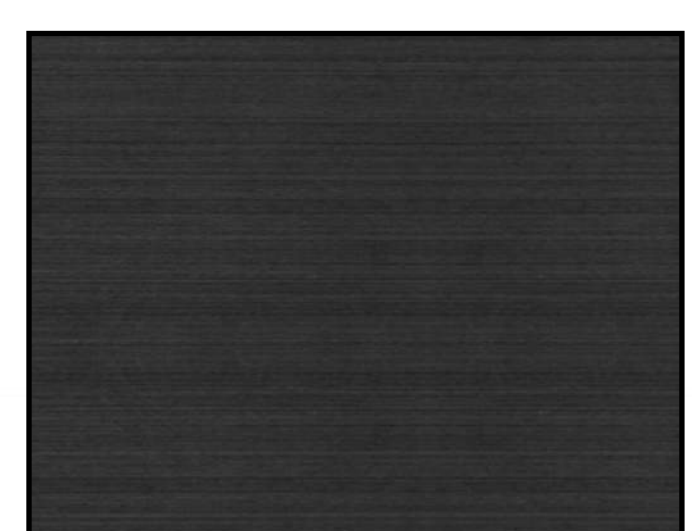
SHEET NUMBER:  
**A-A-2.51**



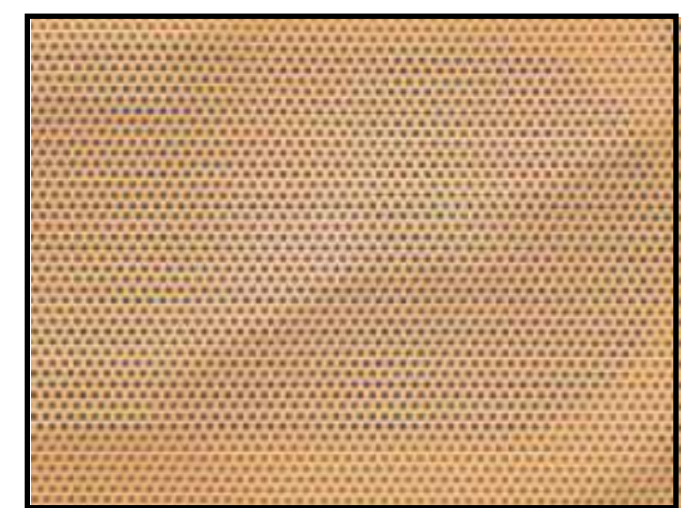
FIBER CEMENT PANEL



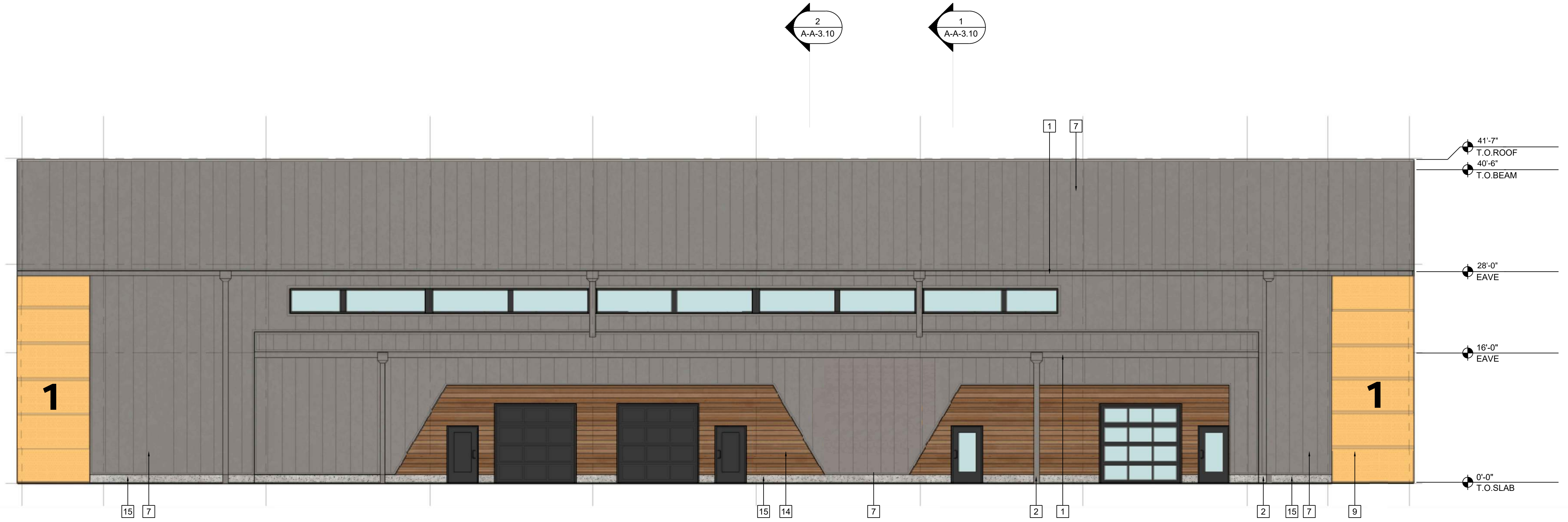
INSULATED METAL PANEL



STEEL PORTAL FRAME

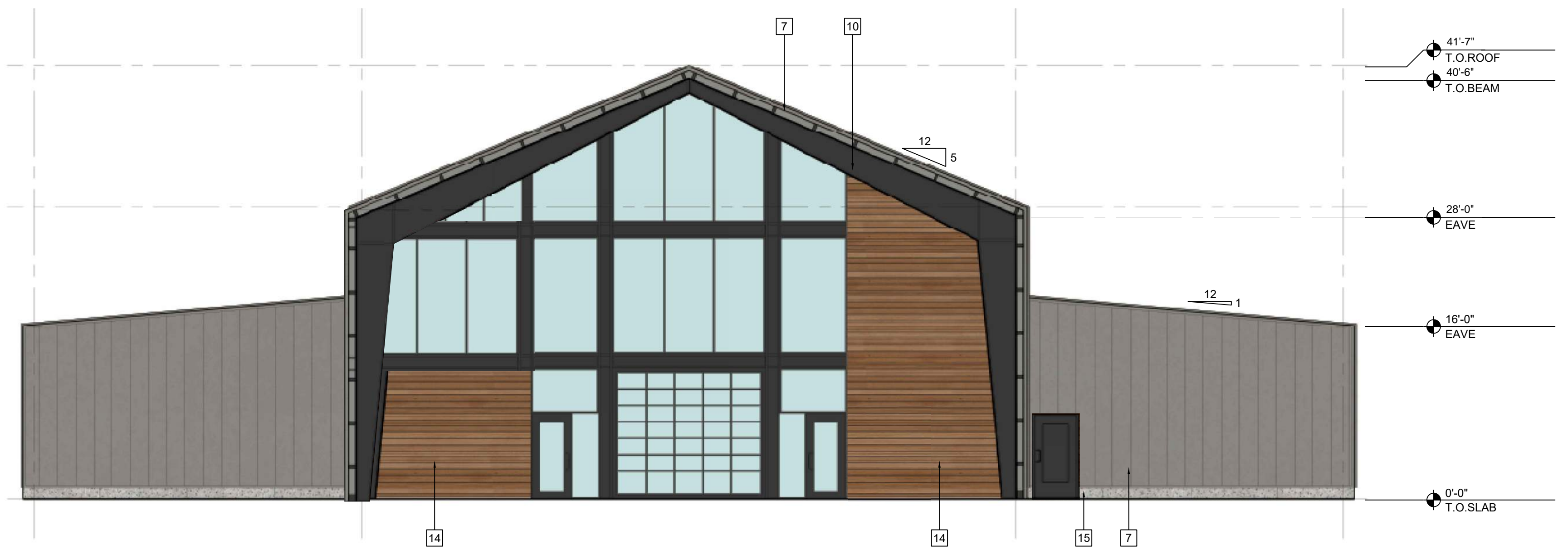


PERFORATED METAL SCREEN



2 SIDE EXTERIOR ELEVATIONS - 2 STORY

NTS



1 REAR EXTERIOR ELEVATION - 2 STORY

NTS



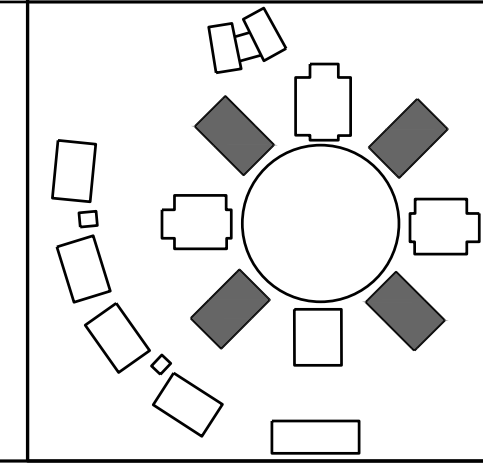
BUILDING EXTERIOR ELEVATION KEYNOTES

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KEYPLAN



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CRAFTMASTERS CAMPUS  
PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

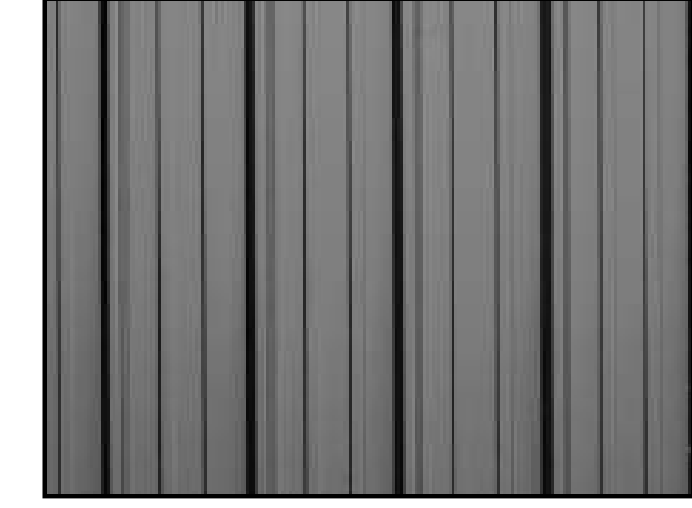
DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

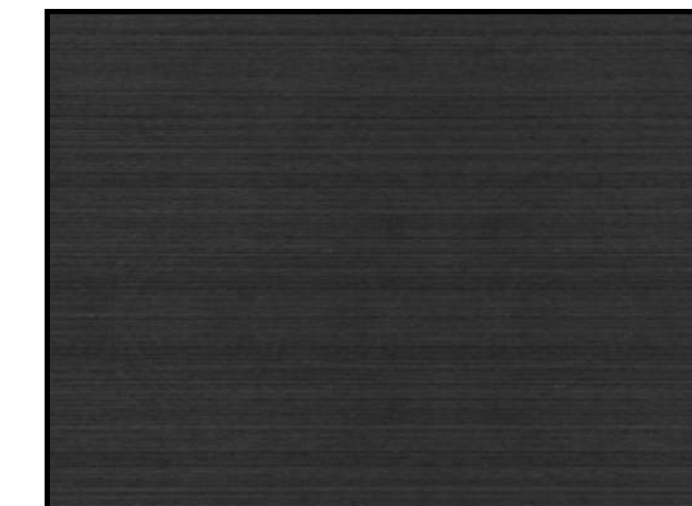
SHEET NUMBER:  
**A-B-2.50**



FIBER CEMENT PANEL



INSULATED METAL PANEL

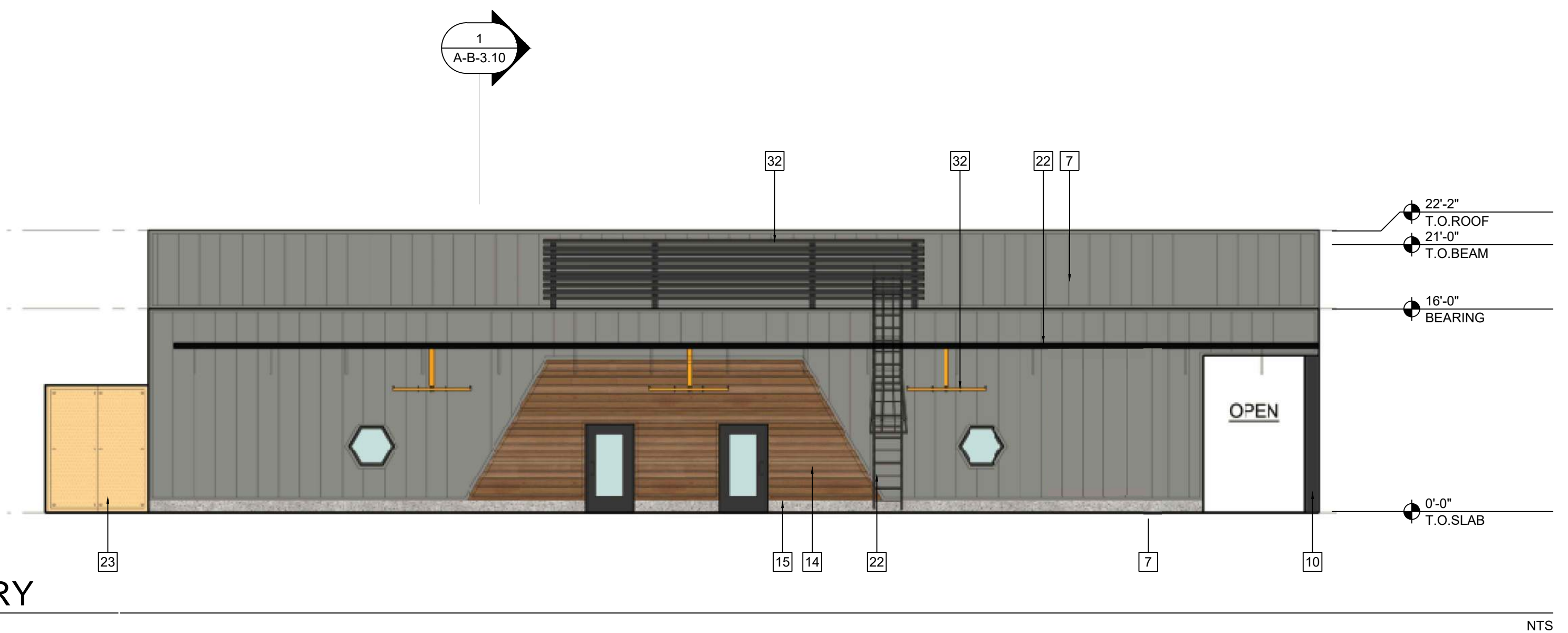


STEEL PORTAL FRAME

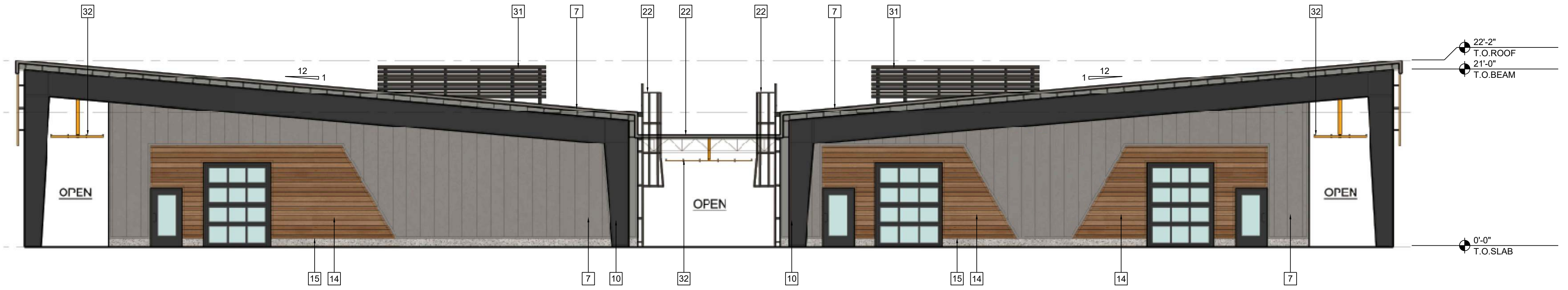


PERFORATED METAL SCREEN

3 BREEZEWAY EXTERIOR ELEVATION - 1 STORY



2 SIDE EXTERIOR ELEVATION - 1 STORY



1 FRONT EXTERIOR ELEVATION - 1 STORY





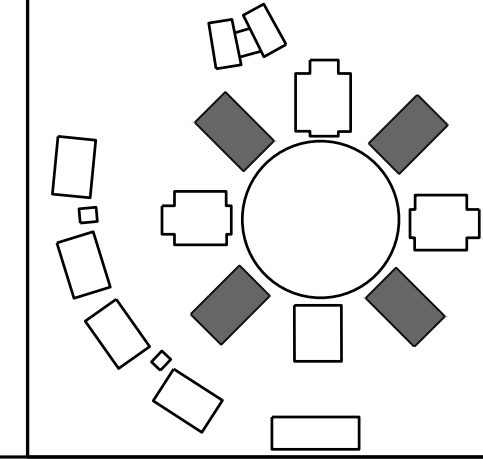
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KEYPLAN



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PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

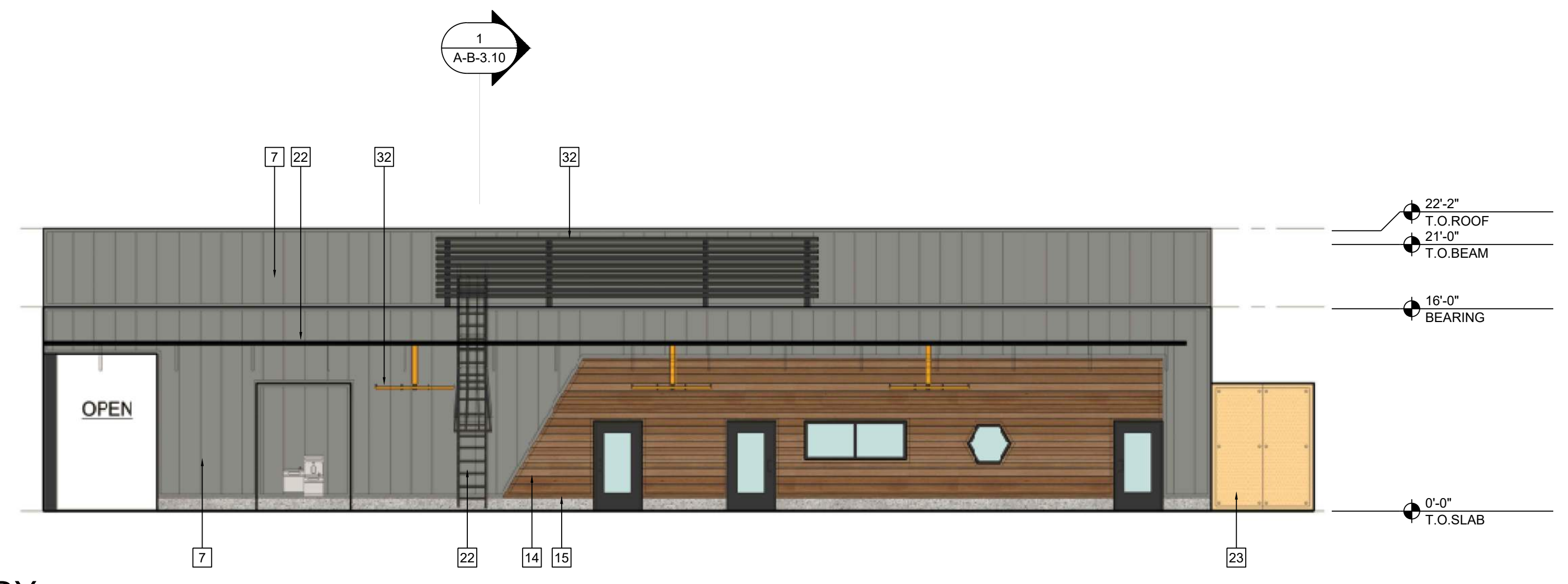
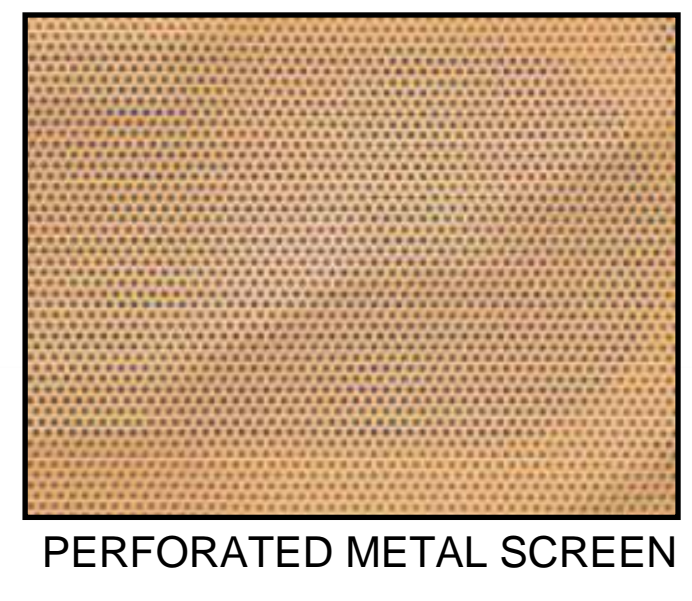
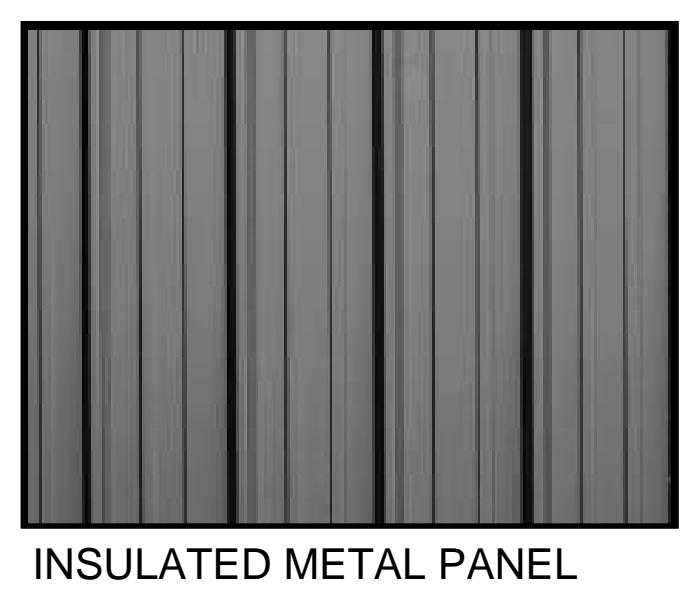
SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

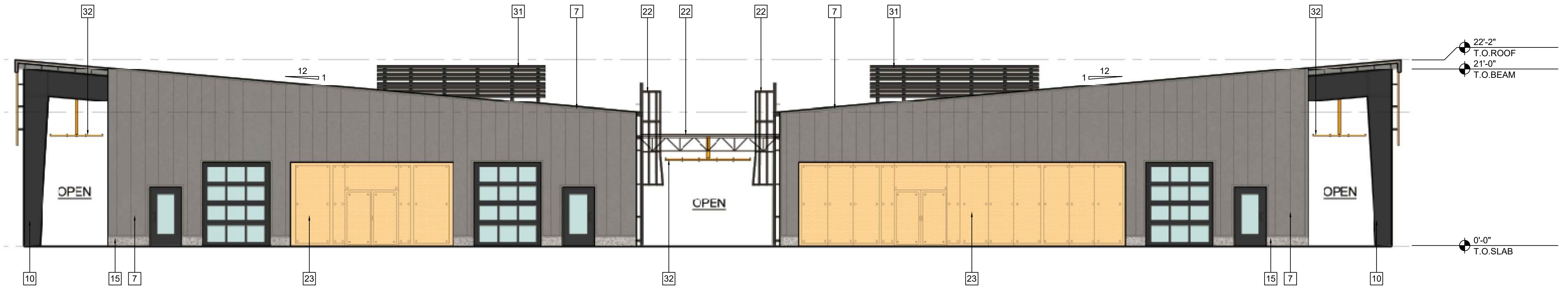
DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

SHEET NUMBER:  
**A-B-2.51**



3 BREEZEWAY EXTERIOR ELEVATION - 1 STORY



2 SIDE EXTERIOR ELEVATION - 1 STORY



1 FRONT EXTERIOR ELEVATION - 1 STORY



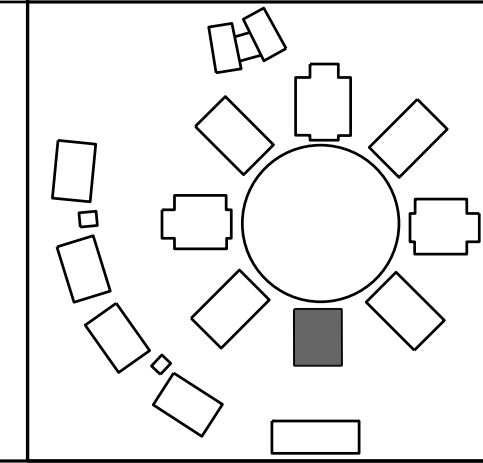
**BUILDING EXTERIOR ELEVATION KEYNOTES**

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**KEYPLAN**



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ARCHITECTURE  
*redefined*

DEVELOPMENT, MANAGEMENT, ARCHITECTURE  
TX No. BR 4281

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CRAFTMASTERS CAMPUS  
PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

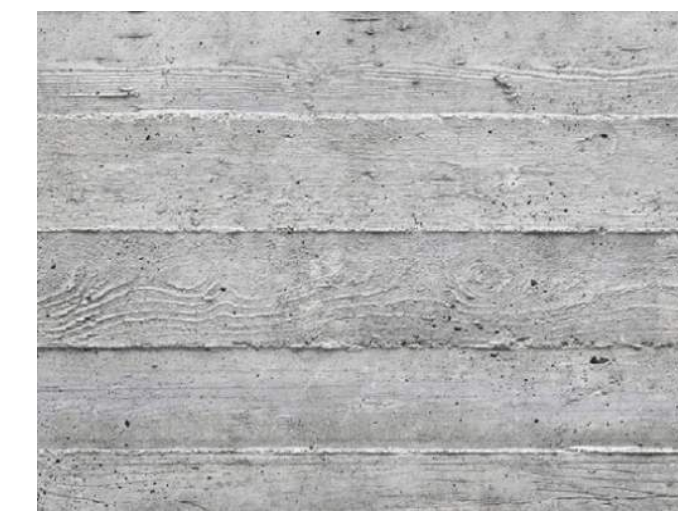
ADDENDA / REVISIONS

NO.	DATE	DESCRIPTION

DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

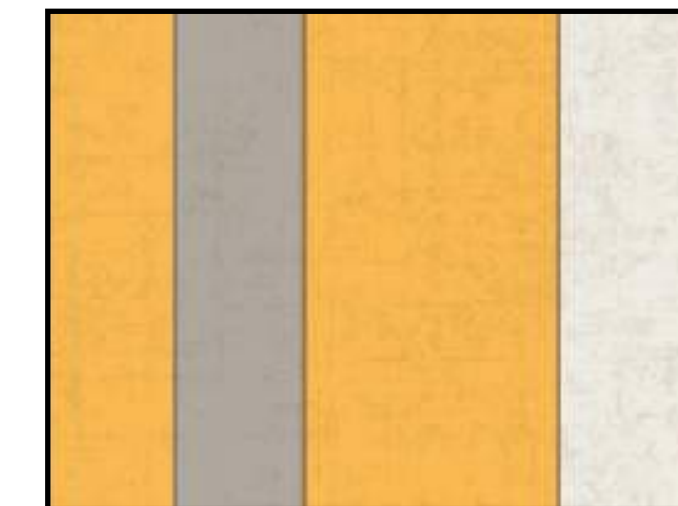
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**A-C-2.50**



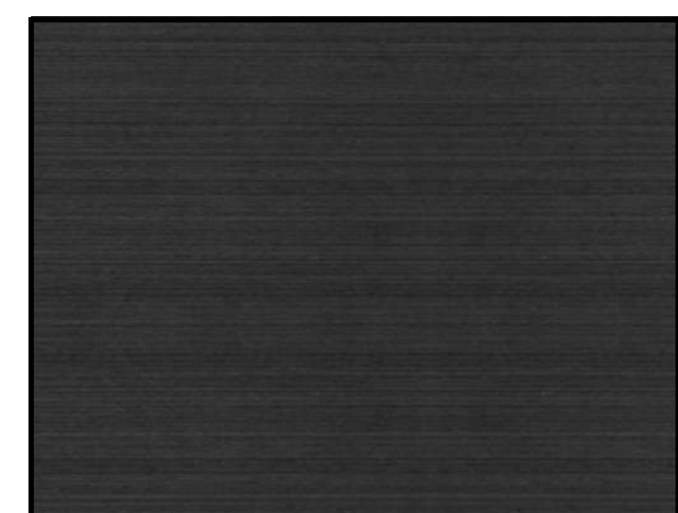
BOARD FORMED CONCRETE-  
80 SQ. FT. FRONT ELEVATION  
26 SQ. FT. SIDE ELEVATION



FIBER CEMENT PANEL



INSULATED METAL PANEL



STEEL PORTAL FRAME



2 SIDE EXTERIOR ELEVATION - 1 STORY



1 FRONT EXTERIOR ELEVATION - 1 STORY



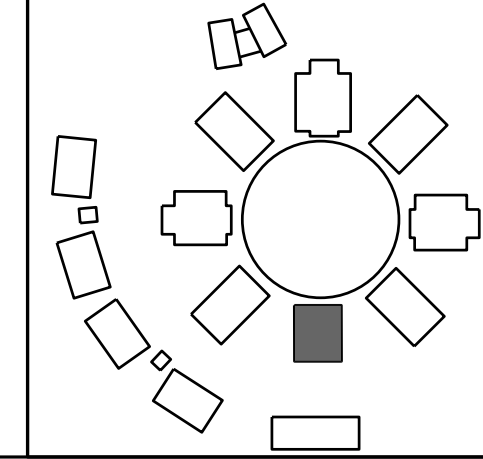
BUILDING EXTERIOR ELEVATION KEYNOTES

1 ALUMINUM BOX GUTTER MATCH WALL FIELD COLOR	7 INSULATED METAL PANEL	13 FIBER CEMENT SIMULATED WOOD	19 BUILDING SIGNAGE TBD	25 MECHANICAL EQUIPMENT HORIZONTAL ALUMINUM SCREEN
2 SQUARE DOWNSPOUT MATCH WALL FIELD COLOR	8 HORIZONTAL ALUMINUM SOLAR SHADING DEVICE	14 16" EXPOSED CONCRETE CURB	20 HANDRAIL/GUARDRAIL SW7069	32 BIG ASS FAN TBD
3 METAL DECK	9 PERFORATED METAL SCREEN	15 BOARD FORMED CONCRETE	21 METAL CANOPY	33 EXTERIOR LIGHTING TBD
4 METAL ROOFING	10 STEEL PORTAL FRAME	16 BRICK	22 ROOF ACCESS LADDER	34 PERFORATED METAL CAGE/STORAGE
5 ALUMINUM COPING	11 CHAIN DOWNSPOUT	17 METAL COLUMN	23 METAL COLUMN	35
6 THRU-WALL OVERFLOW MATCH WALL FIELD COLOR				36

GENERAL NOTES

1. ARCHITECTURAL GROUND FLOOR ELEVATION OF 0'-0" IS A REFERENCE ELEVATION. SEE CIVIL FOR ACTUAL ELEVATIONS.
2. FLASHINGS SHALL MATCH ROOF COLOR.
3. EXTERIOR FINISHES AND PAINT COLORS SHOWN ON FRONT ELEVATIONS SHALL RETURN BACK TO THE SIDES/EDGES OF THE BUILDING FACE UND.

