THE CITY OF BURLESON TEXAS

**City Council** **Monday, October 20, 2025**
**City Council Regular Meeting Agenda** **5:30 PM**

**Live Stream at** https://www.burlesontx.com/watchlive

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

## 1. CALL TO ORDER

Invocation - Danny Andrews, Senior Adult Director, First Baptist Church Burleson

Pledge of Allegiance to the US Flag

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

## 2. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation recognizing October 19-25, 2025 as "Friends of Libraries Week" in the City of Burleson. *(Recipient: Friends of Burleson Public Library)*

B. Presentations

- Adoptable pet of the quarter *(Staff Contact: DeAnna Phillips, Director of Community Services)*

- Texas Municipal Clerk Association 2025 Awards - Deputy City Secretary of the Year, Monica Solko, Distinguish Service Award, Amanda Campos, Municipal Clerk's Office of Excellence Award, and Lisandra Leal, Scholarship Committee Chair. *(Alicia Richardson, TMCA President and City of North Richland Hills City Secretary/Chief Governance Officer)*

C. Community Interest Items
This is a standing item on the agenda of every regular meeting of the City Council. An “item of community interest” includes the following:

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

## 3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

## 4. CITIZENS APPEARANCES

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

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

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

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

## 5. CONSENT AGENDA

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

A. Consider and take possible action on the minutes from the October 6, 2025 regular council meeting. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

B. Consider and take possible action on a minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of $40,000. *(Staff Contact: Alex Philips, Economic Development Director)*

C. Consider and take possible action on a one-year services contract with the Burleson Area Chamber of Commerce in the amount of $40,000 (Staff Contact: Alex Philips, Economic Development Director)

D. Consider and take possible action on a minute order ratifying the 4A Economic Development Corporation Board's action taken on the contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71. (Project DV2201)*(Staff Contact: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer)*

E. Consider and take possible action on a minute order ratifying an Economic Development Corporation (Type A) amendment to Resolution 4A081825AnnualBudget by amending the 5-year Capital Improvement Plan of the 4A Economic Development Corporation for Fiscal Year 2026- 2030. The amendment proposes an increase to the total plan budget in the amount of $6,000,000. *(Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)*

F. Consider and take possible action on a minute order ratifying an Economic Development Corporation (Type A) resolution declaring the intention to reimburse an amount not to exceed $6,750,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

G. Consider and take possible action on a minute order ratifying a Community Service Development Corporation (Type B) resolution amending the corporation's operating budget (Resolution 4B081825AnnualBudget) for Fiscal Year 2025-2026 and the 5-Year Capital Improvement Plan of the corporation for Fiscal Years 2026–2030. The amendment proposes an increase to the operating budget in the amount of $2,914,620 and a reduction to the Capital Improvement Plan in the amount of $444,087. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

H. Consider and take possible action on a resolution adopting the 2025 Parks and Recreation Master Plan. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

I. Consider and take possible action on a resolution adopting the 2025 Public Art Master Plan. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

J. Consider and take possible action on a resolution adopting the Public Art Policy. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

K. Consider and take possible action on a resolution for a petition submitted by AP-Groundwork Venture, LLC to annex land within the City's extraterritorial jurisdiction (ETJ) into the TallGrass Municipal Management District (MMD). *(Staff Contact: Tony McIlwain, Development Services Director)*

L. Consider and take possible action on a resolution authorizing the City's 2025 membership application to the Electric Reliability Council of Texas (ERCOT); and authorizing the City Manager to vote on behalf of the City in all ERCOT elections. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

M. Consider and take possible action on an ordinance establishing Standards of Care for childcare programs operated by the Parks and Recreation Department. *(Final Reading) (Staff Contact: Jen Basham, Director of Parks and Recreation)*

N. Consider and take possible action on a contract with Central North Construction for construction services on FM 731 for TxDot Green Ribbon Project CSJ 1094-030-020 through ITB 2025-014 in the amount of $191,624.40. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

## 6. ETJ RELEASE

A. ETJ Release Petition for 1601 W FM 917 (Case 25-273): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 45.90 acres of land addressed as 1601 W FM 917. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

## 7. GENERAL

A. Consider and take possible action on a contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71. (Project DV2201)*(Staff Contact: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer)*

B. Consider and take possible action on a 380 agreement between Windmiller Properties, LLC, and the City of Burleson for the development of a new hotel located at the Standard at Chisenhall. (Staff Contact: Alex Philips, Economic Development Director)

C. Consider and take possible action on an amendment to a Guaranteed Maximum Price (GMP) contract (CSO#5871-08-2025) with Byrne Construction Services for Phase 2 of the Police Headquarters Expansion and Remodel in the amount of $30,732,768. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

D. Consider and take possible action on an amendment to CSO#4087-01-2023, the professional services contract for architectural design services for Burleson Police Headquarters Expansion with Brinkley Sargent Wiginton Architects in the amount of $146,500 for a total contract cost in the amount of $3,974,427. (FA2301) *(Staff Contact: Eric Oscarson, Deputy City Manager)*

E. Consider and take possible action on an amendment to CON#133-09-2024, a professional services contract with UES for material testing services for the Police Headquarters Renovation and Expansion Project in the amount of $191,149.50 for a total contract amount of $211,974.50. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

F. Consider and take possible action on a professional services contract with Vidaurri Management Group, LLC for vertical construction management services for the Police Headquarters Renovation and Expansion project, in the amount of $433,672. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

G. Consider and take possible action on an ordinance amending the City operating budget (CSO#5910-09-2025) for Fiscal Year 2025-2026 and the 5-Year Capital Improvement Plan. This amendment includes an increase to the operating budget in the amount of $2,914,620 and a net increase to the Capital Improvement Plan (CIP) totaling $5,555,913; and time is of the essence. (First and Final Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

H. Consider and take possible action on ordinance amending section 58-4 of the code of ordinances permitting the sale of alcohol at Chisenhall Sports Complex. (First Reading) *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

I. Consider and take possible action adopting an alcohol policy for Chisenhall Sports Complex. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

## 8. REPORTS AND PRESENTATIONS

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

B. Receive a report, hold a discussion, and provide staff direction regarding the community park naming process. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

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

**10. RECESS INTO EXECUTIVE SESSION**

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

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

-Receive a report and hold a discussion regarding Texas Tax Code Section 6.155 and related provisions concerning communications with the chief appraiser

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

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

-Receive a report and hold a discussion regarding the evaluation and duties of the city manager

-Receive a report and hold a discussion regarding the evaluation and duties of the city secretary

**D. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

-Project Bonus
-Project Overflow
-Project Grand

**11. ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 10th day of October, 2025, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos

City Secretary

**BUDGET STATEMENT**

Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must

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

**ACCESSIBILITY STATEMENT**

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

# City Council Regular Meeting

**DEPARTMENT:** **City Secretary's Office**

**FROM:** **Lisandra Leal, Assistant City Secretary**

**MEETING:** **October 20, 2025**

**SUBJECT:**

Consider and take possible action on the minutes from the October 6, 2025 regular council meeting. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

**SUMMARY:**

The City Council duly and legally met on October 6, 2025 for a regular council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

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

**BURLESON CITY COUNCIL REGULAR MEETING**
**OCTOBER 6, 2025**
MINUTES

## ROLL CALL

**COUNCIL PRESENT:**

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

**COUNCIL ABSENT:**
Victoria Johnson

Staff present
Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Monica Solko, Deputy City Secretary
Lisandra Leal, Assistant City Secretary
Allen Taylor, City Attorney
Matt Ribitzki, Deputy City Attorney

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

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

Invocation – Anthony Penick, Chaplain, Texas Health Huguley Hospital

Pledge of Allegiance to the US Flag

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

## 2. PUBLIC PRESENTATIONS

### A. Proclamations

- **A Proclamation recognizing October 2025, as "Cyber Security Awareness Month" in the City of Burleson. (Recipient: Burleson Information Technology Department)**

- **A Proclamation declaring October 13, 2025 as "Brazos Chamber Orchestra Day" in the City of Burleson. (Recipient: Sherry Reeves)**

### B. Presentations

- None.

### C. Community Interest Items

- Russell Farm Art Center hosted and amazing ribbon cutting event for the new art barn. It is a great place for local artists to create and show off their talents. Thank you to the Parks Department and to the local arts who contributed by selling artwork to help raise funds and donations for the project.
- BTX Brewfest had a fabulous event in the plaza this past weekend, drawing attendees from all over the state. The event had a great turnout and brough in tourism. Everyone involved did a great job.
- The golf tournament held by the Police Department was a fun event. The great turnout reflected the community's support for our PD. Thank you to all those who donated.

## 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

- Vaugh Schlegel, 565 Cardinal Ridge Road, spoke on behalf of The Lions Club to present certificates of appreciation to the departments that contributed to the Independence Day Parade held on July 4.

## 5. CONSENT AGENDA

**A. Minutes from the September 15, 2025 regular council meeting.** ***(Staff Contact: Monica Solko, Deputy City Secretary)***

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

Motion passed 6-0, with Victoria Johnson absent.

**B. CSO#5936-10-2025, ordinance establishing a No Parking Zone along both sides of S. Dobson Street between Miller Street and Booger Creek and along both sides of W. Miller Street from S. Dobson Street to S. Commerce Street; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (Final Reading) (Staff Contact: Errick Thompson, Director of Public Works)**

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

Motion passed 6-0, with Victoria Johnson absent.

**C. CSO#5937-10-2025, ordinance amending Chapter 34, Article VIII, of the Code of Ordinances regulating unattended clothing donation containers. (Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

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

Motion passed 6-0, with Victoria Johnson absent.

**D. CSO#5938-10-2025, minute order authorizing expenditures with Dell Marketing LP under DIR (DIR-CPO-5792), for computers, monitors, and peripherals for the fiscal year 2026 computer replacement program in the amount of $160,000. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

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

Motion passed 6-0, with Victoria Johnson absent.

**E. CSO#5939-10-2025, resolution adopting the FY2025-2026 employee handbook. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)**

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

Motion passed 6-0, with Victoria Johnson absent.

**F. CSO#5940-10-2025, minute order authorizing the purchase of products and services from Amazon Business through the Choice Partners Cooperative Contract No. 22/045KN-01) for Fiscal Year 2025-2026 in the amount of $175,000. (Staff Contact: Lauren Seay, Deputy Director of Administrative Services)**

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

Motion passed 6-0, with Victoria Johnson absent.

**G. CSO#5941-10-2025, resolution finding that Oncor Electric Delivery Company LLC's application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)**

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

Motion passed 6-0, with Victoria Johnson absent.

**H. CSO#5942-10-2025, minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount of $325,000. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney/Director of Legal Services)**

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

Motion passed 6-0, with Victoria Johnson absent.

## 6. DEVELOPMENT APPLICATIONS

**A. CSO#5943-10-2025, right-of-way use agreement with BTX Old Town LLC and BTX Condominium Association Inc., for building balconies, signs, outdoor dining patio's with attached canopies, fencing, building lighting, downspouts, and awnings that were constructed in the right-of-way, for buildings addressed as 135 &139 W. Ellison Street. (Staff Contact: Tony McIlwain, Development Services Director) (Old Town Design Standards Review Committee recommended approval 8-0)**

Tony McIlwain, Development Services Director, presented a right-of-way use agreement for buildings addressed at 135 & 139 W. Ellison Street to the city council.

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

Motion passed 6-0, with Victoria Johnson absent.

## 7. GENERAL

**A. CSO#5944-10-2025, agreement with AP-Groundwork Venture L.L.C., a Texas limited liability company, and its successors or assigns, for a mixed-use, municipal management district known as TallGrass. (Staff Contact: Tony D. McIlwain, Development Services Director)**

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

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

Motion passed 6-0, with Victoria Johnson absent.

**B. CSO#5952-10-2025, reconsider the nomination for the Tarrant Appraisal District Board of Directors. (CSO#5926-09-2025)**

Janalea Hembree, Assistant to the City Manager, was present to answer any questions for council, no presentation.

During discussion, Councilman Larry Scott addressed the September 15, 2025, meeting and the resolution approving the nomination of Gary Losada for the Tarrant Appraisal District Board of Directors. He informed the Council that prior to tonight's

meeting, Mr. Losada contacted him to withdraw from the race and recommended Vince Puente.

Sayeda Syed, 6705 Sapphire Cir. North, Colleyville, TX, candidate for the Tarrant Appraisal District Board of Directors spoke regarding her qualifications and asked that council would nominate her for the board.

Motion made by Alexa Boedker and seconded by Adam Russell to rescind nomination of Gary Losada and nominated Sayeda Syed and Vince Puente.

Motion passed 6-0, with Victoria Johnson absent.

**C. CSO#5945-10-2025, resolution nominating candidates for the election of members to the Central Appraisal District of Johnson County Board of Directors. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Janalea Hembree, Assistant to the City Manager, presented a resolution to the city council.

Craig Hundley, P.O. Box 656, Grandview, TX, spoke on behalf of Jason C. Marbut and Ignacio Hernacio requesting that Council nominate both individuals to the Board of Directors for the Central Appraisal District (CAD) of Johnson County.

Peter Svendsen, 601 Hyde Park Blvd. Cleburne, TX, and current Chairman of the CAD Board of Directors addressed the Council to discuss his qualifications and requested their nominate for the board.

During discussion Mayor Fletcher expressed concerns about CAD's procedures and questioned the delays in proper evaluations. Mr. Svendsen acknowledged the issue, stating it is an oversight that the board is currently working to resolve. Councilwoman Boedeker raised concerns regarding the leadership of the CAD and the conduct displayed by board members during meetings. Mr. Svendsen responded by noting that he had only been serving as Chair for two months at the time of the referenced meeting. He took responsibility for the events that occurred that evening, stating that certain matters needed to be addressed and that improvements have been made since that meeting. Councilman Larry Scott raised concerns about the lack of professionalism with Mr. Svendsen and the handling of specific matters. Mr. Svendsen appreciated his honest feedback.

Bill Janusch Bill Janusch 117 NE Clinton St. Burleson, TX thanked council for their comments and for highlighting the issues within the Central Appraisal District of Johnson County. He expressed his appreciation for the Council diligence and thorough review of the matter.

Motion made by Alexa Boedeker and seconded by Larry Scott to nominate Jason Marbut and Ignacio Hernacio to the Central Appraisal District of Johnson County Board of Directors.

Motion passed 6-0, with Victoria Johnson absent.

**D. Ordinance establishing Standards of Care for childcare programs operated by the Parks and Recreation Department. (First Reading) (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Eric Oscarson, Deputy City Manager, presented an ordinance to the city council.

Mayor Fletcher opened and continued the public hearing. Time: 6:48 p.m.

Mayor Fletcher closed the public hearing. Time: 6:48 p.m.

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

Motion passed 6-0, with Victoria Johnson absent.

**E. CSO#5946-10-2025, contract with Kimley Horn for the design and construction administration of Green Ribbon Improvements in the amount of $115,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Discussion included the price of the median and asked in the future if John Jones extends to six lanes will the city be liable to pay back the improvement to TXDot. The city will no be liable to payback the improvement to TXDot.

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

Motion passed 6-0, with Victoria Johnson absent.

**F. CSO#5947-10-2025, resolution for an advanced funding agreement with TxDOT for Green Ribbon Improvements along John Jones Dr. from Greenridge Dr to S.Towne Dr in the amount of $400,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Eric Oscarson, Deputy City Manager, presented a resolution to the city council.

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

Motion passed 6-0, with Victoria Johnson absent.

**G. CSO#5948-10-2025, contract with Sports Facilities Companies for the management of Chisenhall Sports Complex in the amount of $1,100,000 over a five year period. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Discussion included if the contract is approved will it also include alcohol, the answer is no that will be a separate discussion.

Bill Janusch 117 NE Clinton St. Burleson, TX spoke in favor of approval of the contract.

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

Motion passed 6-0, with Victoria Johnson absent.

**H. CSO#5949-10-2025, amendment for the Burleson Youth Association contract (CSO#2024-04-2022). (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

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

Motion passed 6-0, with Victoria Johnson absent.

## 8. REPORTS AND PRESENTATIONS

**A. Receive a report, hold a discussion and provide staff direction regarding a possible policy associated with alcohol sales at Chisenhall Sports Complex. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Eric Oscarson, Deputy City Manager, presented to the council a possible policy associated with alcohol sales at Chisenhall Sports Complex. The presentation included:

- Purpose & Context
- Key Restrictions
- Sales & Service Standards
- Liability & Insurance
- Oversight & Annual review

Council discussion included the opportunity to bring in additional capital through the sale of alcohol at Chisenhall Sports Complex. However, after reviewing the financial projections, it was noted that the revenue may not be worth it. Council Members Scott and Anderson expressed concerns about allowing alcohol at sporting events that involved children. They noted that many parents have indicated they do not want alcohol at youth sporting events. Staff responded by outlining possible restrictions, such as limiting alcohol sales to designated areas during mixed aged games, where tournaments for kids twelve (12) and under are held separately from adult games, or prohibiting alcohol entirely during such events. Mayor Fletcher and Council Members McClendon and Russell stated that not offering alcohol at sporting events hosted by Sports Facilities Companies could hinder the City's ability to attract and retain these events. They recommended allowing alcohol sales only for events organized by Sports Facilities Company, while prohibiting alcohol at events hosted by Burleson Youth Association.

Council directed staff to bring forth a policy permitting the sale of alcohol at Chisenhall Sports Complex with provisions allowing the City to cancel or withdraw if necessary.

**B. Receive a report, hold a discussion and provide staff direction regarding the Parks and Recreation Master Plan. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Eric Oscarson, Deputy City Manager, presented to the council the Parks and Recreation Master Plan. The presentation included:

- Acknowledgement
- Introduction
- Divisions
- Mission, Vision, Values
- Community Impact
- What we heard
- Current Inventory
- Goals
- Strategic Framework
- Implementation
- Appendices

Council discussion included praise for the excellent work by the Parks Department in developing the Parks Master Plan. Members expressed appreciation for the inclusion of the arts center and the programming at Russel Farm Art Center. They voiced a desire to expand bicycle trails that will connect the city. Additionally, there was an interest in pursuing grants opportunities to support a bike trail loop. Council also expressed a desire to development a Master Plan for Hidden Creek Golf Course. It was noted for the record that going forward, Council does not support the use of 4B Community Services Corporation Board funds for park projects and prefers to focus on maintaining and enhancing existing facilities.

**C. Receive a report, hold a discussion and provide staff direction regarding the Public Art Master Plan. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Eric Oscarson, Deputy City Manager, presented to the council the Public Art Master Plan. The presentation included:

- Plan Background – Why this plan, Plan Goals & Objectives, Community
- Community Engagement – Barn Quilts Project + History, Survey Results, Community Vison for Public Art
- Public Art – Public Art Typologies Defined, Public Art Site Selection Criteria, Public Art Projects for Consideration Project, Implementation Matrix.
- Public Art Administration – Public Art Advisory Board, Public Art Policy, Public Art Funding Opportunities.

No Discussion.

## 9. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- None.

## 10. RECESS INTO EXECUTIVE SESSION

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

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

- Receive a report and hold a discussion regarding Chapter 395 of the Texas Local Government Code, the City's impact fees, and impact fees charged by other special districts in the city limits
- Receive a report and hold a discussion regarding an informal reconciliation of certain City debt obligations
- Receive a report and hold a discussion regarding City of Burleson, et al., v. Pecos Housing Finance Corporation, et al., Cause No. DC-C202500492, 18th District Court, Johnson County, Texas
- Receive a report and hold a discussion regarding code enforcement issues at real property commonly known as 365 S Dobson and 393 S Warren St in Burleson, Johnson County, Texas

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

**C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

- Project Vision

Motion was made by Dan McClendon and seconded by Adam Russell to convene into executive session. **Time: 8:17 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Adam Russell and seconded by Alexa Boedeker to reconvene into open session. **Time: 8:46 p.m**.

Motion passed 6-0, with Victoria Johnson absent.

## 11. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

**Time: 8:47 p.m.**

Lisandra Leal
Assistant City Secretary

# City Council Regular Meeting

**DEPARTMENT:** **Economic Development**

**FROM:** **Alex Philips, Economic Development Director**

**MEETING:** **October 20, 2025**

**SUBJECT:**

Consider and take possible action on a minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of $40,000. *(Staff Contact: Alex Philips, Economic Development Director)*

**STRATEGIC PRIORITY AND GOAL(S):**

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

**SUMMARY:**

SUMMARY:

The City Council and the Burleson 4A Economic Development Corporation approved the previous years' contract on November 18, 2024.

The Burleson Area Chamber of Commerce (BACC) has a mission to be an advocate for their members and for business in Burleson. Part of their core activities include; quarterly luncheon meetings (including the State of the City and Economic Development Update), ribbon cuttings for new businesses, networking events, training and small business resources. The BACC desires to have a formal partnership with the City of Burleson and collaborate on shared objectives with Economic Development.

The BACC has proposed a services contract for formalize this partnership. The contract would primarily focus on two shared objectives; Business Retention and Tourism. The following outlines contract deliverables and fees:

**Business Retention**

•BACC will conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC will collaborate to compile list of businesses and data to gather by October 31st.

•BACC will produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

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•Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.

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•Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year.

The total fee for these services is proposed to be $40,000.

•Business retention: $20,000 (this amount is a 4A expense)

•Tourism: $20,000 (or, $15,000 for Burleson Honey Tour and $5,000 for the Full Circle Women's Conference) (this amount is a HOT/MOT expense)

This fee will be in lieu of BACC's annual HOT/MOT grant awards

Should BACC not perform or breach the contract, they would not be eligible for any City funding for one year. Either party may terminate the contract with 30 days written notice.

The Burleson Area Chamber of Commerce did meet all the obligations outlined in the previous years' agreement.

**Business Retention**

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•BACC produced four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

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•BACC Golf Tournament was held at Hidden Creek Golf Course

**RECOMMENDATION:**

Staff recommends approval

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

The Burleson 4A Corporation approved the contract on October 20, 2025

**REFERENCE:**

Insert CSO# if applicable
Insert resolution or ordinance change

**FISCAL IMPACT:**

Proposed Expenditure/Revenue:
Account Number(s): 2014201-66046

Fund: 4A
Account Description: Business Retention

Procurement Method: N/A

**STAFF CONTACT:**

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

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# Chamber of Commerce Services Contract Annual Renewal



# Burleson Area Chamber of Commerce




- Led by Executive Director, Melissa Miller and Board of Directors comprised of local stakeholders
- City has contracted with BACC each year since 2022
- BACC and EDC work cooperatively on numerous events

# BACC Current Activities




- Quarterly Luncheons
  - Including State of the City and EDC Update
- New Business Ribbon Cuttings
- Member Events
  - Networking, training, etc.
- Small Business Resources
- Community/Tourism Events

# Service Contract 2024 - 2025 Recap

## Business Retention

- Business retention visits and surveys were conducted with businesses from all industries and sizes in Burleson
  - 93.2% of businesses rated their satisfaction of the Business Environment/Community above average
  - 63.2% of businesses have plans for expansion
  - Businesses commented :
    - More events in Old Town
    - Continue what you're doing
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## Tourism

- The 24th Annual Honey Tour was held once again over the Memorial Day Holiday
  - 632 riders from all over the State as well as Oklahoma
  - Social media ads and billboards promoted the event throughout the State along with flyers distributed widely across the metroplex
  - The BTX Honey Tour Carnival was hosted in conjunction with the ride
- Full Circle Women's Conference
  - The Power of Heels hosted women from all over the metroplex for the event
  - Charla Corn, a Brand Strategist and Transformational Stylist who empowers women entrepreneurs to unlock their full potential in both business and personal life.

# BACC Contract Services 2025 - 2026

## Business Retention

Conduct 100 annual business retention meetings with local businesses to gather key information

EDC to collaborate on list of businesses, questions and information to gather at meetings

Deliverables include:

- Contact updates
- Business anniversaries
- Summary of business strengths & key issues
- Growth plans
- Survey statistics

## Tourism

Host two events per year that are focused on drawing in out-of-town visitors and adding to Burleson's quality of life

- 25th Honey Tour Bike Ride - Long running bike ride event featuring 7, 20, 30, 46, and 67 mile routes
- Power of Heels Full Circle Women's Conference - Full day event providing inspiration and professional development for women

# BACC Contract Terms

$40,000 - total contract price for one year and requires annual City Council approval

- **Business Retention**

  $20,000 annually

  This is a 4A expense

- **Tourism**
  - $15,000 allocated towards the Burleson Honey Tour and $5,000 allocated towards the Full Circle Women's Conference
  - Reimburses advertising costs beyond 50mi.
  - This is a HOT/MOT expense and in lieu of BACC HOT/MOT grant

- **Terms**

  Produce a quarterly report within 30 days of the end of each quarter

  Host annual BACC golf tournament at Hidden Creek Golf Course bi-annually

  Utilize Burleson catering for State of the City and EDC Quarterly Luncheons

- **Termination/Breach**

  Should BACC not perform, they would be ineligible for any City funding for one year

  Either party may terminate with 30 days written notice



# Requested Action

Consider approval of a minute order ratifying a one-year Services Contract with the Burleson Area Chamber of Commerce in the amount of $40,000



Approve as presented



Deny

# SERVICE CONTRACT

This **SERVICE 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, the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the "EDC") and **BURLESON AREA CHAMBER OF COMMERCE** ("Contractor").

***WITNESETH:***

**WHEREAS,** City, EDC and Contractor desire to enter into a contract by which Contractor will provide **BUSINESS RETENTION AND TOURISM SERVICES; and**

**WHEREAS,** City and EDC desire to compensate Contractor for Contractor's services as provided herein.

**NOW, THEREFORE,** City and EDC hereby engage the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

## 1. SCOPE OF SERVICES.

1.1. Business Retention

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather and deliver the annual list and survey questions by October 31st.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

1.2. Tourism

Contractor shall conduct two (2) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride and The Full Circle Women's Conference.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

## 2. TERM.

The term of this Contract upon execution shall be active until September 30, 2026.

## 3. COMPENSATION.

The total amount paid under this Agreement by the City to the Contractor shall not exceed Forty Thousand Dollars ($40,000.00). 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 Contractor'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.

### 3.1. Payment Detail.

Payment owed to the Contractor will be paid under the following stipulations: $20,000 for Business Retention initiatives and quarterly reports; and *up to* $15,000 for the Burleson Honey Tour event and $5,000 for the Full Circle Women's Conference with a maximum of two (2) eligible events, for advertising reimbursement for the events as described below. Contractor shall submit a post-event form to EDC with receipts showing advertising expenses. To be eligible for reimbursements, the Contractor's advertising expenses must focus on targeting visitors outside a 50 mile radius of the city who are likely to stay overnight in Burleson. Expenses eligible for reimbursement include but are not limited to: magazine ads, social media campaigns, printed flyers, radio promotions, billboard advertising. Noneligible expenses include but are not limited to: temporary fencing, musicians, entertainment, staffing, event rentals (photo ops, etc.), event souvenir items. The Contractor shall submit advertising receipts to the City and the City will review the submitted receipts for reimbursement eligibility. If advertising costs for any one event are less than $10,000, the Contractor will be reimbursed in an amount equal to the total amount of eligible advertising expense receipts submitted.

## 4. TERMINATION.

### 4.1. Written Notice.

The City, EDC or Contractor 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 Contractor 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 termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

### 4.4 Failure to Perform

In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one (1) year.

5. INDEMNIFICATION.

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

6. MISCELLANEOUS PROVISIONS.

**6.1 Right to Audit.** Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor 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 Contractor reasonable advance notice of intended audits.

**6.2 Independent Contractor.** It is expressly understood and agreed that Contractor 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, Contractor 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. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

**6.3 Government Function Clause.** All parties agree that this contract is one wherein the City is solely performing a governmental function.

**6.4 Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

**6.5 Non-Discrimination Covenant.** Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor'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 Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

**6.6 Assignment and Subcontracting.** Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

**6.7 Notice.** 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, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

| To CITY: | To CONTRACTOR: |
|---|---|
| City of Burleson | Burleson Area Chamber of Commerce |
| Attn: City Manager | Attn: Executive Director |
| 141 W. Renfro St. | 124 S. Main St. Ste. 228 |
| Burleson, TX 76028 | Burleson, Texas 76028 |

**6.8 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.

**6.9 No Waiver.** The failure of the City or Contractor 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 Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**6.10 Governing Law and 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.

**6.11 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.

**6.12 Force Majeure.** The City and Contractor 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, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

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

**6.14 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.

**6.15 Amendment and Modification.** 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.

**6.16 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 Contractor, 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.

**6.17 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.

**6.18 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.

**6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor 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.

**6.20 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.

**6.21 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.

**6.22 Basic Safeguarding of Contractor Information Systems.** Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor'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).

**6.23 Survivability.** The terms of this Agreement, which by their nature one would reasonably intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, indemnification, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

**6.24 Insurance: A.** The Contractor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:

1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

**6.25 Time.** Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued mutual cooperation.

---

*The remainder of this page is left intentionally blank*

## SIGNATURE PAGE

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

**CITY OF BURLESON:**

By:_____
Tommy Ludwig, City Manager

Date: _____

**BURLESON AREA CHAMBER OF COMMERCE**

By: _____
Melissa Miller, President

Date: 9/3/25

**APPROVED AS TO FORM:**

By:_____
City Attorney

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By:

Name: _____
Title: Board President

Date:_____

**Exhibit A**

## SCOPE OF SERVICES

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Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

# City Council Regular Meeting

**DEPARTMENT:** **Economic Development**

**FROM:** **Alex Philips, Economic Development Director**

**MEETING:** **October 20, 2025**

**SUBJECT:**

Consider and take possible action on a one-year services contract with the Burleson Area Chamber of Commerce in the amount of $40,000 (Staff Contact: Alex Philips, Economic Development Director)

**STRATEGIC PRIORITY AND GOAL(S):**

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

**SUMMARY:**

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**RECOMMENDATION:**

Staff recommends approval

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

N/A

**REFERENCE:**

Insert CSO# if applicable
Insert resolution or ordinance change

**FISCAL IMPACT:**

Proposed Expenditure/Revenue:
Account Number(s): 2104202-66077
Fund: Hotel/Motel Tax Fund
Account Description: Community HOT/MOT Grants

Procurement Method: N/A

**STAFF CONTACT:**

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

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# Chamber of Commerce Services Contract Annual Renewal



# Burleson Area Chamber of Commerce




- Led by Executive Director, Melissa Miller and Board of Directors comprised of local stakeholders
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# BACC Contract Services 2025 - 2026

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- Survey statistics

## Tourism

Host two events per year that are focused on drawing in out-of-town visitors and adding to Burleson's quality of life

- 25th Honey Tour Bike Ride - Long running bike ride event featuring 7, 20, 30, 46, and 67 mile routes
- Power of Heels Full Circle Women's Conference - Full day event providing inspiration and professional development for women

# BACC Contract Terms

$40,000 - total contract price for one year and requires annual City Council approval

- **Business Retention**

  $20,000 annually

  This is a 4A expense

- **Tourism**
  - $15,000 allocated towards the Burleson Honey Tour and $5,000 allocated towards the Full Circle Women's Conference
  - Reimburses advertising costs beyond 50mi.
  - This is a HOT/MOT expense and in lieu of BACC HOT/MOT grant

- **Terms**

  Produce a quarterly report within 30 days of the end of each quarter

  Host annual BACC golf tournament at Hidden Creek Golf Course bi-annually

  Utilize Burleson catering for State of the City and EDC Quarterly Luncheons

- **Termination/Breach**

  Should BACC not perform, they would be ineligible for any City funding for one year

  Either party may terminate with 30 days written notice



# Requested Action

Consider approval of a one-year Services Contract with the Burleson Area Chamber of Commerce in the amount of $40,000



Approve as presented



Deny

# SERVICE CONTRACT

This **SERVICE 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, the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the "EDC") and **BURLESON AREA CHAMBER OF COMMERCE** ("Contractor").

***WITNESETH:***

**WHEREAS,** City, EDC and Contractor desire to enter into a contract by which Contractor will provide **BUSINESS RETENTION AND TOURISM SERVICES; and**

**WHEREAS,** City and EDC desire to compensate Contractor for Contractor's services as provided herein.

**NOW, THEREFORE,** City and EDC hereby engage the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

## 1. SCOPE OF SERVICES.

1.1. Business Retention

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather and deliver the annual list and survey questions by October 31st.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

1.2. Tourism

Contractor shall conduct two (2) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride and The Full Circle Women's Conference.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

## 2. TERM.

The term of this Contract upon execution shall be active until September 30, 2026.

## 3. COMPENSATION.

The total amount paid under this Agreement by the City to the Contractor shall not exceed Forty Thousand Dollars ($40,000.00). 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 Contractor'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.

### 3.1. Payment Detail.

Payment owed to the Contractor will be paid under the following stipulations: $20,000 for Business Retention initiatives and quarterly reports; and *up to* $15,000 for the Burleson Honey Tour event and $5,000 for the Full Circle Women's Conference with a maximum of two (2) eligible events, for advertising reimbursement for the events as described below. Contractor shall submit a post-event form to EDC with receipts showing advertising expenses. To be eligible for reimbursements, the Contractor's advertising expenses must focus on targeting visitors outside a 50 mile radius of the city who are likely to stay overnight in Burleson. Expenses eligible for reimbursement include but are not limited to: magazine ads, social media campaigns, printed flyers, radio promotions, billboard advertising. Noneligible expenses include but are not limited to: temporary fencing, musicians, entertainment, staffing, event rentals (photo ops, etc.), event souvenir items. The Contractor shall submit advertising receipts to the City and the City will review the submitted receipts for reimbursement eligibility. If advertising costs for any one event are less than $10,000, the Contractor will be reimbursed in an amount equal to the total amount of eligible advertising expense receipts submitted.

## 4. TERMINATION.

### 4.1. Written Notice.

The City, EDC or Contractor 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 Contractor 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 termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

### 4.4 Failure to Perform

In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one (1) year.

5. INDEMNIFICATION.

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

6. MISCELLANEOUS PROVISIONS.

**6.1 Right to Audit.** Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor 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 Contractor reasonable advance notice of intended audits.

**6.2 Independent Contractor.** It is expressly understood and agreed that Contractor 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, Contractor 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. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

**6.3 Government Function Clause.** All parties agree that this contract is one wherein the City is solely performing a governmental function.

**6.4 Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

**6.5 Non-Discrimination Covenant.** Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor'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 Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

**6.6 Assignment and Subcontracting.** Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

**6.7 Notice.** 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, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

| To CITY: | To CONTRACTOR: |
|---|---|
| City of Burleson | Burleson Area Chamber of Commerce |
| Attn: City Manager | Attn: Executive Director |
| 141 W. Renfro St. | 124 S. Main St. Ste. 228 |
| Burleson, TX 76028 | Burleson, Texas 76028 |

**6.8 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.

**6.9 No Waiver.** The failure of the City or Contractor 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 Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**6.10 Governing Law and 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.

**6.11 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.

**6.12 Force Majeure.** The City and Contractor 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, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

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

**6.14 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.

**6.15 Amendment and Modification.** 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.

**6.16 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 Contractor, 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.

**6.17 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.

**6.18 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.

**6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor 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.

**6.20 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.

**6.21 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.

**6.22 Basic Safeguarding of Contractor Information Systems.** Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor'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).

**6.23 Survivability.** The terms of this Agreement, which by their nature one would reasonably intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, indemnification, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

**6.24 Insurance: A.** The Contractor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:

1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

**6.25 Time.** Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued mutual cooperation.

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*The remainder of this page is left intentionally blank*

## SIGNATURE PAGE

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

**CITY OF BURLESON:**

By:_____
Tommy Ludwig, City Manager

Date: _____

**BURLESON AREA CHAMBER OF COMMERCE**

By: _____
Melissa Miller, President

Date: 9/3/25

**APPROVED AS TO FORM:**

By:_____
City Attorney

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By:

Name: _____
Title: Board President

Date:_____

**Exhibit A**

## SCOPE OF SERVICES

**Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

**Tourism**

Contractor shall conduct two (2) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride and The Full Circle Women's Conference.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

## City Council Regular Meeting

**DEPARTMENT:** **Development Services**

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

**MEETING:** **October 20, 2025**

**SUBJECT:**

Consider and take possible action on a minute order ratifying the 4A Economic Development Corporation Board's action taken on the contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71. (Project DV2201)*(Staff Contact: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer)*

**STRATEGIC PRIORITY AND GOAL(S):**

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.2 Promote sustainable residential and commercial development through strategic and long-term planning<br>2.3 Enhance connectivity and improve mobility<br>2.4 Implement the city's Capital Improvement Program |

**SUMMARY:**

In accordance with Texas Local Government Code Chapter 252, the City issued ITB No. 2025-016 for Hooper Business Park Drainage & Improvements. The solicitation was advertised on August 13 and August 20, 2025, and posted on the City's electronic bidding platform, Bonfire, from August 13 through September 11, 2025. The opportunity was distributed to 199 vendors across six relevant commodity codes in Bonfire, with 88 vendors downloading project documents. The city received six proposals, with SYB Construction Co., Inc. being the lowest and most responsible bidder.

The project includes the construction of two retention ponds for stormwater control as required by the city's ordinances. Additionally, CR 21019 will be realigned for a more direct connection to Lakewood Drive. As part of the project, a 12-inch JCSUD water line will also be relocated.

The design included landscape and irrigation plans, which will be included in the Lakewood Drive Landscape and Irrigation bid in the future.

**RECOMMENDATION:**

Approve a contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71.

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

Design funding was approved in October 2022 and amended in July 2023 to include a detailed drainage study and realignment of CR 1019.

**REFERENCE:**

NA

**FISCAL IMPACT:**

**Proposed Expenditure/Revenue:** $3,781,649.71
**Account Number(s):** 4403101-70020
**Fund:** 4A Economic Development Corporation
**Account Description:** 4A Bond Construction
**Procurement Method:** Bid

**STAFF CONTACT:**

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

# Hooper Business Park Drainage and Paving Improvements

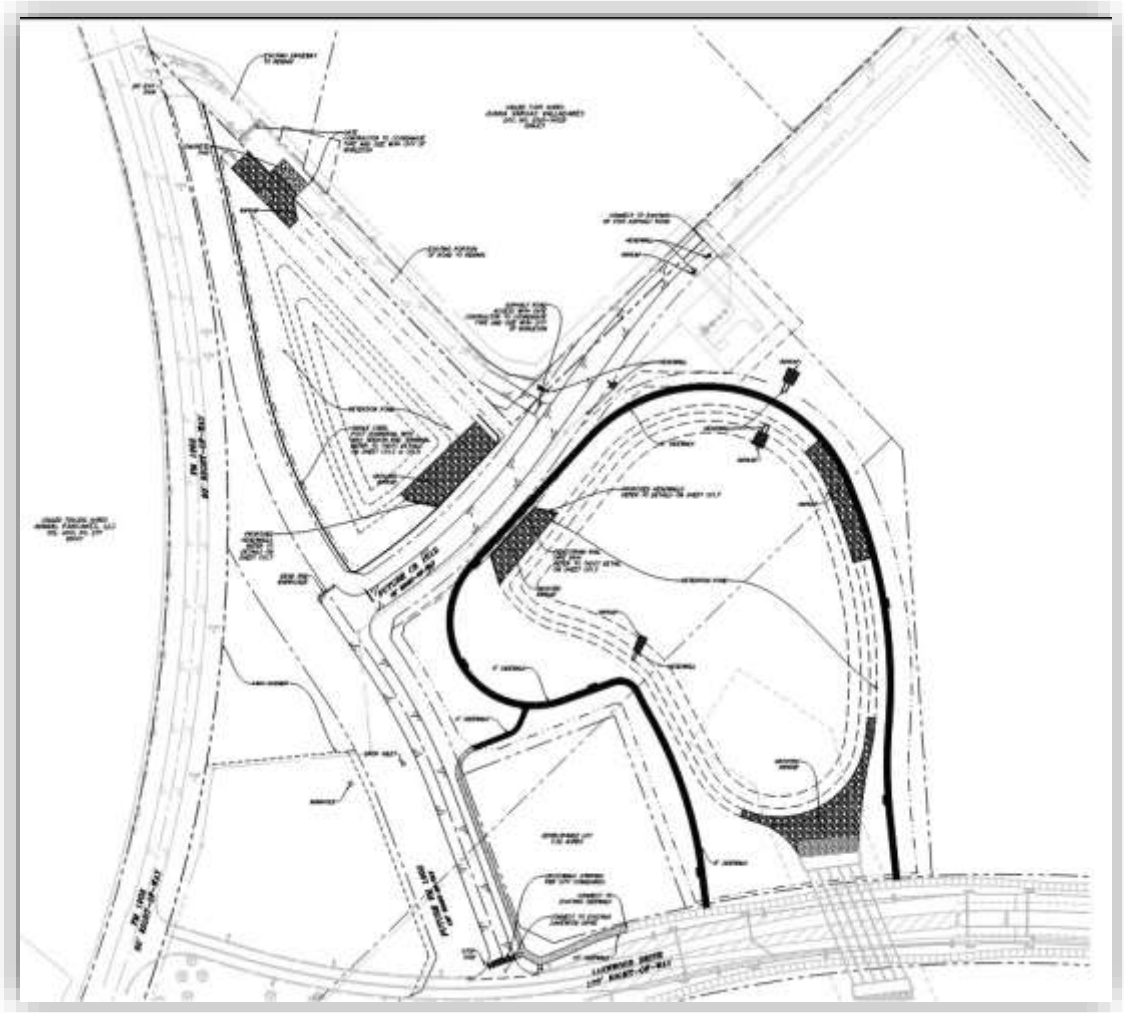
4A Economic Development Corporation

Award of Bid

October 20, 2025



# Project Background



- Design funding approved in October 2022 and amended in July 2023 to include the re-alignment of CR 1019 and a detailed drainage study
- Right-of-Way and Easement acquisition is being finalized
  - Portion of existing CR 1019 acquired to accommodate drainage improvements and no longer needed with re-alignment of the roadway
  - Two drainage easements
- Construction of two retention ponds as part of the Hooper Business Park drainage improvements and re-alignment of CR 1019
- Relocation of a 12-inch JCSUD water line

# Construction Procurement

- Invitation to Bid issued April 13, 2025
- Bids opened September 11, 2025
- Six (6) submissions received

| Bidder | Amount |
|---|---|
| **SYB Construction CO, Inc** | **$3,437,863.37** |
| Forth Worth Civil Constructors | $4,196,900.13 |
| Klutz Construction, LLC | $4,316,811.16 |
| Jackson Construction, Ltd. | $4,743,626.10 |
| 2L Construction, LLC | $5,322,966.98 |
| Axis Contracting | $6,284,528.814 |




- Construction Contingency (10%): $343,786.34
- Recommended Award: $3,781,649.71
- Budgeted Resources: $6,500,000.00*

*Includes funds for landscape and irrigation to be included in the Lakewood Drive Landscape bid – estimated OPCC approximately $800,000

# Construction Timeline



# Action Requested

Consider and take possible action on a resolution approving a contract with SYB Construction CO., INC for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71. (Project DV2201)

# Questions/Discussion

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

**RESOLUTION 4A102025SYBCONSTRUCTION**

**A RESOLUTION OF THE OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF A CONTRACT BETWEEN THE CITY OF BURLESON AND SYB CONSTRUCTION CO., INC. FOR CONSTRUCTION SERVICES ON THE HOOPER BUSINESS PARK DRAINAGE AND PAVING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO FUND THE CONTRACT WITH FUNDS FROM THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.**

**WHEREAS,** the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

**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, R.A. Development, Ltd. ("Developer"), the Type A Corporation, and other parties entered into that certain Chapter 380 and Economic Development and Performance Agreement for the development of Chisholm Summit and Hooper Business Park (the "Agreement"); and

**WHEREAS,** in the Agreement, the Board of the Type A Corporation found that the public improvements contemplated in this Agreement will allow the Type A Corporation to develop and market a national/regional office park located on the northern edge of Chisholm Summit known as the Hooper Business Park; and

**WHEREAS,** the tract of land known as the Hooper Business Park requires specific drainage and paving improvements; and

**WHEREAS,** the proposed agreement between the City and SYB Construction Co., Inc., will make necessary drainage and site improvements to the Hooper Business Park (the "Agreement"); and

**WHEREAS**, the Board of the Type A Corporation finds that the expenditures contemplated in the Agreement to be funded by the Type A Corporation constitute and/or in furtherance of a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

**WHEREAS,** the Type A Corporation desires the City approve this action; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC**

**DEVELOPMENT CORPORATION BOARD OF DIRECTORS, THAT:**

**Section 1**

The Type A Corporation hereby recommends approval of the Agreement between the City and SYB Construction Co., Inc., for construction services on the Hooper Business Park drainage and paving improvements.

**Section 2**

If the City approves the Agreement, the City Manager is authorized to pay for costs actually incurred under the Agreement.

**Section 3**

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

**Section 4**

The Type A Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and action of the Type A Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

**PASSED, APPROVED, AND SO RESOLVED** by the Board of Directors of the Burleson 4A Economic Development Corporation on the___day of_____, 20___.

_____
Dan McClendon, Board President
Burleson 4A Economic Development Corporation

ATTEST:

_____
Amanda Campos, Secretary

# City Council Regular Meeting

**DEPARTMENT:** **Capital Engineering**

**FROM:** **Randy Morrison, P.E., Director of Capital Engineering**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a minute order ratifying an Economic Development Corporation (Type A) amendment to Resolution 4A081825AnnualBudget by amending the 5-year Capital Improvement Plan of the 4A Economic Development Corporation for Fiscal Year 2026- 2030. The amendment proposes an increase to the total plan budget in the amount of $6,000,000. *(Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.4 Implement the city's Capital Improvement Program |

## SUMMARY:

The 4A Corporation approved their annual budget on August 18, 2025 via Resolution 4A081825AnnualBudget. On September 2, 2025, the Council ratified the 4A budget. On September 8, 2025 the Council approved the final reading of the City's FY 2026-2030 annual budget and capital improvement plan (CIP). Since adopting the budget, staff has prepared recommended updates to the CIP for Board approval.

## RECOMMENDATION:

Staff recommends approval of the minute order ratifying the 4A Corporation action.

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

The 4A Corporation approved their annual budget on August 18, 2025 via Resolution 4A081825AnnualBudget.

On September 2, 2025, the Council ratified the 4A budget.

On September 8, 2025, the Council approved the final reading of the City's FY 2026-2030 annual budget with the five-year Capital Improvement Plan (CIP).

On October 20, 2025, the 4A Corporation adopted a resolution to amend the City's FY 2026-2030 CIP.

**REFERENCE:**

Resolution 4A081825AnnualBudget

**FISCAL IMPACT:**

| Fund | Fiscal Year 2025-2026 CIP Impact |
|---|---|
| Land Block | 6,000,000 |
| **Total Impact** | **6,000,000** |

**STAFF CONTACT:**

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

# FY 2026-2030 4A CIP Amendment Minute Order

PRESENTED TO CITY COUNCIL ON

OCTOBER 20,2025

# 4A Updates

August 18, 2025 4A Corp Approved FY26 Annual Budget

September 2, 2025 City Council Ratified the 4A Budget

September 8, 2025 City Council FY26 Annual Budget and 5-YR CIP

# Proposed 4A CIP Update
# FY26 – FY30

# 4A CIP FY26-30

| Project # | 4A Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| ST2301 | Alsbury Blvd | $4,001,277 | | $5,000,000 | $5,000,000 | | | $10,000,000 |
| DV2302 | Lakewood Drive Extension | $1,311,915 | | $4,000,000 | | | | $4,000,000 |
| | Hooper Business Park Sign | | | $500,000 | | | | $500,000 |
| | Future Project | | | | $10,000,000 | | | $10,000,000 |
| | West Side Infrastructure | $500,000 | $5,000,000 | | | | | $5,000,000 |
| | Land Bank at HCP and I35W | | $6,000,000 | | | | | $6,000,000 |
| | **Total** | **$5,813,192** | **$11,000,000** | **$9,500,000** | **$15,000,000** | **$0** | **$0** | **$35,500,000** |

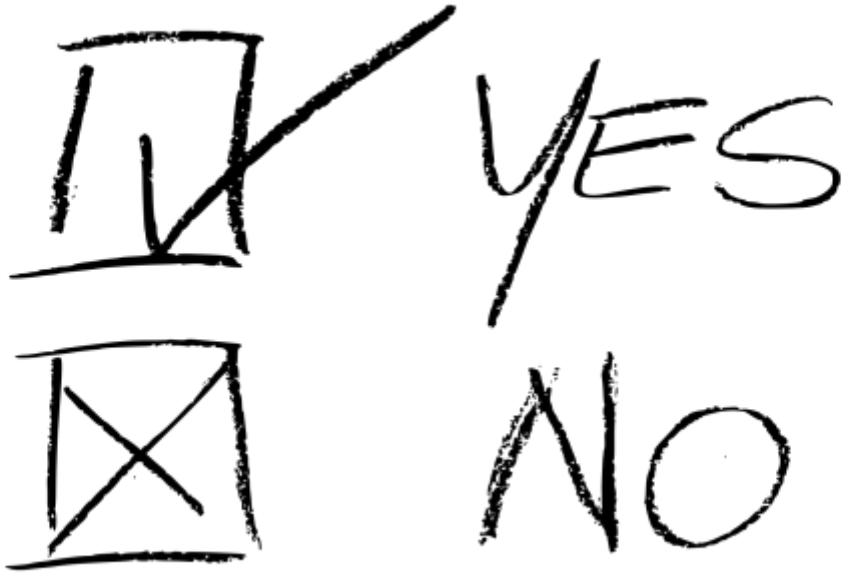
# FY26 Bond Issuance Project List

4A Bonds

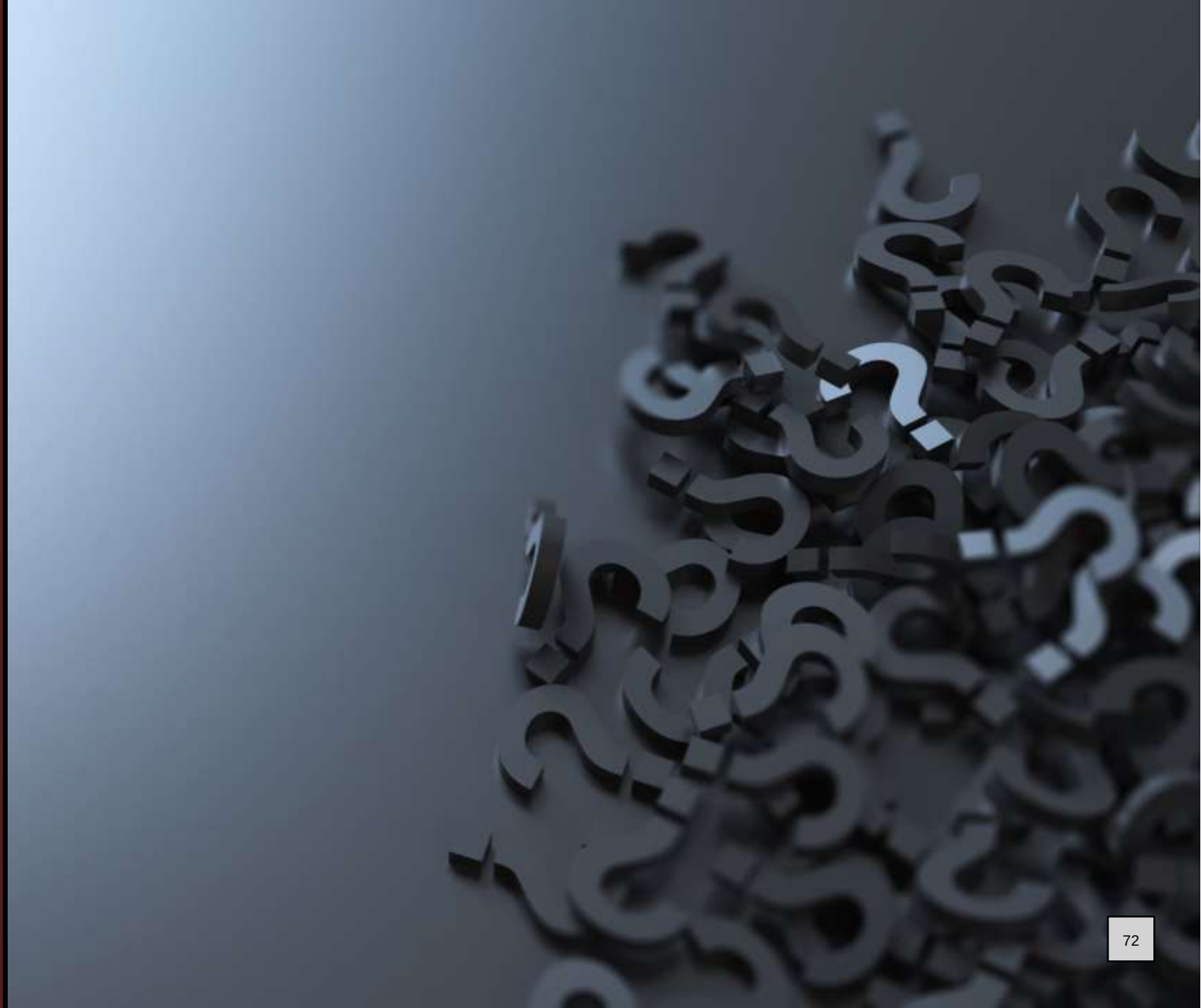
- West Side Infrastructure $5,000,000
- Land Bank at HCP and I35W $6,000,000

# Council Considerations

**Consider and take possible action on a Minute Order ratifying the action of the 4A Board regarding amending the 4A five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030.**



# Questions / Comments



**Burleson 4A Economic Development Corporation**
**RESOLUTION**

**WHEREAS,** the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979; and

**WHEREAS,** on August 18, 2025, the Board of Directors ("Board") of the Type A Corporation approved the budget for Fiscal Year 2025-2026 (the "Budget") 4A081825AnnualBudget including the 5-year Capital Improvement Plan (CIP); and

**WHEREAS,** the Board desires to amend the 5-year Capital Improvement Plan (CIP) of the 4A Economic Development Corporation for Fiscal Year 2026-2030, and finds the amendments to the CIP will further the purposes of the Type A Corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON ECONOMIC DEVELOPMENT CORPORATION THAT:**

**Section 1.**

The Type A Corporation approves the amendments to the five-year Capital Improvement Plan for Fiscal Year 2026-2030 attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

**Section 2.**

The Type A Corporation respectfully requests that the City Council ratify this resolution.

PASSED, APPROVED, AND DULY RESOLVED by the Board, on the _____ day of _____, 2025.

SIGNED:

_____
President of Type A Corporation

ATTEST:

_____
Secretary of the Type A Corporation

Attachments:
Exhibit A

EXHIBIT A
RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PLAN FOR FY 2026-2030

## 4A CIP FY26-30

| Project # | 4A Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| ST2301 | Alsbury Blvd | $4,001,277 | | $5,000,000 | $5,000,000 | | | $10,000,000 |
| DV2302 | Lakewood Drive Extension | $1,311,915 | | $4,000,000 | | | | $4,000,000 |
| | Hooper Business Park Sign | | | $500,000 | | | | $500,000 |
| | Future Project | | | | $10,000,000 | | | $10,000,000 |
| | West Side Infrastructure | $500,000 | $5,000,000 | | | | | $5,000,000 |
| | Land Bank at HCP and I35W | | $6,000,000 | | | | | $6,000,000 |
| | Total | $5,813,192 | $11,000,000 | $9,500,000 | $15,000,000 | $0 | $0 | $35,500,000 |

# City Council Regular Meeting

**DEPARTMENT:** **Finance**

**FROM:** **Kevin Hennessey, Interim Director of Finance**

**MEETING:** **October 20, 2025**

---

**SUBJECT:**

Consider and take possible action on a minute order ratifying an Economic Development Corporation (Type A) resolution declaring the intention to reimburse an amount not to exceed $6,750,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

**STRATEGIC PRIORITY AND GOAL(S):**

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

**SUMMARY:**

On September 8, 2025, the Council approved the final reading of the City's FY 2025-2026 annual budget and capital improvement plan (CIP). The approved budget includes the City's capital improvement plan. 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 bonds to be issued at a future date.

**RECOMMENDATION:**

Staff recommends approval of the resolution.

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

August 18, the 4A Board approved the budget and Capital Improvement Plan.

September 8, 2025, the City Council approved the second reading of the City's FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

October 20th the 4A Board approved a reimbursement resolution declaring the intention to reimburse an amount not to exceed $6,750,000 for certain capital expenditures.

**REFERENCE:**

CSO#5910-09-2025

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Kevin Hennessey
Interim Director of Finance
khennessey@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

# Reimbursement Resolution

*PRESENTED TO THE COUNCIL ON*

*OCTOBER 20,2025*

# Reimbursement Resolution



Provides project funding prior to issuing the bonds not to exceed $6,750,000



City anticipates issuing bonds during August 2026



The resolution is not an authorization to issue bonds

# Use of the Resolution

- Council approved the FY25/26 Budget and five-year capital improvement plan on September 8, 2025
- On October 20, 2025, an amended capital improvement plan will appear on the same agenda as this item for consideration by the Council for approval.

# 4A CIP FY26-30

| Project # | 4A Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| ST2301 | Alsbury Blvd | $4,001,277 | | $5,000,000 | $5,000,000 | | | $10,000,000 |
| DV2302 | Lakewood Drive Extension | $1,311,915 | | $4,000,000 | | | | $4,000,000 |
| | Hooper Business Park Sign | | | $500,000 | | | | $500,000 |
| | Future Project | | | | $10,000,000 | | | $10,000,000 |
| | West Side Infrastructure | $500,000 | $5,000,000 | | | | | $5,000,000 |
| | Land Bank at HCP and I35W | | $6,000,000 | | | | | $6,000,000 |
| | **Total** | **$5,813,192** | **$11,000,000** | **$9,500,000** | **$15,000,000** | **$0** | **$0** | **$35,500,000** |

# FY26 Bond Issuance Project List

4A Bonds

- West Side Infrastructure $5,000,000
- Land Bank at HCP and I35W $6,000,000

# Options



Approve as presented or with modifications



Deny request

# QUESTIONS/COMMENTS

## RESOLUTION

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED $6,750,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

**WHEREAS,** the Burleson 4A Economic Development Corporation (the "Type A Corporation") was incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979; and

**WHEREAS,** the Type A Corporation 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 taxable or tax-exempt obligations by the Type A Corporation in connection with the financing of the Project from available funds; and

**WHEREAS,** the Type A Corporation finds, considers, and declares that the reimbursement of the Type A Corporation for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Type A Corporation 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 BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION THAT:**

**Section 1.** The Type A Corporation reasonably expects it will incur debt, as one or more series of taxable or tax-exempt obligations, for the purpose of financing the Project with the reimbursements to the Type A Corporation for the payment of costs of the Project in an aggregate amount not to exceed $6,750,000.

**Section 2.** All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Type A Corporation 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 3.** 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 20TH DAY OF OCTOBER, 2025.**

SIGNED:

_____

President of the Type A Corporation

ATTEST:

_____

Secretary of the Type A Corporation (Seal)

## EXHIBIT A

The projects to be financed that are the subject of this Statement are:

Acquisition of land and capital improvements thereto as specified in the Type A Corporation's capital improvement plan.

# City Council Regular Meeting

**DEPARTMENT:** **Finance**

**FROM:** **Kevin Hennessey, Interim Director of Finance**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a minute order ratifying a Community Service Development Corporation (Type B) resolution amending the corporation's operating budget (Resolution 4B081825AnnualBudget) for Fiscal Year 2025-2026 and the 5-Year Capital Improvement Plan of the corporation for Fiscal Years 2026–2030. The amendment proposes an increase to the operating budget in the amount of $2,914,620 and a reduction to the Capital Improvement Plan in the amount of $444,087. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

## STRATEGIC PRIORITY AND GOAL(S):

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

## SUMMARY:

The 4B Corporation approved their annual budget of August 18, 2025 via Resolution 4B081825AnnualBudget. On September 8, 2025, the Council ratified the 4B budget and approved the final reading of the City's FY 2025-2026 annual budget and capital improvement plan (CIP).

## RECOMMENDATION:

Approve the minute order ratifying the 4B Corporation action.

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

August 18, the 4B Board approved the budget and Capital Improvement Plan.

September 8, 2025, the City Council approved the second reading of the City's FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

October 20, the 4B board approved a budget amendment.

**REFERENCE:**

CSO#5910-09-2025

**FISCAL IMPACT:**

| Fund | Fiscal Year 2025-2026 Impact |
|---|---|
| Chisenhall Sports Complex Fund | 1,947,124 |
| 4B Fund | 967,496 |
| **Total Impact** | **2,914,620** |

| Fund | Fiscal Year 2025-2026 CIP Impact |
|---|---|
| Dry Sauna BRiCk | -444,087 |
| **Total Impact** | **-444,087** |

**STAFF CONTACT:**

Kevin Hennessey
Interim Director of Finance
KHennessey@burlesontx.com
817-426-9648

# Fiscal Year 2025-2026 Mid-Year Budget Amendment

PRESENTED TO COUNCIL ON

OCTOBER 20,2025

# Overview



Total Fiscal Impact of the Budget Amendment



Purpose of the Budget Amendment by Fund



Fiscal Impact of the Budget Amendment by Fund



CIP Update

# SFC Pro Forma

| Revenue | Year 1 |
|---|---|
| Outdoor Rental Baseball/Softball Tournament | $225,500 |
| Outdoor Field Rental | $105,773 |
| Gate Fees | $102,900 |
| Food & Beverage | $447,140 |
| Hotel Rebates | $72,797 |
| Retail | $25,518 |
| **Total Revenue** | **$979,628** |
| | |
| **Total Expenses** | **$1,947,124** |
| | |
| **Net** | **($967,496)** |

# Fiscal Impact of the Budget Amendment

| Fund | Fiscal Year 2025-2026 Impact |
|---|---|
| Chisenhall Sports Complex Fund | 1,947,124 |
| 4B Fund | 967,496 |
| **Total Impact** | **2,914,620** |

# Chisenhall Sports Complex Fund (New)

Facility Set Up Costs - $237,740

One Time Set Up Costs - $200,000

Cost of Goods Sold - $357,972

Operating Expenses - $1,151,412

# Chisenhall Sports Complex Fund (New)

| Department | Account | Proposed Amount | Description |
|---|---|---|---|
| Athletic Fields | Minor Tools & Equipment | 63,740 | Facility Set Up Costs |
| Athletic Fields | Capital Furniture & Equipment | 174,000 | Facility Set Up Costs: mowers, aerators, top dressors, utility vehicles |
| Athletic Fields | Other Professional Services | 155,000 | One Time Set Up Costs |
| Athletic Fields | Capital Furniture & Equipment | 45,000 | One Time Set Up Costs: Golf Carts |
| Athletic Fields | Cost of Sale | 357,972 | Total Cost of Goods Sold |
| Athletic Fields | Salaries | 365,000 | Operating Expenses |
| Athletic Fields | Benefits | 123,537 | Operating Expenses |
| Athletic Fields | Other Professional Services | 662,875 | Operating Expenses |
| | **Total Expenditure Budget Amendment** | **1,947,124** | |

# 4B Fund

Transfer out to Chisenhall Sports Complex Fund

# 4B Fund

| Department | Account | Proposed Amount | Description |
|---|---|---|---|
| Athletic Fields | Transfer to | 967,496 | Fund subsidy |
| | **Total Expenditure Budget Amendment** | **967,496** | |

# Proposed 4B CIP Update
# FY26 – FY30

# 4B CIP FY26-30

| 4B Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|
| Warren Park-Study | | $75,075 | | | | | $75,075 |
| Mistletoe Hill - Bathroom Addition | | | $163,375 | | | | $163,375 |
| Green Ribbon | $90,000 | $120,750 | | | | | $120,750 |
| ~~BRiCk - Dry Sauna~~ | | ~~$444,087~~ | | | | | $0 |
| Russell Farm - Domestic Water | | $21,000 | | | | | $21,000 |
| Russell Farm - Bathroom at Chesapeake Building | | $75,448 | | | | | $75,448 |
| Russell Farm - Master Plan | | $32,051 | | | | | $32,051 |
| Golf - Fence | | $262,500 | | | | | $262,500 |
| Golf - Additional Well | | $183,750 | | | | | $183,750 |
| Bailey Lake - New Playground | | | $523,687 | | | | $523,687 |
| Mistletoe Hill | | | $614,250 | | | | $614,250 |
| Golf - Pond Renovation | | | $99,419 | | | | $99,419 |
| New Community Park - Playground | | | | $787,500 | | | $787,500 |
| Bartlett - Playground Replacement | | | | $441,000 | | | $441,000 |
| Heberle - Park Improvements | | | | $352,800 | | | $352,800 |
| Elk Ridge Park - Bathroom Addition | | | | $170,336 | | | $170,336 |
| Golf - Greens Resurface | | | | $460,156 | | | $460,156 |
| Chisenhall - Playground Replacement | | | | | $546,000 | | $546,000 |
| Warren Park - Park Improvements | | | | | $1,312,500 | | $1,312,500 |
| Bailey Lake - Low Water Crossing | | | | | $231,000 | | $231,000 |
| BRiCk Roof Replacement | | | | | $1,260,000 | | $1,260,000 |
| Claudia's Playground - Bathroom Addition | | | | | | $180,556 | $180,556 |
| **Total** | **$90,000** | **$770,574** | **$1,400,731** | **$2,211,792** | **$3,349,500** | **$180,556** | **$7,913,153** |

# FY26 Bond Issuance Project List

4B Bonds

- Warren Park-Study - $75,075
- Green Ribbon - $120,750
- Russell Farm – Domestic Water - $21,000
- Russell Farm – Bathroom at Chesapeake Building - $75,448
- Russell Farm – Master Plan - $32,051
- Golf - Fence - $262,500
- Golf – Additional Well - $183,750

# Recommendation / Action Requested

Move to approve a minute order ratifying a Community Service Development Corporation (Type B) resolution amending the corporation's operating budget (Resolution 4B081825AnnualBudget) for Fiscal Year 2025-2026 and the 5-Year Capital Improvement Plan of the corporation for Fiscal Years 2026–2030. The amendment proposes an increase to the operating budget in the amount of $2,914,620 and a reduction to the Capital Improvement Plan in the amount of $444,087.

# Questions / Comments



Burleson Community Service Development Corporation
**Resolution 4B081825AnnualBudget**

**WHEREAS,** the Burleson Community Service Development Corporation, known as the "Type B Corporation", was incorporated and certified in June 1993 under the authorization of the Development Corporation Act of 1979; and

**WHERAS,** on August 18, 2025, the Board of Directors of the Type B Corporation ("Board") approved a budget for Fiscal Year 2025-2026 in approving Resolution 4B081825AnnualBudget (the "Budget"); and

**WHEREAS,** the City Council of the City of Burleson later ratified the Type B Corporation's action to approve the Budget; and

**WHEREAS,** the Board of Directors of the Type B Corporation ("Board") has reviewed a proposed amendment to the Budget attached hereto as Exhibit A and incorporated herein by reference for all purposes (the "Amended Budget"); and

**WHEREAS,** the Board finds that the Amended Budget sets forth the use of tax proceeds for the upcoming fiscal year, which includes promotional expenses, administrative expenses and other expenses that are incident to placing projects of the Type B Corporation into operation, costs of projects of the Type B Corporation, including payments of bonds or other obligations, and maintenance and operating expenses of projects of the Type B Corporation previously approved at an election; and

**WHEREAS,** the Board desires to amend Type B Corporation's 5 year capital improvement plan; and

**WHEREAS,** the Board finds that the use of the tax proceeds as described in the Amended Budget meets the requirements of Sections 501.152 and 505.103 and Subchapter G of Chapter 505 of the Texas Local Government Code, specifically Sections 505.302 and 505.303; and

**WHEREAS,** the Board desires to approve the Amended Budget, and finds the Amended Budget will further the purposes of the Type B Corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON COMMUNITY SERVICE DEVELOPMENT CORPORATION THAT:**

**Section 1**

The Amended Budget is hereby adopted; and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases, and other expenditures as proposed in the Amended Budget.

**Section 2**

In addition to those amounts set forth in Resolution 4B081825AnnualBudget, the Type B Corporation authorizes the transfer or expenditure of $967,496 in Type B sales tax revenue in FY 2025-2026 for the following purposes set forth in the Amended Budget. Additionally, the 5 Year Capital Improvement Plan of the Type B Corporation is amended as provided on Exhibit “B,” attached hereto and incorporated herein by reference for all purposes.

**Section 3**

The Type B Corporation respectfully requests that the City Council ratify this resolution.

**Section 4**

The Secretary of the Type B Corporation is hereby directed to publish notice of this action following ratification by the City Council as required by law.

Passed and Approved and **SO RESOLVED** this_____day of_____, 20_____.

| | |
|---|---|
| Signed: | Attest: |
| _____ | _____ |
| President of Type B Corporation | Secretary of the Type B Corporation |

# Exhibit “A”

| Department | Account | Proposed Amount | Description |
|---|---|---|---|
| Athletic Fields | Transfer to | 967,496 | Fund subsidy |
| | **Total Expenditure Budget Amendment** | **967,496** | |

Exhibit “B”

| 4B Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|
| Warren Park Study | | $75,075 | | | | | $75,075 |
| Mistletoe Hill - Bathroom Addition | | | $163,375 | | | | $163,375 |
| Green Ribbon | $90,000 | $120,750 | | | | | $120,750 |
| ~~BRICK - Dry Sewer~~ | | ~~$444,087~~ | | | | | $0 |
| Russell Farm - Domestic Water | | $21,000 | | | | | $21,000 |
| Russell Farm - Bathroom at Chesapeake Building | | $75,448 | | | | | $75,448 |
| Russell Farm - Master Plan | | $32,051 | | | | | $32,051 |
| Golf - Fence | | $262,500 | | | | | $262,500 |
| Golf - Additional Well | | $183,750 | | | | | $183,750 |
| Bailey Lake - New Playground | | | $523,687 | | | | $523,687 |
| Mistletoe Hill | | | $614,250 | | | | $614,250 |
| Golf - Pond Renovation | | | $99,419 | | | | $99,419 |
| New Community Park - Playground | | | | $787,500 | | | $787,500 |
| Bartlett - Playground Replacement | | | | $441,000 | | | $441,000 |
| Heberle - Park Improvements | | | | $352,800 | | | $352,800 |
| Elk Ridge Park - Bathroom Addition | | | | $170,336 | | | $170,336 |
| Golf - Greens Resurface | | | | $460,156 | | | $460,156 |
| Chisenhall - Playground Replacement | | | | | $546,000 | | $546,000 |
| Warren Park - Park Improvements | | | | | $1,312,500 | | $1,312,500 |
| Bailey Lake - Low Water Crossing | | | | | $231,000 | | $231,000 |
| BRICK Roof Replacement | | | | | $1,260,000 | | $1,260,000 |
| Claudia's Playground - Bathroom Addition | | | | | | $180,556 | $180,556 |
| **Total** | **$90,000** | **$770,574** | **$1,400,731** | **$2,211,792** | **$3,349,500** | **$180,556** | **$7,913,153** |

# Community Service Development Corporation (Type B)

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a resolution adopting the 2025 Parks and Recreation Master Plan. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Beautiful, Safe, & Vibrant Community** | 3.2.5 Parks Master Plan \| Parks Master Plan Completion \| We will complete the Parks Master Plan to guide strategic park development, enhance recreational amenities, and ensure long-term planning aligns with community needs. |

## SUMMARY:

The *Rooted in Burleson* Parks, Recreation, Trails, and Open Space Master Plan provides a strategic framework for guiding the development, enhancement, and stewardship of the City's parks, trails, open space, and recreational programs over the next 5+ years. The plan builds upon the successes of the 2019 plan and incorporates community feedback, stakeholder input, benchmarking analysis, and best practices to ensure the City continues to meet the needs of a growing and diverse population.

Since 2019, the City has invested approximately $30.89 million into the parks system, completed more than 20 park renovations, expanded trails, acquired land for a new community park, and secured multiple grants and awards recognizing innovation, environmental stewardship, and excellence in maintenance.

The plan is designed to:

- Enhance quality of life through thoughtful design and management of parks, trails, and recreation areas.

- Promote community well-being, connectivity, and healthy lifestyles.
- Preserve natural resources and support environmental stewardship.
- Contribute to Burleson's economic vitality.
- Diversify recreation programs to serve all ages, abilities, and interests.

Community & Stakeholder Engagement

- Online Survey (Apr–Sep 2024): 1,089 responses identified top priorities as trail development, preservation of open space, and maintenance of existing facilities.
- Program Preferences: Festivals/events, family programming, and fitness classes ranked highest.
- Facility Use: Bailey Lake, Mayor Vera Calvin Plaza, Warren Park, and Chisenhall Sports Complex most frequented.
- Stakeholder Interviews: Conducted December 2024, highlighting priorities for inclusivity, connectivity, environmental stewardship, safety, and diversification of recreation opportunities.

Goals & Strategic Framework

1. Elevate Park Quality – Develop underserved areas, update parkland dedication ordinance, and increase park access.
2. Strengthen Connectivity & Environmental Resilience – Expand trail networks, integrate trailheads, shade, lighting, and promote sustainable design.
3. Enhance Recreational Facility Opportunities – Improve aquatic, indoor, and outdoor facilities; adapt programming to trends.
4. Enrich Events & Programming – Broaden year-round events and address gaps for underrepresented groups.
5. Advance Hidden Creek Golf Course – Enhance facilities and create new revenue-generating opportunities.
6. Establish Russell Farm Art Center as a Cultural & Art Hub – Increase programming diversity and community engagement.

Key Findings

- Parkland Level of Service: 14.1 acres per 1,000 residents—above NRPA standard of 10.2 acres; population growth will require continued acquisition.
- Trail Level of Service: 1 mile per 1,952 residents—below NRPA standard; 16.6 additional miles needed to meet benchmarks.

- Funding Strategies: 4B funds, Park Performance Fund, General Fund revenues, grants, development fees, and municipal bonds identified for capital and operational needs.

Implementation

The plan outlines action items for each goal, with priority projects including:

- Inclusive playground upgrades
- Interactive fitness zones
- Trail lighting and connectivity improvements
- Greenway expansion
- Outdoor learning spaces and community gardens
- Public art installations

**RECOMMENDATION:**

Staff recommends approval of a resolution amending the five-year Capital Improvement Plan.

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

Park Board received the draft plan on August 21, 2025 and provided unanimous support as presented

Community Services Committee received the draft plan on September 3, 2025 and provided unanimous support as presented.

City Council received the draft plan on October 6, 2025. Feedback from council included: adding additional recommendations for a golf course master plan, additional emphasis on completing the 10-mile loop, clarification on the acquisition of parkland in the ETJ and removal of the sauna from the CIP attachment. These amendments have been incorporated into the final version for adoption.

Page 99 and 119 – added language about a Golf Course master plan – (I can add an action item if you think this would be better to highlight and show up.)

Page 95 and 146 – removed sauna

Page 66 – ETJ statement and correction

Page 116, 90 – added notation about trails

**REFERENCE:**

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

# ROOTED IN BURLESON

## PARKS, RECREATION AND OPEN SPACE MASTER PLAN

# CITY COUNCIL

# OCTOBER 20, 2025

STAFF CONTACT: **Jen Basham, CPRE**

# Content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Divisions

Mission, Vision, Values

Community Impact

What we heard

Current Inventory

Goals

Strategic Framework

Implementation

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# ACKNOWLEDGEMENTS


TThe City of Burleson extends its sincere gratitude to the many individuals, organizations, and community members who contributed their time, insight, and passion to the development of the 2025 Parks, Recreation, Trails, and Open Space Master Plan.

We thank the Burleson City Council, Parks Board, and City leadership for their vision, guidance, and commitment to enhancing the quality of life for all residents. Your leadership ensured that this plan reflects both the community's aspirations and the City's dedication to excellence.

Special appreciation goes to the stakeholders and partner organizations—including community leaders, youth sports associations, civic groups, businesses, and nonprofit partners—whose perspectives helped shape a plan that is both ambitious and achievable.

We are especially grateful to the residents of Burleson who shared their ideas, priorities, and hopes for the future through surveys, public meetings, and stakeholder interviews. Your voices were essential in creating a plan that reflects the heart of our community.

Finally, we recognize the dedication of the Parks and Recreation Department staff and the consultant team at Kimley-Horn for their expertise, collaboration, and tireless effort in bringing this plan to life.

This plan is truly a product of collective vision, and we look forward to working together to bring it from concept to reality.

The following individuals are recognized for their significant contributions to the preparation of the City of Burleson Parks, Recreation, Trails, and Open Space Master Plan.

## PARK AND RECREATION

**Jen Basham**, Director of Parks and Recreation
**Jessica Martinez**, Deputy Director of Parks
**Allison Smith**, Deputy Director of Recreation
**James Roberts**, Golf General Manager

## PARKS BOARD

**Shannan Sutter**, Place 1
**Addison Oscarson**, *Place 2*
**Miguel Angel Sanchez**, *Place 3*
**Christian Schott**, Place 4
**Lindsey Cobb**, Place 5
**Sherry Scott**, Place 6
**Matthew Quinn**, Place 7
**Tyler Knox**, Place 8
**Ashli Logan**, Place 9

## CITY COUNCIL

**Chris Fletcher**, Mayor
**Victoria Johnson**, Council Place 1
**Phil Anderson**, Council Place 2
**Alexa Boedeker**, Council Place 3
**Larry Scott**, Council Place 4
**Dan McClendon**, Council Place 5 & Mayor Pro Tem
**Adam Russell**, Council Place 6

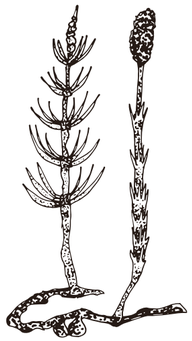
## CITY MANAGEMENT

**Tommy Ludwig**, City Manager
**Harlan Jefferson**, Deputy City Manager
**Eric Oscarson**, Deputy City Manager

## CONSULTANT TEAM

**Kimley-Horn, and Associates, Inc.**
**Katherine Utecht**, PLA, LI
**Amanda Hinton**
**Haley Carruthers**, AICP
**Adolfo Gonzalez**

THE CITY OF BURLESON TEXAS
Parks and Recreation

# INTRODUCTION

The 2025 Parks, Recreation, Trails, and Open Space Master Plan provides a comprehensive framework for developing, enhancing, and sustaining Burleson's park system over the next decade. Building on significant progress since the 2019 plan, it aligns community priorities, demographic trends, and operational goals to ensure that Burleson's parks, facilities, and programs remain vibrant, inclusive, and accessible for all residents.



**The 2019 Master Plan Identified Multiple Priorities.**
**The following have been accomplished since 2019**

·Identify and build a dog park –Bark Park
·Work on improving connectivity- Oak Valley South, Scott St Trailhead, MTB Trail Expansion
·Trail expansion and development-Village Creek Trail Design
·Upgrade amenities at Chisenhall Fields-Renovation of 15 fields to artificial turf infields, phase I parking expansion
·Acquire land for the community park-Acquired land and currently wrapping up design for phase I
·Create a Capital Improvement Plan-Completing Year 5
·Continue Renovating Existing Parks-Over 20 completed Renovations



# DIVISIONS

01 Admin, Marketing and Volunteers

02 The BRiCk

03 Russell Farm

04 Hidden Creek Golf Course



05 Parks

06 Athletics

07 Special Events

08 Programs

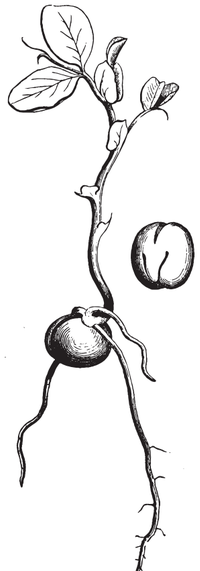
# MISSION, VISION VALUES

## Mission

The Burleson Parks and Recreation Department serves exceptional experiences to our community through quality public spaces, trails and recreational opportunities.

## Vision

To have a meaningful impact in the every day lives through parks and recreation.



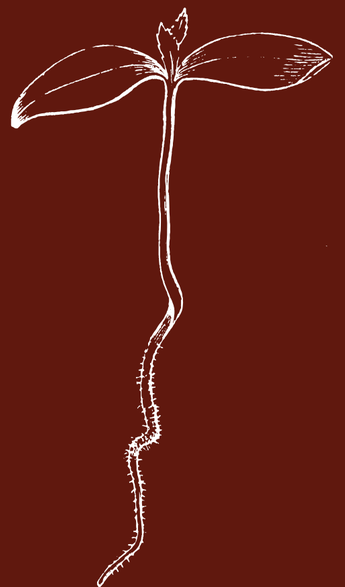
## Core values

**At the Burleson Parks and Recreation Department, our internal values shape the quality of life in our community. We foster transparency through vulnerability, create inclusive and accessible spaces by being mindful and intentional, and build strong connections through healthy, professional relationships. By holding ourselves accountable, staying passionate and energized, and leading with care and empathy, we earn trust, uphold high standards, and ensure every voice is heard—creating parks, programs, and experiences that connect, inspire, and enrich Burleson.**

| INPUT | OUTPUT |
|---|---|
| Vulnerability | Transparency |
| Mindful and Intentional | Inclusive and Accessible |
| Healthy, Professional Relationships | Building Connections |
| Accountable | Trustworthy |
| Passionate and Energized | High Quality Standards |
| Caring and Empathetic | Hearing the Voices of Our Community |

# INVESTMENT INTO OUR COMMUNITY

Over $30,000,000 in completed projects



- Bailey Lake Parking Lot Expansion and Lake Dredging
- Bartlett Soccer Complex Field Regrading
- BRiCk Remodel
- Burleson Bark Park
- Burleson Memorial Cemetery Expansion
- Burleson Splash Pad
- Cedar Ridge Playground
- Centennial Playground and Landscape Improvements
- Chisenhall Sports Complex Turf Infields and Parking Lot Expansion
- Cindy Park Playground
- Clark Park Playground and Parking Lot
- Claudia’s Playground
- Elk Ridge Playground
- FS16 Memorial Garden
- MTB Trail Signage-
- Oak Valley North Playground, Parking Lot Expansion and Restroom Addition
- Oak Valley South Trail Extension
- Oak Valley South Scott St Trailhead
- Prairie Timbers Pavilion, Playground and Drainage Improvements
- Park Annex
- Veteran’s Memorial Turf Conversion
- Warren Park Playground and Court Renovation
- Wakefield Park Playground
- Meadowcrest Park Playground and Pickleball Courts
- Willow Creek Park Low Water Crossing
- Hidden Creek Golf Course Bunkers
- Hidden Creek Golf Course Clubhouse Renovation
- Hidden Creek Golf Course Range Improvements
- Hidden Creek Golf Course Cart Replacements
- Green Ribbon Phase I
- Park Monument and Rule Signs
- Shannon Creek Nature Preserve Design
- Community Park Land Acquisition and Phase I Design

*this list does not include all supplemental projects completed over the past 5 years

# INVESTMENT INTO OUR COMMUNITY

- Relationships built and strengthened
  - Master Naturalists
  - Master Gardeners
  - Tarrant County Master Gardeners
  - Center for ASD
  - BISD Adult Transitions
  - Eagle Scouts
  - Girl Scouts
  - Burleson Heritage Foundation
  - Fort Worth Mountain Bike Association
  - Kids Around the World
  - Keep Burleson Beautiful
  - Burleson Blaze
  - Challenger Sports
  - Chamber of Commerce
  -
- Introduction of No Mow Areas
- Completion of Park Rules Signage
- Update of Park Development Fees
- Record breaking rounds and revenue at Hidden Creek Golf Course
- 100's of new programs offered
- Introduction of more than 20 new events
- Creation of the public art master plan and policy



# GRANTS AND AWARDS

From 2022-2025 multiple awards and grants were awarded to the city, along with various initiatives and programs implemented

**Grants**

- 2024 Phase 1 and 2025 Phase 2 Green Ribbon
- Texas A&M Forest Service Urban Forester and Tree Care Grants
- Gametime-Centennial Park

**Awards**

- 2023 TRAPS North Region – Excellence in Maintain Award
- 2024 and 2025 Southwest Park and Recreation Training Institute Innovation Award
- 2025 DFW Directors Association Environmental Stewardship Award
- Pride in our Parks Campaign
- Trees for Tomorrow Program

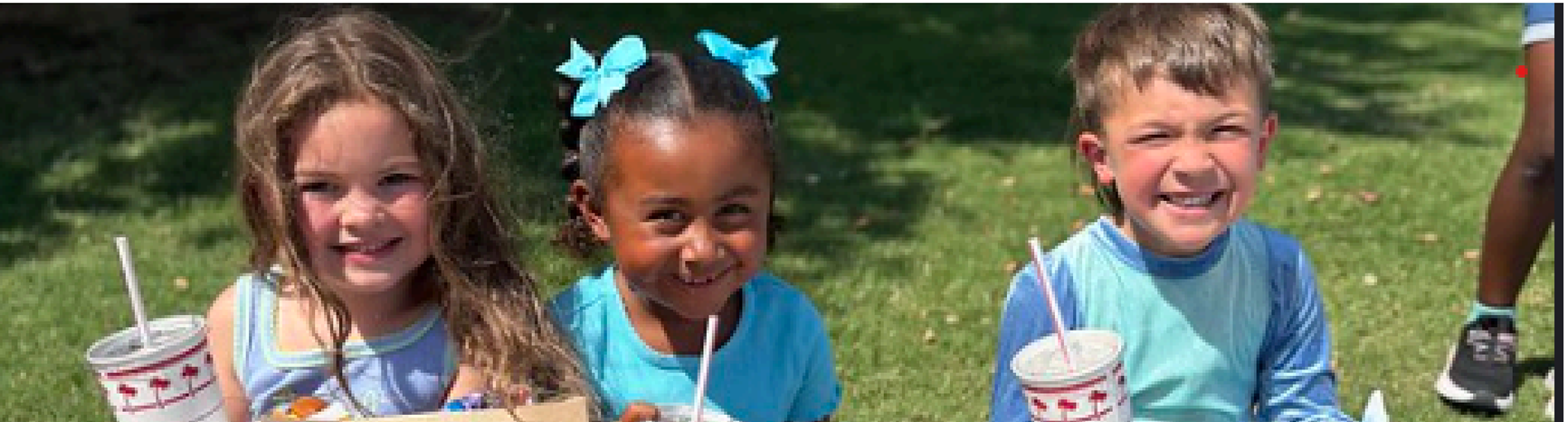














# WHAT WE HEARD

## Survey

•>1000 individuals gave feedback on existing conditions and current reactional options, their visions, top priorities, and desires for future park development within the city

•Respondents voted trails, preservation of open space, and maintenance of existing facilities as priority.

•Festivals, events, and family gathering opportunities were higher priority for programming throughout the community.

## Stakeholder Engagement

·Stakeholder interviews were conducted on December 2nd and 3rd, 2024.

·These stakeholders, representing strong ties to the community, local government, city council, park board representatives, etc. were asked a variety of questions about what a successful master plan looks like and their ideal visions for the city.

·Common topics found through feedback:

·Ways to improve the parks, trails, recreation, and open spaces throughout the city

·Inclusivity and diversification of recreational opportunities / Inclusive programming

·Connecting the city through a more seamless trail system

·Environmental stewardship and connection to nature

·Addressing safety concerns – signage, lighting, maintenance

·Healthy mix of active and passive recreational opportunities

·Burleson's current assets and successes

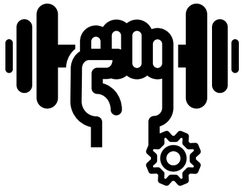
·Increase transparency, engagement, and communication with the community







# Major Themes and SWOT Analysis



**Strengths**
- Existing Infrastructure
- Community Involvement
- Positive Reputation
- Diverse Offerings



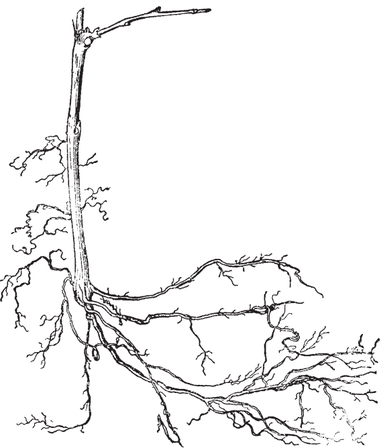
**Weaknesses**
- Funding and Grant Limitations
- Maintenance Issues
- Room to improve Access and Connectivity



**Opportunities**
- Community health initiatives
- Inclusivity initiatives
- Sustainability Projects
- Continued Development of Assets
- Sports Tourism



**Threats**
- Competing Interests
- Developer land acquisitions
- Growth Reluctance / Community Hesitation



# PARKS AND OPEN SPACE

## 777 Acres

Approximate amount of developed and undeveloped park land

## 5 Categories

Community, Neighborhood, Mini, Special Use and Undeveloped

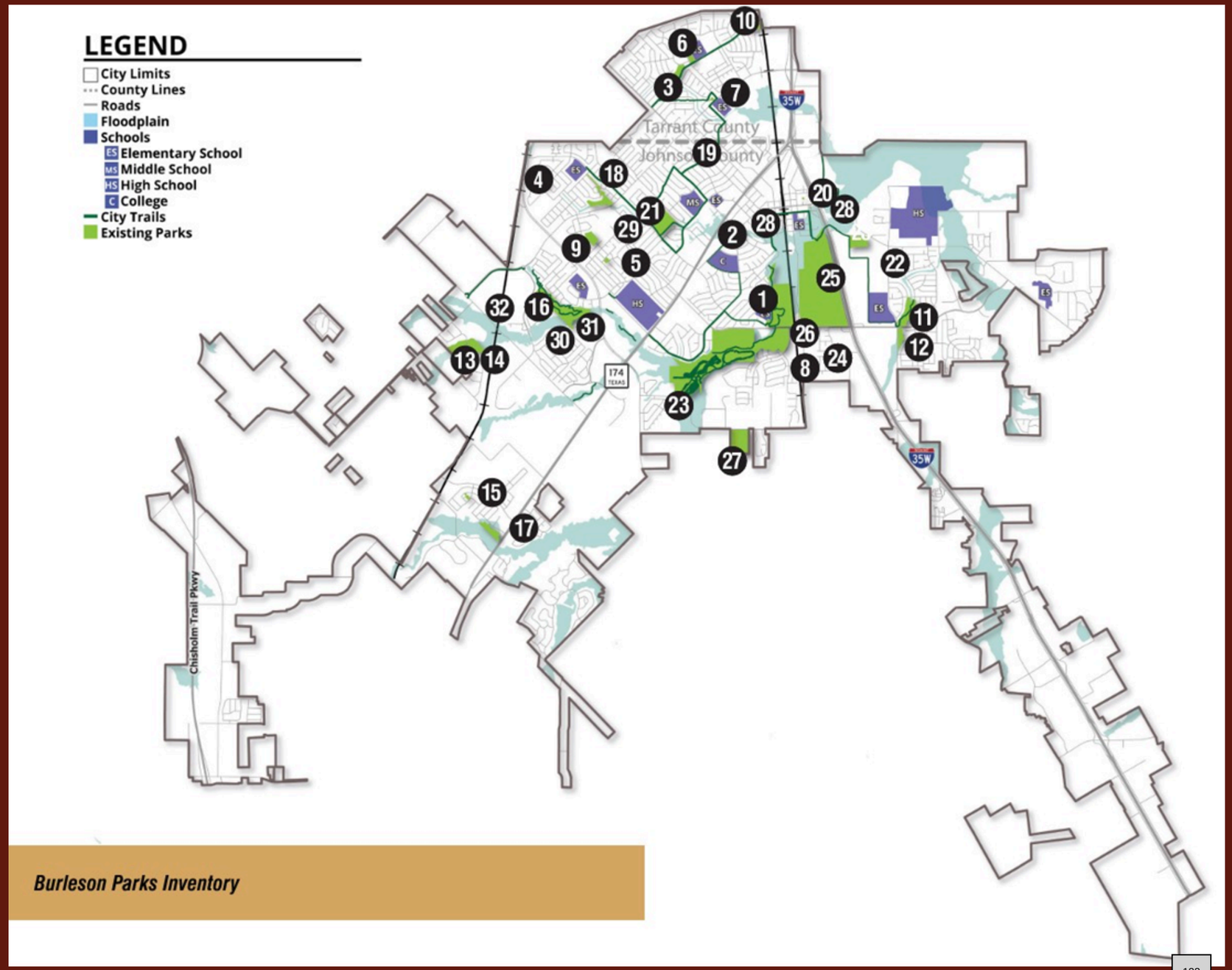
## Largest Parks

Chisenhall, Bailey Lake, Hidden Creek, Russell Farm, Bartlett

# PARKS

| Park # | Park Name |
|---|---|
| 1 | Bailey Lake Park |
| 2 | Warren Park |
| 3 | Centennial Park |
| 4 | Claudia's Playground |
| 5 | Elk Ridge Park |
| 6 | Hajek Park |
| 7 | Heberle Park |
| 8 | Hidden Vistas Park |
| 9 | Meadowcrest Park |
| 10 | Mistletoe Park |
| 11 | Oak Valley Park |
| 12 | Oak Valley Park - South |
| 13 | Prairie Timber Park |
| 14 | Prairie Timber Park - East |
| 15 | Robert Joseph Park |
| 16 | Wakefield Heights Park |
| 17 | Willow Creek Park |
| 18 | Cedar Ridge Park |
| 19 | Cindy Park |
| 20 | Clark Park |

| Park # | Park Name |
|---|---|
| 21 | Bartlett Park and Splash Pad |
| 22 | Burleson Bark Park |
| 23 | Chisenhall Sports Complex |
| 24 | Fire Station 16 Memorial Garden |
| 25 | Hidden Creek Golf Course |
| 26 | Hidden Creek Sports Complex |
| 27 | Russell Farm Art Center |
| 28 | Veterans Memorial Plaza |
| 29 | Cedar Ridge Park - East |
| 30 | Shannon Creek Park |
| 31 | Wakefield Heights Park - Open Space |
| 32 | Community Park |




*Burleson Parks Inventory*

# SYSTEM AND FACILITY RECOMMENDATIONS

- Burleson has 14.1 acres of parkland per 1,000 residents. Based on the 2023 population and the NRPA standard of 10.2 acres per 1,000 residents, Burleson has 203.7 acreage surplus – Population expected to increase to 125,527 by 2053.
- Burleson's current level of service (LOS) for trails is 1 trail mile per 1,952 residents. This current metric is below the NRPA national standard, meaning the city would need to further implement 16.6 miles of developed trail to meet the standard.
- Priority to continue increasing parkland and trail connections within the city to reach future LOS projections

| Burleson Existing and Future Parkland Level of Service | | | | | |
|---|---|---|---|---|---|
| Year | Population | Park Acreage | NRPA Standard | Existing LOS | Gap |
| 2025 | 55,144 | 777.06 | **10.2 acres** per 1,000 residents | **14.1 acres** per 1,000 residents | 214.6 acre surplus |
| 2053 | 125,527 | 777.06 | **7 acres** per 1,000 residents | **6.2 acres** per 1,000 residents | 98.6 acre deficit |

# TRAILS

- Approximately 36.49 developed trail miles in Burleson.
- 5.14 miles are classified as Shared Use Trails
- 16.56 miles are classified as Side Paths
- 10 miles are classified as Nature Trails.
- The following are common user groups that may utilize Burleson's trail system in varying capacities:
- Walkers
- Joggers/Runners
- Children and Senior Bicyclists
- Basic Bicyclists
- Advances Bicyclists



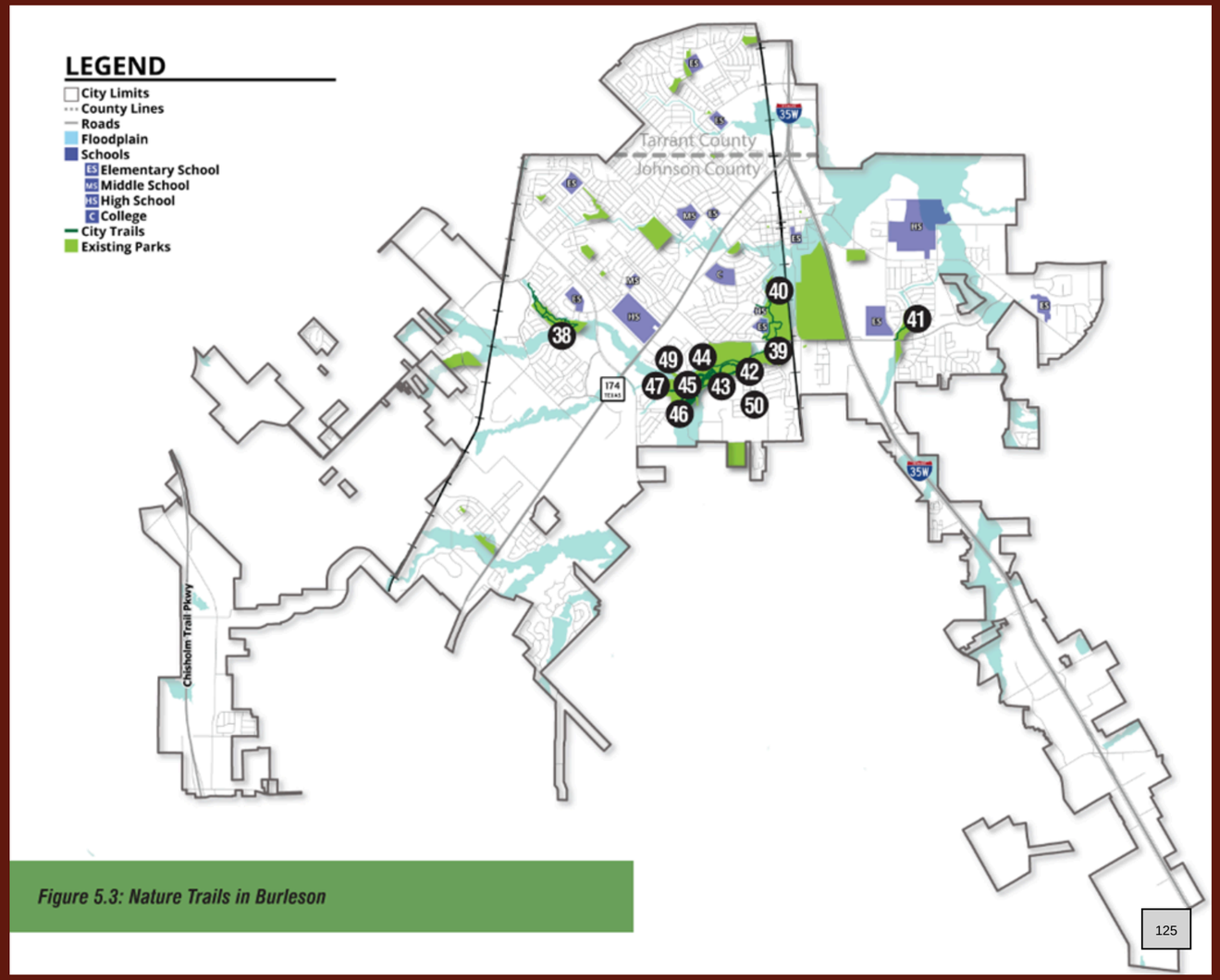



*Figure 5.3: Nature Trails in Burleson*

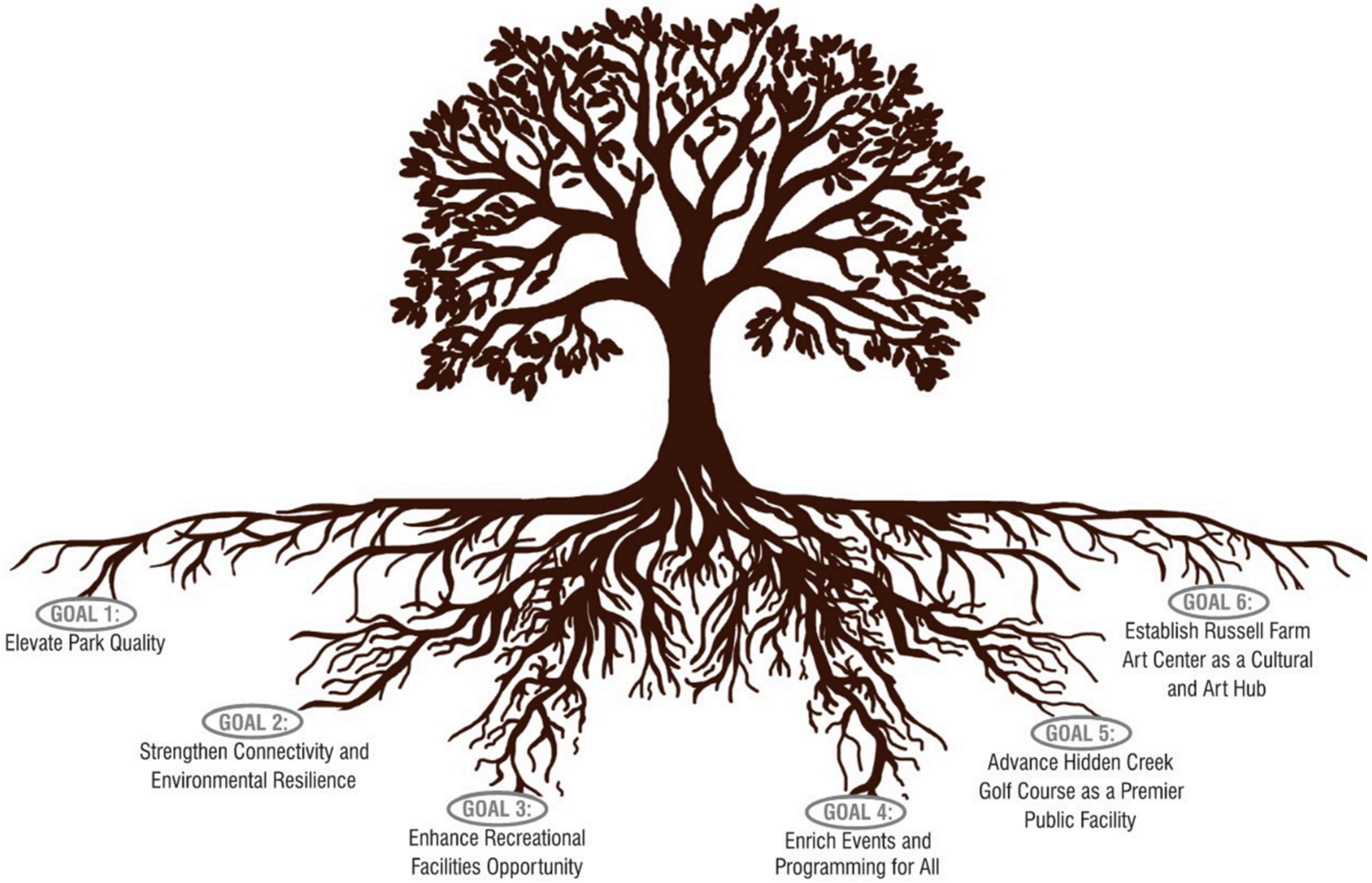
# RECREATION AND PROGRAMMING

Existing Inventory

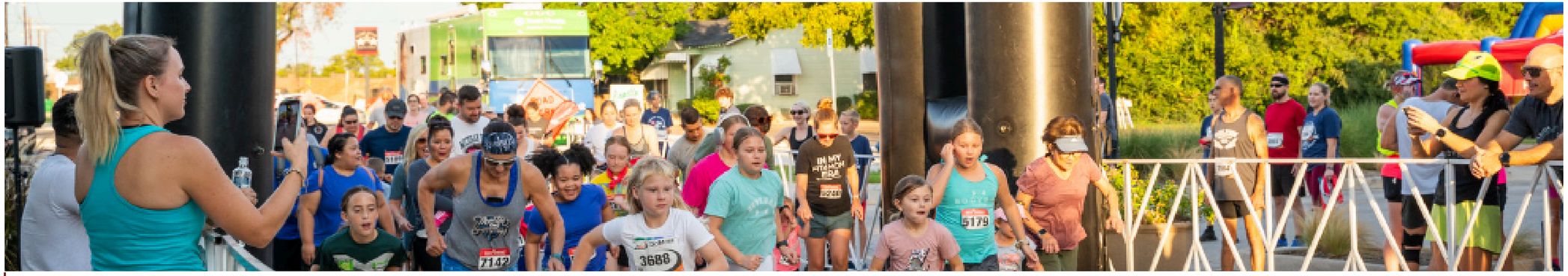
- Community Events
  - Annual events: Range from Dogs and Donuts to our multi-day festival Honey Tour
  - 38
  - Heritage and Cultural celebration events
- Programming and Services
  - Ranging from Summer Camp to Adult Athletics hosting over 101 programs annually
- The BRiCk
  - Approximately 65,000 square feet – Burleson's only comprehensive indoor facility
  - Offers a range of amenities, programs, outdoor and indoor activities, and multi-generational opportunities
  - Aquatics, Community Programs, Fitness, etc.
- Burleson Senior Center
  - Various indoor recreational amenities: language lessons, exercise programs, games, etc.
- Hidden Creek Golf Course
  - Full-scale, 18-hole course with bar-and-grill, lesson options, and more planned improvements
- Russell Farm Art Center
  - 30-acre Historic Farm and Art Center that hosts programs and events, options to create art, offers classes, etc.



# ROOTED IN BURLESON



# GOALS



- **ELEVATE PARK QUALITY**
- **STRENGTHEN CONNECTIVITY AND ENVIRONMENTAL RESILIENCE**
- **ENHANCE RECREATIONAL FACILITY OPPORTUNITIES**
- **ENRICH EVENTS AND PROGRAMMING FOR ALL**
- **ADVANCE HIDDEN CREEK GOLF COURSE AS A PREMIER PUBLIC FACILITY**
- **ESTABLISH RUSSELL FARM AS A CULTURAL AND ART HUB**

# STRATEGIC FRAMEWORK

**Goal 1: Elevate Park Quality**

•ACTION ITEM 1: Develop parkland in areas currently under served.
•ACTION ITEM 2: Actively plan and coordinate with the County for the acquisition and development of parks and open space in ETJ areas of the City.
•ACTION ITEM 3: Routinely review and update the parkland dedication ordinance to ensure that it reflects the true cost of acquiring and developing parks and ensure maintenance and operations increase with development.
•ACTION ITEM 4: Increase the percentage of residents that are within a 10-minute walk to a park to 75% by 2040.
•ACTION ITEM 5: Conduct specific park master plans for several parks in Burleson.

**Goal 2: Strengthen Connectivity and Environmental Resilience**

•ACTION ITEM 1: Partner with other departments to implement the improvements throughout the city of Burleson.
•ACTION ITEM 2: Provide multi-use trails and accessibility connections throughout the city and to surrounding cities or trails.
•ACTION ITEM 3: Integrate trailheads, shade, lighting, and water stations.
•ACTION ITEM 4: Promote sustainability and conservation by minimizing concrete trails where possible.
•ACTION ITEM 5: Implement regular environmental monitoring and Maintenance.

**Goal 3: Enhance Recreational Facilities Opportunity**

•ACTION ITEM 1: Improve and enhance aquatic, indoor recreation amenities, and outdoor recreation amenities.
•ACTION ITEM 2: Evaluate program offerings as demands and trends evolve.
•ACTION ITEM 3: Encourage placemaking in recreation facilities.










# STRATEGIC FRAMEWORK

**Goal 4: Enrich Events and Programming**
•ACTION ITEM 1: Plan out a variety of events throughout the entirety of the year that target a range of audiences and activities.
•ACTION ITEM 2: Identify gaps in programming and establish new programs to target underrepresented groups.

**Goal 5: Advance Hidden Creek Golf Course as a premier Public Facility**
•ACTION ITEM 1: Enhance current facilities to increase efficiency, use, and appeal.
•ACTION ITEM 2: Integrate more opportunities for play and generating revenue.

**Goal 6: Establish Russell Farm Art Center as a Cultural and Art Hub**
•ACTION ITEM 1: Engage with the broader community to enhance the presence of the farm.
•ACTION ITEM 2: Offer diverse programming and resources.









# FINANCIAL AND REVENUE STRATEGIES



- 4B
  - 70% of the department's annual operating budget
- Park Performance Fund (PPF)
  - Propriety funds generated from various community events/ groups
- General Funds Revenue
  - Primary source if funds; come from local taxes
- Grants
  - Departments may receive grants from the government, private foundations or non-profit organizations
- Development Fees
  - Fees charged to residential developers for the dedication and development of parks, last updated 2022, no need to update at this time
- Municipal Bonds
  - City may issue municipal bonds to raise funds for large-scale capital projects
  - Bonds to be repaid overtime through property taxes or other dedicated revenue streams



# Staffing

| Staffing Area | 2025 | 2035 | 2045 | Net Increase |
|---|---|---|---|---|
| Admin | 7.5 | 9 | 10 | 2.5 |
| BRiCk Admin | 7 | 8 | 9 | 2 |
| Aquatics & Rec | 126 | 128 | 128 | 2 |
| Park Maintenance | 23 | 27 | *32* | *9* |
| Athletics | 7 | 7 | 7 | 0 |
| Russell Farm | 2.5 | 4 | 4 | 1.5 |
| Hidden Creek Golf Course | 30 | 39 | 39 | 9 |
| Programs | 5 | 6 | 6 | 1 |
| Special Events | 4 | 5 | 5 | 1 |
| Total | 212 | 233 | 240 | 28 |

# IMPLEMENTATION

The city can work to implement the 6 goals noted throughout the Master Plan with help from Parks and Recreation, Planning, Development Services and Engineering, Capital Improvements, and other partnerships. Current action items range in estimated cost and may be funded through city bonds, grants, or private funding opportunities



**ELEVATE PARK QUALITY**

Conduct park specific master plans
Incorporate all-inclusive play structures
Improve wayfinding signage
Implement low-impact design and maintenance strategies

**STRENGTHEN CONNECTIVY AND ENVIRONMENTAL RESILIENCE**

Green way Expansion for Enhanced Connectivity
Creation of Outdoor Learning Spaces
Community Gardens for Sustainable Living
Ecological restoration Initiatives

**ENHANCE RECREATIONAL FACILITY OPPORTUNITIES**

Improve and enhance aquatic and indoor recreation amenities
Evaluate programs and offerings as demands and trends evolve
Encourage placemaking within recreation facilities

**ENRICH PROGRAMS AND EVENTS FOR ALL**

Plan and implement a variety of events
Identify gaps in programming and establish new programs

**ADVANCE HIDDEN CREEK GOLF COURSE AS A PREMIER PUBLIC FACILITY**

Enhance current facilities to increase efficiency, use and appeal
Integrate more opportunities for play and generating revenue

**ESTABLISH RUSSELL FARM AS AN ART AND CULTURE HUB**

Engage with the broader community to enhance the presence of the farm
Offer diverse programming and resources

# Appendices

- Park Design Standards
- Capital Program Plan
- Culture Plan
- Capital Improvement Plan



# Park Design Standards

This document outlines the design standards for park improvements to ensure consistent quality, functionality, and aesthetic appeal for public spaces. The following guidelines address key amenities to enhance the park experience.

This is a living document maintained by the Parks and Recreation Department and is updated as design best practices and community needs evolve.



Source: City of Burleson

## Landscape Improvements

### 1. Native and Adaptive Plantings

**Plant Selection:** Prioritize native and drought-resistant species to reduce water consumption and maintenance.

**Biodiversity:** Design landscapes that support local wildlife and pollinators.

**Mulching:** Use mulch to retain moisture and suppress weeds.

**Monarch Way Station Design**

- *Location:* Choose a sunny location with minimal human disturbance, preferably near natural areas like forests, prairies, or meadows.
- *Accessibility:* The way station should be easily accessible for monitoring and maintenance while ensuring that it does not interfere with existing habitats.
- *Size:* At least 100 square feet (10x10 feet) to provide enough resources for monarchs.
- *Plant Selection:* Prioritize native and drought-resistant species to reduce water consumption and maintenance.
  - Milkweed: Essential for monarch reproduction as it is the sole host plant for their larvae. There are various species of milkweed to choose from depending on your region, such as:
  - Common Milkweed (Asclepias Syriaca)
  - Swamp Milkweed (Asclepias incarnata)
  - Butterfly Weed (Asclepias tuberosa)
  - Showy Milkweed (Asclepias speciosa)
  - Nectar Plants: Monarchs also need nectar plants for sustenance during migration. Include native flowering plants that bloom throughout the growing season. Examples include:
    - Coneflower (Echinacea)
    - Black-eyed Susan (Rudbeckia)
    - Liatris (Liatris spicata)
    - Aster (Symphyotrichum)
    - Purple Prairie Clover (Dalea purpurea)
    - Bee Balm (Monarda)
    - *Diversity:* A variety of native flowering plants help attract other pollinators and provides continuous nectar sources.
- **Water Source:** Monarchs need water to drink, so incorporate a shallow dish or birdbath with clean, fresh water. Ensure the water is not too deep to avoid drowning.



*Wildflower Meadow*

Source: City of Burleson



*Purple Prairie Clover, Purple Coneflower, and Yellow Coneflower Pollinator Garden*

Source: Wisconsin Public Radio

# Burleson Parks and Recreation Capital Project Program Plan

*From Concept to Ribbon Cutting*

This Capital Project Program Plan outlines the full lifecycle of a parks capital project—from concept and community input to funding, design, construction, and project close-out. This document clarifies internal processes, project timelines, and cross-department coordination needed to implement capital projects effectively. As a living document, this overview is reviewed and updated regularly to align with budget cycles, funding opportunities, and strategic priorities.

## Phase 1: Concept Development & Prioritization

**Objective:** Identify and prioritize potential capital projects based on community needs, master plans, strategic goals, and feasibility.

**Key Activities:**

- Review adopted master plans (e.g., Open Space Plan, Facility Plans, ADA Transition Plan)
- Host internal brainstorming and alignment meetings
- Conduct gap analysis of facilities and service areas
- Evaluate preliminary cost estimates and constraints
- Identify alignment with grant or external funding opportunities

**Public Engagement:**

- Online input survey or comment form
- Pop-up outreach at events or community centers
- Stakeholder focus groups (e.g., youth sports, senior programs)

**Milestones:**

- Project concept developed and documented
- Internal staff vetting completed
- Public feedback synthesized and presented
- Priority list presented to Parks Board and City Council for endorsement

## Phase 2: Feasibility and Pre-Design

**Objective:** Validate the project through site analysis, environmental factors, cost considerations, and stakeholder feedback.

**Key Activities:**

- Conduct feasibility studies (e.g., geotechnical, environmental, utility)
- Identify land acquisition or easement needs
- Create a high-level project schedule
- Develop a preliminary budget range

**Public Engagement:**

- Stakeholder meetings to validate need and desired outcomes
- Parks Board presentation and comment
- Online concept boards and comment period

**Milestones:**

- Feasibility study completed
- Land availability confirmed
- Cost range established
- Project advanced to schematic design phase

## Phase 3: Schematic Design & Engagement

**Objective:** Create conceptual and schematic design alternatives based on community priorities and site constraints.

**Key Activities:**

- Hire design consultants
- Develop 2–3 conceptual site layouts
- Prepare visuals/renderings for engagement
- Estimate updated budget based on schematic design

**Public Engagement:**

- Open house or public workshop
- Online comment platform for design input
- Youth/family engagement for play and recreation elements
- Focused accessibility feedback for inclusive features

**Milestones:**

- Preferred schematic design selected
- Public input documented and responded to
- Schematic budget confirmed and updated
- City Council and Parks Board approval

# Culture Plan

**Strategic Integration**

- *Business Intelligence + Operational Excellence*
- *Data-Driven Decisions:* Use attendance, revenue, and satisfaction data to drive program adjustments, staffing, and facility hours. Train staff in basic data literacy and dashboards.
- *Fiscal Awareness at Every Level:* Build budget literacy into supervisory roles and equip staff with tools to understand cost recovery, ROI, and business planning.
- *Innovation in Programming:* Encourage divisions to think like entrepreneurs—piloting new revenue-generating ideas with room for experimentation and evaluation.

**Marketing + Storytelling**

- *Unified Department Identity:* Build an intentional brand voice across divisions that celebrates Burleson's community character, diverse offerings, and staff commitment.
- *Empowered Storytellers:* Train staff to be brand ambassadors who tell the story of their work through photos, testimonials, and content for newsletters, social media, and council presentations
- *Marketing Collabs:* Strengthen internal relationships with marketing by creating regular planning cycles between divisions and communications staff to align campaigns, showcase impact, and leverage feedback.

**Public Feedback + Community Partnership**

- *Community Listening Loop:* Integrate public input into program and facility decisions through regular surveys, town halls, feedback kiosks, and digital suggestion boxes.
- *Transparent Feedback Response:* Create a "You Spoke, We Listened" platform to show the community how their input drives change.
- *Partnership Mindset:* Engage user groups, nonprofits, and community leaders in co-creating programs, events, and maintenance solutions.

**Divisional Integration Summary**

| Division | Cultural Focus | Growth Opportunity | Accountability Tool | Team Integration |
|---|---|---|---|---|
| Athletics | Player-first coaching, youth development | Coaching clinics, referee pipeline | League satisfaction scores | Coordinate with Special Events for tournaments |
| Aquatics | Safety + fun culture | Lifeguard leadership ladder | Certification tracking, in-service performance | Integrated summer programming with BRiCk |
| The BRiCk | Wellness as service | Frontline to facility manager growth | Membership data + cost recovery | Programs linked with Special Events and Parks |
| Programs | Meeting the community where they are at | Building relationships with new community partners for new offerings | Program matrix additions and program retention numbers | Programs that reach across and collaborate with all divisions both internal and external |
| Russell Farm Art Center | Art, History, and Nature | Art facilitator development | Workshop impact tracking | Collaboration with Golf, BRiCk, and Events |
| Parks | Excellence in maintenance and appearance | Maintenance worker to Crew Leader | Park quality inspections | Joint service projects with all divisions |
| Golf (Hidden Creek) | Hospitality mindset | Course operations & sales career path | Revenue/round and pace of play | Thematic events with Russell Farm and Events |
| Special Events | Joy + logistics | Event planner growth track | Attendance and engagement surveys | Partner with every division to activate spaces |



# FEEDBACK



**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING THE 2025 PUBLIC ART MASTER PLAN; PROVIDING FOR IMPLEMENTATION.**

**WHEREAS,** the City of Burleson recognizes the importance of arts and culture in enhancing community identity, civic pride, economic vitality, and placemaking efforts; and

**WHEREAS,** the City has developed the 2025 Public Art Master Plan to establish a long-term framework for guiding the development, funding, and management of public art throughout the community; and

**WHEREAS,** the Plan reflects over a year of monthly Public Art Committee meetings in which the Committee provided direction, reviewed community engagement outcomes, and guided draft recommendations to ensure the plan aligns with Burleson's cultural goals and community values; and

**WHEREAS,** robust community engagement shaped the Plan, including more than 1,000 survey responses, interactive feedback at public events, artist-led projects such as the Barn Quilt Series and Burleson Community Quilt, and multiple stakeholder interviews and focus groups; and

**WHEREAS,** the Plan sets forth goals to enrich Burleson with public art that sparks curiosity, fosters dialogue, celebrates community spirit, and reflects the city's history and aspirations; and

**WHEREAS,** the Plan provides policies and implementation strategies, including standards for acquisition, funding models, artist selection, mural guidelines, collection management, and a framework for commissioning priority projects such as rotating quilt installations and community murals; and

**WHEREAS,** the Community Services Committee reviewed the draft Plan and policy on September 3, 2025, and City Council received the draft Plan on October 6, 2025; and

**WHEREAS,** notice was duly given and the City Council held a meeting on October 20, 2025, at which time the Plan and public input were considered.

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

**Section 1.**

The City Council finds the recitals set forth above are true and correct and are incorporated herein as findings of the Council.

**Section 2.**

The City Council hereby adopts the 2025 Public Art Master Plan, attached hereto as Exhibit "A" and incorporated herein by reference as if set forth fully, as the City's official guiding document for public art planning, programming, and implementation.

.PASSED, APPROVED, AND DULY RESOLVED by the Board, on the _____ day of _____, 2025.

_____

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr. City Attorney



THE CITY OF

# BURLESON

TEXAS

# PARKS, RECREATION, TRAILS, AND OPEN SPACE MASTER PLAN

OCTOBER 2025

Kimley»H

Expect More. Experience Better.



# Acknowledgments

The following individuals are recognized for their significant contributions to the preparation of the City of Burleson Parks, Recreation, Trails, and Open Space Master Plan.

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THE CITY OF
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TEXAS
Parks and Recreation



***Hidden Vistas Park*** 143

Source: City of Burleson

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# INTRODUCTION 1



Source: City of Burleson



Source: City of Burleson

# 1 INTRODUCTION

Introduction
Mission, Vision, Values
Rooted in Burleson
Purpose of Plan
Plan Structure
Existing City-Wide and Regional Plans
TPWD Compliance
CAPRA Compliance

# INTRODUCTION

The **Burleson Parks and Recreation Department** is dedicated to enhancing community life by delivering exceptional experiences through top-quality public spaces, trails, and recreational opportunities. We aim to enrich daily lives through parks and recreation, creating meaningful impacts across the community.

Our **parks** significantly elevate the quality of life in Burleson by offering a diverse range of active and passive recreational opportunities. These spaces provide venues to enjoy nature, engage in physical activities, and foster community connections. We uphold a commitment to operational excellence, ensuring our parks are safe, clean, and well-maintained. Our parks system is also integral in developing pedestrian and bicycle infrastructure, supporting alternative transportation through trails and neighborhood sidewalks. Additionally, we honor our veterans and loved ones with memorial spaces, including the Fire Station 16 Memorial Garden, Burleson Memorial Cemetery, and Veteran's Plaza.

# MISSION, VISION, VALUES



**Mission**

The **Burleson Parks and Recreation Department** serves exceptional experiences to our community through quality public spaces, trails and recreational opportunities.

**Vision**

To have a meaningful impact that enriches every day lives through Parks and Recreation.

Source: City of Burleson

At the Burleson Parks and Recreation Department , our internal values shape the quality of life in our community. We foster transparency through vulnerability, create inclusive and accessible spaces by being mindful and intentional, and build strong connections through healthy, professional relationships. By holding ourselves accountable, staying passionate and energized, and leading with care and empathy, we earn trust, uphold high standards, and ensure every voice is heard - creating parks,programs, and experiences that connect, inspire, and enrich Burleson.

**Values**

| Input | Output |
|---|---|
| Vulnerability | Transparency |
| Mindful and Intentional | Inclusive and Accessible |
| Healthy, Professional Relationships | Building Connections |
| Accountable | Trustworthy |
| Passionate and Energized | High Quality Standards |
| Caring and Empathetic | Hearing the Voices of Our Community |




***Independence Day Parade, 2025***

Source: City of Burleson

**Special Events & Programs** aim to unite the community through a diverse array of events, from family-oriented activities to cultural celebrations. We balance community needs and interests with programs in camps, athletics, nutrition, special needs, community achievements, and collaborations with businesses, non-profits, civic organizations, and school districts.

The **Russell Farm Art Center** offers a unique experience through its historic farm and art center. Visitors can explore facilities dating back to 1877, create art, attend events or programs, or simply enjoy a peaceful retreat amid the animals and country landscape.

**Volunteers** play a crucial role in every program, park, and event we host. Our department manages volunteers, adopt-a-spot programs, beautification agreements, and partnerships with Keep Burleson Beautiful to enhance all of our initiatives and spaces.

The **Burleson Recreation Center** is a cornerstone of our recreational offerings, featuring fitness, aquatics, athletics, and a variety of programs for both members and visitors. The center includes a splash pad that provides a free aquatic play environment for everyone.

Our **Athletic Programs** cater to diverse needs with adult leagues, specialized clinics, introductory sports education, and partnerships with youth associations. These collaborations offer a wide range of sports opportunities across our three sports complexes: Chisenhall, Hidden Creek Softball, Bartlett Soccer Complex, and future community park.

The **Hidden Creek Golf Course** is our municipal golf facility, featuring a full-scale operation with a pro shop and restaurant. Its goal is to provide a premier 18-hole golf experience for the Burleson community and golf enthusiasts. The course also contributes to the local economy through tournaments and serves as a tourist attraction for the North Texas region.



***BRiCk Splash Pad***

Source: Burleson

# ROOTED IN BURLESON

**Parks and Recreation Open Space Master Plan**
**Goals and Strategic Framework**



## Goal 1: Elevate Park Quality

### Objectives

Maintenance & Operations:

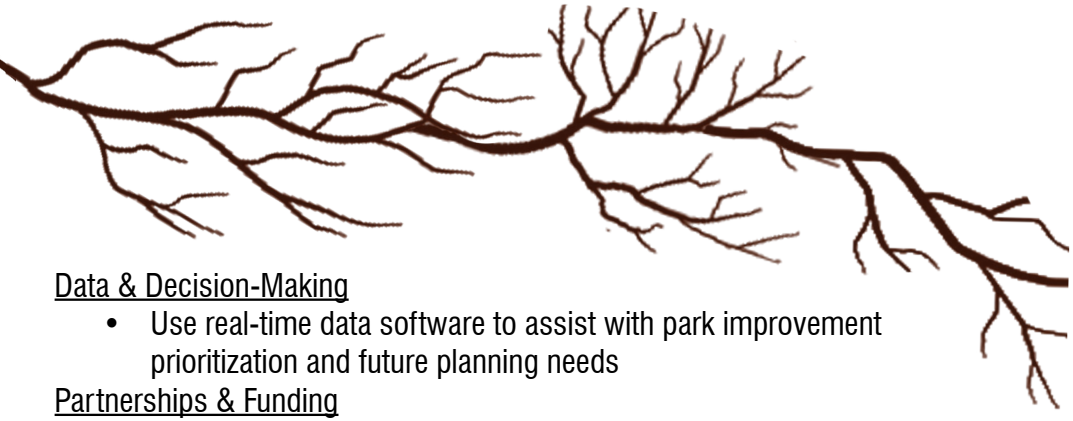
- Increase maintenance in community parks
- Use off-season months to complete proactive replacements and larger renovation projects
- Expand use of technology to improve maintenance efficiency
- Prioritize safety improvements in parks

Capital Planning & Resource Alignment

- Coordinate with internal departments for capital planning and budgeting

Design & Accessibility

- Implement inclusive design standards in playground renovations
- Increase shade access throughout the parks system



Data & Decision-Making

- Use real-time data software to assist with park improvement prioritization and future planning needs

Partnerships & Funding

- Establish strategic partnerships with private developers to create publicly accessible open spaces that are privately maintained
- Build partnerships and beautification agreements to enhance park aesthetics, reduce maintenance strain, and promote community stewardship
- Pursue grant funding for park upgrades, services, and beautification

### Strategy (2025–2029)

- Conduct park inspections based on maintenance standards; complete off-season renovations by March annually.
- Pilot smart technologies like autonomous mowing and GPS-controlled irrigation.
- Conduct bi-monthly safety audits to guide timely repairs.
- Establish a standardized Budget Impact Notification Form to facilitate early internal coordination among departments and ensure new properties requiring City maintenance are identified and incorporated into future budget planning.
- Adopt inclusive design standards in all playground renovations. Increase shaded areas system-wide through trees and structures.
- Leverage real-time data tools to guide staffing and capital needs.
- Partner with developers for publicly accessible open spaces and pursue beautification agreements with community partners.
- Submit at least two high-impact grant applications annually.

### Key Performance Indicators (KPIs)

Maintenance and Operations:

- Maintain customer satisfaction ratings related to park cleanliness and maintenance at 80% or above, with qualitative feedback reviewed annually
- 75% of scheduled off-season projects completed by March 31 each year
- Achieve a 10% reduction in manual labor hours at pilot sites within the first year
- Address at least 80% of high-priority safety issues within 30 days of identification

Capital Planning & Resource Alignment:

- 80% of applicable projects submitted with a completed budget impact form at least 3–6 months prior to the Parks Department assuming maintenance responsibility

Design & Accessibility:

- 100% of new playground renovations include inclusive design elements and updated surfacing

- Increase shade coverage at a minimum of two park sites per fiscal year using at least one funded method (tree planting, structure installation, or shade-integrated amenity)

Data & Decision-Making:

- Real-time data used to inform at least two budget, staffing, or operational decisions annually

Partnerships & Funding:

- At least one applicable development project annually includes publicly accessible open space with an associated maintenance agreement
- Implement 3 beautification agreements per year; reduce maintenance costs at participating sites by 10%
- Submit at least two grant applications annually, with a minimum 25% success rate

### Goal 2: Strengthen Connectivity and Environmental Resilience

#### Objectives

Trail Network Expansion:

- Expand and enhance trail connectivity between neighborhoods, parks, schools, and regional destinations.

Sustainable Landscape Management:

- Reduce long-term maintenance strain through sustainable and seasonal landscape practices across the park system.

Urban Forestry and Ecosystem Health:

- Strengthen the city's urban forest and ecological assets.

#### Strategy (2025–2028):

- 2026–2027: Develop and adopt a Trails Master Plan to guide long-term connectivity across neighborhoods, parks, and schools
- 2026–2029: Incorporate native planting, no-mow zones, and water-wise landscaping throughout the park system to reduce maintenance demands.
- 2026–2030: Implement an Urban Forestry Plan to expand canopy coverage and strengthen ecological assets citywide.

#### Key Performance Indicators (KPIs)

- Increase no-mow acreage annually by 1 acre community wide year parks system – overall
- Increase resident satisfaction with trail connectivity and comfort.
- Use Placer.ai data to document increases in trail usage and inform future expansions
- Secure at least 2 external funding sources within a 5 year period for trail development

### Goal 3: Enhance Recreational Facilities Opportunity

#### Objectives

- Add and rotate multipurpose fields to reduce overuse of current sites.
- Expand lighting and facilities to accommodate adult leagues and year-round use.
- Plan for indoor recreation space growth to meet future demand.
- Incorporate sports tourism as an opportunity to enhance system and create a regional and state draw for sports.
- Identify future locations for additional aquatic opportunities such as splash pads
- Create partnerships to expand recreational facility offerings as community grows towards the west
- Continue to upgrade and update existing facilities to provide year around aquatic recreation
- Ensure recreational opportunities are inclusive for people of all abilities

#### Strategy

- 2026–2029: Use capacity data to phase athletic field expansion and lighting improvements. Launch pilot adult sports programs. Initiate a BRiCk facility study by 2026.
- 2026–2029: Determine key locations within existing and expanding system to add additional aquatic and recreation facilities. Ensure future designs incorporate shade and ample seating as well as inclusive design.

### Key Performance Indicators (KPIs)

- Average BRiCk daily usage (member check-ins and day passes)
  - *Target:* Average of 1,000 daily users
- Number of Pool Party Room rentals annually
  - *Target:* 70% capacity (approximately 375 users at one time)
- Increase diversity of sports courts offerings throughout parks, 1 per year
- Identify and prioritize at least 3 potential sites for splash pads or aquatic play areas by 2027.
- Host at least 2 joint-use facility programs or events annually in partnership with external organizations.
- Create and complete annual facility condition assessments for all Recreation facilities by the end of each year.
- Conduct user experience surveys post-installation of new features, aiming for 85%+ satisfaction rate on comfort, access, and amenities.



***BRiCk Boatnanza, 2023***

Source: City of Burleson

## Goal 4: Enrich Events and Programming for All Ages

### Objectives

- Deliver a vibrant calendar of festivals, concerts, and family-friendly events.
- Strengthen age-targeted programming for teens and seniors.
- Create new and innovative programs that are not in conflict with current offerings throughout the community.
- Implement robust line-up of programs for our community members with different abilities
- Ensure regular programming at regional parks, the plaza and future community hubs.

### Strategy

- 2026–2028: Identify seasonal and community-driven themes for new events. Contract facilitators for expanded teen, senior, and arts programming. Pilot quarterly programs at new parks.

### Key Performance Indicators (KPIs)

Events: Ensure community events reflect the diverse needs, interests, and identities of the population served.

- *Target:* Host at least one event annually in each of the following categories, with all events designed to be accessible and inclusive of people with disabilities:
  - Culturally Diverse Communities
  - Local Business Engagement
  - Arts & Creative Expression
  - Major Holidays
  - Multi-day Festival
  - Health and Wellness
  - Families
  - Pets
- *Inclusion Criteria* (applies to all events):
  - Venue and materials meet accessibility standards
  - Efforts made to accommodate sensory, mobility, and communication needs
  - Multilingual support where appropriate
  - Inclusive marketing and outreach strategies

## Goal 4: Enrich Events and Programming for All

### Objectives

- Deliver a vibrant calendar of festivals, concerts, and family-friendly events.
- Strengthen age-targeted programming for teens and seniors.
- Create new and innovative programs that are not in conflict with current offerings throughout the community.
- Implement robust line-up of programs for our community members with different abilities
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### Strategy

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  - Arts & Creative Expression
  - Major Holidays
  - Multi-day Festival
  - Health and Wellness
  - Families
  - Pets
- *Inclusion Criteria* (applies to all events):
  - Venue and materials meet accessibility standards
  - Efforts made to accommodate sensory, mobility, and communication needs

## Goal 5: Advance Hidden Creek Golf Course as a Premier Public Facility

### Objectives

- Transition from a budget-friendly model to a regional destination golf course.
- Improve course conditions, customer service, and player amenities.
- Implement dynamic pricing and loyalty strategies to boost revenue.

### Strategy

- 2026–2030: Complete infrastructure improvements in phases. Implement tiered pricing, upgraded carts, and F&B enhancements. Launch regional marketing campaigns.

### Key Performance Indicators (KPIs)

- Total Rounds – Target 45,000
- Total Revenue – Target $3,000,000
- Revenue per Round – Target $66/round
- Tournaments hosted – Target 65
- Players Club Memberships – Target 325



***Hidden Creek Golf Course***

Source: Hidden Creek Golf Course

## Goal 6: Establish Russell Farm Art Center (Russell Farm) as a Art and Cultural Hub

### Objectives

- Expand public programming, art exhibits, and cultural events at the farm.
- Support implementation of the Public Art Master Plan and artist engagement.
- Develop Russell Farm as a consistent destination for heritage and learning.

### Strategy

- 2026–2028: Offer quarterly arts and cultural programs for all community members, with a focus on diversity, accessibility, and engagement. Integrate Russell Farm into the city event calendar. Add signage, art installations, and facility improvements.
- 2026: Complete Russell Farm Master Plan.

### Key Performance Indicators (KPIs)

Programming & Events: Offer a range of programs and events that promote art, history, and nature for all community members.

- *Target:* Host at least one event (single occurrence or celebration) semi-annually in each of the following categories:
  - Art
  - History
  - Nature
- *Target:* Host at least two programs (structured class, series of activities, or camp) semi-annually in each of the following categories:
  - Art
  - History
  - Nature
- *Inclusion Criteria* (applies to all events):
  - Materials meet accessibility standards
  - Efforts made to accommodate sensory, mobility, and communication needs
  - Multilingual support where appropriate
  - Inclusive marketing and outreach strategies

Annual attendance growth at Russell Farm

- *Target:* Achieve a minimum 10% year-over-year growth in total attendance by expanding programming, events, rentals, and promoting general visitation.

Number of artists featured through exhibits

- *Target:* Host a minimum of four art exhibits annually with a reception for



***Russell Farm Art Center, Burleson, TX***

Source: City of Burleson

# PURPOSE OF PLAN

The Purpose of the City of Burleson's Parks, Trails, Recreation, and Open Space Master Plan is to envision, guide, and strategically manage the development and utilization of the city's outdoor spaces. This comprehensive plan aims to create a dynamic and sustainable environment that enhances the quality of life for residents and visitors alike. By fostering the thoughtful design of parks, trails, recreation areas, and open spaces, the Master Plan seeks to promote community well-being, social and nature connectivity, and active, healthy lifestyles.

Additionally, it aims to preserve and protect natural resources, foster environmental stewardship, and contribute to the overall economic vitality of Burleson. Through collaborative engagement with the community, the Master Plan endeavors to shape a vibrant and inclusive outdoor experience that reflects the diverse needs and aspirations of the City's residents, both now and for future generations.

The Master Plan outlines necessary upgrades and expansions to existing recreation facilities, ensuring they meet the evolving needs of our residents; aims to diversify and enrich recreation programs for all age groups and interests; and highlighted city wide events to foster civic pride in Burleson and contribute to the City's cultural vibrancy and economic vitality.

Engaging with City Council, Parks Board, and City Staff in the planning process, the Master Plan seeks to align with the diverse needs and aspirations of the Burleson community, ensuring that these outdoor spaces not only meet current demands but also serve as enduring assets that enhance the overall quality of life for residents and visitors alike.



***Russell Farm Art Center, Burleson, TX***

Source: City of Burleson

# PLAN STRUCTURE

This section presents an overview of the plan's structure, highlighting the focus of each chapter. Together, these sections create a cohesive framework, progressing from a detailed assessment of current conditions to the development of actionable strategies aimed at ensuring the long-term sustainability and growth of the city's parks, trails, and recreation system.

**INTRODUCTION**

**COMMUNITY CONTEXT**
Community Context analysis provides a data-driven snapshot of the Burleson community to assess local demographics, economic conditions, and resident needs.

**BENCHMARKING**
Benchmarking is a data-driven analysis used by the consulting team and Burleson staff to compare the city's parks and trails with those of peer cities, focusing on metrics like budget, staffing, and outdoor facilities.

**FACILITY ANALYSIS**
The Facility Analysis and Recommendation chapter outlines Burleson's current parks and open space system, detailing park types, inventory, existing conditions, and assessing future park needs.

**FACILITY RECOMMENDATIONS**
The Facility Recommendation chapter outlines recommendations for Burleson's facilities, based on assessments of park, trail, and indoor needs.

**PROGRAM ASSESSMENT**
The Program Assessment chapter evaluates Burleson's Parks and Recreation programs by analyzing target audience, life cycle, and seasonal offerings to assess how well they meet community needs.

**STAFFING RECOMMENDATIONS**
The Staffing Recommendations chapter evaluates Burleson Parks and Recreation staff across key focus areas, including operations and maintenance, programming, administration, capital development, and other essential responsibilities to address community and facility needs.

**FINANCIAL AND REVENUE STRATEGIES**
The Financial and Revenue Strategies chapter examines Burleson's financial needs for current and future facilities and programs, while identifying potential funding opportunities to support growth and sustainability.

**PARK, TRAIL, AND OPEN SPACE PLAN**
The Parks, Trails, and Open Space Plan chapters outline park classifications, existing conditions of each facility, needs assessment for all areas, and recommended opportunities for future development and grant funding.

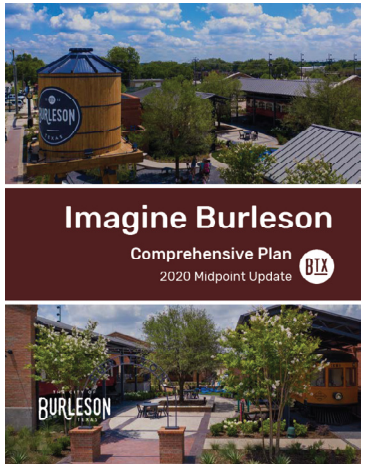
**IMPLEMENTATION PLAN**
The Implementation Plan chapter outlines strategies to enhance Burleson's Park and Recreation System, prioritizing recommendations by scope and budget impact to guide realistic goals while preserving Burleson's identity.

**CONCLUSION**
The comprehensive analysis and recommendations outlined in this report provide a strategic framework for enhancing Burleson's parks, trails, and recreation system. By assessing community needs, benchmarking against peer cities, and identifying opportunities for facility improvements, staffing enhancements, financial sustainability, and future development, this plan ensures that Burleson's parks and recreation assets continue to thrive.

# EXISTING CITY-WIDE PLANS

The following plans were collected and reviewed to gain insight into the City's framework, assess their potential impact on parks, trails, and recreation systems, and establish a foundation for developing this Parks Plan.

- **Imagine Burleson Comprehensive Plan 2020 Midpoint Update**
- **Burleson Mobility Plan**
- **Bike Path and Trail Master Plan Map**
- **Master Thoroughfare Plan Map**
- **Public Art Plan (Draft)**
- **Guide BTX - FY24-25 Strategic Plan**





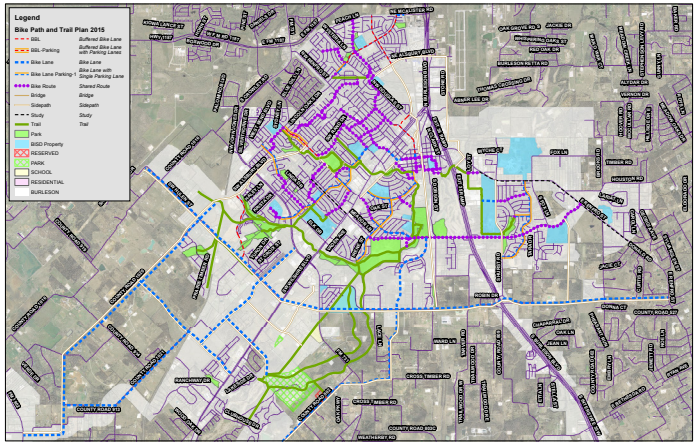


## Imagine Burleson Comprehensive Plan

The Imagine Burleson Comprehensive Plan 2020 Midpoint Update aims to evaluate the 2010 Imagine Burleson comprehensive plan and recalibrate it to reflect current conditions and expectations ten years after its original adoption. While this Midpoint Update is not a full overhaul of the comprehensive plan, it offers guidance on the community's vision and values, future land use planning, and updated implementation actions.

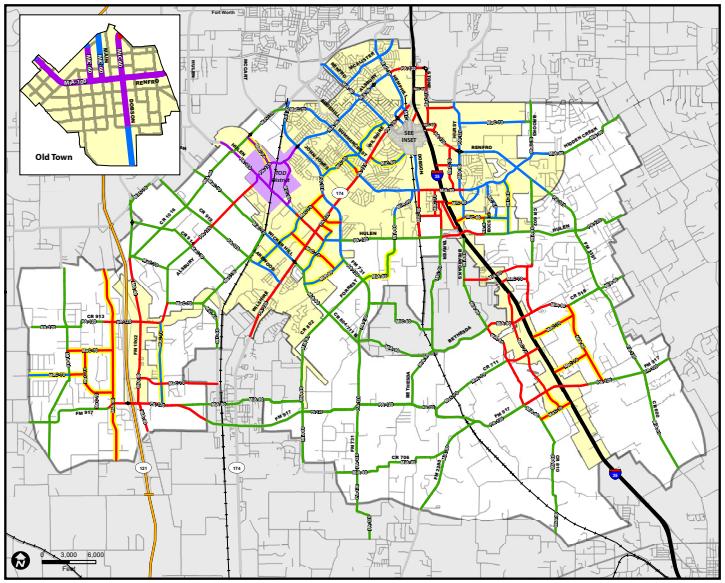
## Burleson Mobility Plan

The Burleson Mobility Plan, adopted in 2023, updates the 2015 Master Mobility Plan to align goals and objectives with the current roadway network and evolving priorities. By integrating transportation planning, the City aims to develop a network where streets complement adjacent land uses and enhance pedestrian experiences. This plan identifies mobility goals, capital improvement projects, and policies for the City to consider as it continues to grow.




## Bike Path and Trail Master Plan Map

The Bike Path and Trail Master Plan Map indicates designated bike lanes and specific bike routes to understand the existing infrastructure and where improvements are necessary and recommended.



## Master Thoroughfare Plan Map

Understanding the existing and updated roadway classifications and street context is important for means of traveling to parks, trails, and recreation amenities throughout the city. The data is utilized to understand future growth and pin point ideal park improvements and needs. Where roadways increase, development increases and the need for public amenities.

## Facility Feasibility Study

Burleson is currently working on an overall facility feasibility study and creating models for staffing as well as a facility needs assessment. Based on these findings and recommendations, the City will ensure the goals, improvements, future considerations align with the Parks, Recreation, Trails, and Open Space Master Plan.




Source: City of Burleson

## Public Art Plan

A vision for public art is a priority for the Parks and Recreation Department. Citizen feedback on where art should be located, how it should feel, and the impact it will have on the community is important. Capturing the unique spirit of Burleson is pivotal as the community grows. The public art plan approved and passed Spring 2025.







Source: City of Burleson

# TPWD COMPLIANCE

The Texas Parks and Wildlife Department (TPWD) partners with communities across Texas, offering grants, assistance, education, and outreach programs. Through these efforts, TPWD helps build new parks, conserve natural resources, provide access to water bodies, develop youth education programs, and more, based on community needs. To qualify for TPWD assistance, municipalities must submit a Parks Master Plan Update every five years and a new Parks Master Plan every ten years. To meet TPWD assistance requirements, the Burleson Parks Master Plan must include the following:

- Summary of accomplishments since previous plan
- New pertinent public input
- Inventory data
- Needs assessment
- Priorities
- Implementation
- Demographics
- Goals and objectives
- Maps

# CAPRA COMPLIANCE

The NRPA's Commission for Accreditation of Park and Recreation Agencies (CAPRA) provides quality assurance and improvement to accredited park and recreation departments nationwide. As the only national accreditation for park and recreation departments, CAPRA serves as a key measure of a department's operational quality, management, and community service. To meet accreditation requirements, the Burleson Parks Master Plan must include the following:

- Agency mission and objectives
- Recreation and leisure trends analysis
- Needs assessment
- Community inventory
- Level of Service (LOS) standards
- Strategic Plan



***Hot Sounds of Summer Event***

Source: City of Burleson



***Bailey Lake Park***

Source: City of Burleson



# COMMUNITY CONTEXT

# 2



Source: City of Burleson



Source: City of Burleson

# 2 COMMUNITY CONTEXT

About Burleson
Population Profile
Community Engagement
Community Engagement
Stakeholder Engagement
Major Themes / SWOT Analysis
2019 Master Plan Progress Update
Awards Recognition and Grant Awards
Benchmarking

Community Context analysis offers a data-driven snapshot of Burleson, providing essential insights into local demographics, economic conditions, and resident needs. It ensures that recommendations are grounded in a clear understanding of the community, helping to create a parks system that reflects and meets the needs of Burleson's residents.

# About Burleson

Burleson, Texas, is a vibrant city located in the Johnson and Tarrant counties of North Texas, about 12 miles south of Fort Worth and 40 miles southwest of Dallas. It is part of the Dallas-Fort Worth metroplex, blending suburban charm with easy access to amenities and employment opportunities. Founded in 1881 after Dr. Rufus C. Burleson, a prominent president of Baylor University, Burleson began as a small farming community. The city quickly grew with the arrival of the railroad in 1882, marking the start of its development into a bustling town.

Over the years, Burleson has seen many significant milestones. Martha Glenn Russell, who moved to the area in 1877 when it was known as Marystown, began a homestead that would later be recognized as the Russell Farm Art Center. As Burleson's population grew through the early 1900s, infrastructure improvements like paved roads, electricity, and gas services were introduced. Essential facilities, including schools and healthcare, were established, attracting more residents who valued the balance of urban conveniences and a quieter suburban lifestyle.

The Burleson Lions Club established the Burleson Area Chamber of Commerce in 1965 to support community growth, bringing together 75 dedicated members focused on fostering economic development, community engagement, and a thriving environment for businesses. This laid the groundwork for future prosperity, as the population increased to 10,000 by 1980 and reached 20,000 by the turn of the century. The Burleson Rotary Club, established in 1982, has assisted with volunteering and setting a strong community standard for people to make Burleson their home. Today, Burleson's population is approximately 55,144. The city spans about 27 square miles and features a mix of residential, commercial, and industrial areas. The historic old town district has preserved its small-town charm, with a variety of shops, restaurants, and local businesses housed in historic buildings. Burleson's education system is highly regarded, providing quality learning opportunities for students of all ages.



Source: City of Burleson

Burleson benefits from its beautiful North Central Texas setting, situated in a transition zone between the Cross Timbers and Blackland Prairie ecoregions. Its rolling hills, woodlands, and prairies bring natural beauty into the suburban landscape. Through the Keep Burleson Beautiful program, the city promotes environmental care, beautification projects, litter clean-ups, and natural resource management. In 2020, the program earned the President's Circle Award for its dedication to these efforts.

Residents and visitors can enjoy Burleson's numerous parks, trails, and green spaces. These spaces support outdoor activities like hiking, biking, walking, and picnicking. The city's commitment to preserving its natural surroundings ensures abundant recreational opportunities for nature lovers, athletes, and anyone seeking a peaceful retreat. Community events and gatherings also happen frequently, highlighting the city's indoor and outdoor recreational opportunities, local businesses, performances and celebrations, and more.

Transportation in Burleson is supported by major highways, including Interstate 35W, which provides convenient access to Fort Worth and Dallas. The city also operates the Burleson Area Rapid Transit (BART) system, offering local bus services and connections to surrounding communities, further enhancing accessibility for residents and visitors.

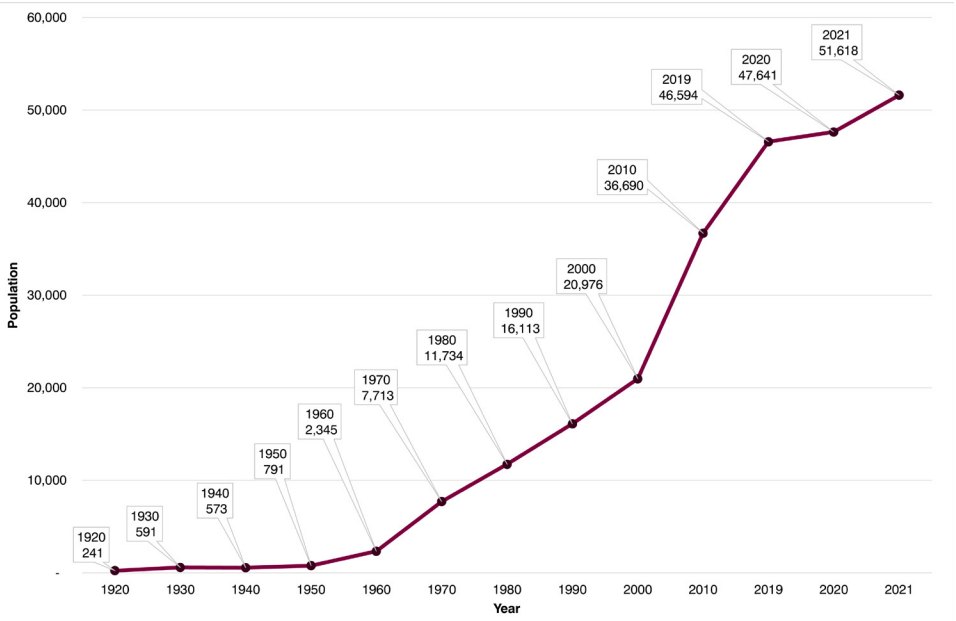
## Burleson Community Profile

+ **Current Population, 2025**: 55,144 (Source: NCTCOG)
+ **Location**: Johnson and Tarrant Counties
+ **Median Age**: 34.9 (Source: United States Census Bureau)
+ **Annual Growth**: 3% (Source: City of Burleson)
+ **Average Household Income**: $94,162 (Source: United States Census Bureau)

# Population Profile

Understanding the demographic profile of a community is crucial as it provides valuable insights into the needs and characteristics of the population. By knowing the age, gender, income level, education level, and other demographic factors, Burleson can tailor services and initiatives to better meet the specific needs of the community.

## Population Trend




The population of Burleson has shown a steady and significant increase over the past century. Starting from a small population of just 241 in 1920, the city saw modest growth reaching 2,345 by 1960. Population growth accelerated notably in the late 20th century, with a significant jump to over 20,000 by 2000. This upward trend continued with the population nearly doubling between 2000 and 2010, reaching 36,690. In recent years, Burleson has seen further rapid growth, with the population reaching 55,144 by 2025. (Sources: City of Burleson and the United States Census Bureau)

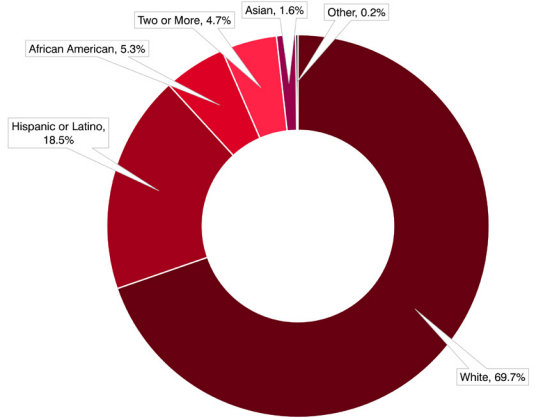
## Race and Gender

### Gender



**51% female | 49% male**

### Race




| Race | Percent |
|---|---|
| White | 69% |
| Hispanic or Latino | 19.4% |
| Black | 5.4% |
| Two or More | 4.7% |
| Asian | 1.4% |
| Other | 0.3% |

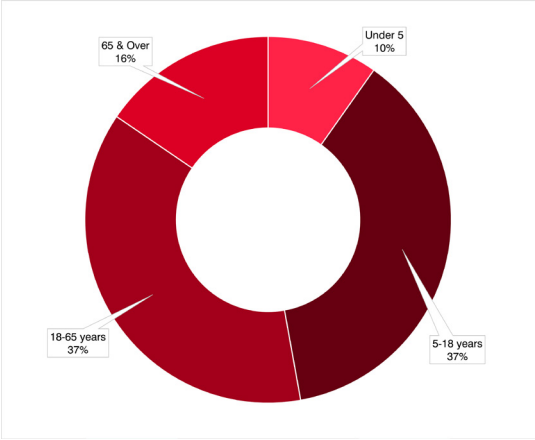
The racial distribution of Burleson residents is as follows: 69% White, 19.4% Hispanic or Latino, 5.4% Black, 4.7% identifying as two or more races, 1.4% Asian, and 0.3% Other.

Sources: US Census Bureau

## Age and Income

A thorough understanding of population density, age distribution, household size, and income levels is essential for shaping effective policies and strategic planning. These insights drive decisions regarding zoning regulations, the development and enhancement of transportation infrastructure, targeted land acquisition, and the provision of public amenities. By analyzing these demographic factors, planners can create responsive, sustainable solutions that meet the needs of a growing and diverse community, ensuring that resources are allocated efficiently and future growth is well-supported.

## Age




| Age Group | Percent |
|---|---|
| Under 5 | 9.8% |
| 5-18 years | 37.4% |
| 18-65 years | 37.4% |
| 65 & over | 15.5% |

The age distribution of Burleson residents is as follows: 9.8% Under 5 years, 37.4% 5 to 18 years, 37.4% 18 to 65 years, and 15.5% 65 and over.

For years 2019-2023, 4.9% of the population of Burleson has a disability, under the age of 65 years. This is based on the ACS (American Community Survey) six aspects of disability, which includes hearing, vision, cognitive, ambulatory, self-care, and independent living.

## Community Snapshot

**Median Age**

**34.9 years**

**Annual Growth**

**3%**

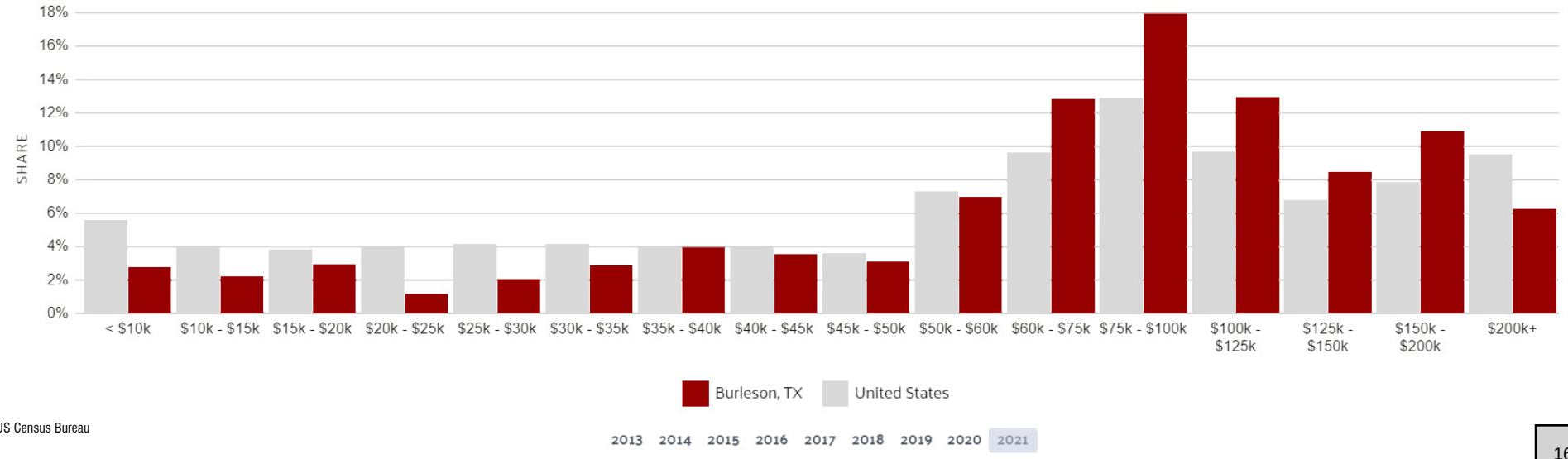
**Average Household Income**

**$94,162**

Densely populated urban areas encourage walking, cycling, energy efficiency, and a more sustainable lifestyle. These areas often feature vibrant social and cultural scenes, attracting a diverse population and supporting a wide range of events, festivals, and community activities. Burleson, with a population density of 1,666 people per square mile—well above the national average of 91—stands to benefit from these advantages.

In Burleson, 53% of families have children under 18, with a median age of around 35. Approximately 10% of households report a median income below $25,000, while 23% earn above $150,000. By prioritizing the well-being and needs of families, Burleson fosters an environment where children can thrive, parents find strong support, and families as a whole enjoy a high quality of life.

## Household Income (2021)




Sources: US Census Bureau

# Esri Tapestry Segments

Esri Tapestry Segmentation classifies US neighborhoods into segments based on demographics, socioeconomic characteristics, and lifestyle. This information is helpful in determining the buying power of communities and compare markets.

The Esri Tapestry Segmentation database provides a nuanced portrait of communities, and this data is most meaningful when incorporated into hyper-local analysis. The number of neighborhoods that you are generalizing determines your analytic outcome: generalizing large populations tends to reveal broader characteristics and population trends, while classifying smaller populations creates a more detailed and descriptive profile of a community.

*(information provided from esri.com)*




# 2024 Consumer Spending

esri
THE SCIENCE OF WHERE

## Community Profile

Burleson City, TX 4
Burleson City, TX (4811428)
Geography: Place

Prepared by Esri

| | Burleson city... |
|---|---|
| **Top 3 Tapestry Segments** | |
| **1.** | Up and Coming Families (7A) |
| **2.** | Middleburg (4C) |
| **3.** | Green Acres (6A) |
| **2024 Consumer Spending** | |
| Apparel & Services: Total $ | $45,104,761 |
| Average Spent | $2,355.96 |
| Spending Potential Index | 99 |
| Education: Total $ | $30,023,013 |
| Average Spent | $1,568.19 |
| Spending Potential Index | 91 |
| Entertainment/Recreation: Total $ | $77,541,291 |
| Average Spent | $4,050.21 |
| Spending Potential Index | 99 |
| Food at Home: Total $ | $133,114,596 |
| Average Spent | $6,952.97 |
| Spending Potential Index | 95 |
| Food Away from Home: Total $ | $75,892,652 |
| Average Spent | $3,964.10 |
| Spending Potential Index | 102 |
| Health Care: Total $ | $144,632,000 |
| Average Spent | $7,554.56 |
| Spending Potential Index | 98 |
| HH Furnishings & Equipment: Total $ | $60,870,743 |
| Average Spent | $3,179.46 |
| Spending Potential Index | 100 |
| Personal Care Products & Services: Total $ | $18,247,346 |
| Average Spent | $953.11 |
| Spending Potential Index | 96 |
| Shelter: Total $ | $489,599,221 |
| Average Spent | $25,573.22 |
| Spending Potential Index | 96 |
| Support Payments/Cash Contributions/Gifts in Kind: Total $ | $71,200,146 |
| Average Spent | $3,718.99 |
| Spending Potential Index | 106 |
| Travel: Total $ | $57,050,397 |
| Average Spent | $2,979.91 |
| Spending Potential Index | 98 |
| Vehicle Maintenance & Repairs: Total $ | $28,178,757 |
| Average Spent | $1,471.86 |
| Spending Potential Index | 99 |

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.
**Source:** Consumer Spending data are derived from the 2019 and 2020 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

**Source:** Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

October 16, 2024

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# Community Engagement

## Introduction

The success of any project is rooted in the active participation and input of the community it serves. Our goal throughout the master planning process was to gather valuable insight, address concerns, share important information, and ensure that the master plan aligns with needs and expectations of the Burleson community. During the community engagement process, traits such as the opportunity to contribute, transparency in addressing questions, and a commitment to inclusivity and accessibility were all highlighted to ensure every community member voice was heard.

Building trust and fostering strong relationships with the community is paramount to us. Though an online questionnaire, City Council interviews, and Parks Board interviews, we captured significant needs, challenges, and opportunities for the parks and recreation system to grow and flourish.



*Chisenhall Ribbon Cutting*

Source: City of Burleson

## Online Engagement

**Burleson Parks, Recreation, Trails, and Open Space Master Plan Survey Recap**

Through an online questionnaire, City Council interviews, and Parks Board interviews, we captured significant needs, challenges, and opportunities for the parks and recreation system to grow and flourish. A survey was developed as part of the parks' plan to gather community input on recreational needs, priorities, and ideas for improving park facilities and programs. The survey was open from April 29th, 2024 to September 9th , 2024 and more than 1,000 individuals provided feedback on Burleson's existing conditions, their visions, and priorities for the city's parks, trails, and open spaces.

A key goal of the public engagement process was to foster transparency, encourage participation from individuals who might not typically engage in projects like this, and ensure that the final plan reflects the community's vision. The survey was hosted on CVENT and promoted through various virtual platforms by the City. The survey questions were designed to capture input regarding the current state and desired improvements for the parks, trails, indoor recreation, inclusivity, programming, and demographics.

Respondents voted trails, preservation of open space, and maintenance of existing facilities as priority. Festivals, events, and family gathering opportunities were higher priority for programming throughout the community.

