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

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

1. CALL TO ORDER

Invocation

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 2024, as "Cyber Security Awareness Month" in the City of Burleson. (*Recipient: Hugo Rodriguez, Deputy Chief Technology Officer*)

B. Presentations

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 approval of the minutes from the September 23, 2024 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)
- B. Consider approval of a professional services agreement with Kimley-Horn and Associates, Inc. for design of pedestrian improvements along the north side of Renfro Street, from northwest of SW Wilshire Blvd/SH 174 to N. Wilson Street, in the amount of \$129,035.00. (*Staff Contact: Eric Oscarson, Deputy City Manager*)
- C. Consider approval of a professional services agreement with Teague Nall and Perkins, Inc. for design of pedestrian improvements for Vaughn Drive in the amount of \$76,000. (*Staff Contact: Eric Oscarson, Deputy City Manager*)
- D. Consider approval of a one year renewal to agreement CSO#1849-09-2021 with CERES Environmental Services, Inc. for debris clearance and disposal services which may be required in the event of a disaster, including the option for the City Manager to authorize renewals administratively. (*Staff Contact: Joe Laster, Emergency Operations Manager*)
- E. Consider approval of an interlocal agreement with the City of Mansfield for jail services for five (5) years in the amount not to exceed \$756,221.30. (*Staff Contact: Wes Routson, Support Bureau Lieutenant*)
- F. Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter and close on a real estate contract with Virk Firm LLC, as seller, to purchase fee simple title to approximately 3.1063 acres of land, out of the Sarah Gray Survey No. 558 in Tarrant County, Texas. (*Staff Contact: Eric Oscarson, Deputy City Manager*)
- G. Consider approval of 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*)
- H. Consider approval of a contract with Safeware Inc., for the purchase of a 20 foot, four (4) station combination restroom and shower trailer through a cooperative purchasing agreement

with Sourcewell Vendor Contract #080922-SAF PS & EM, in the amount of \$74,705.88 (Staff Contact: Casey Davis, Fire Chief)

- I. Consider approval of a recommendation from the Community & Intergovernmental Relations Council Committee regarding attendance for Places 3, 5 and 9 and consider approval of a minute order reappointing Place 4, Christian Schott, on the Park Board. (Staff Contact: Lisandra Leal, Assistant City Secretary)
- J. Consider approval amending Resolution CSO#5428-03-2024, the Special Local Option Election Order to legalize the legal sale of all alcoholic beverages for off-premise consumption only by updating Section 2 Early Voting and Ballot by Mail. (Staff Contact: Monica Solko, Deputy City Secretary)
- K. ETJ Release Petition for 2124 N Cummings Dr (Case 24-260): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 68.652 acres of land known as Part of Tracts II and III and all of Tracts IV, V, and VI WM Phipps. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)
- L. ETJ Release Petition for 5000 CR 711 (Case 24-261): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 19.431 acres of land known as all of lots 2 & 3, BLK A of the TRSC Highpoint Addition also known as TR 6, 6A 12C & 12F Hiram Lewis Survey. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)

6. DEVELOPMENT APPLICATIONS

- A. Basden Steel Corporation and Renfro Street Holdings, Ltd. at 1550 S Burleson Blvd and 139 N Briar Oaks Rd, disannexation Petition (Case 24-270): Consider approval of an ordinance for disannexation of approximately 8.550 acres of land located within the Corporate City Limits of the City of Burleson. (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)

7. GENERAL

- A. Consider approval of an interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2024-25 in the amount of \$1,036,996. (Staff Contact: Wes Routson, Police Lieutenant)

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction on changes to the city's benefit plans for 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

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

- A. Consider approval amending resolution CSO#5606-09-2024 establishing the City Council's priorities for the 89th Legislative Session by updating Exhibit A (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

11. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
-Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two dated December 14, 2020, between the city of Burleson, the Burleson 4A Economic Development Corporation, the Tax Increment Financing Reinvestment Zone Number Two, and BTX Old Town, LLC
-Case 3:23-CV-00948-K, *Mark Eder v. City of Burleson* in the U.S. District Court, Northern District of Texas, Dallas Division
-First Amended 380 and Development Agreement for Public and Private Improvements in Reinvestment Zone Number Two dated September 9, 2020, between the city of Burleson, the Tax Increment Financing Reinvestment Zone Number Two, and Realty Capital Management, LLC
- 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**

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 2nd of October 2024, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: October 7, 2024

SUBJECT:

Consider approval of the minutes from the September 23, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council duly and legally met on September 23, 2024 regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING
SEPTEMBER 23, 2024
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 5:30 p.m.

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

Invocation – Mayor Chris Fletcher

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

B. Presentations - MOVED

- Recognized Mayor for a Day “Kenzie Stepan”.

A. Proclamations

- A Proclamation recognizing The City of Burleson and Keep Burleson Beautiful as the winner of the fourth annual "North Texas Community Cleanup Challenge" and the winner of the "2024 Mayor's Challenge." (*Recipient: Jen Basham, Director of Parks and Recreation*)

C. Community Interest Items

- Recognized the Johnson County Children’s Advocacy Centers recent fundraiser and encouraged citizens to support the organization.

- Recognized CASA of Johnson County clay shot fundraiser and encouraged citizen to the support the organization.
- Great turnout on Saturday for the Be Healthy Run. Thank you to Parks Department and all the volunteers for making the event successful.
- Join us in celebrating Hispanic Heritage month:
 - September 25 – Zumba Latin Nights at 7pm in the Mayor Vera Calvin Plaza.
 - September 28 – Hispanic Heritage Festival at 5pm in the Mayor Vera Calvin Plaza.
- Join us for Founder Days on October 12 from 10am-4pm in the Mayor Vera Calvin Plaza.

11. RECESS INTO EXECUTIVE SESSION - MOVED

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

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

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 5:45 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 6:10 p.m.**

Motion passed 7-0.

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.

- Add items 7A and 7E to consent agenda.
- Withdraw item 7C.

4. CITIZEN APPEARANCES

- None.

5. CONSENT AGENDA

A. Minutes from the September 9, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

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

Motion passed 7-0.

- B. Contract with Jeff Eubank Roofing Co., Inc. through a cooperative purchasing agreement with Tarrant County, Texas for roof replacement at Fire Station 3 in the amount of \$62,220. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

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

Motion passed 7-0.

- C. Contract renewal CSO#5057-04-2023 (10230024) with Ambassador Services, LLC. exercising the first of two remaining renewals for janitorial services in the amount of \$222,300. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

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

Motion passed 7-0.

- D. CSO#5583-09-2024, ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel. (Final Reading) (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

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

Motion passed 7-0.

- E. CSO#5584-09-2024, resolution ratifying the actions of the Burleson 4A Economic Development Corporation's actions on September 23, 2024 authorizing a land purchase contract with Burleson Highpoint Investments, LLC for a 10-acre tract located in Highpoint Business Park on Vantage Drive near FM 917. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 7-0.

- F. CSO#5585-09-2024, resolution ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethany Special Utility District for infrastructure to support industrial development in the City of Burleson, Texas. (Staff Contact: Alex Philips, Economic Development)**

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

Motion passed 7-0.

- G. Cooperative Purchase Agreement for the purchase of products and services from Amazon Marketplace through the cooperative contract with Choice Partners in the amount of \$175,000.00 for the fiscal year 2024-2025. (Staff Contact: Richard Abernethy, Director of Administrative Services)**

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

Motion passed 7-0.

- H. CSO#5586-09-2024, minute order authorizing the purchase and installation of guardrail along S. Dobson Street through a cooperative purchasing agreement with Tarrant County, Texas and Vann Elli, Inc. in the amount of \$15,325, in accordance with Council Policy 17. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

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

Motion passed 7-0.

- I. CSO#5587-09-2024, minute order authorizing the replacement and framing of the restroom doors at Warren Park, replacing the existing wrought iron gates, including the installation of magnetic locks, in the amount of \$9,400, in accordance with Council Policy 17. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0.

J. CSO#5588-09-2024, resolution ratifying appointment of Place 2 on the Boren Property Advisory Council. (Staff Contact: Amanda Campos, City Secretary)

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

Motion passed 7-0.

K. ETJ Release Petition for 6424 Rough RD (Case 24-248): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 9.997 acres of land addressed as 6424 Rough RD. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)

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

Motion to deny passed 7-0.

7. GENERAL – ADDED TO CONSENT AGENDA

A. Release agreement with Paymentus Solutions for Utility Billing credit card payments. (Staff Contact: Richard Abernethy, Director of Administrative Services)

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

Motion passed 7-0.

E. CSO#5593-09-2024, minute order appointing members to the City of Burleson boards, commissions, and committees for 2024 – 2027 terms and filling vacancies. (Staff Presenter: Lisandra Leal, Assistant City Secretary)

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

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

A. CSO#5589-09-2024, ordinance for a zoning change request from “SF10” Single-family dwelling district 10 and “A” Agricultural to “PD”, Planned Development to allow for an existing school (Centennial High School) and the colocation of an antenna on a stadium light pole at 201 S Hurst (Case 24-207). (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)

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

Mayor Fletcher opened the public hearing. **Time: 6:19 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:20 p.m.**

Motion made by Phil Anderson and seconded by Dan McClendon to approve.

Motion passed 7-0.

- B. CSO#5590-09-2024, ordinance for a zoning change request from “SF7” Single-family dwelling district-7 to “CC” Central Commercial district for all of Lot 6, Block 30; Original Town of Burleson Addition at 216 W Eldred Street (Case 24-210). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

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

Mayor Fletcher opened the public hearing. **Time: 6:23 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:24 p.m.**

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

Motion passed 7-0.

7. GENERAL

- A. Release agreement with Paymentus Solutions for Utility Billing credit card payments. (Staff Contact: Richard Abernethy, Director of Administrative Services)**

Item 7A was added to the consent agenda above.

- B. CSO#5501-09-2024, resolution adopting the guidelines and criteria for the Economic Development incentives program. (Staff Contact: Alex Philips, Economic Development Director)**

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

Mayor Fletcher opened the public hearing. **Time: 6:26 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:27 p.m.**

Motion made by Larry Scott and seconded by Victoria Johnson to approve a resolution adopting the guidelines and criteria for the Economic Development incentives program.

Motion passed 7-0.

- C. Second Amendment to the 380 and Development Agreement for Public and Private Improvements in the Reinvestment Zone Number Two (CSO#542-11-2016), City of Burleson Between the City of Burleson and Realty Capital Management, LLC. (Staff Contact: Alex Philips, Economic Development Director) - WITHDRAWN**

Item 7C was tabled during the TIF#2 meeting and therefore withdrawn from the agenda under Section 3B Changes to the Posted Agenda.