KEYPLAN



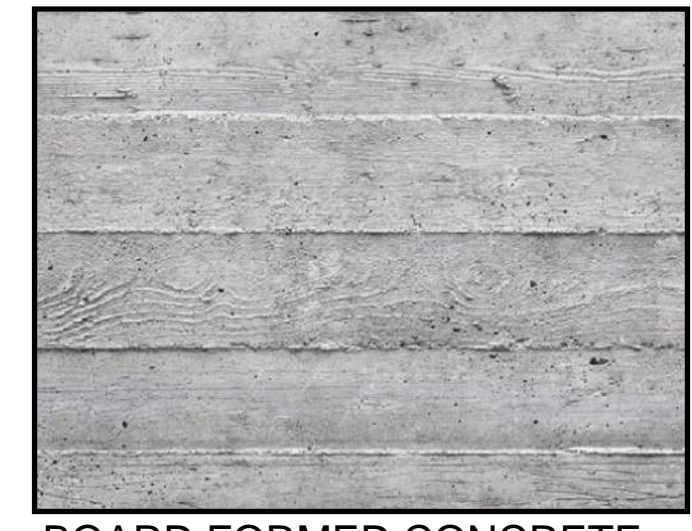
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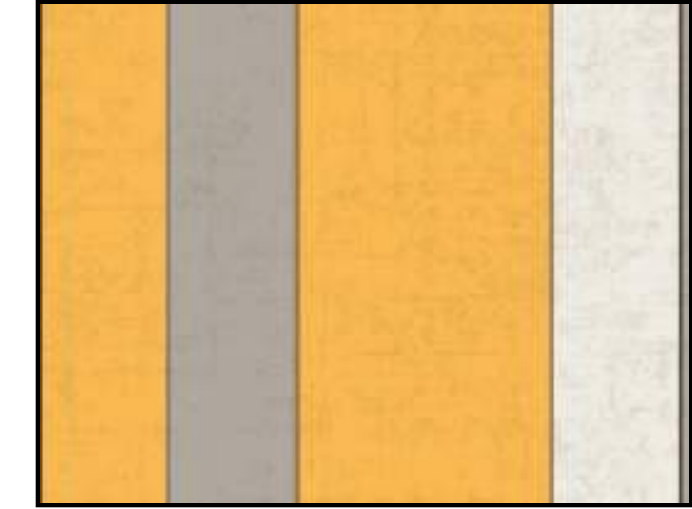
CRAFTMASTERS CAMPUS  
PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX



BOARD FORMED CONCRETE-  
26 SQ. FT. SIDE ELEVATION



FIBER CEMENT PANEL



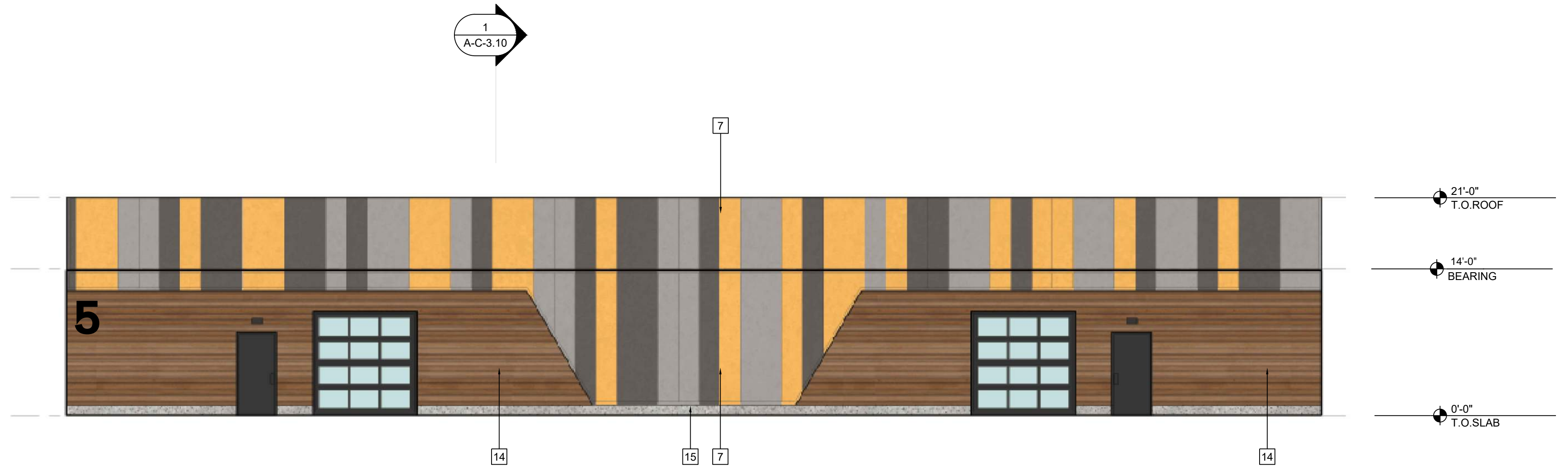
INSULATED METAL PANEL



STEEL PORTAL FRAME



2 SIDE EXTERIOR ELEVATION - 1 STORY



1 REAR EXTERIOR ELEVATION - 1 STORY

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

SHEET NUMBER:  
**A-C-2.51**



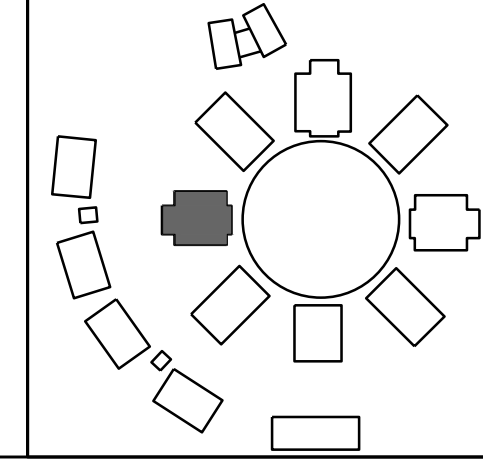
BUILDING EXTERIOR ELEVATION KEYNOTES

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5 ALUMINUM COPING	11 CHAIN DOWNSPOUT	17 METAL COLUMN	23 METAL COLUMN	35	41
6 THRU-WALL OVERFLOW MATCH WALL FIELD COLOR				36	42

GENERAL NOTES

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KEYPLAN



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PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS

NO.	DATE	DESCRIPTION

DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

SHEET NUMBER:  
**A-D-2.50**

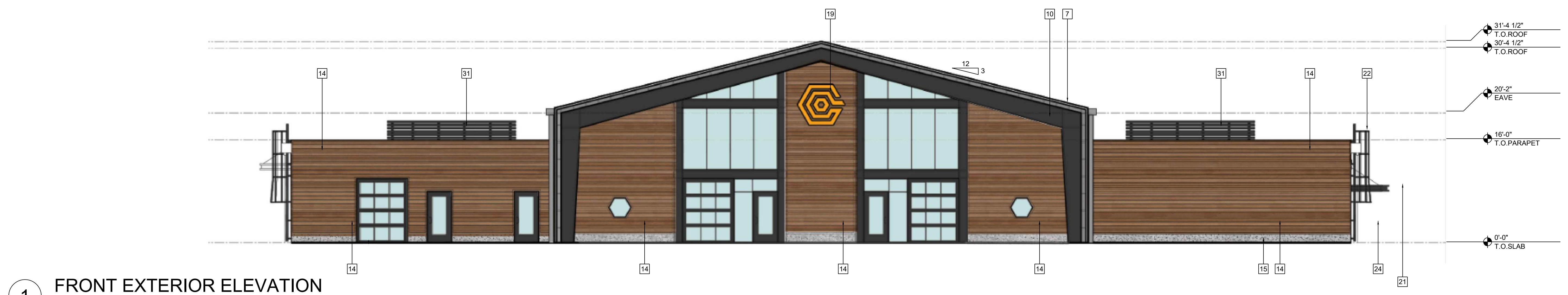


FIBER CEMENT PANEL      INSULATED METAL PANEL      STEEL PORTAL FRAME      PERFORATED METAL SCREEN



2 SIDE EXTERIOR ELEVATION - 1 STORY

NTS



1 FRONT EXTERIOR ELEVATION

NTS



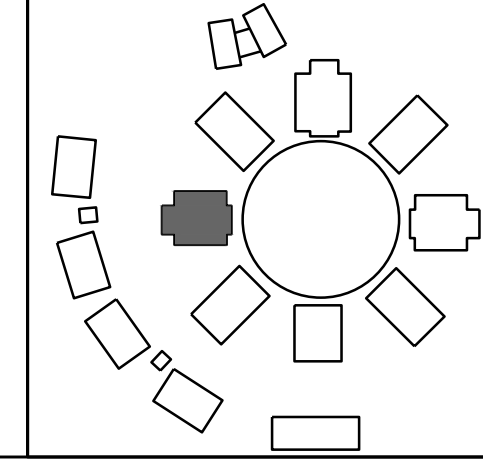
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6	12 CHAIN DOWNSPOUT	18	24 METAL COLUMN	36	42

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KEYPLAN



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PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

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TEXAS REGISTRATION AR29629

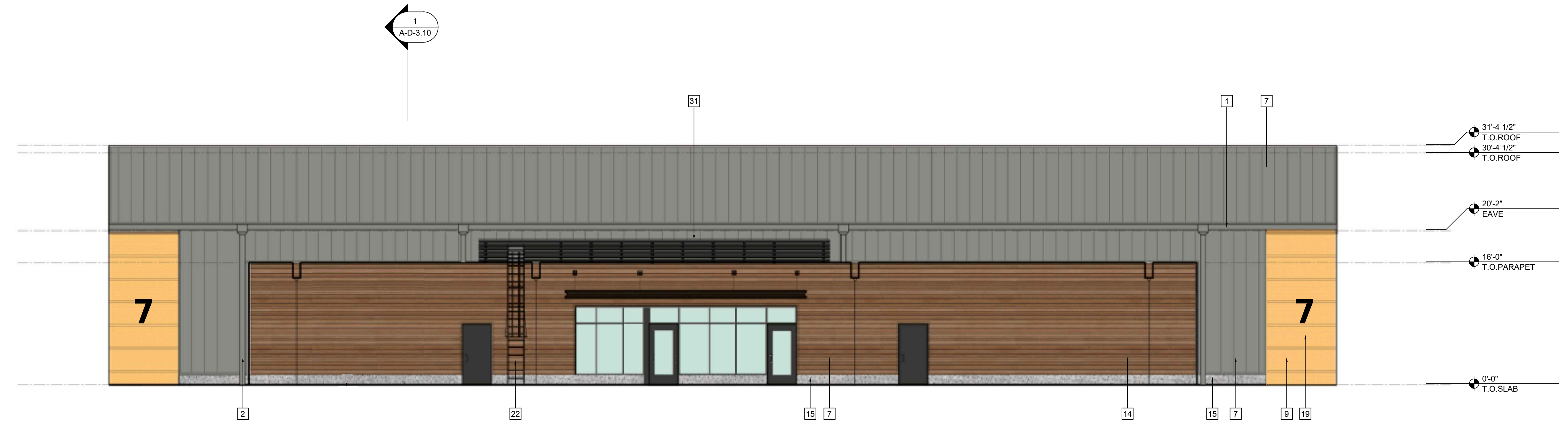
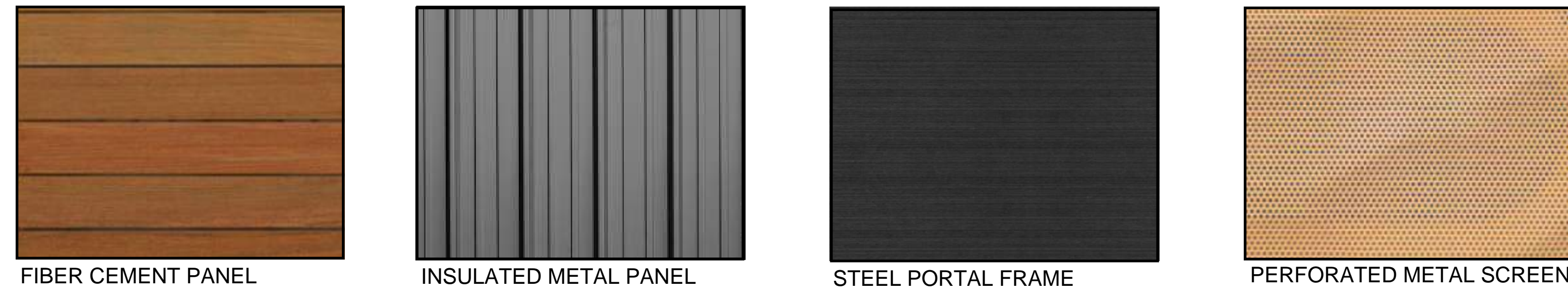
ADDENDA / REVISIONS

NO.	DATE	DESCRIPTION

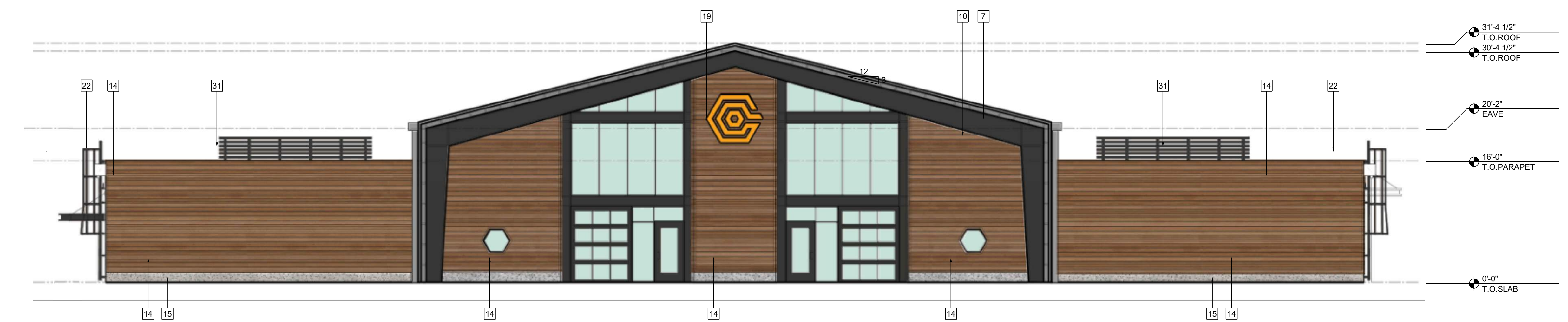
DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

SHEET NUMBER:  
**A-D-2.51**



2 SIDE EXTERIOR ELEVATION - 1 STORY



1 REAR EXTERIOR ELEVATION - 1 STORY



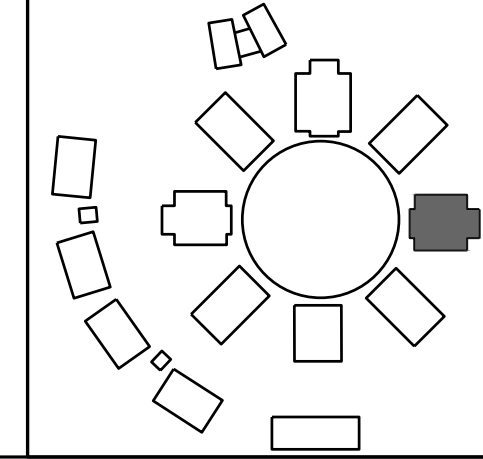
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6 THRU-WALL OVERFLOW MATCH WALL FIELD COLOR	12		30	31

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KEYPLAN



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PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

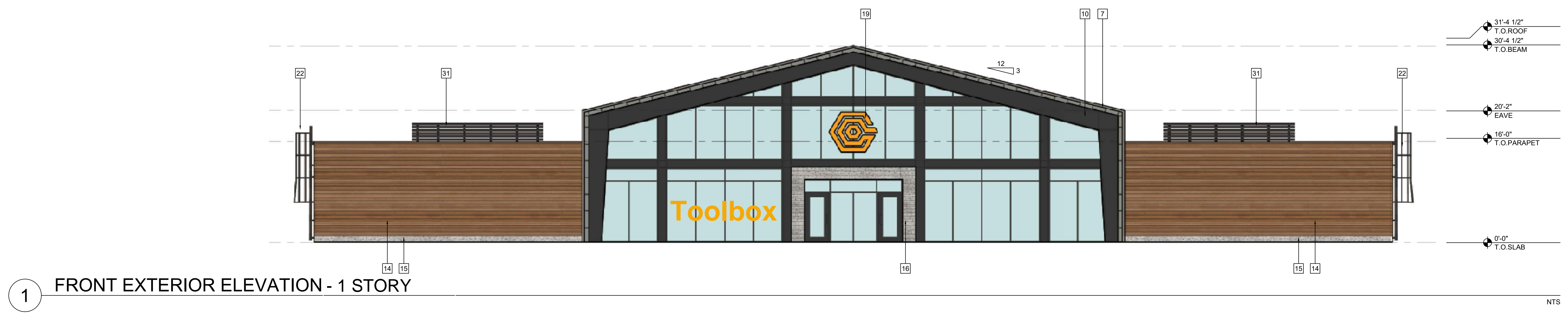
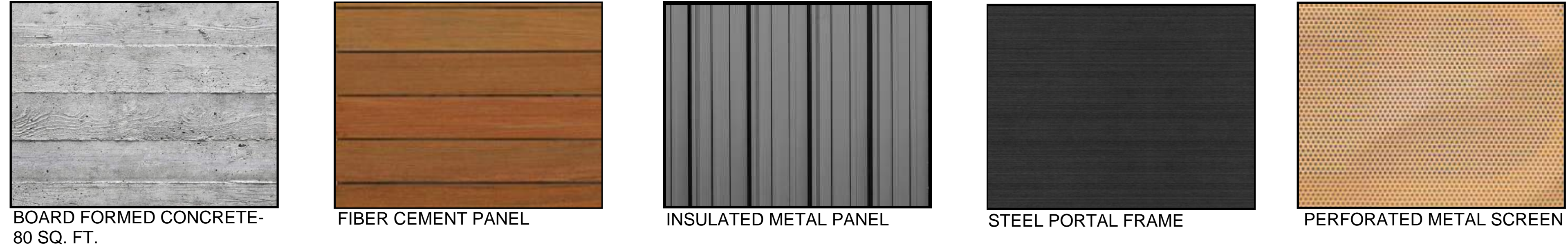
SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

SHEET NUMBER:  
**A-F-2.50**





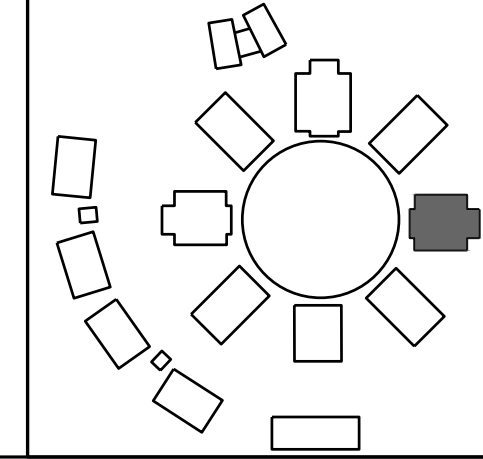
BUILDING EXTERIOR ELEVATION KEYNOTES

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5 ALUMINUM COPING	11 BRICK	17	23	35	42
6 THRU-WALL OVERFLOW MATCH WALL FIELD COLOR	12 CHAIN DOWNSPOUT	18	24	36	

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KEYPLAN



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PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

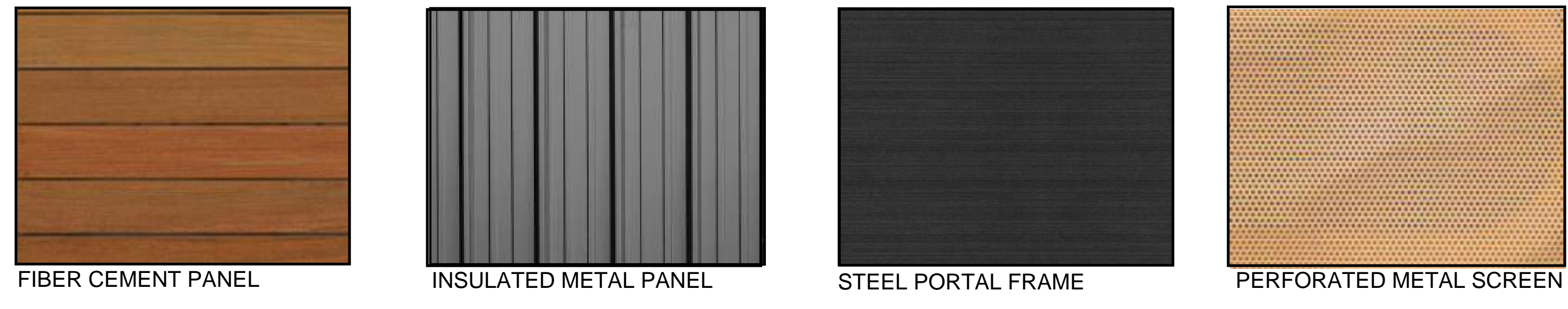
SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

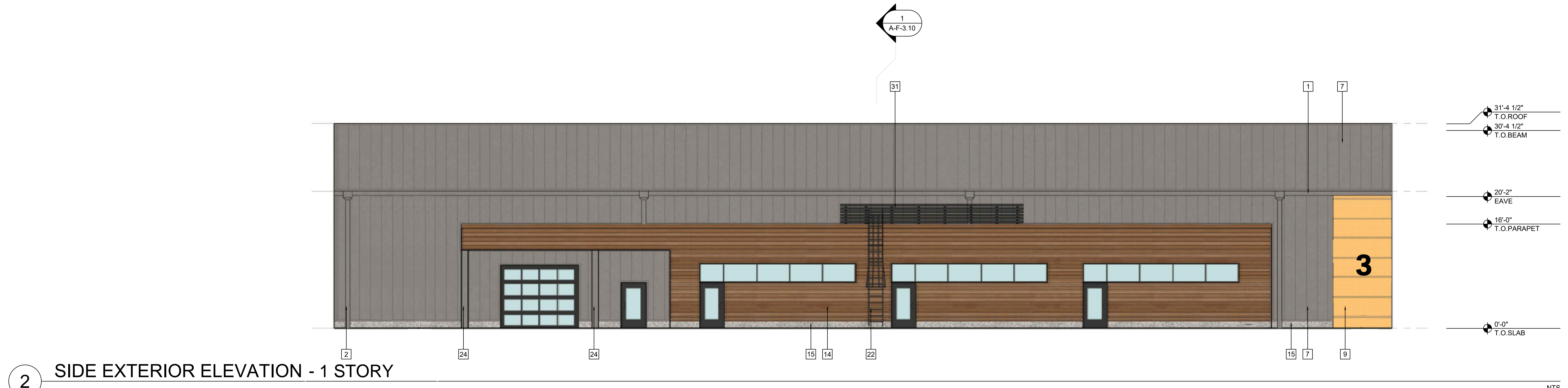
DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

SHEET NUMBER:  
**A-F-2.51**

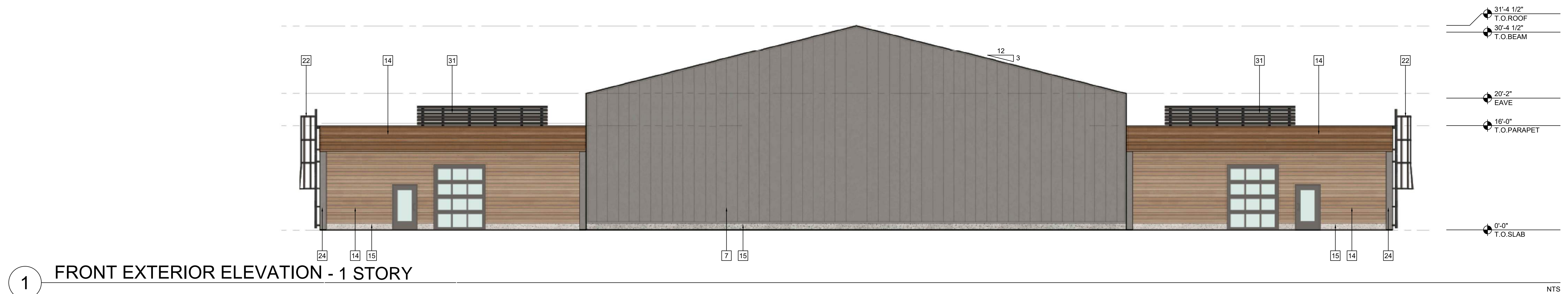


FIBER CEMENT PANEL      INSULATED METAL PANEL      STEEL PORTAL FRAME      PERFORATED METAL SCREEN



2 SIDE EXTERIOR ELEVATION - 1 STORY

NTS



1 FRONT EXTERIOR ELEVATION - 1 STORY

NTS



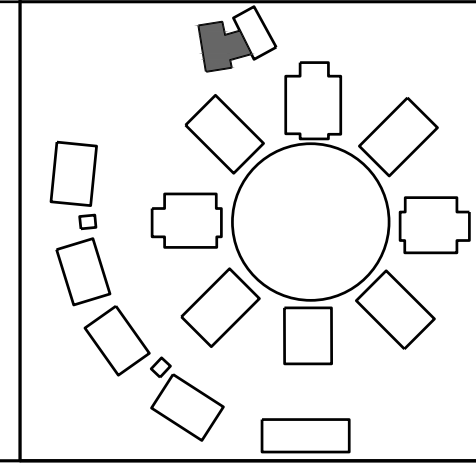
**BUILDING EXTERIOR ELEVATION KEYNOTES**

- |   |   |                                |                                  |   |    |
|---|---|--------------------------------|----------------------------------|---|----|
| 1 ALUMINUM BOX GUTTER<br>MATCH WALL FIELD COLOR | 7 INSULATED METAL PANEL                       | 13 FIBER CEMENT SIMULATED WOOD | 19 BUILDING SIGNAGE TBD          | 25 MECHANICAL EQUIPMENT<br>HORIZONTAL ALUMINUM SCREEN | 37 |
| 2 SQUARE DOWNSPOUT<br>MATCH WALL FIELD COLOR    | 8 HORIZONTAL ALUMINUM SOLAR<br>SHADING DEVICE | 14 16" EXPOSED CONCRETE CURB   | 20 HANDRAIL/GUARDRAIL SW7069     | 32 BIG ASS FAN TBD                                    | 38 |
| 3 METAL DECK                                    | 9 PERFORATED METAL SCREEN                     | 15 BOARD FORMED CONCRETE       | 21 METAL CANOPY                  | 33 MEP EQUIPMENT - SEE MEP DRAWINGS                   | 39 |
| 4 METAL ROOFING                                 | 10 STEEL PORTAL FRAME                         | 16 BRICK                       | 22 ROOF ACCESS LADDER            | 34 EXTERIOR LIGHTING TBD                              | 40 |
| 5 ALUMINUM COPING                               | 11 BRICK                                      | 17 CHAIN DOWNSPOUT             | 23 PERFORATED METAL CAGE/STORAGE | 35  | 41 |
| 6 THRU-WALL OVERFLOW<br>MATCH WALL FIELD COLOR  | 12  |                                | 24 METAL COLUMN                  | 36  | 42 |