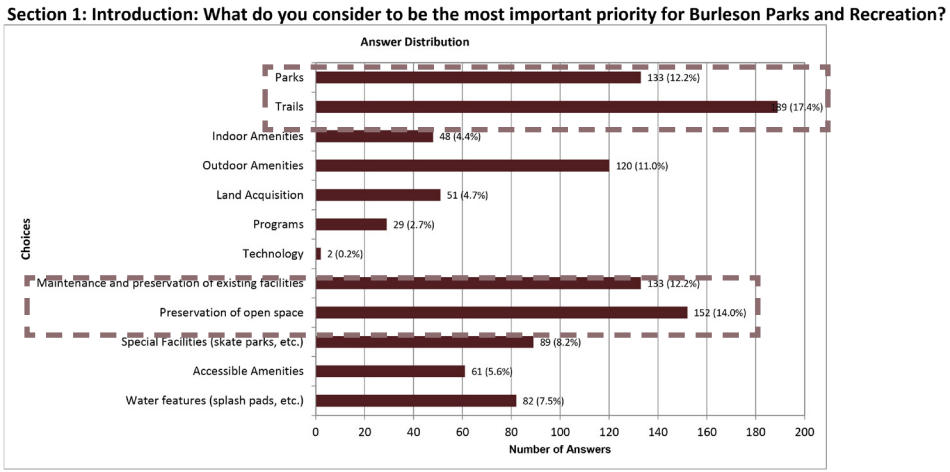
Bailey Lake, Mayor Vera Calvin Plaza, and Warren Park are among the top visited public spaces within the City. Most of the facilities within the City are visited and provides diversity amongst the community.

| Burleson Parks Master Plan Online Survey | | | 2024 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | J | F | M | A | M | J | J | A | S | O | N | D |
| | | | | | | | | | | | | | | |
| 1 | Online Survey/ Questionnaire | 04/2024 - 09/2024 | | | | | | | | | | | | |
| 2 | City Council and Parks Board Members Interviews | 12/2/2024-12/03/2024 | | | | | | | | | | | | |

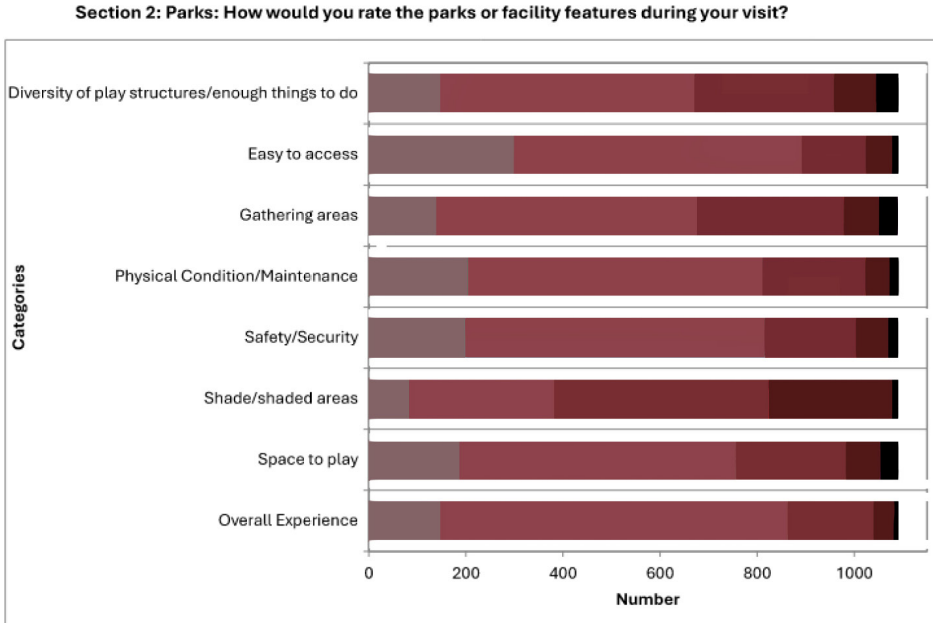
Shade is an element dictating the amount of visitors to the parks, trails, and recreation facilities. Lack of shade or limited shade prevents use of a facility. This is a goal the City is implementing with its new features and proposed improvements.

Trails with limited shade, drinking fountains with water bottle fill stations, or lack of lighting create conflict with users. Knowing this information, the City can focus on providing these amenities with trail extensions, additions or modifications. Trail grant funding could provide these desired elements as the City continues to grow.

With the BRiCk undergoing renovation, the indoor recreation facility will continue to provide access to fitness, activities, and programming with improved entry for visitors, functional space for staff, and enhanced member experience.




Section 1 - Based on the feedback and responses, the City of Burleson can prioritize improvements across its park, recreation, programming, and trails to continue focusing on making the city a great place to live and visit.
Based on our community survey, the most important priority for Parks and Recreation in Burleson is Parks, Trails, Preservation of Open Space, and maintenance/preservation of existing facilities. The majority of respondents are eager for a focus on park improvements; trail connectivity city wide and vital improvements for users of the trails; maintenance and preservation of existing facilities throughout the city; and preserve local ecosystems and biodiversity throughout existing open spaces.




| Answer Category | Excellent | Good | Needs some improvement | Needs much improvement | Don't know/don't use |
|---|---|---|---|---|---|
| Overall Experience | 13.6% | 65.7% | 16.3% | 3.7% | 0.8% |
| Space to play | 17.2% | 52.3% | 20.8% | 6.2% | 3.5% |
| Shade/shaded areas | 7.5% | 27.6% | 40.3% | 23.4% | 1.1% |
| Safety/Security | 18.2% | 56.8% | 16.9% | 6.2% | 1.8% |
| Physical Condition/Maintenance | 18.7% | 55.8% | 19.4% | 4.5% | 1.6% |
| Gathering areas | 12.8% | 49.3% | 27.7% | 6.6% | 3.6% |
| Easy to access | 27.5% | 54.5% | 12.1% | 4.8% | 1.2% |
| Diversity of play structures/enough things to do | 13.5% | 48.3% | 26.3% | 7.7% | 4.2% |

Section 2 - Overall feedback from surveyors captured the parks and facilities of Burleson to be good overall, with a few areas needing improvement. Understanding the experience of visitors and the community to these facilities will assist city staff to cater improvements and commit to providing ample amenities for all. Maintenance, physical condition, ease of access, and safety mostly fall under the good rating. The knowledge gathered from this survey allows the Burleson parks and recreation staff to align their goals, actions, and objectives to improve these percentages up to an excellent rating.

# Stakeholder Engagement

Stakeholder interviews, administered as part of the Burleson Parks, Recreation, Trails, and Open Space Master Plan, were conducted on December 2nd and 3rd, 2024. The stakeholders interviewed for the plan reflect various experiences and strong ties to the community. Some have lived in Burleson for decades, growing up or raising families in the city, while others moved from nearby areas like Fort Worth, Dallas, or smaller towns across Texas and the Midwest. Their professional backgrounds include banking, education, real estate, parks management, and local government. Those interviewed currently hold leadership roles, such as city council members, park board representatives, Mayor, and Mayor Pro Tem. Their connections to the city are personal and professional, with most having a history of involvement in community activities.

These stakeholders contribute valuable perspectives on Burleson's parks and recreational needs. Their roles include policymaking on the city council, volunteering with local organizations, managing youth sports programs, and supporting services for seniors. Some bring expertise from working in parks and recreation, while others are active residents who regularly use the parks for biking, walking, and family activities. Together, they represent a broad understanding of the city's priorities and a commitment to improving public spaces for all residents.



*Texas Heritage Festival*

Source: City of Burleson

### + What would you like to see accomplished with this plan?

- Highlight cycling by connecting trail systems, improving signage, and linking segments.
- Focus on inclusivity by ensuring all parks feature universally accessible amenities.
- Integrate sustainability by maintaining and creating green spaces with low-maintenance designs.
- Prioritize effective budgeting and funding, using grants and tax allocations to maximize resources.
- Address safety by ensuring proper lighting, clear signage, and well-maintained pathways.
- Add more shade and trees in parks to combat the heat and provide better relaxing spaces.

### + What would make this planning effort a success in your eyes?

- Ensure parks are in good condition with ongoing maintenance and upgrades.
- Improve trail connectivity by adding missing links and ensuring seamless access to popular areas.
- Expand sidewalk connections to accommodate walkers and encourage active transportation.
- Make cosmetic improvements over time to keep parks modern and appealing.
- Introduce more educational programs about nature, wildlife, and environmental stewardship.
- Increase community engagement by regularly soliciting feedback from residents.
- Secure funding through grants and creative partnerships to implement long-term plans.

### + What is your feedback regarding the City of Burleson's implementation of inclusivity throughout its parks, recreation, programming, and trails?

- Ensure that inclusivity is a priority in all park designs, including playgrounds and seating areas.
- Highlight accessible elements such as wheelchair swings, adaptive play areas, and wider paths.
- Promote inclusive programming that caters to people of all abilities, from sports to arts.

- Make sure to advertise inclusive features clearly so that residents are aware of them.
- Focus on high-density areas like Alsbury and Hulen to ensure inclusivity in urban locations.
- Collaborate with local organizations to provide specialized services for people with disabilities.
- Provide regular updates on the progress of inclusivity initiatives to maintain community support.



Source: City of Burleson

**+ Please provide your feedback on the diversity of amenities throughout Burleson?**

- Ensure a variety of amenities that cater to different age groups, from seniors to children.
- Improve facilities for active sports, such as basketball courts, soccer fields, and tennis courts.
- Increase availability of dog parks and dog-friendly areas.
- Provide shaded areas and water fountains in parks to promote outdoor activities during summer.
- Continue to develop spaces for fitness activities, including outdoor gyms and walking trails.
- Ensure all parks have accessible restrooms, drinking fountains, and other necessary facilities.
- Address the need for covered pavilions and picnic areas in popular parks.

**+ Trail expansion opportunities in Burleson, please provide your top 3 priorities.**

- Focus on connecting different parts of the city, such as parks, neighborhoods, and commercial centers, to create a seamless trail system. This includes linking areas like Russell Farm, Bailey Lake, and key parks.
- Develop separate lanes for walkers, cyclists, and runners to ensure safety and accommodate a variety of trail users. This also includes incorporating bike-pedestrian trails throughout the city.
- Install trail markers, signs, and indicators to help with navigation and ensure safety, especially along high-traffic areas. Focus on adding lighting and security features for nighttime safety.
- Add rest stops with benches, shade, water fountains, and trash receptacles to encourage use and comfort for trail users. Continue to develop spaces for fitness activities, including outdoor gyms and walking trails.
- Work on creating more direct routes between major parks, neighborhoods, and recreational centers, ensuring easier access for all residents. This could involve integrating trails with existing infrastructure, such as sidewalks and roads.
- Design trails that enhance the natural landscape, promoting eco-friendly transportation while preserving green spaces and minimizing environmental impact.
- Promote the use of trails by making them more visible, accessible, and attractive through better signage, and community outreach efforts.

**+ Please provide your input on the overall level of service in the City of Burleson when it comes to parks, recreation, trails, and programming.**

- Ensure that staff is adequately trained and has the resources needed to maintain parks efficiently.
- Address seasonal maintenance issues, such as managing overgrowth and seasonal flooding in parks.
- Improve communication with the community regarding park hours, updates, and upcoming events.
- Offer more recreational programs that reflect the interests of diverse community groups.
- Improve overall park aesthetics by introducing more landscaping and artistic elements in public spaces.
- Increase focus on youth and senior programming, tailoring activities to each demographic's needs.

+ **What are Burleson's greatest assets? Any 'hidden treasures' we can bring forth or highlight through the master plan?**
    - Russell Farm and Bailey Lake offer unique natural features that could be further promoted for outdoor activities.
    - Highlight the city's strong sense of community, where local organizations often collaborate to improve public spaces.
    - Promote Burleson's walkable areas, which can be expanded into pedestrian-friendly districts.
    - Celebrate the city's local non-profit organizations that can be involved in parks and programming.
    - Focus on hidden green spaces like smaller pocket parks that may not be well-known but offer charm and community value.
    - Market parks and trails that are underutilized, bringing attention to areas with potential for greater use.

+ **What barriers could prevent Burleson parks, recreation, trails, open space system from capitalizing on opportunities?**
    - Limited budget for capital improvements and ongoing maintenance.
    - Growth concerns from residents - further development may alter the community's character.
    - The availability of land for expansion, especially in urbanized areas, could be a constraint.
    - Challenges in securing partnerships with developers or private entities to fund park projects.
    - Potential resistance to increased taxes or funding allocations for parks and recreation.
    - The perception that growth might detract from the small-town feel, making residents wary of larger-scale projects.

+ **Are there existing areas within the park system that cause you concern? If so, why? In your opinion, what should be done to mitigate those concerns?**
    - Concerns about prioritization of developable land - buildings or green space.
    - Park upgrades - facilities and roadway infrastructure.
    - Improved signage and safety markers in remote areas of parks, trails
    - Address overcrowding at larger parks with similar or unique amenities at smaller parks.
    - Increase transparency and communication with community.



*Hot Sounds of Summer Event*



*Bailey Lake Mural Ribbon Cutting*

Source:

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# Major Themes Heard/SWOT Analysis

A SWOT analysis is a tool that helps us evaluate our parks and recreation system by examining four key areas: strengths, weaknesses, opportunities, and threats. Strengths highlight the positive aspects and resources that benefit our community, while weaknesses identify areas needing improvement. Opportunities point to potential areas for growth and new initiatives, and threats consider external factors that could negatively impact our services. By conducting a SWOT analysis, we can strategically plan for the future, ensuring our parks and recreation services continue to meet the needs and expectations of our community.



## Strengths

- **Existing Infrastructure:** Burleson already has several parks and recreational facilities that serve as a foundation.
- **Community Involvement:** High level of community engagement and participation in recreation programs.
- **Positive Reputation:** The city's parks have a good reputation, making it easier to introduce new initiatives.
- **Diverse Offerings:** A variety of parks and recreation programs cater to different interests and age groups.



## Weaknesses

- **Funding Limitations:** Budget constraints could limit the scope and speed of implementation for new projects.
- **Maintenance Issues:** Some existing facilities may require updates or repairs, adding an extra financial burden.
- **Access and Connectivity:** Certain areas may need better connectivity and access to parks, particularly in underserved neighborhoods.
- **Limited to Seasonal Use:** Certain amenities may be limited by seasonal weather conditions.
- **Grant Writing and Funding:** Potential to secure federal and state grants and public-private partnerships.



## Opportunities

- **Community Health Initiatives:** Growing interest in public health and outdoor activities can drive more support.
- **Inclusivity Initiatives:** Opportunities to develop programs and facilities catering to diverse populations, including ADA-compliant amenities and spaces designed for all age groups and abilities.
- **Sustainability Projects:** Implementing sustainable practices such as educational programming, and water conservation techniques in park maintenance and development.
- **Continued Development of Assets:** Expansion and enhancement of existing parks and recreational facilities, including upgrading current assets to meet the evolving needs and preferences of the community.
- **Sports Tourism:** Pursue sports tourism as economic driver and revenue generator.



## Threats

- **Competing Interests:** Other community priorities might divert attention and resources from parks and recreation.
- **Sales Tax Dependence:** Reliance on sales taxes for funding can be risky, especially during economic downturns when sales tax revenue might decrease.
- **Growth Reluctance:** Citizens may be reluctant or resistant to rapid growth, preferring the community's current character or worrying about overcrowding of facilities.
- **Developer and Land Acquisitions:** Competition with private developers for land can drive up costs and limit opportunities for park expansion and new green spaces.
- **Sports Tourism Competition:** Neighboring cities might attract more sports tourism due to better facilities or more established programs, potentially reducing Burleson's draw for such events.

# Progress Since 2019

In the city of Burleson's previous Master Plan, priority action items were identified to help implementation. By looking through these past goals, listed actions, and systemwide recommendations, the city can further progress their programming, park, and trail efforts throughout the community. By comparing needs from a few years ago to similar needs now, development on city parks can continue with planned trajectories and shift some priorities towards goals that still need to be completed.

## Land Acquisition

One main goal from the previous plan was to acquire more land to compete with a growing population and increased need for park space. Since 2019, Burleson has worked towards this goal - one example being a 30 acre tract being acquired which will be turned into a 55 acre community space.

## Playground Improvements and Replacement

By aiming to improve existing facilities and parks, the city has worked to make current parks and trails more update for existing communities. Claudia's Playground, for example, features a new playground and outdoor fitness equipment, seating with shade, and more open space for visitors. Other local parks have been highlighted for planned improvements, using public input and surveys to find out what the people actively want and need.

## Park Development

With land acquisition for new parks to be developed and updates to existing parks, development is growing rapidly in Burleson. Centennial Park had a large demolition and playground replacement in December of 2024, adding accessible play equipment, enhancing walking trails, and upgrading safety features. Bailey Lake park and Shannon Creek are others currently being developed.

## Trails

With trails being a high priority of the prior Master Plan, the city has worked to increase access throughout Burleson and its park system. The Scott Street Trailhead, Oak Valley Trail and Trailhead were recently completed in Spring of 2025. The Oak Valley Trail increased east and west access across the city. The city anticipates trail improvements and expansions in the future like Village Creek Trail.

**Goals that have since been completed as of June 2025:**

- Identify and build a dog park
- Work on improving connectivity
- Trail Expansion and development
- Upgrade amenities at Chisenhall Fields
- Acquire land for thee community serving parks
- Continue updating existing parks (Centennial Park, Shannon Creek Park, Claudia's Playground, etc.)




***Cedar Ridge Park Renovations***

Source: City of Burleson

Partnering with residents, City Council, and Parks Board, the city has diligently completed numerous park and recreation projects since the previous master plan. *See Park Renovations and Upgrades Chart for some of these projects.*

| Park Renovations and Upgrades - As of 2025 | | |
|---|---|---|
| **Park Name** | Update(s) | Status |
| **Bailey Lake** | Parking Expansion and Pond Dredging | Complete |
| **Bartlett Park** | Soccer Fields Renovated | Complete |
| **BRiCk** | Lobby Remodel | Complete |
| **Burleson Bark Park** | First City Dog Park | Complete |
| **Burleson Memorial Cemetery** | Expansion and Renovation of Cemetery | Complete |
| **Burleson Splash Pad** | First City Splash Pad | Complete |
| **Cedar Ridge Park** | Turf, Fencing, Play Equipment, and Shade Additions | Complete |
| **Centennial Park** | Playground Renovations | Complete |
| **Chisenhall Fields** | Sports Field Turf Conversion and Parking Expansion | Complete |
| **Cindy Park** | Playground Rennovations | Complete |
| **Clark Park** | Parking Lot Additions and Striping / Signage | Complete |
| **Claudia's Playground** | Playground Replacement and amenity additions | Complete |
| **Community Park** | Acquisition and Design Phase I | In Progress |
| **Elk Ridge Park** | Playground Replacement and amenity additions | Complete |
| **Green Ribbon Phase I** | Upgrades and Renovations | In Progress |
| **FS16 Memorial Garden** | Memorial Garden and Dedication | Complete |
| **Hidden Creek Golf Course** | Drainage Improvements, Clubhouse Renovations, Cart Path Repairs, Range Improvements, Bunkers, and Golf Cart Replacements | Complete/ In Progress |
| **Hidden Vistas** | Onboarded | Complete |
| **Meadowcrest** | Playground and Pickleball Courts Updates | Complete |
| **MTB Trail** | Signage | In Progress |
| **Oak Valley North** | Playground Replacement, Restroom and Parking Lot | Complete |
| **Oak Valley South** | Trail Extension / Connector | Complete |
| **Oak Valley - Scott St** | Trailhead Addition | Complete |
| **Panchasarp Farms** | Onboarded | Complete |
| **Prairie Timbers** | Pavilion, Playground and Drainage Additions | Complete |
| **Park Annex** | Upgrades and Renovation | Complete |
| **Park Monument and Rule Signs** | Upgrades and Renovations | In Progress |
| **Scott Street Trailhead** | Trailhead Addition and Updates | Complete |
| **Shannon Creek** | Nature Park and Playground, Sport Court, Restroom, Pond, Parking, Trails, Etc. | In Progress |
| **Veteran's Memorial** | Turf Conversion | Complete |
| **Village Creek** | Paved Trail Additions, Pump Station, and Pedestrian Underpass | Complete |
| **Warren Park** | Playground and Pickleball Courts Updates | In Progress |
| **Wakefield Heights Park** | New Playground, surfacing, and swing set | Complete |
| **Willow Creek** | Low Water Crossing | Complete |

**Developed Trails in Burleson:**

- Oak Valley Trail and Trailhead
- Coyote Loop Family Trail
- MTB Trails at Chisenhall

# Awards Recognition and Grant Awards (2022–2025)

## Award Recognition

- 2022 TRAPS North Region Part-Time Employee of the Year
  Carl Dechart – Youth Track Program Coach
- Fall 2022 Inclusive Programming
- 2023 TRAPS North Region – Excellence in Maintenance Award
  No Mow Areas Initiative
- 2023 TRAPS North Region – Arts & Humanities Programming Achievement Award
  Juneteenth Art, Food, and Music Festival
- 2023 DFW Directors Association – Environmental Stewardship Award
  The Old Town Tree Care Program
- 2023 DFW Directors Association – Inclusion Award
- 2024 Southwest Park & Recreation Training Institute – PSA Award
  Pride in Our Parks Campaign
- 2025 Southwest Park & Recreation Training Institute – Innovation Award
  Trees for Tomorrow Program
- 2025 DFW Directors Association – Environmental Stewardship Award
  Kids Around the World Program




***City Of Burleson Employees***

Source: City of Burleson

## Grant Awards

- 2024 TXDOT Green Ribbon – Phase I
  *$400,000*
- 2024 GameTime Playground Grant
  *$127,364*
- 2025 TXDOT Green Ribbon – Phase II
  *$650,000* (in partnership with Keep Burleson Beautiful's GCAA Grant)
- Texas A&M Forest Service – Urban Forester Grant
  *$100,000*
- Texas A&M Forest Service – Tree Care Grant
  *$20,000*



***Oak Valley North Park***

Source: City of Burleson

# Benchmarking

Benchmarking is a data-driven comparative analysis used by the consulting team and Burleson city staff to measure the Burleson park system relative to other park and recreation systems in peer cities. Some of the metrics that have been analyzed include budget, staffing, and outdoor facilities.

The table below and the following map provide an overview of all parks within Burleson city limits, highlighting their distribution and supporting an understanding of the city's recreational landscape.

| Park # | Park Name |
|---|---|
| 1 | Bailey Lake Park |
| 2 | Warren Park |
| 3 | Centennial Park |
| 4 | Claudia's Playground |
| 5 | Elk Ridge Park |
| 6 | Hajek Park |
| 7 | Heberle Park |
| 8 | Hidden Vistas Park |
| 9 | Meadowcrest Park |
| 10 | Mistletoe Park |
| 11 | Oak Valley Park |
| 12 | Oak Valley Park - South |
| 13 | Prairie Timber Park |
| 14 | Prairie Timber Park - East |
| 15 | Robert Joseph Park |
| 16 | Wakefield Heights Park |
| 17 | Willow Creek Park |
| 18 | Cedar Ridge Park |
| 19 | Cindy Park |
| 20 | Clark Park |

| Park # | Park Name |
|---|---|
| 21 | Bartlett Park and Splash Pad |
| 22 | Burleson Bark Park |
| 23 | Chisenhall Sports Complex |
| 24 | Fire Station 16 Memorial Garden |
| 25 | Hidden Creek Golf Course |
| 26 | Hidden Creek Sports Complex |
| 27 | Russell Farm Art Center |
| 28 | Veterans Memorial Plaza |
| 29 | Cedar Ridge Park - East |
| 30 | Shannon Creek Park |
| 31 | Wakefield Heights Park - Open Space |
| 32 | Community Park |

## Parks and Open Space Acreage

The analysis of total park sites and acreage managed by Burleson and its peer jurisdictions provides a benchmark for assessing the total system size with two data points. Burleson has 32 parks managed by the parks and recreation department and owns 777.06 acres.

| Parks and Open Space Acreage | | | | |
|---|---|---|---|---|
| | Burleson, TX | Grapevine, TX | Euless, TX | Mansfield, TX |
| Total acres | 777.06 | 1,556 | 350 | 1,200 |
| Total number of parks | 32 | 49 | 15 | 20 |

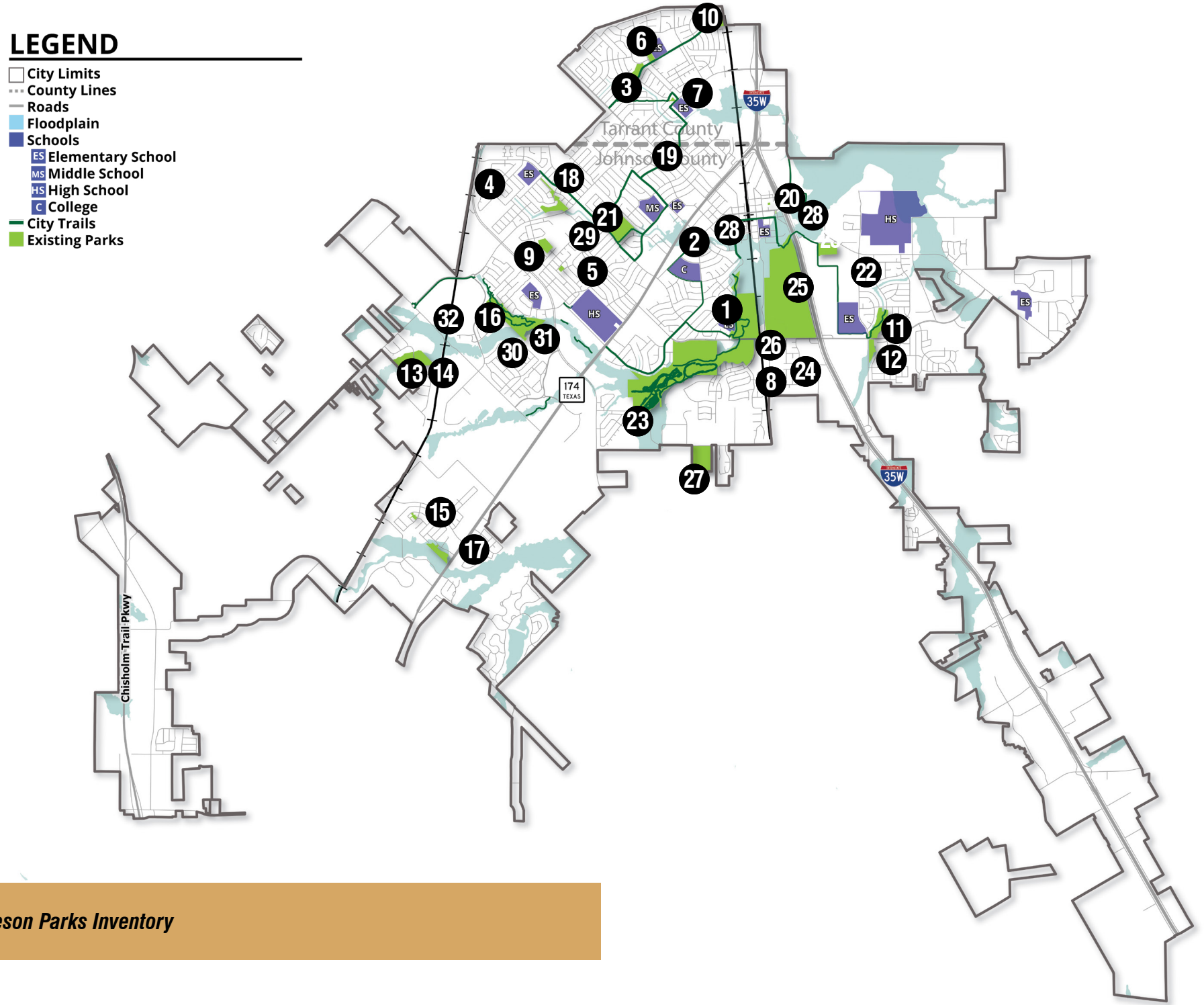
## Jurisdiction

To conduct the benchmark analysis, the City of Burleson identified Grapevine, TX, Euless, TX, and Mansfield, TX as peer agencies. These communities were selected for their similar populations and location within Texas. Data collected for the analysis included information on demographics, park acreage, staffing, programming, operating and capital budgets, and funding sources.

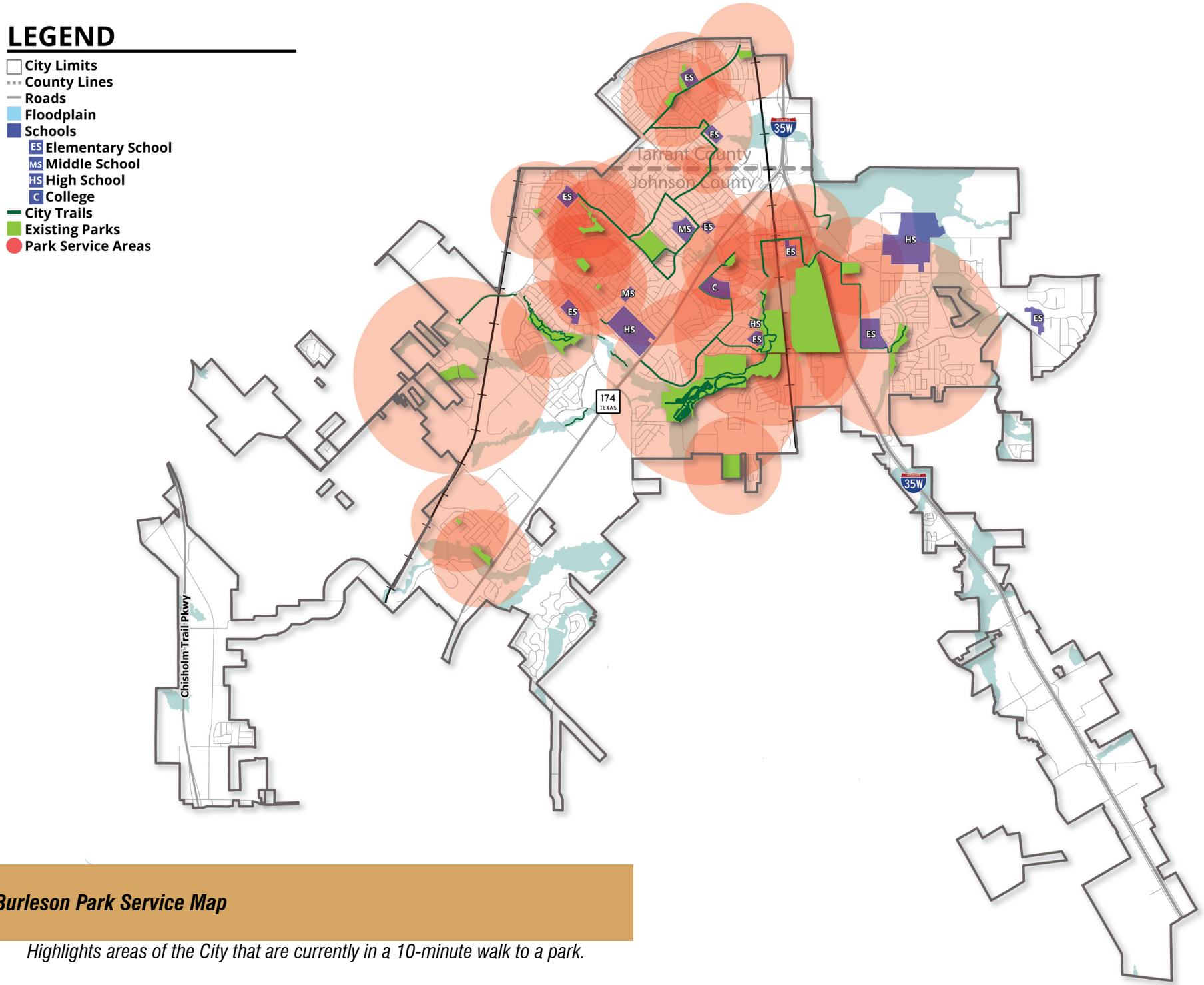
Since the data was gathered independently rather than provided directly by the agencies, some variations and discrepancies may exist due to differences in reporting methods and data collection. In some cases, data was unavailable. Any review of the benchmarking results should take these limitations into account.

| Population | | | |
|---|---|---|---|
| Burleson, TX | Grapevine, TX | Euless, TX | Mansfield, TX |
| 55,144 | 52,346 | 51,601 | 89,227 |






## *Burleson Parks Inventory*




***Burleson Park Service Map***

*Highlights areas of the City that are currently in a 10-minute walk to a park.*



***Heberle Park***

Source: City of Burleson

## Outdoor Amenities

This benchmark measured the number of existing outdoor amenities offered by Burleson and benchmarking agencies.

As a growing city south of the DFW metroplex, highlighting and utilizing benchmarking communities will help the city stay on top of trends or direction the overall parks, recreation, open space systems are taking.

| Amenities | | | | |
|---|---|---|---|---|
| | Burleson, TX | Grapevine, TX | Euless, TX | Mansfield, TX |
| Playgrounds | 24 | 32 | 17 | 16 |
| Sports Courts | 6 | 24 | 9 | 14 |
| Athletic Fields | 34 | 32 | 48 | 43 |
| Dog Parks | 1 | 1 | 1 | 1 |
| Recreation Centers (with fitness) | 1 | 1 | 1 | 1 |
| Recreation Centers (without fitness) | 0 | 0 | 2 | 0 |
| Senior Center | 1 | 1 | 1 | 1 |
| Splash Pads | 1 | 3 | 1 | 1 |
| Aquatic Center (Outdoor Pool) | 1 | 2 | 1 | 0 |
| Aquatic Center (Indoor Pool) | 1 | 1 | 1 | 0 |
| Special-Use | 1 | 5 | 2 | 2 |

## Budget

| Budget | | | | |
|---|---|---|---|---|
| | Burleson, TX | Grapevine, TX | Euless, TX | Mansfield, TX |
| Total operating expenses | $170,972,971 | $80,016,454 | $53.2 M | $385.8 M |
| Total capital budget | $85,191,359 | $58,047,512 | $8.3 M | $308.6 M |

Sources: City of Burleson, City of Grapevine, City of Euless, City of Mansfield

A broad range of annual budget and operating expenses were reported by the various benchmarking agencies.

Total operating expenses and capital budgets are updated annually through heavy involvement from city staff, city management, and city council. The driving forces for some expense budgets are personnel costs, utilities and infrastructure maintenance, public safety, municipal services, general administration, debt service, and social services.

Capital budgets hinge on infrastructure expansion and upgrades, public buildings and facilities, parks and recreation, technology advancements, economic development initiatives, environmental sustainability, and public safety.

Overall, the capital budget reflects long-term investments and strategic initiatives for the city's development, while operating expenses are more focused on the day-to-day running of city services and maintenance. Both budgets must be carefully balanced to ensure the sustainable growth and efficient functioning of the city.

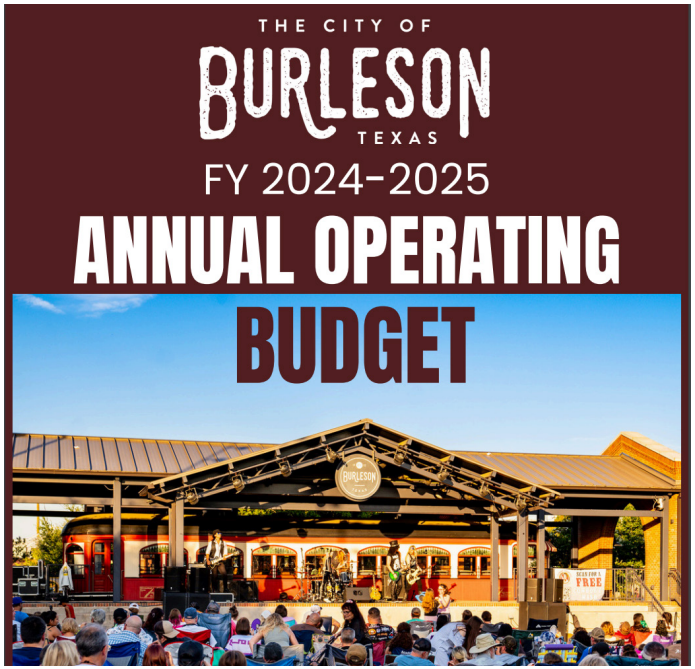
This master plan considers a 5-year snapshot of the funds for the City as a whole.

A few revenue sources for cities includes property taxes, sales taxes, income taxes, utility fees, usage fees and permits, fines and penalties, intergovernmental transfers, sales of good and services, tourism and hospitality taxes, development fees, public bonds, or public-private partnerships (PPPs).

These revenue sources help cities fund essential services, infrastructure maintenance, and development projects, ensuring the well-being and growth of the community.

Recovering costs and ensure financial sustainability as a Parks and Recreation Department is crucial to provide specific services, projects, or infrastructure improvements. Purpose and benefits include being sustainable financially over the long term, equity, transparency, and encourage efficient use and effective use. Facilities such as the BRiCk, Hidden Creek Golf Course, Russell Farm, and Chisenhall Sports Complex provide avenues for cost recovery and financial sustainability. Highlighting and maintaining these facilities come full circle for the community to utilize and provide resources for staff to make continuous quality improvements.

A well-structured cost recovery plan helps cities maintain fiscal health, provide essential services, and invest in future growth, all while ensuring accountability and fairness in financial management.




Source: City of Burleson

## Staffing

Providing current staffing and projected staffing allows the City to better handle the maintenance needs of its parks, recreation, and trail amenities. Below are current staffing numbers for City of Burleson Parks and Recreation Department and benchmark cities.

| Staffing | | | | |
|---|---|---|---|---|
| | Burleson, TX | Grapevine, TX | Euless, TX | Mansfield, TX |
| FY 2025 | 205 | 700 | 276 | 500 |
| FY 2035 | 233 | N/A | N/A | N/A |
| FY 2045 | 240 | N/A | N/A | N/A |

The table above shows current approximate numbers for city staff. Future and projected numbers not available for Benchmark cities.

Meeting our staffing needs is essential for maintaining the high standard of living that our residents expect and deserve. By strategically investing in human resources, we can ensure that our city remains safe, prosperous, and well-equipped to handle future challenges. It is imperative that we continue to evaluate and adapt our staffing requirements in response to the changing needs of our community, ensuring that our city remains a vibrant and thriving place to live, work, and visit.

## Summary

The benchmarking analysis utilizing peer communities' data provides a useful comparison of Burleson's Parks and Recreation performance relative to other park and recreation systems across the state.

The comparative insights from benchmark communities provide us with actionable strategies that align with our vision for a thriving, equitable, and sustainable city. By continuously benchmarking our performance against the best, we reaffirm our commitment to excellence and our dedication to the well-being of our community.



*Tinker Trail*

Source: City of Burleson

# PARKS & OPEN SPACE | 3



***Robert Joseph Park***

Source: City of Burleson

# 3 PARKS AND OPEN SPACE

Introduction
Parks Inventory Summary
Parks Classifications
System Recommendations and Opportunities
Action Items and Goal 1

Before assessing the park system needs in Burleson, it is essential to inventory the existing conditions. This chapter provides a snapshot of Burleson's current parks and open space system. It begins by establishing a hierarchy of park types and presenting an inventory of each kind. The chapter also discusses the existing conditions of the current parks and concludes with an assessment of park needs.

# Park Inventory Summary

Burleson has a total of 780.06 acres of dedicated parkland, encompassing both developed and undeveloped spaces. Most of this parkland is developed, with approximately 60 acres remaining undeveloped, excluding areas designated as non-programmed or natural spaces. Community parks make up about 49% of the city's total park acreage.

**Figure 3.1** provides an inventory of amenities available in Burleson parks. As noted, Community Parks comprise the largest percentage of park acreage, and therefore, most of the city's amenities are located within these parks. The amenities inventory includes only those parks owned and maintained by the City of Burleson.

## Park Inventory Definitions

### Playground
Designated outdoor area specifically equipped with recreational structures such as swings, slides, climbing frames,etc.

### Recreation
Includes various types of outdoor sports fields, such as soccer fields, baseball diamonds, tennis courts, basketball courts, pickle ball courts, and multi-purpose fields, all designed to accommodate a wide range of athletic pursuits and recreational interests. Ponds and lakes offer recreation amenities such as fishing, kayaking, canoeing, or educational opportunities. These facilities are intended to offer community members opportunities for organized sports, casual play, and fitness, enhancing their overall well-being and enjoyment of the park.

### Trail
A multi-use trail in a park is a designated pathway designed to accommodate a variety of recreational activities, such as walking, running, or cycling. See Chapter 4 for more on trails.

### Open Space
These spaces are often grassy fields or natural landscapes designed for various informal recreational activities, such as picnicking, playing catch, flying kites, or simply relaxing. Open spaces provide a versatile environment that encourages social gatherings, spontaneous play, and community events.

### In-development
Designated area of land that is currently undergoing planning, construction, and landscaping to transform it into a recreational space for public use.

### Undeveloped
Undeveloped parkland in a park refers to areas that remain in their natural state without any constructed amenities, landscaping, or recreational facilities. These tracts of land are typically characterized by native vegetation, forests, wetlands, or other natural features and are preserved to protect ecosystems, wildlife habitats, and biodiversity. The community park is undeveloped, but in the process of design and future construction.

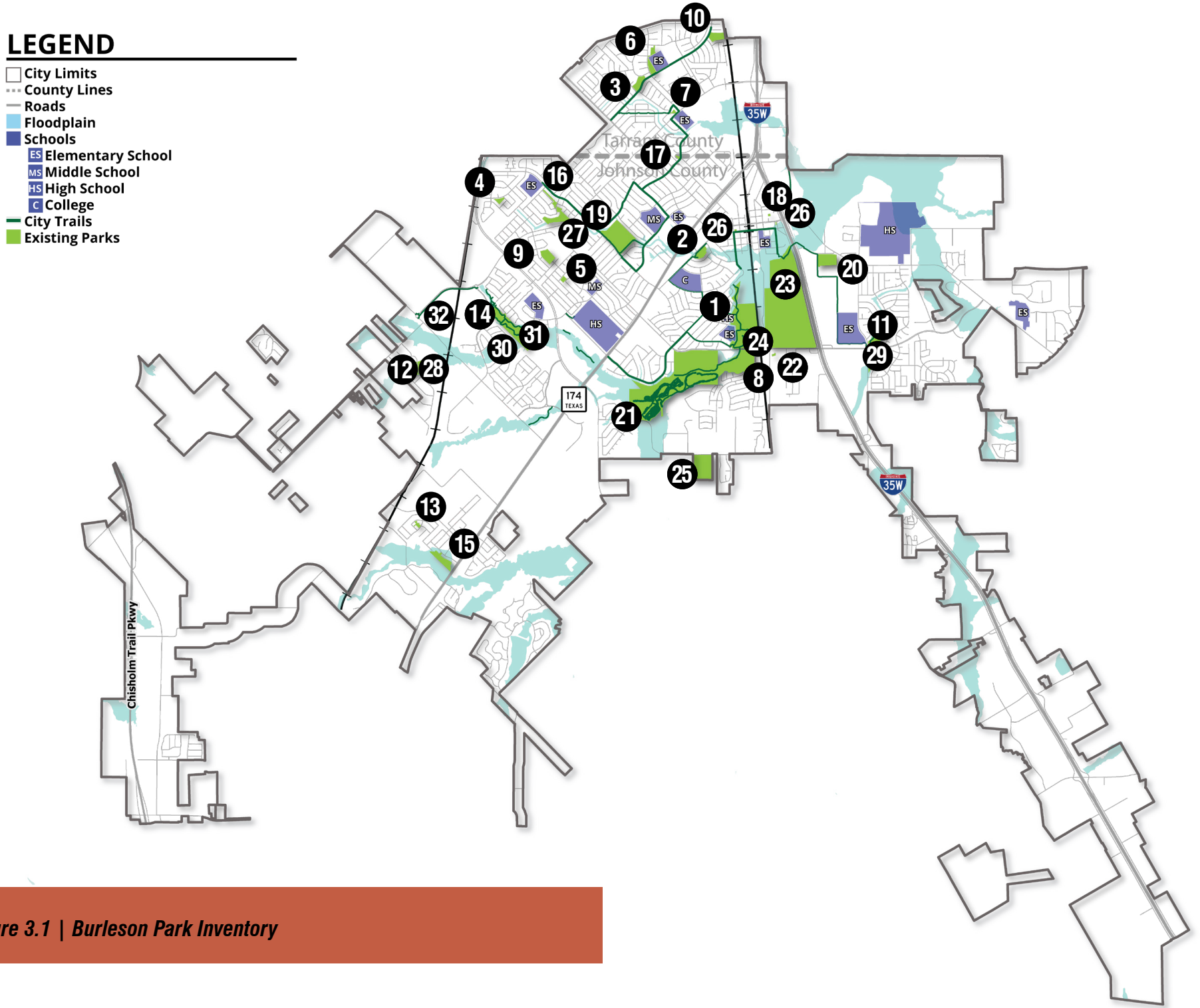



*Figure 3.1 | Burleson Park Inventory*

*Figure 3.1 | Inventory of Burleson Parks*

| Park # | Park Name | Park Type | Playground | Trail | Open Space | In-development | Undeveloped | Acreage |
|---|---|---|---|---|---|---|---|---|
| 1 | Bailey Lake Park | Community | | X | X | | | 67.3 |
| 2 | Warren Park | Community | X | X | X | | | 5.5 |
| 3 | Centennial Park | Neighborhood | X | X | | | | 5.6 |
| 4 | Claudia's Playground | Neighborhood | X | X | | | | 1.9 |
| 5 | Elk Ridge Park | Neighborhood | X | X | | | | 1.3 |
| 6 | Hajek Park | Neighborhood | | | X | | | 5.9 |
| 7 | Heberle Park | Neighborhood | X | X | | | | 0.7 |
| 8 | Hidden Vistas Park | Neighborhood | | X | | | | 36.6 |
| 9 | Meadowcrest Park | Neighborhood | X | X | | | | 7.1 |
| 10 | Mistletoe Park | Neighborhood | X | X | | | | 7.0 |
| 11 | Oak Valley Park | Neighborhood | X | X | | | | 17.86 |
| 12 | Prairie Timber Park | Neighborhood | X | X | X | | | 13.2 |
| 13 | Robert Joseph Park | Neighborhood | X | X | X | | | 2.0 |
| 14 | Wakefield Heights Park | Neighborhood | X | | | | | 0.5 |
| 15 | Willow Creek Park | Neighborhood | X | X | X | | | 8.6 |
| 16 | Cedar Ridge Park | Mini | X | | | | | 2.2 |
| 17 | Cindy Park | Mini | X | | | | | 0.6 |

| Park # | Park Name | Park Type | Playground | Trail | Open Space | In-development | Undeveloped | Acreage |
|---|---|---|---|---|---|---|---|---|
| 18 | Clark Park | Mini | X | | | | | 0.3 |
| 19 | Bartlett Park and Splash Pad | Special Use | X | X | | | | 34.5 |
| 20 | Burleson Bark Park | Special Use | | | X | | | 3.5 |
| 21 | Chisenhall Sports Complex | Special Use | X | X | X | | | 172.9 |
| 22 | Fire Station 16 Memorial Garden | Special Use | | | | | | 0.5 |
| 23 | Hidden Creek Golf Course | Special Use | | | | | | 194.4 |
| 24 | Hidden Creek Sports Complex | Special Use | | | | | | 17.5 |
| 25 | Russell Farm Art Center | Special Use | | | | | | 29.3 |
| 26 | Veterans Memorial Plaza | Special Use | | | | | | 0.2 |
| 27 | Cedar Ridge Park - East | Open Space/ Undeveloped | | | | | X | 10.2 |
| 28 | Prairie Timber Park - East | Open Space/ Undeveloped | | | | | X | 11.2 |
| 29 | Oak Valley Park - South | Open Space/ Undeveloped | | X | | | X | 6.0 |
| 30 | Shannon Creek Park | Open Space/ Undeveloped | | | | X | X | 14.8 |
| 31 | Wakefield Heights Park - Open Space | Open Space/ Undeveloped | | | X | | | 42.9 |
| 32 | Community Park | Open Space/ Undeveloped | | | | X | | 55.0 |
| | **Total Acreage** | | | | | | | **777.06** |

# Park Classifications

Park classifications categorize parks by type, allowing the city to allocate resources effectively based on size and amenities. In Burleson, there are four park classifications:

- Community Park
- Neighborhood Park
- Mini park
- Special Use Park

Figure 3.2 Illustrates the existing parks in Burleson. Each classification has a standard size range, typical amenities, and a service area based on guidelines from the National Recreation and Parks Association (NRPA). Service area refers to the typical driving distance individuals are willing to travel to visit each park type. Defining park typologies is a key part of the master plan process. It helps identify deficiencies in specific park types and determine whether a park is missing amenities typical for its classification. The following pages provide descriptions of each park type and Burleson's current inventory.



*Bartlett Park*

Sources: City of Burleson

## Community Park

Community Parks are larger parks designed to serve multiple surrounding neighborhoods. They typically contain active and passive amenities, including but not limited to, sports fields, courts, aquatics, trails, landscaping, playgrounds, open space, benches, pavilions, and public art. Currently, Burleson has 2 Community Parks spanning approximately 72.8 acres. Bailey Lake Park is the largest with 49-acres of park space, and 8-acre lake, and 18-hole disc gold course. **Figure 3.3** outlines the acreage breakdown of the community parks.

- **Size:** 10 to 50 acres (typically falls between 30-50 acres)
- **Service Area:** 0-5 miles

*Figure 3.3 | Inventory of Community Parks*

| Park # | Community Park Name | Acreage |
|---|---|---|
| 1 | Bailey Lake Park | 67.3 |
| 2 | Warren Park | 5.5 |
| | **Total Acreage** | **72.8** |



*Warren Park*

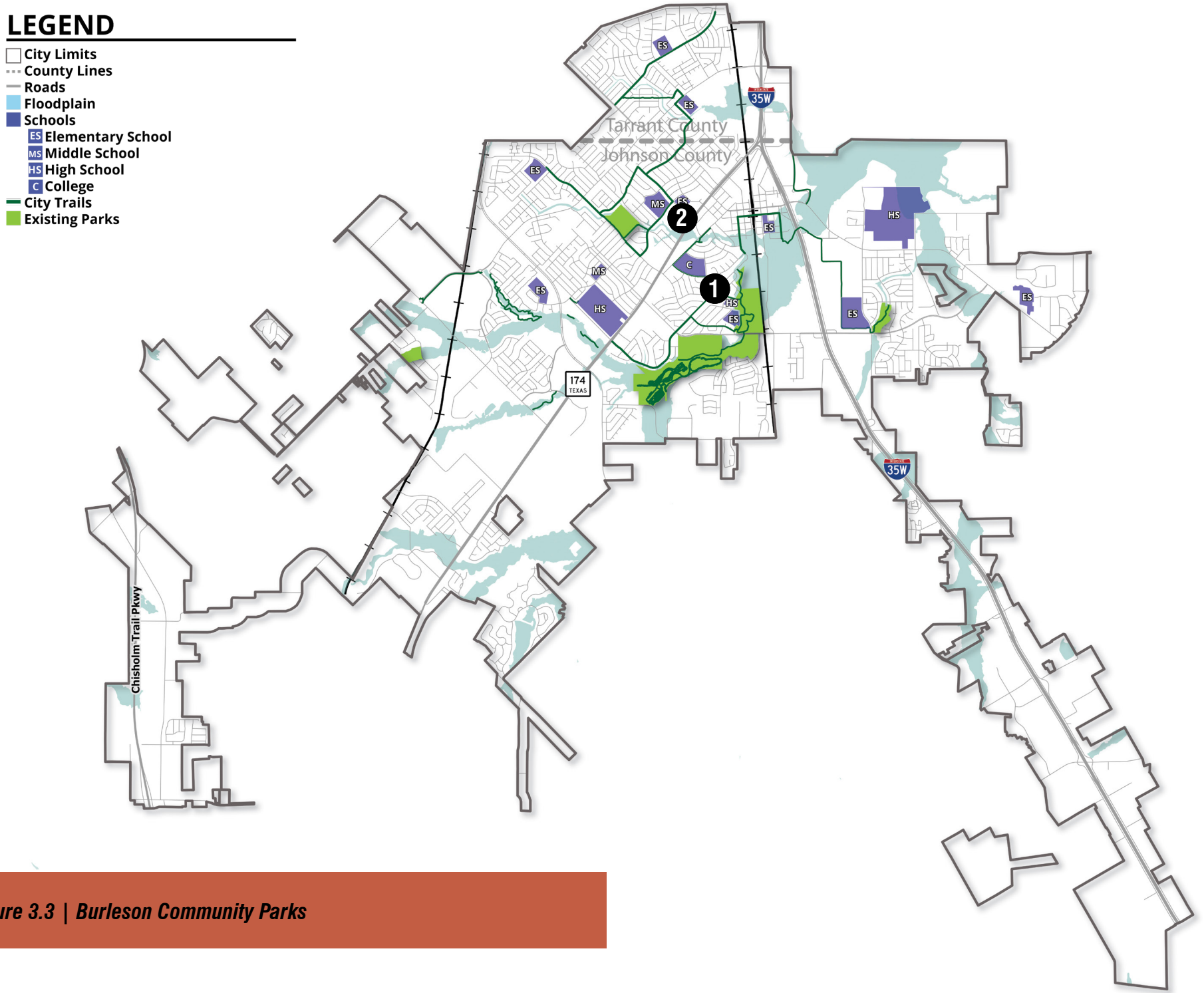



*Figure 3.3 | Burleson Community Parks*

## Neighborhood Park

Neighborhood Parks are small to medium-sized parks located within walking distance of the nearby community they serve. They typically contain passive amenities including but not limited to, landscaping, playgrounds, open space, benches, pavilions, and sculptures or similar public art. Neighborhood parks vary in their amenities; some include restrooms and parking lots while others do not. Currently, there are 13 Neighborhood Parks in Burleson. **Figure 3.5** outlines the acreage breakdown of Neighborhood Parks in Burleson

- **Size:** 3 to 20 acres (typically falls between 3-5 acres)
- **Service Area:** 0-1 mile



*Elk Ridge Park*

Sources: City of Burleson

*Figure 3.4 | Inventory of Neighborhood Parks*

| Park # | Neighborhood Park Name | Acreage |
|---|---|---|
| 3 | Centennial Park | 5.6 |
| 4 | Claudia's Playground | 1.9 |
| 5 | Elk Ridge Park | 1.3 |
| 6 | Hajek Park | 5.9 |
| 7 | Heberle Park | 0.7 |
| 8 | Hidden Vistas Park | 36.6 |
| 9 | Meadowcrest Park | 7.1 |
| 10 | Mistletoe Park | 7.0 |
| 11 | Oak Valley Park | 17.86 |
| 12 | Prairie Timber Park | 13.2 |
| 13 | Robert Joseph Park | 2.0 |
| 14 | Wakefield Heights Park | 0.5 |
| 15 | Willow Creek Park | 8.6 |
| | **Total Acreage** | **108.26** |



*Mistletoe Park*

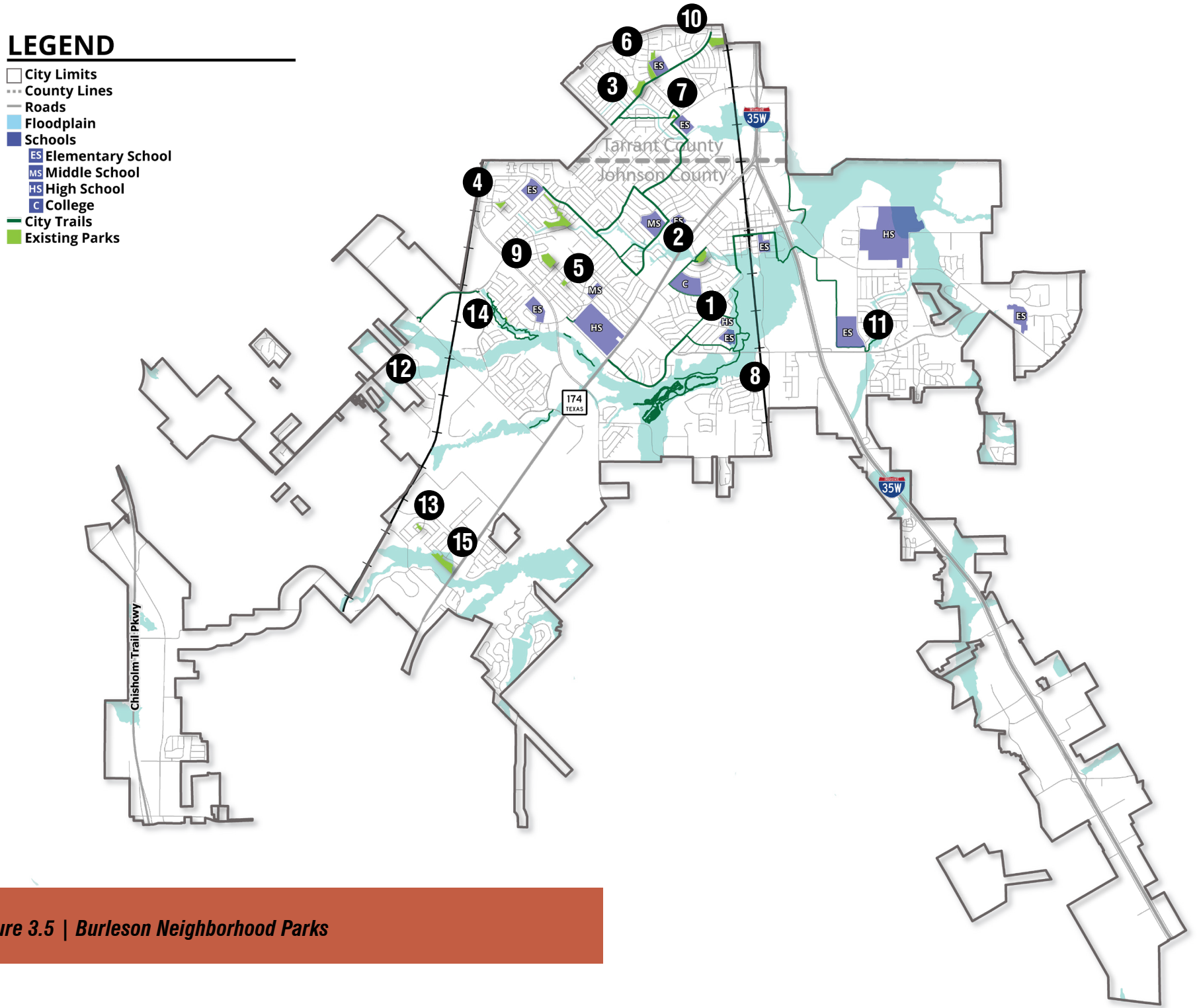



*Figure 3.5 | Burleson Neighborhood Parks*

## Mini Park

Mini Parks are small public parks designed to fill gaps in park coverage. Mini Parks are frequently created on small, irregular pieces of land, in vacant building lots, along the centers of broad avenues, or even in parking spots. These parks typically feature passive amenities, such as seating, and are ideal for signage or beautification efforts. Mini Parks generally do not include restrooms or parking lots. **Figure 3.6** provides a detailed breakdown of Mini Park acreage in Burleson.

- **Size:** 0-3 acres
- **Service Area:** 0-0.5 mile

*Figure 3.6 | Inventory of Mini Parks*

| Park # | Mini Park Name | Acreage |
|---|---|---|
| 16 | Cedar Ridge Park | 2.2 |
| 17 | Cindy Park | 0.6 |
| 18 | Clark Park | 0.3 |
| | **Total Acreage** | **3.1** |



***Cindy Park***



***Clark Park***

Sources: City of Burleson

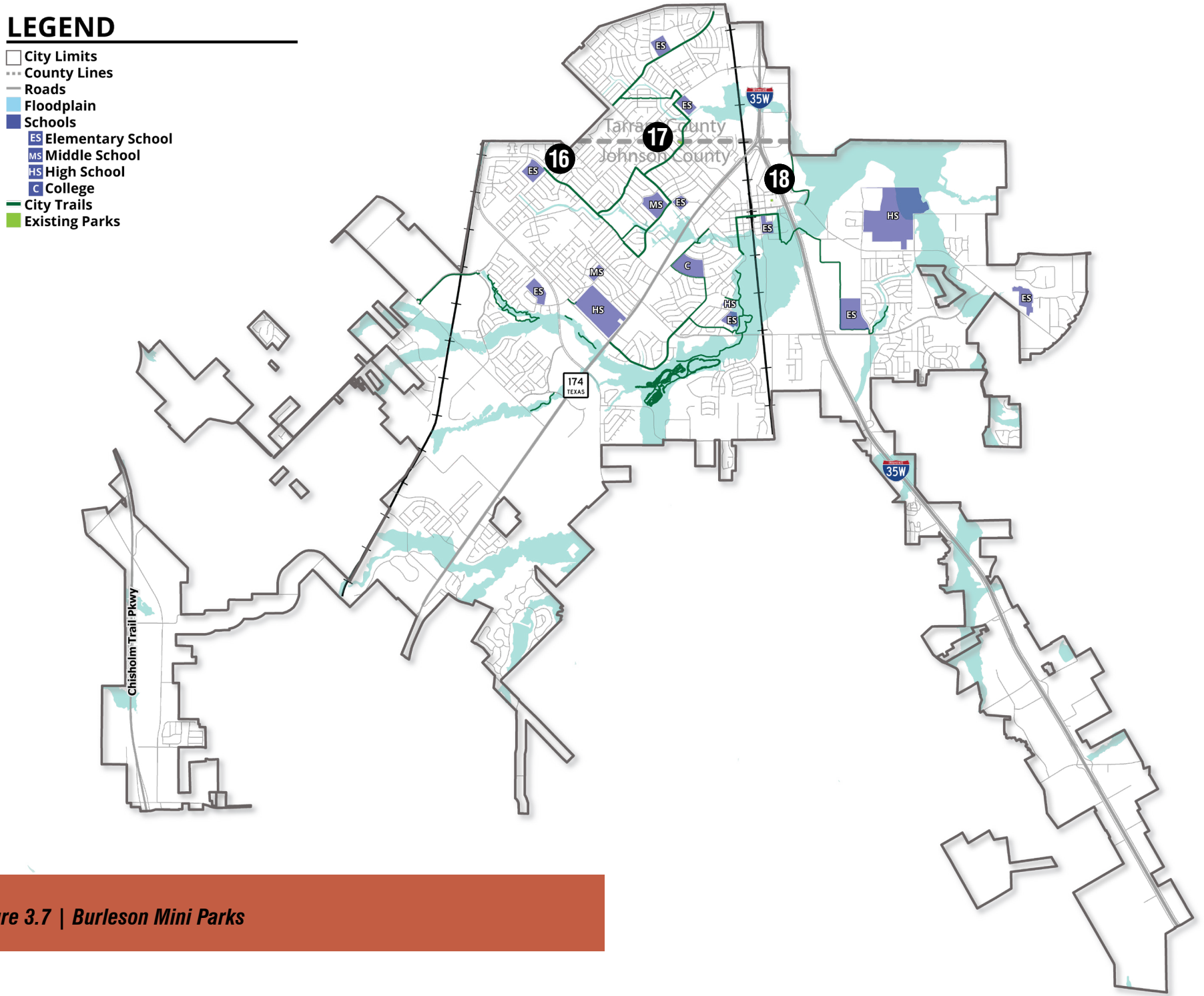



*Figure 3.7 | Burleson Mini Parks*

## Special Use Park

Special Use Parks generally have dedicated and unique uses such as a sports fields, historical sites, skate parks, or bike parks. There is approximately 452.8 acres of special-use parkland in Burleson today. **Figure 3.8** outlines the acreage breakdown of special-use parks. The Burleson Memorial Cemetery is not included in the overall parks list, but is maintained and managed by the Parks and Recreations Department. The cemetery is 9.7 acres with 37.7 R.O.W. acres and 82.7 drainage acres.

- **Size:** Varies
- **Service Area:** City-Wide



*Hidden Creek Sports Complex*



*Russell Farm Art Center*

Sources: City of Burleson

*Figure 3.8 | Inventory of Open Space & Undeveloped Parkland*

| Park # | Special Use Park Name | Acreage |
|---|---|---|
| 19 | Bartlett Park and Splash Pad | 34.5 |
| 20 | Burleson Bark Park | 3.5 |
| 21 | Chisenhall Sports Complex | 172.9 |
| 22 | Fire Station 16 Memorial Garden | 0.5 |
| 23 | Hidden Creek Golf Course | 194.4 |
| 24 | Hidden Creek Sports Complex | 17.5 |
| 25 | Russell Farm Art Center | 29.3 |
| 26 | Veterans Memorial Plaza | 0.2 |
| | **Total Acreage** | **452.8** |



*Burleson Bark Park*

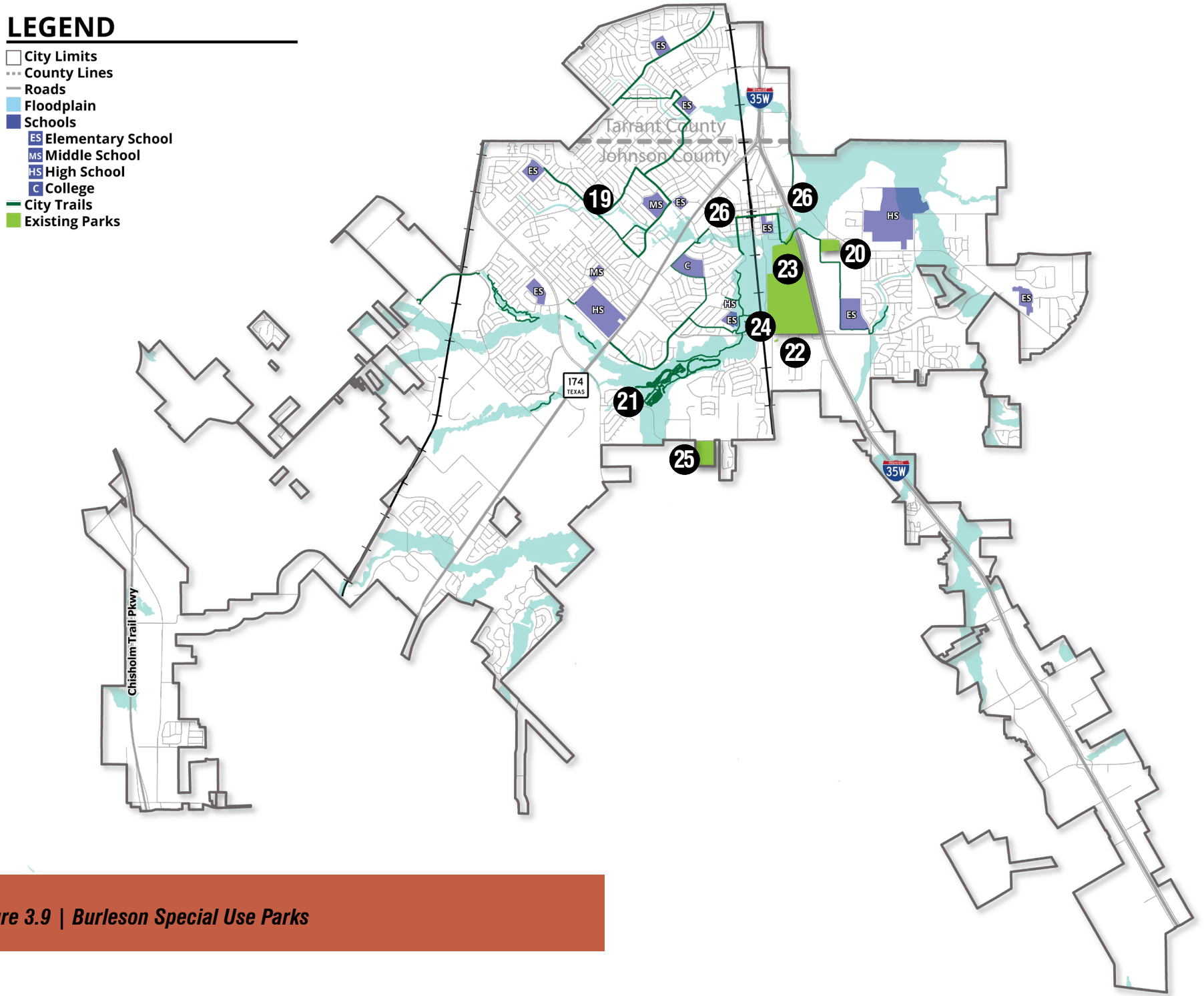



*Figure 3.9 | Burleson Special Use Parks*

# Open Space & Undeveloped Parkland

Burleson currently has three undeveloped parks, but those parks are currently under design, completed design and commencing construction. Shannon Creek Park, Wakefield Heights Park and the community park located at Alsbury and Hulen. Open Spaces are generally non-programmed, natural areas that preserve the environment while providing public access to features like: creeks, lake shores, forests and other natural landscapes. The Community Park at the corner of Alsbury and Hulen is under current development, which will be around 55 acres in total.

These spaces typically offer minimal amenities, emphasizing conservation and passive recreation. **Figure 3.10** provides a breakdown of undeveloped parkland acreage in Burleson as of 2024.

*Figure 3.10 | Inventory of Open Space & Undeveloped Parkland*

| Park # | Open Space & Undeveloped Parkland Name | Acreage |
|---|---|---|
| 27 | Cedar Ridge Park - East | 10.2 |
| 28 | Prairie Timber Park - East | 11.2 |
| 29 | Oak Valley Park - South | 6.0 |
| 30 | Shannon Creek Park | 14.8 |
| 31 | Wakefield Heights Park - Open Space | 42.9 |
| 32 | Community Park | 55 |
| | **Total Acreage** | **140.1** |




***Shannon Creek Nature Park***



***Wakefield Heights Park - Open Space***

Sources: City of Burleson

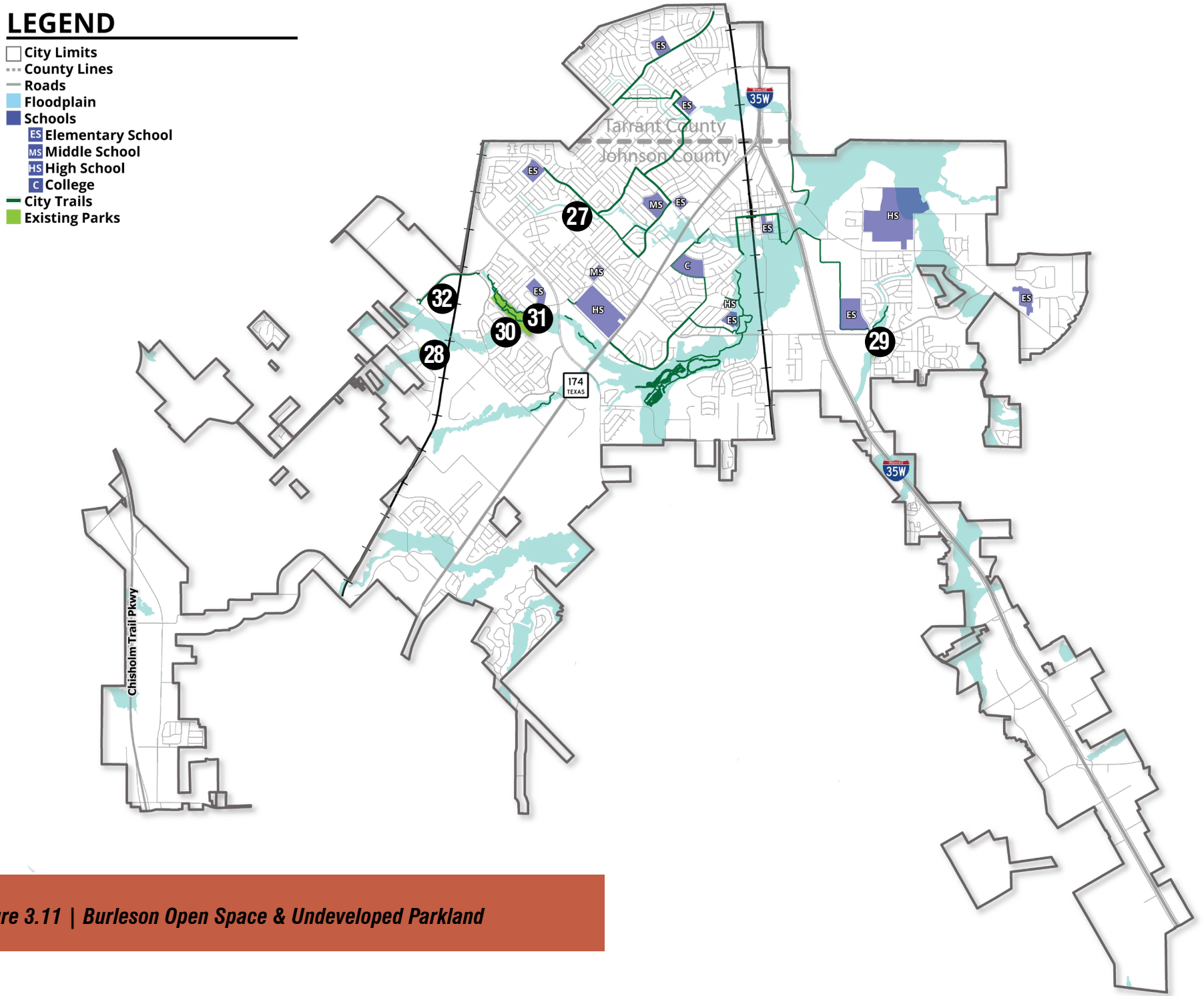



*Figure 3.11 | Burleson Open Space & Undeveloped Parkland*

# System Recommendations and Opportunities

This section provides an analytical framework for identifying the facilities and amenities most desired by Burleson residents. The Needs Assessment offers recommendations for park system improvements, prioritizing them based on a combination of quantitative and qualitative data. A three-part approach is used to evaluate both current and future park needs in Burleson.

- **Standards Based.** The Standards Based Approach compares current and projected population figures to the city's park acreage. It also maps park access and distribution across the city to identify gaps in park coverage. Comparisons are made against national standards set by the National Recreation and Parks Association (NRPA).
- **Demand Based.** The Demand Based Approach analyzes public input and facility use statics to determine what facilities are most utilized and desired by residents. Data used for this analysis was gathered through online surveys, public meetings, focus groups, and an assessment of facility usage data.
- **Resource Based.** The Resource Based Approach evaluates existing amenities and identifies potential locations for future amenities. These opportunities typically include creating additional preserves for natural systems, taking advantage of underused land in floodplains, collaborating with schools and other local entities to identify parkland for possible multi-use agreements, re-purposing vacant open spaces, and identifying future development areas.



*Chisenhall Fields*



*Elk Ridge Park*

Sources: City of Burleson

# Standards Based Approach

## Park Acreage Level of Service

Acreage Level of Service (LOS) is shown as a per-capita figure such as "10 acres per 1,000 population." The National Recreation and Park Association (NRPA) has developed standards for park acreage LOS and based on these national standards a target LOS (TLOS) was developed for the City of Burleson. **Figure 3.13** shows the NRPA standards for neighborhood parks, community parks, and the overall park system.

Today Burleson has 14.1 acres of parkland per 1,000 residents. Based on the 2025 population and the NRPA standard of 10.2 acres per 1,000 residents, Burleson has 214.6 acreage surplus. However, the population is projected to grow to 125,527 by 2053. If Burleson did not add any parkland to the current park system, the city would have a deficit of 98.6 acres. So while the current park system meets the standards set by NRPA, as the population grows the city will need to acquire additional land.

## Benchmarking Communities

The communities displayed in the LOS analysis help identify where the park system in Burleson match up in the region. While every park system and city has its own unique set of characteristics and needs, a standards based assessment and identifying similar communities help create a benchmark for future goals. The identified benchmarking communities were identified by the City.

**Grapevine Existing Level of Service**
29.11 Acres per 1,000 Residents

**Euless Existing Level of Service**
6.18 Acres per 1,000 Residents

**Mansfield Existing Level of Service**
13.66 Acres per 1,000 Residents

*Figure 3.12 | Burleson Existing and Future Parkland Level of Service*

| Burleson Existing and Future Parkland Level of Service | | | | | |
|---|---|---|---|---|---|
| Year | Population | Park Acreage | NRPA Standard | Existing LOS | Gap |
| 2025 | 55,144 | 777.06 | **10.2 acres** per 1,000 residents | **14.1 acres** per 1,000 residents | 214.6 acre surplus |
| 2053 | 125,527 | 777.06 | **7 acres** per 1,000 residents | **6.2 acres** per 1,000 residents | 98.6 acre deficit |




***Willow Creek Park***

Source: City of Burleson

## Park Service Area

The NRPA also established a general service area for different park typologies. The typical service area for different types of parks is shown in **Figure 3.13. Figure 3.14** uses radii to determine the existing service area for Burleson based on the standard radius displayed in **Figure 3.14**. For the purpose of this analysis only community parks, neighborhood parks, mini parks and special use parks service radius were measured. Open space and undeveloped parkland service area is varied based on the size of the park.

Trust for Public Land (TPL) is a national nonprofit organization dedicated to creating parks and protecting land for people to enjoy, ensuring healthy, livable communities for generations to come. It collaborates with communities to ensure that everyone has access to the benefits of nature, focusing on equitable park access, climate resilience, and community engagement. The ParkScore® index is a comprehensive analysis developed by TPL that evaluates the quality and accessibility of parks across the United States. This tool helps guide local efforts to improve park systems, ensuring that green spaces are available and beneficial to all community members.

Based on the Trust for public land park score analysis, 65% of Burleson residents live within a 10-minute walk. The median park score for American cities is 55%. Looking at areas of the city under served by parks, these gaps are primarily located in the southern and eastern parts of the city. Shannon Creek and the new Community Park to be developed are examples aiming to minimize these gaps and expand park access. **Figure 3.14** displays TPL's service area analysis for Burleson.



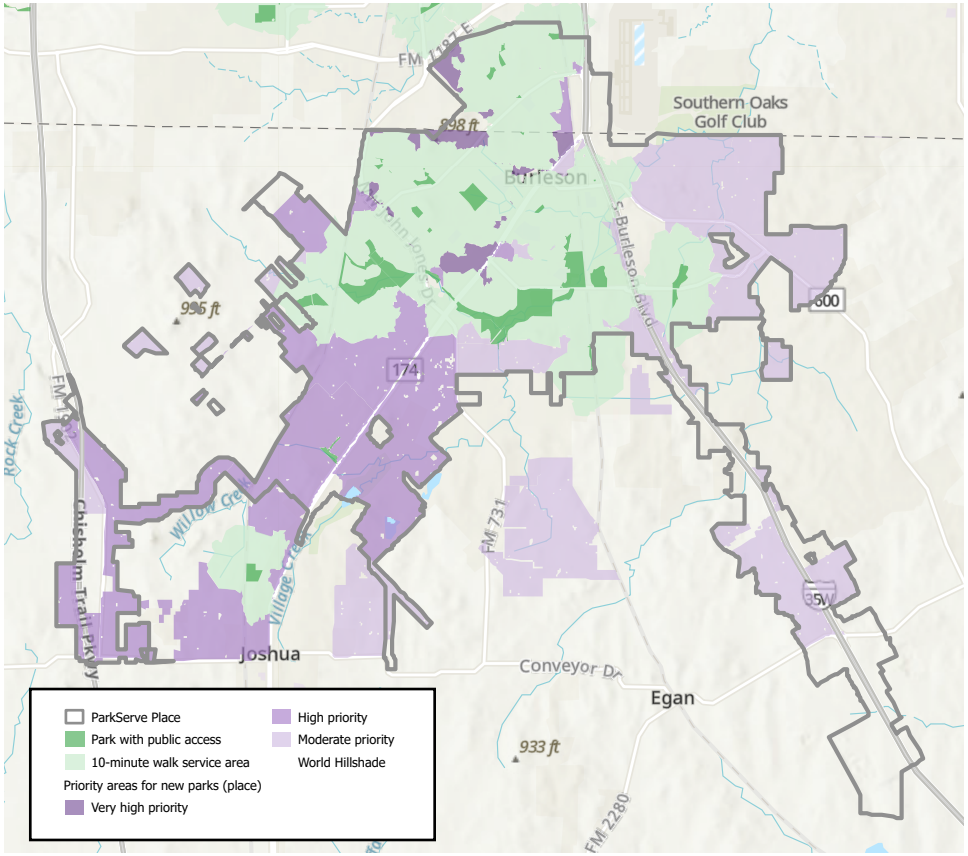
***Prairie Timber Park***

Source: City of Burleson

*Figure 3.13 | Service Area by Park Type*

| Park Type | Standard Radius |
|---|---|
| Community Parks | 1 Mile |
| Neighborhood Parks | 1/2 Mile |
| Mini Parks | 1/4 Mile |
| Special Use Parks | 1/2 Mile |
| Open Space/Undeveloped Parkland | Variable |

*Figure 3.14 | Trust for Public Land Service Area Map**




**The data above is based on the inventory Trust for Public Land(TPL) had in their data base. The map does not capture all of the parks in Burleson*



***Bartlett Park Playground***

Source: City of Burleson

# Resource Based Assessment

The resource based assessment examines the existing resources in Burleson. These resources can be utilized by the City to identify future parks, recreation, and open space amenities. The park service map on page 40 shows the areas of the City that are currently in a 10-minute walk to a park. The city can examine the current gaps in the park system to identify where future parks might go. Prioritizing parks in the gaps can help increase overall accessibility and connectivity in Burleson's park system. The City of Burleson's resources with the greatest potential for new parks spaces include:

- City-Owned Land
- Undeveloped Land
- Natural Features
- Future Land Use Map Growth Areas

## City Owned Land

The City of Burleson owns a significant amount of land, some in ideal locations for future park development. Further analysis of these areas may reveal the feasibility of transforming these sites into pocket parks, thereby extending park services further into residential neighborhoods.

## Undeveloped Land

Burleson's city limits encompass a significant amount of undeveloped land that could be transformed into new park spaces. Much of this land is situated in areas lacking park services, particularly in the eastern part of the city. By strategically acquiring and developing these areas, Burleson can create a more comprehensive and interconnected system of parks, recreation, and open spaces.

## Natural Features

Currently Burleson does a great job at designing with the natural landscape of the City and has built trails along the existing floodplain. Preserving these natural features within the park system will provide opportunities for passive recreation, education, flood management, and maintaining connections between existing park assets.

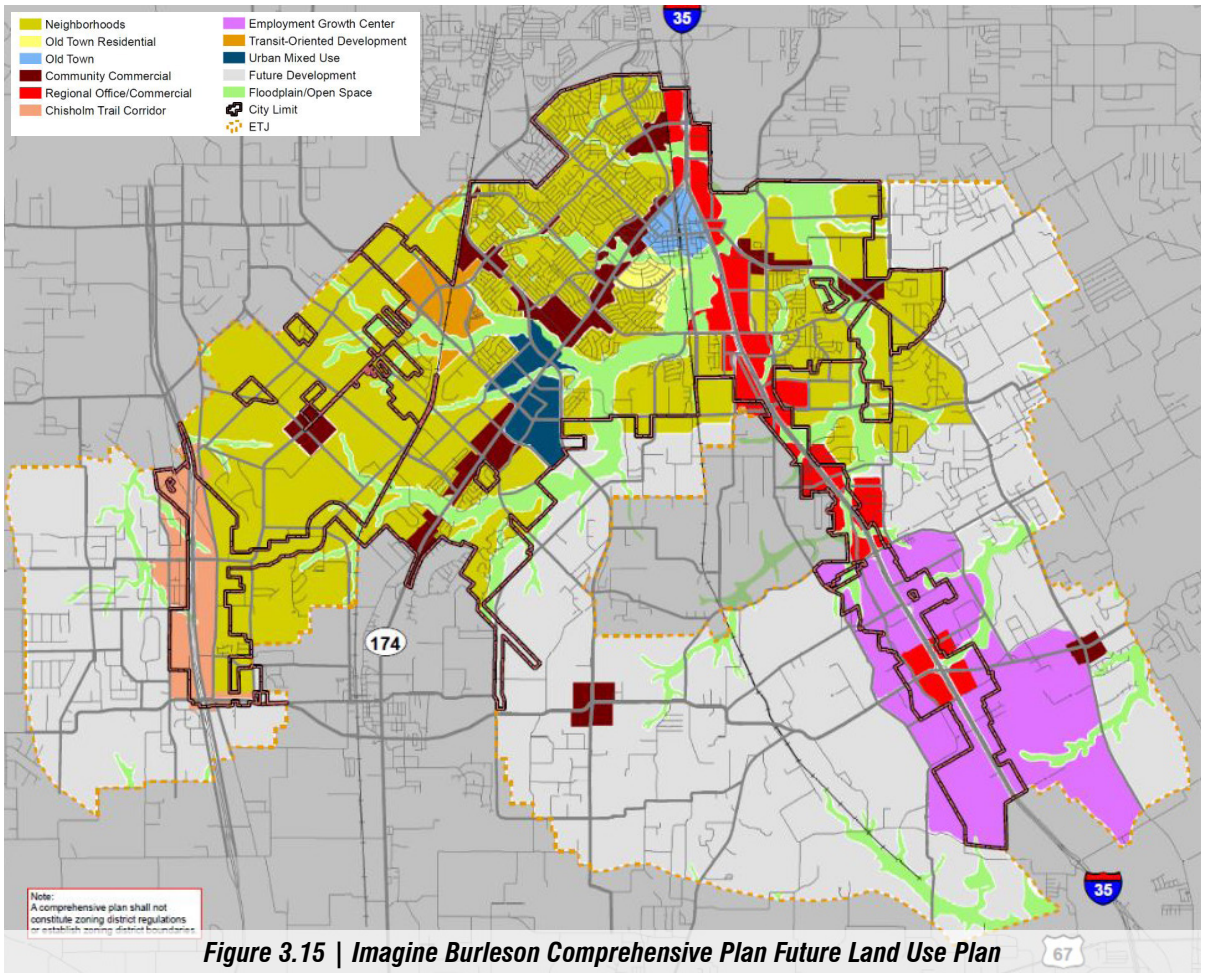



*Figure 3.15 | Imagine Burleson Comprehensive Plan Future Land Use Plan*

Source: City of Burleson

## Future Land Use Map Growth Areas

The Future Land Use Map in the Imagine Burleson Comprehensive Plan outlines future development and growth for the City. **Figure 3.15** displays the Future Land Use Map. The yellow displays  where future residential areas are expected to develop. Planning for future parks in these areas can ensure that future residents have access to parks. The Chisholm Trail corridor the transit-oriented development areas should also capture park amenities to meet the demands as the population grows.



***Bailey Lake Dredging and Public Education***

Source: City of Burleson

# Action Items and Goal 1

Through the needs assessment and community engagement process, a series of actions have been identified. Survey data and citizen input highlighted several ways to enhance the park system and expand its offerings in line with the City's growth. These themes are integrated into the action plan as detailed strategies in Chapter 7.

## Elevate Park Quality

### Action Item 1.1
### Develop parkland in areas currently under served.

The Park Service map on page 40 displays where there are gaps in the current park system. Developing parks in under served areas currently outside the existing service area can significantly enhance overall community connectivity. These new parks will act as vital links, creating a network of green spaces that facilitate easier access to recreational facilities for all residents. Improved connectivity encourages more active lifestyles, supports mental well-being, and fosters social interaction among community members. Additionally, strategically placed parks can help bridge gaps in service, ensuring equitable access to recreational opportunities, promoting environmental stewardship, and potentially increasing property values in surrounding neighborhoods. By addressing these under served areas and coordinating with internal departments for capital planning and budgeting, the community can enjoy a more cohesive and vibrant park system.

### Action Item 1.2
### Actively plan and coordinate with the County regarding parkland and open space in the ETJ.

Burleson's extraterritorial jurisdiction (ETJ) currently encompasses approximately 29,258.68 acres. This is a combination of residential lots, retail space, elementary school and open field/land. These areas could eventually be annexed into the City and thus subject to all city development regulations. As part of long-term planning, the City should identify potential parkland opportunities within the ETJ knowing the land may be obtained through the parkland dedication ordinance through residential development. The Future Land Use Map created for the Imagine Burleson Comprehensive Plan, displayed on page 64, shows where future development could occur. As the plan progresses, coordination on how to preserve land for parks and open should be considered.




*Wakefield Heights Park*

Source: City of Burleson

## Action Item 1.3

## Routinely review and update the parkland dedication ordinance to ensure that it reflects the true cost of acquiring and developing parks and ensure maintenance and operations increase with development.

Burleson has a parkland dedication ordinance mandating that developers either allocate a portion of their development for parkland or pay a fee instead. This fee is then used for the development of new parks. This ordinance is essential for ensuring that new developments contribute to the city's growth. To maintain its effectiveness, the parkland dedication ordinance was reviewed and updated as part of this process to reflect the true costs of land acquisition and park development. **Figure 3.16**, located below, illustrates an example of this ordinance, which was adopted in 2022.

*Figure 3.16 | Parkland Dedication Ordinance*

**EXHIBIT A**

**ARTICLE 8. - PARK AND RECREATION DEVELOPMENT**

The purpose of the park land dedication and development requirements is to provide recreational areas in the form of city or private parks in conjunction with subdivision development. Each residential development, including multi-family developments, containing four or more residential units shall dedicate a portion of the land and construct facilities, or pay cash in lieu of dedication and construction.

**Sec. 8.1 - Parkland dedication policy.**

**(a)** ***Parkland site selection requirements.***

(1) Land proposed for dedication under this policy shall be suitable for parks, linear destination trails and recreational uses, as determined by the director of parks and recreation.

(2) Park locations shall generally comply with the parks and trails master plan.

(3) In selecting a site for a park, the director of parks and recreation will avoid an accumulation of non-contiguous parcels of land or an accumulation of land unsuitable for park purposes.

(4) Park sites will be accepted on the basis of obtaining natural, park-like settings, where available, and will consist of diverse topography and open space suitable for the development of recreational facilities.

(5) Park sites shall be located, whenever possible, contiguous to school sites and other public or nonprofit agency sites in order to make maximum use of common public facilities and grounds.

(6) Careful consideration shall be given to the need for development of linear parks and trails around natural creeks and wooded areas. When development occurs near a floodway that is designated by either the parks and trails master plan or the director of parks and recreation, the developer is required to construct that portion of the trail that occurs within his/her development. The developer will construct the trail in accordance with park and recreation design criteria. The cost for the trail's development will be borne by the developer and will be credited toward the developer's infrastructure requirement.

(7) At least 50 percent of the required dedicated parkland should have slopes in the two percent to five percent range and should be well-drained.

(8) Floodplain and floodway areas, as designated on the flood insurance rate map (FIRM) should not exceed 50 percent of the total park dedication.

With every park development, maintenance and operations should increase and be accounted for. Expanding the use of technology to improve maintenance efficiency and utilizing off-season months to complete proactive replacements and larger renovation projects are strategies for the City to continue its maintenance program. The Parks department is dedicated to prioritizing safety improvements throughout the existing parks to promote a level of comfort amongst the community and visitors.

## Action Item 1.4

## Increase the percentage of residents that are within a 10-minute walk to a park to 75% by 2040.

Currently, 65 percent of Burleson's residents live within a 10-minute walk of a park. To increase this percentage to 75 percent as the city grows, Burleson will need to strategically develop new parks and enhance existing ones, particularly in under served areas. This can involve acquiring and developing vacant land, re-purposing underutilized spaces, and creating green corridors that connect neighborhoods to parks.

Integrating parks into new residential developments and prioritizing accessibility in urban planning will also be crucial. However, achieving this goal will be challenging as the population grows, requiring careful coordination of resources, community engagement, and long-term planning to ensure that new and existing residents have equitable access to recreational spaces.



***Centennial Park Playground***

Source: City of Burleson

## Action Item 1.5
## Conduct specific park master plans for several parks in Burleson.

During the planning process the project team conducted park visits to assess the existing conditions of parks in Burleson. The following parks will need additional considerations to create specific master plans:

- Cedar Ridge Park East
- Chisenhall Sports Complex
- Oak Valley Park South
- Prairie Timber Park - East
- Warren Park
- Wakefield Heights Park - Open Space

Initial planning and research, needs assessment, community engagement, stakeholder engagement, concept development, and an implementation plan are key steps to creating park specific master plans for the city to update and improve over the years.

## Action Item 1.6
## Pursue funding from Texas Parks and Wildlife Department for future amenities.

The Texas Parks and Wildlife Department (TPWD) provides various grant funding opportunities for indoor and outdoor recreation projects. These funds can be utilized to upgrade existing facilities or add new amenities, such as playgrounds, pavilions, trails, and sports fields. Keeping in mind the TPWD core values of Excellence, Integrity, Service, Stewardship, and Teamwork, Burleson can pursue several grant opportunities. Following TPWD's guidance for master plans, a high-priority needs list was developed based on the results of the needs assessment and public input. When Burleson applies for future grant funding, the amenities below should take priority:

- Indoor recreation center addition or expansion
- Continue playground upgrades and improvements including inclusive, sensory, and accessibility elements
- Shade
- Seating
- Park additions with land acquisition to increase the availability of parks to all residents
- Restroom facilities
- Preserving natural areas, incorporating native, adaptive plant material within parks and utilizing green infrastructure practices



*Chisenhall Sports Complex*




*16th Annual NCS DFW World Series at Chisenhall Field*

Source: City of Burleson

# High Priority Needs

## Outdoor Facilities

To encourage greater use of existing parks and actively promote the needs of the community, focus should be centered on accessibility and overall access to parks, walkability to and from amenities, and the key identification of areas to include future park development. Early planning in the location and type of outdoor facilities for the city and its residents will be a necessary task. Programming underserved areas with open space and park systems would allow for a higher level of service (LOS) throughout the city and provide strategic development to uplift nearby communities. Each neighborhood should have equitable access to a nearby park or adjacent program, whether a neighborhood park, sports fields, walking trails, etc.

## Policies

High-priority policies should focus on community engagement, accessibility, sustainability, funding opportunities, and addressing the needs of under-served communities. Enhancing accessibility by implementing ADA-compliant pathways and facilities will make parks inclusive for all residents. Targeted initiatives and public outreach, such as outreach and collaboration with community organizations, can ensure under served, local communities' voices are heard and their needs are met. The city has been actively implementing these policies to enhance community engagement and inclusivity. Exploring diverse funding opportunities such as seeking grants from federal and state programs, partnering with local businesses and non-profits, and considering public-private partnerships. Additionally, implementing sustainable practices, such as promoting local trail systems and encouraging eco-friendly infrastructure, will promote environmental stewardship and potentially attract green funding sources. The city of Burleson has been working to implement these policies and actions and plans to continue to do so through future park updates.




***Centennial Park***

Source: City of Burleson

## Action Item 1.7
## Incorporate all-inclusive play structures into playgrounds strategically.

All-inclusive parks are recreational areas designed to be accessible and enjoyable for people of all ages and abilities, including those with physical, sensory, and cognitive disabilities. These parks feature equipment and facilities that accommodate a wide range of needs, such as wheelchair-accessible playgrounds, sensory gardens, and quiet areas for individuals who may be overwhelmed by noise and activity. The goal of all-inclusive parks is to create environments where everyone can participate in recreational activities, fostering inclusivity and social integration within the community.

Inclusive playgrounds typically consist of these key components:

- **Sensory-rich details:** The playground should incorporate activities engaging the different sensory systems.
- **Zones:** Locating similar equipment types in the same area promotes engagement between kids of diverse skills and abilities. These areas can be identified through orientation pathways, which guide visitors to different play areas. For instance, including a quiet zone provides a space for children to retreat when they become overstimulated by noise or activity.
- **Social play:** Inclusive playgrounds should offer play events that stimulate the imagination, along with parallel and cooperative play. Cooperative play involves working together to play a game. Parallel play involves kids playing adjacent to each other without interrupting the other.
- **Multiple levels of challenge:** You can incorporate activities with challenge levels that gradually increase. This promotes active engagement for all ages and abilities on the playground.
- **Routes and maneuverability:** Be sure to widen travel routes through and around the playground. This allows people using wheelchairs to pass, get close to activities and transfer onto equipment.
- **Unitary surfacing:** Protective playground surfacing creates a shock-absorbing surface for visitors. Unitary surfacing is more suitable for inclusive parks, as it helps people with wheelchairs pass each other, turn and get to the activities more seamlessly. Unitary surfacing makes it easier for strollers and wheelchairs to enter and navigate the playground.

# Park Trends: Inclusive Playgrounds

**One in four adults has a disability, as do 17% of children aged 3-17. The rise of all-inclusive playgrounds in parks reflects a growing recognition of the need for recreational spaces that cater to children of all abilities. Traditional playgrounds often present barriers to children with disabilities, limiting their ability to participate fully in play activities. All-inclusive playgrounds are designed with features that accommodate a wide range of physical, sensory, and cognitive needs.**

**Centennial Park is an inclusive playground within the City of Burleson, designed for children ages 2 to 12 of all abilities to play together. It features a range of movement, climbing, tactile, visual, and auditory play equipment. The impact of these parks provide opportunities for physical activity, social interaction, and community engagement for individuals who might otherwise face barriers to participation.**

Source: https://playworld.com/blog/the-importance-of-inclusive-playgrounds/#gref




*Cedar Ridge Park - Communication Board*

Source: City of Burleson

# Make improvements to existing park amenities and develop a system to systematically monitor the maintenance of parks and recreation facilities.

## Action Item 1.8
## Improve wayfinding signage within existing parks to locate amenities.

Improving wayfinding signage within existing parks to help visitors locate amenities is essential for enhancing the user experience and ensuring that all park features are easily accessible.

Strategies to effectively improve wayfinding signage in parks:

- **Needs Assessment:** Continue to evaluate current signage and identify gaps where visitors have difficulty finding amenities. Gather feedback from park users to understand their experience and update the current needs assessment as needed.
- **Signage Plan Development:** Create a comprehensive signage plan that includes consistent design elements, clear language, and logical placement. Ensure the plan covers all key areas, including entrances, trails, playgrounds, sports facilities, restrooms, picnic areas, parking lots, and other amenities.
- **Use Clear and Consistent Design:** Employ easy-to-read fonts, high-contrast colors, and universally recognizable symbols (such as icons for restrooms, drinking fountains, and trails). Maintain consistent design standards across all signs to create a cohesive look and feel throughout the park.
- **Strategic Placement:** Place signage at key decision points such as park entrances, intersections of trails, and near amenities. Ensure signs are visible and unobstructed by vegetation or other park features.
- **Incorporate Maps:** Install large, easy-to-read maps at major entrances and central locations within the park. Include "You Are Here" markers on maps to help visitors orient themselves. With advancements in technology, providing digital maps accessible via QR codes for visitors is a great resource for all ages.
- **Directional Signage:** Use directional arrows and distances to guide visitors to various amenities like restrooms, picnic areas, playgrounds, and specific trails. Include wayfinding information at regular intervals to reassure visitors they are on the right path.
- **Informational and Interpretive Signage:** Include informative signs that provide context about the park's history, natural features, and wildlife. Ensure interpretive signs enhance the educational value and visitor experience.
- **Accessibility Considerations:** Design signage to be inclusive, incorporating features such as braille for visually impaired visitors and clear pathways to ensure accessibility for individuals with mobility challenges. Highlight accessible routes and amenities on maps and directional signs.
- **Regular Maintenance and Updates:** Keep signage maintained, updated, clean, and free from damage or vandalism.
- **Digital Integration:** Leverage technology by providing a park app or interactive digital displays that offer real-time navigation and information about park events and amenities.




***Scott Street Trailhead, Oak Valley Trail***

Source: City of Burleson

## Action Item 1.9
## Identify ADA accessibility issues within existing parks and develop a plan to address them.

Ensuring that parks are accessible to all, including individuals with disabilities, is not only a legal requirement under the Americans with Disabilities Act (ADA) but also a vital aspect of creating inclusive, welcoming public spaces.

### Step 1: Conduct an Audit
Assemble a team including park staff, the city's city-wide ADA committee, accessibility experts, and individuals with disabilities to perform a thorough on-site inspection of all park areas including entrances, paths, restrooms, playgrounds, recreational facilities, picnic areas, signage, and parking lots. Utilize accessibility checklists to confirm and evaluate current conditions and state of amenities.

### Step 2: Analyze Findings and Prioritize Issues
Record all identified accessibility barriers and non-compliant elements, using photographs and detailed notes. Engage with individuals with disabilities and advocacy groups to understand their specific needs and priorities. Categorize issues based on their impact on accessibility and the number of people affected. High-priority areas typically include pathways, restrooms, entrances, and key amenities.

### Step 3: Develop and implement ADA compliance plan
Define clear goals for making the park fully accessible, aligning with ADA standards. Create a detailed action plan that outlines:

- Specific modifications needed for each identified issue.
- Resources required, including cost estimates, materials, and labor.
- A timeline for completing each modification.
- Responsible parties for implementation.

Identify funding sources such as municipal budgets, grants, donations, and public-private partnerships to assist with the necessary improvements. If resources are limited, implement the plan in phases, starting with the highest-priority issues. Engage qualified contractors, architects, and landscape professionals with experience in ADA compliance to perform the necessary modifications.

### Step 4: Monitor and Maintain Accessibility
Regularly inspect the park to ensure that all modifications remain in good condition and that any new barriers are promptly addressed. Create a feedback mechanism for park users to report accessibility issues and suggest improvements. Educate park staff and volunteers about ADA requirements and best practices for maintaining accessibility.

By systematically identifying and addressing ADA accessibility issues within parks, cities can create more inclusive and enjoyable public spaces for everyone. A detailed and prioritized plan, coupled with ongoing commitment to maintenance and improvements, will ensure all community members have equal access to the park's amenities and natural beauty. This dedication to inclusivity reflects the city's core values of sharing and caring, ultimately enhancing the



Source: City of Burleson

## Action Item 1.10
## Implement low-impact design and maintenance strategies.

Low-impact design and maintenance strategies aim to minimize the environmental footprint of parks while enhancing their sustainability and resilience. These strategies focus on preserving natural landscapes, managing stormwater, reducing resource use, and promoting biodiversity.

**Low-impact Design Strategies:**

- **Native Plants:** Utilize native plants and trees in landscaping to reduce the need for water, fertilizers, and pesticides. Native species are better adapted to local climate and soil conditions. Replace traditional lawns with wildflower meadows to support pollinators, enhance biodiversity, and reduce mowing requirements.
- **Mulch:** Apply mulch around plants and trees to retain moisture, suppress weeds, and improve soil structure.
- **Solar Lighting:** Install solar-powered lighting for pathways, parking lots, and public spaces to reduce energy consumption and reliance on the grid.
- **Efficient Buildings:** Design park buildings with energy-efficient systems, such as LED lighting, high-performance insulation, and energy-efficient HVAC systems.

**Low-impact Maintenance Strategies:**

- **Smart Irrigation:** Use smart irrigation systems that adjust watering schedules based on weather conditions and soil moisture levels to minimize water use. Implement drip irrigation for landscaped areas to deliver water directly to plant roots, reducing evaporation and runoff.
- **Integrated Pest Management (IPM):** Employ IPM techniques to manage pests using environmentally friendly methods such as biological controls, cultural practices, and mechanical removal.
- **Reduced Mowing:** Reduce mowing frequency by allowing certain areas to grow naturally or converting them to wildflower meadows.
- **Recycling:** Provide recycling bins throughout the park to encourage waste diversion and reduce landfill impact.
- **Sustainable Materials:** Use recycled and sustainably sourced materials for park infrastructure and maintenance supplies.
- **Wildlife Corridors:** Create and maintain corridors that connect different habitats, allowing wildlife to move safely across the park.
- **Nest Boxes and Habitats:** Install bird and bat boxes, insect hotels, and hibernacula to support local wildlife populations.

Assess, plan, train, educate, monitor and adapt are all methods the community and City staff can aim to enforce in order to implement low-impact results for the parks and recreation amenities in Burleson.

## Action Item 1.11
## Update structures or amenities with known safety issues.

Ensuring the safety of park visitors and commitment to safety is a top priority for the city. Addressing and updating structures or amenities with known safety issues can prevent accidents and enhance the overall user experience.

Continue to implement routine inspections to systematically examine all park structures and amenities for safety issues. This includes playground equipment, benches, walkways, bridges, sports facilities, restrooms, lighting, and any other built infrastructure. Use detailed checklists that adhere to safety standards and guidelines relevant to each type of structure or facility. Collect safety reports from park staff, maintenance crews, and visitors on a regular basis.

Categorize identified issues based on severity and potential risk to visitors. High-priority issues include any hazards that could cause injury, such as structural instability, slippery surfaces, or broken equipment. Develop a phased plan to address issues and hazards. Set an achievable timeline for repairs and upgrades and communicate those to the community. Establish clear safety standards in line with national and local regulations.

Implement repairs, replacements, upgrades to all amenities enforcing the health, safety and welfare of the community. Inform the public about ongoing and upcoming safety improvements through community meetings, social media, newsletters, and park websites. Develop and conduct safety awareness programs for park visitors, highlighting the importance of adhering to park rules and reporting safety concerns.

Regular communication with the community and ongoing maintenance will not only enhance safety but also build trust and encourage greater use of these valuable public spaces. This approach embodies the values of sharing and caring, ultimately contributing to a healthier, happier community.





***Tinker Trail***

Source: City of Burleson

# TRAILS | 4


Source: City of Burleson

# 4 TRAILS

Introduction
Trails Inventory Summary
Trail Users
Trail Classifications
Action Items and Goal 2
Takeaways

Local community trails are vital to both the natural and economic environment. They help preserve key natural landscapes and habitats while providing spaces for residents to stay active and connect with nature. For some, trails offer alternative transportation options, enabling access to work and retail without the need for a vehicle.

This chapter begins by reviewing the different types of trails in Burleson and provides an inventory of the existing trail network. It then assesses the current conditions of the trails and concludes with an evaluation of opportunities for future trail development.

# Trails Inventory Summary

There are 26.49 developed trail miles in Burleson. Of the total trail miles, 5.14 miles are classified as Shared Use Trails, 16.56 miles are classified as Side Paths, and approximately 10 miles are classified as Nature Trails.

## LOS

Level of Service (LOS) is a method used to compare the miles of trails within a community to the total population compared to benchmark communities to determine if there are adequate number of trails to serve the community. It is important to note that the LOS calculation is based on quantity, not quality of the trails. A community with a lower population-per-trail mile equates to a higher LOS, and inversely, a community with a higher population-per-trail mile equates to a lower LOS.

According to the NRPA, the regional benchmark for community trails is 1 trail mile per 1,200 residents. The table below summarizes the LOS based on the existing and projected population for Burleson, Grapevine, Euless, and Mansfield.

Based on Burleson's 2025 population of 55,144 and its 26.49 miles of developed trails, the existing Level of Service (LOS) is 1 trail mile per 1,952 residents. This is below the National Recreation and Park Association (NRPA) national standard. To meet the current standard, Burleson would require an additional 16.6 miles of developed trails.

For the projected 2053 population of 125,527 residents, the LOS will decrease to 1 trail mile per 4,739 residents if no additional trails are developed. By that time, Burleson would face a deficit of 78.11 trail miles to meet NRPA standards.

Grapevine, Euless, and Mansfield were selected as comparison communities due to their population sizes being similar to Burleson's. Grapevine has 1,715 more residents than Burleson and 41.19 additional miles of developed trails. Euless has 4,048 more residents but 18.75 fewer miles of trails, while Mansfield has 24,180 more residents and 21.49 fewer miles of trails.

Grapevine's Level of Service (LOS) is 1 trail mile per 789 residents, resulting in a 23.16-mile surplus over NRPA standards. In contrast, Euless has an LOS of 1 trail mile per 7,204 residents, creating a 38.73-mile deficit from NRPA standards. Mansfield's LOS is 1 trail mile per 15,719 residents, leaving it 58.25 miles short of meeting NRPA standards.

| Burleson Existing and Future Trails LOS | | | | |
|---|---|---|---|---|
| ***Population*** | ***Developed Trail Miles*** | ***NRPA Standards*** | ***Existing LOS*** | ***Gap*** |
| 55,144 | 26.49 | 1 trail mile per 1,200 residents | 1 trail mile per 1,952 residents | 16.6 mile deficit |
| 125,527 (projected) | 26.49 | 1 trail mile per 1,200 residents | 1 trail mile per 4,739 residents | 78.11 mile deficit |
| **Grapevine Existiing Trails LOS** | | | | |
| 52,346 | 67.68 | 1 trail mile per 1,200 residents | 1 trail mile per 789 residents | 23.16 mile surplus |
| **Euless Existing Trails LOS** | | | | |
| 51,601 | 7.74 | 1 trail mile per 1,200 residents | 1 trail mile per 7,204 residents | 38.73 mile deficit |
| **Mansfield Existing Trails LOS** | | | | |
| 89,227 | 5 | 1 trail mile per 1,200 residents | 1 trail mile per 15,179 residents | 58.25 mile deficit |

# Trail Users

Burleson's comprehensive trail network supports a variety of uses, catering to distinct segments of the community based on demographics, interests, and recreational needs. Identifying these user groups ensures that trail design and development address the diverse preferences of the community. User groups include families seeking safe, family-friendly paths, cyclists requiring smooth and well-connected routes, hikers exploring nature trails, nature enthusiasts enjoying scenic and wildlife-rich areas, and commuters using trails for alternative transportation. Understanding the unique expectations and requirements of these groups fosters a trail network that is inclusive, accessible, and engaging for all.

The following are common user groups that may utilize Burleson's trail system in varying capacities:

- **Walkers**
- **Joggers/Runners**
- **Children and Senior Bicyclists**
- **Basic Bicyclists**
- **Advances Bicyclists**



*Bailey Lake Park Trail*

Sources: City of Burleson

**Walkers**: This group includes pedestrians and those pushing strollers, often using trails for leisure. Walking is a popular recreational activity due to its accessibility and low cost. Therefore, it's important that trails connect neighborhoods and nearby destinations, offering a safe, enjoyable, and comfortable experience for walkers.

**Joggers/Runners**: Trails are also favored by joggers and runners seeking fitness, leisure, or sports activities. Multi-use trails with a width of 10-14 feet allow runners and joggers to pass walkers and slower users comfortably and provide ample space for group activities.

**Children and Senior Bicyclists**: Youth and seniors are the most vulnerable trail users, requiring easily navigable, accessible routes. When planning trails, it's crucial to create environments that are safe and comfortable for users of all ages, particularly at both ends of the age spectrum.

**Basic Bicyclists**: Recreational cyclists who prefer off-road bike trails and shared-use paths along roads make up this group. Less confident in riding alongside traffic, they often choose on-street biking within residential neighborhoods and parks.

**Advanced Bicyclists**: Experienced cyclists typically use bikes for transportation and feel comfortable riding alongside motor traffic. They favor dedicated bike lanes and bikeways and are often members of cycling groups or commuting riders. For the safety of all users, implementing speed control measures may be necessary when advanced riders share trails with slower users.




*Chisenhall Hike/Bike Trails*

# Trails Classifications

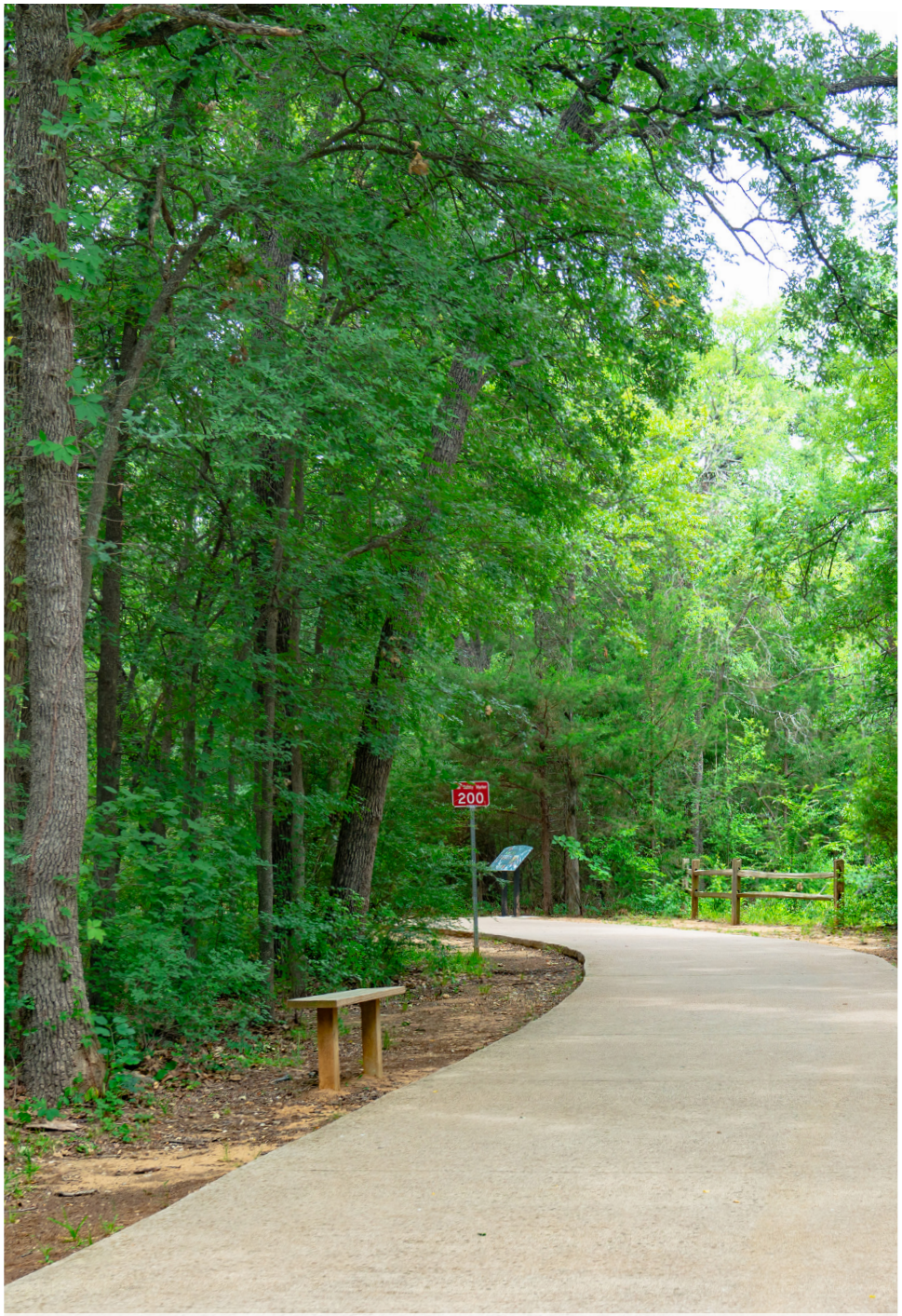
Similar to parks, trails can be classified to help the city allocate resources effectively based on their length and the amenities they offer. Currently, Burleson has three trail classifications:

- Community Trails
- On-street Bike Facilities
- Shared Use

Each trail classification has a standard length, typical amenities, and service area based on guidelines from the National Recreation and Parks Association (NRPA). Service area refers to the usual driving distance individuals are willing to travel to visit each trail type. It is important to define trail typologies as part of a master plan process to determine if there are any deficiencies in a certain kind of trail and if a trail is missing amenities typical for its category. The following pages describe each trail type and inventory how many trails fall within each category.




*Coyote Loop Family Trail*




*Oak Valley Park Trail*

Sources: City of Burleson



***Willow Creek Park Trail***

Source: City of Burleson

# Community Trails

Community trails are multi-use pathways designed to accommodate various types of non-motorized traffic, including pedestrians, cyclists, runners, and skaters. Community trails are in parks, natural areas, along utility easements or roadways. The minimum width for trails is recommended to be 12', however, 10' may be applicable in areas with existing ROW constraints. This is consistent with AASHTO and regional standards. For trails designated as part of the Regional Veloweb, the trail should be 12' to meet NCTCOG standards and provide a high level of comfort. These paths can be used for recreational uses or commuting when connecting to employment centers and schools. Community trails are broken into three categories for this plan:

- **Side Paths**
- **Shared Use Trails**
- **Park and Nature Trails**

The following tables outline the mile breakdown of the community trails.



*Hidden Vistas Park*

Source: City of Burleson

**Side Paths** are hard-surface pathways running parallel to a roadway and are primarily designed to accommodate cyclists and pedestrians. They are equipped with amenities like signage and often provide enhanced crossings to promote safety. Side paths provide connectivity between neighborhoods and activity centers. The locations of these trails can be seen in **Figure 5.1.**

| Trail # | Name/Location of Trail | Width | Miles |
|---|---|---|---|
| 1 | Summercrest | -- | 0.89 |
| 2 | Summercrest | 10' | 0.49 |
| 3 | McAlister | -- | 1.39 |
| 4 | Thomas | -- | 0.54 |
| 5 | Oak Valley South Trail | 10' | 0.09 |
| 6 | Trail at Irene St. towards Arnold Ave. | -- | 0.48 |
| 7 | Trail at Irene St. beginning at SW Harris St. | 10' | 1.25 |
| 8 | Trail at SE Gardens Blvd. beginning at Irene St. | -- | 1.11 |
| 9 | Trail at SW Rand Dr. from Summercrest Blvd. | -- | 1.07 |
| 10 | Trail at NW Newton Dr. from SW Rand Dr. | -- | 0.24 |
| 11 | Trail at SW Cindy Ln. from NW Newton Dr. | -- | 0.19 |
| 12 | Trail at NW Douglas St. from SW Cindy Ln. | -- | 0.03 |
| 13 | Trail at NE Alsbury Blvd. from NW Douglas St. | -- | 0.004 |
| 14 | Trail at Tyler Ct. | -- | 0.684 |
| 15 | Trail at SW Warren St. from W Ellison St. | -- | 1.55 |
| 16 | Trail at W Ellison St. from SW Warren St. | -- | 0.73 |
| 17 | Trail at S. Scott St. from W Ellison St. | -- | 3.63 |
| 18 | Trail at Alsbury Blvd. to SW Hulen St. and Cander St. round-about | -- | 0.67 |
| 19 | Trail at Gregory St. from Burleson Texas Gifts | 9' | 1.24 |
| 20 | Trail from SE Garden Blvd. to Irene St. | 10' | 0.16 |
| 21 | Trail at SW Johnson Blvd. to Warren Park | 8-10' | 0.12 |

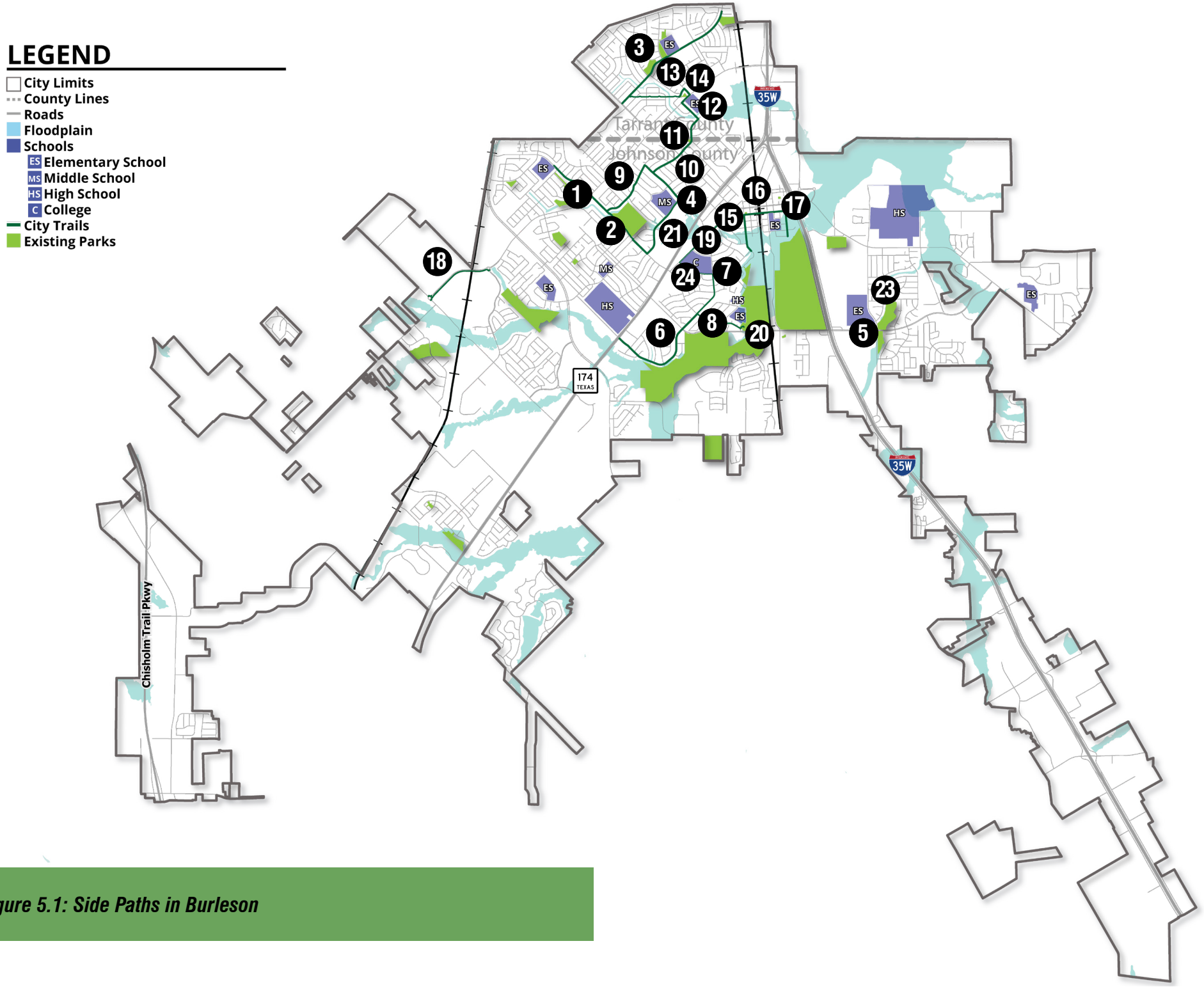



*Figure 5.1: Side Paths in Burleson*

**Shared Use Trails** are pathways often located within or parallel to streams, drainage corridors, utility easements, railways, and environmentally sensitive lands and typically designed to accommodate cyclists and pedestrians. They are equipped with amenities like signage, benches, and rest areas, mile markers, benches, drinking fountains. They promote recreational activities, commuting, and connectivity in the community. The locations of these trails can be seen in **Figure 5.2.**

| Trail # | Name/Location of Trail | Width | Miles |
|---|---|---|---|
| 22 | Thomas | 10’ | 0.12 |
| 23 | Oak Valley Trail and Scott St. Trailhead | 10’ | 1.87 |
| 24 | Heberle | 10’ | 0.40 |
| 25 | Elk Dr | 10’ | 0.01 |
| 26 | Trail at intersection of NW Mcalister Rd and Trail | -- | 0.004 |
| 27 | Village Creek | -- | 1.61 |
| 28 | Bailey Lake to Tinker Trail | 10’ | 0.08 |
| 29 | Trail from Rigney Way to Hidden Creek Golf Course | -- | 0.40 |
| 30 | Trail from Commons Dr to SW Hulen St | -- | 0.002 |
| 31 | Summercrest | 10’ | 0.09 |
| 32 | Trail at Village Creek Pkwy to Mcall St | -- | 0.05 |
| 33 | Trail at Alsbury Blvd and SW Hulen St round about | -- | 0.26 |
| 34 | Trail in Warren Park headed to SW Johnson Blvd | 10’ \|-- | 0.20 |



*Oak Valley Trail*



*Oak Valley Trail*



*Bailey Lake Trail*

Sources: City of Burleson

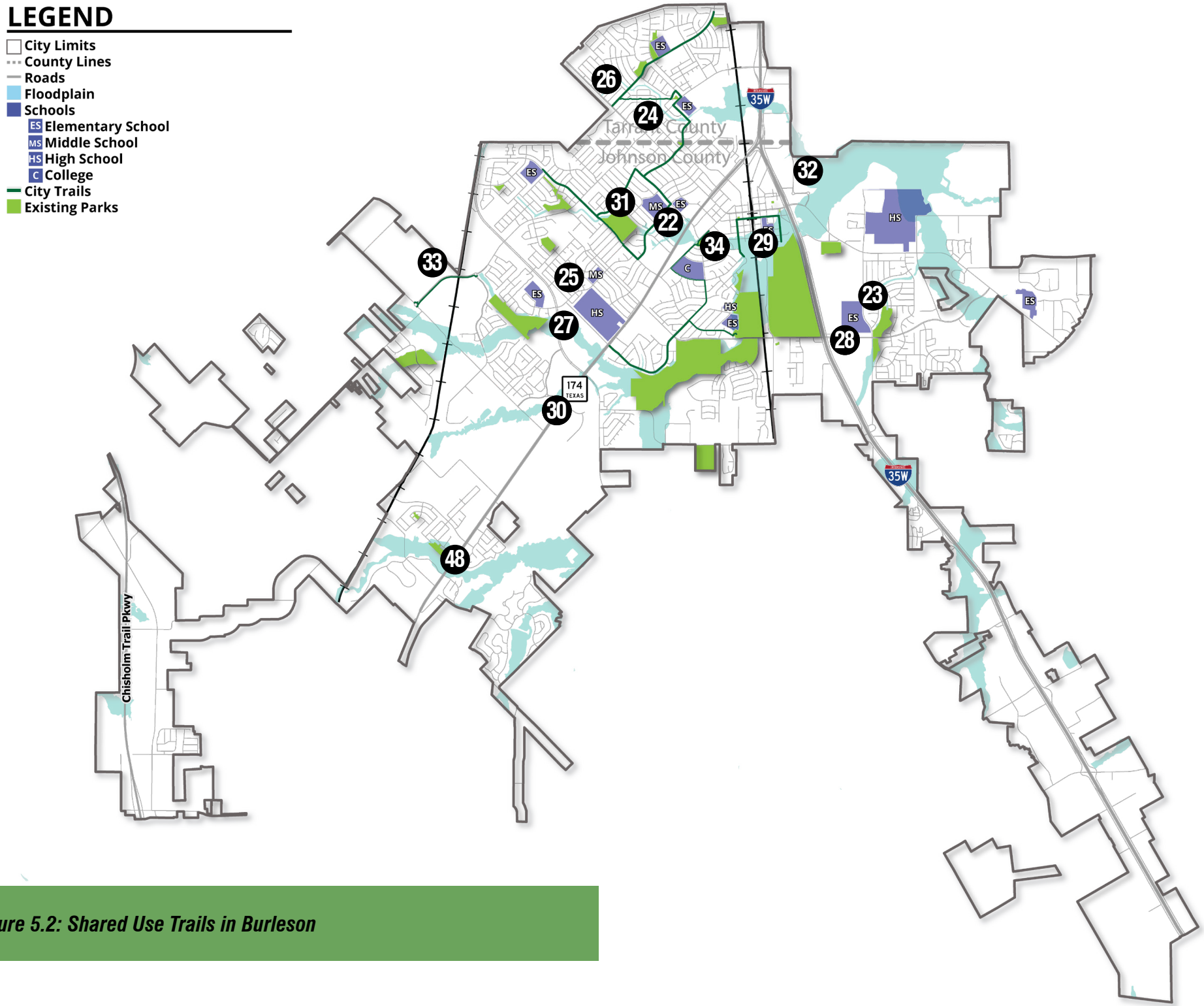



*Figure 5.2: Shared Use Trails in Burleson*

**Park and Nature Trails** hard or soft surface pathways designed to promote recreation within a park or other activity center, but are not always configured to provide transportation linkages between community destinations. These can also include hike and bike trails. Amenities along the park and nature trails include but are not limited to directional signage, benches, drinking fountains, and fitness equipment. The locations of these trails can be seen in **Figure 5.3.**

| Trail # | Name/Location of Trail | Width | Miles |
|---|---|---|---|
| 38 | Coyote Loop Trail | 6’ | 2 |
| 39 | Chisenhall to Tinker Trail | 10’ | 1.5 |
| 40 | Bailey Lake | 10’ | 1.4 |
| 41 | Oak Valley North | 10’ | 2.2 |
| 42 | Field Loop | -- | 1.55 |
| 43 | West Loop | -- | 0.73 |
| 44 | Goatman's Island | -- | 1.42 |
| 45 | North Side | -- | 1.18 |
| 46 | South Town | -- | 2.23 |
| 47 | Wrecked | -- | 0.4 |
| 48 | Willow Creek Trail | 6’ | 0.32 |
| 49 | Keep on Truckin’ | -- | 1.6 |
| 50 | Hidden Vistas | -- | 0.45 |



*Coyote Loop Family Trail*



*Far Out Family Campout at Bailey Lake Park, 2025*

Sources: City of Burleson

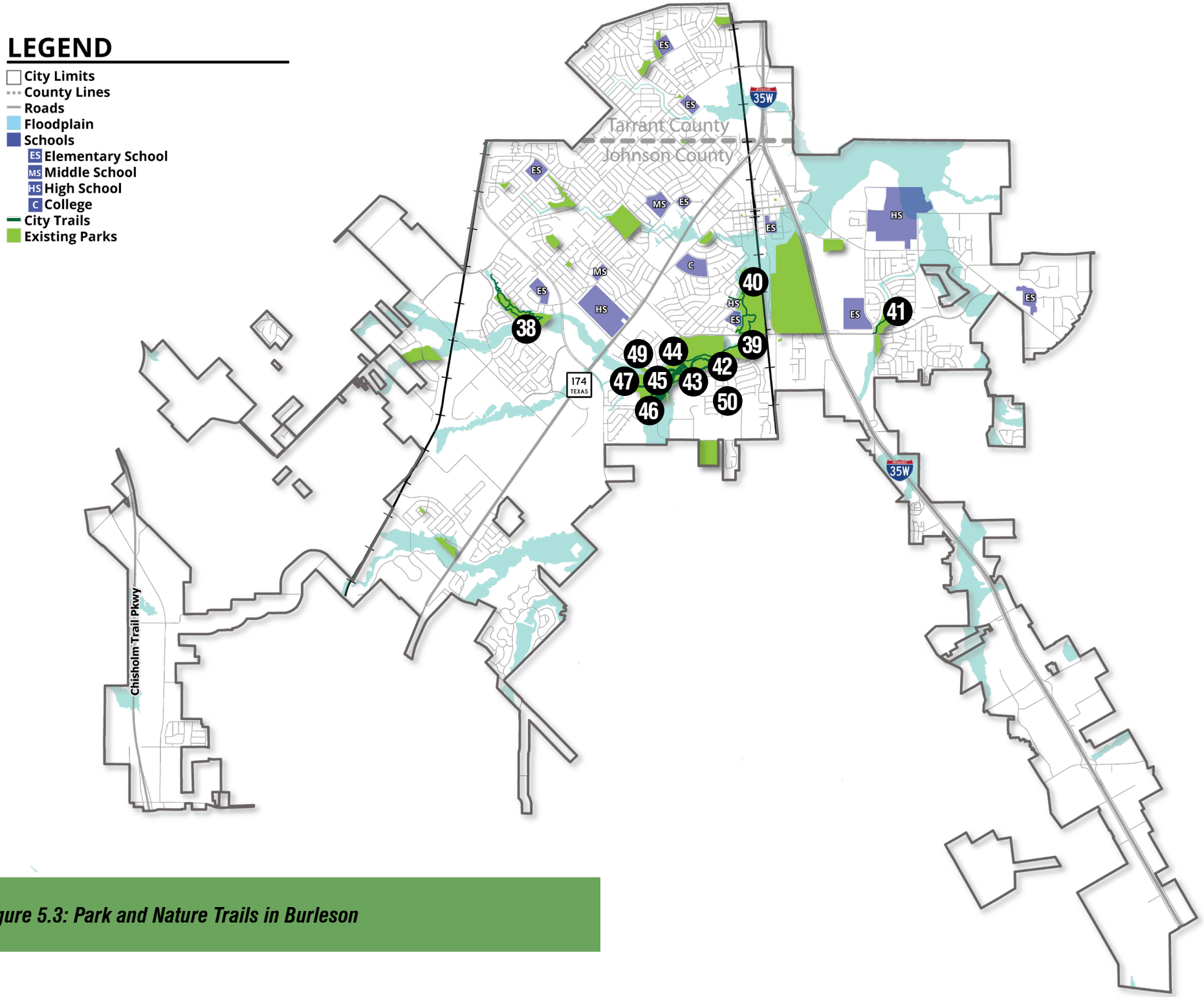



*Figure 5.3: Park and Nature Trails in Burleson*

# On-street Bike Facilities

On-street bike facilities are designated infrastructure on roadways intended to provide safer and more convenient spaces for cyclists. These facilities can include bike lanes, shared lanes (sharrows), and buffered bike lanes. They are marked with specific signage and pavement markings to indicate the presence of cyclists and to encourage a safer sharing of the road between motor vehicles and bicycles. All on-street facilities should be designed and constructed following AASHTO recommendations and TMUTCD standards. The locations of these bike paths / lanes can be seen in **Figure 5.4.**

- **Buffered Bike Lane**
- **Bike Lane**
- **Shared Use Lane**

**Buffered Bike Lane** consists of designated bicycle lane on a roadway that includes a physical barrier to separate the bike lane from adjacent motor vehicle lanes and/or parking lanes. This buffer provides additional space and protection for cyclists, enhancing safety by increasing the distance between cyclists and moving or parked vehicles.

**Bike Lanes** are on-street facility for the exclusive use of cyclists or other micro-mobility devices through striping, signage, and pavement markings. Conventional bike lanes run curbside and in the same direction of traffic. Bike lanes can be buffered from motor vehicle traffic by either striping or a physical barrier.

**Shared-use** lanes are designated along low-volume roadways and include pavement markings and signage to indicate the street is to be shared between vehicles and cyclists.



*2024 BTX Bike Ride Along Event*

Sources: City of Burleson

| Bike Path # | Bike Path Name/Location | Bike Facility |
|---|---|---|
| 1 | Summercrest | Shared Use Lane |
| 2 | Summercrest | Bike Lane |
| 3 | McAlister | Shared Use Lane |
| 4 | McAlister | Bike Lane |
| 5 | McAlister | Bike Lane |
| 6 | McAlister | Shared Use Lane |
| 7 | McAlister | Bike Lane |
| 8 | Thomas | Bike Lane |
| 9 | Thomas | Bike Lane |
| 10 | Thomas | Shared Use Lane |
| 11 | Thomas | Shared Use Lane |
| 12 | Bailey Lake | Shared Use Lane |
| 13 | Path at SW Rand Dr. from Summercrest Blvd. | Shared Use Lane |
| 14 | Path at NW Newton Dr. from SW Rand Dr. | Shared Use Lane |
| 15 | Path at SW Cindy Ln. from NW Newton Dr. | Shared Use Lane |
| 16 | Path at SW Cindy Ln. from NW Hillery St. | Shared Use Lane |
| 17 | Path at NW Douglas St. from SW Cindy Ln. | Shared Use Lane |
| 18 | Path at NE Alsbury Blvd. from NW Douglas St. | Shared Use Lane |
| 19 | Path at Tyler Ct. | Shared Use Lane |
| 20 | Summercrest | Bike Lane |
| 21 | McAlister | Shared Use Lane |
| 22 | Path at SW Warren St. from W. Ellison St. | Shared Use Lane |
| 23 | Path at W Ellison St. from SW Warren St. | Shared Use Lane |
| 24 | Path at S. Scott St. from W. Ellison St. | Shared Use Lane |
| 25 | Path at S. Scott St. from E. Miller St. | Shared Use Lane |
| 26 | Summercrest | Buffered Bike Lane |
| 27 | Summercrest | Buffered Bike Lane |

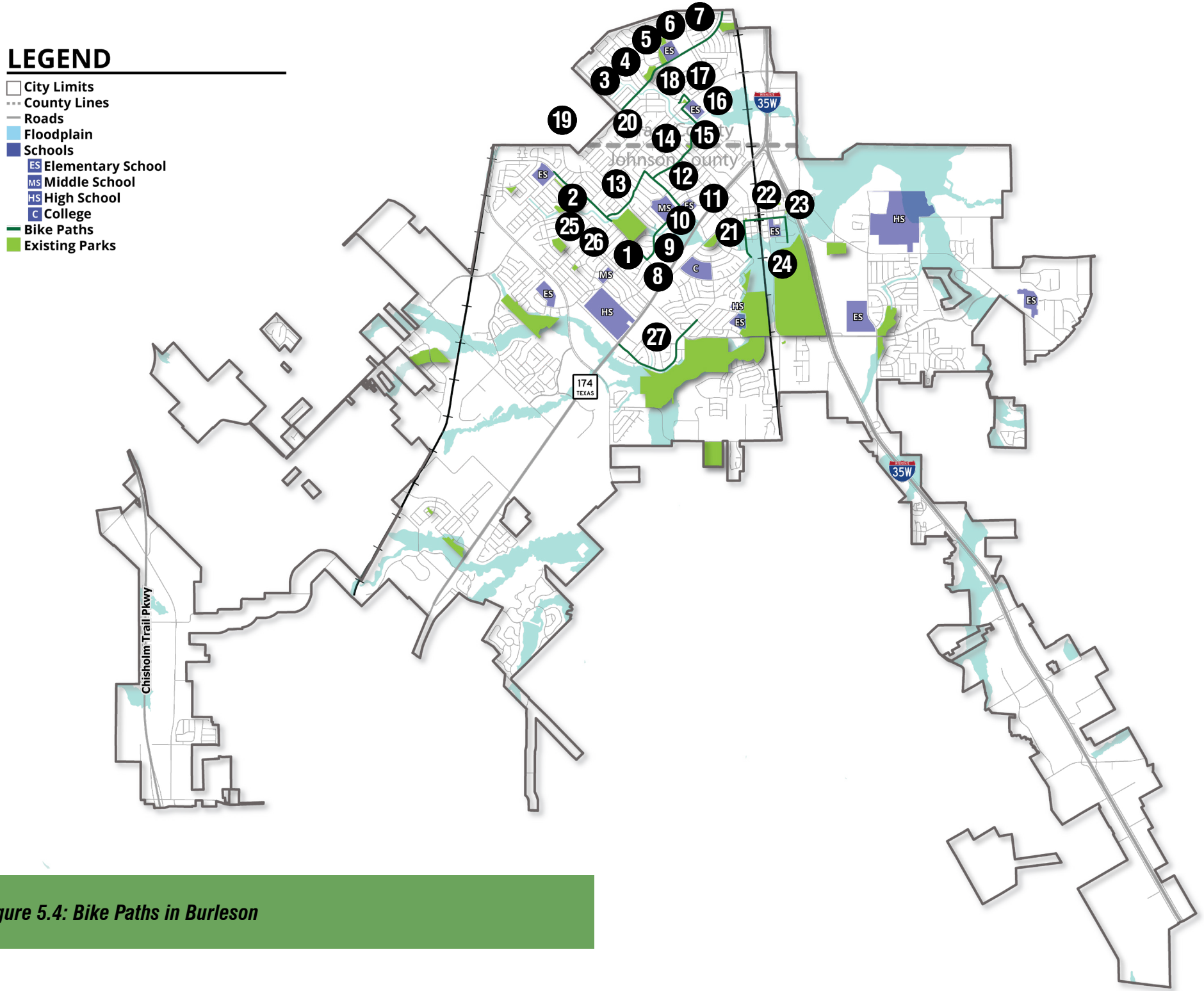



*Figure 5.4: Bike Paths in Burleson*

# Action Items and Goal 2

## Strengthen Connectivity

### Action Item 2.1
### Partner with other departments to implement the improvements throughout the city of Burleson.

The Parks Department should identify key city departments to partner and involve with trail improvements and map out future trail improvements. Creating a collaborative plan of action amongst departments will ensure everyone is on the same page and address concerns. Discuss staffing needs and availability to capture in house improvements and coordinate externally with consultants on larger project improvements. Developing a phase plan for improvements will minimize disruption and ensure accountability internally and externally to the community.

### Action Item 2.2
### Provide multi-use trails and accessibility connections throughout the city and to surrounding cities or trails.

Providing multi-use trails and enhanced accessibility connections can significantly benefit the community by promoting active transportation, recreation, and connectivity.

- Collaboration: Partner with neighboring cities, counties, regional planning authorities, and relevant organizations to develop a cohesive trail network.
- Trail Design: Designs should accommodate various users, including pedestrians, cyclists, and individuals with disabilities. Ensure trail improvements and rehab improvements meet accessibility standards with appropriate surface materials, width, slopes and amenities.
- Connectivity: Plan trail connections to key destinations within the city. Parks, schools, commercial areas as well as surrounding cities and regional trails.
- Environmental: Incorporate sustainable practices and environmental considerations in trail design by utilizing green infrastructure and preserving natural habitats.

The city can successfully implement multi-use trails and enhance accessibility connections, creating a more connected, active, and vibrant community.

## Incorporate elements that are comfortable, safe, and inviting for all users.

### Action Item 2.3
### Integrate trailheads, shade, lighting, and water stations.

#### Trailheads

Strategically place trailheads at key access points, such as parking areas, parks, and residential neighborhoods. Amenities could include:

- Information Kiosks: Maps, trail information, safety guidelines, contact numbers
- Restrooms: Install accessible restroom facilities throughout city at multiple trails.
- Benches: Offer seating for breaks, preparing for trail use, or post trail use.
- Bike Racks and Repair Stations: Ensure cyclists have secure bike storage and tools for minor repairs.
- Signage: Include clear signage for orientation, trail rules, directions, and emergency information.
- Water Stations: Install water stations at trailheads and select points along the trail to give users easy access to clean drinking water. Regularly maintain these stations and equip them with refillable water bottle features to reduce plastic waste.

#### Shade

Shaded areas provide places for users to take breaks, cool down, and enjoy the surroundings comfortably. Regularly maintain and monitor shade structures or trees to ensure they remain in good condition and provide adequate protection from the elements.

- Seating Areas: Umbrellas or shade covers can be added to benches, tables, or other seating areas to enhance rest stops.
- Trees: While it also enhances biodiversity and supports the surrounding environment, planting trees strategically along trails, long sidewalks, or at trailheads can provide natural shade and cooling effect.

## Trail Lighting

Installing lighting along trails ensures that trails are safe to use during early mornings, evenings, and low-light conditions. Ensure lighting is designed to minimize light pollution and is sensitive to the surrounding natural environment to avoid disturbing wildlife, while still providing security.

- Pathway Lights
- Pole Mounted Lights / Street Lights
- Bollard Lighting
- Tree mounted Lights
- Illuminated Signage

Referring to the high number of feedback regarding trails or improvements of trails from the community and stakeholders, incorporating these features will allow the trail system to be more user-friendly, encouraging greater community use and enjoyment.



***Scott Street Trailhead at Oak Valley Trail***

Source: City of Burleson



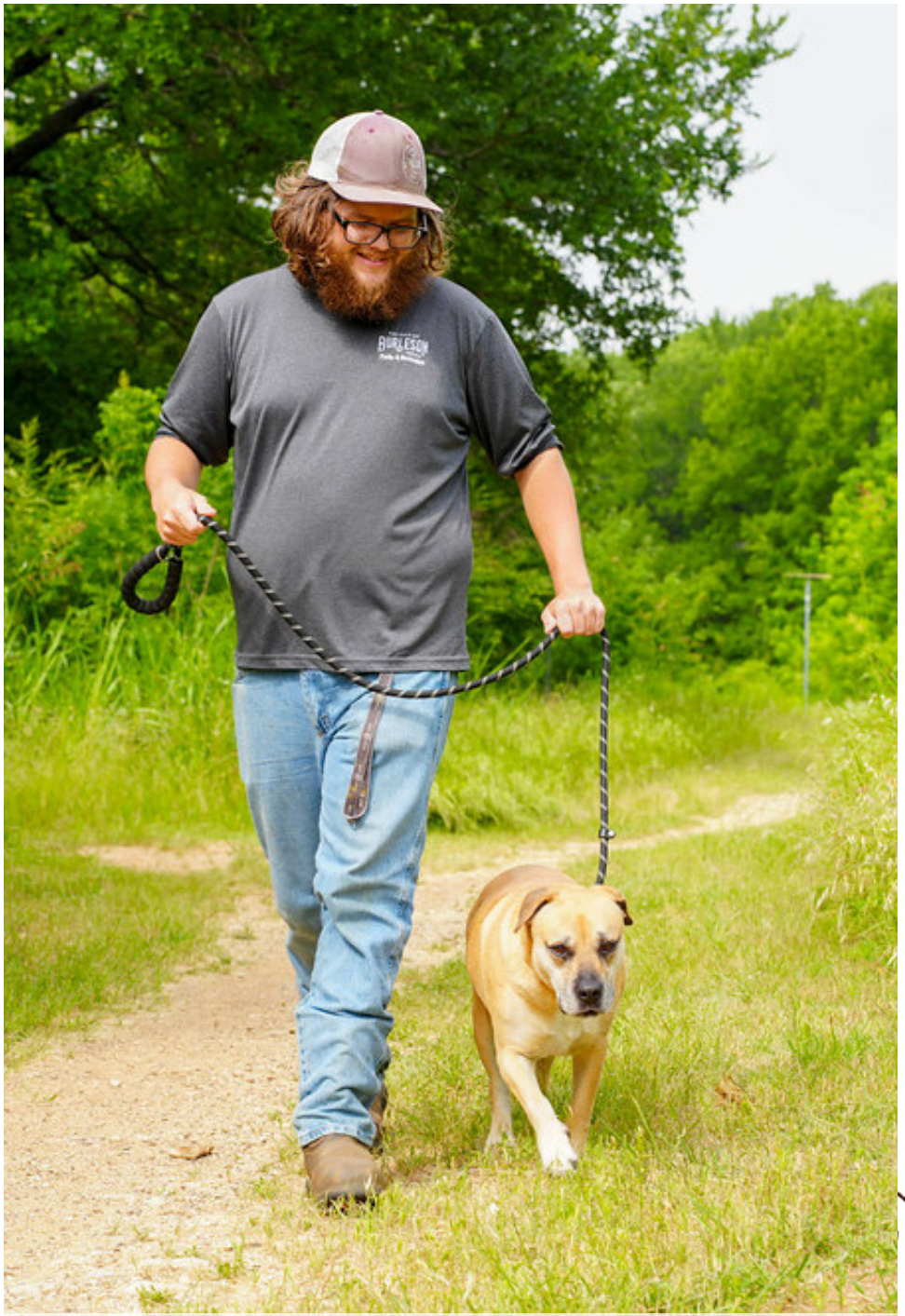
## Action Item 2.4
## Promote sustainability and conservation by minimizing concrete trails where possible.

By identifying suitable locations for nature access and implementing soft surface trails made of gravel or other natural materials, the human impact on surrounding habitats and the environment can be minimized. This approach benefits the community by providing increased and convenient access to nature, while also protecting natural communities, native plants, and animals from the pressures of heavy human development and hardscape.

- Promoting Biodiversity: By following sustainable trail design standards and avoiding sensitive habitats, nature trails can help preserve diverse plant and animal species. This careful planning ensures that critical habitats are not fragmented or destroyed, supporting the overall health and diversity of the ecosystem.
- Supporting Ecosystem Services: By preserving natural habitats, soft surface trails help maintain essential ecosystem services such as water filtration, air quality regulation, and carbon sequestration. Healthy ecosystems are better able to provide these critical services, benefiting both the environment and human communities.
- Encouraging Responsible Recreation: Nature trails guide visitors through designated paths, concentrating foot traffic on specific routes. This minimizes the disturbance to wildlife and prevents the trampling of vegetation in undisturbed areas, thus reducing the overall human impact on natural habitats.

## Action Item 2.5
## Implement Regular Environmental Monitoring and Maintenance.

By keeping any trails that are developed, especially soft surface trails, up to date with their maintenance and surrounding environment monitored, the safety and security of surrounding communities can be protected. This will aim to make effective use of nature trails to not only enhance public enjoyment and accessibility but also to actively contribute to the sustainability and monitoring of natural habitats.



***Barks and Recreation Event***

Source: City of Burleson

# Takeaways

## Current LOS Metric:

Burleson's current level of service (LOS) for trails is 1 trail mile per 1,952 residents. This current metric is below the NRPA national standard, meaning the city would need to further implement 16.6 miles of developed trail to meet the standard.

## Benchmarking against Similar Cities:

When compared to other cities with similar population sizes (Grapevine, Euless, and Mansfield), Burleson is comparable in trail development. Although there is need to improve within Burleson's trail system, Euless and Mansfield are still in a greater trail deficit in comparison. Grapevine is exceeding the standard with a trail surplus of 23.16 miles.

## Future Needs:

Looking at future metrics, it is projected that Burleson will have a larger deficit of 78.11 miles by the time its population reaches 125.5k people. To prevent a high deficit gap as the population and development increase, the city needs to take into account where new trails can be planned and existing trails can be expanded to meet demand. Population increase is inevitable, which provides opportunities to plan ahead for current and future use.

## Action Required:

Through efficient city planning and implementation of dedicated bike lanes, additional developed trails, and expansion of existing trails for greater access, the city can work towards closing the deficit gap for trail mileage. Focus on making new parks and outdoor spaces accessible, walkable, and including trails will be beneficial towards the city's LOS trail metrics and community needs. The city should continue seeking ways to incorporate bike lanes and add to their overall trail network.




# COMMUNITY RECREATION AND PROGRAMMING

5



***Meadowcrest Park***

Source: City of Burleson

Source: City of Burleson

# 5 COMMUNITY RECREATION AND PROGRAMMING


Community Recreation and Programming Introduction
Existing Inventory - Indoor Recreation
Action Items and Goal 3
Action Items and Goal 4
Action Items and Goal 5
Action Items and Goal 6
Needs Assessment


Indoor recreation facilities offer a wide range of programs and activities for Burleson residents, catering to diverse interests and age groups while promoting physical health and well-being. This chapter establishes an inventory of the existing indoor recreation facilities in Burleson, assesses the overall needs for these facilities today and in the future, and creates recommendations to meet future needs and demands.

# Existing Inventory

Burleson offers several indoor recreation facilities catering to different interests and age groups. The BRiCk (Burleson Recreation Center) is the primary indoor facility. Constructed in May 2010, it spans about 65,000 square feet and provides various recreational amenities, including aquatics, fitness, and sports. The Burleson Senior Activity Center, located offers activities and services for senior citizens aged 50 and older. Additionally, the Russell Farm Art Center is a historic site that hosts art-related events and classes. These facilities provide diverse recreational options for Burleson residents.

## Community Events

A variety of community events are held throughout the year for many occasions around the city: holidays, family events, local business engagement, social gatherings, and more. Each event allows the community within Burleson to come together to collaborate and interact with one another, uplifting their local community and fostering relationships. Some events are held annually, such as “Dogs and Donuts”, the “Be Healthy Run”, and “Hot Sounds of Summer”. Other events may be unique to new park or facility openings, or raise awareness for safety or local charitable causes. Different heritage and cultural celebration events are also held, celebrating and highlighting the people that make up the Burleson community.



*Juneteenth Celebration*

Source: City of Burleson




*Dogs and Donuts Halloween Event*

Source: City of Burleson

## The BRiCk

The BRiCk (Burleson Recreation Center) is located at 550 NW Summercrest Blvd. Constructed in May 2010, the BRiCk is approximately 65,000 square feet, making it a prominent family recreational facility in Burleson. It offers a variety of programs and services, along with outdoor recreational amenities.

The BRiCk serves as a cornerstone of community health and wellness, offering a wide range of amenities for youth, families, and older adults. Its central location and broad programming support the City’s goals for inclusive, multi generational recreation opportunities.
As the City’s only comprehensive indoor recreation facility, the BRiCk should be prioritized for ongoing investment, modernization, and expansion to meet current and future population growth.



*The BRiCk*

Source:

Recreational amenities of the BRiCk include:

- Youth and adult programs
- 50-piece cardio equipment
- Strength training equipment
- 1,100 square feet of free weights
- Suspended track
- Fitness rooms for various aerobic and stretching classes
- 2 full-sized basketball courts
- 4 adjustable goals that can accommodate simultaneous activities
- Five-lane lap pool
- Lazy river
- Water park slide
- Splash Pad
- Play structure
- Sundeck
- Vortex

## Aquatics

The indoor and outdoor aquatic facilities provide essential year-round swim and water fitness programming. Continued investment in pool infrastructure, slide and feature replacements, and expanded water safety programming (e.g., drowning prevention, lifeguard development) should be prioritized.

The outdoor pool is seasonally popular, but aging infrastructure (e.g., decking) requires long-term planning for replacement or enhancement to remain competitive with surrounding communities. Keeping the current splash pad up-to-date with maintenance and care is also necessary so that it can continue to be a popular recreational attraction.

## Fitness and Wellness

To maintain high-quality amenities and ensure the fitness facility remains current and competitive, we proactively replace a portion of the fitness equipment each year. This ongoing investment supports both member satisfaction and long-term operational relevance.

Wellness programming could be expanded with targeted initiatives around senior fitness, youth strength training, and partnerships with local healthcare providers.

## Community Use and Programming

Multi-purpose rooms and open gym spaces are heavily used for programming, camps, and rentals. Rental offerings (e.g., birthday packages, themed rentals) and improved room functionality (e.g., updated AV, flexible furnishings) are recent items that have been completed to enhance community facilities.

There is strong demand for community events, family nights, and drop-in programs. Master planning should explore flexible programming zones and improved crowd flow for special events.

## Childcare and Youth Engagement

The KidZone offers critical support to families, enabling fitness participation. This area should be maintained and evaluated for future enrichment opportunities (e.g., activity-based learning, STEAM play).

Youth programming should expand to include mentorships, junior leadership opportunities, and skill-based camps. Homeschool program offerings mid-day catering to students that are homeschooled.

Camp BTX and School Break Fun Camps occurs during the spring, summer, Thanksgiving break, and winter break. Campers can participate in fun and exciting activities such as arts and crafts, swimming, and team building events.



***Aqua Egg Hunt at The BRiCk***

Source: City of Burleson

### Adult Programming
A variety of recreational activities are offered for adults. Some of these include: pickle ball open play, adult athletics (softball, basketball, volleyball), night hikes, a variety of group fitness classes, and self defense classes.

### Facility Maintenance and Infrastructure
Currently, The BRiCk is undergoing new renovations to its lobby: new flooring, new control desk, new indoor play structure, updated meeting rooms with new AV, remodeled family changing rooms, wayfinding and furniture, screening of KidZone for safety, which will help improve overall functionality and operations.

On the aquatics side, re-plastering, replacement of sand filters, replacement of indoor slide and stairs, replacement of zero entry play structure, replacement of dehumidification system and enhancement of an evacuator system are all underway to enhance pool spaces.

HVAC replacements and improved signage, branding, and wayfinding are also being added to enhance the BRiCk.

### Accessibility and Inclusion
Ensure all areas of the BRiCk exceed ADA compliance and continue to pursue inclusive programs that support individuals with disabilities, language barriers, or transportation limitations.

Introduce bilingual signage, inclusive programming guides, and diverse staff training to better reflect the community served.

### Sustainability and Energy Efficiency
Evaluate opportunities for sustainability upgrades—such as LED lighting, pool energy management systems, and water-saving fixtures—to reduce long-term operating costs and align with City goals.

### Partnerships and Revenue Opportunities
Explore new revenue streams through vendor partnerships, expanded corporate wellness packages, or facility sponsorships (e.g., naming rights for fitness rooms or outdoor spaces).

# Action Items and Goal 3

## Enhance Recreational Facilities Opportunity

### Action Item 3.1
### Improve and enhance aquatic, indoor recreation amenities, and outdoor recreation amenities.

Conducting a more in-depth feasibility study of indoor recreation to identify needs for a multi-generational complex as well as meet future demands of growth. Incorporating year round use allows for a diverse range of inclusive play for all ages and different sports. In order to maintain aquatics, the City needs to ensure stable funding sources and identify future locations for additional aquatic opportunities such as splash pads. Upgrading and updating existing facilities is pivotal to continue bringing valuable amenities to the entire community. Adding and rotating multipurpose fields to reduce overuse is important as the city grows its recreational leagues and practice spaces. Creating a regional and state draw for sports with sports tourism is an opportunity to expand the recreational amenities for the City.

### Action Item 3.2
### Evaluate program offerings as demands and trends evolve.

Conduct an annual review of recreation participation to refine offerings and evaluate programs to consider service rationale, scope, and service effectiveness. The City can promote partnerships with the school system to increase participation and offerings of programs throughout the year. This is an opportunity for kids to involve themselves with activities, community engagement, and build relationships.

### Action Item 3.3
### Encourage placemaking in recreation facilities.

Implementing public art into recreational facilities that reflect Burleson's history and culture strengthens the community and provides opportunities to showcase local talent. Creating and designing adaptable spaces for community events enhances the placemaking efforts from the City.

## Programming and Services

Burleson offers a wide range of programs for all age groups, including sports leagues, fitness classes, arts and crafts workshops, and outdoor adventure activities. These programs are designed to foster community engagement, promote physical and mental well-being, and provide opportunities for social interaction and personal growth. The following sections outline the programs and services available at each recreational facility.

## Burleson Senior Activity Center

The Burleson Senior Activity Center is located at 216 SW Johnson Avenue and provides a variety of activities, programs, and services for the senior citizens of Burleson aged 50 years and older. Opened in 1994, the center features amenities for Burleson's elderly residents such as a full-size kitchen, game rooms, and a quilting room, and hosts events like health fairs and monthly dances.

Indoor recreational amenities of the Burleson Senior Activity Center include:

- Language Lessons
- Exercise Programs
- Games
- Dance Lessons
- Music Lessons
- Lunch and Learns
- Seasonal events/activities
- A quilting group
- A Parkinson's Support group
- Providing information for accessing senior service
- Bingo and La Loteria: classic offerings held to socially engage community members.
- Yoga: an ancient, proven exercise program promoting flexibility, deep breathing, and overall health.
- Ping Pong: a great game for keeping more mobile seniors active and engaged.
- Board/Card Games: bridge, canasta, Rummikub, Chickenfoot, Skipbo, Racko, Pegs & Jokers, and more—these games keep the players mentally and socially active and engaged.
- Senior Center 4th Saturday at the Movies: watch both new and classic films



Source: City of Burleson



***Burleson Senior Activity Center Volunteer and Sponsor Appreciation***

Source: City of Burleson

## Benefits of Senior Centers

According to current estimates, in 2030 more than 27% of the Texas population will be 55 or older. Now is the time to prepare long-term strategies for meeting these peoples' needs. Having a vibrant, active senior center is often a prerequisite for older people looking to move into a new community. Here are some additional reasons to invest in senior centers.




*Senior Center Halloween Party 2024*

Source: City of Burleson

## Benefits of Senior Centers

- **Reducing Healthcare Costs**: Good senior centers offer programs which encourage physical activities, wellness, and a healthy lifestyle. Healthier seniors require fewer emergency services, hospitalizations, or long-term care.
- **Preventing Mental Health Issues:** It's a short step from isolation, loneliness, or endless boredom to depression… or simply giving up on life. Senior centers offer socially engaging activities which work the mind and body, thus leading to fewer mental-driven health issues.
- **Preventing or Delaying Institutional Care**: By providing opportunities for companionship, social engagement, physical wellness, and health screenings, senior centers help mitigate the need for nursing homes, which can be a huge financial burden for local governments.
- **Easing Family Burdens:** Family caregivers have to take time off work, and often find that taking care of their loved one is physically, emotionally, and financially draining. Active, healthy seniors require less care-giving than their counterparts. Also, senior centers provide information about home health care options which may be available.
- **Community Integration and Volunteerism**: Senior centers may offer language classes to help non-English speakers integrate into the community. They may also encourage senior volunteering which can reduce the cost of public services by providing free expertise.

# Action Items and Goal 4

## Enrich Events and Programming for All

### Action Item 4.1

**Plan out a variety of events throughout the entirety of the year that target a range of audiences and activities.**

By planning out different events throughout year, more opportunities can be provided for all community members. Although each event may target specific audiences, ages, interests, or seasonal activities, there should be a robust line-up of programs for the community, families, and all abilities. Creating community hubs where regular or innovative programming can be implemented as to not conflict with current offerings brings diversity and inclusion to the City.

### Action Item 4.2

**Identify gaps in programming and establish new programs to target underrepresented age groups.**

By prioritizing where current programs (in recreation and community centers) are successful and where they lack in fully representing all age groups, new program opportunities can be identified. By implementing at least one to two recurring programs or activities throughout the year for each age range, the city of Burleson will be able to enhance the needs and desires of the community. Generally, programs specific to one age group should follow these ages:

- Infants: 0-1 year old
- Toddlers: 1-3 years old
- Preschoolers: 3-5 years old
- Early Childhood: 0-5 years old
- Children/Kids: 5-12 years old
- Adolescents/Teens: 13-18 years old
- Young Adults: 19-29 years old
- Older Adults: 30-39
- Middle-Aged Adults: 40-59 years old
- Senior Adults: 60+ years old

Focusing on the physical, social, and emotional well-being of the community is important for the City Parks and Recreation to be successful.

# Hidden Creek Golf Course

The **Hidden Creek Golf Course** is our municipal golf facility. It features a full-scale operation with a pro-shop and restaurant. Its goal is to provide a premier 18-hole golf experience for the local Burleson community and golf enthusiasts. Hidden Creek provides an enjoyable, recreational venue for healthy outdoor activity, allowing visitors to spend time outdoors with their friends and family. The course provides multiple teeing ground areas, allowing the course to be played at multiple lengths, and has undulating, generous putting surfaces for a challenging experience.

Through hosting various tournaments, serving as a tourist attraction for the North Texas region, and providing a destination for over 25,000 non-residents in addition to local players, the Hidden Creek Golf Course economically benefits the surrounding community. Tournament services provided by Hidden Creek may include carts, cart staging, personalized scorecards and signs, range balls, proximity markers, and more. Lessons are also available for multiple ages. Hidden Creek also provides a venue for multiple corporations and charities to host golf outings and raise money, benefiting both the local community and outreach beyond Burleson.








Sources: City of Burleson, Hidden Creek Golf Course

## Maintenance and Staffing

The golf course staff currently has 30 full time employees, but projected to expand to 39 employees in 2035 and 2045 with current roles. Operation hours are set to be extended for both the course and restaurant. Paths, the course, and lakes and trees are to be edged and maintained weekly. Additional mows of non-green surfaced will be completed one additional time per week.

## Technology Upgrades

Autonomous mowing has begun to be integrated for the tees, fairways, rough, clubhouse, and driving range, with a total of 13 mowers. Future replacements are set to take place in the upcoming years, updating older technology and saving costs overall.