- D. Playground Equipment Removal and Indemnification Agreement with Kids Around The World, Inc. for the donation, disassembly, and removal of end-of-life playground equipment at no cost to the City. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented an agreement to the city council.

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

Motion passed 7-0.

- E. CSO#5593-09-2024, minute order appointing members to the City of Burleson boards, commissions, and committees for 2024 – 2027 terms and filling vacancies. (Staff Presenter: Lisandra Leal, Assistant City Secretary)**

Item 7E was added to the consent agenda above.

- F. CSO#5594-09-2024, resolution casting the City of Burleson's vote for Texas Municipal League Region 8 Director. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a resolution to the city council.

Motion made by Adam Russell and seconded by Victoria Johnson to approve casting the City of Burleson's vote for Mary Sarver, Mayor Pro Tem, from Grandview for the Texas Municipal League Region 8 Director.

Motion passed 7-0.

Amanda Campos, City Secretary, announced that items 7G and 7H would be presented as one presentation but voted on separately.

- G. CSO#5595-09-2024, resolution nominating candidates for the election of members to the Tarrant County Central Appraisal District Board of Directors. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Janalea Hembree, Assistant to the City Manager, presented items 7G and 7H to the city council.

Duaine Goulding, 4837 W. FM 916, Rio Vista, came forward to ask for council nomination to Johnson County Central Appraisal District Board of Directors.

Brannon Potts, 600 Elm Hill, Burleson, came forward to ask for council nomination to the Johnson County Central Appraisal District Board of Directors.

John Wood, 8801 CR 408A, Grandview, came forward to ask for council nomination to the Johnson County Central Appraisal District Board of Directors.

Motion made by Victoria Johnson and seconded by Phil Anderson to nominate Gary Losada to the Tarrant County Central Appraisal District Board of Directors.

Motion passed 7-0.

H. CSO#5596-09-2024, resolution nominating candidates for the election of members to the Board of Directors for the Central Appraisal District of Johnson County. (Staff Contact: Janalea Hembree, Assistant to the City Manager)

Motion made by Victoria Johnson and seconded by Adam Russell to nominate Duaine Goulding, Amy Lingo, John R. Wood, Brannon Potts and James M. (Jim) Cockrell to the Central Appraisal District of Johnson County Board of Directors.

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff feedback regarding the capital improvement program. (Staff Contact: Eric Oscarson, Deputy City Manager)

Eric Oscarson, Deputy City Manager, presented the capital improvement program to the city council.

There were no comments from the council.

B. Receive a report, hold a discussion, and provide direction regarding the Pavement Management Program and Pavement Maintenance Scenarios. (Staff Contact: Janalea Hembree, Assistant to the City Manager)

Janalea Hembree, Assistant to the City Manager, reported on the Pavement Management Program and Pavement Maintenance Scenarios to the city council.

Mayor left the dais at 7:40 p.m. and returned at 7:43 p.m.

Summary of Scenarios

Scenario	Years	O&M Dollars	Capital Dollars	Total Budget	Beginning OCI	5 Year OCI	10 Year OCI
1	10	\$ -	\$ -	\$ -	69.0	60.0	52.0
2	5	\$ 3,716,394	\$ 10,855,620	\$ 14,572,014	69.0	62.5	56.0
3	5	\$ 12,211,011	\$ 10,855,146	\$ 23,066,157	69.0	65.8	62.7
4	5	\$ 3,716,395	\$ 24,998,033	\$ 28,714,428	69.0	64.0	59.5
5	5	\$ 12,211,011	\$ 24,993,389	\$ 37,204,400	69.0	67.3	66.0
6	5	\$ 24,984,410	\$ 71,869,910	\$ 96,854,320	69.0	75.0	--
7	10	\$ 33,554,832	\$ 127,444,231	\$ 160,999,063	69.0	--	75.0
8	5	\$ 11,700,539	\$ 10,859,167	\$ 22,559,706	69.0	63.9	61.2
9	5	\$ 3,716,394	\$ 18,856,710	\$ 22,573,104	69.0	62.1	56.7
10	5	\$ 8,716,393	\$ 13,856,670	\$ 22,573,063	69.0	63.8	59.4
11	5	\$ 6,716,395	\$ 15,858,275	\$ 22,574,670	69.0	63.2	58.2

Staff supports and recommends Scenario 8. Staff will prepare a maintenance plan for review by Public Works. Upon review, staff will present the pavement management plan and pavement maintenance schedule for FY 24/25 to council.

There were no questions from the council.

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

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

Alexa Boedeker requested staff to add home owners insurance to the legislative watch list.

Tommy Ludwig, City Manager, stated that the addition would need to be brought back to council for an amendment to the policy.

10. **CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS**

- None.

11. **RECESS INTO EXECUTIVE SESSION**

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

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

-Receive a report and hold a discussion regarding *Demetria Joyce Wiley v. Brandon Phillip Heard and City of Burleson*, Cause No. DC-C202400602, 249th District Court, Johnson County, Texas

-Receive a report and hold a discussion regarding street maintenance fees and *Picket v. City of El Paso*, Cause No. 2020DCV3514, 384th District Court, El Paso County, Texas

-Receive a report and hold a discussion regarding facility conditions at 828 SW Alsbury Blvd 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

-Receive a report and hold a discussion on a certain tract or parcel of real property in Tarrant County, Texas for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

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

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 7:56 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 8:25 p.m.**

Motion passed 7-0.

12. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 8:25 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: October 7, 2024

SUBJECT:

Consider approval of a professional services agreement with Kimley-Horn and Associates, Inc. for design of pedestrian improvements along the north side of Renfro Street, from northwest of SW Wilshire Blvd/SH 174 to N. Wilson Street, in the amount of \$129,035.00. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

On May 1, 2023, Burleson City Council passed a resolution supporting an application for submission to the TxDOT for federal grant funding to complete the City's 10-Mile Loop bicycle and trail route. In October 2023, staff received notification that the 10-Mile Loop completion project was not selected by TxDOT for grant funding.

This purpose of this project is to connect to the planned 10-Mile Loop. This project includes pedestrian improvements along the north side of Renfro Street, spanning approximately 400 linear feet northwest from SW Wilshire Boulevard/SH 174 to N Wilson Street. The project involves the construction of concrete sidewalks, pedestrian curb ramps, and three new signalized pedestrian crossings integrated with the existing signal at Johnson Avenue. Additionally, the pavement at the intersection of Renfro Street and Johnson Avenue, as well as the northbound approach at SW Anderson and Renfro Street, will be reconstructed to address existing drainage issues.

RECOMMENDATION:

Approve a professional services agreement with Kimley-Horn and Associates, Inc. for design of pedestrian improvements on along the north side of Renfro Street from northwest of SW Wilshire Blvd/SH 174 to N. Wilson Street, in the amount of \$129,035.00.

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

02/20/2024 – Council provided a direction to staff on the latest updates to the City Sidewalk Program.

05/01/2023 – Council adopted a resolution supporting the City's application to the Texas Department of Transportation 2023 Transportation Alternatives Grant program

01/10/2024 – Infrastructure & Development Committee supported leaving the funding in the current fiscal year and prioritized projects for implementation

REFERENCE:

CSO5097-05-2023 – Resolution supporting the City's application to the TXDOT 2023 TA Call for

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Non-Bond Cash Design

Full Account #: 4013101-62010

Project (if applicable): ST2305

STAFF CONTACT:

Eric Oscarson

Deputy City Manager

esoscarson@burlesontx.com

817-426-9837

RENFRO STREET SIDEWALK AND JOHNSON AVE IMPROVEMENTS

Professional Services Agreement



THE PROJECT CONSISTS OF

- Sidewalks and Curb Ramps
- 3 New Signalized Pedestrian Crossing at Johnson Avenue
- Reconstruction of pavement at Johnson Avenue and SW Anderson to address drainage

RENFRO STREET SIDEWALK

- Provide connection on Renfro Street.
- Provide a connection to the 10-Mile Loop



SERVICES PROVIDED



SURVEY

Topographic survey to locate existing features and utilities



DESIGN

Consultant will prepare Plans and Specifications for the sidewalk improvements



CONSTRUCTION ADMINISTRATION

Consultant will provide support during bidding and construction as needed

PROJECT DISTRIBUTION AND SCHEDULE



DESIGN

Design: Fall 2024- Fall 2025
\$129,035
(This action)



CONSTRUCTION

Design: Fall 2025
\$841,400

ACTION REQUESTED

Approve a professional services agreement with Kimley-Horn and Associates, Inc. for design of pedestrian improvements on along the North side of Renfro from north-west of SW Wilshire Blvd/SH 174 to N Wilson Street in the amount of \$129,035.00.

QUESTIONS

Eric Oscarson

Deputy City Manager

eoscarson@burlesontx.com

(817)426-9837

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed One hundred twenty-nine thousand thirty-five and No /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

Kimley-Horn and Associates, Inc.

Scott R. Arnold, PE
801 Cherry Street, Unit 11, Suite 1300
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 impaired.

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

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

31. COUNTERPARTS; PDF SIGNATURES.

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

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

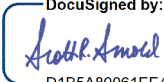
Kimley-Horn and Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:
By:  _____
D1B5A80061EE4E9...

Name: Scott Arnold

Title: Vice President

Date: 8/29/2024

APPROVED AS TO FORM:

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

ATTACHMENT A

I. Scope of Services

ATTACHMENT A

I. Scope of Services

The Consultant understands that the City wishes to prepare construction plans for pedestrian improvements along the north side of Renfro Drive from 400 LF north-west of SW Wilshire Boulevard/SH 174 to N Wilson Street. The project scope will consist of concrete sidewalks, pedestrian curb ramps, three signalized pedestrian crossings added to the existing signal Johnson Avenue and the redesign of the Renfro Street Station parking lot. Additionally, the pavement will be reconstructed at Renfro Street and Johnson Avenue intersection (approximately 50 LF in all directions in addition to the intersection) and the north bound approach at SW Anderson Street and Renfro Street (approximately 50 LF). The Consultant will prepare construction plans consisting of removals, paving, traffic signal modifications, traffic control, signing and marking and utility adjustments. The project will also consist of Utility Clearance, Bidding, and Construction Phase Services.

The Consultant will complete the following tasks:

Task 1 – Design Survey

The Consultant will provide topographic survey for the following limits: four hundred feet west of SH 174 to Wilson Street along the northern parkway of Renfro Street. The limits will also consist of the approach of SW Anderson Street at Renfro and the intersection of Johnson Avenue and Renfro Street (approximately 100 linear feet in all four directions). Other subtasks for this task consist of:

A. Topographic Survey

- 1) Making a topographic survey of all existing features above ground level by using both Mobile LIDAR and on the ground survey. These features will consist of telephone poles, power poles, traffic signal equipment, utilities, utility markers, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culvert pipes, and any other facilities in close proximity to the anticipated construction limits. Also, all buildings, trees, and other topographical features.
- 2) Determining the horizontal and vertical location of all underground utilities or other underground structures where they cross any part of the proposed project.
- 3) Making of all surveys necessary to determine limits of any existing right-of-way or easements.
- 4) Tie all public improvements to the existing City monument system.