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**KEYPLAN**



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PACKAGE 1  
BUILDING: G, H, N  
BURLESON, TX

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS

NO.	DATE	DESCRIPTION

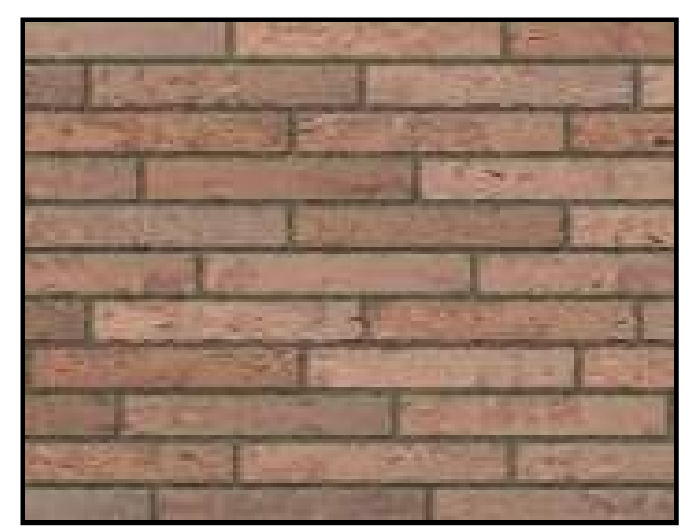
DATE: FEBRUARY 5TH, 2024  
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PROJECT NO.: 2303

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EXHIBIT F  
CHARACTER  
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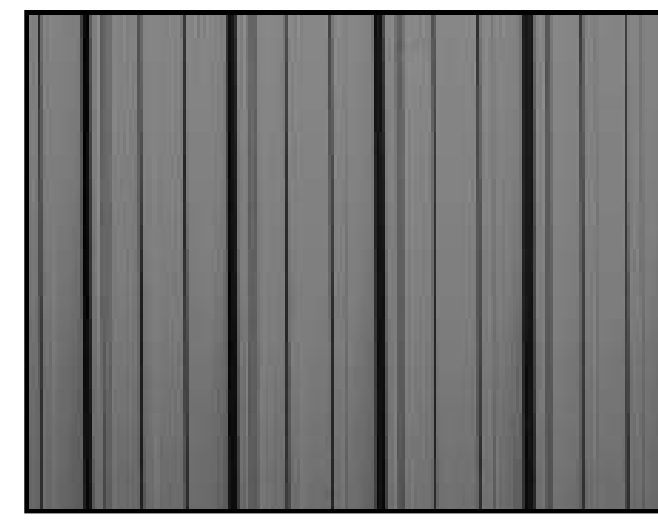
SHEET NUMBER:  
**A-G-2.50**



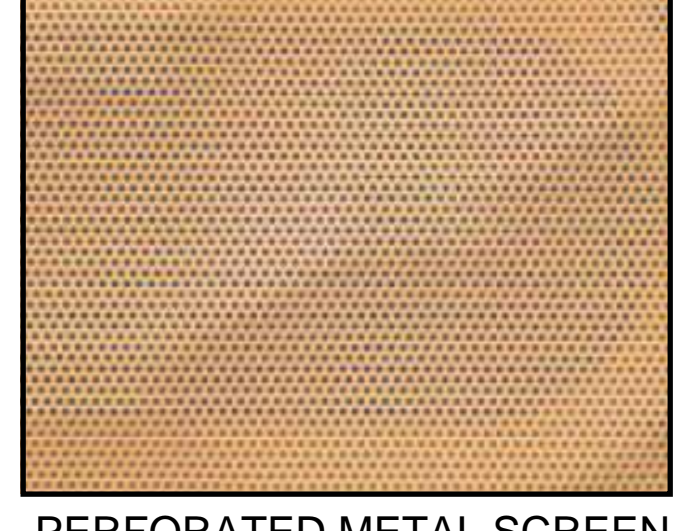
FIBER CEMENT PANEL



THIN BRICK VENEER



INSULATED METAL PANEL



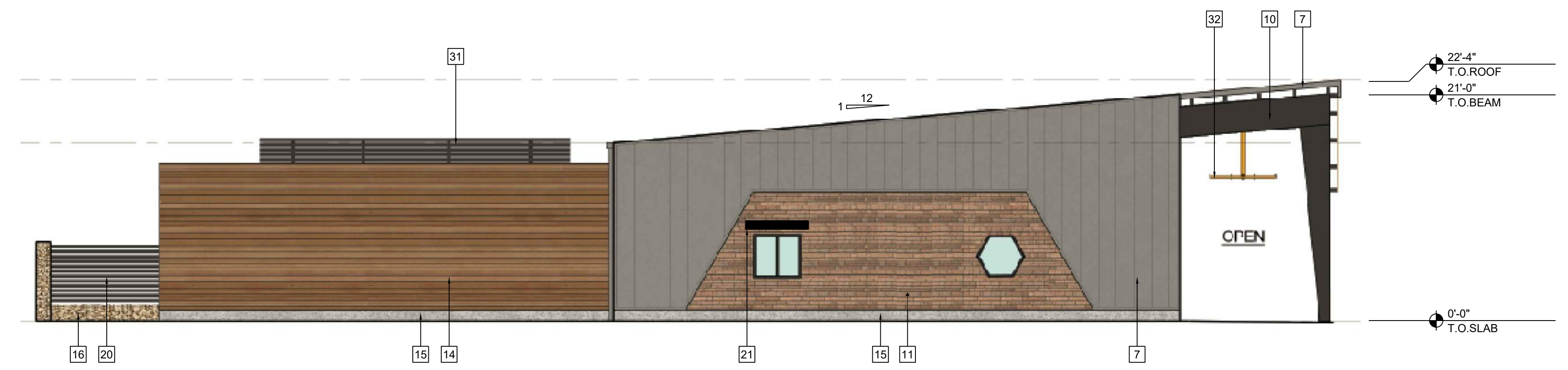
PERFORATED METAL SCREEN



STEEL PORTAL FRAME



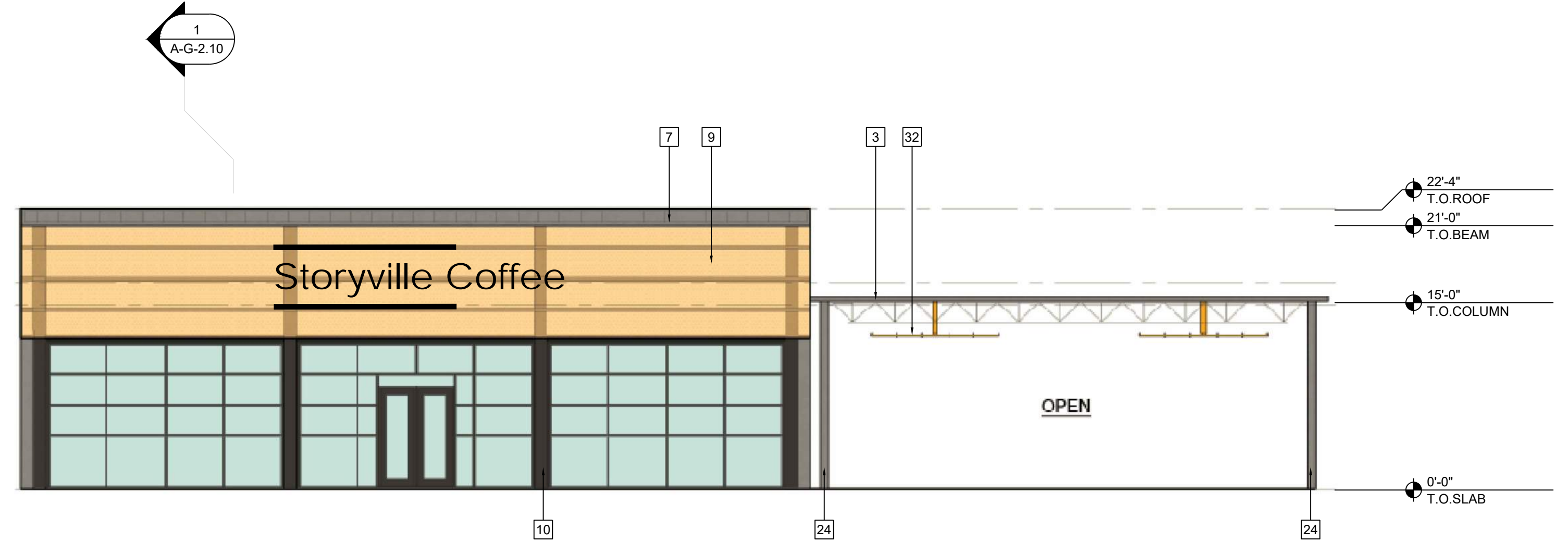
4 BREEZEWAY EXTERIOR ELEVATION - 1 STORY



3 SIDE EXTERIOR ELEVATION - 1 STORY



2 REAR EXTERIOR ELEVATION - 1 STORY



1 FRONT EXTERIOR ELEVATION - 1 STORY



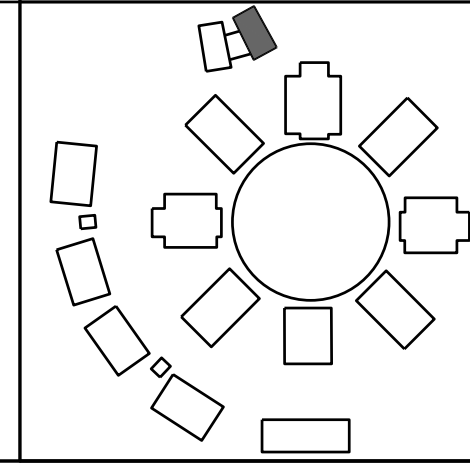
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KEYPLAN



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ARCHITECTURE  
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CRAFTMASTERS CAMPUS  
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BURLESON, TX

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: FEBRUARY 5TH, 2024  
ISSUE: DD PRICING SET  
PROJECT MGR: SW  
PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

SHEET NUMBER:  
**A-H-2.50**



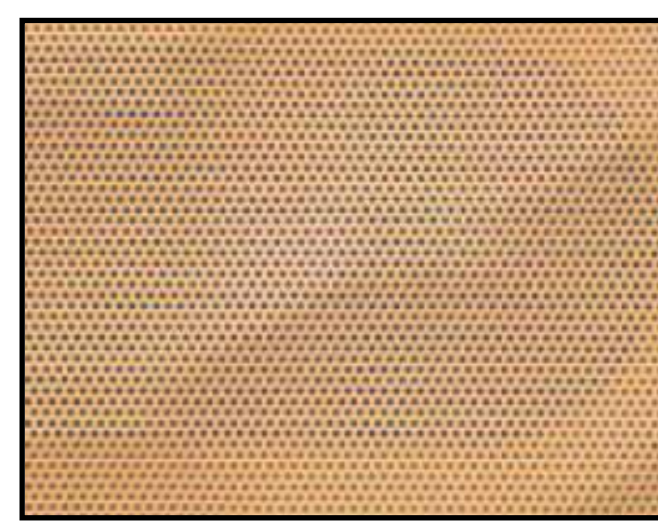
FIBER CEMENT PANEL



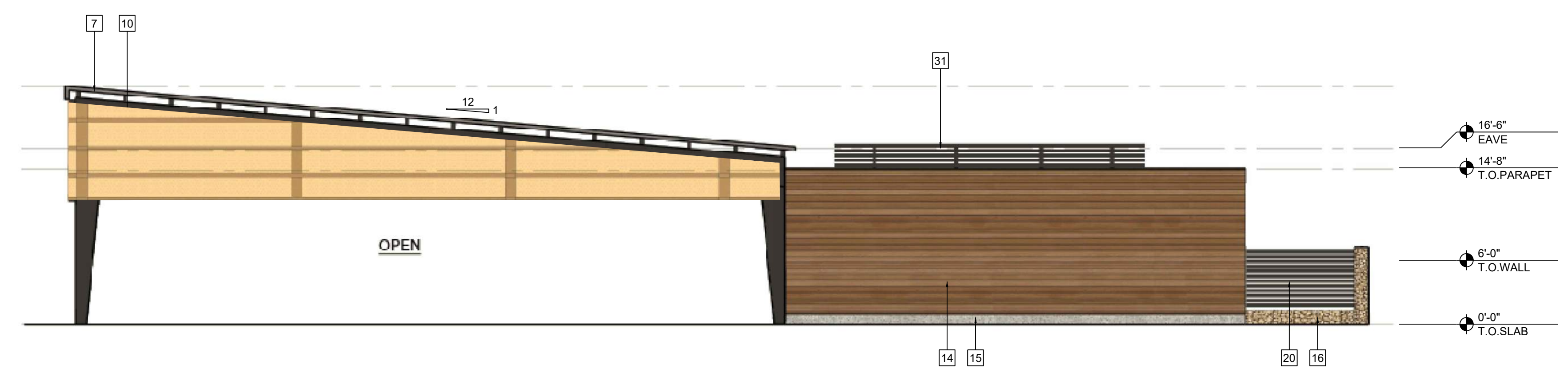
INSULATED METAL PANEL



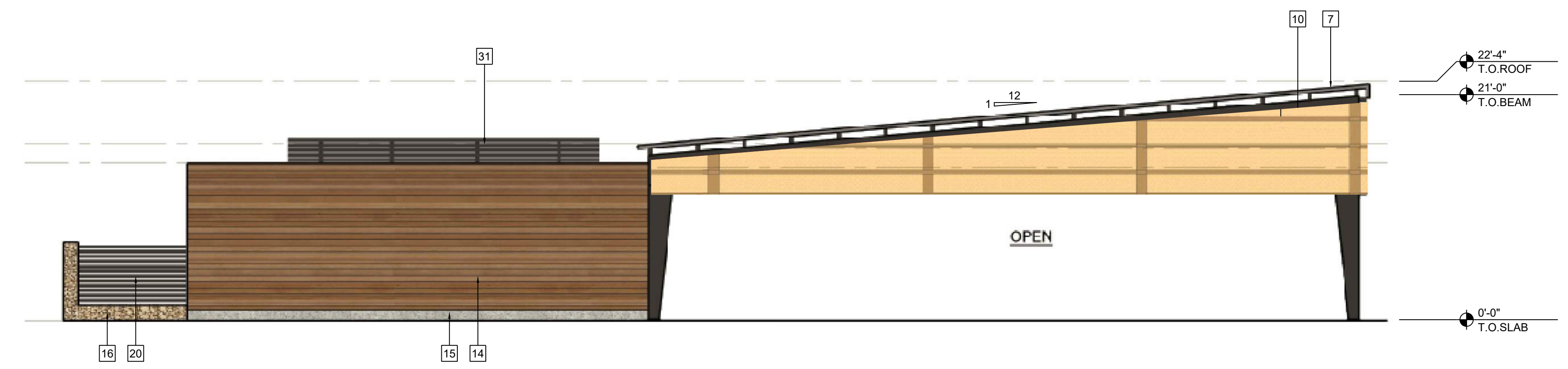
STEEL PORTAL FRAME



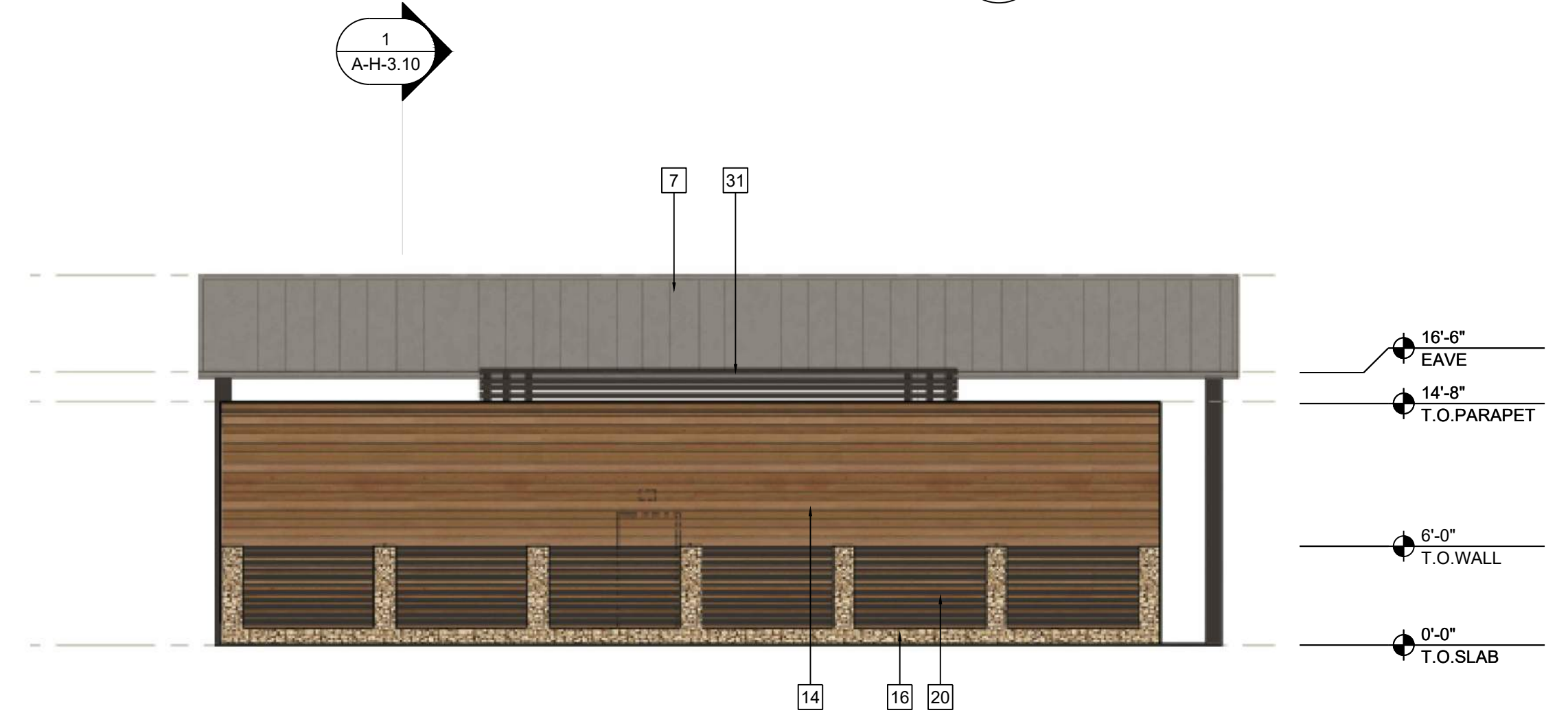
PERFORATED METAL SCREEN



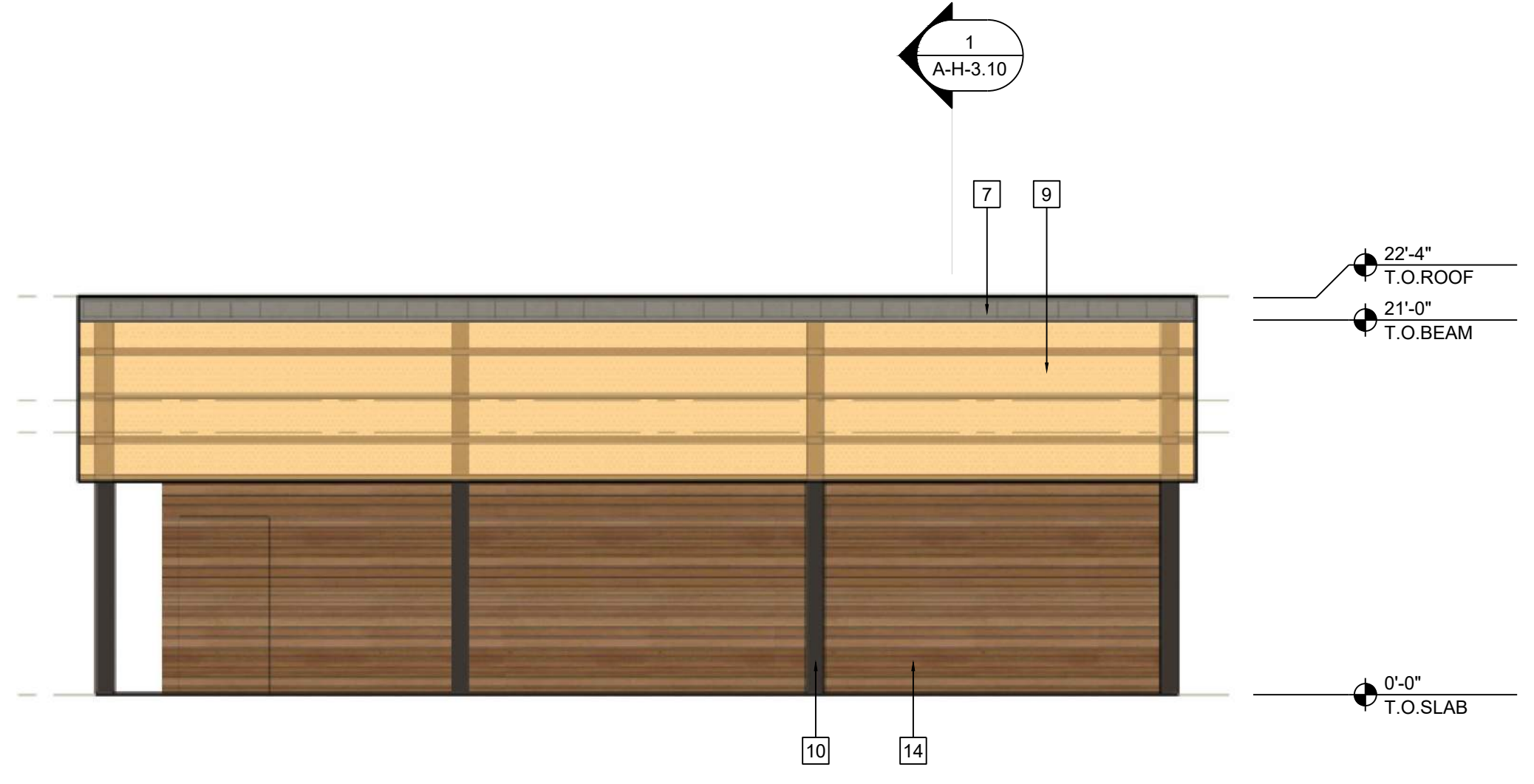
4 BREEZEWAY EXTERIOR ELEVATION - 1 STORY



3 SIDE EXTERIOR ELEVATION - 1 STORY



2 REAR EXTERIOR ELEVATION - 1 STORY



1 FRONT EXTERIOR ELEVATION - 1 STORY



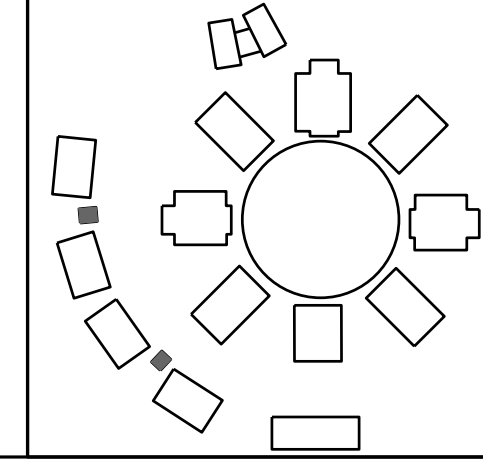
**BUILDING EXTERIOR ELEVATION KEYNOTES**

1 ALUMINUM BOX GUTTER MATCH WALL FIELD COLOR	7 INSULATED METAL PANEL	13 FIBER CEMENT SIMULATED WOOD	19 BUILDING SIGNAGE TBD	25 MECHANICAL EQUIPMENT HORIZONTAL ALUMINUM SCREEN	37
2 SQUARE DOWNSPOUT MATCH WALL FIELD COLOR	8 HORIZONTAL ALUMINUM SOLAR SHADING DEVICE	14 16" EXPOSED CONCRETE CURB	20 HANDRAIL/GUARDRAIL SW7069	32 BIG ASS FAN TBD	38
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4 METAL ROOFING	10 STEEL PORTAL FRAME	16 BRICK	22 ROOF ACCESS LADDER	34 PERFORATED METAL CAGE/STORAGE	40
5 ALUMINUM COPING	11 CHAIN DOWNSPOUT	17 METAL COLUMN	23 METAL COLUMN	35	41
6 THRU-WALL OVERFLOW MATCH WALL FIELD COLOR				36	42

**GENERAL NOTES**

1. ARCHITECTURAL GROUND FLOOR ELEVATION OF 0'-0" IS A REFERENCE ELEVATION. SEE CIVIL FOR ACTUAL ELEVATIONS.
2. FLASHINGS SHALL MATCH ROOF COLOR.
3. EXTERIOR FINISHES AND PAINT COLORS SHOWN ON FRONT ELEVATIONS SHALL RETURN BACK TO THE SIDES/EDGES OF THE BUILDING FACE UND.