### Additional Opportunities for Consideration:

- The Terrace Bar-and-Grill could expand to be a full service restaurant
- Concession midway through the course or additional concessions facility
- The implementation of a player development / learning center
- The addition of a short Par 3 course
- Dynamic/Tier Pricing options
- Site specific Master Plan for the Golf Course

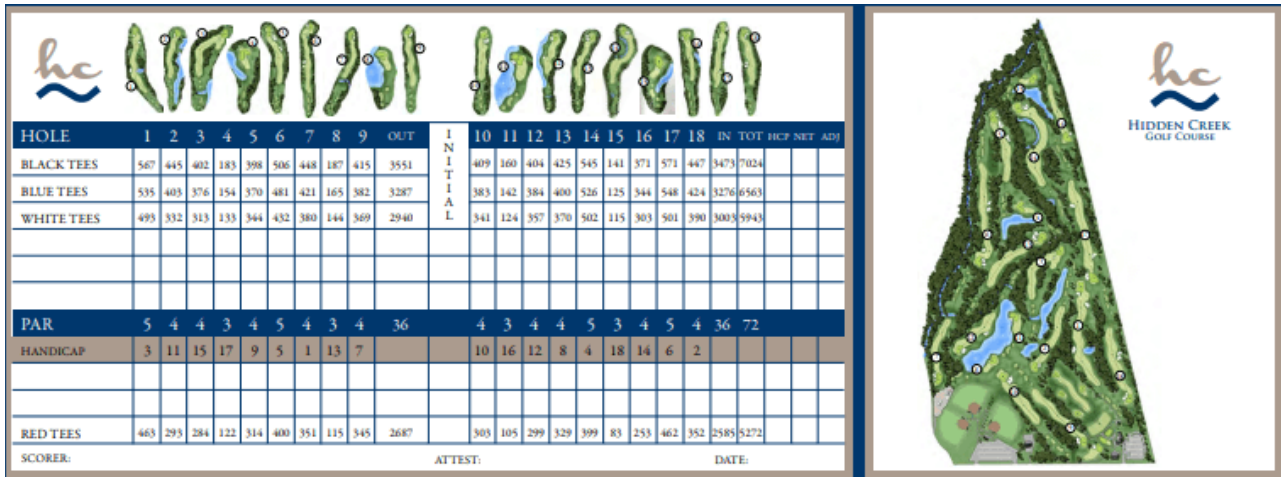
Overall, these opportunities would attract more visitors and some would allow more revenue to be generated. Learning centers and expanded playing/practice options for a range of playing levels would be highly beneficial. Developing a master plan for the golf course provides a comprehensive framework and vision for improvements, revenue generating tactics, and increased diverse playability for members and visitors. It will help create a roadmap for the City and lead to a better managed and enjoyable golf facility.

## Completed Course Improvements: 2021-Present

- Bunker conversion to Better Billy Bunker System
- Pumphouse Renovation
- Cart path replacements
- Drainage improvements
- Turf restorations (Holes, 7, 8, and 18)
- Tree removal and limb up
- New carts with GPS
- Chemigation System
- Aeration Machine
- Terrace Bar-and-Grill Enhancements

The **Hidden Creek Golf Course** is focused on further upgrading the course to be a regional, destination facility, with pristine playing surfaces, consistent greens, well-maintained turf and landscaping, attention to detail, updated clubhouse and practice facilities, technology integrations, and excellent service. The planned improvements above total to an investment of $1,370,547 as of 2021.

Continued investment into successful programming and infrastructure at Hidden Creek aim to increase revenue generation, increase the number of tournaments hosted, and increase the amount of players club memberships.



| HOLE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | OUT | | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | IN | TOT | HCP | NET | ADJ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BLACK TEES | 567 | 445 | 402 | 183 | 398 | 506 | 448 | 187 | 415 | 3551 | | 409 | 160 | 404 | 425 | 545 | 141 | 371 | 571 | 447 | 3473 | 7024 | | | |
| BLUE TEES | 535 | 403 | 376 | 154 | 370 | 481 | 421 | 165 | 382 | 3287 | | 383 | 142 | 384 | 400 | 526 | 125 | 344 | 548 | 424 | 3276 | 6563 | | | |
| WHITE TEES | 493 | 332 | 313 | 133 | 344 | 432 | 380 | 144 | 369 | 2940 | | 341 | 124 | 357 | 370 | 502 | 115 | 303 | 501 | 390 | 3003 | 5943 | | | |
| PAR | 5 | 4 | 4 | 3 | 4 | 5 | 4 | 3 | 4 | 36 | | 4 | 3 | 4 | 4 | 5 | 3 | 4 | 5 | 4 | 36 | 72 | | | |
| HANDICAP | 3 | 11 | 15 | 17 | 9 | 5 | 1 | 13 | 7 | | | 10 | 16 | 12 | 8 | 4 | 18 | 14 | 6 | 2 | | | | | |
| RED TEES | 463 | 293 | 284 | 122 | 314 | 400 | 351 | 115 | 345 | 2687 | | 303 | 105 | 299 | 329 | 399 | 83 | 253 | 462 | 352 | 2585 | 5272 | | | |

INITIAL

SCORER: ATTEST: DATE:

Source: Hidden Creek Golf Course

# Action Items and Goal 5

## Advance Hidden Creek Golf Course as a Premier Public Facility

### Action Item 5.1
### Enhance current facilities to increase efficiency, use, and appeal.

Currently, the Hidden Creek Golf Course currently sees over 25,000 visitors (both local residents and non-residents) throughout each year and remains notably one of the toughest public courses in the DFW area. To further increase retention of members, increase visitors per year, and establish Hidden Creek as a premier facility, the city should focus on upgrading their current facilities to bring the course up to the level of other premier facilities. By first identifying which areas need priority updates, costs and energy can be focused towards renovating or upgrading those items first. It is important to prioritize maintenance and keep the fairways and greens well-manicured year-round. Landscaping in and around the course should be well-kept and consistent, providing a natural theme and elevating the courses' appeal and atmosphere.

### Action Item 5.2
### Integrate more opportunities for play and generating revenue.

In terms of additional enhancements, implementing a learning center for player development is one way to target younger players and enhance class options at the facility. In addition, a shorter 3-par course option would allow for a greater diversification of activities at the facility and provide all levels of players with an accessible, approachable, and less time-committed option for play. Integrating a dynamic pricing system and providing various choices for membership and play is another implementation option that provides greater flexibility and access for players.





Sources: City of Burleson, Hidden Creek Golf Course

# Russell Farm Art Center

**Russell Farm Art Center** offers a unique experience through its historic farm and art center. Located on a 30-acre historic family farm started in 1877, it is a City of Burleson facility that is dedicated to working artists and their art, cultural awareness, and the preservation of historic land. The property is registered as a Texas Century Farm certified by Texas Department of Agriculture.

A “rustic and very picturesque slice of Texas”, Russell Farm Art Center is inset into a hilly landscape, home to its original farmhouse and restored farm buildings. The center provides a quiet and creative atmosphere for local and visiting artists, or curious visitors, to immerse themselves in the artistic and traditional setting. It aims to harbor discovery and promote collaboration in nature by preserving its historic environment and supporting aspiring artists.

Visitors can explore historic facilities, create art, attend events or programs, take classes, or simply enjoy a peaceful retreat amid the animals and country landscape. Surrounded by history, art, and local culture, Russell Farm Art Center provides opportunities for seminars, workshops, and classes for students and galleries.




“Louise and I seek to provide a place that promotes artistic expression. The Russell Farm has a heritage of pioneer spirit, located in a tranquil natural setting that will help aspiring artists for many years to come.”

- Charlie Boren







Source: City of Burleson, The Russell F... Art Center

**Russell Farm Art Center** offers art, historical, nature, and community programming.

## Art Programming

Current programming includes art lectures, painting/drawing classes, wood shop class, open art, Boren Studio/gallery tours, art gallery/shows, and arts and crafts education. Future programming includes Public Arts Committee partnership with the City and Art Tours including Baker Building Gallery. Investing in resources for additional media such as metal art, stone sculpting, and photography would expand the areas of interest to the greater community. Expansion of Boren Gallery or a new building for Charlie's wood sculpture collection would be a great addition for visitors to Russell Farm.




## Historical Programming

Russell Farm provides historical tours, period cooking and canning classes. Proposed future historical programming includes expanded historical tours, music in the open field, field trips, hayrides, period arts/house back porch, Pioneer Children's Class and Period Reenactments, and Old Time Historical Photos/Boren House. The Farm would like to bring in an old chapel or vintage building for classes and/or weddings.

**Vision**

*To be a beacon of cultural enrichment and creative empowerment, where past and present intersect to shape a vibrant and inclusive future for all.*

**Mission**

*To inspire and cultivate a deep appreciation for skilled arts, history, and nature within our community by providing an inclusive space that nurtures a creative expression, life-long learning (or education), and a connection to our shared heritage and culture.*

**Possible Taglines**

*Preserving Heritage, Inspiring Art*
*Explore the Past, Create the Future*
*Bridging Generations through Art, History, Nature, and Legacy*

## Nature Programming

Programming implemented currently at Russell Farm Art Center includes community garden and rentals, partnering with Master Gardener's club and Master Naturalist, donkeys, chickens, cattle grazing, land lease, picnic areas, Ag Day, Arbor Day, gardening classes, horse camp, and story time in the garden. Proposed future programming needs are expanding walking trails for multi-use, expanding FFA programs, farm to table cooking from the garden, gazebo and sensory garden programs/rentals, and first Saturday hay rides. In the future, building a large greenhouse would allow for hydroponic farming and cooking demonstrations using farm grown foods expanding agricultural education.

## Community Programming

Current programming for the community includes donuts with the Easter Bunny, Fall festival, Scarecrow making class, family camp-out, Christmas at the Farm, Breakfast with Santa, Christmas lights display, Watermelon Day, Autism Awareness and Resources Workshop, Dance/Date night at the Farm, Show Me How workshops, Home schooling farm school, Kids Arts and Crafts, Spanish classes, Fun on the Farm Camps, Archery classes, Summer camps, STEAM camps, and Youth cooking classes. The Farm provides building rentals for the community to utilize for special occasions or events and Home School Enrichment classes.

# Action Items and Goal 6

## Establish Russell Farm Art Center (Russell Farm) as a Cultural and Art Hub

### Action Item 6.1
### Engage with the broader community to enhance the presence of the center.

Russel Farm and Art Center currently offers a range of community events, tours, camps, and art opportunities for residents and visitors to participate in. However, in order to establish the center as a hub for culture and art throughout the city of Burleson, DFW, and beyond, Russell Farm should further utilize marketing opportunities and technology to promote events, engage with the public, share photos, highlight artists, and establish an online presence to reach a greater audience. Focusing on diversity, accessibility, and engagement throughout the year at Russell Farm will be a consistent destination for heritage and learning.




Source: City of Burleson, The Russell Farm Art Center

### Action Item 6.2
### Offer diverse programming and resources.

Russel Farm Art Center seeks to embrace different art forms and types by highlighting a different art form or medium each month beyond the traditional. This provides a diverse range of visitors and involvement from the community.

Host a variety of events beyond what is traditionally offered or only based on seasonal opportunity. This can happen through the establishment of workshops, screenings, artists talks, and public art projects.

Make shared art spaces easily accessible and provide inclusive resources for residents by accommodating sensory, mobility, and communication needs. Providing multilingual support where appropriate will further expand the use and attraction of Russell Farm.

# Needs Assessment

The following needs assessment evaluates Burleson's existing recreational facilities using the Level of Service (LOS) metric, as defined by the National Recreation and Park Association (NRPA). This section analyzes the city-wide recreational facility needs by comparing Burleson's current LOS against its population, identifying areas where the city meets or falls short of national standards.

## Existing Level of Service

Currently, Burleson offers residents 65,000 square feet of indoor recreational space and amenities. With a 2025 population of 55,144, the current level of service (LOS) is 1.47 square feet per resident.

NRPA provides a useful metric that compares cities of similar size by dividing the total population by the number of indoor recreation facilities. For cities with populations similar to Burleson's, the median figure in 2020 was 53,550 residents per indoor recreation facility. Burleson is slightly above this median, with 55,144 residents per facility.

The following table compares Burleson with other cities of similar size. In this comparison, Burleson is tentatively below Grapevine and Euless in terms of service levels, but slightly above Mansfield. While the differences in LOS are not significant, they could become more pronounced as Burleson's population continues to grow. To enhance accessibility, Burleson will need to increase the square footage of recreational facilities and amenities per person.

The NRPA outlines key metrics for various types of indoor facilities and amenities, including the number of each type relative to the population of a given jurisdiction. They assess the presence of different indoor recreational facilities by reporting the percentage of agencies that offer each type, helping to illustrate the distribution and accessibility of these facilities across different cities. From 2021 to 2023, data was gathered from over 1,000 park and recreation agencies nationwide. The table on the following page highlights the prevalence of various indoor recreation facilities and amenities among the study agencies.

## Benchmarking Communities

The communities shown in the LOS analysis help assess how Burleson's indoor recreation facilities compare to nearby benchmarking communities, using a standards-based evaluation. These benchmarking communities were selected by the City.

**Burleson Existing Level of Service**

- Population: 55,144
- The BRiCk (65,000 square feet)
- **1.47 square feet per resident**

**Grapevine Existing Level of Service**

- Population: 52,346
- The REC (115,000 square feet)
- **2.15 square feet per resident**

**Euless Existing Level of Service**

- Population: 51,601
- Euless Family Life Center (52,300 square feet)
- Simmons Center (5,600 square feet)
- Historical Museum (5,000 square feet)
- Star Center (95,000 square feet)
- Fuller House Museum (2,000 square feet)
- Himes Log House (1,500 square feet)
- **2.81 square feet per resident**

**Mansfield Existing Level of Service**

- Population: 89,227
- Mansfield Activities Center (23,431 square feet)
- Star Center (80,000 square feet)
- **1.36 square feet per resident**

| Indoor Park and Recreation Facilities by Prevalence | | |
|---|---|---|
| **Type of Facilities** | **Percent of Agencies** | **Present in Burleson?** |
| Competitive swimming pools | 22% | Yes |
| Pools designated exclusively for leisure | 19% | Yes |
| Pickle ball | 19% | Yes |
| Multi-use courts | 16% | Yes |
| Basketball courts, standalone | 12% | Yes |
| Multi-use court-tennis, pickle ball | 12% | Yes |
| Therapeutic pools | 11% | No |
| Walking loops/Running tracks | 10% | Yes |
| Racquetball/Handball/Squash courts | 9% | No |
| Tennis courts | 5% | Yes |
| Recreation centers (including gyms) | 62% | Yes |
| Community centers | 59% | No |
| Senior centers | 40% | Yes |
| Performance amphitheaters/Plaza | 40% | Yes |
| Nature centers | 34% | No |
| Aquatics centers | 30% | Yes |
| Permanent and semi-permanent restrooms | 28% | Yes |
| Stadiums | 19% | No |
| Teen centers | 12% | No |
| Indoor ice rinks | 12% | No |
| Arenas | 9% | No |

The table below illustrates various LOS for recreational facilities and amenities offered in Burleson, showcasing the extent of indoor recreational opportunities available to the community, including fitness centers, sports courts, swimming pools, and other indoor activities.

| Indoor Swimming Pool | | | | |
|---|---|---|---|---|
| **Population** | **Structures** | **LOS** | **Existing LOS** | **Gap** |
| 55,144 | 1 | 1/64,150 | 1/55,144 | 0.19 surplus |
| 125,527 (projected) | 1 | 1/64,150 | 1/125,527 | 0.96 deficit |
| **Recreational Facility (Gym)** | | | | |
| **Population** | **Structures** | **LOS** | **Existing LOS** | **Gap** |
| 55,144 | 1 | 1/39,886 | 1/55,144 | 0.30 deficit |
| 125,527 (projected) | 1 | 1/39,886 | 1/125,527 | 2.15 deficit |
| **Senior Center** | | | | |
| **Population** | **Structures** | **LOS** | **Existing LOS** | **Gap** |
| 55,144 | 1 | 1/67,190 | 1/55,144 | 0.20 surplus |
| 125,527 (projected) | 1 | 1/67,190 | 1/125,527 | 0.87 deficit |
| **Aquatic Center** | | | | |
| **Population** | **Structures** | **LOS** | **Existing LOS** | **Gap** |
| 55,144 | 1 | 1/60,824 | 1/55,144 | 0.15 surplus |
| 125,527 (projected) | 1 | 1/60,824 | 1/125,527 | 1.06 deficit |
| **Basketball Court** | | | | |
| **Population** | **Structures** | **LOS** | **Existing LOS** | **Gap** |
| 55,144 | 2 | 1/26,612 | 1/25,857 | 1 surplus |
| 125,527 (projected) | 2 | 1/26,612 | 1/62,763 | 2.72 deficit |

## Takeaways

**Current LOS Metric:**
Burleson's current level of service (LOS) for indoor recreational space is 1.47 square feet per resident, below NRPA standards.

**Comparison with Similar Cities:**
Burleson has a lower indoor recreation facility square footage to resident ratio than the median for cities of a similar size, but the existing LOS metrics for other indoor facilities such as aquatic centers or senior centers surpass the median figure.

**Benchmarking Against Peers:**
Burleson's indoor recreation LOS is slightly below cities like Grapevine and Euless in terms of recreational facility availability, but it is comparatively stronger than Mansfield.

**Future Needs:**
As Burleson's population grows, the discrepancy in recreational facility availability will likely become more pronounced. Additional indoor recreational space and amenities may be necessary to maintain or improve accessibility and service levels.

**Action Required:**
To address the anticipated shortage and future growth, Burleson's decision-makers should consider expanding the city's indoor recreational facilities and amenities to better meet the needs of its residents and align with national standards. A new sports complex at the community park anticipates replacing Hidden Creek Sports Complex and meeting the needs of the sporting community.



*Chisenhall Sports Complex*

Source:




***BRiCk Splashpad***

Source: City of Burleson



# OPERATIONS AND MAINTENANCE

# 6



Source: City of Burleson


Source: City of Burleson

# OPERATIONS AND MAINTENANCE

6

Introduction
Current Operations
Future Operations
Financial and Revenue Strategies
Operations and Staffing Recommendations

## Introduction

The City of Burleson has ample parks, recreation, programming, and trails needing ongoing maintenance and operational staff. As the parks system grows, facilities are added and programming develops further. In turn, the staffing requirements and needs for these additional spaces grow. The city contracts with a third party contractor for litter maintenance and tier 2 and 3 mowing/trimming maintenance. Tier 1 mowing , R.O.W's, and the city mowing drainage program are handles internally with the Parks department. This is a critical aspect of managing infrastructure and keeping systems operating efficiently and reliably.




*Parks and Recreation, Cityfest 2025*

Source: City of Burleson

## Current Operations

The Parks and Recreation Department presently staffs the BRiCk, maintenance, Russell Farm, and Hidden Creek Golf Course. Current FY 2025 staffing is below. These numbers are inclusive of full time and part time staff. Anticipated 10 year staffing projection for 2035 and 20 year staffing projection for 2045 follows current staffing numbers.

- Parks and Recreation Administration - 7.5 individuals
- BRiCk Administration - 7 individuals
- Parks Maintenance - 23 individuals
- Aquatics and Recreation - 126 individuals
- Athletics Team - 7 individuals
- Russell Farm - 2.5 individuals
- Hidden Creek Golf Course - 30 individuals
- Programs - 5 individuals
- Special Events - 4 individuals

## Future Operations (FY 2035)

- Parks and Recreation Administration - 9 individuals
- BRiCk Administration - 8 individuals
- Parks Maintenance - 27 individuals
- Aquatics and Recreation - 128 individuals
- Athletics Team - 7 individuals
- Russell Farm - 4 individuals
- Hidden Creek Golf Course - 39 individuals
- Programs - 6 individuals
- Special Events - 5 individuals

## Future Operations (FY 2045)

- Parks and Recreation Administration - 10 individuals
- BRiCk Administration - 9 individuals
- Parks Maintenance - 32 individuals
- Aquatics and Recreation - 128 individuals
- Athletics Team - 7 individuals
- Russell Farm - 4 individuals
- Hidden Creek Golf Course - 39 individuals
- Programs - 6 individuals
- Special Events - 5 individuals




*BRiCK Splash Pad*




*Parks and Recreation Month, 2024*

Sources: City of Burleson

## Operations and Staffing Recommendations

Developing and implementing a plan to identify full-time positions necessary to operate and manage the Parks and Recreation Department for the next 5 - 10 years. This could include the addition of parks maintenance staff; expand the programming staff to further grow the athletics, events, youth and adult recreation programs; and administrative personnel where needed in existing facilities and new facilities.

### Goals

- Equity, diversity, and inclusion to create a welcoming environment for all individuals.
- Follow general City operations and requirements and parks department operations.
- Develop a funding strategy to expand operations and maintenance staff
- Update operational policies and procedures and ensure all employees are aware of updates.
- Establish performance measures and develop an annual methodology for tracking.

## Financial and Revenue Strategies

The Burleson Parks and Recreation Department is funded through a variety of platforms. The 4B provides a half-cent sales tax dedicated to the maintenance and expansion of parks and recreation facilities, accounting for more than 70% of the department's annual operating budget.




*Chisenhall Sports Complex Ribbon Cutting*

Park Performance Fund (PPF): Proprietary funds generated from various activities, such as athletics, the Burleson Recreation Center (BRiCk), and Russell Farm.

Parks and recreation departments often generate revenue from user fees for activities and services such as admission to recreation centers, rental of facilities, participation in sports leagues, classes, and special events. Hidden Creek Golf Course, Russell Farm Art Center, the BRiCk, and the Chisenhall Sports Complex fall under Burleson's revenue generating facilities.

General Fund Revenues are a primary source of funds for most parks and recreation departments. General fund revenues come from local taxes, such as property taxes, sales taxes, and sometimes income taxes. These funds are allocated annually through the city's budgetary process. ROW maintenance and general park maintenance fall under the general fund revenue category.

Departments may receive grants from federal, state, and local governments as well as from private foundations and non-profit organizations. These grants often support specific projects or initiatives such as park renovations and improvements.

With the growth Burleson is seeing, fees charged to residential developers for the dedication and development of parks, last updated 2022, no need to update at this time.

Cities may issue municipal bonds to raise funds for large-scale capital projects. The bonds are repaid over time, typically through property taxes or other dedicated revenue streams.



*Kids Around the World Playground Donation*




*Be Healthy Burleson Run, 2024*

Sources: City of Burleson



***Prairie Timber Park***

Source: City of Burleson

# IMPLEMENTATION 7




***Far Out Family Camp Out***

Source: City of Burleson

# 7 IMPLEMENTATION

Introduction
Action and Goals Matrix

# Implementation

## Introduction

The actualization of the Burleson Parks Master Plan requires a concerted effort that will require financial investment paired with the identification of responsible parties, funding avenues, and time frames. The recommendations made within the plan have been subdivided into Action Items that provide a measurable and actionable framework that should serve as a checklist for the city to track the progression of park-related objectives.

## Action Types

**Investment:** New or adjusted capital or operational expenditure.
**Study:** Requires further analysis or investigation to determine the most appropriate solution.
**Regulation:** Requires Council-approved modification to City ordinance.
**Operations:** Requires a new or modified program or staffing arrangement.
**Policy:** Requires a new or modified process or policy to guide City decisions.
**Partnership:** Formal agreement or informal pursuit of shared goals with an external entity.

## Timeline

**Short-Term:** Items should be completed within five years of this plan's adoption. These are either items that are feasible to implement within a short period of time or high-priority items that must be completed promptly.
**Mid-Term:** Items should be completed within five to ten years post-plan adoption.
**Long-Term:** These items should be included in the city's long-term budget and vision, but likely require additional prerequisites such as planning studies, funding, or phasing before implementation. These items will likely require more than ten years after plan adoption to be completed.
**Ongoing:** Items that do not have a specific timeframe but should be continually implemented throughout the plan's lifecycle.

## Cost

These general estimates indicate the projected financial responsibility that would be placed on the city for completing the associated action.
Estimated Dollar Amount
$ Up to $150,000
$$ $150,000 - $400,000
$$$ $400,000 - $1 million
$$$$ More than $1 million

Responsible Party
The responsible party is the agency associated with the City of Burleson that oversees the implementation of the action item.

## Funding Source

**Federal Grants:**
- Community Development Block Grants

**State Grants:**
- Texas Parks and Wildlife Department programs

**Local Funding:**
- City budget allocations
- Bond issues
- County grants
- Capital Improvement (CI)

**Private Sector:**
- Corporate sponsorships and partnerships
- HOA parks/privately developed and maintained parks
- Sponsorships

**Nonprofit and Charitable:**
- Grants and donations from foundations
- Support from local nonprofits

**Community Fundraising:**
- Crowdfunding campaigns
- Fundraising events

**Public-Private Partnerships:**
- Development agreements and collaborative ventures

# Implementation

**Introduction of Interactive Fitness Zones:**
**Proposal Statement:** Introduce interactive fitness zones within Burleson's parks, leveraging modern fitness equipment and technology to encourage physical activity, cater to diverse age groups, and enhance the overall well-being of residents.

**Greenway Expansion for Enhanced Connectivity:**
**Proposal Statement:** Expand the existing greenway network to establish comprehensive connectivity between parks and neighborhoods, promoting alternative transportation, encouraging outdoor recreation, and fostering a stronger sense of community cohesion.

**Inclusive Playground Upgrades:**
**Proposal Statement:** Upgrade existing playgrounds to be inclusive and accessible for all abilities, ensuring that children of varying needs can enjoy the benefits of play in a safe and welcoming environment, reinforcing the city's commitment to inclusivity.

**Trail Lighting for Extended Hours of Use:**
**Proposal Statement:** Install trail lighting along key pathways within parks to extend usability into the evening hours, providing residents with safer and more accessible opportunities for recreational activities, evening walks, and community events.

**Creation of Outdoor Learning Spaces:**
**Proposal Statement:** Develop designated outdoor learning spaces within parks, integrating educational elements and interpretive signage to engage residents in environmental stewardship, wildlife education, and experiential learning opportunities.

**Community Gardens for Sustainable Living:**
**Proposal Statement:** Establish community gardens within parks, fostering sustainable practices, local food production, and community engagement. These gardens would serve as educational hubs and promote a culture of environmental responsibility.

**Cycling Infrastructure Enhancements:**
**Proposal Statement:** Enhance cycling infrastructure by creating dedicated bike lanes, bike-sharing programs, and repair stations along popular trails. This will encourage sustainable transportation and promote a bike-friendly culture within the community. Continue to seek ways to incorporate bike lanes and extend the cities trail network.

**Programs for Active Aging:**
**Proposal Statement:** Develop tailored programs and amenities within parks to cater to the needs and interests of older adults, promoting active aging, social interaction, and health and wellness activities in a supportive and inclusive environment.

**Ecological Restoration Initiatives:**
**Proposal Statement:** Implement ecological restoration initiatives within parks to preserve and enhance natural habitats, promoting biodiversity, and establishing a model for responsible environmental stewardship within urban landscapes.

**Public Art Installations:**
**Proposal Statement:** Integrate public art installations within parks and along trails to enhance aesthetic appeal, celebrate local culture, and create landmarks that contribute to a sense of identity, pride, and community connection.

**ADA Inclusivity:**
**Proposal Statement:** Enhance ADA accessibility by conducting a comprehensive audit of public facilities and identifying areas that need improvements. Following this, the city can invest in infrastructure upgrades, such as ramps, curb cuts, and accessible pedestrian signals at key intersections and public spaces.

These proposal statements are designed to spark improvements in Burleson's parks, trails, and recreation, addressing diverse needs and enhancing the overall quality of life for residents.

| Goal 1: Elevate Park Quality and Natural Connectivity | | | | | | |
|---|---|---|---|---|---|---|
| **Number** | **Action Item** | **Action Type** | **Conceptual Cost** | **Responsible Party** | **Funding Sources** | **Timeline** |
| **1.1** | Develop parkland in areas currently under served | Policy | $$$$ | Parks and Planning | City Bond, CI, Grants | Mid-Term |
| **1.2** | Actively plan and coordinate with the County regarding parkland and open space in ETJ. | Policy | $$ | Parks, Planning, Development Services | City Bond, CI, Grants, Private Funding | Ongoing |
| **1.3** | Routinely review and update the parkland dedication ordinance to ensure that it reflects the true cost of acquiring and developing parks and ensure maintenance and operations increase with development. | Policy | $ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| **1.4** | Increase the percentage of residents that are within a 10-minute walk to a park to 75% by 2040. | Investment | $$$$ | Parks and Recreation | City Bond, CI, Grants | Long-Term |
| **1.5** | Conduct specific park master plans for several parks in Burleson. | Investment | $$$ | Parks and Recreation | City Bond, CI, Grants | Long-Term |
| **1.6** | Pursue funding from Texas Parks and Wildlife Department for future amenities. | Partnership | $$ | Parks and Recreation | City Bond, CI, Grants | Long-Term |
| **1.7** | Incorporate all-inclusive play structures into playgrounds where feasible. | Investment | $$$$ | Parks and Recreation | City Bond, CI, Grants | Mid-Term |
| **1.8** | Improve wayfinding signage within existing parks to locate amenities. | Investment | $$ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| **1.9** | Identify ADA accessibility issues within existing parks and develop a plan to address them. | Investment and Policy | $$$$ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| **1.10** | Implement low-impact design and maintenance strategies. | Investment and Policy | $$$$ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| **1.11** | Update structures or amenities with known safety issues. | Investment and Policy | $$$$ | Parks and Recreation | City Bond, CI, Grants | Ongoing |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Goal 2: Strengthen Connectivity and Environmental Resilience** | | | | | | |
| **2.1** | Partner with other departments to implement the improvements throughout the City of Burleson. | Partnership | $$$ | Parks and Recreation, Planning, Engineering | City Bond, CI, Grants | Ongoing |
| **2.2** | Provide multi-use trails and accessible connections throughout the City and to surrounding cities or trails. | Investment, Partnership | $$$ | Parks and Recreation | City Bond, CI, Grants | Mid-Term, Ongoing |
| **2.3** | Integrate trailheads, shade, lighting, and water stations. | Investment | $ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| **2.4** | Promote sustainability and conservation by minimizing concrete trails where possible. | Investment, Policy | $$ | Parks and Recreation, Planning | City Bond, CI, Grants | Ongoing |
| **2.5** | Implement regular environmental monitoring and maintenance. | Investment, Policy, Partnership | $ | Parks and Recreation, Partnership | CI | Ongoing, Long-Term |
| **Goal 3: Enhance Recreational Facilities Opportunity** | | | | | | |
| **3.1** | Improve and enhance aquatic, indoor recreation amenities, and outdoor recreation amenities. | Investment | $$$ | Parks and Recreation | City Bond, CI, Grants | Ongoing, Long-Term |
| **3.2** | Evaluate program offerings as demands and trends evolve. | Policy | $ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| **3.3** | Encourage placemaking in recreational facilities. | Investment | $ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| **Goal 4: Enrich Events and Programming for All** | | | | | | |
| **4.1** | Plan out a variety of events throughout the entirety of the year that target a range of audiences and activities. | Investment | $$$ | Parks and Recreation | City Bond, CI, Grants | Mid-Term, Ongoing |
| **4.2** | Identify gaps in programming and establish new programs to target underrepresented age groups. | Investment | $$$ | Parks and Recreation | City Bond, CI, Grants | Long-Term |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Goal 5: Advance Hidden Creek Golf Course as a Premier Public Facility** | | | | | | |
| **5.1** | Enhance current facilities to increase efficiency, use, and appeal. | Investment | $$$$ | Parks and Recreation | City Bond, CI, Grants | Mid-Term |
| **5.2** | Integrate more opportunities for play and generating revenue. | Investment, Partnerships | $$$$ | Parks and Recreation, Capital Improvements | City Bond, CI, Grants | Mid-Term, Long-Term |
| **Goal 6: Establish Russell Farm Art Center as a Cultural and Art Hub** | | | | | | |
| **6.1** | Engage with the broader community to enhance the presence of the center. | Investment, Partnership | $ | Parks and Recreation | City Bond, CI, Grants | Short-Term, Ongoing |
| **6.2** | Offer diverse programming and resources. | Investment, Partnerships | $$ | Parks and Recreation | City Bond, CI, Grants | Short-Term, Ongoing |



**Potential Goals:** The below potential goals represent additional measures and techniques to achieve the established six strategic framework set forth with this document.

| | | | | | | |
|---|---|---|---|---|---|---|
| Potential | Within the next five years, apply for at least three Texas Parks and Wildlife grant funding opportunities | Partnership | $$ | Planning | City Bond, CI, Grants | Mid-Term |
| Potential | Continue to coordinate with developers on new parks and amenities within master plan developments. | Investment | $ | Development Services | Privately Funded | Ongoing |
| Potential | Maintain a Park acreage Level of Service measure for the city of Burleson that is greater than the median for populations of similar sizes. | Policy | $$$ | Parks and Recreation | City Bond, CI, Grants | Long-Term |
| Potential | Utilize the Trust for Public Land's ParkServe or a similar tool to make decisions that provide equitable distribution of park amenities throughout the City. | Investment, Policy | $ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| Potential | Consider strategic acquisition or shared-use agreements with public institutions within areas currently under served by parks | Partnership | $$ | Parks and Recreation | City Bond, CI, Grants | Mid-Term |
| Potential | Canopy coverage | Investment, Policy | $$$ | Parks and Recreation | City Bond, CI, Grants | Long-Term |
| Potential | Playground Maintenance | Investment, Policy | $$ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| Potential | Low Impact Development (LID) | Investment, Policy | $$$ | Parks and Planning | City Bond, CI, Grants | Long-Term |
| Potential | Promote Volunteer Opportunities: Develop volunteer programs for park clean-ups, trail maintenance, and other community involvement activities. | Investment, Partnership | $ | Parks and Recreation | City Bond, CI, Grants | Ongoing |
| Potential | Create a branding palette for consistent future trail amenities, including mile markers, parking, trailheads, and other wayfinding signage.<br>Integrate Burleson's existing strong parks and recreation branding mechanisms into this design. | Capital Investments | $$$ | Parks and Recreation | | Long-Term |



***Cedar Ridge Park***

Source: City of Burleson

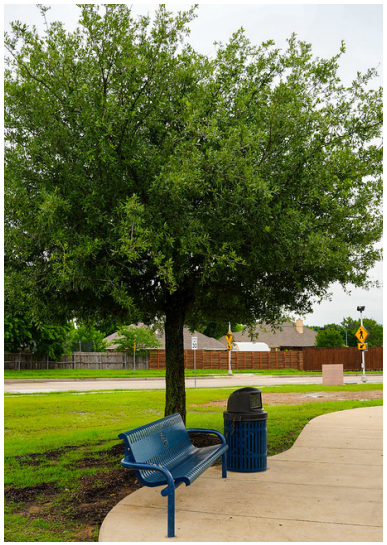



# APPENDIX I

# Park Design Standards

This document outlines the design standards for park improvements to ensure consistent quality, functionality, and aesthetic appeal for public spaces. The following guidelines address key amenities to enhance the park experience.

This is a living document maintained by the Parks and Recreation Department and is updated as design best practices and community needs evolve.



Source: City of Burleson

# Landscape Improvements

## 1. Native and Adaptive Plantings

**Plant Selection:** Prioritize native and drought-resistant species to reduce water consumption and maintenance.
**Biodiversity:** Design landscapes that support local wildlife and pollinators.
**Mulching:** Use mulch to retain moisture and suppress weeds.
**Monarch Way Station Design**

- *Location:* Choose a sunny location with minimal human disturbance, preferably near natural areas like forests, prairies, or meadows.
- *Accessibility:* The way station should be easily accessible for monitoring and maintenance while ensuring that it does not interfere with existing habitats.
- *Size:* At least 100 square feet (10x10 feet) to provide enough resources for monarchs.
- *Plant Selection:* Prioritize native and drought-resistant species to reduce water consumption and maintenance.
    - Milkweed: Essential for monarch reproduction as it is the sole host plant for their larvae. There are various species of milkweed to choose from depending on your region, such as:
    - Common Milkweed (Asclepias Syriaca)
    - Swamp Milkweed (Asclepias incarnata)
    - Butterfly Weed (Asclepias tuberosa)
    - Showy Milkweed (Asclepias speciosa)
    - Nectar Plants: Monarchs also need nectar plants for sustenance during migration. Include native flowering plants that bloom throughout the growing season. Examples include:
        - Coneflower (Echinacea)
        - Black-eyed Susan (Rudbeckia)
        - Liatris (Liatris spicata)
        - Aster (Symphyotrichum)
        - Purple Prairie Clover (Dalea purpurea)
        - Bee Balm (Monarda)
        - *Diversity:* A variety of native flowering plants help attract other pollinators and provides continuous nectar sources.
- **Water Source:** Monarchs need water to drink, so incorporate a shallow dish or birdbath with clean, fresh water. Ensure the water is not too deep to avoid drowning.



***Wildflower Meadow***

Source: City of Burleson



***Purple Prairie Clover, Purple Coneflower, and Yellow Coneflower Pollinator Garden***

Source: Wisconsin Public Radio

### 2. Naturalized Areas

- **Purpose:** Designate specific areas for naturalized landscapes to enhance habitat creation and reduce mowing needs.
- **Trail Integration:** Incorporate interpretive signage to educate visitors on local ecosystems. Interpretive signage is defined in the signage section of this document.

**Low-Impact Maintenance:** Utilize minimal irrigation and natural growth cycles.

### 3. Drainage Ponds

- **Aeration:** Install aeration fountains to improve water quality and prevent stagnation.
- **Access:** Provide safe, controlled access for maintenance and emergency services.
- **Riparian Areas:** Incorporate native vegetation around ponds to enhance biodiversity and stabilize shorelines.

### 4. Sustainable Materials

- **Pathways & Trails:** Use recycled or permeable materials to improve stormwater management.
- **Furniture & Fixtures:** Prioritize sustainably sourced or recycled-content furnishings.
- **Construction Practices:** Implement low-carbon-footprint building methods when cost effective.

### 5. Irrigation for Graded Turfed Areas

- **Coverage:** Ensure full irrigation coverage for all turf areas to promote healthy growth and prevent dry spots.
- **Efficiency:** Utilize high-efficiency sprinkler heads and smart irrigation controllers to optimize water use.
- **Zoning:** Separate irrigation zones based on sun exposure, soil type, and turf species to maximize efficiency.

### 6. Tree Planting Requirements

- **Species Selection:** Use a diverse mix of native and adaptive trees to ensure biodiversity and resilience to climate conditions in Texas.
- **Placement:** Strategically plant trees to provide shade for pathways, seating areas, and playgrounds while avoiding conflicts with underground utilities.
- **Irrigation:** Provide deep-root watering systems or drip irrigation to establish healthy root systems and reduce water waste.
- **Maintenance:** Implement a tree care program including mulching, pruning, and pest management to sustain long-term health.





***Burleson Arbor Day 2025***

Source: City of Burleson

# Active Recreation

## 1. Playgrounds

- **Age Zones:** Separate play structures for ages 2-5 and 5-12.
- **Safety Surfacing:** ADA-compliant materials such as pour-in-place rubberized surfacing or artificial turf to provide a safe, accessible play surface.
- **Shade Structures:** Integrated shade solutions for play areas to reduce heat exposure.
- **Inclusive Design:** Incorporate sensory play elements, wheelchair-accessible ramps, and diverse activity stations are recommended.

## 2. Dog Parks

- **Size & Layout:** Minimum of 5,000 sq. ft. for small parks; larger parks should allocate separate areas for small and large dogs.
- **Fencing:** Minimum 8-ft high fencing with double-gated entry for safe entry/exit.
- **Surface Material:** Use durable, low-maintenance materials like decomposed granite, artificial turf, or natural grass.
- **Amenities:** Include shaded seating, agility equipment, waste stations, and dog water fountains.
- **Signage:** a rules sign including our current dog park regulations must be placed at the entrance to the dog park.

## 3. Skate Parks

- **Design:** Provide features for various skill levels, including beginner, intermediate, and advanced riders.
- **Materials:** Construct with durable, low-maintenance concrete or modular systems.
- **Safety:** Ensure clear sightlines and adequate lighting for security and nighttime use.
- **Seating & Shade:** Include seating areas with shade for spectators and resting participants.

## 4. Sports Courts

- **Types:** Provide a variety of courts including basketball, tennis, pickle-ball, and volleyball.
- **Surfacing:** Use durable, shock-absorbent materials such as acrylic, asphalt, or concrete with proper striping for sport-specific guidelines.
- **Fencing:** Minimum 10-ft high fencing with durable, rust-resistant materials to contain balls and ensure safety.
- **Windscreens:** Install windscreens on fencing to reduce wind interference and improve player comfort.

## 5. Trail System

- **Multi-Use Trails**: Minimum 10-ft wide to accommodate pedestrians, cyclists, and strollers.
- **Walking Paths:** Minimum 6-ft wide for pedestrian-only pathways.
- **Surface Material:** Concrete, asphalt, or stabilized decomposed granite for durability and accessibility.
- **Lighting:** Provide LED lighting for safety in low-light conditions.



***Centennial Park***

Source: City of Burleson

# Passive Recreation

## 1. Shade Structures

- **Placement:** Provide shade over picnic tables, seating areas, playgrounds, benches, and picnic tables where appropriate.
- **Material:** Use durable, UV-resistant fabrics or metal structures.
- **Design:** Ensure designs complement park aesthetics and provide sufficient airflow.

## 2. Site Furnishings

- **Benches:** Durable, low-maintenance seating with armrests for accessibility; incorporate shade structures or place in shaded areas.
- **Trash & Recycling Receptacles:** Strategically placed for convenient waste disposal.
- **Picnic Tables:** Provide ADA-compliant tables with shade structures or place in shaded areas.
- **Bike Racks:** Located near trailheads and entry points.
- **Design standards:** If development is a public park, must order current park standard furnishings as defined by Parks and Recreation Department Director and/or designee.

## 3. Water Fountains

- **Design:** Multi-level drinking stations to accommodate children, adults, and pets; include freeze-resistant features for year-round functionality.
- **Placement:** Install fountains near playgrounds, picnic areas, and trailheads.
- **Durability:** Use vandal-resistant and freeze-proof designs where appropriate.

## 4. Pavilions and Restrooms

- **Pavilions:**
  - Provide covered structures with picnic tables, seating, and electrical access where possible.
  - Size should accommodate small to large group gatherings with appropriate spacing for accessibility.
  - Locate pavilions near key activity areas such as playgrounds, splash pads, or sports courts for convenience.
- **Restrooms:**
  - Provide durable, easy-to-maintain facilities with ADA-compliant stalls.
  - Install baby-changing stations in both men's and women's restrooms.
  - Ensure restrooms are well-lit, ventilated, and equipped with water-efficient fixtures.
  - Restrooms are appropriate in parks classified as neighborhood or larger as defined in *Exhibit A*. To determine if a restroom is appropriate within a development, developer should get approval from the parks and recreation director or designee.

## 5. Signage

- **Wayfinding:** Clear directional signs for park amenities and trail routes.
- **Regulatory Signs:** Include park rules, leash requirements, and operational hours.
- **Educational/Interpretive Signage:** Highlight environmental features, wildlife, or historical context.
- **Design:** Consistent style, fonts, and colors for cohesive visual identity. The parks and recreation department will provide rules signs and branding requirements.




***Bailey Lake Park, Burleson, Texas***

Source: City of Burleson

# Exhibit A - Classification of Parks:

The National Recreation and Park Association (NRPA) classifies parks into different categories based on their size, function, and the services they provide. The NRPA classification system includes the following park types:

**1. Mini Parks**
- Size: Less than 1 acre.
- Purpose: Serve small areas and provide basic recreational services like a small playground, seating, or green space.

*Examples:* Pocket parks, small neighborhood parks.

**2. Neighborhood Parks**
- Size: 1–10 acres.
- Purpose: Serve as community hubs within neighborhoods, offering areas for recreation, social gatherings, and often basic amenities like walking paths, playgrounds, and sports facilities.

*Examples:* Local parks with playgrounds, picnic areas, sports fields.

**3. Community Parks**
- Size: 10–50 acres.
- Purpose: Provide recreational opportunities to larger groups, often including more specialized facilities like sports complexes, nature trails, and open spaces for organized events or large gatherings.

*Examples:* Larger parks with sports courts, trails, and community event spaces.

**4. Regional Parks**
- Size: 50–200 acres.
- Purpose: Serve a broader regional area, offering larger-scale recreational activities. They often feature diverse natural environments, larger recreational complexes, or more specialized outdoor activities like camping or boating.

*Examples:* Nature reserves, large parks with multi-use trails, and lakes.

**5. Special Use Parks**
- Size: Variable.
- Purpose: Designed for specific, often specialized activities. These parks may not be intended for general recreation but rather for a particular purpose, such as athletic fields, golf courses, or historical sites.

*Examples:* Sports complexes, cultural heritage parks, zoos, botanical gardens, and golf courses.

**6. Natural Resource Areas**
- Size: Variable.
- Purpose: Areas primarily focused on the conservation of natural resources, such as forests, wetlands, or wildlife habitats. These areas may provide opportunities for passive recreation like hiking and birdwatching, but their primary function is environmental preservation.

*Examples:* Nature preserves, wildlife refuges, and ecological reserves.

**7. Greenways and Trails**
- Size: Variable.
- Purpose: Linear corridors designed for non-motorized transportation and recreation, such as walking, biking, and horseback riding. Greenways often connect different parks and offer routes through natural or urban spaces.

*Examples:* Bike paths, hiking trails, and urban green corridors.

**8. Urban Plazas and Open Spaces**
- Size: Variable.
- Purpose: Typically located in urban areas, these spaces are designed for social interaction, relaxation, and often have amenities like seating, fountains, and public art. They serve as areas for community gatherings, lunch breaks, or cultural events.

*Examples:* Public plazas, town squares, and community gathering areas.

These classifications help in organizing parks and recreational spaces in a way that meets the needs of various communities, whether for small neighborhood enjoyment or large-scale regional recreation.



***Clark Park (Mini-Park)***

Source: Wisconsin Public Radio

# Exhibit B - Approved Tree List:

| Large Trees |
|---|
| American Elm |
| Arizona Cypress |
| Bald Cypress |
| Bur Oak |
| Caddo Maple |
| Cedar Elm |
| Chinquapin Oak |
| Deodar Cedar |
| Lacebark Elm |
| Live Oak |
| Mexican Sycamore |
| Monterrey Oak |
| Pecan |
| Pond Cypress |
| Shumard Red Oak |
| Southern Magnolia |
| Sycamore |
| Texas Red Oak |

| Medium Trees |
|---|
| Bigtooth Maple |
| Claudia Wannamaker Magnolia |
| Common Persimmon |
| D.D. Blanchard Magnolia |
| Eastern Red Cedar |
| Eve's Necklace |
| Ginkgo biloba |
| Lacey Oak |
| Little Gem Magnolia |
| Shantung Maple |
| Trident Maple |



***Oak Tree, Mayor Vera Calvin Plaza***

Source: City of Burleson

| Ornamental Trees |
|---|
| Blue Point Juniper |
| Carolina Buckthorn |
| Carolina Cherry Laurel |
| Crepe Myrtle |
| Deciduous Holly |
| Desert Willow |
| East Palatka Holly |
| Fig |
| Forest Pansey Redbud |
| Japanese Maple |
| Mexican Buckeye |
| Mexican Plum |
| Nellie R. Stevens Holly |
| Oklahoma Redbud |
| Rusty Blackhaw Viburnum |
| Savannah Holly |
| Saucer Magnolia |
| Smoketree |
| Sumac |
| Texas Mountain Laurel |
| Texas Perssimon |
| Vitex |

| Screening Trees |
|---|
| Arizona Cypress |
| Blue Point Juniper |
| Burford Holly |
| Carolina Cherry Laurel |
| East Palatka Holly |
| Eastern Red Cedar |
| Little Gem Magnolia |
| Mary Nell Holly |
| Nellie R. Stevens Holly |
| Savannah Holly |
| Taylor Juniper |
| Yaupon Holly |



***Arbor Day, 2024***

Source: City of Burleson

# Burleson Parks and Recreation Capital Project Program Plan

*From Concept to Ribbon Cutting*

This Capital Project Program Plan outlines the full lifecycle of a parks capital project—from concept and community input to funding, design, construction, and project close-out. This document clarifies internal processes, project timelines, and cross-department coordination needed to implement capital projects effectively. As a living document, this overview is reviewed and updated regularly to align with budget cycles, funding opportunities, and strategic priorities.

## Phase 1: Concept Development & Prioritization

**Objective:** Identify and prioritize potential capital projects based on community needs, master plans, strategic goals, and feasibility.

**Key Activities:**

- Review adopted master plans (e.g., Open Space Plan, Facility Plans, ADA Transition Plan)
- Host internal brainstorming and alignment meetings
- Conduct gap analysis of facilities and service areas
- Evaluate preliminary cost estimates and constraints
- Identify alignment with grant or external funding opportunities

**Public Engagement:**

- Online input survey or comment form
- Pop-up outreach at events or community centers
- Stakeholder focus groups (e.g., youth sports, senior programs)

**Milestones:**

- Project concept developed and documented
- Internal staff vetting completed
- Public feedback synthesized and presented
- Priority list presented to Parks Board and City Council for endorsement

## Phase 2: Feasibility and Pre-Design

**Objective:** Validate the project through site analysis, environmental factors, cost considerations, and stakeholder feedback.

**Key Activities:**

- Conduct feasibility studies (e.g., geotechnical, environmental, utility)
- Identify land acquisition or easement needs
- Create a high-level project schedule
- Develop a preliminary budget range

**Public Engagement:**

- Stakeholder meetings to validate need and desired outcomes
- Parks Board presentation and comment
- Online concept boards and comment period

**Milestones:**

- Feasibility study completed
- Land availability confirmed
- Cost range established
- Project advanced to schematic design phase

## Phase 3: Schematic Design & Engagement

**Objective:** Create conceptual and schematic design alternatives based on community priorities and site constraints.

**Key Activities:**

- Hire design consultants
- Develop 2–3 conceptual site layouts
- Prepare visuals/renderings for engagement
- Estimate updated budget based on schematic design

**Public Engagement:**

- Open house or public workshop
- Online comment platform for design input
- Youth/family engagement for play and recreation elements
- Focused accessibility feedback for inclusive features

**Milestones:**

- Preferred schematic design selected
- Public input documented and responded to
- Schematic budget confirmed and updated
- City Council and Parks Board approval

## **Phase 4:** Final Design & Permitting

**Objective:** Complete construction documents, permitting, and final cost estimates.

**Key Activities:**

- Construction drawings (CDs) and specifications completed
- Coordinate with engineering, legal, and permitting departments
- Final cost estimate and bid package preparation
- Procurement schedule finalized

**Public Engagement:**

- Design boards shared for transparency
- Project website updated with design status and FAQs

**Milestones:**

- 100% construction documents complete
- Permits submitted and/or approved
- Bid documents issued
- Project advertised for bid

## **Phase 5:** Funding & Procurement

**Objective:** Secure and finalize all funding and contracts for construction.

**Key Activities:**

- Confirm funding sources (CIP, grants, donations, partnerships)
- Submit grant reimbursement/approval documentation (where applicable)
- Evaluate bids and award construction contract
- Draft and execute construction agreements

**Public Engagement:**

- Public update via social media and project webpage
- Ribbon-cutting teaser/promotional materials developed

**Milestones:**

- Grant or bond funding confirmed
- Bids received and reviewed
- Construction contract awarded
- Pre-construction meeting scheduled

## **Phase 6:** Construction

Objective: Execute the construction of the project while ensuring safety, communication, and compliance with specifications.

**Key Activities:**

- Issue notice to proceed
- Regular site inspections and construction meetings
- Change order management
- Community impact updates (closures, detours, etc.)

**Public Engagement:**

- Monthly updates via website/social
- Onsite signage showing renderings and timeline
- Project walkthrough with stakeholders and elected officials

**Milestones:**

- Groundbreaking event (if applicable)
- Key construction phases completed (sitework, vertical, landscaping)
- Substantial completion walkthrough



***Construction - Public Works***

Source: City of Burleson

## **Phase 7:** Project Close-Out & Ribbon Cutting

**Objective:** Ensure project meets expectations, finalize documentation, and celebrate with the community.

**Key Activities:**

- Final inspection and punch list completion
- Final payments and grant reimbursement
- Project documentation archived
- Maintenance and operation plans handed off
- Community celebration and communications

**Public Engagement:**

- Ribbon cutting event with media and partners
- Recognition of donors, stakeholders, and community participants
- Social media “then and now” campaign

**Milestones:**

- Final completion and acceptance
- Maintenance transfer complete
- Public event held
- Project formally closed in CIP tracking
- Cross-Phase Tools & Commitments
- Project Webpage: Updated monthly with visuals, timeline, budget, FAQs
- Transparency Dashboard: Track progress against timeline and budget
- Quarterly Reports: Internal and Council/Park Board updates
- Community Recognition: Inclusion of community voices and contributors in signage, events, or publications



*Cedar Ridge Park Ribbon Cutting*



*Centennial Park Grand Re-Opening Ribbon Cutting*

Sources: City of Burleson

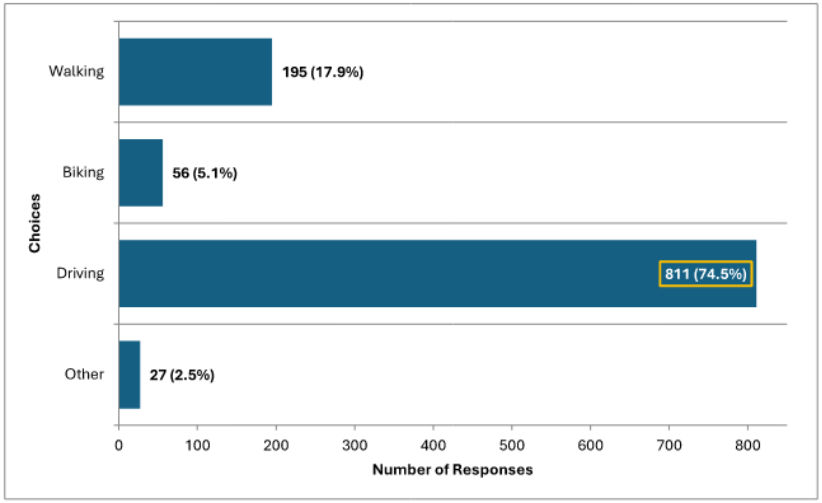
# Burleson Parks, Recreation, Trails, and Open Space Master Plan Survey Results

Plan, was open for responses from April 29, 2024, to September 9, 2024. A key goal of the public engagement process was to foster transparency, encourage participation from individuals who might not typically engage in projects like this, and ensure that the final plan reflects the community's vision. The survey was hosted on CVENT and promoted through various virtual platforms by the City.

More than 1,000 individuals provided feedback, answering questions about Burleson's existing conditions, their visions, and priorities for the city's parks, trails, and open spaces. This document outlines the responses to the community survey.

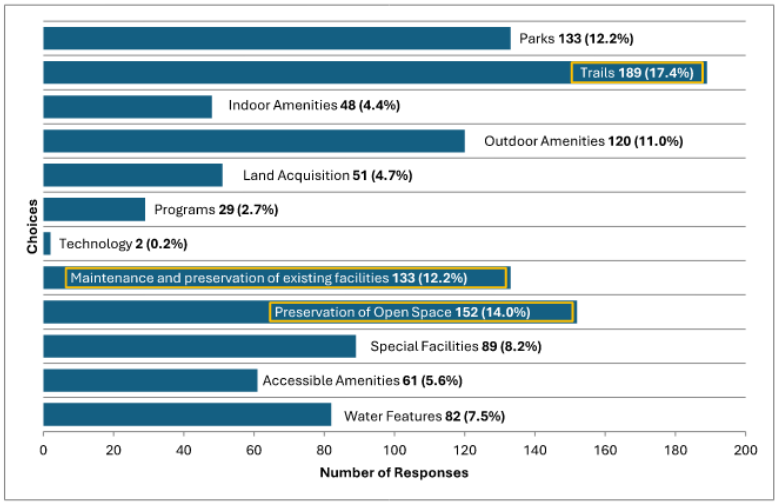
## Section 1 - Introduction:

What is your primary method of transportation for accessing parks, trails, or recreation facilities?



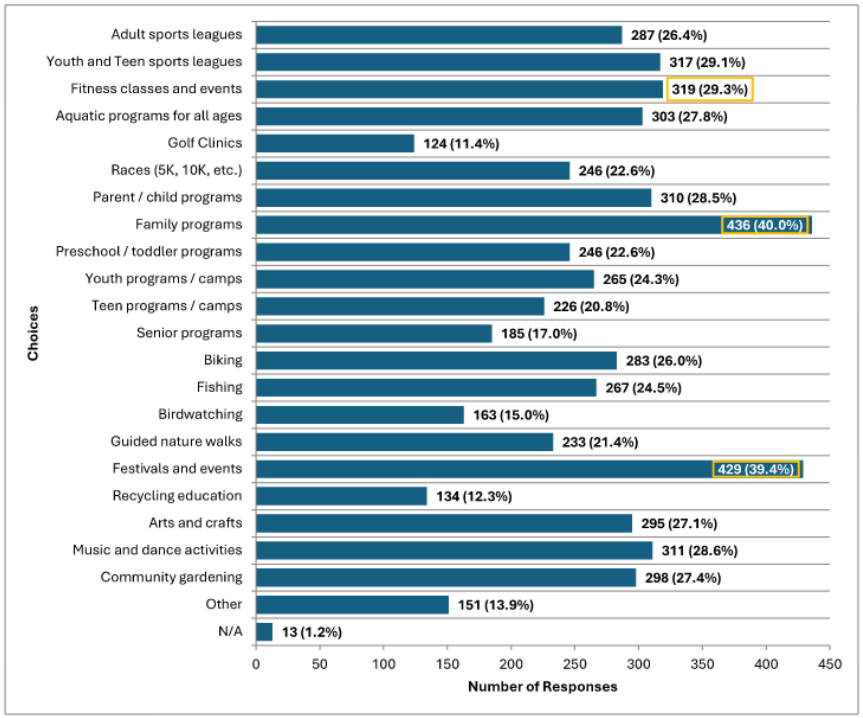

| Choices | Number of Responses |
|---|---|
| Other | 27 (2.5%) |
| Driving | 811 (74.5%) |
| Biking | 56 (5.1%) |
| Walking | 195 (17.9%) |

What do you consider to be the most important priority for Burleson Parks and Recreation?




| Choices | Number of Responses |
|---|---|
| Water features (splash pads, etc.) | 82 (7.5%) |
| Accessible Amenities | 61 (5.6%) |
| Special Facilities (skate parks, etc.) | 89 (8.2%) |
| Preservation of open space | 152 (14.0%) |
| Maintenance and preservation of existing facilities | 133 (12.2%) |
| Technology | 2 (0.2%) |
| Programs | 29 (2.7%) |
| Land Acquisition | 51 (4.7%) |
| Outdoor Amenities | 120 (11.0%) |
| Indoor Amenities | 48 (4.4%) |
| Trails | 189 (17.4%) |
| Parks | 133 (12.2%) |

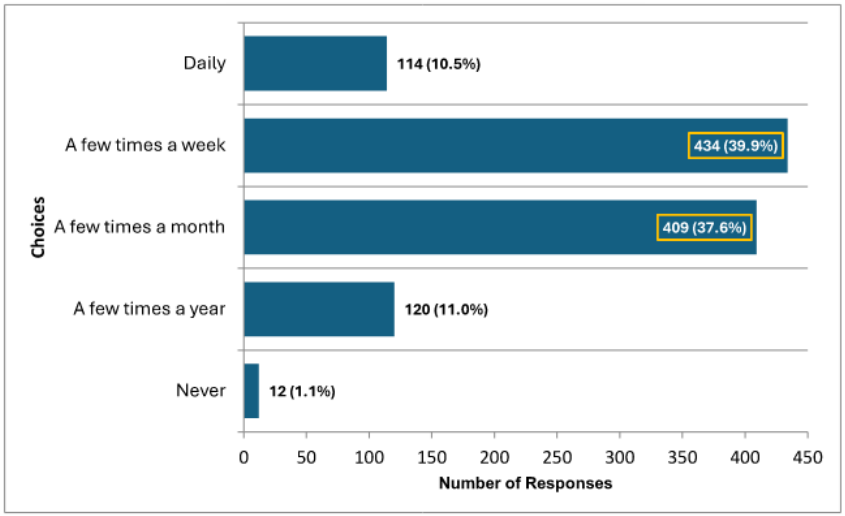
What programs or special events would you or any member of your household be most interested in seeing in your community?




| Choices | Number of Responses |
|---|---|
| N/A | 13 (1.2%) |
| Other | 151 (13.9%) |
| Community gardening | 298 (27.4%) |
| Music and dance activities | 311 (28.6%) |
| Arts and crafts | 295 (27.1%) |
| Recycling education | 134 (12.3%) |
| Festivals and events | 429 (39.4%) |
| Guided nature walks | 233 (21.4%) |
| Birdwatching | 163 (15.0%) |
| Fishing | 267 (24.5%) |
| Biking | 283 (26.0%) |
| Senior programs | 185 (17.0%) |
| Teen programs / camps | 226 (20.8%) |
| Youth programs / camps | 265 (24.3%) |
| Preschool / toddler programs | 246 (22.6%) |
| Family programs | 436 (40.0%) |
| Parent / child programs | 310 (28.5%) |
| Races (5K, 10K, etc.) | 246 (22.6%) |
| Golf Clinics | 124 (11.4%) |
| Aquatic programs for all ages | 303 (27.8%) |
| Fitness classes and events | 319 (29.3%) |
| Youth and Teen sports leagues | 317 (29.1%) |
| Adult sports leagues | 287 (26.4%) |

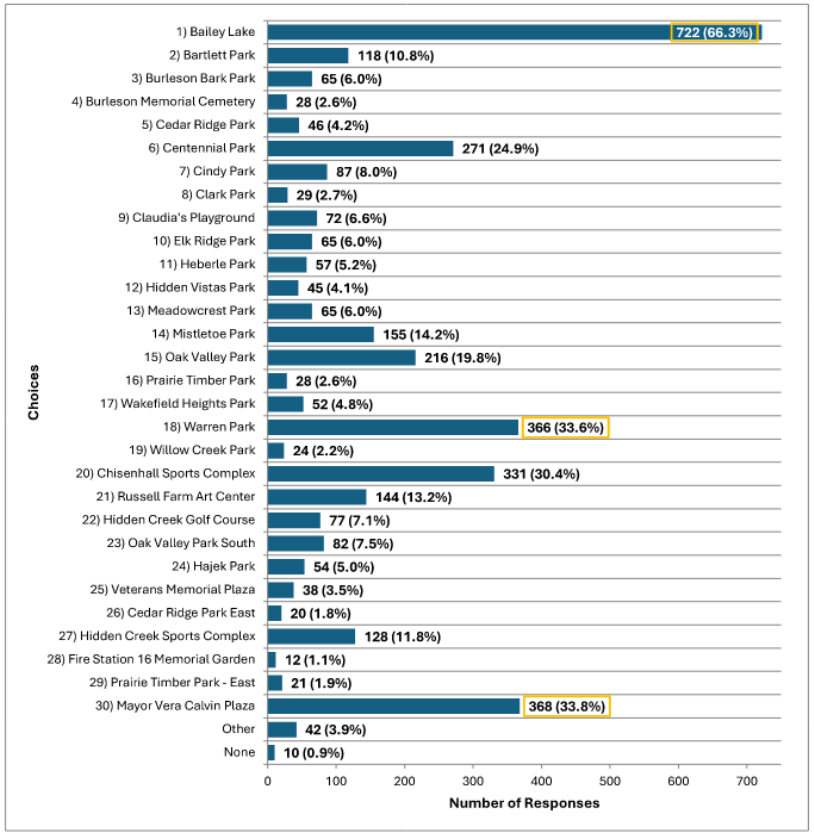
## Section 2 - Parks:

How often do you visit park facilities in Burleson?



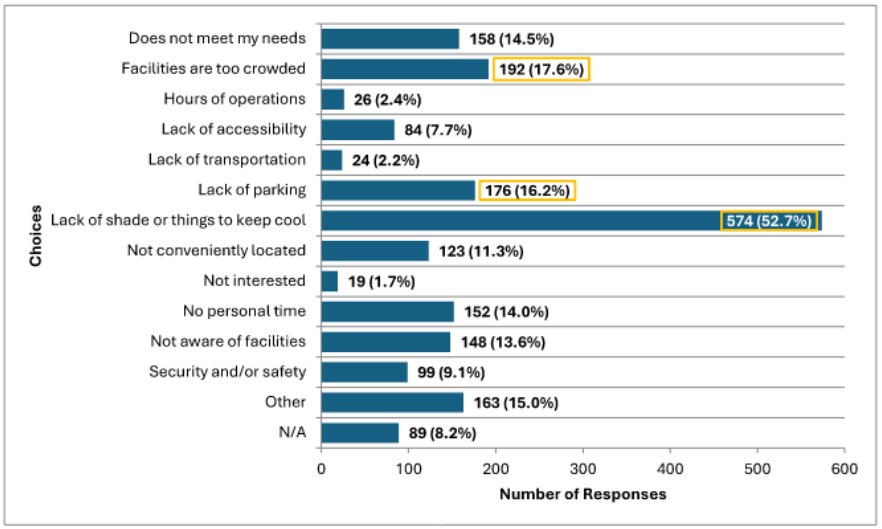

| Choices | Number of Responses |
|---|---|
| Never | 12 (1.1%) |
| A few times a year | 120 (11.0%) |
| A few times a month | 409 (37.6%) |
| A few times a week | 434 (39.9%) |
| Daily | 114 (10.5%) |

## Which Park(s) in our community do you frequent the most?



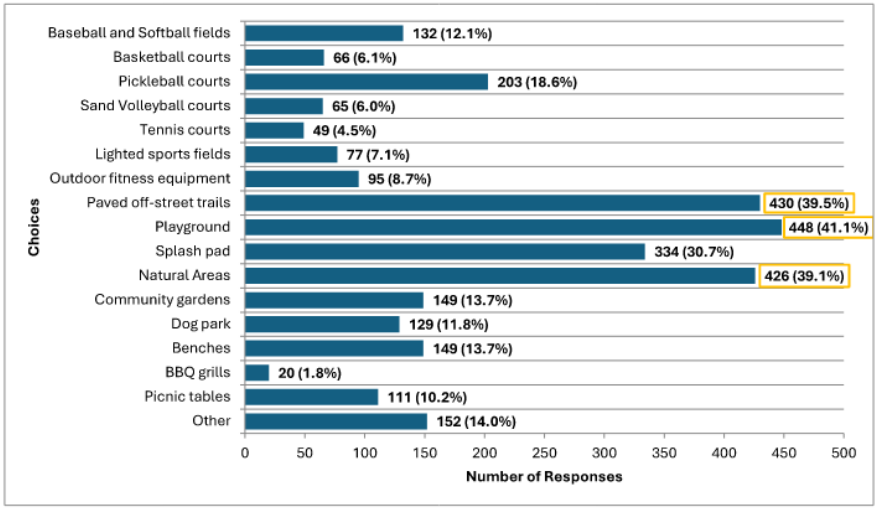

| Choices | Number of Responses |
|---|---|
| None | 10 (0.9%) |
| Other | 42 (3.9%) |
| 30) Mayor Vera Calvin Plaza | 368 (33.8%) |
| 29) Prairie Timber Park - East | 21 (1.9%) |
| 28) Fire Station 16 Memorial Garden | 12 (1.1%) |
| 27) Hidden Creek Sports Complex | 128 (11.8%) |
| 26) Cedar Ridge Park East | 20 (1.8%) |
| 25) Veterans Memorial Plaza | 38 (3.5%) |
| 24) Hajek Park | 54 (5.0%) |
| 23) Oak Valley Park South | 82 (7.5%) |
| 22) Hidden Creek Golf Course | 77 (7.1%) |
| 21) Russell Farm Art Center | 144 (13.2%) |
| 20) Chisenhall Sports Complex | 331 (30.4%) |
| 19) Willow Creek Park | 24 (2.2%) |
| 18) Warren Park | 366 (33.6%) |
| 17) Wakefield Heights Park | 52 (4.8%) |
| 16) Prairie Timber Park | 28 (2.6%) |
| 15) Oak Valley Park | 216 (19.8%) |
| 14) Mistletoe Park | 155 (14.2%) |
| 13) Meadowcrest Park | 65 (6.0%) |
| 12) Hidden Vistas Park | 45 (4.1%) |
| 11) Heberle Park | 57 (5.2%) |
| 10) Elk Ridge Park | 65 (6.0%) |
| 9) Claudia's Playground | 72 (6.6%) |
| 8) Clark Park | 29 (2.7%) |
| 7) Cindy Park | 87 (8.0%) |
| 6) Centennial Park | 271 (24.9%) |
| 5) Cedar Ridge Park | 46 (4.2%) |
| 4) Burleson Memorial Cemetery | 28 (2.6%) |
| 3) Burleson Bark Park | 65 (6.0%) |
| 2) Bartlett Park | 118 (10.8%) |
| 1) Bailey Lake | 722 (66.3%) |

## Which of the following reasons prevent you or other members of your household from using the parks more often?



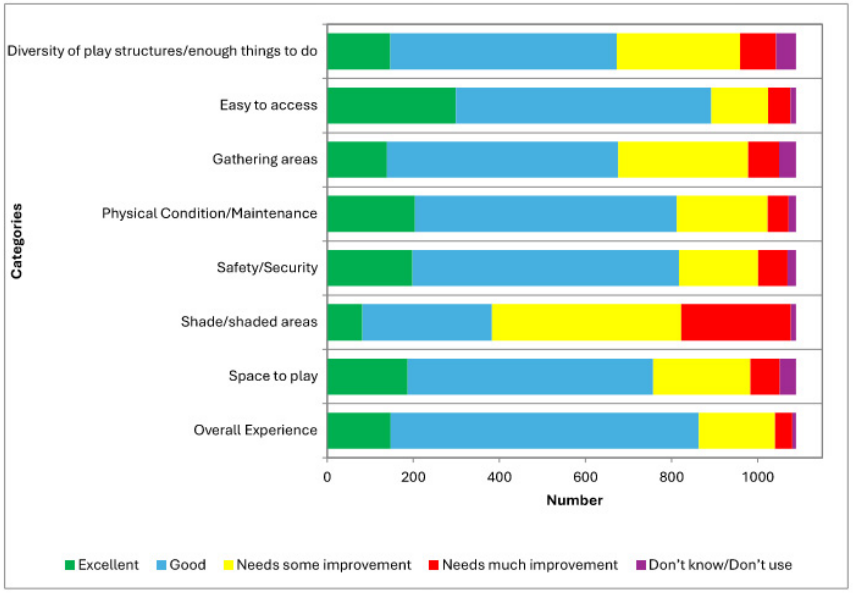

| Choices | Number of Responses |
|---|---|
| N/A | 89 (8.2%) |
| Other | 163 (15.0%) |
| Security and/or safety | 99 (9.1%) |
| Not aware of facilities | 148 (13.6%) |
| No personal time | 152 (14.0%) |
| Not interested | 19 (1.7%) |
| Not conveniently located | 123 (11.3%) |
| Lack of shade or things to keep cool | 574 (52.7%) |
| Lack of parking | 176 (16.2%) |
| Lack of transportation | 24 (2.2%) |
| Lack of accessibility | 84 (7.7%) |
| Hours of operations | 26 (2.4%) |
| Facilities are too crowded | 192 (17.6%) |
| Does not meet my needs | 158 (14.5%) |

## Which three outdoor amenities are most important to your household?




| Choices | Number of Responses |
|---|---|
| Other | 152 (14.0%) |
| Picnic tables | 111 (10.2%) |
| BBQ grills | 20 (1.8%) |
| Benches | 149 (13.7%) |
| Dog park | 129 (11.8%) |
| Community gardens | 149 (13.7%) |
| Natural Areas | 426 (39.1%) |
| Splash pad | 334 (30.7%) |
| Playground | 448 (41.1%) |
| Paved off-street trails | 430 (39.5%) |
| Outdoor fitness equipment | 95 (8.7%) |
| Lighted sports fields | 77 (7.1%) |
| Tennis courts | 49 (4.5%) |
| Sand Volleyball courts | 65 (6.0%) |
| Pickleball courts | 203 (18.6%) |
| Basketball courts | 66 (6.1%) |
| Baseball and Softball fields | 132 (12.1%) |

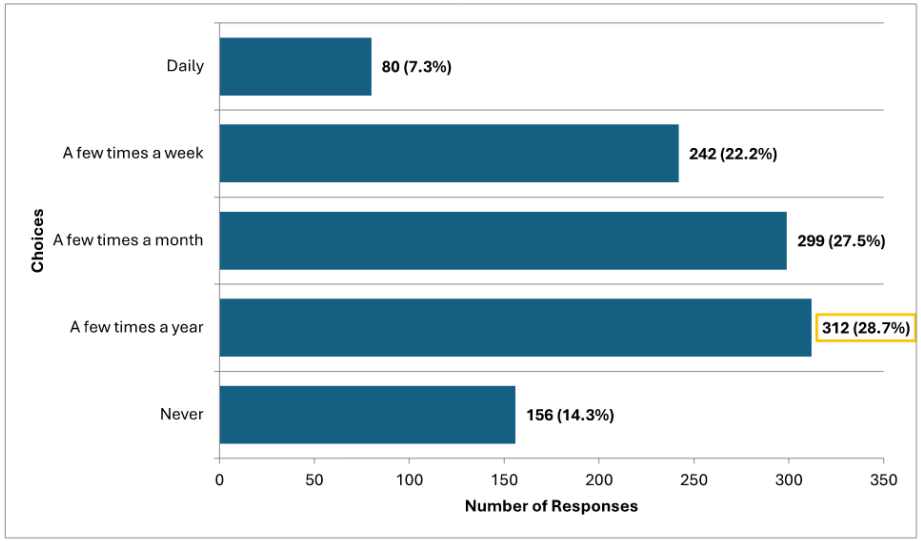
## How would you rate the parks or facility features during your visit?




| Answer Category | Excellent | Good | Needs some improvement | Needs much improvement | Don't know/Don't use |
|---|---|---|---|---|---|
| Overall Experience | 13.6% | 65.7% | 16.3% | 3.7% | 0.8% |
| Space to play | 17.2% | 52.3% | 20.8% | 6.2% | 3.5% |
| Shade/shaded areas | 7.5% | 27.6% | 40.3% | 23.4% | 1.1% |
| Safety/Security | 18.2% | 56.8% | 16.9% | 6.2% | 1.8% |
| Physical Condition/Maintenance | 18.7% | 55.8% | 19.4% | 4.5% | 1.6% |
| Gathering areas | 12.8% | 49.3% | 27.7% | 6.6% | 3.6% |
| Easy to access | 27.5% | 54.5% | 12.1% | 4.8% | 1.2% |
| Diversity of play structures/enough things to do | 13.5% | 48.3% | 26.3% | 7.7% | 4.2% |

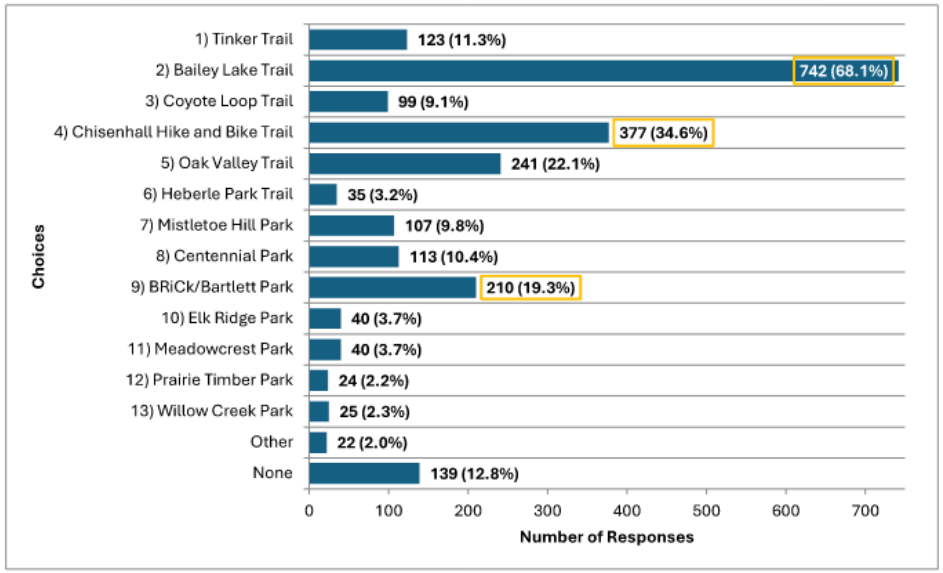
## Section 3 - Trails:

How often do you use the trails in Burleson?



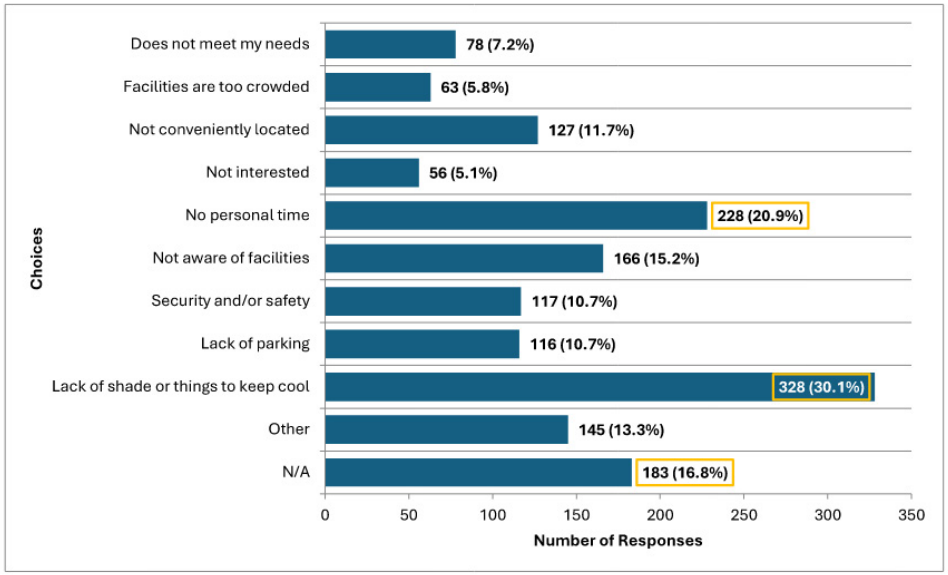

| Choices | Number of Responses |
|---|---|
| Never | 156 (14.3%) |
| A few times a year | 312 (28.7%) |
| A few times a month | 299 (27.5%) |
| A few times a week | 242 (22.2%) |
| Daily | 80 (7.3%) |

Which Trail(s) in our community do you frequent the most?



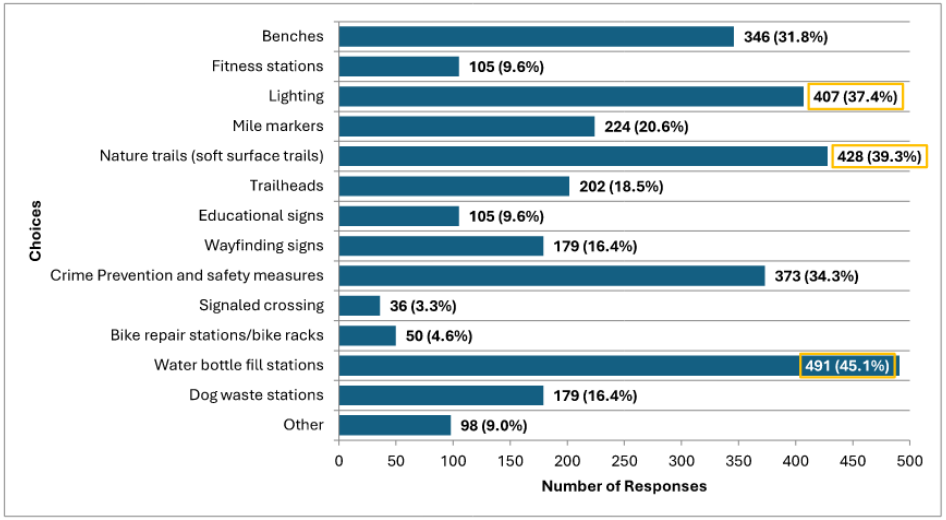

| Choices | Number of Responses |
|---|---|
| None | 139 (12.8%) |
| Other | 22 (2.0%) |
| 13) Willow Creek Park | 25 (2.3%) |
| 12) Prairie Timber Park | 24 (2.2%) |
| 11) Meadowcrest Park | 40 (3.7%) |
| 10) Elk Ridge Park | 40 (3.7%) |
| 9) BRiCk/Bartlett Park | 210 (19.3%) |
| 8) Centennial Park | 113 (10.4%) |
| 7) Mistletoe Hill Park | 107 (9.8%) |
| 6) Heberle Park Trail | 35 (3.2%) |
| 5) Oak Valley Trail | 241 (22.1%) |
| 4) Chisenhall Hike and Bike Trail | 377 (34.6%) |
| 3) Coyote Loop Trail | 99 (9.1%) |
| 2) Bailey Lake Trail | 742 (68.1%) |

## Which of the following reasons prevent you or other members of your household from using the trails more often?



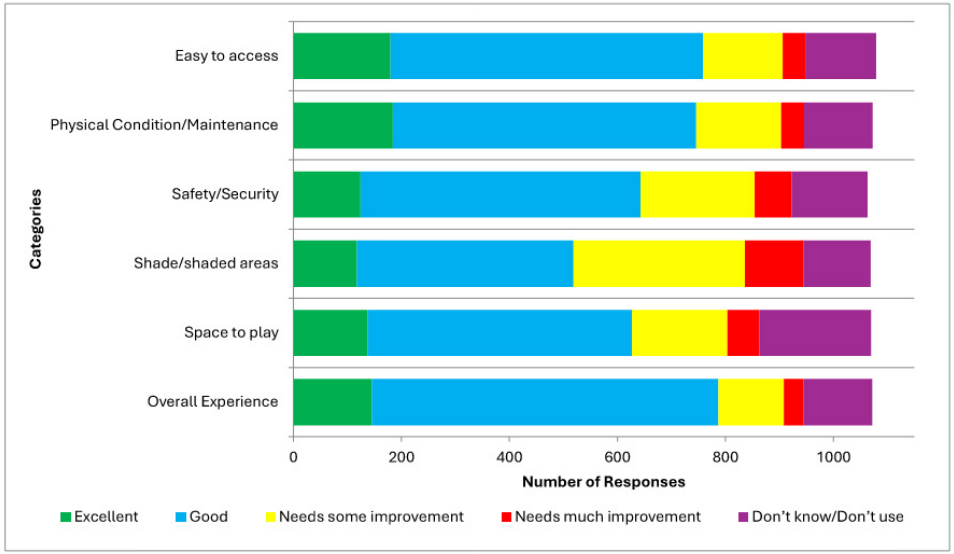

| Choices | Number of Responses |
|---|---|
| N/A | 183 (16.8%) |
| Other | 145 (13.3%) |
| Lack of shade or things to keep cool | 328 (30.1%) |
| Lack of parking | 116 (10.7%) |
| Security and/or safety | 117 (10.7%) |
| Not aware of facilities | 166 (15.2%) |
| No personal time | 228 (20.9%) |
| Not interested | 56 (5.1%) |
| Not conveniently located | 127 (11.7%) |
| Facilities are too crowded | 63 (5.8%) |
| Does not meet my needs | 78 (7.2%) |

## What three amenities are most important to you on trails?




| Choices | Number of Responses |
|---|---|
| Other | 98 (9.0%) |
| Dog waste stations | 179 (16.4%) |
| Water bottle fill stations | 491 (45.1%) |
| Bike repair stations/bike racks | 50 (4.6%) |
| Signaled crossing | 36 (3.3%) |
| Crime Prevention and safety measures | 373 (34.3%) |
| Wayfinding signs | 179 (16.4%) |
| Educational signs | 105 (9.6%) |
| Trailheads | 202 (18.5%) |
| Nature trails (soft surface trails) | 428 (39.3%) |
| Mile markers | 224 (20.6%) |
| Lighting | 407 (37.4%) |
| Fitness stations | 105 (9.6%) |
| Benches | 346 (31.8%) |

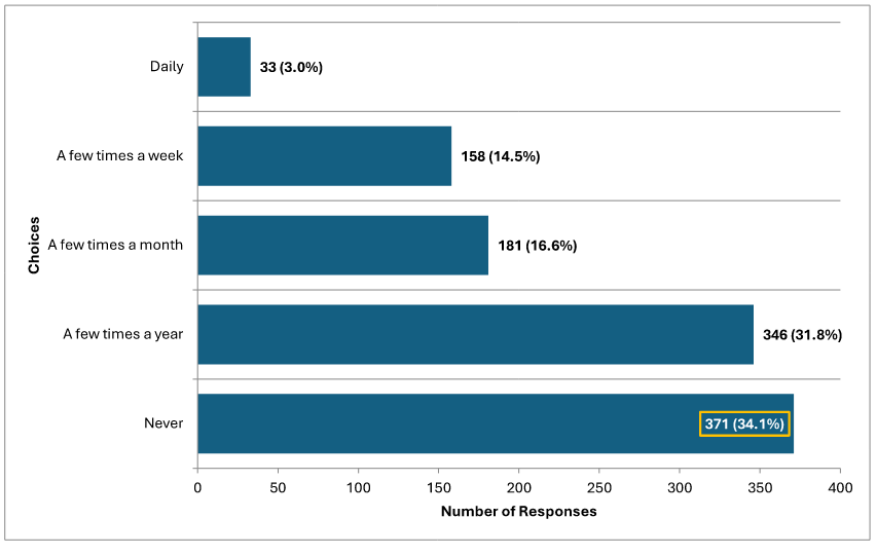
How would you rate the trails or trail facility features during your visit?




| Answer Category | Excellent | Good | Needs some improvement | Needs much improvement | Don't know/Don't use |
|---|---|---|---|---|---|
| Overall Experience | 13.5% | 59.9% | 11.3% | 3.4% | 11.9% |
| Space to play | 12.8% | 45.8% | 16.5% | 5.5% | 19.3% |
| Shade/shaded areas | 11.0% | 37.5% | 29.7% | 10.1% | 11.7% |
| Safety/Security | 11.7% | 48.8% | 19.8% | 6.5% | 13.2% |
| Physical Condition/Maintenance | 17.1% | 52.4% | 14.6% | 4.0% | 11.8% |
| Easy to access | 16.7% | 53.7% | 13.6% | 3.9% | 12.1% |
| Overall Experience | 13.5% | 59.9% | 11.3% | 3.4% | 11.9% |
| Space to play | 12.8% | 45.8% | 16.5% | 5.5% | 19.3% |

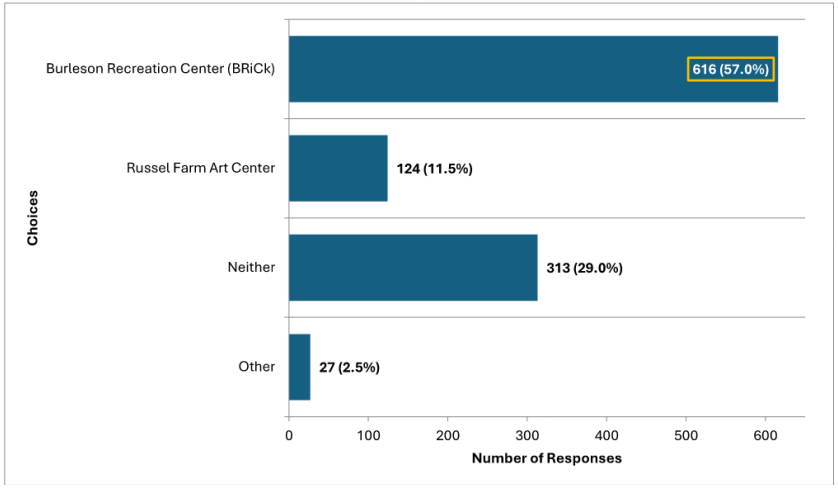
## Section 4 - Indoor Recreation:

How often do you use the recreation facilities in Burleson?



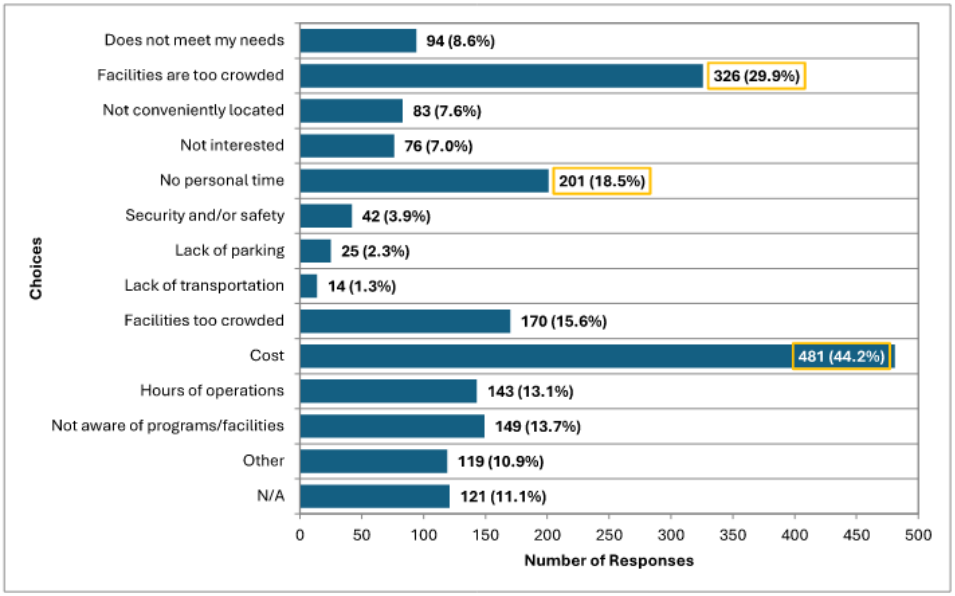

| Choices | Number of Responses |
|---|---|
| Never | 371 (34.1%) |
| A few times a year | 346 (31.8%) |
| A few times a month | 181 (16.6%) |
| A few times a week | 158 (14.5%) |
| Daily | 33 (3.0%) |

Which recreation facility in our community do you frequent the most?



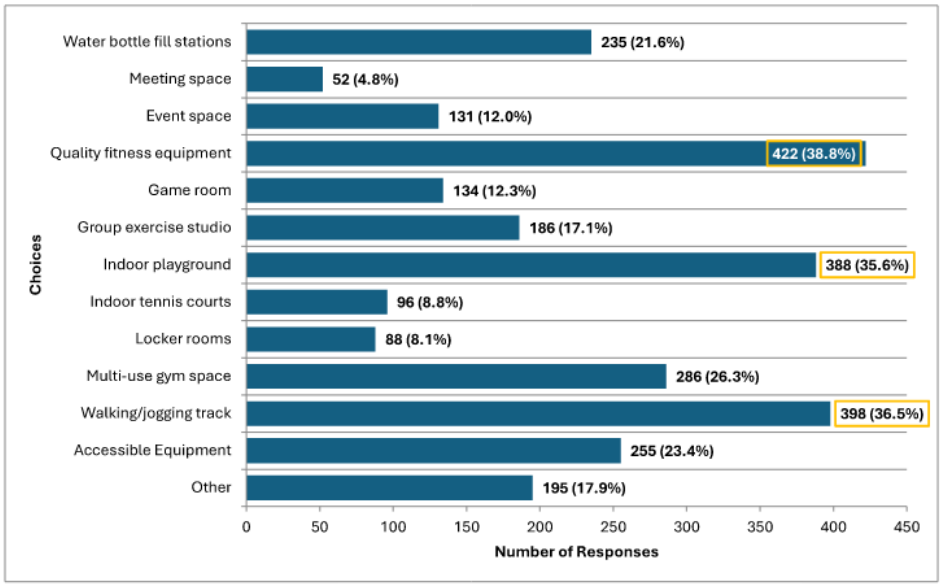

| Choices | Number of Responses |
|---|---|
| Other | 27 (2.5%) |
| Neither | 313 (29.0%) |
| Russel Farm Art Center | 124 (11.5%) |
| Burleson Recreation Center (BRiCk) | 616 (57.0%) |

## Which of the following reasons prevent you or other members of your household from using the recreation facilities/programs more often?



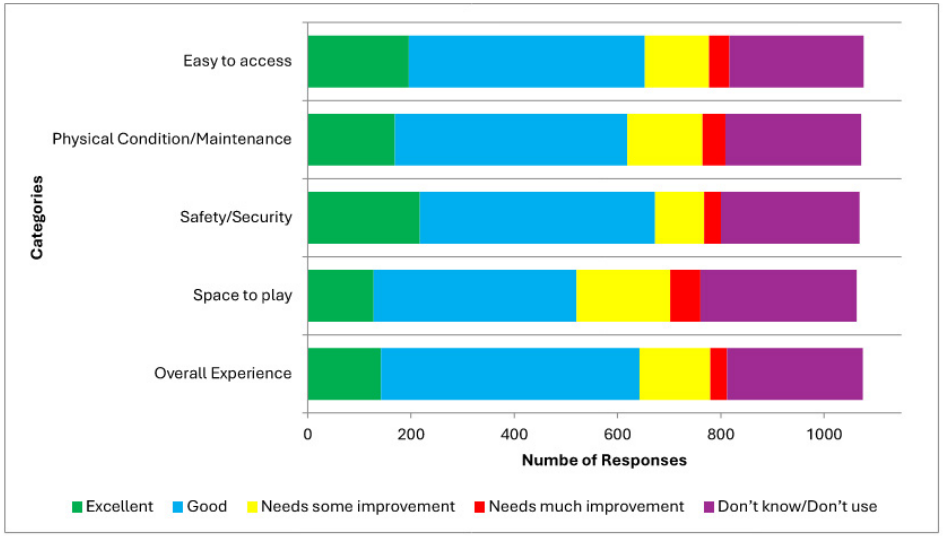

| Choices | Number of Responses |
|---|---|
| N/A | 121 (11.1%) |
| Other | 119 (10.9%) |
| Not aware of programs/facilities | 149 (13.7%) |
| Hours of operations | 143 (13.1%) |
| Cost | 481 (44.2%) |
| Facilities too crowded | 170 (15.6%) |
| Lack of transportation | 14 (1.3%) |
| Lack of parking | 25 (2.3%) |
| Security and/or safety | 42 (3.9%) |
| No personal time | 201 (18.5%) |
| Not interested | 76 (7.0%) |
| Not conveniently located | 83 (7.6%) |
| Facilities are too crowded | 326 (29.9%) |
| Does not meet my needs | 94 (8.6%) |

## What three amenities are most important to you and your household?




| Choices | Number of Responses |
|---|---|
| Other | 195 (17.9%) |
| Accessible Equipment | 255 (23.4%) |
| Walking/jogging track | 398 (36.5%) |
| Multi-use gym space | 286 (26.3%) |
| Locker rooms | 88 (8.1%) |
| Indoor tennis courts | 96 (8.8%) |
| Indoor playground | 388 (35.6%) |
| Group exercise studio | 186 (17.1%) |
| Game room | 134 (12.3%) |
| Quality fitness equipment | 422 (38.8%) |
| Event space | 131 (12.0%) |
| Meeting space | 52 (4.8%) |
| Water bottle fill stations | 235 (21.6%) |

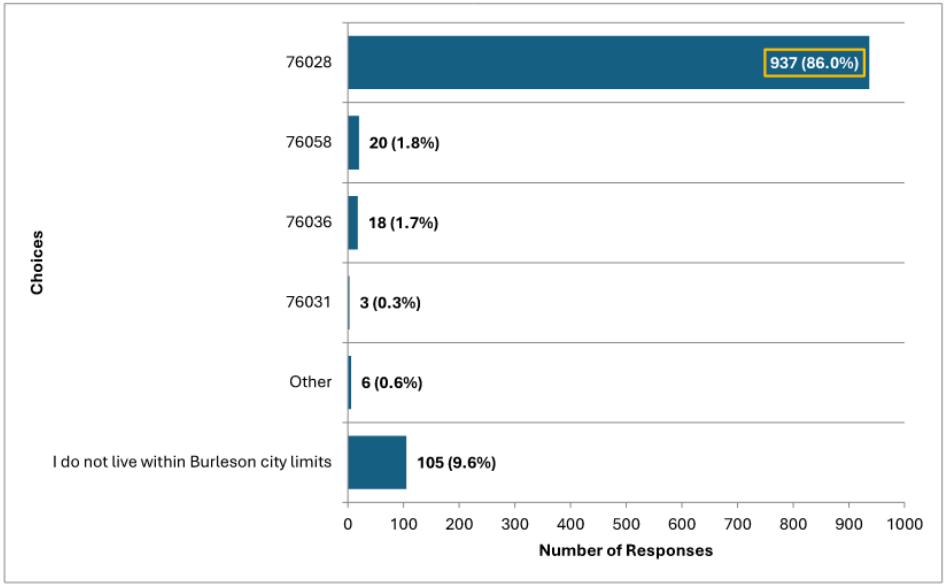
How would you rate the trails or trail facility features during your visit?




| Answer Category | Excellent | Good | Needs some improvement | Needs much improvement | Don't know/Don't use |
|---|---|---|---|---|---|
| Overall Experience | 13.2% | 46.6% | 12.7% | 3.0% | 24.5% |
| Space to play | 12.0% | 37.0% | 17.0% | 5.6% | 28.4% |
| Shade/shaded areas | 20.3% | 42.7% | 8.9% | 3.0% | 25.2% |
| Safety/Security | 15.8% | 42.0% | 13.6% | 4.1% | 24.5% |
| Physical Condition/Maintenance | 18.2% | 42.4% | 11.5% | 3.7% | 24.1% |
| Easy to access | 13.2% | 46.6% | 12.7% | 3.0% | 24.5% |
| Overall Experience | 12.0% | 37.0% | 17.0% | 5.6% | 28.4% |
| Space to play | 20.3% | 42.7% | 8.9% | 3.0% | 25.2% |

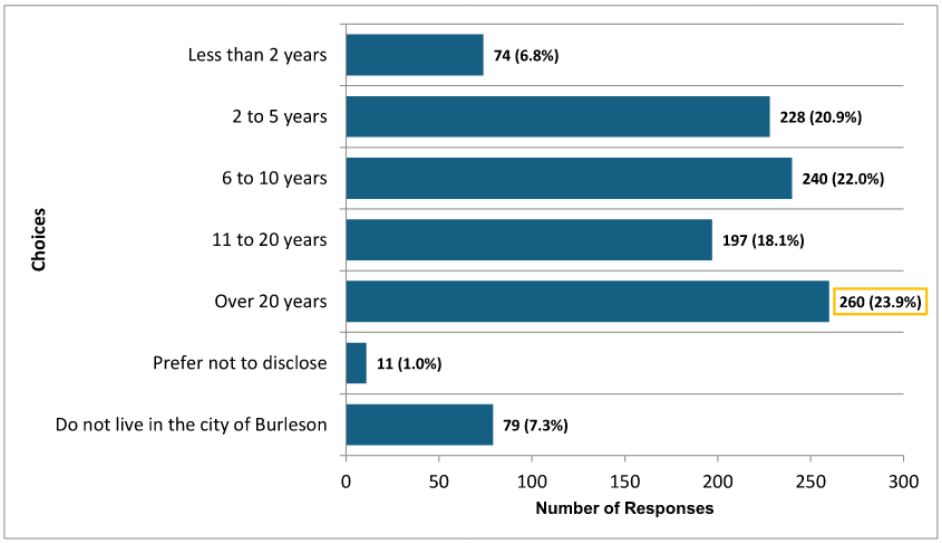
## Section 5 - Demographics:

If you live within Burleson city limits, which zip code do you live in?



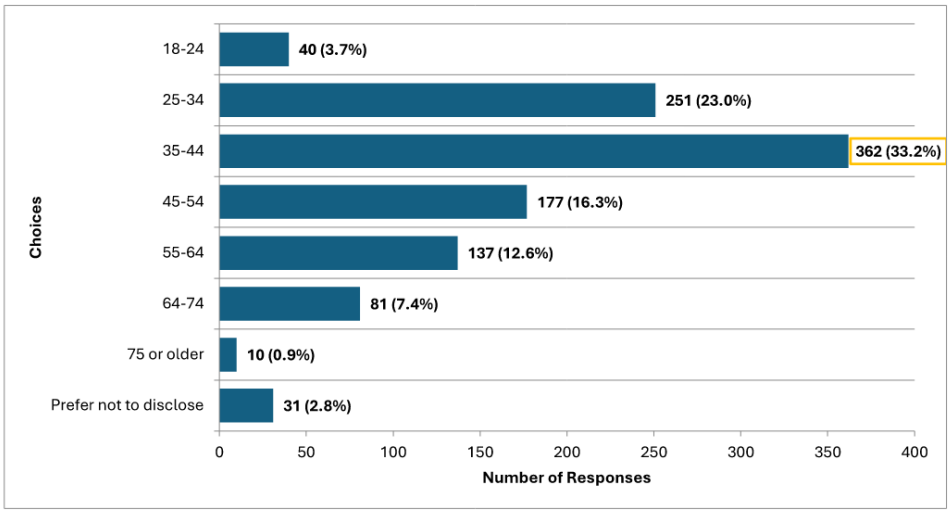

| Choices | Number of Responses |
|---|---|
| I do not live within Burleson city limits | 105 (9.6%) |
| Other | 6 (0.6%) |
| 76031 | 3 (0.3%) |
| 76036 | 18 (1.7%) |
| 76058 | 20 (1.8%) |
| 76028 | 937 (86.0%) |

## How long have you been a resident of Burleson?



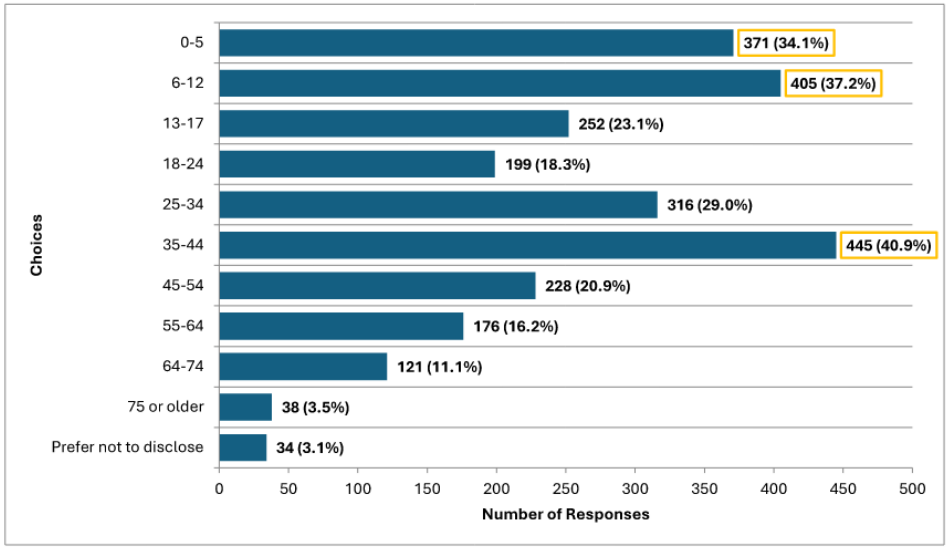

| Choices | Number of Responses |
|---|---|
| Do not live in the city of Burleson | 79 (7.3%) |
| Prefer not to disclose | 11 (1.0%) |
| Over 20 years | 260 (23.9%) |
| 11 to 20 years | 197 (18.1%) |
| 6 to 10 years | 240 (22.0%) |
| 2 to 5 years | 228 (20.9%) |
| Less than 2 years | 74 (6.8%) |

## What is your age?



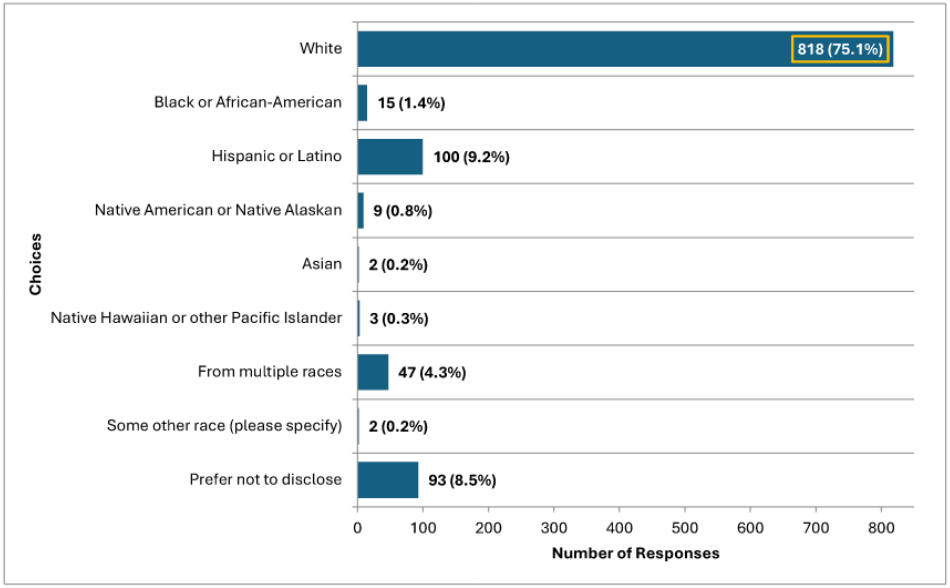

| Choices | Number of Responses |
|---|---|
| Prefer not to disclose | 31 (2.8%) |
| 75 or older | 10 (0.9%) |
| 64-74 | 81 (7.4%) |
| 55-64 | 137 (12.6%) |
| 45-54 | 177 (16.3%) |
| 35-44 | 362 (33.2%) |
| 25-34 | 251 (23.0%) |
| 18-24 | 40 (3.7%) |

## Including yourself, what age groups are represented in your household?



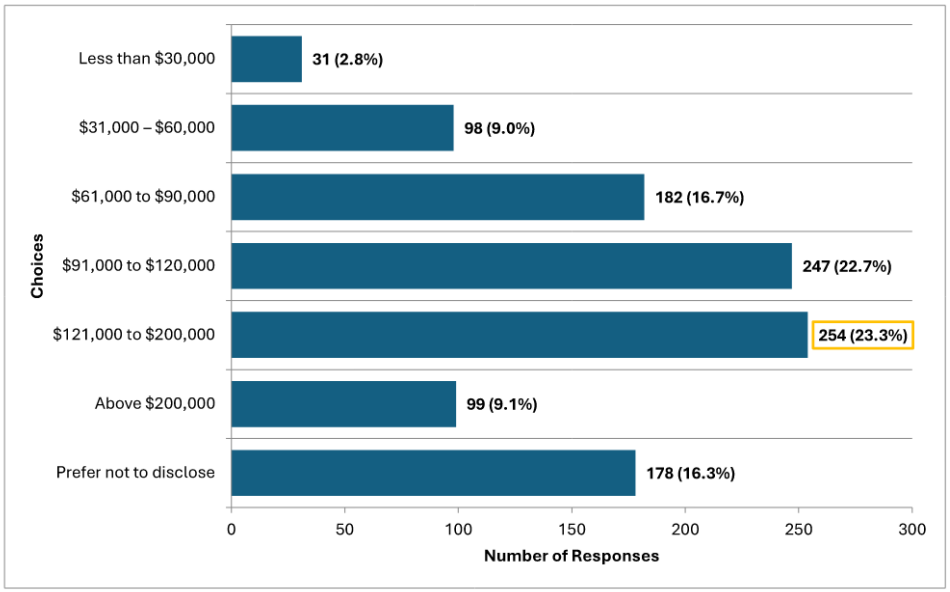

| Choices | Number of Responses |
|---|---|
| Prefer not to disclose | 34 (3.1%) |
| 75 or older | 38 (3.5%) |
| 64-74 | 121 (11.1%) |
| 55-64 | 176 (16.2%) |
| 45-54 | 228 (20.9%) |
| 35-44 | 445 (40.9%) |
| 25-34 | 316 (29.0%) |
| 18-24 | 199 (18.3%) |
| 13-17 | 252 (23.1%) |
| 6-12 | 405 (37.2%) |
| 0-5 | 371 (34.1%) |

## How would you describe your ethnicity?



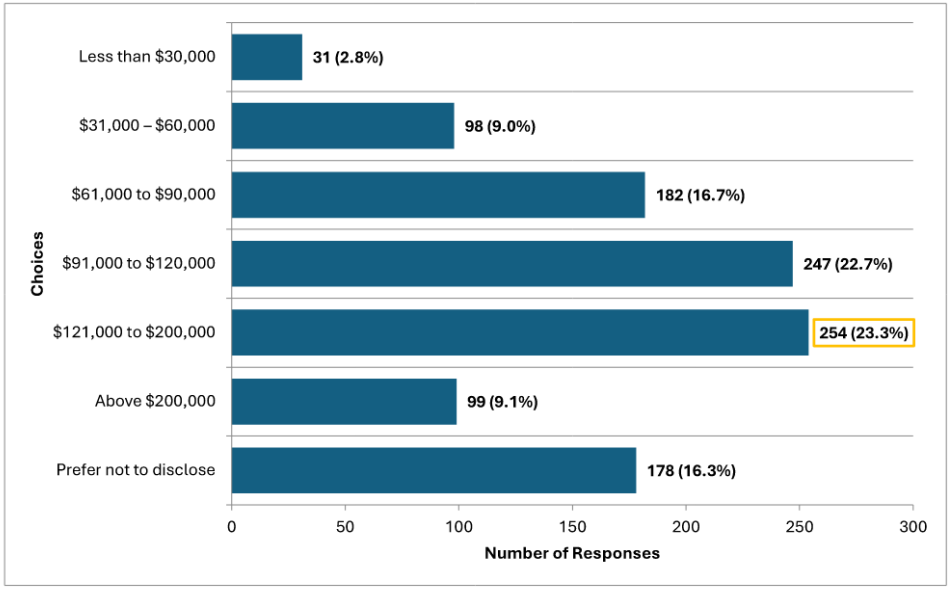

| Choices | Number of Responses |
|---|---|
| Prefer not to disclose | 93 (8.5%) |
| Some other race (please specify) | 2 (0.2%) |
| From multiple races | 47 (4.3%) |
| Native Hawaiian or other Pacific Islander | 3 (0.3%) |
| Asian | 2 (0.2%) |
| Native American or Native Alaskan | 9 (0.8%) |
| Hispanic or Latino | 100 (9.2%) |
| Black or African-American | 15 (1.4%) |
| White | 818 (75.1%) |

## Which group does your annual household income fall under?




| Choices | Number of Responses |
|---|---|
| Prefer not to disclose | 178 (16.3%) |
| Above $200,000 | 99 (9.1%) |
| $121,000 to $200,000 | 254 (23.3%) |
| $91,000 to $120,000 | 247 (22.7%) |
| $61,000 to $90,000 | 182 (16.7%) |
| $31,000 to $60,000 | 98 (9.0%) |
| Less than $30,000 | 31 (2.8%) |

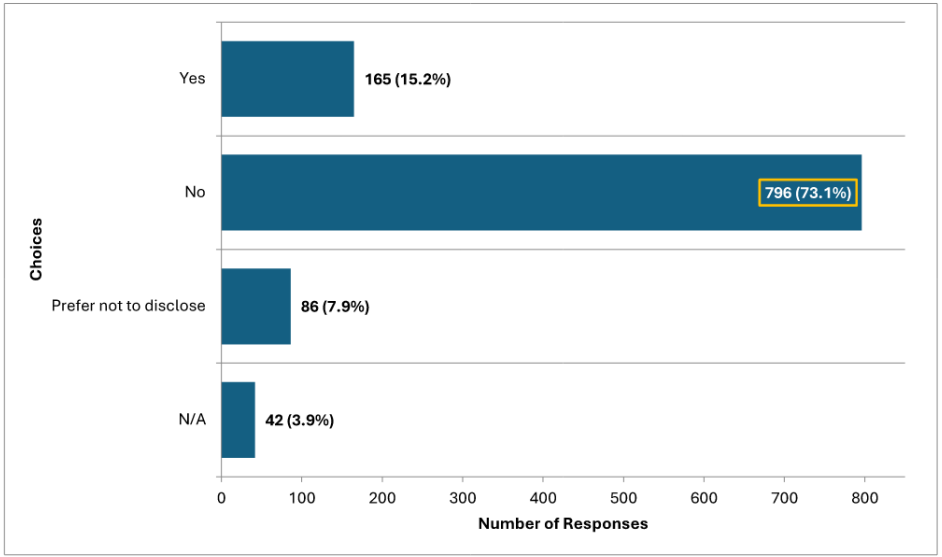
## What is your current employment status?




| Choices | Number of Responses |
|---|---|
| Prefer not to disclose | 178 (16.3%) |
| Above $200,000 | 99 (9.1%) |
| $121,000 to $200,000 | 254 (23.3%) |
| $91,000 to $120,000 | 247 (22.7%) |
| $61,000 to $90,000 | 182 (16.7%) |
| $31,000 to $60,000 | 98 (9.0%) |
| Less than $30,000 | 31 (2.8%) |

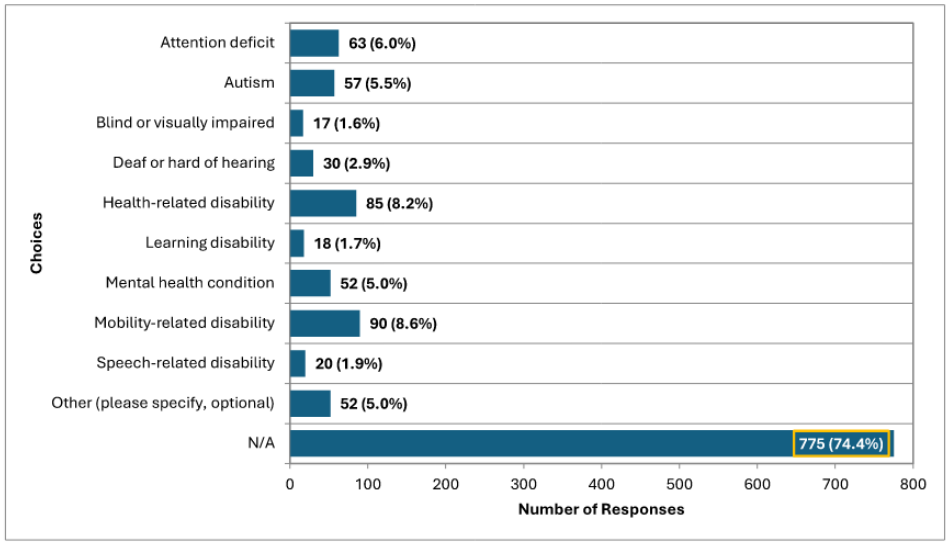
## Section 6 - Inclusivity:

Do you identify as a person with a disability or other chronic condition?



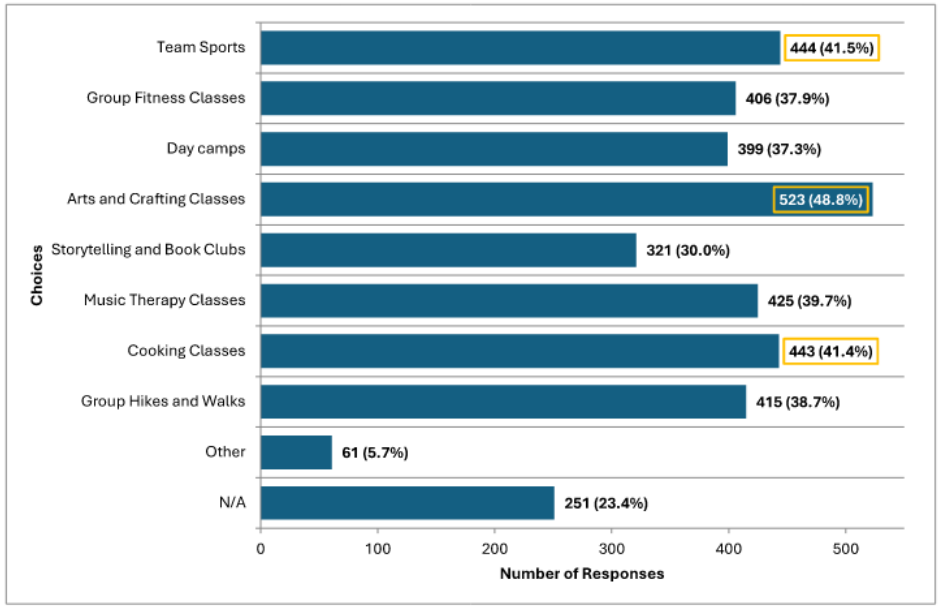

| Choices | Number of Responses |
|---|---|
| N/A | 42 (3.9%) |
| Prefer not to disclose | 86 (7.9%) |
| No | 796 (73.1%) |
| Yes | 165 (15.2%) |

How would you describe your disability or chronic condition?



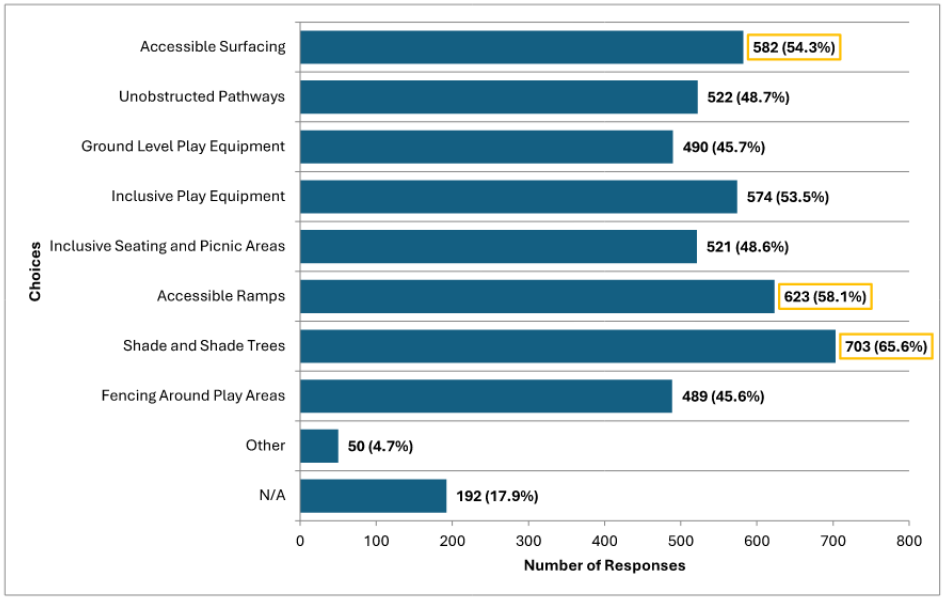

| Choices | Number of Responses |
|---|---|
| N/A | 775 (74.4%) |
| Other (please specify, optional) | 52 (5.0%) |
| Speech-related disability | 20 (1.9%) |
| Mobility-related disability | 90 (8.6%) |
| Mental health condition | 52 (5.0%) |
| Learning disability | 18 (1.7%) |
| Health-related disability | 85 (8.2%) |
| Deaf or hard of hearing | 30 (2.9%) |
| Blind or visually impaired | 17 (1.6%) |
| Autism | 57 (5.5%) |
| Attention deficit | 63 (6.0%) |

## What programs/programming would you like to see for people with disabilities?




| Choices | Number of Responses |
|---|---|
| N/A | 251 (23.4%) |
| Other | 61 (5.7%) |
| Group Hikes and Walks | 415 (38.7%) |
| Cooking Classes | 443 (41.4%) |
| Music Therapy Classes | 425 (39.7%) |
| Storytelling and Book Clubs | 321 (30.0%) |
| Arts and Crafting Classes | 523 (48.8%) |
| Day camps | 399 (37.3%) |
| Group Fitness Classes | 406 (37.9%) |
| Team Sports | 444 (41.5%) |

## What park amenities would you like to see for people with disabilities?




| Choices | Number of Responses |
|---|---|
| N/A | 192 (17.9%) |
| Other | 50 (4.7%) |
| Fencing Around Play Areas | 489 (45.6%) |
| Shade and Shade Trees | 703 (65.6%) |
| Accessible Ramps | 623 (58.1%) |
| Inclusive Seating and Picnic Areas | 521 (48.6%) |
| Inclusive Play Equipment | 574 (53.5%) |
| Ground Level Play Equipment | 490 (45.7%) |
| Unobstructed Pathways | 522 (48.7%) |
| Accessible Surfacing | 582 (54.3%) |

# 4B Project Cost List and Schedule
## 2025-2030

| 4B Projects | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Total |
|---|---|---|---|---|---|---|---|
| Centennial | $525,000 | | | | | | $525,000 |
| Chisenhall Field Turf | $2,205,000 | | | | | | $2,205,000 |
| Adult Softball Fields | $2,163,000 | | | | | | $2,163,000 |
| Shannon Creek Park | $1,881,675 | | | | | | $1,881,675 |
| Community Park | $540,750 | | | | | | $540,750 |
| Natatorium - Indoor Play Structure | $443,674 | | | | | | $443,674 |
| Russell Farm-Chesapeake HVAC and Building Improvements | $54,133 | | | | | | $54,133 |
| Warren Park-Study | | $75,075 | | | | | $75,075 |
| Green Ribbon | $90,000 | $120,750 | | | | | $210,750 |
| Green Ribbon TxDOT Reimbursable Cost | | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 | $2,000,000 |
| Russell Farm - Domestic Water | | $21,000 | | | | | $21,000 |
| Russell Farm - Bathroom at Chesapeake Building | | $75,448 | | | | | $75,448 |
| Russell Farm-Hay Barn Restroom Improvements | | N/A | | | | | N/A |
| Russell Farm - Master Plan | | $32,051 | | | | | $32,051 |
| Golf – Fence | | $262,500 | | | | | $262,500 |
| Golf - Additional Well | | $183,750 | | | | | $183,750 |
| Mistletoe Hill - Bathroom Addition | | | $163,375 | | | | $163,375 |
| Bailey Lake - New Playground | | | $523,687 | | | | $523,687 |
| Mistletoe Hill | | | $614,250 | | | | $614,250 |
| Golf - Pond Renovation | | | $99,419 | | | | $99,419 |

| 4B Projects | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Total |
|---|---|---|---|---|---|---|---|
| New Community Park – Playground | | | | $787,500 | | | $787,500 |
| Bartlett - Playground Replacement | | | | $441,000 | | | $441,000 |
| Heberle - Park Improvements | | | | $352,800 | | | $352,800 |
| Elk Ridge Park - Bathroom Addition | | | | $170,336 | | | $170,336 |
| Golf - Greens Resurface | | | | $460,156 | | | $460,156 |
| Chisenhall - Playground Replacement | | | | | $546,000 | | $546,000 |
| Warren Park - Park Improvements | | | | | $1,312,500 | | $1,312,500 |
| Bailey Lake - Low Water Crossing | | | | | $231,000 | | $231,000 |
| BRiCk Roof Replacement | | | | | $1,260,000 | | $1,260,000 |
| Claudia's Playground - Bathroom Addition | | | | | | $180,556 | $180,556 |
| Total | $7,903,232 | $1,170,574 | $1,800,731 | $2,611,792 | $3,749,500 | $180,556 | $19,896,799 |

# Integrated Project Management Plan - Template

**Project Name:** Centennial Park Renovation
**Project Sponsor:** City of Burleson Parks and Recreation Department
**Project Manager:** [Insert Name]
**Start Date:** February 10, 2025
**End Date:** March 12, 2025

## 1. Initiating

### 1.1 Project Objectives

- Enhance Centennial Park by improving playgrounds, restrooms, landscaping, and public amenities.
- Ensure ADA compliance and long-term sustainability.
- Minimize disruption to public access while maintaining project efficiency.
- Deliver the project on time and within budget while maintaining quality standards.

### 1.2 Stakeholder Identification & Engagement Plan

*Internal Stakeholders*

- City Management: Receives progress reports.
- Parks & Recreation Department: Oversees operational handoff.

*External Stakeholders*

- Residents: Kept informed through signage, social media, and public meetings.
- Contractors & Vendors: Engaged through RFQs and procurement.

## 2. Planning

### 2.1 Scope Management Plan & WBS

*2.1.1 Major Deliverables*

- Playground Renovation: Demo, inclusive play equipment, surfacing, shade, drainage.
- Irrigation & Landscaping: System repairs, native plantings, hydroseeding.
- Restroom & Facility Upgrades: Fixtures, partitions, ADA amenities.
- Park Infrastructure: Parking lot re-striping, signage, Trees for Tomorrow plantings.

*2.1.2 Work Breakdown Structure (WBS)*

- A WBS can be created based on the above deliverables, breaking down into tasks per discipline.

### 2.2 Schedule Management Plan

| Task | Start | End |
|---|---|---|
| Kickoff & Planning | Feb 10 | Feb 12 |
| Grading & Site Prep | Feb 13 | Feb 15 |
| Irrigation Installation | Feb 20 | Feb 24 |
| Playground Installation | Feb 24 | Feb 28 |
| Landscaping & Topsoil | Feb 28 | Mar 2 |
| Shade Structure & Trees | Mar 3 | Mar 5 |
| Concrete Work | Mar 7 | Mar 9 |
| Final Inspections | Mar 10 | Mar 11 |
| Ribbon Cutting | Mar 12 | Mar 12 |

### 2.3 Cost Management Plan

| Category | Estimated Cost |
|---|---|
| Playground | $200,000 |
| Irrigation & Landscaping | $50,000 |
| Restroom | $75,000 |
| Signage & Wayfinding | $20,000 |
| **Total** | **$345,000** |

### 2.4 Resource Management Plan (Example)

| Task | Resources |
|---|---|
| Grading | Crew, heavy machinery |
| Irrigation | Techs, materials |
| Playground | Contractor |
| Tree Installation | Forester, irrigation tech |
| Concrete | Crew, rebar |
| Final Cleanup | City inspectors, staff |

### 2.5 Quality Management Plan

- Follow CAPRA Accreditation guidelines.
- Perform bi-weekly inspections.
- Implement restroom winterization SOPs.
- Final walkthrough with punch-list signoff.

### 2.6 Communications Management Plan (Example)

| Audience | Method | Frequency |
|---|---|---|
| City Management | Reports | Biweekly |
| Residents | Social Media, Signage | As Needed |
| Staff | Meetings | Weekly |
| Public | Ribbon Cutting | End of Project |

### 2.7 Risk Management Plan

| Risk | Mitigation |
|---|---|
| Weather Delays | Build in buffer days |
| Material Shortages | Preorder & backup vendors |
| Safety Incidents | PPE & daily briefs |
| Complaints | Early and clear communication |
| Contractor Delays | Performance clauses |

### 2.8 Procurement Management Plan

- Use RFQs and cooperative contracts for quicker timelines.
- Select vendors based on price, experience, and performance history.

## 3. Execution

- Mobilize crews and begin work per WBS.
- Use SharePoint for document management and updates.
- Implement quality and risk controls.
- Perform routine stakeholder communications.

## 4. Monitoring and Controlling

- Weekly progress check-ins.
- Site walkthroughs and inspections.
- Cost-to-date vs. budget monitoring.
- Document all delays and issue resolution paths.

## 5. Closing

### 5.1 Project Closeout

- Conduct final inspections and collect punch list items.
- Archive documentation in SharePoint.
- Hold a handover meeting with long-term maintenance staff.

### 5.2 Sustainability & Maintenance

- Preventative Maintenance Plan in place for new features.
- Educate staff on new equipment and SOPs.

# Culture Plan

**Strategic Integration**

- *Business Intelligence + Operational Excellence*
- *Data-Driven Decisions:* Use attendance, revenue, and satisfaction data to drive program adjustments, staffing, and facility hours. Train staff in basic data literacy and dashboards.
- *Fiscal Awareness at Every Level:* Build budget literacy into supervisory roles and equip staff with tools to understand cost recovery, ROI, and business planning.
- *Innovation in Programming:* Encourage divisions to think like entrepreneurs—piloting new revenue-generating ideas with room for experimentation and evaluation.

**Marketing + Storytelling**

- *Unified Department Identity:* Build an intentional brand voice across divisions that celebrates Burleson's community character, diverse offerings, and staff commitment.
- *Empowered Storytellers:* Train staff to be brand ambassadors who tell the story of their work through photos, testimonials, and content for newsletters, social media, and council presentations
- *Marketing Collabs:* Strengthen internal relationships with marketing by creating regular planning cycles between divisions and communications staff to align campaigns, showcase impact, and leverage feedback.

**Public Feedback + Community Partnership**

- *Community Listening Loop:* Integrate public input into program and facility decisions through regular surveys, town halls, feedback kiosks, and digital suggestion boxes.
- *Transparent Feedback Response:* Create a "You Spoke, We Listened" platform to show the community how their input drives change.
- *Partnership Mindset:* Engage user groups, nonprofits, and community leaders in co-creating programs, events, and maintenance solutions.

| Divisional Integration Summary | | | | |
|---|---|---|---|---|
| Division | Cultural Focus | Growth Opportunity | Accountability Tool | Team Integration |
| Athletics | Player-first coaching, youth development | Coaching clinics, referee pipeline | League satisfaction scores | Coordinate with Special Events for tournaments |
| Aquatics | Safety + fun culture | Lifeguard leadership ladder | Certification tracking, in-service performance | Integrated summer programming with BRiCk |
| The BRiCk | Wellness as service | Frontline to facility manager growth | Membership data + cost recovery | Programs linked with Special Events and Parks |
| Programs | Meeting the community where they are at | Building relationships with new community partners for new offerings | Program matrix additions and program retention numbers | Programs that reach across and collaborate with all divisions both internal and external |
| Russell Farm Art Center | Art, History, and Nature | Art facilitator development | Workshop impact tracking | Collaboration with Golf, BRiCk, and Events |
| Parks | Excellence in maintenance and appearance | Maintenance worker to Crew Leader | Park quality inspections | Joint service projects with all divisions |
| Golf (Hidden Creek) | Hospitality mindset | Course operations & sales career path | Revenue/round and pace of play | Thematic events with Russell Farm and Events |
| Special Events | Joy + logistics | Event planner growth track | Attendance and engagement surveys | Partner with every division to activate spaces |

## CONCLUSION

This culture plan is not a document—it's a commitment. A commitment to grow from within, build with accountability, celebrate diverse voices, and serve the Burleson community with unity and heart. As we evolve, we will continue to listen, learn, and lead—together.




Source: City of Burleson

# Glossary of Terms

**Accessibility:** Being able to access all places, services and information with ease and dignity. Capable of being used or accessed. Often when we talk about accessibility in parks and recreation, we mean that something is, at its basic level, legally accessible to people. Accessibility of playgrounds and facilities, for example, is often determined by Americans with Disabilities Act (ADA) requirements.

**Active Recreation:** Leisure pursuits that involve physical activity, such as running, walking, cycling, swimming, playing games or participating in organized sports.

**Benchmarking:** A data-driven analysis used by the consulting team and Burleson staff to compare the city's parks and trails with those of peer cities, focusing on metrics like budget, staffing, and outdoor facilities. It is form of measurement that compares, in this case, a city's performance against other cities of similar size, demographic, economics, and growth.

**Bike Lane:** On-street facility for the exclusive use of cyclists or other micro-mobility devices through striping, signage, and pavement markings. Conventional bike lanes run curbside and in the same direction of traffic.

**Buffered Bike Lane:** Consists of designated bicycle lane on a roadway that includes a physical barrier to separate the bike lane from adjacent motor vehicle lanes and/or parking lanes. This buffer provides additional space and protection for cyclists, enhancing safety by increasing the distance between cyclists and moving or parked vehicles.

**Community Center:** A building and grounds for social, recreational, health or welfare of the community served. They offer programs for adults, children, teens, and active seniors including after-school, mentoring, and sports programs. May have rooms available for community meetings, classes, socials, etc. Although some have basketball courts or fitness centers, the primary purpose of a community center is social rather than recreational.

**Community Engagement:** The process of working collaboratively with and through groups of people affiliated by geographic proximity, special interest or similar situations to address issues affecting the well-being of those people. It is a powerful vehicle for bringing about environmental and behavioral changes that will improve the health of the community and its members. Community engagement is often in the form of surveys, polls, or in-person engagement boards. It often involves partnerships and coalitions that help mobilize resources and influence systems, change relationships among partners, and serve as catalysts for changing policies, programs and practices.

**Community Park:** Community Parks are larger parks designed to serve multiple surrounding neighborhoods. They typically contain active and passive amenities, including but not limited to, sports fields, courts, aquatics, trails, landscaping, playgrounds, open space, benches, pavilions, and public art.

**Community Trails:** Community trails are multi-use pathways designed to accommodate various types of non-motorized traffic, including pedestrians, cyclists, runners, and skaters. Community trails are in parks, natural areas, along utility easements or roadways. Community trails are in parks, natural areas, along utility easements or roadways. The minimum width for trails is recommended to be 12', however, 10' may be applicable in areas with existing ROW constraints. This is consistent with AASHTO and regional standards. For trails designated as part of the Regional Veloweb, the trail should be 12' to meet NCTCOG standards and provide a high level of comfort. These paths can be used for recreational uses or commuting when connecting to employment centers and schools.

**Grant Funding:** Funds that do not require repayment and are provided by a government entity, foundation, or corporation, and are awarded to support public services or programs, initiatives, research, etc.

**Inclusion:** Authentically bringing traditionally excluded individuals and/or groups into the processes, activities and decisions/policymaking in a way that shares power, recognizes and celebrates differences, ensures people feel welcome, and makes sure everyone has equitable access to opportunities. To make something inclusive means to create a space, program, activity, etc. that is accessible and welcome to any and all people, regardless of ability, background, differences, circumstances, etc.

**KPI (Key Performance Indicator):** A measurement that is used to determine if an organization or team has met or is meeting a previously identified goal. They help further determine necessary actions that are needed to achieve said goals.

**Level of Service (LOS):** A method used to compare the miles of trails within a community to the total population compared to benchmark communities, to determine if there are adequate number of trails to serve the community. LOS calculation is based on quantity, not quality of the trails.

**Mini Park:** Mini Parks are small public parks designed to fill gaps in park coverage. Mini Parks are frequently created on small, irregular pieces of land, in vacant building lots, along the centers of broad avenues, or even in parking spots. These parks typically feature passive amenities, such as seating, and are ideal for signage or beautification efforts.

**Neighborhood Park:** A multi-use recreation park small to medium in size, often associated with local neighborhood use and located within walking distance of the nearby community they serve. They typically contain passive amenities including but not limited to, landscaping, playgrounds, open space, benches, pavilions, and sculptures or similar public art.

**NRPA:** National Recreation and Parks Association

**Passive Recreation:** Activities in our public open spaces and recreation facilities that are focused on relaxation and enrichment, such as experiencing nature, watching people, enjoying social interaction, learning about places through interpretative signage, or watching outdoor sports or performance.

**Park Access:** The just and fair quantity, proximity, and connections to quality parks and green spaces, recreation facilities, as well as programs that are safe, inclusive, culturally relevant, and welcoming to everyone.

**Park or Public Playground:** An open recreation facility or park owned and operated by a public agency such as the city and available to the general public for neighborhood use, including lighted tennis courts, but not including lighted athletic fields for night time play. Often include playgrounds for kids, seating areas, pavilions, etc.

**Park Trail / Nature Trail:** Hard or soft surface pathways designed to promote recreation within a park or other activity center, but are not always configured to provide transportation linkages between community destinations. These can also include hike and bike trails. Amenities along the park and nature trails include but are not limited to directional signage, benches, drinking fountains, and fitness equipment.

**Playground:** A civic/open space designed and equipped for children's recreation. A playground shall be fenced and may include an open shelter. Playgrounds shall be located within residential areas. They may be included in other open spaces.

**Play:** An experience or activity undertaken for enjoyment or entertainment. While play is a guaranteed right of children, playful activity can be enjoyed by people of any age.

**Public Open Space:** Outdoor space that is accessible to the public and set aside primarily for recreation, nature conservation, amenity and public gatherings. It is mainly publicly owned land,but may include private land where public access is permitted.

**Recreation:** The broad range of passive and active leisure activities people do in our public open spaces and recreation facilities, for enjoyment, relaxation, health, wellbeing and social/community connection. It includes casual activities such as sitting in a park or picnicking with friends, to regular self-guided fitness routines or highly organized competitive sports.

**Recreation Center (with fitness):** The focus of recreation centers is to provide various activities for recreation in one location. Offer a host of passive and active opportunities for everyone including pools, exercise and dance classes, fitness, weight rooms, personal trainers, sports, courts (tennis, basketball, etc.), trails, and/or playgrounds. Recreation centers with fitness include standard gym equipment or a gym facility for use in addition to other recreational activities that do not require fitness equipment. Typically membership-based.

**Recreation Center (without fitness):** The focus of recreation centers is to provide various activities for recreation in one location. Offer a host of passive

and active opportunities for everyone including pools, exercise and dance classes, sports, courts (tennis, basketball, etc.), trails, and/or playgrounds, but do not provide gym facilities or standard gym equipment. Typically membership-based.

**Recreation Facilities:** The buildings, structures and purpose-built outdoor areas provided and managed to accommodate or support recreational activities, such as swimming pools, recreation centers, public toilets and changing rooms, playgrounds, sports fields, basketball or tennis courts, and trails.

**Recreation Programs and Services:** Planned activities, assistance and events that support people to recreate, including informing people about recreational opportunities, facilitating participation, and administering booking systems for use of facilities and organizing regular learning opportunities such as swimming lessons. Often involves helping people to overcome barriers to participation and promoting the benefits of active recreation.

**Shared-Use Lane:** Hard-surface pathways running parallel to a roadway and are primarily designed to accommodate cyclists and pedestrians. They are equipped with amenities like signage and often provide enhanced crossings to promote safety. The lanes are designated along low-volume roadways and include pavement markings and signage to indicate the street is to be shared between vehicles and cyclists.

**Shared-Use Trail:** Trails that are often located within or parallel to streams, drainage corridors, utility easements, railways, and environmentally sensitive lands and typically designed to accommodate cyclists and pedestrians, and promote recreational activities, commuting, and connectivity in the community. Can be hard or soft-surface.

**Side Path:** Hard-surface pathways running parallel to a roadway and are primarily designed to accommodate cyclists and pedestrians. They are equipped with amenities like signage and often provide enhanced crossings to promote safety. Side paths provide connectivity between neighborhoods and activity centers.

**Special-Use Parks:** Special parks / facilities are those which serve a specific function or protect a special feature. Special Use parks / facilities generally have dedicated and unique uses such as a sports fields, historical sites, art centers, skate parks, or bike parks. This park type serves as a designation for parks and facilities which are clearly not one of the other types, and for this reason the function, size, service area, access and facility characteristics vary considerably. Due to the special nature of these parks, the service area is often city-wide. For this master plan, cemeteries will be included under special-use parks.

**Sport:** An activity involving physical exertion and skill in which an individual or a team competes against another or others for entertainment.

**Stakeholder Engagement:** Stakeholder interviews, administered as part of the Burleson Parks, Recreation, Trails, and Open Space Master Plan, were conducted on December 2nd and 3rd, 2024. The stakeholders interviewed for the plan reflect various experiences and strong ties to the community.

**SWOT Analysis:** SWOT analysis is a tool that helps us evaluate our parks and recreation system by examining four key areas: strengths, weaknesses, opportunities, and threats. Strengths highlight the positive aspects and resources that benefit our community, while weaknesses identify areas needing improvement. Opportunities point to potential areas for growth and new initiatives, and threats consider external factors that could negatively impact our services. By conducting a SWOT analysis, we can strategically plan for the future, ensuring our parks and recreation services continue to meet the needs and expectations of our community.

**Trails:** Can range in meaning form a marked or beaten path, as through woods or wilderness, or a paved multi-use trail. Overall a designated pathway or route that can be paved or unpaved, shared-use, multi-use, for bikes and/or pedestrians, etc. that provides recreational opportunities and may also provide connectivity to other green spaces, neighborhoods, urban development, and alternative modes of transportation outside of the park. Also allow people to traverse the natural environment for recreation, enjoyment, and exercise.

**Volunteering:** In this strategy, volunteering refers to giving time freely to organize recreational activities, carry out projects or care for the environment in parks and recreational facilities, usually associated with a community group.

**Glossary of Terms - References:**


- City of Burleson Code, Definitions - https://ecode360.com/39938365
- https://experience.arcgis.com/experience/c4ffb8d631934ff4bde9519f-2cf2777f/page/Glossary/
- https://www.nrpa.org/siteassets/nrpa-equity-language-guide-10-21-2021.pdf
- https://www.waco-texas.com/files/sharedassets/public/v/1/departments/parks-amp-recreation/documents/trails/city-of-waco-trails-master-plan_reduced-file-size.pdf
- https://www.austintexas.gov/sites/default/files/files/Parks/longrangeplan/ch2definitions.pdf




# City Council Regular Meeting

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a resolution adopting the 2025 Public Art Master Plan. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Beautiful, Safe, & Vibrant Community** | 3.2.6 Finalize the Community Arts Master Plan \| We will finalize the Community Arts Master Plan from FY24/25, providing a strategic framework to support cultural growth, public art initiatives, and creative community engagement. |

## SUMMARY:

The City of Burleson has developed the Public Art Master Plan to provide a long-term framework for guiding the development, funding, and management of public art throughout the community. The plan builds on the growing role of arts and culture in Burleson's identity, economic vitality, and placemaking efforts.

The plan reflects more than a year of monthly Public Art Committee meetings, during which the Committee provided direction, reviewed engagement outcomes, and guided draft recommendations. Their leadership has ensured the plan is responsive to community feedback and aligned with Burleson's broader cultural and quality of life goals.

**Community Engagement**

Public involvement was a cornerstone of the planning process:

- Survey (Oct 2024 – Apr 2025): 1,016 responses shaped the vision and goals for public art.

- In-person Engagement: Over 100 participants at the *BTX Beats* event provided visual preference feedback.
- Stakeholder Interviews & Focus Groups: Artists, community leaders, and residents contributed input on vision, site selection, and cultural identity.
- Artist-led Project Outcomes: The Barn Quilt series and Burleson Community Quilt were completed directly from community engagement and unveiled to City Council in June 2025.

**Vision & Goals**

The community envisions public art that enriches Burleson, sparks curiosity, invites dialogue, and reflects the city's unique history and aspirations. The plan outlines goals to:

1. Create places that foster meaningful connections.
2. Reflect Burleson's unique character.
3. Celebrate community spirit.
4. Contribute to economic vitality.

**Policy & Implementation**

The Public Art Master Plan includes:

- Public Art Policy: Establishes acquisition, funding, artist selection, mural guidelines, and collection management standards.
- Funding Models: Explores general fund allocations, hotel/motel tax, percent-for-art policies, and private development contributions.
- Implementation Framework: Steps include adopting policy, staffing the program, formalizing the Public Art Advisory Board, commissioning priority projects, and expanding funding sources.
- Immediate Projects: Rotating Barn Quilt series, final quilt installation, and mural projects at Bailey Lake.

**RECOMMENDATION:**

Staff recommends approval of a resolution amending the five-year Capital Improvement Plan.

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

Community Services Committee reviewed the plan and policy on September 3, 2025. The committee requested that we continue to seek additional funding options and not implement the development fee at this time, but to leave it in the plan as a potential funding mechanism in the future.

City Council received the draft plan on October 6, 2025. The council feedback included amending the committee name from Public Art Committee to the Public Spaces and Cultural Heritage Committee. This language will be amended in the final plan.

**REFERENCE:**

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

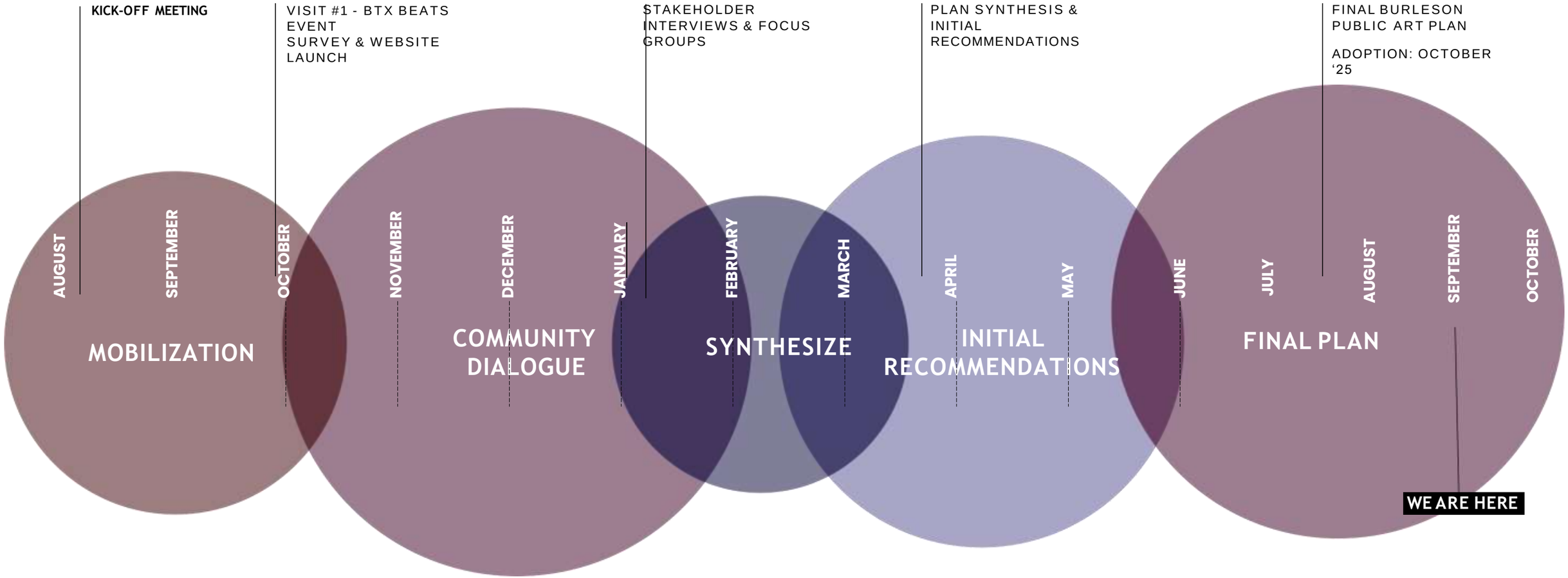
MASTER PLAN

# PUBLIC ART

**October 20, 2025**

Presenter: Jen Basham, Director of Parks and Recreation

# PROJECT TIMELINE



# PLAN OUTLINE

**Ch. 1 Plan Background**

Why this plan?

Plan Goals & Objectives

Community Character

**Ch. 2 Community Engagement**

Barn Quilts Project + History

Survey Results

Community Vision for Public Art

**Ch. 3 Public Art**

Public Art Typologies Defined

Public Art Site Selection Criteria

Public Art Projects for Consideration Project

Implementation Matrix

**Ch. 4 Public Art Administration**

Public Art Advisory Board

Public Art Policy

Public Art Funding Opportunities



# COMMUNITY VISION
# FOR PUBLIC ART

# PUBLIC ENGAGEMENT PERIOD OCT ‘24 – APR ‘25

BURLESON PUBLIC ART PLAN

## PROJECT WEBSITE & COLLATERAL

## SURVEY RESPONSES: 1,016

## IN-PERSON ENGAGEMENT AT BTX BEATS

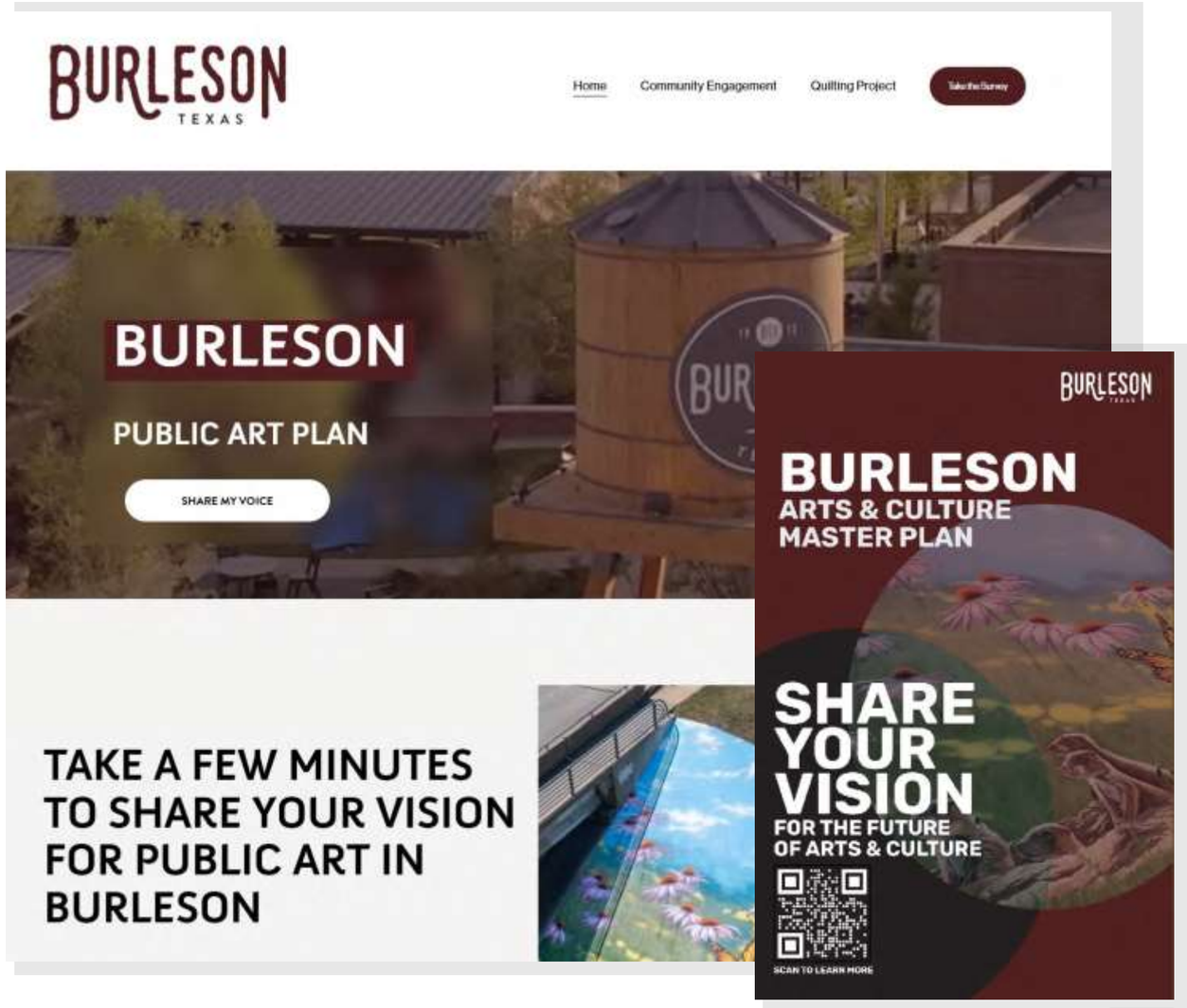
- An estimated 100+ people were engaged in conversation an a visual preference survey at the BTX Beats event on October 26th, 2024

## STAKEHOLDER INTERVIEWS

- Members of the community, artists, and decision-makers were invited to participate in one-on-one conversations about the role public art should play in the community of Burleson.

## FOCUS GROUPS

- Members of the community were invited to focus group opportunities on February 19th & 20th to workshop around the vision for public art in Burleson.

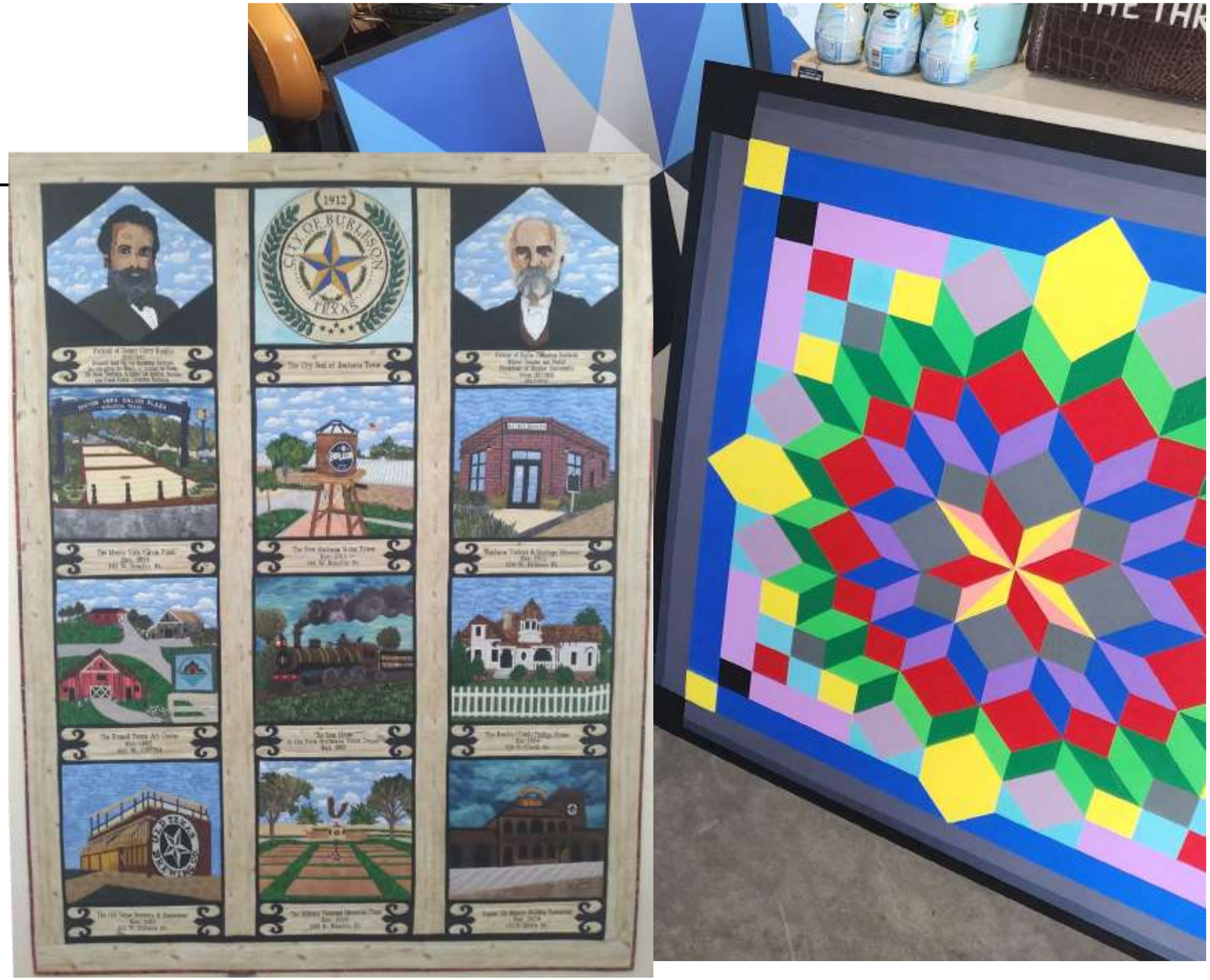


# ARTIST LED PLAN OUTCOMES: BARN QUILT & SQUARES

BURLESON PUBLIC ART PLAN

## BARB & ERNIE MCCRAW

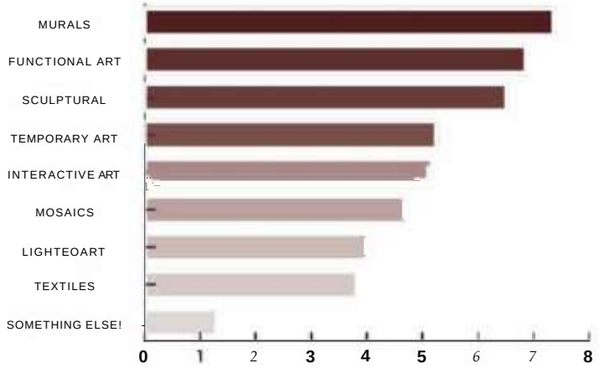
- In partnership with Russell Art Farm and directly from community engagement outcomes at BTX Beats the artist team led two efforts: the creation of 8 - 4’ x 4’ Barn Squares and a quilt intended to hang in the interior of Burleson City Hall once renovations are complete.
- The Quilt was presented to City Council at a public meeting on June 16th, 2025.
- The Barn Squares will be on a rotating display throughout city spaces until a permanent home for each is determined.



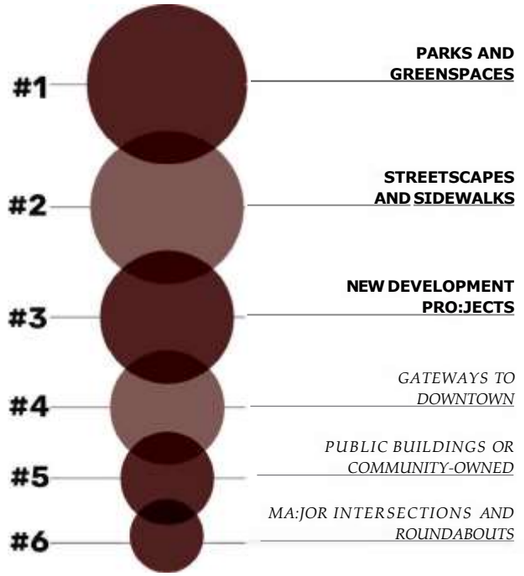
HOW SHOULD PUBLIC ART IN BURLESON FEEL?




WHAT TYPES OF **PUBLIC ART** WOULD YOU LIKE TO SEE **MORE OF IN** THE AREA?




WHERE DO YOU MOST WANT TO SEE **PUBLIC ART?**




WHAT **IMPACT SHOULD PUBLIC ART HAVE?**

**#1 BEAUTIFIES BURLESON**

**#2 HONORS HISTORY**

**#3 CREATES WHIMSY**

**#4 STRENGTHENS OUR IDENTITY**

**#5 BUILDS PRIDE IN THE CITY**

**IDENTIFY A PLACE IN THE AREA THAT MAKES YOU FEEL A SENSE OF BELONGING. WHAT ARE ITS CHARACTERISTICS?**

**OLDTOWN:** THE TOP SPOT FOR BELONGING. PEOPLE LOVE IT FOR COMMUNITY EVENTS, WALKING AROUND, ITS COZY FEEL, HISTORY, ART, AND BEING FAMILY-FRIENDLY AND WELCOMING.

**BAILEY LAKE:** NATURE AND PEACE MAKE PEOPLE FEEL THEY BELONG. IT'S A PLACE TO CONNECT WITH NATURE AND OTHERS.

**MAYOR VERACALVIN PLAZA/THE PLAZA:** A CENTRAL SPOT FOR COMMUNITY GATHERINGS AND FAMILY FUN.

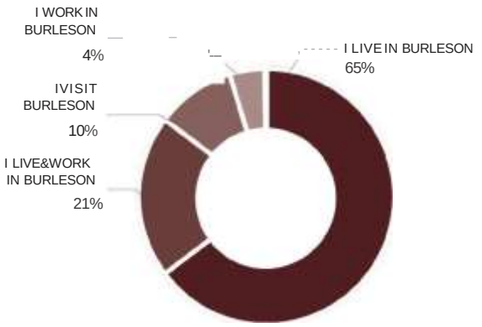
**RUSSELL FARM ARTCENTER:** A PLACE FOR ART, HISTORY, AND A WELCOMING COMMUNITY.

**THE LIBRARY:** A FRIENDLY AND HELPFUL COMMUNITY HUB FOR EVERYONE.

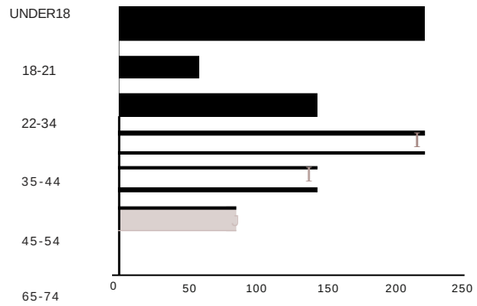
WHAT CHARACTERISTICS,PLACES, AND/OR VALUES ARE UNIQUE OR ICONIC TO BURLESON?




WHAT IS YOUR RELATIONSHIP TO BURLESON?




WHAT IS YOUR AGE?




COMPARED TO ITS NEIGHBORS, SHOULD BURLESON BLEND IN OR TRY TO STAND OUT?




WHEN IT COMES TO ART IN BURLESON, SHOULD IT FEEL MORE HOME GROWN AND LOCAL OR SOMETHING NEW AND UNEXPECTED?




WHEN IT COMES TO ART IN BURLESON, SHOULD IT FEEL PURELY ARTISTIC AND CREATIVE OR SHOULD IT **HAVE A MEANING BEHIND** THE **WORK?**




SHOULD PUBLIC ART IN BURLESON BE MORE FOR LOCALS. OR BE UTILIZED TO DRAW PEOPLE TO THE AREA (FOR SHOPPING, DINING, ETC.)?



# VISION

**WE ENVISION PUBLIC ART ENRICHING BURLESON, SERVING AS A CONSTANT SOURCE OF DISCOVERY AND CIVIC PRIDE. SEAMLESSLY INTEGRATED INTO OUR PUBLIC SPACES, IT WILL SPARK CURIOSITY, INVITE DIALOGUE, AND TRANSFORM THESE AREAS INTO INSPIRING PLACES THAT TELL OUR COMMUNITY'S STORY – PAST, PRESENT, AND ASPIRATIONS. THIS WILL MAKE BURLESON A MORE BEAUTIFUL, CONNECTED, AND MEMORABLE PLACE WHERE EVERYONE TRULY BELONGS AND THRIVES.**

## GOALS

1 **CREATE PLACES THAT FOSTER MEANINGFUL CONNECTIONS**

2 **REFLECT OUR UNIQUE CHARACTER**

3 **CELEBRATE OUR COMMUNITY SPIRIT**

4 **CONTRIBUTE TO OUR ECONOMIC VITALITY**



## CURATORIAL APPROACH

**WE VALUE PUBLIC ART THAT:**

- Brings people together, builds our collective identity, and says who we are and what we value.
- Transforms our public spaces to be even more engaging and accessible.
- Honors diversity, new people and a multiplicity of ideas.
- Connects people, ideas, and places and thereby raises our consciousness.
- Responds to our history and natural environment.
- Draws people to Burleson and is good for our local economy
- Demonstrates our friendliness, safety, small-town feel, pride-of- place, support for youth, families, and one another.
- Speaks to our collective humanity.
- Responds to the surrounding environment/site-specific.