Task 2 – Preliminary and Final Design

A. Preliminary Design (60%) – Preliminary plans will consist of the following:

- 1) Edge of existing pavement and sidewalks, existing structures, mailboxes, water meters, utility poles, fire hydrants, existing driveways, existing utilities, existing rights-of-way and easements.
- 2) The location, size, and species of all trees and shrubs within the limits of the street right-of-way (ROW).
- 3) Proposed sidewalk and curb ramps.
- 4) Lane and pavement width dimensions.
- 5) Proposed structure locations, lengths, and widths.
- 6) Driveway locations, widths and slopes.
- 7) Limits of block sod and seeding.

- 8) Existing utilities and structures.
 - 9) Benchmark information.
 - 10) Typical sections for proposed locations with sidewalk and areas where pavement replacement is proposed. Typical sections will show the width of travel lanes, shoulders, outer separations, border widths, curb offsets, sidewalk and ROW.
 - 11) Grading plans for Johnson Avenue Intersection.
 - 12) Traffic Control Sequencing Narrative.
 - 13) Pavement markings, striping and/or traffic button plans.
 - 14) An opinion of probable construction cost (OPCC). Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- B. Final Design Construction Plans – Upon acceptance of preliminary plans by City, the Consultant will prepare final plans. Final plans will contain all information and requirements of the preliminary plans and will incorporate comments from the City. The Consultant will also prepare contract documents, specifications, and special provisions. In addition, the following will be submitted:
- 1) Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the Consultant authorizing the revision.
 - 2) Detail and standard sheets applicable to the Project.
 - 3) Special provisions and specifications.
 - 4) An OPCC based upon the items and quantities listed in the proposal in the contract documents.
 - 5) Street addresses of all properties adjacent to the Project.
 - 6) Plan sheets for pedestrian-related signal elements, and signs and pavement markings as required by this contract.
 - 7) Erosion Control plans
 - 8) Detailed TCP plans.
 - 9) Water and/or sanitary sewer adjustment sheets (as needed).
 - 10) Prepare Project Manual and Specifications.
- C. Project Management - Perform general project management related tasks such as routine communication with the City, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule. Project invoicing for Task 3-5 will include project status report and subconsultant invoices for backup.
- D. The project will be registered with TDLR. Fees associated with the registration, review, and inspection are included in this scope. The Consultant will subcontract with a Registered Accessibility Specialist to register, review, and inspect the project.

Task 3 – Meetings (Hourly) and Coordination

A. Meetings

- 1) The Consultant will prepare for and attend a Project Kickoff Meeting with City.
- 2) The Consultant will attend up to two (2) plan review meetings with the City, staff at 60% and 90% level.
- 3) The Consultant will attend a constructability site visit after 60% Submittal.
- 4) The Consultant will attend one monthly virtual progress meeting with the City PM to discuss project progress. Up to six (6) meetings are assumed.
- 5) The Consultant will prepare an agenda and meeting notes for all meetings.
- 6) The Consultant will coordinate with TxDOT to obtain letter approval for signal modifications and curb ramps within TxDOT Right-of-Way. Up to 12 hours is allocated for this task.

Task 4 -Franchise Utility Coordination and Utility Clearance (Hourly)

- A. Send plans to franchise utility companies.
- B. Develop “Time of Relocation” schedule containing the estimated time for each utility company with facilities impacted by Project to relocate their facilities.
- C. Attend up to three (3) meetings with franchise utility companies to review and coordinate relocation design.

Task 5 - Bidding and Construction Phase Services (Hourly)

A. Bidding

- 1) Assist City during advertisement by answering response for information or clarifications.

B. Construction Phase Services

- 1) Review and approve shop drawings, samples and other data which contractor(s) are required to submit. Up to four (4) shop drawings and samples anticipated.
- 2) Evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s).
- 3) Attend pre-construction conference with the Contractor.
- 4) Make up to one visit per month to the site for observation, and interpretation of plans and specifications as requested by the City period of time specified for construction in the project manual. A total of four (4) site visits by the Consultant is anticipated during the construction phase. Additional site visits will be considered an additional services.
- 5) Preparation of change orders and associated plans, specifications or other revisions if due to improper design, plan preparation, specifications, quantities, materials, or other fault of the Consultant will be prepared by the Consultant and included in the basic Design fee.
- 6) Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the project made during construction.

II. Method of Compensation

The Consultant will perform the services in Tasks 1 - 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task 1 – Design Survey	\$19,990
<u>Task 2 – Preliminary and Final Design</u>	<u>\$79,335</u>
Total Lump Sum Fee	\$99,325

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

The Consultant will perform the services in Tasks 3 - 5 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 3 – Meetings (Hourly)	\$11,585
Task 4 – Franchise Utility Coordination (Hourly)	\$ 3,115
<u>Task 5 – Bidding and Construction Phase Services (Hourly)</u>	<u>\$15,010</u>
Maximum Labor Fee	\$29,710

Total Fee	\$129,035
-----------	-----------

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

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost.

Kimley-Horn and Associates, Inc.
Hourly Labor Rate Schedule

<u>Classification</u>	<u>Rate</u>
Analyst	\$165 - \$250
Professional	\$235 - \$300
Senior Professional I/Project Manager	\$260 - \$360
Senior Professional II/Senior Project Manager	\$345 - \$380
Support Staff	\$110 - \$160

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2024-1207401

Date Filed:
08/29/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson, Texas

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.

08292024
Pedestrian improvements along the north side of Renfro Drive from 400 LF north-west of SW Wilshire Boulevard/SH 174 to N Wilson Street.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Aaron Rader, and my date of birth is .

My address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX, 75240, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 29th day of August, 20 24.
(month) (year)

Aaron K Rader, P.E.

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: October 7, 2024

SUBJECT:

Consider approval of a professional services agreement with Teague Nall and Perkins, Inc. for design of pedestrian improvements for Vaughn Drive in the amount of \$76,000. (Staff Presenter: Eric Oscarson, Deputy City Manager)

SUMMARY:

On May 1, 2023, Burleson City Council passed a resolution supporting an application to the submission to the TxDOT for federal grant funding to complete the City's 10-Mile Loop bicycle and trail route. In October 2023, staff received notification that the 10-Mile Loop completion project was not selected by TxDOT for Funding.

Vaughn Drive is part of the mobility plan as a short-term pedestrian project aimed at creating a sidewalk connection in the neighborhood currently lacking pedestrian infrastructure. The project will also link to the Burleson Recreation Center (*the BRiCK*) and the planned 10-Mile Loop, providing a continuous pedestrian route. This project includes pedestrian improvements of approximately 1,500 linear feet of new 5' wide sidewalk along Vaughn Drive, from McNairn Road to NW Summercrest Blvd. It is anticipated that some driveways will need to be replaced.

RECOMMENDATION:

Approve a professional services agreement with Teague Nall and Perkins, Inc. for design of pedestrian improvements on Vaughn Drive in the amount of \$76,000.

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

02/20/2024 – Council provided a direction to staff on the latest updates to the City Sidewalk Program.

05/01/2023 – Council adopted a resolution supporting the City's application to the Texas Department of Transportation 2023 Transportation Alternatives Grant program

REFERENCE:

CSO5097-05-2023 – Resolution supporting the City's application to the TXDOT 2023 TA Call for

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: GO Bond Design

Full Account #: 4213101-62010

Project (if applicable): ST2260

STAFF CONTACT:

Eric Oscarson

Deputy City Manager

esoscarson@burlesontx.com

817-426-9837

Professional Services Agreement



PROJECT BACKGROUND AND OVERVIEW

VAUGHN DRIVE IS PART OF THE MOBILITY PLAN- SHORT TERM PEDESTRIAN PROJECT

- Provide connection to the Existing Neighborhood
- Provide a connection to the BRiCk
- Provide a connection to the 10-Mile Loop

THE PROJECT CONSISTS OF

1,500 LF of 5' sidewalk along Vaughn Drive from McNairn to NW Summercrest Blvd



SERVICES PROVIDED



SURVEY

Topographic survey to locate existing features and utilities



DESIGN

Consultant will prepare Plans and Specifications for the sidewalk improvements



CONSTRUCTION ADMINISTRATION

Consultant will provide support during bidding and construction as needed

PROJECT DISTRIBUTION AND SCHEDULE



DESIGN

Design: Fall 2024- Spring 2025
\$76,000
(This action)



CONSTRUCTION

Design: Spring 2025
\$460,000

ACTION REQUESTED

Approve a professional services agreement with Teague Nall and Perkins, Inc. for design of pedestrian improvements on Vaughn Drive in the amount of \$76,000.

QUESTIONS

Eric Oscarson

Deputy City Manager

eoscarson@burlesontx.com

(817)426-9837

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 Teague, Nall & Perkins, Inc. (“Consultant”).

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Seventy-Six Thousand 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 Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. **DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

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

6. **RIGHT TO AUDIT.**

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

Teague, Nall & Perkins, Inc.

Ryan Jones, PE
5237 N Riverside Dr #100
Fort Worth TX 76137

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

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

31. COUNTERPARTS; PDF SIGNATURES.

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

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

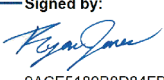
Teague, Nall & Perkins, Inc.

By: _____

Name: _____

Title: _____

Date: _____


Signed by:

By: _____
9ACE5180B0D84FB...