**KEYPLAN**



**ACi**  
ARCHITECTURE  
*redefined*

DEVELOPMENT, MANAGEMENT, ARCHITECTURE  
TX No. BR 4281

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**CRAFTMASTERS CAMPUS  
PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX**

SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

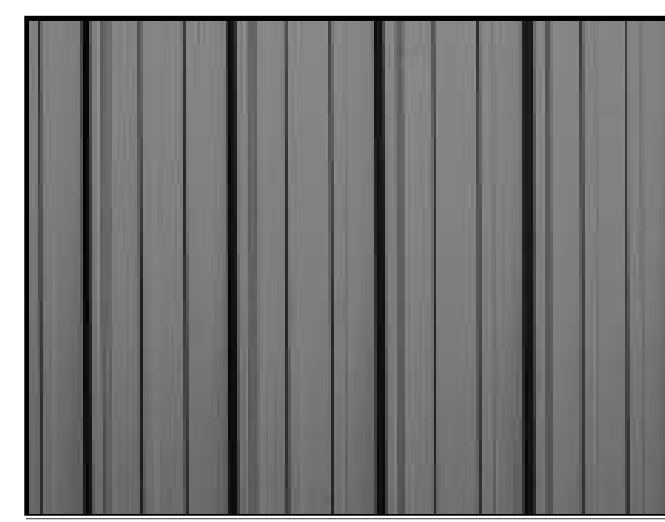
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PROJECT NO.: 2303

SHEET NAME:  
**EXHIBIT F  
CHARACTER  
ELEVATIONS**

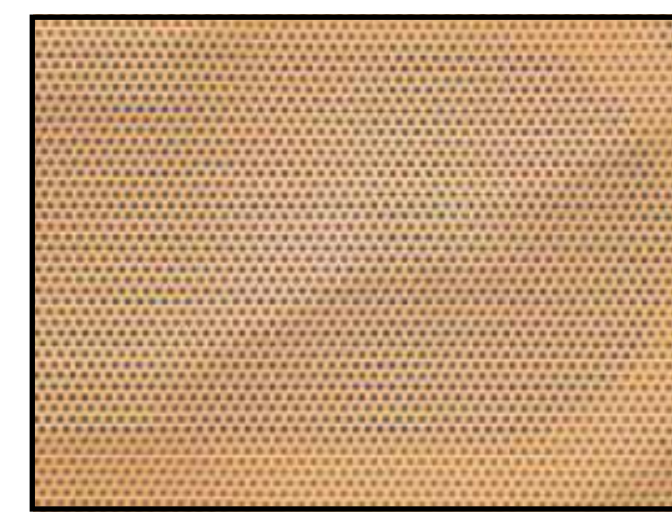
SHEET NUMBER:  
**A-J-2.50**



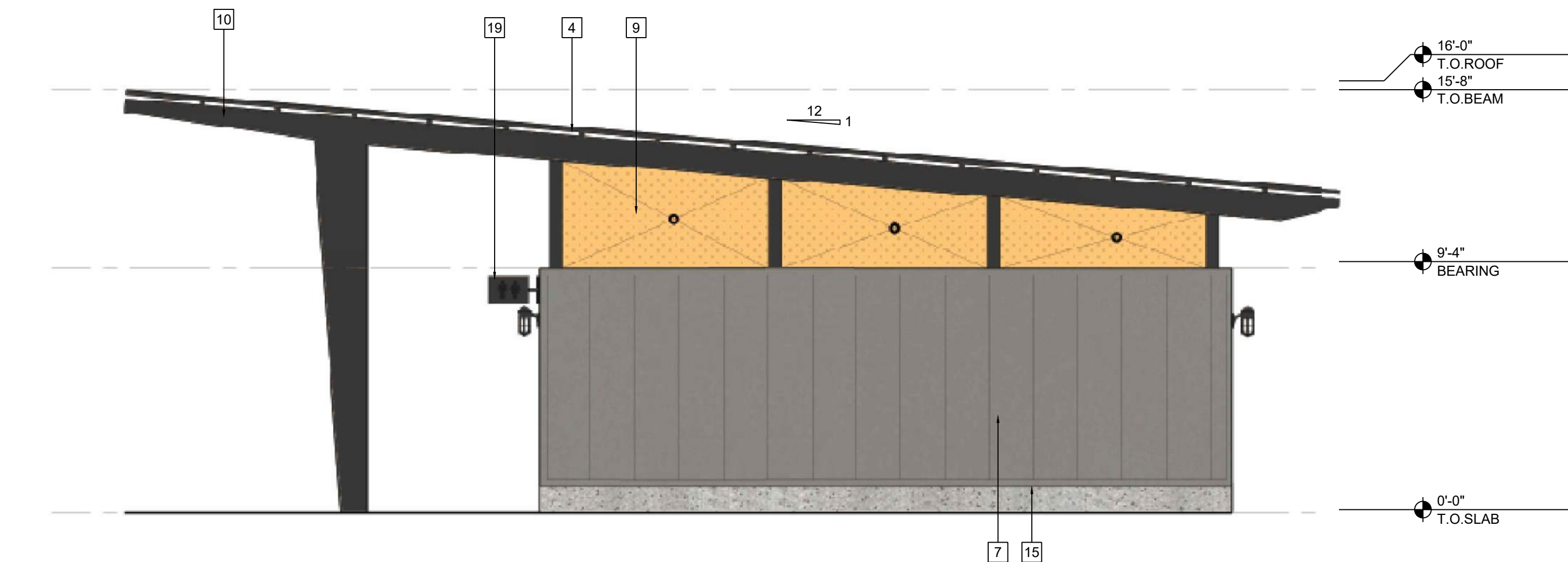
INSULATED METAL PANEL



STEEL PORTAL FRAME



PERFORATED METAL SCREEN



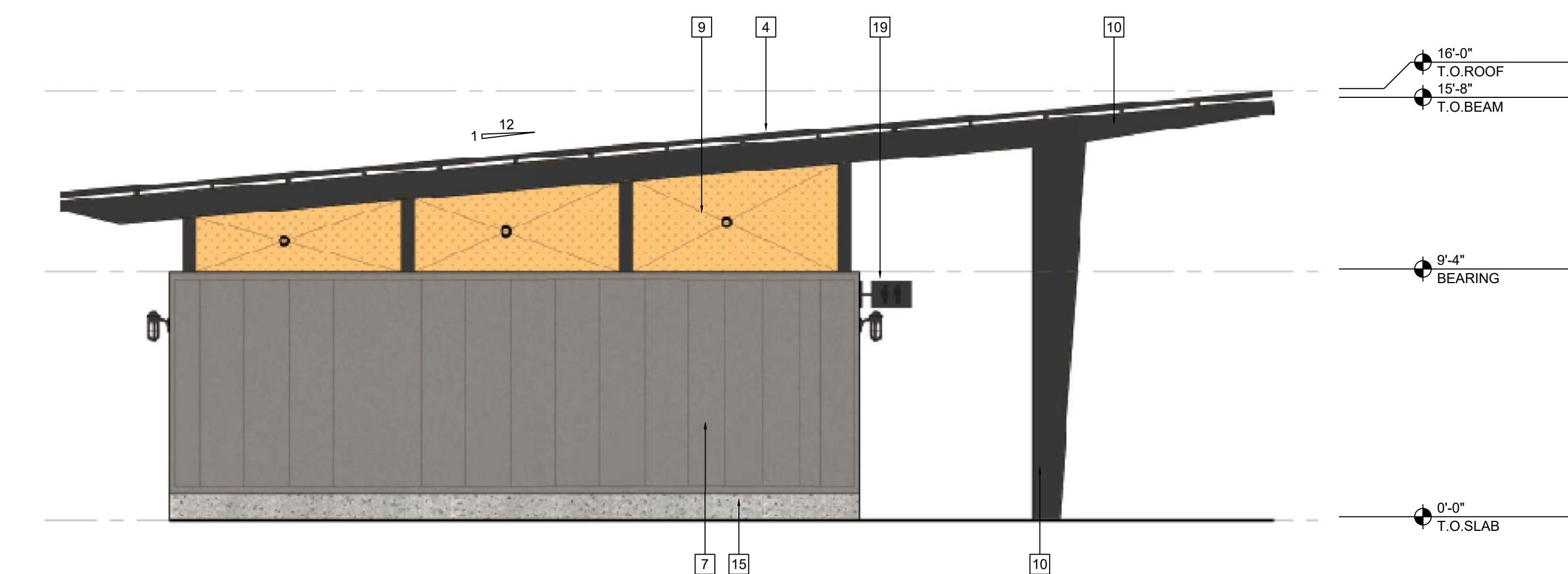
4 SIDE EXTERIOR ELEVATION - 1 STORY

NTS



2 REAR EXTERIOR ELEVATION - 1 STORY

NTS



3 SIDE EXTERIOR ELEVATION - 1 STORY

NTS



1 FRONT EXTERIOR ELEVATION - 1 STORY

NTS



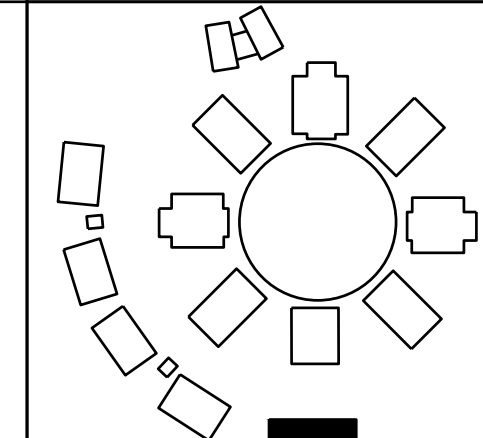
BUILDING EXTERIOR ELEVATION KEYNOTES

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4 METAL ROOFING	10 STEEL PORTAL FRAME	16 BRICK	22 PERFORATED METAL CAGE/STORAGE	28 METAL COLUMN
5 ALUMINUM COPING	11 CHAIN DOWNSPOUT	17 METAL COLUMN	23 METAL COLUMN	29 METAL COLUMN
6 THRU-WALL OVERFLOW MATCH WALL FIELD COLOR				

GENERAL NOTES

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KEYPLAN



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ARCHITECTURE  
*redefined*

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CRAFTMASTERS CAMPUS  
PACKAGE 1  
BUILDING: G, H, N  
BURLESON, TX

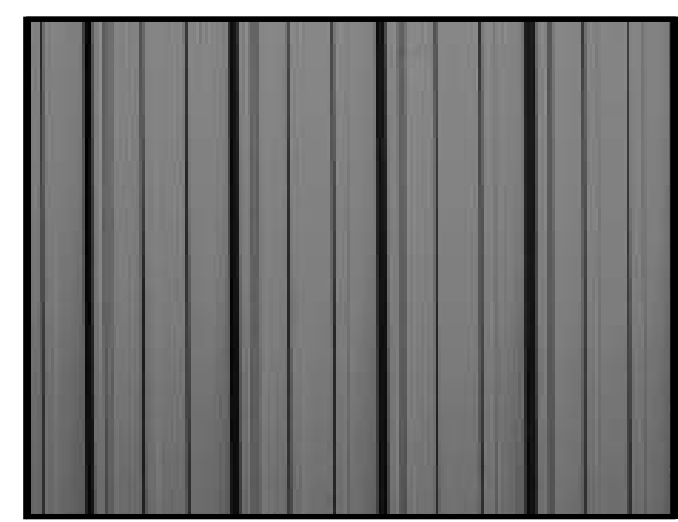
SCOTT CHARLES WEBBER  
TEXAS REGISTRATION AR29629

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DATE: FEBRUARY 5TH, 2024  
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PROJECT NO.: 2303

SHEET NAME:  
EXHIBIT F  
CHARACTER  
ELEVATIONS

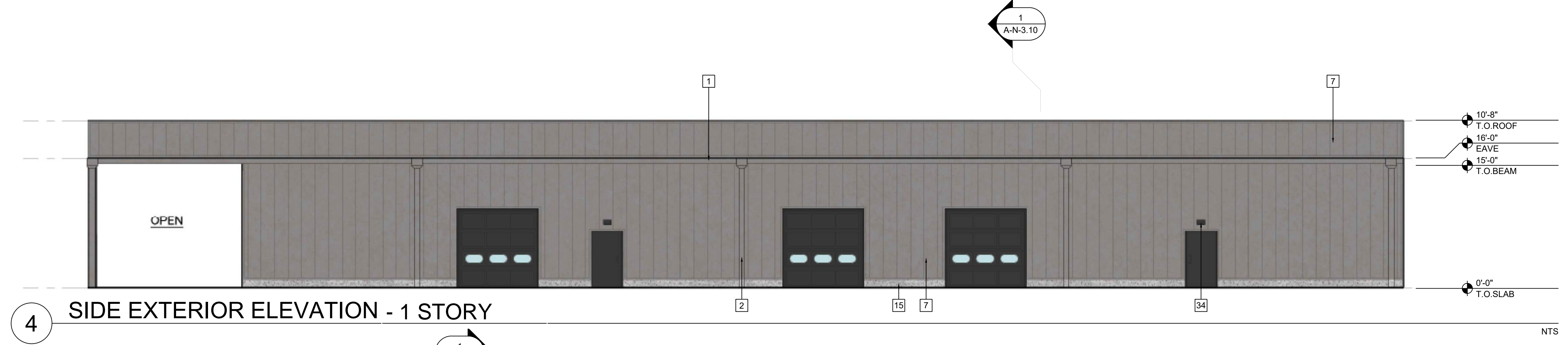
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**A-N-2.50**



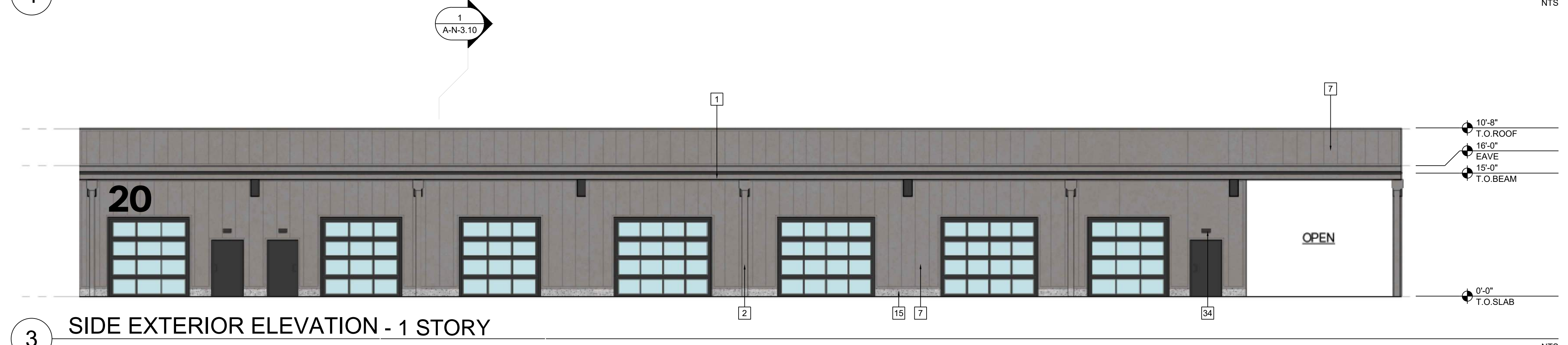
INSULATED METAL PANEL



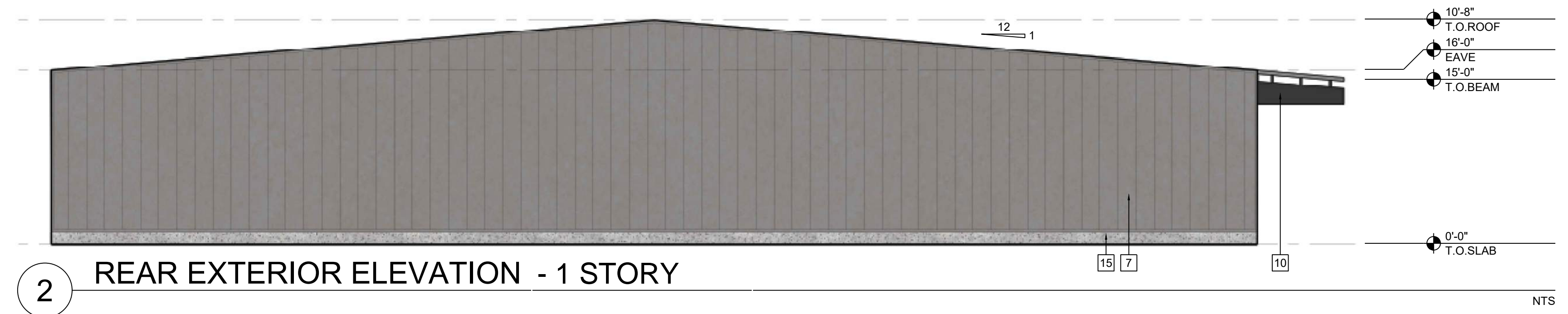
STEEL PORTAL FRAME



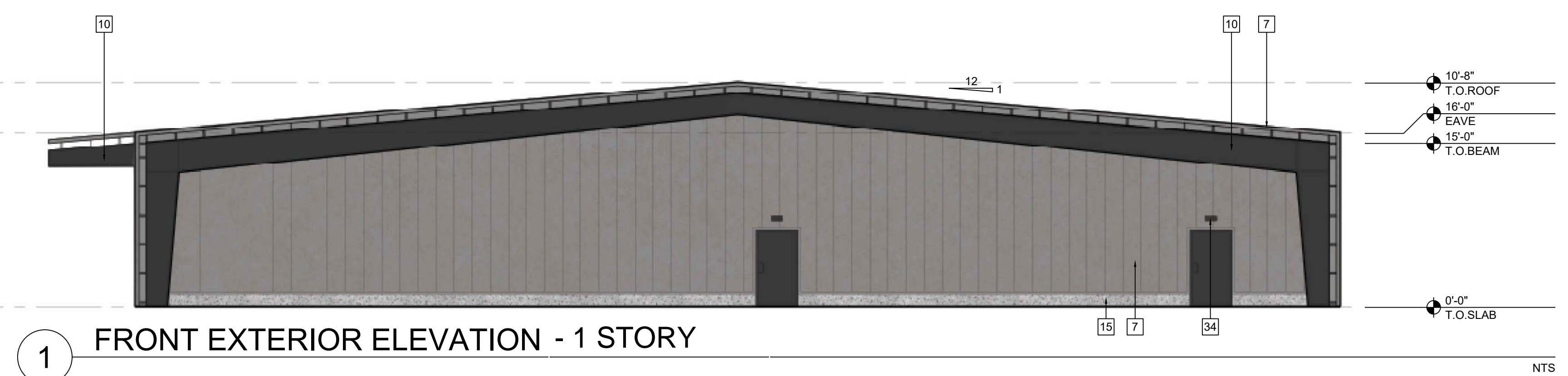
4 SIDE EXTERIOR ELEVATION - 1 STORY



3 SIDE EXTERIOR ELEVATION - 1 STORY



2 REAR EXTERIOR ELEVATION - 1 STORY



1 FRONT EXTERIOR ELEVATION - 1 STORY



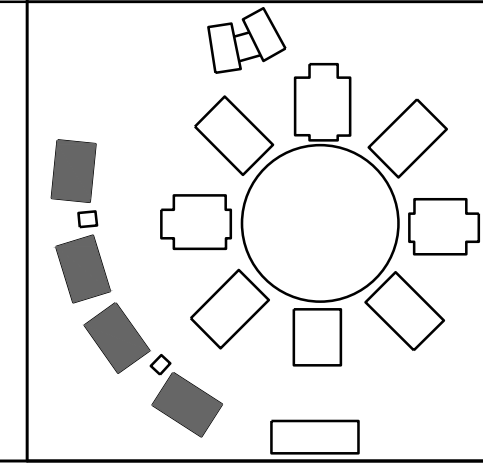
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KEYPLAN



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CRAFTMASTERS CAMPUS  
PACKAGE 2  
BUILDING: A, B, C, D, F, J, P  
BURLESON, TX

SCOTT CHARLES WEBBER  
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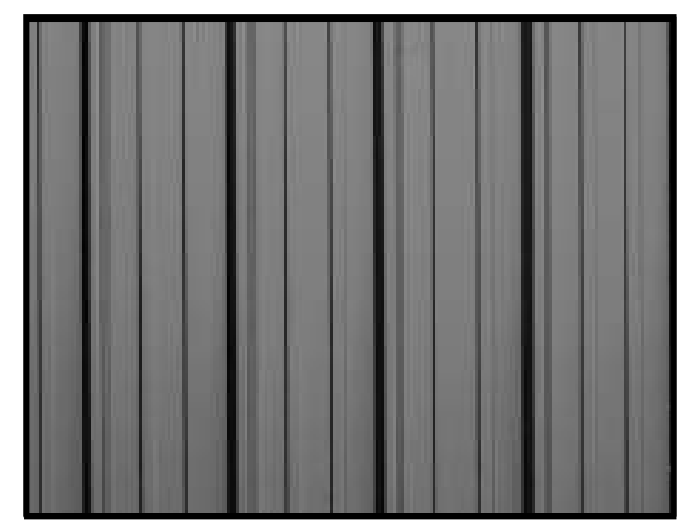
ADDENDA / REVISIONS

NO.	DATE	DESCRIPTION

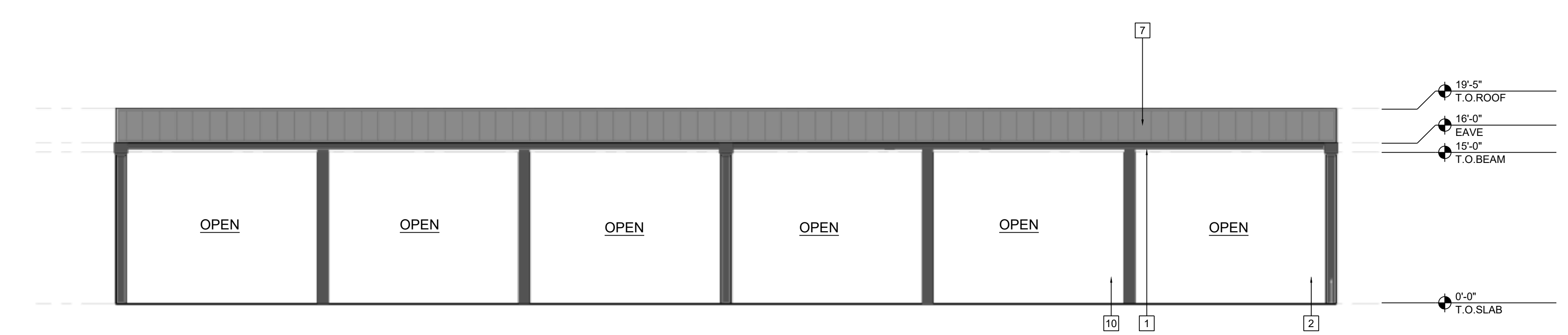
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EXHIBIT F  
CHARACTER  
ELEVATIONS

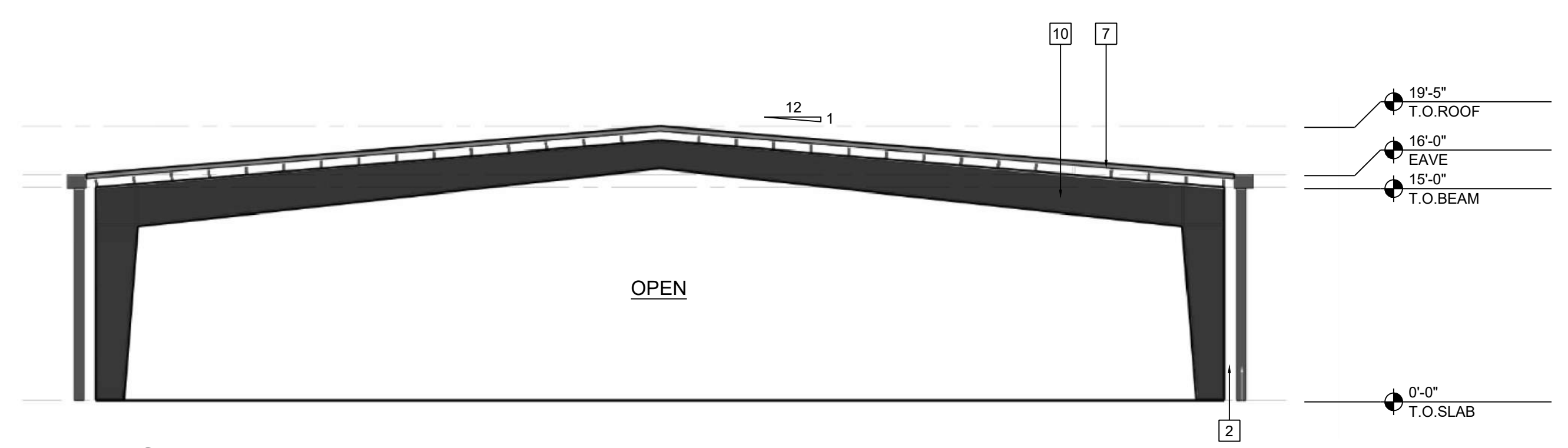
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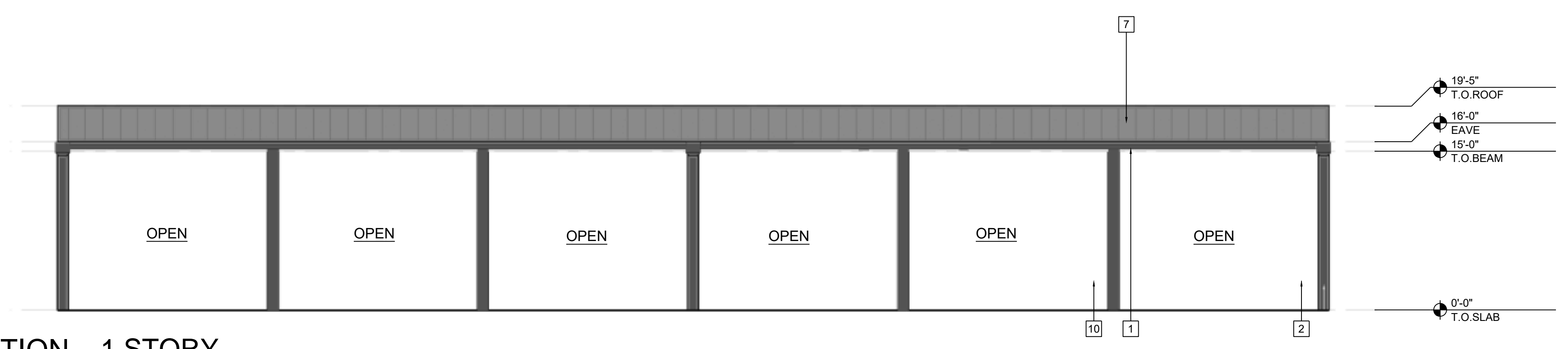
**4** SIDE EXTERIOR ELEVATION - 1 STORY  
BUILDINGS P1-P2-P3 & P4



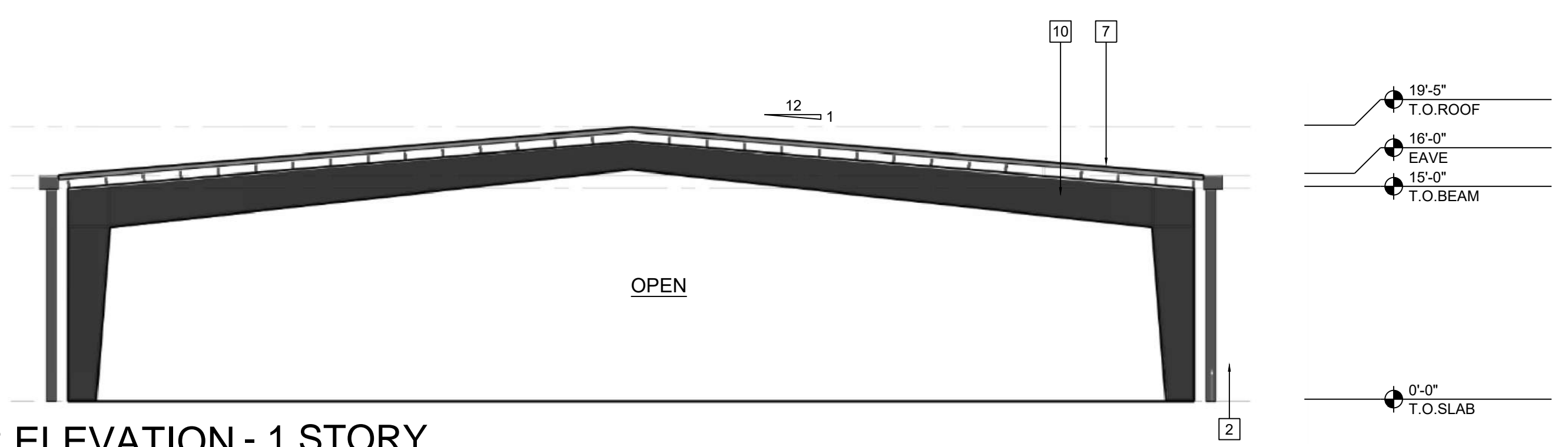
**3** SIDE EXTERIOR ELEVATION - 1 STORY  
BUILDINGS P1-P2-P3 & P4



**2** REAR EXTERIOR ELEVATION - 1 STORY  
BUILDINGS P1-P2-P3 & P4



**1** FRONT EXTERIOR ELEVATION - 1 STORY  
BUILDINGS P1-P2-P3 & P4



**City Council Regular Meeting**

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Director  
**MEETING:** April 15, 2024

**SUBJECT:**

314 NE Wilshire Blvd (Case 23-398): Hold a public hearing and consider approval of an ordinance for a zoning change request from “C” Commercial to “C” Commercial with an “SUP” Specific Use Permit allowing for an Auto repair garage located in the Old Town Overlay District for Team Hoover Automotive. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

**SUMMARY:**

On December 13, 2023, a zoning change request was submitted by Mike Hoover of Team Hoover Automotive (owner) to change the zoning of approximately 0.816 acres to C, Commercial with a Specific Use Permit for an Auto Repair Garage located within the Old Town Overlay District.

**DEVELOPMENT OVERVIEW:**

The owner is proposing a C, Commercial zoning with a Specific Use Permit for the expansion of his existing auto repair business located at 134 NW Hillery Street. The proposed use would be allowed by-right with a C, Commercial zoning but with the subject property being located in the Old Town overlay district, a Specific Use Permit is required.

The subject property was previously Stowe’s Automotive but has been abandoned for a number of years. The applicant is proposing to install additional car lifts as well as an office so that he can continue to grow his business that has been operating on an adjacent property located at 134 NW Hillary Street. The applicant has replaced the roof and painted the exterior but is not proposing any major renovations to the building. The applicant will be replacing dead landscaping and installing signage. The applicants plans a future expansion to include a second story retail site that will meet the Old Town Design Standards.