# POLICY & PROCESS

# FUTURE FUNDING MODEL EXPLORATION

BURLESON PUBLIC ART PLAN

## GENERAL FUND ALLOCATIONS

- Very common method of paying for one-off public art projects.

## PERCENT-FOR-ART IN CIP

- Most typically 1% of public capital improvement projects, one of the most common public art program funding mechanisms nationally. (Bonded) Typically must be a work created in conjunction with the improvement and spent and installed in accordance with the construction schedule. City of Denton has percent for art within Bond Projects alongside HOT/MOT funding.

## PERCENT-FOR-ART IN PRIVATE DEVELOPMENT

- City of Keller has this, is equivalent to a 0.25% fee of construction value on all development exceeding 5 units of residential. Potential yield for them during formalization was $200,000+, this would have generated over **$120,000 on average over the last five years if implemented in Burleson.**

## HOTEL/MOTEL TAX

- City of Burleson has this. Yielded $75,000 in the cycle leading up to this plan.
- City Council can allocate up to 15 % of the total Hotel Occupancy Tax (HOT) revenues for public arts projects as allowed under Texas Tax Code 351.103(c).
- Typically HOT/MOT funding structures are more flexible than percent-for-art and allow expenditures on programming as well as permanent works of art.

# FUTURE FUNDING MODEL EXPLORATION

BURLESON PUBLIC ART PLAN

## PRIVATE

- Public art is frequently funded through philanthropic opportunities from private donors

## GRANTS

- Multiple grant opportunities are available for public art projects. These will be pursued when they fit the scale and scope of projects.
- Examples include: National Endowment for the arts, Americans for the Arts, and the Public Art Challenge

## COLLABORATION

- Many projects can be accomplished through partnerships with artists within the community
- Murals are an example of community driven opportunities where the City can purchase the supplies and set the theme and partner with the school district, Russell Farm, and Hill College to create art in public spaces



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## PUBLIC ART ACQUISITION

These policies establish the practices for acquiring artworks. The procedure creates a thorough and transparent process for acquiring artwork and favors open-ended selection processes to ensure artistic excellence in the City's Collection.

- Artist Selection Methods
- Artist Services Procurement
- Artist Selection Process
- Purchasing Procedures
- Project Implementation
- Maintenance Plan



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## USE OF FUNDS

Funding for the City of Burleson Public Art Program may come from: the Public Art Fund; the City's Capital Improvement Budget; grants and/or contributions from private entities;other public agencies; philanthropic sources; or through other sources as deemed appropriate by the City. The public art funds may be spent for:

- Calls for Entry, RFQ's/RFP's, concept designs, maquettes, juror stipends, and other costs related to competitions and Commissions
- Artist fees including travel stipends and expenses related to travel;
- Artwork fabrication and installation, site preparation and cleanup;
- Acquisition of existing works of art;
- Relocation of existing or Commissioned works of art;
- Required permits and insurance during the fabrication and installation of the artwork;
- Informational/promotional materials and public events directly related to the artwork;
- Required equipment needed for installation;
- Artwork appraisal;
- Staffing and services of an Arts Administrator;
- Curators and contracted services.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## USE OF FUNDS

The public art funds may **NOT** be spent for:

- Mass-produced work, with the exception of limited editions controlled by the artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by a project's architect or other designer.
- Routine maintenance, conservation, repair, or restoration, exceeding more than 10% of the annual budget.
- Purchase of existing works of art outside of the selection process.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## ROLES & RESPONSIBILITIES

### Mayor & City Council

Ultimately make the final decision on public art selection and hold ultimate
responsibility for the program.

### Parks & Recreation Department

Administers the Public Art Program.

### Public Art Coordinator/Manager

The program “staff”, could be an existing city staff member, new part-time staff member or consultant.

### Public Art Advisory Board

The Public Art Board has the following responsibilities:

1. Act principally in an advisory capacity to Burleson staff in any matter pertaining to public art.
2. Advise and make recommendations to city staff pertaining to, among other things, artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## COLLECTION MANAGEMENT

### Objectives

1. Maintain a Collection management program that results in a high-quality, city-owned Collection;
2. Eliminate artwork that is unsafe, not repairable, or no longer meets the needs of the City of Burleson;
3. Respect the creative rights of artists; and
4. Support an efficient workload for staff.

### Key Policy Components

1. Donation Procedures
2. Maintenance Policy
3. Deaccession Policy



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## PUBLIC ART PROGRAM WORKPLAN

### How it works

The Public Art Program Workplan is a document that outlines in-process projects, and projects will be initiated in the coming fiscal year(s). The Program Update is one of the most crucial elements of the Public Art Program. It creates a roadmap and allows for the input of community members, elected officials, and others who care deeply about public art in the City of Burleson.

1. The following steps will be taken to develop the Public Art Program Workplan:
2. Work with the City Manager's Offices to determine the availability of funds for the upcoming year(s).
3. Identify projects to be paid for by identified funding, including acquisition and maintenance.
4. Develop a draft Public Art Program Workplan that will include locations, goals, and budgets for public art projects and programs for staff review.
5. Present the Update to City Council as part of the City budget approval.
6. Integrate feedback from City Council to determine the final Program Update.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## MURAL POLICY OPTIONS

Option A: Mural Guidelines

Mural Design considerations for murals on public property, with a request that private property-owners follow design considerations for:

- Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
- Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
- Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
- Longevity - What is the expected life span of the mural? Is it intended to be a short or long term installation?
- Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, instagram or social media interactions or other opportunities?



# PUBLIC ART POLICY

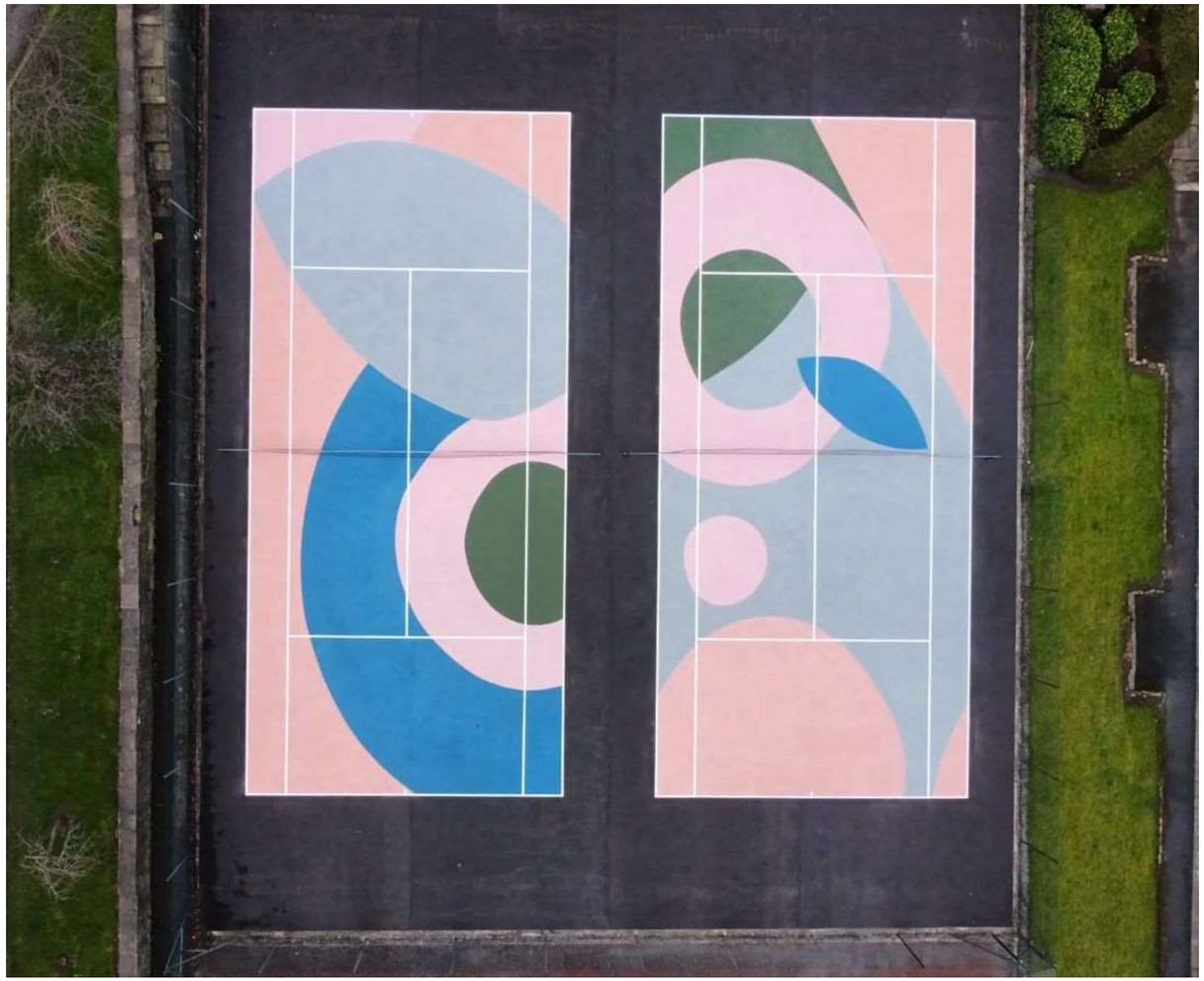
BURLESON PUBLIC ART PLAN

## MURAL POLICY OPTIONS

Option B: City of Burleson Mural Program (Private Property) Permitting Process and Regulations

Mural Design Considerations for murals on Public Property, with a permitting process that requires private property-owners follow design considerations and standards for:

- Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
- Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
- Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
- Longevity - What is the expected life span of the mural? Is it intended to be a short or long term installation?
- Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, instagram or social media interactions or other opportunities?



# FOUNDATION FOR THE FUTURE

# STEPS FOR PROGRAM IMPLEMENTATION

BURLESON PUBLIC ART PLAN

**STEP 1: BUILD THE PROGRAM STRUCTURE (ADOPT POLICY)**

**STEP 2: STAFF THE PROGRAM**

**STEP 3: FORMALIZE THE PUBLIC ART ADVISORY BOARD**

**STEP 4: EXPLORE EXPANDED PROGRAM FUNDING**

**STEP 5: COMMISSION ARTWORK & PROGRAMS**

- INSTALL THE BURLESON BARN QUILTS
- COMMISSION A SITE-SPECIFIC ARTWORK IN OLD TOWN
- DEVELOP A MURAL PROGRAM
- EXPLORE TACTICAL ART PROGRAMMING OPTIONS
- CREATE A CITY-WIDE ART TRAIL
- DEVELOP AN EDUCATIONAL OUTREACH PROGRAM
- COMMISSION AN ARTIST-DESIGNED PARK EXPERIENCE

*While this plan identifies potential funding sources for exploration, the nature of funding is always changing and will ultimately be dedicated based on the market, policy maker discretion, and within the resources are available over a given period.*

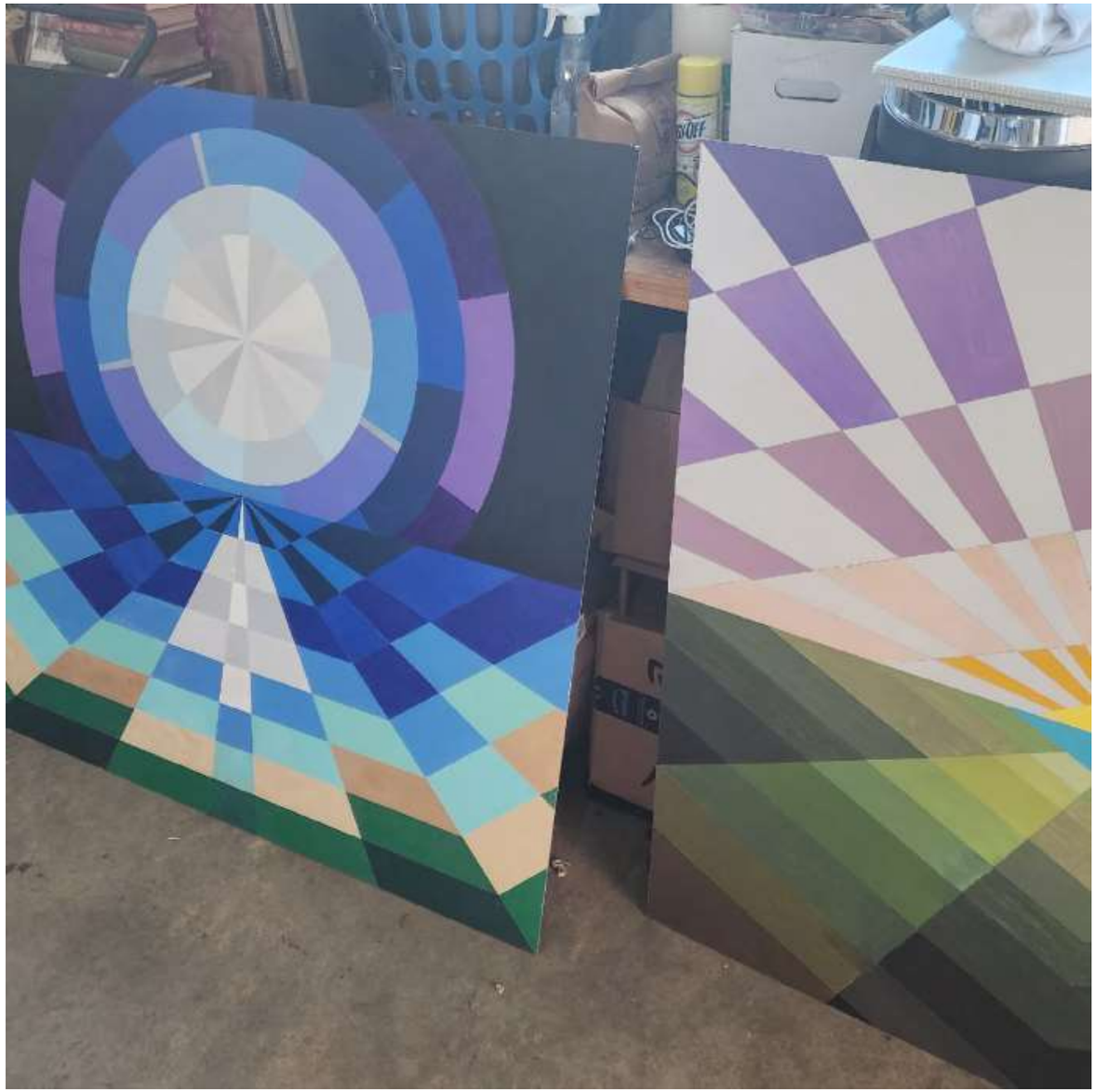


# PRIORITY PROJECTS FOR IMPLEMENTATION

BURLESON PUBLIC ART PLAN

## IMMEDIATE PROJECTS FOR IMPLEMENTATION

- ROTATING BARN QUILT SERIES
- FINAL INSTALLATION (PERMANENT HOME) THE BURLESON BARN QUILTS
- COMPLETION OF THE MURAL AT BAILEY LAKE



# CRITICAL IMPACT AREAS



## COMMUNITY ENGAGEMENT AND IMPACT:

**Public Feedback and Satisfaction:** Include the public art program in any upcoming community surveys. Report findings in the annual public art update to City Council, where available.

**Participation Rates**: Measure attendance at public art dedication ceremonies, art walks, and community engagement workshops related to public art projects.

**Public Response Rates:** Monitor the participation in surveys or public forums for specific art projects to track the response rate and community interest in the program over time.

**Educational Outreach:** Keep track of the number of school groups or community organizations involved in activities related to public art program, set goals annually to increase and diversify participation rates.



## CRITICAL IMPACT AREAS

**COLLECTION QUALITY AND GROWTH:**

**Number of Accessioned Artworks:** Track the annual number of new artworks and the overall investment in the Public Art Collection through commissions and accepted donations.

**Diversity of Collection**: Assess the diversity of artists and arts typologies represented, including local, national, emerging, and established individuals from various backgrounds. Evaluate the art forms such as sculpture, mural, functional, and environmental pieces, along with the themes in the collection.

**Condition Assessments:** Implement a regular schedule for assessing the physical condition of artworks, ideally an annual assessment by city staff and a conservator's report every 5 years. Keep maintenance logs, track repairs, and evaluate the overall state of the collection annually to ensure a high-quality, city-owned collection.

**Lifespan Achievement:** Monitor whether artworks are meeting their expected temporary, short-term, medium-term, or long-term lifespans outlined in the maintenance manuals provided by artists.

participation rates.



## CRITICAL IMPACT AREAS

**VISUAL ENHANCEMENT AND PLACEMAKING:**

**Visibility and Accessibility:** Consider the use of foot traffic counters or geofencing technology in areas around public art installations to measure increases in pedestrian activity following the installation of an artwork.

**Linkage to Other City Projects:** Track the number of public art projects successfully integrated with capital projects or city initiatives to assess the programs success in integrating with other city functions.

**Cultural and Historical Significance:** Document how new artworks contribute to or reflect the cultural or historical importance to the community, possibly through narrative descriptions or community feedback about their relevance, consider publishing a landing page that community member can explore to learn more about the collection.

**Perceived Vibrancy:** Consider a 5-year survey check-point with the community on the public art collection to gather sentiments on the public collection and the perceived quality of life value, it may also be a good juncture to gathering input on near-term priorities for the collection.



## CRITICAL IMPACT AREAS

**PROGRAM EFFICIENCY AND COMPLIANCE:**

**Budget Adherence:** Monitor the program's adherence to its allocated budget for acquisitions, maintenance, and administrative costs.

**Project Timeliness:** Track the completion rates of commissioned projects and evaluate the efficiency of the donation and accession processes against planned timelines.

**Policy Adherence:** Review compliance with established procedures for artist selection, donation acceptance, deaccessioning, and collection management.

**Staff Workload:** Periodically review staff workload related to the Public Art Program to ensure that the staff can efficiently handle their responsibilities.



# THANK YOU!

# RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING THE 2025 PUBLIC ART MASTER PLAN; PROVIDING FOR IMPLEMENTATION.**

**WHEREAS,** the City of Burleson recognizes the importance of arts and culture in enhancing community identity, civic pride, economic vitality, and placemaking efforts; and

**WHEREAS,** the City has developed the 2025 Public Art Master Plan to establish a long-term framework for guiding the development, funding, and management of public art throughout the community; and

**WHEREAS,** the Plan reflects over a year of monthly Public Art Committee meetings in which the Committee provided direction, reviewed community engagement outcomes, and guided draft recommendations to ensure the plan aligns with Burleson's cultural goals and community values; and

**WHEREAS,** robust community engagement shaped the Plan, including more than 1,000 survey responses, interactive feedback at public events, artist-led projects such as the Barn Quilt Series and Burleson Community Quilt, and multiple stakeholder interviews and focus groups; and

**WHEREAS,** the Plan sets forth goals to enrich Burleson with public art that sparks curiosity, fosters dialogue, celebrates community spirit, and reflects the city's history and aspirations; and

**WHEREAS,** the Plan provides policies and implementation strategies, including standards for acquisition, funding models, artist selection, mural guidelines, collection management, and a framework for commissioning priority projects such as rotating quilt installations and community murals; and

**WHEREAS,** the Community Services Committee reviewed the draft Plan and policy on September 3, 2025, and City Council received the draft Plan on October 6, 2025; and

**WHEREAS,** notice was duly given and the City Council held a meeting on October 20, 2025, at which time the Plan and public input were considered.

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

**Section 1.**

The City Council finds the recitals set forth above are true and correct and are incorporated herein as findings of the Council.

**Section 2.**

The City Council hereby adopts the 2025 Public Art Master Plan, attached hereto as Exhibit "A" and incorporated herein by reference as if set forth fully, as the City's official guiding document for public art planning, programming, and implementation.

.PASSED, APPROVED, AND DULY RESOLVED by the Board, on the _____ day of _____, 2025.

_____

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr. City Attorney




# Burleson Public Art Plan

**2025**

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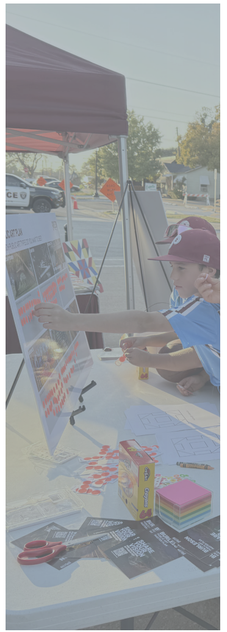
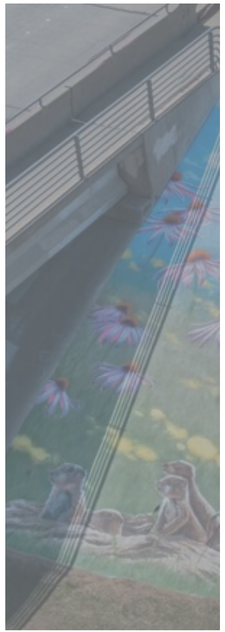
**PLAN BACKGROUND**

**01**



**COMMUNITY ENGAGEMENT**

**02**



**COMMUNITY VISION FOR PUBLIC ART**

**03**



**PROCESS FOR COMMISSIONING**

**04**



**FOUNDATION FOR THE FUTURE**

**05**




# 01
# Plan Background

## Why this plan?

We envision public art enriching Burleson, serving as a constant source of discovery and civic pride. Seamlessly integrated into our public spaces, it will spark curiosity, invite dialogue, and transform these areas into inspiring places that tell our community's story – past, present, and aspirations. This will make Burleson a more beautiful, connected, and memorable place where everyone, community members and visitors alike, truly belongs and thrives.

# Plan Background

### WHAT IS PUBLIC ART

Public Art directly influences how people experience and connect with a place.  It provides a sense of place, wonder, and memory. Art encourages attachment to a location for residents through cultural and historical understanding, and by highlighting what is unique about the places where people live, work, and play.

### PUBLIC ART MATTERS

Public art is a critical factor in unique public places that yield physical, social, and economic benefits for a community. Public art directly influences how people experience and connect with a place. It provides a sense of place, wonder, and memory. Art encourages attachment to a location for residents and visitors alike through cultural and historical understanding, and by highlighting what is unique about the places where people live, work, and play.

Public art also makes communities more vibrant and economically sustainable. People want to move to places that are memorable, activated by and supportive of the arts. By investing in public art as a tool for growth and sustainability, communities can thrive economically.






## Plan Goals & Objectives

The City of Burleson operates under the Guide BTX Strategic Plan, last updated in February 2024 established specific goals, strategies, and key priorities to ensure city operations and resources are aligned to meet future needs. Critical objectives also highlighted for execution include the 2022 Bond Program projects, sustained public safety operations, and vibrant economic development. This economic development encompasses the growth of Old Town, the development of Chisholm Summit and Hooper Business Park, and the strategic planning for a future hotel/conference center. Through this comprehensive strategic framework, Burleson is committed to continuously assessing its progress and identifying new or emerging areas of focus, ensuring it remains responsive to community needs and continues to thrive as a vibrant, safe, and inclusive place for all residents. The Public Art Master Plan was initially advocated for under:

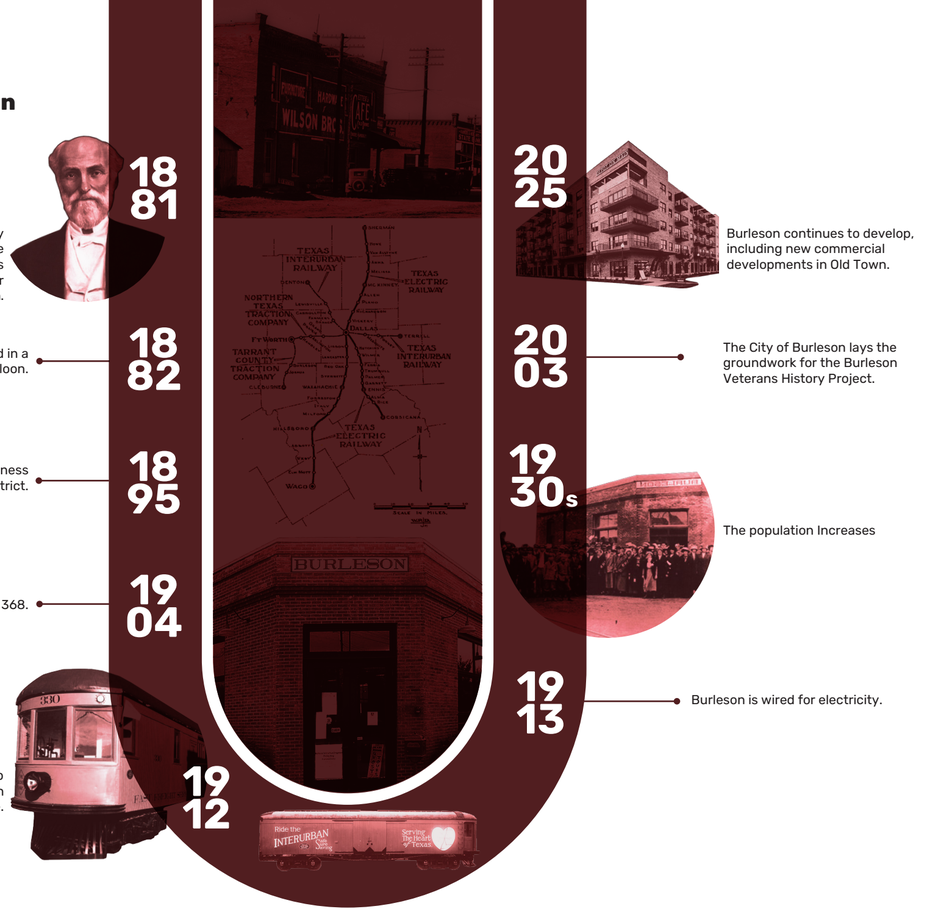
**Focus Area 3: Beautiful, Safe & Vibrant Community** aims to provide a beautiful, safe, and vibrant environment for those who live, learn, work, and play in the City of Burleson. This objective is pursued through a multifaceted approach, including the implementation of beautification programs, the provision of public art that enhances the community's visual appeal and uniqueness—a key aspect of which is the finalization of the community arts masterplan in FY 24-25.

### COMMUNITY CHARACTER

Burleson, Texas, founded in 1881 by the Katy Railroad as a depot between Fort Worth and Alvarado, was named for Dr. Rufus Burleson. Initially agricultural, the town grew after becoming a stop on the Cleburne-Fort Worth Interurban line in 1912 and receiving electricity in 1913. Located on multiple highways and railways south of Fort Worth in Johnson and Tarrant counties, Burleson established a post office in 1882 and soon developed stores and churches. It absorbed the earlier community of Brushy Mound, which had the first school in the area (later Alta Vista College and Red Oak Academy). In its first 50 years, Burleson was agriculturally focused, having a population of 200 by 1890 with various businesses and shipping significant quantities of cotton and grains by 1899. The population fluctuated before steadily increasing, reaching 573 by 1940. Incorporated before 1930, Burleson benefited from the Interurban line and the construction of State Highway 21 in 1924, leading to annexations and rapid growth after World War II as it became a Fort Worth suburb. The economy shifted from agriculture to business and industry, with the population booming from 795 in 1950 to 2,345 in 1960. By 1980, the population reached 11,734 with diverse manufacturing. In 1990, the population was 16,113, growing to 20,976 by 2000, with local newspapers and cultural institutions established.



## Timeline of Burleson






# 02
# Community Engagement

## Approach to Engagement

The community was key to determining the vision for public art in Burleson. To ensure this plan authentically reflected the Burleson community and honored its character and historic legacy, the planning team utilized a variety of engagement methodologies to capture themes to inform plan priorities, actions, and define the curatorial approach to the Public Art Collection. Engagement approaches included 1-on-1 interviews with city leaders, a pop-up session during BTX Beats, and an online survey to gather input from all stakeholders (i.e., city leadership, arts organizations, artists, youth, and the general public).




### LEADERSHIP CONVERSATIONS

Over a dozen 1-on-1 and small group stakeholder conversations with representatives from city government divisions and local community service organizations including:

- Mayor Chris Fletcher
- Council member Larry Scot
- Park Board Member Sherry Scott
- Council member Alexa Boedeker
- Park Board Member Ashli Logan
- Keep Burleson Beautiful Member Mary Ann Matthews
- Park Board Chair Matt Quinn
- Park Board Member Christian Schott
- Friends of Russell Farm
- Council member Victoria Johnson
- Council member Phil Anderson
- Park Board Member Tyler Knox

### THESE QUESTIONS WERE USED TO GUIDE THE CONVERSATIONS:

- What role do you play in community of Burleson?
- What makes Burleson different from neighboring communities?
- How have the arts touched your work/life?
- What would you consider important icons or themes of Burleson?
- If you could dream of a vision for public art in Burleson, what would it look like?

### COMMUNITY POP-UP SESSION

A visual preference survey and experience mapping activity was utilized during a pop-up conversation at BTX Beats.

The results of this engagement are provided on pages 18–21 of this document.

### COMMUNITY SURVEY

A non-scientific survey to discern community members' attitudes and preferences for public art in Burleson, it was published and available from October - February 2025. It was promoted on social media, via the email networks of local organizational leaders, and through print materials distributed through the City of Burleson and advisory board members. The survey had particularly strong input from the youth, due to targeted outreach by advisory board members working in education, garnering 220 responses, or 23.28% by individuals under the age of 18. The survey was also promoted directly to participants at each engagement opportunity.

Survey responses and key insights from them can be found on pages ##–## of this document.

### ADVISORY BOARD

Throughout the process, a advisory board made up of representatives from the arts and arts education spaces were engaged in regular conversation to act as a sounding board for the planning process. This Board reviewed all content created throughout the process and was instrumental in the outreach efforts to garner the 1,061 responses submitted through the survey.

### NATIONAL BEST PRACTICES

Throughout the process, case studies from all over the country in communities similar to Burleson were used to illustrate successful programming or policy. These best practices have been integrated into the plan objectives and strategies to illustrate successes throughout the sector.









## Barn Quilts Project & History

### QUILTING IN AMERICA: THE RISE OF BARN QUILTS

The history of the American Barn Quilt can be traced back almost 300 years to the arrival of immigrants from the central regions of Europe; Germany, Austria, and the Netherlands. The quilt, as we know it in America, was originally a strictly utilitarian article, born of the necessity of providing warm covers for beds. Quilts were also used as hangings for doors and windows that were not sealed well enough to keep out the cold. The earliest American quilts, made by English and Dutch settlers, were so intimately connected to everyday life of the early colonists that no record of them exists.

In modern time quilting is more accessible than it ever has been since. Quilting isn't entirely a necessity as it once was, we can instead use it as a creative outlet and pastime thus making art quilts a new medium of expression. The world of quilting continues to change as the world we live in evolves. Modern quilting utilizing bold color designs and prints, once an impossibility due to limited technology and supplies, has brightened the art form in unimaginable ways. Geometric and fractal quilting are growing in popularity as a new generation of quilters piece their first works, many of which have learned their craft online rather than through the traditional in-person learning process. As the world changes, so does quilting.



It is widely believed that barn painting/ quilting originated in Pennsylvania with these immigrants and then spread to much of the New England and Midwestern states. Paint was very expensive in those days and painting a decorative yet distinctive quilt pattern on their barns was a wonderful way of allowing for decoration. It also became an excellent way for travelers to find particular families or cross roads, as towns people would just tell them which pattern to look for.

Today, barn quilts have become popular again, with more and more becoming visible. Quilt trails have been developed in many states. After a number of barn quilts have been displayed in an area, a map is developed that guides the viewers to the location. The map will have an address, maybe a picture of the square and a name or explanation of its meaning. A few of the states that have developed quilt trails include: Pennsylvania, Ohio, Indiana, Kentucky, Iowa and Michigan. The barn quilts can be put on any type of building; from houses, garages, and sheds to parks or yards where they are mounted on two posts and displayed.

## Artist Created Quilting Projects




Throughout the Public Art Plan process, a team of local artists created a series of artworks in partnership with Russell Art Farm that honor the tradition of quilting in the US. These artworks include a series of eight Barn Quilts, initially displayed in schools across Burleson in Late Spring as Burleson's first temporary public art exhibition.

The second artwork will include a community quilt that reflects icons and landmarks of the Burleson community. This quilt is designated for display in the City of Burleson's interior collection at City Hall.





## Current Perception of the Arts

Burleson has a nascent but growing appreciation for public art, primarily evidenced by positive reception to existing projects like the Bailey Lake mural and the City Market mural. There's a general sentiment that art can enhance the community and its spaces. However, there's also an acknowledgment that Burleson is still "finding its culture" and identity, with a desire for public art to contribute to this definition rather than just being decorative. Some express a preference that **"frills are okay, but we are a 'farm' town"**, hinting at a desire for art that resonates with the local character while still being aesthetically pleasing. Communication around public art initiatives has historically been a challenge, with a need for clearer plans and funding discussions.

### UNIQUE COMMUNITY CHARACTERISTICS

Burleson is consistently described as a community-oriented, connected, and helpful small town, despite its growing population of 53,000 and a sales tax base equivalent to a city of 360,000. Key themes identified by stakeholders included:

- **Strong Community Pride:** Residents are passionate about their city, seeing it as distinct from Fort Worth and Dallas. They emphasize "I am from Burleson, not DFW."
- **Family-Centric:** Burleson is seen as a great place to raise a family, with excellent parks and schools being major draws.
- **Exceptional City Services:** City staff, from police to EMS, are highly regarded and have strong relationships with leadership and the community.
- **Growth and Evolution:** While historically a small community, Burleson is growing steadily, with a desire to manage this growth thoughtfully and invest in community spaces and amenities. It's becoming a destination for shopping, food, and experiences within the region.
- **Old Town and Train Heritage:** Old Town is a significant anchor for community identity and the economy, and the railroad tracks are iconic to the community and a major theme for exploration through the Public Art Program.
- **Agricultural Roots:** There's an acknowledgment of Burleson's farming town history, with a desire to keep these stories alive. Many people in the community still identify with this lifestyle even as the city grows.
- **Natural Spaces:** While development has impacted natural areas, there's an interest in cultivated landscapes and education around natural features, particularly in Burleson's parks, which are beloved of community members.





### VISION FOR PUBLIC ART

The vision for public art in Burleson is diverse but converges on several key themes:

- **Defining Identity and Culture:** A strong desire for public art to help define Burleson's unique culture and identity, moving beyond a "blank canvas." This includes reflecting the community's history, values, evolving culture, and agricultural roots.
- **Accessibility and Engagement:** Art in parks and public spaces that encourages people to be outside. Ideas include interactive art, site-specific works with natural intertwined, educational components that explain the stories behind the artwork like interpretative signage to engage the community an arts scavenger hunt.
- **Multigenerational and Multicultural:** Art programming and content that appeals to a diverse range of ages, backgrounds, tastes, and themes.
- "**Tells Our Story":** A significant emphasis on art that tells Burleson's story, whether through honoring individuals or depicting historical narratives. There's a desire for art to have meaning beyond aesthetics, less art just for "arts sake" and more as a way to connect with the broader community.
- **Creates a Destination:** Utilizing public art, especially well-lit pieces and dynamic pieces of scale, as a catalyst for bringing people to specific areas and creating landmarks within the city, similar to Fort Worth's success with the Lancaster Avenue development.
- **Specific Ideas:** Mentions of murals, utility box art programs, memorials, and potentially artist-designed play structures.

### KEY CONSIDERATIONS

Several practical and strategic considerations were raised regarding public art initiatives by leadership:

- **Funding and Sustainability:** Budget perspective and the sustainability of funding are crucial.
- **Maintenance:** Maintenance is a significant concern, particularly for murals, highlighting the need for a comprehensive plan and the incorporation of a maintenance policy and guidance for securing maintenance manuals from artists when acquiring artworks.
- **Policy and Process:** The need for clear policies and processes for public art, including:
    - MOU for private property public art in the right-of-way.
    - Clear plan language and communication channels regarding funding and implementation.
    - Defined selection processes that factor in community input.
    - Learning opportunities from past projects and measure of impact to support program success
    - Prioritization of locations and parks-specific opportunities.
    - » Definition of "publicly accessible" art.
- **Community Input and Artist Connection:** Ensuring the community factors into the selection process and fostering human-to-human connection with artists.

## Survey Results

### HOW SHOULD PUBLIC ART IN BURLESON FEEL?



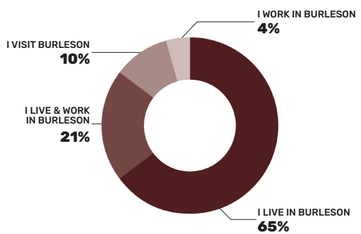

### WHAT CHARACTERISTICS, PLACES, AND/OR VALUES ARE UNIQUE OR ICONIC TO BURLESON?



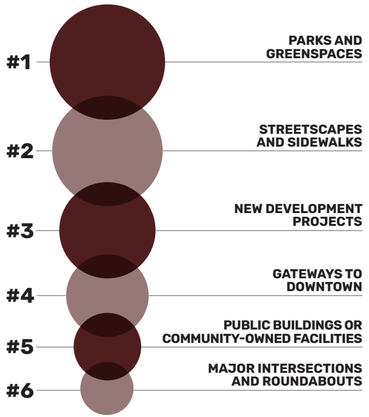

### WHAT IMPACT SHOULD PUBLIC ART HAVE?



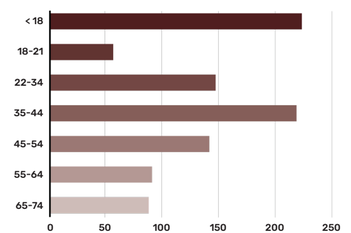

### WHAT IS YOUR RELATIONSHIP TO BURLESON?



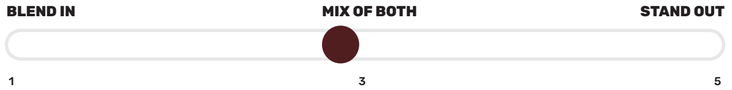

### WHERE DO YOU MOST WANT TO SEE PUBLIC ART?



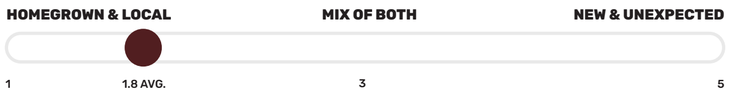

### WHAT IS YOUR AGE?



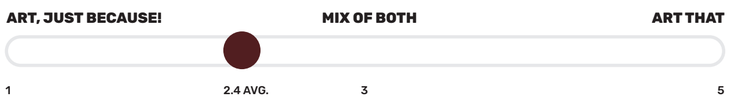

### COMPARED TO ITS NEIGHBORS, SHOULD BURLESON BLEND IN OR TRY TO STAND OUT?



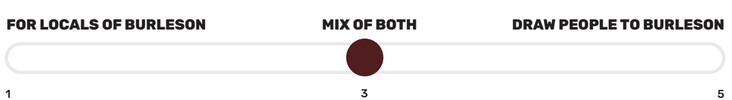

### WHEN IT COMES TO ART IN BURLESON, SHOULD IT FEEL MORE HOME GROWN AND LOCAL OR SOMETHING NEW AND UNEXPECTED?




### WHEN IT COMES TO ART IN BURLESON, SHOULD IT FEEL PURELY ARTISTIC AND CREATIVE OR SHOULD IT HAVE A MEANING BEHIND THE WORK?




### SHOULD PUBLIC ART IN BURLESON BE MORE FOR LOCALS, OR BE UTILIZED TO DRAW PEOPLE TO THE AREA (FOR SHOPPING, DINING, ETC.)?



## Survey Results

### IDENTIFY A PLACE IN THE AREA THAT MAKES YOU FEEL A SENSE OF BELONGING. WHAT ARE ITS CHARACTERISTICS?

**#1** **OLD TOWN:** THE TOP SPOT FOR BELONGING. PEOPLE LOVE IT FOR COMMUNITY EVENTS, WALKING AROUND, ITS COZY FEEL, HISTORY, ART, AND BEING FAMILY-FRIENDLY AND WELCOMING.

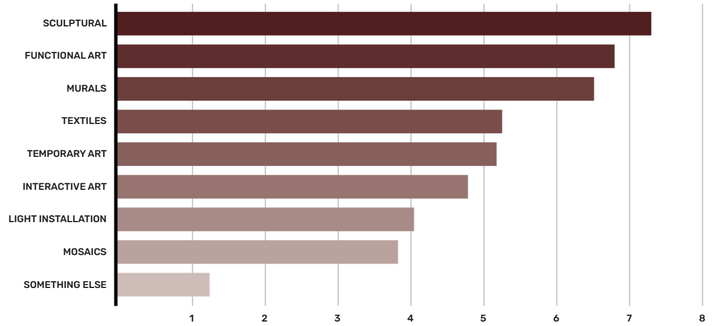
**#2** **BAILEY LAKE:** NATURE AND PEACE MAKE PEOPLE FEEL THEY BELONG. IT'S A PLACE TO CONNECT WITH NATURE AND OTHERS.

**#3** **MAYOR VERA CALVIN PLAZA/THE PLAZA:** A CENTRAL SPOT FOR COMMUNITY GATHERINGS AND FAMILY FUN.

**#4** **RUSSELL FARM ART CENTER:** A PLACE FOR ART, HISTORY, AND A WELCOMING COMMUNITY.

**#5** **THE LIBRARY:** A FRIENDLY AND HELPFUL COMMUNITY HUB FOR EVERYONE.

### WHAT TYPES OF PUBLIC ART WOULD YOU LIKE TO SEE MORE OF IN THE AREA?




## Survey Summary

1. **RESPONDENTS MOST FREQUENTLY IDENTIFIED SCULPTURAL ART, FUNCTIONAL ART, AND MURALS AS THEIR PREFERRED ART TYPOLOGIES.**

2. **THERE WAS A CLEAR DESIRE FOR PUBLIC ART TO POSITIVELY IMPACT AND ENHANCE THE BEAUTY OF SURROUNDING PUBLIC SPACES AND STREETS.**

3. **A SIGNIFICANT PORTION OF SURVEY PARTICIPANTS WERE UNDER THE AGE OF 18, INDICATING STRONG ENGAGEMENT FROM YOUNGER COMMUNITY MEMBERS.**

4. **THE SURVEY HIGHLIGHTED A STRONG SENSE OF COMMUNITY BELONGING IN BOTH THE OLD TOWN AND BAILEY LAKE AREAS.**

5. **WHEN ASKED ABOUT THE DESIRED EMOTIONAL IMPACT OF ART, THE MOST COMMON RESPONSES INCLUDED ART FEELING FUN, WELCOMING, UNIQUE, AND INSPIRING.**



# 03

# Community Vision for Public Art

## Our Vision

We envision public art enriching Burleson, serving as a constant source of discovery and civic pride. Seamlessly integrated into our public spaces, it will spark curiosity, invite dialogue, and transform these areas into inspiring places that tell our community's story – past, present, and aspirations. This will make Burleson a more beautiful, connected, and memorable place where everyone truly belongs and thrives.

### BURLESON PUBLIC ART CURATORIAL APPROACH

We value public art that:

- Brings people together, builds our collective identity, and says who we are and what we value.
- Transforms our public spaces to be even more engaging and accessible.
- Honors diversity, new people and a multiplicity of ideas.
- Connects people, ideas, and places and thereby raises our consciousness.
- Responds to our history and natural environment.
- Draws people to Burleson and is good for our local economy
- Demonstrates our friendliness, safety, small-town feel, pride-of-place, support for youth, families, and one another.
- Speaks to our collective humanity.
- Responds to the surrounding environment/site-specific.

## GOALS

**1** **CREATE PLACES THAT FOSTER MEANINGFUL CONNECTIONS**

**2** **REFLECT OUR UNIQUE CHARACTER**

**3** **CELEBRATE OUR COMMUNITY SPIRIT**

**4** **CONTRIBUTE TO OUR ECONOMIC VITALITY**



## Public Art Typologies for Burleson




### SCULPTURE

Sculptures are three-dimensional original artworks that can be made of any material that offers structural stability and durability. Sculptures are scaled to their surroundings and typically do not move from the location in which they are installed. Whether contemporary, whimsical, traditional or something more, sculptures are often the focal points of civic art. Sculptures may commemorate and celebrate our history, express civic pride, or be established as culturally defining showpieces for the town.



### ENVIRONMENTAL ART

Environmental art is any kind of outdoor public art that uses materials with a direct connection to nature, landscaping, or organic materials. Environmental art can be temporary or permanent, and its scale can vary. Its thematic context addresses environmentalism and sustainability.



### FIBER

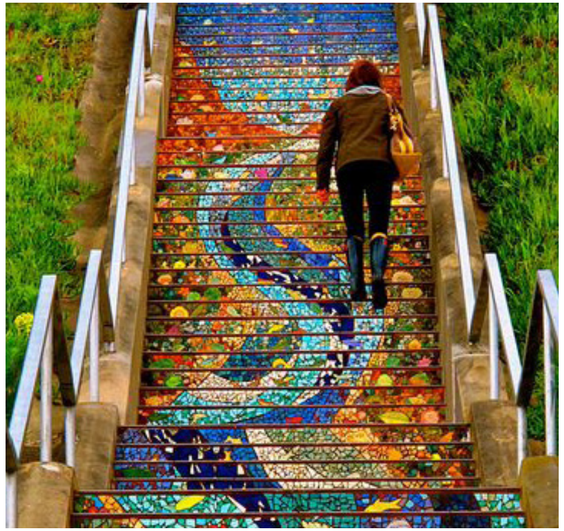
Fiber art is any kind of artwork that uses natural or synthetic fiber materials as the primary component of its overall composition. Fiber art can take the form of wall hangings, tree wraps, suspended sculptures, and beyond. Examples of fiber materials include fabric, yarn, polyurethane materials (like tarp), and mesh.



### FUNCTIONAL ART

Functional Art is ordinary infrastructure that has been reimagined and designed by an artist. Integrating unique designs into infrastructure may be an affordable and efficient way to create a major visual impact. Some possible options for functional art installations include bike racks, benches, play equipment, medians, subdivision walls, trash cans, transit stops, storm drains, manholes, monument signage, sidewalk treatments and more.

## Public Art Typologies for Burleson



### MOSAICS

Mosaics come in many shapes and sizes and include glass or ceramics. The relative flexibility of the application of mosaics responds well to many art contexts. Mosaics can be inlaid for flooring or wall elements, or they may be a component of a sculpture. Terrazzo floors can be considered as a kind of mosaic installation.



### MULTIMEDIA

Multimedia installations may combine many other art types in ways that expand the imagination. Video, lighting, sculpture, murals, and more can be combined to make multimedia installations. Multimedia installations are especially useful for temporary or pop-up installations.



### MURALS

Murals are large-scale, two-dimensional compositions that can be: 1) painted onto the surface 2) graphic reproductions printed onto vinyl that is adhered to a surface, or 3) painted onto a panel that is affixed to the building. Environmental conditions, artwork display duration, artist ability, timeline, and budget are all considerations for which mural application style is suitable for a project. While curating permanent works of art as part of the collection is important, ephemeral works such as murals allow for the exposure of many artists over a short period of time rather than a few artists over a long period of time.`



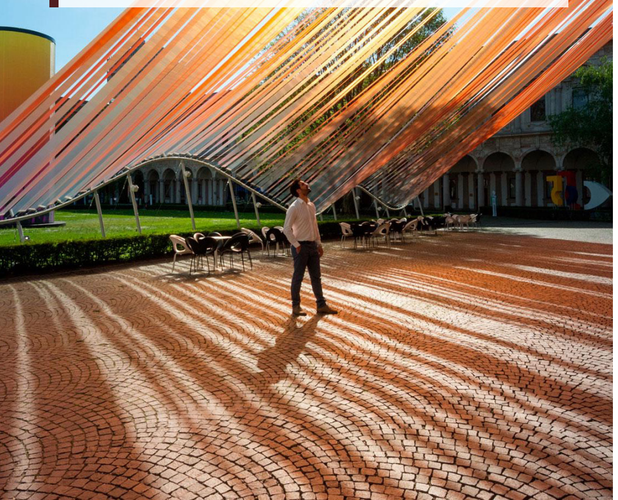
### LIGHT INSTALLATIONS

Artists use lighting in creative and interesting ways in order to manipulate the built environment with limited physical impacts. Light installations may be used on existing buildings, in parks on substantial landscape features, or as part of a larger installation of sculpture. They may be especially useful and impactful when used in infrastructure projects.

# Public Art Placement Strategies

## SINGLE-PRESENTATION PUBLIC ART PROJECTS

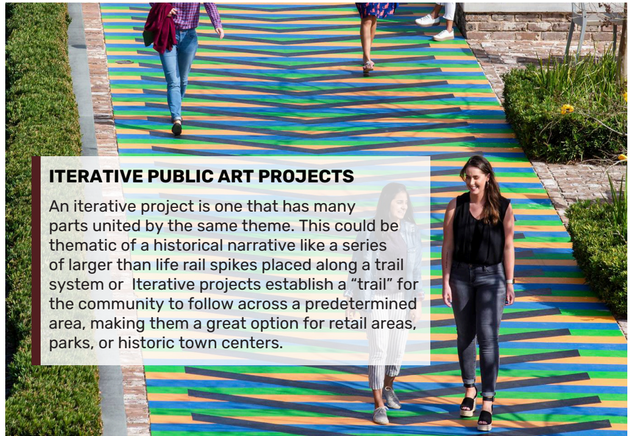
Single-presentation public art projects are those that do not repeat in multiple locations and their compositions are limited to one site. Examples of these kinds of projects include, a large-scale sculpture commissioned for a city hall lawn; a unique mural on the facade of a community center; or light installation that is engineered to complement the detailed architecture of a historic building. Single-presentation projects may be temporary, or long-term, and they are primarily characterized by their function as a landmark in public space.





## ART TRAILS + TRANSIT

Taking inspiration from the format of Iterative Public Art Programs, art that is placed along trails or integrated into a Public Transit system can shape transportation routes and provide a captivating, continuous experience for travelers. The benefits of art integrated into the mass transit experience includes increased ridership, enhanced system identity, and vandalism deterrence, in addition to an overall stimulating and engaging rider experience.



## ITERATIVE PUBLIC ART PROJECTS

An iterative project is one that has many parts united by the same theme. This could be thematic of a historical narrative like a series of larger than life rail spikes placed along a trail system or  Iterative projects establish a “trail” for the community to follow across a predetermined area, making them a great option for retail areas, parks, or historic town centers.



## POP-UP & TEMPORARY ART

Pop-up and Temporary Art are public art opportunities that exist in a community for between one day and two years. Though temporary art is not intended to live for a generation, it can have a lasting impact on a community by creating a sense of surprise and joy in unexpected places. Some ideal locations for temporary installations include construction sites, sidewalks, alleyways, parks, and temporarily empty spaces and storefronts.



Temporary art can be cost-effective and easy to execute, providing opportunities for additional artist engagement. In whatever form, its short lifespan gives energy to the space and drives excitement among the community. Temporary may also invite collaboration, be it with local schools or community groups, to rotate artwork over short periods of time.



## SITE SPECIFIC ART

Site-specific art is artwork that is aesthetically, conceptually, and/or thematically connected to the unique circumstances, culture, history, and environment of a particular site. Site-specific art can take many forms, and may be permanent or temporary. In this approach to art-making, artists extensively research the place, site, or area where the site-specific artwork will be placed. Site-specific art tells the story of a place through its surroundings, enriching the experience of the place itself.



## CONSIDERATIONS FOR PRIVATELY-OWNED PROPERTIES

In order to maintain the integrity of a public collection it is critical that public art funding is only spent on artwork that is placed in the public realm or public right-of-way as accessibility and ownership by the public is a critical component of public art.

Special considerations may be made to artwork that is placed on private property, such as a building facade, granted that the artwork 1) be clearly and directly visible from public space or the right-of-way 2) **if the art is publicly funded:** an easement be granted to the collection's governing body so that the public maintain ownership of the work 3) the work may not be integral to any private structure and would be removable whether permanently or temporarily for maintenance.

When determining whether or not a piece located on private property should be considered for the public collection it is imperative that the governing body consider all of the above as well as the long-term maintenance costs and needs associated with a work of art located on private property.

## SITE SELECTION CRITERIA

Public art should contribute to city life and people's use and enjoyment of public places, strategic site selection maximizes the impact that public art makes. The following site selection criteria is provided to guide the successful installation of public art, ensuring artworks not only enhance aesthetic appeal but also contribute meaningfully to community life. From highly trafficked pedestrian zones to welcoming community gateways and key public buildings, understanding these criteria is paramount to maximizing visibility and public accessibility, highlighting cultural and historical significance, ensuring high public engagement, and fostering strong links with other city projects.

A site or sites may be chosen for a variety of reasons including but not limited to following:

- It may be specific to a story about a person or an event for the community.
- The site may be selected for its visibility or simply because property development is offering an opportunity for public art.
- Some public art welcomes people to the city, marks a city center or provides shade and resting places in a park.
- Some are sited in high traffic areas, especially places frequented by pedestrians.
- Other common sites include:
    - Highway entrances (for welcome markers or gateways)
    - Major public buildings
    - Parks
    - Libraries
    - Neighborhood communities
    - Senior centers
    - Police
    - Fire stations
    - Central public spaces where people walk and get together.

The vision is for Burleson to be a community where Public Art is innovative, diverse, and accessible to create vibrant public spaces and meaningful connections.

Selection sites need to maximize the following objectives:

1. High visibility and public accessibility;
2. Cultural and/or historical significance to the community;
3. High response rate during the public consultation; and
4. Greater opportunity to link with other City projects (e.g. capital projects, special events)






# 04

# Process for Commissioning Artworks

## Process for Commissioning Artworks

The commissioning of new public artworks in the City of Burleson is a structured process designed to ensure artistic excellence, community benefit, and responsible use of public funds. This process is governed by the principles outlined in the Public Art Policy, emphasizing transparency and open selection methods.

### SECTION 1. PROJECT IDENTIFICATION AND PLANNING:

I. **Opportunity Identification:** City staff alongside the Public Art Advisory Board, are encouraged to identify opportunities for public art integration within Capital Improvement Projects (CIP) or other alongside city initiatives, especially in locations prioritized by the Public Art Plan (if applicable).

II. **Inclusion in Workplan:** Potential projects for commissioning are developed by the identified Public Art Coordinator in collaboration with the Public Art Advisory Board. These projects are then proposed for inclusion in the annual Public Art Program Workplan, cementing them as upcoming priorities for program implementation.

### SECTION 2. ARTIST SELECTION AND PROPOSAL DEVELOPMENT:

I. **Open Selection Process:** Generally, the City will utilize open-ended selection process to identify artwork or artists in order to acquire public art, this includes either “Call for Art,” or “Request for Qualifications (RFQs),” or “Requests for Proposals (RFPs).” A “Call for Art,” being appropriate when seeking to acquire an existing work of art, a “Request for Qualifications (RFQs),” when seeking a qualified artist(s) to create a new work of art, or “Requests for Proposals (RFPs),” when budget allows to pay artist a fee for providing a concept to select from prior to final artwork selection, the RFP may be preceded by a RFQ.

II. **The Role of the Public Art Advisory Board:** The Public Art Advisory Board plays a crucial advisory role in this stage, providing recommendations on the formation and composition of artist selection juries, as well as the overall artist selection process. They will also advise on the proposed commission and placement of artworks.

III. **Concept Design and Proposals:** Funds may be allocated for concept designs such as renderings and maquettes (models) as part of the artist selection process, allowing for the provision of clearer understanding of the proposed artwork prior to final artwork selection by the Advisory Board or jury.




### SECTION 3. FUNDING AND APPROVAL:

I. **Budgeting and Presentation:** The assigned Public Art Coordinator is responsible for presenting a public art update as part of the City’s regular budget process to the City Council, ensuring that proposed commissions are financially viable.

II. **Funding Allocation:** Public art funds are designated to cover costs associated with commissioning, including:

III. Calls for Entry, RFQs/RFPs, concept designs, maquettes, juror stipends, and other competition-related costs.

IV. Artist fees, including travel stipends and related expenses.

V. Artwork fabrication and installation, as well as site preparation and cleanup.

VI. City Council Approval: As the community’s elected officials, the Mayor and City Council members are ultimately responsible for the outcomes of the Public Art Program, including the final approval of commissioned artworks.

### SECTION 4. CONTRACT AND ACCESSION:

I. **Formal Agreement:** If a commissioning proposal is accepted, a formal contract will be negotiated. This agreement will clearly outline the responsibilities of all parties involved, including the City, the artist, sponsors (if applicable), and any outside contractors. It will address critical aspects such as project funding, insurance, siting, installation, ongoing operations and maintenance, vandalism, rights of removal or transfer, and public safety.

II. **Ownership and Copyright:** Upon completion and installation, the City of Burleson will become the sole owner of the artwork, reserving the right to remove or alter the work for public safety or other city concerns, while upholding copyright law and the Visual Artists Rights Act of 1990 (17 U.S.C. § 106A).

III. **Accession:** The completed and installed artwork will be formally accessioned into the City’s Public Art Collection, added to the City’s inventory list, and included in the city’s database with all accompanying documentation.





# 05

## Foundation for the Future

## Foundation for the Future

### STEP 1: BUILD THE PROGRAM STRUCTURE

1. Adopt the Revised Public Art Policy
2. Staff the Public Art Program

### STEP 2: STAFF THE PROGRAM

The City Manager will determine appropriate staffing structure to oversee citywide public art activities and manage the Public Art Program. Additional staff resources or outside consultants may be required to assist in implementing projects, particularly those of a larger scale. Responsibilities include:

1. Work with various City Manager's Offices to develop potential projects for inclusion in the Program Update.
2. Coordination with other city planning efforts.
3. Present a public art update as part of the City's regular budget process to the City Council.
4. Coordinate and manage the Advisory Board and its quarterly meetings
5. Coordinate with Advisory Board to ascertain advice on any matter pertaining to public art, including:
    - » Preparing and presenting the public art update to the Advisory Board, the Commission, and City Council;
    - » Artist selection juries and process;
    - » Purchase of artworks;
    - » Commission and placement of artworks; and




### STEP 3: FORMALIZE THE PUBLIC ART ADVISORY BOARD

The proposed Public Art Advisory Board serves as a community-member advisory body, working in close partnership with the City of Burleson's staff, City Council, and the Mayor to guide the Public Art Program. As an advisory board to the Parks and Recreation Board, its primary function is to guide plan implementation priorities and provide final recommendations on matters pertaining to the City's Public Art Collection, especially when the City is funding the creation or acquisition of new artwork in public spaces. This collaborative structure ensures that artistic vision, alongside broader community perspectives, are integrated into the decision-making process for public art initiatives within city functions.

Key responsibilities of the Public Art Advisory Board include:

1. The Board acts principally in an advisory capacity to Burleson staff on all aspects of public art.
2. It advises and makes recommendations regarding artist selection juries and the overall artist selection process.
3. The Board provides recommendations for the commissioning and strategic placement of artworks throughout the city.
4. It advises on the ongoing maintenance and, when necessary, the removal of artworks from the collection.
5. The Board is committed to promoting public awareness, access, and appreciation of public art for the City of Burleson.
6. It assists in facilitating administrative duties required for the effective operation of the Public Art Program.
7. Critically, this board only advises on matters pertaining to the publicly-owned collection, meaning artworks owned by the City of Burleson per the Public Art Policy.



## Foundation for the Future

### STEP 4: EXPLORE EXPANDED PROGRAM FUNDING

Explore the adoption of a Percent-for-Art in Private Development

To relieve pressure on the existing Hotel/Motel Tax as the sole mechanism for procuring public art, a Percent-for-Art in Private Development program should be explored.

Such programs operate on the basis that development projects should respond to the distinctive characteristics of the community they are proposed within, and that public art is for the mutual enjoyment of the wider community and supports a thriving local economy and promotes cultural tourism and therefore development pressures should be leveraged for the public benefit.

Common approaches to percent for art in private development includes a fee-based model of 1% of total construction cost when placed within the development and 0.80% when paid into an arts fund for the city to disperse and manage. Percent-for-art in private development can be incentivized, or mandated.

Communities in Texas with mandated Percent-for-Art in Private Development include:

- **Nolanville, TX:** Adopted through an ordinance which explicitly requires a 1% set-aside for public art enhancement within each private development over $250,000, with options for on-site art or a 0.5% deposit into a Public Art Fund.

Communities in Texas with incentivized Percent-for-Art in Private Development include:

- **Denton, TX:** Tax abatements are offered to developers for the inclusion of art enhancements within the development, eligible projects may receive up to an additional 5% tax abatement under the condition that at least 50% of the value of this additional tax abatement must be committed by the applicant specifically to public art.

Key considerations:

- This would not be a requirement of any affordable housing project
- Developers would be allowed to contribute to the community arts fund in lieu of installing and maintaining artwork within their development

Additional Opportunities for Program Funding

- State & Federal Grant Programs
- Additional Grant Programs such as those managed by foundations, NGOs, and private entities

*While this plan identifies potential funding sources for exploration, the nature of funding is always changing and will ultimately be dedicated based on the market, policy maker discretion, and within the resources are available over a given period.*



## Step 5: Commission Artwork & Programs

### INSTALL THE BURLESON BARN QUILTS

The highest priority program implementation recommendations is the installation of the Barn Quilts completed as part of this planning process. The city should work with local institutions and with other city departments to identify both private and public opportunities to implement these pieces.



| TIMING | RECOMMENDED BUDGET |
|---|---|
| Immediately | N/A |
| IMPACT | |
| ●●●○○ | |

## Step 5: Commission Artwork & Programs

### COMMISSION A SITE-SPECIFIC ARTWORK IN OLD TOWN

The city of Burleson should work to select an artist with the qualifications and experience necessary to design and fabricate an iconic, site-specific work in Old Town. An artist to create an iconic piece of art explicitly designed for a particular location within Burleson's historic Old Town district. The artwork would be conceived to respond to the specific history, architecture, or character of its chosen site, enhancing its unique identity and providing a landmark or point of cultural interest for residents and visitors.




| TIMING | RECOMMENDED BUDGET |
|---|---|
| 3-5 Years | $100,000 - $300,000 |
| IMPACT | |
| ●●●●● | |

### DEVELOP A MURAL PROGRAM

This involves establishing a comprehensive framework for creating murals across the city. This step would include defining guidelines for artist selection, site identification, community engagement, funding mechanisms, and maintenance protocols, ensuring a cohesive and sustainable approach to integrating large-scale painted artworks into the urban landscape.




| TIMING | RECOMMENDED BUDGET |
|---|---|
| 2-4 Years | $25,000 - $40,000 annually |
| IMPACT | |
| ●●●●○ | |

### SPECIFIC OPPORTUNITIES

- **Complete the Mural at Bailey Lake:** This step signifies the final stages of a specific mural project located at Bailey Lake, likely involving the last phases of painting, sealing, and potentially unveiling.
- **Old Town Murals:** This refers to the initiative to enhance the visual appeal and cultural narrative of the Old Town district through the strategic addition of multiple murals.
- **Stormwater Drain Painting:** This artistic endeavor involves painting murals or designs directly onto stormwater drains and the surrounding concrete.

## Step 5: Commission Artwork & Programs

### EXPLORE TACTICAL ART PROGRAMMING OPTIONS

This step focuses on investigating and planning for temporary, low-cost, and community-driven art interventions. Tactical art aims to quickly transform public spaces, activate underutilized areas, or address specific community needs through pop-up installations, performances, or interactive projects, fostering engagement and testing ideas for more permanent changes.




| TIMING | RECOMMENDED BUDGET |
|---|---|
| 1-3 Years | $25,000 - $50,000 annually |
| IMPACT | |
| ●●●○○ | |

### SPECIFIC OPPORTUNITIES

- **Utility Box Coverings:** Utility box programs are common initiatives to transform mundane and often unsightly utility boxes into public art installations.
- **Beautification of Medians and Roundabouts:** Art interventions within the streetscape may involve integrating sculptures, artist-designed landscape enhancements and/or lighting elements.
- **Functional Art Furnishings** The Parks and Recreation department should consider commissioning or acquiring functional urban furniture that has been designed in collaboration with artists.

### CREATE A CITY-WIDE ART TRAIL

This project should be a connected series of artist-designed works across the city transforming ordinary places into an exploratory series. This initiative aims to invite discovery, promote exploration of community space, and provide a cohesive experience for residents and visitors. This project could specifically explore a community specific theme or narrative across the works, not unlike the barn quilts. This project could include a published guide or interactive webpage, potentially supported by signage or wayfinding.



| TIMING | RECOMMENDED BUDGET |
|---|---|
| 5-7 Years | $150,000 - $300,000 |
| IMPACT | |
| ●●●●● | |

## Step 5: Commission Artwork & Programs

### DEVELOP AN EDUCATIONAL OUTREACH PROGRAM

The City of Burleson should specifically work with local schools and higher education institutions locally, alongside local artists and collectives like Russell Art Farms to bring participatory arts programs to the community. This program would in involve designing and implementing initiatives to engage the community, particularly youth, with art. This could include workshops, guided tours, artist talks, or curriculum materials, aiming to foster appreciation for art, encourage creative expression, and inform residents about the public art collection and its benefits.



| TIMING | RECOMMENDED BUDGET |
|---|---|
| 2-4 Years | $5,000 - $15,000 annually |
| IMPACT | |
| ●●●○○ | |

### COMMISSION AN ARTIST-DESIGNED PARK EXPERIENCE

This involves selecting an artist or artist team to conceptualize and realize a holistic artistic intervention within a specific park space. This project should prioritize concepts that either integrates art into the natural landscape, includes natural features as part of the artwork, or creates a new play experience ideated by an artist for the community, creating an immersive and cohesive artistic environment that enhances the overall park visitor experience.




| TIMING | RECOMMENDED BUDGET |
|---|---|
| 5-7 Years | $250,000 - $1,000,000 |
| IMPACT | |
| ●●●●○ | |

## Critical Impact Areas

The City of Burleson should consider ways to track and measure program success. Specific opportunities to collect information on the impact of the public art program include:

### COMMUNITY ENGAGEMENT AND IMPACT:

- **Public Feedback and Satisfaction:** Include the public art program in any upcoming community surveys. Report findings in the annual public art update to City Council, where available.
- **Participation Rates:** Measure attendance at public art dedication ceremonies, art walks, and community engagement workshops related to public art projects.
- **Public Response Rates:** Monitor the participation in surveys or public forums for specific art projects to track the response rate and community interest in the program over time.
- **Educational Outreach:** Keep track of the number of school groups or community organizations involved in activities related to public art program, set goals annually to increase and diversify participation rates.



### COLLECTION QUALITY AND GROWTH:

- **Number of Accessioned Artworks:** Track the annual number of new artworks and the overall investment in the Public Art Collection through commissions and accepted donations.
- **Diversity of Collection:** Assess the diversity of artists and arts typologies represented, including local, national, emerging, and established individuals from various backgrounds. Evaluate the art forms such as sculpture, mural, functional, and environmental pieces, along with the themes in the collection.
- **Condition Assessments:** Implement a regular schedule for assessing the physical condition of artworks, ideally an annual assessment by city staff and a conservator's report every 5 years. Keep maintenance logs, track repairs, and evaluate the overall state of the collection annually to ensure a high-quality, city-owned collection.
- **Lifespan Achievement:** Monitor whether artworks are meeting their expected temporary, short-term, medium-term, or long-term lifespans outlined in the maintenance manuals provided by artists.

## Critical Impact Areas

### VISUAL ENHANCEMENT AND PLACEMAKING:

- **Visibility and Accessibility:** Consider the use of foot traffic counters or geofencing technology in areas around public art installations to measure increases in pedestrian activity following the installation of an artwork.
- **Linkage to Other City Projects:** Track the number of public art projects successfully integrated with capital projects or city initiatives to assess the programs success in integrating with other city functions.
- **Cultural and Historical Significance:** Document how new artworks contribute to or reflect the cultural or historical importance to the community, possibly through narrative descriptions or community feedback about their relevance, consider publishing a landing page that community members can explore to learn more about the collection.
- **Perceived Vibrancy:** Consider a 5-year survey check-point with the community on the public art collection to gather sentiments on the public collection and the perceived quality of life value, it may also be a good juncture to gathering input on near-term priorities for the collection.



### PROGRAM EFFICIENCY AND COMPLIANCE:

- **Budget Adherence:** Monitor the program's adherence to its allocated budget for acquisitions, maintenance, and administrative costs.
- **Project Timeliness:** Track the completion rates of commissioned projects and evaluate the efficiency of the donation and accession processes against planned timelines.
- **Policy Adherence:** Review compliance with established procedures for artist selection, donation acceptance, deaccessioning, and collection management.
- **Staff Workload:** Periodically review staff workload related to the Public Art Program to ensure that the staff can efficiently handle their responsibilities.






# 06
## Appendices

## Public Art Frequently Asked Questions

This section responds to some of the most commonly asked questions regarding public art programs.

### QUESTION 1: WHY DOES BURLESON NEED A PUBLIC ART POLICY?

This Public Art Policy for the City of Burleson outlines a comprehensive framework for establishing and managing a robust public art program. It details the roles and responsibilities of various stakeholders, including the Mayor, City Council, Public Art Advisory Board, and City staff, in guiding public art initiatives. The policy also establishes clear guidelines for collection management, covering the acquisition of artworks through both commission and donation, alongside criteria for decommissioning. Crucially, it defines key terms related to public art, from “artist” and “mural” to different “life spans” for artworks, ensuring clarity and consistency. The policy further addresses specific procedures for donations and the display of art on loan or temporary display, including detailed requirements for agreements, costs, installation, and insurance, all while upholding the city’s right to manage its collection effectively for public safety and benefit.




### QUESTION 2: WHAT DOES THE PUBLIC ART POLICY DO? HOW IS IT DIFFERENT FROM THE PUBLIC ART PLAN?

The Public Art Policy establishes the fundamental rules, principles, and definitions governing the city’s public art program, acting as a stable framework that outlines roles, responsibilities, and procedures for collection management and acquisition. In contrast, the Public Art Plan is a more dynamic, strategic document that details the specific vision, goals, and implementation strategies for the program, including recommendations and action items for building the public art program, funding strategies, projects ideas, and community engagement approaches, essentially translating the policy’s guiding principles into actionable projects and initiatives for the City of Burleson to implement.



## Public Art Frequently Asked Questions

### QUESTION 3: WHO SELECTS THE PUBLIC ART IN BURLESON?

Artwork Selection is a multi-step process, first a site is identified by city staff in collaboration with the Public Art Advisory Board and included in the Public Art Workplan. Next, either a “Call for Art,” “Request for Proposals,” or “Request for Qualification” is publicly-published. An advisory board is then formed or identified, this selection board may be the Public Art Advisory Board (for artworks under $50,000) or an ad hoc committee formed for a specific artwork selection, this may include members representing specific groups or perspectives when appropriate for the artwork, for example a member of the local historic society when artwork is intended to be placed in a historic neighborhood.

The board then reviews the proposals or qualification of the artists and makes a recommendation for artwork or artist selection onto the Public Art Advisory Board, who approves this selection for referral onto City Council. City Council has ultimate responsibility for the program, including the approval of final artwork selection. For artworks under $50,000, the Public Art Advisory Board may select the artwork for referral onto City Council.



### QUESTION 4: WHAT IS CONSIDERED “PUBLIC ART” UNDER THE PUBLIC ART POLICY?

“Public Art” broadly includes sculpture, paintings, murals, graphic arts, photography, crafts, mixed-media, functional art (like street furniture), and environmental art (landforms, artistic landscapes). It specifically excludes mass-produced items, traditional architectural or landscape elements, commercial advertising, or art displaying slogans/logos unless part of a defined gateway sculpture.

The policy also specifically governs publicly-owned works of art or art placed on public property. Privately commissioned or acquired works, placed on private property are not policed by this process, however, this policy is available for reference by private parties, such as developers, who wish to acquire artwork for their properties.



## Public Art Frequently Asked Questions

### QUESTION 5: WHAT CAN PUBLIC ART FUNDS BE USED FOR?

- Costs associated with “Calls for Entry,” “Requests for Qualifications (RFQs),” and “Requests for Proposals (RFPs)” to solicit artist submissions.
- Funding for payment for concept designs and maquettes (small models) as part of the artist selection process.
- Stipends for jurors involved in artist selection.
- Other costs related to competitions and commissions.
- Artist fees, including travel stipends and related expenses.
- Artwork fabrication and installation.
- Site preparation and cleanup necessary for the artwork.
- Acquisition of existing works of art.
- Relocation of both existing and newly commissioned works of art.
- Required permits and insurance during the fabrication and installation phases of artwork.

**Funds may NOT be used for:**

- Mass-produced work, with the exception of limited editions controlled by the artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by a project’s architect or other designer.
- Routine maintenance, conservation, repair, or restoration, exceeding more than 10% of the annual budget.
- Purchase of existing works of art that does not follow the outlined selection process in the Public Art Policy.



### QUESTION 6: HOW CAN PUBLIC ART BE DONATED TO THE CITY OF BURLESON?

First, the donation must meet the definition of public art, meaning:

**Public art**, when used herein, shall mean any of the following: sculpture, statues or monuments in any material or combination of materials; painting; murals; graphic arts including printmaking and drawing; photography; crafts in clay, fiber and textiles, wood, metal, plastics, glass and other materials; mixed-media, any combination of forms or media, including collage; functional art such as street furniture, as defined by the City of Burleson Public Art Program; environmental art consisting of landforms and artistic landscape composition.

### WHAT IS NOT PUBLIC ART

The term “Public Art” does not include reproductions by mechanical or other means of original works of art, except for limited editions, controlled by the artist, of original prints, cast sculptures, photographs or other works of art; decorative, ornamental, or functional elements which are designed by the building architect or consultants engaged by the architect which are a traditional and typical element of architectural design; elements generally considered to be conventional components of a landscape architectural design including, but not limited to, plant materials, pools, paths, benches, receptacles, fixtures and planters except street furniture as defined by the City of Burleson Public Art Program and environmental art consisting of landforms and artistic landscape composition; “Art objects” which are mass produced or of a standard design, such as playground statues or fountains, except pieces of historical significance to the city; directional or other functional elements, such as supergraphics, signage, color coding and maps, except where sculptural pieces are used to define gateways in the city; electrical, water or mechanical service for activation of the work; exhibitions and educational programs related to the work; performing arts; and art that displays slogans, logos, mascots or commercial advertising.

If the work does not meet the above definition, then other city policies may apply but it does not qualify for acceptance into the city’s public art collection. If it does meet the definition for public art, then the following process applies:

1. A Donation Proposal (requirements specified in the Public Art Policy)
2. A Maintenance Plan detailing the artwork’s lifespan, routine cleaning protocols, long-range care, material specifications, guarantee against workmanship failures, and the assignment of manufacturer/fabricator warranties to the City where applicable. This would also include a plan to fund and deliver ongoing operations and maintenance, or the resolution accepting the art must identify how maintenance will be funded. This may identify publicly available funds or a private contribution to the works ongoing maintenance, the Public Art Advisory Board will review this approval to ensure the proposed artwork can be sustainably maintained within the proposed funding structure.
3. Review Process: Following a positive initial review by a City employee, the Public Art Advisory Board will evaluate the donation request. They determine the appropriateness of the donation based on established criteria and provide a final recommendation to the City Council. The City then assesses if the donation is in the community’s best interest and aligns with City goals, laws, policies, ordinances, and resolutions as well as the Burleson Public Art Plan in addition to being appropriate for the characteristics site it is proposed to be integrated within
4. Artwork Acceptance and Accession: Following a successful evaluation by city staff, the Public Art Advisory Board, and City Council, the artwork may then be accessed into the public art collection and sited for installation.

## Appendix: Public Art Policy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# Appendix: Public Art Policy

## INTRODUCTION

To establish a strong Public Art Program, the City of Burleson will adopt the following policies, which includes the following sections: Roles & Responsibilities; Collection Management; Program Update; Use of Funds; Public Art Acquisition; [Option A or B for murals].

## DEFINITIONS

For these policies, the following terms, phrases, words, and their derivation shall have the meaning given herein:

- **Accession**, when used herein, shall mean a procedure for the acceptance of artwork into the Public Art Collection.
- **City of Burleson Mural Program**, when used herein, shall mean a program facilitated by staff of the City of Burleson to support the production of privately-commissioned murals to be installed on privately-owned property.
- **Artist**, when used herein, shall mean an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, public performances, past public commissions, sale of works, exhibition record, publications, and/or production of artwork. The members of the architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by these policies shall not be considered artists for the purposes of these policies.
- **City**, when used herein, shall mean the City of Burleson, Texas.
- **Creative amenity**, when used herein, shall mean non-standardized enhancements made to public space.
- **Deaccession**, when used herein, shall mean a procedure for the withdrawal of artwork from the permanent collection and the determination of its future disposition.
- Historic or civic objects, when used herein, shall mean an object that is historically or civically significant.
- **Life Spans**
  - Temporary: 0-2 years
  - Short term: 2-10 years
  - Medium term 10-25 years
  - Long term 25+ years
- **Mural**, when used herein, means a large-scale artwork, painting, or mosaic, applied to or mounted directly to an exterior surface of a building, construction fence or other structure and that is visible from the public right-of-way. Its primary intent is to be artistic in nature, rather than purely information, creative signage and commercial signage.
- **Public Art Collection or Collection**, when used herein, shall mean art objects owned by the City of Burleson, Texas, its agencies and authorities. Permanent Public Art must be located in a public place with public visibility, accessibility, and impact and shall have a permanence comparable to associated capital projects.
- **Public Art COORDINATOR or COORDINATOR**, when used herein, shall mean the Public Art Program Coordinator as determined by the City of Burleson.
- **Public Art Program**, when used herein, shall mean the Public Art Program of the City of Burleson, Texas. The Public Art Program intends to promote private and public programs to further the development and public awareness of, and interest in, the visual arts and fine crafts and encourage the integration of art into the architecture of municipal structures and commercial development projects in the City.
- **Committee,** when used herein, shall mean a COMMITTEE of the Advisory Committee advising on matters pertaining to the City of Burleson's Public Art Collection when the City is funding the creation or acquisition of new artwork in public spaces. The COMMITTEE is committed to promoting awareness, access, and appreciation of public art for the City of Burleson. The COMMITTEE also provides recommendations for public art placement in the City of Burleson and facilitates administrative duties required for the Public Art Program
- **Public art**, when used herein, shall mean any of the following: sculpture, statues or monuments in any material or combination of materials; painting; murals; graphic arts including printmaking and drawing; photography; crafts in clay, fiber and textiles, wood, metal, plastics, glass and other materials; mixed-media, any combination of forms or media, including collage; functional art such as street furniture, as defined by the City of Burleson Public Art Program; environmental art consisting of landforms and artistic landscape composition
- The term "Public Art" does not include reproductions by mechanical or other means of original works of art, except for limited editions, controlled by the artist, of original prints, cast sculptures, photographs or other works of art; decorative, ornamental, or functional elements which are designed by the building architect or consultants engaged by the architect which are a traditional and typical element of architectural design; elements generally considered to be conventional components of a landscape architectural design including, but not limited to, plant materials, pools, paths, benches, receptacles, fixtures and planters except street furniture as defined by the City of Burleson Public Art Program and environmental art consisting of landforms and artistic landscape composition; "Art objects" which are mass produced or of a standard design, such as playground sculpture or fountains, except pieces of historical significance to the city; directional or other functional elements, such as supergraphics, signage, color coding and maps, except where sculptural pieces are used to define gateways in the city; electrical, water or mechanical service for activation of the work; exhibitions and educational programs related to the work; performing arts; and art that displays slogans, logos, mascots or commercial advertising.
- **Public Art Public Art Policy or Public Art Policy**, when used herein, shall mean the policies recommended by the City Manager and approved by the City Council for the administration of the Public Art Plan. The Public Art Public Art Policy and any amendments thereto shall take effect forty-five (45) days after approval by the City Council.
- **Public Art Plan** or **Plan** when used herein shall mean the Public Art Plan of the City of Burleson, Texax that pertains to public art and culture, as it exists or may be amended. The Plan shall provide a process for the systematic selection and acquisition of pieces of artwork and locations of art to be included in public spaces.
- **Public space**, when used herein, shall mean any area or property (public or private) which is accessible or visible to the general public a minimum of 8 hours per business day.
- **Publicly-owned land**, when used herein, shall mean any land open to the public and managed by the City of Burleson, Texas.
- **Public Art Program Workplan**, when used herein, shall mean a document that outlines projects that are in-progress and will be initiated in coming fiscal years.
- **Relocation**, when used herein, shall mean a procedure for the movement of an artwork from one location to another.

## ROLES AND RESPONSIBILITIES

The City of Burleson Parks and Recreation Office shall administer the Public Art Program in partnership with other departments. Day-to-day responsibility for the program will ultimately reside with the Public Art Coordinator, and are outlined below in the Public Art Public Art Policy. The Public Art Coordinator may be a City staff member or an outside consultant and have an oversight role for all of the public art projects executed within the city. The Public Art Coordinator will collaborate with City staff or outside contractors to execute projects.

## CITY OF BURLESON MAYOR & CITY COUNCIL

The City of Burleson City Council has adopted Ord. [ ], establishing the City of Burleson Public Art Program. As the community's elected officials, the Mayor and Council members are ultimately responsible for the outcomes of the Public Art Program.

## PUBLIC SPACES AND CULTURAL HERITAGE COMMITTEE

The Burleson Public Spaces and Cultural Heritage Committee is an ADVISORY committee. Advising on matters pertaining to the City of Burleson's Public Art Collection when the City is funding the creation or acquisition of new artwork in public space, as defined above.

# Appendix: Public Art Policy

The Public Spaces and Cultural Heritage Committee has the following responsibilities:

1. Act principally in an advisory capacity to Burleson staff in any matter pertaining to public art.
2. Advise and make recommendations to city staff pertaining to, among other things, artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.

Any member serving on the Committee is ineligible for a public art project by the City of Burleson during their membership and for an entire year following.

### PUBLIC ART ADVISORY BOARD

The Burleson Public Art Board is an ADVISORY BOARD of the Parks and Recreation Board advising on matters pertaining to the City of Burleson's Public Art Collection when the City is funding the creation or acquisition of new artwork in public space, as defined above.

The following qualifications should be considered when appointing the members of the Advisory Board. At a minimum, three of the five should be Burleson residents:

1. One or more artists;
2. One or more arts professionals;
3. One member of the Advisory Board; and/or
4. One design professional.
5. One member of the Racial Equity Advisory Committee.

The Board consists of up to seven (7), but no fewer than three (3) members and is chaired by a COMMISSIONER.

The Public Art Board has the following responsibilities:

1. Act principally in an advisory capacity to Burleson staff in any matter pertaining to public art.
2. Advise and make recommendations to city staff pertaining to, among other things, artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.

Any member serving on the Advisory Board is ineligible for a public art project by the City of Burleson during their membership and for an entire year following.

### PUBLIC ART PROGRAM COORDINATOR (COORDINATOR)

The City Manager will determine appropriate staffing structure to oversee citywide public art activities and manage the Public Art Program. Additional staff resources or outside consultants may be required to assist in implementing projects, particularly those of a larger scale. A consultant may serve in the coordinator capacity or as a curator for art programming. Responsibilities include:

1. Work with various City Manager's Offices to develop potential projects for inclusion in the Program Update.
2. Coordination with other city planning efforts.
3. Present a public art update as part of the City's regular budget process to the City Council.
4. Coordinate and manage the Advisory Board and its quarterly meetings
5. Coordinate with Advisory Board to ascertain advice on any matter pertaining to public art, including:
    a. preparing and presenting the public art update to the Advisory Committee, and City Council;
    b. artist selection juries and process;
    c. purchase of artworks;
    d. commission and placement of artworks; and
    e. public art programming;
6. Coordinate the hiring of an outside consultant or agency to administer public art projects as needed.
7. Ensure various city City Manager's Offices are following the City's Public Art Public Art Policy.

### CITY STAFF

City staff members, particularly City Manager's Office heads, should look for opportunities to include public art in capital improvement projects (CIP) throughout the city, particularly in locations identified as priorities in this plan. Overall public art responsibilities include:

1. Explore opportunities to include public art in existing CIP projects.
2. Coordinate with the Manager for inclusion of projects within the Program Update and report.

### COLLECTION MANAGEMENT

The City of Burleson acquires artworks by commission and donation. Processes for these acquisitions are dictated by the Public Art Ordinance and the Acquisition and Donation sections found in this section. Artwork acquired through these processes are considered to have been accessioned into the City's Public Art Collection. They must be cared for in accordance with the policies and Procedure for Maintenance and the Collection Management policies. Artwork in the City's possession that were acquired outside of or before these policies may not be accessioned pieces of the Public Art Collection and thus may not be subject to the Collection Management policies. These policies only apply to artworks formally accessioned into the City of Burleson Public Art Collection, in accordance with the processes set forth in this document. The Collection Management policies are intended to maintain the value of the City's Public Art Collection and guard against the arbitrary disposal of any of its pieces.

**Objectives**

- Maintain a Collection management program that results in a high-quality, city-owned Collection;
- Eliminate artwork that is unsafe, not repairable, or no longer meets the needs of the City of Burleson;
- Respect the creative rights of artists; and
- Support an efficient workload for staff.

### DONATIONS

Requests to donate artwork to the City may be considered on a case-by-case basis, where the City has established in advance, and publicized, a need, project, or location in which an art donation may be included. Requests for consideration shall be made to the Public Art Coordinator The City has no obligation to accept a proposed Donation.

### DONATION REQUIREMENTS

The City will consider donations on the following basis:

- The donation contributes to and enhances the City's Collection;
- The donation meets a high standard of quality and is appropriate and meaningful to the community;
- The donation follows required City procedures, including the submission of a Donation Proposal and a Maintenance Plan. Donation Proposal requirements are included in these policies. The requirements for the Maintenance Plan can be found in Procedure for Maintenance policies below;
- The donation proposal includes a plan to fund and deliver ongoing operations and maintenance – or the resolution accepting the public art must identify how maintenance will be funded; and
- The donation proposal is reviewed and endorsed by the Advisory Board and approved by the City of Burleson.

The City will not accept a donation of artwork until all funds for development, fabrication, siting, and installation have been secured. The City will consider the following types of donation proposals for artworks for City-owned property:

- An already completed artwork; or
- A commissioned artwork by a specific artist or artists to be created especially for City-owned property.

### DONATION PROPOSAL PROCEDURES AND REVIEW PROCESS

Formal requests to donate artwork to the City of Burleson are made to the Public Art Coordinator.

1. The donor shall complete an Art Donation Agreement Application (donor form) and submit the form to the Public Art Coordinator.
2. Following a positive initial review by a City employee designated by the City Manager, the City will contact the Advisory Board, which will evaluate the donation request to determine the appropriateness of the donation as measured by approval criteria and provide a written recommendation to the City Council.
3. The City will then determine whether the donation is in the City's best interest and is consistent with the City's goals and applicable City laws, policies, Ordinances, and Resolutions.

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4. The City will notify the donor in writing, identifying final conditions if approval is granted.

**OWNERSHIP**

Once the City accepts a gift, the City shall be the sole owner of the donated item and will have the right, in its sole and absolute discretion, to deaccession any donated item without providing notice to or obtaining the donor's consent.

**CRITERIA FOR EVALUATION**

Elements will include, but will not be limited to, the following:

1. **City-owned Property** – Donated public art must be suitable for public display on City-owned or City-managed property;
2. **Relevance and Site Context** – Works of art must be appropriate for the proposed location and its surroundings and/or complement the architecture, topography, history, and social dynamic of the location in which it is placed. Proposed public art should also align with the goals of the Public Art Plan;
3. **Artist and Artwork Quality** – The artist demonstrates the ability and potential to execute the proposed public art based on previous artistic achievement and experience. Duplication of work will also be considered. The public art must enhance the City's Collection;
4. **Physical Durability** – The public art will be assessed for long term durability against theft, vandalism, and weather;
5. **Public Safety and Liability** – The public art will be assessed for any public safety concerns, as well as for any potential liabilities for the City;
6. **Sustainability** – Consideration will be given to the environmental impact and sustainability of the proposed public art , including its operations and maintenance requirements/costs; and
7. **Legal** – Proposed terms of donation, legal title, copyright authenticity, artist's right to reproduce, liability, and other issues as deemed appropriate will be considered.
8. **Originality** - Works of art should be an original design unless it is decided that the work will enhance and complement the character of the surrounding area.
9. **Compliance with Sign Code** - Proposed public art should feature no copy, lettering, symbols, or any references directly promoting any product, business, or service unless such images are discreet and do not detract from the public art. Sponsor and artist names may be incorporated in murals but should be discreet and not exceed 5% of the design.
10. **Supporting Costs** - The City's preference is for donors and loaners to provide financial support for public art projects. Donations and loans are an important tool for growing the public arts in the City of Burleson and they foster civic pride by providing people and businesses the opportunity to shape the public environment. Projects should identify sponsorship. All requests for use of City funds for production, siting, installation or ongoing operations and maintenance of the work must be approved by City Council.
11. **Installation and Maintenance** - Any applicant for public art should present a reasonable plan to install and remove (or preserve) the work. The maintenance plan agreed upon between the artist, business owner, and/or property owner should adequately make arrangements to preserve and, if necessary, restore the quality of work during its exhibition. Elements of a thorough maintenance plan would include:
    i. Lifespan of public art and prognosis of durability in consideration of that lifespan.
    ii. Routine cleaning protocols, methods, cleaning agents, and frequency.
    iii. Itemization of long-range considerations and care, highlighting maintenance and the anticipated need for periodic conservation treatment or repairs.
    iv. Specifications of materials used in fabrication.
    v. Guarantee against failures of workmanship over an agreed upon period of time.
    vi. Assignment of manufacturers or fabricators warranties to the owner of the public art .

**MEMORIAL GIFTS**

Memorial gifts will have an additional review process, which will include, but will not be limited to, the following:

1. **Timeframe** – The person or historical event memorialized must be deemed significant enough to merit such an honor. If the public art portrays a person in their likeness, the person so honored will have been deceased for a minimum of two years before consideration. The City reserves the right to remove memorials at any time should the City deem it necessary;
2. **Community Value and Timelessness** – The art selected represents broad community values and timeless qualities that will be meaningful to future generations; and
3. **Location** – The location under consideration is an appropriate setting for the memorial; generally, there should be some specific geographic justification for the memorial being located within a particular site.

**ACCEPTANCE AND ACCESSION OF THE ARTWORK**

City staff should refer to the City of Burleson Purchasing Public Art Policy, prior to finalizing the accession process, as proposed donations may require City Council acceptance.

If the proposal is accepted by the City of Burleson, a formal agreement will be negotiated outlining the responsibilities of each party (the City, the sponsor(s), the artist, and outside contractors, where applicable).

The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary.

The City of Burleson will be the owner of the artwork and reserves the right to remove or alter the work to ensure public safety or because of any other City concerns. The City upholds copyright law and the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A). Any changes will be made in consultation with the artist and sponsor(s) when possible, or notification will be provided.

The completed and installed artwork will be accessioned and added to the City's inventory list and master database with all accompanying documentation.

**REMOVAL, RELOCATION, OR DEACCESSION OF THE ARTWORK**

In accepting a donation of artwork, the City of Burleson will not be bound by any agreement with the donor that restricts the City's ability to act in the best interest of the City of Burleson. Nothing in the acceptance of a donation of artwork shall prevent the City from approving subsequent removal, relocation, or deaccessioning of such donations if it serves the City's best interest to do so. The City will deaccession and dispose of works of art in its Collection in accordance with the Collection Management policies.

**ART ON LOAN OR TEMPORARY DISPLAY ON CITY-OWNED PROPERTY**

Art on loan, or art on temporary display on City-owned property, must meet the Donation Requirements above, follow the Donation Proposal Procedures 1-11 above, and be reviewed through the Donation Proposal Review Process. Art on loan or art on temporary display on City-owned property must not be accessioned or added to the City's inventory list and master database. The City shall determine whether an expenditure of City funds, either a direct outlay of City funds or the use of City sources and materials, is associated with or required by acceptance of the loan prior to acceptance. The City may accept loaned public art from organizations and residents outside of the city.

All incoming loans should be documented and monitored in accordance with the same detailed procedures the government objects in City of Burleson's Public Art Collection. Loans must be documented by written loan agreements between the lender and the City, which should be signed by the lender prior to delivery and/or installation of the work to the City.

Upon City approval of a loaned artwork, the lender must sign an Art Loan Agreement with the City. The agreement should include:

- **Term of Loans**
    - Loan agreements shall be for a minimum of six months and a

maximum of two years, with a provision for up to one year extension with written approval from the lender and the City. When determining the duration of a loan and its duration for display, Lenders and the City should consider an object's material conditions, display location, and display context.

- At the end of the term of loan, the lender will be granted up to six additional weeks for the removal of the artwork from the site on which it resides.

- **Costs**
  - The lender will be responsible for all costs associated with the loaned artwork, including but not limited to costs of transportation, installation, maintenance, removal, and repair (if needed).
  - The City will provide site maintenance as well as assistance with installation and removal, under the supervision of the lender or lender's representative. The City shall not be held responsible for any damage to the artwork while it is on loan.
- **Installation**
  - Artwork must be installed in accordance with requirements from City staff.
- **Insurance**
  - The City will not assume responsibility for damage or theft of artwork that is on display in accordance with this Public Art Policy.
  - The lender will acknowledge that a risk of damage, loss, vandalism, or theft is inherent in a public display.
  - The lender must furnish satisfactory evidence of liability insurance by submitting a Certificate of Insurance and an Additional Insured Endorsement listing the City. With approval from City Administration, the liability insurance requirement can be waived if the lender signed an Art Loan Release of Liability form.
- **Maintenance**
  - A representative of [Public Works? Parks?] will make periodic inspections of the work of art after acceptance by the City Council. Inspections shall be made at intervals deemed appropriate by the Planning Director or their assignee. The need for maintenance or repairs of the Loaned Public Art may be reported by the staff of any City department or office, the Commission, members of the Commission, and citizens.
  - The Loaned Public Art and surrounding site shall be kept in a clean and orderly condition and in accordance with Collection Management policies and the terms and conditions of the agreement, if one exists, between the lender and the City.
  - The lender or his or her designated representative will be utilized to make recommendations regarding the care and maintenance of the work of art when deemed appropriate by the City. A visual arts specialist or art conservator should be consulted if the artist or designated representative is not available to advise on the necessary care requirements.
  - The Office of Community Services shall be responsible for carrying out the lender's advice on such care requirements and for determining such requirements when the artist/donor is unavailable.
  - Prior to accepting the Loaned Public Art, the lender will provide the City with a condition inspection report.
  - Vandalism or other damage to the Loaned Public Art shall be reported to the Burleson Police Department and/or the Office of Community Services.
  - The lender shall pay the cost of maintaining the Loaned Public Art, unless otherwise provided in the written agreement between the lender and the City.
- **Removal**
  - Lenders are required to remove artwork by the agreed termination date. The City does not accept responsibility for artwork not removed within the designated time frame. Any piece of art that is not removed by the deadline shall be treated as abandoned property
  - Artwork may be removed from City property in accordance with the Deaccession section of this Public Art Policy.

**MAINTENANCE**

The City of Burleson will administer the maintenance of the City's Collection with advice from the Public Art Coordinator and other outside partners through yearly evaluation and planning for the care of the existing Collection.

This section addresses:

- Accessioning and inventorying the City's Collection of public art;
- Preparing a biennial Public Art Maintenance Plan; and
- Overseeing routine maintenance and special conservation treatment of the City's Collection.

Every five years, the City of Burleson will assess the condition of all public art with a qualified professional conservator and develop a prioritized list of works in need of conservation or maintenance. This list will be the basis of the biennial Public Art Maintenance Plan.

Under this plan, trained contractors may carry out routine maintenance. For work in need of a higher level of maintenance, specialized care, or conservation treatment, the Program will utilize the maintenance funds available held in the Public Art Fund.

**TEMPORARY ARTWORK REMOVAL FOR CONSERVATION TREATMENT**

In some cases, artwork conservation may not be possible for some artworks that are publicly displayed or in storage. Such artworks must be temporarily removed from public display or storage for conservation to be completed in a qualified conservation lab. Temporary removal of such artworks from public display or storage is not considered deaccessioning, and procedures for emergency removal do not apply to these cases.

In cases of temporary artwork removal from public display or storage for the purposes of receiving conservation treatment, the artwork will be processed as an outgoing artwork loan for the duration of its treatment.

If an artwork requires conservation treatment and must be removed from public display or storage, then the following procedures must be completed before the artwork is temporarily removed from display or storage for treatment:

- Presentation to the City Manager's Office, describing the scope, timeline, and budget for off-site conservation services for the artwork
- City Manager's Office approval of off-site conservation scope
- Public Art Coordinator's completion of the outgoing artwork loan form, which is to be filed with the appropriate City Manager's Office.

Prior to the artwork's travel for treatment, the artwork must undergo an outgoing artwork conservation assessment by a trained conservator or registrar. Upon the artwork's return to the City of Burleson, the artwork must undergo an incoming artwork conservation assessment by a trained conservator or registrar. The City of Burleson should consult with a trained conservator or registrar on appropriate artwork crating and shipping procedures for any artwork traveling to or from the City of Burleson.

**MAINTENANCE GUIDELINES FOR ACQUIRING NEW WORKS**

**Maintenance Plan**

As described in the Acquisition Public Art Policy, all acquired artworks must have a maintenance plan developed.

**Utilization of the Maintenance Plan**

The Maintenance Plan will be used to:

- Advise the Advisory Board, appropriate City staff, and others who must review and approve design proposals or accept or decline donated artwork;
- Troubleshoot the production of construction drawings, the fabrication of the artwork, and the preparation of the site;
- Follow-up on the artist's recommendations; and
- Refer to during the post-fabrication/ installation inspection to prepare a final report and a punch-list to complete the project.

The City of Burleson, professional conservators, and artists will strive to address

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the recommendations in the Maintenance Plan without unduly interfering with the aesthetic intent of the proposed public art.

**Post Fabrication/Installation Inspection**

The Post-Fabrication/Installation Inspection conducted by City staff will be based upon and follow-up on the Maintenance Plan that was developed during the design phase. It will include the following:

- Ensure that recommendations made in the Maintenance Plan and during fabrication were followed;
- Confirm that the artwork is executed as proposed and agreed upon;
- Confirm that there are no missing or incomplete elements;
- Establish that materials quality and stability are acceptable;
- Establish that fabrication quality and stability are acceptable;
- Confirm that installation is stable and secure;
- Confirm that stainless steel is fully and properly "passivated";
- Confirm that, if required, protective coatings have been applied;
- Ensure that warranties for electronic and other media are submitted as necessary;
- Identify any remaining vulnerabilities;
- Confirm no new damage resulting from installation process;
- Ensure that the maintenance and operations plan is accurate; amend as needed; and
- Confirm that the plaque/public notice meets program policies and is properly installed.

**DEACCESSION**

**Removal from Public Display**

Requests to deaccession artwork to the City may be considered on a case-by-case basis. Requests for consideration shall be made through the Public Art Coordinator to the Advisory Board, based on the deaccession criteria below.

If the artwork is removed from public display, the City of Burleson may consider the following options:

- Relocation: If the Advisory Board recommends that an artwork must be removed from its original site, and if its condition is such that it can be re-installed, the Advisory Board will attempt to identify another appropriate site. If the artwork was designed for a specific site, the Advisory Board will attempt to relocate the work to a new site consistent with the artist's intention. If possible, the artist's assistance will be requested to help make this determination.
- Store artwork until a new site has been identified or the City decides to deaccession the artwork.
- Sell or trade the artwork after deaccession.

**PROVISION FOR EMERGENCY REMOVAL**

In the event that the structural integrity or condition of an artwork is such that the artwork presents an imminent threat to public safety, the City Manager may authorize immediate removal without the artist's consent, and have the artwork placed in temporary storage. The artist must be notified of this action within 30 days. The City will then consider options for repair, re-installation, maintenance provisions or deaccessioning. In the event that the artwork cannot be removed without being altered, modified, or destroyed, and if the Artist's agreement with the City has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A), the City must attempt to gain written permission before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the City shall proceed according to the advice of the City Attorney.

**CRITERIA FOR DEACCESSION**

The Advisory Board may consider the deaccessioning of artwork for one or more of the following reasons in the event that it cannot be re-sited:

1. An artwork is not, or is only rarely, on display because of lack of a suitable site.
2. The condition or security of the artwork cannot be reasonably guaranteed.
3. The artwork has been damaged or has deteriorated and repair is impractical or unfeasible.
4. The artwork endangers public safety.
5. In the case of site specific artwork, the artwork's relationship to the site is altered because of changes to the site.
6. The artwork has been determined to be incompatible within the context of the collection.
7. The City of Burleson wishes to replace the artwork with work of more significance by the same artist.
8. The artwork requires excessive maintenance or has faults of design or workmanship.
9. The City of Burleson has approved necessary site alterations
10. Written request from the artist.
11. The artwork has become publicly associated with racism, sexism, homophobia, xenophobia, acts of assault or violence, or other offensive themes.

**Integrity of Artworks**

The City of Burleson Public Art Program will seek to ensure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A).

**Access to Artworks**

The City will seek to assure continuing access to artworks by the public. However, the City may limit availability due to circumstances such as funding, public safety, display space, and deaccession processes.

**Life Spans**

An artwork's life span is either the $50,000 of time its materiality will allow it to be displayed (either for artwork safety or artwork integrity reasons), or the object's display period, as determined by a contract between the City and the artist, whichever is shorter. Life spans assigned to the work during the commissioning process will be considered as part of requests for deaccession or removal. For artworks that have not been assigned a life span, the Public Art Coordinator may engage experts to assist in assigning the artwork a life span, based on the life expectancy of the artwork's materials and fabrication methods, and/or the programming priorities of the Advisory Board.

- Temporary: 0 - 2 years
- Short Term: 3 -10 years
- Medium-Term 11 - 25 years
- Long-Term 26+ years

**APPLICATION PROCESS**

**Preliminary Request**

Permanent artworks must be in place for at least five years before deaccession or relocation requests will be considered unless matters of public safety necessitate the removal. Deaccession or relocation requests may be submitted by the public.

**Deaccession and Removal Form**

Applicants will be required to submit a written request to City staff, or the appropriate representative for consideration of deaccession or removal of artwork.

**Review Process**

In consultation with the Advisory Board, the Public Art Coordinator will review requests and decide on either deaccession or relocation.

**Public Meeting**

The City may hold a public meeting to gather community feedback on a proposed deaccession or removal, unless the removal is an emergency. The City may also decide to hold additional public meetings or gather community input through other methods. The City may seek additional information regarding the work from the artists, galleries, curators, appraisers, or other professionals before making a recommendation.

**Artist Involvement**

If deaccession or removal is recommended, the artist (if available) will be contacted and invited to provide input to the City. The artist's contract and other agreements or pertinent documents will be reviewed and sent to the City Attorney's Office for final approval.

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**Recommendation**

The Public Art Coordinator will prepare a report and consult with the City Attorney, as necessary. City staff's recommendation may include dismissing the request and/ or modifying, relocating, selling, donating, disposing, or storing the artwork.

1. Artist's Name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's treatment about the Artwork named in Deaccession or Relocation Request (if possible)
4. A description of the selection process and all related costs that was implemented at the time the Artwork was selected.
5. A formal appraisal of the Artwork (if possible)
6. Information regarding the origin, history, and past ownership of the Artwork
7. Information about the condition of the Artwork and the estimated cost of its conservation.
8. Information and images of the Artwork's site
9. Any information gained from the public meeting held about the deaccession and removal of the work.
10. Feedback from the City and City Manager's Office responsible for operating and maintaining the Artwork.
11. Detailed budget for all aspects of conservation, maintenance, repair, installation, operation, insurance, storage, and City Staff support.
12. The Artist's contract with the City.

City staff can recommend one or more of the following methods for an artwork's deaccession:

1. Sale or Exchange - sale shall comply with the State of Texas and City of Burleson laws and policies governing the sale of municipal property.
    a. Artist, or treatment of the artist, will be given the first option to purchase or exchange the artwork(s).
    b. Sale may be through auction, gallery resale, direct bidding by individuals, or other forms of sale in compliance with the State of Texas and City of Burleson law and policies governing surplus property.
    c. Exchange may be through an artist, gallery, museum or other institution for one or more artwork(s) of comparable value by the same artist.
    d. No works of art shall be traded or given to Advisory Board members or City of Burleson staff.
    e. Proceeds from the sale of artwork shall be placed in an City of Burleson account designated for public art purposes. Any pre-existing contractual agreements between the artist and the City regarding resale shall be honored. An exception to these provisions may be required if the artwork was originally purchased with funds that carried with them some restriction, for example, bond funds for street and sidewalk improvements, in which case the proceeds shall be placed in an account designated for art allowed under similar restriction(s).
2. Destruction of Artwork – if artwork is deteriorated or damaged beyond repair or deemed of negligible value.
3. If the City of Burleson is unable to dispose of the artwork in the manner outlined above, the Public Art Coordinator may recommend the donation of the artwork to a non-profit organization or another method.

**Costs**

If deaccession or relocation accommodates the applicant's interests or project, they may be required to cover the deaccession or relocation at no cost to the City.

**Conflict Of Interest**

No works of art shall be given or otherwise transferred publicly or privately to officers, directors, or employees or staff of the City of Burleson or their immediate families or representatives of the City of Burleson.

**Compliance With Applicable Policies And Regulations**

Deaccession and relocation of artwork will be done in a manner that complies with all other applicable City of Burleson, State of Texas, and federal procedures, policies, and regulations.

**Existing Public Art Pieces At Time Of Public Art Policy Adoption**

Existing public art pieces on City-owned property should be evaluated using the accession criteria to ensure that it is appropriate for the City to continue owning and maintaining the artwork. If it does not meet the accession criteria, then the piece will not be accessioned into the City of Burleson Public Art Collection.

## PUBLIC ART PROGRAM WORKPLAN

**WHAT IS THE PUBLIC ART PROGRAM WORKPLAN?**

The Public Art Program Workplan is a document that outlines in-process projects, and projects will be initiated in the coming fiscal year(s). The Program Update is one of the most crucial elements of the Public Art Program. It creates a roadmap and allows for the input of community members, elected officials, and others who care deeply about public art in the City of Burleson.

The Public Art Coordinator will develop the Update in consultation with staff and the Advisory Board and submit it to the Mayor and City Council as part of the budget for review and approval.

The following steps will be taken to develop the Public Art Program Workplan:

1. Work with City and City Manager's Offices to determine the availability of funds for the upcoming year(s).
2. Identify projects to be paid for by identified funding, including acquisition and maintenance.
3. Develop a draft Public Art Program Workplan that will include locations, goals, and budgets for public art projects and programs for staff review.
4. Present the Update to City Council as part of the City budget approval.
5. Integrate feedback from City Council to determine the final Program Update.
6. Report on the use of funds collected to support the Public Art Program to and increase the $50,000 of art in the City that is available to the public.

## USE OF FUNDS

Funding for the City of Burleson Public Art Program may come from:

- the Public Art Fund, as outlined in CODE;
- the City's Capital Improvement Budget;
- grants and/or contributions from private entities;
- other public agencies;
- philanthropic sources; or
- through other sources as deemed appropriate by the City.

**USES OF FUNDS**

- The public art funds may be spent for:
- Calls for Entry, RFQ's/RFP's, concept designs, maquettes, juror stipends, and other costs related to competitions and Commissions
- Artist fees including travel stipends and expenses related to travel;
- Artwork fabrication and installation;
- Site preparation and cleanup;
- Acquisition of existing works of art;
- Relocation of existing or Commissioned works of art;
- Required permits and insurance during the fabrication and installation of the artwork;
- Informational/promotional materials and public events directly related to the artwork;
- Required equipment needed for installation;
- Artwork appraisal;
- Staffing and services of an Arts Administrator;
- Curators and contracted services.

The public art funds may not be spent for:

- Mass-produced work, with the exception of limited editions controlled by the artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by a project's architect or other designer.
- Routine maintenance, conservation, repair,

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or restoration, exceeding more than 10% of the annual budget.

- Purchase of existing works of art outside of the selection process.

## PUBLIC ART ACQUISITION

These policies establish the practices for acquiring artworks. The procedure creates a thorough and transparent process for acquiring artwork and favors open-ended selection processes to ensure artistic excellence in the City's Collection.

Selecting the artist is one of the most critical steps in commissioning public art. An open, equitable, competitive process that inspires the artist and engages the community can be an enriching experience and lead to more creative and exciting public art. The Public Art Coordinator will work with the Advisory Board to determine the appropriate method for commissioning new artwork for each Public Art Program project.

### GOALS OF THE SELECTION PROCESS

- To satisfy the goals of the project site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public.
- To ensure that the artwork collection, overall, is reflective of all present and past stories and community legacies of Burleson.

### CONFLICT OF INTEREST

Advisory Board or Public Art Advisory Board members will declare any and all conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a Advisory Board member, an organization the Advisory Board member is associated with as a staff or board member, or a Advisory Board member's family member, has the potential to gain financially from the project under consideration by the Advisory Board or Public Art Advisory Board. In order to promote public confidence in this process, a Advisory Board member may also declare a conflict if they think there may be a perception that they have a conflict. Potential conflicts should be submitted in writing to the City Manager. If it is determined by the City Manager that a conflict exists, the Advisory Board member must resign from the selection Advisory Board.

### ARTIST SELECTION METHODS FOR ACQUIRING EXISTING ARTWORK

#### Competitions

In competitions, the City may put out an open call to artists for a possible inclusion in an exhibition at a predetermined site. The competition, which may or may not take the form of a temporary exhibit may feature existing artworks. Each selected artist may receive a stipend and the City may purchase one or more pieces of artwork at the conclusion of the exhibit to be placed in public locations around City of Burleson. All calls for artists will be advertised on the City of Burleson's website, appropriate procurement site.

#### Direct Selection

On occasion, artists may be chosen directly by the Artist Selection Advisory Board. Direct selection may be used and could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson Administrative Regulations (PURCHASING), prior to finalizing the accession process, as proposed donations may require City Council acceptance.

#### Direct Purchase

Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be "one-of-a-kind" and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson Administrative Regulations (PURCHASING), prior to finalizing the accession process, as proposed donations may require City Council acceptance.

### ARTIST SELECTION METHODS FOR COMMISSIONING NEW ARTWORK

#### Open Competition

In an Open Competition, any artist may submit their qualifications or proposal, subject to any requirements established by the Artist Selection Advisory Board. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and brings in new, otherwise unknown, and emerging artists.

#### Limited or Invitational Competition

In a Limited Competition or Invitational, several pre-selected artists are invited by the Artist Selection Advisory Board to submit their qualifications and/or proposals. This method may be appropriate when the City is looking for a small group of experienced artists, a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. This list of artists could come from a pre-qualified list.

#### Direct Selection

On occasion, artists may be chosen directly by the Artist Selection Advisory Board. Direct selection may be useful on projects where an urgent timeline, low budget, or where precise project requirements exist. This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson Administrative Regulations (PURCHASING), prior to finalizing the accession process, as proposed donations may require City Council acceptance.

#### Direct Purchase

Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be "one-of-a-kind" and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson Administrative Regulations (PURCHASING), prior to finalizing the accession process, as proposed donations may require City Council acceptance.

### ARTIST SERVICES PROCUREMENT

#### Design Team Member

In some instances, the City may use a targeted process to select an artist as part of a larger project design team. Language would be added to the project Request for Qualifications/Request for Proposals specifying that all teams responding to the RFQ/RFP must include a professional artist from a pre-qualified list as described in the section below. Given the nature of the project, a design team responding to an RFQ/RFP may be asked to identify an artist as part of the team based upon criteria established by the City in the RFQ/RFP. In this case, the Public Art Coordinator will represent the Program as part of the selection Advisory Board for the design team.

#### Pre-Qualified Artist Lists

The City may decide to develop a pre-qualified pool of artists from which it can choose artists for Limited Competition, Direct Selection, and Direct Purchase. This pool would be developed based on a comprehensive review of artist qualifications. This list could be updated annually or bi-annually, depending on the frequency of new projects.

### ARTIST SELECTION PROCESS FOR ARTWORK ACQUISITION (EXISTING ARTWORK AND NEWLY-COMMISSIONED ART)

Once an Artist Selection method is determined, a selection process will be established. A jury of recognized experts will make recommendations for selected artists to create site-specific artwork or will make recommendations for artwork chosen to be exhibited.

# Appendix: Public Art Policy

If the budget for a single piece of artwork is $50,000.00 or more, a selection panel must be formed. If the budget for a single piece of artwork is less than $50,000.00, the Advisory Board will act as the selection Advisory Board.

**Purpose and Responsibilities**

- The artist selection process will interpret and review the artist's proposals based on the selection criteria.
- The goals of the selection process are as follows:
- To satisfy the goals of a specific project or site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community, and the City and City Manager's Office(s) involved.

**ARTIST SELECTION ADVISORY BOARD**

**Membership of Selection Advisory Board**

Membership will be recommended by the Public Art Coordinator. The members of the selection panel (panelists) will be representative of the community demographic and will consist of at least five (5) but no more than nine (9) members from the list below:

- Members of the Advisory Board
- Artist or arts administrator;
- Design professionals
- City of Burleson project manager who may appoint the project architect or project landscape architect in their stead; and
- A member of the project steering Advisory Board if one has been appointed
- Community or neighborhood representative

**Artist Selection Advisory Board Conflict of Interest**

Artist Selection Advisory Board members will declare any conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a Advisory Board member, an organization the Advisory Board member is associated with as a staff or board member, or a Advisory Board member's family member can gain financially from the project under consideration by the Artist Selection Advisory Board. In order to promote public confidence in this process, a Advisory Board member may also declare a conflict if they think there may be a perception that they have a conflict. If a Advisory Board member has a conflict, he/she must not participate in the Artist Selection Advisory Board's discussion or decision regarding the project. They must also refrain from discussion about the project and from influencing fellow Advisory Board members.

**Procedures**

During an artist selection process, Artist Selection Advisory Board members will not submit applications for the placement of their own artwork and/or projects. City Staff and Advisory Board can invite artists to participate but must refrain from giving advice to applicants or answering their questions and direct such questions to the Public Art Coordinator during the selection process. The COMMISSION must solicit public comment for all pieces of public art commissioned or purchased for over $50,000.00. An opportunity for public comment must be given before a formal vote. A formal vote recommending the selection to the City of Burleson City Council must be recorded in keeping with the City of Burleson public record requirements.

**Purchasing Procedures**

Pursuant to City of Burleson Public Art Policy, if the purchase of an existing artwork, or the award of a contract for a newly commissioned artwork exceeds $49,999, then the Advisory Board must recommend the artwork for purchase to the City Council prior to approval of the contract.

**PROJECT IMPLEMENTATION PROCESS FOR SITE- SPECIFIC ARTWORKS**

Upon the decision of the Artist Selection Advisory Board, and with the assistance of the City Attorney's Office, the Public Art Coordinator will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions to be approved by the City and artist.

The City will follow the process for contracting required by law. For some projects, the contract with the artist may be phased to include two scopes of work with separate pay schedules and deliverables. The first phase would include all design documentation, including final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline. The second phase would include all costs related to fabrication and installation.

The Public Art Coordinator will ensure all documents are signed and insurance coverage secured before issuing a notice to proceed and will be responsible for coordinating the artist's work to ensure the successful integration of the artwork into the project. The Public Art Coordinator will organize a meeting with all integral staff to review roles, responsibilities, and schedules.

If specified in the contract, the artist will develop design development drawings for review and approval from the City before fabrication. The Public Art Coordinator will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, the Public Art Coordinator will secure the recommendation for approval from the Advisory Board and the appropriate City Manager's Offices of the City before approving said changes in writing, per the terms and conditions of the contract.

If the parties are unable to reach mutually beneficial contract terms, then the contract process will be terminated.

The Public Art Coordinator will be responsible for overseeing the installation of the artwork. The Public Art Coordinator will ensure that all the necessary requirements have been completed before interim and final invoice payments to the artist.

**Maintenance Plan**

Understanding maintenance and care of public art begins before an artwork is created. During the design phase or when a donation is initiated, the City, artist, or sponsor will review and analyze their design proposal and advise on maintenance and operations of the artwork. It is best practice and highly recommended that an art conservator is contracted to give a report on the proposed artwork.

On behalf of the City, the artist, sponsor, or the appropriate party will submit a Maintenance Plan to the City of Burleson, who will review and then catalog any tasks associated with maintenance of the artwork.

The Maintenance Plan will enable the City to:

- Evaluate the quality and sustainability of the proposed or existing public art ;
- Establish maintenance requirements, assign schedules, and identify potential costs; and
- Determine if the City of Burleson should accept or decline the design proposal and/or public art .

To produce the Maintenance Plan, the artist should examine and render an opinion on the following:

- Durability;
- Type and integrity of materials;
- Construction/fabrication technique;
- Internal supports, anchoring and joining, and footings;
- Landscaping;
- Vulnerable and delicate elements;
- Drainage of artwork;
- Potentially dangerous elements;
- Security;
- Location;
- Environment;
- Whether the design encourages/discourages interaction; and
- Effects of skateboarding, graffiti, and any other potentially damaging activities.

The Maintenance Plan will include:

- A record of the artist's intentions for the artwork;
- Recommendations to mitigate potential

problems discovered during the examination;

- Notes about how the artist would like the artwork to age;
- An itemization of long-range considerations and care, highlighting maintenance and the anticipated needs for periodic conservation treatment or repairs; and
- Identification of the lifespan of the artwork and a prognosis of its durability in consideration of that lifespan.

The artwork may also be identified as site-integrated, or part of the site and/or the architecture, as appropriate and will fall into the long-term lifespan category above.

## MURAL OPTION A - MURAL GUIDELINES

### INTRODUCTION

Murals are a relatively quick and highly impactful way to bring public art into the built environment. Murals provide an opportunity for visual artists to show their talent and creativity while also contributing to a community's landscape and identity.

### PRIVATE MURALS ON PRIVATE PROPERTY

The City of Burleson and City Manager's Office encourage the installation of private murals on private property in order to support artists and enhance the visual environment in City of Burleson. Private property owners are encouraged to voluntarily follow the policies set forth in this document as applicable and are also encouraged to consult with the City Manager's Office and the Public Art Coordinator with regard to any questions or concerns as they develop and implement private murals.

### PUBLICLY-OWNED MURALS

City Manager's Office has oversight responsibility pertaining to the creation of publicly-owned murals in the City of Burleson. Publicly-owned murals may occur on publicly-owned buildings or on privately-owned buildings where the property owner agrees to a mural easement allowing for the creation and maintenance of a publicly-owned mural on private property for a specific period of time.

The Advisory Board or Public Art Advisory Board assists the City Manager's Office with coordinating the creation and completion of publicly-owned murals. This assistance includes but is not limited to:

- Identifying potential mural sites.
- Issuing and administering the Request for Qualifications (RFQ) for mural artists.
- Coordinating a selection process for RFQ reviews and artist recommendations.
- Acting as a selection panel if the budget is under the $50,000 project threshold.
- Making recommendations for the selection panel members if the budget is over the $50,000 threshold.

### MURAL DESIGN CONSIDERATIONS

Murals in the City of Burleson are encouraged to be varied in both content and design. A wide variety of murals will ensure a vibrant visual experience for residents and visitors alike. Some murals may celebrate the history of City of Burleson while others may be palettes for vibrant artistic expression, inject whimsy into the built environment, or showcase the artists' wildest dreams - the opportunities are endless.

While not relating to content, some design considerations should be made in order to ensure a successful project.

Design Considerations:

1. Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
2. Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
3. Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
4. Longevity - What is the expected life span of the mural? Is it intended to be a short or long term installation?
5. Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, Instagram or social media interactions or other opportunities?

### MURAL EASEMENTS

In order to create additional mural opportunities within City of Burleson, these policies encourage property owners to enter into easement agreements with the City that allow for public funds to be expended for murals on private property. Though there may be positive benefits for a property owner as a result of the creation of a publicly-owned mural on their building, there must be no direct correlation between the content of the mural and the property or any business housed in the property.

In order for the City to implement a publicly-owned mural on a privately-owned building the building owner must sign an easement created by the City of Burleson which Texas that the owner will not paint over, destroy, cover, or alter the mural for the duration of the agreement. Agreements typically last for a minimum of 5 years but may be shorter or longer depending on the project. As part of easement negotiations, the City should also consider negotiating with the property owner for nightly illumination of the mural for the lifetime of the easement.

### RFQ ARTIST SELECTION

A selection panel should be formed using the policies in the acquisition section of the Public Art Policy in order to select artists. The following criteria should be utilized as the minimum criteria for the selection of artists for all mural projects. Additional project specific criteria may be added in addition to the baseline criteria.

- Experience with similar mural projects, examples of past projects – either in City of Burleson or other cities with strong mural programs, including at least ten (10) color images of one or more completed mural projects – and three supporting professional references.
- Willingness to work with City Staff and the City Manager's Office to develop and refine the mural design.
- Timely response to the RFQ, which shall include but not be limited to a requirement that at least ten (10) color renderings/ designs of the proposed mural, a written description of the mural, and photographs of the proposed site and physical surroundings be submitted to the City Manager's Office
- Innovative and unique artistic vision, including technique, composition of visual art elements, use of line, color, form, and texture.
- Realistic project budget and timeline.
- Willingness to enter into a contractual agreement with the City of Burleson.
- Liability/Workers compensation/ automobile insurance.
- Agreement to allow images of the completed mural to be placed on the City of Burleson website.

### FUNDABLE EXPENSES

The installation of a mural may necessitate additional expenses beyond the artist fee and materials. Additional fundable expenses include but are not limited to:

- Artist(s) fees for design and execution of murals.
- Rental or purchase of painting equipment or the purchase of painting supplies.
- Preparation of the mural surface including repairs and priming.
- Rental of barricades and other equipment required of street or alley closures.
- Lighting and electrical equipment.
- Other expenses that are pre-approved by the City Manager's Office and the City of Burleson.

### MURAL IMPLEMENTATION

Upon selection, the artist will work with the City of Burleson to create a design, secure permits, as appropriate, such as street or alley closures. Below is a general overview:

- The City Manager's Office will review and give final approval for the artist selection and mural design.
- City Staff will monitor the creation and completion of the mural.
- The Artist will create the artwork in a timely fashion. If more time is needed, the artist must notify the City so that any applicable permits may be extended.

## Appendix: Public Art Policy

- The creation of the mural must include materials that are long-lasting (at least five (5) years unless agreed to beforehand), graffiti and UV resistant, or include an anti-graffiti and UV resistant coating.
- The artist must notify the City when the mural is completed.
- When the mural is completed, the City Manager's Office will hold a mural dedication event.

### MURAL OPTION B - CITY OF BURLESON MURAL PROGRAM (PRIVATE PROPERTY) PERMITTING PROCESS AND REGULATIONS

Murals play an important role in City of Burleson's past and present. The City of Burleson has a long tradition of mural placement on private property, and encourages this and other forms of creative community expression. Murals provide an opportunity to transform blank walls into vibrant spaces. Murals can celebrate a place's history, tell memorable stories of residents, and be a source of beauty. Murals are a relatively quick and highly impactful way to bring public art into a city's built environment. The Mural Program regulates privately-commissioned murals visible to public property or public rights-of-way and is implemented through the issuance of Mural Permits pursuant to CODE.

The Mural Program does not apply to the following:

- Public art and murals funded by the City of Burleson or public art funds. These are governed by the "Acquisition" chapter in the Public Art Policy;
- Privately-commissioned public art and murals not visible to public property or public rights-of way. These are governed solely by CODE; and
- Public art and murals on property where said use is not permitted pursuant to CODE.

### CITY OF BURLESON MURAL PERMIT SUBMITTAL COMPONENTS

The Mural Permit requires submission to the City Manager's Office of the following documents constituting the "Permit Package", which are described in detail in the subsequent sections.

1. Application
2. Private Property Acknowledgment Form
3. Encroachment Form
4. Permit Application for Occupying Public Right-of-Way (during installation)
5. Artist Copyright and License Waiver

#### Application

Incomplete applications will not be considered for review. A non-refundable application fee as set by City Council Resolution is required to be paid at the time of application. The Application shall be on a form approved by the City Manager's Office CONTACT and shall include provision of the following:

1. Property address and profile
2. Contact person identity and profile (applicant)
3. Contact information of property owner
4. Artist identity (artist as named on the City of Burleson Mural Program Register)
5. Budget and funding sources
6. Proposed Mural information:
    a. Title, dimensions, medium
    b. Description
    c. Project goals/vision, audience, outreach efforts, engagement, etc.
    d. Full color rendering/sketch of the proposed design
    e. Site images
6. Maintenance information
    a. Monthly, quarterly, yearly
    b. Complete list of materials that will be used to create the mural, and product names/identification, if available
    c. Description of maintenance provider qualifications/skills
4. Installation and deinstallation plans including:
    a. Proposed installation schedule
    b. Surface preparation process
    c. images of existing site and physical surroundings
    d. installation and deinstallation equipment required
    e. qualifications and profile of installation and deinstallation crew/personnel other than the Artist, if necessary, based on project scope

#### Private Property Acknowledgment Form

Private Property Acknowledgment Form confirms the property owner's knowledge of the existence of the mural, and will be signed by the property owner and notarized. The property owner agrees to the following parameters, which must be met to place a mural on private property:

1. Permits for murals on private property are allowable for up to five years from installation. At the discretion of the property owner, an extension of the Mural Permit may be granted, upon City review of the condition of the mural at the time of the request. Requests for extension shall be filed with the City Manager's Office prior to Permit expiration.
2. No part of the mural shall exceed the structure to which it is affixed.
3. No part of the mural shall extend more than 6 inches from the plane of the wall upon which it is affixed.
4. No part of the mural contains electrical or mechanical components or changing images.
5. No part of the mural contains a commercial message in text or images.
6. Murals on private property must have an anti-graffiti coat applied to the surface to abate graffiti and vandalism.

#### Mural Encroachment Form

The property owner must sign a form stating that the owner will not paint over, destroy, cover, or alter the mural for the duration of the agreement. Agreements typically last for a minimum of 5 years but may be shorter or longer depending on the project. This form is submitted as part of the City of Burleson Mural Program application process.

#### Right of Way Construction Permit and Encroachment Permit Application for Occupying Public Right of Way

A Right of Way Construction Permit and/or an Encroachment Permit may be required if the scope of public art or mural installation requires temporary occupation of the public right-of-way during installation, pursuant to those requirements contained in CODE.

#### Artist Copyright License and Waiver

Applicants will select an artist from the City of Burleson Mural Program Artist Register (described below). The artist selected by the applicant to propose a design for a must sign the Artist Copyright License and Waiver, which establishes image uses and copyright, and waives the artist's VARA rights (Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A).

### CITY OF BURLESON MURAL PROGRAM PERMIT DESIGN CONSIDERATIONS AND STANDARDS

The City of Burleson Advisory Board reviews mural proposals according to the following Design Considerations and Standards. Decisions of the Advisory Board are final within 10 days unless appealed to the City Council.

#### Design Considerations

While not relating to content, some design considerations will help ensure a successful, high impact project. Private Property Owners and Artists are encouraged to consider the following when creating a mural concept:

1. Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
2. Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
3. Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
4. Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, Instagram or social

media interactions or other opportunities?

5. Historic Preservation - Is this mural intended for a historic building or structure? If so, painting unpainted finished masonry is generally considered an inappropriate treatment. Explore other options such as painted panels or applied vinyl. Murals proposed for placement on historic buildings or structures shall be subject to applicable additional review depending on the proposed project scope.

**Standards**

Though there may be positive benefits for a property owner as a result of the creation of a mural on their building, there must be no direct correlation between the content of the mural and the property or any business conducted on the property. The City of Burleson Mural Program intends to support artistic expression, and proposals containing content that is inappropriate and/or indecent by community standards may not be approved.

1. Murals shall be an original artwork designed and implemented by an artist from the City of Burleson Mural Program Artist Register. A proposed artist from the City of Burleson Mural Program Register must be identified in the application.
2. Mural Applications are reviewed using the following criteria:
    a. Strength of the concept and appropriateness of the imagery for all ages.
    b. Appropriateness of scale to the surrounding environment including the facade on the building in which it is placed, as applicable.
    c. Absence of commercial signage elements. Public safety and compliance with local laws and regulations.
    d. Selection of an artist able to execute the proposed public art or mural.
    e. Demonstrated ability to complete and maintain the mural for the entire life of the permit, and a documented understanding of the proposed surface's ability to receive the proposed materials.
3. All Public Mural proposals containing any written text and/or signage elements, as defined in CODE, may be subject to an additional review process through the City Manager's Office.
4. Mural installation must begin within one year of the approval of the application. If the project is unable to be completed within the allocated time frame, the application will be considered void.
5. All murals are subject to ongoing conservation and maintenance activities.
6. The City reserves the right to reject any application if it presents a public safety risk or potential liability issues.
7. Incomplete applications will not be reviewed.

**MURAL APPLICATION REVIEW**

The Advisory Board reviews and approves or denies Mural Permit following the review process outlined below applications for the City of Burleson Mural Program:

1. Permit Package provided to the City Manager's Office with payment of the current fee.
2. Permit Package routed to the City Manager's Office for review by Public Art Coordinator for completeness.
3. Complete Permit Package routed for review by the Advisory Board.
4. Advisory Board sends Decision to City Manager's Office
5. City Manager's Office notifies applicant of decision and 10-day appeal period by letter and publically posts decision.

**EXISTING PRIVATELY-COMMISSIONED MURALS ON PRIVATE PROPERTY VISIBLE TO PUBLIC PROPERTY OR PUBLIC RIGHTS-OF-WAY ("LEGACY OR MURALS")**

Any mural on private property and visible to public property or public right-of-way installed prior to the effective date of these Public Art Policy for which a land use entitlement such as a Minor Conditional Use Permit or Conditional Use Permit has not been obtained may continue as a nonconforming use for a period of five years from the effective date of the Public Art Policy so long as it and/or the surface or property on which it is located is maintained such that it is not a public nuisance or otherwise creating a public safety issue. Legacy Murals may be expanded, modified and/or have the lifespan extended only in compliance with an approved Mural Permit.

# City Council Regular Meeting

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a resolution adopting the Public Art Policy. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Beautiful, Safe, & Vibrant Community** | 3.2.6 Finalize the Community Arts Master Plan \| We will finalize the Community Arts Master Plan from FY24/25, providing a strategic framework to support cultural growth, public art initiatives, and creative community engagement. |

## SUMMARY:

The City of Burleson has developed the Public Art Master Plan to provide a long-term framework for guiding the development, funding, and management of public art throughout the community. The plan builds on the growing role of arts and culture in Burleson's identity, economic vitality, and placemaking efforts.

The plan reflects more than a year of monthly Public Art Committee meetings, during which the Committee provided direction, reviewed engagement outcomes, and guided draft recommendations. Their leadership has ensured the plan is responsive to community feedback and aligned with Burleson's broader cultural and quality of life goals.

### Community Engagement

Public involvement was a cornerstone of the planning process:

- Survey (Oct 2024 – Apr 2025): 1,016 responses shaped the vision and goals for public art.

- In-person Engagement: Over 100 participants at the *BTX Beats* event provided visual preference feedback.
- Stakeholder Interviews & Focus Groups: Artists, community leaders, and residents contributed input on vision, site selection, and cultural identity.
- Artist-led Project Outcomes: The Barn Quilt series and Burleson Community Quilt were completed directly from community engagement and unveiled to City Council in June 2025.

**Vision & Goals**

The community envisions public art that enriches Burleson, sparks curiosity, invites dialogue, and reflects the city's unique history and aspirations. The plan outlines goals to:

1. Create places that foster meaningful connections.
2. Reflect Burleson's unique character.
3. Celebrate community spirit.
4. Contribute to economic vitality.

**Policy & Implementation**

The Public Art Master Plan includes:

- Public Art Policy: Establishes acquisition, funding, artist selection, mural guidelines, and collection management standards.
- Funding Models: Explores general fund allocations, hotel/motel tax, percent-for-art policies, and private development contributions.
- Implementation Framework: Steps include adopting policy, staffing the program, formalizing the Public Art Advisory Board, commissioning priority projects, and expanding funding sources.
- Immediate Projects: Rotating Barn Quilt series, final quilt installation, and mural projects at Bailey Lake.

**RECOMMENDATION:**

Staff recommends approval of a resolution amending the five-year Capital Improvement Plan.

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

Community Services Committee reviewed the plan and policy on September 3, 2025. The committee requested that we continue to seek additional funding options and not implement the development fee at this time, but to leave it in the plan as a potential funding mechanism in the future.

City Council received the draft plan on October 6, 2025. The council feedback included amending the committee name from Public Art Committee to the Public Spaces and Cultural Heritage Committee. This language will be amended in the final policy.

**REFERENCE:**

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

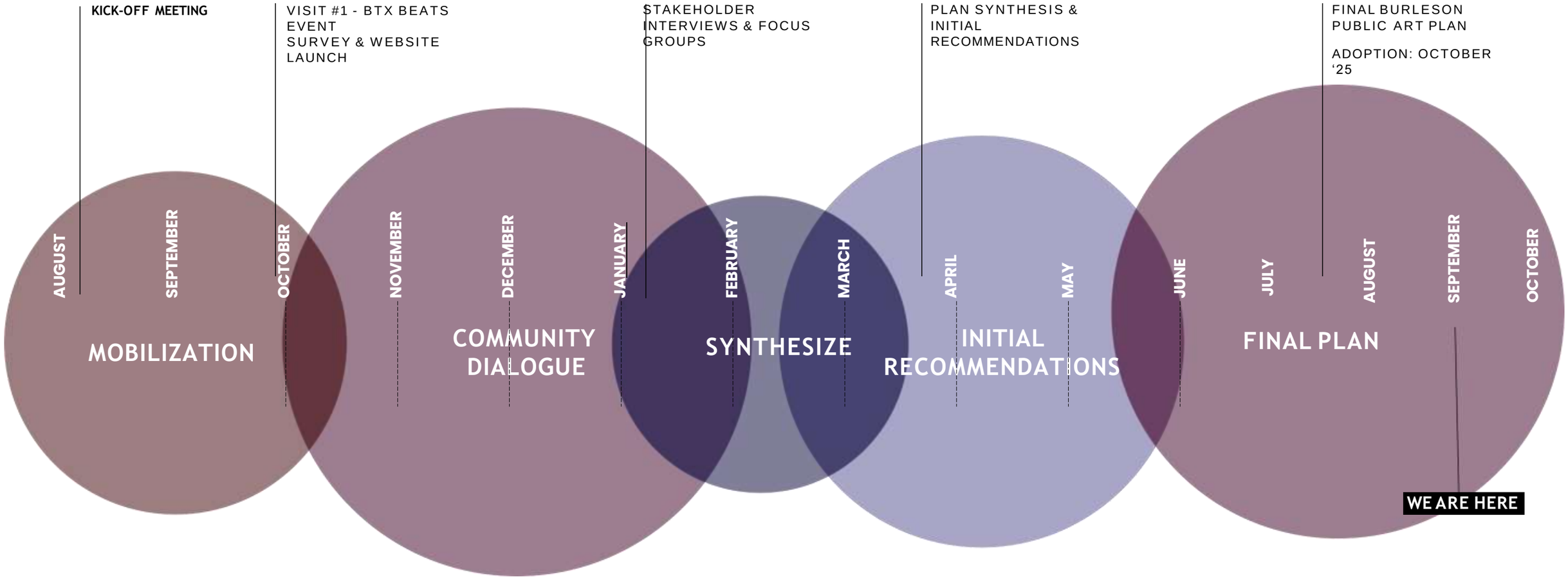
MASTER PLAN

# PUBLIC ART

**October 20, 2025**

Presenter: Jen Basham, Director of Parks and Recreation

# PROJECT TIMELINE



# PLAN OUTLINE

**Ch. 1 Plan Background**

Why this plan?

Plan Goals & Objectives

Community Character

**Ch. 2 Community Engagement**

Barn Quilts Project + History

Survey Results

Community Vision for Public Art

**Ch. 3 Public Art**

Public Art Typologies Defined

Public Art Site Selection Criteria

Public Art Projects for Consideration Project

Implementation Matrix

**Ch. 4 Public Art Administration**

Public Art Advisory Board

Public Art Policy

Public Art Funding Opportunities



# COMMUNITY VISION
FOR PUBLIC ART

# PUBLIC ENGAGEMENT PERIOD OCT ‘24 – APR ‘25

BURLESON PUBLIC ART PLAN

## PROJECT WEBSITE & COLLATERAL

## SURVEY RESPONSES: 1,016

## IN-PERSON ENGAGEMENT AT BTX BEATS

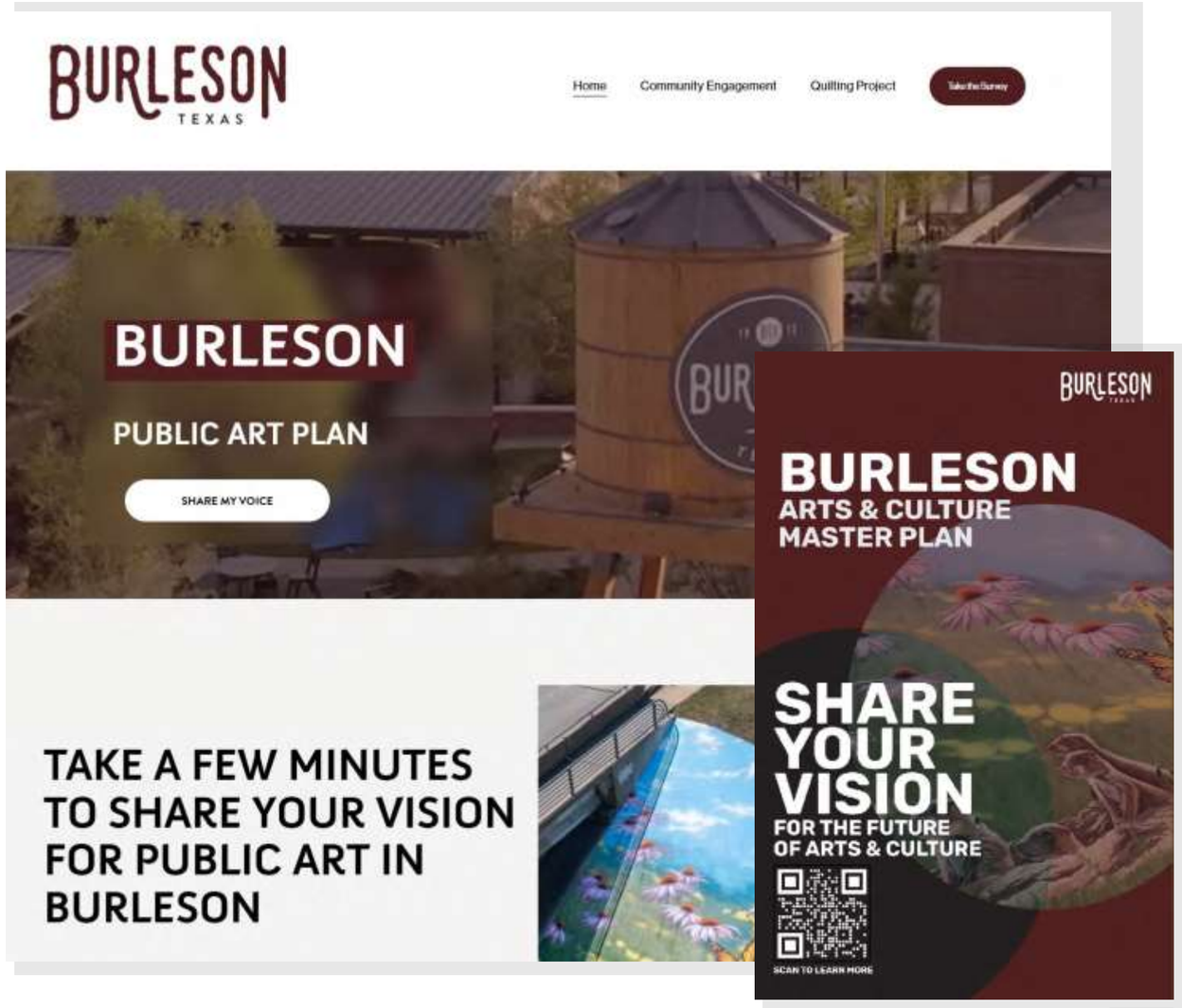
- An estimated 100+ people were engaged in conversation an a visual preference survey at the BTX Beats event on October 26th, 2024

## STAKEHOLDER INTERVIEWS

- Members of the community, artists, and decision-makers were invited to participate in one-on-one conversations about the role public art should play in the community of Burleson.

## FOCUS GROUPS

- Members of the community were invited to focus group opportunities on February 19th & 20th to workshop around the vision for public art in Burleson.

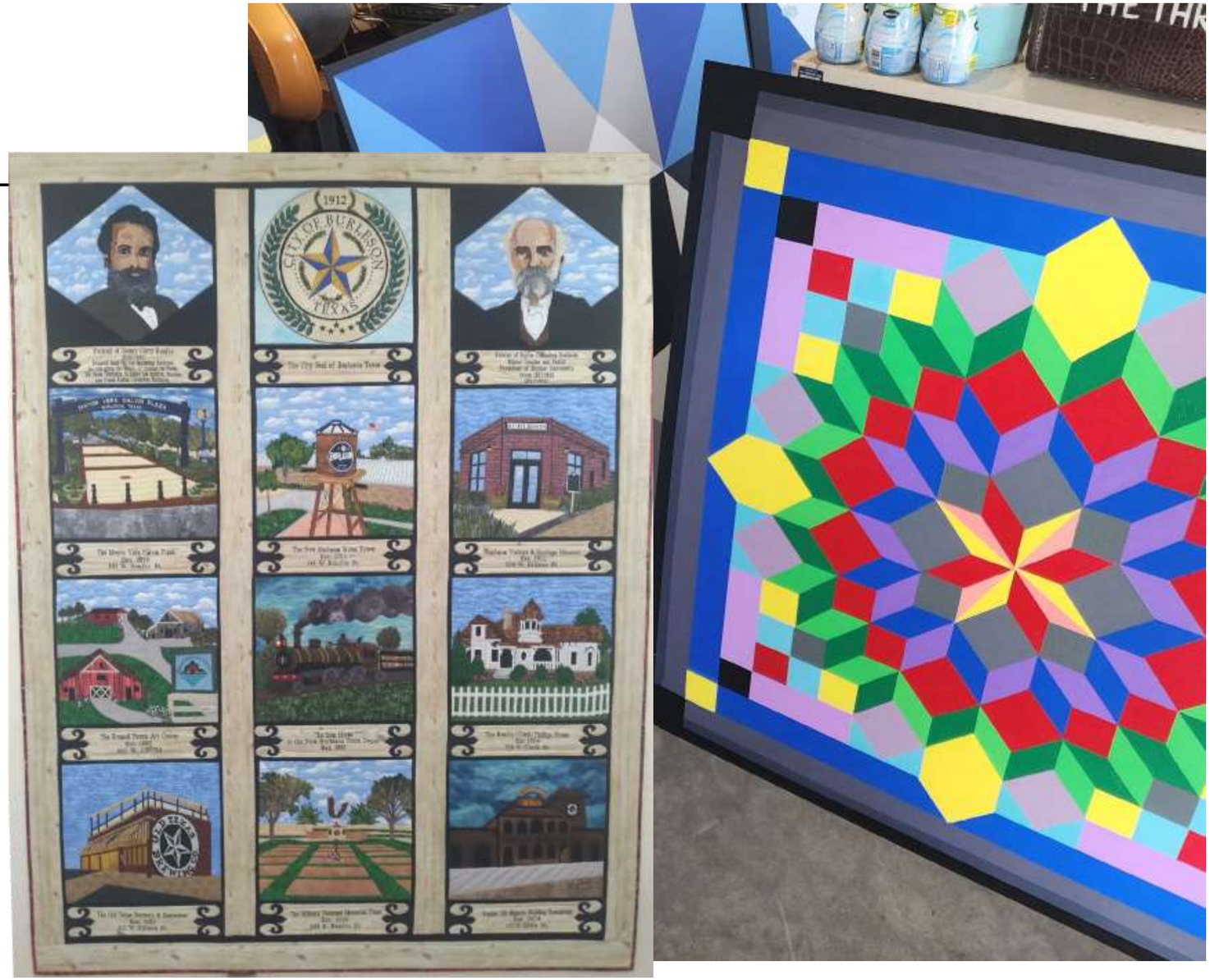


# ARTIST LED PLAN OUTCOMES: BARN QUILT & SQUARES

BURLESON PUBLIC ART PLAN

## BARB & ERNIE MCCRAW

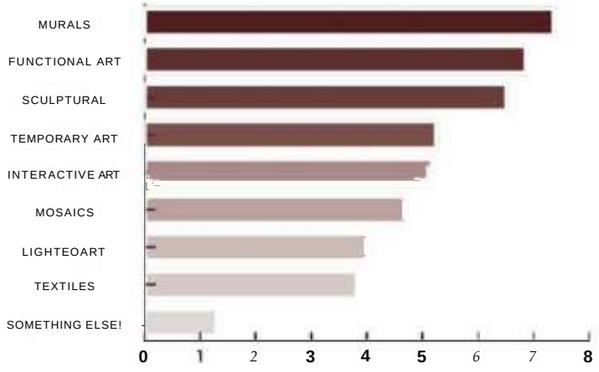
- In partnership with Russell Art Farm and directly from community engagement outcomes at BTX Beats the artist team led two efforts: the creation of 8 - 4’ x 4’ Barn Squares and a quilt intended to hang in the interior of Burleson City Hall once renovations are complete.
- The Quilt was presented to City Council at a public meeting on June 16th, 2025.
- The Barn Squares will be on a rotating display throughout city spaces until a permanent home for each is determined.



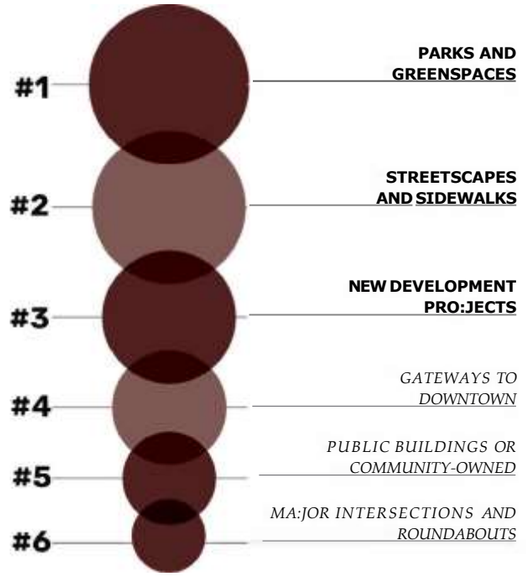
HOW SHOULD PUBLIC ART IN BURLESON FEEL?




WHAT TYPES OF **PUBLIC ART** WOULD YOU LIKE TO SEE **MORE OF IN** THE AREA?




WHERE DO YOU MOST WANT TO SEE **PUBLIC ART?**




WHAT **IMPACT SHOULD PUBLIC ART HAVE?**

**#1 BEAUTIFIES BURLESON**

**#2 HONORS HISTORY**

**#3 CREATES WHIMSY**

**#4 STRENGTHENS OUR IDENTITY**

**#5 BUILDS PRIDE IN THE CITY**

**IDENTIFY A PLACE IN THE AREA THAT MAKES YOU FEEL A SENSE OF BELONGING. WHAT ARE ITS CHARACTERISTICS?**

**OLDTOWN:** THE TOP SPOT FOR BELONGING. PEOPLE LOVE IT FOR COMMUNITY EVENTS, WALKING AROUND, ITS COZY FEEL, HISTORY, ART, AND BEING FAMILY-FRIENDLY AND WELCOMING.

**BAILEY LAKE:** NATURE AND PEACE MAKE PEOPLE FEEL THEY BELONG. IT'S A PLACE TO CONNECT WITH NATURE AND OTHERS.

**MAYOR VERACALVIN PLAZA/THE PLAZA:** A CENTRAL SPOT FOR COMMUNITY GATHERINGS AND FAMILY FUN.

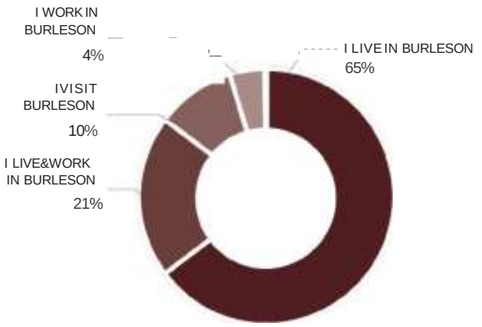
**RUSSELL FARM ARTCENTER:** A PLACE FOR ART, HISTORY, AND A WELCOMING COMMUNITY.

**THE LIBRARY:** A FRIENDLY AND HELPFUL COMMUNITY HUB FOR EVERYONE.

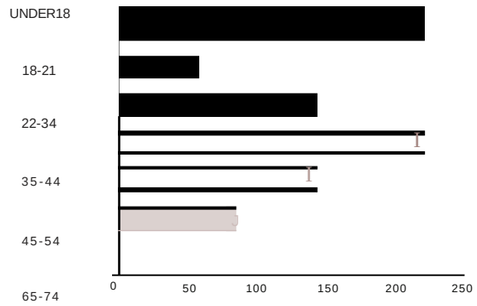
WHAT CHARACTERISTICS,PLACES, AND/OR VALUES ARE UNIQUE OR ICONIC TO BURLESON?




WHAT IS YOUR RELATIONSHIP TO BURLESON?




WHAT IS YOUR AGE?




COMPARED TO ITS NEIGHBORS, SHOULD BURLESON BLEND IN OR TRY TO STAND OUT?




WHEN IT COMES TO ART IN BURLESON, SHOULD IT FEEL MORE HOME GROWN AND LOCAL OR SOMETHING NEW AND UNEXPECTED?




WHEN IT COMES TO ART IN BURLESON, SHOULD IT FEEL PURELY ARTISTIC AND CREATIVE OR SHOULD IT **HAVE A MEANING BEHIND** THE **WORK?**




SHOULD PUBLIC ART IN BURLESON BE MORE FOR LOCALS. OR BE UTILIZED TO DRAW PEOPLE TO THE AREA (FOR SHOPPING, DINING, ETC.)?



# VISION

**WE ENVISION PUBLIC ART ENRICHING BURLESON, SERVING AS A CONSTANT SOURCE OF DISCOVERY AND CIVIC PRIDE. SEAMLESSLY INTEGRATED INTO OUR PUBLIC SPACES, IT WILL SPARK CURIOSITY, INVITE DIALOGUE, AND TRANSFORM THESE AREAS INTO INSPIRING PLACES THAT TELL OUR COMMUNITY'S STORY – PAST, PRESENT, AND ASPIRATIONS. THIS WILL MAKE BURLESON A MORE BEAUTIFUL, CONNECTED, AND MEMORABLE PLACE WHERE EVERYONE TRULY BELONGS AND THRIVES.**

## GOALS

1 **CREATE PLACES THAT FOSTER MEANINGFUL CONNECTIONS**

2 **REFLECT OUR UNIQUE CHARACTER**

3 **CELEBRATE OUR COMMUNITY SPIRIT**

4 **CONTRIBUTE TO OUR ECONOMIC VITALITY**



## CURATORIAL APPROACH

**WE VALUE PUBLIC ART THAT:**

- Brings people together, builds our collective identity, and says who we are and what we value.
- Transforms our public spaces to be even more engaging and accessible.
- Honors diversity, new people and a multiplicity of ideas.
- Connects people, ideas, and places and thereby raises our consciousness.
- Responds to our history and natural environment.
- Draws people to Burleson and is good for our local economy
- Demonstrates our friendliness, safety, small-town feel, pride-of- place, support for youth, families, and one another.
- Speaks to our collective humanity.
- Responds to the surrounding environment/site-specific.



# POLICY & PROCESS

# FUTURE FUNDING MODEL EXPLORATION

BURLESON PUBLIC ART PLAN

## GENERAL FUND ALLOCATIONS

- Very common method of paying for one-off public art projects.

## PERCENT-FOR-ART IN CIP

- Most typically 1% of public capital improvement projects, one of the most common public art program funding mechanisms nationally. (Bonded) Typically must be a work created in conjunction with the improvement and spent and installed in accordance with the construction schedule. City of Denton has percent for art within Bond Projects alongside HOT/MOT funding.

## PERCENT-FOR-ART IN PRIVATE DEVELOPMENT

- City of Keller has this, is equivalent to a 0.25% fee of construction value on all development exceeding 5 units of residential. Potential yield for them during formalization was $200,000+, this would have generated over **$120,000 on average over the last five years if implemented in Burleson.**

## HOTEL/MOTEL TAX

- City of Burleson has this. Yielded $75,000 in the cycle leading up to this plan.
- City Council can allocate up to 15 % of the total Hotel Occupancy Tax (HOT) revenues for public arts projects as allowed under Texas Tax Code 351.103(c).
- Typically HOT/MOT funding structures are more flexible than percent-for-art and allow expenditures on programming as well as permanent works of art.

# FUTURE FUNDING MODEL EXPLORATION

BURLESON PUBLIC ART PLAN

## PRIVATE

- Public art is frequently funded through philanthropic opportunities from private donors

## GRANTS

- Multiple grant opportunities are available for public art projects. These will be pursued when they fit the scale and scope of projects.
- Examples include: National Endowment for the arts, Americans for the Arts, and the Public Art Challenge

## COLLABORATION

- Many projects can be accomplished through partnerships with artists within the community
- Murals are an example of community driven opportunities where the City can purchase the supplies and set the theme and partner with the school district, Russell Farm, and Hill College to create art in public spaces



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## PUBLIC ART ACQUISITION

These policies establish the practices for acquiring artworks. The procedure creates a thorough and transparent process for acquiring artwork and favors open-ended selection processes to ensure artistic excellence in the City's Collection.

- Artist Selection Methods
- Artist Services Procurement
- Artist Selection Process
- Purchasing Procedures
- Project Implementation
- Maintenance Plan



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## USE OF FUNDS

Funding for the City of Burleson Public Art Program may come from: the Public Art Fund; the City's Capital Improvement Budget; grants and/or contributions from private entities;other public agencies; philanthropic sources; or through other sources as deemed appropriate by the City. The public art funds may be spent for:

- Calls for Entry, RFQ's/RFP's, concept designs, maquettes, juror stipends, and other costs related to competitions and Commissions
- Artist fees including travel stipends and expenses related to travel;
- Artwork fabrication and installation, site preparation and cleanup;
- Acquisition of existing works of art;
- Relocation of existing or Commissioned works of art;
- Required permits and insurance during the fabrication and installation of the artwork;
- Informational/promotional materials and public events directly related to the artwork;
- Required equipment needed for installation;
- Artwork appraisal;
- Staffing and services of an Arts Administrator;
- Curators and contracted services.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## USE OF FUNDS

The public art funds may **NOT** be spent for:

- Mass-produced work, with the exception of limited editions controlled by the artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by a project's architect or other designer.
- Routine maintenance, conservation, repair, or restoration, exceeding more than 10% of the annual budget.
- Purchase of existing works of art outside of the selection process.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## ROLES & RESPONSIBILITIES

### Mayor & City Council

Ultimately make the final decision on public art selection and hold ultimate
responsibility for the program.

### Parks & Recreation Department

Administers the Public Art Program.

### Public Art Coordinator/Manager

The program “staff”, could be an existing city staff member, new part-time staff member or consultant.

### Public Art Advisory Board

The Public Art Board has the following responsibilities:

1. Act principally in an advisory capacity to Burleson staff in any matter pertaining to public art.
2. Advise and make recommendations to city staff pertaining to, among other things, artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## COLLECTION MANAGEMENT

### Objectives

1. Maintain a Collection management program that results in a high-quality, city-owned Collection;
2. Eliminate artwork that is unsafe, not repairable, or no longer meets the needs of the City of Burleson;
3. Respect the creative rights of artists; and
4. Support an efficient workload for staff.

### Key Policy Components

1. Donation Procedures
2. Maintenance Policy
3. Deaccession Policy



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## PUBLIC ART PROGRAM WORKPLAN

### How it works

The Public Art Program Workplan is a document that outlines in-process projects, and projects will be initiated in the coming fiscal year(s). The Program Update is one of the most crucial elements of the Public Art Program. It creates a roadmap and allows for the input of community members, elected officials, and others who care deeply about public art in the City of Burleson.

1. The following steps will be taken to develop the Public Art Program Workplan:
2. Work with the City Manager's Offices to determine the availability of funds for the upcoming year(s).
3. Identify projects to be paid for by identified funding, including acquisition and maintenance.
4. Develop a draft Public Art Program Workplan that will include locations, goals, and budgets for public art projects and programs for staff review.
5. Present the Update to City Council as part of the City budget approval.
6. Integrate feedback from City Council to determine the final Program Update.



# PUBLIC ART POLICY

BURLESON PUBLIC ART PLAN

## MURAL POLICY OPTIONS

Option A: Mural Guidelines

Mural Design considerations for murals on public property, with a request that private property-owners follow design considerations for:

- Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
- Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
- Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
- Longevity - What is the expected life span of the mural? Is it intended to be a short or long term installation?
- Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, instagram or social media interactions or other opportunities?



# PUBLIC ART POLICY

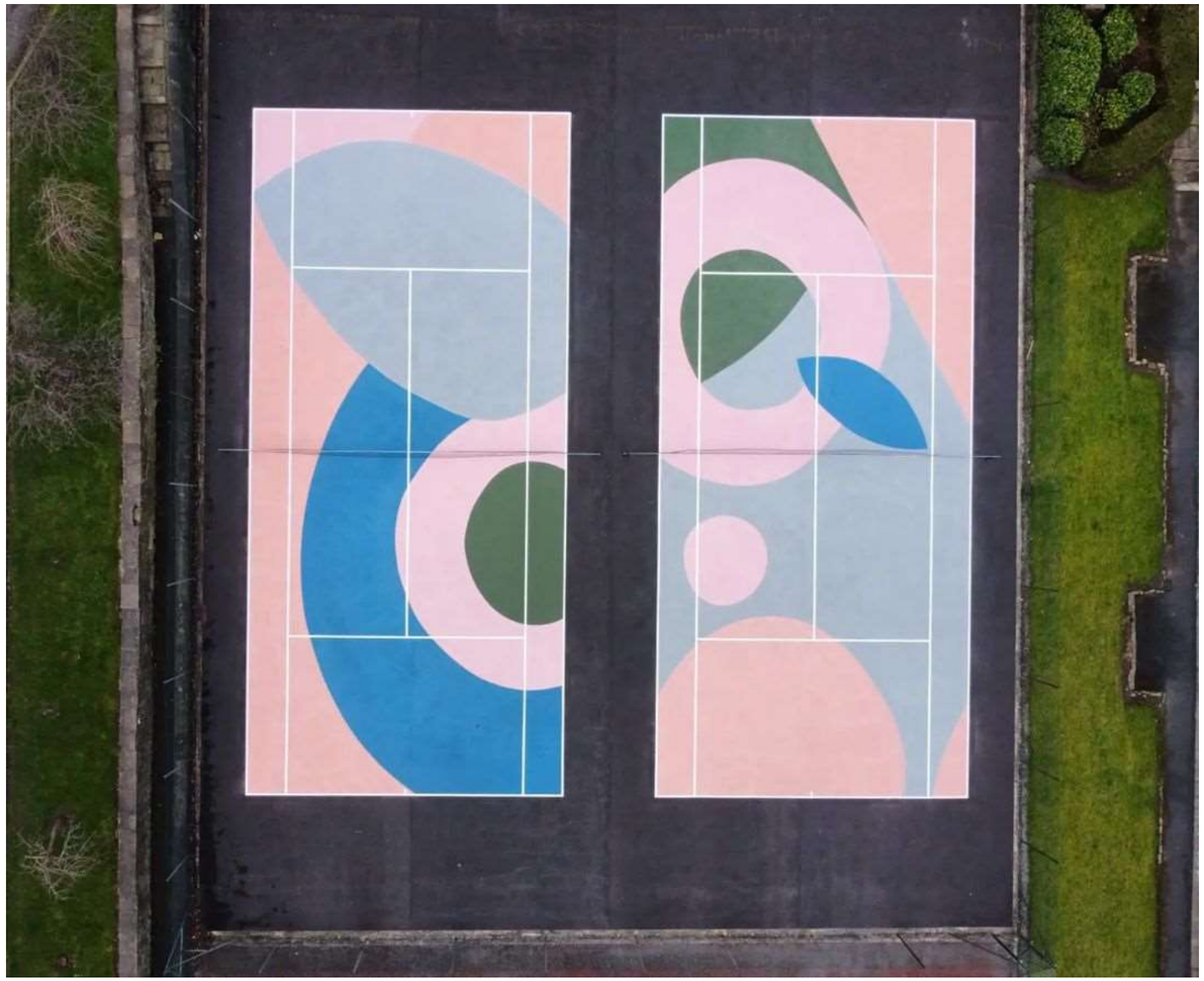
BURLESON PUBLIC ART PLAN

## MURAL POLICY OPTIONS

Option B: City of Burleson Mural Program (Private Property) Permitting Process and Regulations

Mural Design Considerations for murals on Public Property, with a permitting process that requires private property-owners follow design considerations and standards for:

- Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
- Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
- Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
- Longevity - What is the expected life span of the mural? Is it intended to be a short or long term installation?
- Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, instagram or social media interactions or other opportunities?