Name: RYAN JONES

Title: Team Leader, Principal

Date: 8/28/2024

APPROVED AS TO FORM:

DocuSigned by:

By: _____
FD28C2151675455...
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

I. Scope of Services

ATTACHMENT 'A'

ITEMIZED SCOPE OF SERVICES

DESIGN AND CONSTRUCTION SERVICES FOR VAUGHN DRIVE SIDEWALK IMPROVEMENTS

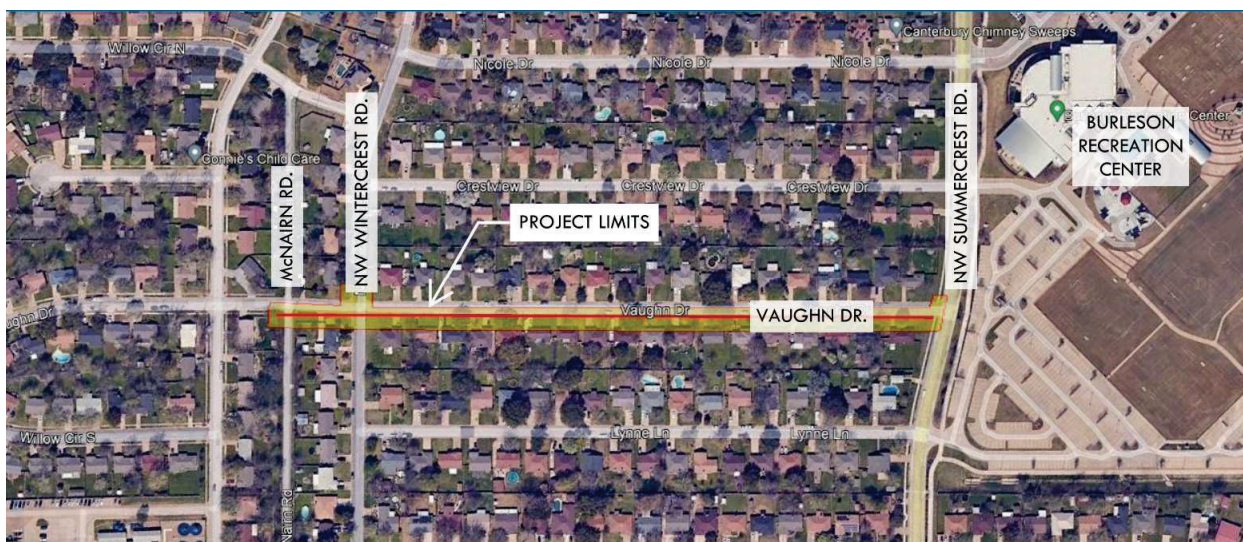
CITY OF BURLESON

GENERAL PROJECT DESCRIPTION:

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the CITY and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

WORK TO BE PERFORMED

Consultant shall provide survey, design, bidding, and construction administration services for the Vaughn Drive Sidewalk Improvements project. The limits of the project are generally along Vaughn Drive from McNairn Road to NW Summercrest Blvd. The project includes the construction of approximately 1,500 LF of new 5' sidewalk along the south side of Vaughn Drive. It is anticipated that some driveway replacements will also be necessary to accommodate the new sidewalk. The proposed sidewalk will provide connectivity between existing segments of the sidewalk and provide an ADA-compliant pedestrian route to the Recreation Center along Summercrest Blvd.



The following tasks have been identified for inclusion as Basic Services:

- Task 1. Engineering Services
- Task 2. Survey Services
- Task 3. Bid Phase Services
- Task 4. Construction Administration

COMPENSATION:

Compensation to be on a basis of the following:

- 1. **BASIC SERVICES:** The CITY agrees to pay the Consultant as follows:
 - a. Engineering Services (Task 1) shall be performed for this fixed fee amount of **\$48,000**. The services to be provided are further outlined in Attachment 'A'.
 - b. Survey Services (Task 2) shall be performed for this fixed fee amount of **\$15,500**. The services to be provided are further outlined in Attachment 'A'.
 - c. Bid Phase Services (Task 3) shall be performed for this fixed fee amount of **\$5,000**. The services to be provided are further outlined in Attachment 'A'.
 - d. Construction Administration (Task 4) shall be performed for this fixed fee amount of **\$7,500**. The services to be provided are further outlined in Attachment 'A'.
- 2. **ADDITIONAL SERVICES:** The CITY agrees to pay the Consultant as follows:
 - a. Services provided by the CONSULTANT which are not specifically included in Basic Services as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates (Attachment 'B'). Examples of Additional Services are included in the Scope of Services (Attachment 'A').
- 3. **PAYMENT TERMS:** CITY shall be billed monthly for services rendered and pay upon receipt of invoice. Delays of transmitting payments to Consultant more than 30 days from invoice date may result in cessation of services until payment is received.

FEE SUMMARY:

Basic Services		
1. Engineering Services	\$48,000	(Fixed Fee)
2. Survey Services:	\$15,500	(Fixed Fee)
3. Bid Phase Services:	\$5,000	(Fixed Fee)
4. Construction Administration:	\$7,500	(Fixed Fee)
Total	\$76,000	

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. The following reflects our understanding of the City's desired project schedule:

Project Milestone Schedule	
Project Milestone	Projected Completion
Notice to Proceed	09.10.24
Survey Complete	10.22.24
Preliminary (60%) Submittal	12.05.24
City Review Complete	12.19.24
Final (100%) Submittal	01.23.25
City Review Complete	02.06.25
Bid Documents Complete/Advertising	02.27.25
Construction Complete	June 2025

It is understood and mutually agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that Consultant's ability to perform the scope of service is dependent upon timely receipt of information and data from the CITY, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the CITY become delayed or not provided in a timely manner. It is anticipated that the life of this service agreement will be no more than **nine (9) months** after receiving the authorization to proceed. If necessary and mutually agreed in writing by both parties, the duration of the contract can be extended.

BASIS FOR SCOPE OF SERVICES

The following assumptions were used by the CONSULTANT for the preparation of the scope of Basic Services for this Project and the determination of fees. In the event that there are changes to the scope of work, a contract fee amendment may be necessary.

1. The Project will be based on the design and construction of a new 5' sidewalk along the south side of Vaughn Drive from McNairn Road to NW Summercrest Blvd. It is anticipated that some driveway replacements and parkway restoration will also be required to accommodate the new sidewalk.
2. Engineering services include a horizontal and cross-sectional design that is compliant with the requirements found in ADA and PROWAG.
3. Survey services will include topographic survey and approximate ROW. No detailed boundary survey will be needed for this project.
4. No easements are anticipated. Therefore, easement documents and associated negotiation services are not included in the scope.
5. Geotechnical services are not included in this scope of services.
6. Environmental services are not included in this scope of services.
7. The existing roadway/drainage is anticipated to remain in place, therefore the design of roadway/drainage improvements is not included in this scope of work.
8. Water & Sewer utility design is not included in this scope of work.
9. A detailed Traffic Control Plan (TCP) is not included in this scope of work.
10. The plans will be based on City of Burleson's standards and criteria that are in place at the time this agreement is executed. In the event that other standards are imposed or other entities become involved in the review process, the stated fees may need to be renegotiated to account for any additional effort on the part of the Engineer.
11. No construction staking is included in the scope of this Project.
12. Subsurface utility engineering (SUE) and investigations are not included in this scope of services. The CONSULTANT shall research existing utilities, and coordinate with the franchise utility companies to reflect the approximate location of existing utilities in the plans. During the design phase of the Project, the CONSULTANT will coordinate with the City and the franchise utility companies regarding any adjustments or relocations required by the Project.
13. No public meeting is anticipated for the Project.

DETAILED SCOPE OF SERVICES:**TASK 1. ENGINEERING SERVICES****1. Data Collection**

- The CONSULTANT will collect, compile, and evaluate available data from the CITY and other entities that provide existing information related to the design of the Project.
- The CONSULTANT will make an effort to obtain as-built, record, and/or future plans for the following facilities in the Project area including:
 - Roadway
 - Sidewalks
 - Water Lines
 - Sanitary Sewer Lines
 - Storm Drain Lines
 - Telephone and Cable TV Underground and/or Overhead Lines
 - Gas/Petroleum Lines
 - Fiber Optic Lines
 - Other Utilities Known to Serve the Project Area
- The CONSULTANT will prepare a project base file using the surveyed topo and subsurface utility designations.

2. Project Management

- Managing the Team
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Task and allocate team resources
- Communications and Reporting
 - Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
 - Conduct review meetings with the CITY at the end of each design phase.
 - Conduct site visits on an as-needed basis for investigations and coordination during the design process.
 - Prepare and submit monthly progress reports in the format requested by the CITY.

- Prepare and submit an anticipated Project Schedule. Provide schedule updates as the Project progresses through the design process.
- Coordinate with CITY, utilities, property owners, and other agencies and entities for the planning and design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the CONSULTANT or any of its sub-consultants shall carry readily available information identifying the name of the company and the company representative.

3. Sidewalk and Driveway Design

The proposed 5' sidewalk will be designed within the existing right-of-way along the south side of Vaughn Drive from McNairn Road to NW Summercrest Blvd.

- **Horizontal Geometry.** The CONSULTANT shall design the proposed sidewalk based on topographic survey to identify the best horizontal geometry within the existing right-of-way. The design will minimize disturbance and impact to the adjacent properties along the corridor as much as possible. Sidewalk and driveway design shall be compliant with Public Right-of-Way Accessibility Guidelines (PROWAG) and American Disabilities Act (ADA) requirements.
- **Typical Section.** A typical section will be developed to depict the proposed sidewalk design. Typical sections shall include representations of the various proposed conditions, such as pavement materials and thickness, offset, cross-slopes, side slopes, retaining wall locations, clear zones, border width, and right-of-way width.
- **Driveway Profiles.** The CONSULTANT shall provide design cross sections at all driveways to analyze fitment within the right-of-way and sloped connection to existing driveway pavement. Driveway profiles will be used to delineate the limits of construction outside of the right-of-way, as needed.
- **Curb Ramps and Intersection Crossings.** The CONSULTANT shall design directional curb ramps and crossings at all intersections within the project limit. Existing curb ramps within the project limit will be evaluated to ensure compliance with current ADA requirements and replaced as necessary. If existing curb ramps adjacent to the project are to remain in place, the proposed improvements will be designed to align appropriately.

4. Plan Development

- Cover Sheet & Index
- General Notes & Legend Sheet
- Survey Control Sheets - Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.
- Overall Project Property Sheet(s) with property owner information.
- Sidewalk Plan Sheets – Prepare plan sheets at 1”-20’ horizontal scale on 22” x 34” plan sheets, unless otherwise directed.
- Driveway Profiles – Provide design cross sections at all driveways with annotation at all breakpoints and slopes. Sections will be produced at a 1” = 10’ or 1” = 20’ scale on 22” x 34” plan sheets.
- Erosion Control – An Erosion Control Plan will be prepared for the project, but the Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the contractor. Standard CITY details for erosion control will be used as appropriate.
- Standards - Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

5. Project Quantities and Opinion of Probable Cost

- Project quantities and an Opinion of Probable Construction Cost will be a part of the 60% and 100% submittals, as outlined below.
- The CONSULTANT's opinion of probable construction costs will be prepared for the entire project using current unit cost data. These opinions of cost will be provided on the basis of CONSULTANT's experience and professional judgment, but will not imply any warranty that final bids might not vary from the cost opinions provided, since neither the CONSULTANT nor the City have any control over market conditions or bidding procedures.

6. Private Utility Coordination

- The CONSULTANT shall provide private utility companies that may be impacted by the Project with a project overview, project schedule, and a status plan set at the 60%, and 100% design milestones.
- The CONSULTANT shall review private utility relocation plans if provided by the utility and provide feedback regarding conflict resolution.
- The CONSULTANT shall not design private utility relocations or manage/facilitate private utility relocations.