**Zoning and Land Use Table**

	Zoning	Use
Subject Property	C, Commercial	Vacant Building

North	I, Industrial	Industrial/Rental
East	I, Industrial	Industrial/Rental
South	I, Industrial	Industrial/ Auto Repair Garage
West	C, Commercial	Commercial/Auto Repair Garage

**This site is designated in the Comprehensive Plan as Old Town.**

Typical uses include restaurants, offices, retail, personal services, community and educational services, and mixed-use residential development.

*Staff has determined the requested zoning and Specific Use Permit align with the Comprehensive Plan.*

**RECOMMENDATION:**

Recommend approval of an ordinance for the zoning change with a Specific Use Permit for Auto repair Garage in the Old Town Overlay District.

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

Mar. 26, 2024 – The Planning and Zoning Commission recommended approval.

**REFERENCE:**

<https://ecode360.com/39939233#39939233>

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony McIlwain  
 Director of Development Services  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
 817-426-9684



# Team Hoover Automotive SUP

## Location:

- 314 NE Wilshire BLVD
- 0.816 acres

## Applicant:

Mike Hoover

Team Hoover Automotive

## Items for approval:

Zone change with SUP for Auto Repair Garage within Old Town Overlay District





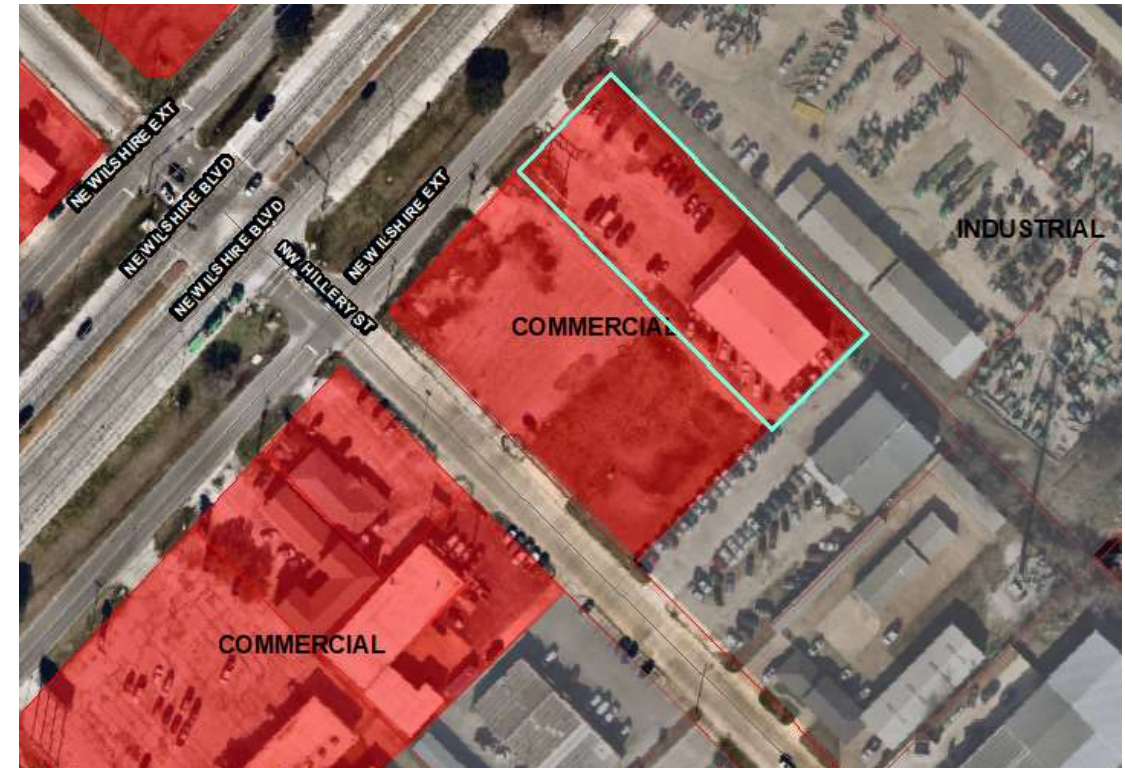
# Comprehensive Plan Old Town Category

- Typical uses include restaurants, offices, retail, personal services, community and educational services, and mixed-use residential development
- The site is on the periphery of the overlay district and not within the focus area of Old Town while also being surrounded by compatible automotive related uses.



# Current Zoning Commercial

- Auto Repair Garage is an allowed use in the underlying Commercial District but requires a Specific Use Permit in the Old Town Overlay District.
- Surrounding land uses include the following:
  - North- State Highway 174
  - South – Existing Auto Repair Garage
  - East - Heavy Equipment Rental
  - West – Vacant lot and Auto Repair Garage



# Current & Proposed Use

- Currently the building is vacant and has been for a number of years.
- Previously the site was home to Stowe's Automotive, which was an Auto Repair Garage.
- The proposed use of Auto Repair Garage with a future retail second floor.

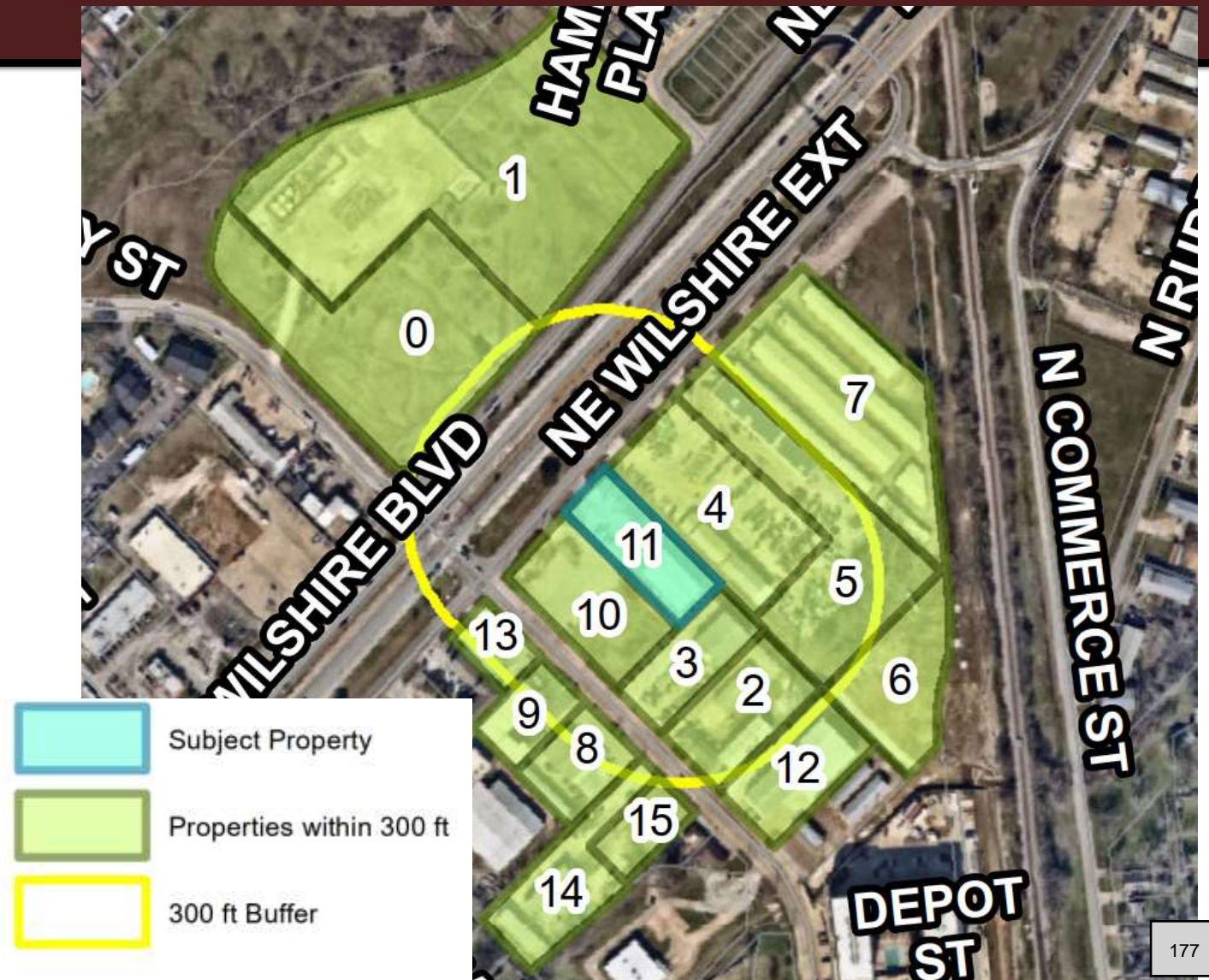




# Team Hoover Automotive SUP

## Public Hearing Notice

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





# Team Hoover Automotive SUP

## P&Z Summary

### Vote

Recommended approval of an ordinance for a zoning change with a specific use permit for auto repair garage (7-0)

### Discussion

None

### Speakers

None



## 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 0.816 ACRES OF LAND BEING ALL OF LOT 2, BLOCK 2, OF WILSHIRE VILLAGE AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 318, PLAT RECORDS, JOHNSON COUNTY TEXAS; FROM COMMERCIAL (C) TO COMMERCIAL (C) WITH A SPECIFIC USE PERMIT (SUP) FOR AUTO REPAIR GARAGE; 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 Mike Hoover on December 13, 2023, under Case Number 23-398, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted 7 to 0 to recommend to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of Commercial (C) to Commercial (C) with a Specific Use Permit (SUP) for Auto Repair Garage; 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 **Commercial (C)**; 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**

The Zoning Ordinance and Map is hereby amended insofar as it relates to certain land described as 0.816 acres of land known as Lot 2, Block 2, of Wilshire Village an addition to the City of Burleson, Johnson County Texas, according to the map or plat thereof recorded in volume 1, page 318, plat records, Johnson County Texas, as **described in Exhibit A**, by changing the zoning of said property from **Commercial (C)** to **Commercial (C) with a Specify Use Permit (SUP) for Auto Repair Garage** being attached hereto and incorporated herein by reference for all purposes, herein with an associated commercial site plan attached herein as **Exhibit A**;

**Section 2.**

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

**Section 3.**

It is hereby officially found and determined that the meeting at which this ordinance is passed is



open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**PASSED AND APPROVED:**

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

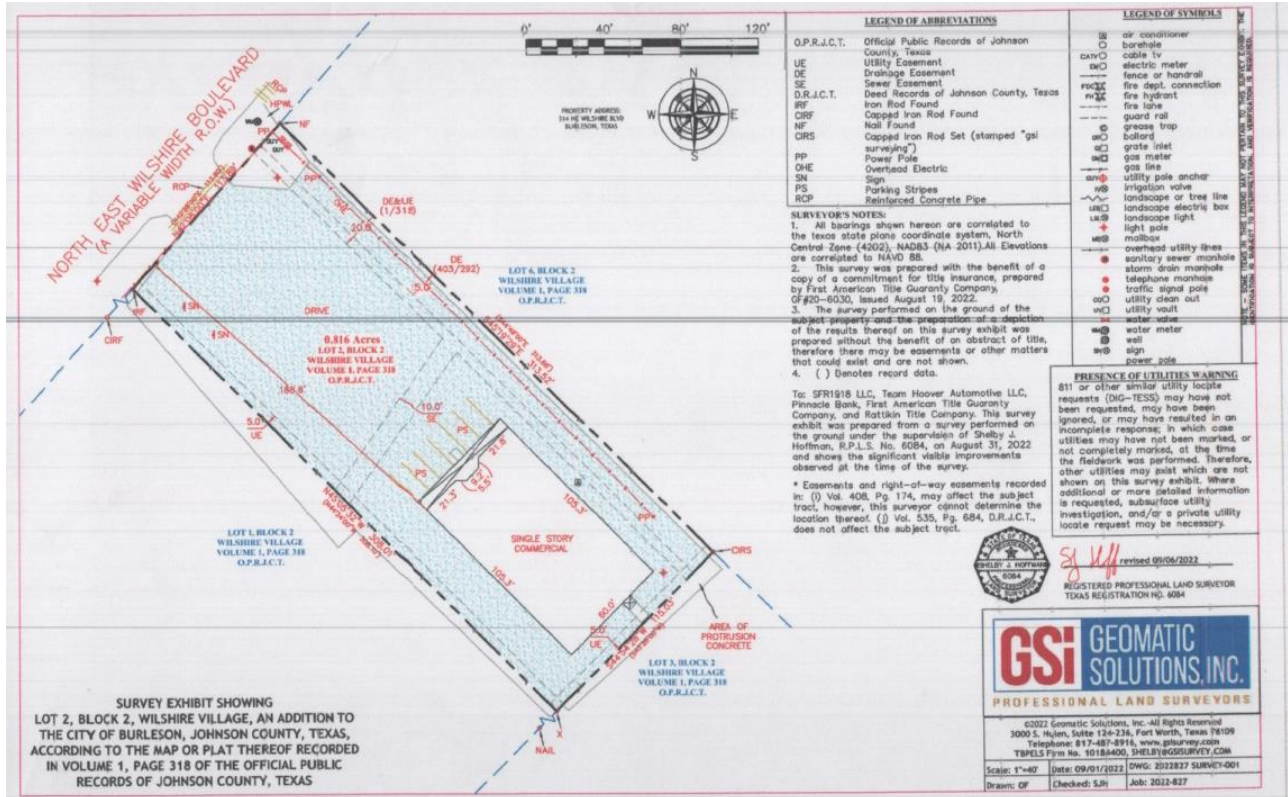
ATTEST:

APPROVED AS TO FORM:

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

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

# EXHIBIT "A"



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## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Development Services Director  
**MEETING:** April 15, 2024

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**SUBJECT:**

Lumberyard at 137 S. Wilson Street (Case 24-041): Hold a public hearing and consider approval of a resolution for a commercial site plan amendment with a waiver to Section 132-115; Accessory building and structure yard regulations. (*First and Final Reading*) (*Staff Contact: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended approval unanimously*)

**SUMMARY:**

On February 5, 2024, an application was submitted by Derek Scheler (applicant), on behalf of Richard Nash (owner), for a commercial site plan with a waiver to allow for the installation of a detached accessory structure (concert stage) in front of the primary structure at 137 S. Wilson St.

The subject property has an existing outdoor patio area that is approximately 0.10 acre, with synthetic turf and picnic tables. The applicant would like to install a permanent outdoor stage in the patio area for live music. The rear yard is inaccessible as an outdoor patio due to the limited depth of the area as the existing kitchen and storage buildings for the Lumberyard Bar and Patio Grill.

According to the Zoning Ordinance Sec. 132-115 Accessory, building and structure yard regulations. Detached accessory structures shall be located in the area defined as the rear yard.

**RECOMMENDATION:**

Approval of a resolution allowing for the commercial site plan with waiver.

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

*April 9, 2024:* The Planning and Zoning Commission recommended approval by a unanimous vote.

**REFERENCE:**

<https://ecode360.com/39939366#39939366>



**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

# Lumberyard Commercial Site Plan Waiver



## Location:

- 137 S Wilson Street
- 0.30 acres

## Applicant:

- Derek Scheler

## Item for approval:

- Commercial Site Plan amendment with waiver to allow for a detached accessory buildings and structures yard regulations Waiver (24-041)

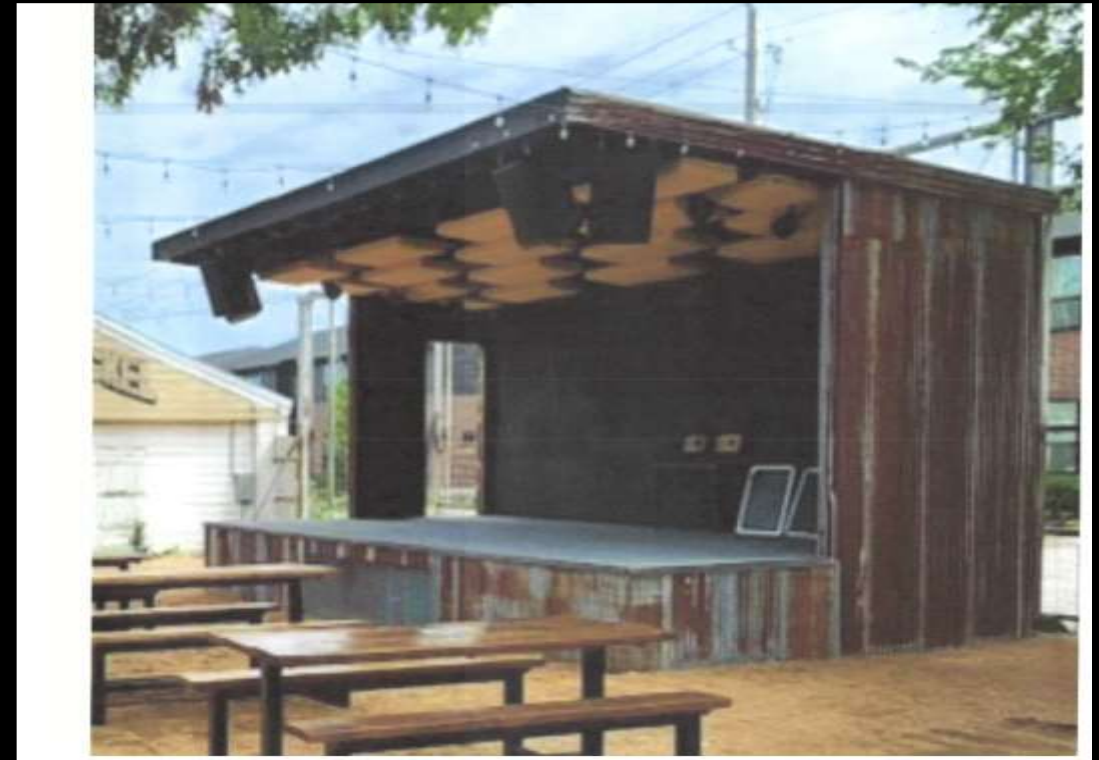


# Lumberyard Commercial Site Plan Waiver



## Background

The Lumberyard is requesting a Commercial Site Plan amendment with a waiver to allow for the construction of a detached accessory structure (outdoor stage) that will be placed in front of the main building.





# Lumberyard Commercial Site Plan Waiver



## Request

- Allow for a Commercial Site Plan amendment with a waiver to allow for the construction of an accessory structure in front of the primary structure.

## Waiver Summary

*Sec. 132-115 Accessory buildings and structure yard regulations: (a): Front Yard. Attached accessory buildings or structures shall have a front yard not less than the main building. **Detached accessory buildings or structures shall be located in the area defined as the rear yard.***





# Lumberyard Landscaping Waiver



## P&Z Summary

There were questions raised by the Commission about sound projections onto neighboring properties.

## Vote

Recommended approval by unanimous vote

## Discussion

None

## Speakers

None

# Lumberyard Commercial Site Plan Waiver



## Staff Recommendation

Staff recommends approval of a resolution for a Commercial Site Plan amendment with a waiver to allow a detached accessory structure in front of the main building located at 137 S. Wilson Street as proposed by the applicant.

- The rear yard of the property is not conducive for an outdoor patio.
- The analysis determined that the additional runoff generated by the detached accessory structure would not cause adverse effects offsite or downstream.



## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A WAIVER TO APPENDIX B, ARTICLE V, SUPPLEMENTAL REGULATIONS, TO ALLOW FOR THE INSTALLATION OF A DETACHED ACCESSORY STRUCTURE IN FRONT OF THE MAIN BUILDING AT 137 S. WILSON STREET.**

**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**, Appendix B, Article V, Supplemental Regulations, Chapter 132, General yard requirements, Section 132-115, Accessory building and structures yard regulations, of the City of Burleson Code of Ordinances (2005) purpose is to establish zoning regulations and districts in accordance with a the city's comprehensive land use plan in order to promote the health, safety, morals and the general welfare of the city.; and

**WHEREAS**, on February 5, 2024, an application was submitted by Derek Scheler requesting a Commercial Site Plan with a waiver to allow for the installation of a detached accessory structure in front of the main building at 137 S. Wilson Street (Case 24-041), and

**WHEREAS**, on April 09, 2024, the Planning and Zoning Commission made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and made a recommendation of approval of the proposed Commercial Site Plan with waiver; and

**WHEREAS**, on April 15, 2024, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

**WHEREAS**, the City Council finds and determines that there are individual circumstances, such as the presence of existing facilities or unusual topography, that limit the applicant's ability to comply with the supplemental regulations; and

**WHEREAS**, the City Council finds and determines the conditions attached to the waiver, if any, are necessary to achieve the purpose of Appendix B, Article V of Chapter 132 of the City of Burleson Code of Ordinances.

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

#### **Section 1.**

City Council hereby grants a waiver to Section 132-115(a) of Article V, Supplemental Regulations, of Appendix B, Zoning, of the City of Burleson Code of Ordinances (2005) to allow for the installation of a detached accessory structure in front of the main building at 137 S. Wilson Street as specified in the Commercial Site Plan attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Appendix B, Zoning, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the detached accessory structure at 137 S. Wilson Street.

**Section 2.**

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

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



# EXHIBIT "A"



**City Council Regular Meeting**

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Director  
**MEETING:** April 15, 2024

**SUBJECT:**

3812 S Burleson Blvd (Case 24-042): Hold a public hearing and consider approval of an ordinance for a zoning change request from “A”, Agricultural to “C” Commercial for a contractor’s office with no outside storage. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

**SUMMARY:**

On February 5, 2024, a zoning change request was submitted by Saul and Juan Ramon Solis of Indeed Construction Inc. (owners) to change the zoning of approximately 2.07 acres to “C”, Commercial.

**DEVELOPMENT OVERVIEW:**

The owners are proposing a “C”, Commercial zoning district for the development of a contractor’s office with no outside storage. The proposed use would be allowed by-right with “C”, Commercial zoning and within the IH-35 overlay district. If the zoning is approved a commercial site plan submittal will be required to ensure the site is developed in accordance with the “C”, Commercial zoning district and the IH-35 Design Standards.

**Zoning and Land Use Table**

	Zoning	Use
Subject Site	“A”, Agricultural	Undeveloped
North	Undeveloped	Industrial
East	Interstate 35	Highway
South	“A”, Agricultural	Undeveloped
West	ETJ	Undeveloped

**This site is designated in the Comprehensive Plan as Employment Growth Center.**

This land use category should include a mix of low and medium density industrial buildings and industrial yards and have ample surface parking for cars and trucks. Corresponding zoning districts may include Commercial, Industrial, and Business Park Overlay.

*Staff has determined the requested zoning and use align with the Comprehensive Plan.*

**Engineering:**

Commercial site plan, civil engineering, and TxDOT reviews will be required prior to the development of the site. Sanitary sewer extension will be required to the site prior to development as well.

**RECOMMENDATION:**

Recommend approval of an ordinance for the zoning change.

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

Mar. 26, 2024 – The Planning and Zoning Commission recommended approval.

June 1984 – Spring Valley plat was approved by the Commissioner’s Court of Johnson County.

**REFERENCE:**

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](https://www.ecode360.com/city-of-burleson-tx-zoning-districts)

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony McIlwain  
Director of Development Services  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684



# ZC – 3812 S Burleson

**Location:**

- 3812 S Burleson

**Applicant:**

Saul and Juan Ramon Solis (owners) of Indeed Construction INC.

**Item for approval:**

Zoning Change from "A", Agricultural to "C" Commercial for a contractor's office (Case 24-042).





# Comprehensive Plan

Employment Growth



# Zoning

A, Agricultural








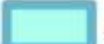
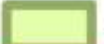

# ZC – 3812 S Burleson

## Public Hearing Notice

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



**Legend**

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



# ZC – 3812 S Burleson

## P&Z Summary

### Vote

Recommended approval unanimously

### Discussion

None

### Speakers

Applicant was present (no questions)





# ZC – 3812 S Burleson

## Staff's Recommendation

Staff has determined that the requested zoning and use align with the Comprehensive Plan.

Staff recommends approval of the ordinance for a zoning change.



## 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 2.07 ACRES OF LAND KNOWN AS LOT 12, SPRING VALLEY, AS RECORDED IN VOLUME 4, PAGE 47, PLAT RECORDS JOHNSON COUNTY, TEXAS (P.R.J.C.T); FROM AGRICULTURAL (A) TO COMERCIAL (C); 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 Saul and Juan Ramon Solis on February 5, 2024, under Case Number 24-042, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted 7 to 0 to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of Agricultural (A) to Commercial (C); 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**

The Zoning Ordinance and Map is hereby amended insofar as it relates to certain land described as 2.07 acres of land known as Lot 12, Spring Valley, as recorded in Volume 4, Page 47, plat records Johnson County, Texas, (P.R.J.C.T), as further **described in Exhibit A**, attached here to and incorporated herein by reference, by changing the zoning of said property from **Agricultural (A)** to **Commercial (C)**.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas,

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**PASSED AND APPROVED:**

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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



ATTEST:

APPROVED AS TO FORM:

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Amanda Campos, City Secretary

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E. Allen Taylor, Jr., City Attorney

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

BEGINNING at a 5/8" iron rod set from which a 3/8" iron rod found which bears S 03°47'56" W, 0.85 feet. Set along the right-of-way of Interstate Highway No. 35, (aka South Burleson Boulevard) (350 feet wide) for the Northeasterly corner of said 2.068 acre tract and the herein described tract;

THENCE S 29°36'40" E 150.13 feet, along the right-of-way of said Interstate Highway No. 35, to a 3/8" iron rod with cap, for a corner of the herein described tract;

THENCE S 60°19'12" W, 600.19 feet, continuing from the right-of-way of said Interstate Highway No. 35, continuing along Lot 13 to a 3/8" iron rod set as a corner for Lot 12, Lot 13, Lot 73A and Lot 73B;

THENCE N 29°36'40" W, 150.02 feet, continuing with the Northwesterly along Lot 73A to a 5/8" iron rod, from which a capped 3/8" iron rod bears N 46°04'23" E, 1.96 feet, at the corner of Lot 11 and Lot 12;

THENCE N 60°18'34" E, 600.12 feet, continuing along the property boundary of Lot 11 and Lot 12 to the Point of Beginning along Interstate highway No. 35 with a 5/8" iron rod set from which a 3/8" iron rod found which bears S 03°47'56" W, 0.85 feet.

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**City Council Regular Meeting**

**DEPARTMENT:** Finance Department  
**FROM:** Harlan Jefferson, Deputy City Manager  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of a resolution declaring intention to reimburse an amount not to exceed \$7,500,000 for Council approved capital projects with the FY23/24 budget and capital improvement plan. The resolution will give the City the ability to begin incurring capital expenditure costs of these projects with the intent of reimbursing the cost incurred with proceeds from bond debt to be issued at a future date and placing time restrictions on the issuance of tax-exempt obligations. (Staff Contact: Harlan Jefferson, Deputy City Manager)

**SUMMARY:**

On September 11, 2023, Council approved the final reading of the City's FY23/24 budget and capital improvement plan. The approved budget includes the City's capital improvement program for General Government, Parks, Economic Development, Water and Sewer systems. On March 18, 2024, Council amended the City's FY 23/24 CIP by adding \$1,534,652 for Public Safety Radios and \$550,000 for Hidden Creek/Gardens Traffic Signal. Also on the April 15, 2024 Council agenda is a proposed amendment to the Parks and Recreation CIP as directed at the Council's September 18, 2023 meeting. This reimbursement resolution will give the City the ability to begin incurring capital expenditures with the intent to reimburse the cost incurred with proceeds from bond debt to be issued at a future date.

**OPTIONS:**

- 1) Approve the resolution
- 2) Approve the resolution with changes
- 3) Deny the resolution

**RECOMMENDATION:**

Staff recommendations approval of the resolution.

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

October 3, 2022, City Council approved a resolution declaring intention to reimburse an amount not to exceed \$65,100,000 for FY23 planned capital projects.

September 11, 2023, Council approved the final reading of the City's FY23/24 annual budget with the five-year capital improvement plan.

September 18, 2023, Council provided direction regarding the revised Parks and Recreation capital improvement plan.

October 2, 2023, Council approved a resolution declaring intention to reimburse an amount not to exceed \$1,800,000 for the internal Engineering, Development and Planning expenses. The requested reimbursement resolution supersedes the October 2, 2023 resolution.

On November 13, 2023, Council approved a resolution declaring intention to reimburse an amount not to exceed \$41,820,000 for an array of public works, public safety, parks and recreation, and water and wastewater projects.