# FOUNDATION FOR THE FUTURE

# STEPS FOR PROGRAM IMPLEMENTATION



**STEP 1: BUILD THE PROGRAM STRUCTURE (ADOPT POLICY)**

**STEP 2: STAFF THE PROGRAM**

**STEP 3: FORMALIZE THE PUBLIC ART ADVISORY BOARD**

**STEP 4: EXPLORE EXPANDED PROGRAM FUNDING**

**STEP 5: COMMISSION ARTWORK & PROGRAMS**

- INSTALL THE BURLESON BARN QUILTS
- COMMISSION A SITE-SPECIFIC ARTWORK IN OLD TOWN
- DEVELOP A MURAL PROGRAM
- EXPLORE TACTICAL ART PROGRAMMING OPTIONS
- CREATE A CITY-WIDE ART TRAIL
- DEVELOP AN EDUCATIONAL OUTREACH PROGRAM
- COMMISSION AN ARTIST-DESIGNED PARK EXPERIENCE

*While this plan identifies potential funding sources for exploration, the nature of funding is always changing and will ultimately be dedicated based on the market, policy maker discretion, and within the resources are available over a given period.*

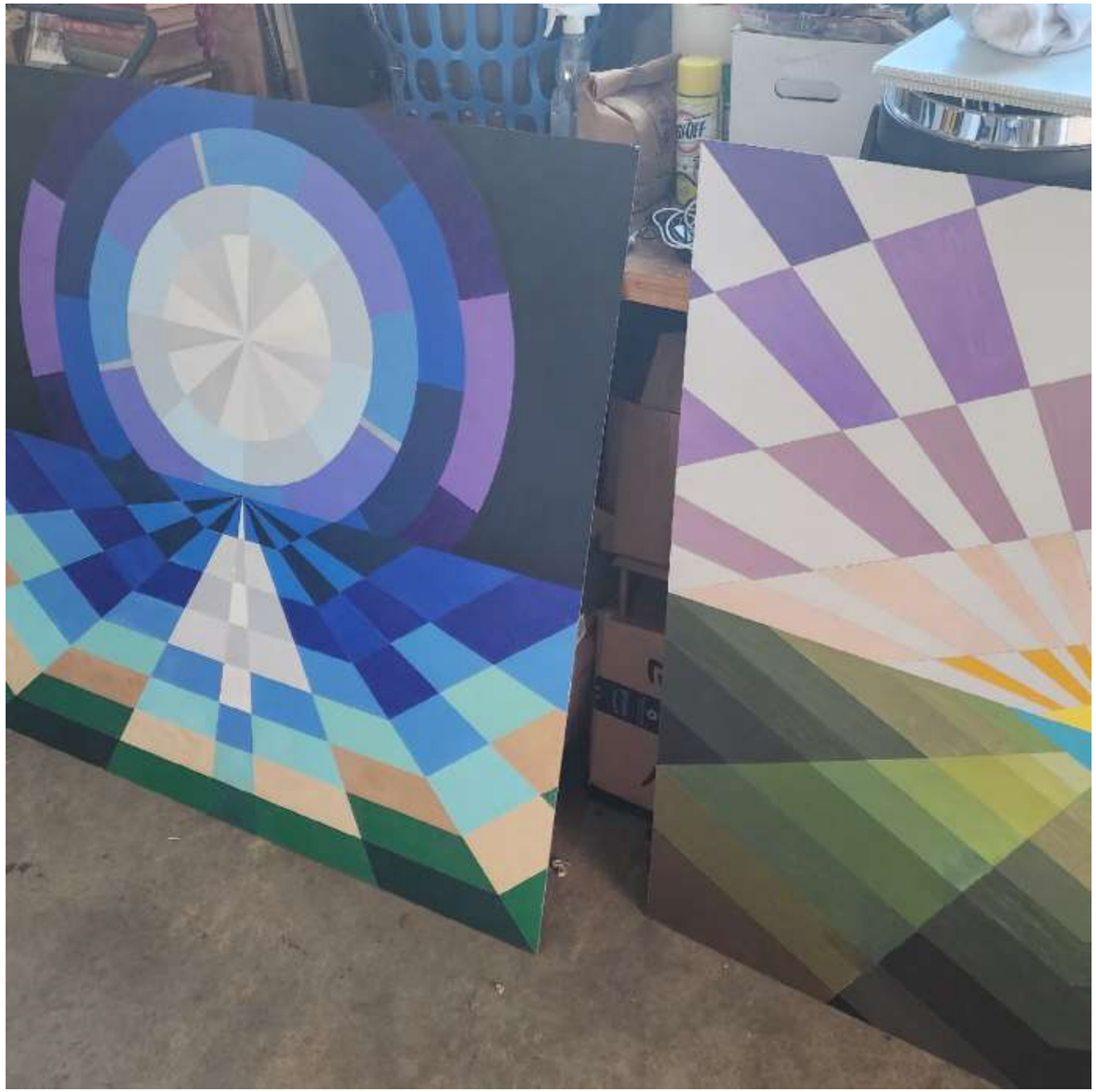


# PRIORITY PROJECTS FOR IMPLEMENTATION

BURLESON PUBLIC ART PLAN

## IMMEDIATE PROJECTS FOR IMPLEMENTATION

- ROTATING BARN QUILT SERIES
- FINAL INSTALLATION (PERMANENT HOME) THE BURLESON BARN QUILTS
- COMPLETION OF THE MURAL AT BAILEY LAKE



# CRITICAL IMPACT AREAS



## COMMUNITY ENGAGEMENT AND IMPACT:

**Public Feedback and Satisfaction:** Include the public art program in any upcoming community surveys. Report findings in the annual public art update to City Council, where available.

**Participation Rates**: Measure attendance at public art dedication ceremonies, art walks, and community engagement workshops related to public art projects.

**Public Response Rates:** Monitor the participation in surveys or public forums for specific art projects to track the response rate and community interest in the program over time.

**Educational Outreach:** Keep track of the number of school groups or community organizations involved in activities related to public art program, set goals annually to increase and diversify participation rates.



## CRITICAL IMPACT AREAS

**COLLECTION QUALITY AND GROWTH:**

**Number of Accessioned Artworks:** Track the annual number of new artworks and the overall investment in the Public Art Collection through commissions and accepted donations.

**Diversity of Collection**: Assess the diversity of artists and arts typologies represented, including local, national, emerging, and established individuals from various backgrounds. Evaluate the art forms such as sculpture, mural, functional, and environmental pieces, along with the themes in the collection.

**Condition Assessments:** Implement a regular schedule for assessing the physical condition of artworks, ideally an annual assessment by city staff and a conservator's report every 5 years. Keep maintenance logs, track repairs, and evaluate the overall state of the collection annually to ensure a high-quality, city-owned collection.

**Lifespan Achievement:** Monitor whether artworks are meeting their expected temporary, short-term, medium-term, or long-term lifespans outlined in the maintenance manuals provided by artists.

participation rates.



## CRITICAL IMPACT AREAS

**VISUAL ENHANCEMENT AND PLACEMAKING:**

**Visibility and Accessibility:** Consider the use of foot traffic counters or geofencing technology in areas around public art installations to measure increases in pedestrian activity following the installation of an artwork.

**Linkage to Other City Projects:** Track the number of public art projects successfully integrated with capital projects or city initiatives to assess the programs success in integrating with other city functions.

**Cultural and Historical Significance:** Document how new artworks contribute to or reflect the cultural or historical importance to the community, possibly through narrative descriptions or community feedback about their relevance, consider publishing a landing page that community member can explore to learn more about the collection.

**Perceived Vibrancy:** Consider a 5-year survey check-point with the community on the public art collection to gather sentiments on the public collection and the perceived quality of life value, it may also be a good juncture to gathering input on near-term priorities for the collection.



## CRITICAL IMPACT AREAS

**PROGRAM EFFICIENCY AND COMPLIANCE:**

**Budget Adherence:** Monitor the program's adherence to its allocated budget for acquisitions, maintenance, and administrative costs.

**Project Timeliness:** Track the completion rates of commissioned projects and evaluate the efficiency of the donation and accession processes against planned timelines.

**Policy Adherence:** Review compliance with established procedures for artist selection, donation acceptance, deaccessioning, and collection management.

**Staff Workload:** Periodically review staff workload related to the Public Art Program to ensure that the staff can efficiently handle their responsibilities.



# THANK YOU!

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING THE PUBLIC ART POLICY; PROVIDING FOR IMPLEMENTATION.**

**WHEREAS,** the City of Burleson recognizes that arts and culture are essential to fostering community identity, economic vitality, placemaking, and overall quality of life; and

**WHEREAS,** the City has developed a Public Art Master Plan, including a comprehensive Public Art Policy, to establish clear procedures and standards for the acquisition, funding, artist selection, mural guidelines, and collection management of public art; and

**WHEREAS,** the Public Art Committee has provided guidance and oversight throughout the planning process, ensuring that the Public Art Policy reflects best practices, community input, and Burleson's long-term cultural goals; and

**WHEREAS,** the Public Art Policy provides a framework for sustainable funding models, such as general fund allocations, hotel/motel tax, percent-for-art policies, and private development contributions; and

**WHEREAS,** adoption of the Public Art Policy is consistent with the City's Strategic Priority 3.2.6 to finalize the Community Arts Master Plan and provide a strategic framework to support cultural growth, public art initiatives, and creative community engagement.

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

**Section 1.**

The City Council finds the recitals set forth above are true and correct and are incorporated herein as findings of the Council.

**Section 2.**

The City Council hereby adopts the Public Art Master Policy, attached hereto as Exhibit "A" and incorporated herein by reference as if set forth fully, as the City's official guiding document for public art planning, programming, and implementation.

.PASSED, APPROVED, AND DULY RESOLVED by the Board, on the _____ day of _____, 2025.

_____

Chris Fletcher, Mayor

City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

E. Allen Taylor, Jr. City Attorney

# City of Burleson
# Public Art Policy
**EFFECTIVE [ ]**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**Acceptance and Accession of the Artwork** 10

City staff should refer to the City of Burleson Purchasing Public Art Policy, prior to finalizing the accession process, as proposed donations may require City Council acceptance. 10

If the proposal is accepted by the City of Burleson, a formal agreement will be negotiated outlining the responsibilities of each party (the City, the sponsor(s), the artist, and outside contractors, where applicable). 10

The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary. 10

The City of Burleson will be the owner of the artwork and reserves the right to remove or alter the work to ensure public safety or because of any other City concerns. The City upholds copyright law and the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A). Any changes will be made in consultation with the artist and sponsor(s) when possible, or notification will be provided. 10

The completed and installed artwork will be accessioned and added to the City's inventory list and master database with all accompanying documentation. 10

**Removal, Relocation, or Deaccession of the Artwork** 10

In accepting a donation of artwork, the City of Burleson will not be bound by any agreement with the donor that restricts the City's ability to act in the best interest of the City of Burleson. Nothing in the acceptance of a donation of artwork shall prevent the City from approving subsequent removal, relocation, or deaccessioning of such donations if it serves the City's best interest to do so. The City will deaccession and dispose of works of art in its Collection in accordance with the Collection Management policies. 10

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**Introduction**

To establish a strong *Public Art Program*, the City of Burleson will adopt the following policies, which includes the following sections: Roles & Responsibilities; Collection Management; Program Update; Use of Funds; Public Art Acquisition; [Option A or B for murals].

**Definitions**

For these policies, the following terms, phrases, words, and their derivation shall have the meaning given herein:

***Accession,*** when used herein, shall mean a procedure for the acceptance of artwork into the Public Art Collection.

***City of Burleson Mural Program***, when used herein, shall mean a program facilitated by staff of the City of Burleson to support the production of privately-commissioned murals to be installed on privately-owned property.

***Artist,*** when used herein, shall mean an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, public performances, past public commissions, sale of works, exhibition record, publications, and/or production of artwork. The members of the architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by these policies shall not be considered artists for the purposes of these policies.

***City,*** when used herein, shall mean the City of Burleson, Texas.

***Creative amenity,*** when used herein, shall mean non-standardized enhancements made to public space.

***Deaccession,*** when used herein, shall mean a procedure for the withdrawal of artwork from the permanent collection and the determination of its future disposition.

***Historic or civic objects,*** when used herein, shall mean an object that is historically or civically significant.

***Life Spans***

- **Temporary:** 0-2 years
- **Short term:** 2-10 years
- **Medium term** 10-25 years
- **Long term** 25+ years

***Mural***, when used herein, means a large-scale artwork, painting, or mosaic, applied to or mounted directly to an exterior surface of a building, construction fence or other structure and that is visible from the public right-of-way. Its primary intent is to be artistic in nature, rather than purely information, creative signage and commercial signage.

***Public Art Collection or Collection,*** when used herein, shall mean art objects owned by the City of Burleson, Texas, its agencies and authorities. Permanent Public Art must be located in a public place with public visibility, accessibility, and impact and shall have a permanence comparable to associated capital projects.

***Public Art Coordinator***, when used herein, shall mean the Public Art Program Coordinator as determined by the City of Burleson.

***Public Art Program,*** when used herein, shall mean the Public Art Program of the City of Burleson, Texas. The Public Art Program intends to promote private and public programs to further the development and public awareness of, and interest in, the visual arts and fine crafts and encourage the integration of art into the architecture of municipal structures and commercial development projects in the City.

***Committee*****,** when used herein, shall mean a COMMITTEE of the Advisory Committee advising on matters pertaining to the City of Burleson's Public Art Collection when the City is funding the creation or acquisition of new artwork in public spaces. The COMMITTEE is committed to promoting awareness, access, and appreciation of public art for the City of Burleson. The COMMITTEE also provides recommendations for public art placement in the City of Burleson and facilitates administrative duties required for the Public Art Program.

***Public art,*** when used herein, shall mean any of the following: sculpture, statues or monuments in any material or combination of materials; painting; murals; graphic arts including printmaking and drawing; photography; crafts in clay, fiber and textiles, wood, metal, plastics, glass and other materials; mixed-media, any combination of forms or media, including collage; functional art such as street furniture, as defined by the City of Burleson Public Art Program; environmental art consisting of landforms and artistic landscape composition.

The term "Public Art" does not include reproductions by mechanical or other means of original works of art, except for limited editions, controlled by the artist, of original prints, cast sculptures, photographs or other works of art; decorative, ornamental, or functional elements which are designed by the building architect or consultants engaged by the architect which are a traditional and typical element of architectural design; elements generally considered to be conventional components of a landscape architectural design including, but not limited to, plant materials, pools, paths, benches, receptacles, fixtures and planters except street furniture as defined by the City of Burleson Public Art Program and environmental art consisting of landforms and artistic landscape composition; "Art objects" which are mass produced or of a standard design, such as playground sculpture or fountains, except pieces of historical significance to the city; directional or other functional elements, such as supergraphics, signage, color coding and maps, except where sculptural pieces are used to define gateways in the city; electrical, water or mechanical service for activation of the work; exhibitions and educational programs related to the work; performing arts; and art that displays slogans, logos, mascots or commercial advertising.

***Public Art Public Art Policy or Public Art Policy,*** when used herein, shall mean the policies recommended by the City Manager and approved by the City Council for the administration of the Public Art Plan. The Public Art Public Art Policy and any amendments thereto shall take effect forty-five (45) days after approval by the City Council.

***Public Art Plan*** or ***Plan*** when used herein shall mean the Public Art Plan of the City of Burleson, Texas that pertains to public art and culture, as it exists or may be amended. The Plan shall provide a process for the systematic selection and acquisition of pieces of artwork and locations of art to be included in public spaces.

***Public space,*** when used herein, shall mean any area or property (public or private) which is accessible or visible to the general public a minimum of 8 hours per business day.

***Publicly-owned land,*** when used herein, shall mean any land open to the public and managed by the City of Burleson, Texas.

***Public Art Program Workplan,*** when used herein, shall mean a document that outlines projects that are in-progress and will be initiated in coming fiscal years.

***Relocation,*** when used herein, shall mean a procedure for the movement of an artwork from one location to another.

**Roles and Responsibilities**

The City of Burleson Parks and Recreation Office shall administer the Public Art Program in partnership with other departments. Day-to-day responsibility for the program will ultimately reside with the Public Art Coordinator, and are outlined below in the Public Art Public Art Policy. The Public Art Coordinator may be a City staff member or an outside consultant and have an oversight role for all of the public art projects executed within the city. The Public Art Coordinator will collaborate with City staff or outside contractors to execute projects.

**City of Burleson City Council**
The City of Burleson City Council has adopted Ord. [ ], establishing the City of Burleson Public Art Program. As the community's elected officials, the Mayor and Council members are ultimately responsible for the outcomes of the Public Art Program.

**Public Spaces and Cultural Heritage Committee**
The Burleson Public Spaces and Cultural Heritage Committee is an ADVISORY committee. Advising on matters pertaining to the City of Burleson's Public Art Collection when the City is funding the creation or acquisition of new artwork in public space, as defined above.

The committee consists of nine (9) members.

The Public Spaces and Cultural Heritage Committee has the following responsibilities in regards to the execution of the Public Art Policy:

1. Act principally in an advisory capacity to Burleson staff in any matter pertaining to public art.
2. Advise and make recommendations to city staff pertaining to, among other things, artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.

Any member serving on the Committee is ineligible for a public art project by the City of Burleson during their membership and for an entire year following.

**Public Art Program Coordinator**

The City Manager will determine appropriate staffing structure to oversee citywide public art activities and manage the Public Art Program. Additional staff resources or outside consultants may be required to assist in implementing projects, particularly those of a larger scale. Responsibilities include:

1. Work with various departments to develop potential projects for inclusion in the Program Update.
2. Coordination with other city planning efforts.
3. Present a public art update as part of the City's regular budget process to the City Council.
4. Coordinate and manage the Advisory Committee and its meetings
5. Coordinate with Advisory Committee to ascertain advice on any matter pertaining to public art, including:
    a. preparing and presenting the public art update to the Advisory Committee, and City Council;
    b. artist selection juries and process;
    c. purchase of artworks;
    d. commission and placement of artworks; and
    e. public art programming;
6. Coordinate the hiring of an outside consultant or agency to administer public art projects as needed.
7. Ensure various city offices are following the City's Public Art Public Art Policy.

**City Staff**

City staff members, particularly parks and recreation, development services, economic development and capital engineering, should look for opportunities to include public art in capital improvement projects (CIP) throughout the city, particularly in locations identified as priorities in this plan. Overall public art responsibilities include:

1. Explore opportunities to include public art in existing CIP projects.
2. Coordinate with the Manager for inclusion of projects within the Program Update and report.

**Collection Management**

The City of Burleson acquires artworks by commission and donation. Processes for these acquisitions are dictated by the *Public Art Ordinance* and the Acquisition and Donation sections found in this section. Artwork acquired through these processes are considered to have been accessioned into the City's Public Art Collection. They must be cared for in accordance with the policies and Procedure for Maintenance and the Collection Management policies. Artwork in the City's possession that were acquired outside of or before these policies may not be accessioned pieces of the Public Art Collection and thus may not be subject to the Collection Management policies. These policies only apply to artworks formally accessioned into the City of Burleson Public Art Collection, in accordance with the processes set forth in this document. The Collection Management policies are intended to maintain the value of the City's Public Art Collection and guard against the arbitrary disposal of any of its pieces.

**Objectives**

- Maintain a Collection management program that results in a high-quality, city-owned Collection;
- Eliminate artwork that is unsafe, not repairable, or no longer meets the needs of the City of Burleson;
- Respect the creative rights of artists; and
- Support an efficient workload for staff.

**Donations**

Requests to donate artwork to the City may be considered on a case-by-case basis, where the City has established in advance, and publicized, a need, project, or location in which an art donation may be included. Requests for consideration shall be made to the Public Art Coordinator. The City has no obligation to accept a proposed Donation.

**Donation Requirements**

The City will consider donations on the following basis:

- The donation contributes to and enhances the City's Collection;
- The donation meets a high standard of quality and is appropriate and meaningful to the community;
- The donation follows required City procedures, including the submission of a Donation Proposal and a Maintenance Plan. Donation Proposal requirements are included in these policies. The requirements for the Maintenance Plan can be found in Procedure for Maintenance policies below;
- The donation proposal includes a plan to fund and deliver ongoing operations and maintenance – or the resolution accepting the public art must identify how maintenance will be funded; and
- The donation proposal is reviewed and endorsed by the Advisory Committee and approved by the City of Burleson.

The City will not accept a donation of artwork until all funds for development, fabrication, siting, and installation have been secured. The City will consider the following types of donation proposals for artworks for City-owned property:

- An already completed artwork; or
- A commissioned artwork by a specific artist or artists to be created especially for City-owned property.

**Donation Proposal Procedures and Review Process**

Formal requests to donate artwork to the City of Burleson are made to the Public Art Coordinator.

1. The donor shall complete an Art Donation Agreement Application (donor form) and submit the form to the Public Art Coordinator.
2. Following a positive initial review by a City employee designated by the City Manager, the City will contact the Advisory Committee, which will evaluate the donation request to determine the appropriateness of the donation as measured by approval criteria and provide a written recommendation to the City Council.
3. The City will then determine whether the donation is in the City's best interest and is consistent with the City's goals and applicable City laws, policies, Ordinances, and Resolutions.
4. The City will notify the donor in writing, identifying final conditions if approval is granted.

**Ownership**

Once the City accepts a gift, the City shall be the sole owner of the donated item and will have the right, in its sole and absolute discretion, to deaccession any donated item without providing notice to or obtaining the donor's consent.

**Criteria for Evaluation**

Elements will include, but will not be limited to, the following:

1. **City-owned Property** – Donated public art must be suitable for public display on City-owned or City-managed property;
2. **Relevance and Site Context** – Works of art must be appropriate for the proposed location and its surroundings and/or complement the architecture, topography, history, and social dynamic of the location in which it is placed. Proposed public art should also align with the goals of the Public Art Plan;
3. **Artist and Artwork Quality** – The artist demonstrates the ability and potential to execute the proposed public art based on previous artistic achievement and experience. Duplication of work will also be considered. The public art must enhance the City's Collection.
4. **Physical Durability** – The public art will be assessed for long term durability against theft, vandalism, and weather;
5. **Public Safety and Liability** – The public art will be assessed for any public safety concerns, as well as for any potential liabilities for the City;
6. **Sustainability** – Consideration will be given to the environmental impact and sustainability of the proposed public art, including its operations and maintenance requirements/costs; and
7. **Legal** – Proposed terms of donation, legal title, copyright authenticity, artist's right to reproduce, liability, and other issues as deemed appropriate will be considered.
8. **Originality** - Works of art should be an original design unless it is decided that the work will enhance and complement the character of the surrounding area.
9. **Compliance with Sign Code** - Proposed public art should feature no copy, lettering, symbols, or any references directly promoting any product, business, or service unless such images are discreet and do not detract from the public art. Sponsor and artist names may be incorporated in murals but should be discreet and not exceed 5% of the design.
10. **Supporting Costs** - The City's preference is for donors and loaners to provide financial support for public art projects. Donations and loans are an important tool for growing the public arts in the City of Burleson and they foster civic pride by providing people and businesses the opportunity to shape the public environment. Projects should identify sponsorship. All requests for use of City funds for production, siting, installation or ongoing operations and maintenance of the work must be approved by City Council.
11. **Installation and Maintenance** - Any applicant for public art should present a reasonable plan to install and remove (or preserve) the work. The maintenance plan agreed upon between the artist, business owner, and/or property owner should adequately make arrangements to preserve and, if necessary, restore the quality of work during its exhibition. Elements of a thorough maintenance plan would include:
    i. Lifespan of public art and prognosis of durability in consideration of that lifespan.
    ii. Routine cleaning protocols, methods, cleaning agents, and frequency.
    iii. Itemization of long-range considerations and care, highlighting maintenance and the anticipated need for periodic conservation treatment or repairs.
    iv. Specifications of materials used in fabrication.
    v. Guarantee against failures of workmanship over an agreed upon period of time.
    vi. Assignment of manufacturers or fabricators warranties to the owner of the public art.

**Memorial Gifts**

Memorial gifts will have an additional review process, which will include, but will not be limited to, the following:

1. **Timeframe** – The person or historical event memorialized must be deemed significant enough to merit such an honor. If the public art portrays a person in their likeness, the person so honored will have been deceased for a minimum of two years before consideration. The City reserves the right to remove memorials at any time should the City deem it necessary.

2. **Community Value and Timelessness** – The art selected represents broad community values and timeless qualities that will be meaningful to future generations; and
3. **Location** – The location under consideration is an appropriate setting for the memorial; generally, there should be some specific geographic justification for the memorial being located within a particular site.

**Acceptance and Accession of the Artwork**
City staff should refer to the City of Burleson Purchasing Public Art Policy, prior to finalizing the accession process, as proposed donations may require City Council acceptance.

If the proposal is accepted by the City of Burleson, a formal agreement will be negotiated outlining the responsibilities of each party (the City, the sponsor(s), the artist, and outside contractors, where applicable).

The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary.

The City of Burleson will be the owner of the artwork and reserves the right to remove or alter the work to ensure public safety or because of any other City concerns. The City upholds copyright law and the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A). Any changes will be made in consultation with the artist and sponsor(s) when possible, or notification will be provided.

The completed and installed artwork will be accessioned and added to the City's inventory list and master database with all accompanying documentation.

**Removal, Relocation, or Deaccession of the Artwork**
In accepting a donation of artwork, the City of Burleson will not be bound by any agreement with the donor that restricts the City's ability to act in the best interest of the City of Burleson. Nothing in the acceptance of a donation of artwork shall prevent the City from approving subsequent removal, relocation, or deaccessioning of such donations if it serves the City's best interest to do so. The City will deaccession and dispose of works of art in its Collection in accordance with the Collection Management policies.

**Art on Loan or Temporary Display on City-owned Property**
Art on loan, or art on temporary display on City-owned property, must meet the Donation Requirements above, follow the Donation Proposal Procedures 1-11 above, and be reviewed through the Donation Proposal Review Process. Art on loan or art on temporary display on City-owned property must not be accessioned or added to the City's inventory list and master database. The City shall determine whether an expenditure of City funds, either a direct outlay of City funds or the use of City sources and materials, is associated with or required by acceptance of the loan prior to acceptance. The City may accept loaned public art from organizations and residents outside of the city.

All incoming loans should be documented and monitored in accordance with the same detailed procedures the government objects in City of Burleson's Public Art Collection. Loans must be documented by written loan agreements between the lender and the City, which should be signed by the lender prior to delivery and/or installation of the work to the City.

Upon City approval of a loaned artwork, the lender must sign an Art Loan Agreement with the City. The agreement should include:

- Term of Loans
    - Loan agreements shall be for a minimum of six months and a maximum of two years, with a provision for up to one year extension with written approval from the lender and the City. When determining the duration of a loan and its duration for display, Lenders and the City should consider an object's material conditions, display location, and display context.
    - At the end of the term of loan, the lender will be granted up to six additional weeks for the removal of the artwork from the site on which it resides.
- Costs
    - The lender will be responsible for all costs associated with the loaned artwork, including but not limited to costs of transportation, installation, maintenance, removal, and repair (if needed).
    - The City will provide site maintenance as well as assistance with installation and removal, under the supervision of the lender or lender's representative. The City shall not be held responsible for any damage to the artwork while it is on loan.
- Installation:
    - Artwork must be installed in accordance with requirements from City staff.
- Insurance
    - The City will not assume responsibility for damage or theft of artwork that is on display in accordance with this Public Art Policy.
    - The lender will acknowledge that a risk of damage, loss, vandalism, or theft is inherent in a public display.
    - The lender must furnish satisfactory evidence of liability insurance by submitting a Certificate of Insurance and an Additional Insured Endorsement listing the City. With approval from City Administration, the liability insurance requirement can be waived if the lender signed an Art Loan Release of Liability form.
- Maintenance
    - A representative of Parks will make periodic inspections of the work of art after acceptance by the City Council. Inspections shall be made at intervals deemed appropriate by the Public Art Manager or their assignee. The need for maintenance or repairs of the Loaned Public Art may be reported by the staff of any City department or office, and citizens.
    - The Loaned Public Art and surrounding site shall be kept in a clean and orderly condition and in accordance with Collection Management policies and the terms and conditions of the agreement, if one exists, between the lender and the City.
    - The lender or his or her designated representative will be utilized to make recommendations regarding the care and maintenance of the work of art when deemed appropriate by the City. A visual arts specialist or art conservator should be consulted if the artist or designated representative is not available to advise on the necessary care requirements.
    - The Office of Community Services shall be responsible for carrying out the lender's advice on such care requirements and for determining such requirements when the artist/donor is unavailable.
    - Prior to accepting the Loaned Public Art, the lender will provide the City with a condition inspection report.
    - Vandalism or other damage to the Loaned Public Art shall be reported to the Burleson Police Department and/or the Office of Community Services.
    - The lender shall pay the cost of maintaining the Loaned Public Art, unless otherwise provided in the written agreement between the lender and the City.
- Removal

- Lenders are required to remove artwork by the agreed termination date. The City does not accept responsibility for artwork not removed within the designated time frame. Any piece of art that is not removed by the deadline shall be treated as abandoned property
- Artwork may be removed from City property in accordance with the Deaccession section of this Public Art Policy.

**Maintenance**

The City of Burleson will administer the maintenance of the City's Collection with advice from the Public Art Coordinator and other outside partners through yearly evaluation and planning for the care of the existing Collection.

This section addresses:

- Accessioning and inventorying the City's Collection of public art;
- Preparing a biennial Public Art Maintenance Plan; and
- Overseeing routine maintenance and special conservation treatment of the City's Collection.

Every five years, the City of Burleson will assess the condition of all public art with a qualified professional conservator and develop a prioritized list of works in need of conservation or maintenance. This list will be the basis of the biennial Public Art Maintenance Plan.

Under this plan, trained contractors may carry out routine maintenance. For work in need of a higher level of maintenance, specialized care, or conservation treatment, the Program will utilize the maintenance funds available held in the Public Art Fund.

[Optional] Temporary Artwork Removal for Conservation Treatment

In some cases, artwork conservation may not be possible for some artworks that are publicly displayed or in storage. Such artworks must be temporarily removed from public display or storage for conservation to be completed in a qualified conservation lab. Temporary removal of such artworks from public display or storage is not considered deaccessioning, and procedures for emergency removal do not apply to these cases.

In cases of temporary artwork removal from public display or storage for the purposes of receiving conservation treatment, the artwork will be processed as an outgoing artwork loan for the duration of its treatment.

If an artwork requires conservation treatment and must be removed from public display or storage, then the following procedures must be completed before the artwork is temporarily removed from display or storage for treatment:

- Presentation to the City Manager's Office, describing the scope, timeline, and budget for off-site conservation services for the artwork
- City Manager's Office approval of off-site conservation scope
- Public Art Coordinator's completion of the outgoing artwork loan form, which is to be filed with the appropriate City Manager's Office.

Prior to the artwork's travel for treatment, the artwork must undergo an outgoing artwork conservation assessment by a trained conservator or registrar. Upon the artwork's return to the City of Burleson, the artwork must undergo an incoming artwork conservation assessment by a trained conservator or registrar. The City of Burleson should consult with a trained conservator or registrar on appropriate artwork crating and shipping procedures for any artwork traveling to or from the City of Burleson.

Maintenance Guidelines for Acquiring New Works

**Maintenance Plan**
As described in the Acquisition Public Art Policy, all acquired artworks must have a maintenance plan developed.

**Utilization of the Maintenance Plan**
The Maintenance Plan will be used to:

- Advise the Advisory Committee, appropriate City staff, and others who must review and approve design proposals or accept or decline donated artwork;
- Troubleshoot the production of construction drawings, the fabrication of the artwork, and the preparation of the site;
- Follow-up on the artist's recommendations; and
- Refer to during the post-fabrication/installation inspection to prepare a final report and a punch-list to complete the project.

The City of Burleson, professional conservators, and artists will strive to address the recommendations in the Maintenance Plan without unduly interfering with the aesthetic intent of the proposed public art.

**Post Fabrication/Installation Inspection**
The Post-Fabrication/Installation Inspection conducted by City staff will be based upon and follow-up on the Maintenance Plan that was developed during the design phase. It will include the following:

- Ensure that recommendations made in the Maintenance Plan and during fabrication were followed;
- Confirm that the artwork is executed as proposed and agreed upon;
- Confirm that there are no missing or incomplete elements;
- Establish that materials quality and stability are acceptable;
- Establish that fabrication quality and stability are acceptable;
- Confirm that installation is stable and secure;
- Confirm that stainless steel is fully and properly "passivated";
- Confirm that, if required, protective coatings have been applied;
- Ensure that warranties for electronic and other media are submitted as necessary;
- Identify any remaining vulnerabilities;
- Confirm no new damage resulting from installation process;
- Ensure that the maintenance and operations plan is accurate; amend as needed; and
- Confirm that the plaque/public notice meets program policies and is properly installed.

**Deaccession**
**Removal from Public Display**
Requests to deaccession artwork to the City may be considered on a case-by-case basis. Requests for consideration shall be made through the Public Art Coordinator to the Advisory Committee, based on the deaccession criteria below.

If the artwork is removed from public display, the City of Burleson may consider the following options:

- Relocation: If the Advisory Committee recommends that an artwork must be removed from its original site, and if its condition is such that it can be re-installed, the Advisory Committee will attempt to identify another appropriate site. If the artwork was designed for a specific site, the

Advisory Committee will attempt to relocate the work to a new site consistent with the artist's intention. If possible, the artist's assistance will be requested to help make this determination.

- Store artwork until a new site has been identified or the City decides to deaccession the artwork.
- Sell or trade the artwork after deaccession.

**Provision for Emergency Removal**

In the event that the structural integrity or condition of an artwork is such that the artwork presents an imminent threat to public safety, the City Manager may authorize immediate removal without the artist's consent, and have the artwork placed in temporary storage. The artist must be notified of this action within 30 days. The City will then consider options for repair, reinstallation, maintenance provisions or deaccessioning. In the event that the artwork cannot be removed without being altered, modified, or destroyed, and if the Artist's agreement with the City has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A), the City must attempt to gain written permission before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the City shall proceed according to the advice of the City Attorney.

**Criteria for Deaccession**

1. The Advisory Committee may consider the deaccessioning of artwork for one or more of the following reasons in the event that it cannot be re-sited:
2. An artwork is not, or is only rarely, on display because of lack of a suitable site.
3. The condition or security of the artwork cannot be reasonably guaranteed.
4. The artwork has been damaged or has deteriorated and repair is impractical or unfeasible.
5. The artwork endangers public safety.
6. In the case of site specific artwork, the artwork's relationship to the site is altered because of changes to the site.
7. The artwork has been determined to be incompatible within the context of the collection.
8. The City of Burleson wishes to replace the artwork with work of more significance by the same artist.
9. The artwork requires excessive maintenance or has faults of design or workmanship.
10. The City of Burleson has approved necessary site alterations
11. Written request from the artist.
12. The artwork has become publicly associated with racism, sexism, homophobia, xenophobia, acts of assault or violence, or other offensive themes.

**Integrity of Artworks**

The City of Burleson Public Art Program will seek to ensure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A).

**Access to Artworks**

The City will seek to assure continuing access to artworks by the public. However, the City may limit availability due to circumstances such as funding, public safety, display space, and deaccession processes.

**Life Spans**

An artwork's life span is either the $50,000 of time its materiality will allow it to be displayed (either for artwork safety or artwork integrity reasons), or the object's display period, as determined by a contract between the City and the artist, whichever is shorter. Life spans assigned to the work during the commissioning process will be considered as part of requests for deaccession or removal. For artworks

that have not been assigned a life span, the Public Art Coordinator may engage experts to assist in assigning the artwork a life span, based on the life expectancy of the artwork's materials and fabrication methods, and/or the programming priorities of the Advisory Committee.

Temporary: 0 - 2 years
Short Term: 3 -10 years
Medium-Term 11 - 25 years
Long-Term 26+ years

**Application Process**
**Preliminary Request**
Permanent artworks must be in place for at least five years before deaccession or relocation requests will be considered unless matters of public safety necessitate the removal. Deaccession or relocation requests may be submitted by the public.

**Deaccession and Removal Form**
Applicants will be required to submit a written request to City staff, or the appropriate representative for consideration of deaccession or removal of artwork.

Review Process
In consultation with the Advisory Committee, the Public Art Coordinator will review requests and decide on either deaccession or relocation.

**Public Meeting**
The City may hold a public meeting to gather community feedback on a proposed deaccession or removal, unless the removal is an emergency. The City may also decide to hold additional public meetings or gather community input through other methods. The City may seek additional information regarding the work from the artists, galleries, curators, appraisers, or other professionals before making a recommendation.

**Artist Involvement**
If deaccession or removal is recommended, the artist (if available) will be contacted and invited to provide input to the City. The artist's contract and other agreements or pertinent documents will be reviewed and sent to the City Attorney's Office for final approval.

**Recommendation**
The Public Art Coordinator will prepare a report and consult with the City Attorney, as necessary. City staff's recommendation may include dismissing the request and/or modifying, relocating, selling, donating, disposing, or storing the artwork.

The Public Art Coordinator will provide all relevant correspondence including, but not limited to:

1. Artist's Name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's Texasment about the Artwork named in Deaccession or Relocation Request (if possible)
4. A description of the selection process and all related costs that was implemented at the time the Artwork was selected.
5. A formal appraisal of the Artwork (if possible)
6. Information regarding the origin, history, and past ownership of the Artwork
7. Information about the condition of the Artwork and the estimated cost of its conservation.

8. Information and images of the Artwork's site
9. Any information gained from the public meeting held about the deaccession and removal of the work.
10. Feedback from the City Manager's Office responsible for operating and maintaining the Artwork.
11. Detailed budget for all aspects of conservation, maintenance, repair, installation, operation, insurance, storage, and City Staff support.
12. The Artist's contract with the City.

City staff can recommend one or more of the following methods for an artwork's deaccession:

1. Sale or Exchange - sale shall comply with the State of Texas and City of Burleson laws and policies governing the sale of municipal property.
    a. Artist, or eTexas of the artist, will be given the first option to purchase or exchange the artwork(s).
    b. Sale may be through auction, gallery resale, direct bidding by individuals, or other forms of sale in compliance with the State of Texas and City of Burleson law and policies governing surplus property.
    c. Exchange may be through an artist, gallery, museum or other institution for one or more artwork(s) of comparable value by the same artist.
    d. No works of art shall be traded or given to Advisory Committee members or City of Burleson staff.
    e. Proceeds from the sale of artwork shall be placed in an City of Burleson account designated for public art purposes. Any pre-existing contractual agreements between the artist and the City regarding resale shall be honored. An exception to these provisions may be required if the artwork was originally purchased with funds that carried with them some restriction, for example, bond funds for street and sidewalk improvements, in which case the proceeds shall be placed in an account designated for art allowed under similar restriction(s).

2. Destruction of Artwork – if artwork is deteriorated or damaged beyond repair or deemed of negligible value.
3. If the City of Burleson is unable to dispose of the artwork in the manner outlined above, the Public Art Coordinator may recommend the donation of the artwork to a non-profit organization or another method.

**Costs**

If deaccession or relocation accommodates the applicant's interests or project, they may be required to cover the deaccession or relocation at no cost to the City.

**Conflict Of Interest**

No works of art shall be given or otherwise transferred publicly or privately to officers, directors, or employees or staff of the City of Burleson or their immediate families or representatives of the City of Burleson.

**Compliance With Applicable Policies And Regulations**

Deaccession and relocation of artwork will be done in a manner that complies with all other applicable City of Burleson, State of Texas, and federal procedures, policies, and regulations.

**Existing Public Art Pieces At Time Of Public Art Policy Adoption**

Existing public art pieces on City-owned property should be evaluated using the accession criteria to ensure that it is appropriate for the City to continue owning and maintaining the artwork. If it does not meet the accession criteria, then the piece will not be accessioned into the City of Burleson Public Art Collection.

**Public Art Program Workplan**

**What is the Public Art Program Workplan?**

The Public Art Program Workplan is a document that outlines in-process projects, and projects will be initiated in the coming fiscal year(s). The Program Update is one of the most crucial elements of the Public Art Program. It creates a roadmap and allows for the input of community members, elected officials, and others who care deeply about public art in the City of Burleson.

The Public Art Coordinator will develop the Update in consultation with staff and the Advisory Committee and submit it to the Mayor and City Council as part of the budget for review and approval.

The following steps will be taken to develop the Public Art Program Workplan:

1. Work with City Manager's Offices to determine the availability of funds for the upcoming year(s).
2. Identify projects to be paid for by identified funding, including acquisition and maintenance.
3. Develop a draft Public Art Program Workplan that will include locations, goals, and budgets for public art projects and programs for staff review.
4. Present the Update to City Council as part of the City budget approval.
5. Integrate feedback from City Council to determine the final Program Update.
6. Report on the use of funds collected to support the Public Art Program to and increase the $50,000 of art in the City that is available to the public.

Use of Funds

Funding for the City of Burleson Public Art Program may come from:

- the Public Art Fund, as outlined in CODE;
- the City's Capital Improvement Budget;
- grants and/or contributions from private entities;
- other public agencies;
- philanthropic sources; or
- through other sources as deemed appropriate by the City.

**Uses of Funds**

The public art funds may be spent for:

- Calls for Entry, RFQ's/RFP's, concept designs, maquettes, juror stipends, and other costs related to competitions and Commissions
- Artist fees including travel stipends and expenses related to travel;
- Artwork fabrication and installation;
- Site preparation and cleanup;
- Acquisition of existing works of art;
- Relocation of existing or Commissioned works of art;
- Required permits and insurance during the fabrication and installation of the artwork;
- Informational/promotional materials and public events directly related to the artwork;
- Required equipment needed for installation;
- Artwork appraisal;
- Staffing and services of an Arts Administrator;
- Curators and contracted services.

The public art funds may not be spent for:

- Mass-produced work, with the exception of limited editions controlled by the artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by a project's architect or other designer.
- Routine maintenance, conservation, repair, or restoration, exceeding more than 10% of the annual budget.
- Purchase of existing works of art outside of the selection process.

**Public Art Acquisition**

These policies establish the practices for acquiring artworks. The procedure creates a thorough and transparent process for acquiring artwork and favors open-ended selection processes to ensure artistic excellence in the City's Collection.

Selecting the artist is one of the most critical steps in commissioning public art. An open, equitable, competitive process that inspires the artist and engages the community can be an enriching experience and lead to more creative and exciting public art. The Public Art Coordinator will work with the Advisory Committee to determine the appropriate method for commissioning new artwork for each Public Art Program project.

Goals of the Selection Process

- To satisfy the goals of the project site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public.
- To ensure that the artwork collection, overall, is reflective of all present and past stories and community legacies of Burleson.

Conflict of Interest

Advisory Committee or Public Art Committee members will declare any and all conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a Advisory Committee member, an organization the Advisory Committee member is associated with as a staff or board member, or a Advisory Committee member's family member, has the potential to gain financially from the project under consideration by the Advisory Committee or Public Art Committee. In order to promote public confidence in this process, a Advisory Committee member may also declare a conflict if they think there may be a perception that they have a conflict. Potential conflicts should be submitted in writing to the City Manager. If it is determined by the City Manager that a conflict exists, the Advisory Committee member must resign from the selection Advisory Committee.

Artist Selection Methods for Acquiring Existing Artwork

**Competitions**

In competitions, the City may put out an open call to artists for a possible inclusion in an exhibition at a predetermined site. The competition, which may or may not take the form of a temporary exhibit may feature existing artworks. Each selected artist may receive a stipend and the City may purchase one or more pieces of artwork at the conclusion of the exhibit to be placed in public locations around City of Burleson. All calls for artists will be advertised on the City of Burleson's website, appropriate procurement site.

**Direct Selection**
On occasion, artists may be chosen directly by the Artist Selection Advisory Committee. Direct selection may be useists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson Purchasing Regulations prior to finalizing the accession process, as proposed donations may require City Council acceptance.

**Direct Purchase**
Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be "one-of-a-kind" and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson Purchasing Regulations , prior to finalizing the accession process, as proposed donations may require City Council acceptance.

**Artist Selection Methods for Commissioning New Artwork**

**Open Competition**
In an Open Competition, any artist may submit their qualifications or proposal, subject to any requirements established by the Artist Selection Advisory Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and brings in new, otherwise unknown, and emerging artists.

**Limited or Invitational Competition**
In a Limited Competition or Invitational, several pre-selected artists are invited by the Artist Selection Advisory Committee to submit their qualifications and/or proposals. This method may be appropriate when the City is looking for a small group of experienced artists, a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. This list of artists could come from a pre-qualified list.

**Direct Selection**
On occasion, artists may be chosen directly by the Artist Selection Advisory Committee. Direct selection may be useful on projects where an urgent timeline, low budget, or where precise project requirements exist. This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson Purchasing Regulations, prior to finalizing the accession process, as proposed donations may require City Council acceptance.

**Direct Purchase**
Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be "one-of-a-kind" and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Burleson's purchasing procedures. City staff should refer to City of Burleson

Administrative Regulation, prior to finalizing the accession process, as proposed donations may require City Council acceptance.

**Artist Services Procurement**

**Design Team Member**
In some instances, the City may use a targeted process to select an artist as part of a larger project design team. Language would be added to the project Request for Qualifications/Request for Proposals specifying that all teams responding to the RFQ/RFP must include a professional artist from a pre-qualified list as described in the section below. Given the nature of the project, a design team responding to an RFQ/RFP may be asked to identify an artist as part of the team based upon criteria established by the City in the RFQ/RFP. In this case, the Public Art Coordinator will represent the Program as part of the selection Advisory Committee for the design team.

**Pre-Qualified Artist Lists**
The City may decide to develop a pre-qualified pool of artists from which it can choose artists for Limited Competition, Direct Selection, and Direct Purchase. This pool would be developed based on a comprehensive review of artist qualifications. This list could be updated annually or bi-annually, depending on the frequency of new projects.

Artist Selection Process for Artwork Acquisition (Existing Artwork and Newly-Commissioned Art)
Once an Artist Selection method is determined, a selection process will be established. A jury of recognized experts will make recommendations for selected artists to create site-specific artwork or will make recommendations for artwork chosen to be exhibited.

If the budget for a single piece of artwork is $50,000.00 or more, a selection panel must be formed. If the budget for a single piece of artwork is less than $50,000.00, the Advisory Committee will act as the selection Advisory Committee.

Purpose and Responsibilities
The artist selection process will interpret and review the artist's proposals based on the selection criteria.

The goals of the selection process are as follows:

- To satisfy the goals of a specific project or site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community, and the City Manager's Office(s) involved.

**Artist Selection Committee**

Membership of Selection Committee
Membership will be recommended by the Public Art Coordinator. The members of the selection panel (panelists) will be representative of the community demographic and will consist of at least five (5) but no more than nine (9) members from the list below:

- Members of the Advisory Committee
- Artist or arts administrator;
- Design professionals
- City of Burleson project manager who may appoint the project architect or project landscape architect in their stead; and
- A member of the project steering Advisory Committee if one has been appointed
- Community or neighborhood representative

**Artist Selection Committee Conflict of Interest**

Artist Selection Advisory Committee members will declare any conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a Advisory Committee member, an organization the Advisory Committee member is associated with as a staff or board member, or a Advisory Committee member's family member can gain financially from the project under consideration by the Artist Selection Advisory Committee. In order to promote public confidence in this process, a Advisory Committee member may also declare a conflict if they think there may be a perception that they have a conflict. If a Advisory Committee member has a conflict, he/she must not participate in the Artist Selection Advisory Committee's discussion or decision regarding the project. They must also refrain from discussion about the project and from influencing fellow Advisory Committee members.

**Procedures**

During an artist selection process, Artist Selection Advisory Committee members will not submit applications for the placement of their own artwork and/or projects. City Staff and Advisory Committee can invite artists to participate but must refrain from giving advice to applicants or answering their questions and direct such questions to the Public Art Coordinator during the selection process. The COMMISSION must solicit public comment for all pieces of public art commissioned or purchased for over $50,000.00. An opportunity for public comment must be given before a formal vote. A formal vote recommending the selection to the City of Burleson City Council must be recorded in keeping with the City of Burleson public record requirements.

**Purchasing Procedures**

Pursuant to City of Burleson Public Art Policy, if the purchase of an existing artwork, or the award of a contract for a newly commissioned artwork exceeds $99,999, then the Advisory Committee must recommend the artwork for purchase to the City Council prior to approval of the contract.

Project Implementation Process for Site- Specific Artworks
Upon the decision of the Artist Selection Advisory Committee, and with the assistance of the City Attorney's Office, the Public Art Coordinator will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions to be approved by the City and artist.

The City will follow the process for contracting required by law. For some projects, the contract with the artist may be phased to include two scopes of work with separate pay schedules and deliverables. The first phase would include all design documentation, including final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline. The second phase would include all costs related to fabrication and installation.

The Public Art Coordinator will ensure all documents are signed and insurance coverage secured before issuing a notice to proceed and will be responsible for coordinating the artist's work to ensure the successful integration of the artwork into the project. The Public Art Coordinator will organize a meeting with all integral staff to review roles, responsibilities, and schedules.

If specified in the contract, the artist will develop design development drawings for review and approval from the City before fabrication. The Public Art Coordinator will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, the Public Art Coordinator will secure the recommendation for approval from the Advisory Committee and the appropriate City Manager's Offices of the City before approving said changes in writing, per the terms and conditions of the contract.

If the parties are unable to reach mutually beneficial contract terms, then the contract process will be terminated.

The Public Art Coordinator will be responsible for overseeing the installation of the artwork. The Public Art Coordinator will ensure that all the necessary requirements have been completed before interim and final invoice payments to the artist.

**Maintenance Plan**

Understanding maintenance and care of public art begins before an artwork is created. During the design phase or when a donation is initiated, the City, artist, or sponsor will review and analyze their design proposal and advise on maintenance and operations of the artwork. It is best practice and highly recommended that an art conservator is contracted to give a report on the proposed artwork.

On behalf of the City, the artist, sponsor, or the appropriate party will submit a Maintenance Plan to the City of Burleson, who will review and then catalog any tasks associated with maintenance of the artwork.

The Maintenance Plan will enable the City to:

- Evaluate the quality and sustainability of the proposed or existing public art ;
- Establish maintenance requirements, assign schedules, and identify potential costs; and
- Determine if the City of Burleson should accept or decline the design proposal and/or public art .

To produce the Maintenance Plan, the artist should examine and render an opinion on the following:

- Durability;
- Type and integrity of materials;
- Construction/fabrication technique;

- Internal supports, anchoring and joining, and footings;
- Landscaping;
- Vulnerable and delicate elements;
- Drainage of artwork;
- Potentially dangerous elements;
- Security;
- Location;
- Environment;
- Whether the design encourages/discourages interaction; and
- Effects of skateboarding, graffiti, and any other potentially damaging activities.

The Maintenance Plan will include:

- A record of the artist's intentions for the artwork;
- Recommendations to mitigate potential problems discovered during the examination;
- Notes about how the artist would like the artwork to age;
- An itemization of long-range considerations and care, highlighting maintenance and the anticipated needs for periodic conservation treatment or repairs; and
- Identification of the lifespan of the artwork and a prognosis of its durability in consideration of that lifespan.

The artwork may also be identified as site-integrated, or part of the site and/or the architecture, as appropriate and will fall into the long-term lifespan category above.

**MURAL OPTION A - Mural Guidelines**

Introduction
Murals are a relatively quick and highly impactful way to bring public art into the built environment. Murals provide an opportunity for visual artists to show their talent and creativity while also contributing to a community's landscape and identity.

Private Murals on Private Property
The City of Burleson and City Manager's Office encourage the installation of private murals on private property in order to support artists and enhance the visual environment in City of Burleson. Private property owners are encouraged to voluntarily follow the policies set forth in this document as applicable and are also encouraged to consult with the City Manager's Office and the Public Art Coordinator with regard to any questions or concerns as they develop and implement private murals.

Publicly-Owned Murals
City Manager's Office has oversight responsibility pertaining to the creation of publicly-owned murals in the City of Burleson. Publicly-owned murals may occur on publicly-owned buildings or on privately-owned buildings where the property owner agrees to a mural easement allowing for the creation and maintenance of a publicly-owned mural on private property for a specific period of time.

The Advisory Committee or Public Art Committee assists the City Manager's Office with coordinating the creation and completion of publicly-owned murals. This assistance includes but is not limited to:

- Identifying potential mural sites.
- Issuing and administering the Request for Qualifications (RFQ) for mural artists.
- Coordinating a selection process for RFQ reviews and artist recommendations.
- Acting as a selection panel if the budget is under the $50,000 project threshold.
- Making recommendations for the selection panel members if the budget is over the $50,000 threshold.

Mural Design Considerations

Murals in the City of Burleson are encouraged to be varied in both content and design. A wide variety of murals will ensure a vibrant visual experience for residents and visitors alike. Some murals may celebrate the history of City of Burleson while others may be palettes for vibrant artistic expression, inject whimsy into the built environment, or showcase the artists' wildest dreams - the opportunities are endless.

While not relating to content, some design considerations should be made in order to ensure a successful project.

Design Considerations:

1. Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
2. Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
3. Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
4. Longevity - What is the expected life span of the mural? Is it intended to be a short or long term installation?
5. Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, instagram or social media interactions or other opportunities?

Mural Easements

In order to create additional mural opportunities within City of Burleson, these policies encourage property owners to enter into easement agreements with the City that allow for public funds to be expended for murals on private property. Though there may be positive benefits for a property owner as a result of the creation of a publicly-owned mural on their building, there must be no direct correlation between the content of the mural and the property or any business housed in the property.

In order for the City to implement a publicly-owned mural on a privately-owned building the building owner must sign an easement created by the City of Burleson which Texass that the owner will not paint over, destroy, cover, or alter the mural for the duration of the agreement. Agreements typically last for a minimum of 5 years but may be shorter or longer depending on the project. As part of easement negotiations, the City should also consider negotiating with the property owner for nightly illumination of the mural for the lifetime of the easement.

RFQ Artist Selection

A selection panel should be formed using the policies in the acquisition section of the Public Art Policy in order to select artists. The following criteria should be utilized as the minimum criteria for the selection of

artists for all mural projects. Additional project specific criteria may be added in addition to the baseline criteria.

- Experience with similar mural projects, examples of past projects – either in City of Burleson or other cities with strong mural programs, including at least ten (10) color images of one or more completed mural projects – and three supporting professional references.
- Willingness to work with City Staff and the City Manager's Office to develop and refine the mural design.
- Timely response to the RFQ, which shall include but not be limited to a requirement that at least ten (10) color renderings/designs of the proposed mural, a written description of the mural, and photographs of the proposed site and physical surroundings be submitted to the City Manager's Office
- Innovative and unique artistic vision, including technique, composition of visual art elements, use of line, color, form, and texture.
- Realistic project budget and timeline.
- Willingness to enter into a contractual agreement with the City of Burleson.
- Liability/Workers compensation/automobile insurance.
- Agreement to allow images of the completed mural to be placed on the City of Burleson website.

Fundable Expenses
The installation of a mural may necessitate additional expenses beyond the artist fee and materials. Additional fundable expenses include but are not limited to:

- Artist(s) fees for design and execution of murals.
- Rental or purchase of painting equipment or the purchase of painting supplies.
- Preparation of the mural surface including repairs and priming.
- Rental of barricades and other equipment required of street or alley closures.
- Lighting and electrical equipment.
- Other expenses that are pre-approved by the City Manager's Office and the City of Burleson.

Mural Implementation
Upon selection, the artist will work with the City of Burleson to create a design, secure permits, as appropriate, such as street or alley closures. Below is a general overview:

- The City Manager's Office will review and give final approval for the artist selection and mural design.
- City Staff will monitor the creation and completion of the mural.
- The Artist will create the artwork in a timely fashion. If more time is needed, the artist must notify the City so that any applicable permits may be extended.
- The creation of the mural must include materials that are long-lasting (at least five (5) years unless agreed to beforehand), graffiti and UV resistant, or include an anti-graffiti and UV resistant coating.
- The artist must notify the City when the mural is completed.
- When the mural is completed, the City Manager's Office will hold a mural dedication event.

**MURAL OPTION B - City of Burleson Mural Program (Private Property) Permitting Process and Regulations**

Murals play an important role in City of Burleson’s past and present. The City of Burleson has a long tradition of mural placement on private property, and encourages this and other forms of creative community expression. Murals provide an opportunity to transform blank walls into vibrant spaces. Murals can celebrate a place’s history, tell memorable stories of residents, and be a source of beauty. Murals are

a relatively quick and highly impactful way to bring public art into a city's built environment. The Mural Program regulates privately-commissioned murals visible to public property or public rights-of-way and is implemented through the issuance of Mural Permits pursuant to CODE.

The Mural Program does not apply to the following:

- Public art and murals funded by the City of Burleson or public art funds. These are governed by the "Acquisition" chapter in the Public Art Policy;
- Privately-commissioned public art and murals not visible to public property or public rights-of way. These are governed solely by CODE; and
- Public art and murals on property where said use is not permitted pursuant to CODE.

The City of Burleson Mural Program and the issuance of Mural Permit is facilitated by GROUP, as designated bant to CODE. The City of Burleson Mural Program application is a binding contract between the applicant and the City of Burleson.

### City of Burleson Mural Permit Submittal Components

The Mural Permit requires submission to the Public Art Coordinator, the following documents constituting the "Permit Package", which are described in detail in the subsequent sections.

1. Application
2. Private Property Acknowledgement Form
3. Encroachment Form
4. Permit Application for Occupying Public Right-of-Way (during installation)
5. Artist Copyright and License Waiver

Application

Incomplete applications will not be considered for review. A non-refundable application fee as set by City Council Resolution is required to be paid at the time of application. The Application shall be on a form reviewed by the Public Spaces and Cultural Heritage Committee and reviewed for approval by City Council shall include provision of the following:

1. Property address and profile
2. Contact person identity and profile (applicant)
3. Contact information of property owner
4. Artist identity (artist as named on the City of Burleson Mural Program Register)
5. Budget and funding sources
6. Proposed Mural information:
    a. Title, dimensions, medium
    b. Description
    c. Project goals/vision, audience, outreach efforts, engagement, etc.
    d. Full color rendering/sketch of the proposed design
    e. Site images
7. Maintenance information
    a. Monthly, quarterly, yearly
    b. Complete list of materials that will be used to create the mural, and product names/identification, if available
    c. Description of maintenance provider qualifications/skills
8. Installation and deinstallation plans including:
    a. Proposed installation schedule

b. Surface preparation process
c. images of existing site and physical surroundings
d. installation and deinstallation equipment required
e. qualifications and profile of installation and deinstallation crew/personnel other than the Artist, if necessary, based on project scope

Private Property Acknowledgement Form
Private Property Acknowledgement Form confirms the property owner's knowledge of the existence of the mural, and will be signed by the property owner and notarized. The property owner agrees to the following parameters, which must be met to place a mural on private property:

1. Permits for murals on private property are allowable for up to five years from installation. At the discretion of the property owner, an extension of the Mural Permit may be granted, upon City review of the condition of the mural at the time of the request. Requests for extension shall be filed with the City Manager's Office prior to Permit expiration.
2. No part of the mural shall exceed the structure to which it is affixed.
3. No part of the mural shall extend more than 6 inches from the plane of the wall upon which it is affixed.
4. No part of the mural contains electrical or mechanical components or changing images.
5. No part of the mural contains a commercial message in text or images.
6. Murals on private property must have an anti-graffiti coat applied to the surface to abate graffiti and vandalism.

Mural Encroachment Form
The property owner must sign a form stating that the owner will not paint over, destroy, cover, or alter the mural for the duration of the agreement. Agreements typically last for a minimum of 5 years but may be shorter or longer depending on the project. This form is submitted as part of the City of Burleson Mural Program application process.

Right of Way Construction Permit and Encroachment Permit Application for Occupying Public Right of Way
A Right of Way Construction Permit and/or an Encroachment Permit may be required if the scope of public art or mural installation requires temporary occupation of the public right-of-way during installation, pursuant to those requirements contained in CODE.

Artist Copyright License and Waiver
Applicants will select an artist from the City of Burleson Mural Program Artist Register (described below). The artist selected by the applicant to propose a design for a must sign the Artist Copyright License and Waiver, which establishes image uses and copyright, and waives the artist's VARA rights (Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A).

**City of Burleson Mural Program Permit Design Considerations and Standards**

The City of Burleson Public Spaces and Cultural Heritage Committee reviews mural proposals according to the following Design Considerations and Standards.

**Design Considerations**

While not relating to content, some design considerations will help ensure a successful, high impact project. Private Property Owners and Artists are encouraged to consider the following when creating a mural concept:

1. Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
2. Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
3. Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
4. Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, instagram or social media interactions or other opportunities?
5. Historic Preservation - Is this mural intended for a historic building or structure? If so, painting unpainted finished masonry is generally considered an inappropriate treatment. Explore other options such as painted panels or applied vinyl. Murals proposed for placement on historic buildings or structures shall be subject to applicable additional review depending on the proposed project scope.

**Standards**

Though there may be positive benefits for a property owner as a result of the creation of a mural on their building, there must be no direct correlation between the content of the mural and the property or any business conducted on the property. The City of Burleson Mural Program intends to support artistic expression, and proposals containing content that is inappropriate and/or indecent by community standards may not be approved.

1. Murals shall be an original artwork designed and implemented by an artist from the City of Burleson Mural Program Artist Register. A proposed artist from the City of Burleson Mural Program Register must be identified in the application.
2. Mural Applications are reviewed using the following criteria:
    a. Strength of the concept and appropriateness of the imagery for all ages.
    b. Appropriateness of scale to the surrounding environment including the facade on the building in which it is placed, as applicable.
    c. Absence of commercial signage elements. Public safety and compliance with local laws and regulations.
    d. Selection of an artist able to execute the proposed public art or mural.
    e. Demonstrated ability to complete and maintain the mural for the entire life of the permit, and a documented understanding of the proposed surface's ability to receive the proposed materials.
3. All Public Mural proposals containing any written text and/or signage elements, as defined in CODE, may be subject to an additional review process through the City Manager's Office.
4. Mural installation must begin within one year of the approval of the application. If the project is unable to be completed within the allocated time frame, the application will be considered void.
5. All murals are subject to ongoing conservation and maintenance activities.
6. The City reserves the right to reject any application if it presents a public safety risk or potential liability issues.
7. Incomplete applications will not be reviewed.

**Mural Application Review**

The Advisory Committee reviews and approves or denies Mural Permit following the review process outlined below applications for the City of Burleson Mural Program:

1. Permit Package provided to the City Manager's Office with payment of the current fee.
2. Permit Package routed to the City Manager's Office for review by Public Art Coordinator for completeness.
3. Complete Permit Package routed for review by the Advisory Committee.
4. Advisory Committee sends Decision to City Manager's Office
5. City Manager's Office notifies applicant of decision and 10-day appeal period by letter and publically posts decision.

Existing Privately-Commissioned Murals on Private Property Visible to Public Property or Public Rights-of-Way (“Legacy or Murals”)
Any mural on private property and visible to public property or public right-of-way installed prior to the effective date of these Public Art Policy for which a land use entitlement such as a Minor Conditional Use Permit or Conditional Use Permit has not been obtained may continue as a nonconforming use for a period of five years from the effective date of the Public Art Policy so long as it and/or the surface or property on which it is located is maintained such that it is not a public nuisance or otherwise creating a public safety issue. Legacy Murals may be expanded, modified and/or have the lifespan extended only in compliance with an approved Mural Permit.

Acquisition of Privately-Commissioned Murals on Private Property, either in the Public Right-of-Way or Not in the Public Right-of-Way Acquisition

If any privately-owned and/or privately-commissioned mural on private property has been proposed for City acquisition into the Public Art Collection, then the mural in question must be reviewed for acquisition according to the procedures set forth in the “Acquisition” chapter of this Public Art Public Art Policy document. As mentioned above, privately-owned and/or privately-commissioned murals on private property are not automatically accessioned into the Public Art Collection of the City of Burleson.

# City Council Regular Meeting

**DEPARTMENT:** **Development Services**

**FROM:** **Tony D. McIlwain, Development Services Director**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a resolution for a petition submitted by AP-Groundwork Venture, LLC to annex land within the City's extraterritorial jurisdiction (ETJ) into the TallGrass Municipal Management District (MMD). *(Staff Contact: Tony McIlwain, Development Services Director)*

## STRATEGIC PRIORITY AND GOAL(S):

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

## SUMMARY:

AP-Groundwork Venture, LLC has submitted a petition to annex land within the City's extraterritorial jurisdiction (ETJ) into the TallGrass Municipal Management District (MMD). Approval of this petition would place the entirety of the development site within the boundaries of the MMD. The ETJ parcel is currently considered as Tract No. 2 within the development site.

## RECOMMENDATION:

Staff recommends approval of the landowner's petition for annexation of the ETJ tract into the MMD.

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

*September 2, 2025:* City Council received a briefing on the TallGrass Municipal Management District (MMD).

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

**REFERENCE:**

Insert CSO# if applicable
Insert resolution or ordinance change

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: n/a
Account Number(s): n/a
Fund: n/a
Account Description: n/a
Procurement Method: n/a

**STAFF CONTACT:**

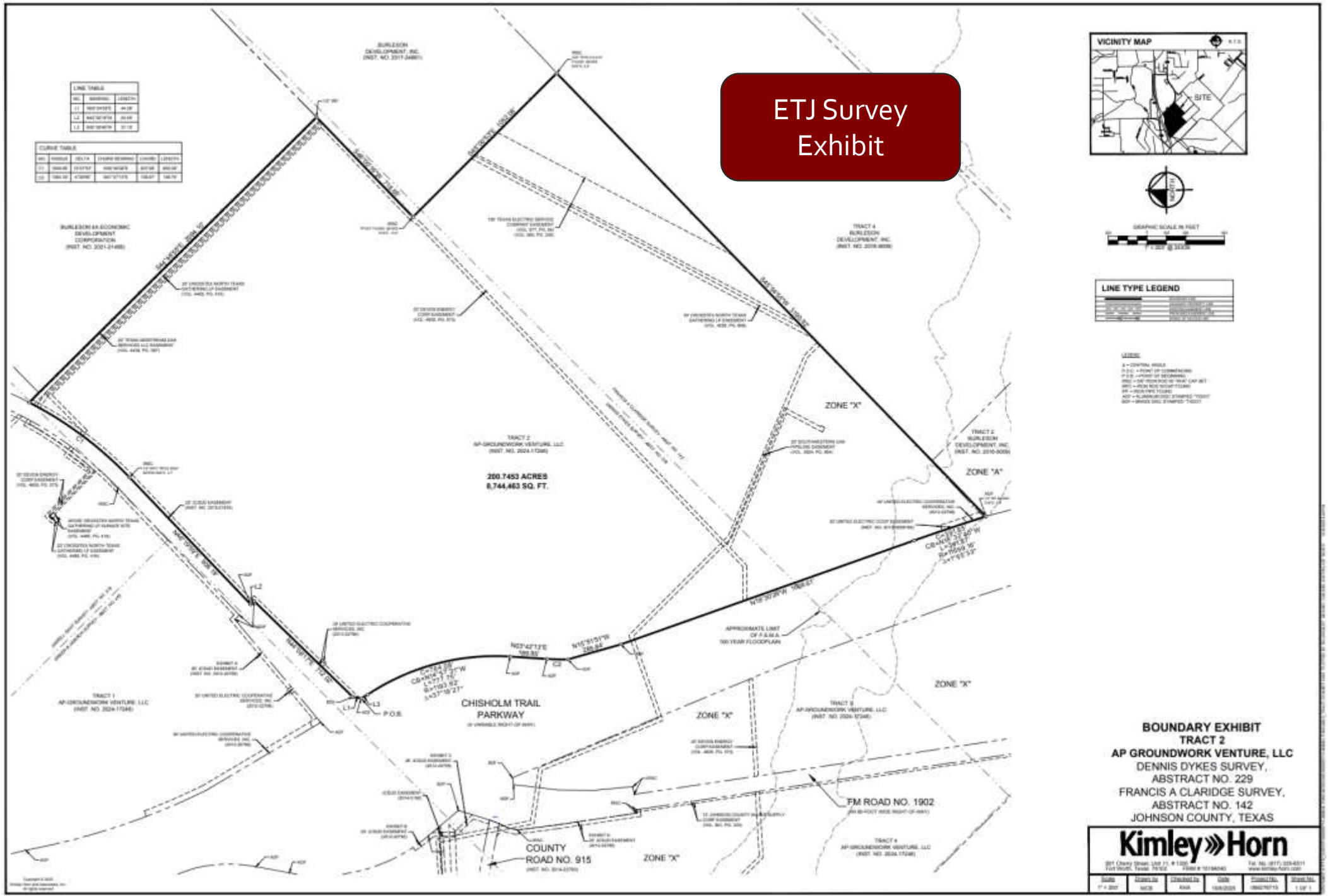
Tony D. McIlwain, AICP, CFM
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

# TALLGRASS
# MUNICIPAL MANAGEMENT DISTRICT

## City Council: August 20, 2025

# BACKGROUND

- *October 6, 2025:* The City entered into a Development Agreement with AP-Groundwork Venture, LLC pertaining to a municipal management district (MMD) development known as TallGrass.
- Section 3 of the Development Agreement relates to the City's consent to the annexation of the ETJ tract of the development into the MMD.
- Staff has received the Petition to the City for Annexation of Land in ETJ into MMD. The tract consists of approximately 200.7453 acres.

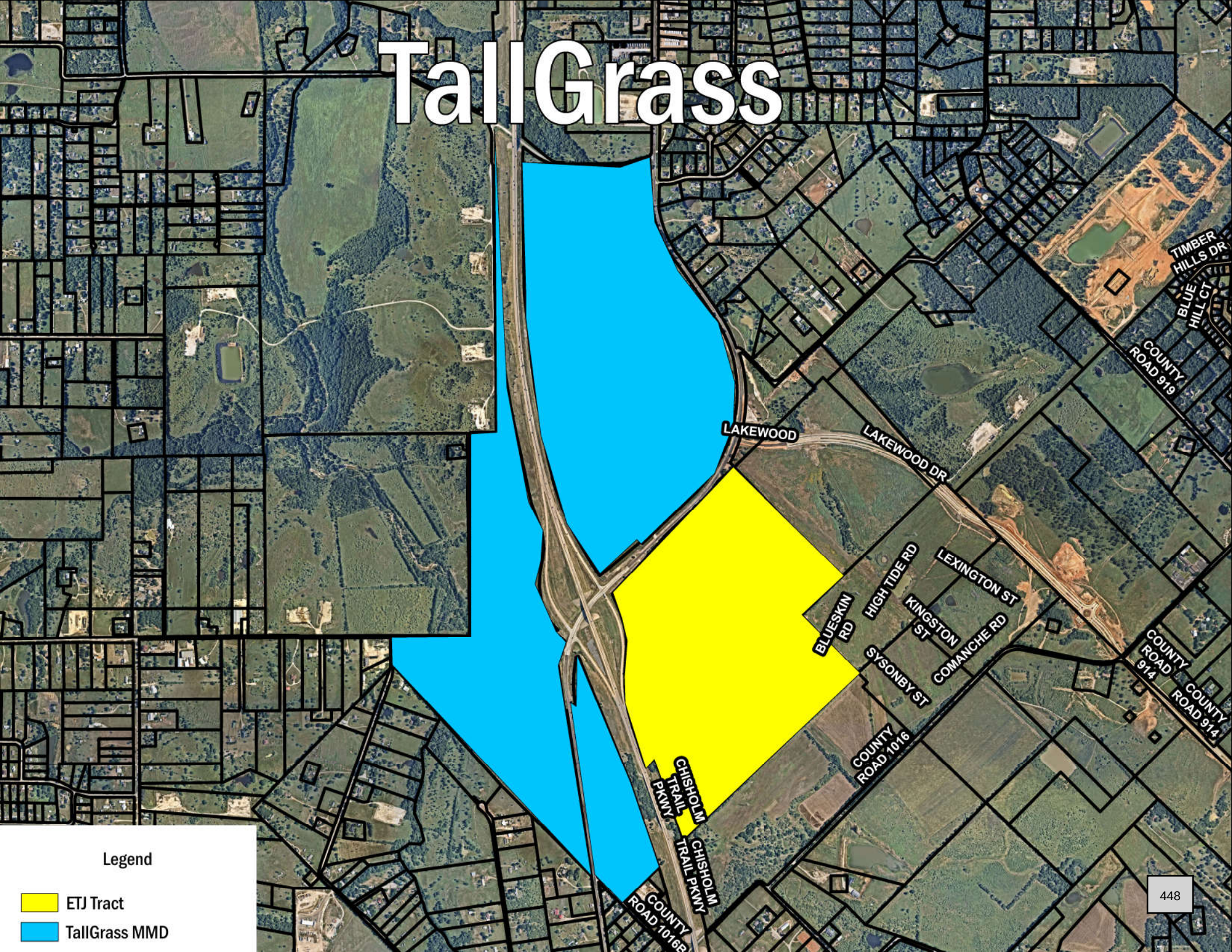

ETJ Survey Exhibit
VICINITY MAP
SITE
NORTH
GRAPHIC SCALE IN FEET
LINE TYPE LEGEND
LINE TABLE
CURVE TABLE
BURLESON DEVELOPMENT, INC. (INST. NO. 2017-34851)
BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION (INST. NO. 2021-21488)
TRACT 4 BURLESON DEVELOPMENT, INC. (INST. NO. 2016-8009)
TRACT 2 AP GROUNDWORK VENTURE, LLC (INST. NO. 2024-17246)
200.7453 ACRES
8,744,463 SQ. FT.
TRACT 2 BURLESON DEVELOPMENT, INC. (INST. NO. 2016-8009)
TRACT 1 AP GROUNDWORK VENTURE, LLC (INST. NO. 2024-17246)
ZONE "X"
ZONE "A"
APPROXIMATE LIMIT OF F.E.M.A. 100 YEAR FLOODPLAIN
CHISHOLM TRAIL PARKWAY
(A VARIABLE WIDTH RIGHT-OF-WAY)
P.O.B.
FM ROAD NO. 1902
(AN 80-FOOT WIDE RIGHT-OF-WAY)
COUNTY ROAD NO. 915
(INST. NO. 2014-22700)
BOUNDARY EXHIBIT
TRACT 2
AP GROUNDWORK VENTURE, LLC
DENNIS DYKES SURVEY, ABSTRACT NO. 229
FRANCIS A CLARIDGE SURVEY, ABSTRACT NO. 142
JOHNSON COUNTY, TEXAS
Kimley»Horn

# ETJ SITE


Chisholm Trail Parkway
FM 1902
Subject Property
Craftmaster Corp Campus and Trade School
Chisholm Summit MPC
ETJ Tract
One Mile
Two Miles
Three Miles
Four Miles
Five Miles
Lakewood Drive (south)
Lakewood Drive (north)
State Highway 174
FM 1902
Chisholm Trail Parkway

# RECOMMENDATION

- Staff recommends City Council approve the Petition for Annexation of Land in ETJ into the MMD.
- This action is consistent with the conditions detailed in the approved Development Agreement.


TallGrass
TIMBER HILLS DR
BLUE HILL CT
COUNTY ROAD 919
LAKEWOOD
LAKEWOOD DR
LEXINGTON ST
HIGH TIDE RD
BLUESKIN RD
KINGSTON ST
COMANCHE RD
SYSONBY ST
COUNTY ROAD 914
COUNTY ROAD 914
COUNTY ROAD 1016
CHISHOLM TRAIL PKWY
CHISHOLM TRAIL PKWY
COUNTY ROAD 1016B
Legend
ETJ Tract
TallGrass MMD

PETITION FOR CONSENT TO ANNEX LAND INTO
A MUNICIPAL MANAGEMENT DISTRICT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

The undersigned, AP-Groundwork Venture, LLC (the "Petitioner") acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, and Chapter 375, Texas Local Government Code, particularly Section 375.043, together with all amendments and additions thereto, respectfully petitions the City Council of the City of Burleson, Texas (the "City"), for its written consent to the annexation by the North Johnson County Municipal Management District No. 1 (the "District") of approximately +/- 200.7453 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District was created and organized pursuant to Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, and is governed by the provisions of Chapter 49 of the Texas Water Code, as amended, and Chapter 375 of the Texas Local Government Code, as amended.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Central Appraisal District of Johnson County.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Johnson County, Texas. No part of the Land is within the corporate limits of any incorporated city, town or village, and all of the Land is within the extraterritorial jurisdiction (as such term is defined of Texas Local Government Code Section 42.021 et seq., as amended) of the City. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, a drainage and storm sewer system, and road facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Johnson County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system, nor an adequate drainage system, nor road facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system, a drainage and storm sewer system, and road facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, such drainage and storm sewer system, and such road facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The undersigned estimates, from such information as it has at this time, that the cost of extending the District's facilities to serve the Land is $49,890.059.

VIII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED on October ___, 2025.

**AP-GROUNDWORK VENTURE, LLC**,
a Texas limited liability company

By: _____
Name: Robert Gass
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on October ____, 2025, by Robert Gass, as Manager of AP-GROUNDWORK VENTURE, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

**Exhibit A:** Description of the Land
**Exhibit B:** Conditions of the City

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

I, the undersigned Secretary of the Board of Directors of North Johnson County Municipal Management District No. 1, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into North Johnson County Municipal Management District No. 1 that was filed with the Board of Directors of the District on October 15, 2025.

WITNESS MY HAND AND SEAL OF SAID DISTRICT ON OCTOBER 15, 2025.

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

By:_____
Secretary, Board of Directors

(SEAL)

**Exhibit A**

Description of the Land
(attached)

**BEING** a 200.7453 acre (8,744,463 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas and being all of a tract of land described as Tract 2 in the Contribution Deed to AP-Groundwork Venture, LLC recorded in Instrument No. 2024-17246 of the Official Public Records of Johnson County, Texas; said tract being more particularly described as follows:

**BEGINNING** at an aluminum disc stamped “TXDOT” (AD) found at the south end of a right-of-way corner clip at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** North 09°24'38" East, along said corner clip, a distance of 44.38 feet to a brass disc stamped “TXDOT” (BD) found for corner;

**THENCE** along the said southeast line of FM Road No. 1902, the following four (4) calls:

North 44°08'17" East, a distance of 712.02 feet to a BD found for corner;

North 43°29'16" West, a distance of 24.45 feet to an AD found for corner;

North 46°19'59" East, a distance of 908.19 feet to a 5/8-inch iron rod with “KHA” cap (IRC) set for corner at the beginning of a tangent curve to the left with a radius of 1,949.86 feet, a central angle of 19°07'03", and a chord bearing and distance of North 36°46'28" East, 647.58 feet; from said point a 1/2-inch iron rod with “RPLS 5544” cap found bears North 20° East, a distance of 4.7 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 650.59 feet to a point for corner;

**THENCE** South 44°46'55" East, departing the said southeast line of FM Road No. 1902, a distance of 2,094.10 feet to a 1/2-inch iron rod found for the south corner of that tract of land described in Special Warranty Deed to Burleson 4A Economic Development Corporation recorded in Instrument No. 2021-21498 of said OPRJCT; said point being in the northwest line of that tract of land described in Warranty Deed to Burleson Development, Inc. recorded in Instrument No. 2017-24891 of said OPRJCT;

**THENCE** South 46°00'16" West, along the said northwest line of the Burleson Development, Inc. tract, a distance of 718.65 feet to a IRC set for corner; said point being the west corner of said Burleson Development, Inc. tract; from said point a t-post found bears North 19° East, a distance of 13.6 feet;

**THENCE** South 45°00'53" East, along the southwest line of said Burleson Development, Inc. tract, a distance of 1,052.08 feet to a IRC set for corner in the northwest line of that tract of land described as Tract 4 in Warranty Deed with Vendor’s Lien to Burleson Development, Inc. recorded in Instrument No. 2016-9009 of said OPRJCT; from said point an aluminum disc stamped “RPS 314 210” found bears North 23° East, a distance of 4.8 feet;

**THENCE** South 45°54'55" West, along the said northwest line of said Tract 4, to and along the northwest line of Tract 2 in said Warranty Deed with Vendor's Lien, a distance of 3,190.92 feet to an AD found for corner in the said east line of CTP; said point being the beginning of a non-tangent curve to the left with a radius of 11,659.16 feet, a central angle of 01°55'33", and a chord bearing and distance of North 18°32'40" West, 391.85 feet; from said point a 1/2-inch iron rod found bears South 18° East, a distance of 3.9 feet;

**THENCE** along the said east line of CTP, the following seven (7) calls:

In a northerly direction, with said non-tangent curve to the left, an arc distance of 391.87 feet to a point for corner;

North 19°30'26" West, a distance of 1,608.61 feet to an AD found for corner;

North 15°51'51" West, a distance of 285.84 feet to an AD found for corner at the beginning of a non-tangent curve to the right with a radius of 1,384.39 feet, a central angle of 04°29'56", and a chord bearing and distance of North 01°27'15" East, 108.67 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 108.70 feet to an AD found for corner;

North 03°42'13" East, a distance of 189.85 feet to an AD found for corner at the beginning of a tangent curve to the left with a radius of 1,193.92 feet, a central angle of 37°19'27", and a chord bearing and distance of North 14°57'31" West, 764.08 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 777.75 feet to a point for corner;

North 30°38'46" West, a distance of 37.19 feet to the **POINT OF BEGINNING** and containing 8,744,463 square feet or 200.7453 acres of land, more or less.






Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N09°24'38"E | 44.38' |
| L2 | N43°29'16"W | 24.45' |
| L3 | N30°38'46"W | 37.19' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | RADIUS | DELTA | CHORD BEARING | CHORD | LENGTH |
| C1 | 1949.86' | 19°07'03" | N36°46'28"E | 647.58' | 650.59' |
| C2 | 1384.39' | 4°29'56" | N01°27'15"E | 108.67' | 108.70' |

BURLESON
DEVELOPMENT, INC.
(INST. NO. 2017-24891)

IRSC
ADF "RPS 314 210"
FOUND BEARS
N23°E, 4.8'

1/2" IRF

S46°00'16"W 718.65'

S45°00'53"E 1052.08'

150' TEXAS ELECTRIC SERVICE
COMPANY EASEMENT
(VOL. 677, PG. 90)
(VOL. 900, PG. 336)

IRSC
TPOST FOUND BEARS
N19°E, 13.6'

BURLESON 4A ECONOMIC
DEVELOPMENT
CORPORATION
(INST. NO. 2021-21498)

S44°46'55"E 2094.10'

20' CROSSTEX NORTH TEXAS
GATHERING LP EASEMENT
(VOL. 4485, PG. 416)

20' TEXAS MIDSTREAM GAS
SERVICES LLC EASEMENT
(VOL. 4439, PG. 387)

20' DEVON ENERGY
CORP EASEMENT
(VOL. 4605, PG. 573)

TRACT 4
BURLESON
DEVELOPMENT, INC.
(INST. NO. 2016-9009)

S45°54'55"W 3190.92'

20' CROSSTEX NORTH TEXAS
GATHERING LP EASEMENT
(VOL. 4256, PG. 866)

ZONE "X"

20' SOUTHWESTERN GAS
PIPELINE EASEMENT
(VOL. 3924, PG. 654)

TRACT 2
BURLESON
DEVELOPMENT, INC.
(INST. NO. 2016-9009)

ZONE "A"

C1

IRSC
1/2" IRFC "RPLS 5544"
BEARS N20°E, 4.7'

IRSC

20' JCSUD EASEMENT
(INST. NO. 2019-21876)

20'X30' CROSSTEX NORTH TEXAS
GATHERING LP SURACE SITE
EASEMENT
(VOL. 4485, PG. 416)

20' CROSSTEX NORTH TEXAS
GATHERING LP EASEMENT
(VOL. 4485, PG. 416)

N46°19'59"E 908.19'

TRACT 2
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

**200.7453 ACRES**
**8,744,463 SQ. FT.**

FRANCIS A CLARIDGE SURVEY - ABST. NO. 142

DENNIS DYKES SURVEY - ABST. NO. 229

30' UNITED ELECTRIC COOPERATIVE
SERVICES, INC.
(2012-22796)

30' UNITED ELECTRIC COOP EASEMENT
(INST. NO. 20130000168)

ADF
1/2" IRF BEARS
S18°E, 3.6'

C=391.85'
CB=N18°32'40"W
L=391.87'
R=11659.16'
Δ=1°55'33"

N19°30'26"W 1608.61'

ADF

L2

BDF

N44°08'17"E 712.02'

EXHIBIT A
20' JCSUD EASEMENT
(INST. NO. 2012-22795)

N03°42'13"E
189.85'

C2

N15°51'51"W
285.84'

C=764.08'
CB=N14°57'31"W
L=777.75'
R=1193.92'
Δ=37°19'27"

APPROXIMATE LIMIT
OF F.E.M.A.
100-YEAR FLOODPLAIN

ZONE "X"

JAMES L GANT SURVEY - ABST. NO. 316

GREEN B JAMISON SURVEY - ABST. NO. 445

TRACT 1
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

BDF

L1

L3

ADF

P.O.B.

CHISHOLM TRAIL
PARKWAY
(A VARIABLE RIGHT-OF-WAY)

ZONE "X"

TRACT 3
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

20' DEVON ENERGY
CORP EASEMENT
(VOL. 4605, PG. 573)

EXHIBIT C
20' JCSUD EASEMENT
(2012-22795)

JCSUD EASEMENT
(2014-5196)

EXHIBIT B
20' JCSUD EASEMENT
(2012-22795)

IRSC

12' JOHNSON COUNTY WATER SUPPLY
CORP EASEMENT
(VOL. 801, PG. 333)

FM ROAD NO. 1902
(AN 80-FOOT WIDE RIGHT-OF-WAY)

EXHIBIT D
20' JCSUD EASEMENT
(2012-22795)

COUNTY
ROAD NO. 915
(INST. NO. 2014-22793)

ZONE "X"

TRACT 4
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

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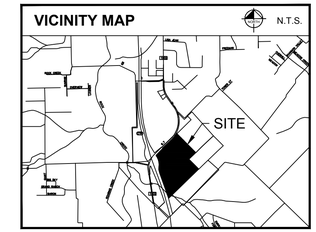
## VICINITY MAP

N.T.S.




NORTH

GRAPHIC SCALE IN FEET
200 0 100 200 400
1" = 200' @ 24X36

## LINE TYPE LEGEND

| | |
|---|---|
| | BOUNDARY LINE |
| | ADJACENT PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | PROPOSED EASEMENT LINE |
| | DENIAL OF ACCESS LINE |

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IPF = IRON PIPE FOUND
ADF = ALUMINUM DISC STAMPED "TXDOT
BDF = BRASS DISC STAMPED "TXDOT

# BOUNDARY EXHIBIT
## TRACT 2
## AP GROUNDWORK VENTURE, LLC
DENNIS DYKES SURVEY,
ABSTRACT NO. 229
FRANCIS A CLARIDGE SURVEY,
ABSTRACT NO. 142
JOHNSON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
Tel. No. (817) 335-6511
FIRM # 10194040
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 200' | MCB | KHA | 10/8/2025 | 069276715 | 1 OF 1 |

DWG NAME: K:\FTW_SURVEY\069276715-ANIMAL PANCAKES\DWG\069276715-ANIMAL PANCAKES_TRACT 2 EXHIBIT.DWG PLOTTED BY: BILLINGSLEY, MICHAEL 10/8/2025 4:55 PM LAST SAVED 10/8/2025 4:48 PM

**Exhibit B**

Conditions of the City

(a) The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided, that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) The District may not annex land in the City of Burleson's corporate limits or extraterritorial jurisdiction without the City of Burleson's consent.

(c) The construction of the District's wastewater, drainage and detention, and road facilities shall be in accordance with plans and specifications which have been approved by the City.

(d) The City shall have the right, but not the obligation, to inspect all wastewater, drainage and detention, and road facilities being constructed by the District.

**CITY OF BURLESON, TEXAS**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, GRANTING CONSENT TO THE ANNEXATION OF 200.7453 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION INTO A MUNICIPAL MANAGEMENT DISTRICT; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burleson, Texas (the "City"), a home rule municipality created under the laws of the State of Texas, received a request for consent from AP-Groundwork Venture, LLC (the "Petitioner") to the annexation of 200.7453 acres of land in the City's extraterritorial jurisdiction (the "Land") as more particularly described in Exhibit A, attached hereto and incorporated by reference, into a municipal management district; and

**WHEREAS**, the Land is currently in the City's extraterritorial jurisdiction; and

**WHEREAS**, North Johnson County Municipal Management District No. 1 (the "District") was created and is organized pursuant to the terms and provisions of Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, and is governed by the provisions of Chapter 49 of the Texas Water Code, as amended, and Chapter 375 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 375.043 of the Texas Local Government allows a district to annex land located in the extraterritorial jurisdiction of a municipality into its boundaries as provided by Section 49.301 and Chapter 54, Texas Water Code, subject to the approval of the governing body of the municipality; and

**WHEREAS**, the City wishes to evidence its support and consent to the annexation of the Land located in the City's extraterritorial jurisdiction into the District, subject to the terms and conditions of this Resolution.

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City (the "City Council") and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2**. The Petitioner's "Petition for Consent to Annex Land into a Municipal Management District" is attached hereto as Exhibit B and made a part hereof for all purposes.

**Section 3.** The City Council hereby grants its written consent, as provided by Section 375.043(a) of the Texas Local Government Code, to the annexation of the Land located in the City's extraterritorial jurisdiction described more fully in Exhibit A, into the District and the City

Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution.

**Section 4**. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

**Section 5.** This Resolution shall be effective from and after its passage by the City Council.

**PASSED AND APPROVED** by the City Council of the City of Burleson, Texas the 20th day of October, 2025.

_____
Chris Fletcher, Mayor

**ATTEST:**

_____
Amanda Campos, City Secretary

**APPROVED AS TO FORM:**

_____
Matt Ribitzki, Deputy City Attorney

Exhibit A

Metes and Bounds Description

(attached)

**BEING** a 200.7453 acre (8,744,463 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas and being all of a tract of land described as Tract 2 in the Contribution Deed to AP-Groundwork Venture, LLC recorded in Instrument No. 2024-17246 of the Official Public Records of Johnson County, Texas; said tract being more particularly described as follows:

**BEGINNING** at an aluminum disc stamped “TXDOT” (AD) found at the south end of a right-of-way corner clip at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** North 09°24'38" East, along said corner clip, a distance of 44.38 feet to a brass disc stamped “TXDOT” (BD) found for corner;

**THENCE** along the said southeast line of FM Road No. 1902, the following four (4) calls:

North 44°08'17" East, a distance of 712.02 feet to a BD found for corner;

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**THENCE** along the said east line of CTP, the following seven (7) calls:

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Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com



Exhibit B

Petition for Consent to Annex Land into a Municipal Management District

(attached)

PETITION FOR CONSENT TO ANNEX LAND INTO
A MUNICIPAL MANAGEMENT DISTRICT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

The undersigned, AP-Groundwork Venture, LLC (the "Petitioner") acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, and Chapter 375, Texas Local Government Code, particularly Section 375.043, together with all amendments and additions thereto, respectfully petitions the City Council of the City of Burleson, Texas (the "City"), for its written consent to the annexation by the North Johnson County Municipal Management District No. 1 (the "District") of approximately +/- 200.7453 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District was created and organized pursuant to Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, and is governed by the provisions of Chapter 49 of the Texas Water Code, as amended, and Chapter 375 of the Texas Local Government Code, as amended.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Central Appraisal District of Johnson County.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Johnson County, Texas. No part of the Land is within the corporate limits of any incorporated city, town or village, and all of the Land is within the extraterritorial jurisdiction (as such term is defined of Texas Local Government Code Section 42.021 et seq., as amended) of the City. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, a drainage and storm sewer system, and road facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Johnson County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system, nor an adequate drainage system, nor road facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system, a drainage and storm sewer system, and road facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, such drainage and storm sewer system, and such road facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The undersigned estimates, from such information as it has at this time, that the cost of extending the District's facilities to serve the Land is $49,890.059.

VIII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED on October ___, 2025.

**AP-GROUNDWORK VENTURE, LLC**,
a Texas limited liability company

By: _____
Name: Robert Gass
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on October ____, 2025, by Robert Gass, as Manager of AP-GROUNDWORK VENTURE, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

**Exhibit A:** Description of the Land
**Exhibit B:** Conditions of the City

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

I, the undersigned Secretary of the Board of Directors of North Johnson County Municipal Management District No. 1, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into North Johnson County Municipal Management District No. 1 that was filed with the Board of Directors of the District on October 15, 2025.

WITNESS MY HAND AND SEAL OF SAID DISTRICT ON OCTOBER 15, 2025.

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

By:_____
Secretary, Board of Directors

(SEAL)

**Exhibit A**

Description of the Land
(attached)

**BEING** a 200.7453 acre (8,744,463 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas and being all of a tract of land described as Tract 2 in the Contribution Deed to AP-Groundwork Venture, LLC recorded in Instrument No. 2024-17246 of the Official Public Records of Johnson County, Texas; said tract being more particularly described as follows:

**BEGINNING** at an aluminum disc stamped “TXDOT” (AD) found at the south end of a right-of-way corner clip at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** North 09°24'38" East, along said corner clip, a distance of 44.38 feet to a brass disc stamped “TXDOT” (BD) found for corner;

**THENCE** along the said southeast line of FM Road No. 1902, the following four (4) calls:

North 44°08'17" East, a distance of 712.02 feet to a BD found for corner;

North 43°29'16" West, a distance of 24.45 feet to an AD found for corner;

North 46°19'59" East, a distance of 908.19 feet to a 5/8-inch iron rod with “KHA” cap (IRC) set for corner at the beginning of a tangent curve to the left with a radius of 1,949.86 feet, a central angle of 19°07'03", and a chord bearing and distance of North 36°46'28" East, 647.58 feet; from said point a 1/2-inch iron rod with “RPLS 5544” cap found bears North 20° East, a distance of 4.7 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 650.59 feet to a point for corner;

**THENCE** South 44°46'55" East, departing the said southeast line of FM Road No. 1902, a distance of 2,094.10 feet to a 1/2-inch iron rod found for the south corner of that tract of land described in Special Warranty Deed to Burleson 4A Economic Development Corporation recorded in Instrument No. 2021-21498 of said OPRJCT; said point being in the northwest line of that tract of land described in Warranty Deed to Burleson Development, Inc. recorded in Instrument No. 2017-24891 of said OPRJCT;

**THENCE** South 46°00'16" West, along the said northwest line of the Burleson Development, Inc. tract, a distance of 718.65 feet to a IRC set for corner; said point being the west corner of said Burleson Development, Inc. tract; from said point a t-post found bears North 19° East, a distance of 13.6 feet;

**THENCE** South 45°00'53" East, along the southwest line of said Burleson Development, Inc. tract, a distance of 1,052.08 feet to a IRC set for corner in the northwest line of that tract of land described as Tract 4 in Warranty Deed with Vendor’s Lien to Burleson Development, Inc. recorded in Instrument No. 2016-9009 of said OPRJCT; from said point an aluminum disc stamped “RPS 314 210” found bears North 23° East, a distance of 4.8 feet;

**THENCE** South 45°54'55" West, along the said northwest line of said Tract 4, to and along the northwest line of Tract 2 in said Warranty Deed with Vendor's Lien, a distance of 3,190.92 feet to an AD found for corner in the said east line of CTP; said point being the beginning of a non-tangent curve to the left with a radius of 11,659.16 feet, a central angle of 01°55'33", and a chord bearing and distance of North 18°32'40" West, 391.85 feet; from said point a 1/2-inch iron rod found bears South 18° East, a distance of 3.9 feet;

**THENCE** along the said east line of CTP, the following seven (7) calls:

In a northerly direction, with said non-tangent curve to the left, an arc distance of 391.87 feet to a point for corner;

North 19°30'26" West, a distance of 1,608.61 feet to an AD found for corner;

North 15°51'51" West, a distance of 285.84 feet to an AD found for corner at the beginning of a non-tangent curve to the right with a radius of 1,384.39 feet, a central angle of 04°29'56", and a chord bearing and distance of North 01°27'15" East, 108.67 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 108.70 feet to an AD found for corner;

North 03°42'13" East, a distance of 189.85 feet to an AD found for corner at the beginning of a tangent curve to the left with a radius of 1,193.92 feet, a central angle of 37°19'27", and a chord bearing and distance of North 14°57'31" West, 764.08 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 777.75 feet to a point for corner;

North 30°38'46" West, a distance of 37.19 feet to the **POINT OF BEGINNING** and containing 8,744,463 square feet or 200.7453 acres of land, more or less.






Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N09°24'38"E | 44.38' |
| L2 | N43°29'16"W | 24.45' |
| L3 | N30°38'46"W | 37.19' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | RADIUS | DELTA | CHORD BEARING | CHORD | LENGTH |
| C1 | 1949.86' | 19°07'03" | N36°46'28"E | 647.58' | 650.59' |
| C2 | 1384.39' | 4°29'56" | N01°27'15"E | 108.67' | 108.70' |

BURLESON
DEVELOPMENT, INC.
(INST. NO. 2017-24891)

IRSC
ADF "RPS 314 210"
FOUND BEARS
N23°E, 4.8'

1/2" IRF

S46°00'16"W 718.65'

S45°00'53"E 1052.08'

150' TEXAS ELECTRIC SERVICE
COMPANY EASEMENT
(VOL. 677, PG. 90)
(VOL. 900, PG. 336)

IRSC
TPOST FOUND BEARS
N19°E, 13.6'

BURLESON 4A ECONOMIC
DEVELOPMENT
CORPORATION
(INST. NO. 2021-21498)

S44°46'55"E 2094.10'

20' CROSSTEX NORTH TEXAS
GATHERING LP EASEMENT
(VOL. 4485, PG. 416)

20' TEXAS MIDSTREAM GAS
SERVICES LLC EASEMENT
(VOL. 4439, PG. 387)

20' DEVON ENERGY
CORP EASEMENT
(VOL. 4605, PG. 573)

TRACT 4
BURLESON
DEVELOPMENT, INC.
(INST. NO. 2016-9009)

S45°54'55"W 3190.92'

20' CROSSTEX NORTH TEXAS
GATHERING LP EASEMENT
(VOL. 4256, PG. 866)

ZONE "X"

20' SOUTHWESTERN GAS
PIPELINE EASEMENT
(VOL. 3924, PG. 654)

TRACT 2
BURLESON
DEVELOPMENT, INC.
(INST. NO. 2016-9009)

ZONE "A"

C1

IRSC
1/2" IRFC "RPLS 5544"
BEARS N20°E, 4.7'

IRSC

20' JCSUD EASEMENT
(INST. NO. 2019-21876)

20'X30' CROSSTEX NORTH TEXAS
GATHERING LP SURACE SITE
EASEMENT
(VOL. 4485, PG. 416)

20' CROSSTEX NORTH TEXAS
GATHERING LP EASEMENT
(VOL. 4485, PG. 416)

N46°19'59"E 908.19'

TRACT 2
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

**200.7453 ACRES**
**8,744,463 SQ. FT.**

FRANCIS A CLARIDGE SURVEY - ABST. NO. 142

DENNIS DYKES SURVEY - ABST. NO. 229

30' UNITED ELECTRIC COOPERATIVE
SERVICES, INC.
(2012-22796)

30' UNITED ELECTRIC COOP EASEMENT
(INST. NO. 201300008168)

ADF
1/2" IRF BEARS
S18°E, 3.6'

C=391.85'
CB=N18°32'40"W
L=391.87'
R=11659.16'
Δ=1°55'33"

N19°30'26"W 1608.61'

ADF

L2

BDF

N44°08'17"E 712.02'

EXHIBIT A
20' JCSUD EASEMENT
(INST. NO. 2012-22795)

30' UNITED ELECTRIC COOPERATIVE
SERVICES, INC.
(2012-22796)

N03°42'13"E
189.85'

N15°51'51"W
285.84'

C2

ADF

ADF

ADF

APPROXIMATE LIMIT
OF F.E.M.A.
100-YEAR FLOODPLAIN

C=764.08'
CB=N14°57'31"W
L=777.75'
R=1193.92'
Δ=37°19'27"

TRACT 1
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

JAMES L GANT SURVEY - ABST. NO. 316

GREEN B JAMISON SURVEY - ABST. NO. 445

BDF

L1

L3

ADF

P.O.B.

CHISHOLM TRAIL
PARKWAY
(A VARIABLE RIGHT-OF-WAY)

ZONE "X"

TRACT 3
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

ZONE "X"

30' UNITED ELECTRIC COOPERATIVE
SERVICES, INC.
(2012-22796)

ADF

EXHIBIT C
20' JCSUD EASEMENT
(2012-22795)

BDF

JCSUD EASEMENT
(2014-5196)

BDF

BDF

IRSC

IRSC

20' DEVON ENERGY
CORP EASEMENT
(VOL. 4605, PG. 573)

FM ROAD NO. 1902
(AN 80-FOOT WIDE RIGHT-OF-WAY)

12' JOHNSON COUNTY WATER SUPPLY
CORP EASEMENT
(VOL. 801, PG. 333)

EXHIBIT B
20' JCSUD EASEMENT
(2012-22795)

ADF

IRSC

EXHIBIT D
20' JCSUD EASEMENT
(2012-22795)

COUNTY
ROAD NO. 915
(INST. NO. 2014-22793)

ZONE "X"

TRACT 4
AP-GROUNDWORK VENTURE, LLC
(INST. NO. 2024-17246)

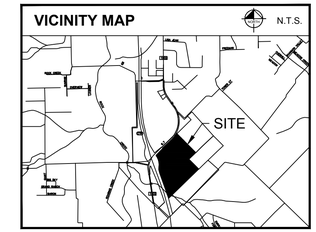
ADF

ADF

ADF

## VICINITY MAP

N.T.S.




NORTH

GRAPHIC SCALE IN FEET

200 0 100 200 400

1" = 200' @ 24X36

## LINE TYPE LEGEND

| | |
|---|---|
| | BOUNDARY LINE |
| | ADJACENT PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | PROPOSED EASEMENT LINE |
| | DENIAL OF ACCESS LINE |

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IPF = IRON PIPE FOUND
ADF = ALUMINUM DISC STAMPED "TXDOT
BDF = BRASS DISC STAMPED "TXDOT

# BOUNDARY EXHIBIT
## TRACT 2
## AP GROUNDWORK VENTURE, LLC
DENNIS DYKES SURVEY,
ABSTRACT NO. 229
FRANCIS A CLARIDGE SURVEY,
ABSTRACT NO. 142
JOHNSON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
Tel. No. (817) 335-6511
FIRM # 10194040
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 200' | MCB | KHA | 10/8/2025 | 069276715 | 1 OF 1 |

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DWG NAME: K:\FTW_SURVEY\069276715-ANIMAL PANCAKES\DWG\069276715-ANIMAL PANCAKES_TRACT 2 EXHIBIT.DWG PLOTTED BY: BILLINGSLEY, MICHAEL 10/8/2025 4:55 PM LAST SAVED 10/8/2025 4:48 PM

**Exhibit B**

Conditions of the City

(a) The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided, that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) The District may not annex land in the City of Burleson's corporate limits or extraterritorial jurisdiction without the City of Burleson's consent.

(c) The construction of the District's wastewater, drainage and detention, and road facilities shall be in accordance with plans and specifications which have been approved by the City.

(d) The City shall have the right, but not the obligation, to inspect all wastewater, drainage and detention, and road facilities being constructed by the District.

# City Council Regular Meeting

**DEPARTMENT:** **Legal**

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

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a resolution authorizing the City's 2025 membership application to the Electric Reliability Council of Texas (ERCOT); and authorizing the City Manager to vote on behalf of the City in all ERCOT elections. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.1 Attract and retain top-tier businesses<br>2.2 Promote sustainable residential and commercial development through strategic and long-term planning<br>2.3 Enhance connectivity and improve mobility<br>2.4 Implement the city's Capital Improvement Program<br>Develop and maintain facilities and utility services |

## SUMMARY:

Membership in the Electric Reliability Council of Texas ("ERCOT") is a straightforward and cost-effective way for the City to influence electric policy in Texas.

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

Consumers, such as cities and other political subdivisions, have a voice in ERCOT's decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee ("TAC") and the Wholesale Market Subcommittee ("WMS").

TAC and WMS are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. In 2025, a record of 166 cities and other political subdivisions joined ERCOT. With this membership strength, Cities successfully elected two city representatives to TAC—representatives that ultimately advanced pro-City electric policy. A strong contingent of city members would maintain and advance Cities' strong presence for 2026.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2026, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

Membership to ERCOT is based on an annual application, and the City's application would be for membership for the 2026 year. The application cost is one hundred dollars.

Membership to ERCOT is recommended by the Texas Coalition for Affordable Power and Lloyd Gosselink, the law firm that represents the steering committees for cities served by Oncor and Atmos.

The City Council will need to adopt the resolution prior to October 24, 2025, for the membership application to be timely submitted.

**RECOMMENDATION:**

Approve the resolution.

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

None.

**REFERENCE:**

None.

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: $100
Account Number(s): 1011002 62040
Fund: General
Account Description: Legal Expenses
Procurement Method: n/a

**STAFF CONTACT:**

Matt Ribitzki

Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664

# Resolution Authorizing 2026 ERCOT Membership

PRESENTED TO THE CITY COUNCIL ON
OCTOBER 20, 2025

# Resolution Authorizing ERCOT Membership

- ERCOT is the entity in Texas charged with overseeing the state's electric grid and making decisions regarding the operation of the state's wholesale and retail electricity market
- Decisions made at ERCOT impact the cost and reliability of electric service to the City of Burleson, its residents, and businesses
- Decisions at ERCOT are may by a vote of the organization's corporate members and by board representatives that are elected by the corporate members
- The City qualifies to be a corporate member in ERCOT's commercial consumer segment
- The application fee for a corporate membership in ERCOT for 2026 is $100
- City staff seeks authorization to file a 2026 ERCOT membership application and authorization for  the City Manager to vote on behalf of the City in all ERCOT elections

# Resolution Authorizing ERCOT Membership

## Approve or Deny a Resolution:

- Authorizing the City's 2026 membership application to the Electric Reliability Council of Texas and authorizing the City Manager to vote on behalf of the City in all ERCOT elections

- Staff recommends approval

**RESOLUTION**

**A RESOLUTION OF THE CITY OF BURLESON, TEXAS AUTHORIZING THE CITY'S 2026 MEMBERSHIP APPLICATION TO THE ELECTRIC RELIABILITY COUNCIL OF TEXAS (ERCOT); AND AUTHORIZING THE CITY MANAGER TO VOTE ON BEHALF OF THE CITY IN ALL ERCOT ELECTIONS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS,** the Electric Reliability Council of Texas ("ERCOT") is the entity in Texas charged with overseeing the state's electric grid and making decisions regarding the operation of the state's wholesale and retail electricity market; and

**WHEREAS,** the decisions made at ERCOT impact the cost and reliability of electric service to the City of Burleson ("City"), its residents, and businesses; and

**WHEREAS,** decisions at ERCOT are may by a vote of the organization's corporate members and by board representatives that are elected by the corporate members; and

**WHEREAS,** the City qualifies to be a corporate member in ERCOT's commercial consumer segment; and

**WHEREAS,** the application fee for a corporate membership in ERCOT for 2026 is one hundred dollars;

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

**Section 1.** The City approves the ERCOT membership application and agreement for membership year 2026 (the "Application") and the City Manager is hereby authorized to submit a completed Application to ERCOT with the requisite filing fee. Further, the City Manager is hereby authorized to, on behalf of the City, complete and submit ballots and votes in all ERCOT elections and otherwise take all actions and execute documents necessary for the City to enjoy the rights and privileges of ERCOT membership.

**Section 2.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**Section 3.** This resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED** this _____ day of _____, 2026.

_____
Chris Fletcher, Mayor

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

# City Council Regular Meeting

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on an ordinance establishing Standards of Care for childcare programs operated by the Parks and Recreation Department. (Final Reading) *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Beautiful, Safe, & Vibrant Community** | 1.1.2 Implementation of Standard Operating Procedures \| We advance operational excellence by adopting the Texas Fire Chief's Association Best Practices, including comprehensive policies, standard operating procedures, and recognized industry standards. This commitment ensures consistent, high-quality service delivery, enhances safety, and promotes accountability across all fire department operations. |

## SUMMARY:

Purpose:
To provide basic childcare regulations for recreation activities operated by the Burleson Parks and Recreation Department. This will allow the department to qualify for exemption from the requirements of the Texas Human Resources Code. The childcare programs offered by the Burleson Parks and Recreation Department are not licensed by the State of Texas. These standards of care are adopted by city ordinance pursuant to Section 42.041(b)(14) of the Texas Human Resources Code.

Implementation:
Oversight of all youth service programs will be the responsibility of the Burleson Parks and Recreation Department. Department leadership will supervise overall program components, while designated program and on-site staff will provide direct, day-to-day administration.

Programs:
These standards and regulations apply to all ongoing youth programs offered through the department. Program categories may include, but are not limited to, day camps, sports clinics, arts and cultural programs, agricultural and culinary experiences, and music or performance-based activities.

Additional Information:
Each program location will keep a current copy of the Standards of Care available for both staff and the public. Parents or guardians will also receive a copy prior to the start of the program.

**RECOMMENDATION:**

Staff recommends approval

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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



# PARKS AND RECREATION STANDARDS OF CARE

City Council: October 20, 2025
Staff Presenter: Jen Basham, Director of Parks and Recreation




# BACKGROUND

- The Texas Department of State Health Services (DSHS) regulates licensed childcare, but municipal day camps are exempt from state childcare licensing.
- Instead, cities must adopt their own “Standards of Care Ordinance” annually to operate youth programs without being classified as a childcare facility.
- Purpose: To establish basic childcare regulations for recreation-based youth programs operated by the Burleson Parks and Recreation Department.

# IMPLEMENTATION

- Oversight of all youth service programs will be the responsibility of the Burleson Parks and Recreation Department.

- Department leadership will supervise overall program components, while designated program and on-site staff will provide direct, day-to-day administration.



# PROGRAMS COVERED



These standards and regulations apply to all ongoing youth programs offered through the department.

Program categories may include, but are not limited to:

- Day camps
- Sports clinics
- Arts and cultural programs
- Agricultural and culinary experiences
- Music or performance-based activities

# STANDARDS OF CARE

## Burleson Parks and Recreation Standards of Care cover:

- General Information/Administration
- Staffing
- Facility Standards
- Service Standards - Staff
- Operational Issues
- General Guidelines for Children
- Activities
- Monitoring and Enforcement



BTX MADE

# DIRECTION / QUESTIONS




BTX MADE

488

**ORDINANCE**

**AN ORDINANCE ADOPTING THE CITY OF BURLESON YOUTH PROGRAMS STANDARDS OF CARE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, AND 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 Texas Human Resources Code, Section 42.041(b)(14), establishes requirements for exempting recreational programs operated by municipalities for elementary age (5-13) children from childcare licensing requirements; and

**WHEREAS,** in order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program, then submit a copy of program standards, a notice of the public hearing for the program and a copy of the ordinance adopting the standards to the State; and

**WHEREAS,** the City Council has reviewed proposed standards of care that include staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and

**WHEREAS,** the City Council held a public hearing on this matter prior to the adoption of this ordinance; and

**WHEREAS,** the City Council finds that the youth programs standards of care will provide basic child care regulations for day camp activities operated by the City of Burleson in accordance with Section 42.041(b)(14) of the Texas Human Resources Code;

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

**Section 1.**

The City Council hereby adopts the City of Burleson Youth Programs Standards of Care for providing basic child care regulations for day camp activities operated by the City of Burleson. A substantial copy of the City of Burleson Youth Programs Standards of Care is attached hereto as Exhibit "A" and incorporated herein for all purposes.

**Section 2.**

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 3.**

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

**Section 4.**

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

**Section 5.**

The City Secretary shall provide for the publication of this ordinance after its passage and as provided by law.

**Section 6.**

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

AND IS SO ORDAINED.

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

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

**PASSED AND APPROVED this the _____ day of _____, 20____.**

_____

Chris Fletcher, Mayor **(Seal)**

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

# CITY OF BURLESON
# PARKS AND RECREATION
# YOUTH PROGRAMS – STANDARDS OF CARE

## I. GENERAL INFORMATION/ADMINISTRATION

- Purpose: To provide basic childcare regulations for recreation activities operated by the Burleson Parks and Recreation Department. This will allow the department to qualify for exemption from the requirements of the Texas Human Resources Code. The childcare programs offered by the Burleson Parks and Recreation Department are not licensed by the State of Texas. These standards of care are adopted by city ordinance pursuant to Section 42.041(b)(14) of the Texas Human Resources Code.

- Implementation: Oversight of all youth service programs will be the responsibility of the Burleson Parks and Recreation Department. Department leadership will supervise overall program components, while designated program and on-site staff will provide direct, day-to-day administration.

- Programs: These standards and regulations apply to all ongoing youth programs offered through the department. Program categories may include, but are not limited to, day camps, sports clinics, arts and cultural programs, agricultural and culinary experiences, and music or performance-based activities.

- Other: Each program location will keep a current copy of the Standards of Care available for both staff and the public. Parents or guardians will also receive a copy prior to the start of the program.

- Program Sites:
  - Burleson Recreation Center 550 NW Summercrest Blvd. Burleson, TX 76028
  - Russell Farm Art Center 405 W County Road 714 Burleson TX, 76028
  - Additional programs may also be hosted at City parks or other partnering facilities as appropriate.

- General Program Objectives
  - To offer a broad program with a wide variety of recreational activities, including sports, games, arts and crafts, education, drama, special events, field trips, and tournaments.
  - To provide a pleasant and memorable experience in a supportive and caring atmosphere.

- To ensure a safe environment that promotes the health, well-being, and welfare of all participants.
- To teach children positive ways to spend their leisure time, supporting their emotional, physical, and social development.
- To encourage inclusivity by welcoming participants of all abilities and backgrounds.
- To promote creativity, teamwork, and problem-solving skills through diverse program experiences.
- To strengthen community connections by fostering friendships, family involvement, and partnerships with local resources.

- Exemption Status: Once an exempt status is established, the Licensing Division of the Texas Department of Protective and Regulatory Services will not monitor the recreational program. The Licensing Division will be responsible for investigating complaints of unlicensed childcare and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegations, to the Burleson Police Department.

- Standards of Care Review: Standards will be reviewed annually and approved by the City Council after a public hearing is held to adopt an ordinance regarding section 42.041(b)(14) of the Human Resources Code.

- These programs are recreational in nature and are not licensed child care facilities. Child Care Licensing will not regulate these programs nor investigate complaints related to them. The City of Burleson Parks and Recreation Department operates these programs as recreational opportunities for the community, not as state-licensed child care.

- Parents, visitors, or staff are encouraged to share any concerns, feedback, or complaints by calling the Burleson Recreation Center at 817-426-9104. Calls will be directed to the appropriate supervisor for follow-up.

## II. STAFFING

- Staff Roles and Responsibilities
  - Program staff are responsible for supervising participants, leading activities, and maintaining a safe and positive environment. Staff are expected to keep accurate records (such as attendance and incident reports), follow established schedules while adapting as needed, and ensure program areas remain clean and organized. Staff must demonstrate strong communication and conflict resolution skills, uphold discipline and order, and model professionalism at all times. Other duties may be assigned as needed to support program operations.

- Qualifications
  - Minimum age of 16 to serve in program support roles, with direct child supervision requiring an adult (age 18 or older) present.

- Positive, professional attitude with the ability to work effectively with children, families, and peers.
- Knowledge of age-appropriate activities and the ability to adapt them to meet participant needs.
- Strong interpersonal skills, with the ability to engage respectfully and fairly with a diverse group of participants.
- Ability to communicate effectively in a professional and authoritative manner.
- Physical ability to perform job functions, which may include standing, walking, bending, reaching, swimming, and lifting up to 50 pounds (100 pounds with assistance).
- Must successfully complete a criminal background check.
- Must obtain and maintain certifications in First Aid and Child & Adult CPR/AED (training provided by the department).

- Criminal Background Checks
  - All prospective employees will undergo a criminal background check. Applicants may be disqualified if they have job-related criminal convictions.

- Drug Testing
  - Prospective employees may be subject to drug testing prior to employment. Positive test results may disqualify an applicant from employment.

- Staffing Ratios
  - Staff-to-participant ratios will be maintained in accordance with program type, age of participants, and activity setting. Ratios will be established to ensure appropriate supervision and participant safety across all age groups.

**III. FACILITY STANDARDS**

- Emergency evacuation and participant relocation plans will be posted at each facility.

- Program employees will inspect sites frequently for sanitation and safety concerns and report issues to the appropriate Supervisor.

- Each program facility must have a fully stocked and up-to-date first aid kit, checked and restocked regularly.

- In any evacuation, staff will prioritize moving participants to a safe location.

- The Fire Marshall will inspect program sites annually, and Supervisors are responsible for compliance with directives.

- Fire extinguishers shall be available, inspected quarterly, and maintained for use.

- Emergency Action Plans will be reviewed during new staff orientation and reinforced in staff trainings.

- Medication will only be administered with written parental consent. Prescription and non-prescription medication must be in the original container, labeled with the child's name, and within expiration date.

- Participant medical, personal, and enrollment information will be kept confidential and accessible only to authorized staff and parents/guardians.

- Each indoor site shall have adequate restrooms and sinks accessible to children with appropriate staff supervision.

- All participants must be able to manage their own toileting and hygiene needs to be registered.

- Participants must wear appropriate footwear for safety.

- Emergency contact information and authorized pick-up persons must be on file for all participants.

- Only staff, registered participants, parents/guardians, and approved visitors are permitted in program areas.

- Program areas and equipment will be cleaned and sanitized regularly.

- Weather-related safety procedures will be followed, including heat protocols and severe weather sheltering. Outdoor activities will be modified or canceled when conditions pose a risk to participants.

## IV. SERVICE STANDARDS - STAFF

This information will be provided to each staff member as part of new hire orientation:

- Staff must wear uniforms or staff shirts and appropriate attire, including footwear, at all times for easy identification.

- Participants and parents will be treated with respect at all times.

- Staff are responsible for the direct supervision of participants to ensure safety and well-being.

- Staff will take it upon themselves to resolve complaints. If unable to resolve immediately, staff will collect the customer's name and phone number, report the issue to a supervisor, and ensure timely follow-up.

- Staff will keep parents informed of planned activities and any changes to the schedule.

- Staff will document participant behavior (accomplishments, discipline issues, general activities) and communicate updates to parents as needed.

- Staff will monitor the sign-in/out log at all times and release children only to authorized persons.

- Staff shall clean program areas after each activity, including sweeping/vacuuming floors, stacking chairs, cleaning mirrors, and putting away supplies, recognizing that spaces are shared with other groups.

- Staff will dedicate their on-duty time to participants and parents to ensure a meaningful and pleasant experience.

- Prior to working with participants, staff will check messages and emails for the day.

- A certified lifeguard will be present at all times when participants or staff are in or around any pool or aquatic facility.

- Staff must avoid being alone with a child in a private setting; whenever possible, interactions should occur in group or visible areas.

- Staff are required to complete and maintain all mandatory training, including First Aid, CPR, AED, and emergency procedures.

## V. OPERATIONAL ISSUES

- Emergency phone numbers for fire, police, and ambulance services will be kept at each facility.

- A Program Manual is given to every staff member and includes discipline procedures, city rules and regulations, required forms, service standards, activity leadership, and guidelines for interacting with children. Additional copies are available at each site.

- Check-in/out procedures will be established for each program. Only adults listed on registration/release forms will be allowed to pick up children.

- Emergency evacuation and relocation plans will be posted at each facility.

- Parents will be notified of planned field trips and required to complete release forms.

- Secure enrollment records will be maintained for each participant and could include: child's name, date of birth, address, parent contact information, emergency contacts, physician's phone number, authorized pick-up persons, liability waivers, swim ability, medical/medication information, and releases. Records will be kept confidential and shared only with authorized staff and parents.

- Staff will immediately notify parents/guardians when a child is injured or involved in a situation that placed them at risk. Parents will also be notified of communicable disease outbreaks or infestations (e.g., lice) within participant groups.

- Medications will be stored securely and administered only with written parental consent, in accordance with labeling and expiration dates.

- Discipline and guidance must be consistent with children's needs and developmental levels. Harsh, cruel, or unusual punishment will not be permitted, including corporal punishment, humiliation, abusive language, food withholding, or isolation in locked/dark rooms.

- Brief, supervised separation from the group may be used when necessary. All disciplinary incidents must be documented and shared with parents, and ongoing issues may result in removal from the program.

- Participants must have immunizations as required by the Texas Department of State Health Services for school attendance.

- Ill children may not participate until a medical evaluation clears them. Staff will call 911 for any injury requiring professional medical attention and complete incident reports for all injuries.

- Staff are mandated reporters of suspected child abuse or neglect and must immediately work with their supervisor to make a report to law enforcement or the Department of Family and Protective Services. Staff will not face retaliation for good-faith reporting.

## VI. GENERAL GUIDELINES FOR CHILDREN

- Children may not use the phone except in emergencies; staff will make the call on their behalf.

- Children must stay off elevated surfaces (tables, counters, ping pong tables, etc.).

- Children should walk inside the building; running is allowed only in designated areas.

- Bouncing or throwing balls is permitted only in designated areas.

- Active games using equipment that could damage windows, shades, lights, or ceilings must be played only in the gym.

- Children must respect staff, peers, and others' property, and treat all participants with inclusivity and fairness. Bullying, teasing, harassment, or exclusion of any participant is prohibited. Staff will intervene immediately to ensure all children are treated with respect and inclusivity

- Children must wear appropriate footwear at all times.

- Children must remain under close supervision and are not permitted to mix with the general public except during designated activities such as swim time or field trips. Staff are responsible for knowing the location of every child at all times.

- Children must follow staff instructions at all times, including during emergencies or drills.

- Failure to follow these guidelines may result in staff intervention, removal from an activity, or removal from the program if behavior endangers themselves or others.

## VII. ACTIVITIES

- Activities for each group will be planned according to participant age, interests, and abilities, and should be flexible to promote social, emotional, and educational development.

- All activities will be supervised to ensure safety, and staff-to-participant ratios will be maintained at all times.

- During field trips, staff will:
  - Conduct head counts before leaving the program site and before leaving the field trip site.
  - Carry each child's medical information, necessary medications, and a fully stocked first aid kit.
  - Carry a cellular phone for emergency use.
  - Ensure participants wear identifying shirts or other identifiers for easy recognition.
  - Follow all transportation safety procedures, including licensed drivers and seatbelt use if applicable. All vehicles will be maintained according to city safety standards.

- Reinforce participant behavior expectations and emergency procedures, including lost child protocols or severe weather responses.

## VIII. MONITORING AND ENFORCEMENT

Standards of care established by the City of Burleson will be monitored and enforced by the city departments responsible for their respective areas:

- Health and Safety Standards: The City's Police, Fire, and Code Enforcement Departments will monitor and enforce facility safety, emergency preparedness, sanitation, and related health and safety requirements.

- Staff and Program Standards**:** The Burleson Parks and Recreation Department will monitor and enforce compliance with staff conduct, supervision, program operations, and participant care.

Non-compliance with these standards may result in corrective actions, including staff retraining, program adjustments, or other measures necessary to maintain participant safety and program quality.

# City Council Regular Meeting

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a contract with Central North Construction for construction services on FM 731 for TxDot Green Ribbon Project CSJ 1094-030-020 through ITB 2025-014 in the amount of $191,624.40. (Staff Contact: Jen Basham, Director of Parks and Recreation)

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Beautiful, Safe, & Vibrant Community** | 3.1.6 Green Ribbon Project Completion \| We will complete construction of the Green Ribbon Project at SH 174 and John Jones Drive to enhance beautification and create opportunities to cultivate tourism. |

## SUMMARY:

### BACKGROUND

The City of Burleson submitted and was awarded funding through the TxDOT Green Ribbon Program for landscaping and scenic enhancements along FM 731. The project scope includes installation of irrigation, plant materials, hardscape features, and long-term landscape establishment. The goal is to enhance the visual quality of a major transportation corridor while contributing to environmental benefits and community aesthetics.

On July 16, 2025, the City publicly opened bids for the FM 731 Landscape Enhancements Project (City Bid No. 2025-014). Two bids were received:

Central North Construction – $191,624.40 (Apparent Low Bidder)

C. Green Scaping, LP – $303,521.40

The engineer's estimate for the project was $295,023.05.

**ANALYSIS**

Following review of the bids and recommendation by Kimley-Horn and Associates, Central North Construction was determined to be the lowest responsive and responsible bidder. Their proposal included competitive unit pricing, a complete bid package, and compliance with all TxDOT and City requirements.

Central North Construction has previously completed Green Ribbon projects in Burleson and demonstrated capacity to deliver the scope of work on schedule and within budget. While the number of bidders was limited, the competitive review process confirmed that rebidding would likely delay the project and increase costs given current market conditions

**RECOMMENDATION:**

Staff recommends approval of a resolution awarding the FM 731 Landscape Enhancements Project contract to Central North Construction in the amount of $191,624.40.

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

**REFERENCE:**

**FISCAL IMPACT:**

Base Bid:$191,624.40

Funded through a reimbursement grant through TxDot

**STAFF CONTACT:**

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

# GREEN RIBBON PHASE I CONSTRUCTION AWARD

CITY COUNCIL • OCTOBER 20, 2025

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

# PRESENTATION POINTS

1. BACKGROUND
2. SCOPE
3. BUDGET
4. TIMELINE
5. DIRECTION



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# What is Green Ribbon?

The Green Ribbon program is a TxDot grant created to improve the visual character of our corridors and minimize the negative impacts of air pollution through the planting of trees and shrubs.



504

# SCOPE

The area of focus for this project is located at Northwest John Jones at the from Wilshire to S Towne Crossing.

Once completed the City will be responsible for maintaining the landscape bed.




Location Map

Burleson Green Ribbon - NW John Jones Dr
FY2024 Application






# Plant Material

ALL PLANT MATERIAL SELECTED IS NATIVE AND DROUGHT TOLERANT

# AWARD

Design contract with Kimley-Horn- $90,000 + $9,000 contingency

Grant Award-$400,000

ITB 2025-014 FM 731 Landscape Enhancements:

Posted June 24, 2025, Closed July 16, 2025

2 Bids were received

Low Bid- $191,624.40

High Bid- $303,521.40

The bids were reviewed by staff, TxDot and Kimley Horn for accuracy. Both bidders are pre-qualified with TxDot.

Staff is recommending proceeding with the apparent low bidder Central North Construction



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THE CITY OF BURLESON TEXAS

# DIRECTION

APPROVE CONTRACT WITH CENTRAL NORTH CONSTRUCTION IN THE AMOUNT OF $191,624.40

DENY

Docusign Envelope ID: 76470B41-4C7F-4C90-A48E-2451FAF20F9A

Texas Department of Transportation

# MEMO

September 26, 2025

**To:** Carl L. Johnson, P.E.
Chief Engineer

**Through:** Jessica Butler, P.E.
Director of Engineering & Safety Operations

DocuSigned by: Jessica Butler 00B7C02688034DD...

**From:** Duane S. Milligan, P.E.
Director, Construction Division

DocuSigned by: 361344A1074C4B6...

**Subject:** Award of a Local Government Project, Johnson County

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Control: 1094-03-020
Project: F 2025(761)
Highway: FM 731
Johnson County

The above referenced FM 731 Landscape Development project has been reviewed. The City of Burleson and the Fort Worth (FTW) District recommend awarding the contract to Central North Construction. The total amount of the low bid was $191,624.40, which is 35.8% percent under the engineer's estimate of $298,323.05. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The City of Burleson is responsible for any costs above the maximum authorized federal and state amounts.

Attached are the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Utilities
- Environmental

DocuSigned by: Carl L. Johnson, PE 2FE36139F0614C3... 9/30/2025

I concur with the recommendation.

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

THIS AGREEMENT is dated as of the_____day of_____

in the year 20_____by and between City of Burleson

(hereinafter called OWNER) and Central North Construction, LLC

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**PLANS FOR THE FM 731 LANDSCAPE ENHANCEMENTS**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**PLANS FOR THE FM 731 LANDSCAPE ENHANCEMENTS**

Article 2. ENGINEER.

The Project has been

designed by:

KIMLEY-HORN AND ASSOCIATES, INC.
801 CHERRY STREET, UNIT 11, SUITE
1300 FORT WORTH, TX 76102-6803
TX REGISTRATION No. F-928

Kimley-Horn and Associates, Inc.. is hereinafter called ENGINEER and is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. GRAND TOTAL CONTRACT TIME – All sections of work, as identified in the Bid Form will be substantially completed within **53** Calendar Days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions within 30 calendar days from the date when the each unit in the Contract is substantially complete.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1. above plus any extensions thereof allowed in accordance with Article 12.02 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred dollars ($ 500.00 ) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred dollars ($ 500.00 ) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

TOTAL BID OF $ 191,624.40 AS IDENTIFIED IN THE BID FORM CONTAINED HEREIN.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph

14.02.B.5 of the General Conditions.

95 % of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraphs 14.07.B and 14.07.C.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02.A and 4.02.B of the General Conditions, and accepts the determination set forth in paragraphs SC-4.02 and 4.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies

or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement.

8.2. Performance, Payment Bonds as contained herein.

8.3. Certificate of Insurance.

8.4. General Conditions.

8.5. Supplementary Conditions.

**8.6.** Specifications bearing the title CONTRACT DOCUMENTS AND SPECIFICATIONS FOR **PLANS FOR THE FM 731 LANDSCAPE ENHANCEMENTS**

8.7. Drawings bearing the following general title:
**PLANS FOR THE FM 731 LANDSCAPE ENHANCEMENTS**

8.8. Addenda numbers 1 to 1, inclusive.

8.9. CONTRACTOR's Bid Form as contained herein.

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents

amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on_____, 20_.

| OWNER:<br>City of Burleson | CONTRACTOR: |
|---|---|
| _____ | _____ |
| By_____<br>(Print Name) | By_____<br>(Print Name) |
| ( SEAL) | (CORPORATE SEAL) |
| Attest_____ | Attest_____ |
| Address for giving notices: | Address for giving notices: |
| 141 W. Renfro | _____ |
| Burleson, TX 76028 | _____ |

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
**City of Burleson**
**141 W. Renfro**
**Burleson, Texas, 76028**

CONTRACT
Date:
Amount: $191,624.40
Description (Name and Location):
**PLANS FOR THE FM 731 LANDSCAPE ENHANCEMENTS**

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company**:**

Signature: _____(Seal)
Name and Title:

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____(Seal)
Name and Title:

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non- performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
**City of**
**Burleson 225**
**W. Renfro**
**Burleson, Texas, 76028**

CONTRACT
Date:
Amount:
Description (Name and Location):
**PLANS FOR THE FM 731 LANDSCAPE ENHANCEMENTS**

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____(Seal)
Name and Title:

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____(Seal)
Name and Title:

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

**EJCDC No. C-615 (2002 Edition)**
**Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone**
**Surety Agency or Broker:**
**Owner's Representative (engineer or other party):**

# City Council Regular Meeting

**DEPARTMENT:** **Development Services**

**FROM:** **Tony McIlwain, Development Services Director**

**MEETING:** **October 20, 2025**

## SUBJECT:

ETJ Release Petition for 1601 W FM 917 (Case 25-273): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 45.90 acres of land addressed as 1601 W FM 917. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.2 Promote sustainable residential and commercial development through strategic and long-term planning |

## SUMMARY:

On September 12, 2025, a petition was submitted by Connie Kay Allen (executor of the Betsy R. Jackson Estate) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 45.90 acres of land addressed as 1601 W FM 917 as shown on the attached Exhibit 2. The property is currently under a development agreement (attached as Exhibit 4).

## RECOMMENDATION:

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

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

*May 27, 2016*: Development Agreement signed by property owner(s).

**REFERENCE:**

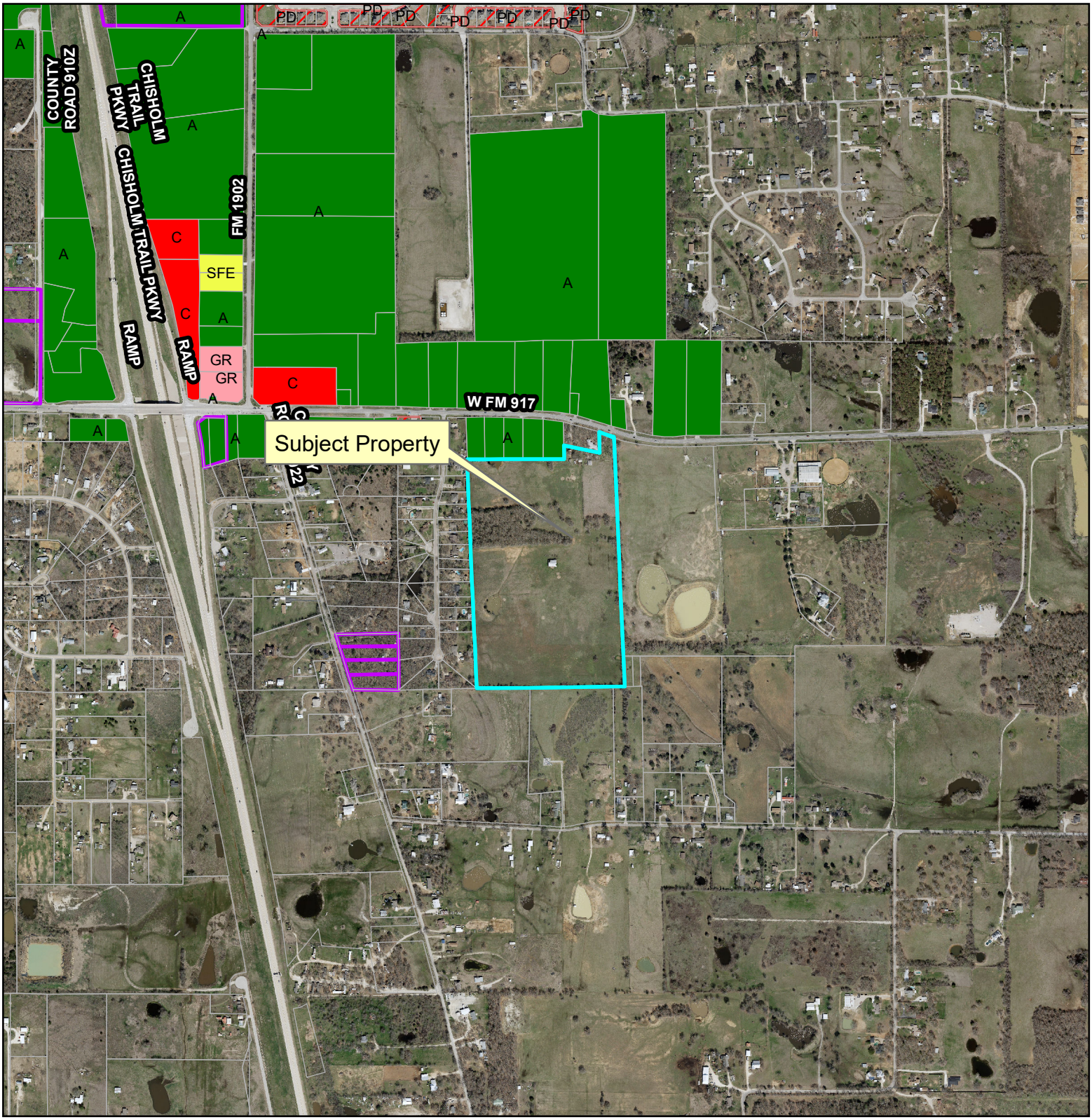
88(R) SB 2038 - Senate Committee Report version - Bill Text (texas.gov)

**FISCAL IMPACT:**

None.

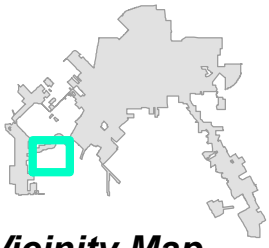
**STAFF CONTACT:**

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




# 1601 W FM 917
# ETJ Release Petition
# Case 25-273

THE CITY OF BURLESON TEXAS



*Vicinity Map*

522

THE CITY OF
BURLESON
TEXAS

# Release from Extraterritorial Jurisdiction (ETJ) Petition

| APPLICANT / OWNER | |
|---|---|
| Applicant or Authorized Agent | Owner |
| Name: CONNIE KAY ALLEN, EXECUTOR | Name: ESTATE OF BETTY R JACKSON |
| Company:: | Company: |
| Address:: 1013 PRAIRIE AVE CLEBURNE TX 76033 | Address:: 1601 W FM 917 JOSHUA TX 76058 PHYSICAL ONLY |
| Telephone: 817-705-8172 | Telephone: 817-705-8172 |
| Email: conniekallen2000@yahoo.com | Email: conniekallen2000@yahoo.com |
| Signature: Connie K Allen, Executor | Signature: Connie K Allen, Executor |

| SITE INFORMATION | |
|---|---|
| Number of properties within the area to be released: | 1 |
| General location or address of area to be released: | 1601 W FM 917, JOSHUA |
| Total Acres to be released: | 45.9 |
| County of Request | JOHNSON |

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

**CITY OF BURLESON RELEASE FROM ETJ PETITION**

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

| Tax ID # and Physical Address | Property Owners Signature | Notary |
|---|---|---|
| EIN # 33-6480426 | Connie Kay Allen, Executor of Estate of Betty R Jackson | State of TX<br>County of Johnson<br>The instrument was signed or acknowledged before me on 9/10/25<br>By Connie Allen<br>Print name of signer(s)<br>NOTARY PUBLIC STATE OF TEXAS<br>LEXY RAE PUTNAM<br>Notary ID #131495933<br>My Commission Expires<br>March 20, 2026<br>Notary Signature |
| | | State of _____<br>County of _____<br>The instrument was signed or acknowledged before me on _____<br>By _____<br>Print name of signer(s)<br>_____<br>Notary Signature |

**LETTERS TESTAMENTARY**
CC-P202425943

THE STATE OF TEXAS
COUNTY OF JOHNSON

COUNTY COURT AT LAW 1

I, APRIL LONG, Clerk of the County Court at Law 1, Johnson County, Texas, do hereby certify that on 10/16/2024, **Connie Kay Allen** was by said court duly granted Letters Testamentary for the Estate of **Betty Ruth Jackson**, deceased, and that **Connie Kay Allen** qualified as Independent Executor of said Estate on 10/16/2024 as law requires and that said appointment is still in full force and effect.

Witness my hand and seal of said court, at Cleburne, Johnson County, Texas on this the 16th day of October, 2024.

April Long, County Clerk
Johnson County, Texas

By: _____
Michelle Hill, Deputy

Johnson County
Becky Ivey
County Clerk
Cleburne 76033

70 2016 00018194

**Instrument Number: 2016-18194**

As

**Recorded On: July 29, 2016** **Agreement**

**Parties:**

To

**Billable Pages: 7**

**Number of Pages: 8**

**Comment:**

( Parties listed above are for Clerks reference only )

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

| | |
|---|---|
| Agreement | 50.00 |
| **Total Recording:** | **50.00** |

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

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

**File Information:**

Document Number: 2016-18194

Receipt Number: 69470

Recorded Date/Time: July 29, 2016 01:40:37P

User / Station: A Long - CCL13

**Record and Return To:**

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

COUNTY COURT
JOHNSON COUNTY, TEXAS

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

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

Becky Ivey

BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

**STATE OF TEXAS §**
**COUNTY OF JOHNSON §**

# DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

## SECTION 1.
## CONDITIONAL IMMUNITY FROM ANNEXATION

A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.

B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

## SECTION 2.
## REGULATION OF PROPERTY

A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
   1. the Subdivision and Development Ordinance; and
   2. Ordinances prohibiting:
      (i) construction of a billboard(s); and
      (ii) manufacture, storage, sale, and use of fireworks.

B. Uses allowed:
   1. Agriculture, Wildlife Management or Timber Uses: In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code; or
   2. A "residential homestead" as such is defined by Chapter 11 of the Tax Code; or
   3. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.

C. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent. The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

## SECTION 3.
## EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

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

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

B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

## SECTION 4.
## TERM

A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") will be through June 20, 2041 provided that the City Manager's (or designee's) signature to this Agreement is completed and acknowledged by a public notary.

B. Upon expiration of the Term:
   1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
   2. The City will institute and complete annexation proceedings for the Property; and
   3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.

C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.

D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

## SECTION 5.
## GENERAL PROVISIONS

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

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

City of Burleson, Texas
Attn: City Manager
Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.

C. Severability. If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

F. Venue. Venue for this Agreement shall be in Johnson County, Texas.

G. Vested Rights. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2), 212.172(g), and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.

J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

**Executed this** 27 **day of** May, **20** 16 **by Owner.**

Owner's Signature(s): Betty R. Jackson

Owner's Printed Name(s): BETTY R. JACKSON

STATE OF TEXAS §

COUNTY OF JOHNSON §

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

Given under my hand and seal of office this 27th day of May, 2016.

BENJAMIN ALEXANDER PHILIPS
NOTARY PUBLIC
State of Texas
Comm. Exp. 06/15/2016

(Notary Seal)

Benjamin A Philips

Notary Public's Signature

**Executed this** 27th **day of** May, **20** 16 **by City.**

City Representative Signature(s): _____

City Representative Printed Name: Kent George

City Representative Title: Development Project Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 27th day of May, 2016, by Kent George (name), Development Manager (title), of the City of Burleson, Texas.

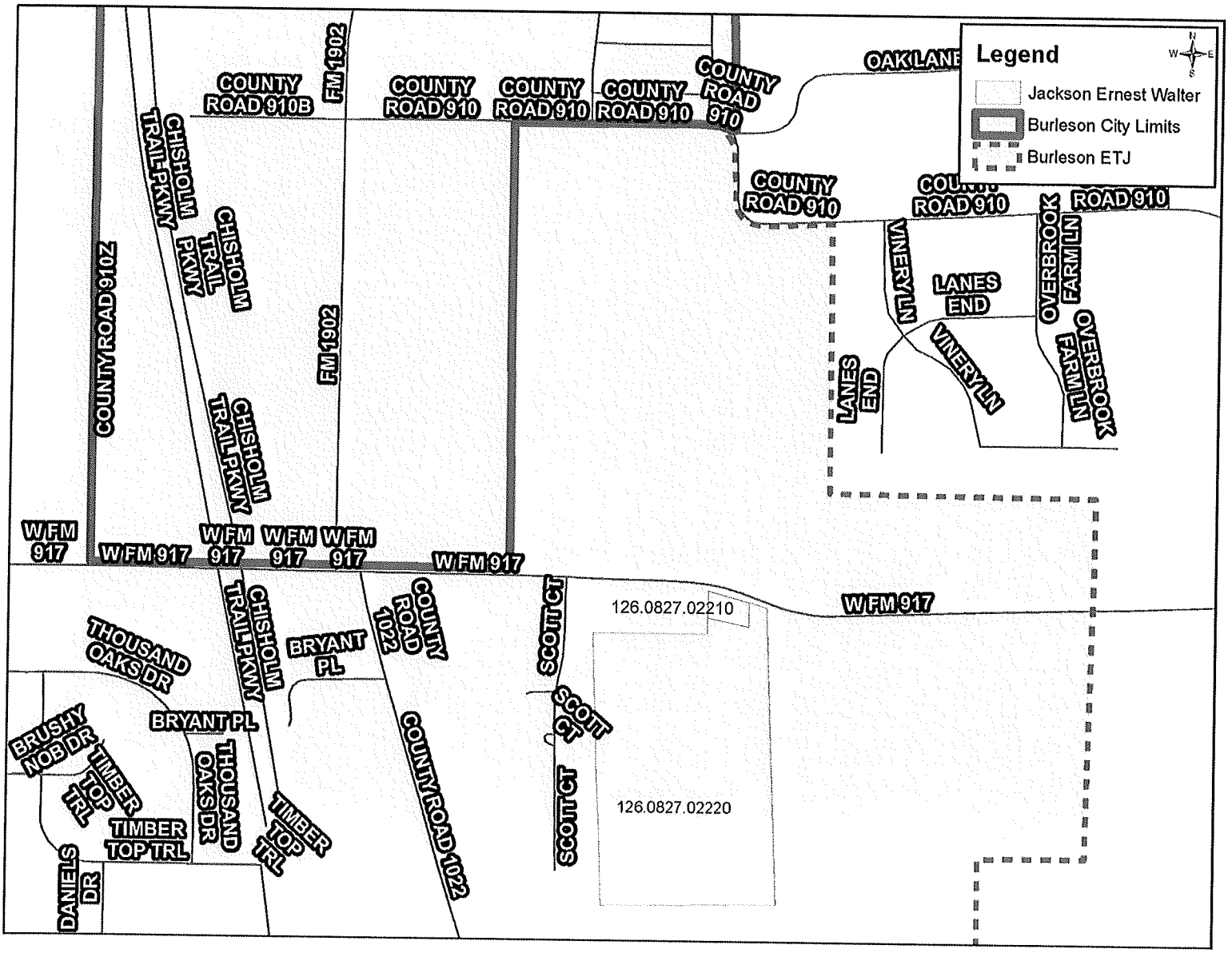
BENJAMIN ALEXANDER PHILIPS
NOTARY PUBLIC
State of Texas
Comm. Exp. 06/15/2016

(Notary Seal)

Benjamin A. Philips

Notary Public's Signature

# EXHIBIT A
# PROPERTY DESCRIPTION



# City Council Regular Meeting

**DEPARTMENT:** **Development Services**

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

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71. (Project DV2201)*(Staff Contact: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.2 Promote sustainable residential and commercial development through strategic and long-term planning<br>2.3 Enhance connectivity and improve mobility<br>2.4 Implement the city's Capital Improvement Program |

## SUMMARY:

In accordance with Texas Local Government Code Chapter 252, the City issued ITB No. 2025-016 for Hooper Business Park Drainage & Improvements. The solicitation was advertised on August 13 and August 20, 2025, and posted on the City's electronic bidding platform, Bonfire, from August 13 through September 11, 2025. The opportunity was distributed to 199 vendors across six relevant commodity codes in Bonfire, with 88 vendors downloading project documents. The city received six proposals, with SYB Construction Co., Inc. being the lowest and most responsible bidder.

The project includes the construction of two retention ponds for stormwater control as required by the city's ordinances. Additionally, CR 21019 will be realigned for a more direct connection to Lakewood Drive. As part of the project, a 12-inch JCSUD water line will also be relocated.

The design included landscape and irrigation plans, which will be included in the Lakewood Drive Landscape and Irrigation bid in the future.

**RECOMMENDATION:**

Approve a contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71.

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

Design funding was approved in October 2022 and amended in July 2023 to include a detailed drainage study and realignment of CR 1019.

**REFERENCE:**

NA

**FISCAL IMPACT:**

**Proposed Expenditure/Revenue:** $3,781,649.71
**Account Number(s):** 4403101-70020
**Fund:** 4A Economic Development Corporation
**Account Description:** 4A Bond Construction
**Procurement Method:** Bid

**STAFF CONTACT:**

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

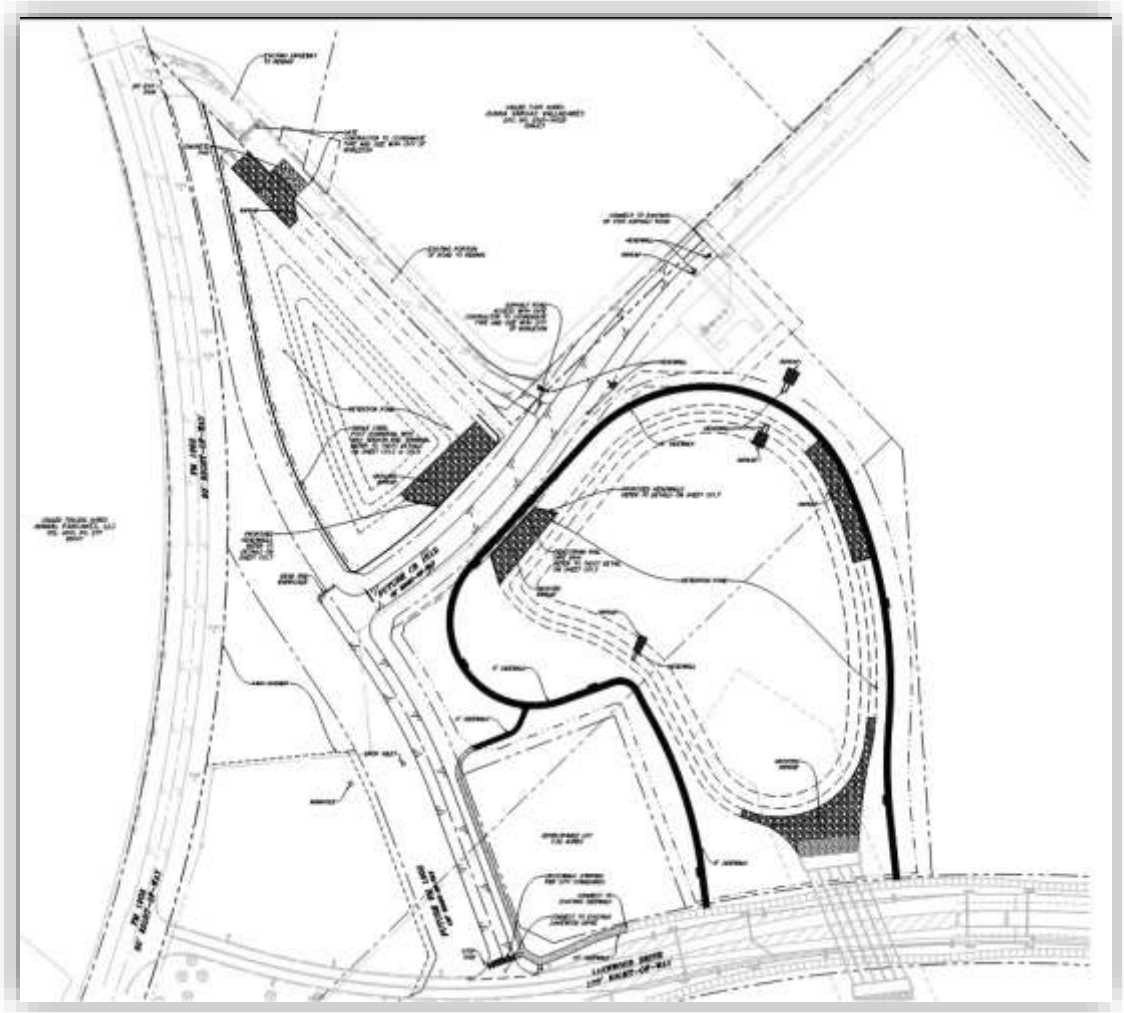
# Hooper Business Park Drainage and Paving Improvements

Award of Bid

October 20, 2025



# Project Background



- Design funding approved in October 2022 and amended in July 2023 to include the re-alignment of CR 1019 and a detailed drainage study
- Right-of-Way and Easement acquisition is being finalized
  - Portion of existing CR 1019 acquired to accommodate drainage improvements and no longer needed with re-alignment of the roadway
  - Two drainage easements
- Construction of two retention ponds as part of the Hooper Business Park drainage improvements and re-alignment of CR 1019
- Relocation of a 12-inch JCSUD water line

# Construction Procurement

- Invitation to Bid issued April 13, 2025
- Bids opened September 11, 2025
- Six (6) submissions received

| Bidder | Amount |
|---|---|
| **SYB Construction CO, Inc** | **$3,437,863.37** |
| Forth Worth Civil Constructors | $4,196,900.13 |
| Klutz Construction, LLC | $4,316,811.16 |
| Jackson Construction, Ltd. | $4,743,626.10 |
| 2L Construction, LLC | $5,322,966.98 |
| Axis Contracting | $6,284,528.814 |




- Construction Contingency (10%): $343,786.34
- Recommended Award: $3,781,649.71
- Budgeted Resources: $6,500,000.00*

*Includes funds for landscape and irrigation to be included in the Lakewood Drive Landscape bid – estimated OPCC approximately $800,000



538

# Construction Timeline



# Action Requested

Consider and take possible action on a contract with SYB Construction CO., INC for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of $3,437,863.37 with a project contingency of $343,786.34 for a total amount of $3,781,649.71. (Project DV2201)

# Questions/Discussion

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

## SECTION 7

STATE OF TEXAS§ **Contract**

COUNTY OF JOHNSON §

PROJECT NO. DV2201

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and
SYB CONSTRUCTION CO., INC.
hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**Hooper Business Park Drainage and Paving Improvements**

**City of Burleson Project No. DV2201**

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete the work within 365 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which THREE MILLION, FOUR HUNDRED THIRTY-SEVEN THOUSAND, EIGHT HUNDRED SIXTY-THREE AND 37/100 DOLLARS ($3,437,863.37) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars ($400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars ($ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

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

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

By_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

CONTRACTOR

_____
Company Name

_____
Tax Identification Number:

By_____
Signature

_____
Printed or Typed Name

_____
Printed or Typed Title

ATTEST:

_____
Amanda Campos
City Secretary

CITY OF BURLESON, TEXAS

_____
Tommy Ludwig
City Manager

**THE STATE OF TEXAS §**

**Corporate Acknowledgment**

**COUNTY OF JOHNSON §**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

**City Acknowledgement**

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

My Commission Expires: _____

Bond No. _____

# Section 8

STATE OF TEXAS §

COUNTY OF JOHNSON § **Performance Bond**

KNOW ALL BY THESE PRESENTS:

**THAT**_____, of the City of _____, County of _____, State of _____, hereinafter referred to as "PRINCIPAL," and _____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON**, **TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of THREE MILLION, FOUR HUNDRED THIRTY-SEVEN THOUSAND, EIGHT HUNDRED SIXTY-THREE AND 37/100 DOLLARS ($3,437,863.37), 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, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20_____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**Hooper Business Park Drainage & Paving Improvements**

**Project No. DV2201**

in the City of Burleson, Texas, as more particularly described and designated in the above referenced Contract such Contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**NOW THEREFORE,**

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced 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 such 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 PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract. Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas. And, that 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 as the agent resident in either Tarrant or Johnson County 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

_____
Title

_____
Address

_____
City State Zip

PRINCIPAL

_____
Company

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

WITNESS

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

SURETY

_____
Company

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

(Raised Seal)

Bond No. _____

STATE OF TEXAS §

COUNTY OF JOHNSON § **Payment Bond**

KNOW ALL BY THESE PRESENTS:

**THAT**_____, of the City of _____, County of _____, State of _____, hereinafter referred to as "PRINCIPAL," and _____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON**, **TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of THREE MILLION, FOUR HUNDRED THIRTY-SEVEN THOUSAND, EIGHT HUNDRED SIXTY-THREE HUNDRED AND 37/100 DOLLARS ($3,437,863.37), 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, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20_____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**Hooper Business Park Drainage & Paving Improvements**

**Project No. DV 2201**

in the City of Burleson, Texas, as more particularly described and designated in the above referenced Contract such Contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**NOW THEREFORE,**

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

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

And, that such 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.

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson 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

_____
Title

_____
Address

_____
City State Zip

PRINCIPAL

_____
Company

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

WITNESS

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

SURETY

_____
Company

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

(Raised Seal)

Bond No. _____

STATE OF TEXAS §

COUNTY OF JOHNSON § **Maintenance Bond**

KNOW ALL BY THESE PRESENTS:

**THAT**_____, of the City of _____, County of _____, State of _____, hereinafter referred to as "PRINCIPAL," and _____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON**, **TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of THREE MILLION, FOUR HUNDRED THIRTY-SEVEN THOUSAND, EIGHT HUNDRED SIXTY-THREE AND 37/100 DOLLARS ($3,437,863.37), 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, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20_____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**Hooper Business Park Drainage & Paving Improvements**

**Project No. DV 2201**

in the City of Burleson, Texas, as more particularly described and designated in the above referenced Contract such Contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**NOW THEREFORE,**

If PRINCIPAL 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 perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, 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 PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so,

it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas. And, that 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 as the resident agent in either Tarrant or Johnson County 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

_____
Title

_____
Address

_____
City State Zip

PRINCIPAL

_____
Company

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

WITNESS

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

SURETY

_____
Company

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

(Raised Seal)

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

NAME _____

ADDRESS _____

# City Council Regular Meeting

**DEPARTMENT:** **Economic Development**

**FROM:** **Alex Philips, Economic Development Director**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a 380 agreement between Windmiller Properties, LLC, and the City of Burleson for the development of a new hotel located at the Standard at Chisenhall. (Staff Contact: Alex Philips, Economic Development Director)

## STRATEGIC PRIORITY AND GOAL(S):

| | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.1 Attract and retain top-tier businesses<br>2.2 Promote sustainable residential and commercial development through strategic and long-term planning<br>2.3 Enhance connectivity and improve mobility<br>2.4 Implement the city's Capital Improvement Program<br>Develop and maintain facilities and utility services |

## SUMMARY:

Windmiller Properties, LLC is proposing a new Hilton flag boutique hotel within the Standard at Chisenhall development. The hotel will have a minimum capital investment of $18 million dollars and will include at least 80 rooms in 5 -6 stories. The development will also include a restaurant space as well as two smaller spaces for retail on the bottom floor.

The 380 agreement includes a 75% rebate of the HOT tax that is received from the development for a term of seven (7) years or it reaches the cap of $1.3 million prior to the end of the term.

Windmiller is obligated to commence construction by August 30, 2026 and receive the certificate of occupancy by December 31, 2027.

**RECOMMENDATION:**

Staff recommends approval

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: 75% Rebate of Hot revenue
Account Number(s): 2104202-66045
Fund: HOT/MOT Tax Fund
Account Description: Economic Development Incentive
Procurement Method: N/A

**STAFF CONTACT:**

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

# Economic Development

Burleson City Council Session
10/20/2025

# Project Overview

- Windmiller Properties, LLC is proposing a new boutique hotel
- Will be located within The Standard at Chisenhall Development
- Hotel would be 80 rooms with a restaurant and 2 small retail locations on the bottom floor.
- Operator would place a Hilton Tapestry flag brand at this location.
- This flag would allow an upscale customized finish out to the hotel.
- Similar but on a smaller scale to the Drover or Bowie House in Fort Worth.



# Project Details

- Hotel site identified in red. This building currently identified as a future office building.
- Area shaded in yellow is being proposed to be developed open space with trail, fire pits, benches and other amenities.
- The current Planned Development zoning does allow a Hotel.
- The developer is proposing the Hotel to be 5 - 6 stories tall.
- The project would be adjacent to Chisenhall Fields and would be greatly utilized during tournaments



# Incentive Package

**Prospect Obligations**

- Construct a Hotel with at least 80 rooms and deliver a Hilton Tapestry product with a minimum capital investment of $18M.
- Commence construction of the development by May 1, 2026.
- Complete the construction of the public infrastructure and open space within the development by December 31, 2027.
- Receive the Certificate of Occupancy and open to the public by December 31, 2027.

**City & Obligations**

- City to provide a Hotel Occupancy Tax Rebate of 75% for a term of 7 years or up to $1,300,000.

Total Incentive - $1.3M

# Windmiller Hotel Performa

| | 2028 Year 1 | 2029 Year 2 | 2030 Year 3 | 2031 Year 4 | 2032 Year 5 | 2033 Year 6 | 2034 Year 7 | 2035 Year 8 | 2036 Year 9 | 2037 Year 10 | 2047 Year 20 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **CAPEX** | $ 18,000,000 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Appraised Value (70% of CAPEX)** | $ 12,600,000 | $ 12,726,000 | $ 12,853,260 | $ 12,981,793 | $ 13,111,611 | $ 13,242,727 | $ 13,375,154 | $ 13,508,905 | $ 13,643,994 | $ 13,780,434 | $ 15,222,173 |
| **Revenue** | | | | | | | | | | | |
| HOT Tax | $ 190,407 | $ 217,826 | $ 244,566 | $ 263,899 | $ 277,920 | $ 277,920 | $ 277,920 | $ 277,920 | $ 277,920 | $ 277,920 | $ 306,996 |
| Sales Tax | $ - | $ 40,000 | $ 41,200 | $ 42,436 | $ 43,709 | $ 45,020 | $ 46,371 | $ 47,762 | $ 49,195 | $ 50,671 | $ 68,097 |
| Property Tax | $ 90,720 | $ 91,627 | $ 92,543 | $ 93,469 | $ 94,404 | $ 95,348 | $ 96,301 | $ 97,264 | $ 98,237 | $ 99,219 | $ 109,600 |
| **Expenses** | | | | | | | | | | | |
| Sales Rebate (GF 50%) | | | | | | | | | | | |
| HOT Rebate (75%) | | $ (163,369.26) | $ (183,424.19) | $ (197,924.42) | $ (208,439.64) | $ (208,439.64) | $ (208,439.64) | $ (208,439.64) | | | |
| Site Improvements | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **Annual** | $ 281,127 | $ 186,084 | $ 194,885 | $ 201,880 | $ 207,593 | $ 209,848 | $ 212,152 | $ 214,506 | $ 425,351 | $ 427,809 | $ 484,693 |
| | | | | | | | | | | | |
| **Cumulative** | | $ 467,210 | $ 662,095 | $ 863,975 | $ 1,071,567 | $ 1,281,415 | $ 1,493,567 | $ 1,708,073 | $ 2,133,425 | $ 2,561,234 | $ 7,144,706 |

**ROI**

10 Year – 186%

20 Year – 518%

**Total Incentive Cap**

$ 1,300,000

# Questions / Comments

Alex Philips
Economic Development Director
aphilips@burlesontx.com
817-426-9638

**ECONOMIC DEVELOPMENT AGREEMENT**
**BETWEEN**
**WINDMILLER PROPERTIES, LLC**
**AND**
**THE CITY OF BURLESON, TEXAS**

This Economic Development Agreement ("**Agreement**") is made and entered into by and between the City of Burleson, a Texas home-rule municipal corporation (the "**City**"), and Windmiller Properties, LLC, a Texas limited liability company and/or assigns ("**Company**"). The City and Company may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

## RECITALS

**WHEREAS**, Company owns approximately .22 acres of land located at 279 West Hidden Creek Parkway, Burleson, Texas 76028, located within the Standard at Chisenhall Development, as generally depicted on the survey attached as **Exhibit A** (the "**Property**"); and

**WHEREAS**, Company is seeking an economic development incentive to develop the Property in accordance with this Agreement, which constitutes a program under Chapter 380 of the Texas Local Gov't Code; and

**WHEREAS**, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code to provide economic development grants and incentives to promote state and local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, pursuant to this Agreement, Company agrees to develop the Property for a Hilton Tapestry flag brand, or similar class of a minimum five (5) story hotel with approximately eighty (80) rooms and parking, with adjacent area to be developed as open space with trail, fire pits, benches, and other amenities, subject to site plan approval by the City Council, as generally shown on the attached **Exhibit B** (the "**Project**"); and

**WHEREAS**, the City desires to provide the City Grant, as defined or further described in this Agreement, to Company pursuant to Chapter 380 of the Texas Local Gov't Code in consideration of Company bringing the Project to the City; and

**WHEREAS**, the City finds and determines that this Agreement directly enhances and promotes tourism in the convention and hotel industry, and the City Grant is for the construction of a hotel; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and City, by eliminating unemployment or underemployment in the State of

Texas and City, and will enhance the City's real property, sales tax, and hotel occupancy tax base, and will enhance business and commercial activity within the State of Texas and City.