7. TDLR Review by RAS

It is anticipated that the construction cost for this sidewalk project will exceed \$50,000 and therefore the Texas Department of Licensing and Regulation (TDLR) will require a plans review and construction inspection by a registered accessibility specialist (RAS).

- The CONSULTANT shall coordinate and complete a RAS review of the construction plans once the design is complete.
- The CONSULTANT shall coordinate and complete a RAS inspection of the project once construction is completed.

8. Submittals

- Preliminary Plans (60%) - The Preliminary plans will include essentially complete culvert and channel improvement plans. CONSULTANT shall submit a pdf copy of the preliminary plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost. Upon City approval of preliminary plans, pdf copies will be delivered to utility companies as plans adequate for utility relocation design.
- Final Plans (100%) - Final plans will include the complete plan set, along with bid documents and specifications and a final updated Opinion of Probable Construction Cost. CONSULTANT shall submit a pdf copy of the final plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost.
- Bid Documents - Final documents will be based on City review comments of the final plan submittal. Deliverables will include a pdf copy of the final plan set, along with a final Opinion of Probable Construction Cost, and complete bid documents and specifications.

ASSUMPTIONS

- The Project will be designed in accordance with the CITY's Design Standards & Criteria. If the CITY makes significant changes to its design standards during the design process and these changes require additional effort or work on behalf of the Engineer, it may be necessary to execute a fee amendment to cover the additional work.
- No additional easements or ROW taking is anticipated for the project.
- CONSULTANT shall not proceed with subsequent design activities without obtaining the CITY's approval of the previous design plan submittal.
- The SWPPP shall be the responsibility of the Contractor.
- The CITY will lead and manage the project advertisement, bidding, and award process with support from the CONSULTANT.

DELIVERABLES

- A. Meeting minutes with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Project schedule with updates
- E. Electronic submission of PDF plans at each milestone submittal
- F. Opinion of probable construction cost at each milestone submittal
- G. Bid Documents and Specifications

TASK 2. SURVEY SERVICES

CONSULTANT shall provide all office and field work necessary to prepare a Topographic Design Survey for the eastern half of Vaughn Drive between McNairn Road and Northwest Summercrest Boulevard with the limits being the centerline of Vaughn Drive to the face of the houses within the City of Burleson, Texas.

A. Topographic Survey

Our services shall include all office and field work necessary to prepare a topographic survey which will identify topography (one-foot contours), visible features and above-ground improvements including pavement, structures, fences, trees (6" dbh and greater), sidewalks, curb inlets, valves, and other pertinent features within the project area as necessary for engineering design. A minimum of three (3) benchmarks shall be established within or near the survey corridor for use during the design and construction phases of the project. The limits of the survey will be as shown in Attachment 'A'.

Texas811 will be notified to coordinate marking of underground utilities. However, lacking excavation, the exact location of underground utilities and features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the CITY is advised that excavation may be necessary.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Vertical Datum shall be based on the City of Burleson's geodetic control network.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

ASSUMPTIONS

- Construction staking to be performed by the Contractor.
- Boundary survey is not included in the scope of services.
- Preparation of easement or right-of-way documents is not included in the scope of services.

DELIVERABLES

AutoCAD Civil 3D base map for in-house design purposes only.

TASK 3. BID PHASE SERVICES

CONSULTANT will provide the following services during the Project's bidding and award phase:

- CONSULTANT to provide bidding documents to CITY, including bid tabs in spreadsheet form, for advertisement through CITY's Bonfire system.
- Assist the CITY in addressing bidder questions and preparing and distributing any addenda.
- Assist in the bid opening.
- Assist the CITY in evaluating the best value criteria and determining the qualifications of prospective contractors and their teams. Provide a letter of recommendation to the City for award of the project.
- Assist the CITY in coordinating with the selected Contractor to compile the necessary bonds and insurance to prepare the contract documents for execution by the CITY and the Contractor.
- Incorporate all addenda into the contract documents and issue conformed sets of plans and specifications for use as the issued for construction documents.

ASSUMPTIONS

- The CITY is responsible for the cost of advertising the project.
- The bidding format will be based on the low bidder.
- The bid opening will take place online through the CITY's Bonfire system.

DELIVERABLES

- A. Addenda
- B. Bid tabulations
- C. Recommendation of award
- D. Four (4) sets of original executed contract documents.

- E. Three (3) full-size and six (6) half-size sets of conformed plans.
- F. An electronic copy (PDF) of conformed plans and contract documents.

TASK 4. CONSTRUCTION ADMINISTRATION

CONSULTANT will provide construction administration services for the project as follows.

A. Construction Support

- CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor
- Assemble the executed contracts with the conformed plans for distribution at the pre-construction meeting.
 - Four (4) sets of original executed contract documents.
 - Three (3) full-size and six (6) half-size sets of conformed plans.
 - Two (2) flash drives with conformed plans and contract documents.
- The CONSULTANT shall prepare a pre-construction meeting agenda and conduct the pre-construction meeting in conjunction with the CITY. CONSULTANT shall prepare and distribute meeting minutes.
- Maintain record of Contractor's submittals, RFI's, change orders, etc., and provide for filing and retrieval of Project documentation.
- Provide interpretations and clarifications of contract documents, prepare change orders, and make recommendations as to the acceptability of the work.
- Review the Contractor's monthly pay requests and make recommendations to the CITY regarding acceptance and recommendation for payment.
- Participate in up to three (3) meetings with the CITY and/or Contractor for the purpose of coordination or to address construction related issues.
- The CONSULTANT shall attend the "Final" project walk through and prepare the final punch list. CONSULTANT shall coordinate with the construction inspector and CITY to confirm that the punch list items have been addressed before issuing any substantial or final completion letters to the CITY.
- The CONSULTANT shall prepare Record Drawings using information provided by the CITY and the Contractor. Record drawings shall consist of one full size (22"x34") blackline copy, two half-size (11"x17") blackline copies, and a flash drive with PDF and AutoCAD (Civil 3D) versions.
- Upon completion of Project, prepare and issue a Letter of Recommendation of Project Acceptance to the CITY that also identifies the start of the Project's warranty period.

ASSUMPTIONS

- The length of construction is anticipated to be a period of three (3) months.

DELIVERABLES

- A. Meeting agenda and minutes
- B. Change orders and field changes
- C. Progress payment recommendation letters
- D. Final punch list
- E. Record drawings
- F. Recommendation of acceptance letter

INFORMATION/SERVICES PROVIDED BY CITY

CITY shall perform/provide the following:

- As-builts and record drawings.

ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

CITY and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to roadway design.
- Services related to drainage design.
- Services related to water or sanitary sewer design.
- Services related to development of Stormwater Pollution Prevention Plan
- Services related to Traffic Control Plan.
- Subsurface Utility Engineering (SUE) services.
- Environmental and Cultural resources services.
- Geotechnical engineering services.
- Public meetings or public engagement services.
- Construction inspection services.
- Design of improvements beyond those identified in the scope of services.
- Services related to boundary survey.
- Services related to the preparation of ROW or easement exhibits and docs.
- Services related to ROW or easement acquisition.
- Services related to Survey staking of temporary construction easements.
- Services related to utility relocation verifications.
- CCTV inspection of existing utilities.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

ATTACHMENT 'B'
STANDARD RATE SCHEDULE*Effective January 1, 2024 **

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00
Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00
	\$245.00

4-Person Field Crew w/Equipment**	
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

No individual or separate accounting of direct expense items, such as prints, plots, photocopies, and mileage will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2024 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Teague Nall and Perkins, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1206831

Date Filed:
08/28/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A
Vaughn Drive Sidewalk Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Berry, Mark	Fort Worth, TX United States	X	
	Hilton, Ty	Fort Worth, TX United States	X	
	Wilhelm, Scott	Fort Worth, TX United States	X	
	Rutledge, Tom	Fort Worth, TX United States	X	
	Maddox, Jay	Allen, TX United States	X	
	Dughman, Todd	Fort Worth, TX United States	X	
	Hodge, Veronica	Katy, TX United States	X	
	Jones, Ryan	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Ryan Jones, PE, and my date of birth is .

My address is 5237 N Riverside Drive, Suite 100, Fort Worth, TX, 76137, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 28th day of August, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Fire / Emergency Management
FROM: Joe Laster, Emergency Operations Manager
MEETING: October 7, 2024

SUBJECT:

Consider approval of a one year renewal to agreement CSO#1849-09-2021 with CERES Environmental Services, Inc. for debris clearance and disposal services which may be required in the event of a disaster, including the option for the City Manager to authorize renewals administratively. (*Staff Contact: Joe Laster, Emergency Operations Manager*)

SUMMARY:

On June 15, 2020, the City Council approved a contract with Tetra-Tech, Inc. to develop a Disaster Debris Management Plan (DDMP) for the City of Burleson, funded by a \$43,218 Solid Waste Grant from the North Central Texas Council of Governments. The DDMP provides a strategic advantage by securing pre-approved contracts for debris removal, ensuring the City is prepared for disasters that exceed internal resources. After a competitive selection process, Ceres Environmental Services was awarded a three-year contract with an optional two year annual renewal. Staff is now seeking Council approval for the first annual renewal of this contract to include the option for the City Manager to administratively authorize the second annual renewal.

There is no immediate fiscal impact associated with the contract renewal. Having this agreement in place continues to strengthen the City's disaster preparedness and allows FEMA to review and provide feedback on both the contract and the DDMP, improving the City's position for potential reimbursement in the event of a disaster. The contract will only be activated as needed, with predetermined costs.

RECOMMENDATION:

Approve the proposed one year renewal to agreement CSO#1849-09-2021 with CERES Environmental Services.

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

FISCAL IMPACT:

Budgeted Y/N: N

Fund Name:

Full Account #s:

Amount: Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Joe Laster

Title: Emergency Operations Manager

jlaster@burlesontx.com

817-426-9965



Annual Renewal of Ceres Environmental Disaster Debris Management Contract

PRESENTED TO THE BURLESON CITY COUNCIL ON OCTOBER 7TH, 2024

JOE LASTER, CEM

EMERGENCY OPERATIONS MANAGER

Agenda

- Background
- Purpose of DDMP
- Ceres Enviornmental Services Contract
- Financial Impact and FEMA Review
- Services Provided with Associated Cost
- Timeline

Background

On June 15, 2020, the Burleson City Council approved a contract with Tetra-Tech, Inc. to develop a Disaster Debris Management Plan (DDMP) for the City of Burleson, funded by a \$43,218 Solid Waste Grant from the North Central Texas Council of Governments.

Purpose of the DDMP

The DDMP provides the City with a strategic advantage by securing pre-approved contracts for debris removal, clearance, and disposal in the event of disasters that exceed internal resources.