On March 18, 2024, Council approved a revised General Government capital improvement plan.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Harlan Jefferson  
Deputy City Manager  
[hjefferson@burlesontx.com](mailto:hjefferson@burlesontx.com)  
817-426-9651



# Reimbursement Resolution

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*PRESENTED TO THE CITY COUNCIL ON APRIL 15, 2023*

# Reimbursement Resolution

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Provides project funding prior to issuing the bonds



City anticipates issuing bonds during August 2024



The resolution is not an authorization to issue bonds

# Use of the Resolution

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- Council approved the FY23/24 Budget and five-year capital improvement plan on September 11, 2023
- Council provided direction regarding the revised FY23/24 Parks and Recreation Capital Plan on September 18, 2023
- Council approved a reimbursement resolution for \$1,800,000 for internal Engineering, Development, and Planning expenses on October 2, 2023.
- The October 2, 2023 reimbursement resolution was superseded on November 13, 2023 when the Council approved a new reimbursement resolution amount of \$41,820,000 that provided additional authority required for the FY23/24 projects including streets, parks, water, sewer, and detention pond construction and improvements
- The capital cost will be reimbursed for project expenses incurred or obligated through August 31, 2024

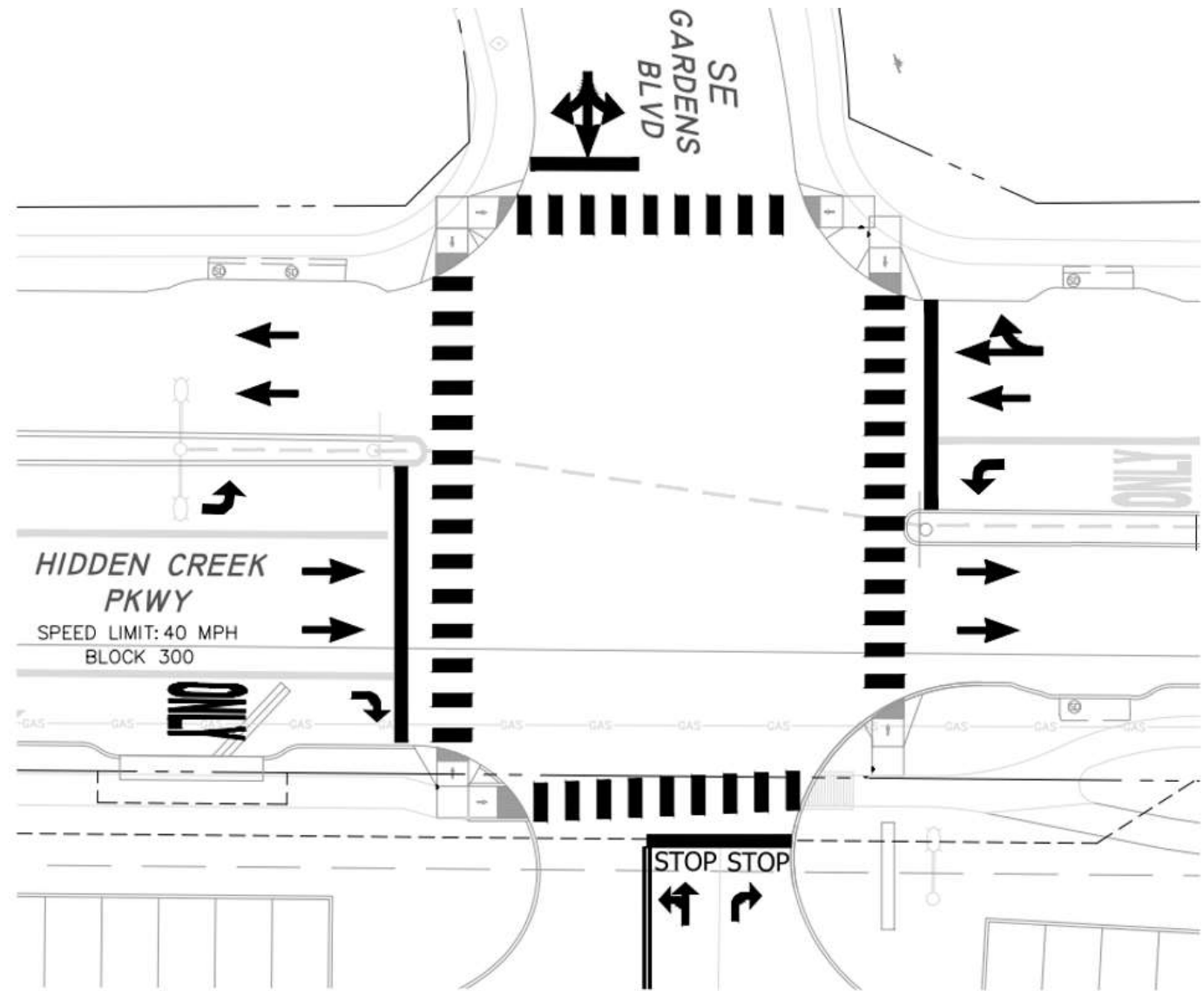
# Hidden Creek & Gardens Traffic Signal

Design - \$49,000 (cash-funded in FY23)

Design is complete and project is out for bidding (anticipate council consideration of contract award May 20<sup>th</sup>)

Construction estimate (including inspection, testing, and project management) - \$550,000

Included in Five-year CIP amendment March 18<sup>th</sup>





# APX Next Radios

These radios would remain online and functional outside the radio network and in a disaster scenario, using the BTX-IT Mini CRD. (Portable Cell Tower)

Burleson can get special pricing on the radios from the Fort Worth contract (40% savings). However, the pricing is only available until the end of next year.

Implementation is 4 to 6 months from order placement.

The year-one implementation costs are \$1,534,651.92.

The annual recurring subscription cost is \$74,021.76 for Years 1-5 and \$60,099.24 for Year 6.

The total implementation costs for the radios is \$1,890,838.20.



# BRiCk – Indoor Pool Sand Filters

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Includes: Replacement of the Indoor Pool sand filters  
(The Outdoor Pool sand filters were replaced in 2023)

Project estimate - \$162,750

Included in CIP realignment presentation September 18, 2023.

Construction Manager at Risk Guaranteed Maximum Price award scheduled for May 6<sup>th</sup> consideration by the Council





# BRiCk – Replaster Indoor Pool

Includes: Replaster of the Indoor  
Pool

Project estimate - \$315,000

Included in CIP realignment  
presentation September 18, 2023

Construction Manager at Risk  
Guaranteed Maximum Price award  
scheduled for May 6<sup>th</sup>  
consideration by the Council



# BRiCk – Desert Aire Replacement

---

Includes: Replacement of the Desert Aire  
(dehumidification system for the Indoor Pool)

Project estimate - \$1,575,000

Included in CIP realignment presentation September 18,  
2023

Construction Manager at Risk Guaranteed Maximum  
Price award scheduled for May 6th consideration by the  
Council





# BRiCK – HVAC Units

Includes: Replacement of Aeon RTU's, chillers, and VFD's.

Project estimate - \$2,887,500

Included in CIP realignment presentation September 18, 2023

Construction Manager at Risk  
Guaranteed Maximum Price award  
scheduled for May 6<sup>th</sup>  
consideration by the Council



# Options

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- Approve the resolution
- Approve the resolution with changes
- Deny the resolution

# QUESTIONS/COMMENTS

# Options



Approve as presented or  
with modifications



Deny request



## RESOLUTION

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$7,500,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

**WHEREAS**, the City of Burleson, Texas (the “City”) is a home-rule municipality and political subdivision of the State of Texas; and

**WHEREAS**, the City previously adopted a reimbursement resolution on October 2, 2023 for expenditures in an amount not to exceed \$1,800,000 (the “October 2023 Prior Reimbursement Resolution”); and

**WHEREAS**, the City previously adopted a reimbursement resolution on November 13, 2023 for expenditures in an amount not to exceed \$41,820,000 (the “November 2023 Prior Reimbursement Resolution”); and

**WHEREAS**, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on **Exhibit A** hereto (collectively, the “Project”) prior to the issuance of tax-exempt obligations by the City in connection with the financing of the Project from available funds; and

**WHEREAS**, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

**Section 1.** This reimbursement resolution is in addition to the October 2023 Prior Reimbursement Resolution and the November 2023 Prior Reimbursement Resolution.

**Section 2.** The City reasonably expects it will incur debt, as one or more series of tax-exempt obligations, for the purpose of financing the Project with the reimbursements to the City for the payment of costs of the Project in an aggregate amount not to exceed \$7,500,000.00.

**Section 3.** All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

**Section 4.** The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three (3) years after the date any expenditure which is to be reimbursed is paid.

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

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF APRIL 2024.**

---

Mayor  
City of Burleson, Texas

ATTEST:

---

City Secretary

(Seal)

APPROVED AS TO FORM & LEGALITY:

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City Attorney

**EXHIBIT A**

The projects to be financed that are the subject of this Statement are:

Designing, equipping, constructing, and improving the City's water and sewer system;

Designing, equipping, constructing, and improving City parks, including trails, sports and recreational facilities, parking, and related infrastructure;

Designing, equipping, constructing, and improving public safety facilities and equipment; and

Designing, equipping, constructing, and improving streets, drainage, and public mobility infrastructure improvements, including traffic lighting and signalization and median improvements; and

Acquisition of land and rights-of-way throughout the City for the above described projects.



**City Council Regular Meeting**

**DEPARTMENT:** Finance

**FROM:** Harlan Jefferson, Deputy City Manager

**MEETING:** April 15, 2024

**SUBJECT:**

Consider approval of a resolution amending the Parks and Recreation five-year Capital Improvement Program (CIP) for Fiscal Year 2023-2024. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

**SUMMARY:**

On September 11, 2023, the Council approved the final reading of the City's FY 2023-2024 annual budget and capital improvement program (CIP). The approved budget includes the City's capital improvement program for the General Government and Park and Recreation Funds. On September 18, 2023, the Council received a report and provided staff with direction regarding the realignment of the Parks and Recreation CIP. Since receiving that direction, staff has prepared a realigned CIP incorporating the direction from the Council, as indicated in the table below.

<u>Project</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Difference</u>
Bailey Lake Dredging	\$ -	\$ 100,000	\$ 100,000
Oak Valley North Restroom	\$ -	\$ 150,000	\$ 150,000
Chisenhall-Complete 4 fields in one year	\$ -	\$ 2,125,000	\$ 2,125,000
Replaster Indoor Pool	\$ -	\$ 315,000	\$ 315,000
Replace Desert Aire at the BRiCK	\$ -	\$ 1,575,000	\$ 1,575,000
Replace HVAC at the BRiCK	\$ -	\$ 2,887,500	\$ 2,887,500
Floating Intake Pipe Replacement	\$ -	\$ 16,750	\$ 16,750
Oak Valley South Connector Trail	\$ -	\$ 150,000	\$ 150,000
Hidden Creek Softball Relocation	\$ 2,000,000	\$ -	\$ (2,000,000)
Village Creek Trail Phase III	\$ 2,417,160	\$ -	\$ (2,417,160)
Village Creek Trail Phase IV	\$ 685,000	\$ -	\$ (685,000)
Shannon Creek Park	\$ 3,327,763	\$ -	\$ (3,327,763)
Community Park	\$ 500,000	\$ -	\$ (500,000)
Gateway Signage	\$ 550,000	\$ -	\$ (550,000)
<b>Total</b>	<b>\$ 9,479,923</b>	<b>\$ 7,319,250</b>	<b>\$ (2,160,673)</b>

The Oak Valley South Trail project is the only project added to the CIP since the last discussion with the City Council.

**RECOMMENDATION:**

Approve a resolution amending the Parks and Recreation five-year Capital Improvement Program (CIP) for Fiscal Year 2023-2024; repealing conflicting resolutions; and providing a savings clause and an effective date.

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

On September 11, 2023, the Council approved the final reading of the City's FY 2023-2024 annual budget with the five-year Capital Improvement Program (CIP).

On September 18, 2023, the Council received a report and provided staff with direction regarding the realignment of the Parks and Recreation Capital Improvement Program (CIP).

On December 11, 2023, the Council provided staff direction regarding the realignment of the General Government five-year Capital Improvement Program (CIP).

**REFERENCE:**

The attachments for your reference include the following:

- April 15, 2024, PowerPoint Presentation
- September 18, 2023 PowerPoint Presentation
- Resolution

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Harlan Jefferson  
Deputy City Manager  
[hjefferson@burlesontx.com](mailto:hjefferson@burlesontx.com)  
817-426-9651

# Parks and Recreation Five-Year CIP Amendment

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PRESENTED TO THE CITY COUNCIL ON  
APRIL 15, 2024

# CIP Update

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At the August 7, 2023 Council meeting, there was discussion with the City Council that placed the current 5 year CIP plan for Parks and Recreation on hold until projects could be re-evaluated

At the August 15, 2023 Council meeting, Council deliberated on what the changes would be and provided staff direction regarding which maintenance projects would move forward in the 2024 year

At the August 24, 2023 Park Board meeting, the board received an update based on Council direction. In addition to these requests the board requested that the indoor pool replaster and the addition of the restroom at Oak Valley North Park be added to the FY2024 projects.

At the September 18, 2024 Council meeting, Council provided direction regarding the realignment of the CIP Plan.

The purpose of this agenda item is for the Council to formally adopt the direction of the realignment of the CIP plan.

The only change since the direction in September is the addition of the Oak Valley South Connector Trail project.



# 2024 CIP Requested Realignment

<u>Project</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Difference</u>
Bailey Lake Dredging	\$ -	\$ 100,000	\$ 100,000
Oak Valley North Restroom	\$ -	\$ 150,000	\$ 150,000
Chisenhall-Complete 4 fields in one year	\$ -	\$ 2,125,000	\$ 2,125,000
Replaster Indoor Pool	\$ -	\$ 315,000	\$ 315,000
Replace Desert Aire at the BRiCk	\$ -	\$ 1,575,000	\$ 1,575,000
Replace HVAC at the BRiCk	\$ -	\$ 2,887,500	\$ 2,887,500
Floating Intake Pipe Replacement	\$ -	\$ 16,750	\$ 16,750
Oak Valley South Connector Trail	\$ -	\$ 150,000	\$ 150,000
Hidden Creek Softball Relocation	\$ 2,000,000	\$ -	\$ (2,000,000)
Village Creek Trail Phase III	\$ 2,417,160	\$ -	\$ (2,417,160)
Village Creek Trail Phase IV	\$ 685,000	\$ -	\$ (685,000)
Shannon Creek Park	\$ 3,327,763	\$ -	\$ (3,327,763)
Community Park	\$ 500,000	\$ -	\$ (500,000)
Gateway Signage	\$ 550,000	\$ -	\$ (550,000)
Total	\$ 9,479,923	\$ 7,319,250	\$ (2,160,673)

# Parks and Recreation Five-Year CIP Plan

Project	FY24	FY25	FY26	FY27	FY28	Total
<b>Parks</b>						
<b>Parks Refurbishments</b>						
Bailey Lake	\$ 100,000.00		<del>\$ 450,000.00</del>	\$ 450,000.00		\$ 550,000.00
Bartlett				<del>\$ 300,000.00</del>	\$ 300,000.00	\$ 300,000.00
Cedar Ridge	\$ 280,000.00					\$ 280,000.00
Centennial		\$ 420,000.00				\$ 420,000.00
Chisenhall					<del>\$ 260,000.00</del>	\$ -
Heberle					\$ 310,000.00	\$ 310,000.00
Meadowcrest	\$ 400,000.00					\$ 400,000.00
Mistletoe Hill			<del>\$ 585,000.00</del>	\$ 585,000.00		\$ 585,000.00
Bathroom Additions To Existing Parks	\$ 150,000.00		\$ 150,000.00		\$ 150,000.00	\$ 450,000.00
Warren		<del>\$ 750,000.00</del>		<del>\$ 500,000.00</del>		\$ -
<b>Sports Fields</b>						
Bartlett Field Regrading						\$ -
Chisenhall Field Turf And Lighting	\$ 2,125,000.00	<del>\$ 500,000.00</del>	\$ 525,000.00	<del>\$ 500,000.00</del>	\$ 525,000.00	\$ 3,175,000.00
Hidden Creek Softball Relocation	<del>\$ 2,000,000.00</del>		\$ 2,000,000.00			\$ 2,000,000.00
<b>Trails, Parking and Infrastructure</b>						
Bailey Lake Low Water Crossing		<del>\$ 220,000.00</del>				\$ -
Oak Valley South Connector Trail	\$ 150,000.00					
Oak Valley Trail- Scott Street Trailhead	\$ 540,000.00					\$ 540,000.00
Village Creek Trail Phase Iv	<del>\$ 685,000.00</del>	\$ 685,000.00				\$ 685,000.00
Village Creek Trail Phase Iii	<del>\$ 2,417,160.00</del>	\$ 2,417,160.00				\$ 2,417,160.00
<b>Signage</b>						
Park Monument Signs	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	<del>\$ 65,000.00</del>		\$ 195,000.00
City Wide Monument Signs	<del>\$ 550,000.00</del>					\$ -
<b>New Construction</b>						
Shannon Creek Park	<del>\$ 3,327,763.00</del>	\$ 1,881,675.00				\$ 1,881,675.00
Community Park	<del>\$ 500,000.00</del>		\$ 500,000.00			\$ 500,000.00

Note: \* *Bolded items in green are increases or changes to the current CIP, striked items in red are removed from the current CIP.*

# Parks and Recreation Five-Year CIP Plan cont.

<b>BRiCk</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>TOTAL</b>
Replacement Roof		<del>\$ 1,000,000.00</del>		<b>\$ 1,000,000.00</b>		\$ 1,000,000.00
Remodel Of Entryway (Admin,Kiosk,Rockwall, Lighting)	<b>\$ 511,350.00</b>					\$ 511,350.00
Addition Of Dry Sauna			\$ 380,000.00			\$ 380,000.00
Replacement Of Indoor Pool Sandfilter	<b>\$ 162,750.00</b>					\$ 162,750.00
Replaster Indoor Pool	<b>\$ 315,000.00</b>					\$ 315,000.00
Desert Aire	<b>\$ 1,575,000.00</b>	<del>\$ 300,000.00</del>			<del>\$ 250,000.00</del>	\$ 1,575,000.00
Hvac Unit	<b>\$ 2,887,500.00</b>				<del>\$ 500,000.00</del>	\$ 2,887,500.00
Replacement Of Entry Monument Sign				\$ 35,000.00		\$ 35,000.00
<b>Golf</b>						
Tree And Wayfinding Signage	\$ 25,000.00					\$ 25,000.00
<b>Turf Improvements</b>						
Range Side (9) (Shape, Sod, Cart Path, Trees)	\$ 45,000.00					\$ 45,000.00
Greens Resurface (All 18) (Remove And Replace Top 6" Of Material)				\$ 375,000.00		\$ 375,000.00
<b>Ponds and Irrigation</b>						
Ponds Renovation Bentonite/Fountains (4,5,15)			\$ 85,000.00			\$ 85,000.00
Floating Intake Pipe Replacement	<b>\$ 16,750.00</b>	<del>\$ 16,750.00</del>				\$ 16,750.00
<b>Administration</b>						
System Wide Master Plan Update	\$ 100,000.00					\$ 100,000.00
<b>Park Total</b>	<b>\$ 3,810,000.00</b>	<b>\$ 5,468,835.00</b>	<b>\$ 3,240,000.00</b>	<b>\$ 1,035,000.00</b>	<b>\$ 1,285,000.00</b>	<b>\$ 14,838,835.00</b>
<b>BRiCk Total</b>	<b>\$ 5,451,600.00</b>	<b>\$ -</b>	<b>\$ 380,000.00</b>	<b>\$ 1,035,000.00</b>	<b>\$ -</b>	<b>\$ 6,866,600.00</b>
<b>Golf Total</b>	<b>\$ 86,750.00</b>	<b>\$ -</b>	<b>\$ 85,000.00</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ 546,750.00</b>
<b>Admin</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000.00</b>
<b>Contingency/ Escalation 5%</b>	<b>\$ 472,417.50</b>	<b>\$ 273,441.75</b>	<b>\$ 185,250.00</b>	<b>\$ 122,250.00</b>	<b>\$ 64,250.00</b>	<b>\$ 1,117,609.25</b>
<b>Total</b>	<b>\$ 9,920,767.50</b>	<b>\$ 5,742,276.75</b>	<b>\$ 3,890,250.00</b>	<b>\$ 2,567,250.00</b>	<b>\$ 1,349,250.00</b>	<b>\$ 23,469,794.25</b>
<b>Available Funding</b>						
Available Funding	\$ 204,033.00	\$ 105,750.00	\$ 160,800.00	\$ 409,000.00		\$ 879,583.00
Debt Sale	\$ 9,716,734.50	\$ 5,636,526.75	\$ 3,729,450.00	\$ 2,158,250.00	\$ 1,349,250.00	\$ 22,590,211.25
<b>Total</b>	<b>\$ 9,920,767.50</b>	<b>\$ 5,742,276.75</b>	<b>\$ 3,890,250.00</b>	<b>\$ 2,567,250.00</b>	<b>\$ 1,349,250.00</b>	<b>\$ 23,469,794.25</b>

# Parks and Recreation Five-Year CIP Plan

Project	FY 24	FY 25	FY 26	FY 27	FY 28	Total
<b>Parks</b>						
<b>Park Refurbishments</b>						
Bailey Lake	\$100,000.00			\$450,000.00		\$550,000.00
Bartlett					\$300,000.00	\$300,000.00
Cedar Ridge	\$280,000.00					\$280,000.00
Centennial		\$420,000.00				\$420,000.00
Heberle					\$310,000.00	\$310,000.00
Meadowcrest	\$400,000.00					\$400,000.00
Mistletoe Hill				\$585,000.00		\$585,000.00
Bathroom Additions to existing parks	\$150,000.00		\$150,000.00		\$150,000.00	\$450,000.00
<b>Sport Fields</b>						
Chisenhall Field Turf	\$2,125,000.00		\$525,000.00		\$525,000.00	\$3,175,000.00
Hidden Creek Softball Relocation			\$2,000,000.00			\$2,000,000.00
<b>Trails, Parking and Infrastructure</b>						
Oak Valley South Connector Trail	\$150,000.00					\$150,000.00
Oak Valley Trail-Scott Street Trailhead	\$540,000.00					\$540,000.00
Village Creek Trail Phase IV		\$685,000.00				\$685,000.00
Village Creek Trail Phase III		\$2,417,160.00				\$2,417,160.00
<b>Signage</b>						
Park Monument Signs	\$65,000.00	\$65,000.00	\$65,000.00			\$195,000.00
<b>New Construction</b>						
Shannon Creek Park		\$1,881,675.00				\$1,881,675.00
Community Park			\$500,000.00			\$500,000.00
<b>BRICK</b>						
	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Replace roof				\$1,000,000.00		\$1,000,000.00
Remodel of entryway (Admin, Kiosk, Rockwall and light)	\$511,350.00					\$511,350.00
Addition of Dry Sauna			\$380,000.00			\$380,000.00
Replacement of indoor pool sandfilter	\$162,750.00					\$162,750.00
Replaster Indoor Pool	\$315,000.00					\$315,000.00
Desert Aire	\$1,575,000.00					\$1,575,000.00
HVAC Unit	\$2,887,500.00					\$2,887,500.00
Replacement of entry monument sign				\$35,000.00		\$35,000.00



## Parks and Recreation Five-Year CIP Plan cont.

<b>Golf</b>						
Tee and Wayfinding signage	\$25,000.00					\$25,000.00
<b>Turf Improvements</b>						
Range side (9) (shape, sod, cart path, trees)	\$45,000.00					\$45,000.00
Greens resurface (all 18) (remove and replace top 6' of material)				\$375,000.00		\$375,000.00
<b>Ponds and Irrigation</b>						
Pond Renovation bentonite/fountains (4,5,15)			\$85,000.00			\$85,000.00
Floating Intake Pipe Replacement	\$16,750.00					\$16,750.00
<b>Administration</b>						
System Wide Master Plan Update	\$100,000.00					\$100,000.00
<b>Park Total</b>	<b>\$3,810,000.00</b>	<b>\$5,468,835.00</b>	<b>\$3,240,000.00</b>	<b>\$1,035,000.00</b>	<b>\$1,285,000.00</b>	<b>\$14,838,835.00</b>
<b>BRiCk Total</b>	<b>\$5,451,600.00</b>	<b>\$0.00</b>	<b>\$380,000.00</b>	<b>\$1,035,000.00</b>	<b>\$0.00</b>	<b>\$6,866,600.00</b>
<b>Golf Total</b>	<b>\$86,750.00</b>	<b>\$0.00</b>	<b>\$85,000.00</b>	<b>\$375,000.00</b>	<b>\$0.00</b>	<b>\$546,750.00</b>
<b>Admin</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>
<b>Contingency/Escalation 5%</b>	<b>\$472,417.50</b>	<b>\$273,441.75</b>	<b>\$185,250.00</b>	<b>\$122,250.00</b>	<b>\$64,250.00</b>	<b>\$1,117,609.25</b>
<b>Total</b>	<b>\$9,920,767.50</b>	<b>\$5,742,276.75</b>	<b>\$3,890,250.00</b>	<b>\$2,567,250.00</b>	<b>\$1,349,250.00</b>	<b>\$23,469,794.25</b>
Available Funding	\$204,033.00	\$105,750.00	\$160,800.00	\$409,000.00		\$879,583.00
Debt Sale	\$9,716,734.50	\$5,636,526.75	\$3,729,450.00	\$2,158,250.00	\$1,349,250.00	\$22,590,211.25
<b>Total</b>	<b>\$9,920,767.50</b>	<b>\$5,742,276.75</b>	<b>\$3,890,250.00</b>	<b>\$2,567,250.00</b>	<b>\$1,349,250.00</b>	<b>\$23,469,794.25</b>

# CIP adjustment to bottom line

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	2024	2025	2026	2027	2028	Total
Original CIP	12,702,019.15	3,435,338.00	2,168,250.00	1,863,750.00	1,911,000.00	22,080,357.15
Proposed Realignment	9,920,768.00	5,742,277.00	3,890,250.00	2,567,250.00	1,349,250.00	23,469,795.00
Change	(2,781,251.15)	2,306,939.00	1,722,000.00	703,500.00	(561,750.00)	1,389,437.85

# QUESTIONS/COMMENTS

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# Options



Approve as presented or  
with modifications



Deny request





# Parks and Recreation 2024-2028 CIP Update

Staff Presenter: Jen Basham, Director of Parks and Recreation

City Council, September 18, 2023



# CIP Update

- At the August 7, 2023 there was discussion with the City Council that placed the current 5 year CIP plan for Parks and Recreation on hold until projects could be re-evaluated
- At the August 15, 2023 Council meeting reviewing the budget, Council deliberated on what the changes would be and provided staff direction regarding which maintenance projects would move forward in the 2024 year
- At the August 24, 2023 Park Board Meeting the board received updates based on council direction. In addition to these request the board requested that the indoor pool replaster and the addition of a restroom at Oak Valley Park be added to the FY2024 projects
- In order for projects to be moved forward, some of the proposed current year projects will have to move out
- This presentation will provide the 2024 projects that were previously reviewed, and the changes directed by Council with the objective of staying within the planned debt issuance for FY23-24

# Original 2024 Scheduled Projects

Projects are under design, or being prepared for public engagement

- Park Monument Signs-5 parks
- Meadowcrest Park
- Cedar Ridge
- Chisenhall Field Renovations
- Hidden Creek Softball Relocation
- Shannon Creek Park
- Village Creek Trail
- Oak Valley-Scott St Trailhead
- Oak Valley South-Trail Connection
- Gateway Signage
- Remodel of BRiCK Lobby  
Includes: lobby, family changing rooms, pool party rental rooms and meeting rooms
- Replacement of indoor pool sandfilter
- Update Master Plan

# 2024 CIP Requested Realignment

Alignment to address additional maintenance items at Bailey Lake, the BRiCk, and Chisenhall

2024 projects moving forward as previously presented	Projects moved up or escalated	Projects moved to an out year	New Projects
Cedar Ridge	Chisenhall-Complete 4 fields in one year	Village Creek Trail (Waiting on TxDot approval and potential grant award)	Dredge Bailey Lake
Meadowcrest	Replace HVAC at the BRiCk	Gateway Signage moved to a later year	Restroom at Oak Valley and additional existing parks in future years
Oak Valley South-Scott St Trailhead	Replace Desert Aire at the BRiCk	Shannon Creek-Design complete construction in out year	
Park Monument Signs	Replace HVAC at the BRiCk	Hidden Creek Softball moved to a later year once community park design is underway	
BRiCk Lobby Remodel	Replaster indoor pool	Community Park Design- moved out 1 year	
Range Side (9) shape, sod, cart path and tree repairs at Golf Course			
Replace indoor pool sandfilter			
Master Plan			



# Proposed list of projects for FY24

- Bailey Lake Dredging-\$100,000  
Concentrate on intake area
- Cedar Ridge Park-\$280,000  
Refurbish existing playground to a smaller toddler fenced play area
- Meadowcrest Park-\$400,000  
Includes playground, surfacing and potentially a sports court
- Addition of a permanent restroom at Oak Valley Park-\$150,000  
Requested by citizens and supported by Park Board
- Turfing of fields at Chisenhall (4 fields)-\$2,125,000  
Council originally requested 5, in order to stay in budget and complete project in maintenance window staff is requesting 3-4 fields this year and 1-2 next year
- Range side project on hole 9 at Golf-\$45,000  
project includes improvements to turf, cart path, and trees
- Master Plan-\$100,000  
Master plan for parks and recreation department for 2024-2029





# Proposed list of projects for FY24

- Oak Valley Trail Scott St Trailhead-\$540,000

Complete paving of parking lot, restroom, water fountain, and bike repair station

- Park Monument Signs-\$65,000

Complete year 2 of park monument sign replacements and addition to 5 parks

- Remodel of BRiCK lobby-\$487,000

Flooring, family changing rooms, meeting rooms, party rental room, control desk, and removal of boulder

- Replacement of indoor pool sand filter-\$155,000

- Replacement of Desert Aire System-\$1,500,000

Includes removing a portion of the exterior wall to retrofit system and add additional ventilation, a supplemental system to aide in removing chloramines from the ground level

- Replaster indoor pool-\$300,000

Requested to be moved up by park board to limit amount of times pool has to be closed for repairs

- Replace HVAC System-\$2,750,000

Includes Aaon RTU's, chillers, and VFD's. Chillers have a 40-45 week lead time but can be replaced in phases to limit need for facility shut down

# Project shifts for review and feedback



- Shannon Creek Park

Complete design this FY and construct next year, design can shift to a more conservative design to support other projects

- Village Creek Trail

Construct in FY 25

- Community Park

Design in FY25 and construct in FY28

- Hidden Creek Softball Relocation

Design using existing funds from FY23 and build stand alone or in conjunction with community park

- BRiCK Roof

Currently in good condition, roof is a 20 year roof and staff recommends leaving as a future year project. The Desert Aire system may not require the removal of the roof to retrofit.