**NOW, THEREFORE,** in consideration of the recitals above, and the mutual covenants and promises contained herein, and for other good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1
## DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Agreement," "City," "Company," "Project," and "Property," have the meanings set forth in the recitals.

"Approved Plans" means the plans and specifications relating to the design and construction of the Project, inclusive of any change orders thereto, which comply with all City rules and regulations, and are approved by the City.

"Affiliate" means an entity that directly controls, is directly controlled by, or is under common control with the Company.

"Building Final" means the approval of the final inspection issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish-out for Company, or for its tenant(s).

"Capital Investment" shall mean Company's capitalized costs for the design and construction of the Project (inclusive of all hard and soft costs). Capital Investment does not include the cost of marketing of the Project.

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

"City" means the City of Burlson, Texas.

"City Council" means the City Council of the City.

"City Grant(s)" has the meaning set forth in Article 4 of this Agreement.

"Commencement of Construction" shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project; (ii) all necessary permits for the construction of Project have been issued by the applicable governmental authorities; and (iii) construction of vertical elements of buildings within the Project has commenced.

"Effective Date" means the date this Agreement is fully executed by the parties.

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

"Force Majeure" means any act that (i) materially and adversely affects the affected party's ability to perform the relevant obligations under this Agreement or delays such affected party's ability to do so, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the affected party's fault or negligence, and (iv) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (e) fires; and (f) epidemics or pandemics where shut-down of residential construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of Company or any affiliate of Company, other than industry or nationwide strikes or labor disputes; (j) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of Company, or any construction contracts for the Project.

"HOT Tax Revenues" means those revenues attributable to the Project and collected and received by the City pursuant to Chapter 351 of the Texas Tax Code.

"Impositions" mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or the Property, or any property or any business owned by Company or within the City.

"Tax Year" shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

"Taxable Value" shall mean the appraised value of the Property as certified by the Johnson Appraisal District, or its successor, for a given Tax Year.

"Term" means the term of this Agreement as described in Article 2 of this Agreement.

## ARTICLE 2

## TERM

The term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein, but shall automatically terminate upon the expiration of ten (10) years from the Effective Date.

## ARTICLE 3
## COMPANY OBLIGATIONS

3.1 Compliance with Laws. Construction of the Project must be done in accordance with the Approved Plans and all applicable federal, state and local laws, codes, and regulations.

3.2 Regulations Regarding Building Products, Materials, or Methods. The parties find that the Project constitutes an area of architectural importance and significance and the City Council of City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "**Code**"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Company voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the applicable zoning district (the "**Regulations**") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building for the Project, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Company voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Project in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Company's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City to authorize the payments to Company described herein; (d) the covenants contained herein shall run with the land and shall bind Company and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

3.3 Commencement of Construction. Company must achieve Commencement of Construction of the Project no later than August 30, 2026.

3.4 Building Final and Certificate of Occupancy. No later than December 31, 2027, Company must receive a Building Final and Certificate of Occupancy.

3.5 Capital Investment. The minimum Capital Investment for the Project shall be Eighteen Million Dollars ($18,000,000) as of the date the Project receives a Building Final. Company shall, within ninety (90) days after receiving a Building Final of the Project deliver to the City Manager copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document compliance with the required Capital Investment for the Project.

3.6 Impositions. Company shall remain current on all Impositions for the Term of this Agreement.

3.7 Appraised Taxable Value. For the Term of this Agreement, Company shall not protest an appraisal of the Property by the Johnson County Appraisal District to reduce the appraised value of the Improvements to an amount less than Twelve Million Six Hundred Thousand Dollars ($12,600,000.00).

3.8 Property Maintenance. Company, or its assigns, agrees to be responsible for the continuous and perpetual operation and maintenance of the Property and Company's Property in accordance with all applicable federal, state and local laws, codes, and regulations during the Term of this Agreement.

3.9 Rough Proportionality. The Parties agree that all conveyances, dedications, construction costs and other payments, if any, made by Company related to the Project are roughly proportional to the need for such improvements created by the development of the Project and Company hereby waives any claim therefore that it may have. Company further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, for the Project and any public improvements are related both in nature and extent to the impact of the Project. Company waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

## ARTICLE 4
## CHAPTER 380 PROGRAM GRANTS

4.1 City Grants. Provided Company is in full compliance with the obligations and terms of this Agreement, the City shall provide a hotel occupancy sales tax rebate equal to seventy-five percent (75%) of the municipal HOT Tax Revenues directly generated from the Project and remitted to the City beginning with the first Tax Year after the Certificate of Occupancy is issued for the hotel for a period of up to seven (7) years. The City Grant shall terminate at the expiration of 7 years from the date of the first payment, or upon the date the total payment of City Grants equals $1,300,000.00, whichever occurs first.

4.2 Submission Data for Hotel Occupancy Tax Rebate. Within ninety (90) calendar days after the end of each Tax Year, in which Company is entitled to a City Grant, Company shall submit to the City a written schedule, certified by Company as to its accuracy and completeness, a copy of all Texas municipal hotel occupancy tax returns and supporting work papers, including but not

limited to, amended reports filed by Company showing municipal hotel occupancy tax generated by the Property and actually paid to the State.

4.3 Within thirty (30) days after receipt of (i) the Submission Data required by Section 4.2; and (ii) receipt of the municipal hotel occupancy tax the City shall make the City Grant payments to Company as provided in Section 4.1.

## ARTICLE 5
## TERMINATION, OFFSET, AND REPAYMENT

5.1 Termination. This Agreement may be terminated upon any one or more of the following:

(a) by mutual written agreement of the parties; or

(b) upon written notice by any party, if another party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within ninety (90) days after written notice thereof; or

(c) upon written notice by the City, if Company suffers an Event of Bankruptcy or Insolvency; or

(d) upon written notice by the City, if any Impositions owed to City become delinquent and such delinquency has not been cured within ninety (90) days after written notice thereof; or

(e) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

5.2 Offset. Company shall not allow the ad valorem taxes owed to the City on any property owned by Company and located within the City to become delinquent beyond the last day ad valorem taxes can be paid without assessment of penalty. The City may at its option, and after delivering written notice to Company of its intent to do so, increase any amounts due and payable to the City under this Agreement to recover any delinquent debt (including taxes) lawfully due to City, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

5.3 Repayment and Forfeiture.

(a) In the event this Agreement is terminated by the City pursuant to Section 5.1(b) because the Company violates Section 9.16 of this Agreement, Company shall immediately refund any and all of the City Grants to the City and pay any additional amounts to the City in accordance with that Section.

(b) In the event this Agreement is terminated by the City pursuant to Section 5.1(b) because the Company violates Section 9.18 of this Agreement, Company shall immediately refund any and all of the City Grants to the City, as applicable, and shall pay to the City

an amount equal to the remaining annual payments due to the City, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

(c) In addition to the above and any other rights under law, in the event this Agreement is terminated by the City pursuant to Section 5.1(b)-(e), Company shall immediately forfeit and not be entitled to receive any additional City Grants under this Agreement, and, further, Company shall immediately waive and relinquish to the City any and all hotel occupancy sales taxes collected from the Project but not yet rebated to the Company by the City through a City Grant.

## ARTICLE 6
## INDEMNIFICATION

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY AND ITS COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY REPRESENTATIVES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL**

**IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## ARTICLE 7
## ACCESS TO PUBLIC INFORMATION

Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the City's request, Company agrees to provide the City access to contract documents, invoices, receipts, records, and reports to verify Company's compliance with this Agreement.

## ARTICLE 8
## GOVERNMENTAL FUNCTIONS AND IMMUNITY

The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the City. To the extent a Court of competent jurisdiction determines that the City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the City's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

## ARTICLE 9
## GENERAL PROVISIONS

9.1 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

9.2 Representations and Warranties. Company represents and warrants that it has the requisite authority to enter into this Agreement. Company represents and warrants that it will not violate any federal, state or local laws in constructing or operating the Project, and that the Project shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations of the City of Burleson, Texas.

9.3 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

9.5 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

9.6 Successors and Assigns. This Agreement shall not be assigned without prior written consent and approval by the City Council, which consent and approval shall be in its sole and uncontrolled and absolute discretion. Notwithstanding the foregoing, the Company may assign this Agreement and any benefits there under, including City Grants, once to any Affiliate with the City Council's prior written consent and approval, which consent and approval, as applicable, shall not be unreasonably denied, withheld or delayed.

9.7 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

| | |
|---|---|
| COMPANY: | Windmiller Properties, LLC<br>279 W. Hidden Creek Pkwy, Suite 1301<br>Burleson, Texas 76028<br>Attn: Timothy E. Windmiller |
| CITY: | City of Burleson, Texas<br>141 West Renfro<br>Burleson, Texas 76028<br>Attn: Tommy Ludwig, City Manager |
| With a copy to: | Taylor, Olson, Adkins, Sralla & Elam, LLP<br>6000 Western Place, Suite 200<br>Fort Worth, Texas 76107<br>Attn: Dean Roggia |

9.8 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

9.9 Applicable Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Johnson County, Texas.

9.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

9.12 No Joint Venture. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

9.13 Force Majeure. If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of any party under this Agreement.

9.14 Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

9.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

9.16 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to

the City the full amount of all payments made under this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the City.

9.17 City Council Approval. This Agreement is not valid unless first authorized by the City Council.

9.18 Gift to Public Servant. The City may terminate the Agreement immediately if Company has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

9.19 Texas Boycott Prohibitions. Company verifies and certifies that it does not and during the duration of this Agreement will not:

(a) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

(b) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

(c) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;

(d) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

(e) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

9.20 380 Grant Limitations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the grant for this Agreement. Further, City shall not be obligated to pay any lienholder, commercial bank, lender, or similar Person or financial institution for any loan or credit agreement made by Company. None of the obligations of City under this Agreement shall be pledged or otherwise encumbered by Company in favor of any lienholder, commercial bank, lender, or similar Person, or financial institution. The funds granted by the City under this section shall be derived from any source lawfully available to the City under its charter or other law, other than from the proceeds of bonds or other obligations of the municipality payable from ad valorem taxes.

9.21 Ethics Disclosure. Company represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number,

the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Company and the City has not verified such information. The City hereby confirms timely receipt of the Form 1295 from Company pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form.

9.22 No Third-Party Beneficiaries. The City and Company intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, Company or assignees of Company.

9.23 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

[Signatures on Following Page]

[REMAINDER OF PAGE LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective as of the last date below, which is the _____ day of _____, 2025.

**WINDMILLER PROPERTIES, LLC**
a Texas limited liability company

By: _____
Timothy E. Windmiller, President

Date: _____

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

Before me on this day personally appeared Timothy E. Windmiller, the President of Windmiller Properties, LLC, a Texas limited liability company, known to me 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, and in the capacity therein stated.

Given under my hand and seal of office this 25th day of Sept, 2025.

SEAL

Christy Ann Cuesta
My Commission Expires
10/9/2027
Notary ID134597426

_____
Notary Public in and for the State of Texas

My Commission Expires:
10/9/2027

**CITY OF BURLESON, TEXAS**

_____
Tommy Ludwig, City Manager

Date: _____

**ATTEST:**

_____
Amanda Campos, City Secretary

**EXHIBIT A**

The Property

# EXHIBIT B

## Conceptual Design



# City Council Regular Meeting

**DEPARTMENT:** **Capital Engineering**

**FROM:** **Eric Oscarson, Deputy City Manager**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on an amendment to a Guaranteed Maximum Price (GMP) contract (CSO#5871-08-2025) with Byrne Construction Services for Phase 2 of the Police Headquarters Expansion and Remodel in the amount of $30,732,768. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
|  **Dynamic & Preferred City** Through Managed Growth | 2.4 Implement the city's Capital Improvement Program<br>2.5 Develop and maintain facilities and utility services |
|  **Beautiful, Safe, & Vibrant Community** | 3.3 Enhance emergency response services<br>3.4 Ensure public safety equipment and personnel needs are being met<br>3.5 Continue community policing and risk reduction programs |

## SUMMARY:

On May 7, 2022, the Burleson voters approved Proposition B for the public safety facility improvements and construction which included the Police Headquarters Expansion. In January 2023, City Council approved Brinkley Sargent Wiginton as the architect for the design. In June 2023, staff completed an evaluation of Construction Manager at Risk (CMAR)proposals and selected Byrne Construction. Since June 2023, BSW, Byrne, and staff have been working through schematic design, design development, and finally completing construction documents.

CMAR is a project delivery method in the construction industry where the construction manager provides pre-construction services and then acts as the general contractor, delivering the project with a Guaranteed Maximum Price (GMP). GMP is a construction contract that sets a ceiling on the total cost a project owner will pay, regardless of the actual cost incurred by the contractor. This allows us to shift risk off the city and on to the contractor. A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work.

Byrne Construction has been in business since 1923 and headquartered in Fort Worth. They have an annual contract volume of $431M with 105 employees.

The GMP Main Package will include:

- Landscaping and Irrigation
- Perimeter Fencing
- Concrete Sidewalks
- Site Masonry
- Pavement Markings
- IT Cabling and Security
- All Remaining Scope for Construction of Buildings B, C, D and renovation of Building A
- Additional Alternates 1 and 2

The total cost of the main GMP is $30,732,768.

**RECOMMENDATION:**

Approve a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 2 of the Police Headquarters Expansion and Remodel in the amount of $30,732,768.

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

May 7, 2022 – Voters Approved Proposition B

January 2023 – Council Approved Architect to design facility

August 4, 2025 – Council Approved GMP#1

**REFERENCE:**

CSO#571-08-2025

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: $30,732,768
Project Number: FA2301
Account Description: Police Expansion
Procurement Method: CMAR

**STAFF CONTACT:**

Eric Oscarson

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

# Burleson Police Headquarters Expansion Project

City Council
October 20, 2025

# Background

- May 7, 2022 – Burleson voters approved Proposition B for the public safety facility improvements and construction, which included the Police Headquarters Expansion.
- January 2023 – Council approved the selection of Brinkley Sargent Wiginton (BSW) as the architecture firm for the design of the Police Expansion project.
- June 2023 – Staff completed an evaluation of Construction Manager at Risk (CMAR) proposals, completed interviews, and selected Byrne Construction as the CMAR for the project.

# Background

- June 2023 – May 2024 – BSW completed comprehensive reviews of previous studies and schematic design.
- May 2024 – October 2024– BSW completed the design development phase.
- October 2024 – July 2025 – BSW completed construction documents.
- August 2025 – Council approved the initial Guaranteed Maximum Price (GMP) Contract
  - $9,036,361
  - Site Enabling, Earthwork, Site Utilities, Selective Demolition, Concrete, Structural Steel, Plumbing, and Electrical


POLICE
BURLESON POLICE
BURLESON POLICE DEPARTMENT


MILES DR.

# Available Funding

| Bond Issuance Year | Amount |
|---|---|
| FY22 | $1,200,000 |
| FY23 | $2,400,000 |
| FY24 | $4,000,000 |
| FY25 | $7,606,145 |
| FY26 | $13,607,500 |
| FY27 | $16,409,500 |
| Total | $45,233,145 |



# GMP #2

# Construction Manager at Risk (CMAR)

CMAR is a project delivery method in the construction industry where the construction manager provides pre-construction services and then acts as the general contractor, delivering the project with a Guaranteed Maximum Price (GMP).

During pre-construction services, the CMAR acts as a check to ensure that what the architect is designing can be built and within the project budget.

GMP is a construction contract that sets a ceiling on the total cost a project owner will pay, regardless of the actual cost incurred by the contractor.

If the project comes in under budget, the city receives the savings.

This allows us to shift risk off the city and onto the contractor.

# Byrne Construction

**Founded in 1923**
- 102 years of commercial building experience in North Texas

**Headquartered in Fort Worth**
- Byrne also has a full-service office in San Antonio

**$431 Million in Annual Contract Volume**

**105 Employees**

**Veteran-Owned**
- Largest Hispanic-Owned contractor in Texas

**Project Mix:**
- 89% Negotiated (CMAR / DB)
- 11% Competitive Bid

# Bidding Process and Requirements

A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work.

# Multiple GMPs

In certain cases, a project can be divided into multiple GMP packages based on the scope of the work.  This is often due to phasing of the project, long lead time items, project scope and multiple other factors.

The Police Headquarters Project has been split into two GMP packages.

# GMP 1 Early Release Package - $9,036,361

**Site Enabling** – Stormwater pollution protection (SWPPP), tree protection, supplemental layout/survey, SWPPP maintenance for duration of the project

**Earthwork** – Site demolition, mass grading, paving subgrade preparation, building pad preparation

**Site Utilities** – Site storm drain piping, domestic & fire water service, public water line, sanitary sewer service

**Selective Demolition** – Demolition of the canopy at the Municipal Courts Building

**Concrete** – Site Parking Paving

**Structural Steel** – Steel Package for entire project

**Plumbing** – Site natural gas line & temporary water to the construction office trailer

**Electrical**

- Purchase only of generator and automatic transfer switch
- Site underground work to install raceways under paving for site power, lighting, data & security systems

# GMP 2 Main Package

Landscaping and Irrigation

Perimeter Fencing

Concrete Sidewalks

Site Masonry

Pavement Markings

IT Cabling and Security

All Remaining Scope for Construction of Buildings B, C, D and renovation of Building A




# Construction Budget

**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

# Project Expenses

| Budget Item | Costs |
|---|---|
| Testing Services | $37,018 |
| Construction (GMP1&2) | $39,193,242 |
| FFE | $993,467 |
| Professional Services | $3,827,927 |
| Pipe Relocation | $1,200,000 |
| Survey | $15,200 |
| CMAR Pre-Construction Serv. | $15,000 |
| Total | $45,281,854 |
| Overage | **$48,709** |

Current Funding:
$45,233,145

Total Need:
$45,281,854

Overage:
$48,709

# Additional Expenses

**Testing Services**

- UES – $211,975

**Construction**

- Alt 1 – Outdoor Cooking - $26,262
- Alt 2 – Site Canopies - $189,611
- Alt 3 – Replace RTU/Roof - $754,741
- Alt 4 – Clean Duct Work - $127,618
- Earthwork - $360,014

**FFE**

- FFE - $500,000

**Prof. Services**

- BSW Inspection/Design - $146,500

**Pipe Relocation**

- Design Fees - $57,000

**Moving/Relocation**

- $60,000

**Misc. Expenses**

- $65,196

**EDP**

- 40,800

**Owners Representative**

- VMG - $433,672

**Permit Fees**

- $314,457

Base Project Overage - $48,709
Additional Expenses - $3,287,846
Total Funding Needs - $3,336,555

# Available Funding Option

**Projects Savings**

City Hall - $174,000

Street Projects - $260,125

Traffic Projects - $230,350

**Total - $664,475**

**Unallocated Funds**

CIP Cash - $20,000

CIP Bond - $190,000

**Total - $210,000**

**Impact Fee Transfers**

Hulen St. Project - $118,612

Currently Available - $993,087

# Additional Funding Options

- Existing funding is available in the Gas Royalty Fund in the amount of $396,340
- Additionally, staff anticipates earning $1.5M-$2M in interest income annually on bond proceeds over the next two years
- Staff recommends utilizing both these funding sources to address funding shortfalls in this project.
- Utilization of these funds will require appropriations by the City Council.

# Future Council Considerations

- Appropriation of annual interest income and gas royalty funds
- Purchase of FFE
  - $1,493,467
- Construction Amendment
  - New Roof/HVAC – $756,679
  - Cleaning of Existing Duct Work - $127,618

# October 20th Action Items

- Byrne Construction – GMP #2 with Alt 1 & 2 and Earthwork
- Brinkley Sargent Wiginton (BSW) Design Amendment
- United Environmental Services (UES) Material Testing Amendment
- Vidaurri Management Group (VMG) Contract

# Byrne Construction GMP




**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

**Add Alt 1 and 2 Costs**

$215,873

**Additional Soil Work**

$360,014

**Recommended GMP #2**

$30,732,768

**Total Construction Cost**

$39,769,129

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# BSW Amendment

# Amendment approved in March 2025

Design contract is based on 8% of the cost of the project for architectural and engineering services plus supplemental costs such as civil engineering, landscape design, technology consulting, MEP, furniture design, interior design, etc.

| Construction Cost | Design Services | Supplemental | Total Contract | Change |
|---|---|---|---|---|
| $23,232,103 | $1,858,568 | $722,927 | $2,581,495 | - |
| $38,494,306 | $3,079,544 | $748,383 | $3,827,927 | $1,246,432 |

# Additional Services Required

- There is a need for a new roof and HVAC units on the existing Police Headquarters building.
- Roof and HVAC replacement were not included in the original scope of the project.
- Additional investigation and design required to verify the structural capacity of the existing roof to support larger HVAC units.
  - Structural Engineer - $96,500
  - Mechanical Engineer - $25,000
  - Architectural Services - $25,000
- Total Amendment - $146,500
- Total Contract - $3,974,427

# UES Amendment

# United Environmental Services

UES provides specialized engineering, environmental, testing, and inspection services to clients across the United States. They are experts in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies.

The city has utilized UES for environmental and material testing for multiple projects across the city.

# United Environmental Services

**Scope**

Earthwork/Stabilization

Concrete Testing

Pier Inspection

Structural Steel

Storm Shelter

Penetration Testing

# UES Amendment

City staff initiated a contract for Phase 1 of the project administratively in the amount of $20,825.

This amendment is for services for the entire project.

Contract Amendment  - $191,149.50

Total Contract - $211,974.50

# VMG Contract

# Vidaurri Management Group

- Founded in 2016
- Experience in managing public sector projects from design to close out.
- Company experience includes over $2B in construction spanning millions of square feet.
- Recent public project areas include Burleson, Waxahachie, Midlothian, Fort Worth, and Ellis County.
- Assisted in cost savings for the city and recommended changes in both the City Hall and FS1 projects.



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# CMAR vs Owner's Rep.

## CMAR

- Contractor responsible for managing construction and delivering the project at GMP
- Deliver the project on time and within budget
- Reviews and executes change orders within the GMP
- Manages the field work, subcontractors, safety, quality and schedule.

## OWNER'S REP

- Consultant who represents the owner's interest throughout the process
- Ensure the owner's goals are met by managing CMAR and other consultants
- Evaluates change orders for fairness and necessity before owner approval
- Monitors progress, reviews pay apps, ensures compliance, and reports to owner

# VMG

Staff is recommending executing a professional services contract with VMG to represent the city for construction management and coordination services for this project

Contract Cost  - $433,672

# Questions / Discussion

# Recommendation

Approval of a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 2 of the Police Headquarters Expansion and Remodel in the amount of $30,732,768.



# Recommendation

Approval of an amendment to BSW Design Contract for additional design services in the amount of $146,500 for a total contract of $3,974,427.



# Recommendation

Approval of an amendment to UES contract for material testing in the amount of $191,149.50 for a total contract of $211,974.50.



# Recommendation

Approval of a professional services contract with VMG in the amount of $433,672.



# AIA® Document A133® – 2019 Exhibit A

## *Guaranteed Maximum Price Amendment*

This Amendment dated the 8th day of October in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of October in the year 2024 (the "Agreement")
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**
*(Name and address or location)*

Burleson Police Headquarters Renovation and Addition
1161 SW Wilshire Blvd, Burleson, Texas 76028

**THE OWNER:**
*(Name, legal status, and address)*

City of Burleson
141 West Renfro Street
Burleson, Texas 76028-4296

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

Thos. S. Byrne, Inc. dba Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76110

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**


**A.1 GUARANTEED MAXIMUM PRICE**

**A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**


### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty Million, Five Hundred Sixteen Thousand, and Eight Hundred Ninety Five Dollars




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($ 30,516,895 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price**. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
*(Provide itemized statement below or reference an attachment.)*

See attached Exhibit A.1 – Cost Summary.

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**
**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|---|---|
| See attached Exhibit A.2 – Alternates. | |

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|
| See attached Exhibit A.2 – Alternates. | | |

**§ A.1.1.6** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| See attached Exhibit A.3 – Unit Prices. | | |

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
**§ A.2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of execution of this Amendment.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

Date of Commencent will be based on Notice to Proceed date or issuance of building permit, whichever occurs last.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**
**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*


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See attached Exhibit A.4 – Project Schedule.

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|
| Not applicable. | |

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| N/A | | | |

**§ A.3.1.2** The following Specifications:
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

See attached Exhibit A.5 – Contract Documents.

| Section | Title | Date | Pages |
|---|---|---|---|

**§ A.3.1.3** The following Drawings:
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

See attached Exhibit A.5 – Contract Documents.

| Number | Title | Date |
|---|---|---|

**§ A.3.1.4** The Sustainability Plan, if any:
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

| Title | Date | Pages |
|---|---|---|
| N/A | | |

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| See attached Exhibit A.6 – Allowances. | |

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**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
*(Identify each assumption and clarification.)*

See attached Exhibit A.7 – Qualifications & Clarifications.

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

N/A

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
*(List name, discipline, address, and other information.)*

To Be Determined

This Amendment to the Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **CONSTRUCTION MANAGER** *(Signature)* |
| Tommy Ludwig, City Manager | Paul Avila, COO |
| *(Printed name and title)* | *(Printed name and title)* |


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# *Additions and Deletions Report for*

## *AIA® Document A133® – 2019 Exhibit A*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:26:42 ET on 10/09/2025.

**PAGE 1**

This Amendment dated the 8th day of October in the year ~~,~~ 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of October in the year 2024 (the "Agreement")

...

Burleson Police Headquarters Renovation and Addition
1161 SW Wilshire Blvd, Burleson, Texas 76028

...

*(Name, legal status, and address)*

City of Burleson
141 West Renfro Street
Burleson, Texas 76028-4296

...

Thos. S. Byrne, Inc. dba Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76110

...

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty Million, Five Hundred Sixteen Thousand, and Eight Hundred Ninety Five Dollars ($ 30,516,895 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

**PAGE 2**

See attached Exhibit A.1 – Cost Summary.

...

See attached Exhibit A.2 – Alternates.

...

See attached Exhibit A.2 – Alternates.

...

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See attached Exhibit A.3 – Unit Prices.

...

[ X ] Established as follows:

...

Date of Commencent will be based on Notice to Proceed date or issuance of building permit, whichever occurs last.

**PAGE 3**

~~[ – ] Not later than ( ) calendar days from the date of commencement of the Work.~~

~~[ – ] By the following date:~~ See attached Exhibit A.4 – Project Schedule.

...

Not applicable.

...

N/A

...

See attached Exhibit A.5 – Contract Documents.

...

See attached Exhibit A.5 – Contract Documents.

...

N/A

...

See attached Exhibit A.6 – Allowances.

**PAGE 4**

See attached Exhibit A.7 – Qualifications & Clarifications.

...

N/A

...

To Be Determined

...

Eric Oscarson, Deputy City Manager

Paul Avila, COO

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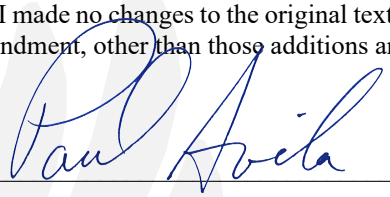
I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:26:42 ET on 10/09/2025 under Order No. 4104247118 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



*(Signed)*

COO

*(Title)*

10.10.2025

*(Dated)*

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**User Notes:** (1969319766)

# Exhibit “A.1”
# Cost Summary

See attached Cost Summary dated October 8, 2025.

BYRNE CONSTRUCTION SERVICES

**A CENTURY OF EXCELLENCE**
551 E. Berry Street
Fort Worth, Texas 76110
(817) 335-3394
Fax (817) 877-5507

# Cost Estimate Summary Sheet

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| Bid Package # | Bid Package Description | | GMP02 Cost | Notes |
|---|---|---|---|---|
| | | | | |
| 010020 | Temporary Construction | | w/ GMP01 | |
| 010030 | Allowances | | $ 150,000 | Mock-up & Post-Bid Add1 |
| 023000 | Demolition | | $ 94,481 | |
| 033000 | Concrete | | $ 2,114,178 | |
| 036500 | Polished & Stained Concrete | | $ 90,342 | |
| 044000 | Masonry | | $ 1,965,259 | |
| 051000 | Structural Steel | | $ 55,556 | |
| 055000 | Ornamental Metals | | $ 74,880 | |
| 061000 | Rough Carpentry | | $ 88,685 | |
| 062000 | Architectural Woodwork | | $ 387,715 | |
| 071000 | Waterproofing & Sealants | | $ 381,467 | |
| 072119 | Spray Insulation | | $ 49,758 | |
| 074100 | Roofing | | $ 1,014,436 | |
| 074200 | Metal Wall Panels & Soffits | | $ 617,057 | |
| 079000 | Fireproofing | | Excluded - N/A | |
| 079100 | Expansion Joint Covers | | w/ Div 07 & 09 | |
| 081000 | Doors, Frames & Hardware | | $ 859,602 | |
| 083300 | Overhead Doors | | $ 142,016 | |
| 084000 | Glass & Glazing | | $ 579,361 | |
| 089100 | Louvers | | w/ Div 23 | |
| 092500 | Drywall & Acoustical | | $ 1,458,449 | |
| 093000 | Tile | | $ 422,430 | |
| 096500 | Flooring | | $ 278,982 | |
| 096560 | Athletic Flooring | | $ 14,195 | |
| 096700 | Fluid-Applied Flooring | | $ 15,880 | |
| 096900 | Access Flooring | | $ 45,830 | |
| 099100 | Painting | | $ 455,071 | |
| 100000 | Specialties | | $ 139,480 | |
| 100010 | Misc. Specialties | | $ 74,291 | |
| 101400 | Signage | | $ 143,573 | |
| 105000 | Storage Systems & Lockers | | $ 665,156 | |
| 106500 | Operable Partitions | | $ 40,550 | |
| 107000 | Exterior Protection | | w/ Glass | |
| 107300 | Canopies | | $ 54,067 | |
| 108100 | Bird Control | | $ 5,380 | |
| 111000 | Vehicle Equipment | | $ 9,285 | |
| 111900 | Detention Equipment | | $ 485,561 | |
| 114000 | Residential Appliances | | $ 105,899 | |
| 115300 | Laboratory Equipment | | $ 135,099 | |
| 116623 | Gym Equipment | | $ 18,339 | |
| 122000 | Window Treatment | | $ 87,280 | |

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# Cost Estimate Summary Sheet

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| Bid Package # | Bid Package Description | | GMP02 Cost | Notes |
|---|---|---|---|---|
| 141000 | Elevators | | $ 255,317 | |
| 210000 | Fire Protection | | $ 441,650 | |
| 220000 | Plumbing | | $ 4,715,546 | |
| 230000 | HVAC | | | |
| 230500 | Testing, Adjusting & Balancing | | $ 68,140 | |
| 260000 | Electrical | | $ 4,974,766 | |
| 270000 | Communications | | $ 400,000 | Allowance |
| 274000 | Audio / Video Systems | | $ 704,819 | |
| 280000 | Security & Access Control | | $ 1,080,000 | Allowance |
| 285020 | Emergency Responder Radio System | | $ 160,000 | Allowance |
| 310000 | Earthwork | | w/ GMP01 | |
| 310001 | Enabling | | w/ GMP01 | |
| 312116 | Soil Injection Treatment (Sidewalks) | | $ 220,680 | |
| 313116 | Termite Treatment | | $ 2,900 | |
| 321410 | Unit Paving | | $ 7,867 | |
| 321720 | Pavement Markings | | $ 27,076 | |
| 323100 | Fencing & Gates | | $ 773,782 | |
| 321813 | Synthetic Grass Surfacing | | $ 112,520 | |
| 329000 | Landscape & Irrigation | | $ 307,971 | |
| 330000 | Site Utilities | | w/ GMP01 | |
| | | | | |
| | **Cost of Work Subtotal** | | **$ 27,572,624** | |
| | Design Completion Factor | 0.00% | $ - | |
| | Market Volatility Contingency | 1.00% | $ 275,726 | |
| | Contractor Contingency | 3.00% | $ 827,179 | |
| | Building Permit | | Excluded | |
| | **Construction Costs Subtotal** | | **$ 28,675,529** | |
| | CGL & Umbrella Insurance | | $ 289,808 | |
| | Builder's Risk | | $ 85,917 | |
| | Payment & Performance Bond | | $ 241,491 | |
| | **Construction Costs & Insurance Subtotal** | | **$ 29,292,745** | |
| | General Conditions & General Requirements | | w/ GMP01 | |
| | **Subtotal** | | **$ 29,292,745** | |
| | Preconstruction Fee | | Via Separate Agreement | |
| | Fee | 2.95% | $ 864,136 | |
| | **Subtotal** | | **$ 30,156,881** | |
| | Uncontrolled Fill Mitigation | | $ 360,014 | Includes Mark-ups |
| | **Total** | | **$ 30,516,895** | |

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# Cost Estimate Summary Sheet

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| Bid Package # | Bid Package Description | | GMP02 Cost | Notes |
|---|---|---|---|---|
| Alternate #1 | Add Outdoor Cooking Area | ADD | $ 26,262 | |
| Alternate #2 | Add Site Canopies | ADD | $ 189,611 | |
| Alternate #3 | Replace RTUs & Roof at Building A | ADD | $ 754,741 | Includes Allowances |
| Alternate #4 | Clean Existing Ductwork at Building A | ADD | $ 127,618 | |
| | | | | |
| | | | GMP02 Cost | |

# Exhibit "A.2"
# Alternates

| Alternate | Description | Value | Expiration Date to avoid Schedule Impact |
|---|---|---|---|
| 1 | Add Outdoor Cooking Area | $26,262 | 11/21/25 |
| 2 | Add Canopies at Outdoor Cooking & Exercise Yard | $189,611 | 11/21/25 |
| 3 | Replace Roof & RTUs at Building A | $754,741 | 4/3/26 |
| 4 | Cleaning of Existing Ductwork to Remain at Building A | $127,618 | 1/15/27 |

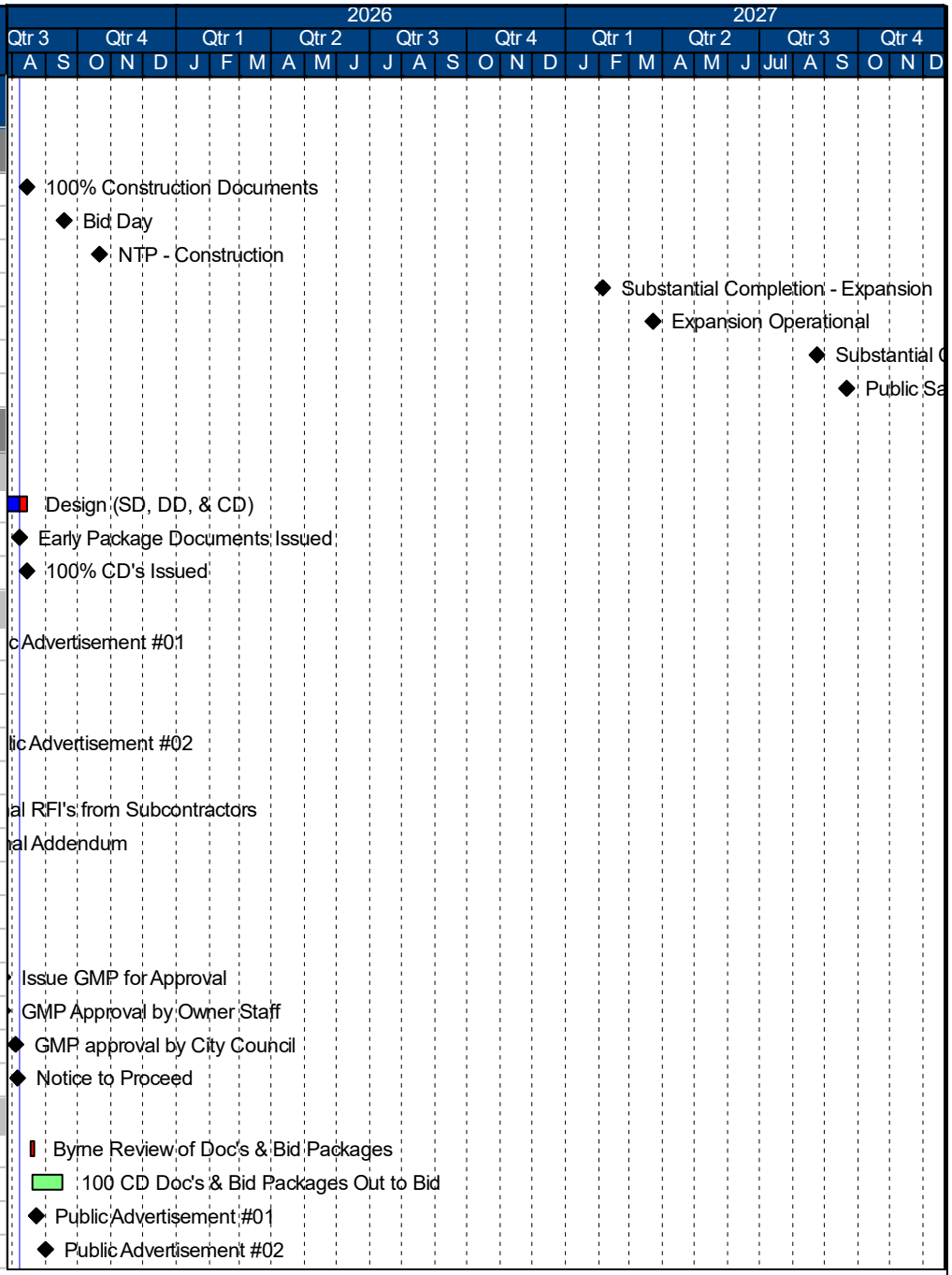
# Exhibit “A.3”
# Unit Prices

| Unit Pricing | | Add | Deduct | Notes |
|---|---|---|---|---|
| 1 | Change per LF for 18" drilled piers | $ 54.73 | $ (15.00) | per linear foot |
| 2 | Change per LF for 24" drilled piers | $ 90.75 | $ (26.50) | per linear foot |
| 3 | Change per LF for 30" drilled piers | $ 120.45 | $ (41.25) | per linear foot |
| 4 | Add casing for 18" drilled piers | $ 47.58 | N/A | per linear foot |
| 5 | Add casing for 24" drilled piers | $ 58.03 | N/A | per linear foot |
| 6 | Add casing for 30" drilled piers | $ 69.03 | N/A | per linear foot |
| 7 | Mobilization cost for temporary casing of piers | $ 7,500 | N/A | per each |

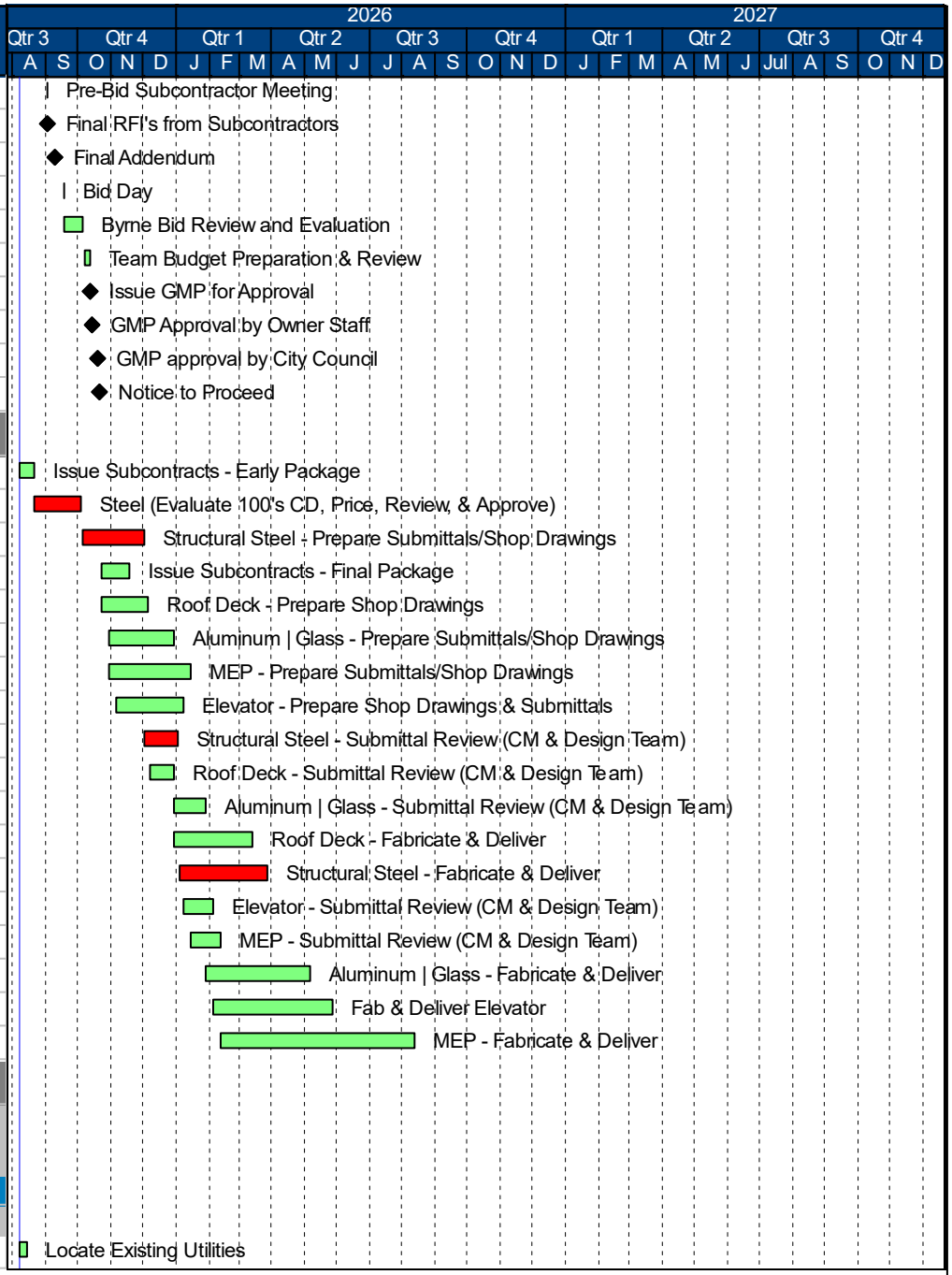
# Exhibit “A.4”
# Project Schedule

See attached Project Schedule with a Data Date of August 8, 2025.

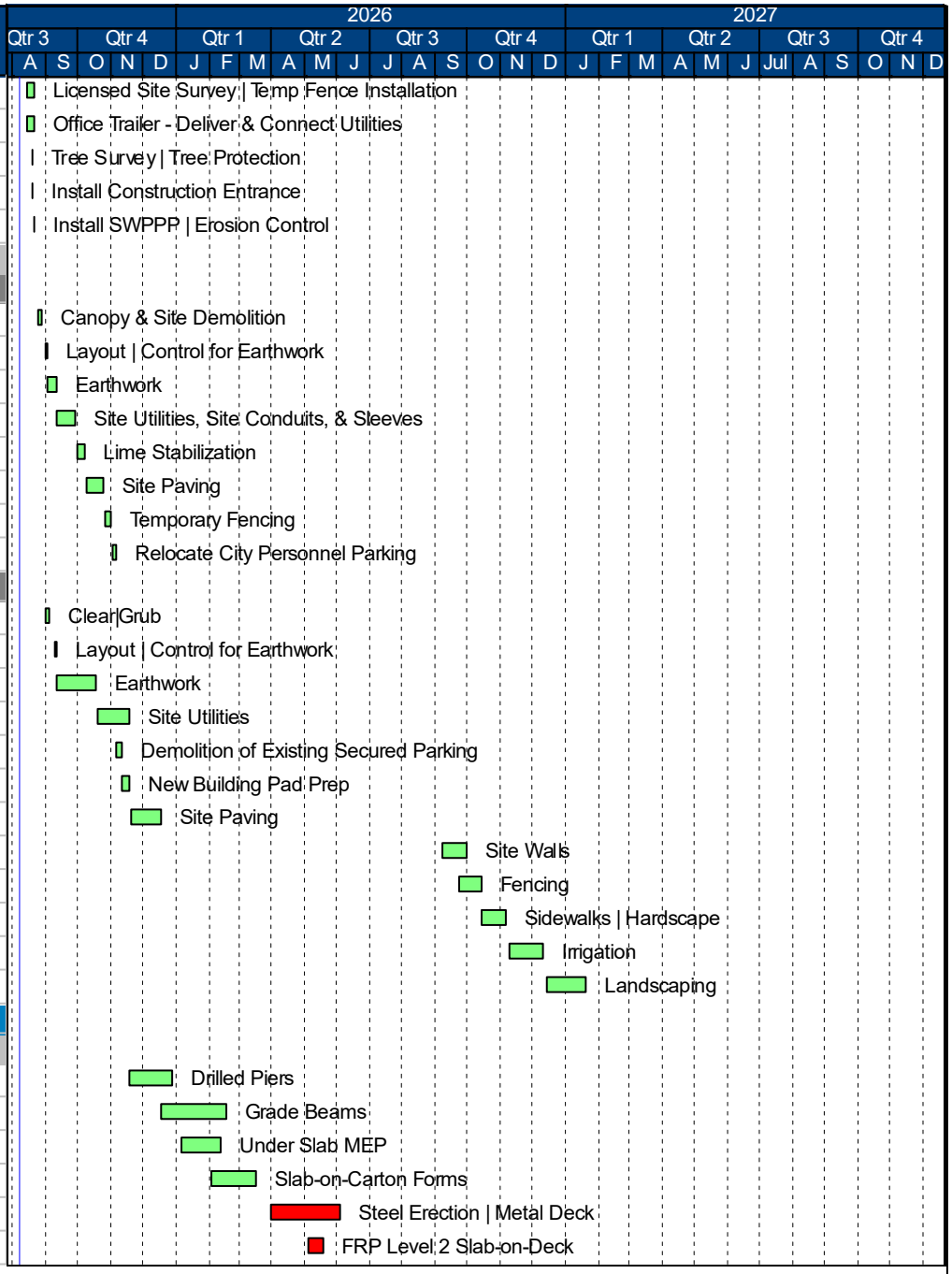
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| **Burleson Police Expansion \| Renovation** | | | |
| **Project Milestones** | | | |
| 100% Construction Documents | 0 | | 15-Aug-25 |
| Bid Day | 0 | | 18-Sep-25 |
| NTP - Construction | 0 | | 22-Oct-25 |
| Substantial Completion - Expansion | 0 | | 05-Feb-27 |
| Expansion Operational | 0 | | 23-Mar-27 |
| Substantial Completion - Renovation | 0 | | 24-Aug-27 |
| Public Safety Campus Operational | 0 | | 21-Sep-27 |
| **Preconstruction** | | | |
| **Design** | | | |
| Design (SD, DD, & CD) | 6 | 18-Nov-24 A | 15-Aug-25 |
| Early Package Documents Issued | 0 | | 08-Aug-25 |
| 100% CD's Issued | 0 | | 15-Aug-25 |
| **Early Package** | | | |
| Public Advertisement #01 | 0 | | 01-Jun-25 A |
| Byrne Review of Doc's & Bid Packages | 0 | 02-Jun-25 A | 04-Jun-25 A |
| Early Package Doc's & Bid Packages Out to Bid | 0 | 05-Jun-25 A | 08-Jul-25 A |
| Public Advertisement #02 | 0 | | 08-Jun-25 A |
| Pre-Bid Subcontractor Meeting | 0 | 17-Jun-25 A | 17-Jun-25 A |
| Final RFI's from Subcontractors | 0 | | 17-Jun-25 A |
| Final Addendum | 0 | | 20-Jun-25 A |
| Bid Day | 0 | 08-Jul-25 A | 08-Jul-25 A |
| Byrne Bid Review and Evaluation | 0 | 09-Jul-25 A | 18-Jul-25 A |
| Team Budget Preparation & Review | 0 | 14-Jul-25 A | 21-Jul-25 A |
| Issue GMP for Approval | 0 | | 22-Jul-25 A |
| GMP Approval by Owner Staff | 0 | | 23-Jul-25 A |
| GMP approval by City Council | 0 | | 04-Aug-25 A |
| Notice to Proceed | 0 | | 05-Aug-25 A |
| **Final Package** | | | |
| Byrne Review of Doc's & Bid Packages | 5 | 18-Aug-25 | 22-Aug-25 |
| 100 CD Doc's & Bid Packages Out to Bid | 20 | 20-Aug-25 | 17-Sep-25 |
| Public Advertisement #01 | 0 | | 24-Aug-25 |
| Public Advertisement #02 | 0 | | 31-Aug-25 |



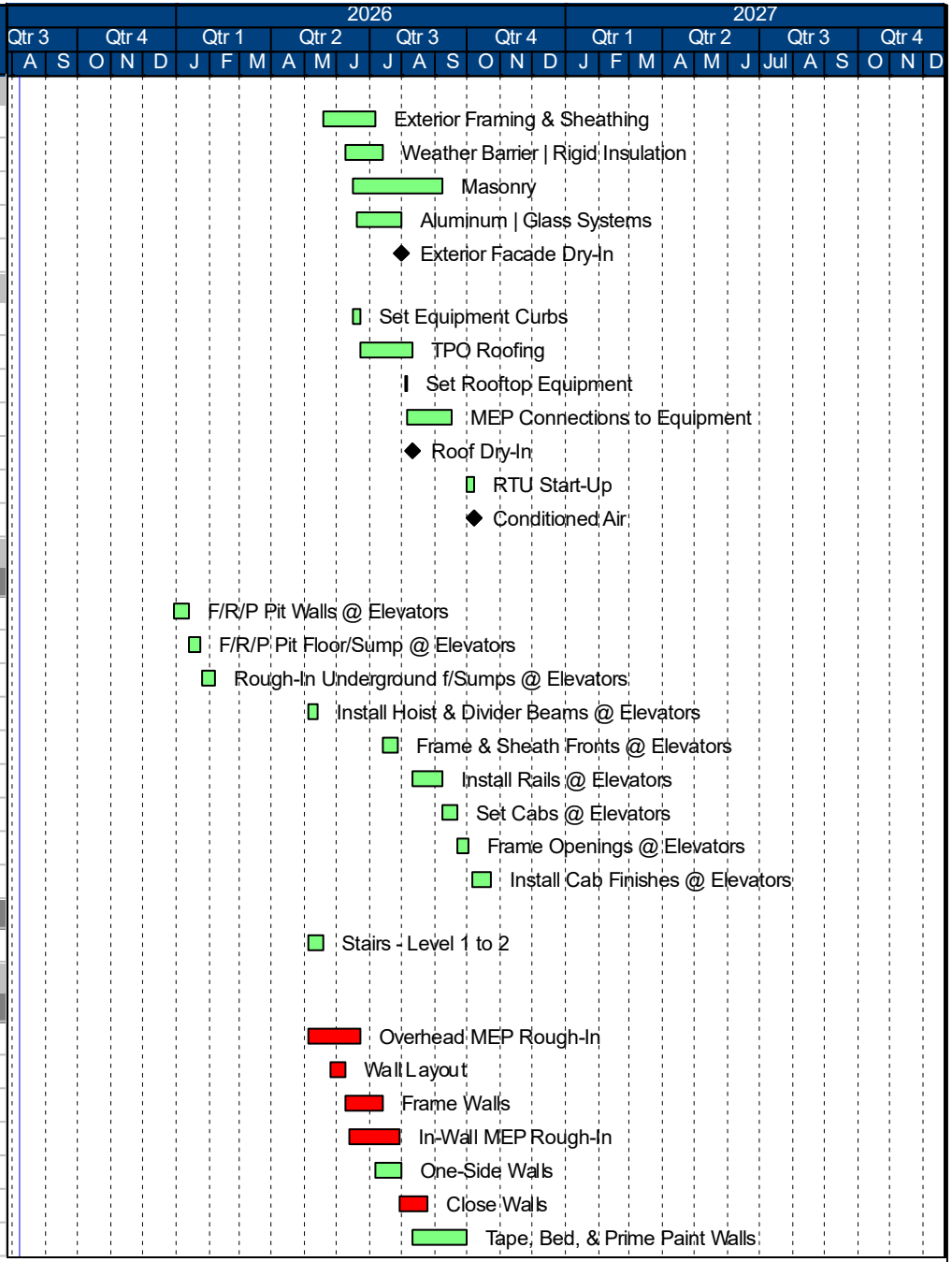
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| Pre-Bid Subcontractor Meeting | 1 | 03-Sep-25 | 03-Sep-25 |
| Final RFI's from Subcontractors | 0 | | 03-Sep-25 |
| Final Addendum | 0 | | 10-Sep-25 |
| Bid Day | 1 | 18-Sep-25 | 18-Sep-25 |
| Byrne Bid Review and Evaluation | 12 | 19-Sep-25 | 06-Oct-25 |
| Team Budget Preparation & Review | 5 | 07-Oct-25 | 13-Oct-25 |
| Issue GMP for Approval | 0 | | 13-Oct-25 |
| GMP Approval by Owner Staff | 0 | | 14-Oct-25 |
| GMP approval by City Council | 0 | | 20-Oct-25 |
| Notice to Proceed | 0 | | 22-Oct-25 |
| **Procurement** | | | |
| Issue Subcontracts - Early Package | 10 | 08-Aug-25 | 21-Aug-25 |
| Steel (Evaluate 100's CD, Price, Review, & Approve) | 30 | 22-Aug-25 | 03-Oct-25 |
| Structural Steel - Prepare Submittals/Shop Drawings | 40 | 06-Oct-25 | 02-Dec-25 |
| Issue Subcontracts - Final Package | 20 | 23-Oct-25 | 19-Nov-25 |
| Roof Deck - Prepare Shop Drawings | 30 | 23-Oct-25 | 05-Dec-25 |
| Aluminum \| Glass - Prepare Submittals/Shop Drawings | 40 | 30-Oct-25 | 30-Dec-25 |
| MEP - Prepare Submittals/Shop Drawings | 50 | 30-Oct-25 | 14-Jan-26 |
| Elevator - Prepare Shop Drawings & Submittals | 40 | 06-Nov-25 | 07-Jan-26 |
| Structural Steel - Submittal Review (CM & Design Team) | 20 | 03-Dec-25 | 02-Jan-26 |
| Roof Deck - Submittal Review (CM & Design Team) | 15 | 08-Dec-25 | 30-Dec-25 |
| Aluminum \| Glass - Submittal Review (CM & Design Team) | 20 | 31-Dec-25 | 28-Jan-26 |
| Roof Deck - Fabricate & Deliver | 52 | 31-Dec-25 | 13-Mar-26 |
| Structural Steel - Fabricate & Deliver | 60 | 05-Jan-26 | 27-Mar-26 |
| Elevator - Submittal Review (CM & Design Team) | 20 | 08-Jan-26 | 04-Feb-26 |
| MEP - Submittal Review (CM & Design Team) | 20 | 15-Jan-26 | 11-Feb-26 |
| Aluminum \| Glass - Fabricate & Deliver | 70 | 29-Jan-26 | 06-May-26 |
| Fab & Deliver Elevator | 80 | 05-Feb-26 | 27-May-26 |
| MEP - Fabricate & Deliver | 130 | 12-Feb-26 | 12-Aug-26 |
| **Construction** | | | |
| **Expansion** | | | |
| **New Police Building** | | | |
| **Early Package** | | | |
| **Mobilization** | | | |
| Locate Existing Utilities | 5 | 08-Aug-25 | 14-Aug-25 |



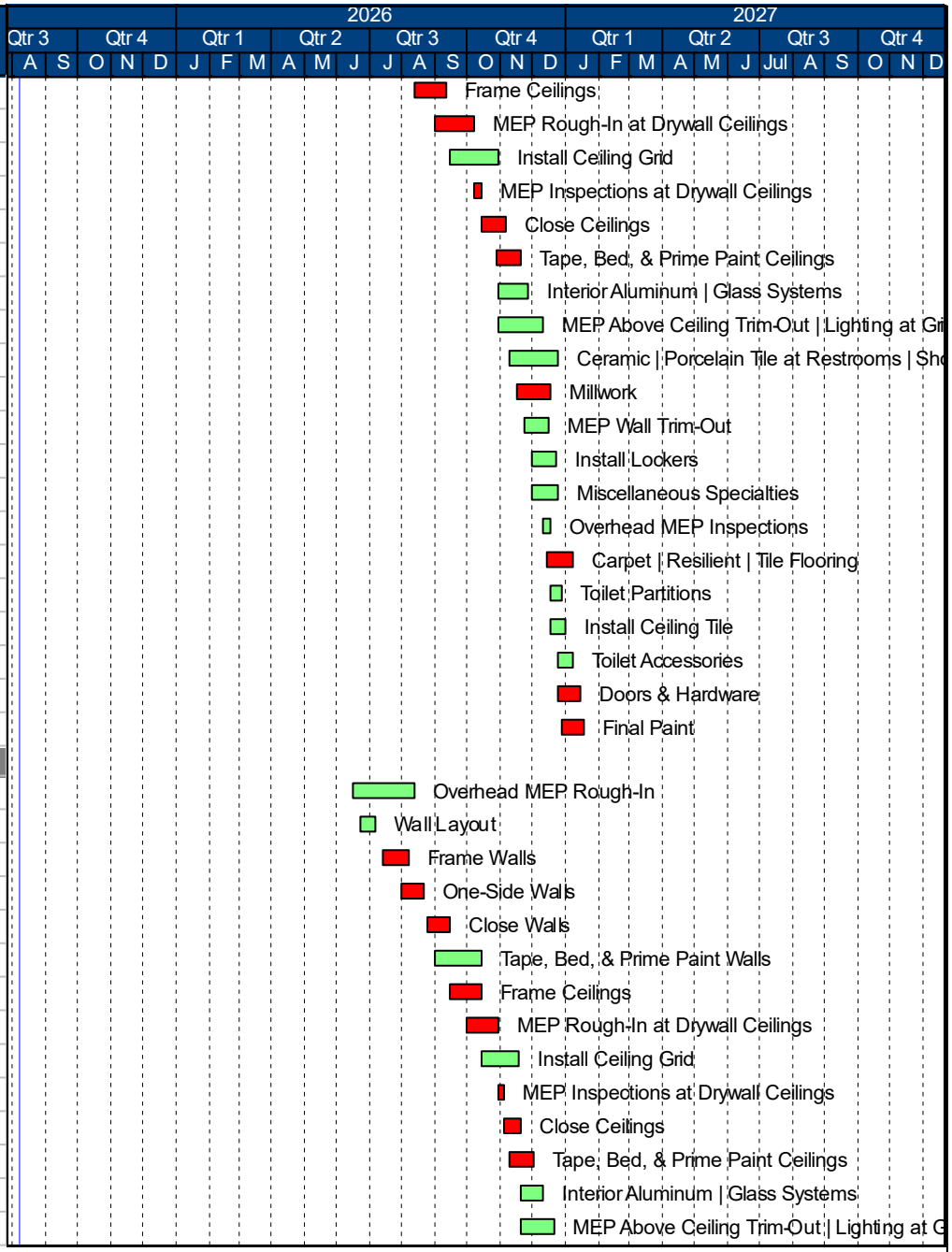
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| Licensed Site Survey \| Temp Fence Installation | 5 | 15-Aug-25 | 21-Aug-25 |
| Office Trailer - Deliver & Connect Utilities | 5 | 15-Aug-25 | 21-Aug-25 |
| Tree Survey \| Tree Protection | 2 | 19-Aug-25 | 20-Aug-25 |
| Install Construction Entrance | 2 | 19-Aug-25 | 20-Aug-25 |
| Install SWPPP \| Erosion Control | 2 | 21-Aug-25 | 22-Aug-25 |
| **Sitework** | | | |
| **Municipal Court Parking Area** | | | |
| Canopy & Site Demolition | 5 | 25-Aug-25 | 29-Aug-25 |
| Layout \| Control for Earthwork | 2 | 01-Sep-25 | 02-Sep-25 |
| Earthwork | 6 | 03-Sep-25 | 11-Sep-25 |
| Site Utilities, Site Conduits, & Sleeves | 12 | 12-Sep-25 | 29-Sep-25 |
| Lime Stabilization | 7 | 30-Sep-25 | 08-Oct-25 |
| Site Paving | 12 | 09-Oct-25 | 24-Oct-25 |
| Temporary Fencing | 5 | 27-Oct-25 | 31-Oct-25 |
| Relocate City Personnel Parking | 4 | 03-Nov-25 | 06-Nov-25 |
| **Remainder of Site** | | | |
| Clear\|Grub | 5 | 01-Sep-25 | 05-Sep-25 |
| Layout \| Control for Earthwork | 3 | 09-Sep-25 | 11-Sep-25 |
| Earthwork | 26 | 12-Sep-25 | 17-Oct-25 |
| Site Utilities | 23 | 20-Oct-25 | 19-Nov-25 |
| Demolition of Existing Secured Parking | 3 | 07-Nov-25 | 11-Nov-25 |
| New Building Pad Prep | 5 | 12-Nov-25 | 18-Nov-25 |
| Site Paving | 19 | 20-Nov-25 | 18-Dec-25 |
| Site Walls | 16 | 08-Sep-26 | 29-Sep-26 |
| Fencing | 15 | 23-Sep-26 | 13-Oct-26 |
| Sidewalks \| Hardscape | 18 | 14-Oct-26 | 06-Nov-26 |
| Irrigation | 25 | 09-Nov-26 | 11-Dec-26 |
| Landscaping | 28 | 14-Dec-26 | 20-Jan-27 |
| **Full Package** | | | |
| **Structure** | | | |
| Drilled Piers | 25 | 19-Nov-25 | 29-Dec-25 |
| Grade Beams | 40 | 19-Dec-25 | 17-Feb-26 |
| Under Slab MEP | 27 | 07-Jan-26 | 12-Feb-26 |
| Slab-on-Carton Forms | 30 | 04-Feb-26 | 17-Mar-26 |
| Steel Erection \| Metal Deck | 48 | 31-Mar-26 | 04-Jun-26 |
| FRP Level 2 Slab-on-Deck | 10 | 05-May-26 | 18-May-26 |



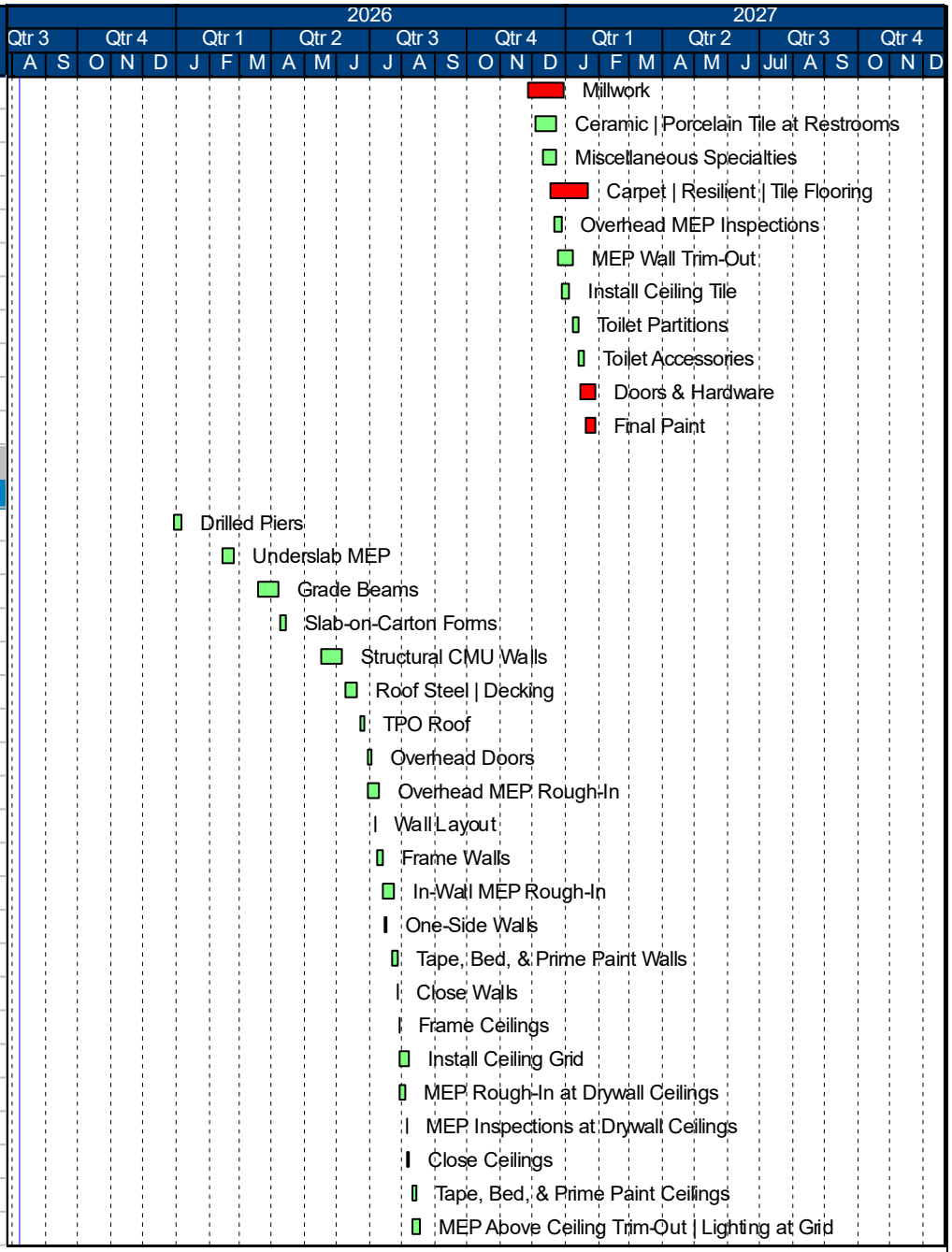
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| **Exterior Facade** | | | |
| Exterior Framing & Sheathing | 35 | 19-May-26 | 06-Jul-26 |
| Weather Barrier \| Rigid Insulation | 25 | 09-Jun-26 | 13-Jul-26 |
| Masonry | 60 | 16-Jun-26 | 07-Sep-26 |
| Aluminum \| Glass Systems | 30 | 19-Jun-26 | 30-Jul-26 |
| Exterior Facade Dry-In | 0 | | 30-Jul-26 |
| **Roof** | | | |
| Set Equipment Curbs | 5 | 16-Jun-26 | 22-Jun-26 |
| TPO Roofing | 35 | 23-Jun-26 | 10-Aug-26 |
| Set Rooftop Equipment | 2 | 04-Aug-26 | 05-Aug-26 |
| MEP Connections to Equipment | 30 | 06-Aug-26 | 16-Sep-26 |
| Roof Dry-In | 0 | | 10-Aug-26 |
| RTU Start-Up | 5 | 01-Oct-26 | 07-Oct-26 |
| Conditioned Air | 0 | | 07-Oct-26 |
| **Vertical Transportation** | | | |
| **Elevators** | | | |
| F/R/P Pit Walls @ Elevators | 10 | 30-Dec-25 | 13-Jan-26 |
| F/R/P Pit Floor/Sump @ Elevators | 8 | 14-Jan-26 | 23-Jan-26 |
| Rough-In Underground f/Sumps @ Elevators | 10 | 26-Jan-26 | 06-Feb-26 |
| Install Hoist & Divider Beams @ Elevators | 8 | 05-May-26 | 14-May-26 |
| Frame & Sheath Fronts @ Elevators | 10 | 14-Jul-26 | 27-Jul-26 |
| Install Rails @ Elevators | 20 | 11-Aug-26 | 07-Sep-26 |
| Set Cabs @ Elevators | 10 | 08-Sep-26 | 21-Sep-26 |
| Frame Openings @ Elevators | 9 | 22-Sep-26 | 02-Oct-26 |
| Install Cab Finishes @ Elevators | 15 | 05-Oct-26 | 23-Oct-26 |
| **Stairs** | | | |
| Stairs - Level 1 to 2 | 10 | 05-May-26 | 18-May-26 |
| **Interior Finishes** | | | |
| **Level 1** | | | |
| Overhead MEP Rough-In | 36 | 05-May-26 | 23-Jun-26 |
| Wall Layout | 10 | 26-May-26 | 08-Jun-26 |
| Frame Walls | 25 | 09-Jun-26 | 13-Jul-26 |
| In-Wall MEP Rough-In | 34 | 12-Jun-26 | 29-Jul-26 |
| One-Side Walls | 18 | 07-Jul-26 | 30-Jul-26 |
| Close Walls | 18 | 30-Jul-26 | 24-Aug-26 |
| Tape, Bed, & Prime Paint Walls | 36 | 11-Aug-26 | 29-Sep-26 |



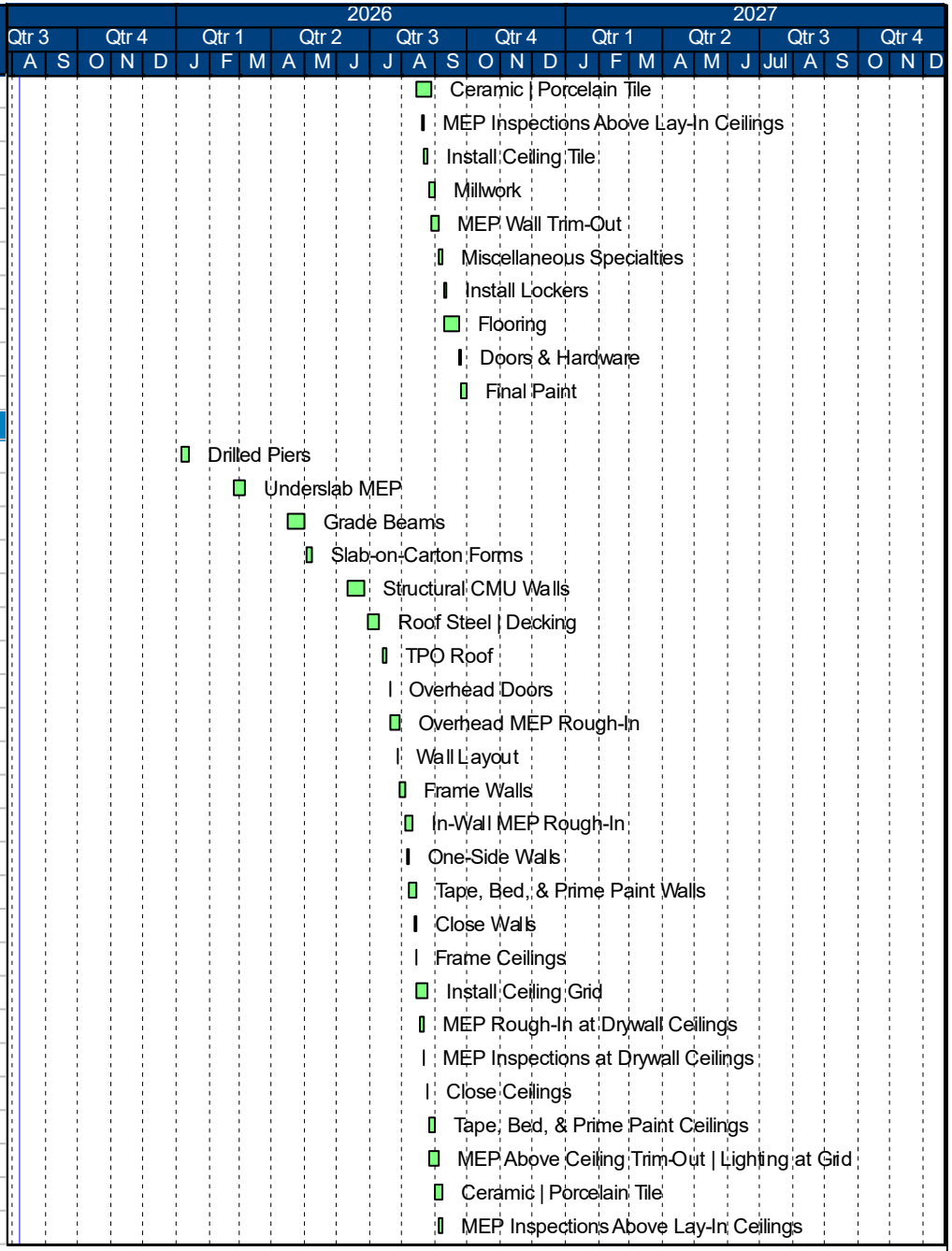
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| Frame Ceilings | 22 | 13-Aug-26 | 11-Sep-26 |
| MEP Rough-In at Drywall Ceilings | 28 | 31-Aug-26 | 07-Oct-26 |
| Install Ceiling Grid | 33 | 15-Sep-26 | 29-Oct-26 |
| MEP Inspections at Drywall Ceilings | 5 | 07-Oct-26 | 13-Oct-26 |
| Close Ceilings | 18 | 14-Oct-26 | 06-Nov-26 |
| Tape, Bed, & Prime Paint Ceilings | 18 | 28-Oct-26 | 20-Nov-26 |
| Interior Aluminum \| Glass Systems | 21 | 30-Oct-26 | 27-Nov-26 |
| MEP Above Ceiling Trim-Out \| Lighting at Grid | 30 | 30-Oct-26 | 10-Dec-26 |
| Ceramic \| Porcelain Tile at Restrooms \| Showers | 35 | 09-Nov-26 | 25-Dec-26 |
| Millwork | 25 | 16-Nov-26 | 18-Dec-26 |
| MEP Wall Trim-Out | 18 | 23-Nov-26 | 16-Dec-26 |
| Install Lockers | 17 | 30-Nov-26 | 22-Dec-26 |
| Miscellaneous Specialties | 20 | 30-Nov-26 | 25-Dec-26 |
| Overhead MEP Inspections | 5 | 11-Dec-26 | 17-Dec-26 |
| Carpet \| Resilient \| Tile Flooring | 20 | 14-Dec-26 | 08-Jan-27 |
| Toilet Partitions | 8 | 17-Dec-26 | 28-Dec-26 |
| Install Ceiling Tile | 10 | 18-Dec-26 | 31-Dec-26 |
| Toilet Accessories | 10 | 25-Dec-26 | 07-Jan-27 |
| Doors & Hardware | 15 | 25-Dec-26 | 14-Jan-27 |
| Final Paint | 15 | 29-Dec-26 | 18-Jan-27 |
| **Level 2** | | | |
| Overhead MEP Rough-In | 42 | 16-Jun-26 | 12-Aug-26 |
| Wall Layout | 10 | 23-Jun-26 | 06-Jul-26 |
| Frame Walls | 18 | 14-Jul-26 | 06-Aug-26 |
| One-Side Walls | 16 | 31-Jul-26 | 21-Aug-26 |
| Close Walls | 16 | 24-Aug-26 | 14-Sep-26 |
| Tape, Bed, & Prime Paint Walls | 32 | 01-Sep-26 | 14-Oct-26 |
| Frame Ceilings | 22 | 15-Sep-26 | 14-Oct-26 |
| MEP Rough-In at Drywall Ceilings | 22 | 01-Oct-26 | 30-Oct-26 |
| Install Ceiling Grid | 25 | 15-Oct-26 | 18-Nov-26 |
| MEP Inspections at Drywall Ceilings | 3 | 30-Oct-26 | 03-Nov-26 |
| Close Ceilings | 12 | 04-Nov-26 | 19-Nov-26 |
| Tape, Bed, & Prime Paint Ceilings | 17 | 10-Nov-26 | 02-Dec-26 |
| Interior Aluminum \| Glass Systems | 16 | 19-Nov-26 | 10-Dec-26 |
| MEP Above Ceiling Trim-Out \| Lighting at Grid | 23 | 19-Nov-26 | 21-Dec-26 |



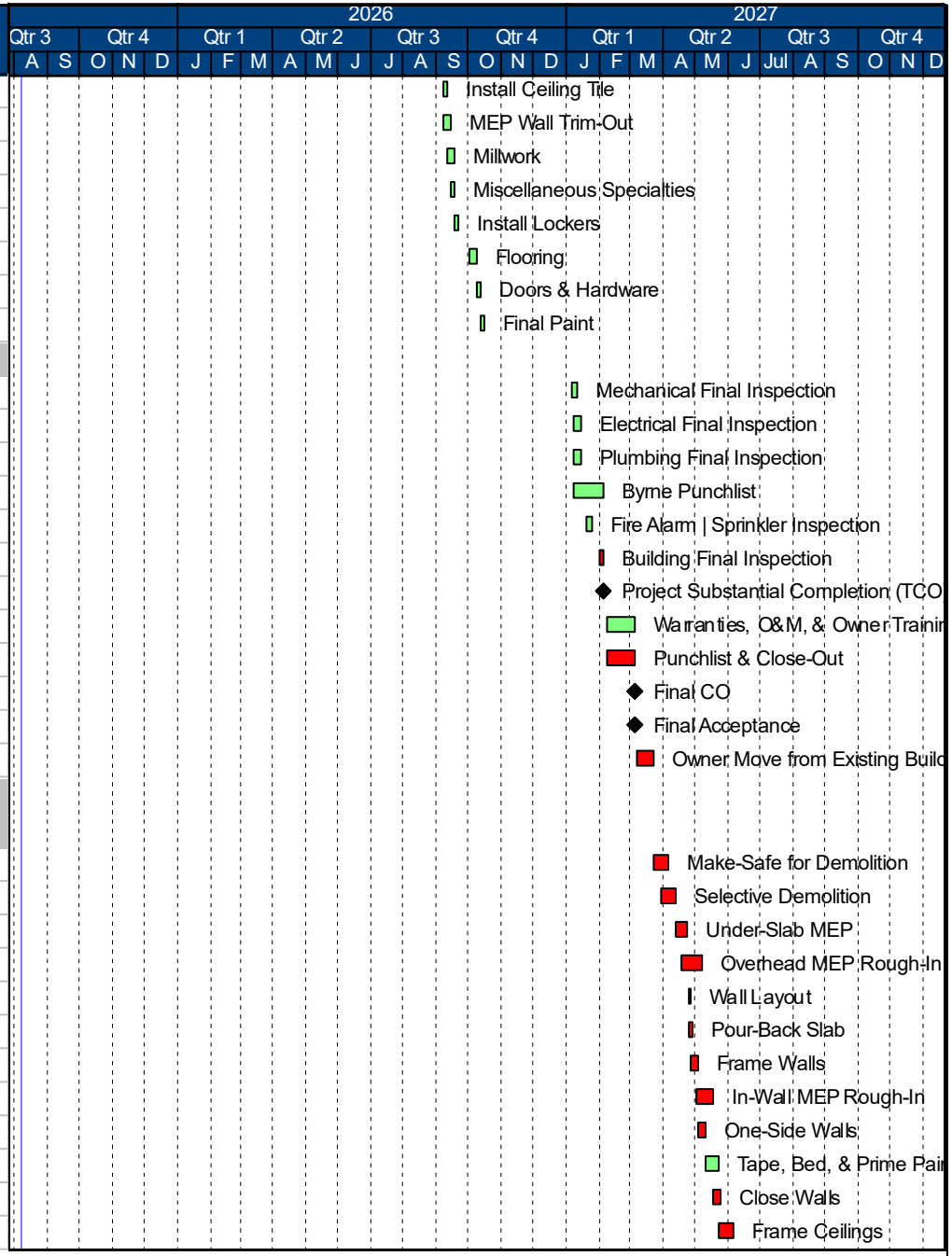
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| Millwork | 25 | 26-Nov-26 | 30-Dec-26 |
| Ceramic \| Porcelain Tile at Restrooms | 15 | 03-Dec-26 | 23-Dec-26 |
| Miscellaneous Specialties | 10 | 10-Dec-26 | 23-Dec-26 |
| Carpet \| Resilient \| Tile Flooring | 25 | 18-Dec-26 | 21-Jan-27 |
| Overhead MEP Inspections | 5 | 22-Dec-26 | 28-Dec-26 |
| MEP Wall Trim-Out | 11 | 24-Dec-26 | 07-Jan-27 |
| Install Ceiling Tile | 5 | 29-Dec-26 | 04-Jan-27 |
| Toilet Partitions | 4 | 08-Jan-27 | 13-Jan-27 |
| Toilet Accessories | 5 | 12-Jan-27 | 18-Jan-27 |
| Doors & Hardware | 10 | 15-Jan-27 | 28-Jan-27 |
| Final Paint | 9 | 19-Jan-27 | 29-Jan-27 |
| **Asset Buildings** | | | |
| **Asset Building 1** | | | |
| Drilled Piers | 5 | 30-Dec-25 | 06-Jan-26 |
| Underslab MEP | 8 | 13-Feb-26 | 24-Feb-26 |
| Grade Beams | 15 | 18-Mar-26 | 07-Apr-26 |
| Slab-on-Carton Forms | 5 | 08-Apr-26 | 14-Apr-26 |
| Structural CMU Walls | 15 | 18-May-26 | 05-Jun-26 |
| Roof Steel \| Decking | 10 | 08-Jun-26 | 19-Jun-26 |
| TPO Roof | 5 | 22-Jun-26 | 26-Jun-26 |
| Overhead Doors | 4 | 29-Jun-26 | 02-Jul-26 |
| Overhead MEP Rough-In | 10 | 29-Jun-26 | 10-Jul-26 |
| Wall Layout | 2 | 06-Jul-26 | 07-Jul-26 |
| Frame Walls | 5 | 08-Jul-26 | 14-Jul-26 |
| In-Wall MEP Rough-In | 10 | 13-Jul-26 | 24-Jul-26 |
| One-Side Walls | 2 | 15-Jul-26 | 16-Jul-26 |
| Tape, Bed, & Prime Paint Walls | 5 | 22-Jul-26 | 28-Jul-26 |
| Close Walls | 2 | 27-Jul-26 | 28-Jul-26 |
| Frame Ceilings | 1 | 29-Jul-26 | 29-Jul-26 |
| Install Ceiling Grid | 8 | 29-Jul-26 | 07-Aug-26 |
| MEP Rough-In at Drywall Ceilings | 4 | 30-Jul-26 | 04-Aug-26 |
| MEP Inspections at Drywall Ceilings | 1 | 05-Aug-26 | 05-Aug-26 |
| Close Ceilings | 2 | 06-Aug-26 | 07-Aug-26 |
| Tape, Bed, & Prime Paint Ceilings | 4 | 10-Aug-26 | 13-Aug-26 |
| MEP Above Ceiling Trim-Out \| Lighting at Grid | 7 | 10-Aug-26 | 18-Aug-26 |



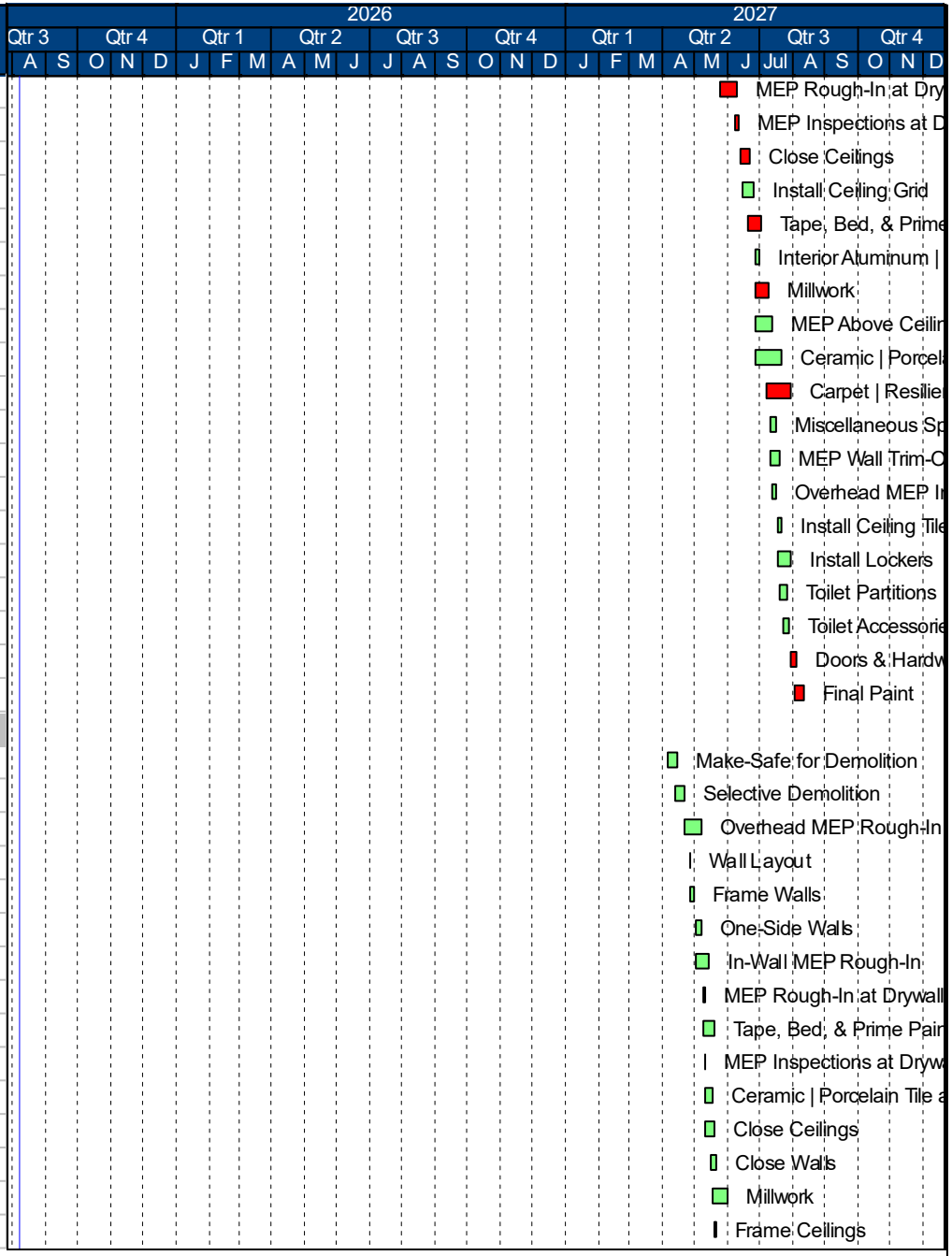
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| Ceramic \| Porcelain Tile | 10 | 14-Aug-26 | 27-Aug-26 |
| MEP Inspections Above Lay-In Ceilings | 2 | 19-Aug-26 | 20-Aug-26 |
| Install Ceiling Tile | 3 | 21-Aug-26 | 25-Aug-26 |
| Millwork | 5 | 26-Aug-26 | 01-Sep-26 |
| MEP Wall Trim-Out | 5 | 28-Aug-26 | 03-Sep-26 |
| Miscellaneous Specialties | 3 | 04-Sep-26 | 08-Sep-26 |
| Install Lockers | 2 | 09-Sep-26 | 10-Sep-26 |
| Flooring | 10 | 09-Sep-26 | 22-Sep-26 |
| Doors & Hardware | 2 | 23-Sep-26 | 24-Sep-26 |
| Final Paint | 4 | 25-Sep-26 | 30-Sep-26 |
| **Asset Building 2** | | | |
| Drilled Piers | 5 | 07-Jan-26 | 13-Jan-26 |
| Underslab MEP | 8 | 25-Feb-26 | 06-Mar-26 |
| Grade Beams | 13 | 15-Apr-26 | 01-May-26 |
| Slab-on-Carton Forms | 5 | 04-May-26 | 08-May-26 |
| Structural CMU Walls | 12 | 11-Jun-26 | 26-Jun-26 |
| Roof Steel \| Decking | 10 | 29-Jun-26 | 10-Jul-26 |
| TPO Roof | 5 | 13-Jul-26 | 17-Jul-26 |
| Overhead Doors | 2 | 20-Jul-26 | 21-Jul-26 |
| Overhead MEP Rough-In | 8 | 20-Jul-26 | 29-Jul-26 |
| Wall Layout | 2 | 27-Jul-26 | 28-Jul-26 |
| Frame Walls | 5 | 29-Jul-26 | 04-Aug-26 |
| In-Wall MEP Rough-In | 7 | 03-Aug-26 | 11-Aug-26 |
| One-Side Walls | 2 | 05-Aug-26 | 06-Aug-26 |
| Tape, Bed, & Prime Paint Walls | 5 | 07-Aug-26 | 13-Aug-26 |
| Close Walls | 2 | 12-Aug-26 | 13-Aug-26 |
| Frame Ceilings | 1 | 14-Aug-26 | 14-Aug-26 |
| Install Ceiling Grid | 8 | 14-Aug-26 | 25-Aug-26 |
| MEP Rough-In at Drywall Ceilings | 4 | 17-Aug-26 | 20-Aug-26 |
| MEP Inspections at Drywall Ceilings | 1 | 21-Aug-26 | 21-Aug-26 |
| Close Ceilings | 2 | 24-Aug-26 | 25-Aug-26 |
| Tape, Bed, & Prime Paint Ceilings | 4 | 26-Aug-26 | 31-Aug-26 |
| MEP Above Ceiling Trim-Out \| Lighting at Grid | 7 | 26-Aug-26 | 03-Sep-26 |
| Ceramic \| Porcelain Tile | 5 | 01-Sep-26 | 07-Sep-26 |
| MEP Inspections Above Lay-In Ceilings | 2 | 04-Sep-26 | 07-Sep-26 |



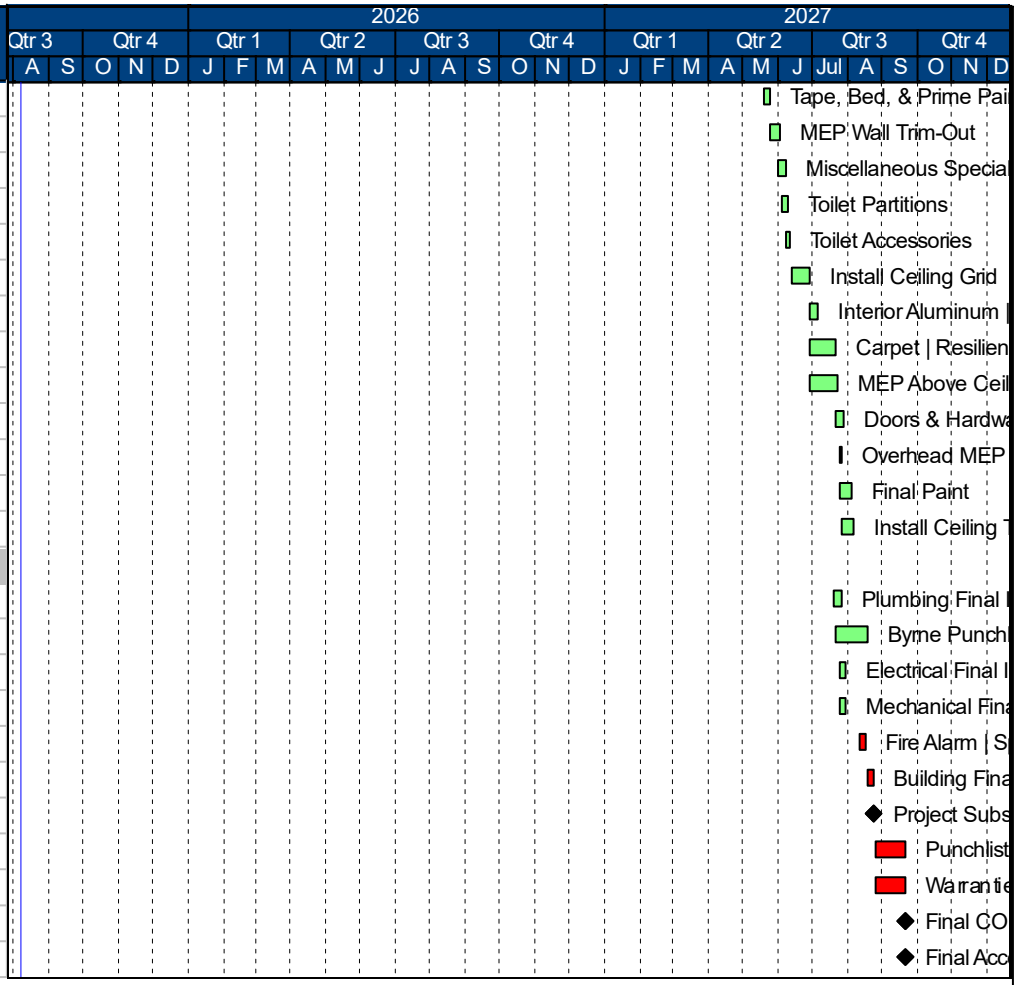
| Activity Name | RD | Start | Finish |
|---|---|---|---|
| Install Ceiling Tile | 3 | 08-Sep-26 | 10-Sep-26 |
| MEP Wall Trim-Out | 5 | 08-Sep-26 | 14-Sep-26 |
| Millwork | 5 | 11-Sep-26 | 17-Sep-26 |
| Miscellaneous Specialties | 3 | 15-Sep-26 | 17-Sep-26 |
| Install Lockers | 2 | 18-Sep-26 | 21-Sep-26 |
| Flooring | 5 | 02-Oct-26 | 08-Oct-26 |
| Doors & Hardware | 2 | 09-Oct-26 | 12-Oct-26 |
| Final Paint | 4 | 13-Oct-26 | 16-Oct-26 |
| **Final Inspections & Closeout** | | | |
| Mechanical Final Inspection | 5 | 05-Jan-27 | 11-Jan-27 |
| Electrical Final Inspection | 5 | 08-Jan-27 | 14-Jan-27 |
| Plumbing Final Inspection | 5 | 08-Jan-27 | 14-Jan-27 |
| Byrne Punchlist | 20 | 08-Jan-27 | 04-Feb-27 |
| Fire Alarm \| Sprinkler Inspection | 5 | 19-Jan-27 | 25-Jan-27 |
| Building Final Inspection | 5 | 01-Feb-27 | 05-Feb-27 |
| Project Substantial Completion (TCO) | 0 | | 05-Feb-27 |
| Warranties, O&M, & Owner Training | 20 | 08-Feb-27 | 05-Mar-27 |
| Punchlist & Close-Out | 20 | 08-Feb-27 | 05-Mar-27 |
| Final CO | 0 | | 05-Mar-27 |
| Final Acceptance | 0 | | 05-Mar-27 |
| Owner Move from Existing Building | 12 | 08-Mar-27 | 23-Mar-27 |
| **Renovation** | | | |
| **Level 1** | | | |
| Make-Safe for Demolition | 10 | 24-Mar-27 | 06-Apr-27 |
| Selective Demolition | 10 | 31-Mar-27 | 13-Apr-27 |
| Under-Slab MEP | 8 | 14-Apr-27 | 23-Apr-27 |
| Overhead MEP Rough-In | 15 | 19-Apr-27 | 07-May-27 |
| Wall Layout | 2 | 26-Apr-27 | 27-Apr-27 |
| Pour-Back Slab | 4 | 26-Apr-27 | 29-Apr-27 |
| Frame Walls | 5 | 28-Apr-27 | 04-May-27 |
| In-Wall MEP Rough-In | 12 | 03-May-27 | 18-May-27 |
| One-Side Walls | 5 | 05-May-27 | 11-May-27 |
| Tape, Bed, & Prime Paint Walls | 9 | 12-May-27 | 24-May-27 |
| Close Walls | 5 | 19-May-27 | 25-May-27 |
| Frame Ceilings | 11 | 24-May-27 | 07-Jun-27 |



| Activity Name | RD | Start | Finish |
|---|---|---|---|
| MEP Rough-In at Drywall Ceilings | 12 | 25-May-27 | 09-Jun-27 |
| MEP Inspections at Drywall Ceilings | 3 | 09-Jun-27 | 11-Jun-27 |
| Close Ceilings | 7 | 14-Jun-27 | 22-Jun-27 |
| Install Ceiling Grid | 8 | 16-Jun-27 | 25-Jun-27 |
| Tape, Bed, & Prime Paint Ceilings | 10 | 21-Jun-27 | 02-Jul-27 |
| Interior Aluminum \| Glass Systems | 4 | 28-Jun-27 | 01-Jul-27 |
| Millwork | 10 | 28-Jun-27 | 09-Jul-27 |
| MEP Above Ceiling Trim-Out \| Lighting at Grid | 12 | 28-Jun-27 | 13-Jul-27 |
| Ceramic \| Porcelain Tile at Restrooms \| Showers | 18 | 28-Jun-27 | 21-Jul-27 |
| Carpet \| Resilient \| Tile Flooring | 17 | 08-Jul-27 | 30-Jul-27 |
| Miscellaneous Specialties | 5 | 12-Jul-27 | 16-Jul-27 |
| MEP Wall Trim-Out | 7 | 12-Jul-27 | 20-Jul-27 |
| Overhead MEP Inspections | 3 | 14-Jul-27 | 16-Jul-27 |
| Install Ceiling Tile | 4 | 19-Jul-27 | 22-Jul-27 |
| Install Lockers | 10 | 19-Jul-27 | 30-Jul-27 |
| Toilet Partitions | 4 | 21-Jul-27 | 26-Jul-27 |
| Toilet Accessories | 4 | 23-Jul-27 | 28-Jul-27 |
| Doors & Hardware | 5 | 30-Jul-27 | 05-Aug-27 |
| Final Paint | 8 | 03-Aug-27 | 12-Aug-27 |
| **Level 2** | | | |
| Make-Safe for Demolition | 7 | 07-Apr-27 | 15-Apr-27 |
| Selective Demolition | 6 | 14-Apr-27 | 21-Apr-27 |
| Overhead MEP Rough-In | 12 | 22-Apr-27 | 07-May-27 |
| Wall Layout | 1 | 27-Apr-27 | 27-Apr-27 |
| Frame Walls | 3 | 28-Apr-27 | 30-Apr-27 |
| One-Side Walls | 5 | 03-May-27 | 07-May-27 |
| In-Wall MEP Rough-In | 10 | 03-May-27 | 14-May-27 |
| MEP Rough-In at Drywall Ceilings | 2 | 10-May-27 | 11-May-27 |
| Tape, Bed, & Prime Paint Walls | 9 | 10-May-27 | 20-May-27 |
| MEP Inspections at Drywall Ceilings | 1 | 11-May-27 | 11-May-27 |
| Ceramic \| Porcelain Tile at Restrooms | 5 | 12-May-27 | 18-May-27 |
| Close Ceilings | 7 | 12-May-27 | 20-May-27 |
| Close Walls | 5 | 17-May-27 | 21-May-27 |
| Millwork | 10 | 19-May-27 | 01-Jun-27 |
| Frame Ceilings | 2 | 20-May-27 | 21-May-27 |



| Activity Name | RD | Start | Finish |
|---|---|---|---|
| Tape, Bed, & Prime Paint Ceilings | 3 | 21-May-27 | 25-May-27 |
| MEP Wall Trim-Out | 7 | 26-May-27 | 03-Jun-27 |
| Miscellaneous Specialties | 5 | 02-Jun-27 | 08-Jun-27 |
| Toilet Partitions | 4 | 04-Jun-27 | 09-Jun-27 |
| Toilet Accessories | 4 | 08-Jun-27 | 11-Jun-27 |
| Install Ceiling Grid | 12 | 14-Jun-27 | 29-Jun-27 |
| Interior Aluminum \| Glass Systems | 4 | 30-Jun-27 | 05-Jul-27 |
| Carpet \| Resilient \| Tile Flooring | 17 | 30-Jun-27 | 22-Jul-27 |
| MEP Above Ceiling Trim-Out \| Lighting at Grid | 18 | 30-Jun-27 | 23-Jul-27 |
| Doors & Hardware | 5 | 22-Jul-27 | 28-Jul-27 |
| Overhead MEP Inspections | 2 | 26-Jul-27 | 27-Jul-27 |
| Final Paint | 8 | 26-Jul-27 | 04-Aug-27 |
| Install Ceiling Tile | 8 | 28-Jul-27 | 06-Aug-27 |
| **Final Inspections & Closeout** | | | |
| Plumbing Final Inspection | 5 | 21-Jul-27 | 27-Jul-27 |
| Byrne Punchlist | 20 | 22-Jul-27 | 18-Aug-27 |
| Electrical Final Inspection | 5 | 26-Jul-27 | 30-Jul-27 |
| Mechanical Final Inspection | 5 | 26-Jul-27 | 30-Jul-27 |
| Fire Alarm \| Sprinkler Inspection | 5 | 11-Aug-27 | 17-Aug-27 |
| Building Final Inspection | 5 | 18-Aug-27 | 24-Aug-27 |
| Project Substantial Completion (TCO) | 0 | | 24-Aug-27 |
| Punchlist & Close-Out | 20 | 25-Aug-27 | 21-Sep-27 |
| Warranties, O&M, & Owner Training | 20 | 25-Aug-27 | 21-Sep-27 |
| Final CO | 0 | | 21-Sep-27 |
| Final Acceptance | 0 | | 21-Sep-27 |



# Exhibit “A.5”
# Contract Documents

See attached Contract Documents List dated October 8, 2025.

BYRNE CONSTRUCTION SERVICES

**A CENTURY OF EXCELLENCE**
551 E. Berry Street
Fort Worth, Texas 76110
(817) 335-3394
Fax (817) 877-5507

# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| Specifications | | |
|---|---|---|
| Specification Section | Issue Date | Specification Section Title |
| 000107 | 08/15/25 | TITLE PAGE AND PROFESSIONAL SEALS |
| 000110 | 08/15/25 | TABLE OF CONTENTS |
| 003100 | 08/15/25 | AVAILABLE PROJECT INFORMATION |
| 003100 | 08/15/25 | GEOTECHNICAL REPORT |
| 003100 | 08/15/25 | TRANSFORMER PAD |
| 011000 | 08/15/25 | SUMMARY |
| 012300 | 08/15/25 | ALTERNATES |
| 012500 | 08/15/25 | SUBSTITUTION PROCEDURES AND REQUEST FOR SUBSTITUTION FORM |
| 012600 | 08/15/25 | CONTRACT MODIFICATION PROCEDURES |
| 012900 | 08/15/25 | PAYMENT PROCEDURES |
| 013100 | 08/15/25 | PROJECT MANAGEMENT AND COORDINATION |
| 013200 | 08/15/25 | CONSTRUCTION PROGRESS DOCUMENTATION |
| 013233 | 08/15/25 | PHOTOGRAPHIC DOCUMENTATION |
| 013300 | 08/15/25 | SUBMITTAL PROCEDURES |
| 014000 | 08/15/25 | QUALITY REQUIREMENTS |
| 014200 | 08/15/25 | REFERENCES |
| 014433 | 08/15/25 | EXTERIOR WALL MOCK-UP |
| 015000 | 08/15/25 | TEMPORARY FACILITIES AND CONTROLS |
| 015639 | 08/15/25 | TREE PROTECTION |
| 015723 | 08/15/25 | TEMPORARY STORM WATER POLLUTION CONTROL |
| 016100 | 08/15/25 | PRODUCT REQUIREMENTS |
| 017300 | 08/15/25 | EXECUTION |
| 017700 | 08/15/25 | CLOSEOUT PROCEDURES |
| 017823 | 08/15/25 | OPERATION AND MAINTENANCE DATA |
| 017839 | 08/15/25 | PROJECT RECORD DOCUMENTS |
| 017900 | 08/15/25 | DEMONSTRATION AND TRAINING |
| 024119 | 08/15/25 | SELECTIVE DEMOLITION |
| 031113 | 08/15/25 | STRUCTURAL CONCRETE FORMING |
| 031519 | 08/15/25 | CAST-IN ANCHORS AND EMBEDS |
| 032000 | 08/15/25 | CONCRETE REINFORCING |
| 033100 | 08/15/25 | STRUCTURAL CONCRETE |
| 033543 | 08/15/25 | POLISHING CONCRETE FLOORS |
| 036214 | 08/15/25 | GROUTING STEEL BASE PLATES |
| 040526 | 08/15/25 | CLEANING NEW MASONRY |
| 042000 | 08/15/25 | BRICK AND STONE MASONRY VENEER |
| 042200 | 08/15/25 | CONCRETE UNIT MASONRY |
| 044100 | 08/15/25 | STONE BENCH |
| 047200 | 08/15/25 | CAST STONE MASONRY |
| 051200 | 08/15/25 | STRUCTURAL STEEL FRAMING |
| 052100 | 08/15/25 | STEEL JOIST FRAMING |
| 053113 | 08/15/25 | STEEL COMPOSITE FLOOR DECKING |

BYRNE CONSTRUCTION SERVICES

**A CENTURY OF EXCELLENCE**
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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| 053123 | 08/15/25 | STEEL ROOF DECKING |
| 054100 | 08/15/25 | COLD-FORMED METAL FRAMING |
| 055000 | 08/15/25 | METAL FABRICATIONS |
| 055113 | 08/15/25 | METAL STAIRS |
| 055200 | 08/15/25 | METAL RAILINGS |
| 057303 | 08/15/25 | DECORATIVE METAL RAILINGS |
| 061053 | 08/15/25 | MISCELLANEOUS ROUGH CARPENTRY |
| 061643 | 08/15/25 | GYPSUM WALL SHEATHING |
| 064116 | 08/15/25 | PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS |
| 064216 | 08/15/25 | PLASTIC-LAMINATE-FACED WALL PANELING |
| 068316 | 08/15/25 | GLASS-FIBER REINFORCED PLASTIC PANELS |
| 070150 | 08/15/25 | NEW WORK ON EXISTING ROOF |
| 071326 | 08/15/25 | VERTICAL SHEET WATERPROOFING |
| 071810 | 08/15/25 | BALCONY FLOOR COATINGS |
| 072100 | 08/15/25 | THERMAL INSULATION |
| 072110 | 08/15/25 | CONTINUOUS THERMAL INSULATION |
| 072617 | 08/15/25 | BELOW SLAB VAPOR BARRIER |
| 072726 | 08/15/25 | FLUID-APPLIED MEMBRANE AIR BARRIERS |
| 074213 | 08/15/25 | FORMED METAL WALL PANELS |
| 074243 | 08/15/25 | COMPOSITE METAL PANELS |
| 075423 | 08/15/25 | THERMOPLASTIC POLYOLEFIN MEMBRANE ROOFING |
| 076200 | 08/15/25 | SHEET METAL FLASHING |
| 077113 | 08/15/25 | SHEET METAL COPINGS |
| 077116 | 08/15/25 | SHEET METAL COUNTERFLASHING |
| 077200 | 08/15/25 | ROOF ACCESSORIES |
| 078413 | 08/15/25 | PENETRATION FIRESTOPPING |
| 078443 | 08/15/25 | FIRE RESISTIVE JOINT SYSTEMS |
| 079200 | 08/15/25 | JOINT SEALANTS |
| 079523 | 08/15/25 | FOAM EXPANSION JOINTS |
| 081113A | 08/15/25 | HOLLOW METAL DOORS AND FRAMES – BUILDING A |
| 081113B | 08/15/25 | HOLLOW METAL DOORS AND FRAMES – BUILDING B |
| 081416 | 08/15/25 | FLUSH WOOD DOORS |
| 083113 | 08/15/25 | ACCESS DOORS |
| 083323 | 08/15/25 | OVERHEAD COILING DOORS |
| 083453B | 08/15/25 | ATTACK RESISTANT DOORS AND FRAMES – BUILDING B |
| 083613 | 08/15/25 | OVERHEAD SECTIONAL DOORS |
| 084213 | 08/15/25 | ALUMINUM-FRAMED ENTRANCES |
| 084313 | 08/15/25 | ALUMINUM-FRAMED STOREFRONT |
| 084333 | 08/15/25 | ALUMINUM-FRAMED INTERIOR STOREFRONT |
| 084413 | 08/15/25 | ALUMINUM-FRAMED CURTAIN WALLS |
| 087100A | 08/15/25 | DOOR HARDWARE – BUILDING A |
| 087100B | 08/15/25 | DOOR HARDWARE – BUILDING B |
| 088000 | 08/15/25 | GLAZING |
| 088300 | 08/15/25 | MIRRORS |

BYRNE CONSTRUCTION SERVICES

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| 090561 | 08/15/25 | MOISTURE VAPOR EMISSION CONTROL |
| 092216 | 08/15/25 | NON-STRUCTURAL METAL FRAMING |
| 092900 | 08/15/25 | GYPSUM BOARD |
| 092920 | 08/15/25 | FINISHING GYPSUM BOARD |
| 093000 | 08/15/25 | TILING |
| 095113 | 08/15/25 | ACOUSTICAL PANEL CEILINGS |
| 095123 | 08/15/25 | ACOUSTICAL TILE CEILINGS |
| 095151 | 08/15/25 | CUBE CEILING SYSTEMS |
| 095450 | 08/15/25 | SECURITY PLANK METAL CEILINGS |
| 095451 | 08/15/25 | METAL CEILING SYSTEMS (SECURITY TYPE) |
| 095476 | 08/15/25 | SUSPENDED LINEAR WOOD CEILINGS |
| 096139 | 08/15/25 | SEALING CONCRETE FLOORS |
| 096513 | 08/15/25 | RESILIENT BASE AND ACCESSORIES |
| 096516 | 08/15/25 | RESILIENT SHEET FLOORING |
| 096519 | 08/15/25 | RESILIENT TILE FLOORING |
| 096536 | 08/15/25 | STATIC DISSIPATIVE RESILIENT TILE FLOORING |
| 096566 | 08/15/25 | RESILIENT ATHLETIC FLOORING |
| 096813 | 08/15/25 | TILE CARPETING |
| 096900 | 08/15/25 | ACCESS FLOORING |
| 097200 | 08/15/25 | WALL COVERINGS |
| 097223 | 08/15/25 | WALL CARPETING |
| 097723 | 08/15/25 | FABRIC-WRAPPED WALL PANELS |
| 099100 | 08/15/25 | PAINTING |
| 099713 | 08/15/25 | EXTERIOR STEEL COATINGS |
| 100000 | 08/15/25 | MISCELLANEOUS SPECIALTIES |
| 101100 | 08/15/25 | VISUAL DISPLAY UNITS |
| 101123 | 08/15/25 | TACKBOARDS |
| 101416 | 08/15/25 | PLAQUES |
| 101423 | 08/15/25 | SIGNAGE |
| 102113 | 08/15/25 | TOILET COMPARTMENT |
| 102239 | 08/15/25 | FOLDING PANEL PARTITIONS |
| 102600 | 08/15/25 | WALL PROTECTION |
| 102800 | 08/15/25 | TOILET AND BATH ACCESSORIES |
| 104413 | 08/15/25 | FIRE PROTECTION CABINETS |
| 104416 | 08/15/25 | FIRE EXTINGUISHERS |
| 105000 | 08/15/25 | LOCKERS |
| 105010 | 08/15/25 | PERSONNEL LOCKERS |
| 105114 | 08/15/25 | EVIDENCE LOCKERS |
| 105121 | 08/15/25 | SWAT LOCKERS |
| 107300 | 08/15/25 | PROTECTIVE COVERS |
| 107516 | 08/15/25 | GROUND-SET FLAGPOLES |
| 108113 | 08/15/25 | BIRD CONTROL |
| 108215 | 08/15/25 | ROOF SCREENS |
| 110000 | 08/15/25 | EQUIPMENT |

BYRNE CONSTRUCTION SERVICES

**A CENTURY OF EXCELLENCE**
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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| 111230 | 08/15/25 | EXTERIOR GATE OPERATOR |
| 111910 | 08/15/25 | SECURITY SCREWS AND FASTENERS |
| 111950 | 08/15/25 | SECURITY ACCESSORIES |
| 111951 | 08/15/25 | DETENTION SURFACE PADDING |
| 116000 | 08/15/25 | EVIDENCE PROCESSING EQUIPMENT |
| 119812 | 08/15/25 | DETENTION DOORS AND FRAMES |
| 119814 | 08/15/25 | DETENTION DOOR HARDWARE |
| 123616 | 08/15/25 | METAL COUNTERTOPS |
| 123619 | 08/15/25 | WOOD COUNTERTOPS |
| 123661 | 08/15/25 | ENGINEERED STONE COUNTERTOPS |
| 123673 | 08/15/25 | EPOXY RESIN COUNTERTOPS |
| 142123 | 08/15/25 | MACHINE-ROOM-LESS ELECTRIC TRACTION ELEVATOR |
| 210500 | 08/15/25 | COMMON WORK RESULTS FOR FIRE SUPPRESSION |
| 210800 | 08/15/25 | COMMISSIONING OF FIRE SUPPRESSION SYSTEM |
| 210900 | 08/15/25 | FIRE SUPPRESSION SYSTEM AUTOMATION AND AUTOMATIC CONTROL |
| 211300 | 08/15/25 | FIRE SUPPRESSION SPRINKLER SYSTEMS |
| 211319 | 08/15/25 | PREACTION SUPPRESSION SYSTEMS |
| 212200 | 08/15/25 | CLEAN AGENT FIRE EXTINGUISHING SYSTEMS |
| 219000 | 08/15/25 | FIRE SUPPRESSION SYSTEM PROJECT CLOSEOUT |
| 220500 | 08/15/25 | COMMON WORK RESULTS FOR PLUMBING |
| 220700 | 08/15/25 | PLUMBING INSULATION |
| 220800 | 08/15/25 | COMMISSIONING OF PLUMBING |
| 220900 | 08/15/25 | PLUMBING AUTOMATION AND AUTOMATIC TEMPERATURE CONTROL |
| 221000 | 08/15/25 | PLUMBING PIPING |
| 221113 | 08/15/25 | FACILITY WATER DISTRIBUTION PIPING |
| 221313 | 08/15/25 | FACILITY SANITARY SEWERS |
| 221413 | 08/15/25 | FACILITY STORM DRAINAGE PIPING |
| 221423 | 08/15/25 | STORM DRAINAGE PIPING SPECIALTIES |
| 221500 | 08/15/25 | COMPRESSED AIR SYSTEM |
| 222123 | 08/15/25 | NATURAL GAS SYSTEMS |
| 223000 | 08/15/25 | PLUMBING EQUIPMENT |
| 224000 | 08/15/25 | PLUMBING FIXTURES |
| 229000 | 08/15/25 | PLUMBING PROJECT CLOSEOUT |
| 230501 | 08/15/25 | MECHANICAL AND ELECTRICAL COORDINATION – 230501 AND 260501 |
| 230502 | 08/15/25 | BASIC MECHANICAL REQUIREMENTS |
| 230503 | 08/15/25 | BASIC MECHANICAL MATERIALS AND METHODS |
| 230513 | 08/15/25 | MOTORS AND STARTERS |
| 230521 | 08/15/25 | PIPE AND PIPE FITTINGS |
| 230522 | 08/15/25 | PIPING ACCESSORIES |
| 230523 | 08/15/25 | VALVES |
| 230529 | 08/15/25 | PIPE SUPPORTS AND ANCHORS |
| 230530 | 08/15/25 | ELECTRONIC SPEED CONTROLLERS |
| 230548 | 08/15/25 | VIBRATION CONTROL |
| 230553 | 08/15/25 | MECHANICAL IDENTIFICATION |

BYRNE CONSTRUCTION SERVICES

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| 230593 | 08/15/25 | TEST-ADJUST-BALANCE |
| 230700 | 08/15/25 | MECHANICAL INSULATION |
| 230800 | 08/15/25 | BUILDING MECHANICAL SYSTEMS COMMISSIONING |
| 230801 | 08/15/25 | COMMISSIONING AGENT REQUIREMENTS |
| 230900 | 08/15/25 | BUILDING AUTOMATION AND AUTOMATIC TEMPERATURE CONTROL |
| 232300 | 08/15/25 | REFRIGERANT PIPING |
| 233113 | 08/15/25 | DUCTWORK |
| 233300 | 08/15/25 | DUCTWORK ACCESSORIES |
| 233400 | 08/15/25 | FANS |
| 233600 | 08/15/25 | AIR TERMINAL UNITS |
| 233700 | 08/15/25 | AIR INLETS AND OUTLETS |
| 234000 | 08/15/25 | AIR CLEANING |
| 235100 | 08/15/25 | FLUE SYSTEMS |
| 237400 | 08/15/25 | PACKAGED ROOFTOP AIR CONDITIONING UNITS |
| 238123 | 08/15/25 | ELECTRONIC ROOM AIR CONDITIONING UNIT |
| 238126 | 08/15/25 | SPLIT SYSTEM AIR CONDITIONERS |
| 238239 | 08/15/25 | HEATING TERMINAL UNITS |
| 239000 | 08/15/25 | PROJECT CLOSEOUT |
| 260500 | 08/15/25 | ELECTRICAL REQUIREMENTS |
| 260503 | 08/15/25 | MANUFACTURERS |
| 260505 | 08/15/25 | ELECTRICAL DEMOLITION AND RELOCATION |
| 260510 | 08/15/25 | TESTING AND CERTIFICATION |
| 260519 | 08/15/25 | ELECTRICAL POWER CONDUCTORS AND CABLES |
| 260526 | 08/15/25 | GROUNDING AND BONDING |
| 260529 | 08/15/25 | HANGERS AND SUPPORTS |
| 260533 | 08/15/25 | RACEWAYS AND BOXES |
| 260539 | 08/15/25 | UNDERFLOOR MANUFACTURED WIRING SYSTEMS |
| 260543 | 08/15/25 | UNDERGROUND DUCTS, RACEWAYS AND BOXES |
| 260549 | 08/15/25 | VIBRATION CONTROLS FOR ELECTRICAL SYSTEMS |
| 260553 | 08/15/25 | IDENTIFICATION |
| 260573 | 08/15/25 | ELECTRICAL STUDIES |
| 260913 | 08/15/25 | ELECTRICAL POWER MONITORING |
| 260943 | 08/15/25 | LIGHTING CONTROL SYSTEM |
| 262213 | 08/15/25 | LOW-VOLTAGE DISTRIBUTION TRANSFORMERS |
| 262413 | 08/15/25 | DISTRIBUTION SWITCHBOARDS |
| 262416 | 08/15/25 | PANELBOARDS |
| 262726 | 08/15/25 | WIRING DEVICES |
| 262729 | 08/15/25 | ELECTRIC VEHICLE CHARGING SYSTEMS |
| 262816 | 08/15/25 | ENCLOSED SWITCHES, FUSES AND CIRCUIT BREAKERS |
| 263213 | 08/15/25 | DIESEL-ENGINE DRIVEN GENERATOR SETS |
| 263323 | 08/15/25 | EMERGENCY LIGHTING INVERTER |
| 263353 | 08/15/25 | STATIC UNINTERRUPTABLE POWER SUPPLY |
| 263623 | 08/15/25 | AUTOMATIC TRANSFER SWITCHES |
| 264113 | 08/15/25 | LIGHTNING PROTECTION FOR BUILDINGS |

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

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| | | |
|---|---|---|
| 264313 | 08/15/25 | SURGE PROTECTIVE DEVICE (SPD) SELENIUM ENHANCED |
| 264314 | 08/15/25 | SURGE PROTECTIVE DEVICE (SPD) |
| 265000 | 08/15/25 | LIGHTING FIXTURES |
| 265613 | 08/15/25 | POLES AND STANDARDS |
| 269000 | 08/15/25 | PROJECT CLOSEOUT |
| 270500 | 08/15/25 | COMMON WORK RESULTS FOR COMMUNICATIONS |
| 270526 | 08/15/25 | TELECOMMUNICATIONS GROUNDING AND BONDING |
| 270533 | 08/15/25 | TELECOMMUNICATIONS RACEWAYS AND BOXES |
| 270543 | 08/15/25 | UNDERGROUND DUCTS, RACEWAYS AND MANHOLES |
| 274100 | 08/15/25 | AUDIO VISUAL SYSTEMS |
| 284600 | 08/15/25 | ADDRESSABLE FIRE ALARM SYSTEM |
| 284610 | 08/15/25 | SMOKE MANAGEMENT – 284610 AND 230903 |
| 285020 | 08/15/25 | EMERGENCY RESPONDER RADIO SYSTEM |
| 311000 | 08/15/25 | SITE CLEARING |
| 312000 | 08/15/25 | EARTH MOVING |
| 313116 | 08/15/25 | TERMITE CONTROL |
| 316329 | 08/15/25 | DRILLED CONCRETE PIERS |
| 321313 | 08/15/25 | CONCRETE PAVING |
| 321373 | 08/15/25 | CONCRETE PAVING JOINT SEALANTS |
| 321542 | 08/15/25 | CRUSHED GRANITE PAVING |
| 321713 | 08/15/25 | PARKING BUMPERS |
| 321723 | 08/15/25 | PAVEMENT MARKINGS |
| 321813 | 08/15/25 | SYNTHETIC GRASS SURFACING |
| 323119 | 08/15/25 | FENCES AND GATES |
| 328001 | 08/15/25 | LANDSCAPE IRRIGATION SYSTEM |
| 328011 | 08/15/25 | IRRIGATION RECORD DOCUMENTS |
| 328021 | 08/15/25 | DRIP IRRIGATION |
| 328401 | 08/15/25 | IRRIGATION SLEEVES |
| 329100 | 08/15/25 | GENERAL PLANTING |
| 329105 | 08/15/25 | PLANT SELECTION |
| 329119 | 08/15/25 | TOPSOIL AND FINISHED GRADING |
| 329223 | 08/15/25 | SOLID SOD |
| 329333 | 08/15/25 | SHRUB AND GROUNDCOVER PLANTING |
| 329343 | 08/15/25 | TREE PLANTING |
| 334200 | 08/15/25 | STORMWATER CONVEYANCE |

**Drawings**

| Sheet Number | Issue Date | Drawing Title |
|---|---|---|
| A-CVR | 08/15/2025 | A-COVER SHEET |
| A-A000 | 08/15/2025 | TEXAS ACCESSIBILITY STANDARDS (TAS) |
| A-A021 | 08/15/2025 | CODE PLAN |
| A-A101 | 08/15/2025 | SITE PLAN |
| A-A200 | 08/15/2025 | LEVEL 1 -DEMOLITION PLAN |
| A-A201 | 08/15/2025 | LEVEL 2 -DEMOLITION PLAN |

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

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| | | |
|---|---|---|
| A-A202 | 08/15/2025 | LEVEL 1 -DEMOLITION PLAN -RCP |
| A-A203 | 08/15/2025 | LEVEL 2 -DEMOLITION PLAN -RCP |
| A-A205 | 08/15/2025 | SLAB EDGE PLAN |
| A-A210 | 08/15/2025 | LEVEL 1 REFERENCE PLAN |
| A-A211 | 08/15/2025 | LEVEL 1 -FLOOR PLAN -WALL TAGS, DIMENSIONS |
| A-A212 | 08/15/2025 | LEVEL 1 -FLOOR PLAN -EQUIPMENT, INTERIOR ELEVATIONS |
| A-A220 | 08/15/2025 | LEVEL 2 REFERENCE PLAN |
| A-A221 | 08/15/2025 | LEVEL 2 - FLOOR PLAN -WALL TAGS DIMENSIONS |
| A-A222 | 08/15/2025 | LEVEL 2 -FLOOR PLAN -EQUIPMENT, INTERIOR ELEVATIONS |
| A-A270 | 08/15/2025 | ENLARGED FLOOR PLANS |
| A-A290 | 08/15/2025 | ROOF PLAN |
| A-A291 | 08/15/2025 | ROOF DETAILS |
| A-A301 | 08/15/2025 | LEVEL 1 -REFLECTED CEILING PLAN |
| A-A302 | 08/15/2025 | LEVEL 2 -REFLECTED CEILING PLAN |
| A-A311 | 08/15/2025 | CEILING DETAILS |
| A-A401 | 08/15/2025 | BUIDING ELEVATIONS |
| A-A501 | 08/15/2025 | BUILDING SECTIONS |
| A-A701 | 08/15/2025 | PARTITION TYPES |
| A-A702 | 08/15/2025 | DOOR SCHEDULE, DOOR TYPES & DOOR DETAILS |
| A-A800 | 08/15/2025 | FINISH SCHEDULE, NOTES & LEGEND |
| A-A811 | 08/15/2025 | LEVEL 1 -FINISH PLAN |
| A-A812 | 08/15/2025 | LEVEL 2 -FINISH PLAN |
| A-A820 | 08/15/2025 | FINISH ELEVATIONS |
| A-A901 | 08/15/2025 | INTERIOR ELEVATIONS |
| A-A902 | 08/15/2025 | INTERIOR ELEVATIONS |
| A-A921 | 08/15/2025 | MILLWORK SECTIONS |
| A-M101 | 08/15/2025 | MECHANICAL LEGEND |
| A-M201 | 08/15/2025 | MECHANICAL GENERAL NOTES |
| A-M301 | 08/15/2025 | MECHANICAL SCHEDULES |
| A-M401 | 08/15/2025 | EXISTING OVERALL -MECHANICALPLAN |
| A-M402 | 08/15/2025 | EXISTING LEVEL 1 -MECHANICALDEMO PLAN |
| A-M403 | 08/15/2025 | EXISTING LEVEL 2 -MECHANICALDEMO PLAN |
| A-M404 | 08/15/2025 | EXISTING LEVEL 3 -MECHANICALROOF DEMO PLAN |
| A-M501 | 08/15/2025 | EXISTING LEVEL 1 -MECHANICALPLAN |
| A-M502 | 08/15/2025 | EXISTING LEVEL 2 -MECHANICALPLAN |
| A-M503 | 08/15/2025 | EXISTING LEVEL 3 -MECHANICALROOF PLAN |
| A-M601 | 08/15/2025 | MECHANICAL DETAILS |
| A-E000 | 08/15/2025 | ELECTRICAL LEGEND |
| A-E001 | 08/15/2025 | ELECTRICAL ONE-LINES EXISTING |
| A-E030 | 08/15/2025 | ELECTRICAL SCHEDULES |
| A-E031 | 08/15/2025 | ELECTRICAL SCHEDULES |
| A-E040 | 08/15/2025 | LIGHTING SCHEDULES |
| A-E041 | 08/15/2025 | LIGHTING CONTROL |
| A-E200 | 08/15/2025 | EXISTING LEVEL 1 -ELECTRICALPLAN |

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| | | |
|---|---|---|
| A-E201 | 08/15/2025 | EXISTING LEVEL 2 -ELECTRICALPLAN |
| A-E202 | 08/15/2025 | EXISTING LEVEL 3 -ELECTRICALROOF PLAN |
| A-E300 | 08/15/2025 | EXISTING LEVEL 1 -LIGHTING RCP |
| A-E301 | 08/15/2025 | EXISTING LEVEL 2 -LIGHTING RCP |
| A-E501 | 08/15/2025 | ELECTRICAL DETAILS |
| A-E502 | 08/15/2025 | ELECTRICAL DETAILS |
| A-ED200 | 08/15/2025 | EXISTING LEVEL 1 -ELECTRICALDEMO PLAN |
| A-ED201 | 08/15/2025 | EXISTING LEVEL 2 -ELECTRICALDEMO PLAN |
| A-ED202 | 08/15/2025 | EXISTING LEVEL 3 -ELECTRICALROOF DEMO PLAN |
| A-ED300 | 08/15/2025 | EXISTING LEVEL 1 -LIGHTINGDEMO PLAN |
| A-ED301 | 08/15/2025 | EXISTING LEVEL 2 -LIGHTINGDEMO PLAN |
| A-EF100 | 08/15/2025 | EXISTING LEVEL 1 - FIRE ALARM REFERENCE PLAN |
| A-EF101 | 08/15/2025 | EXISTING LEVEL 2 - FIRE ALARM REFERENCE PLAN |
| A-P000 | 08/15/2025 | PLUMBING LEGEND |
| A-P001 | 08/15/2025 | PLUMBING SCHEDULES |
| A-P002 | 08/15/2025 | PLUMBING SITE PLAN |
| A-P010 | 08/15/2025 | EXISTING LEVEL 1 -PLUMBINGUNDERGROUNDPLAN |
| A-P100 | 08/15/2025 | EXISTING LEVEL 1 -PLUMBINGPLAN |
| A-P101 | 08/15/2025 | EXISTING LEVEL 2 -PLUMBINGPLAN |
| A-P102 | 08/15/2025 | EXISTING LEVEL 3 -PLUMBINGROOF PLAN |
| A-P200 | 08/15/2025 | ENLARGED PLUMBING PLANS |
| A-P300 | 08/15/2025 | SANITARY AND VENT ISOMETRICS |
| A-P501 | 08/15/2025 | PLUMBING DETAILS |
| A-PD010 | 08/15/2025 | EXISTING LEVEL 1 -PLUMBINGUNDERGROUNDDEMO PLAN |
| A-PD100 | 08/15/2025 | EXISTING LEVEL 1 -PLUMBINGDEMO PLAN |
| A-PD101 | 08/15/2025 | EXISTING LEVEL 2 -PLUMBINGDEMO PLAN |
| A-AV01 | 08/15/2025 | AV LEGEND |
| A-AV02 | 08/15/2025 | AV ONE-LINES |
| A-AV03 | 08/15/2025 | AV ONE-LINES |
| A-AV04 | 08/15/2025 | AV ONE-LINES |
| A-AV07 | 08/15/2025 | AV SCHEDULES |
| A-AV100 | 08/15/2025 | EXISTING LEVEL 1 -AUDIO/VIDEO PLAN |
| A-AV101 | 08/15/2025 | EXISTING LEVEL 2 -AUDIO/VIDEO PLAN |
| A-AV201 | 08/15/2025 | EXISTING LEVEL 2 -AUDIO/VIDEO RCP |
| A-AV800 | 08/15/2025 | AV ENLARGED PLANS |
| A-AV900 | 08/15/2025 | AV DETAILS |
| A-AV901 | 08/15/2025 | AV DETAILS |
| A-T01 | 08/15/2025 | TECHNOLOGY SYMBOL LEGEND |
| A-T02 | 08/15/2025 | TECHNOLOGY ONE LINES |
| A-T03 | 08/15/2025 | TECHNOLOGY SCHEDULES |
| A-T100 | 08/15/2025 | EXISTING LEVEL 1 -TECHNOLOGY PLAN |
| A-T101 | 08/15/2025 | EXISTING LEVEL 2 -TECHNOLOGY PLAN |
| A-T200 | 08/15/2025 | EXISTING LEVEL 1 -TECHNOLOGY RCP |
| A-T201 | 08/15/2025 | EXISTING LEVEL 2 -TECHNOLOGY RCP |

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| | | |
|---|---|---|
| A-T900 | 08/15/2025 | TECHNOLOGY DETAILS |
| B-CVR | 08/15/2025 | B-COVER SHEET |
| B-S101 | 08/15/2026 | GENERAL NOTES |
| B-S102 | 08/15/2027 | GENERAL NOTES |
| B-S103 | 08/15/2028 | GENERAL NOTES -STORMSHELTER |
| B-S104 | 08/15/2029 | GENERAL NOTES -WIND UPLIFT DIAGRAMS |
| B-S200 | 08/15/2025 | OVERALL DIMENSIONAL CONTROL PLAN |
| B-S201 | 08/15/2025 | BUILDING B FOUNDATION PLAN |
| B-S202 | 08/15/2025 | BUILDING B LEVEL 2 FRAMING PLAN |
| B-S203 | 08/15/2025 | BUILDING B ROOF FRAMING PLAN |
| B-S301 | 08/15/2025 | TYPICAL CONCRETE DETAILS |
| B-S302 | 08/15/2025 | CONCRETE DETAILS |
| B-S303 | 08/15/2025 | STORM SHELTER CONCRETE DETAILS |
| B-S401 | 08/15/2025 | TYPICAL CMU DETAILS |
| B-S402 | 08/15/2025 | STORM SHELTER MASONRY WALLS AND DETAILS |
| B-S501 | 08/15/2025 | TYPICAL STEEL DETAILS |
| B-S502 | 08/15/2025 | TYPICAL STEEL DETAILS |
| B-S503 | 08/15/2025 | TYPICAL STEEL DETAILS |
| B-S504 | 08/15/2025 | STEEL DETAILS |
| B-S505 | 08/15/2025 | STEEL DETAILS |
| B-S506 | 08/15/2025 | STEEL DETAILS |
| B-S510 | 08/15/2025 | BRACE FRAME ELEVATIONS |
| B-S511 | 08/15/2025 | BRACE FRAME DETAILS |
| B-A000 | 08/15/2025 | TEXAS ACCESSIBILITY STANDARDS (TAS) |
| B-A021 | 08/15/2025 | CODE PLAN |
| B-A022 | 08/15/2025 | ICC-500 INFORMATION |
| B-A101 | 08/15/2025 | SITE PLAN |
| B-A201 | 08/15/2025 | LEVEL 1 -SLAB EDGE PLAN |
| B-A202 | 08/15/2025 | LEVEL 2 -SLAB EDGE PLAN |
| B-A210 | 08/15/2025 | LEVEL 1 -REFERENCE PLAN |
| B-A211 | 08/15/2025 | LEVEL 1 -FLOOR PLAN -WALL TAGS, DIMENSIONS |
| B-A212 | 08/15/2025 | LEVEL 1 -FLOOR PLAN -EQUIPMENT, INTERIOR ELEVATIONS & DOOR TAGS |
| B-A220 | 08/15/2025 | LEVEL 2 -REFERENCE PLAN |
| B-A221 | 08/15/2025 | LEVEL 2 -FLOOR PLAN -WALL TAGS, DIMENSIONS |
| B-A222 | 08/15/2025 | LEVEL 2 -FLOOR PLAN -EQUIPMENT, INTERIOR ELEVATION & DOOR TAGS |
| B-A270 | 08/15/2025 | ENLARGED FLOOR PLANS |
| B-A280 | 08/15/2025 | STAIR PLANS, SECTIONS & DETAILS |
| B-A281 | 08/15/2025 | STAIR PLANS, SECTIONS & DETAILS |
| B-A282 | 08/15/2025 | ELEVATOR PLANS, SECTIONS & DETAILS |
| B-A290 | 08/15/2025 | ROOF PLAN |
| B-A291 | 08/15/2025 | ROOF DETAILS |
| B-A301 | 08/15/2025 | LEVEL 1 -REFLECTED CEILING PLAN |
| B-A302 | 08/15/2025 | LEVEL 2 -REFLECTED CEILING PLAN |
| B-A311 | 08/15/2025 | CEILING DETAILS |

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# Contract Documents List

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| | | |
|---|---|---|
| B-A400 | 08/15/2025 | 3D AXONOMETRIC VIEWS |
| B-A401 | 08/15/2025 | BUILDING ELEVATIONS |
| B-A402 | 08/15/2025 | BUILDING ELEVATIONS |
| B-A501 | 08/15/2025 | BUILDING SECTIONS |
| B-A502 | 08/15/2025 | BUILDING SECTIONS |
| B-A511 | 08/15/2025 | WALL SECTIONS |
| B-A512 | 08/15/2025 | WALL SECTIONS |
| B-A513 | 08/15/2025 | WALL SECTIONS |
| B-A521 | 08/15/2025 | SECTION DETAILS |
| B-A522 | 08/15/2025 | SECTION DETAILS |
| B-A523 | 08/15/2025 | SECTION DETAILS |
| B-A524 | 08/15/2025 | SECTION DETAILS |
| B-A601 | 08/15/2025 | PLAN DETAILS |
| B-A602 | 08/15/2025 | PLAN DETAILS -EXTERIOR |
| B-A603 | 08/15/2025 | PLAN DETAILS -EXTERIOR |
| B-A701 | 08/15/2025 | PARTITION TYPES |
| B-A702 | 08/15/2025 | DOOR SCHEDULE DOOR TYPES |
| B-A703 | 08/15/2025 | DOOR DETAILS |
| B-A704 | 08/15/2025 | DOOR DETAILS -EXTERIOR |
| B-A705 | 08/15/2025 | DOOR DETAILS -EXTERIOR |
| B-A710 | 08/15/2025 | DETENTION DETAILS |
| B-A711 | 08/15/2025 | DETENTION DETAILS |
| B-A730 | 08/15/2025 | EQUIPMENT SCHEDULE |
| B-A800 | 08/15/2025 | FINISH SCHEDULE, NOTES & LEGEND |
| B-A811 | 08/15/2025 | LEVEL 1 -FINISH PLAN |
| B-A812 | 08/15/2025 | LEVEL 2 - FINISH PLAN |
| B-A901 | 08/15/2025 | INTERIOR ELEVATIONS |
| B-A902 | 08/15/2025 | INTERIOR ELEVATIONS |
| B-A903 | 08/15/2025 | INTERIOR ELEVATIONS |
| B-A904 | 08/15/2025 | INTERIOR ELEVATIONS |
| B-A921 | 08/15/2025 | MILLWORK SECTIONS |
| B-M101 | 08/15/2025 | MECHANICAL LEGEND |
| B-M201 | 08/15/2025 | MECHANICAL GENERAL NOTES |
| B-M301 | 08/15/2025 | MECHANICAL SCHEDULES |
| B-M302 | 08/15/2025 | MECHANICAL SCHEDULES |
| B-M401 | 08/15/2025 | ADDITION OVERALL -MECHANICALPLAN |
| B-M411 | 08/15/2025 | ADDITION LEVEL 1 -MECHANICALPLAN |
| B-M412 | 08/15/2025 | ADDITION LEVEL 2 -MECHANICALPLAN |
| B-M501 | 08/15/2025 | ADDITION -ENLARGEDPLANS |
| B-M601 | 08/15/2025 | MECHANICAL DETAILS |
| B-M602 | 08/15/2025 | MECHANICAL DETAILS |
| B-M603 | 08/15/2025 | MECHANICAL DETAILS |
| B-M604 | 08/15/2025 | MECHANICAL DETAILS |
| B-M701 | 08/15/2025 | MECHANICAL CONTROLS |

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# Contract Documents List

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|---|---|---|
| B-M702 | 08/15/2025 | MECHANICAL CONTROLS |
| B-M703 | 08/15/2025 | MECHANICAL SMOKE CONTROL |
| B-E000 | 08/15/2025 | ELECTRICAL LEGEND |
| B-E001 | 08/15/2025 | ELECTRICAL ONE-LINES |
| B-E030 | 08/15/2025 | ELECTRICAL SCHEDULES |
| B-E031 | 08/15/2025 | ELECTRICAL SCHEDULES |
| B-E032 | 08/15/2025 | ELECTRICAL SCHEDULES |
| B-E040 | 08/15/2025 | LIGHTING SCHEDULES |
| B-E041 | 08/15/2025 | LIGHTING CONTROL |
| B-E200 | 08/15/2025 | ADDITION LEVEL 1 -ELECTRICAL PLAN |
| B-E201 | 08/15/2025 | ADDITION LEVEL 2 -ELECTRICAL PLAN |
| B-E300 | 08/15/2025 | ADDITION LEVEL 1 -LIGHTING RCP |
| B-E301 | 08/15/2025 | ADDITION LEVEL 2 -LIGHTING RCP |
| B-E400 | 08/15/2025 | ELECTRICAL ENLARGED PLAN |
| B-E401 | 08/15/2025 | ELECTRICAL ENLARGED PLAN |
| B-E501 | 08/15/2025 | ELECTRICAL DETAILS |
| B-E502 | 08/15/2025 | ELECTRICAL DETAILS |
| B-E503 | 08/15/2025 | ELECTRICAL DETAILS |
| B-E504 | 08/15/2025 | ELECTRICAL DETAILS |
| B-E505 | 08/15/2025 | LIGHTING DETAILS |
| B-EF100 | 08/15/2025 | ADDITION LEVEL 1 - FIRE ALARM REFERENCE PLAN |
| B-EF101 | 08/15/2025 | ADDITION LEVEL 2 - FIRE ALARM REFERENCE PLAN |
| B-EM100 | 08/15/2025 | ADDITION LEVEL 1 -MECHANICALPOWER PLAN |
| B-EM101 | 08/15/2025 | ADDITION LEVEL 2 -MECHANICALPOWER PLAN |
| B-P000 | 08/15/2025 | PLUMBING LEGEND |
| B-P001 | 08/15/2025 | PLUMBING SCHEDULES |
| B-P002 | 08/15/2025 | PLUMBING SITE PLAN |
| B-P010 | 08/15/2025 | ADDITION LEVEL 1 -PLUMBING UNDERGROUND PLAN |
| B-P100 | 08/15/2025 | ADDITION LEVEL 1 -PLUMBING PLAN |
| B-P102 | 08/15/2025 | ADDITION LEVEL 2 -PLUMBING PLAN |
| B-P103 | 08/15/2025 | ADDITION ROOF PLAN -PLUMBING PLAN |
| B-P200 | 08/15/2025 | PLUMBING ENLARGED PLANS |
| B-P201 | 08/15/2025 | PLUMBING ENLARGED PLANS |
| B-P202 | 08/15/2025 | PLUMBING ENLARGED PLANS |
| B-P300 | 08/15/2025 | SANITARY AND VENT ISOMETRICS |
| B-P301 | 08/15/2025 | SANITARY AND VENT ISOMETRICS |
| B-P302 | 08/15/2025 | SANITARY AND VENT ISOMETRICS |
| B-P501 | 08/15/2025 | PLUMBING DETAILS |
| B-AV01 | 08/15/2025 | AV LEGEND -ADDITION |
| B-AV02 | 08/15/2025 | AV ONE-LINES |
| B-AV03 | 08/15/2025 | AV ONE-LINES |
| B-AV04 | 08/15/2025 | AV ONE-LINES |
| B-AV05 | 08/15/2025 | AV ONE-LINES |
| B-AV06 | 08/15/2025 | AV ONE-LINES |

BYRNE CONSTRUCTION SERVICES

**A CENTURY OF EXCELLENCE**
551 E. Berry Street
Fort Worth, Texas 76110
(817) 335-3394
Fax (817) 877-5507

# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| B-AV07 | 08/15/2025 | AV ONE-LINES |
| B-AV08 | 08/15/2025 | AV SCHEDULES |
| B-AV100 | 08/15/2025 | ADDITION LEVEL 1 -AUDIO/VIDEO PLAN |
| B-AV102 | 08/15/2025 | ADDITION LEVEL 2 -AUDIO/VIDEO PLAN |
| B-AV200 | 08/15/2025 | ADDITION LEVEL 1 -AUDIO/VIDEO RCP |
| B-AV800 | 08/15/2025 | AV ENLARGED PLANS |
| B-AV900 | 08/15/2025 | AV DETAILS |
| B-AV901 | 08/15/2025 | AV DETAILS |
| B-SW100 | 08/15/2025 | ADDITION LEVEL 1 -SECURITY PLAN |
| B-SW101 | 08/15/2025 | ADDITION LEVEL 2 -SECURITY PLAN |
| B-T01 | 08/15/2025 | TECHNOLOGY SYMBOL LEGEND |
| B-T02 | 08/15/2025 | TECHNOLOGY ONE LINES |
| B-T03 | 08/15/2025 | TECHNOLOGY SCHEDULES |
| B-T100 | 08/15/2025 | ADDITION LEVEL 1 -TECHNOLOGY PLAN |
| B-T101 | 08/15/2025 | ADDITION LEVEL 2 -TECHNOLOGY PLAN |
| B-T200 | 08/15/2025 | ADDITION LEVEL 1 -TECHNOLOGY RCP |
| B-T201 | 08/15/2025 | ADDITION LEVEL 2 -TECHNOLOGY RCP |
| B-T800 | 08/15/2025 | TECHNOLOGY ENLARGED PLANS |
| B-T900 | 08/15/2025 | TECHNOLOGY DETAILS |
| B-T901 | 08/15/2025 | TECHNOLOGY DETAILS |
| B-T902 | 08/15/2025 | TECHNOLOGY DETAILS |
| C-CVR | 08/15/2025 | COVER SHEET |
| C-S101 | 08/15/2026 | GENERAL NOTES |
| C-S102 | 08/15/2027 | GENERAL NOTES |
| C-S104 | 08/15/2028 | GENERAL NOTES -WIND UPLIFT DIAGRAMS |
| C-S200 | 08/15/2025 | OVERALL DIMENSIONAL CONTROL PLAN |
| C-S210 | 08/15/2025 | BUILDING C FRAMING PLANS |
| C-S301 | 08/15/2025 | TYPICAL CONCRETE DETAILS |
| C-S401 | 08/15/2025 | TYPICAL CMU DETAILS |
| C-S410 | 08/15/2025 | BUILDING C DETAILS |
| C-S501 | 08/15/2025 | TYPICAL STEEL DETAILS |
| C-S502 | 08/15/2025 | TYPICAL STEEL DETAILS |
| C-A000 | 08/15/2025 | TEXAS ACCESSIBILITY STANDARDS (TAS) |
| C-A021 | 08/15/2025 | CODE PLAN |
| C-A101 | 08/15/2025 | SITE PLAN / SITE DETAILS |
| C-A201 | 08/15/2025 | SLAB EDGE PLAN |
| C-A202 | 08/15/2025 | MEZZANINE -SLAB EDGE PLAN |
| C-A211 | 08/15/2025 | LEVEL 1 -REFERENCE PLAN -EQUIPMENT, INTERIOR ELEVATIONS |
| C-A212 | 08/15/2025 | LEVEL 1 -FLOOR PLAN -WALL TAGS, DIMENSIONS |
| C-A223 | 08/15/2025 | MEZZANINE -REFERENCE PLAN -EQUIPMENT, INTERIOR ELEVATIONS |
| C-A224 | 08/15/2025 | MEZZANINE FLOOR PLAN -WALL TAGS, DIMENSIONS |
| C-A280 | 08/15/2025 | STAIR PLANS SECTIONS & DETAILS |
| C-A290 | 08/15/2025 | ROOF PLAN & DETAILS |
| C-A301 | 08/15/2025 | LEVEL 1 -REFLECTED CEILING PLAN |

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| C-A302 | 08/15/2025 | MEZZANINE -REFLECTED CEILING PLAN |
| C-A401 | 08/15/2025 | BUILDING ELEVATIONS |
| C-A410 | 08/15/2025 | 3D VIEWS |
| C-A501 | 08/15/2025 | BUILDING SECTIONS |
| C-A511 | 08/15/2025 | WALL SECTIONS |
| C-A521 | 08/15/2025 | SECTION DETAILS |
| C-A522 | 08/15/2025 | SECTION DETAILS |
| C-A601 | 08/15/2025 | PLAN DETAILS |
| C-A701 | 08/15/2025 | PARTITION TYPES |
| C-A702 | 08/15/2025 | DOOR SCHEDULE DOOR TYPES |
| C-A703 | 08/15/2025 | DOOR DETAILS |
| C-A800 | 08/15/2025 | FINISH SCHEDULE, NOTES & LEGEND |
| C-A811 | 08/15/2025 | FINISH PLANS |
| C-A901 | 08/15/2025 | INTERIOR ELEVATIONS & MILLWORK SECTIONS |
| C-M101 | 08/15/2025 | MECHANICAL LEGEND |
| C-M201 | 08/15/2025 | MECHANICAL GENERAL NOTES |
| C-M301 | 08/15/2025 | MECHANICAL SCHEDULES |
| C-M401 | 08/15/2025 | ASSET 1 LEVEL 1 -OVERALL MECHANICAL PLAN |
| C-M402 | 08/15/2025 | ASSET 1 LEVEL 2 -OVERALL MECHANICAL PLAN |
| C-M411 | 08/15/2025 | ASSET 1 PLANS -MECHANICAL PLANS |
| C-M501 | 08/15/2025 | MECHANICAL DETAILS |
| C-M502 | 08/15/2025 | MECHANICAL DETAILS |
| C-M601 | 08/15/2025 | MECHANICAL CONTROLS |
| C-E000 | 08/15/2025 | ELECTRICAL LEGEND |
| C-E030 | 08/15/2025 | ELECTRICAL SCHEDULES |
| C-E040 | 08/15/2025 | LIGHTING SCHEDULES |
| C-E041 | 08/15/2025 | LIGHTING CONTROL |
| C-E200 | 08/15/2025 | ASSET 1 -ELEC/LTGPLAN |
| C-E501 | 08/15/2025 | ELECTRICAL DETAILS |
| C-E502 | 08/15/2025 | ELECTRICAL DETAILS |
| C-EF100 | 08/15/2025 | ASSET 1 - FIRE ALARM REFERENCE PLAN |
| C-EM100 | 08/15/2025 | ASSET 1 -MECHANICALPOWER PLAN |
| C-P000 | 08/15/2025 | PLUMBING LEGEND |
| C-P001 | 08/15/2025 | PLUMBING SCHEDULES |
| C-P002 | 08/15/2025 | PLUMBING SITE PLAN |
| C-P100 | 08/15/2025 | ASST 1 LEVEL 1 -PLUMBING PLAN |
| C-P101 | 08/15/2025 | ASST 1 LEVEL 2 -PLUMBING PLAN |
| C-P102 | 08/15/2025 | ASST 1 LEVEL 3 -PLUMBING PLAN |
| C-P200 | 08/15/2025 | ENLARGED PLUMBING PLANS AND ISOMETRIC |
| C-P501 | 08/15/2025 | PLUMBING DETAILS |
| C-AV101 | 08/15/2025 | ASSET 1 LEVEL 2 -AUDIO/VIDEOPLAN |
| C-SW100 | 08/15/2025 | ASST 1 LEVEL 1 - SECURITY PLAN |
| C-T01 | 08/15/2025 | TECHNOLOGY SYMBOL LEGEND |
| C-T02 | 08/15/2025 | TECHNOLOGY ONE LINES |

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| C-T03 | 08/15/2025 | TECHNOLOGY SCHEDULES |
| C-T100 | 08/15/2025 | ASST 1 LEVEL 1 - TECHNOLOGY PLAN |
| C-T101 | 08/15/2025 | ASST 1 LEVEL 2 - TECHNOLOGY PLAN |
| C-T800 | 08/15/2025 | TECHNOLOGY ENLARGED PLANS |
| C-T900 | 08/15/2025 | TECHNOLOGY DETAILS |
| C-T901 | 08/15/2025 | TECHNOLOGY DETAILS |
| D-CVR | 08/15/2025 | COVER SHEET |
| D-S101 | 08/15/2026 | GENERAL NOTES |
| D-S102 | 08/15/2027 | GENERAL NOTES |
| D-S104 | 08/15/2028 | GENERAL NOTES -WIND UPLIFT DIAGRAMS |
| D-S200 | 08/15/2025 | OVERALL DIMENSIONAL CONTROL PLAN |
| D-S220 | 08/15/2025 | BUILDING D FRAMING PLANS |
| D-S301 | 08/15/2025 | TYPICAL CONCRETE DETAILS |
| D-S401 | 08/15/2025 | TYPICAL CMU DETAILS |
| D-S420 | 08/15/2025 | BUILDING D DETAILS |
| D-S501 | 08/15/2025 | TYPICAL STEEL DETAILS |
| D-S502 | 08/15/2025 | TYPICAL STEEL DETAILS |
| D-A000 | 08/15/2025 | TEXAS ACCESSIBILITY STANDARDS (TAS) |
| D-A021 | 08/15/2025 | CODE PLAN |
| D-A101 | 08/15/2025 | SITE PLAN / SITE DETAILS |
| D-A201 | 08/15/2025 | SLAB EDGE PLAN |
| D-A211 | 08/15/2025 | REFERENCE PLAN -WALL TAGS, DIMS, EQUIP, INT. ELEVS |
| D-A290 | 08/15/2025 | ROOF PLAN |
| D-A301 | 08/15/2025 | REFLECTED CEILING PLAN & CEILING DETAILS |
| D-A401 | 08/15/2025 | BUILDING ELEVATIONS |
| D-A410 | 08/15/2025 | 3D VIEW |
| D-A501 | 08/15/2025 | BUILDING SECTIONS |
| D-A511 | 08/15/2025 | WALL SECTIONS |
| D-A521 | 08/15/2025 | SECTION DETAILS |
| D-A522 | 08/15/2025 | SECTION DETAILS |
| D-A601 | 08/15/2025 | PLAN DETAILS |
| D-A701 | 08/15/2025 | PARTITION TYPES |
| D-A702 | 08/15/2025 | DOOR SCHEDULE DOOR TYPES |
| D-A703 | 08/15/2025 | DOOR DETAILS |
| D-A800 | 08/15/2025 | FINISH PLAN, FINISH SCHEDULE, NOTES & LEGEND |
| D-A901 | 08/15/2025 | INTERIOR ELEVATIONS & MILLWORK SECTIONS |
| D-M101 | 08/15/2025 | MECHANICAL LEGEND |
| D-M201 | 08/15/2025 | MECHANICAL GENERAL NOTES |
| D-M301 | 08/15/2025 | MECHANICAL SCHEDULES |
| D-M401 | 08/15/2025 | ASSET 2 OVERALL -MECHANICALPLAN |
| D-M411 | 08/15/2025 | ASSET 2 LEVEL 1 -MECHANICALPLAN |
| D-M501 | 08/15/2025 | MECHANICAL DETAILS |
| D-M502 | 08/15/2025 | MECHANICAL DETAILS |
| D-M601 | 08/15/2025 | MECHANICAL CONTROLS |

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| D-E000 | 08/15/2025 | ELECTRICAL LEGEND |
| D-E030 | 08/15/2025 | ELECTRICAL SCHEDULES |
| D-E040 | 08/15/2025 | LIGHTING SCHEDULES |
| D-E041 | 08/15/2025 | LIGHTING CONTROL |
| D-E200 | 08/15/2025 | ASSET 2 -ELEC/LTGPLAN |
| D-E501 | 08/15/2025 | ELECTRICAL DETAILS |
| D-E502 | 08/15/2025 | ELECTRICAL DETAILS |
| D-EF100 | 08/15/2025 | ASSET 2 - FIRE ALARM REFERENCE PLAN |
| D-EM100 | 08/15/2025 | ASSET 2 -MECHANICALPOWER PLAN |
| D-P000 | 08/15/2025 | PLUMBING LEGEND |
| D-P001 | 08/15/2025 | PLUMBING SCHEDULES |
| D-P002 | 08/15/2025 | PLUMBING SITE PLAN |
| D-P100 | 08/15/2025 | ASST 2 LEVEL 1 -PLUMBING PLAN |
| D-P200 | 08/15/2025 | PLUMBING ENLARGED PLAN AND ISOMETRIC |
| D-P501 | 08/15/2025 | PLUMBING DETAILS |
| D-AV01 | 08/15/2025 | AV LEGEND |
| D-AV02 | 08/15/2025 | AV ONE-LINES |
| D-AV03 | 08/15/2025 | AV SCHEDULES |
| D-AV100 | 08/15/2025 | ASST 2 LEVEL 1 - AUDIO/VIDEO PLAN |
| D-AV200 | 08/15/2025 | ASST 2 LEVEL 1 - AUDIO/VIDEO RCP |
| D-AV800 | 08/15/2025 | AV ENLARGED PLANS |
| D-AV900 | 08/15/2025 | AV DETAILS |
| D-AV901 | 08/15/2025 | AV DETAILS |
| D-SW100 | 08/15/2025 | ASST 2 LEVEL 1 - SECURITY PLAN |
| D-T01 | 08/15/2025 | TECHNOLOGY SYMBOL LEGEND |
| D-T02 | 08/15/2025 | TECHNOLOGY ONE LINES |
| D-T03 | 08/15/2025 | TECHNOLOGY SCHEDULES |
| D-T100 | 08/15/2025 | ASST 2 LEVEL 1 - TECHNOLOGY PLAN |
| D-T800 | 08/15/2025 | TECHNOLOGY ENLARGED PLANS |
| D-T900 | 08/15/2025 | TECHNOLOGY DETAILS |
| D-T901 | 08/15/2025 | TECHNOLOGY DETAILS |
| S-CVR | 08/15/2025 | COVER SHEET |
| C0.00 | 07/03/2025 | COVER |
| C0.00 | 07/03/2025 | PLAT 1 |
| C0.00 | 07/03/2025 | PLAT 2 |
| C0.01 | 07/03/2025 | GENERAL NOTES |
| C1.00 | 07/03/2025 | DEMOLITION PLAN |
| C2.00 | 07/03/2025 | PAVING PLAN |
| C3.00 | 07/03/2025 | GRADING PLAN |
| C4.00 | 07/03/2025 | EXISTING DRAINAGE AREA MAP |
| C4.01 | 07/03/2025 | PROPOSED DRAINAGE AREA MAP |
| C4.02 | 07/03/2025 | HYDRAULIC CALCULATIONS |
| C4.03 | 07/03/2025 | STORM DRAIN  PLAN |
| C4.04 | 07/03/2025 | STORM DRAIN PROFILES |

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# Contract Documents List

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | | |
|---|---|---|
| C4.05 | 07/03/2025 | STORM DRAIN PROFILES |
| C5.00 | 07/03/2025 | SANITARY SEWER PLAN |
| C5.01 | 07/03/2025 | WATER PLAN |
| C6.00 | 07/03/2025 | EROSION CONTROL PLAN |
| C6.01 | 07/03/2025 | EROSION CONTROL DETAILS |
| C6.02 | 07/03/2025 | EROSION CONTROL DETAILS |
| C7.00 | 07/03/2025 | CONSTRUCTION DETAILS |
| C7.01 | 07/03/2025 | SITE SPECIFIC DETAILS |
| C8.00 | 07/03/2025 | CITY DETAILS -PAVING |
| C8.01 | 07/03/2025 | CITY DETAILS -DRAINAGE |
| C8.02 | 07/03/2025 | CITY DETAILS -SEWER |
| C8.03 | 07/03/2025 | CITY DETAILS -WATER |
| C9.00 | 07/03/2025 | TxDOT CURB RAMP DETAILS |
| L1.01 | 08/15/2025 | TREE PROTECTION AND REMOVAL PLAN |
| L2.01 | 08/15/2025 | SITE PLAN AND DETAILS |
| L2.02 | 08/15/2025 | MEMORIAL LAYOUT PLAN AND DETAILS |
| L2.03 | 08/15/2025 | MEMORIAL LAYOUT PLAN |
| L3.01 | 08/15/2025 | LANDSCAPE PLAN |
| L3.02 | 08/15/2025 | MEMORIAL LANDSCAPE PLAN AND DETAILS |
| L4.01 | 08/15/2025 | IRRIGATION SCAOPE OF WORK PLAN |
| S-S101 | 08/15/2025 | GENERAL NOTES |
| S-S102 | 08/15/2025 | GENERAL NOTES |
| S-S301 | 08/15/2025 | TYPICAL CONCRETE DETAILS |
| S-S401 | 08/15/2025 | TYPICAL CMU DETAILS |
| S-S430 | 08/15/2025 | SITE PLANS & DETAILS |
| S-A100 | 08/15/2025 | SITE DEMO PLAN |
| S-A101 | 08/15/2025 | SITE PLAN |
| S-A102 | 08/15/2025 | ENLARGED PLANS |
| S-A103 | 08/15/2025 | SITE DETAILS & FENCE ELEVATIONS |
| S-A104 | 08/15/2025 | SITE DETAILS |
| S-A105 | 08/15/2025 | SITE DETAILS |
| S-E040 | 08/15/2025 | LIGHTING SCHEDULES |
| S-ED100 | 08/15/2025 | ELECTRICAL SITE DEMO PLAN |
| S-E100 | 08/15/2025 | ELECTRICAL SITE PLAN |
| S-E500 | 08/15/2025 | SITE DETAILS |
| S-T01 | 08/15/2025 | TECHNOLOGY SYMBOL LEGEND |
| S-T02 | 08/15/2025 | TECHNOLOGY SITE PLAN |
| S-T03 | 08/15/2025 | TECHNOLOGY DETAILS |
| S-T04 | 08/15/2025 | TECHNOLOGY DETAILS |

**Addenda**

| Addendum | Date | Document Title |
|---|---|---|
| 1 | 08/29/25 | Addendum No. 1 |
| 2 | 09/11/25 | Addendum No. 2 |
| Post-Bid 1 | 10/01/25 | Post-Bid Addendum No. 1 |

# Exhibit "A.6"
# Allowances

The allowances indicated below are included in this GMP.

| | | |
|---|---|---|
| 1 | Post-Bid Addendum 1, dated October 1, 2025 | $ 100,000 |
| 2 | Mock-up Panel | $ 50,000 |
| 3 | Temporary casing of piers | $ 60,000 |
| 4 | Concrete pad for emergency generator | $ 15,000 |
| 5 | Steel work associated with Alternate No. 3 | $ 100,000 |
| 6 | Drywall work associated with Alternate No. 3 | $ 50,000 |
| 7 | Painting work associated with Alternate No. 3 | $ 15,000 |
| 8 | Key control cabinet system | $ 20,000 |
| 9 | Detention door access control & intercoms | $ 45,000 |
| 10 | Low voltage cabling systems | $ 400,000 |
| 11 | Security & access control systems | $ 1,080,000 |
| 12 | Emergency responder radio system (ERRS) | $ 160,000 |

# Exhibit “A.7”
# Qualifications & Clarifications

See attached Qualifications & Clarifications dated October 8, 2025.