Ceres Environmental Services Contract

In 2021 Ceres Environmental Services was awarded a three-year contract after a competitive selection process. The three-year contract included an optional renewal for an additional (2) one-year terms. Staff is now seeking City Council approval for the first annual renewal of this contract with the option to allow the City Manager to administratively renew in 2025.

Financial Impact and FEMA Review

There is no immediate fiscal impact associated with the contract renewal. Having this agreement in place improves the City's position for potential FEMA reimbursement in case of a disaster, with the contract being activated only as needed at predetermined costs.

Scope of Service

The Contract is a pre-placement contact that can be activated by the City of Burleson in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods.

The use of Cere's service under the Contract will therefore be on an as-needed basis as requested by the City of Burleson.

Services may include removal of debris from public property; removal of debris from public streets and right-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to time sheets, load tickets, materials used, invoices for rented equipment etc. These documents would be key in seeking disaster reimbursement from the federal government.

Details on pricing and 3% CPI increase for services can be found on the next three slides.

SECTION 5: CONTRACTOR COMPENSATION

Schedule 1

Hourly Labor, Equipment, and Material Price Schedule

(Scope of Service Item 1)

*note: these rates include equipment with operator

				2024 3% Increase
Equipment Type With Operator	Estimated Hours	Hourly Labor* Rate	Total	Hourly Labor* Rate
Air Curtain Burner, Self-Contained System	10	\$59.74	\$597.40	\$61.53
50' Bucket Truck	10	\$157.48	\$1,574.80	\$162.20
Crash Truck w/Impact Attenuator	1	\$95.57	\$95.57	\$98.44
Dozer, Tracked, D3 or Equivalent	1	\$124.90	\$124.90	\$128.65
Dozer, Tracked, D4 or Equivalent	1	\$139.01	\$139.01	\$143.18
Dozer, Tracked, D5 or Equivalent	1	\$149.87	\$149.87	\$154.37
Dozer, Tracked, D8 or Equivalent	1	\$182.46	\$182.46	\$187.93
Dump Truck, 16 +/- CY	1	\$84.71	\$84.71	\$87.25
Dump Truck, 20 +/- CY	1	\$91.23	\$91.23	\$93.97
Dump Truck, 38 +/- CY	1	\$96.66	\$96.66	\$99.56
Generator, 5.5 kW, List kW Capacity	1	\$40.90	\$40.90	\$42.13
Generator, 200 kW, List kW Capacity	1	\$327.23	\$327.23	\$337.05
Generator, 2,500 kW, List kW Capacity	1	\$1,227.11	\$1,227.11	\$1,263.92
Light Plant with Fuel and Support	10	\$33.67	\$336.70	\$34.68
Grader w/12" Blade (Min. 30,000 LB)	1	\$157.48	\$157.48	\$162.20
Hydraulic Excavator, 1.5 CY	1	\$182.46	\$182.46	\$187.93
Hydraulic Excavator, 2.5 CY	1	\$190.06	\$190.06	\$195.76
Knuckleboom Loader	1	\$160.74	\$160.74	\$165.56
Lowboy Trailer w/Tractor	1	\$124.90	\$124.90	\$128.65
Mobile Crane up to 15 Ton	1	\$157.48	\$157.48	\$162.20
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$39.84	\$39.84	\$41.04
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$66.92	\$66.92	\$68.93
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$103.58	\$103.58	\$106.69
Equipment Type With Operator	Estimated Hours	Hourly Labor* Rate	Total	Hourly Labor* Rate
Vac Truck (Mist Capacity), List Capacity	1	\$215.04	\$215.04	\$221.49
Pickup Truck, 1 Ton	1	\$13.03	\$13.03	\$13.42
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	1	\$72.77	\$72.77	\$74.95
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	1	\$85.80	\$85.80	\$88.37
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	1	\$72.77	\$72.77	\$74.95
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	1	\$85.80	\$85.80	\$88.37
Tub Grinder, 800 to 1,000 HP	10	\$450.72	\$4,507.20	\$464.24
Hydraulic Excavator, 1.5 CY (w/ thumb)	1	\$186.80	\$186.80	\$192.40
Hydraulic Excavator, 2.5 CY (w/ thumb)	1	\$194.41	\$194.41	\$200.24
Truck, Flatbed	1	\$82.54	\$82.54	\$85.02
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 FT Lift	10	\$24.98	\$249.80	\$25.73
Water Truck, 2500 Gal (Non-Potable, Dust Control and Pavement Maintenance)	10	\$93.40	\$934.00	\$96.20
Wheel Loader, 3 CY, 152 HP	1	\$145.53	\$145.53	\$149.90
Wheel Loader, 4.0 CY, 200 HP	1	\$156.39	\$156.39	\$161.08
Wheel Loader-Backhoe, 1.5 CY, 95 HP	1	\$103.18	\$103.18	\$106.28
Other – Please List				

Labor Category	Estimate d Hours	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor* Rate
Operations Manager w/Cell Phone and .5 Ton Pickup	10	\$84.71	\$847.10	\$87.25
Crew Foreman w/Cell Phone and 1 Ton Equipment Truck w/Small Tools and Misc. Supplies in Support of Crew	10	\$67.34	\$673.40	\$69.36
Tree Climber/Chainsaw and Gear	1	\$57.57	\$57.57	\$59.30
Laborer w/Chain Saw	1	\$45.61	\$45.61	\$46.98
Laborer w/Small Tools, Traffic Control, or Flag person	10	\$41.27	\$412.70	\$42.51
Bonded and Certified Security Personnel	1	\$47.79	\$47.79	\$49.22
Other – Please List				
Crew Category	Estimate d Hours	Hourly Labor Rate	Total	Hourly Labor* Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools	1	\$323.64	\$323.64	\$333.35
Other – Please List				

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

					2024 3% Increase	
1 ROW Vegetative Debris Removal		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Ton (Alternate)
Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City- approved final disposal site.						
0 to 15.99 miles		75,000	\$8.84	\$662,865.00	\$101.66	\$104.71
16 to 30.99 miles		120,000	\$9.15	\$1,097,820.00	\$105.16	\$108.31
31 to 60.99 miles		50,000	\$10.06	\$502,900.00	\$115.66	\$119.13
Greater than 61 miles		5,000	\$11.28	\$56,389.00	\$129.64	\$133.53
2 ROW C&D Debris Removal		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Ton (Alternate)
Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.						
0 to 15.99 miles		25,000	\$8.95	\$223,630.00	\$88.60	\$91.26
16 to 30.99 miles		35,000	\$9.26	\$323,942.50	\$91.60	\$94.35
31 to 60.99 miles		15,000	\$10.17	\$152,475.00	\$100.63	\$103.65
Greater than 61 miles		1,000	\$11.38	\$11,384.80	\$112.68	\$116.06
3 Demolition, Removal, Transport and Disposal of Non- RACM Structures		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Ton (Alternate)
Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.						
0 to 15.99 miles		400	\$14.97		\$181.71	\$187.16
16 to 30.99 miles		400	\$15.37		\$185.62	\$191.19
31 to 60.99 miles		200	\$16.54		\$197.36	\$203.28
Greater than 61 miles		100	\$18.13		\$213.02	\$219.41
4 Demolition, Removal, Transport and Disposal of RACM Structures		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Ton (Alternate)
Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.						
0 to 15.99 miles		400	\$25.39		\$345.94	\$356.32
16 to 30.99 miles		400	\$25.81		\$350.08	\$360.58
31 to 60.99 miles		200	\$27.06		\$362.51	\$373.39
Greater than 61 miles		100	\$28.73		\$379.06	\$390.43
DMS Management and Operations		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Ton (Alternate)
Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.						
		200,000	\$1.57	\$314,580.00	\$9.07	\$9.34

6	DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Cubic Yard	\$ Per Ton (Alternate)
		175,000		\$3.09	\$541,152.50	\$16.26	\$3.18	\$16.75
7	DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Cubic Yard	\$ Per Ton (Alternate)
		25,000		\$2.56	\$63,932.50	\$12.75	\$2.64	\$13.13
8	Haul-Out of Reduced Debris to City-Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.		Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Cubic Yard	\$ Per Ton (Alternate)
	0 to 15.99 miles	10,000		\$3.52	\$35,203.00	\$21.11	\$3.63	\$21.74
	16 to 30.99 miles	15,000		\$4.12	\$61,792.50	\$24.70	\$4.24	\$25.44
	31 to 60.99 miles	25,000		\$5.31	\$132,680.00	\$31.86	\$5.47	\$32.82
	Greater than 61 miles	20,000		\$7.10	\$142,096.00	\$42.62	\$7.31	\$43.90
9	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.		Estimated Quantity	\$ Per Tree	Total		\$ Per Tree	
	6-inch to 12.99-inch diameter	1,500		\$38.02			\$39.16	
	13-inch to 24.99-inch diameter	1,000		\$152.05			\$156.61	
	25-inch to 36.99-inch diameter	750		\$217.21			\$223.73	
	37-inch to 48.99-inch diameter	300		\$244.37			\$251.70	
	49-inch and larger diameter	100		\$309.53			\$318.82	
	Hanger Removal (per Tree)	3,000		\$90.15			\$92.85	
	SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED							
10	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.		Estimated Quantity	\$ Per Stump	Total		\$ Per Stump	
	24.0-inch to 36.99-inch diameter	400		\$217.21	\$86,884.00		\$223.73	
	37-inch to 48.99-inch diameter	250		\$233.51	\$58,376.53		\$240.52	
	49-inch and larger diameter	50		\$244.37	\$12,218.33		\$251.70	
11	ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to City- approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City- approved DMS to City-approved facility for recycling.		Estimated Quantity	\$ Per Unit	Total		\$ Per Unit	
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250		\$67.34	\$16,835.75		\$69.36	
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	400		\$36.93	\$14,770.28		\$38.04	
12	Used Electronics Removal Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.		Estimated Quantity	\$ Per Unit	Total		\$ Per Unit	
		250		\$30.41	\$7,602.35		\$31.32	
13	Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.		Estimated Quantity	\$ Per Pound	Total		\$ Per Pound	
		10,000		\$5.40	\$54,035.00		\$5.56	
14	Abandoned Vehicle Removal Work consists of the removal and transport of eligible abandoned vehicles.		Estimated Quantity	\$ Per Unit	Total		\$ Per Unit	
	Passenger Car	50		\$135.76	\$6,788.08		\$139.83	
	Single Axle	25		\$190.06	\$4,751.60		\$195.76	
	Double Axle	25		\$298.67	\$7,466.73		\$307.63	
15	Abandoned Vessel Removal Work consists of the removal and transport of eligible abandoned vessels.		Estimated Quantity	\$ Per Unit	Total		\$ Per Unit	
	Vessels less than 20 linear feet	75		\$217.21	\$16,290.75		\$223.73	
	Vessels 21 linear feet and greater	50		\$705.93	\$35,296.63		\$727.11	
16	Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.		Estimated Quantity	\$ Per Pound	Total		\$ Per Pound	
		50		\$1.28			\$1.32	
	Total							

Next Steps

- Renew Contract October 2024
- City Manager to Administratively Renew in October 2025

Options

- Approve or deny renewal of Ceres Debris Management Contract with the option of allowing the City Manager to approve future annual renewal administratively.
- Staff recommends to approve

Questions/ Comments



Purchasing

CITY OF BURLESON
CONTRACT RENEWAL NOTICE

September 23, 2024

CERES Environmental
Attn: Tracey Mancini
6371 Business Boulevard
Suite 100
Sarasota, FL 34240

Re: Contract Renewal Notice
Contract No. CSO# 1849-09-2021 (“the Contract”)
Renewal Term No.1: September 8, 2024 to September 7, 2025

The above referenced Contract with the City of Burleson expires on September 7, 2024. Pursuant to the Contract, contract renewals require agreement by both parties. This letter is to inform you that the City is exercising its right to renew the Contract for an additional (1) year period, which will begin immediately after the expiration date. Further, as outlined in Section 5 of the original agreement, a CPI increase is attached as **Exhibit A**. All other terms and conditions of the Contract remain unchanged. **Please sign and return this letter as acknowledgment of receipt of the Contract Renewal Notice. Your signature confirms that you have received the notice and are aware of its contents.**

City of Burleson

CERES Environmental

By:

Signed by:
By: 
E44E2228871D4A5...