- Addition of restrooms to existing parks

Project added every other year, pending council direction



# Shannon Creek



SHANNON CREEK NATURE PARK  
BURLESON, TEXAS

MUN  
A R C

- Reduction in scope

- Restroom
- Dog Park
- Play Area
- Parking

- Scope would include:

- Pond with pier
- Trails
- Grading and drainage improvements
- Native and ornamental plantings including trees
- Monument sign

- Reduced cost

\$1,881,675



# Hidden Creek Softball



- Design dollars allocated in FY23
- Project currently scheduled to be constructed in conjunction with Community Park for \$2,000,000
- Project shown as the first portion of construction in FY26

# Community Park



- \$250,000 was budgeted in the FY 22-23 for the design of the relocation of the softball fields. This funding can be utilized to design the fields and master plan the site for the community park
- With the proposed plan this evening Hidden Creek Construction dollars are in FY26 and the community park construction is in FY29, these projects can be escalated based on Council priority.
- Cost of this project will be driven by the updated master plan and public engagement. The earliest staff anticipates being prepared to construct the community park is FY26

# 2024-2028 Realignment- Parks

Project	FY 24	FY 25	FY 26	FY 27	FY 28	Total
<b>Parks</b>						
<b>Park Refurbishments</b>						
Bailey Lake	\$100,000.00			\$450,000.00		\$550,000.00
Bartlett					\$300,000.00	\$300,000.00
Cedar Ridge	\$280,000.00					\$280,000.00
Centennial		\$420,000.00				\$420,000.00
Heberle					\$310,000.00	\$310,000.00
Meadowcrest	\$400,000.00					\$400,000.00
Mistletoe Hill				\$585,000.00		\$585,000.00
Bathroom Additions to existing parks	\$150,000.00		\$150,000.00		\$150,000.00	\$450,000.00
<b>Sport Fields</b>						
Chisenhall Field Turf	\$2,125,000.00		\$525,000.00		\$525,000.00	\$3,175,000.00
Hidden Creek Softball Relocation			\$2,000,000.00			\$2,000,000.00
<b>Trails, Parking and Infrastructure</b>						
Oak Valley Trail-Scott Street Trailhead	\$540,000.00					\$540,000.00
Village Creek Trail Phase IV		\$685,000.00				\$685,000.00
Village Creek Trail Phase III		\$2,417,160.00				\$2,417,160.00
<b>Signage</b>						
Park Monument Signs	\$65,000.00	\$65,000.00	\$65,000.00			\$195,000.00
<b>New Construction</b>						
Shannon Creek Park		\$1,881,675.00				\$1,881,675.00
Community Park			\$500,000.00			\$500,000.00

# 2024-2028 Realignment-Recreation and Golf

BRiCK	FY 24	FY 25	FY 26	FY 27	FY 28	
Replace roof				\$1,000,000.00		\$1,000,000.00
Remodel of entryway (Admin, Kiosk, Rockwall and lightin	\$511,350.00					\$511,350.00
Addition of Dry Sauna			\$380,000.00			\$380,000.00
Replacement of indoor pool sandfilter	\$162,750.00					\$162,750.00
Replaster Indoor Pool	\$315,000.00					\$315,000.00
Desert Aire	\$1,575,000.00					\$1,575,000.00
HVAC Unit	\$2,887,500.00					\$2,887,500.00
Replacement of entry monument sign				\$35,000.00		\$35,000.00
<b>Golf</b>						
Tee and Wayfinding signage	\$25,000.00					\$25,000.00
<b>Turf Improvements</b>						
Range side (9) (shape, sod, cart path, trees)	\$45,000.00					\$45,000.00
Greens resurface (all 18) (remove and replace top 6' of material)				\$375,000.00		\$375,000.00
<b>Ponds and Irrigation</b>						
Pond Renovation bentonite/fountains (4,5,15)			\$85,000.00			\$85,000.00
Floating Intake Pipe Replacement	\$16,750.00					\$16,750.00
<b>Administration</b>						
System Wide Master Plan Update	\$100,000.00					\$100,000.00
<b>Park Total</b>						
	\$3,660,000.00	\$5,468,835.00	\$3,240,000.00	\$1,035,000.00	\$1,285,000.00	\$14,688,835.00
<b>BRiCK Total</b>						
	\$5,451,600.00	\$0.00	\$380,000.00	\$1,035,000.00	\$0.00	\$6,866,600.00
<b>Golf Total</b>						
	\$86,750.00	\$0.00	\$85,000.00	\$375,000.00	\$0.00	\$646,750.00
<b>Admin</b>						
	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
<b>Contingency/Escalation 5%</b>						
	\$464,917.50	\$273,441.75	\$185,250.00	\$122,250.00	\$64,250.00	\$1,115,109.25
<b>Total</b>						
	\$9,763,267.50	\$5,742,276.75	\$3,890,250.00	\$2,567,250.00	\$1,349,250.00	\$23,417,294.25
<b>Available Funding</b>						
	\$204,033.00	\$105,750.00	\$160,800.00	\$409,000.00		\$2,854,583.00
<b>Debt Sale</b>						
	\$9,559,234.50	\$5,636,526.75	\$3,729,450.00	\$2,158,250.00	\$1,349,250.00	\$20,562,711.25
<b>Total</b>						
	\$9,763,267.50	\$5,742,276.75	\$3,890,250.00	\$2,567,250.00	\$1,349,250.00	\$23,417,294.25



# CIP adjustment to bottom line

	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Original CIP	\$12,702,019.15	\$3,435,337.5	\$2,168,250	\$1,863,750	\$1,979,250	\$22,148,606
Proposed Realignment	\$9,763,267.5	\$5,742,276	\$3,729,450	\$2,158,250	\$1,349,250	\$23,417,294
Change	-\$2,938,751.65	\$2,306,939	\$1,722,000	\$703,500	-\$630,000	\$1,268,687

# Direction



- Feedback needed for the following
  - FY2024 projects as presented
  - Shannon Creek Park scope
  - Hidden Creek Softball relocation timing
  - Addition of restrooms to existing parks
  - Community park timing
  - Master Plan

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE PARKS AND RECREATION CAPITAL IMPROVEMENT PROGRAM (CIP) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND TERMINATING SEPTEMBER 30, 2024, AND EFFECTIVE DATE.**

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

**WHEREAS**, on September 11, 2023, City Council adopted the 2023-2024 capital improvement program; and

**WHEREAS**, on September 18, 2023, City Council received a report and provided direction regarding the realignment of the 2023-2024 Parks and Recreation capital improvement program; and

**WHEREAS**, City staff has incorporated additional changes to the capital improvement program to accommodate future projects; and

**WHEREAS**, City Council desires to adopt an amended capital improvement program for Fiscal Year 2023-2024 as provided herein.

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

#### **Section 1**

That the City Council hereby amends the capital improvement program for Fiscal Year 2023-2024 attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

#### **Section 2**

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this 15<sup>th</sup> day of April, 2024:

LEGALITY:

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Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

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Amanda Campos, City Secretary

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E. Allen Taylor, Jr., City Attorney



EXHIBIT A

Project	FY 24	FY 25	FY 26	FY 27	FY 28	Total
<b>Parks</b>						
<b>Park Refurbishments</b>						
Bailey Lake	\$100,000.00			\$450,000.00		\$550,000.00
Bartlett					\$300,000.00	\$300,000.00
Cedar Ridge	\$280,000.00					\$280,000.00
Centennial		\$420,000.00				\$420,000.00
Heberle					\$310,000.00	\$310,000.00
Meadowcrest	\$400,000.00					\$400,000.00
Mistletoe Hill				\$585,000.00		\$585,000.00
Bathroom Additions to existing parks	\$150,000.00		\$150,000.00		\$ 150,000.00	\$450,000.00
<b>Sport Fields</b>						
Chisenhall Field Turf	\$2,125,000.00		\$525,000.00		\$525,000.00	\$3,175,000.00
Hidden Creek Softball Relocation			\$2,000,000.00			\$2,000,000.00
<b>Trails, Parking and Infrastructure</b>						
Oak Valley South Connector Trail	\$150,000.00					\$150,000.00
Oak Valley Trail-Scott Street Trailhead	\$540,000.00					\$540,000.00
Village Creek Trail Phase IV		\$685,000.00				\$685,000.00
Village Creek Trail Phase III		\$2,417,160.00				\$2,417,160.00
<b>Signage</b>						
Park Monument Signs	\$65,000.00	\$65,000.00	\$65,000.00			\$195,000.00
<b>New Construction</b>						
Shannon Creek Park		\$1,881,675.00				\$1,881,675.00
Community Park			\$500,000.00			\$500,000.00
<b>BRiCK</b>						
	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Replace roof				\$1,000,000.00		\$1,000,000.00
Remodel of entryway (Admin, Kiosk, Rockwall and light)	\$511,350.00					\$511,350.00
Addition of Dry Sauna			\$380,000.00			\$380,000.00
Replacement of indoor pool sandfilter	\$162,750.00					\$162,750.00
Replaster Indoor Pool	\$315,000.00					\$315,000.00
Desert Aire	\$1,575,000.00					\$1,575,000.00
HVAC Unit	\$2,887,500.00					\$2,887,500.00
Replacement of entry monument sign				\$35,000.00		\$35,000.00
<b>Golf</b>						
Tee and Wayfinding signage	\$25,000.00					\$25,000.00
<b>Turf Improvements</b>						
Range side (9) (shape, sod, cart path, trees)	\$45,000.00					\$45,000.00
Greens resurface (all 18) (remove and replace top 6" of material)				\$375,000.00		\$375,000.00
<b>Ponds and Irrigation</b>						
Pond Renovation bentonite/fountains (4,5,15)			\$85,000.00			\$85,000.00
Floating Intake Pipe Replacement	\$16,750.00					\$16,750.00
<b>Administration</b>						
System Wide Master Plan Update	\$100,000.00					\$100,000.00
<b>Park Total</b>						
	\$3,810,000.00	\$5,468,835.00	\$3,240,000.00	\$1,035,000.00	\$1,285,000.00	\$14,838,835.00
<b>BRiCK Total</b>						
	\$5,451,600.00	\$0.00	\$380,000.00	\$1,035,000.00	\$0.00	\$6,866,600.00
<b>Golf Total</b>						
	\$86,750.00	\$0.00	\$85,000.00	\$375,000.00	\$0.00	\$546,750.00
<b>Admin</b>						
	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
<b>Contingency/Escalation 5%</b>						
	\$472,417.50	\$273,441.75	\$185,250.00	\$122,250.00	\$64,250.00	\$1,117,609.25
<b>Total</b>	<b>\$9,920,767.50</b>	<b>\$5,742,276.75</b>	<b>\$3,890,250.00</b>	<b>\$2,567,250.00</b>	<b>\$1,349,250.00</b>	<b>\$23,469,794.25</b>
<b>Available Funding</b>						
	\$204,033.00	\$105,750.00	\$160,800.00	\$409,000.00		\$879,583.00
<b>Debt Sale</b>						
	\$9,716,734.50	\$5,636,526.75	\$3,729,450.00	\$2,158,250.00	\$1,349,250.00	\$22,590,211.25
<b>Total</b>	<b>\$9,920,767.50</b>	<b>\$5,742,276.75</b>	<b>\$3,890,250.00</b>	<b>\$2,567,250.00</b>	<b>\$1,349,250.00</b>	<b>\$23,469,794.25</b>

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** April 15, 2024

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**SUBJECT:**

Consider approval of a Professional Services Agreement with Gresham Smith in the amount of \$337,950 for design of the SE Tarrant Sewer Erosion Control project. (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

Staff identified streambank erosion gradually encroaching upon two sanitary sewer manholes near SE Tarrant Avenue. If the erosive conditions are not mitigated the backyards of several homes will be threatened. The proposed design will include raising the elevation of SE Tarrant Avenue to the extent it does not create adverse impacts downstream. This location is currently a low water crossing that often must be closed for public safety purposes during most moderate rain events.

Gresham Smith was selected as the design consultant and the proposed contract includes:

- Site Assessment and Survey
- Geotechnical Investigation
- Preliminary and Detailed Design
- Streambank Stabilization Alternatives Analysis
- Elevated Roadway with Culvert
- Environmental Assessment and FEMA Coordination
- Final Construction Documents
- Construction Administration/ Construction Observation

**RECOMMENDATION:**

Approve a Professional Services Agreement with Gresham Smith in the amount of \$337,950 for design of the SE Tarrant Sewer Erosion Control project.

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

**Budgeted:** Y

**Fund Name:** Water and Sewer Bonds

**Full Account #s:** 5203101-62010

**Amount:** \$337,950.00

**Project No.:** WW2401

**STAFF CONTACT:**

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

# SE Tarrant Sewer Erosion Control Improvements



Professional  
Services Agreement

April 15, 2024



# Project Background



- Staff identified streambank erosion gradually encroaching upon two sanitary sewer manholes in the vicinity of SE Tarrant
- Backyards of homes adjacent to the creek will be threatened if not addressed



# Examples Erosive Conditions to be Addressed











# Project Benefits

- Protecting Sewer Infrastructure to prevent larger environmental issues
- Improving low water crossing (if no adverse effects created downstream)
- Reducing emergency response for closing the street

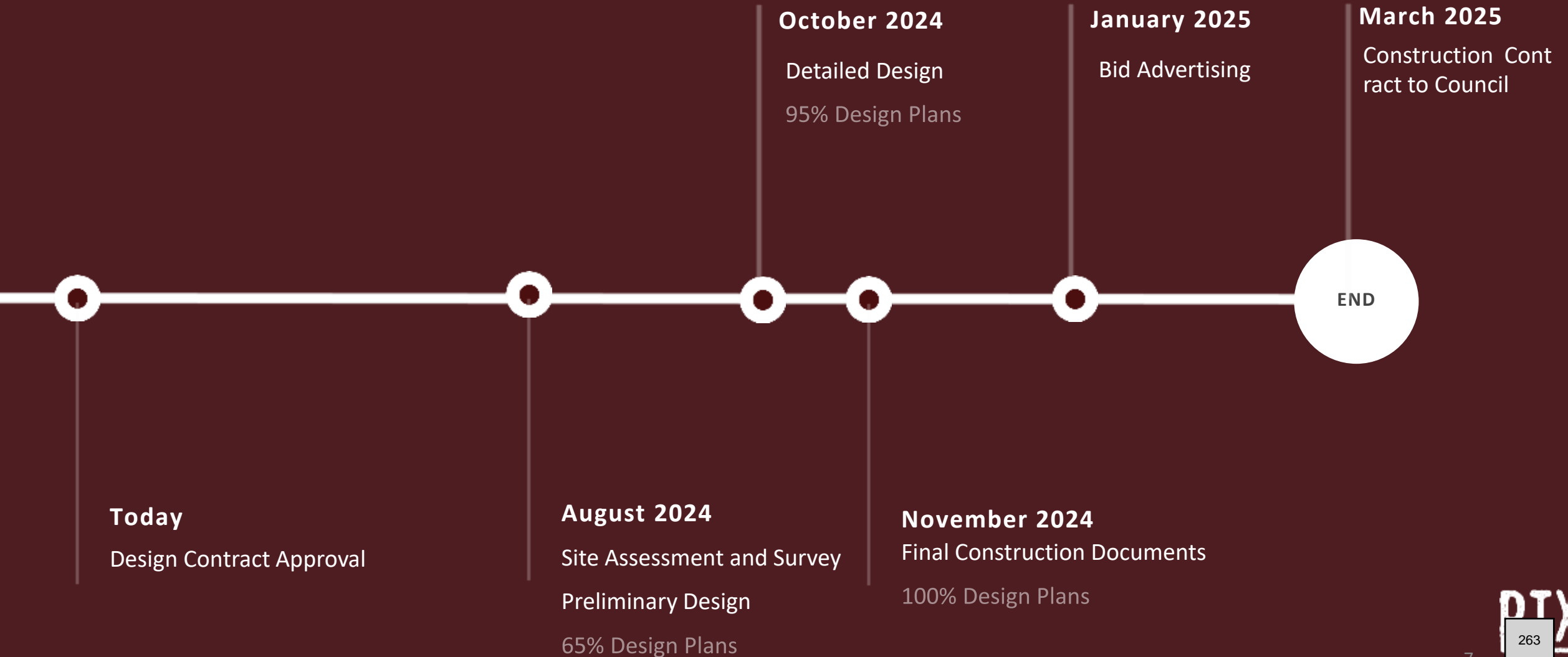


# Next Steps



- Gresham Smith selected as design consultant
- Scope of contract
  - Site Assessment and Survey
  - Preliminary and Detailed Design
    - Streambank Stabilization Alternatives Analysis
    - Elevated Roadway with Culvert
    - Environmental Assessment
  - Final Construction Documents
  - Construction Administration/ Construction Observation
- Design Budget: \$400,000
- Design Fee: \$337,950
- Construction Budget: \$785,000 to be refined through design
- Funding: Water and Sewer Bonds

# Project Timeline



# Action Requested

Approve a Professional Services Agreement with Gresham Smith in the amount of \$337,950

# Questions / Discussion

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



## 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 Gresham Smith (“Consultant”).

### **1. SCOPE OF SERVICES.**

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

### **2. TERM.**

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

### **3. COMPENSATION.**

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Three hundred thirty-seven thousand nine hundred fifty and No /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

### **4. TERMINATION.**

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

**5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

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

**6. RIGHT TO AUDIT.**

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

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

## **7. INDEPENDENT CONTRACTOR.**

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

## **8. CHARACTER OF SERVICES AND INDEMNIFICATION.**

### **8.1 Character of Services.**

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

### **8.2 Indemnification.**

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

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

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

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



## 9. ASSIGNMENT AND SUBCONTRACTING.

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

## 10. INSURANCE.

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

### 10.1 Coverage and Limits

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

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

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

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

## 10.2 Certificates.

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

## 10.3 Additional Insurance Requirements.

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

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

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

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

**12. NON-DISCRIMINATION COVENANT.**

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

**13. NOTICES.**

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

To CITY:

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

Gresham Smith  
Tim O'Brien  
500 N Akard Street Suite 3210  
Dallas, TX 75201

**14. GOVERNMENTAL POWERS.**

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

**15. NO WAIVER.**

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

**16. GOVERNING LAW / VENUE.**

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

District Court for the Northern District of Texas.

**17. SEVERABILITY.**

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

**18. FORCE MAJEURE.**

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

**19. HEADINGS NOT CONTROLLING.**

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

**20. REVIEW OF COUNSEL.**

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

**21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.**

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

**22. ENTIRETY OF AGREEMENT.**

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

**23. SIGNATURE AUTHORITY.**

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



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

**24. NO WAIVER OF GOVERNMENTAL IMMUNITY.**

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

**25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.**

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

**26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.**

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

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

**27. NON-EXCLUSIVITY.**

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

**28. NO THIRD-PARTY BENEFICIARIES.**

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

**29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.**

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

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

**30. OWNERSHIP OF DOCUMENTS.**

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

**31. COUNTERPARTS; PDF SIGNATURES.**

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

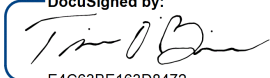
**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

Gresham Smith

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

DocuSigned by:  
  
By: \_\_\_\_\_  
E4C63BE163D8472...

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

Tim O'Brien  
Name: \_\_\_\_\_

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

Vice President  
Title: \_\_\_\_\_

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

4/8/2024  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney, Assistant City Attorney,  
or Deputy City Attorney

**Attachment A**



March 22, 2024

Errick Thompson, P.E., CFM  
Director of Public Works & Engineering  
141 W Renfro Street  
Burleson, TX 76028-4296

Subject: Proposal for Engineering Services for  
Design of Streambank Stabilization and Elevated Roadway with Culvert

Dear Mr. Thompson,

We appreciate the opportunity to present the following proposal for engineering design services for the streambank stabilization along approximately 400 LF of the south bank of Little Booger Creek and conversion of the existing SE Tarrant Avenue low water crossing over Little Booger Creek to an elevated roadway with culvert.

We understand that this project includes two separate components: elevated roadway with culvert and streambank stabilization. Both components of this project will require an environmental assessment to determine US Army Corps of Engineer (ACOE) permitting requirements, topographic survey, and geotechnical investigation to support the design effort. We have teamed with VRX to provide the environmental assessment and permitting services, MMA to provide topographic surveying, and Alliance Geotechnical Group to provide geotechnical investigation. The remainder of the design scope is separated into the two project components.

Our detailed proposed scope of services is as follows:

**Scope of Services**

**Task 1: Site Assessment and Survey**

This task includes the environmental assessment/permitting, topographic survey, and geotechnical investigation. The environmental assessment includes delineation of Waters of the US (WOTUS), preparation of WOTUS Delineation Report and determination of ACOE permitting requirements. The results of the environmental assessment will confirm the proposed work can be covered under a Nationwide Permit (NWP) and whether a Pre-Construction Notification (PCN) to the ACOE will be required. We anticipate that both components of the project will be covered under a NWP, and the threshold for requiring a PCN will not be met. However, the effort for preparing a PCN and supporting assessments can be added as an amendment pending determination of WOTUS.

*Genuine Ingenuity*

500 N Akard Street  
Suite 3210  
Dallas, TX 75201  
214.350.1500

GreshamSmith.com



Mr. Errick Thompson  
March 22, 2024

*Deliverables: WOTUS Delineation Report, ACOE Permitting Determination Letter, Topographic Survey, Geotechnical Report*

## **Task 2: Preliminary and Detailed Design (65% and 95% Deliverables)**

This task includes development of 65% and 95% design plans and specifications for the Streambank Stabilization (Task 2a) and the Elevated Roadway with Culvert (Task 2b). Additional details for the Design Phase task for each project component are provided below.

### Task 2a –Streambank Stabilization

- Coordination with Environmental, Survey, and Geotechnical Subconsultants and Review of Provided Data
- Establish Vertical and Horizontal Layout
- Identification of Potential Utility Conflicts
- Identify Approach for Stabilization Technology (e.g. gabion, turf-reinforced matting, etc.)
- Preparation of Plan, Profile and Sections
- Structural Analysis and Detail Development for Stabilization
- Development of Opinion of Probable Construction Cost (OPCC)
- Development of Technical Specifications

### Task 2b – Elevated Roadway with Culvert

- Coordination with Environmental, Survey, and Geotechnical Subconsultants and Review of Provided Data
- Hydraulic Analysis (Utilizing HEC-RAS) for Existing and Proposed Conditions
- Preparation of Hydraulic Report Documenting Results of No Rise Certification for Submission to FEMA
- Culvert Sizing
- Identification of potential utility conflicts
- Preparation of Plan, Profile and Sections using City standards, NCTCOG, or TXDOT standards for roadway and culvert design
- Development of Opinion of Probable Construction Cost (OPCC)
- Development of Technical Specifications

Gresham Smith will provide digital PDFs of the Design Phase documents. The City will provide compiled comments within 2 weeks of deliverables. Gresham Smith will incorporate the comments into the design and proceed to the next task.

*Deliverables: 65% and 95% Design Plans, Specifications and OPCCs in electronic (pdf) format*

## **Task 3: Final Construction Documents**

After acceptance of Task 2 above by the City, Gresham Smith will finalize the Construction Documents in preparation for bidding the project. For purposes of this proposal, we have assumed the preparation and delivery of a single bid package. Coordination with the City's Procurement

Mr. Errick Thompson  
March 22, 2024

Department and inclusion of any City-standard front end specifications sections are included in this task.

*Deliverables: Construction Plans and Specifications in electronic (pdf) format and up to 4 bound sets of 22x34 full-sized drawings, 11x17 half-sized drawings, and specifications.*

#### **Task 4: Bidding Phase Services**

As stated above, Gresham Smith has assumed the project will be bid as a single package. Gresham Smith will attend up to a pre-bid meeting and assist the City with bidding services including posting to CivCast (or the City's preferred online advertising notification system), responding to bidder's questions, preparing addenda, evaluating bids, and providing the City with an award recommendation. We assume that the bid package will be bid within 1 year of design completion.

*Deliverables: Addenda, Award Recommendation Letter*

#### **Task 5: Construction Administration / Construction Observation (CA/CO) – 9 Month Construction**

This task includes engineering during construction, preparing construction meeting agendas and meeting minutes, and attending monthly meetings for an assumed construction duration of 9 months for both bid packages. Total CA/CO level of effort for both bid packages is assumed to include submittal reviews (up to 10), up to one site visits per month for construction observation, assisting the City with pay application reviews and providing responses/ recommendations for RFIs (up to 10) and change orders (up to 2).

#### **Schedule**

The Gresham Smith Team is prepared to begin work immediately upon receipt of the NTP from the City. Our team is prepared to complete Task 1 (Site Assessment and Survey) and deliverable of 65% Design Documents in 4 months, deliverable of 95% Design Documents in 2 months after receipt of City comments on 65% deliverable, and deliverable of 100% Construction Documents in 1 month after receipt of City comments on 95% deliverable.

#### **Exclusions**

The following items are excluded from the scope of work but can be provided as an amendment to the scope upon written agreement:

- Public Involvement & Meetings
- Subsurface Utility Engineering (SUE) Level C, B and A.
- Design of Sanitary Sewer Relocation
- Franchise Utility Relocation Design
- Right of Way Acquisition Services and Documentation
- Section 404 Permitting
- Preparation of conformed documents

Mr. Errick Thompson  
March 22, 2024

## **Summary of Design Fee per Task**

### **Task 1 - Site Assessment and Survey**

Environmental Assessment/Permitting: \$13,550

Topographic Survey: \$6,300

Geotechnical: \$14,100

### **Task 2 – Preliminary and Detailed Design**

Task 2a – Streambank Stabilization: \$60,000

Task 2b – Elevated Roadway with Culvert: \$131,000

### **Task 3 – Final Construction Documents**

Task 3a – Streambank Stabilization: \$10,000

Task 3b – Elevated Roadway with Culvert: \$30,000

### **Task 4 – Bidding Phase Services**

Task 4a – Streambank Stabilization: \$4,000

Task 4b – Elevated Roadway with Culvert: \$4,000

### **Task 5 – Construction Phase Services**

Task 5a – Streambank Stabilization: \$15,000

Task 5b – Elevated Roadway with Culvert: \$25,000

**Total Fee Task 1 (Excluding Preparation of PCN and Supporting Assessments\*): \$33,950**

**Total Fee Streambank Stabilization: \$89,000**

**Total Fee Elevated Roadway with Culvert: \$190,000**

**Owner-Directed Design Contingency: \$25,000**

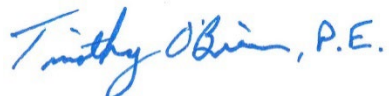
\*Note that if preparation of PCN and supporting assessment is required, the anticipated amendment level of effort may be approximately: \$18,000

**Total Fee for All Scope Items: \$337,950**

Mr. Errick Thompson  
March 22, 2024

We appreciate the City's consideration of Gresham Smith to provide the proposed services and look forward to the opportunity to work with the City on this project. Please let us know if there are any questions or additional information needed in your consideration of this proposal.