BYRNE CONSTRUCTION SERVICES

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# Qualifications & Clarifications

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | |
|---|---|
| **General Conditions:** | |
| 1 | A Contractor's Construction Contingency of 3.00% is included and is intended for contractor use only. A Market Volatility Contingency of 1.00% is included. Owner contingency is excluded. |
| 2 | A construction fee of 2.95% is included on the cost summary, and is based upon the total construction cost. |
| 3 | Builders Risk Insurance is included, and based upon the total cost. |
| 4 | CGL & Umbrella Insurance is included, and based upon the total cost. |
| 5 | Payment and Performance bonds for Byrne have been included on the cost summary, and are based upon the total cost. |
| 6 | The CM pre-construction services fee is excluded (separate agreement). |
| 7 | All costs associated with approvals, easements, assessments, fees, deposits, charges, permits, studies, impact fees, tap fees, services fees, or similar, required by any governing agency to include County, City, State, or Federal entities, in addition to any and all utility entities are specifically excluded. |
| 8 | Building permit cost is excluded. |
| 9 | Testing Lab services for materials, mock-ups, or delegated engineering components are to be provided by the Owner, and are excluded. |
| 10 | The General Conditions and Temporary Construction costs for this phase of work were included with GMP01. |
| 11 | Design Fees or services are not included. Where required in the specifications, the Construction Manager will provide design calculations and information provided by the Trade Contractors to the Architect and Engineer for approval and acceptance of the design. |
| 12 | All franchise utilities are excluded from this estimate. |
| 13 | The CM does not warrant of guarantee functionality of the design with the Owner's requirements. The CM relies upon the designers to provide and implement the Owner's requirements into the design documents. |
| 14 | All initial and final survey's and plats required by the City are by the Owner. |
| 15 | This GMP is to be reviewed as a whole; not as individual line items. |
| 16 | The two year maintenance bond required by the AIA contract is excluded per the direction of the City of Burleson. However, a one-year maintenance bond and warranty are included. |
| **Temporary Construction Cost of Work Items:** | |
| 1 | Sales tax is excluded. |
| 2 | This GMP is based upon electronic design document files and models being available to all subcontractors at no additional cost. |
| 3 | All furnishings, fixtures, and equipment are excluded from this GMP, unless specifically noted in the budget detail. |
| 4 | All hazardous or contaminated material and soil testing, remediation, investigation, and abatement is excluded. |
| 5 | Site is assumed to be free of any contaminates, unencumbered, and ready to begin excavation work. |
| 6 | Initial design models shall be provided by the design team to Byrne. BIM coordination and clash detection is included for new Buildings B, C & D. |
| 7 | All costs associated with temporary fencing and gates are included. |

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# Qualifications & Clarifications

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | |
|---|---|
| **General Comments:** | |
| 1 | Material and Labor Shortages – If serious or unusual price escalation, or material and/or labor shortages are experienced due to causes beyond the Contractor's control following the execution of this Contract, and to the extent such escalation and/or shortages increase the cost of construction or cause the Contractor to incur delays to the critical path that cannot be avoided despite the exercise of reasonable professional diligence, Contractor shall provide Owner with notice of such shortages and their potential cost and/or schedule impact and a change order shall issue to adjust the Contract Sum and Contract Time accordingly. |
| 2 | An allowance of $100,000 is included for work associated with changes made by Post-Bid Addendum 1, dated October 1, 2025. |
| 3 | An allowance of $50,000 is included for a mock-up panel. |
| 4 | While the cost associated with the "Uncontrolled Fill" issue are included in the GMP, the schedule impact cannot be fully evaluated until the final design is received. As such the schedule in the GMP does not include any time for the delay related to the issue. Once the final design is received, the additional time shall be added via future change order. |
| 5 | The alternates are provided with expiration dates to avoid schedule impacts. However, the values of the alternates are based on current market prices. Once approved, the values of the alternates shall be adjusted to market conditions at the time of approval. |
| **Division 2 - Existing Conditions:** | |
| 1 | Selective demolition at Building A is included as shown and specified. |
| **Division 3 - Concrete:** | |
| 1 | Drilled piers are assumed to be installed without temporary casings, as most test borings at building locations were dry. An allowance of $60,000 is included for temporary casing of select piers if ground water is encountered. |
| 2 | An allowance of $15,000 is included for concrete work not shown for a pad at the emergency generator. |
| 3 | Floor protection at polished and sealed concrete areas includes Goldilox floor protection. |
| 4 | A concrete pad for Oncor's transformer is included per supplemental information and details provided in the project specifications. |
| **Division 4 - Masonry:** | |
| 1 | Burnished CMU (CMU-3) is included at interior walls of Building B per sketch provided by BSW in an Email dated September 19, 2025. |
| 2 | A facebrick selection has not been selected or provided. This GMP assumes $750 per thousand brick units (material cost). |
| **Division 5 - Metals:** | |
| 1 | Steel includes work for changes and information added to the project documents after GMP01. |
| 2 | The ornamental metals scope of work includes Corten steel panels at the Memorial Plaza wall per RFI clarification. |
| 3 | An allowance of $100,000 is included for steel work associated with Alternate No. 3. |
| **Division 6 - Wood, Plastics and Composites:** | |
| | Included as shown and specified. |
| **Division 7 - Thermal and Moisture Protection:** | |
| 1 | Patio deck waterproofing is included as TREMproof 250GC Cold Fluid Applied in lieu of Tremco Vulkem 350NC/351NF. |
| 2 | Froth-pak spray foam to fill inside of tube steel members per details 11,13/B-A521; 5,12,14,19/B-A522; 12/B-A524; 13/B-A704 is included. |

BYRNE CONSTRUCTION SERVICES

**A CENTURY OF EXCELLENCE**
551 E. Berry Street
Fort Worth, Texas 76110
(817) 335-3394
Fax (817) 877-5507

# Qualifications & Clarifications

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | |
|---|---|
| **Division 8 - Openings:** | |
| 1 | Attack resistant doors are included as manufactured by AMBICO. |
| 2 | Kawneer StormMax framing (2.5" x 7.5") is included at window openings shown to receive Type "TM" glazing and glazing is included as a 1-5/16" unit consisting of 1/4" (outboard lite to match surrounding IGU's) + 1/2" airspace + 9/16" lami (two pieces of 1/4" clear with a .060 PVB interlayer for impact resistance). |
| **Division 9 - Finishes:** | |
| 1 | The 2'x2' (8x8 open cell ceiling system) - Metal, where indicated to be installed in Building B, is included as Rockfon Magna T-Cell Open Plenum Ceiling System with brushed aluminum finish. |
| 2 | An allowance of $50,000 is included for drywall and acoustical work associated with Alternate No. 3. |
| 3 | An allowance of $15,000 is included for drywall and acoustical work associated with Alternate No. 3. |
| **Division 10 - Specialties:** | |
| 1 | An allowance of $20,000 is included for a (to be determined) key control cabinet system. |
| 2 | Eyebrow canopies at Building B's Generator Enclosure and Buildings C & D are included as Architectural Fabrication's Helios canopies. These canopies are included with 4' and 5' projections from face of buildings as shown, 3"x8" gutter fascia, deck pan infill, and powder coated with a standard color. |
| 3 | Canopies for Alternate No. 2 are included as Architectural Fabrication's walkway cover system for canopy sizes as indicated on the Architectural Site Plans. These canopies include 6"x6" gutter beams, 2-3/4" deck pan, 6" square tube posts and soffits. |
| **Division 11 - Equipment:** | |
| 1 | An allowance of $45,000 is included for 9ea detention doors to receive access control and intercom with associated conduit into door frames. |
| 2 | Moveable high-density storage by SpaceSaver is included for rooms B1112, B1617, and B1616 at a cost of $102,000. |
| **Division 12 - Furnishings:** | |
| | Included as shown and specified. |
| **Division 13 - Special Construction: Not Applicable** | |
| | |
| **Division 14 - Conveying Equipment:** | |
| | Included as shown and specified. |
| **Division 21 - Fire Suppression:** | |
| | Included as shown and specified. |
| **Division 22 - Plumbing:** | |
| 1 | The plumbing scope of work includes the new site gas line as shown and specified. |
| 2 | Plumbing includes two phases of temporary water to Byrne's office trailer to be located at the plan North of the site. |
| **Division 23 - Heating, Ventilating and Air Conditioning:** | |
| 1 | Cleaning of existing ductwork to remain at Building A is excluded. Please refer to add alternate pricing for this work to be added. |
| 2 | Commissioning Agent services and testing is excluded. |

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# Qualifications & Clarifications

**Burleson Police Headquarters Additions & Renovation**

**Guaranteed Maximum Price 02 (GMP02)**

**Date:** October 8, 2025

| | |
|---|---|
| **Division 26 - Electrical:** | |
| 1 | Cost for primary feeders and Oncor transformer are excluded. |
| 2 | Filling of the emergency generator's diesel tank is included for 4,772 gallons at $4.00 per gallon. |
| **Division 27 - Communications & Audio Visual:** | |
| 1 | An allowance of $400,000 is included for low voltage cabling systems. |
| **Division 28 - Electronic Safety and Security:** | |
| 1 | An allowance of $1,080,000 is included for security & access control systems and coordination/changes to affected door hardware. |
| 2 | An allowance of $160,000 is included for an emergency responder radio system (ERRS). |
| **Division 31 - Earthwork:** | |
| 1 | Chemical injected treatment of subgrade is included under new sidewalks, within the generator yard enclosure, and synthetic turf areas. This work is proposed to be provided by ESSL, LLC using their EcSS 3000 Chemical Hand Injection to ten (10) feet deep (or impenetrable material) on about three (3) foot centers at eighteen (18) inch intervals. Treated areas will be capped with 2' of imported and compacted select fill material prior to the installation of sidewalks and synthetic turf systems. |
| 2 | Mitigation of uncontrolled fill is included for the following work:<br>-Additional excavation, import/export, due to uncontrolled fill under all site paving:<br>-Dirt excavation of 3' to 4' of entire site, excluding building pads B, C, & D<br>-Export excess swell Excluding spread, erosion, moist., & compaction<br>-3,000 cy of export<br>-Re-moisture and replace uncontrolled fill<br>-Compact and test in lifts (Testing by others)<br>-Street sweeping and cleaning for earthwork scope as necessary<br>-Additional General Conditions for extension of schedule (4 weeks) |
| **Division 32 - Exterior Improvements:** | |
| 1 | Fencing along the plan north site boundary includes an 8' tall RhinoRock concrete fence which is fiberglass reinforced with a polystyrene core. Finish assumed to be a 6' stone look panel on top of a smooth 2' panel with a painted finish. |
| 2 | Concrete mow strips are included under all site fencing. |
| 3 | Bicycle racks and site trash receptacles are excluded (not indicated). |
| **Division 33 - Utilities:** | |
| 1 | Included in GMP01. |

# City Council Regular Meeting

**DEPARTMENT:** **Capital Engineering**

**FROM:** **Eric Oscarson, Deputy City Manager**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on an amendment to CSO#4087-01-2023, the professional services contract for architectural design services for Burleson Police Headquarters Expansion with Brinkley Sargent Wiginton Architects in the amount of $146,500 for a total contract cost in the amount of $3,974,427. (FA2301) *(Staff Contact: Eric Oscarson, Deputy City Manager)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
|  **Dynamic & Preferred City** Through Managed Growth | 2.4 Implement the city's Capital Improvement Program<br>2.5 Develop and maintain facilities and utility services |
|  **Beautiful, Safe, & Vibrant Community** | 3.3 Enhance emergency response services<br>3.4 Ensure public safety equipment and personnel needs are being met<br>3.5 Continue community policing and risk reduction programs |

## SUMMARY:

In December 2021, the City Council-appointed Citizens Advisory Bond Committee recommended a $36,400,000 project to renovate the existing 24,000 square feet and build a 38,500 square feet expansion for a resulting 62,500 square feet Police Headquarters facility.

City of Burleson voters approved a General Obligation Bond Proposition in May 2022 that included $36,400,000 for expanding and renovating the Burleson Police Headquarters facility located at 1161 SW Wilshire Boulevard.

Brinkley Sargent Wiginton Architects was selected to design the project through a formal professional services procurement process from a pool of 11 participating architectural firms. The contract includes $1,858,568 for basic design services, $667,927 in supplemental specialty design services, and $55,000 for reimbursable expenses, for a total of $2,581,495.

On March 24, 2025, city council approved an amendment to the contract in the amount $1,246,432 for the increased scope and cost of the project for a total contract cost of $3,827,927.

BSW and staff identified concerns with the existing roof and roof-top-units at the existing police facility and the need to possibly replace both. The changes require the structural engineer to study and model the existing roof to verify that it can withstand the weight of the new roof-top-units. The change order for the additional work is $146,500 for a new total of $3,974,427.

**RECOMMENDATION:**

Approval

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

Citizens Advisory Bond Committee approved including this project on the May 2022 General Obligation Bond Program referendum in December 2021

Burleson voters approved the proposition including this project in May 2022

January 2023 – City Council Approved the original design contract

October 2023 – Council directed staff to increase scope of project

January 2024 – Council approved the two-story option

February 2025 – Council Approved Design Development

March 2025 – City Council approved the change order for BSW

**REFERENCE:**

CSO#4087-01-2023

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: 3,974,427
Account Number(s): FA2301
Fund: Design

**STAFF CONTACT:**

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com

817-426-9837

# Burleson Police Headquarters Expansion Project

City Council
October 20, 2025

# Background

- May 7, 2022 – Burleson voters approved Proposition B for the public safety facility improvements and construction, which included the Police Headquarters Expansion.
- January 2023 – Council approved the selection of Brinkley Sargent Wiginton (BSW) as the architecture firm for the design of the Police Expansion project.
- June 2023 – Staff completed an evaluation of Construction Manager at Risk (CMAR) proposals, completed interviews, and selected Byrne Construction as the CMAR for the project.

# Background

- June 2023 – May 2024 – BSW completed comprehensive reviews of previous studies and schematic design.
- May 2024 – October 2024– BSW completed the design development phase.
- October 2024 – July 2025 – BSW completed construction documents.
- August 2025 – Council approved the initial Guaranteed Maximum Price (GMP) Contract
  - $9,036,361
  - Site Enabling, Earthwork, Site Utilities, Selective Demolition, Concrete, Structural Steel, Plumbing, and Electrical


POLICE
BURLESON POLICE
BURLESON POLICE DEPARTMENT


MILES DR.

# Available Funding

| Bond Issuance Year | Amount |
|---|---|
| FY22 | $1,200,000 |
| FY23 | $2,400,000 |
| FY24 | $4,000,000 |
| FY25 | $7,606,145 |
| FY26 | $13,607,500 |
| FY27 | $16,409,500 |
| Total | $45,233,145 |



# GMP #2

# Construction Manager at Risk (CMAR)

CMAR is a project delivery method in the construction industry where the construction manager provides pre-construction services and then acts as the general contractor, delivering the project with a Guaranteed Maximum Price (GMP).

During pre-construction services, the CMAR acts as a check to ensure that what the architect is designing can be built and within the project budget.

GMP is a construction contract that sets a ceiling on the total cost a project owner will pay, regardless of the actual cost incurred by the contractor.

If the project comes in under budget, the city receives the savings.

This allows us to shift risk off the city and onto the contractor.

# Byrne Construction

**Founded in 1923**
- 102 years of commercial building experience in North Texas

**Headquartered in Fort Worth**
- Byrne also has a full-service office in San Antonio

**$431 Million in Annual Contract Volume**

**105 Employees**

**Veteran-Owned**
- Largest Hispanic-Owned contractor in Texas

**Project Mix:**
- 89% Negotiated (CMAR / DB)
- 11% Competitive Bid

# Bidding Process and Requirements

A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work.

# Multiple GMPs

In certain cases, a project can be divided into multiple GMP packages based on the scope of the work.  This is often due to phasing of the project, long lead time items, project scope and multiple other factors.

The Police Headquarters Project has been split into two GMP packages.

# GMP 1 Early Release Package - $9,036,361

**Site Enabling** – Stormwater pollution protection (SWPPP), tree protection, supplemental layout/survey, SWPPP maintenance for duration of the project

**Earthwork** – Site demolition, mass grading, paving subgrade preparation, building pad preparation

**Site Utilities** – Site storm drain piping, domestic & fire water service, public water line, sanitary sewer service

**Selective Demolition** – Demolition of the canopy at the Municipal Courts Building

**Concrete** – Site Parking Paving

**Structural Steel** – Steel Package for entire project

**Plumbing** – Site natural gas line & temporary water to the construction office trailer

**Electrical**

- Purchase only of generator and automatic transfer switch
- Site underground work to install raceways under paving for site power, lighting, data & security systems

# GMP 2 Main Package

Landscaping and Irrigation

Perimeter Fencing

Concrete Sidewalks

Site Masonry

Pavement Markings

IT Cabling and Security

All Remaining Scope for Construction of Buildings B, C, D and renovation of Building A




# Construction Budget

**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

# Project Expenses

| Budget Item | Costs |
|---|---|
| Testing Services | $37,018 |
| Construction (GMP1&2) | $39,193,242 |
| FFE | $993,467 |
| Professional Services | $3,827,927 |
| Pipe Relocation | $1,200,000 |
| Survey | $15,200 |
| CMAR Pre-Construction Serv. | $15,000 |
| Total | $45,281,854 |
| Overage | **$48,709** |

Current Funding:
$45,233,145

Total Need:
$45,281,854

Overage:
$48,709

# Additional Expenses

**Testing Services**

- UES – $211,975

**Construction**

- Alt 1 – Outdoor Cooking - $26,262
- Alt 2 – Site Canopies - $189,611
- Alt 3 – Replace RTU/Roof - $754,741
- Alt 4 – Clean Duct Work - $127,618
- Earthwork - $360,014

**FFE**

- FFE - $500,000

**Prof. Services**

- BSW Inspection/Design - $146,500

**Pipe Relocation**

- Design Fees - $57,000

**Moving/Relocation**

- $60,000

**Misc. Expenses**

- $65,196

**EDP**

- 40,800

**Owners Representative**

- VMG - $433,672

**Permit Fees**

- $314,457

Base Project Overage - $48,709
Additional Expenses - $3,287,846
Total Funding Needs - $3,336,555

# Available Funding Option

**Projects Savings**

City Hall - $174,000

Street Projects - $260,125

Traffic Projects - $230,350

**Total - $664,475**

**Unallocated Funds**

CIP Cash - $20,000

CIP Bond - $190,000

**Total - $210,000**

**Impact Fee Transfers**

Hulen St. Project - $118,612

Currently Available - $993,087

# Additional Funding Options

- Existing funding is available in the Gas Royalty Fund in the amount of $396,340
- Additionally, staff anticipates earning $1.5M-$2M in interest income annually on bond proceeds over the next two years
- Staff recommends utilizing both these funding sources to address funding shortfalls in this project.
- Utilization of these funds will require appropriations by the City Council.

# Future Council Considerations

- Appropriation of annual interest income and gas royalty funds
- Purchase of FFE
  - $1,493,467
- Construction Amendment
  - New Roof/HVAC – $756,679
  - Cleaning of Existing Duct Work - $127,618

# October 20th Action Items

- Byrne Construction – GMP #2 with Alt 1 & 2 and Earthwork
- Brinkley Sargent Wiginton (BSW) Design Amendment
- United Environmental Services (UES) Material Testing Amendment
- Vidaurri Management Group (VMG) Contract

# Byrne Construction GMP




**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

**Add Alt 1 and 2 Costs**

$215,873

**Additional Soil Work**

$360,014

**Recommended GMP #2**

$30,732,768

**Total Construction Cost**

$39,769,129

# BSW Amendment

# Amendment approved in March 2025

Design contract is based on 8% of the cost of the project for architectural and engineering services plus supplemental costs such as civil engineering, landscape design, technology consulting, MEP, furniture design, interior design, etc.

| Construction Cost | Design Services | Supplemental | Total Contract | Change |
|---|---|---|---|---|
| $23,232,103 | $1,858,568 | $722,927 | $2,581,495 | - |
| $38,494,306 | $3,079,544 | $748,383 | $3,827,927 | $1,246,432 |

# Additional Services Required

- There is a need for a new roof and HVAC units on the existing Police Headquarters building.
- Roof and HVAC replacement were not included in the original scope of the project.
- Additional investigation and design required to verify the structural capacity of the existing roof to support larger HVAC units.
  - Structural Engineer - $96,500
  - Mechanical Engineer - $25,000
  - Architectural Services - $25,000
- Total Amendment - $146,500
- Total Contract - $3,974,427

# UES Amendment

# United Environmental Services

UES provides specialized engineering, environmental, testing, and inspection services to clients across the United States. They are experts in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies.

The city has utilized UES for environmental and material testing for multiple projects across the city.

# United Environmental Services

**Scope**

Earthwork/Stabilization

Concrete Testing

Pier Inspection

Structural Steel

Storm Shelter

Penetration Testing

# UES Amendment

City staff initiated a contract for Phase 1 of the project administratively in the amount of $20,825.

This amendment is for services for the entire project.

Contract Amendment  - $191,149.50

Total Contract - $211,974.50

# VMG Contract

# Vidaurri Management Group

- Founded in 2016
- Experience in managing public sector projects from design to close out.
- Company experience includes over $2B in construction spanning millions of square feet.
- Recent public project areas include Burleson, Waxahachie, Midlothian, Fort Worth, and Ellis County.
- Assisted in cost savings for the city and recommended changes in both the City Hall and FS1 projects.



# CMAR vs Owner's Rep.

## CMAR

- Contractor responsible for managing construction and delivering the project at GMP
- Deliver the project on time and within budget
- Reviews and executes change orders within the GMP
- Manages the field work, subcontractors, safety, quality and schedule.

## OWNER'S REP

- Consultant who represents the owner's interest throughout the process
- Ensure the owner's goals are met by managing CMAR and other consultants
- Evaluates change orders for fairness and necessity before owner approval
- Monitors progress, reviews pay apps, ensures compliance, and reports to owner

# VMG

Staff is recommending executing a professional services contract with VMG to represent the city for construction management and coordination services for this project

Contract Cost  - $433,672

# Questions / Discussion

# Recommendation

Approval of a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 2 of the Police Headquarters Expansion and Remodel in the amount of $30,732,768.



# Recommendation

Approval of an amendment to BSW Design Contract for additional design services in the amount of $146,500 for a total contract of $3,974,427.



# Recommendation

Approval of an amendment to UES contract for material testing in the amount of $191,149.50 for a total contract of $211,974.50.



# Recommendation

Approval of a professional services contract with VMG in the amount of $433,672.



**CSO Form 07-001**
**Document Processing from Council Meetings**

**Form and all documents DUE TO CSO BY 12PM on the FRIDAY PRIOR TO COUNCIL MEETING**
***Or earlier pending FINAL CM Review/Approval***
*(Council Agenda is posted on Thursday)*

## Section I

**All Fields Must Be Completed**

| | |
|---|---|
| **Council Meeting Date** | 1/18/23 |
| **Agenda Item #** | 4A |
| **Description of Agreement/Contract** | professional services contract with Brinkley Sargent Wiginton Architects for design of the Burleson Police Headquarters Expansion project |
| **Attachments (give details/name/etc.)** | contract |
| **You must complete this section:** | |
| ***Effective Date of Agreement/Contract*** ***When Signed*** | ***End date of terms/conditions of Agreement/Contract*** ***Terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this agreement.*** |
| | |

| | |
|---|---|
| **Staff Contact** | Catrina Glover |
| **Special Instructions (Be Specific)** | Please send copy to Janalea |
| **Note: CSO retains all original executed documents for City Records; if third party requires original provide CSO with two documents to execute.** | |

## Section II – For City Secretary's Office Use Only

| | | |
|---|---|---|
| 1. | **Assign CSO# updating tracking (providing all information possible)** | **CSO#** 4087-01-2023 |
| 2. | **If signatures needed – make copy (to keep track of) and provide date and contact info** | |
| 3. | **Scan into Optiview – completed documents only** | |

# 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 **BRINKLEY SARGENT WIGINTON ARCHITECTS** ("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 or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

## 3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed INSERT AMOUNT **($2,581,495)** 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 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's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Brinkley Sargent Wiginton Architects
Attention: Denny Boles
Senior Principal
1005 East St. Elmo, Building 8
Austin, Texas 78745

## 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 it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and otherwise in conformance with said statute. Consultant 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.

---

*The remainder of this page is left intentionally blank*

## SIGNATURE PAGE

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

**CITY OF BURLESON:**

By: _____

Name: Bryan Langley

Title: City Manager

Date: 01·18·2023

**BRINKLEY SARGENT WIGINTON ARCHITECTS:**

By: _____

Name: BRENT BOLES

Title: SENIOR PRINCIPAL

Date: JANUARY 10, 2023

**APPROVED AS TO FORM:**

By: _____

City Attorney, Assistant City Attorney, or Deputy City Attorney

# EXHIBIT A

## INITIAL PROJECT INFORMATION

| | |
|---|---|
| EXHIBIT A1 | PROJECT BUDGET |
| EXHIBIT A1.1 | BUDGET SUMMARY – OPTION C |
| EXHIBIT A2 | PROGRAMMING/CONCEPTUAL FLOOR PLAN |
| EXHIBIT A3 | PROJECT SCHEDULE |
| EXHIBIT B | SPECIAL TERMS AND CONDITIONS |
| EXHIBIT C | SERVICES AND COMPENSATION |
| EXHIBIT D | BSW BILLING RATES |
| EXHIBIT E | CERTIFICATE OF INSURANCE |
| EXHIBIT F | STRUCTURAL ENGINEERING |
| EXHIBIT G | TECHNOLOGY/SECURITY/AV |
| EXHIBIT H | MECHANICAL AND ELECTRICAL |
| EXHIBIT I | ACCESSIBILITY |
| EXHIBIT J | CIVIL ENGINEERING |
| EXHIBIT K | LANDSCAPE |
| EXHIBIT L | COMMISSIONING |

# Burleson Police Department Renovation

## Project Budget - Brinkley Sargent Wiginton Architects

December 20, 2022

EXHIBIT A1

| | 12/20/2022 | |
|---|---|---|
| **Land Acquisition** | | |
| Site Purchase | 0 | Note A |
| Site Closing Costs | 0 | Note A |
| **Total** | **0** | |
| **Testing Services** | | |
| Site Environmental Assessment | 15,000 | Note B |
| Building Environmental Assessment | 10,000 | Note B |
| Geotechnical Report | 10,000 | |
| Materials Testing | 134,750 | Note C |
| **Total** | **169,750** | |
| **Construction** | | |
| Police Headquarter Addition | 7,679,240 | Note D |
| Training Center | 3,116,269 | Note D |
| Partial Support Building | 1,627,375 | Note D |
| Communications | 1,391,191 | Note D |
| Existing Headquarters Renovation | 1,200,000 | Note D |
| Site Development | 4,618,028 | Note D |
| Direct Construction Cost | **19,632,103** | Note D |
| Design Contingency (5% of Direct Cost) | 1,000,000 | Note D |
| CMAR General Conditions/Overhead (8% of Direct Cost) | 1,600,000 | Note D |
| CMAR Fee (5% of Direct Cost) | 1,000,000 | Note D |
| Subtotal | **3,600,000** | |
| **Total Construction Cost Limit (CCL)** | **23,232,103** | Note D |
| **FF&E** | | |
| Furniture | 1,740,000 | Note E |
| Exercise Equipment | 0 | Note B |
| Telephones | 0 | Note F |
| **Total** | **1,740,000** | |
| **City Budgets** | | |
| Art Budget | 0 | Note B |
| Site Survey/Platting | 15,000 | Note G |
| Construction Manager at Risk Pre-Const. | 50,000 | Note H |
| Electrical/Gas Infrastructure Allowance (additional capacity? | 30,000 | Note B |
| Storm Shelter Peer Review | 30,000 | Note G |
| Off-Site Utility Development | 0 | Note B |
| IT Server Relocation | 30,000 | Note B |
| Moving Costs | 30,000 | Note B |
| Communication Tower Relocated | 0 | |
| New Communication Tower | 0 | Note B |
| Computers | 0 | Note B |
| Off-Site Fiber to Site | 0 | Note B |
| Bond Issuance Cost | 0 | Note J |
| Owner Contingency | 232,300 | Note K |
| **Total** | **417,300** | |
| **Professional Services** | | |
| Site Submittal Process | 13,200 | |
| A/E Basic Services | 1,858,568 | Note L |
| Program Verification | 15,000 | |
| Civil Engineering Site Survey (On-Site) | 0 | Note M |
| Civil Engineering Site Survey (Off-Site) | 0 | Note B |
| Civil Engineering (On-Site) | 126,500 | |
| Landscape Design | 26,400 | |
| Technology/Security/AV Consulting | 88,000 | |
| HVAC Acoustical Design | 15,400 | |
| Basic MEP Commissioning | 104,500 | |
| Exterior Envelope Inspections | 11,000 | |
| TAAS Consultant | 6,177 | |
| Furniture Selection | 156,000 | |
| Interior Design | 93,750 | |
| Exercise Equipment Coordination | 0 | Note B |
| LEED Consultation | 0 | Note N |
| Record Drawings | 12,000 | |
| Cost Estimating | 0 | Note O |
| Reimbursable Costs | 55,000 | |
| **Total** | **2,581,495** | |
| **Projected Escalation** | **7,283,026** | Note D |
| **Total Project Cost** | **35,423,674** | |

***Notes:***

Note A: City owned site
Note B: To be determined
Note C: 39,500 s.f. (new construction) @ $3.50/s.f.
Note D: Refer to Exhibit A1.1
Note E: Furniture assumptions:
- 58,000 s.f. @ $30/s.f.
- Furniture bid May 2025
- Furniture install December 2025
- Assumes new furniture

Note F: Telephones provided by separate City source
Note G: Scope of work provided by City. Cost to be determined.
Note H: Cost to be determined. Anticipate CMAR project delivery method
Note J: Not included in budget
Note K: 1% of CCL
Note L: 8% of CCL
Note M: Scope of work provided by City
Note N: Not required
Note O: Not included. Anticipate CMAR project delivery method

EXHIBIT A1.1

# BUDGET SUMMARY - OPTION C

## BURLESON POLICE HEADQUARTERS

BRW Project Number: 2210095.00
November 10, 2021

### PROGRAM ELEMENT OPTIONS

OPTION C

| PROGRAM ELEMENT: | SQUARE FEET | PROBABLE COST | NOTES: |
|---|---|---|---|
| **TRAINING CENTER** | 8,000 | $3,116,269 | |
| ☑ **TRAINING CENTER** | 8,000 | $3,116,269 | |
| Public Entry/Reception/Check-in | | | |
| Conference Room/Private Room | | | |
| Conference Room/Private Room | | | |
| Training Room | | | |
| Large Men's / Women's RRs | | | |
| Breakout Space | | | |
| Training Storage | | | |
| Defensive Tactics Training Area | | | |
| Sim-Munitions/VR Booth | | | |
| Catering Kitchen / Breakroom | | | |
| Locker Room/Secure Valuables | | | |
| Unisex RR/Shower | | | |
| Training Coordinator Office | | | |
| Training Coordinator Office | | | |
| Training Coordinator Copy/Work/Files | | | |
| Training Coordinator Storage | | | |
| **SUPPORT BUILDING** | 4,500 | $1,627,375 | |
| ☑ **PARTIAL SUPPORT BUILDING** | 4,500 | $1,627,375 | |
| P/E - Large Evidence Drop | | | |
| P/E - Large Evidence/Property | | | |
| Honor Guard | | | |
| Drone Work/Storage | | | |
| Traffic Storage | | | |
| Unisex RR/Shower | | | |
| SWAT - Locker | | | |
| SWAT - Storage | | | |
| SWAT - Meeting Room | | | |
| Armory / Armor | | | |
| K-9 | | | |
| Bicycle Patrol Storage/Work | | | |
| Motorcycle | | | |
| Building Support | | | |
| **COMMUNICATIONS** | 3,000 | $1,391,191 | |
| ☑ **RELOCATE TO NEW ADDITION** | 3,000 | $1,391,191 | |
| Hardened to meet Florida Hurricane Standards | | | |
| Depressed Concrete structure | | | |
| Dispatch | | | |
| Dispatch Admin | | | |
| Break Room / Locker Area | | | |
| QA / Training Coordinators | | | |
| Restrooms | | | |
| Quiet / Counseling / Recovery Room | | | |
| Training Room | | | |
| Storage | | | |
| Work/Copy | | | |
| IT/Server | | | |
| Supervisors | | | |
| Staff Window | | | |
| Conference Room | | | |
| **EXISTING HQ RENOVATION** | 24,000 | $1,200,000 | |
| ☑ **LIGHT** | 24,000 | $1,200,000 | |

# BUDGET SUMMARY - OPTION C

| | | | |
|---|---|---|---|
| | **SITE** | - | $4,618,028 |
| ☑ | 190 Secured Parking Spaces (5 yr Projection) | | $3,010,528 |
| ☑ | Relocate Gas Line | | $250,000 |
| | SITE "ADD-ALTERNATES" | | |
| ☐ | (x40) Covered Parking Spaces | | $145,000 |
| ☑ | (x25) EV Charging Stations | | $562,500 |
| ☑ | 1000 kw Generator & Keep 400 kw Generator | | $650,000 |
| | Sub Total - Chosen Program Element Options | 39,500 | $7,334,835 |
| + | Sub Total - Police HQ Addition (CCL) | 23,000 | $7,679,240 |
| + | Sub Total - Site | | $4,618,028 |
| = | **DIRECT CONSTRUCTION COST** | 62,500 | $19,632,103 |
| + | Design Contingency (5% Direct Cost) | | $1,000,000 |
| + | CMaR General Conditions/Overhead (8% of Direct Cost) | | $1,600,000 |
| + | CMaR Fee (5% of Direct Cost) | | $1,000,000 |
| = | **TOTAL CONSTRUCTION COST LIMIT (CCL)** | - | $23,232,103 |
| + | Owner Costs Outside of Construction (25% of CCL) | - | $5,900,000 |
| = | **TOTAL PROJECT COST** | 62,500 | $29,132,103 |
| | **PROJECTED PROJECT BUDGET**<br>w/ Escalation (25%/yr - 60 months to midpoint) | | **$36,415,129** |

# SITE MASTERPLAN

EXHIBIT A2

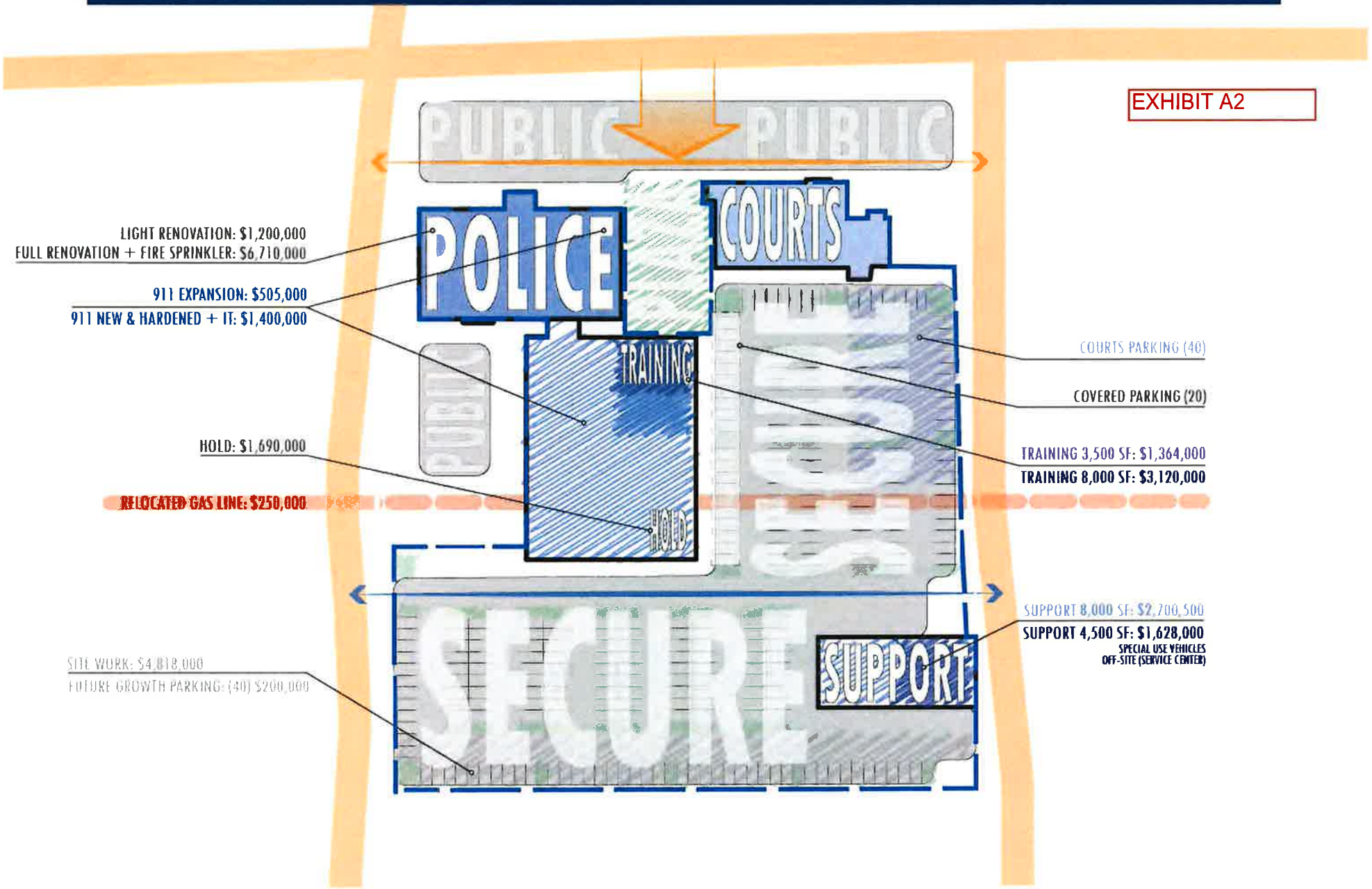
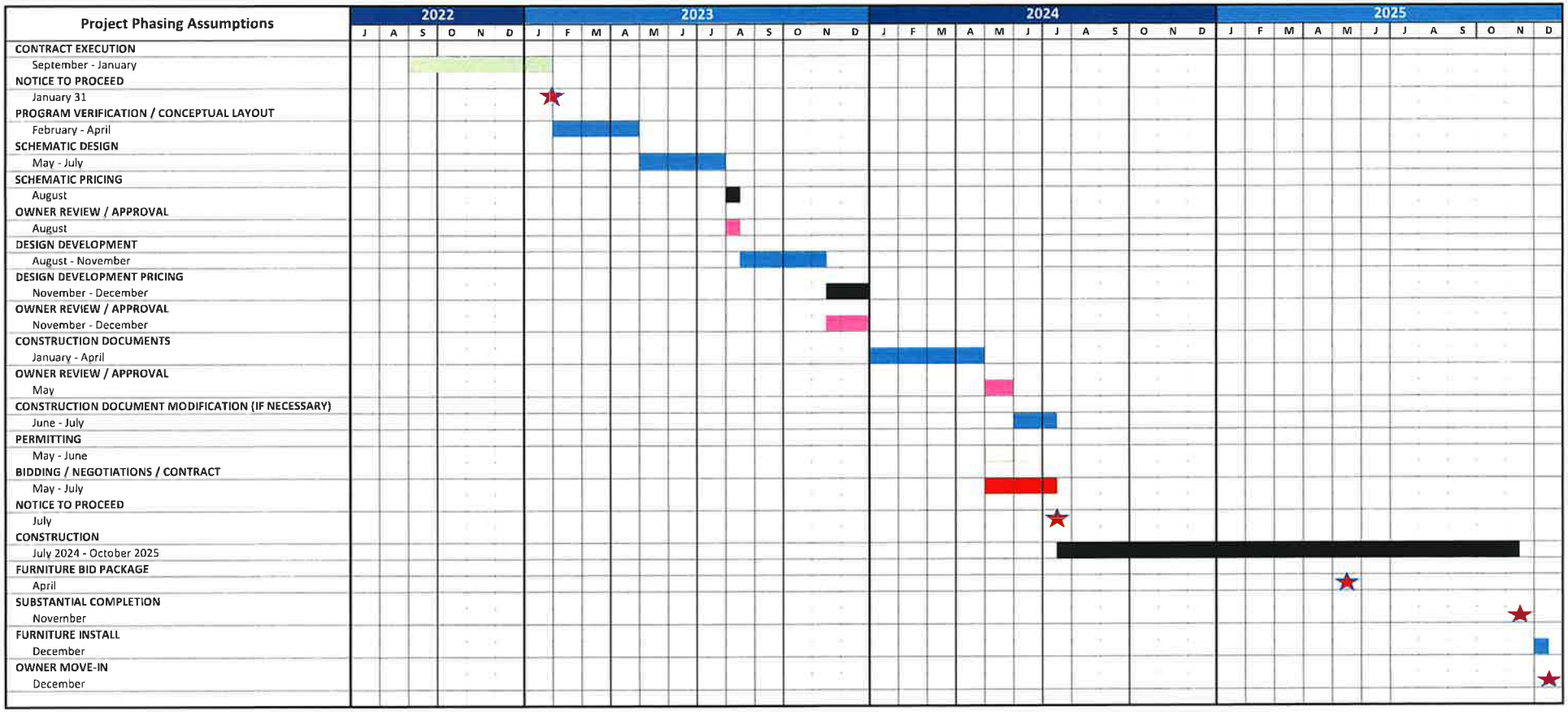


EXHIBIT A3

# City of Burleson City Hall Renovation
## Project Schedule
**December 19, 2022**




DESIGN
PROGRAMMING
OWNER
NEGOTIATIONS
CONSTRUCTION

# EXHIBIT B

## ARTICLE 12

## SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

### 12.1 CHANGE ORDERS

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

### 12.2 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

### 12.4 ARCHITECTURAL REGISTRATION

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

### 12.5 RECORD DRAWINGS

Deliverables for Record Documents or "as-builts" shall be defined as the following. Architect will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by the Architect through the course of the Work and any other field revisions as supplied by the Contractor to the Architect at close out. Architect will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

### 12.6 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

### 12.7 SPECIAL INSPECTIONS

Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects.

Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how "Special Inspections" are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These "Special Inspections" must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a "Certificate of Occupancy."

## 12.8 STATUES OF LIMITATION AND REPOSE

To the extent applicable to the Owner under Texas law, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statues of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statues of limitations commence to run any later than the date when the Architect's Services are substantially completed.

# EXHIBIT C

## BURLESON CITY HALL RENOVATION

## SERVICES AND COMPENSATION BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE $1,858,568

Architectural, Structural Engineering (Ref. Exhibit F), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit G). Fees to be billed monthly by percent complete of each phase as follows:

| | |
|---|---|
| Conceptual/Schematic Design | 15% |
| Design Development | 30% |
| Construction Document Phase | 30% |
| Bidding Phase | 5% |
| Construction Administration Phase | 20% |
| Total | 100% |

The initial building construction budget is set at $23,232,103 for contractual purposes. Basic services fee represents 8% of construction budget. This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 16 months (Ref. Exhibit A4). Project meetings will occur every 2 weeks. Should construction proceed beyond 18 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of $15,984.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Civil Site Plan Submittal: Fee $13,200
   a. Services include working through the City process for approval. Architectural coordination (10%). Refer to Exhibit J.

2. Program Verification: Fee $15,000
   a. Review departmental square footage and associated breakdowns.

3. Civil Engineering On-Site Services: Fee $126,500
   a. Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications and construction administration. Architectural coordination (10%). Refer to Exhibit J.

4. Technology, Security and AV Systems Design Services: Fee $103,400
   a. Design of Owner Communications Infrastructure. Video surveillance and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included. Architectural coordination (10%). Refer to Exhibit G.

5. Landscape Design Services: Fee $26,400
   a. Complete landscape and irrigation system design. Architectural coordination (10%). Refer to Exhibit K.

6. Accessibility Consulting Services: Fee $6,177

a. Review of project to meet Texas Accessibility Standards (TAS). Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report to contractor TAS conformance. State mandated construction document review and final state mandated site inspection report. Architectural coordination (10%). Refer to Exhibit I.

7. Interior Design and Furniture Selection/Procurement Services: $249,750
   a. Interior finishes selection documentation, presentations, specifications and shop drawings review (62,500 s.f. @ $1/50/s.f. - $93,750). Selection, specifications and assistance in procurement of new furniture items. Installation coordination and final punch list (9% of $1,740,000 budget - $156,000). Exercise Equipment Selection and procurement is not included in services.

8. Building Commissioning Services: Fee $115,500
   a. Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. Architectural coordination (10%). Refer to Exhibit L.

9. Record Drawings: Fee $12,000
   a. Prepare a set of electronic documents showing changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a "not to exceed amount". Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE $55,000

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

| | | | |
|---|---|---|---|
| A. Basic Services | $ 1,858,568 | | |
| B. Supplementary Services | $ 667,927 | | |
| *Total Professional Services* | | $ 2,526,495 | |
| C. Reimbursable Budget | | $ 55,000 | |
| **Total Contract** | | | **$2,581,495** |

SCOPE OF WORK ASSUMPTIONS

A. Geotechnical report provided by Owner.
B. Materials testing services during construction to be provided by Owner.

EXHIBIT D

BRINKLEY SARGENT WIGINTON ARCHITECTS

**BILLING RATES**
**2022**

| TITLE | RATE/hr. |
|---|---|
| Senior Principal | 330.00 |
| Principal | 260.00 |
| Project Manager | 190.00 |
| Strategic Planner | 170.00 |
| Senior Project Designer | 185.00 |
| Senior Project Architect | 180.00 |
| Project Architect | 140.00 |
| Architectural Designer II | 120.00 |
| Architectural Designer I | 105.00 |
| Sr. Construction Administrator | 200.00 |
| Construction Administrator | 160.00 |
| Senior Interior Designer | 165.00 |
| Interior Designer | 140.00 |
| Senior Programmer | 185.00 |
| Administration | 85.00 |

*Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment August of each year*

EXHIBIT E

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS: certificatedallas@risk-strategies.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : XL Specialty Insurance Company | 37885 |
| INSURER B : Travelers Property Casualty Co of Amer | 25674 |
| INSURER C : Charter Oak Fire Insurance Company | 25615 |
| INSURER D : Continental Insurance Company | 35289 |
| INSURER E : Travelers Indemnity Co of America | 25666 |
| INSURER F : | |

INSURED
Brinkley Sargent Wiginton Architects, Inc.
5000 Quorum Drive, Suite 600
Dallas TX 75254

**COVERAGES** **CERTIFICATE NUMBER:** 68726433 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| E | ✓ COMMERCIAL GENERAL LIABILITY | ✓ | ✓ | 6806G061464 | 12/15/2021 | 12/15/2022 | EACH OCCURRENCE | $ 2,000,000 |
| | ☐ CLAIMS-MADE ✓ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | ✓ Blket Contractual Liab. | | | | | | MED EXP (Any one person) | $ 10,000 |
| | ✓ Indt. Contractor | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | ☐ POLICY ✓ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | ☐ OTHER: | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | ✓ | ✓ | BA2R37718A | 12/15/2021 | 12/15/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ✓ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | ✓ UMBRELLA LIAB ✓ OCCUR | ✓ | ✓ | CUP5G891100 | 12/15/2021 | 12/15/2022 | EACH OCCURRENCE | $ 2,000,000 |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | ☐ DED ✓ RETENTION $ 10,000 | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | ✓ | 6025047351 | 1/1/2022 | 1/1/2023 | ✓ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liability | | ✓ | DPR9989429 | 2/15/2022 | 2/15/2023 | Per Claim | $2,000,000 |
| | | | | | | | Annual Aggregate | $4,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

**CERTIFICATE HOLDER**

City of West Lake Hills, TX
911 Westlake Dr.
West Lake Hills TX 78746

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joe A. Bryant
Joe Bryant

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L.A. FUESS PARTNERS
Structural Engineers

# Proposal for Professional Engineering Services

**To:** Denny Boles, AIA
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo St., Bldg 8
Austin, Texas 75254

**Date:** December 15, 2022

**Project:** **Burleson Police Facility Expansion**
Burleson, Texas

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## PROJECT DESCRIPTION

Burleson Police Facility Expansion: 62,500 sq. ft., 2-story (including 38,500 sq.ft. new construction and 24,000 sq. ft. light renovation of existing building); $23 million approximate construction cost.

- Includes 4,500 sq. ft. partial support building.
- Includes new ICC-500 storm shelter
- Includes one visit to site during design to observe existing conditions
- Includes up to 5 site observation visits during Construction Administration (3 site visits to be timed to incorporate required storm shelter inspections)
- Does not include site structures, such as parking shade structures.

## BASIC SERVICES

Structural Engineering services described as follows:

### Schematic Design

- Evaluate framing system and column layout
- Prepare preliminary narrative describing proposed structural system
- Prepare preliminary framing plans for typical conditions
- Prepare preliminary structural demolition drawings as needed
- Assist soliciting and evaluating proposals for geotechnical report
- Consult regarding design criteria (floor loading, code requirements, etc.) and project delivery schedule
- Attend local design meetings and conference calls
- PROVIDE DEMOLITION DRAWINGS AS NEEDED. TTB

### Design Development

- Prepare structural plans, typical details and wall sections of the selected structural system
- Prepare structural demolition drawings as needed
- Prepare draft specifications
- Consult regarding geotechnical recommendations and impact on the project; evaluate geotechnical recommendations for foundation design and coordinate with the geotechnical consultant
- Consult regarding fire resistance requirements and their impact on structural systems
- Attend local design meetings and conference calls
- PROVIDE DEMOLITION DRAWINGS AS NEEDED. TTB

### Construction Documents

- Prepare designs and drawings for bidding and construction of the primary structural system and foundation
- Prepare structural demolition drawings as needed
- Assist with details and specifications of architectural components (exterior walls, suspended room dividers, catwalks, steel stairs) - excluding curtainwall design
- Prepare structural specifications and assist with related architectural sections such as earthwork, masonry, miscellaneous metals, etc.


Dallas: 3333 Lee Pkwy
Ste 300, Dallas TX 75219
214 871 7010

Boston: 211 Congress St
Ste 810, Boston MA 02110
617 948 5700

Austin: 8200 N. Mopac Expy
Ste 130, Austin TX 78759
512 505 8732

- Coordinate structural documents with architectural documents and other engineering disciplines based on information provided
- Attend local design meetings and conference calls
- PROVIDE DEMOLITION DRAWINGS AS NEEDED.

**Bidding/Contract Negotiation**

- Attend a pre-bid conference call, if requested
- Assist with subcontractor bid evaluation
- Prepare structural addenda as necessary
- Respond to questions from bidders

**Construction Administration**

- Attend a pre-construction conference call, if requested
- Interpret or clarify documents during construction
- Review required structural submittals for conformance to contract documents
- Review and evaluate material tests and inspection reports
- Periodic conformance review during structural construction
- Provide three Storm Shelter Observations with reports to the Authority Having Jurisdiction and others
- Prepare structural compliance letter at conclusion of construction

**Services Excluded**

- Design of curtainwall systems
- Design of cold-formed metal framing
- Geotechnical engineering and inspection of related aspects of construction (e.g., backfill, soil compaction, pier drilling, foundations)
- Construction cost estimating
- Construction related services (e.g., earth retention systems, concrete shoring systems, temporary bracing of steel frames, underpinning of adjacent foundations)
- Inspection or supervision of construction
- Review of construction submittals other than those required by the contract for construction
- Services relating to permitting of work for construction
- Verification of existing conditions, materials and dimensions of existing structures

**FEES FOR BASIC SERVICES**

Professional Fees for Basic Services are proposed as follows:

**STIPULATED SUM BASIS**

| | | |
|---|---|---|
| Police Facility (including new construction, light renovation, and support building) | = | **$ 165,000.** |
| ICC-500 Storm Shelter | = | $ 15,000. |
| **Total (including ICC-500 Storm Shelter)** | = | **$ 180,000.** |

Fees will be invoiced monthly based on estimated completion by contract phase:

| Phase | Percentage |
|---|---|
| Schematic Design Phase | 10% |
| Design Development Phase | 20% |
| Construction Documents Phase | 45% |
| Bidding Phase | 5% |
| Construction Phase | 20% |


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617.948.5700

Austin 8200 N. Mopac Expy
Ste 130, Austin Tx 78759
512.535.8722

## REIMBURSABLE EXPENSES

Project expenses will be invoiced, at cost, in addition to Basic Fees as follows:

| Item | Estimated Amount |
|---|---|
| Local Transportation or mileage at IRS standard rate | $ 400. |
| **Total Estimated Reimbursable Expenses** | **$ 400.** |

**Note regarding printing:** Proposal includes providing drawings in electronic format (PDF, for example). Any required printing will be a reimbursable expense.

## QUALIFICATIONS

- Client to provide subsoil investigation and professional geotechnical engineering recommendations for design of foundations, slabs supported on soil, subsoil drainage and earth-retaining walls.
- Proposal does not include design of site structures (e.g., paving, stairs, site walls, retaining walls, bridges, shade structures, arbors) located outside of building perimeter, unless noted otherwise above.
- Proposal does not include design of landscape structures.
- Revit BIM software will be used for the production of Construction Documents. Proposal includes conventional exchange of structural plans, sections, and details for document coordination and construction purposes. Progress copies of Revit model may be provided to design team for reference during coordination. Copy of "as is" Revit model may also be made available for contractor use upon receipt of executed L.A. Fuess Partners' Electronic File Waiver & Indemnification Agreement. L.A. Fuess Partners Inc. retains ownership rights to and control of structural Revit model.
- Level of Development (LOD) of design Revit structural model will be less than or equal to LOD 300 (as defined by AIA document G202). An LOD greater than 300, if requested, may be available as an Additional Service
- Proposal does not include issue of early-release structural documents (for bidding, permitting or construction of foundation or superstructure prior to release of complete project documents).
- Proposal does not include printing for Owner, City or Contractor review, or for permitting or construction.
- Client to provide as-built drawings of existing construction to be modified or appended. Verification of existing conditions, materials and dimensions is not included in this proposal.
- Existing building structure components may be included in the design Revit structural model, but only to the extent necessary to define scope, detail, and dimensions of new structure
- Attendance at local design meetings (requiring travel of up to 50 miles from L.A. Fuess Partners office) is included in Basic Services.
- Out-of-town meetings: Attendance at out-of-town design meetings (greater than 50 miles from L.A. Fuess Partners office) is available as an Additional Service.

## ADDITIONAL SERVICES

Services required and authorized beyond the scope of Basic Services will be invoiced on the basis of personnel time and expenses.

- Employees Table of employee rates available on request.
- Expenses 1.00 times cost.

## CONTRACT FORM

L.A. Fuess Partners and Client intend to execute a formal written agreement for professional services. This proposal will serve as the agreement for professional services unless and until a subsequent formal written agreement for professional services is executed.

The terms and conditions of AIA C401 Standard Form of Agreement Between Architect and Consultant are incorporated by reference unless and until a subsequent formal written agreement for professional services is executed.


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617 948 5700

Austin 8700 N Mopac Expy
Ste 150 Austin TX 78759
512 505 8722

**DURATION**

This proposal is valid for a period of 6 months from the date that the proposal was made and signed by L. A. Fuess Partners below.

**- END OF PROPOSAL -**

**PROPOSAL MADE BY:**

*Mark B. Peterman, P.E. / Principal*

**L.A. FUESS PARTNERS** Structural Engineers

**PROPOSAL ACCEPTED BY:**

*(Client Signature)*

DECEMBER 20, 2022

*(Client Printed Name)* *(Date)*



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Austin: 8200 N. Mopac Expy
Ste 130, Austin Tx 78759
512 505 8722

me | engineers

ME
[illegible] Blvd, Suite 415
Dallas TX 75207
me-eng

December 16, 2022

Mr. Denny Boles
1005 E St. Elmo Building 8
Austin, TX 78745

RE: Burleson Police Station

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects ("Architect") for technology consulting services for the new Burleson Police Station. We propose the following services for your consideration:

**PROJECT DESCRIPTION**

The project scope will cover both new construction and renovation to an existing police building. The new construction will add approximately 34,000 square feet to the exiting police building. The new construction is programmed for a full training center (8,000 SF), new communications center (3,000 SF), and additional police operations space (23,000 SF). Also include as new construction will be a 4,500 SF support building. This will be constructed within the sites secured perimeter. The existing police building is 24,000 SF and has a described scope of work for a light renovation. Total interior square feet at the end of the project will be approximately 62,500.

Extensive site work will be a part of the project to connect the cities adjacent Municipal Courts building. Both plats will be combined into a single property. The rear parking areas for both existing buildings will be combined and fenced to create a secured parking area for each the buildings employees. The front parking areas will be refinished as public parking area. The total area of both sites is approximately 7 acres. The total project budget for the project has been estimated at over 36 million dollars, with a construction cost over 23 million dollars.

The project includes the key features listed below:
1. An existing 24,000 SF police building will be lightly renovated. It was constructed in 2015.
2. The addition to the police facility will bring the total square feet to 62,500.
3. The support building will use economical construction methods. This building is assumed to contain basic storage and house specialty police vehicles.
4. The existing police site will be combined with the adjacent municipal courts to create a single city site.
5. The full recommended programed space needs totaled ~~69,000 SF~~ 62,500 S.F.

## I. SCOPE AND DESCRIPTION:

### A. Scope of Work

The technology systems scope shall include the following work:
*(Note: scope removed with ~~strike through~~ indicates scope to be preformed by City-IT department and their preferred vendor.)*

1. Communications Infrastructure:

   a) General planning and design coordination of communications rooms including Telecommunications Service Entrance Facility (TEF), Main Communications Room (MC/MDF), and Intermediate Communication Distribution Rooms (IC/IDFs). *(Note: City-IT will manage program and coordination within the rooms along with their preferred vendor.)*

   b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.

   c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks. *(Note: this assumes ME will be responsible for documenting all raceway on construction documents, following coordination and direction by City-IT.)*

   ~~d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.~~

   ~~e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.~~

   ~~f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 6 and/or Category 6A UTP copper media.~~

   ~~g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.~~

   ~~h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms~~

~~i) Outside Plant Communications Backbone Infrastructure: Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull-boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by M-E Engineers, Inc.~~

j) Service Provider Utilities: Design, specification, and coordination of service provider raceway infrastructure from property line to demarcation point within building. Please note that all cable and associated terminations shall be specified and provided by the Telecommunications Service Provider. Actual documentation can either be coordinated with Civil Engineer or shown by M-E Engineers, Inc.

2. Distributed Antenna System (DAS):

a) Produce performance-based specification for cellular and 2-way radio distributed antenna system (DAS) to repeat and amplify wireless signals within building. Performance specification will be issued as part of a base building RFP to obtain bids and award the DAS technical RF design and install to a wireless manufacturer and/or provider. All raceway and MEP requirements will be coordinated with the selected wireless vendor. Additionally, final DAS design (including cable routing, placement of antennas and other equipment, etc.) will be coordinated with selected vendor to ensure final design is fully properly integrated into the building design and function.

3. Audio Video Systems

a) Infrastructure: Design and specification of AV system infrastructure including conduit, floor box and poke-thru devices, junction boxes, enclosures, specialized back boxes and device detail drawings. *(Note: raceway design to be based on coordination with City-IT and vendor.)*

~~b) Hardware: Design and specification of audio video systems required hardware components including equipment cabinets and racks, projector and video flat panel mounts, motorized lifts, etc.~~

~~c) Head-end Equipment: Specifications, equipment lists, equipment layouts on plan drawings, system one-line flow diagrams for audio, video and control systems showing their interconnectivity. Equipment shall include video conferencing (if required), audio and video amplification and distribution equipment, digital signal processors (DSP), ATSC tuners, CODECs, video scalars, signal converters, audio and video source equipment, control system CPUs, touch panel controllers, program and ceiling loudspeakers, assistive listening system (per ADA), projection screens and HD projectors, professional video flat panel displays, AC power sequencers, etc.~~

4. Security System:

a) Electronic Access Control System: Design and documentation of raceway to support access control system. ~~Design of employee access control components including head-end monitoring equipment, system controllers, card readers, keypads, remote door release buttons, request-to-exit functions, and ADA door operator button interfaces.~~ This design includes coordination with door hardware designer to ensure proper system interface, control, and power is provided based on each door hardware and/or lock type.

~~b)~~ Intrusion Detection System: Design and documentation of raceway to support intrusion detection system. ~~Design of intrusion detection components including head-end monitoring equipment, system controllers, door status monitors, motion sensors, duress buttons, and glass break sensors.~~

~~c)~~ Video Surveillance System (CCTV): Design and documentation of raceway to support video surveillance system. ~~Design of video surveillance system components including video cameras, video directory servers, network video recorders and/or storage devices, multiplexers / switchers, video monitors, camera controllers, and computer workstations.~~

~~d) Central Monitoring Station: Design of a central security monitoring station including computer workstations, video displays, event call up video displays, multiplexers, video matrixes, and camera controller joystick / keypads.~~

5. Acoustical Design:

a) HVAC System Noise and Vibration Control: Provide design guidelines, details, and specifications for noise and vibration control measures. This includes review of all wall, ceiling, and floor types relative to the building HVAC system. Up to two acoustical analyses will be performed for each area within the building with a formal report summary provided.

B. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

The following services have been included in our scope of work:

1. Project Meetings: ME to attend virtual meetings as necessary during the design phase with the Owner, Architect and Contractor.

2. Design Development:
   a) Review and meet with Owner and Architect.
   b) Initiate coordination of system requirements with Architect and other project team members.
   c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
   d) Prepare specifications of systems.
   e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
   f) Provide demolition drawings as needed.

3. Construction Documents:
   a) Finalize coordination of system requirements with Architect and other project team members.
   b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
   c) Finalize specifications of systems.
   d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
   e) Provide demolition drawings as needed.

4. Bidding and Negotiation:
   a) Make recommendations to the Client and Owner regarding the bids or proposal received.
   b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.

5. Construction Administration:
   a) Review product data submittals (relative to raceway scope).
   b) Review shop drawings(relative to raceway scope).
   c) Answer questions during construction phase.
   d) Provide (1-2) intermediate site observations with written report at relevant stage of construction.
   e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

## II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

A. Audio Visual System. Design, specification, coordination, or documentation of any AV systems.

B. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design or interior sound insulation design.

C. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.

D. On-Site Engineer: Provisions required for a full-time on-site engineer.

E. Installation: Materials, installation, and testing of any system components.

F. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.

G. Commissioning: Provisions for commissioning and certification of any system.

H. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

## III. FEE PROPOSAL:

$94,000

A. Services Fee: Lump sum amount of ~~$148,000~~ plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

| | |
|---|---|
| Schematic Design: | $12,000 |
| Design Development: | $24,000 |
| Construction Documents: | $28,000 |
| Bid/Negotiation: | $ 2,000 |
| Construction Administration: | $14,000 |
| Total: | **$80,000** |

B. Additional Services:

1. Acoustical Design (HVAC): +$14,000 = **$94,000 total**

## IV. TERMS AND CONDITIONS:

A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost for the following: Travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

C. Contract Execution:

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

**M-E Engineers, Inc.**
**Denver Office**

Kevin Devore, RCDD
Principal
Technology Design Group

Approved and accepted this 20 day of DECEMBER, 2022

Organization: BRINKLEY SARGENT WIGINTON ARCHITECTS

By: DENNY BOLES Title: SENIOR PRINCIPAL

Cc: Chris Jones-ME/Denver
Austin Simmons-ME/Denver
Mike Hart-ME/Denver
Drew Shivley-ME/Dallas

**ME ENGINEERS, INC.**
**HOURLY RATE SCHEDULE – 2022**

| | |
|---|---|
| Senior Principal | $300/hr |
| Principal | $280/hr |
| Associate Principal | $260/hr |
| Sr. Associate | $240/hr |
| Associate | $225/hr |
| Senior Project Manager | $215/hr |
| Project Manager | $190/hr |
| Project Engineer | $160/hr |
| Designer | $140/hr |
| Sr. BIM Coordinator | $130/hr |
| BIM Coordinator | $125/hr |
| CAD Technician | $115/hr |
| Administrative Staff | $110/hr |

## ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers, Inc.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, Inc., included as part of the Project.

**Purpose of the Model**:
The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

**Expectations for Limits of Modeled Elements**:
The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct Insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, Inc., at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

**Level of Development (LOD)**:
The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers, Inc. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

**Model Content Requirements.** Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

**Authorized Uses.** The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

**Application**. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

**Model Content Requirements.** Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached

to Model Elements at the sole discretion of ME Engineers, Inc. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

**Authorized Uses.** The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

**Application.** An LOD 200 model will apply to the Design Development phase.

LOD 300:

**Model Content Requirements.** Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

**Authorized Uses.** The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

**Application.** An LOD 300 model will apply to the Contract Document phase.

LOD 400:

**Model Content Requirements.** Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

**Authorized Uses.** The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

**Application.** An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 400 model.

LOD 500:

**Model Content Requirements.** Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

**Authorized Uses.** The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

**Application.** An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 500 model.

**Clash Detection:**
It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers, Inc. makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

**Availability of Model**:
The model will be made available subject to the Terms of the Prime Agreement.

**Contractor's Role**:
The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

**Integrated Project Teams**:
When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers, Inc. and shall be implemented without additional liability to ME Engineers, Inc.

**Ownership of Documents**:
~~The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers, Inc..~~

me | engineers

ME Inc.
1 Denver
Golden CO 80401

# ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

**Access To Site:**
Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**Dispute Resolution:** PER PRIME AGREEMENT-EXHIBIT A ~~Any claims or disputes made during design, construction or post-construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~

**Billing/Payments:**
Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, ~~without waiving any claim or right against the Client, and without liability whatsoever to the Client,~~ terminate the performance of the service.

**Late Payments:**
Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

**Indemnification:**
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

**Certifications:**
Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

**Limitation of Liability:** PER PRIME AGREEMENT-EXHIBIT A ~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed $1,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

**Verification of Existing Conditions Clause:**
Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, Inc., (the Client) agrees to indemnify and hold ME Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

**Termination of Services:**
This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents:**
~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~

me | engineers

ME Engineers
1825 Market Center Blvd, Suite 600
Dallas, TX 75207
Office: 214.741.1589
me-engineers.com

EXHIBIT H

September 20, 2022

Mr. Denny Boles
1005 E St. Elmo Building 8
Austin, TX 78745

RE: Burleson Police Facility Addition & Renovation

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects for mechanical and electrical engineering services for the new construction of the Burleson Police Facility Addition & Renovation. We propose the following services for your consideration:

**PROJECT DESCRIPTION**

The project scope will cover both new construction and renovation to an existing police building. The new construction will add approximately 34,000 square feet to the exiting police building. The new construction is programmed for a full training center (8,000 SF), new communications center (3,000 SF), and additional police operations space (23,000 SF). Also include as new construction will be a 4,500 SF support building. This will be constructed within the sites secured perimeter. The existing police building is 24,000 SF and has a described scope of work for a light renovation. Total interior square feet at the end of the project will be approximately 62,500.
Extensive site work will be a part of the project to connect the cities adjacent Municipal Courts building. Both plats will be combined into a single property. The rear parking areas for both existing buildings will be combined and fenced to create a secured parking area for each the buildings employees. The front parking areas will be refinished as public parking area. The total area of both sites is approximately 7 acres.
The total project budget for the project has been estimated at over 36 million dollars, with a construction cost over 23 million dollars.

The project includes the key features listed below:
1. An existing 24,000 SF police building will be lightly renovated. It was constructed in 2015.
2. The addition to the police facility will bring the total square feet to 62,500.
3. The support building will use economical construction methods. This building is assumed to contain basic storage and house specialty police vehicles.
4. The existing police site will be combined with the adjacent municipal courts to create a single city site.
5. The full recommended programed space needs totaled 69,000 SF.

**GENERAL SCOPE OF WORK**

1. New Construction
   a. Heating, ventilating, and air conditioning, including the design of a digital building automation system to interface with the existing system.
   b. Smoke control system design, if required, in accordance with the requirements of the Life Safety Report and Smoke Modeling results, both by others. Note, Smoke Modeling can be provided by ME Engineers as noted in the Optional Services Section.
   c. Plumbing design including water, sanitary sewer, storm and natural gas systems. Plumbing fixtures will be scheduled and utilities will be designed to within 5'-0" of the building for coordination with the Civil Engineer.
   d. Fire sprinkler/standpipe systems will be designed via a performance specification and will be bid to licensed fire protection contractors. Fire protection design will include sizing of the main service line and entry, scheduling of the fire pump (if applicable), coordination of main distribution piping,

- INCLUDE ONE SITE VISIT DURING DESIGN TO OBSERVE EXISTING CONDITIONS.

and review of shop drawings and hydraulic calculations (deferred submittal) during Construction Administration. The selected Fire Protection Contractor will be the "Engineer of Record."

e. Electrical design including normal power, emergency power, mechanical equipment power, equipment room layouts, receptacle layouts and circuiting. Power requirement coordination with low-voltage system(s) consultant(s).
f. Lighting design including interior lighting, exit/egress design, parking lot lighting, circuitry, lighting controls, and fixture schedules.
g. Fire alarm system will be designed via a performance specification with general device layouts shown on plans.
h. If required by AHJ, prepare prescriptive energy code compliance documentation (COMcheck or equivalent). Envelope construction information and surface areas will be provided to ME Engineers by the Architect for energy code compliance verification. As Architect of Record, Architect will seal the relevant sections of the energy code compliance statement. If required, an energy model can be provided for energy code compliance; however that Work is subject to an additional service fee.
i. Production in Revit software in accordance with, and per the limits established by, Exhibit A, "ME Engineers' BIM Protocols."

2. Existing Renovation
   a. Evaluate and provide recommendation and design for the expansion of the existing digital building automation system to the new building scope.
   b. The specification of new plumbing fixtures where required in renovated restrooms or locker rooms.
   c. Note for the adjustment of fire sprinkler heads where ceiling updates affect layouts or types.
   d. Design receptacle layouts in renovated areas, where required. It is assumed existing electrical equipment is sufficiently sized for minor renovation work and new equipment will not be required.
   e. The design of lighting layouts and lighting control in affected renovated areas.
   f. The notation for the adjustment of fire alarm devices in renovated areas.
   g. Production in Revit software in accordance with, and per the limits established by, Exhibit A, "ME Engineers' BIM Protocols."
   h. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

**SCHEMATIC DESIGN PHASE**

1. Meet with the architect and design team to fully understand the schedule, scope of our work, design goals, and construction budget.
2. Review alternative systems, which may include sketches for pricing purposes along with a list of advantages and disadvantages. This may include an evaluation of available utilities and existing conditions.
3. Attend necessary conferences and be available for general consultation.
4. Prepare drawings, which will include schematic diagrams, approximate space requirements, and indicate preliminary equipment for the mechanical, electrical, fire protection, plumbing and specialty systems.
5. Prepare brief narrative which may include a written system description to establish the scope of work and aid in pricing by others.
6. Develop design criteria for the MEP systems to be used for Architect and Owner's review and approval.
7. Participate/review independent contractor's budget estimates.
8. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

**DESIGN DEVELOPMENT PHASE**

1. Continue to meet with the Architect, other consultants, and Owner to fully define the nature and scope of work for this part of the project.
2. Meet with representatives from The Building and Fire Departments to determine Code Requirements for the facility. Coordinate with Code Consultant (if applicable) to fully understand unique code implications.
3. Meet with utility providers to understand design requirements, processes, and schedule.
4. Prepare documents to establish and describe the systems to be used in the project based on the results of the schematic design phase. This will include defining materials, major equipment,

schedules and approximate space requirements. General system layouts will be developed for coordination with other disciplines.
5. Prepare a draft specification representative of the final specification for the project. This will include relevant sections of our master specification and an initial edit.
6. Participate/review independent contractor's budget estimates.
7. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

**CONSTRUCTION DOCUMENT PHASE**

1. Plans and specifications will be finalized during this phase for competitive bidding of the MEP systems. The plans will be computerized using Revit 2022. The specifications will be in standard CSI format for inclusion in a project manual.
2. ME Engineer's personnel will attend meetings with the design/construct team during this phase to support the project.
3. Analyze site and utility data furnished by the Civil Engineer. Coordinate data with utility companies, Architect, and other consultants.
4. Present and review plans and specifications at intermediate completion levels with team to verify the systems and details comply with the Owner's required criteria.
5. Assist Architect and other consultants in coordinating the MEP work with other divisions of the design documents.
6. Participate/review independent contractor's budget estimates.
7. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

**CONSTRUCTION ADMINISTRATION PHASE**

1. Review of shop drawings, manufacturer's submitted data, and samples furnished by the contractor.
2. Furnish interpretation of the construction documents as requested by Architect to resolve construction and interference conflicts.
3. Conduct up to 3 site visits during this phase to observe and report on general compliance with the engineering design documents. After each visit, provide a written report to Architect stating observations regarding compliance with the Contract Documents.
4. Perform a final observation and prepare a checklist of deficiencies or omissions observed.
5. Review of warranties and related documents required by the Contract Documents and assembled by the Contractor.

**EXCLUSIONS**

The following services are excluded or subject to an additional fee:

1. Preparation of documents for multiple bid packages ~~or accommodate bid alternates.~~
2. Participation in Value Engineering meetings and/or redesigns after the Construction Documents phase has begun.
3. Computerized analysis of building operations for purposes of comparing system types, projecting system or operation cost, projecting system payback, LEED certification, or Energy Code compliance documentation.
4. Site utilities design beyond 5'-0" of the building.
5. Acoustical and or vibration analysis or design.
6. Specialty lighting design and digital renderings.
7. Lighting photometric calculations for areas designed by specialty lighting design consultant. Including but not limited to entitlement site lighting photometric calculations.
8. Street Lighting Design.
9. Solar studies including daylighting evaluation, glare studies, calculations, modeling or simulations.
10. Humidification system design.
11. Design of the following Technology Systems are excluded and are provided as an alternate service. (Refer to separate technology systems proposal)
12. Attendance at weekly project meetings during construction.
13. Load readings on existing electrical systems.
14. Commissioning of mechanical or electrical systems. This can be provided for additional fee.
15. Analysis associated with local utility demand side management, thermal storage, or other rebate programs feasibility.

16. Using CAD/Revit standards or layering strategy, project specifications or design standards other than ME Engineers in-house standards.
17. Off-site utility provider study and analysis.
~~18. Underdrain, perimeter drain, and other foundation drainage systems.~~
19. Work associated with Green Building Rating/Certification System Efforts. See Optional Services.

**FEE PROPOSAL**

The following fee(s) are scheduled for your use and are negotiable. We propose a lump sum fee with the allocations as noted below.

| | |
|---|---|
| Schematic Design | $35,000 |
| Design Development | $57,000 |
| Construction Documents | $104,000 |
| Construction Admin. | $44,000 |
| Total | $240,000 |

**OPTIONAL SERVICES**

The following optional services are offered for your consideration:

1. Energy Modeling for Code Compliance (for projects that are not able to comply prescriptively and/or though the envelope tradeoff options)
   Create a whole-building energy model (BEM) to demonstrate energy code compliance via the 'performance path' in ASHRAE or the IECC Standards.
   **Additional Fee To Be Determined Once System Types and Output Criteria are Quantified**

2. Commissioning for IECC 2015 Compliance
   Per the 2015 IECC the project will require commissioning prior to occupancy. City of West Lake Hills requires the Commissioning Agent be identified prior to issuing a building permit. This added service scope is to serve as Commissioning Agent (CxA) for commissioning the building MEP systems in compliance with the requirements of Section C408 of the 2015 IECC. This effort will be limited to HVAC, plumbing and electrical systems as noted in the code. This does not include the Commissioning effort required for LEED Certification.
   Additional Fee $ 16,000.00

3. Smoke Control Modeling
   Utilize CONTAM software for smoke control modeling and analysis. Depending on project specifics and AHJ requirements, Smoke Control Modeling will be used to establish requirements for stair pressurization, hoistway pressurization, floor exhaust and/or pressurization, and atrium exhaust. Results will then be used to design the applicable systems. Scope includes providing a Rational Analysis Report for submission to Building Department. Scope does not include Special Inspector services, which may be required by Code.
   **Additional Fee: TBD once project requirements are defined**

**FEE CONDITIONS**

1. Additional Services
   For any additional services not included above, a lump sum fee will be negotiated or we will be compensated on a time basis at our prevailing hourly rate schedule.
2. Reimbursables
   Reimbursable expenses will be billed monthly at cost plus 10% for the following: Long-distance telephone calls; travel costs to the site, including transportation and subsistence; messenger service; express mail; printing costs (except for the normal exchange of drawings during design) for distribution of plans and electronic submittal record copies.
3. Schedule and Continuity
   We understand the project will run without interruption and is scheduled for completion on or before

2025. If there are extended delays beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation.

**TERMS AND CONDITIONS**
(See EXHIBIT "B")

If acceptable, please sign below and return a signed copy to ME Engineers for our records. This proposal, together with all attached Exhibits, will create a binding contract between the parties. We must receive a signed copy of this proposal prior to performing substantial work.

We thank you for this opportunity, and we are looking forward to working with you on this project.

Sincerely,

Tim deNagy

**Tim deNagy, P.E.**
**Senior Electrical Associate**

**M-E ENGINEERS, INC.**

Approved and accepted this 24TH day of OCTOBER, 2022.

**Brinkley Sargent Wiginton Architects**

By: _____
DENNY BOLES

Title: SENIOR PRINCIPAL

me | engineers

me | engineers

ME Engineers
1825 Market Center Blvd, Suite 600
Dallas, TX 75207
Office: 214.741.1589
me-engineers.com

**ME ENGINEERS**
**HOURLY RATE SCHEDULE – 2022**

**DALLAS OFFICE**

| | |
|---|---|
| Senior Principal | $300/hr. |
| Principal | $280/hr. |
| Associate Principal | $260/hr. |
| Sr. Associate | $240/hr. |
| Associate | $225/hr. |
| Senior Project Manager | $215/hr. |
| Project Manager | $190/hr. |
| Project Engineer | $160/hr. |
| Designer | $140/hr. |
| Sr. BIM Coordinator | $130/hr. |
| BIM Coordinator | $125/hr. |
| CAD Technician | $115/hr. |
| Administrative Staff | $110/hr. |

***An additional 10% cost will be charged on all reimbursable expenses such as travel, rental car, hotel, postage, overnights, long-distance telephone, printing, etc.***

# ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, included as part of the Project.

**Purpose of the Model:**
The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

**Expectations for Limits of Modeled Elements:**
The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

**Level of Development (LOD):**
The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

**Model Content Requirements.** Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

**Authorized Uses.** The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

**Application.** An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

**Model Content Requirements.** Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

**Authorized Uses.** The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

**Application.** An LOD 200 model will apply to the Design Development phase.

LOD 300:

**Model Content Requirements.** Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

**Authorized Uses.** The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

**Application.** An LOD 300 model will apply to the Contract Document phase.

LOD 400:

**Model Content Requirements.** Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

**Authorized Uses.** The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

**Application.** An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers does not include an LOD 400 model.

LOD 500:

**Model Content Requirements.** Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

**Authorized Uses.** The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

**Application.** An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers does not include an LOD 500 model.

**Clash Detection:**
It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

**Availability of Model**:
The model will be made available subject to the Terms of the Prime Agreement.

**Contractor's Role**:
The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

**Integrated Project Teams:**
When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers and shall be implemented without additional liability to ME Engineers.

**Ownership of Documents**:
The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.

## ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers shall perform the services outlined in this agreement for the stated fee arrangement.

**Access To Site**:
Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**Dispute Resolution**: PER PRIME AGREEMENT - EXHIBIT A
~~Any claims or disputes made during design, construction or post-construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~

**Billing/Payments**:
Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, ~~without waiving any claim or right against the Client, and without liability whatsoever to the Client,~~ terminate the performance of the service.

**Late Payments**:
Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

**Indemnification**:
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

**Certifications**:
Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

**Limitation of Liability**: PER PRIME AGREEMENT - EXHIBIT A
~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed $2,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

**Verification of Existing Conditions Clause**:
Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, (the Client) agrees to indemnify and hold ME Engineers harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

**Termination of Services**:
This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents**:
~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~

EXHIBIT I

ACCESS by DESIGN

19 September 2022

Denny Boles
**Brinkley Sargent Wiginton Architects**
1005 E St. Elmo St., Bldg. 8
Austin, TX 78745

**Re: Burleson Police Facility Renovation & Addition**
**Burleson, TX**
**Proposal for Accessibility Consulting Services**

Dear Mr. Boles:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent Wiginton Architects (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Burleson Police Facility Renovation & Addition project. We look forward to the opportunity to work with you.

**Project Scope**

We understand this project to consist of a renovation to approximately 62,500 SF with an estimated construction cost of $23,232,103. Access by Design proposes to provide the following services:

- Access by Design will perform a preliminary plan review of documents provided by the Architect. The project will be evaluated for compliance with the Texas Accessibility Standards and findings will be documented in a written report.
- Access by Design will perform a TAS plan review of permit submittal drawings as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report. This fee shall include up to one revisions review.
- Access by Design will perform a TAS site inspection upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including photos of any noncompliant conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of $190 per hour, two hours minimum.

**Proposed Fees**

| | |
|---|---|
| Preliminary Plan Review | $ 1,210 |
| TAS Plan Review | $ 1,510 |
| TAS Inspection | $ 1,510 |
| TDLR Project Filing Fee | $ 175 |
| **Total** | **$ 4,405** |

PRELIMINARY INSPECTION $1,210 $5,615

**Reimbursable Expenses**

Access by Design will require reimbursement for out-of-pocket expenses, including TDLR Project Filing Fee and travel fees based upon round trip mileage, where applicable.

ACCESS by DESIGN

**Schedule**

- The preliminary plan review will be performed and the report furnished to the Architect and Owner within 30 days of receipt of drawings for review.
- The TAS plan review will be performed and the report furnished to the Architect and Owner within 30 days of receipt of permit submittal drawings, project registration, and plan review fees.
- The TAS site inspection will be performed and the report furnished to the Architect and Owner within 30 days of receipt of a completed Request for Inspection Form (RFI), inspection fees and travel fees, provided that project construction is complete.

**Assumptions and Exclusions**

- Consultant Services do not include architectural or engineering services. The preparation of design drawings, construction documents, construction estimates or construction pricing is not included in the scope of this work.
- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- The report or work product provided by Access by Design does not constitute legal, human resources, accounting or financial advice.
- Access by Design does not claim to be licensed, endorsed, or otherwise certified as a federal "ADA" reviewer or inspector.
- Access by Design does not assert that the proposed plan review and inspection services satisfy or replace reviews and inspections required by city building departments and local code authorities.
- In the event that the Architect and/or Owner and Access by Design jointly agree that additional consulting services are required for this project, Access by Design would offer a proposal for those services as an additional expense.

If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,

Kimberly J. Goss
President

ACKNOWLEDGED AND APPROVED BY:

Signature

OCTOBER 24, 2022
Date

DENNY BOLES
Name / Title SENIOR PRINCIPAL

BSW ARCHITECTS
Company

EXHIBIT J

Carrillo Engineering
Carrillo Engineering LLC

301 Commerce Street
Suite 1410
Fort Worth, TX 76102
817-697-4996
anna.carrillo@carrilloeng.com

City of Burleson Police Facility
Estimated Budget Amounts for Civil Professional Fees
Proposed Bldg and Associated Site Improvements
1161 SW Wilshire Blvd, Burleson, TX 76028
September 20, 2022

As requested, please find below a summary of projected site civil engineering fees for the above referenced project. We have also included Additional Services as requested, which we can provide if required and/or requested by the Client and/or Owner.

Project Understanding

Civil engineering plans will include site civil plans for "private" improvements onsite including the following:

1. Paving plans and site dimensional control plans;
2. Utility plans for utilities to serve the proposed building
3. Drainage plans
    a. This scope assumes onsite detention will be required.
    b. Will include an Erosion Control Plan. We understand a SWPPP will be provided by the Contractor.
    c. This does not include effort to design for Storm Water Quality or Green Storm Water Infrastructure. If required, this will be considered additional services.
4. Grading plans for site improvements.
5. Given this scope of services assumes all site improvements will be private it does not include preparation of plans for public infrastructure. If required, these will be considered additional services.
6. If the proposed building footprint lies on existing easements, these will need to be abandoned and/or revised. We have included effort for this in the Additional Services table below based on an assumed 24 hours of effort and preparation of up to (2) metes and bounds easement exhibits.
7. We included fee for up to ten (10) project meetings throughout project.

8. PROVIDE DEMOLITION PLANS AS NECESSARY.

Fees

Below are the proposed fees for the project tasks anticipated for this project. All fees listed are Lump Sum unless otherwise noted.

Basic Services:

| Task | Fee | Percent of Total |
|---|---|---|
| Schematic Design | $17,250 | 15% |
| Design Development | $23,000 | 20% |
| Construction Documents | $40,250 | 35% |
| Bidding & Negotiation | $3,450 | 3% |
| Construction Administration (Includes up to 4 site visits including a punch walk) | $31,050 | 27% |
| SITE PLAN SUBMITTAL AND APPROVAL | $12,000 | **100%** |
| | $127,000 | |

Carrillo Engineering
Carrillo Engineering LLC

301 Commerce Street
Suite 1410
Fort Worth, TX 76102
817-697-4996
anna.carrillo@carrilloeng.com

| **Additional Services (if required)** | | |
|---|---|---|
| Topograhic Survey (7 acres). The site boundary will be included based on the final plat boundary. | $20,000 to $24,000 | |
| Re-platting (7 Acres) | $8,500 + tax | |
| ~~Site Plan Submittal and Approval~~ | ~~$12,000~~ | |
| Easement Abandonment/Revisions (up to 2 easements) | $8,000 | |
| Franchise Utility Coordination (based on 30 hours of effort) | $5,000 | |
| Reimbursable Expenses Allowance | $2,500 | |

Services Excluded from this Proposal

- Submittal Fees;
- Boundary Survey;
- Subsurface Utility Engineering (SUE);
- Tree Survey;
- Offsite Drainage Study or Grading Permit;
- Easement Documents other than noted above;
- Public Infrastructure Plans;
- Traffic Impact Analysis;
- Zoning, PD, Special Use Permit, or other entitlement process or Updates;
- Traffic and Transportation Management Plan;
- Storm Water Pollution Prevention Plan, Implementation or Inspections;
- Landscape and Irrigation Plans or Tree Mitigation Plans;
- Franchise Utility Coordination other than noted above;
- Design of Gas, Chilled Water, Steam, Electric or Communication Systems;
- Site Lighting or Photometrics;
- Geotechnical Reports or Paving Section Recommendations;
- Structural Retaining Wall Design and/or Permitting (over 4 ft from footing to top of wall); and
- Any item not included in the Scope of Services above

Fees include effort to address up to two (2) rounds of reasonable review comments from each respective review agency and/or Client and don't include changes to design intent from either Client or City. Fee amounts shown below are labor costs only and exclude application fees, etc. to be paid by Client or Owner.

DENNIT BOWES
SENIOR PRINCIPAL
OCTOBER 24, 2022

MEP/ENERGY CONSULTANTS

HCE HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FAX: (512) 218-0077

EXHIBIT K

December 16, 2020

Brinkley Sargent Wiginton Architects
1005 E. St. Elmo St., Bldg. 8
Austin, Texas 78745

ATTN: Denny Boles

RE: Burleson Police Renovation & Addition

# Burleson Police Renovation & Addition

## Engineered Commissioning Scope Proposal

Engineered Commissioning Plan shall be developed by a Professional Engineer and puts building in compliance with current IEEC 2015 Code requirements for HVAC.
Per your request the following attachment describes the scope of commissioning for the HVAC system and for the project.

**Burleson Police –**
**Reno - Approx. 28,000sf -**
**New Construction – Approx. 34,000sf**

- Sensors approx. 75-80%
- Units
  - Detail testing 35 – 50%
  - Global testing ALL
  - Reviewed in commissioning software 100%

**Scope : Mechanical / Electrical / Plumbing Systems**

**Line items with xx% see bottom of proposal for percentage to be detail tested for fee.**

a. Develop Commissioning plan for project and coordinate with project schedule.

b. Conduct commissioning meetings during project with Contractors to cover commissioning items for project as required. (kick-off, pre-commissioning site walk, as needed during commissioning)

c. Issue prefunctional checklist as needed and/or review Contractor Start-Up Reports.

d. Performance verification and documentation during functional testing of systems per design engineer's plans and specifications and provide associated reports and issues log.

e. Check calibration of **65 - 80%** DDC space temperature sensors against temperature indication on DDC control system.

f. Check operation of **50%** $CO_2$ sensors.

g. Check detailed functional testing of heating and cooling sequences for **35-50%** of the HVAC units. (Units not selected for detailed testing will be tested globally as allowed by owners DDC system.)

h. Check 100% of MAUs operating in proper sequences.

i. Check and verify operating schedules for **35-50%** mechanical units, exhaust fans and pumps are per owner requirements.

j. Check operation of **35-50%** exhaust fans to insure operating per specified sequence.

k. Review Test and Balance report.

l. Review temperature set points in controls for both occupied and unoccupied modes are set document and send to Owner, Owner to confirm. In BAS controls.

m. Coordinate with Engineer, General Contractor and Sub-Contractors on problems that arise during commissioning process and document solutions.

n. Review HVAC control graphics for each unit type. Owner and Controls Contractor during commissioning process to confirm graphics meet Owner standards.

o. Spot check lighting controls are programmed and operating per plans and owner requirements.

p. Spot check water heaters as needed.

q. Final % of equipment and sensors to have detailed functional testing to be determined based on final mechanical design when equipment quantity and system type is known, to match fee provided.

r. Additional after hours site visits for Commissioning and field verifications of afterhours operation will be billed hourly.

**Building Envelope (As it affects Building Performance and Comfort) (max 2-3 trips)**

a. Spot Check building envelope during construction for drain plane integrity.

b. Spot Check building envelope during construction for thermal plane integrity.

c. Spot Check base flashing during construction.

d. Spot Check window flashing during construction.

e. Spot Check mechanical unit flashing during construction.

f. Provide report for each trip.

**General and items not in scope.**

a. **If repeated Re-Commissioning of systems is required due to lack of Contractor Performance, the contractor will bear the cost of the Re-Commissioning Work. This will be communicated in writing before Re- Commissioning begins. (recommissioning due to contractor non performance is Minimum $2,500 charge per trip)**

b. For Mechanical Commissioning to begin on a unit

   a. Mechanical Start-up must be completed with forms turned in.

   b. Test & Balance must be completed and turned in.

   c. Any Pre-functional Forms must be completed and turned in. (controls and mechanical)

c. Owner should retain money from Mechanical, Controls, T&B contract until ALL commissioning items have been satisfactorily completed.

d. Test and Balance is NOT part of this contract.

e. Weekly meetings not in scope, only meetings required by commissioning agent.

f. Extra review of engineering submittals no in scope.

g. 3rd party review of Engineering not in scope.

h. Envelope commission not part of base mechanical scope, option included as listed.

It is expected that the Mechanical Contractor, Test and Balance Contractor and Controls Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed. Contractors will submit information on Commissioning software as needed by Commissioning Agent. Contractor to maintain monthly license of commissioning software for duration of commissioning process. Contractors are required to respond to commissioning items through online cloud based commissioning software and carry software license for duration of project. (www.fieldwire.com)

**Currently all equipment (sensors, thermal cameras, data loggers) used by HCE are included in fee.**

**Total Fee for Mechanical Commissioning = $95,000**

**Optional Envelope = $10,000 (2-3 Site Visits with reports)**

No travel reimbursement included in base fee. Travel will be billed as "Trip Charge" to include miles, hotel, meals, etc., flat charge per trip.(no back-up to be provided for reimbursement billed as flat trip charge)

Travel reimbursement "Trip Charge" **per trip** = **$600.00**

If there are any additional required services and required retesting shall be billed at the following hourly rate:

| COMMISSIONING SERVICES | RATE |
|---|---|
| PRINCIPAL COMMISSIONING AGENT | $275.00 |
| LEAD COMMISSIONING TECH | $225.00 |
| COMMISSIONING TECH | $165.00 |
| ADMINISTRATIVE/CLERICAL | $ 80.00 |

The terms of this proposal are subject to change if not accepted within 30 days.

**If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.**

Your business is appreciated.

BSW

BY: _____
DENNIS BOLES

DATE: DECEMBER 20, 2022

HCE

BY: _____

DATE: _____

EXHIBIT L

**PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES**
19 September 2022

This is a proposal submitted by **KENDALL +** Landscape Architecture (called Landscape Architect), address: 6976 Santa Barbara, and Dallas, Texas 75214.

**Brinkley Sargent Wiginton Architects** (called Architect) agrees to employ the Landscape Architect to provide professional services for the landscape development associated with the **Burleson Police Building – Burleson, Texas.**

6. (1) ON-SITE MEETING TO REVIEW DESIGN WITH CITY.

## I. PROJECT DESCRIPTION

A. Police Building
B. Courts
C. Training Center
D. Support Buildings
E. Associated parking.

## II. SCOPE OF SERVICES

The Landscape Architect will provide the following Landscape Architectural services:

A. Schematic Design
   1. Conduct a project initiation meeting with Architect to establish the design intent and program requirements. Obtain all available site information and budget considerations.
   2. Conduct a site analysis to understand the opportunities and constraints inherent in the site.
   3. Prepare a schematic design plan and graphics that include:
      a. Plaza design
      b. Planting design
   4. Prepare preliminary cost estimates for the schematic design solution.
   5. Review the plan and estimates with the Architect and other Consultants for input and approval to proceed.

B. Burleson Landscape Ordinance Requirements review and approval

C. Construction Documents
   1. Prepare final construction documents for the Hardscape items:
      a. Horizontal control for the pedestrian spaces.
      b. Vertical control and drainage for the pedestrian spaces.
      b. Lighting fixture selection at the pedestrian spaces.
   2. Prepare final construction documents for the Softscape items:
      a. Final planting plans for the project, including locations and identification of all plant materials and plant list showing quantities, sizes, varieties and conditions of materials.
      b. Final irrigation plans for the project.
   3. Details.
   4. Technical specifications.
   5. Prepare bidding documents.
   6. Coordinate work with the consultants.
   7. Review all work with the Architect and Consultants for input and approval before issue of bidding set.

D. Bidding
   1. Prepare and solicit bid proposals as part of the architectural package.
   2. Make any necessary Addenda for bidding and prior to construction.
   3. Assist the Architect in final bid evaluation.

E. Construction Observation
   1. Check and approve construction materials samples, shop drawings and any other submissions for conformance with contract documents and design intent.
   2. Make 2 trips to the site to assist the Architect in observing the progress, process, and quality of the installation of applicable Hardscape and Softscape items.
   3. Provide the Architect with 2 field reports documenting site activity observed with any recommendations regarding the construction necessary to assure conformance to contract documents, desired quality, and design intent.
   4. Approve plant materials to be used on the project.

5. Approve the staking of tree locations, plant materials layout and quality of planting installation.
6. Approve the staking of irrigation head locations, materials layout and quality of the irrigation system installation.
7. Conduct final inspection of the landscape and site development and, upon completion of the punch list items; recommend acceptance to the Architect.

## III. COMPENSATION

A. See Schedule "A" attached for compensation.
B. Fees will be charged monthly for the percentage of work completed plus reimbursable expenses incurred.
C. Payment is due upon 30 days of receipt and is payable to the offices of Kendall + Landscape Architecture, 6976 Santa Barbara, Dallas, Texas 75214.

## IV. ADDITIONAL SERVICES

A. Payment for such services will be mutually agreed to prior to initiating the services and will be billed on same monthly basis plus reimbursable expenses.
B. Hourly rates for additional services shall be billed as shown below:

| | |
|---|---|
| Principal | $185.00 per hour |
| Project Landscape Architect | $120.00 per hour |
| Clerical | $80.00 per hour |

C. The following additional services may be included in this scope of services if authorized in writing by the Architect.
   1. Revisions to drawings previously approved by the Architect.
   2. Services of consultants other than stated above.
   3. Preparation of as-built drawings.
   4. Construction surveying, staking, and verification.
   5. Public presentations and additional presentations beyond those outlined above.
   6. Assist the Architect in making decisions on all claims except those regarding the scope of work stated in this contract.
   7. Representation in litigation and/or negotiations.
   8. Changes to drawings caused by inaccurate survey information.
   9. Change Orders as caused by participants other than the Landscape Architect.
   10. Fountain equipment design and documentation.
   11. LEED design and/or documentation.
   12. Planned Development creation or existing modification.
   13. Tree survey will be provided by a surveyor.

## V. ARCHITECT'S RESPONSIBILITIES

A. The Architect will provide full information about requirements for this part of the project including the program requirements and layouts of known site features or restrictions.
B. The Architect will furnish the Landscape Architect with a copy of the certified survey of the site showing information pertinent to this part of the project.
C. If, during any visit to the project, the Architect or his representative observes or otherwise becomes aware of any defect in this project, prompt written notice will be sent to the Landscape Architect.

## VI. TERMINATION OF AGREEMENT

A. This agreement is terminated upon written notification from the Architect. It also may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other.
B. In the event of termination due to the fault of others than the Landscape Architect, the Landscape Architect shall be paid for services performed to termination date, including reimbursements then due, plus terminal expenses necessary to end these services and send any pertinent documents to the Architect.

## VII. INITIATION

If the Agreement is satisfactory, the Architect can initiate the services described above by signing both copies and returning one copy for the Landscape Architect's file.

The Landscape Architect will initiate these services upon receipt of that authorization.

Respectfully submitted,

Michael S. Kendall, ASLA

**KENDALL +** Landscape Architecture

19 September 2022

**Accepted**

DENNY BOLES
**Printed Name**

SENIOR PRINCIPAL
**Title**

OCTOBER 24, 2022
**Date**

**SCHEDULE "A"**

19-Sep-22

The Landscape Architect shall be compensated as follows:

| | Total | | |
|---|---|---|---|
| 1. Schematic Design | $8,500.00 | | |
| 2. Design Development - Code and DRC Review | $5,000.00 | Landscape | Irrigation |
| 3. Construction Documents | $6,500.00 | $4,000.00 | $2,500.00 |
| 4. Bidding | $500.00 | | |
| 5. Construction Observation | $3,500.00 | | |
| Total Design Fee | $24,000.00 | | |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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**

**Certificate Number:**
2023-971991

**Date Filed:**
01/13/2023

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Brinkley Sargent Wiginton Architects, Inc.
Dallas, TX United States

**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.**
CSO#1967-02-2022
Architectural services for Police Department Renovation

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Greer, Don | Austin, TX United States | | X |
| Goodman, Charles | Dallas, TX United States | | X |
| Boles, Denny | Austin, TX United States | X | |
| Springs, Stephen | Dallas, TX United States | X | |
| Read, Gregory | Dallas, TX United States | X | |
| Sargent, Harold | Dallas, TX United States | X | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐ [redacted]

**6 UNSWORN DECLARATION**

My name is Denny Boles, and my date of birth is _____.

My address is 1005 E. Saint Elmo Rd.,Bldg 8 (street), Austin (city), TX (state), 78745 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County County, State of Texas, on the 13 day of January (month), 20 23 (year).

[signature]

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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**

**Certificate Number:**
2023-971991

**Date Filed:**
01/13/2023

**Date Acknowledged:**
01/19/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Brinkley Sargent Wiginton Architects, Inc.
Dallas, TX United States

**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.**

CSO#1967-02-2022
Architectural services for Police Department Renovation

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Greer, Don | Austin, TX United States | | X |
| Goodman, Charles | Dallas, TX United States | | X |
| Boles, Denny | Austin, TX United States | X | |
| Springs, Stephen | Dallas, TX United States | X | |
| Read, Gregory | Dallas, TX United States | X | |
| Sargent, Harold | Dallas, TX United States | X | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: 7545B3AB-A5DC-40C4-B9CA-FF987DB02898

CSO#5772-03-2025

# AIA® Document G802® – 2017

## *Amendment to the Professional Services Agreement*

**PROJECT:** *(name and address)*
Burleson Police Renovations

**AGREEMENT INFORMATION:**
Date: January 18, 2023

**AMENDMENT INFORMATION:**
Amendment Number: 001
Date: March 5, 2025

**OWNER:** *(name and address)*
City of Burleson
141 W. Renfro St.
Burleson, TX 76028

**ARCHITECT:** *(name and address)*
Brinkley Sargent Wiginton Architects, Inc.
5000 Quorum Drive Suite 600
Dallas, TX 75254

The Owner and Architect amend the Agreement as follows:
Additional services due to revised project scope.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Refer to Exhibit A - $1,246,432

Schedule Adjustment:
100% CDs issued end of June 2025.

**SIGNATURES:**

| | |
|---|---|
| Brinkley Sargent Wiginton Architects, Inc. | City of Burleson |
| **ARCHITECT** *(Firm name)* | **OWNER** *(Firm name)* |
| | Signed by: Tommy Ludwig 234EB... |
| **SIGNATURE** | **SIGNATURE** |
| Denny Boles, AIA, President | Tommy Ludwig, City Manager |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| | 3/28/2025 |
| **DATE** | **DATE** |

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**User Notes:** (3B9ADA35...)

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# EXHIBIT A

## Burleson Police Renovation and Addition

## Additional Services

## 3/5/2025

| | | |
|---|---|---|
| Architectural/MEP/Structural Basic Services – Building | | |
| Current Building Design (2/17/2025) | | |
| 8% of $38,494,306 | $3,079,544 | |
| Original Contract (1/18/2023) | | |
| 8% of $23,232,103 | $1,858,568 | |
| **Additional Supplementary Services** | | **$1,220,976** |
| Programming | | |
| Current Building Design | $15,000 | |
| Original Contract | $15,000 | |
| **Additional Programming Services** | | **$0** |
| ICC-500 Storm Shelter | | |
| Current Building Design | $16,500 | |
| Original Contract | $ 0 | |
| **Additional Structural Fees** | | **$16,500** |
| Perimeter Site Walls and Mechanical Yard Screen Wall | | |
| Current 103,851 Design | $19,800 | |
| Original Contract | $ 0 | |
| **Additional Structural Fees** | | **$19,800** |
| Civil On-Site Engineering | | |
| Current Building Design | $126,500 | |
| Original Contract | $126,500 | |
| **Additional Civil Fees** | | **$0** |
| Civil Flood Study | | |

Docusign Envelope ID: 7545B3AB-A5DC-40C4-B9CA-FF987DB02898

| | | |
|---|---|---|
| Current Building Design | $19,250 | |
| Original Contract | $ 0 | |
| **Additional Civil Fees** | | **$19,250** |

Civil Drainage Study

| | | |
|---|---|---|
| Current Building Design | $9,350 | |
| Original Contract | $ 0 | |
| **Additional Civil Fees** | | **$9,350** |

Civil Re-Platting

| | | |
|---|---|---|
| Current Building Design | $10,450 | |
| Original Contract | $ 0 | |
| **Additional Civil Fees** | | **$10,450** |

Civil Easement Abandonment/Revisions

| | | |
|---|---|---|
| Current Building Design | $8,800 | |
| Original Contract | $ 0 | |
| **Additional Civil Fees** | | **$8,800** |

Civil Franchise Utility Coordination

| | | |
|---|---|---|
| Current Building Design | $5,500 | |
| Original Contract | $ 0 | |
| **Additional Civil Fees** | | **$5,500** |

Civil Site Submittal Process

| | | |
|---|---|---|
| Current Building Design | $13,200 | |
| Original Contract | $13,200 | |
| **Additional Landscape Fees** | | **$0** |

Landscape Design Services

| | | |
|---|---|---|
| Current Building Design | $28,050 | |
| Original Contract | $26,400 | |
| **Additional Landscape Services** | | **$1,650** |

Docusign Envelope ID: 7545B3AB-A5DC-40C4-B9CA-FF987DB02898

| | | |
|---|---|---|
| Technology / AV Services | | |
| Current Building Design | $117,700 | |
| Original Contract | $88,000 | |
| **Additional Technology Fees** | | **$29,700** |
| Acoustic Design (HVAC) | | |
| Current Building Design | $15,400 | |
| Original Contract | $15,400 | |
| **Additional Acoustic Fees** | | **$0** |
| Building Commissioning Services | | |
| Current Building Design | $76,670 | |
| Original Contract | $115,500 | |
| **Reduced Commissioning Fees** | | **($38,830)** |
| Accessibility Services | | |
| Current Building Design | $7,760 | |
| Original Contract | $6,177 | |
| **Additional Accessibility Fees** | | **$1,583** |
| Interior Design/Furniture Selection Services | | |
| Current Building Design | $186,453 | |
| Original Contract | $249,750 | |
| **Additional Interior Design/Furniture Selection Fees** | | **($63,297)** |
| Exercise Equipment Coordination | | |
| Current Building Design | $5,000 | |
| Original Contract | $ 0 | |
| **Additional Record Drawings Fees** | | **$5,000** |
| Record Drawings | | |
| Current Building Design | $12,000 | |
| Original Contract | $12,000 | |
| **Additional Record Drawing Fees** | | **$0** |

Docusign Envelope ID: 7545B3AB-A5DC-40C4-B9CA-FF987DB02898

| | | |
|---|---|---|
| Reimbursables | | |
| Current Building Design | $55,000 | |
| Original Contract | $55,000 | |
| **Additional Record Drawing Fees** | | **$0** |
| **TOTAL ADDITIONAL SERVICE** | | **$1,246,432** |

# AIA® Document G802® – 2017

## *Amendment to the Professional Services Agreement*

**PROJECT:** *(name and address)*
Burleson Police Renovations

**AGREEMENT INFORMATION:**
Date: January 18, 2023

**AMENDMENT INFORMATION:**
Amendment Number: 002
Date: October 8, 2025

**OWNER:** *(name and address)*
City of Burleson
141 W. Renfro St.
Burleson, TX 76028

**ARCHITECT:** *(name and address)*
Brinkley Sargent Wiginton Architects, Inc.
4851 LBJ Freeway, Ste. 800
Dallas, TX 75244

The Owner and Architect amend the Agreement as follows:
Additional services due to revised project scope.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Additional Services: $146,500 (refer to Exhibit A)

Schedule Adjustment:
N/A

**SIGNATURES:**

| | |
|---|---|
| Brinkley Sargent Wiginton Architects, Inc. | City of Burleson |
| **ARCHITECT** *(Firm name)* | **OWNER** *(Firm name)* |
| | |
| **SIGNATURE** | **SIGNATURE** |
| Denny Boles, AIA, President | Tommy Ludwig, City Manager |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| October 8, 2025 | |
| **DATE** | **DATE** |

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**User Notes:** (3B9ADA48

**EXHIBIT A**

## Burleson Police Renovation and Addition

## Additional Services #2

## October 8, 2025

| | |
|---|---|
| Architectural/MEP/Structural Basic Services – Building | |
| Original Contract (1/18/2023) | $1,858,568 |
| Additional Services #1 (2/17/2025) | $1,220,976 |
| Current Basic Services | $3,079,544 |

**Additional A/E Basic Services**

| | |
|---|---|
| Structural Design Services | |
| Existing building roof structural analysis and design for new RTUs | $ 96,500 |
| MEP Design Services | |
| New RTUs at existing building | $ 25,000 |
| Architectural Services | |
| Provide new roof at existing building | $ 25,000 |
| Total Additional Services | $ 146,500 |
| Total Basic Services | $3,226,044 |

# City Council Regular Meeting

**DEPARTMENT:** **Capital Engineering**

**FROM:** **Eric Oscarson, Deputy City Manager**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on an amendment to CON#133-09-2024, a professional services contract with UES for material testing services for the Police Headquarters Renovation and Expansion Project in the amount of $191,149.50 for a total contract amount of $211,974.50. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.4 Implement the city's Capital Improvement Program<br>2.5 Develop and maintain facilities and utility services |
| **Beautiful, Safe, & Vibrant Community** | 3.3 Enhance emergency response services<br>3.4 Ensure public safety equipment and personnel needs are being met<br>3.5 Continue community policing and risk reduction programs |

## SUMMARY:

As part of the construction of the Police Headquarters Renovation and Expansion project, the city requires testing of multiple materials to verify that the earthwork and materials meet standards. Staff reached out to UES, who has been used on previous projects to assist in the request. Staff initially entered into an agreement for Phase 1 work, and is now requesting an amendment to allow for continued work on the full project.

## RECOMMENDATION:

Approval

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

September 2025 – Staff authorized a contract for the first phase of the project.

**REFERENCE:**

NA

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: $211,974.50
Account Number(s): FA2301
Fund: Construction

**STAFF CONTACT:**

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

# Burleson Police Headquarters Expansion Project

City Council
October 20, 2025

# Background

- May 7, 2022 – Burleson voters approved Proposition B for the public safety facility improvements and construction, which included the Police Headquarters Expansion.
- January 2023 – Council approved the selection of Brinkley Sargent Wiginton (BSW) as the architecture firm for the design of the Police Expansion project.
- June 2023 – Staff completed an evaluation of Construction Manager at Risk (CMAR) proposals, completed interviews, and selected Byrne Construction as the CMAR for the project.

# Background

- June 2023 – May 2024 – BSW completed comprehensive reviews of previous studies and schematic design.
- May 2024 – October 2024– BSW completed the design development phase.
- October 2024 – July 2025 – BSW completed construction documents.
- August 2025 – Council approved the initial Guaranteed Maximum Price (GMP) Contract
  - $9,036,361
  - Site Enabling, Earthwork, Site Utilities, Selective Demolition, Concrete, Structural Steel, Plumbing, and Electrical


POLICE
BURLESON POLICE
BURLESON POLICE DEPARTMENT


MILES DR.

# Available Funding

| Bond Issuance Year | Amount |
|---|---|
| FY22 | $1,200,000 |
| FY23 | $2,400,000 |
| FY24 | $4,000,000 |
| FY25 | $7,606,145 |
| FY26 | $13,607,500 |
| FY27 | $16,409,500 |
| Total | $45,233,145 |



# GMP #2

# Construction Manager at Risk (CMAR)

CMAR is a project delivery method in the construction industry where the construction manager provides pre-construction services and then acts as the general contractor, delivering the project with a Guaranteed Maximum Price (GMP).

During pre-construction services, the CMAR acts as a check to ensure that what the architect is designing can be built and within the project budget.

GMP is a construction contract that sets a ceiling on the total cost a project owner will pay, regardless of the actual cost incurred by the contractor.

If the project comes in under budget, the city receives the savings.

This allows us to shift risk off the city and onto the contractor.

# Byrne Construction

**Founded in 1923**
- 102 years of commercial building experience in North Texas

**Headquartered in Fort Worth**
- Byrne also has a full-service office in San Antonio

**$431 Million in Annual Contract Volume**

**105 Employees**

**Veteran-Owned**
- Largest Hispanic-Owned contractor in Texas

**Project Mix:**
- 89% Negotiated (CMAR / DB)
- 11% Competitive Bid

# Bidding Process and Requirements

A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work.

# Multiple GMPs

In certain cases, a project can be divided into multiple GMP packages based on the scope of the work.  This is often due to phasing of the project, long lead time items, project scope and multiple other factors.

The Police Headquarters Project has been split into two GMP packages.

# GMP 1 Early Release Package - $9,036,361

**Site Enabling** – Stormwater pollution protection (SWPPP), tree protection, supplemental layout/survey, SWPPP maintenance for duration of the project

**Earthwork** – Site demolition, mass grading, paving subgrade preparation, building pad preparation

**Site Utilities** – Site storm drain piping, domestic & fire water service, public water line, sanitary sewer service

**Selective Demolition** – Demolition of the canopy at the Municipal Courts Building

**Concrete** – Site Parking Paving

**Structural Steel** – Steel Package for entire project

**Plumbing** – Site natural gas line & temporary water to the construction office trailer

**Electrical**

- Purchase only of generator and automatic transfer switch
- Site underground work to install raceways under paving for site power, lighting, data & security systems

# GMP 2 Main Package

Landscaping and Irrigation

Perimeter Fencing

Concrete Sidewalks

Site Masonry

Pavement Markings

IT Cabling and Security

All Remaining Scope for Construction of Buildings B, C, D and renovation of Building A




# Construction Budget

**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

# Project Expenses

| Budget Item | Costs |
|---|---|
| Testing Services | $37,018 |
| Construction (GMP1&2) | $39,193,242 |
| FFE | $993,467 |
| Professional Services | $3,827,927 |
| Pipe Relocation | $1,200,000 |
| Survey | $15,200 |
| CMAR Pre-Construction Serv. | $15,000 |
| Total | $45,281,854 |
| Overage | **$48,709** |

Current Funding:
$45,233,145

Total Need:
$45,281,854

Overage:
$48,709

# Additional Expenses

**Testing Services**

- UES – $211,975

**Construction**

- Alt 1 – Outdoor Cooking - $26,262
- Alt 2 – Site Canopies - $189,611
- Alt 3 – Replace RTU/Roof - $754,741
- Alt 4 – Clean Duct Work - $127,618
- Earthwork - $360,014

**FFE**

- FFE - $500,000

**Prof. Services**

- BSW Inspection/Design - $146,500

**Pipe Relocation**

- Design Fees - $57,000

**Moving/Relocation**

- $60,000

**Misc. Expenses**

- $65,196

**EDP**

- 40,800

**Owners Representative**

- VMG - $433,672

**Permit Fees**

- $314,457

Base Project Overage - $48,709
Additional Expenses - $3,287,846
Total Funding Needs - $3,336,555

# Available Funding Option

**Projects Savings**

City Hall - $174,000

Street Projects - $260,125

Traffic Projects - $230,350

**Total - $664,475**

**Unallocated Funds**

CIP Cash - $20,000

CIP Bond - $190,000

**Total - $210,000**

**Impact Fee Transfers**

Hulen St. Project - $118,612

Currently Available - $993,087

# Additional Funding Options

- Existing funding is available in the Gas Royalty Fund in the amount of $396,340
- Additionally, staff anticipates earning $1.5M-$2M in interest income annually on bond proceeds over the next two years
- Staff recommends utilizing both these funding sources to address funding shortfalls in this project.
- Utilization of these funds will require appropriations by the City Council.

# Future Council Considerations

- Appropriation of annual interest income and gas royalty funds
- Purchase of FFE
  - $1,493,467
- Construction Amendment
  - New Roof/HVAC – $756,679
  - Cleaning of Existing Duct Work - $127,618

# October 20th Action Items

- Byrne Construction – GMP #2 with Alt 1 & 2 and Earthwork
- Brinkley Sargent Wiginton (BSW) Design Amendment
- United Environmental Services (UES) Material Testing Amendment
- Vidaurri Management Group (VMG) Contract

# Byrne Construction GMP




**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

**Add Alt 1 and 2 Costs**

$215,873

**Additional Soil Work**

$360,014

**Recommended GMP #2**

$30,732,768

**Total Construction Cost**

$39,769,129

# BSW Amendment

# Amendment approved in March 2025

Design contract is based on 8% of the cost of the project for architectural and engineering services plus supplemental costs such as civil engineering, landscape design, technology consulting, MEP, furniture design, interior design, etc.

| Construction Cost | Design Services | Supplemental | Total Contract | Change |
|---|---|---|---|---|
| $23,232,103 | $1,858,568 | $722,927 | $2,581,495 | - |
| $38,494,306 | $3,079,544 | $748,383 | $3,827,927 | $1,246,432 |

# Additional Services Required

- There is a need for a new roof and HVAC units on the existing Police Headquarters building.
- Roof and HVAC replacement were not included in the original scope of the project.
- Additional investigation and design required to verify the structural capacity of the existing roof to support larger HVAC units.
  - Structural Engineer - $96,500
  - Mechanical Engineer - $25,000
  - Architectural Services - $25,000
- Total Amendment - $146,500
- Total Contract - $3,974,427

# UES Amendment

# United Environmental Services

UES provides specialized engineering, environmental, testing, and inspection services to clients across the United States. They are experts in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies.

The city has utilized UES for environmental and material testing for multiple projects across the city.

# United Environmental Services

**Scope**

Earthwork/Stabilization

Concrete Testing

Pier Inspection

Structural Steel

Storm Shelter

Penetration Testing

# UES Amendment

City staff initiated a contract for Phase 1 of the project administratively in the amount of $20,825.

This amendment is for services for the entire project.

Contract Amendment  - $191,149.50

Total Contract - $211,974.50

# VMG Contract

# Vidaurri Management Group

- Founded in 2016
- Experience in managing public sector projects from design to close out.
- Company experience includes over $2B in construction spanning millions of square feet.
- Recent public project areas include Burleson, Waxahachie, Midlothian, Fort Worth, and Ellis County.
- Assisted in cost savings for the city and recommended changes in both the City Hall and FS1 projects.



807

# CMAR vs Owner's Rep.

## CMAR

- Contractor responsible for managing construction and delivering the project at GMP
- Deliver the project on time and within budget
- Reviews and executes change orders within the GMP
- Manages the field work, subcontractors, safety, quality and schedule.

## OWNER'S REP

- Consultant who represents the owner's interest throughout the process
- Ensure the owner's goals are met by managing CMAR and other consultants
- Evaluates change orders for fairness and necessity before owner approval
- Monitors progress, reviews pay apps, ensures compliance, and reports to owner

# VMG

Staff is recommending executing a professional services contract with VMG to represent the city for construction management and coordination services for this project

Contract Cost  - $433,672

# Questions / Discussion

# Recommendation

Approval of a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 2 of the Police Headquarters Expansion and Remodel in the amount of $30,732,768.



# Recommendation

Approval of an amendment to BSW Design Contract for additional design services in the amount of $146,500 for a total contract of $3,974,427.



# Recommendation

Approval of an amendment to UES contract for material testing in the amount of $191,149.50 for a total contract of $211,974.50.



# Recommendation

Approval of a professional services contract with VMG in the amount of $433,672.



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BURLESON TEXAS | Purchasing

**CITY OF BURLESON**
**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment to Professional Services Agreement ("First Amendment") dated as of the Effective Date (as defined below) is made by and between the **City of Burleson** ("City" or "Burleson"), a municipal corporation, and **UES Professional Solutions 44, LLC** ("Consultant").

**WHEREAS,** the City and Consultant collectively referred to as the "parties," made and entered into a Professional Services Agreement effective September 16, 2025 ("Agreement"); and

**WHEREAS,** the Agreement included construction materials testing for the first phase of the Burleson police facility renovation and addition project; and

**WHEREAS,** the maximum authorized expenditure in the Agreement was twenty thousand, eight hundred twenty-five and no/100 dollars ($20,825.00).

**WHEREAS,** the City has a need for additional construction materials testing services in the second phase of the Burleson police facility renovation and addition project as noted in Proposal No. 115075 included herein as **Exhibit A**; and

**NOW THEREFORE,** City and Consultant, acting herein by and through their dully authorized representatives, enter to the following agreement:

1. Effective upon execution the Agreement is hereby amended to include the additional scope of work outlined in **Exhibit A** and an increase to the maximum authorized expenditure by one hundred ninety-one thousand, one hundred forty-nine and 50/100 dollars ($191,149.50).

2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

**ACCEPTED AND AGREED:**

**CITY OF BURLESON:**

BY: _____

DATE: _____

**UES PROFESSIONAL SOLUTIONS 44, LLC:**

BY: Signed by: Balaji Iyer 923D4EE24A404C3...

DATE: 10/10/2025

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Environmental
Geotechnical Engineering
Materials Testing
Field Inspections Code Compliance
Geophysical Technologies

Randy Morrison
City of Burleson
141 W. Renfro Street
Burleson,Texas,76028

October 9, 2025

Re: UES Proposal No. 115075
Construction Materials Testing
Revised -Burleson Police Facility Renovation and Addition Phase 2 -Preliminary
Burleson, Texas

Dear Randy Morrison:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the North Texas region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Dallas/ Fort Worth area, UES meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

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UES Proposal No. 115075
October 9, 2025

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,
**UES**

Kshitij KC

Kshitij KC
Senior CMT Estimator

## CLIENT APPROVAL

Consultant offers the CLIENT the Letter of Authorization as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by returning the original letter of authorization. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The letter of authorization described above has been read, understood, and accepted by CLIENT effective as of the date that the executed letter of authorization is returned to Consultant.

**EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE**: _____
***(signature)***

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

Property Owners Name:_____

Address:_____

Project Legal Description: _____

Project County: _____

## ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____
**A/P Contact Email must be provided before UES can proceed with its proposed services*

## REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Docusign Envelope ID: 7EA3CDFC-BFA1-409B-A6BC-4C33B53D31F3

UES Proposal No. 115075
October 9, 2025

**UES**
Construction Materials Engineering and Testing
Basic Services and Cost Estimate
Project Name: Revised -Burleson Police Facility Renovation and Addition Phase 2 -Preliminary; Burleson, Texas

| DESCRIPTION | Estimated Quantity | Unit Rate | Estimated Total |
|---|---|---|---|
| **SITE WORK PHASE 2** | | | |
| **EARTHWORK AND UTILITIES** | | | |
| Density Testing /Hour | 120.00 | $49.00 | $5,880.00 |
| Density Testing (ot) /Hour | 12.00 | $73.50 | $882.00 |
| Nuclear Density Gauge/Trip | 18.00 | $120.00 | $2,160.00 |
| Atterberg Limit Test/Each | 2.00 | $85.00 | $170.00 |
| Proctor #/Each | 2.00 | $225.00 | $450.00 |
| -200 Sieve/Each | 2.00 | $80.00 | $160.00 |
| Vehicle Trip Charge/Trip | 20.00 | $75.00 | $1,500.00 |
| Project Management and Report Review/Hour | 12.00 | $95.00 | $1,140.00 |
| **EVALUATION OF EXISTING FILL WITH IN-PLACE COMPACTION** | | | |
| Geotechnical Fee for Observation of Test Pits and Written Report/Ls | 1 | $2,500.00 | $2,500.00 |
| In Place Density Testing with Nuclear Gauge/Day | 1 | $512.00 | $512.00 |
| 3 Standard Proctors (ASTM D 698) Compaction Tests Including PI and No. 200 Sieve Test/Ls | 1 | $1,170.00 | $1,170.00 |
| **EARTHWORK (EXISTING FILL MITIGATION)** | | | |
| Density Testing /Hour | 160.00 | $49.00 | $7,840.00 |
| Nuclear Density Gauge/Trip | 20.00 | $120.00 | $2,400.00 |
| Vehicle Trip Charge/Trip | 20.00 | $75.00 | $1,500.00 |
| Project Management and Report Review/Hour | 13.00 | $95.00 | $1,235.00 |
| **MECHANICAL LIME STABILIZATION** | | | |
| Density Testing /Hour | 5.00 | $49.00 | $245.00 |
| Nuclear Density Gauge/Trip | 2.00 | $120.00 | $240.00 |
| Proctor #/Each | 1.00 | $225.00 | $225.00 |
| Atterberg Limit Test/Each | 1.00 | $85.00 | $85.00 |
| -200 Sieve/Each | 1.00 | $80.00 | $80.00 |
| Lime Depth Checks/Hour | 2.00 | $55.00 | $110.00 |
| Field Gradations/Hour | 2.00 | $49.00 | $98.00 |
| Soluble Sulfate Testing/Each | 2.00 | $125.00 | $250.00 |
| Lime Series/Each | 1.00 | $350.00 | $350.00 |
| Lime Recommendation Letter/Ls | 1.00 | $500.00 | $500.00 |
| Vehicle Trip Charge/Trip | 3.00 | $75.00 | $225.00 |
| Project Management and Report Review/Hour | 3.00 | $95.00 | $285.00 |
| **CONCRETE TESTING** | | | |
| Prepour Monitoring/Hour | 8.00 | $49.00 | $392.00 |
| Concrete-Testing/Hour | 80.00 | $49.00 | $3,920.00 |
| Concrete-Testing (ot)/Hour | 8.00 | $73.50 | $588.00 |
| Concrete Comp. Test/Each | 120.00 | $25.00 | $3,000.00 |
| Vehicle Trip Charge/Trip | 20.00 | $75.00 | $1,500.00 |
| Project Management and Report Review/Hour | 10.00 | $95.00 | $950.00 |
| **ESTIMATED BUDGET SITE WORK PHASE 2** | | | **$42,542.00** |

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## BUILDING A

### FIRESTOPPING AND JOINT SEALANT

| | | | |
|---|---|---|---|
| Firestopping & Joint Sealant Inspection/Hour | 31.00 | $75.00 | $2,325.00 |
| Adhesion/Cohesion Testing/Each | 7.00 | $55.00 | $385.00 |
| Vehicle Trip Charge/Trip | 7.00 | $75.00 | $525.00 |
| Project Management and Report Review/Hour | 3.00 | $95.00 | $285.00 |

**ESTIMATED BUDGET BUILDING A** **$3,520.00**

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## BUILDING B

### EARTHWORK

| | | | |
|---|---|---|---|
| Density Testing /Hour | 28.00 | $49.00 | $1,372.00 |
| Density Testing (ot) /Hour | 2.00 | $73.50 | $147.00 |
| Nuclear Density Gauge/Trip | 5.00 | $120.00 | $600.00 |
| Atterberg Limit Test/Each | 1.00 | $85.00 | $85.00 |
| Proctor #/Each | 1.00 | $225.00 | $225.00 |
| -200 Sieve/Each | 1.00 | $80.00 | $80.00 |
| Vehicle Trip Charge/Trip | 6.00 | $75.00 | $450.00 |
| Project Management and Report Review/Hour | 3.00 | $95.00 | $285.00 |

### PIER INSPECTION MONITORING (INCLUDES CONCRETE)

| | | | |
|---|---|---|---|
| Pier Monitoring/Hour | 370.00 | $75.00 | $27,750.00 |
| Pier Monitoring (ot)/Hour | 37.00 | $112.50 | $4,162.50 |
| Concrete Comp. Test/Each | 185.00 | $25.00 | $4,625.00 |
| Cylinder Pickup/Hour | 19.00 | $49.00 | $931.00 |
| Vehicle Trip Charge/Trip | 37.00 | $75.00 | $2,775.00 |
| Pier Start/Ls | 1.00 | $500.00 | $500.00 |
| Project Management and Report Review/Hour | 43.00 | $95.00 | $4,085.00 |

### CONCRETE TESTING

| | | | |
|---|---|---|---|
| Prepour Monitoring/Hour | 9.00 | $49.00 | $441.00 |
| Concrete-Testing/Hour | 102.00 | $49.00 | $4,998.00 |
| Concrete-Testing (ot)/Hour | 9.00 | $73.50 | $661.50 |
| Concrete Comp. Test/Each | 130.00 | $25.00 | $3,250.00 |
| Cubes/Each | 64.00 | $25.00 | $1,600.00 |
| Vehicle Trip Charge/Trip | 24.00 | $75.00 | $1,800.00 |
| Project Management and Report Review/Hour | 13.00 | $95.00 | $1,235.00 |

### STRUCTURAL STEEL

| | | | |
|---|---|---|---|
| Structural Steel Inspection/Hour | 36.00 | $85.00 | $3,060.00 |
| Vehicle Trip Charge/Trip | 2.00 | $75.00 | $150.00 |
| Project Management and Report Review/Hour | 3.00 | $95.00 | $285.00 |

### COLD FORMED FRAMING OBSERVATION AND REPORTING

| | | | |
|---|---|---|---|
| CFMF Inspection/Hour | 36.00 | $85.00 | $3,060.00 |
| Vehicle Trip Charge/Trip | 8.00 | $75.00 | $600.00 |
| Project Management and Report Review/Hour | 4.00 | $95.00 | $380.00 |

### STORM SHELTER LOUVERS AND DOOR INSPECTION

| | | | |
|---|---|---|---|
| Engineering Technician/Hour | 9.00 | $49.00 | $441.00 |
| Vehicle Trip Charge/Trip | 2.00 | $75.00 | $150.00 |
| Project Management and Report Review/Hour | 1.00 | $95.00 | $95.00 |

### STORM SHELTER COMPLIANCE

| | | | |
|---|---|---|---|
| Storm Shelter Compliance Report/Ls | 1.00 | $1,000.00 | $1,000.00 |
| Plan Review -ICC 500/Ls | 1.00 | $3,750.00 | $3,750.00 |

### STORM SHELTER PEER REVIEW

| | | | |
|---|---|---|---|
| Peer Review -Principal Engineer (p.e.)/Ls | 1.00 | $17,500.00 | $17,500.00 |

### MORTAR & GROUT

| | | | |
|---|---|---|---|
| Masonry Observation & Reporting/Hour | 22.00 | $75.00 | $1,650.00 |
| Cubes/Each | 12.00 | $25.00 | $300.00 |
| Grout Prisms/Each | 8.00 | $25.00 | $200.00 |
| Masonary Grout Prism (Grouted)/Each | 4.00 | $155.00 | $620.00 |
| Material Pickup/Hour | 4.00 | $49.00 | $196.00 |
| Vehicle Trip Charge/Trip | 3.00 | $75.00 | $225.00 |
| Project Management and Report Review/Hour | 2.00 | $95.00 | $190.00 |

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| | | | |
|---|---|---|---|
| **FIRESTOPPING AND JOINT SEALANT** | | | |
| Firestopping & Joint Sealant Inspection/Hour | 36.00 | $75.00 | $2,700.00 |
| Adhesion/Cohesion Testing/Each | 8.00 | $55.00 | $440.00 |
| Vehicle Trip Charge/Trip | 8.00 | $75.00 | $600.00 |
| Project Management and Report Review/Hour | 4.00 | $95.00 | $380.00 |
| **EXTERIOR INSULATION AND FINISHING SYSTEM AND WATER SPRAY AND PENETRATION TEST** | | | |
| Water Spray Testing/Day | 3.00 | $3,000.00 | $9,000.00 |
| **ESTIMATED BUDGET BUILDING B** | | | **$109,030.00** |

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## BUILDING C

### EARTHWORK

| | | | |
|---|---|---|---|
| Density Testing /Hour | 16.00 | $49.00 | $784.00 |
| Density Testing (ot) /Hour | 2.00 | $73.50 | $147.00 |
| Nuclear Density Gauge/Trip | 4.00 | $120.00 | $480.00 |
| Atterberg Limit Test/Each | 3.00 | $85.00 | $255.00 |
| Proctor #/Each | 3.00 | $225.00 | $675.00 |
| -200 Sieve/Each | 3.00 | $80.00 | $240.00 |
| Free Swell Test/Each | 3.00 | $100.00 | $300.00 |
| Vehicle Trip Charge/Trip | 5.00 | $75.00 | $375.00 |
| Project Management and Report Review/Hour | 4.00 | $95.00 | $380.00 |

### PIER INSPECTION MONITORING (INCLUDES CONCRETE)

| | | | |
|---|---|---|---|
| Pier Monitoring/Hour | 40.00 | $75.00 | $3,000.00 |
| Pier Monitoring (ot)/Hour | 4.00 | $112.50 | $450.00 |
| Concrete Comp. Test/Each | 20.00 | $25.00 | $500.00 |
| Cylinder Pickup/Hour | 2.00 | $49.00 | $98.00 |
| Vehicle Trip Charge/Trip | 4.00 | $75.00 | $300.00 |
| Pier Start/Ls | 1.00 | $500.00 | $500.00 |
| Project Management and Report Review/Hour | 5.00 | $95.00 | $475.00 |

### CONCRETE TESTING

| | | | |
|---|---|---|---|
| Prepour Monitoring/Hour | 2.00 | $49.00 | $98.00 |
| Concrete-Testing/Hour | 19.00 | $49.00 | $931.00 |
| Concrete-Testing (ot)/Hour | 2.00 | $73.50 | $147.00 |
| Concrete Comp. Test/Each | 20.00 | $25.00 | $500.00 |
| Vehicle Trip Charge/Trip | 5.00 | $75.00 | $375.00 |
| Project Management and Report Review/Hour | 2.00 | $95.00 | $190.00 |

### STRUCTURAL STEEL

| | | | |
|---|---|---|---|
| Structural Steel Inspection/Hour | 9.00 | $85.00 | $765.00 |
| Vehicle Trip Charge/Trip | 2.00 | $75.00 | $150.00 |
| Project Management and Report Review/Hour | 1.00 | $95.00 | $95.00 |

### MORTAR & GROUT

| | | | |
|---|---|---|---|
| Masonry Observation & Reporting/Hour | 22.00 | $75.00 | $1,650.00 |
| Cubes/Each | 12.00 | $25.00 | $300.00 |
| Grout Prisms/Each | 8.00 | $25.00 | $200.00 |
| Masonary Grout Prism (Grouted)/Each | 4.00 | $155.00 | $620.00 |
| Material Pickup/Hour | 4.00 | $49.00 | $196.00 |
| Vehicle Trip Charge/Trip | 3.00 | $75.00 | $225.00 |
| Project Management and Report Review/Hour | 2.00 | $95.00 | $190.00 |

**ESTIMATED BUDGET BUILDING C** **$15,591.00**

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## BUILDING D

### EARTHWORK

| | | | |
|---|---|---|---|
| Density Testing /Hour | 24.00 | $49.00 | $1,176.00 |
| Density Testing (ot) /Hour | 3.00 | $73.50 | $220.50 |
| Nuclear Density Gauge/Trip | 6.00 | $120.00 | $720.00 |
| Atterberg Limit Test/Each | 3.00 | $85.00 | $255.00 |
| Proctor #/Each | 3.00 | $225.00 | $675.00 |
| -200 Sieve/Each | 3.00 | $80.00 | $240.00 |
| Free Swell Test/Each | 6.00 | $100.00 | $600.00 |
| Vehicle Trip Charge/Trip | 7.00 | $75.00 | $525.00 |
| Project Management and Report Review/Hour | 5.00 | $95.00 | $475.00 |

### PIER INSPECTION MONITORING (INCLUDES CONCRETE)

| | | | |
|---|---|---|---|
| Pier Monitoring/Hour | 60.00 | $75.00 | $4,500.00 |
| Pier Monitoring (ot)/Hour | 6.00 | $112.50 | $675.00 |
| Concrete Comp. Test/Each | 30.00 | $25.00 | $750.00 |
| Cylinder Pickup/Hour | 3.00 | $49.00 | $147.00 |
| Vehicle Trip Charge/Trip | 6.00 | $75.00 | $450.00 |
| Pier Start/Ls | 1.00 | $500.00 | $500.00 |
| Project Management and Report Review/Hour | 7.00 | $95.00 | $665.00 |

### CONCRETE TESTING

| | | | |
|---|---|---|---|
| Prepour Monitoring/Hour | 2.00 | $49.00 | $98.00 |
| Concrete-Testing/Hour | 13.00 | $49.00 | $637.00 |
| Concrete-Testing (ot)/Hour | 2.00 | $73.50 | $147.00 |
| Concrete Comp. Test/Each | 20.00 | $25.00 | $500.00 |
| Vehicle Trip Charge/Trip | 4.00 | $75.00 | $300.00 |
| Project Management and Report Review/Hour | 2.00 | $95.00 | $190.00 |

### STRUCTURAL STEEL

| | | | |
|---|---|---|---|
| Structural Steel Inspection/Hour | 9.00 | $85.00 | $765.00 |
| Vehicle Trip Charge/Trip | 2.00 | $75.00 | $150.00 |
| Project Management and Report Review/Hour | 1.00 | $95.00 | $95.00 |

UES Proposal No. 115075

### MORTAR & GROUT

| | | | |
|---|---|---|---|
| Masonry Observation & Reporting/Hour | 22.00 | $75.00 | $1,650.00 |
| Cubes/Each | 12.00 | $25.00 | $300.00 |
| Grout Prisms/Each | 8.00 | $25.00 | $200.00 |
| Masonary Grout Prism (Grouted)/Each | 4.00 | $155.00 | $620.00 |
| Material Pickup/Hour | 4.00 | $49.00 | $196.00 |
| Vehicle Trip Charge/Trip | 3.00 | $75.00 | $225.00 |
| Project Management and Report Review/Hour | 2.00 | $95.00 | $190.00 |

UES Proposal No. 115075

## FIRESTOPPING AND JOINT SEALANT

| | | | |
|---|---|---|---|
| Firestopping & Joint Sealant Inspection/Hour | 14.00 | $75.00 | $1,050.00 |
| Adhesion/Cohesion Testing/Each | 3.00 | $55.00 | $165.00 |
| Vehicle Trip Charge/Trip | 3.00 | $75.00 | $225.00 |
| Project Management and Report Review/Hour | 2.00 | $95.00 | $190.00 |

**ESTIMATED BUDGET BUILDING D** **$20,466.50**

**ESTIMATED GRAND TOTAL** **$191,149.50**

***We understand UES has been selected to provide services for this project based solely on our qualifications, and that the Client is negotiating work scope and fee only with UES at this time.**

*Should UES Professional Solutions 44, LLC be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.

UES Proposal No. 115075

## ADDITIVE OPTION BUILDING B

| | | | |
|---|---|---|---|
| **OPTIONAL-CONCRETE TESTING** | | | |
| Floor Flatness (Minimum Charge)/Min | 3.00 | $650.00 | $1,950.00 |
| Batch Plant Inspection/Hour | 29.00 | $49.00 | $1,421.00 |
| **OPTIONAL-STRUCTURAL STEEL** | | | |
| Fabrication Shop Monitoring/Hour | 8.00 | $75.00 | $600.00 |
| Ultrasonic Testing/Hour | 4.00 | $125.00 | $500.00 |
| Equipment Charge/Day | 1.00 | $125.00 | $125.00 |

**ESTIMATED BUDGET WITH ADDITIVE OPTION BUILDING B** **$4,596.00**

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## ADDITIVE OPTION BUILDING C

| OPTIONAL-STRUCTURAL STEEL | | | |
|---|---|---|---|
| Fabrication Shop Monitoring/Hour | 8.00 | $75.00 | $600.00 |
| Ultrasonic Testing/Hour | 4.00 | $125.00 | $500.00 |
| Equipment Charge/Day | 1.00 | $125.00 | $125.00 |

| | |
|---|---|
| **ESTIMATED BUDGET WITH ADDITIVE OPTION BUILDING C** | **$1,225.00** |

## ADDITIVE OPTION BUILDING D

| OPTIONAL-STRUCTURAL STEEL | | | |
|---|---|---|---|
| Fabrication Shop Monitoring/Hour | 8.00 | $75.00 | $600.00 |
| Ultrasonic Testing/Hour | 4.00 | $125.00 | $500.00 |
| Equipment Charge/Day | 1.00 | $125.00 | $125.00 |

| | |
|---|---|
| **ESTIMATED BUDGET WITH ADDITIVE OPTION BUILDING D** | **$1,225.00** |
| **ESTIMATED GRAND TOTAL WITH ADDITIVE OPTIONS** | **$7,046.00** |

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| | |
|---|---|
| Proposal No. | 115075 |
| Project Name | Revised -Burleson Police Facility Renovation and Addition Phase 2 -Preliminary; Burleson, Texas |

## PROPOSAL ASSUMPTIONS AND BASIS FOR ESTIMATE

| | |
|---|---|
| Project Description | 1. It is our understanding that Burleson Police Facility Renovation & Additions are to be constructed Off Miles Avenue & Wilshire Blvd in Burleson, Texas. Concrete paving is also planned for the proposed structures. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. It is anticipated that a suspended slab foundation with drilled straight shaft piers and slab on grade foundations will be utilized to support the given structures. |
| Construction Documents | 1. Enclosed budget is based on bid tab dated: 10/09/2025, civil plans dated: 07/03/2025, structural plans dated: 08/01/2025, geotechnical report dated: 11/13/2024 and rev 1 dated: 6/12/2025 by UES. |
| Earthwork | 1. The enclosed budget allows inspections to perform field density testing on the sub-grade and fill materials being placed. UES has assumed monitoring to be performed on an average, 4 hours per day basis, during these tasks. This duration could vary, up or down, depending on the schedule and production of the earthwork contractor.<br>2. Building Structures: 1 density test for every 2,500 square feet and 6 inch lift.<br>3. Paving: 1 density test for every 5,000 square feet and 6 inch lift. |
| Mechanical Lime Stabilization | 1. The enclosed budget allows up to 3 inspection days to monitor 34,459 SF of subgrade that will be mechanically lime stabilized. UES has assumed that an engineering technician could be required on-site for about hours during these tasks. In addition, the technician could obtain approximately soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor.<br>2. Lime Treated Subgrade: 1 density test for every 5,000 square feet. |
| Utilities | 1. The enclosed budget allows up to 10 inspection days to monitor onsite earthwork relating to utility trench backfill. UES has assumed that an engineering technician could be required on-site for about 80 hours during these tasks. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor.<br>2. Utilities: 1 density test per 6-inch lift per 300 LF.<br>3. Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards. |
| Concrete | 1. The enclosed budget allows inspections to monitor concrete placement and testing. UES has assumed that an engineering technician could be required on-site during these tasks. In addition, the technician would be on-site to mold test cylinders. This duration could vary, up or down, depending on the schedule and production of the contractor.<br>2. Concrete cylinders will be cast at a minimum rate of 5 cylinders per mix per day or one set of 5 cylinders per mix per 100 CY, whichever is greater, on all pours.<br>3. Paving: 1 set of 5 test cylinders every 100 cubic yards.<br>4. Building Structure: 1 set of 5 test cylinders every 100 cubic yards.<br>5. Stand-alone cylinder pickups are assumed to be required on all concrete pours. |
| Pier Inspection | 1. It is our understanding that approximately 280 piers will be drilled. We estimate that the contractor could complete approximately 6 piers per working day. It is estimated that an engineering technician could be required on site for about 47 working days during the pier drilling operations.<br>2. Concrete cylinders will be cast at a rate of one set of 4 cylinders per day.<br>3. Stand-alone cube pickups are assumed to be required on Saturdays only. |
| Structural Steel | 1. Enclosed budget allows inspections to complete all visual inspections within the building. UES has assumed monitoring to be performed on an average, 4 hour per day basis, during this task.<br>2. Structural steel inspections will consist of visual inspection of welds and bolted connections.<br>3. Structural Steel: 1 trip every 5,000 square feet. |
| Masonry | 1. Enclosed budget assumes collection and testing of mortar cubes and grout prisms per 5,000 SF of wall placed.<br>2. Enclosed budget **excludes** inspection and testing of face brick mortar.<br>3. Enclosed budget **excludes** full time masonry inspection and verification of CMU reinforcing.<br>4. Stand-alone cube/prism pickups are assumed to be required on all masonry inspections. |

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| General | 1. Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at 817-507-0546 during our office hours from 7:00 AM to 5:00 PM. UES shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.<br>2. UES requests that Client arranges for a coordination/scheduling meeting at the onset of each major work task (e.g., Earthwork - Buildings, Foundations, Concrete - Buildings) to verify testing and inspection scope, schedule, and assumptions.<br>3. ***During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule UES will estimate the project based on comparable project production rates and typical industry standards. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.***<br>4. All time is for a minimum of four hours or as noted and is charged Portal to Portal from UES's Fort Worth offices. Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.<br>5. Work performed over 8 hours portal to portal, before 7 a.m. and after 5 p.m., and weekend time, will be considered overtime work and will be billed at a rate of 1.5 times the appropriate hourly rate in addition to any applicable test fees.<br>6. Estimate is valid for 90 days from the proposal date shown above.<br>7. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.<br>8. For projects with new clients, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to the site to perform the work.<br>9. The contractor shall be responsible for providing a protected storage container for concrete cylinders at a point on the job site mutually agreeable with UES for the purpose of storing concrete cylinders until they are transported to the Laboratory. The container shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C31 (section 10.1.2).<br>10. Measurement uncertainty is not taken into account by UES when issuing statements of conformity as to whether tested items pass or fail specified values (ISO 17025-17, 7.1.3).<br>11. Project Engineering services on materials engineering and testing, for consultation, analysis, report preparation and review, and supervision and scheduling of field and laboratory personnel will be charged on a "per report" basis.<br>12. UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. |

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**SECTION 1: SCOPE OF SERVICES**

1.1 UES Professional Solutions 44, LLC (UES) will provide to Client the professional services described under the Scope of Services ("Services") in the Professional Services Agreement ("Agreement") between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, "Addendum") to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA"), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms "Project" and "Site" are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

**SECTION 2: PROFESSIONAL STANDARD OF CARE**

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client's compliance with any applicable laws.

2.5 Client and Client's personnel and contractors shall promptly inform UES of any actual or suspected defects in UES's services, to help UES take those prompt and effective measures that in UES's opinion will help minimize the consequences of any such defect. Client's payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES's services.

**SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES**

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES's presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES' reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES'S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

**SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS**

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that

UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

**SECTION 5: BILLING AND PAYMENT**

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

**SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential."

In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

**SECTION 7: RISK ALLOCATION**

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF $50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF $1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF $50,000 OR UP TO $1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDCUTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

**SECTION 8: INSURANCE**

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of $1,000,000.00 and has professional liability insurance in the amount of $1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

**SECTION 9: INDEMNITY**

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS,

DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

**SECTION 10: DISPUTE RESOLUTION**

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

**SECTION 11: TERMINATION**

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

**SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS**

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

**SECTION 13: SOLICITATION OF EMPLOYEES**

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

**SECTION 14: NO ASSIGNMENT**

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at is sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

**SECTION 15: GOVERNING LAW**

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

**SECTION 16: INTEGRATED AGREEMENT**

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

**SECTION 17: NO AMENDMENT**

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

**SECTION 18: WAIVER OF JURY TRIAL**

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

**SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS**

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

**SECTION 20: HEADINGS**

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

# City Council Regular Meeting

**DEPARTMENT:** **Capital Engineering**

**FROM:** **Eric Oscarson, Deputy City Manager**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on a professional services contract with Vidaurri Management Group, LLC for vertical construction management services for the Police Headquarters Renovation and Expansion project, in the amount of $433,672. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.4 Implement the city's Capital Improvement Program<br>2.5 Develop and maintain facilities and utility services |
| **Beautiful, Safe, & Vibrant Community** | 3.3 Enhance emergency response services<br>3.4 Ensure public safety equipment and personnel needs are being met<br>3.5 Continue community policing and risk reduction programs |

## SUMMARY:

The construction of a Police Headquarters building is a complicated and specialized project. Specialized knowledge in vertical construction is necessary to make sure the project is constructed correctly and to also identify opportunities for savings or improvements. The current Capital Engineering team does not have such an expert on its staff, and it is the recommendation of the management staff that we bring on a third party to be the owner's representative for the city.

Staff identified the Vidaurri Management Group (VMG) to assist in delivering the Police Expansion project to completion. The consultant will act as the owner's representative on the project and work closely with the Capital Engineering team.

VMG is currently completing the close out of City Hall and finishing the construction of Fire Station 1. They have been an invaluable asset on both projects.

Staff has identified savings from multiple projects that are currently in close out to fund the contract.

**RECOMMENDATION:**

Approval

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

NA

**REFERENCE:**

NA

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: $433,672
Account Number(s): FA2301
Fund: Construction

**STAFF CONTACT:**

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

# Burleson Police Headquarters Expansion Project

City Council
October 20, 2025

# Background

- May 7, 2022 – Burleson voters approved Proposition B for the public safety facility improvements and construction, which included the Police Headquarters Expansion.
- January 2023 – Council approved the selection of Brinkley Sargent Wiginton (BSW) as the architecture firm for the design of the Police Expansion project.
- June 2023 – Staff completed an evaluation of Construction Manager at Risk (CMAR) proposals, completed interviews, and selected Byrne Construction as the CMAR for the project.

# Background

- June 2023 – May 2024 – BSW completed comprehensive reviews of previous studies and schematic design.
- May 2024 – October 2024– BSW completed the design development phase.
- October 2024 – July 2025 – BSW completed construction documents.
- August 2025 – Council approved the initial Guaranteed Maximum Price (GMP) Contract
  - $9,036,361
  - Site Enabling, Earthwork, Site Utilities, Selective Demolition, Concrete, Structural Steel, Plumbing, and Electrical


POLICE
BURLESON POLICE
BURLESON POLICE DEPARTMENT


MILES DR.

# Available Funding

| Bond Issuance Year | Amount |
|---|---|
| FY22 | $1,200,000 |
| FY23 | $2,400,000 |
| FY24 | $4,000,000 |
| FY25 | $7,606,145 |
| FY26 | $13,607,500 |
| FY27 | $16,409,500 |
| Total | $45,233,145 |



# GMP #2

# Construction Manager at Risk (CMAR)

CMAR is a project delivery method in the construction industry where the construction manager provides pre-construction services and then acts as the general contractor, delivering the project with a Guaranteed Maximum Price (GMP).

During pre-construction services, the CMAR acts as a check to ensure that what the architect is designing can be built and within the project budget.

GMP is a construction contract that sets a ceiling on the total cost a project owner will pay, regardless of the actual cost incurred by the contractor.

If the project comes in under budget, the city receives the savings.

This allows us to shift risk off the city and onto the contractor.

# Byrne Construction

**Founded in 1923**
- 102 years of commercial building experience in North Texas

**Headquartered in Fort Worth**
- Byrne also has a full-service office in San Antonio

**$431 Million in Annual Contract Volume**

**105 Employees**

**Veteran-Owned**
- Largest Hispanic-Owned contractor in Texas

**Project Mix:**
- 89% Negotiated (CMAR / DB)
- 11% Competitive Bid

# Bidding Process and Requirements

A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work.

# Multiple GMPs

In certain cases, a project can be divided into multiple GMP packages based on the scope of the work.  This is often due to phasing of the project, long lead time items, project scope and multiple other factors.

The Police Headquarters Project has been split into two GMP packages.

# GMP 1 Early Release Package - $9,036,361

**Site Enabling** – Stormwater pollution protection (SWPPP), tree protection, supplemental layout/survey, SWPPP maintenance for duration of the project

**Earthwork** – Site demolition, mass grading, paving subgrade preparation, building pad preparation

**Site Utilities** – Site storm drain piping, domestic & fire water service, public water line, sanitary sewer service

**Selective Demolition** – Demolition of the canopy at the Municipal Courts Building

**Concrete** – Site Parking Paving

**Structural Steel** – Steel Package for entire project

**Plumbing** – Site natural gas line & temporary water to the construction office trailer

**Electrical**

- Purchase only of generator and automatic transfer switch
- Site underground work to install raceways under paving for site power, lighting, data & security systems

# GMP 2 Main Package

Landscaping and Irrigation

Perimeter Fencing

Concrete Sidewalks

Site Masonry

Pavement Markings

IT Cabling and Security

All Remaining Scope for Construction of Buildings B, C, D and renovation of Building A




# Construction Budget

**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

# Project Expenses

| Budget Item | Costs |
|---|---|
| Testing Services | $37,018 |
| Construction (GMP1&2) | $39,193,242 |
| FFE | $993,467 |
| Professional Services | $3,827,927 |
| Pipe Relocation | $1,200,000 |
| Survey | $15,200 |
| CMAR Pre-Construction Serv. | $15,000 |
| Total | $45,281,854 |
| Overage | **$48,709** |

Current Funding:
$45,233,145

Total Need:
$45,281,854

Overage:
$48,709

# Additional Expenses

**Testing Services**

- UES – $211,975

**Construction**

- Alt 1 – Outdoor Cooking - $26,262
- Alt 2 – Site Canopies - $189,611
- Alt 3 – Replace RTU/Roof - $754,741
- Alt 4 – Clean Duct Work - $127,618
- Earthwork - $360,014

**FFE**

- FFE - $500,000

**Prof. Services**

- BSW Inspection/Design - $146,500

**Pipe Relocation**

- Design Fees - $57,000

**Moving/Relocation**

- $60,000

**Misc. Expenses**

- $65,196

**EDP**

- 40,800

**Owners Representative**

- VMG - $433,672

**Permit Fees**

- $314,457

Base Project Overage - $48,709
Additional Expenses - $3,287,846
Total Funding Needs - $3,336,555

# Available Funding Option

**Projects Savings**

City Hall - $174,000

Street Projects - $260,125

Traffic Projects - $230,350

**Total - $664,475**

**Unallocated Funds**

CIP Cash - $20,000

CIP Bond - $190,000

**Total - $210,000**

**Impact Fee Transfers**

Hulen St. Project - $118,612

Currently Available - $993,087

# Additional Funding Options

- Existing funding is available in the Gas Royalty Fund in the amount of $396,340
- Additionally, staff anticipates earning $1.5M-$2M in interest income annually on bond proceeds over the next two years
- Staff recommends utilizing both these funding sources to address funding shortfalls in this project.
- Utilization of these funds will require appropriations by the City Council.

# Future Council Considerations

- Appropriation of annual interest income and gas royalty funds
- Purchase of FFE
  - $1,493,467
- Construction Amendment
  - New Roof/HVAC – $756,679
  - Cleaning of Existing Duct Work - $127,618

# October 20th Action Items

- Byrne Construction – GMP #2 with Alt 1 & 2 and Earthwork
- Brinkley Sargent Wiginton (BSW) Design Amendment
- United Environmental Services (UES) Material Testing Amendment
- Vidaurri Management Group (VMG) Contract

# Byrne Construction GMP




**Estimated Construction Cost**

$39,115,634

**GMP #1**

$9,036,361

**GMP #2 Early Release Estimate**

$30,107,687

**GMP #2 Actual Cost**

$30,156,881

**Total GMP**

$39,193,242

**Add Alt 1 and 2 Costs**

$215,873

**Additional Soil Work**

$360,014

**Recommended GMP #2**

$30,732,768

**Total Construction Cost**

$39,769,129

# BSW Amendment

# Amendment approved in March 2025

Design contract is based on 8% of the cost of the project for architectural and engineering services plus supplemental costs such as civil engineering, landscape design, technology consulting, MEP, furniture design, interior design, etc.

| Construction Cost | Design Services | Supplemental | Total Contract | Change |
|---|---|---|---|---|
| $23,232,103 | $1,858,568 | $722,927 | $2,581,495 | - |
| $38,494,306 | $3,079,544 | $748,383 | $3,827,927 | $1,246,432 |

# Additional Services Required

- There is a need for a new roof and HVAC units on the existing Police Headquarters building.
- Roof and HVAC replacement were not included in the original scope of the project.
- Additional investigation and design required to verify the structural capacity of the existing roof to support larger HVAC units.
  - Structural Engineer - $96,500
  - Mechanical Engineer - $25,000
  - Architectural Services - $25,000
- Total Amendment - $146,500
- Total Contract - $3,974,427

# UES Amendment

# United Environmental Services

UES provides specialized engineering, environmental, testing, and inspection services to clients across the United States. They are experts in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies.

The city has utilized UES for environmental and material testing for multiple projects across the city.

# United Environmental Services

**Scope**

Earthwork/Stabilization

Concrete Testing

Pier Inspection

Structural Steel

Storm Shelter

Penetration Testing

# UES Amendment

City staff initiated a contract for Phase 1 of the project administratively in the amount of $20,825.

This amendment is for services for the entire project.

Contract Amendment  - $191,149.50

Total Contract - $211,974.50

# VMG Contract

# Vidaurri Management Group

- Founded in 2016
- Experience in managing public sector projects from design to close out.
- Company experience includes over $2B in construction spanning millions of square feet.
- Recent public project areas include Burleson, Waxahachie, Midlothian, Fort Worth, and Ellis County.
- Assisted in cost savings for the city and recommended changes in both the City Hall and FS1 projects.



# CMAR vs Owner's Rep.

## CMAR

- Contractor responsible for managing construction and delivering the project at GMP
- Deliver the project on time and within budget
- Reviews and executes change orders within the GMP
- Manages the field work, subcontractors, safety, quality and schedule.

## OWNER'S REP

- Consultant who represents the owner's interest throughout the process
- Ensure the owner's goals are met by managing CMAR and other consultants
- Evaluates change orders for fairness and necessity before owner approval
- Monitors progress, reviews pay apps, ensures compliance, and reports to owner

# VMG

Staff is recommending executing a professional services contract with VMG to represent the city for construction management and coordination services for this project

Contract Cost  - $433,672

# Questions / Discussion

# Recommendation

Approval of a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 2 of the Police Headquarters Expansion and Remodel in the amount of $30,732,768.



# Recommendation

Approval of an amendment to BSW Design Contract for additional design services in the amount of $146,500 for a total contract of $3,974,427.



# Recommendation

Approval of an amendment to UES contract for material testing in the amount of $191,149.50 for a total contract of $211,974.50.



# Recommendation

Approval of a professional services contract with VMG in the amount of $433,672.



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# 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 VIDAURRI MANAGEMENT GROUP ("Consultant").

## 1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional services for the purpose of **the services outlined in Exhibit A, B and C** Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

## 2. TERM.

This Agreement shall commence upon execution by the parties, ("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 Four Hundred Thirty-Three Thousand Six Hundred Seventy-Two and NO /100 dollars. in accordance with the fee schedule incorporated herein as Attachment B, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Services. 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 thisAgreement unless the City requests and approves in writing the additional services and costs forsuch services. The City shall not be liable for any additional expenses of Consultant not specifiedby 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 Contractor 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 Contractor's invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

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## 4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, 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.

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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. LIABILITY AND INDEMNIFICATION.

***CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.***

***CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.***

## 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

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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):

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$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.

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

**13. NOTICES.**

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

To CITY:

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

To CONSULTANT:

Vidaurri Management Group
Attn: Jon Vidaurri
500 W 7th St
Ste 1235
Fort Worth TX 76102

**14. GOVERNMENTAL POWERS.**

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

**15. NO WAIVER.**

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

**16. GOVERNING LAW / VENUE.**

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

**17. SEVERABILITY.**

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

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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

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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- BOYCOTTING 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,

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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. COUNTERPARTS; PDF SIGNATURES.**

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

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# ATTACHMENT A

VMG | VIDAURRI MANAGEMENT GROUP

July 18, 2025

Mr. Eric Oscarson
Deputy City Manager
**City of Burleson**
141 W. Renfro St.
Burleson, TX 76028

**RE: Vertical Projects - Construction Management Support Proposal for Burleson Police Station Renovation and Addition Project**

Mr. Oscarson,

It is our pleasure to present Vertical Construction Management support services for the Police Station Renovation and Addition project. We are extremely excited about the opportunity to continue serving you and the City of Burleson in this capacity and are certain we can continue to demonstrate value in all stages of this project as an extension of your team.

Attached, please find our proposal outlining services proposed for this assignment. We have made assumptions on the scope and services required commensurate with our experience in managing these types of projects and include a review of the design documents provided. Please do not hesitate to contact me if you have any questions.

We are looking forward to the opportunity to work with you and our team on this very important project.

Sincerely,

Jon Vidaurri
Managing Partner
Vidaurri Management Group

cc: file

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VMG | VIDAURRI MANAGEMENT GROUP

**Vertical Construction Management Proposal for the City of Burleson**
**Police Station Addition and Renovation in Burleson, TX**
**July 18, 2025**

## Assumptions and Scope of Service

VMG will provide Construction Management services in accordance with Exhibit A: Scope of Work. VMG will report to Eric Oscarson & Errick Thompson who shall serve as the primary points of contact in the City of Burleson. The following assumptions have been made in preparation of this proposal:

**Police Station Addition and Renovation Project**

- The estimated duration of this project is 24 months (construction (phase I, II, III, IV, low voltage, FF & E, and closeout).
- The following is the square footage tabulation based on the documents provided.
  - Building A 24,677 SF
  - Building B 35,002 SF
  - Building C 5,302 SF
  - Building D 5,384 SF
  - Total Project SF 70,365 SF

- Total managed cost of the project is $39,312,195.
- More specifically, the Construction Management scope is defined in the attached "Exhibit A: Scope of Work".

## Staffing

VMG proposes that Dean Tubbs will serve as the primary point of contact and Project Management lead for this project. Due to the complexities of this multi-phase project, Jon Vidaurri (Managing Partner) and James Maxwell (Assistant Project Manager) are included as additional resources to supplement the team.

## Compensation

VMG proposes a fixed fee of Four Hundred and Thirty-Three Thousand Six Seven Hundred and Seventy-Two Dollars ($433,672.00). The fee will be paid, divided into equal monthly payments over the duration of the project schedule. Example $18,069.65/month@ 24 months = $433,672.

- This proposal provides for 24 months of Construction Management Support for the Police Station Addition and Renovation project as proposed by the CMaR.

- If the actual project duration exceeds or is completed earlier than the proposed 24-month schedule, the fee will adjust accordingly on a monthly basis (credit or add).

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VMG | VIDAURRI MANAGEMENT GROUP

Expenses for transportation including mileage (outside of Tarrant, Johnson, and Dallas Counties), reproduction of documents, messenger and courier services, travel, and accommodations (if any and as approved in advance by City of Burleson), will be reimbursed at cost without mark-ups.

Approved and Accepted by:

_____

An authorized signatory, City of Burleson Date:

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VMG | VIDAURRI MANAGEMENT GROUP

# Exhibit A: Scope of Work

**1. Project Organization/Mobilization**

1. Meet with City of Burleson to define individual roles and responsibilities, identify internal stakeholders, project procedures and schedule requirements, and to establish lines of communication and methods of approval.
2. Discuss City of Burleson 's preferred reporting formats and timing.
3. Receive and commence review of all available information pertaining to the project and the organization.
4. Create a communication platform to include extranet capabilities using either City of Burleson or team sites.
5. Understand City of Burleson's qualitative and functional expectations.
6. Establish critical path project schedule and determine key milestone dates with input from the CMaR.
7. Construct custom budget and cost-tracking model in format conforming with City of Burleson 's financial reporting requirements.
8. Provide cash flow projection schedule and monthly Accounting Cost Report (ACR).
9. Understand City of Burleson's qualitative and functional expectations including productivity, operating efficiencies, image, and visibility considerations.

**2. Schedule Management and Control**

1. Refine project schedule to include a detailed listing of all major tasks for contractors, consultants, and City of Burleson's vendors. Integration of imported detailed tasks will be required of others. Update key milestones.
2. Identify and highlight critical path item activities.
3. Monitor the submittal process to ensure City of Burleson review of owner-interfaced items.
4. Identify and track long lead items.
5. Monitor construction progress to validate key milestones are accomplished and verify critical material deliveries. Track Owner-furnished items and Owner-vendor installations for timely start, completion, and coordination with the contractor's schedule.
6. Update project schedule weekly.

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VMG | VIDAURRI MANAGEMENT GROUP

**3.Construction & Close-out**

1. Attend/chair weekly OAC meeting for progress and budget updates. Document action items for all team members.

2. Refine project schedule to include a detailed listing of all major tasks for contractors, consultants and City of Burleson vendors. Integration of imported detailed tasks will be required of others. Update key milestones.

3. Identify and highlight critical path item activities.

4. Track actual costs and manage contingency allocations.

5. Identify and track long lead items.

6. Update project schedule weekly.

7. Monitor construction progress to validate key milestones are accomplished and verify critical material deliveries.

8. Manage and coordinate Owner-furnished items and Owner-vendor installations for timely start, completion and coordination with the contractor's schedule.

9. Prepare written monthly report of progress and status of project including invoice summary, cash flow summary, change order summary, and contingency summary (ACR Report).

10. Review all change order requisitions and prepare analysis and recommendations for City of Burleson's approval. Review and substantiate related subcontractor pricing. Negotiate change orders where applicable.

11. Maintain project budget and comparison with expenditures to date.

12. Perform regular job observations to evaluate construction progress, adherence to project plans and specifications, and lead in resolving field problems and disputes in the most economical and expeditious manner possible.

13. Review invoices for work in place, materials stored on site, payments made to date, confirmation of payments to subcontractors from previous month's invoices, and accuracy to avoid advance payment and abuse of invoice process.

14. Assist architect and owner in determining date of Substantial Completion and in development of punch list items which require completion and/or correction.

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15. Integrate City of Burleson's activities with final construction completion efforts to minimize disruption of both.

16. Monitor the procurement of proper close out documents from general contractor including warranties, final release of liens, as built plans, operation, attic stock and maintenance manuals.

17. Assist City of Burleson in procuring any necessary documentation from architect and contractor to ensure City of Burleson accountant's and/or attorney's audit requirements are properly met in a timely manner.

18. Manage the timely completion of Punch Lists, and manage the Warranty Walks with the contractor, including tracking to completion.

**4. Low Voltage/Technology, Furniture, Fixture, and Equipment Management and Coordination**

1. Identify, track and schedule coordination of Owner specialty procurement packages (outside the GMP); Furniture, Fixture, Equipment, Technology, Low Voltage, Graphics, Signage, and Art. All tasks are to be included and tracked in the Master Program Schedule.

2. Lead and manage the Furniture procurement process – including building/furniture tours, manufacturers/dealership tours and demonstrations, coordination of furniture RFQ/RFP, coordination of installation, punch list and final acceptance.

3. Lead and manage the Technology/Low Voltage (Access Control, Security System, CCTV, A/V room integration (Lobby-Reception, Conference rooms, offices, etc.), IDF/MDF Build-out, Data Center Build-out, Horizontal Structured Cabling, etc., coordination with IT department for technology, punch list, testing, cut-over, and final acceptance.