Name:
Title:

Name: Tia Laurie
Title: Corporate Secretary

Date:

Date: 9/6/2024

*note: these rates include equipment with operator

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE					2024 3% Increase	
Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.						
ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City- approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Cubic Yard	\$ Per Ton (Alternate)
0 to 15.99 miles	75,000	\$8.84	\$662,865.00	\$101.66	\$9.11	\$104.71
16 to 30.99 miles	120,000	\$9.15	\$1,097,820.00	\$105.16	\$9.42	\$108.31
31 to 60.99 miles	50,000	\$10.06	\$502,900.00	\$115.66	\$10.36	\$119.13
Greater than 61 miles	5,000	\$11.28	\$56,389.00	\$129.64	\$11.62	\$133.53
ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Cubic Yard	\$ Per Ton (Alternate)
0 to 15.99 miles	25,000	\$8.95	\$223,630.00	\$88.60	\$9.22	\$91.26
16 to 30.99 miles	35,000	\$9.26	\$323,942.50	\$91.60	\$9.54	\$94.35
31 to 60.99 miles	15,000	\$10.17	\$152,475.00	\$100.63	\$10.48	\$103.65
Greater than 61 miles	1,000	\$11.38	\$11,384.00	\$112.68	\$11.72	\$116.06
Demolition, Removal, Transport and Disposal of Non- RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Cubic Yard	\$ Per Ton (Alternate)
0 to 15.99 miles	400	\$14.97	\$5,988.00	\$181.71	\$15.42	\$187.16
16 to 30.99 miles	400	\$15.37	\$6,148.00	\$185.62	\$15.83	\$191.19
31 to 60.99 miles	200	\$16.54	\$3,308.00	\$197.36	\$17.04	\$203.28
Greater than 61 miles	100	\$18.13	\$1,813.00	\$213.02	\$18.67	\$219.41
Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)	\$ Per Cubic Yard	\$ Per Ton (Alternate)
0 to 15.99 miles	400	\$25.39	\$10,156.00	\$345.94	\$26.15	\$356.32
16 to 30.99 miles	400	\$25.81	\$10,324.00	\$350.08	\$26.56	\$360.58
31 to 60.99 miles	200	\$27.06	\$5,412.00	\$362.51	\$27.87	\$373.39
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Hanger Removal (per Tree)	3,000	\$90.15			\$92.85	
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED						
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	250	\$30.41	\$7,602.35		\$31.32	
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	10,000	\$5.40	\$54,000.00		\$5.56	
14 Abandoned Vehicle Removal Work consists of the removal and transport of eligible abandoned vehicles.	Estimated Quantity	\$ Per Unit	Total		\$ Per Unit	
Passenger Car	50	\$135.76	\$6,788.08		\$139.83	
Single Axle	25	\$190.06	\$4,751.60		\$195.76	
Double Axle	25	\$298.67	\$7,466.73		\$307.63	
15 Abandoned Vessel Removal Work consists of the removal and transport of eligible abandoned vessels.	Estimated Quantity	\$ Per Unit	Total		\$ Per Unit	
Vessels less than 20 linear feet	75	\$217.21	\$16,290.75		\$223.73	
Vessels 21 linear feet and greater	50	\$705.93	\$35,296.63		\$727.11	
16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total		\$ Per Pound	
	50	\$1.28			\$1.32	
Total						

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CERES ENVIRONMENTAL SERVICES, INC.
SARASOTA, FL United States

Certificate Number:
2024-1210872

Date Filed:
09/06/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

THE CITY OF BURLESON, TEXAS

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#1849-09-2021
Debris Clearance and Removal Services CSO#1849-09-2021

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAURIE, Tia	SARASOTA, FL United States	X	
	ULSCHMID, John	SARASOTA, FL United States	X	
	MCINTYRE, David	SARASOTA, FL United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is TIA LAURIE, and my date of birth is [REDACTED]

My address is 6371 Business Boulevard SUITE 100, SARASOTA, FL, 34240, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in SARASOTA County, State of FLORIDA, on the 6TH day of SEPTEMBER, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CSO Document Processing Form

Type of Document: Contract

Agenda Item Description:

Consider approval of an annual agreement with CERES Environmental Services, Inc. and the City of Burleson for debris clearance and disposal services which may be required in the event of a disaster, including the option for the City Manager to authorize renewals administratively. (Staff Contact: Joe Laster, Emergency Operations Manager)

Attachments that are part of the final document: Exhibits

Contract start date: 10/7/2024

Terms of Contract:

This is the first of two optional annual renewals for this contract.

Coordinate outside Signatures: No

Distribute outside organization: Yes

tracey.mancini@ceresenv.com Contract Administrator w/ Ceres

File with County: N/A

Distribution needed after execution:

jlaster@burlesontx.com , purchasing@burlesontx.com

Staff Contact:

Joe Laster, Emergency Operations Manager

Choose an item.

DEPARTMENT: Police

FROM: Billy J. Cordell, Chief

MEETING: October 7, 2024

SUBJECT:

Consider approval of an interlocal agreement with the City of Mansfield for jail services for five (5) years in the amount not to exceed \$756,221.30. *(Staff Presenter: Wes Routson, Support Bureau Lieutenant)*

SUMMARY:

The City of Burleson entered into an interlocal agreement with the City of Mansfield on October 1, 2021 for jail services. That agreement ends on September 30, 2024. The initial one-year term of the new agreement begins on October 1, 2024 and ends September 30, 2025. The cost for the initial term is \$136,857.00 which is a decrease of \$88,700.44 from the F2023-24 costs. The agreement automatically extends thereafter for five (5) successive one (1) year options with a five (5) percent escalation for each subsequent year the agreement is in place. The provisions of the agreement include:

- Mansfield will provide jail services at the Mansfield jail. The Mansfield Municipal Judge will work with the Burleson Municipal Judge in establishing a mutually agreeable arraignment protocol for Burleson prisoners.
- Pricing is based on 600 to 800 prisoners annually, down from 1,500 to 2,600 annually in F2023-24.
- Should the need arise for an in-custody transportation of emergency medical treatment of a Burleson prisoner, housed at a Mansfield jail, a Mansfield police officer shall provide security for up to one hour until relieved by a Burleson officer. The billable rate, not included in this agreement for time used to guard duties will be billed at a rate of sixty-two and 52/100 dollars (\$62.52) per hour, per guard. This is in addition to the annual agreement.
- Both parties agree to a fifty-dollar (\$50.00) per hour fee for daily arraignments as required for the sole purpose of a Burleson prisoner. This is in addition to the annual agreement.
- Both parties agree to an additional one hundred forty-five dollar (\$145.00) where applicable for inmates with Class "C" only charges who remain in custody beyond thirty-six (36) hours. This is in addition to the annual agreement.

- Cancellation- After the initial twelve (12) months of this agreement, either party shall have the right to terminate the agreement by giving written notice to the other party at least one hundred and eighty (180) days prior to subsequent Fiscal Year, October 1.
- For additional provisions, see the attached interlocal agreement.

RECOMMENDATION:

Staff recommends approval of the agreement.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Initial Term- \$136,857.00. Each subsequent year adds a 5% escalation.

STAFF CONTACT:

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



Burleson Police Department

Jail Services Agreement

Lieutenant Wes Routson

Background

225 W. Renfro

- Had jail holdover cells
- Temporary housing of prisoners

1161 SW Wilshire

- Does not have any jail cells

City of Mansfield agreement

- Provide jail services through an interlocal agreement
- Lessons our liability
- Agreement will expire on September 30, 2024

Background

City of Mansfield 2024-2025 agreement

- Decreases the cost by \$88,700.44 from F2023-2024
- Pricing is based on 600 – 800 prisoners annually down from 1,500 – 2,600 annually
- Class B and above Johnson County offenses are now being transported directly to JC Jail
- Class B and above Tarrant County offenses still go to Mansfield Jail

Jail Services Annual Cost

October 1, 2021– September 30, 2027			
FY23-24	October- September		\$225,557.44
FY 24-25	October- September	-39%	\$136,857.00
FY 25-26	October- September	+5%	\$143,699.90
FY 26-27	October- September	+5%	\$150,884.80
FY 27-28	October- September	+5%	\$158,429.10
FY 28-29	October- September	+5%	\$166,350.50
TOTAL			\$756,221.30

Staff Recommendation

Staff is asking for your approval of the initial twelve month term and each of the four subsequent one-year terms.

Questions / Comments

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF MANSFIELD AND BURLESON**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

THIS Interlocal Agreement ("AGREEMENT"), is made and entered pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code into by the CITY OF MANSFIELD, TEXAS, a Home Rule municipal corporation, ("MANSFIELD"), and the CITY OF BURLESON, TEXAS a Home Rule municipal corporation, ("BURLESON") each acting by and through its duly appointed and authorized city managers, each sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESETH:

WHEREAS, MANSFIELD AND BURLESON desire to enter into this Agreement for jail services ("Jail Services") to provide their residents and businesses with a more effective and efficient delivery of this key public safety service at the highest level possible in accordance with the terms and conditions set forth herein; and

WHEREAS, MANSFIELD and BURLESON agree to an initial term of one (1) year with an option for five successive (1) year renewal terms; and

WHEREAS, MANSFIELD has the facilities available to perform the Jail Services for the two cities; and

WHEREAS, all payments for Jail Services to be made hereunder shall be made from current revenues available to the paying Party; and

WHEREAS, MANSFIELD and BURLESON have concluded that this Agreement fairly compensates the performing Party for the Jail Services being provided hereunder; and

WHEREAS, MANSFIELD and BURLESON believe that this Agreement is in the best interests of both Parties; and

WHEREAS, this Agreement is approved by the governing bodies of MANSFIELD and BURLESON.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, MANSFIELD AND BURLESON HEREBY AGREE TO THE FOLLOWING:

Section 1. **Recitations.** All matters stated above in the recitations are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an initial term of one (1) year commencing on October 1, 2024, and ending September 30, 2025, (the "Initial Term") and shall be automatically extended thereafter for up to five (5) successive (1) year

renewal terms unless terminated by either of the Parties as provided in Section 6 of this Agreement.