Sincerely,



Tim O' Brien, P.E.  
Senior Vice President



Shahrzad Tavana, P.E.  
Senior Project Manager



# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

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

City of Burleson  
 Burleson, TX United States

**Certificate Number:**  
 2024-1143174

**Date Filed:**  
 04/05/2024

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Burleson

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Little Booger Creek Imprvmnts  
 Little Booger Creek Streambank Stabilization and Elevated Roadway with Culvert

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Timothy O'Brien, and my date of birth is                     .

My address is 4409 Broadway Ave, Flower Mound, TX, 75028, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 5th day of April, 2024  
(month) (year)

*Timothy O'Brien, P.E.*

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

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Tiana Jackson, P.E., CFM, Capital Engineering Manager  
**MEETING:** April 15, 2024

---

**SUBJECT:**

Receive a report, hold a discussion, and provide staff feedback regarding the Hulen Street Widening Project. (*Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager*)

**SUMMARY:**

The Hulen Street Widening project incorporates three separate projects. Two projects from the 2022 GO Bond: 1) Hulen at Wilshire Intersection, 2) Hulen Widening (Kelly Dr. to Candler Dr.) and 3) a water line project adding a 16" lower pressure plane water line along Hulen from BNSF railroad to SH 174. Additional planned funding was later allocated to the project in order to expand the current two-lane asphalt road to four concrete lanes with a large median to ultimately expand to six lanes.

On March 10, 2023, the Council approved a professional services agreement with Teague Nall and Perkins, Inc. for the design of the combined project in the amount of \$2,107,413.

Design progress to date includes: survey, level B subsurface utility engineering efforts to determine existing right-of-way, easements, horizontal placements of existing utilities, submission of preliminary design schematic and a review workshop with City staff.

The critical path of the project will focus on utilities due to the current schematic design showing significant conflict with an exclusive Bethesda water line easement encompassing their 30" transmission line. Relocating this line would also require a relocation of the City's existing 16" upper pressure plane line, resulting in an estimated additional expense of \$2.36M. Coordination is underway with Oncor to determine if budgeted costs for burial of Oncor overhead electric lines are adequate.

The latest project cost estimate for the four-lane widening project is \$31.5M compared to current project budget of \$19.6M. Staff asked TNP to develop additional two-lane options for discussion. Those two-lane options range from \$19.2M to \$27.5M.

Staff presented a project update to the Infrastructure & Development Committee on April 3<sup>rd</sup>. The committee feedback was to proceed with design of the four-lane project while exploring additional

funding as part of the upcoming Five-year Capital Improvement Program update and to also evaluate the feasibility of building half of the four-lane section (west / south side) while keeping the existing two-lane asphalt roadway open as an interim option. Based on the current schedule, construction funding is needed late 2026.

Council will have input on updating the Five-year CIP for FY25-FY29 over the coming months.

**RECOMMENDATION:**

N/A

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

April 3, 2024, the Infrastructure & Development Committee received a report, held a discussion, and provided staff feedback regarding the Hulen Street Widening Project. (item 3.C)

March 10, 2023, the Council approved a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413. (item 8.B)

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Tiana Jackson  
Project Manager and Capital Engineering Manager  
[tjackson@burllesontx.com](mailto:tjackson@burllesontx.com)  
817-426-9619

# Hulen Street Widening Project Update

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PRESENTED TO CITY COUNCIL

APRIL 15, 2024



# Outline

- Project Background
- Project Status
- Updated Cost Estimates
- April 3<sup>rd</sup> Infrastructure & Development Committee Feedback
- Council Feedback



2024  
2025  
2026

# Hulen Street Improvement Projects

Current project combines three projects (two GO Bond projects, corresponding Water Bond project)

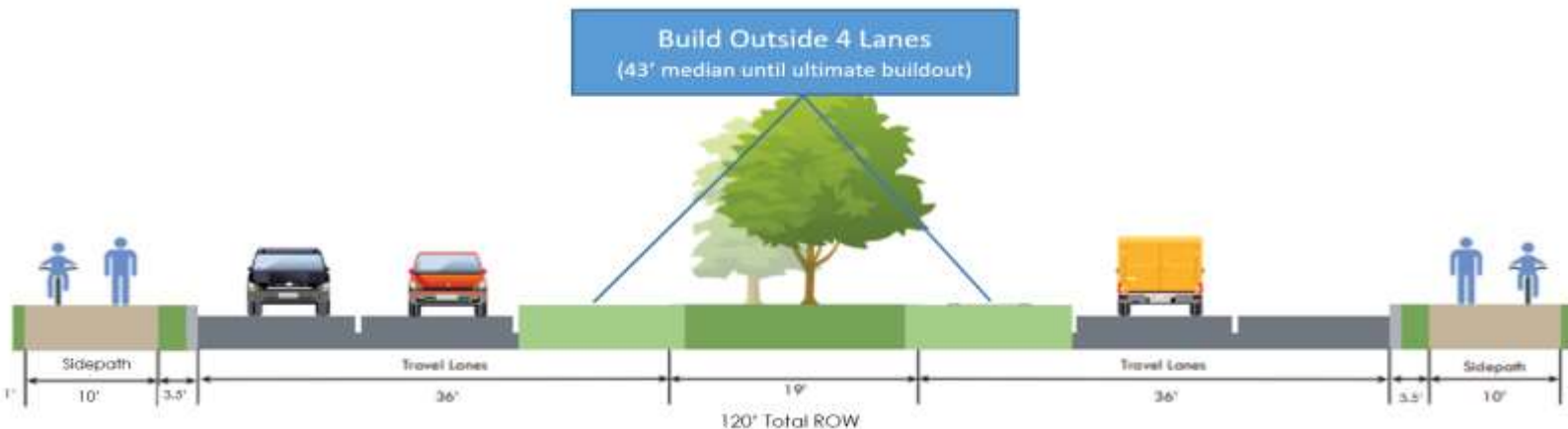
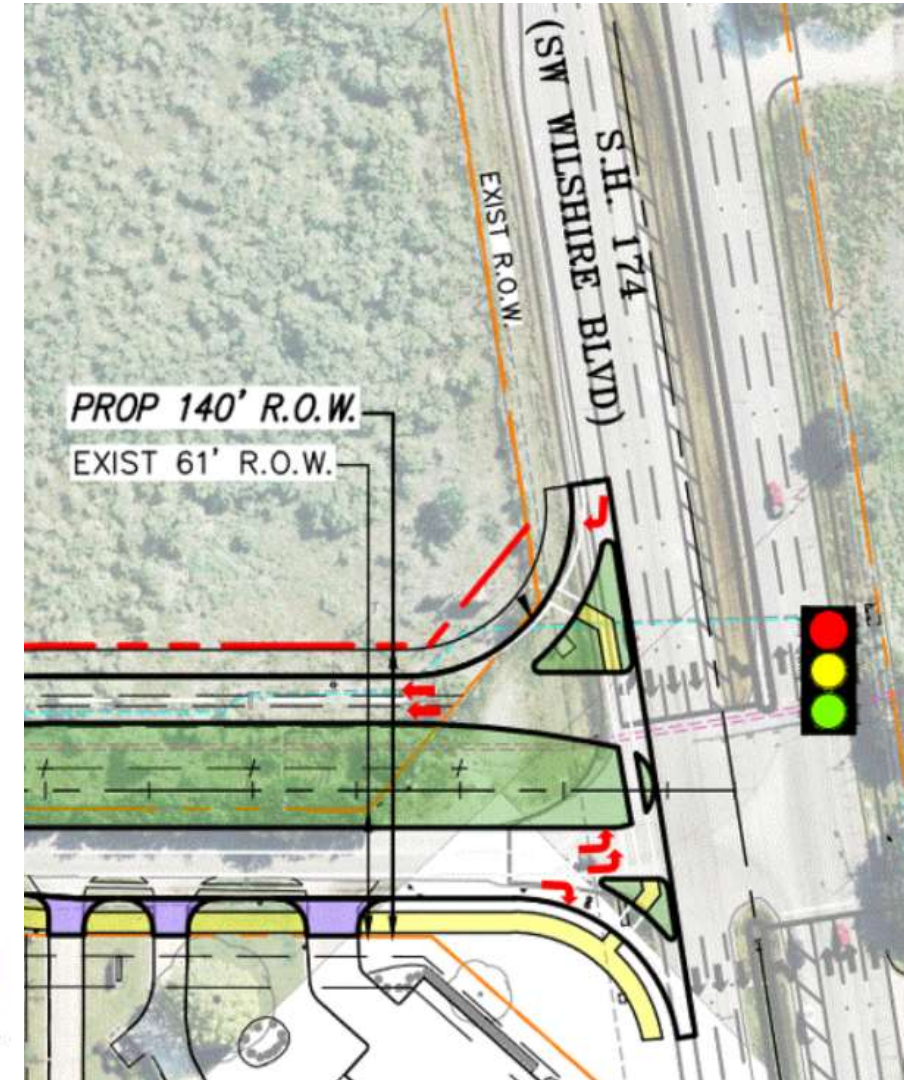
 <p><b>Hulen Street</b> Wilshire Intersection Improvements</p> <p>Design and construction of the expansion of the intersection to its ultimate capacity with three northbound lanes, three southbound lanes, dual left turn lanes, and one dedicated right turn lane.</p>  	 <p><b>Hulen Street</b> Kelly Drive to Candler Drive</p> <p>Design and construction of a divided, two-lane roadway with the ability for future expansion.</p>  
<p><i>Estimated Project Cost:</i> \$1,701,027</p>   <p>Design Construction</p>	<p><i>Estimated Project Cost:</i> \$7,803,653</p>   <p>Design Construction</p>

Voter-approved G.O. Bond Projects

# Hulen St Widening - SH 174 to Candler & 16" Waterline

## Project includes:

- Hulen Street reconstruction of two lanes and **possible expansion to four lanes** within ultimate six-lane right-of-way (SH174 to Candler Drive)
- At SH174 intersection: dual left turn lanes (onto NB SH174) and one right-turn lane (onto SB SH174)
- 10' shared use path on each side
- 16" lower pressure plane water line and sewer extensions crossing Hulen Street to facilitate future development





# Funding Summary

(Current CIP including Amendments Approved 12/11/2023)



Funding Source	Previously Issued Debt	FY24	FY25	Totals
Street & Drainage Bonds	\$1,620,000	--	--	<b>\$1,620,000</b>
2022 GO Bond	--	\$2,000,000	\$7,504,680	<b>\$9,504,680</b>
(TIRZ) Debt Capacity*	--	--	<del>\$4,630,029</del> <b>\$2,208,235</b>	<del>\$4,630,029</del> <b>\$2,208,235</b>
Water & Sewer Bonds	--	\$464,889	\$3,405,768	<b>\$3,870,657</b>
Cash*	--	--	<b>\$879,259</b>	<b>\$879,259</b>
Roadway Impact Fees*	--	--	<b>\$1,542,535</b>	<b>\$1,542,535</b>

**Total Project  
\$19,625,366**

\*Project budget amended by Council 12/11/2023 as part of Police Headquarters Expansion Project budget increase

Estimated Budget By Phase		
Design	ROW & Utility Relocations	Construction
\$2,312,600	\$2,396,000	\$14,916,700



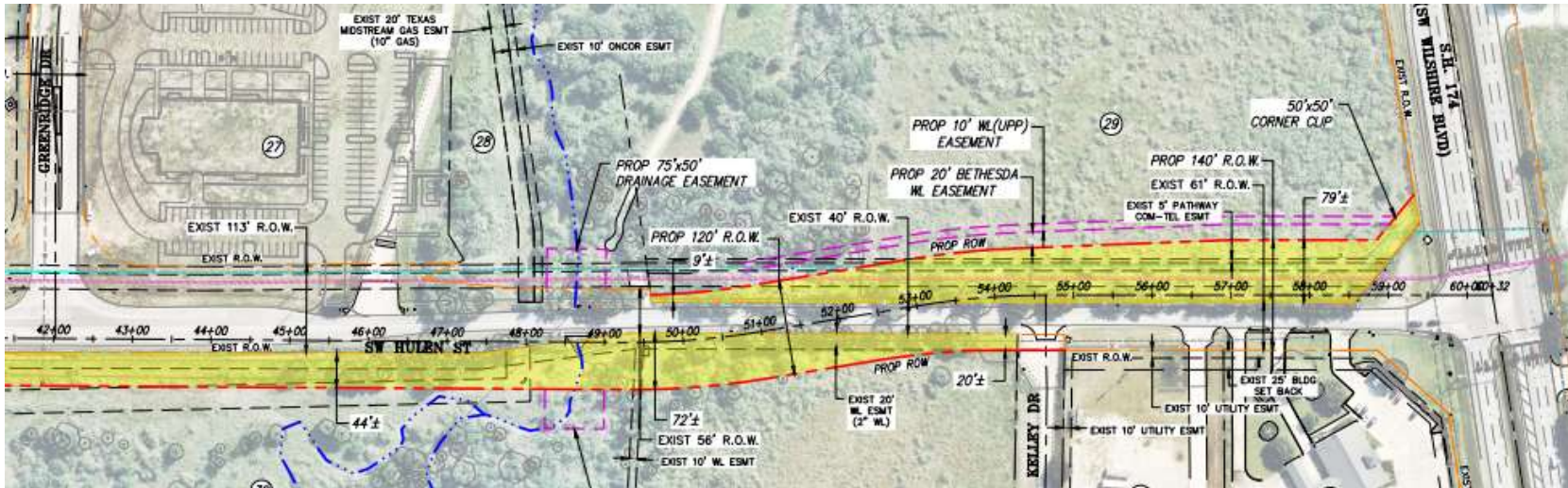
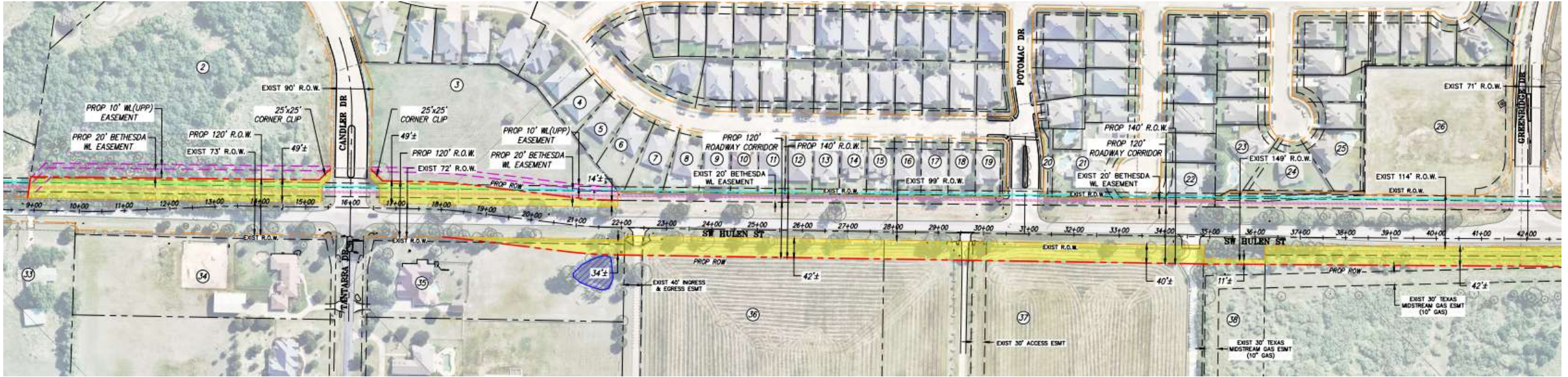
# Project Progress

- ❑ March 2023: Council awarded professional services contract to Teague Nall and Perkins, Inc. (TNP)
- ❑ September 2023: TNP completed all survey and level B subsurface utility engineering efforts to determine existing right-of-way, easements, and horizontal placements of existing utilities
- ❑ January 2024: Preliminary Design Schematic submitted to the City
- ❑ February 2024: Review workshop with City staff

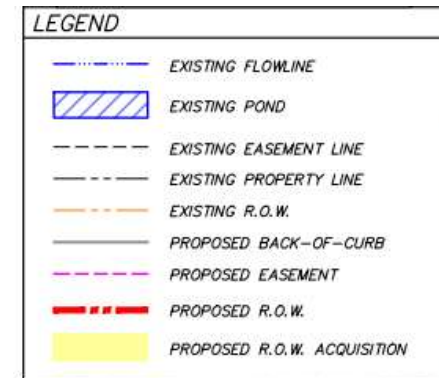




# Preliminary Design ROW Analysis

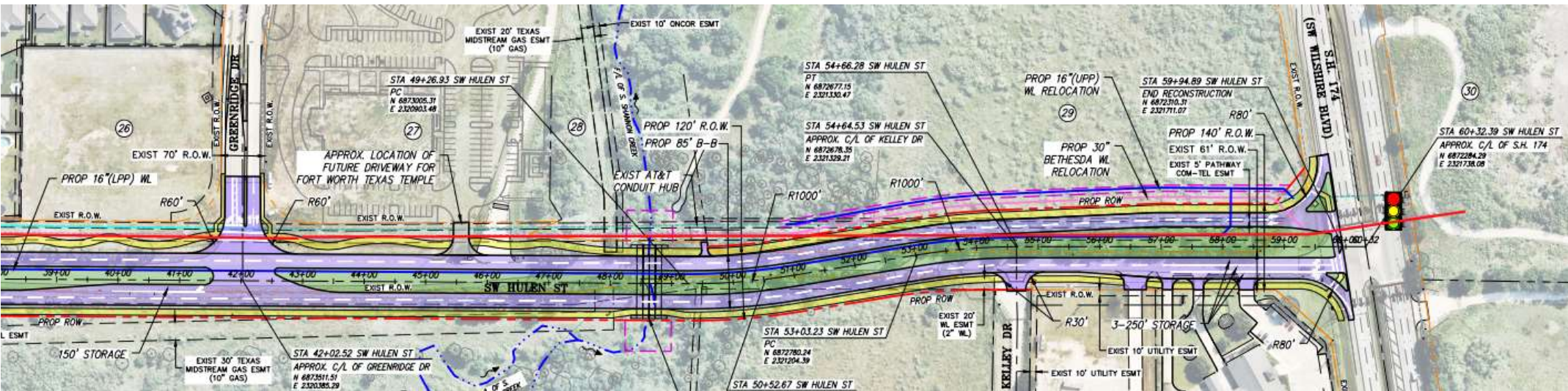
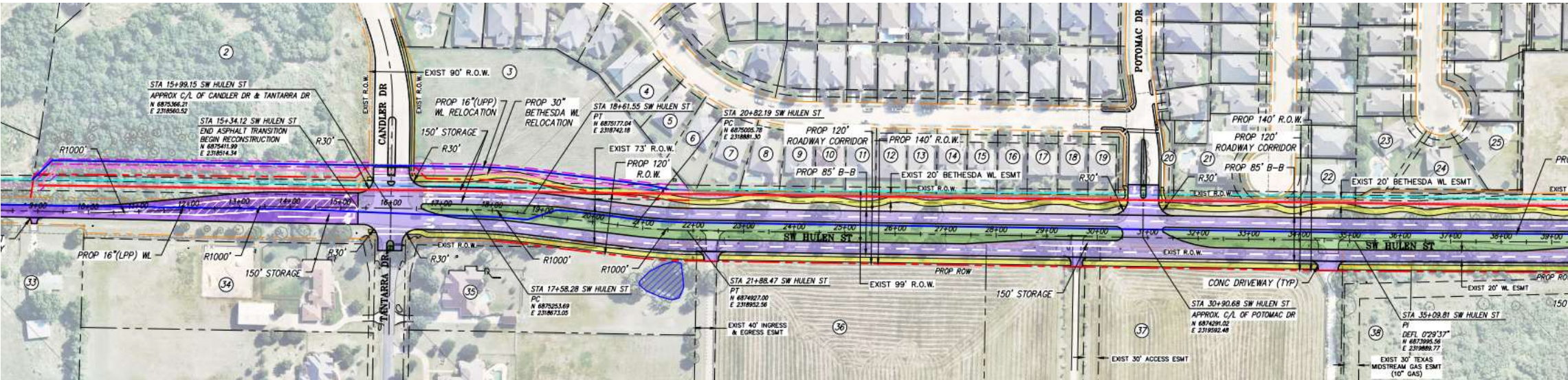


Main Lanes-Proposed 120' ROW  
Hulen & SH174 intersection- 140' ROW





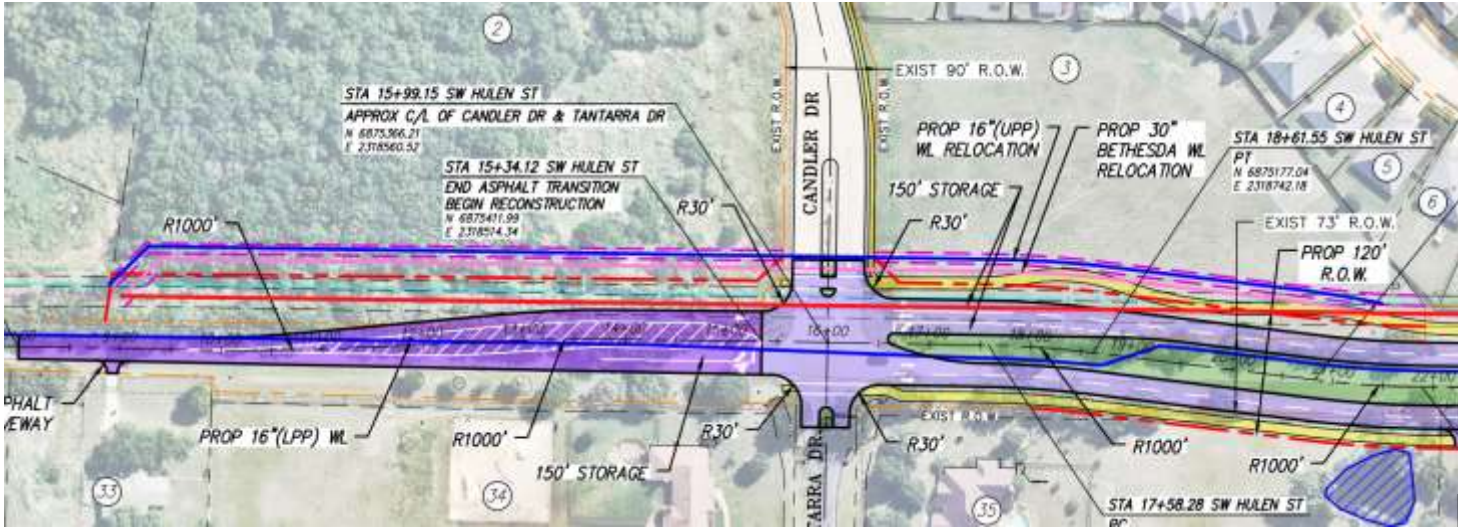
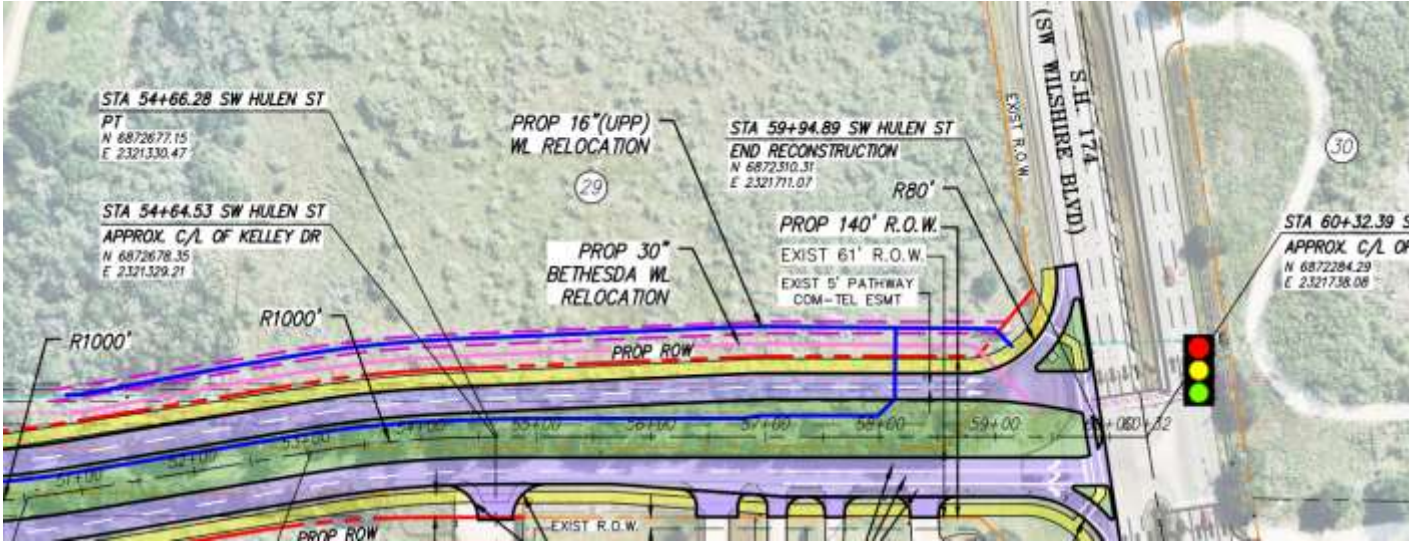
# Preliminary Design Schematic





# Critical Path - Utilities

- ❑ Bethesda and City Water Lines
  - ❑ Exclusive 20' Bethesda Easement with 30" line (project pays for relocation)
  - ❑ Current alignment relocates approximately 2,135 LF of 30" & City's 16" Upper Pressure Plane line (approx. additional \$2.36M - light pink and blue lines)
  - ❑ Met with Bethesda March 14th - additional SUE requested (field work underway) to explore options to avoid/reduce relocations
- ❑ Oncor overhead electric - coordination underway; cost estimate and schedule pending





# Budget Recap and Updated Cost Estimates

Full 4-lane Project Estimates				
	Design	ROW & Utility Relocations	Construction	Project Total
Budget	\$2,312,600	\$2,396,000	\$14,916,700	\$19,625,366
Current Estimates	\$2,312,600	\$4,040,000	\$25,128,102	\$31,480,702

Original 2021 drafted budget did not include Bethesda and City water line relocations, landscaping, or full storm drainage system

**(\$11.9m)**

**Updated project cost estimates necessitate a broader amendment to the Five-year CIP over the coming months**

# Potential Paths Forward



Budget By Phase - Construction of 4 lanes			
Design	ROW & Utility Relocations	Construction	Total Project Budget
\$2,312,600	\$2,396,000	\$14,916,700	<b>\$19,625,366</b>

Estimates By Phase (March 2024 TNP Estimates)				
Design	ROW & Utility Relocations	Construction	Project Scope	Total Project Estimate
\$2,312,600	\$4,040,000	\$25,128,102	Four lanes; two - 10' shared use paths; ultimate storm drainage; ultimate ROW	<b>\$31,480,702</b>
	\$4,040,000	\$20,685,677	Two outside lanes; one - 10' shared use path; ultimate storm drainage; ultimate ROW	<b>\$27,038,277</b>
	\$1,677,000	\$15,200,760	Two inside lanes; one - 10' shared use path; interim storm (bar ditches); ultimate ROW; no waterline relocation	<b>\$19,190,360*</b>

*\* Not recommended but included for context of what could be feasible within current budget*

# Possible Timeline Ahead



Franchise Utility Relocation & Easement Acquisition  
(February - October 2025)

**July 2024**

Finalize Preliminary Design Report with Utility Relocation Revisions

**September 2025**

Complete final design

**January 2026**

Begin Construction

**November 2027**

Complete Construction

END

**June 2024**

Hold Public Meeting

**February 2025**

Complete 60% Design

**December 2025**

Award Construction Contract (City Council)

Staff will recommend construction funding planned in FY25 be moved to at least FY26 in 5-Year CIP update for FY25-FY29  
Project cost estimate necessitates a broader amendment to the Five-year CIP over the next several months

# Infrastructure & Development Committee Feedback



- Evaluate the possibility of building half of the four-lane section (west side) while keeping the existing two-lane asphalt roadway open as an interim option of a four-lane roadway
- Explore potential future funding sources (Johnson County Bond program, TxDOT / NCTCOG, etc.) to be investigated



# Requesting Council Feedback

Proceed with designing reconstruction of:

- Full four-lane project (~\$31.5m)
- Two outer lanes and ultimate storm drainage (~\$27m)

Explore feasibility and cost of building one-half of the full project  
(west / south lanes)

**Council will have input on updating the Five-year CIP for FY25-FY29 over the coming months – including any adjustments that may to identify funding needed to construct the project as early as FY26 when design and land acquisition are scheduled to be complete allowing utility relocations and construction to begin.**

# Questions / Discussion

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