**5. Move Management and Coordination**

1. Assist with the preparation, coordination, and issuance of the Move/Relocation Request for Proposal. Review and present summary of the best value moving vendor and provide recommendations to City of Burleson for approval.

2. Lead and manage the Move/Relocation process – including coordination with the City of Burleson and moving contractor .

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**SIGNATURE PAGE**

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

**CITY OF BURLESON**:

By: _____

Name: _____

Title: _____

Date: _____

Vidaurri Management Group

By: DocuSigned by: Jon Vidaurri B7DFC39C6658447...

Name: Jon Vidaurri

Title: CEO

Date: 9/24/2025

**APPROVED AS TO FORM**:

By: DocuSigned by: Matt Ribitzki FD28C2151675455...
City Attorney, Assistant City Attorney,
or Deputy City Attorney

# City Council Regular Meeting

**DEPARTMENT:** **Finance**

**FROM:** **Kevin Hennessey, Interim Director of Finance**

**MEETING:** **October 20, 2025**

**SUBJECT:**

Consider and take possible action on an ordinance amending the City operating budget (CSO#5910-09-2025) for Fiscal Year 2025-2026 and the 5-Year Capital Improvement Plan. This amendment includes an increase to the operating budget in the amount of $2,914,620 and a net increase to the Capital Improvement Plan (CIP) totaling $5,555,913; and time is of the essence. (First and Final Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance*

**STRATEGIC PRIORITY AND GOAL(S):**

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

**SUMMARY:**

Amending the City budget for the Fiscal Year 20205-2026 by establishing a fund to track the performance of the contract with Sports Facilities Companies for the management of Chisenhall Sports Complex. The amendment includes the annual cost of the contract, one time start up costs, facility set up costs, SFC projected operating revenues, operating costs for cost of goods sold and other operating expenditures.

Amending the 5-Year Capital Improvement Plan includes the addition of a Land Bank purchase, as well as, the removal of the Dry Sauna at the BRiCk

**RECOMMENDATION:**

Approve the ordinance amending the City budget for Fiscal Year 2025-2026 by increasing appropriations to various funds.

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

August 18, the 4B Board approved the budget and Capital Improvement Plan.

September 8, 2025, the City Council approved the second reading of the City's FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

October 20, the 4B board approved a budget amendment.

**REFERENCE:**

CSO#5910-09-2025

**FISCAL IMPACT:**

| Fund | Fiscal Year 2025-2026 Operating Impact |
|---|---|
| Chisenhall Sports Complex Fund | 1,947,124 |
| 4B Fund | 967,496 |
| **Total Impact** | **2,914,620** |

| Fund | Fiscal Year 2025-2026 CIP Impact |
|---|---|
| Land Block | 6,000,000 |
| Dry Sauna BRiCk | -444,087 |
| **Total Impact** | **5,555,913** |

**STAFF CONTACT:**

Kevin Hennessey
Interim Director of Finance
KHennessey@burlesontx.com
817-426-9648

# Fiscal Year 2025-2026 Mid-Year Budget Amendment

PRESENTED TO THE COUNCIL ON

OCTOBER 20,2025

# Overview



Total Fiscal Impact of the Budget Amendment



Purpose of the Budget Amendment by Fund



Fiscal Impact of the Budget Amendment by Fund



CIP Update

892

# SFC Pro Forma

| Revenue | Year 1 |
|---|---|
| Outdoor Rental Baseball/Softball Tournament | $225,500 |
| Outdoor Field Rental | $105,773 |
| Gate Fees | $102,900 |
| Food & Beverage | $447,140 |
| Hotel Rebates | $72,797 |
| Retail | $25,518 |
| **Total Revenue** | **$979,628** |
| | |
| **Total Expenses** | **$1,947,124** |
| | |
| **Net** | **($967,496)** |

# Fiscal Impact of the Budget Amendment

| Fund | Fiscal Year 2025-2026 Impact |
|---|---|
| Chisenhall Sports Complex Fund | 1,947,124 |
| 4B Fund | 967,496 |
| **Total Impact** | **2,914,620** |

# Chisenhall Sports Complex Fund (New)

Facility Set Up Costs - $237,740

One Time Set Up Costs - $200,000

Cost of Goods Sold - $357,972

Operating Expenses - $1,151,412

# Chisenhall Sports Complex Fund (New)

| Department | Account | Proposed Amount | Description |
|---|---|---|---|
| Athletic Fields | Minor Tools & Equipment | 63,740 | Facility Set Up Costs |
| Athletic Fields | Capital Furniture & Equipment | 174,000 | Facility Set Up Costs: mowers, aerators, top dressors, utility vehicles |
| Athletic Fields | Other Professional Services | 155,000 | One Time Set Up Costs |
| Athletic Fields | Capital Furniture & Equipment | 45,000 | One Time Set Up Costs: Golf Carts |
| Athletic Fields | Cost of Sale | 357,972 | Total Cost of Goods Sold |
| Athletic Fields | Salaries | 365,000 | Operating Expenses |
| Athletic Fields | Benefits | 123,537 | Operating Expenses |
| Athletic Fields | Other Professional Services | 662,875 | Operating Expenses |
| | **Total Expenditure Budget Amendment** | **1,947,124** | |

# 4B Fund

Transfer out to Chisenhall Sports Complex Fund

# 4B Fund

| Department | Account | Proposed Amount | Description |
|---|---|---|---|
| Athletic Fields | Transfer to | 967,496 | Fund subsidy |
| | **Total Expenditure Budget Amendment** | **967,496** | |

# Proposed CIP Amendment FY26 – FY30

# Key CIP Updates

Add Land Bank at HCP and I35W to 4A

*$6,000,000*

Remove BRiCK – Dry Sauna from 4B

*($444,087)*

# General Government CIP FY26-30

| | Project # | Project Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|---|
| GO BOND PROJECTS | ST2_50 | Neighborhood Street Rebuilds | | $750,000 | $261,876 | $750,000 | $2,597,953 | | $4,359,829 |
| | FA2301 | Police Expansion | $5,200,000 | $13,607,500 | $16,409,500 | | | | $30,017,000 |
| | ST2501 | SH174 Widening (Schematic & Environmental) | $500,000 | | | $750,000 | | | $750,000 |
| | ST2306 | Hulen at Wilshire Intersection | $200,000 | $1,501,027 | | | | | $1,501,027 |
| | | Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes) | $1,800,000 | $6,003,653 | | | | | $6,003,653 |
| | ST2503 | Elk, Hillside, & FM731- Ped. & Int. Improvements | $427,804 | $204,871 | $403,834 | | | | $608,705 |
| | FA2601 | Fire Station #4 | | | | $2,500,000 | | $13,443,000 | $15,943,000 |
| | ST2601 | FM 1902 and CR 910 Pedestrian Mobility | | $300,000 | $1,189,901 | | | | $1,489,901 |
| | ST2602 | Wilshire Blvd. (SH174) Construction Documents (Wicker Hill to City Limits) | | | | | $1,600,000 | | $1,600,000 |
| | ST2306 | Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes) | $3,887,711 | $11,770,242 | | | | | $11,770,242 |
| | ST2503 | Elk, Hillside, & FM731- Ped. & Int. Improvements | | | $705,749 | | | | $705,749 |
| | ST2_50 | Additional Pavement Rehab | $1,000,000 | | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $4,000,000 |
| | 167361 | Quiet Zone at Dobson Street and County Road 714 | | | $1,045,541 | | | | $1,045,541 |
| | ST2309 | Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match) | $3,725,410 | $259,059 | | | | | $259,059 |
| | ST26__ | Wicker Hill and Greenridge Reconstruction | | $1,200,000 | $5,700,000 | | | | $6,900,000 |
| | ST2651 | CR 914 Reconstruction from CR 914A to CR1021 | | $1,000,000 | | | | | $1,000,000 |
| | | Two New Ambulances | | $1,326,000 | | | | | $1,326,000 |
| | | One Replacement Street Sweeper | | $325,000 | | | | | $325,000 |
| | | Four Replacement Ambulances | | | | $2,652,000 | | | $2,652,000 |
| | | One New Ladder Truck | | | | | $2,438,197 | | $2,438,197 |
| | | One New Brush Truck | | | | | $367,332 | | $367,332 |
| | | One Replacement BearCat | | | | | $350,000 | | $350,000 |
| | | Total | $16,740,925 | $38,247,352 | $26,716,401 | $7,652,000 | $8,353,482 | $14,443,000 | $95,412,235 |

## No Changes Proposed

# Water and Sewer CIP FY26-30

| Project # | Water Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| WW2_90 | Waterline Rehabilitation | | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $10,000,000 |
| WA2301 | Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission | $17,665,002 | $3,857,228 | | | | | $3,857,228 |
| WA2401 | Hulen Ground Storage Tank Rehabilitation | | $152,000 | $1,354,557 | | | | $1,506,557 |
| WA2502 | Mountain Valley EST and GST Demolition | | $84,395 | $752,333 | | | | $836,728 |
| ST2306 | 16" Hulen Street Waterline | $464,889 | | $5,853,180 | | | | $5,853,180 |
| WA2503 | 12" Waterline Loop for Mountain Valley | $410,248 | $1,072,813 | | | | | $1,072,813 |
| WA2306 | Offsite Water Supply from Fort Worth | $2,845,206 | | $13,486,298 | | | | $13,486,298 |
| WA2602 | Hulen Pump Station Expansion | | | | $391,255 | $2,804,349 | | $3,195,604 |
| | New Mountain Valley 0.75 MG EST | | | $475,000 | $3,200,000 | | | $3,675,000 |
| WA2701 | Turkey Peak Elevated Storage Tank Rehabilitation | | | | $200,211 | $1,437,171 | | $1,637,382 |
| WA2702 | Hidden Creek Pkwy Tank Rehab | | | | $499,993 | | | $499,993 |
| | **Water Total** | **$21,385,345** | **$7,166,436** | **$23,921,368** | **$6,291,459** | **$6,241,520** | **$2,000,000** | **$67,006,128** |

| Project # | Sewer Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| WW2_90 | Sewer Line Rehabilitation | | $1,687,839 | $3,000,000 | $3,000,000 | $3,000,000 | $3,000,000 | $13,687,839 |
| WW2301 | Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) | $3,386,196 | $24,178,034 | $3,500,000 | | | | $27,678,034 |
| WW2502 | Parkview Dr Sewer Upsizing to 10" | | $139,285 | $1,000,558 | | | | $1,139,843 |
| WW2601 | 12" Wastewater line Replacement in Village Creek Basin (Golf Course) | $317,776 | $2,454,224 | | | | | $2,454,224 |
| WW26__ | Phase II - 24" Parallel Sewer from FM 731 to Village Creek | $783,935 | | | $3,780,000 | $2,310,000 | | $6,090,000 |
| WW2602 | FM 917 and 35W Lift Station and Pressure Main | | $600,724 | $3,681,096 | | | | $4,281,820 |
| WW26__ | Future Sewer Capacity Study | | $105,000 | | | | | $105,000 |
| WW26__ | Chisholm West Lift Station Force Main / Collector | | $913,500 | $6,510,000 | | | | $7,423,500 |
| WW26__ | Hyder Ranch Masterplan Sewer (G-B, G-C & C-H) | | | | $3,465,000 | | $4,462,500 | $7,927,500 |
| WW26__ | Legacy Hill Sewer Extension | | $651,000 | | | | | $651,000 |
| | **Sewer Total** | **$4,487,907** | **$30,729,606** | **$17,691,654** | **$10,245,000** | **$5,310,000** | **$7,462,500** | **$75,926,667** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Water & Sewer Total** | **$25,873,252** | **$37,896,042** | **$41,613,022** | **$16,536,459** | **$11,551,520** | **$9,462,500** | **$117,059,543** |

## No Changes Proposed

# 4A CIP FY26-30

| Project # | 4A Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| ST2301 | Alsbury Blvd | $4,001,277 | | $5,000,000 | $5,000,000 | | | $10,000,000 |
| DV2302 | Lakewood Drive Extension | $1,311,915 | | $4,000,000 | | | | $4,000,000 |
| | Hooper Business Park Sign | | | $500,000 | | | | $500,000 |
| | Future Project | | | | $10,000,000 | | | $10,000,000 |
| | West Side Infrastructure | $500,000 | $5,000,000 | | | | | $5,000,000 |
| | Land Bank at HCP and I35W | | $6,000,000 | | | | | $6,000,000 |
| | **Total** | **$5,813,192** | **$11,000,000** | **$9,500,000** | **$15,000,000** | **$0** | **$0** | **$35,500,000** |

# 4B CIP FY26-30

| 4B Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|
| Warren Park-Study | | $75,075 | | | | | $75,075 |
| Mistletoe Hill - Bathroom Addition | | | $163,375 | | | | $163,375 |
| Green Ribbon | $90,000 | $120,750 | | | | | $120,750 |
| ~~BRiCk - Dry Sauna~~ | | ~~$444,087~~ | | | | | $0 |
| Russell Farm - Domestic Water | | $21,000 | | | | | $21,000 |
| Russell Farm - Bathroom at Chesapeake Building | | $75,448 | | | | | $75,448 |
| Russell Farm - Master Plan | | $32,051 | | | | | $32,051 |
| Golf - Fence | | $262,500 | | | | | $262,500 |
| Golf - Additional Well | | $183,750 | | | | | $183,750 |
| Bailey Lake - New Playground | | | $523,687 | | | | $523,687 |
| Mistletoe Hill | | | $614,250 | | | | $614,250 |
| Golf - Pond Renovation | | | $99,419 | | | | $99,419 |
| New Community Park - Playground | | | | $787,500 | | | $787,500 |
| Bartlett - Playground Replacement | | | | $441,000 | | | $441,000 |
| Heberle - Park Improvements | | | | $352,800 | | | $352,800 |
| Elk Ridge Park - Bathroom Addition | | | | $170,336 | | | $170,336 |
| Golf - Greens Resurface | | | | $460,156 | | | $460,156 |
| Chisenhall - Playground Replacement | | | | | $546,000 | | $546,000 |
| Warren Park - Park Improvements | | | | | $1,312,500 | | $1,312,500 |
| Bailey Lake - Low Water Crossing | | | | | $231,000 | | $231,000 |
| BRiCk Roof Replacement | | | | | $1,260,000 | | $1,260,000 |
| Claudia's Playground - Bathroom Addition | | | | | | $180,556 | $180,556 |
| **Total** | **$90,000** | **$770,574** | **$1,400,731** | **$2,211,792** | **$3,349,500** | **$180,556** | **$7,913,153** |

# TIF CIP FY26-30

| Project # | TIF 2 Project Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| | TBD | | | | | | | $0 |
| | TBD | | | | | | | $0 |
| | Total | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

No Changes Proposed

# Proposed CIP Fund Adjustments

| FUND SUMMARY | 2026 | 2027 | 2028 | 2029 | 2030 | FY26-30 TOTAL |
|---|---|---|---|---|---|---|
| General Government Bonds | $36,316,220 | $26,716,401 | $7,652,000 | $8,353,482 | $14,443,000 | **$93,481,103** |
| Water Bonds | $7,166,436 | $23,921,368 | $6,291,459 | $6,241,520 | $2,000,000 | **$45,620,783** |
| Sewer Bonds | $30,729,606 | $17,691,654 | $10,245,000 | $5,310,000 | $7,462,500 | **$71,438,760** |
| TIF 2 Bonds | $0 | $0 | $0 | $0 | $0 | **$0** |
| 4A Bonds | $11,000,000 | $9,500,000 | $15,000,000 | $0 | $0 | **$35,500,000** |
| 4B Bonds | $770,574 | $1,400,731 | $2,211,792 | $3,349,500 | $180,556 | **$7,913,153** |
| Cash / Other Funding | $1,931,132 | $0 | $0 | $0 | $0 | **$1,931,132** |
| **Total** | **$87,913,968** | **$79,230,154** | **$41,400,251** | **$23,254,502** | **$24,086,056** | **$255,884,931** |

# Recommendation / Action Requested

Move to approve a resolution requesting a Mid-Year Budget Amendment to increase the appropriations in the amount of $ 2,914,620 in various funds to accommodate operating and capital needs and amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030.

# Questions / Comments



**ORDINANCE**

**AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2025-2026 BY INCREASING APPROPRIATIONS IN THE 4B FUND IN THE AMOUNT OF $967,496, BY INCREASING APPROPRIATIONS IN THE CHISENHALL SPORTS COMPLEX FUND IN THE AMOUNT OF $1,947,124, AMENDING THE CAPITAL IMPROVEMENT PLAN OF THE COMMUNITY SERVICE DEVELOPMENT CORPORATION, AMENDING THE CAPITAL IMPROVEMENT PLAN OF THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INSTRUCTING THE CITY MANAGER TO FILE THE BUDGET WITH THE COUNTY CLERK; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND 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 desires to increase appropriations in the 4B Fund in the amount of $967,496; and

**WHEREAS,** the City desires to increase appropriations in the Chisenhall Sports Complex Fund in the amount of $1,947,124; and

**WHEREAS,** the City desires to amend the 5 Year Capital Improvement Plan of the Community Service Development Corporation (Type B Corporation); and

**WHEREAS,** the City desires to amend the 5 Year Capital Improvement Plan of the Burleson 4A Economic Development Corporation (Type A Corporation); and

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

**WHEREAS,** the City Council finds and determines that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance supplements the adopted budget by appropriating additional funds, because this ordinance is not considered as part of the consent agenda, and because time is of the essence; and

**WHEREAS,** the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

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

**Section 1.**

In addition to those amounts appropriated from the various City departments for Fiscal Year 2025-2026 in the annual budget, there shall also be increased or decreased, as the case may be, appropriations in the following funds:

1. Increase appropriations in the 4B Fund in the amount of $967,496; and
2. Increase appropriations in the Chisenhall Sports Complex Fund in the amount of $1,947,124.

Additionally, the 5 Year Capital Improvement Plan of the Community Service Development Corporation (Type B Corporation) is amended as provided on Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Further, the 5 Year Capital Improvement Plan of the Burleson 4A Economic Development Corporation (Type A Corporation) is amended as provided on Exhibit "B," attached hereto and incorporated herein by reference for all purposes.

**Section 2.**

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

**Section 3.**

That, in accordance with state law, the City Manager shall file or cause to be filed a true and correct copy of this ordinance, with the City Secretary and in the office of the County Clerks of Johnson and Tarrant County, Texas.

**Section 4.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 5.**

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

**Section 6.**

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 7.**

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

AND IT IS SO ORDAINED.

**PASSED AND APPROVED** this _____ day of _____, 20_____.

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

Exhibit “A”

| 4B Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|
| Warren Park-Study | | $75,075 | | | | | $75,075 |
| Mistletoe Hill - Bathroom Addition | | | $163,375 | | | | $163,375 |
| Green Ribbon | $90,000 | $120,750 | | | | | $120,750 |
| ~~BRICK - Dog Sauna~~ | | ~~$444,087~~ | | | | | $0 |
| Russell Farm - Domestic Water | | $21,000 | | | | | $21,000 |
| Russell Farm - Bathroom at Chesapeake Building | | $75,448 | | | | | $75,448 |
| Russell Farm - Master Plan | | $32,051 | | | | | $32,051 |
| Golf - Fence | | $262,500 | | | | | $262,500 |
| Golf - Additional Well | | $183,750 | | | | | $183,750 |
| Bailey Lake - New Playground | | | $523,687 | | | | $523,687 |
| Mistletoe Hill | | | $614,250 | | | | $614,250 |
| Golf - Pond Renovation | | | $99,419 | | | | $99,419 |
| New Community Park - Playground | | | | $787,500 | | | $787,500 |
| Bartlett - Playground Replacement | | | | $441,000 | | | $441,000 |
| Heberle - Park Improvements | | | | $352,800 | | | $352,800 |
| Elk Ridge Park - Bathroom Addition | | | | $170,336 | | | $170,336 |
| Golf - Greens Resurface | | | | $460,156 | | | $460,156 |
| Chisenhall - Playground Replacement | | | | | $546,000 | | $546,000 |
| Warren Park - Park Improvements | | | | | $1,312,500 | | $1,312,500 |
| Bailey Lake - Low Water Crossing | | | | | $231,000 | | $231,000 |
| BRICK Roof Replacement | | | | | $1,260,000 | | $1,260,000 |
| Claudia's Playground - Bathroom Addition | | | | | | $180,556 | $180,556 |
| **Total** | **$90,000** | **$770,574** | **$1,400,731** | **$2,211,792** | **$3,349,500** | **$180,556** | **$7,913,153** |

Exhibit “B”

| Project # | 4A Projects Name | Prior Allocations | 2026 | 2027 | 2028 | 2029 | 2030 | Total Per Project (FY26-30) |
|---|---|---|---|---|---|---|---|---|
| ST2301 | Alsbury Blvd | $4,001,277 | | $5,000,000 | $5,000,000 | | | $10,000,000 |
| DV2302 | Lakewood Drive Extension | $1,311,915 | | $4,000,000 | | | | $4,000,000 |
| | Hooper Business Park Sign | | | $500,000 | | | | $500,000 |
| | Future Project | | | | $10,000,000 | | | $10,000,000 |
| | West Side Infrastructure | $500,000 | $5,000,000 | | | | | $5,000,000 |
| | Land Bank at HCP and I35W | | $6,000,000 | | | | | $6,000,000 |
| | Total | $5,813,192 | $11,000,000 | $9,500,000 | $15,000,000 | $0 | $0 | $35,500,000 |

THE SPORTS FACILITIES ADVISORY

# CHISENHALL OPERATING PRO FORMA – BYA Year 3 (No Alcohol)

PREPARED FOR: CITY OF BURLESON

REPORT DELIVERY DATE: SEPTEMBER 2025








# Facility Set Up Costs

DRAFT

**Exhibit A**

## Chisenhall Fields - Burleson, TX

| Cost Estimate for Field Maintenance Equipment (15 Fields) 7.15.25 | Proposed Quantity | Cost Per | Total |
|---|---|---|---|
| **Turf Maintenance (Grass Areas)** | | | |
| **Riding Reel Mowers (Turf)**: | 4 | $20,000 | $80,000 |
| (e.g., Toro Reelmaster 3100-D or John Deere 2500B, professional reel mowers) | | | |
| **Walk-Behind Mowers**: | 4 | $1,000 | $4,000 |
| (e.g., push mower | | | |
| **Aerators**: | 2 | $5,000 | $10,000 |
| (e.g., tow behind model | | | |
| **Topdressers:** | 2 | $10,000 | $20,000 |
| (e.g., Toro ProPass 200 Series) - Attached to Heavy Duty Vehicle | | | |
| **Fertilizer/Seed Spreaders**: | 2 | $500 | $1,000 |
| (e.g., Lely Ground Driven WFR Pulled by Workman or HR(Pulled by tractor) | | | |
| **Sprayers (Boom or Tank)**: | 2 | $10,000 | $20,000 |
| (e.g., Toro MultiPro Sprayer 1750 or Jacobsen Spraytek XP175) | | | |
| **Edgers**: | 5 | $500 | $2,500 |
| (e.g., Stihl FC 91, Husquvarna 525 ECS) | | | |
| **Synthetic/Infield Maintenance** | | | |
| **Infield Groomers**: | 2 | $7,000 | $14,000 |
| (e.g., Greens Groomer, SMG TT2200) | | | |
| **Friction Sweepers**: | 2 | $3,500 | $7,000 |
| (e.g., Litter Kat, Turf Chief) | | | |
| **Irrigation and Water Management** | | | |
| **Hose Reels and Hoses**: | 7 | $300 | $2,100 |
| (e.g., Liberty Garden) | | | |
| **Portable Water Pumps**: 4 units | 3 | $750 | $2,250 |
| (e.g., Honda WX10) | | | |
| **General Maintenance and Support** | | | |
| **Utility Vehicles**: | 2 | $15,000 | $30,000 |
| (e.g., John Deere Gator or Toro MDX) | | | |
| **Leaf Blowers**: | 8 | $400 | $3,200 |
| (e.g., Stihl BR800 X or Husqvarna 580BTS) | | | |
| **String Trimmers**: | 6 | $350 | $2,100 |
| (e.g., Husqvarna 525LST) | | | |
| **Paint Sprayers**: | 2 | $3,000 | $6,000 |
| (e.g., Graco FieldLazer) | | | |
| **Shop and Storage** | | | |
| **Tool Chests/Cabinets**: | 4 | $750 | $3,000 |
| (e.g., Craftsman or Husky) | | | |
| **Pressure Washers**: | 1 | $2,500 | $2,500 |
| (e.g., Simpson PowerShot) | | | |
| **Backup Generators**: | 1 | $3,500 | $3,500 |
| (e.g., Generac 7000W) | | | |

DRAFT

# Chisenhall Fields - Burleson, TX

| Cost Estimate for Field Maintenance Equipment (15 Fields) 7.15.25 | Proposed Quantity | Cost Per | Total |
|---|---|---|---|
| **Turf Maintenance Hand Tools** | | | |
| **Sod Knives**: | 6 | $25 | $150 |
| Description: Heavy-duty knives (e.g., Lesco or A.M. Leonard) for cutting sod during turf repairs. | | | |
| **Hand Weeders**: | 6 | $15 | $90 |
| Description: Tools (e.g., Fiskars or CobraHead) for removing weeds from turf without chemicals. | | | |
| **Turf Edgers (Hand)**: | 6 | $35 | $210 |
| Description: Manual edgers (e.g., True Temper or Ames) for clean grass-clay or sidewalk edges (backup for gas edgers). | | | |
| **Divot Repair Tools**: | 6 | $20 | $120 |
| Description: Small forks or scoops (e.g., Par Aide) for fixing turf divots in outfields. | | | |
| **Shovels (Square and Round Point)**: | 6 | $30 | $180 |
| Description: Durable shovels (e.g., True Temper or Bully Tools) for moving soil or debris. | | | |
| **Wheelbarrows**: | 6 | $200 | $1,200 |
| Description: Heavy-duty wheelbarrows (e.g., Ames or Jackson) for transporting materials. | | | |
| **Hand Trowels**: | 6 | $20 | $120 |
| Description: Small trowels (e.g., A.M. Leonard) for precise turf repairs. | | | |
| **Measuring Tapes (400 ft)**: | 6 | $75 | $450 |
| Description: Long tapes (e.g., Lufkin or Stanley) for lining fields or checking dimensions. | | | |
| **Base Cleaning Brushes**: | 6 | $20 | $120 |
| Description: 1 per field for daily cleaning of bases and home plates. | | | |
| **Soil Probes**: | 4 | $35 | $140 |
| Description: 1 per 2 fields for shared use in testing soil compaction or moisture. | | | |
| **String Lines and Stakes**: | 6 | $20 | $120 |
| Description: 1 set per field for precise field lining or repair layouts. | | | |
| **Tool Racks**: | 2 | $200 | $400 |
| Description: 1 per 4 fields, assuming centralized storage areas for rakes, shovels, etc. | | | |
| **Tool Buckets with Organizers**: | 6 | $35 | $210 |
| Description: 1 per groundskeeper, assuming 24 crew members for concurrent work. | | | |
| **Tool Bags/Belts**: | 6 | $35 | $210 |
| Description: 1 per groundskeeper for hands-free tool carrying. | | | |
| **Safety Gear** | | | |
| **Work Gloves**: | 12 | $20 | $240 |
| Description: 2 pairs per groundskeeper (24 crew members) for handling tools and materials. | | | |
| **Safety Glasses**: | 12 | $10 | $120 |
| Description: 1 per groundskeeper for eye protection. | | | |
| **Knee Pads**: | 6 | $25 | $150 |
| Description: 1 per groundskeeper for comfort during low-level tasks. | | | |
| **Tool Maintenance Supplies** | | | |
| **Sharpening Files**: | 6 | $25 | $150 |
| Description: 1 per 2 fields for shared use in sharpening edgers, knives, and shovels. | | | |
| **Cleaning Brushes (Wire)**: | 6 | $10 | $60 |
| Description: 1 per field for removing rust or debris from tools. | | | |
| **Replacement Handles (Rake/Shovel)**: | 6 | $25 | $150 |
| Description: 1 per field as backup for quick repairs. | | | |
| **Loose Maintenance Supplies** | | | |
| **Budget for Remaining Items Not Defined Above**: | | | |
| Description: Any tools/items determined to be necessary by the operations team based on specific ve | 1 | $20,000 | $20,000 |
| | | | |
| | | | **Low** |
| **Budget Totals** | | | **$237,740** |

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# Exhibit B

## Chisenhall Fields One Time SFC Set-up Costs

| Operational Set Up Costs | $ 127,000 |
|---|---|
| Website | $ 15,000 |
| Wifi Install & Equipment - estimage | $ 10,000 |
| Business Licenses | $ 1,000 |
| Staff Uniforms | $ 2,000 |
| General Office FFE (managers office) | $ 4,000 |
| IT & Office Supplies Equipment | $ 9,500 |
| POS Equipment | $ 8,500 |
| Management Co Travel | $ 5,000 |
| On site Manager Relocation / Recruitment | $ 10,000 |
| F&B inventory | $ 15,000 |
| Golf Carts (1 2 seater, 2 4 seater, 1 6 seat shuttle - estima | $ 45,000 |
| Cash | $ 2,000 |

| Other Potential One Time Costs | $ 25,000 |
|---|---|
| Rest Room Renovations - "estimate" | $ - |
| Additional & Replacement Concession Equipment - estim | $ 25,000 |

| Working Capital Up Front Funding | $ 200,000 |
|---|---|

**Additional funding requested quarterly as needed*

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# Financial Performance Summary

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## Total Revenue & Expenses - BYA Year 3

| Revenue | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Outdoor Rental Baseball/Softball Tourname | $225,500 | $304,200 | $420,300 | $485,100 | $528,885 |
| Outdoor Field Rental | $105,773 | $109,561 | $96,269 | $101,083 | $111,444 |
| Gate Fees | $102,900 | $112,980 | $154,350 | $168,840 | $183,330 |
| Food & Beverage | $447,140 | $679,644 | $927,536 | $1,017,352 | $1,107,279 |
| Hotel Rebates | $72,797 | $82,854 | $119,253 | $133,141 | $147,030 |
| Retail | $25,518 | $27,392 | $34,416 | $36,635 | $38,866 |
| **Total Revenue** | **$979,628** | **$1,316,632** | **$1,752,124** | **$1,942,151** | **$2,116,834** |
| | | | | | |
| **Cost of Goods Sold** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Outdoor Rental Baseball/Softball Tourname | $22,550 | $30,420 | $42,030 | $48,510 | $52,889 |
| Outdoor Field Rental | $5,289 | $5,478 | $4,813 | $5,054 | $5,572 |
| Gate Fees | $21,630 | $23,310 | $29,925 | $31,920 | $33,915 |
| Food & Beverage | $290,641 | $441,769 | $602,899 | $661,279 | $719,732 |
| Hotel Rebates | $0 | $0 | $0 | $0 | $0 |
| Retail | $17,863 | $19,175 | $24,091 | $25,645 | $27,206 |
| **Total Cost of Goods Sold** | **$357,972** | **$520,151** | **$703,758** | **$772,407** | **$839,313** |
| | | | | | |
| **Gross Margin** | **$621,655** | **$796,481** | **$1,048,366** | **$1,169,744** | **$1,277,521** |
| *% of Revenue* | *63%* | *60%* | *60%* | *60%* | *60%* |
| | | | | | |
| Facility Expenses | $238,393 | $242,872 | $250,692 | $255,483 | $260,326 |
| Operating Expense | $424,482 | $438,746 | $478,603 | $500,216 | $520,846 |
| Management Payroll | $365,000 | $379,600 | $394,784 | $410,575 | $426,998 |
| Payroll Taxes/Benefits/Bonus | $123,537 | $146,549 | $172,924 | $185,490 | $197,659 |
| **Total Operating Expenses** | **$1,151,412** | **$1,207,767** | **$1,297,003** | **$1,351,764** | **$1,405,829** |
| | | | | | |
| **EBITDA** | **($529,757)** | **($411,286)** | **($248,638)** | **($182,020)** | **($128,308)** |
| *% of Revenue* | *-54.1%* | *-31.2%* | *-14.2%* | *-9.4%* | *-6.1%* |
| | | | | | |
| *Field Maintenance Equipment Costs* | *($237,740)* | *$0* | *$0* | *$0* | *$0* |
| *Operational Set Up Costs* | *($127,000)* | *$0* | *$0* | *$0* | *$0* |
| *Replacement and Renovation Costs* | *($25,000)* | *$0* | *$0* | *$0* | *$0* |
| *Sponsorship Income (Net)* | *$90,000* | *$108,000* | *$114,000* | *$120,000* | *$120,000* |
| **Total Net Income** | **($829,497)** | **($303,286)** | **($134,638)** | **($62,020)** | **($8,308)** |

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# Economic Impact

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## Economic Impact

### Number of Events Per Year

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Baseball/Softball Tournaments | 28 | 30 | 36 | 37 | 38 |
| **Total Events Per Year** | **28** | **30** | **36** | **37** | **38** |

### Per Person Spending By Category

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Lodging/Accommodations | $60.33 | $61.24 | $62.16 | $63.09 | $64.04 |
| Dining/Groceries | $60.00 | $60.90 | $61.81 | $62.74 | $63.68 |
| Transportation | $10.20 | $10.35 | $10.51 | $10.67 | $10.83 |
| Entertainment/Attractions | $4.80 | $4.87 | $4.95 | $5.02 | $5.09 |
| Retail | $28.20 | $28.62 | $29.05 | $29.49 | $29.93 |
| Miscellaneous | $16.20 | $16.44 | $16.69 | $16.94 | $17.19 |
| **Total** | **$179.73** | **$182.43** | **$185.17** | **$187.94** | **$190.76** |

### Economic Impact Drivers

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Non-Local Days in Market - Overnight | 82,499 | 93,272 | 132,253 | 146,853 | 161,453 |
| Room Nights | 19,152 | 21,798 | 31,374 | 35,028 | 38,682 |

### Economic Impact

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Total Direct Spending - Overnight | $14,827,730 | $17,015,458 | $24,488,683 | $27,600,032 | $30,799,211 |
| Total Indirect Spending | $0 | $0 | $0 | $0 | $0 |
| **Total Economic Impact** | **$14,827,730** | **$17,015,458** | **$24,488,683** | **$27,600,032** | **$30,799,211** |

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# Business Unit Analysis

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## Baseball/Softball Rental Tournament Revenue & Expenses

| Revenue | Management Assumption | Rental Fees Year 1 | Rental Fees Year 2 | Rental Fees Year 3 | Rental Fees Year 4 | Rental Fees Year 5 | Number of Events per Year Year 1 | Number of Events per Year Year 2 | Number of Events per Year Year 3 | Number of Events per Year Year 4 | Number of Events per Year Year 5 | Event Details | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Small Tournament - 4 Fields, 2 Days** | | | | | | | | | | | | | | | | | |
| Team Information | | | | | | | | | | | | 420 | | | | | |
| Diamond Field | 15 Players per Team | | | | | | | | | | | 28 | | | | | |
| Rental Fees | Daily Rental Rate | $500 | $600 | $600 | $630 | $630 | 12 | 12 | 12 | 11 | 10 | 8 | $48,000 | $57,600 | $57,600 | $55,440 | $50,400 |
| Spectators | 2 Spectators per Player | | | | | | | | | | | 840 | | | | | |
| **Medium Tournament - 8 Fields, 2 Days** | | | | | | | | | | | | | | | | | |
| Team Information | | | | | | | | | | | | 840 | | | | | |
| Diamond Field | 15 Players per Team | | | | | | | | | | | 56 | | | | | |
| Rental Fees | Daily Rental Rate | $500 | $600 | $600 | $630 | $630 | 10 | 11 | 12 | 12 | 12 | 16 | $80,000 | $105,600 | $115,200 | $120,960 | $120,960 |
| Spectators | 2 Spectators per Player | | | | | | | | | | | 1680 | | | | | |
| **Large Tournament - 12 Fields, 2.5 Days** | | | | | | | | | | | | | | | | | |
| Team Information | | | | | | | | | | | | 1260 | | | | | |
| Diamond Field | 15 Players per Team | | | | | | | | | | | 84 | | | | | |
| Rental Fees | Daily Rental Rate | $500 | $600 | $600 | $630 | $630 | 4 | 4 | 6 | 6 | 6 | 30 | $60,000 | $72,000 | $108,000 | $113,400 | $113,400 |
| Spectators | 2 Spectators per Player | | | | | | | | | | | 2520 | | | | | |
| **Extra Large Tournament - 15 Fields, 2.5 Days** | | | | | | | | | | | | | | | | | |
| Team Information | | | | | | | | | | | | 1575 | | | | | |
| Diamond Field | 15 Players per Team | | | | | | | | | | | 105 | | | | | |
| Rental Fees | Daily Rental Rate | $500 | $600 | $600 | $630 | $630 | 2 | 2 | 3 | 4 | 5 | 38 | $37,500 | $45,000 | $67,500 | $94,500 | $118,125 |
| Spectators | 2 Spectators per Player | | | | | | | | | | | 3150 | | | | | |
| **Large Summer Tournament - 8 Fields, 5 Days** | | | | | | | | | | | | | | | | | |
| Team Information | | | | | | | | | | | | 840 | | | | | |
| Diamond Field | 15 Players per Team | | | | | | | | | | | 56 | | | | | |
| Rental Fees | Daily Rental Rate | $500 | $600 | $600 | $630 | $630 | - | 1 | 3 | 4 | 5 | 40 | $0 | $24,000 | $72,000 | $100,800 | $126,000 |
| Spectators | 2 Spectators per Player | | | | | | | | | | | 1680 | | | | | |
| | **Non-Capacity Growth Rate** | | 1.00 | 1.00 | 1.05 | 1.00 | 28 | 30 | 36 | 37 | 38 | | | | | | |
| | | | | | | | 28 | 30 | 36 | 37 | 38 | | | | | | |
| | | **Total Revenue** | | | | | | | | | | | **$225,500** | **$304,200** | **$420,300** | **$485,100** | **$528,885** |

| Cost of Goods Sold | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Tournament Attendant Staff | 10% Gross Revenue | $22,550 | $30,420 | $42,030 | $48,510 | $52,889 |
| Trainer Fees | Pass Through | $0 | $0 | $0 | $0 | $0 |
| | **Total Cost of Goods Sold** | **$22,550** | **$30,420** | **$42,030** | **$48,510** | **$52,889** |
| | **Net Revenue** | **$202,950** | **$273,780** | **$378,270** | **$436,590** | **$475,997** |

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## Outdoor Baseball/Softball Revenue & Expenses

| Revenue | Management Assumption | Program Fees | | | | | Number of Registrations | | | | | Sellable Sessions | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | | | | | | |
| Instructional Camps (Full Days) | $/Week | $200 | $200 | $220 | $220 | $231 | - | - | - | - | - | 2 | $0 | $0 | $0 | $0 | $0 |
| **League** | | | | | | | | | | | | | | | | | |
| Sept. - Oct. League | $/Team | $1,250 | $1,250 | $1,375 | $1,375 | $1,444 | - | - | - | - | - | 1 | $0 | $0 | $0 | $0 | $0 |
| Nov. - Dec. League | $/Team | $1,250 | $1,250 | $1,375 | $1,375 | $1,444 | - | - | - | - | - | 1 | $0 | $0 | $0 | $0 | $0 |
| Jan. - Feb. League | $/Team | $1,250 | $1,250 | $1,375 | $1,375 | $1,444 | - | - | - | - | - | 1 | $0 | $0 | $0 | $0 | $0 |
| Mar. - Apr. League | $/Team | $1,250 | $1,250 | $1,375 | $1,375 | $1,444 | - | - | - | - | - | 1 | $0 | $0 | $0 | $0 | $0 |
| May - June League | $/Team | $1,250 | $1,250 | $1,375 | $1,375 | $1,444 | - | - | - | - | - | 1 | $0 | $0 | $0 | $0 | $0 |
| July - Aug. League | $/Team | $1,250 | $1,250 | $1,375 | $1,375 | $1,444 | - | - | - | - | - | 1 | $0 | $0 | $0 | $0 | $0 |
| | **Non-Capacity Growth Rate** | 1.00 | 1.10 | 1.00 | 1.05 | | 1.21 | 1.16 | 1.11 | 1.06 | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **Total Revenue** | | | | | | | | | | | | | **$0** | **$0** | **$0** | **$0** | **$0** |

| Cost of Goods Sold | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Baseball/Softball Management | Responsibility of Management Team | $0 | $0 | $0 | $0 | $0 |
| Baseball/Softball Staff | 5% Gross Revenue | $0 | $0 | $0 | $0 | $0 |
| Umpire Fees | Avg. $50/Game | $0 | $0 | $0 | $0 | $0 |
| Instructor Fees | 25% Instructor Revenue | $0 | $0 | $0 | $0 | $0 |
| Equipment and Supplies | 2% Gross Revenue | $0 | $0 | $0 | $0 | $0 |
| Awards | 2% Gross Revenue | $0 | $0 | $0 | $0 | $0 |
| **Total Cost of Goods Sold** | | **$0** | **$0** | **$0** | **$0** | **$0** |
| | | | | | | |
| **Net Revenue** | | **$0** | **$0** | **$0** | **$0** | **$0** |

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## Outdoor Field Rental Revenue & Expenses

| Revenue | Management Assumption | Rental Fees Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Number of Rentals Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Sellable Sessions | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Baseball/Softball Field Rentals*** | | | | | | | | | | | | | | | | | |
| Sept. - Oct. | $/Hour | $40 | $40 | $44 | $44 | $46 | 256 | 269 | 296 | 310 | 326 | 1 | $10,240 | $10,752 | $13,010 | $13,660 | $15,061 |
| Nov. - Dec. | $/Hour | $40 | $40 | $44 | $44 | $46 | 80 | 84 | 92 | 97 | 102 | 1 | $3,200 | $3,360 | $4,066 | $4,269 | $4,706 |
| Jan. - Feb. | $/Hour | $40 | $40 | $44 | $44 | $46 | 80 | 84 | 92 | 97 | 102 | 1 | $3,200 | $3,360 | $4,066 | $4,269 | $4,706 |
| Mar. - Apr. | $/Hour | $40 | $40 | $44 | $44 | $46 | 256 | 269 | 296 | 310 | 326 | 1 | $10,240 | $10,752 | $13,010 | $13,660 | $15,061 |
| May - June | $/Hour | $40 | $40 | $44 | $44 | $46 | 528 | 554 | 610 | 640 | 672 | 1 | $21,120 | $22,176 | $26,833 | $28,175 | $31,063 |
| July - Aug | $/Hour | $40 | $40 | $44 | $44 | $46 | 528 | 554 | 610 | 640 | 672 | 1 | $21,120 | $22,176 | $26,833 | $28,175 | $31,063 |
| ***BYA Player Fee to City (Year 1 and 2)*** | | | | | | | | | | | | | | | | | |
| Sept. - Nov. | | $0 | $0 | $0 | $0 | $0 | - | - | - | - | - | 1 | $30,000 | $30,000 | $0 | $0 | $0 |
| Field Light Usage Charge | $/Hour | $11 | $11 | $12 | $12 | $13 | 605 | 635 | 699 | 733 | 770 | 1 | $6,653 | $6,985 | $8,452 | $8,875 | $9,785 |
| | **Non-Capacity Growth Rate** | | 1.00 | 1.10 | 1.00 | 1.05 | | 1.05 | 1.10 | 1.05 | 1.05 | | | | | | |
| | | | | | | | | | | | | **Total Revenue** | **$105,773** | **$109,561** | **$96,269** | **$101,083** | **$111,444** |

| Cost of Goods Sold | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Supervision/Maintenance Staff | 5% Gross Revenue | $5,289 | $5,478 | $4,813 | $5,054 | $5,572 |
| | **Total Cost of Goods Sold** | **$5,289** | **$5,478** | **$4,813** | **$5,054** | **$5,572** |
| | **Net Revenue** | **$100,484** | **$104,083** | **$91,456** | **$96,029** | **$105,872** |

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## Gate Fees Revenue & Expenses

| Event Type | Tournament Pass | Gate Fee | Number of Events per Year | | | | | Daily Attendees (Non-Athletes) | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | | | | | | |
| Rental Baseball - Small | 1 | $10.00 | 12 | 12 | 12 | 11 | 10 | 840 | $100,800 | $100,800 | $100,800 | $92,400 | $84,000 |
| Rental Baseball - Medium | 1 | $10.00 | 10 | 11 | 12 | 12 | 12 | 1680 | $168,000 | $184,800 | $201,600 | $201,600 | $201,600 |
| Rental Baseball - Large | 1 | $15.00 | 4 | 4 | 6 | 6 | 6 | 2520 | $151,200 | $151,200 | $226,800 | $226,800 | $226,800 |
| Rental Baseball - Extra Large | 1 | $15.00 | 2 | 2 | 3 | 4 | 5 | 3150 | $94,500 | $94,500 | $141,750 | $189,000 | $236,250 |
| Rental Baseball - Large Summer | 1 | $20.00 | - | 1 | 3 | 4 | 5 | 1680 | $0 | $33,600 | $100,800 | $134,400 | $168,000 |
| Gate Fee Reduction of Revenue (Rental) | 80% to Rights Holder | | | | | | | | ($411,600) | ($451,920) | ($617,400) | ($675,360) | ($733,320) |
| | | | 28 | 30 | 36 | 37 | 38 | | | | | | |
| **Total Revenue** | | | | | | | | | **$102,900** | **$112,980** | **$154,350** | **$168,840** | **$183,330** |

| Cost of Goods Sold | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Gate Staff | $0.25 Per Sale | $10,815 | $11,655 | $14,963 | $15,960 | $16,958 |
| Gate Ticket Cost | $0.25 Per Ticket | $10,815 | $11,655 | $14,963 | $15,960 | $16,958 |
| **Total Cost of Goods Sold** | | **$21,630** | **$23,310** | **$29,925** | **$31,920** | **$33,915** |
| **Net Revenue** | | **$81,270** | **$89,670** | **$124,425** | **$136,920** | **$149,415** |

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# Food & Beverage Revenue & Expenses

| Revenue | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Concessions Sales - Local | | $38,880 | $40,824 | $44,906 | $47,152 | $49,509 |
| Concessions Sales - Tournament | | $568,260 | $638,820 | $882,630 | $970,200 | $1,057,770 |
| F&B Delay - 2 Months | Reduction of Revenue | ($160,000) | $0 | $0 | $0 | $0 |
| **Total Revenue** | | **$447,140** | **$679,644** | **$927,536** | **$1,017,352** | **$1,107,279** |
| | | | | | | |
| **Cost of Goods Sold** | **Management Assumption** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Concessions Food | *35% Concession Sales* | $156,499 | $237,875 | $324,638 | $356,073 | $387,548 |
| Concessions Wages | *30% Concessions Sales* | $134,142 | $203,893 | $278,261 | $305,206 | $332,184 |
| **Total Cost of Goods Sold** | | **$290,641** | **$441,769** | **$602,899** | **$661,279** | **$719,732** |
| | | | | | | |
| **Net Revenue** | | **$156,499** | **$237,875** | **$324,638** | **$356,073** | **$387,548** |

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## Hotel Rebates

| Revenue | Management Assumption | Nights Per Event | Venue Rebate Rate | Number of Events per Year | | | | | # Non-Local Participants | # Non-Local Fans | Hotel Rooms/Night | Rebate Capture | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | | | | | | | | | |
| Rental Baseball - Small | 40% non-local attendance | 1.5 | $3.80 | 12 | 12 | 12 | 11 | 10 | 168 | 336 | 168 | 50% | $5,747 | $5,747 | $5,747 | $5,268 | $4,789 |
| Rental Baseball - Medium | 50% non-local attendance | 1.5 | $3.80 | 10 | 11 | 12 | 12 | 12 | 420 | 840 | 420 | 50% | $11,973 | $13,170 | $14,368 | $14,368 | $14,368 |
| Rental Baseball - Large | 60% non-local attendance | 2.0 | $3.80 | 4 | 4 | 6 | 6 | 6 | 756 | 1512 | 756 | 50% | $11,494 | $11,494 | $17,241 | $17,241 | $17,241 |
| Rental Baseball - Extra Large | 60% non-local attendance | 2.0 | $3.80 | 2 | 2 | 3 | 4 | 5 | 945 | 1890 | 945 | 50% | $7,184 | $7,184 | $10,776 | $14,368 | $17,960 |
| Rental Baseball - Large Summer | 60% non-local attendance | 4.0 | $3.80 | - | 1 | 3 | 4 | 5 | 504 | 1008 | 504 | 50% | $0 | $3,831 | $11,494 | $15,326 | $19,157 |
| Hotel Commissions | 2.1% of Total Hotel Room Revenue | | | | | | | | | | | | $36,398 | $41,427 | $59,626 | $66,571 | $73,515 |
| | | | | 28 | 30 | 36 | 37 | 38 | | | | | | | | | |
| **Total Revenue** | | | | | | | | | | | | | **$72,797** | **$82,854** | **$119,253** | **$133,141** | **$147,030** |
| | | | | | | | | | | | | | | | | | |
| **Cost of Goods Sold** | | | | | | | | | | | | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| | | | | | | | | | | | | | $0 | $0 | $0 | $0 | $0 |
| **Total Cost of Goods Sold** | | | | | | | | | | | | | **$0** | **$0** | **$0** | **$0** | **$0** |
| | | | | | | | | | | | | | | | | | |
| **Net Revenue** | | | | | | | | | | | | | **$72,797** | **$82,854** | **$119,253** | **$133,141** | **$147,030** |

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## Retail Revenue & Expenses

| Revenue | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Retail Sales | | $25,518 | $27,392 | $34,416 | $36,635 | $38,866 |
| **Total Revenue** | | **$25,518** | **$27,392** | **$34,416** | **$36,635** | **$38,866** |
| | | | | | | |
| **Cost of Goods Sold** | **Management Assumption** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Retail Product Cost | 55% Retail Sales | $14,035 | $15,066 | $18,929 | $20,149 | $21,376 |
| Retail Wages | 15% Retail Sales | $3,828 | $4,109 | $5,162 | $5,495 | $5,830 |
| **Total Cost of Goods Sold** | | **$17,863** | **$19,175** | **$24,091** | **$25,645** | **$27,206** |
| | | | | | | |
| **Net Revenue** | | **$7,655** | **$8,218** | **$10,325** | **$10,991** | **$11,660** |

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## Sponsorship & Advertisement Revenue

| Revenue | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Sponsorship/Advertisement Income | | $112,500 | $135,000 | $142,500 | $150,000 | $150,000 |
| **Total Revenue** | | **$112,500** | **$135,000** | **$142,500** | **$150,000** | **$150,000** |
| | | | | | | |
| **Cost of Goods Sold** | **Management Assumption** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Sponsorship COGS | 20% Sponsorship Revenue | $22,500 | $27,000 | $28,500 | $30,000 | $30,000 |
| **Total Cost of Goods Sold** | | **$22,500** | **$27,000** | **$28,500** | **$30,000** | **$30,000** |
| | | | | | | |
| **Net Revenue** | | **$90,000** | **$108,000** | **$114,000** | **$120,000** | **$120,000** |

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# Overhead Expenses

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## Facility Expenses

***Indoor Facility/Buildings***

| Indoor Facility Expense | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Janitorial Expenses | *Cleaning and Supplies* | $19,170 | $20,361 | $24,844 | $26,247 | $27,651 |
| Safety Supplies | *Includes Year 1 Purchase* | $2,500 | $2,538 | $2,576 | $2,614 | $2,653 |
| Maintenance & Repairs | *Excludes Capital Replacement* | $2,090 | $2,121 | $2,153 | $2,185 | $2,218 |
| Utility Expense | *Electricity, Gas, Water, Trash, etc.* | $12,817 | $13,009 | $13,205 | $13,403 | $13,604 |
| **Total Indoor Facility Expense** | | **$36,577** | **$38,030** | **$42,777** | **$44,449** | **$46,127** |

***Outdoor Facility/Fields***

| Outdoor Facility Expense | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Turf Infield Baseball/Softball Field Maintenance and Labor | *Excludes Capital Replacement* | $17,813 | $18,080 | $18,351 | $18,626 | $18,906 |
| Natural Grass Outfield Maintenance and Labor | *Excludes Capital Replacement* | $107,500 | $109,113 | $110,749 | $112,410 | $114,097 |
| Grounds Maintenance, Labor, and Lighting | *Based on Site Development* | $35,675 | $36,210 | $36,753 | $37,305 | $37,864 |
| Field Lighting | *Based on Electricity and Field Hours* | $40,828 | $41,440 | $42,062 | $42,693 | $43,333 |
| **Total Outdoor Facility Expense** | | **$201,815** | **$204,843** | **$207,915** | **$211,034** | **$214,200** |
| **Total Facility Expense** | | **$238,393** | **$242,872** | **$250,692** | **$255,483** | **$260,326** |

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## Operating Expenses

| Expense | Management Assumption | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Accounting Fees | | $3,000 | $3,045 | $3,091 | $3,137 | $3,184 |
| Bank Service Charges | *Banking Fees, Credit Card Processing* | $21,843 | $26,333 | $35,042 | $38,843 | $42,337 |
| Communications | *IT, Phone, Cable, Internet* | $15,000 | $15,225 | $15,453 | $15,685 | $15,920 |
| Employee Uniforms | | $2,000 | $2,030 | $2,060 | $2,091 | $2,123 |
| Marketing and Advertising | | $29,389 | $26,333 | $35,042 | $38,843 | $42,337 |
| Insurance | *General, Property, Liability* | $35,164 | $35,691 | $36,227 | $36,770 | $37,322 |
| Legal Fees | | $3,000 | $3,045 | $3,091 | $3,137 | $3,184 |
| Licenses, Permits | *Food, Music, etc.* | $5,000 | $5,075 | $5,151 | $5,228 | $5,307 |
| National Management & Marketing Service | | $222,000 | $227,550 | $233,239 | $239,070 | $245,046 |
| National Management - Deferred Incentive | *3.5% Gross Revenue* | $34,287 | $46,082 | $61,324 | $67,975 | $74,089 |
| National Management Travel | | $18,000 | $12,000 | $12,000 | $12,000 | $12,000 |
| Office Supplies | | $4,500 | $4,568 | $4,636 | $4,706 | $4,776 |
| Temporary Office Lease | | $14,400 | $14,616 | $14,835 | $15,058 | $15,284 |
| Real Estate Tax | *Public Ownership* | $0 | $0 | $0 | $0 | $0 |
| Software | *Operating, Scheduling, POS, Registration* | $14,400 | $14,616 | $14,835 | $15,058 | $15,284 |
| Travel and Education | | $2,500 | $2,538 | $2,576 | $2,614 | $2,653 |
| **Total Operating Expenses** | | **$424,482** | **$438,746** | **$478,603** | **$500,216** | **$520,846** |

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## Management Payroll Summary

| Management Position | Management Assumptio | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| General Manager | | $125,000 | $130,000 | $135,200 | $140,608 | $146,232 |
| Events Manager | | $45,000 | $46,800 | $48,672 | $50,619 | $52,644 |
| Facilities Manager | | $50,000 | $52,000 | $54,080 | $56,243 | $58,493 |
| Food & Beverage Manager | | $60,000 | $62,400 | $64,896 | $67,492 | $70,192 |
| Finance Manager | | $65,000 | $67,600 | $70,304 | $73,116 | $76,041 |
| Admin Support | *Part Time - Front Desk* | $20,000 | $20,800 | $21,632 | $22,497 | $23,397 |
| **Total Management Payroll** | | **$365,000** | **$379,600** | **$394,784** | **$410,575** | **$426,998** |

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## Payroll Summary

| | Total Payroll Summary | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Mgmt | General Manager | $125,000 | $130,000 | $135,200 | $140,608 | $146,232 |
| Mgmt | Events Manager | $45,000 | $46,800 | $48,672 | $50,619 | $52,644 |
| Mgmt | Facilities Manager | $50,000 | $52,000 | $54,080 | $56,243 | $58,493 |
| Mgmt | Food & Beverage Manager | $60,000 | $62,400 | $64,896 | $67,492 | $70,192 |
| Mgmt | Assistant Food & Beverage Managers | $0 | $0 | $0 | $0 | $0 |
| Mgmt | Finance Manager | $65,000 | $67,600 | $70,304 | $73,116 | $76,041 |
| Support | Admin Support | $20,000 | $20,800 | $21,632 | $22,497 | $23,397 |
| | **Subtotal Management Payroll** | **$365,000** | **$379,600** | **$394,784** | **$410,575** | **$426,998** |
| Staff | Outdoor Rental Baseball/Softball Tournament Staff | $22,550 | $30,420 | $42,030 | $48,510 | $52,889 |
| Staff | Gate Staff | $10,815 | $11,655 | $14,963 | $15,960 | $16,958 |
| Staff | Outdoor Field Rental Staff | $5,289 | $5,478 | $4,813 | $5,054 | $5,572 |
| Staff | Food & Beverage Staff | $134,142 | $203,893 | $278,261 | $305,206 | $332,184 |
| Staff | Retail Staff | $3,828 | $4,109 | $5,162 | $5,495 | $5,830 |
| | **Subtotal Sport Admin Staff** | **$176,623** | **$255,555** | **$345,229** | **$380,225** | **$413,432** |
| | **Payroll Subtotal** | **$541,623** | **$635,155** | **$740,013** | **$790,800** | **$840,430** |
| | Incentive Pool | $9,796 | $13,166 | $17,521 | $19,422 | $21,168 |
| | Payroll Services | $16,249 | $19,055 | $22,200 | $23,724 | $25,213 |
| | Payroll Taxes/Benefits | $97,492 | $114,328 | $133,202 | $142,344 | $151,277 |
| | **Payroll Taxes/Benefits/Bonus Totals** | **$123,537** | **$146,549** | **$172,924** | **$185,490** | **$197,659** |
| | **Total Payroll Cost** | **$665,161** | **$781,704** | **$912,937** | **$976,290** | **$1,038,089** |

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# City Council Regular Meeting

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action on ordinance amending section 58-4 of the code of ordinances permitting the sale of alcohol at Chisenhall Sports Complex. (First Reading) (Staff Contact: Jen Basham, Director of Parks and Recreation)

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.1.7 Development Sports Tourism \| We will identify, plan, and execute a strategy for creating a new indoor sports facility, attracting regional events, boosting local tourism, and supporting economic growth. |

## SUMMARY:

Chisenhall Sports Complex serves both local youth leagues and regional tournaments. With the transition to third-party management under SFC, the City has the opportunity to define clear expectations regarding alcohol sales and service at the facility.

Staff has prepared a draft policy to balance community recreation opportunities with youth protection, liability management, and compliance with Texas Alcoholic Beverage Commission (TABC) regulations. Before finalizing the policy, staff is seeking Council feedback to ensure alignment with community values and Council priorities.

### Restrictions on Youth Events

- No alcohol sales during regular youth league games or practices.
- No alcohol sales at tournaments/events geared toward children under the age of 12.

### Sales & Service Standards

- Alcohol sales limited to designated areas approved by the City.
- All servers required to hold valid TABC certification.
- Clear signage and security presence required during alcohol service.

**Liability & Indemnification**

- SFC to maintain liquor liability insurance with the City named as an additional insured.
- SFC assumes responsibility for alcohol-related claims.
- SFC indemnifies and holds the City harmless.

**Oversight & Enforcement**

- Policy to be reviewed annually and updated as needed.
- City reserves the right to suspend/revoke alcohol sales authorization.
- Repeated non-compliance could result in termination of the management agreement.

**RECOMMENDATION:**

Staff recommends approval of an ordinance as presented.

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

Staff presented as part of report and discussion item regarding third party management of Chisenhall Sports Complex of August 18, 2025, Council directed staff to bring forward a policy regarding the sales of alcohol as a separate item for consideration..

Staff presented this item as a report and discussion item to City Council on October 6, 2025.

**REFERENCE:**

**FISCAL IMPACT:**

**STAFF CONTACT:**

Jen Basham, CPRE
Director of Parks and Recreation
jbasham@burlesontx.com

817-426-9201

# Alcohol Sales

CITY COUNCIL, OCTOBER 20, 2025

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

940

# Purpose & Context

- Establishes responsible guidelines for alcohol sales on City property
- Ensures compliance with TABC and City standards
- Balances community enjoyment with youth protection and public safety
- The sale of alcohol is being considered in conjunction with the third -party management of Chisenhall Sports Complex with Sports Facilities Companies

941

# Key Restrictions

- **No alcohol during youth league games or practices**
- **No alcohol at tournaments/events where the target market is children 12 and under**
- **Applies to all SFC staff and subcontractors**
- **Compliance monitored by City & SFC**

942

# Sales & Service Standards

- **Sale of alcohol only in City-approved designated areas of the complex**
- **TABC Certification for staff required**
- **Clear signage**

943

# Liability & Insurance

- **As part of the main contract with SFC, SFC must carry general and liquor liability insurance**
- **SFC must list the City as additional insured**
- **Certificates must be provided annually**
- **SFC assumes responsibility for alcohol-related claims**

944

# Oversight & Annual Review

- **Adjustments adopted by Council as needed**
- **Spot inspections & compliance reviews authorized**
- **City may suspend/revoke alcohol sales authorization**
- **Non-compliance the City would issue written notice of default**
- **Continued violations-termination for cause as outlined in the management agreement**
- **City reserves sole discretion to permanently prohibit alcohol sales**

# FEEDBACK

**ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 58, "PARKS AND RECREATION" OF THE CODE OF ORDINANCES OF THE CITY OF BURLESON TO PROVIDE AN EXCEPTION TO THE PROHIBITION OF ALCOHOL AT CERTAIN FACILITIES INCLUDING CHISENHALL FIELDS SPORTS COMPLEX UNDER CERTAIN CONDITIONS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council previously adopted regulations regarding Parks and Recreation, found in Chapter 58 of the Code of Ordinances; and

**WHEREAS**, the City Council finds that it is desirable and necessary to amend Chapter 58 of Code of Ordinances of the City of Burleson to provide certain exceptions to the alcohol prohibition at certain facilities:

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

**SECTION 1.**

That Chapter 58 ("Parks and Recreation") of the Code of Ordinances of the City of Burleson, as amended, is hereby amended by amending Sec. 58-4 "Alcoholic beverages in parks, park facility and certain events" to read as follows:

"**Sec. 58-4. Alcoholic beverages in parks, park facility and certain events**.

(a) Except as provided in subsection (b) or (c), below, it shall be unlawful for any person to sell, bring into, consume, or possess alcoholic beverages in any city park or park facility. ~~Violation of this section is a misdemeanor and, upon conviction, shall be as provided in 1-14. Each violation of this section shall be deemed a separate offense.~~

(b) A person may possess and consume alcoholic beverages within Russell Farms and the Senior Center only when: the Director ~~may~~ grants, in writing, an exception to ~~this~~ the prohibition set forth in subsection (a) for certain private parties (i.e. wedding receptions, anniversaries, family reunions, etc.) and special events that are conducted at Russell Farms and/or the Senior Center. In granting the exception of the prohibition in subsection (a), the Director may require additional conditions (i.e., insurance requirements, deposits, alcohol policy, contractual requirements, etc.).

(c) A person may possess and consume alcoholic beverages within defined concession or spectator areas of Chisenhall Fields Sports Complex only when: (i) the City Manager grants, in writing, an exception to the prohibition in subsection (a) to a reservation, tournament agreement, other event, or to a third-party management company overseeing all or part Chisenhall Fields Sports Complex pursuant to a contract with the city of Burleson; (ii) alcohol service is managed by licensed personnel who hold a valid Texas Alcoholic Beverage Commission (TABC) license appropriate to the beverage type; and (iii) all consumption complies with TABC regulations, including age verification. In granting the exception of the prohibition in subsection (a), the City Manager may require additional conditions (i.e., insurance requirements, deposits, alcohol policy, contractual requirements, etc.) than set forth above.

(d) A person who violates any subsection of this section is guilty of a misdemeanor and, upon conviction, is punishable by a fine not exceeding $500.00 per occurrence as provided in section 1-14. Each violation of this section shall be deemed a separate offense."

**SECTION 2.**

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

**SECTION 3.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable and if any phrase, clauses, 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 its ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 4.**

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than $500.00 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 5.**

All rights and remedies of the City of Burleson are expressly saved as to any and all violations of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal,

whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6.**

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance as required by state law.

**SECTION 7.**

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.**

**First Reading:** the _____ day of _____, 20_____.

**Final Reading:** the _____ day of _____, 20_____.

**PASSED AND APPROVED** this the _____ day of _____, 20____.

_____
Chris Fletcher, Mayor (Seal)

**ATTEST:**

_____
Amanda Campos, City Secretary

**APPROVED AS TO FORM:**

_____
E. Allen Taylor, Jr., City Attorney

**City of Burleson**

**Alcohol Sales Policy for Chisenhall Sports Complex**
(Third-Party Management by Sports Facilities Company)

---

## 1. Purpose

This policy establishes clear and enforceable guidelines for the sale and service of alcoholic beverages at Chisenhall Sports Complex ("Complex"), under the management agreement between the City of Burleson ("City") and Sports Facilities Company ("SFC"). The policy is designed to protect youth participants, promote responsible consumption, safeguard the public, and preserve the City's authority to regulate alcohol service on municipal property.

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## 2. Authorization of Sales

- Alcohol sales may only be conducted by SFC or its approved subcontractors in strict compliance with all applicable state and local laws, including Texas Alcoholic Beverage Commission (TABC) regulations.
- The location, hours, and method of alcohol sales shall be reviewed and approved by the City.
- SFC must ensure that all alcohol vendors carry valid TABC permits and all employees involved in alcohol service are TABC certified.

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## 3. Restrictions on Youth Events

- **No alcohol sales are permitted during regular youth league games or practices.**
- **No alcohol sales are permitted at tournaments, events, or activities primarily geared toward youth under the age of 12.**
- SFC shall establish written procedures and staff training to identify restricted events and ensure suspension of alcohol service during those times.

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## 4. Sales & Service Standards

- Alcohol may only be sold and consumed in designated areas approved by the City.
- SFC shall implement reasonable controls to prevent excessive consumption, underage sales, or service to intoxicated patrons.
- Signage stating "No alcohol sales to minors or intoxicated persons" and "Please drink responsibly" must be clearly displayed at all points of sale.
- Security and monitoring procedures must be in place during all events where alcohol is sold.

**5. Liability & Insurance**

- SFC shall maintain general liability insurance, liquor liability insurance, and any additional coverage required by the City in amounts specified in the management agreement.
- The City shall be named as an **Additional Insured** on all applicable insurance policies. Certificates of insurance must be provided to the City annually and upon request.
- SFC assumes all responsibility for claims, damages, or losses arising from or related to the sale, service, or consumption of alcohol at the Complex.

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**6. Indemnification**

- SFC shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or related to the sale, service, or consumption of alcohol at the Complex.
- This indemnification obligation shall survive termination of the management agreement.

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**7. Policy Review & Oversight**

- This policy shall be reviewed annually by the City and SFC to ensure effectiveness, compliance, and community alignment.
- Any recommended modifications will be presented to the City Council for consideration and adoption.
- The City reserves the right to conduct spot inspections and compliance reviews at any time.

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**8. Enforcement & Termination**

- If SFC fails to comply with this policy or applicable laws/regulations, the City reserves the right to:
    - Suspend or revoke authorization for alcohol sales at the Complex; and/or
    - Issue a written notice of default under the management agreement.
- Failure to correct noncompliance after written notice may result in termination of the management agreement for cause, without penalty to the City.
- The City may, at its sole discretion, permanently remove the ability to sell alcohol at the Complex if it determines that alcohol sales are not in the best interest of the community.

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**9. Effective Date**

This policy shall take effect upon approval by the Burleson City Council and shall remain in effect until amended, superseded, or repealed.

# City Council Regular Meeting

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

## SUBJECT:

Consider and take possible action adopting an alcohol policy for Chisenhall Sports Complex. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.1.7 Development Sports Tourism \| We will identify, plan, and execute a strategy for creating a new indoor sports facility, attracting regional events, boosting local tourism, and supporting economic growth. |

## SUMMARY:

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- Policy to be reviewed annually and updated as needed.
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## RECOMMENDATION:

Staff recommends approval of an ordinance as presented.

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

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## REFERENCE:

## FISCAL IMPACT:

## STAFF CONTACT:

Jen Basham, CPRE
Director of Parks and Recreation
jbasham@burlesontx.com

817-426-9201

# Alcohol Sales

CITY COUNCIL, OCTOBER 20, 2025

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

# Purpose & Context

- Establishes responsible guidelines for alcohol sales on City property
- Ensures compliance with TABC and City standards
- Balances community enjoyment with youth protection and public safety
- The sale of alcohol is being considered in conjunction with the third -party management of Chisenhall Sports Complex with Sports Facilities Companies

957

# Key Restrictions

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- **Applies to all SFC staff and subcontractors**
- **Compliance monitored by City & SFC**

958

# Sales & Service Standards

- **Sale of alcohol only in City-approved designated areas of the complex**
- **TABC Certification for staff required**
- **Clear signage**

959

# Liability & Insurance

- **As part of the main contract with SFC, SFC must carry general and liquor liability insurance**
- **SFC must list the City as additional insured**
- **Certificates must be provided annually**
- **SFC assumes responsibility for alcohol-related claims**

960

# Oversight & Annual Review

- **Adjustments adopted by Council as needed**
- **Spot inspections & compliance reviews authorized**
- **City may suspend/revoke alcohol sales authorization**
- **Non-compliance the City would issue written notice of default**
- **Continued violations-termination for cause as outlined in the management agreement**
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# FEEDBACK

**City of Burleson**

**Alcohol Sales Policy for Chisenhall Sports Complex**
(Third-Party Management by Sports Facilities Company)

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- Signage stating "No alcohol sales to minors or intoxicated persons" and "Please drink responsibly" must be clearly displayed at all points of sale.
- Security and monitoring procedures must be in place during all events where alcohol is sold.

**5. Liability & Insurance**

- SFC shall maintain general liability insurance, liquor liability insurance, and any additional coverage required by the City in amounts specified in the management agreement.
- The City shall be named as an additional insured on all applicable insurance policies. Certificates of insurance must be provided to the City annually and upon request.
- SFC assumes all responsibility for claims, damages, or losses arising from or related to the sale, service, or consumption of alcohol at the Complex.

---

**6. Indemnification**

- SFC shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or related to the sale, service, or consumption of alcohol at the Complex.
- This indemnification obligation shall survive termination of the management agreement.

---

**7. Policy Review & Oversight**

- This policy shall be reviewed annually by the City and SFC to ensure effectiveness, compliance, and community alignment.
- Any recommended modifications will be presented to the City Council for consideration and adoption.
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---

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    - Suspend or revoke authorization for alcohol sales at the Complex; and/or
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- The City may, at its sole discretion, permanently remove the ability to sell alcohol at the Complex if it determines that alcohol sales are not in the best interest of the community.

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**9. Effective Date**

This policy shall take effect upon approval by the Burleson City Council and shall remain in effect until amended, superseded, or repealed.

# City Council Regular Meeting

**DEPARTMENT:** **Capital Engineering**

**FROM:** **Randy Morrison, P.E., Director of Capital Engineering**

**MEETING:** **October 20, 2025**

## SUBJECT:

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

## STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority | Strategic Goal |
|---|---|
| **Dynamic & Preferred City** Through Managed Growth | 2.3 Enhance connectivity and improve mobility<br>2.4 Implement the city's Capital Improvement Program<br>2.5 Develop and maintain facilities and utility services |

## SUMMARY:

Staff is providing an update on the active projects within the City's Capital Improvement Program.

## RECOMMENDATION:

N/A

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

N/A

## REFERENCE:

N/A

## FISCAL IMPACT:

N/A

**STAFF CONTACT:**

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

THE CITY OF BURLESON TEXAS

CAPITAL ENGINEERING

# Capital Improvement Program Update

Randy Morrison, PE , Director of Capital Engineering

October 20, 2025

# Latest CIP

As adopted September 8, 2025

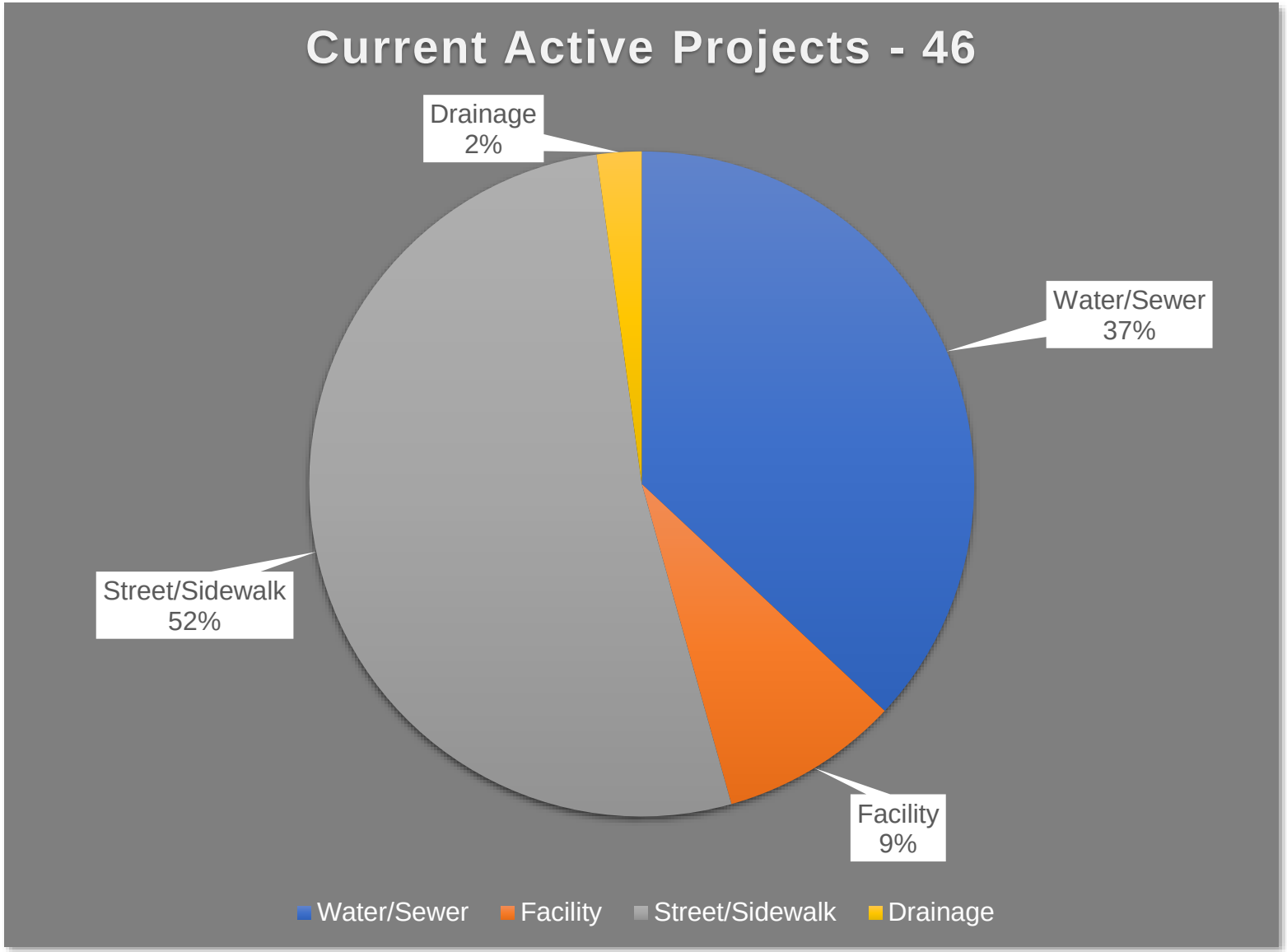
| FUND SUMMARY | 2026 | 2027 | 2028 | 2029 | 2030 | FY26-30 TOTAL |
|---|---|---|---|---|---|---|
| General Government Projects | $36,316,220 | $26,716,401 | $7,652,000 | $8,353,482 | $14,443,000 | **$93,481,103** |
| Water Projects | $7,166,436 | $23,921,368 | $6,291,459 | $6,241,520 | $2,000,000 | **$45,620,783** |
| Sewer Projects | $30,729,606 | $17,691,654 | $10,245,000 | $5,310,000 | $7,462,500 | **$71,438,760** |
| TIF 2 Projects | $0 | $0 | $0 | $0 | $0 | **$0** |
| 4A Projects | $5,000,000 | $9,500,000 | $15,000,000 | $0 | $0 | **$29,500,000** |
| 4B Projects | $1,214,661 | $1,400,731 | $2,211,792 | $3,349,500 | $180,556 | **$8,357,240** |
| Cash / Other Funding | $1,931,132 | $0 | $0 | $0 | $0 | **$1,931,132** |
| **Total** | **$82,358,055** | **$79,230,154** | **$41,400,251** | **$23,254,502** | **$24,086,056** | **$250,329,018** |

## FY 2026 Highlights

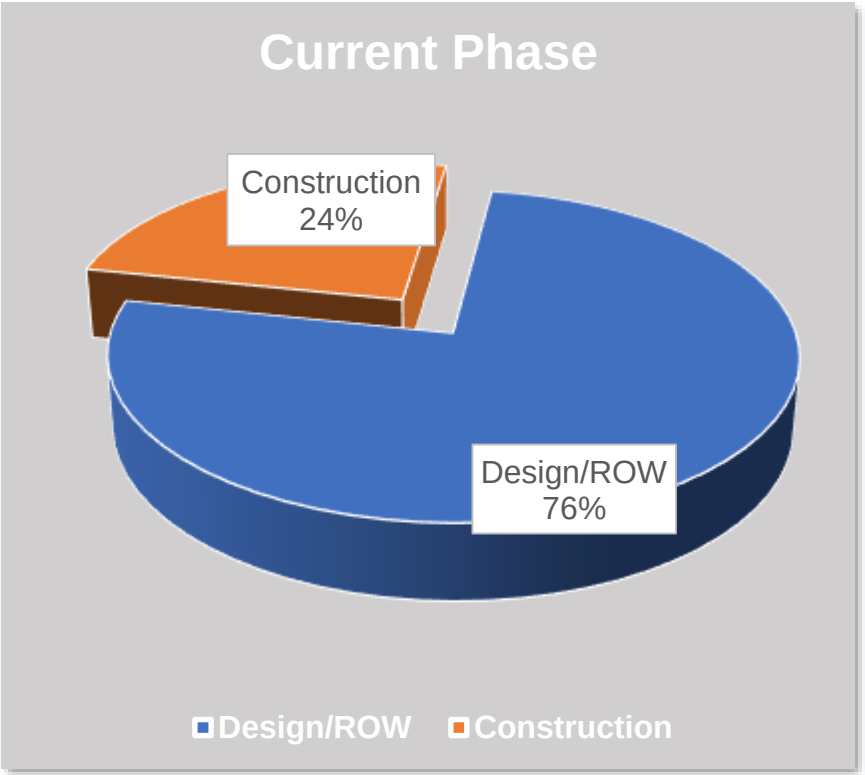
- **Police HQ Expansion**
- **Industrial Blvd. Pump Station Expansion**
- **Neighborhood Street and Water/Sewer Rehab**
- **Town Creek Trunk Relief Sewer**
- **Hulen St. Widening from SH174 to Candler**

# New Projects Starting in FY26

- **FM1902 and CR910 Mobility -** Design
- **Wicker Hill  Rd. and Greenridge Dr. Reconstruction –** Design and ROW
- **CR914 Reconstruction from CR914A to CR1021 –** Design, ROW & Construction
- **Hulen Ground Storage Tank Rehabilitation –** Design
- **Mountain Valley EST and GST Demolition –** Design
- **Parkview Dr. Sewer Upsizing to 10” –** Design
- **FM917 and 35W Lift Station and Force Main –** Design and ROW
- **Chisholm West Lift Station Force Main / Collector –** Design
- **Legacy Hill Sewer Extension –** Design, ROW & Construction

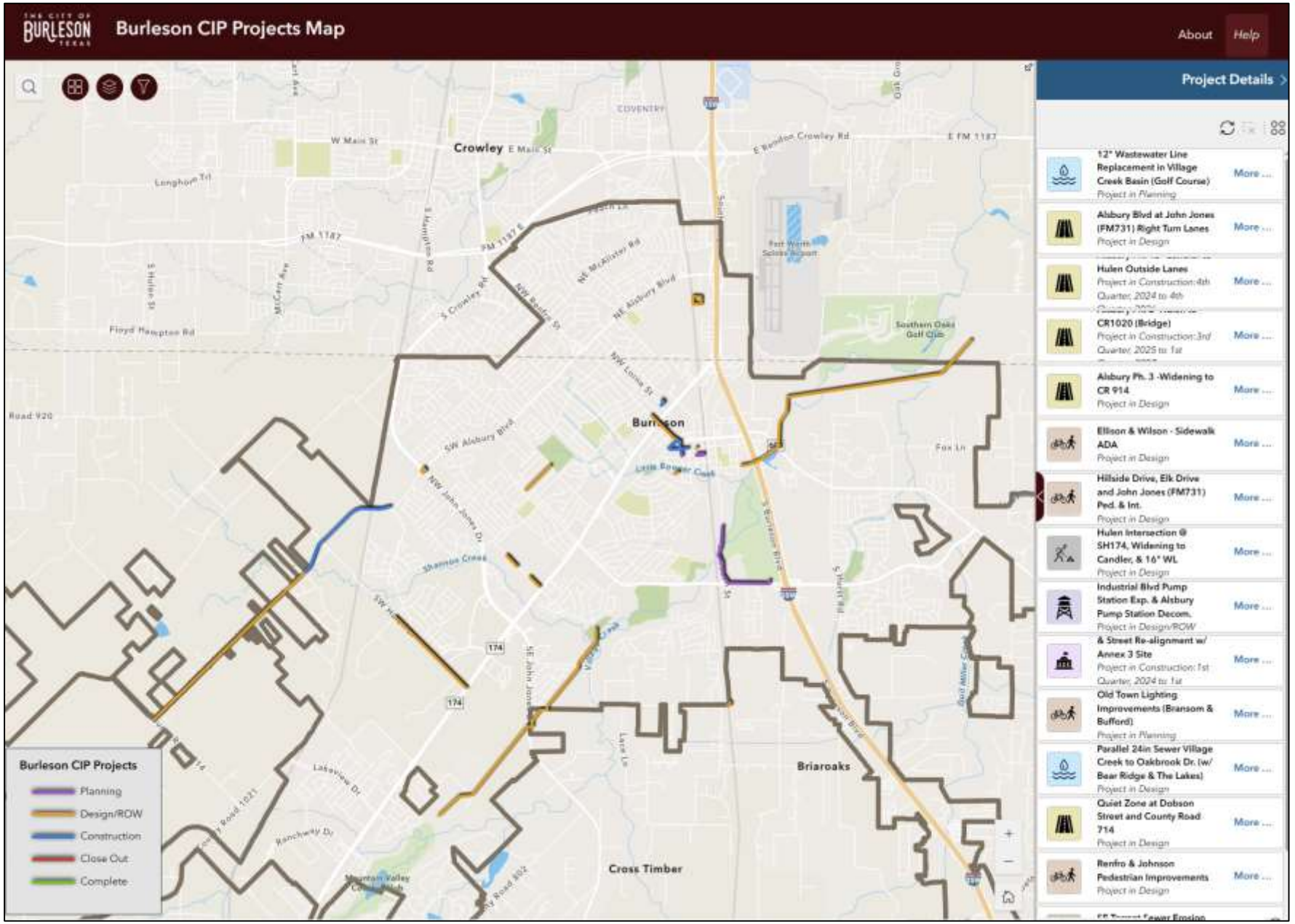



*Certain Projects Include Multiple Types of Improvements



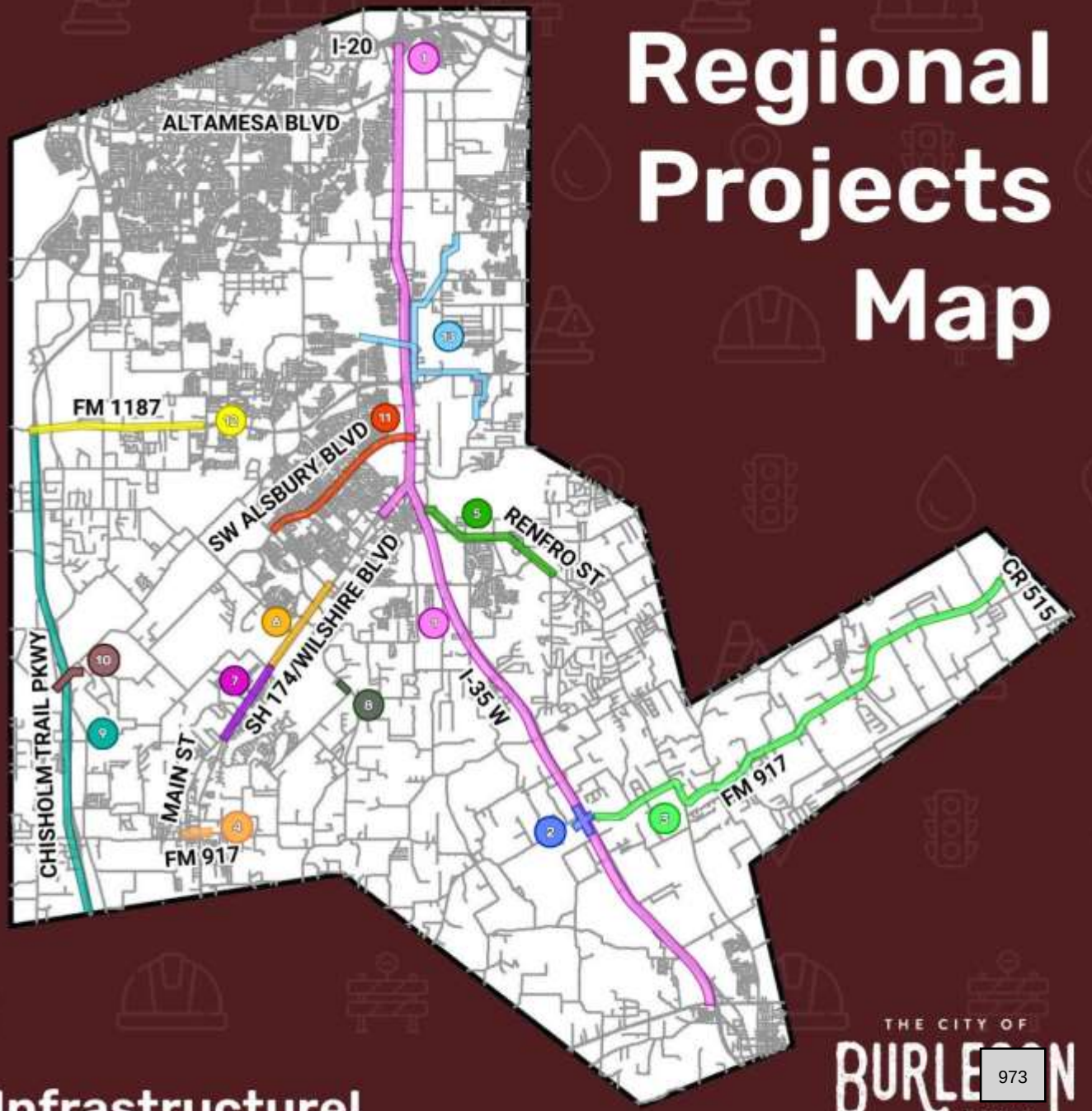
# New CIP GIS Map Coming Soon!

- Accurate up to date Project information
- Shows the community where their tax dollars are being spent
- Keeps community informed regarding current and upcoming construction



# Regional Projects Map

1. **I-35W**
   IH20 to S of Altamesa; SH 174 (I-35W) to Renfro; Renfro to US 67; Bethesda to Asher
   **$574 Million**
2. **I-35W Interchange Reconstruction at FM 917**
   **$65.3 Million**
3. **FM 917 Reconstruction**
   I-35W to N of CR 515
   **$175.4 Million**
4. **FM 917 Grade Separation**
   Main St to E of SH174
   **$57.1 Million**
5. **FM 3391/E Renfro St**
   I-35W to E of CR 602
   **$61.4 Million**
6. **SH 174**
   N of Elk Dr to Wicker Hill Rd
   **$22.6 Million**
7. **SH 174 Widening**
   Wicker Hill Rd to Main St
   **$23.4 Million**
8. **FM 731/John Jones Dr Bridge Replacement & Widening**
   **$3.6 Million**
9. **Chisholm Trail Parkway**
   Fm 1187 to US 67
   **$239.4 Million**
10. **FM 1902/Lakewood Dr Extension**
    Lakewood Dr to CR 915
    **$52.2 Million**
11. **Traffic Signals**
    Alsbury Blvd
    **$0.8 Million** COMPLETED
12. **FM 1187**
    Chisholm Trl Pkwy to McCart Ave
    **$85 Million**
13. **Offsite Water Supply from Fort Worth**
    **$62.9 Million**




**Over $1.4 Billion Invested in Regional Infrastructure!**

THE CITY OF BURLESON TEXAS

DR2301

# Service Center Drainage

THE CITY OF BURLESON TEXAS

## Project Includes:

- Removal of concrete and installation of drains along with a detention pond for the site

## Funding:

- $1.2 Million Water and Sewer Bonds

## Status:

- Complete



| Project Status | Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Summer 2025 | 1.2 Million |

DR2302

# Bluebird Meadows Drainage

THE CITY OF BURLESON TEXAS

## Project Includes:

- Inlet and PVC storm line to relieve an area of standing water

## Funding:

- $99 Thousand Water and Sewer Bonds

## Status:

- Complete









| Project Status | Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Summer 2025 | 99 Thousand |

ST2250

# Neighborhood Street Rebuilds FY22

## Commerce St. & Dobson St.

THE CITY OF BURLESON TEXAS

### Project Includes:

- Reconstructing Commerce St. (I-35 Service Rd. to SH 174 Service Rd.), Dobson St. (E. Renfro to Town Creek and 401 S. Dobson St. to Hidden Creek Pkwy.) and Bufford St. (Wilson St. to Main St.)

### Funding:

- $825 Thousand 2022 GO Bond Funds
- $780 Thousand Street and Drainage Bonds & Non-Bond Capital

### Status:

- Complete




| Project Status | Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Summer 2025 | 1.6 Million |

ST2360

# Sidewalk Program FY23 (Pleasant Manor)

THE CITY OF BURLESON TEXAS

**Project Includes:**

- 6' wide sidewalk within existing right-of-way between Crossroads Learning Center and Metroplex Family Church
- Heritage Village Trail pedestrian bridge to Lynnewood Ave.

**Funding:**

- $125 Thousand 2022 GO Bond Funds

**Status:**

- Complete







| Project Status | Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Spring 2025 | $ 125 Thousand |

977

DV2303

# Lakewood Drive Streetlights

THE CITY OF BURLESON TEXAS

## Project Includes:

- Bury existing electric lines between CR1020 and CR1016 and installation of roadway and pedestrian street lighting from CR1020 to FM1902

## Funding:

- $1.4 Million in 4A Bonds

## Status:

- Project complete




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Summer 2025 | 1.4 Million |

WA2405

# Summercrest Rehabilitation

THE CITY OF BURLESON TEXAS

## Project Includes:

- Reconstruction of Summercrest pavement from BRiCk to Hillside with concrete pavement
- Reconstruction of water and sewer facilities

## Funding:

- $650 Thousand in Water and Sewer Bonds
- $870 Thousand in CO Street Bonds

## Status:

- Complete







| Project Status | Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Summer 2025 | 1.5 Million |

TR2301

# Traffic Signal Alsbury HSIP Grant

THE CITY OF BURLESON TEXAS

## Project Includes:

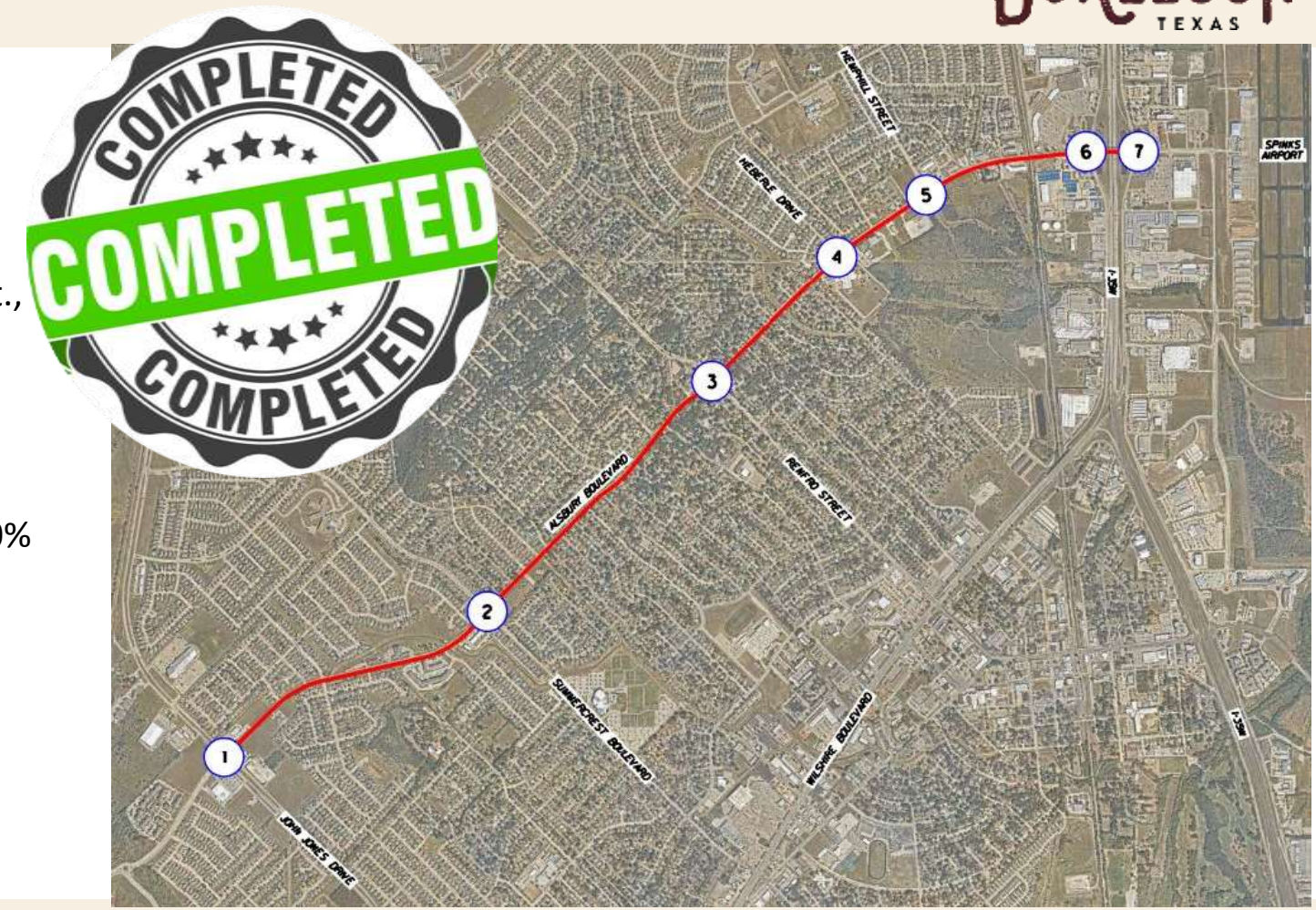
- Signal Infrastructure Upgrades and CCTV Cameras at 7 intersections along Alsbury Blvd. (John Jones (FM731), Summercrest Blvd., Renfro St., Heberle St., Hemphill St., and both I-35 signals)

## Funding:

- $93 Thousand City Funding (GO Bond Funds)
- $743 Thousand TxDOT G-Match HSIP Grant to cover 80% of project

## Status:

- Complete




| Project Status | Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Spring 2025 | 836 Thousand |

980

TR2303

# Traffic Signal – Hidden Creek & Gardens

THE CITY OF BURLESON TEXAS

## Project Includes:

- This project will design and install a traffic signal at the intersection of Hidden Creek Parkway and SE Gardens Blvd.

## Funding:

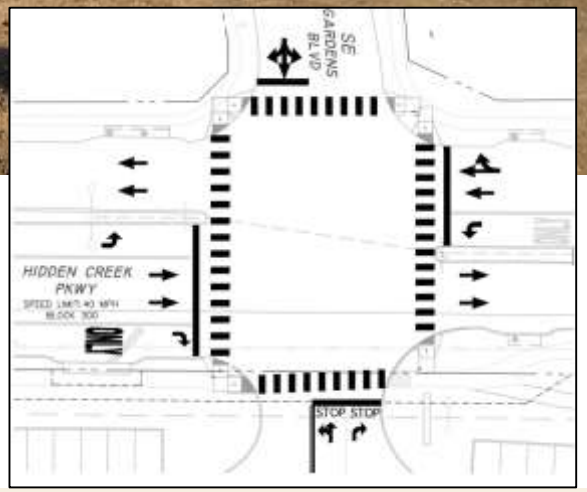
- $50 Thousand Non-Bond Capital
- $550 Thousand Street and Drainage Bonds

## Status:

- Complete






| Project Status | Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Spring 2025 | $ 600 Thousand |

981

WW2390

# Water & Sewer Line Rehabilitation FY23

THE CITY OF BURLESON TEXAS

## Project Includes:

- Replacement of main water and sanitary sewer lines beneath streets with pavement repair by various methods for the full width of the street
- Selected streets with water and sewer rehab elements for single construction contract
  - ❑ **SW Rand Dr.**
  - ❑ **NW Ann Lois Ln.**
  - ❑ **SW Murphy Rd.**
  - ❑ **NW Barbara Ln.**
  - ❑ **NW Chisholm St.**
  - ❑ **Chisholm Ct.**
  - ❑ **NE Michael Dr.**
  - ❑ **NW James Cir.**
  - ❑ **NE Timber Ridge Dr.**
  - ❑ **Forest Ct.**
  - ❑ **Short St.**
  - ❑ **SW Johnson Ave. (sewer crossing only)**

## Funding:

- $6.6 Million Sewer Bond Funds

## Status:

- Complete









| Project Status | Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Complete | Complete | Spring 2025 | 6.6 Million |

982

167361

# Quiet Zone at Dobson St. and CR714

THE CITY OF BURLESON TEXAS

## Project Includes:

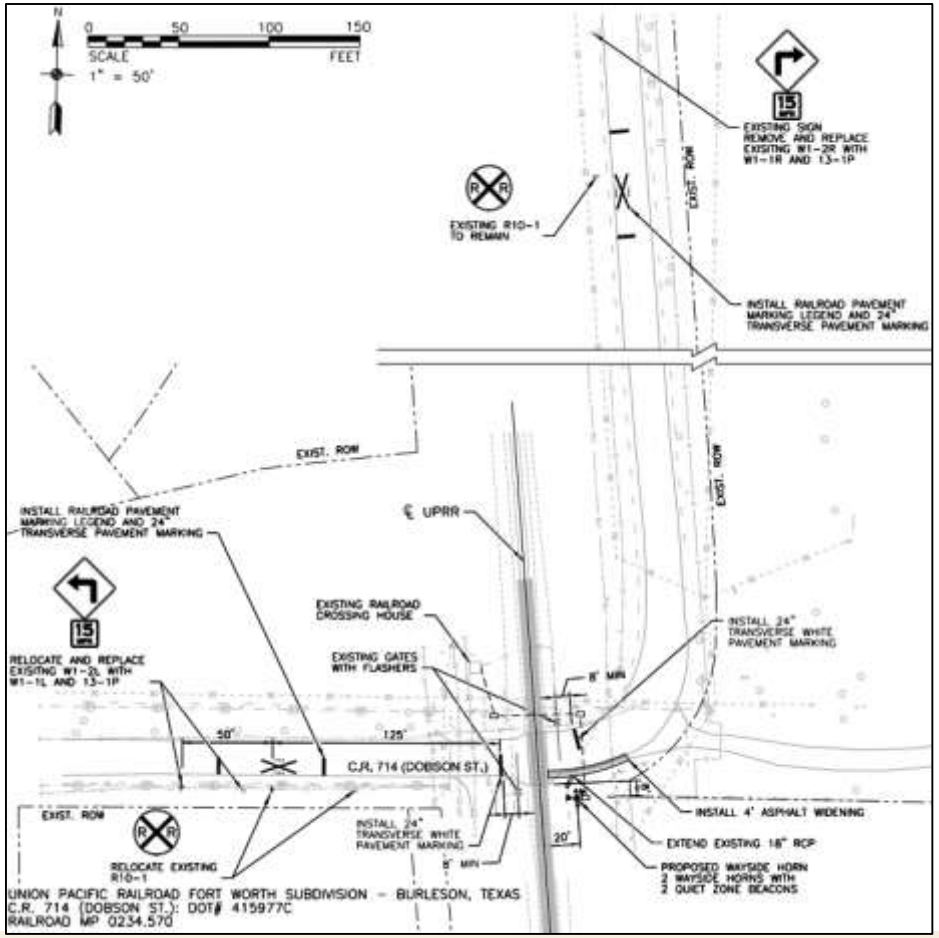
- Installation of a Quiet Zone at the CR714 (Dobson St.) crossing

## Funding:

- $1.4 Million in Street Bond Funds
- $249 Thousand in Non-Bond Funds

## Status:

- Railroad engineering firm is currently reviewing previous plans for quiet zone




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 20% | Fall 2026 | $1.6 Million |

197405

# SH174 Widening to 6 Lanes (Elk to Wicker Hill)

THE CITY OF BURLESON TEXAS

## Project Includes:

- Widening SH174 (Wilshire Blvd.) to the inside from four to six lanes from Elk Dr. to Wicker Hill Rd.
- Project is shared between the City and TxDOT
  - City is managing and funding Design
  - TxDOT will be managing and funding Construction

## Funding:

- $1.7 Million City participation (design)
- $5.9 Million Texas Department of Transportation (TxDOT) funding
- $23.7 Million North Central Texas Council of Governments/Federal Grant funding

## Status:

- TxDOT reviewing 100% Civil Construction Plans
- Currently anticipate TxDOT to begin construction Summer 2026



| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Final Design | Progress 95% | Fall 2025 | 31.3 Million Construction by TxD |

197409

# Alsbury Blvd. at John Jones (FM731) Right Turn Lanes

THE CITY OF BURLESON TEXAS

## Project Includes:

- Intersection improvements as recommended by traffic studies for increased intersection capacity and higher level of service

## Funding:

- $2.5 Million Streets & Drainage Bonds

## Status:

- Currently Bidding
- Utility Relocation Underway




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Bidding | Progress 30% | Fall 2025 | 2.5 Million |

21PW02

# Old Town – Ellison Parking & Street Re-Alignment w/ Annex 3 Site

## 225 W. Renfro (OTB Lot 1, Block 56)

THE CITY OF BURLESON TEXAS

### Project Includes:

- Re-development of 225 W. Renfro St., re-alignment and beautification of Ellison St., as well as reconstruction of on- street parking along Ellison St

### Funding:

- $1.6 Million TIF Funds
- $1.6 Million 4A Bond Funds

### Status:

- Ellison Realignment and Parking Lot Complete
- Building Demolition Scheduled in Early 2026

Creates 83 new parking spaces in Old Town






| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 90% | Spring 2026 | 3.2 Million |

ST2401

# Old Town – 116 S. Warren Parking Lot

THE CITY OF BURLESON TEXAS

## Project Includes:

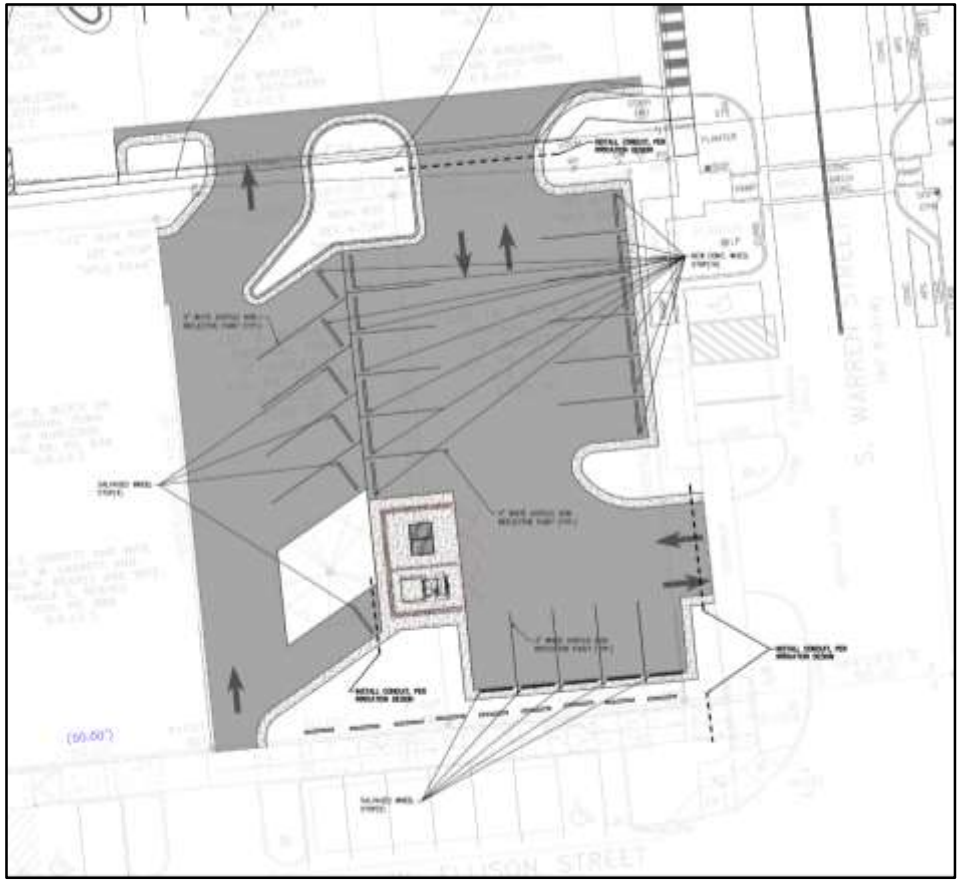
- Expansion of the City Hall West Parking Lot across the property at 116 S. Warren St.

## Funding:

- $500 Thousand TIF Funds

## Status:

- Winter 2025/Spring 2026 Construction Start



| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 99% | Fall 2025 | 500 Thousand |

DV2201

# Hooper Business Park Retention and Roadway Design

THE CITY OF BURLESON TEXAS

## Project Includes:

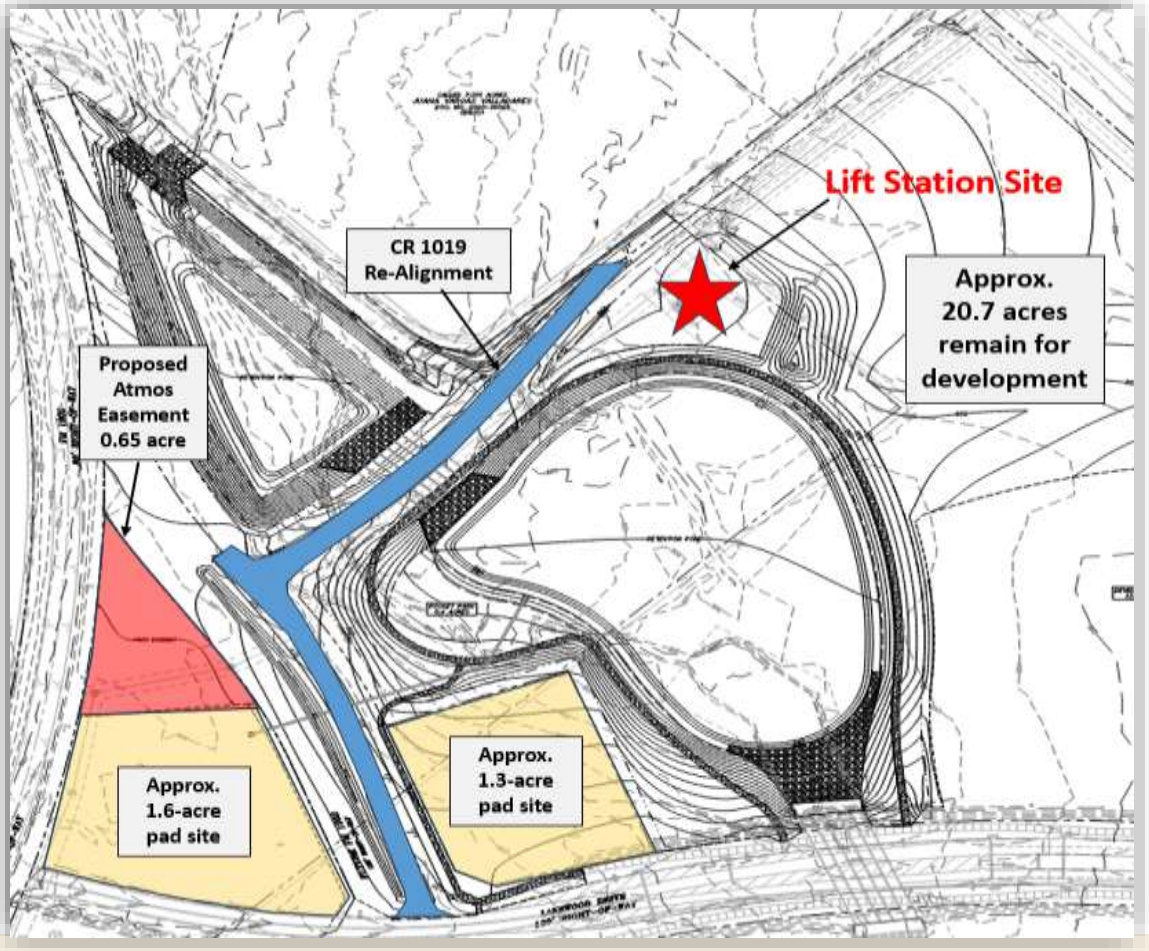
- Design and construction of retention ponds and realignment of CR1019

## Funding:

- $6.7 Million in 4A Bonds

## Status:

- Project recently bid.
- Construction contract award pending Council consideration




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Bidding | Progress 99% | Fall 2025 | 6.7 Million |

DV2301

# Lakewood Drive Construction – CR1020 to FM1902

THE CITY OF BURLESON TEXAS

**Project Includes:**

- Construction of Lakewood Drive from FM1902 to CR 1020

**Funding:**

- $18 Million in 4A Bonds

**Status:**

- Construction is approximately 95 percent complete
- Connection to FM 1902 open to traffic
- Working on remaining punchlist items and general cleanup





| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 95% | Summer 2025 | 18 Million |

989

DV2304

# Lakewood Drive Landscaping Design

THE CITY OF BURLESON TEXAS

**Project Includes:**

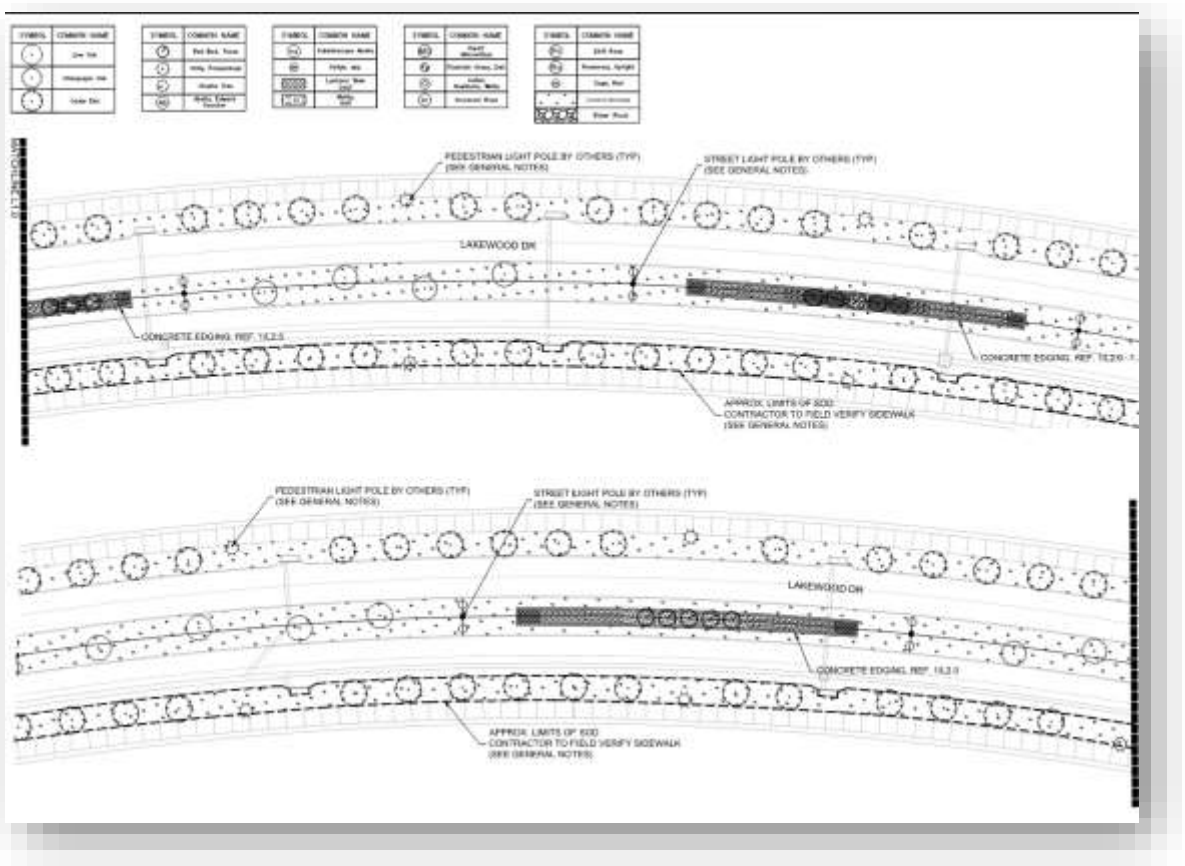
- Design of landscape and irrigation from FM1902 to CR1020

**Funding:**

- $2 Million in 4A Bonds

**Status:**

- Landscape – Design Complete
- Irrigation – Design Complete
- Anticipated construction to begin spring 2026
- Hooper Business Park Retention Landscape and Irrigation to be added to bid package




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 99% | Spring 2026 | $ 2 Million |

990

DV2302

# Lakewood Drive Extension Design

THE CITY OF BURLESON TEXAS

**Project Includes:**

- Design of Lakewood Dr. Extension to Chisholm Trail Parkway

**Funding:**

- $1.3 Million in 4A Bonds

**Status:**

- 30% Schematic Design completed and submitted to TxDOT for review
- FM1902 and Lakewood's functional class updated by NCTCOG – needed to be eligible for federal funding
- Staff coordinating with TxDOT and NCTCOG on TIP funding



Project Status

Design

Current Phase Project Progress

Progress 20%

Estimated Completion of Current Phase

Spring 2027
(Design Only)

Total Project Cost

1.3 Million
(Design Only)

991

DV2401

# Westside Business Park Lift Station

THE CITY OF BURLESON TEXAS

**Project Includes:**

- Design and construction of lift station and force mains to serve Hooper Business Park, Chisholm Summit Masterplan Community and surrounding area.

**Funding:**

- $5.6 Million in Sewer Bonds
- $3 Million in 4A Bonds

**Status:**

- Force Main - Complete
- Gravity Sewer - Complete
- Lift Station Site - 80% Complete





| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 90% | Fall 2025 | 8.6 Million |

992

FA2301

# Police Headquarters Expansion

## 1161 SW Wilshire Blvd.

THE CITY OF BURLESON TEXAS

### Project Includes:

- Expansion of police department headquarters
- Remodeling existing facility to re-purpose existing space for officers and staff

### Funding:

- $35.2 Million GO Bond Public Safety Funds
- $8.8 Million CO

### Status:

- First phase GMP package awarded August 4, 2025
- Final design underway
- Final GMP package under consideration



| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 3% | Summer 2027 | $ 44 Million |

FA2302

# Fire Station 1 - Renovation

THE CITY OF BURLESON TEXAS

## Project Includes:

- Various interior renovations to administrative and operational areas to include additional offices, expanded dormitory, and other changes to accommodate needs of the Fire Department

## Funding:

- $4.9 Million CO Bond
- $350 Thousand Non-Bond Funding

## Status:

- Construction underway




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 90% | Fall 2025 | 5.28 Million |

FA2303

# City Hall Renovation

THE CITY OF BURLESON TEXAS

## Project Includes:

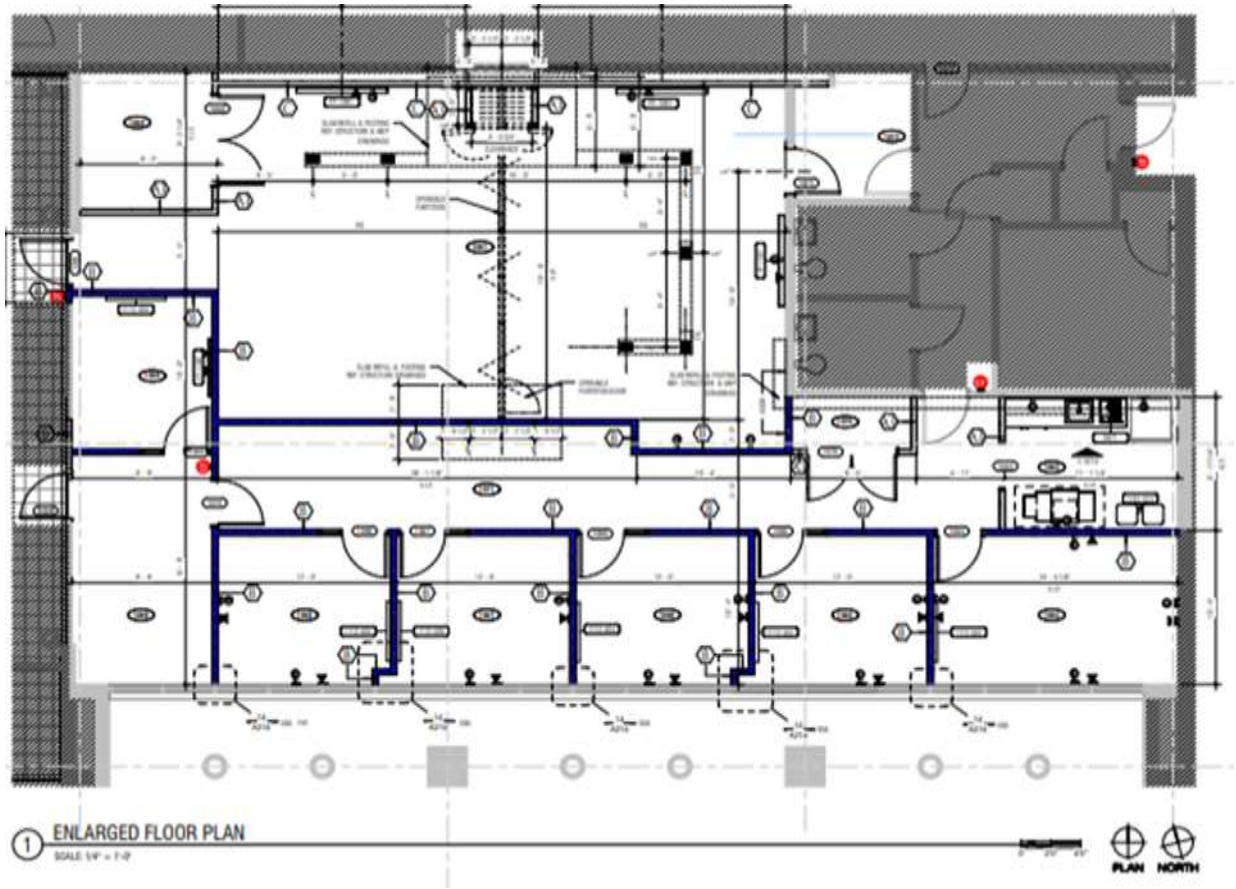
- Reconfigure existing facilities to create a council workroom and new offices for City Secretary's Office

## Funding:

- $2 Million Non-Bond Capital/Royalties

## Status:

- Main construction complete
- Back Office Renovation and ADA Repairs Underway
- Punchlist Corrections Underway




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 95% | Fall 2025 | $ 2 Million |

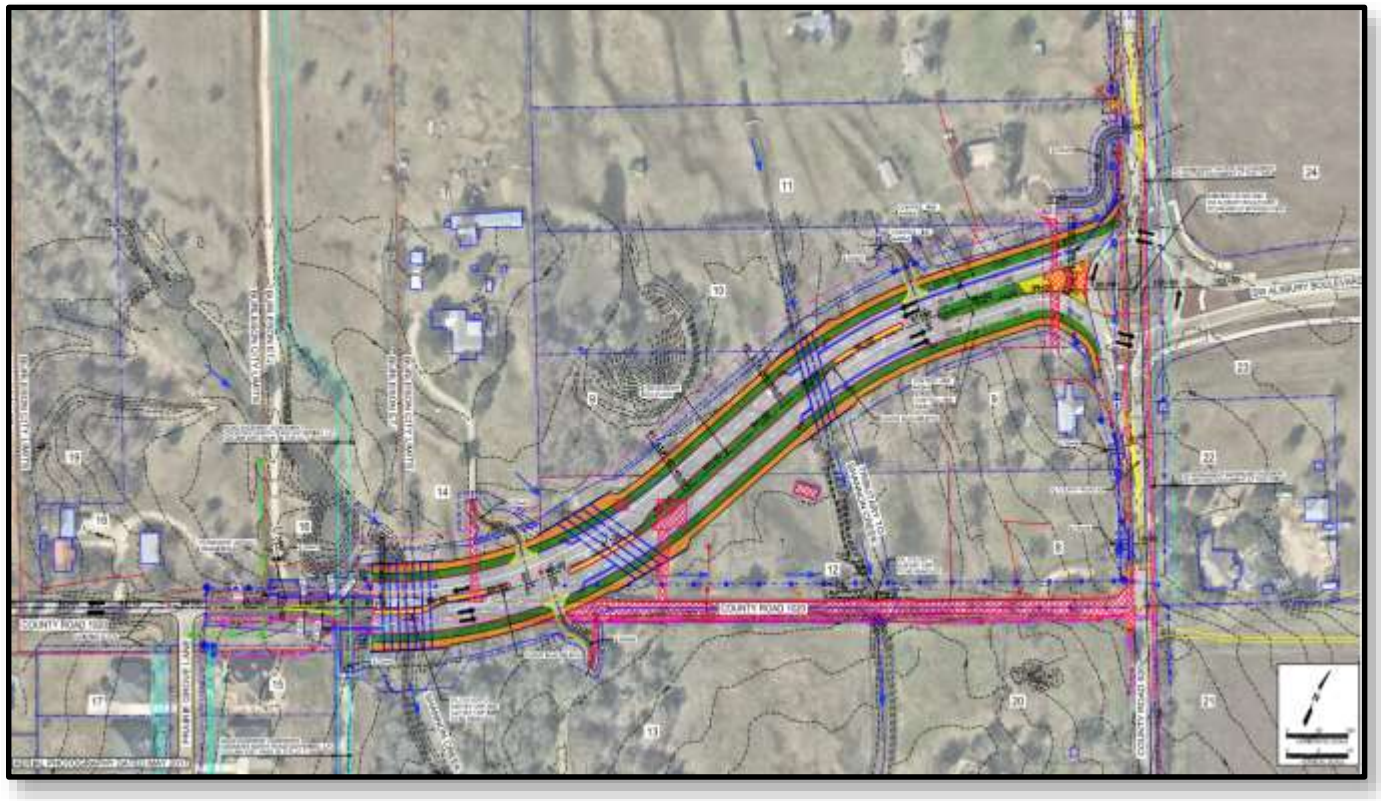
ST2202

# Alsbury Ph. 2 - Hulen to CR1020 (Bridge)

THE CITY OF BURLESON TEXAS

## Project Includes:

- Extension of Alsbury Boulevard from Hulen Street Roundabout to CR1020 - new section will be 4-lane divided roadway with turn lanes and drainage improvements



## Funding:

- $300 Thousand W/S Bond Funds
- $7.4 Million 2022 GO Bond Funds
- $2.1 Million Streets CO Bonds

## Status:

- Construction started in September 2025

| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 5% | Fall 2026 | 8.9 Million |

996

ST2301

# Alsbury Ph. 3 – Widening to CR914

THE CITY OF BURLESON TEXAS

## Project Includes:

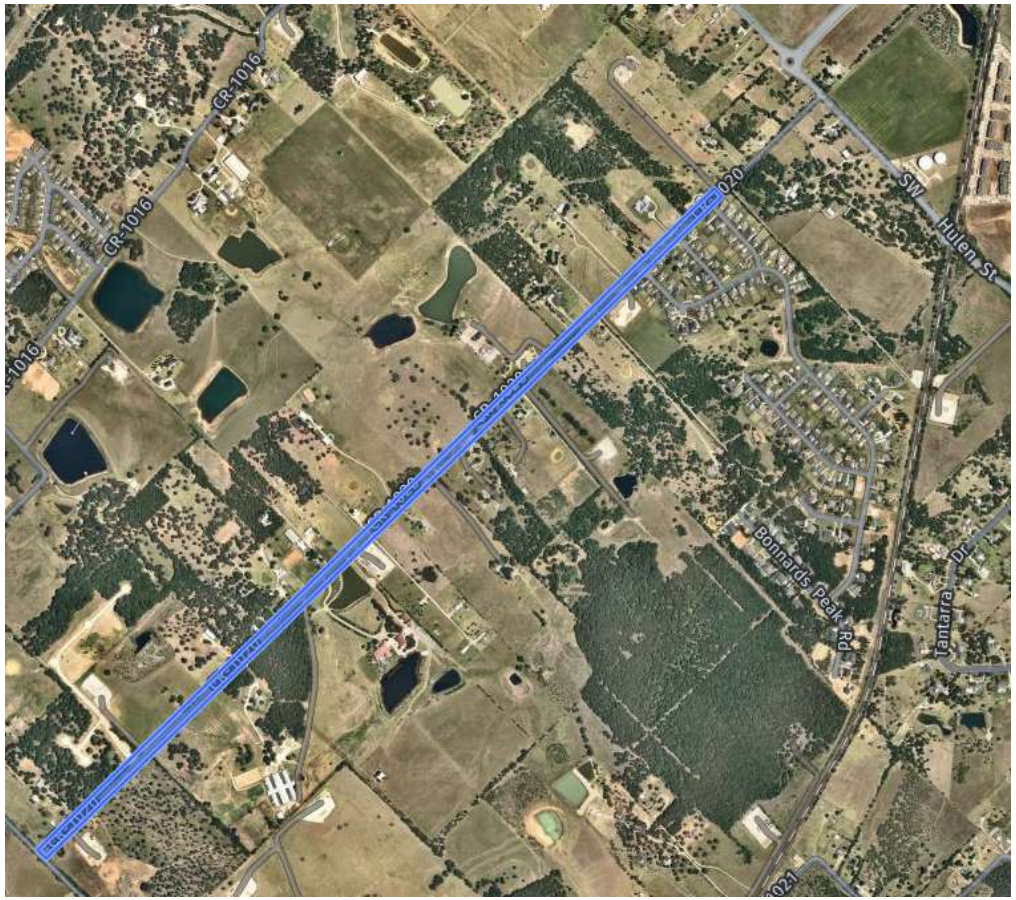
- Construction of two lanes of Alsbury Blvd (CR1020) from Hulen Roundabout to CR914
- Construction of 10' shared use path on each side

## Funding:

- $2.5 Million in 2022 GO Bonds
- $14 Million in 4A Bonds

## Status:

- Schematic Design Underway
- Initiating Coordination with TxDOT and NCTCOG
- Completing Study to Process Functional Classification Change




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 5% | Fall 2028 (Design Only) | 61 Million |

997

ST2302

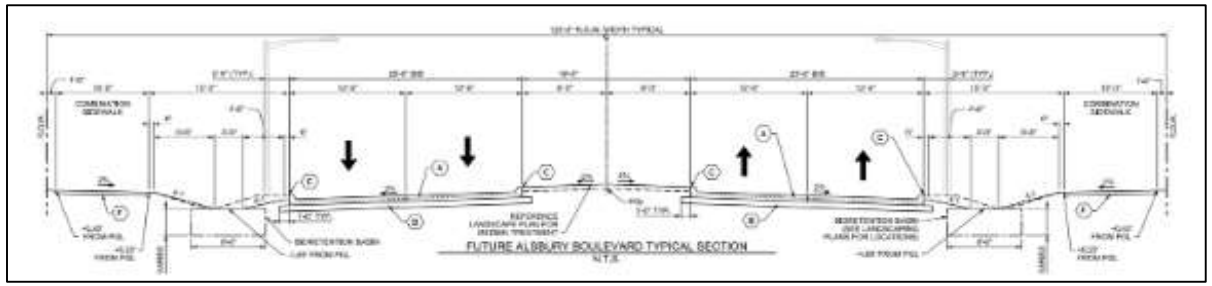
# Alsbury Ph. 1B – Candler to Hulen Outside Lanes

From Candler Dr. to Hulen St.

THE CITY OF BURLESON TEXAS

## Project Includes:

- Expanding Alsbury from two lanes to four lanes and adding a 10’ shared use path on the north side




## Funding:

- $3.9 Million in CO Bonds
- $300 Thousand in Water/Sewer Bonds
- $396 Thousand in Non-Bond Funds

## Status:

- Landscaping and Cleanup Work Underway
- Railroad Improvements Complete
- Roadway Back Open to Traffic





| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 95% | Fall 2025 | 4.6 Million |

998

ST2306

# Hulen Street Widening - SH174 to Candler & 16” Waterline

THE CITY OF BURLESON TEXAS

## Project Includes:

- Three northbound lanes, three southbound lanes, dual left turn lanes and one right-turn lane at SH174 intersection
- Hulen expansion from two lanes to 4-6 lanes within ultimate 6-lane right-of-way
- 10’ shared use path on each side
- 16” waterline and sewer extensions
- Signalization of Candler and Hulen intersection



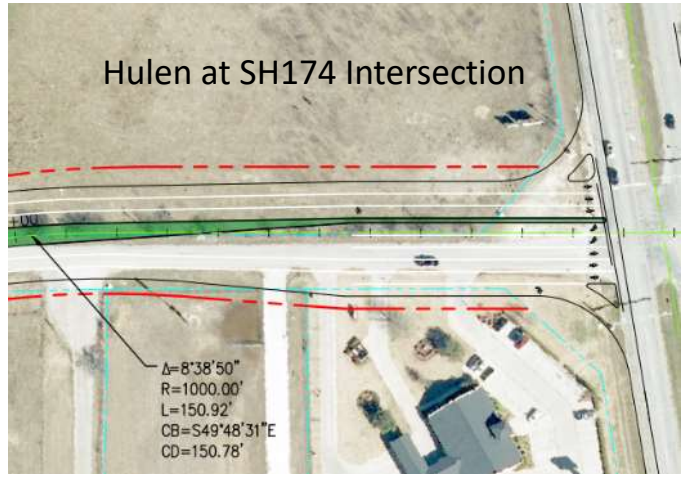

## Funding:

- $14 Million Street & Drainage Bond Funds
- $9.5 Million 2022 GO Bond Funds
- $6.3 Million Water Bond Funds
- $1.7 Million Roadway Impact Fees



## Status:

- Design is 60% Complete
- ROW Appraisals In Process
- Utility Coordination Underway




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 60% | Summer 2026 | $ 31.5 Million |

999

ST2260

# Sidewalk Program FY22 (Vaughn Dr.)

THE CITY OF BURLESON TEXAS

**Project Includes:**

- 5’ wide sidewalk between McNairn and Summercrest along one side of Vaugh Dr.
- This segment identified as a Short-Term Pedestrian project in the adopted Mobility Plan

**Funding:**

- $447 Thousand 2022 GO Bond Funds
- $87 Thousand Street Bond Funds

**Status:**

- Design is Complete
- Securing Temporary Construction Easements
- Anticipate Spring 2026 Construction




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 95% | Fall 2025 | 534 Thousand |

1000

ST2305

# Renfro & Johnson Pedestrian Improvements

THE CITY OF BURLESON TEXAS

**Project Includes:**

- Original project: sidewalk improvements and crosswalks along Renfro Street from Johnson Avenue to Wilson Street
- Re-surfacing of Renfro from Wilshire to Johnson and sidewalk NW of SH174

**Funding:**

- GO Bond Funding
- $192 Thousand Non-Bond Funding

**Status:**

- Design is at 90% Complete
- Coordination with TxDOT Underway
- Evaluating ROW Needs







| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 90% | Fall 2025 | 1.2 Million |

1001

ST2503

# Hillside Drive, Elk Drive & John Jones (FM731) Ped & Intersection

THE CITY OF BURLESON TEXAS

## Project Includes:

- Design & construction for an additional 4 and 5 foot-wide sidewalk on Elk Drive and an additional 10-foot wide trail on Hillside Drive
- Also includes intersection enhancements to improve mobility at Elk and Hillside & Hillside and FM731 and intersection improvements at FM731




## Funding:

- $1.036 Million 2022 GO Bond
- $705 Thousand CO Bond Funds

## Status:

Project has been split into 3 components:

- Elk sidewalk within SH174 widening project
- Elk sidewalk from high school to Wilshire under design (90% Complete)
- Remaining Elk, Hillside, and FM731 Design to Start in FY26

| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 90% | Southern Elk- Spring 26<br>Elk, Hillside, FM731- Spring 27 | 1.7 Million |

1002

ST2309

# Village Creek Parkway Expansion

## (Including Tarrant County Bond)

THE CITY OF BURLESON TEXAS

### Project Includes:

- Reconstruction of existing 2-lane undivided asphalt section to 4-lane divided concrete section with median, curb & gutter, storm drainage, street lighting, sidewalk & 10' shared use trail on east side

### Funding:

- $3.9 Million City Funding (Impact Fees & Non-Bond Capital)
- $2.5 Million Tarrant County Bond (50% match)
- $500 Thousand Discretionary funds Tarrant County Commission Precinct #1
- $259 Impact Fee Revenue Funding

### Status:

- Design is 90% Complete
- Utility relocation coordination and 10’ shared use path permitting ongoing
- ROW Acquisition Currently Being Evaluated




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 90% | Spring 2026 | 7.2 Million |

1003

ST2350

# Neighborhood Street Rebuilds FY23

THE CITY OF BURLESON TEXAS

## Project Includes:

- Pavement repair by various methods based on condition of existing street pavement
- Various streets identified in 2022 GO Bond, a portion of which will be completed each year

## Funding:

- $2.6 Million Water and Sewer Bond Funds
- $736 Thousand GO Bond Funds
- $115 Thousand Non-Bond Funding
- $38 Thousand Street and Drainage Bonds

## Status:

- Construction is 99% Complete
- Minor Grading Rework Remaining







- ❑ **Brown Crest Rd.**
- ❑ **Paula Ter.**
- ❑ **Deniese Dr.**
- ❑ **Dorsey St.**
- ❑ **N. Willow Cir.**
- ❑ **SW Hillside Dr.**
- ❑ **Linda Dr.**

2022 GO Bond Project

| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 99% | Fall 2025 | $ 3.5 Million |

1004

TR2201

# Traffic Signal Improvements (ITS) SH174

## SH174 & City Wide

THE CITY OF BURLESON TEXAS

### Project Includes:

- Signal Infrastructure Upgrades, Traffic Management Center, and CCTV Cameras

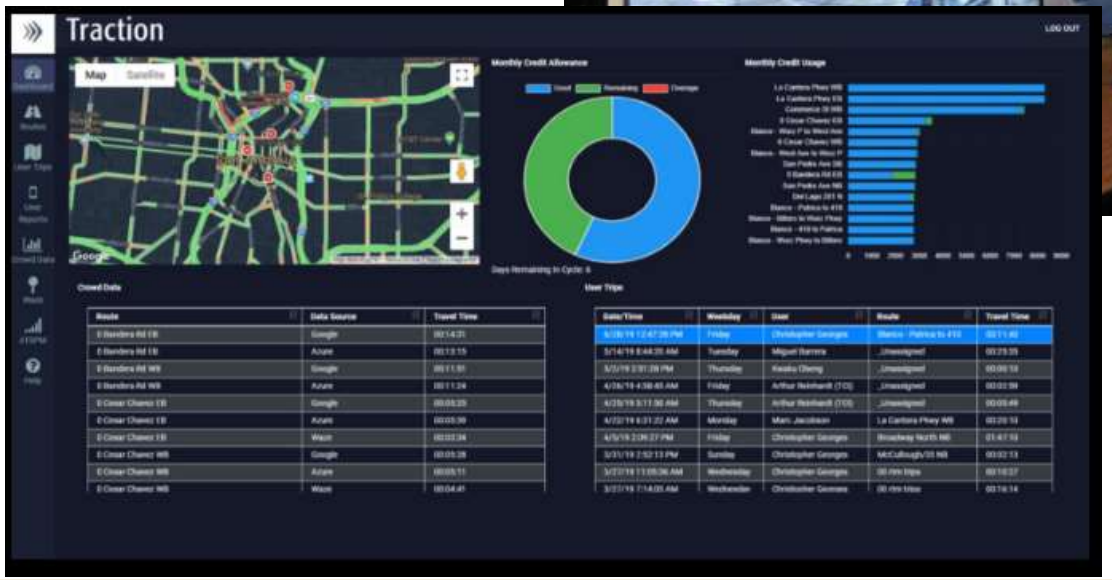
### Funding:

- $2.17 Million City funding (GO Bond Funds)
- $1.54 Million Street Bonds
- $123 Thousand Non-Bond

### Status:

- Construction 95% Complete






| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Construction | Progress 95% | Fall 2025 | 3.8 Million |

1005

WA2301

# Industrial Blvd. Pump Station Exp. & Alsbury Pump Station Decommissioning

THE CITY OF BURLESON TEXAS

## Project Includes:

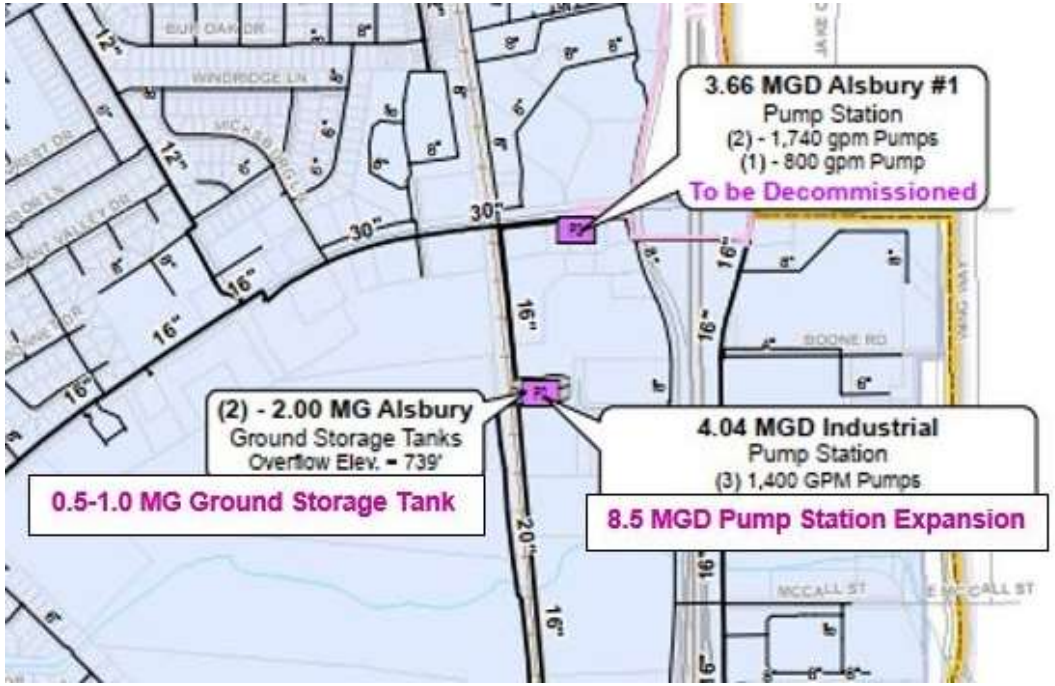
- Expansion of the Industrial Pump Station to serve the Lower Pressure Plane
- Decommissioning the Alsbury #1 Pump Station
- New 1.0 MG Ground Storage Tank

## Funding:

- $21.5 Million Water Bond Funds

## Status:

- Project Bids Received on September 18, 2025
- Proposal Currently Being Evaluated




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Bidding | Progress 50% | Fall 2025 | 21.5 million |

1006

WA2302

# Willow Creek 12" Water Line Looping

THE CITY OF BURLESON TEXAS

## Project Includes:

- Construction of a 12" water line from the existing 12" water line on Fairway View Drive to the future Mountain Valley Ph. 3
- Improve looping and available fire flow to Upper Pressure Plane
- Eliminate a 12" dead end line

## Funding:

- $992 Thousand Water Bonds Funds

## Status:

- Preliminary Design Underway (90%)




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 90% | Fall 2025 | 992 Thousand |

1007

WA2306

# FW I-35 Water Line Extension

THE CITY OF BURLESON TEXAS

## Project Includes:

- Design and construction of a 24" water pipeline to increase the City's water volume on east side entry-point from 2MGD to 13MGD

## Funding:

- $17 Million in Water Bonds

## Status:

- 60% Plans Received in August 2024




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 60% | Summer 2026 | 17 million |

1008

WA2403

# Upper Pressure Plane Water Line Looping

THE CITY OF BURLESON TEXAS

## Project Includes:

- Design and construction of three waterlines to improve water reliability

## Funding:

- $1.4 Million in Water Bonds

## Status:

- Schematic Design Underway




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 10% | Summer 2026 | 1.4 million |

1009

WW2301

# Trunk Relief Sewer Line
## (Town Creek Basin Parallel)

THE CITY OF BURLESON TEXAS

**Project Includes:**

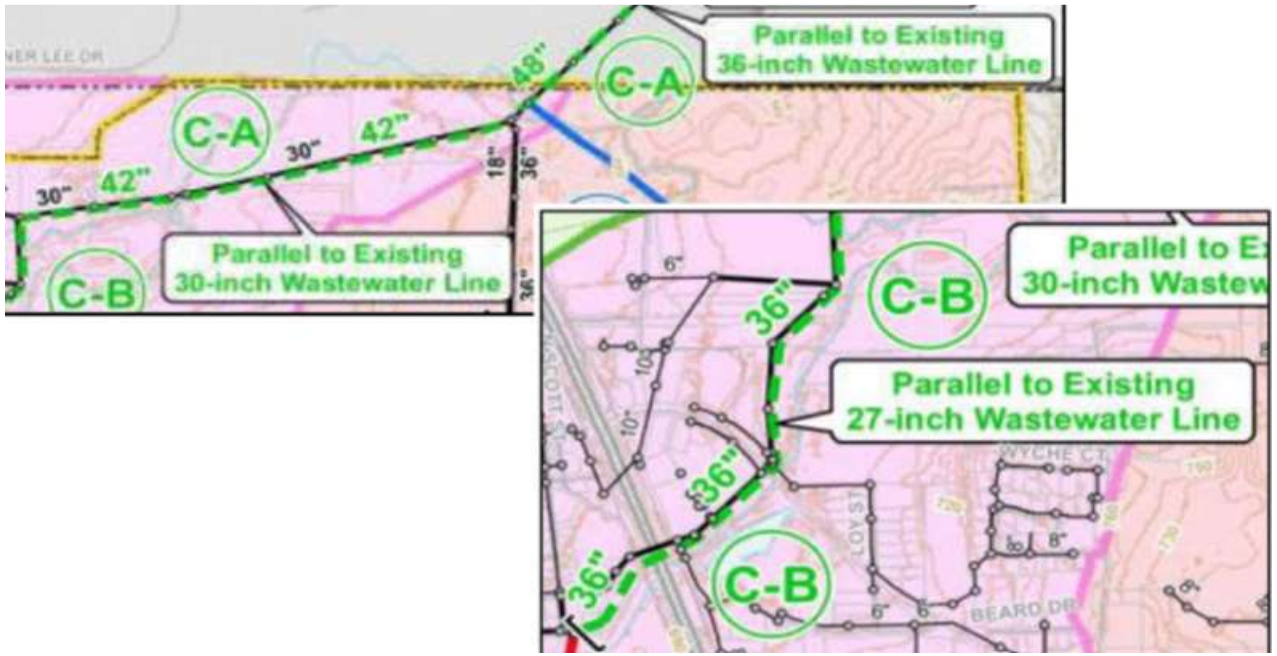
- Design and construction of a 36”-48” parallel sanitary sewer pipeline along Village Creek

**Funding:**

- $30.5 Million Sewer Bond Funds

**Status:**

- 60% Design Submittal Currently Under Review by City




| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 60% | Spring 2026 | 30.5 million |

1010

177389

# Parallel 24in Sewer Village Creek to Oakbrook Dr. (w/ Bear Ridge & The Lakes)

THE CITY OF BURLESON TEXAS

## Project Includes:

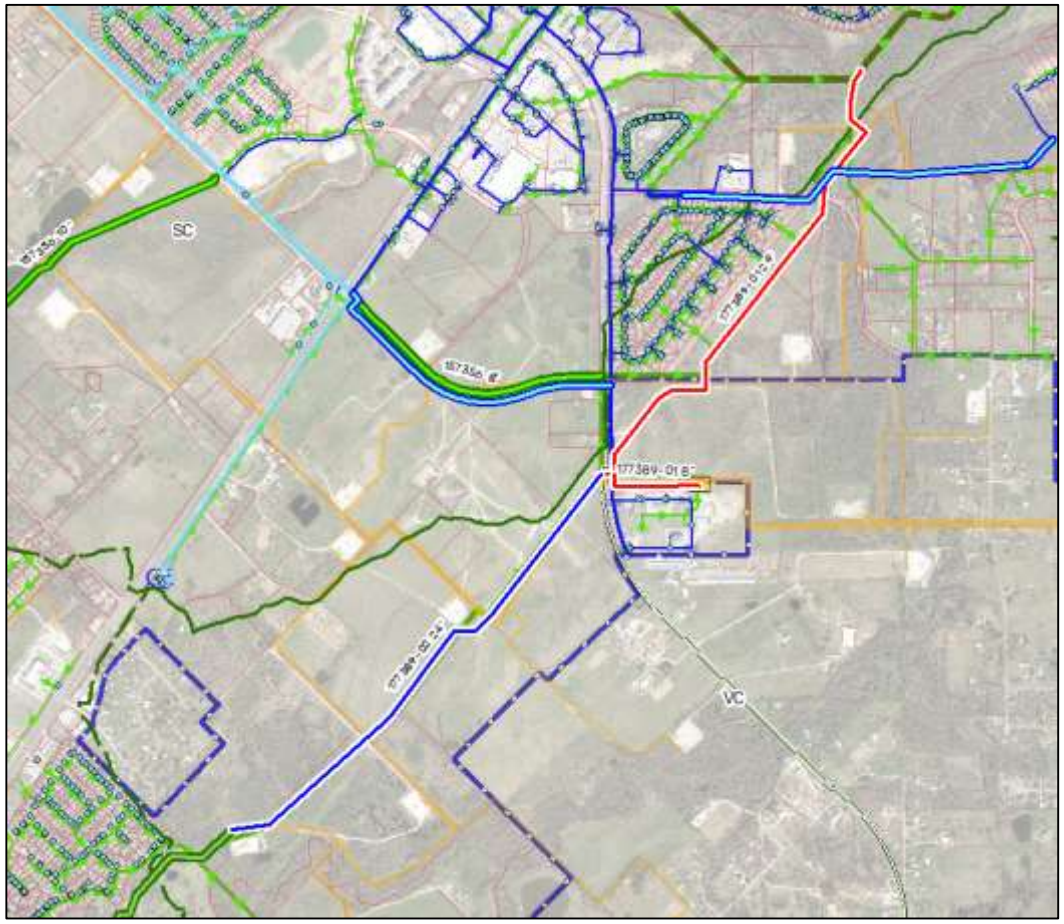
- Sewer interceptor parallel to the existing 15 inch line conveying wastewater flow from the Willow Creek Basin (2 sections - Village Creek to FM731 & FM731 to Oakbrook Dr.). This parallel line is needed to handle the additional flows as a result of growth.

## Funding:

- $6.7 Million Sewer Bond Funds
- $127 Thousand Water/Sewer Non-Bond Funds

## Status:

- Project Design Underway
- Construction Funding in FY28 and FY29



Project Status

Design

Current Phase Project Progress

Progress 60%

Estimated Completion of Current Phase

Fall 2028

Total Project Cost

6.8 million

1011

WW2302

# Lift Station Rehabilitations

THE CITY OF BURLESON TEXAS

## Project Includes:

- Rehabilitation of existing lift station including SCADA, emergency power, bypass, and other upgrades

## Funding:

- $980 Thousand Sewer Bond Funds

## Status:

- Project being rebid due to previous bid cost above budget



Project Status

Design

Current Phase Project Progress

Progress 90%

Estimated Completion of Current Phase

Fall 2025

Total Project Cost

980 Thousand

1012

WW2401

# SE Tarrant Sewer Erosion Control

THE CITY OF BURLESON TEXAS

## Project Includes:

- Design and construction of an erosion control measure and raise SE Tarrant Street to be closed less during rain events

## Funding:

- $1.2 million in water and sewer bonds

## Status:

- Project Design Complete
- Project is Preparing to Bid





| Project Status | Current Phase Project Progress | Estimated Completion of Current Phase | Total Project Cost |
|---|---|---|---|
| Design | Progress 95% | Fall 2025 | 1.2 million |

1013

ST2508

# Ellison & Wilson ADA Improvements

THE CITY OF BURLESON TEXAS

**Project Includes:**

- Reconnect ADA access at the southeast corner of Ellison St. / Wilson St. and reconstruct ADA parking to make compliant

**Funding:**

- $233 Thousand in TIF Funding

**Status:**

- Final Design is Currently in Process




| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 60% | Fall 2025 | 233 Thousand |

1014

ST2509

# Old Town Lighting Improvements (Bransom & Bufford)

THE CITY OF BURLESON TEXAS

## Project Includes:

- The project includes the design and installation of additional lighting in Old Town along Bransom and Bufford Streets

## Funding:

- $273 Thousand TIF Funding

## Status:

- Bid Package Under Review
- Preparing to Bid Project






| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 90% | Fall 2025 | 273 Thousand |

1015

WA2506

# Waterline Replacement & Upsizing

THE CITY OF BURLESON TEXAS

**Project includes:**

- Replace an old 2" dead-end water line with a new 8" PVC line and extend it to connect with another dead-end line to the northeast

**Funding:**

- $166 Thousand in Water Bonds

**Status:**

- Construction Underway




| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Construction | Progress 30% | Fall 2025 | 166 Thousand |

1016

ED2601

# 114 W. Ellison Demolition

THE CITY OF BURLESON TEXAS

## Project Includes:

- The project includes the asbestos abatement and demolition of the City owned building located at 114 W. Ellison Street

## Funding:

- $350 Thousand in 4A Funds

## Status:

- Asbestos survey recently completed
- Demolition Contract to be Bid in Fall



| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 30% | Fall 2025 | 350 Thousand |

1017

ST2651

# CR914 Reconstruction (CR914A to CR1021)

THE CITY OF BURLESON TEXAS

## Project Includes:

- The project will include the design and reconstruction of CR914 between CR914A and CR1021. The project will also include reestablishing drainage ditches along the edge of roadway and addressing subgrade failures.

## Funding:

- $1 Million in CO Bonds
- $105 Thousand in Sewer Bonds

## Status:

- Initiating Project
- Consultant Proposal Under Review





| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Spring 2026 | 1.1 Million |

1018

WW2602

# FM917 & 35W Lift Station & Force Main

THE CITY OF BURLESON TEXAS

## Project Includes:

- The project will include the construction of a 1 MGD sewer lift station located adjacent to I35W and FM917 (Conveyor Dr.) and a new 8” sewer force main from the lift station site, crossing under I35W, to Vantage Drive, where it will connect to the existing 8” stub at the intersection of FM917 and Vantage Dr.




## Funding:

- $4.3 Million in Sewer Bonds

## Status:

- Consultant Procurement in Process
- Initiating Project

| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Summer 2025 | 4.3 Million |

1019

WW2601

# 12” Wastewater Line Replacement in Village Creek Basin (Golf Course)

THE CITY OF BURLESON TEXAS

## Project Includes:

- The project consists of upsizing approximately 3,200 LF of 8-inch wastewater line to 12-inch in the Village Creek Basin. The extents are from north of E. Hidden Creek Parkway to the existing 18-inch wastewater line on S. Dobson Street.

## Funding:

- $2.7 Million in Sewer Bonds

## Status:

- Alternative Alignments Under Review
- Schematic Design In Progress



| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 10% | Summer 2026 | 2.7 Million |

1020

ST2550
WW2490

# Neighborhood Street Rebuild FY25 & 26
# Water and Sewer Rehab FY24 & 26

THE CITY OF BURLESON TEXAS

## Project Includes:

- Neighborhood Street Rebuild FY25 & 26
  Project includes the reconstruction of neighborhood streets
- Water and Sewer Rehab FY24 & 26
  Project includes the reconstruction of aging water and sewer mains

## Funding:

- $6.1 Million in Water and Sewer Bonds
- $1.7 Million in GO Bonds

## Status:

- Project Estimating and Scoping In Progress
- Project Design to Begin Fall 2025



| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Spring 2026 | 7.8 million |

1021

ST2601

# FM1902 and CR910 Mobility

THE CITY OF BURLESON TEXAS

## Project Includes:

- Design and construction of a 10-foot wide trail along CR910 and FM1902 from Caddo Grove Elementary and RC Loflin Middle School to Bluebird Meadows Subdivision, including the addition of a traffic signal at Owl Parkway

## Funding:

- $1.49 Million in GO Bonds

## Status:

- Initiating Project




| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Fall 2026 | 1.49 Million |

1022

# Wicker Hill Rd. and Greenridge Dr. Reconstruction

THE CITY OF BURLESON TEXAS

## Project Includes:

- Project includes the design, right-of-way acquisition and construction for the widening of Wicker Hill Rd. and Greenridge Dr.

## Funding:

- $6.9 Million in CO Bonds

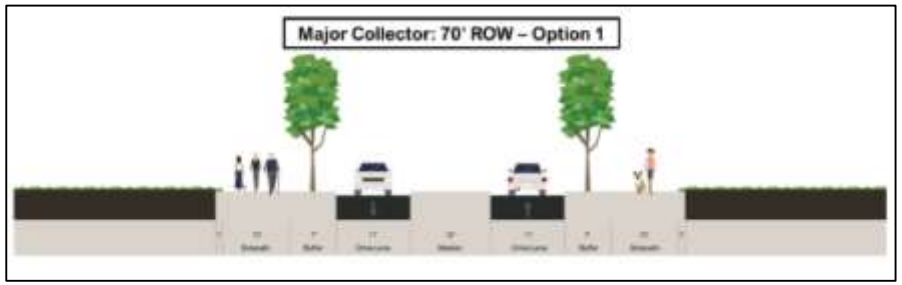
## Status:

- Initiating Project

## Wicker Hill Cross Section




## Greenridge Cross Section







| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Fall 2026 | 6.9 Million |

1023

WA2401

# Hulen Ground Storage Tank Rehabilitation

THE CITY OF BURLESON TEXAS

## Project Includes:

- The project includes the design and construction of a tank rehabilitation project at the Hulen Street Pump Station site

## Funding:

- $1.5 Million in Water Bonds

## Status:

- Consultant Proposal Under Review
- Initiating Project



| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Fall 2026 | 1.5 Million |

1024

WA2502

# Mountain Valley EST and GST Demolition

THE CITY OF BURLESON TEXAS

## Project includes:

- The project includes the demolition of the existing Mountain Valley elevated storage tank and ground storage tank

## Funding:

- $836 Thousand in Water Bonds

## Status:

- Initiating Project





| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Summer 2026 | 836 Thousand |

1025

WW2502

# Parkview Dr. Sewer Upsizing to 10”

THE CITY OF BURLESON TEXAS

## Project Includes:

- This project consists of the construction of a 10-inch wastewater line replacing the existing 6-inch wastewater line along Parkview Drive from the existing 6-inch wastewater line on Flagstone Drive to the existing 12-inch wastewater line near Rand Drive

## Funding:

- $1.1 Million in Sewer Bonds

## Status:

- Initiating Project




| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Fall 2026 | 1.1 Million |

1026

# Chisholm West Lift Station Force Main / Collector

## Project Includes:

- This project consists of the construction of the Chisholm West Lift Station with a 2.5 MGD firm capacity near the Chisolm Summit development and the Chisholm Trail Parkway Toll Road. It also consists of the construction of a 12-inch force main from the proposed Chisholm West Lift Station going west to the under construction 15-inch wastewater line along FM914. This project also consists of a 12-inch collector approximately 800 feet northeast of the Chisholm West Lift Station. This project also consists of a 12-inch collector along Rock Creek from CR914 to the proposed Chisolm West Lift Station.




## Funding:

- $7.4 Million in Sewer Bonds

## Status:

- Initiating Project

| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Fall 2026 | 7.4 Million |

1027

# Legacy Hill Sewer Extension

## Project Includes:

- This project consists of the design, right-of-way acquisition and construction of a 12” gravity sewer line that will extend from an existing stub within the Prairie Timbers development to the southwest to serve future development

## Funding:

- $651 Thousand in Sewer Bonds

## Status:

- Initiating Project
- Coordinating with Developer of Legacy Hill




| Project Status | Current Phase Project Progress | Estimated Completion | Total Project Cost |
|---|---|---|---|
| Design | Progress 1% | Summer 2026 | 651 Thousand |

1028

# Questions
# Comments

**Randy Morrison, PE**
Director of Capital Engineering
rmorrison@burlesontx.com

# City Council Regular Meeting

**DEPARTMENT:** **Parks and Recreation**

**FROM:** **Jen Basham, Director of Parks and Recreation**

**MEETING:** **October 20, 2025**

**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction regarding the community park naming process. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

In October 2009, City Council adopted a Municipal Property Naming Policy establishing guidelines for the fair, consistent, and transparent naming of public facilities. The policy identifies eligible naming categories including:

- Predominant natural features
- Adjoining streets or subdivisions
- Historic or heroic events
- Outstanding individuals
- Public officials (not currently in office)
- Benefactors or donors

The policy also provides for naming processes that may be initiated either by the City or by citizens through formal written requests to the City Manager.

Community Park Naming Process to Date

- In May 2025, staff introduced the naming process for the new Community Park.
- Council recommended a public engagement approach consistent with previous efforts for Shannon Creek Park and Burleson Bark Park.
- Due to the discontinuation of Facebook's polling platform, staff developed a two-step process:

1. Open Submission Survey (August 6–20, 2025): Community members submitted 230 name suggestions.

2. Eligibility Review: Names were evaluated for compliance with the City's policy, consolidated for consistency, and prepared for Council review.

Results of Public Input

- Compliant Names: More than 50 eligible names were advanced, including both thematic concepts (e.g., Ember Park, Bloom Park, Skybend Park) and tributes to local individuals.

- Non-Compliant Names: Some suggestions were removed as duplicates of existing parks or for not meeting policy guidelines (e.g., Veteran's Park, Burleson Spider-Man Park).

**NEXT STEPS / COUNCIL OPTIONS**

Council direction is requested on how to proceed with finalizing the park's name. Options include:

1. Sending all compliant names to a final public poll.

2. Council selecting the final park name.

3. Referring the final name selection to the Park Board.

**RECOMMENDATION:**

N/A

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

N/A

**REFERENCE:**

Insert CSO# if applicable
Insert resolution or ordinance change

**FISCAL IMPACT:**

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

**STAFF CONTACT:**

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




# Community Park

Naming Process

Staff Contact: Jen Basham, Director of Parks and Recreation

City Council, October 20, 2025

# Background



The naming policy was passed in October 2009



The policy was put in place to create guidelines for naming municipal property



The policy creates a method for formal, fair and consistent naming

BTX MADE

1034




# City Council Policy Naming Guidelines

Predominant natural features

Adjoining streets or subdivision

Historic or heroic event

Outstanding individuals

Public Officials (not currently in office)

Benefactor or donor

1035



# Initiation of naming

## City Initiated

CMO presents a list of potential names to the City Council for final approval

## Citizen Initiated

A written request must be made to the City Manager

## Initial Naming

Should be completed prior to construction completion

## Renaming

Can be completed when an event or request is made

1036

# Community Park Naming Process to Date

Staff brought forward the naming of the Community Park process in May of 2025

Council recommended a public naming process similar to Shannon Creek and Burleson Bark Park

In the processes named above staff utilized a polling platform built into Facebook, however this platform no longer exists

Staff proposed a two-step process for the community to submit any name and the names that met the requirements would be placed in a final poll

This initial survey was open from August 6 to August 20 and 230 responses were received

Names submitted in the comments were also included for consideration




BTX MADE

# MOVING FORWARD



Council requested that the park naming be brought back for update and discussion

OPTIONS:

Send all qualified names out for public polling and bring forward the final results for review and recommendation

Council can name park

Council can request Park Board recommend a name

BTX MADE

1038



# Feedback

Appendix: Submitted Entries for Community Park Naming

**“Consolidated by name”**

1. Veteran's Park
2. Shannon Creek Park
3. Huckleberry Park
4. Hulen Park
5. Hulen-Alsbury Park
6. Name
7. Branson Park
8. Burley Lake Park
9. Eakin Park
10. Keeler Park
11. Porter Park
12. Bloom Park
13. Bluebonnet Park
14. Central Park
15. Ember Park
16. Roundabout Park
17. Skybend Park
18. Sunflower Park
19. The Overlook at Alsbury and Hulen
20. Thumper's Grove Park
21. Trestle Park
22. Plain Burleson Park
23. Alford Park
24. Brandon Bennett Park
25. Dave Tomlinson Park
26. Dawson Barnes Sports Complex
27. Dennis Darden Park
28. Dora Ussery Park
29. Duke Park
30. Floyd Hardin Park
31. Fran Wheat Park
32. Hutson Park
33. Lynniel Thrash Park
34. Mark Pate Park
35. Martin Park

36. Mary Slaney Park
37. Patsy & Billy Dumas Park
38. Philo Waters Park
39. Richard Branson Park
40. Richard Livingston Park
41. Robin Waddell Park
42. Rockyville Park
43. Ozzy Osbourne "animals rock" park
44. Byron Black Park
45. Johnson's Meadow Park
46. Ken Shetter Park
47. Matt Aiken Park
48. Matt Quinn Park
49. Rick Roper Park
50. Ronnie Johnson Park
51. Harmony Park