Section 3. **MANSFIELD's Obligations.** MANSFIELD hereby agrees to provide BURLESON the following equipment, services, personnel, and facilities as a part of the Jail Services:

- a. Commencing October 1, 2024, MANSFIELD will provide Jail Services at the MANSFIELD Jail facility. The MANSFIELD Municipal Judge will work with the BURLESON Municipal Judge in establishing a mutually agreeable arraignment protocol of BURLESON prisoners. MANSFIELD will provide the necessary detention officers and other employees to properly supervise and operate MANSFIELD's Jail facility. BURLESON prisoners shall be released in accordance with specific written procedures agreed upon by the Parties. Jail Services shall include at a minimum the following:
 1. accepting responsibility for the custodial care of all persons taken into custody by BURLESON and delivered to the MANSFIELD Jail facility;
 2. providing all necessary booking services when accepting BURLESON prisoners to the Jail facility;
 3. providing BURLESON with access to inmates for the purpose of conducting interviews or interrogations, in accordance with reasonable regulations established by MANSFIELD;
 4. making available all BURLESON prisoners whose presence is requested or ordered by a court of competent jurisdiction;
 5. releasing BURLESON prisoners for investigative purposes outside the Jail facility when such requests are authorized by a duly authorized MANSFIELD official;
 6. maintaining applicable records of these and all other significant events related to BURLESON prisoners;
 7. MANSFIELD reserves the right to refuse any inmate deemed unfit medically and/or psychologically for confinement in the Jail facility, as solely determined by the MANSFIELD jail shift commander; and
 8. maintaining a service level that complies with all applicable standards for the Jail functions as required presently and in the future as accepted by industry standards.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Jail Services to BURLESON, including providing all employee policies and procedures and the administration thereof, shall be provided by and under the sole control of MANSFIELD.
- c. BURLESON shall provide MANSFIELD warrant information issued by the BURLESON Municipal Court to be retained/accessed by/at the MANSFIELD communications center to include, but not limited to, software and/or hardware required for confirmation of warrants.

- d. MANSFIELD will form a standing committee consisting of one (1) MANSFIELD employee selected by the Chief of Police of the MANSFIELD Police Department, one (1) MANSFIELD Jail Administrator, and two (2) BURLESON employees selected by the Chief of Police of the BURLESON Police Department to address operational and policy decisions that will arise from operating the public safety Jail facility.
- e. MANSFIELD agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **BURLESON's Obligations.** BURLESON agrees to perform the following:

- a. Pay the sum of one hundred thirty-six thousand, eight hundred fifty-seven dollars (\$136,857.00) to MANSFIELD for Jail Services for the Fiscal Year 2024/2025 beginning on October 1, 2024, and ending on September 30, 2025 and as shown in Exhibit "A", attached hereto and made a part of this Agreement.
- b. Any software and licenses needed to provide records management, computer-aided jail and mobile computer terminal functions, which are an extension of the MANSFIELD system, will be purchased by BURLESON and once installed, will remain the property of BURLESON.
- c. BURLESON will maintain their own Public Safety records unit at a BURLESON facility and be responsible for all law enforcement and BURLESON reporting requirements to State and Federal agencies. BURLESON will also be responsible for BURLESON's record dissemination responsibilities to the public, except direct inquiries from the public regarding a jail incident.
- d. Arrange for the timely delivery of all the required paperwork to properly hold and arraign BURLESON prisoners. BURLESON Police Department will be responsible for the transportation of all BURLESON prisoners to MANSFIELD's Jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a BURLESON prisoner housed at the MANSFIELD Jail facility, a MANSFIELD OFFICER shall provide security for up to one (1) hour until a BURLESON police officer can respond to the medical facility to assume custody. The billable rate not included in this Agreement for time used for guard detail duties will be billed at a rate of sixty-two and 52/100 dollars (\$62.52) per hour, per guard. Any additional billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.
- e. Both Parties agree to a fifty-dollar (\$50.00) per-hour fee for daily arraignment as required for the sole purpose of a BURLESON prisoner. (Regardless of the number of inmates to be arraigned) The fee will only apply when an arraignment is conducted for the sole purpose of a

BURLESON prisoner. A minimum of a 2-hour charge will apply. The fee will be compiled and billed monthly and become payable within thirty (30) days of receipt.

- f. Both Parties agree to an additional per day, per inmate charge of one hundred forty-five dollars (\$145.00) where inmates remain in custody beyond 36 hours. The BURLESON Police Department shall be notified of anyone who remains in custody over 24 hours.

Section 5. **Payments for Services Performed.** All payments for Jail Services shall be paid by BURLESON to MANSFIELD in four (4) equal installments due on the 1st day of each calendar quarter beginning October 1, 2024 in advance of the services performed under this Agreement for each subsequent calendar quarter of BURLESON's fiscal year and continuing thereafter throughout the term of the Agreement.

Monthly charges associated with guard duty, magistrate duties, and any other ancillary duties (as agreed by both Parties as provided for herein), shall be paid on a monthly basis. Billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.

MANSFIELD shall notify BURLESON of the anticipated costs of the Jail Services, Arraignment Fees, and general and administrative charges by July 1 of each fiscal year this Agreement remains in place for budgeting and planning purposes. The final costs will be determined and communicated in writing when the MANSFIELD City Council adopts the MANSFIELD annual budget, but shall not exceed the estimate by more than 5%.

In the event the BURLESON City Council fails or refuses to approve the annual payment amount set forth in this Section 5, by September 25, prior to any fiscal year during the Initial Term, or any renewal term then in effect, of this Agreement, this Agreement shall be deemed to be terminated automatically, effective at the end of the then current fiscal year of MANSFIELD.

Section 6. **Termination.**

- a. Either Party shall have the right to terminate this Agreement, based on the provisions of this Agreement, if either Party breaches any of its terms or fails to perform any of the obligations set forth herein, and then fails to cure the breach or failure within thirty (30) days following written notice to the breaching Party. If the Agreement is terminated under this paragraph, MANSFIELD shall be entitled to retain money already received.
- b. After the initial twelve (12) months of this Agreement, either Party shall have the right to terminate this Agreement by giving written notice to the other Party at least one hundred and eighty (180) days prior to the subsequent Fiscal Year, October 1. All payments by BURLESON to MANSFIELD shall continue until the termination date or as mutually agreed to by both Parties.

Section 7. **Notices.** All notices required or provided for in this Agreement shall be sent to the following Parties by certified mail – return receipt requested:

City of Mansfield

**Joe Smolinski, City Manager
City of Mansfield
1200 East Broad Street
Mansfield, TX 76063**

City of Burleson

**Tommy Ludwig, City Manager
City of Burleson
141 W. Renfro St.
Burleson, TX 76028-4261**

Section 8. **Dispute Resolution.** In order to ensure an effective relationship between the Parties and to provide the best possible public services, it is mutually agreed that all questions arising under this Agreement shall first be handled and attempted to be resolved between the City Managers of MANSFIELD and BURLESON or their designees.

All issues regarding the performance of Jail Services shall be brought directly to the attention of the MANSFIELD Chief of Police or his authorized designees. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty appropriate supervisor.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the Parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues. The Parties agree that the cost of said Mediator shall be equally split between both Parties.

Section 9. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both Parties completion of mediation in accordance with Section 8.

Section 10. All Parties mutually agree that MANSFIELD is an independent contractor, and shall have exclusive control of the performance of the Jail Services hereunder, and that employees of BURLESON in no way are to be considered employees of MANSFIELD.

Section 11. MANSFIELD AND BURLESON each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the jail services under this agreement, and to the extent allowed by law, each Party hereby agrees to indemnify and otherwise hold harmless the other Party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that Party, its officers, agents or employees under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, MANSFIELD and BURLESON do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, MANSFIELD and BURLESON do not create any obligations expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

- Section 12. In the event that the MANSFIELD Jail facility is damaged due to a natural or a man-made disaster and is unusable, MANSFIELD will have a contingency plan to continue to provide the Jail Services under this Agreement at another suitable facility.
- Section 13. Annually, at the time the cost for Jail Services are re-calculated, this Agreement will be reviewed by both Parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of Parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of MANSFIELD and BURLESON.
- Section 14. This Agreement has been approved by the governing bodies of MANSFIELD and BURLESON respectively. The execution of this Agreement has been authorized by an act of the governing bodies of MANSFIELD and BURLESON at a duly called and posted meeting.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands this the 9th day of September, 2024, in duplicate originals.

CITY OF MANSFIELD, TEXAS



By: Michael Evans
Mayor

CITY OF BURLESON, TEXAS

By: Chris Fletcher
Mayor

ATTEST:

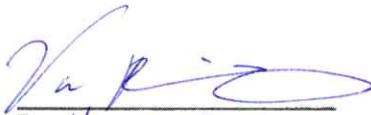


By: Susana Marin
City Secretary

ATTEST:

By: Amanda Campos
City Secretary

APPROVED AS TO FORM:



By: Vanessa Ramirez
~~City~~ Attorney for Mansfield
Staff

By:
City Attorney for Burleson

Exhibit "A"

Pricing Based On:

- 600-800 Arrests per year
- 1.5 Average inmate stay

Pricing:

- Up to one (1) hour hospital guard service included
- Second year 5% increase
- Third Year 5% increase
- Fourth year 5% increase
- Fifth year 5% increase

As provided by Section 6 of the Agreement, after the Initial Term, either Party may cancel within one hundred and eighty (180) days with written notification in accordance with the terms of that section.

NOTE: This pricing is subject to final approval from the governing bodies of each agency and a formal agreement.

NOTE: In most cases, Mansfield Methodist will be used. In some cases, a county hospital may be utilized.

This decision is made by the medical response unit as to the hospital destination.

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: September 23, 2024

SUBJECT:

Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter and close on a real estate contract with Virk Firm LLC, as seller, to purchase fee simple title to approximately 3.1063 acres of land, out of the Sarah Gray Survey No. 558 in Tarrant County, Texas. *(Staff Contact: Eric Oscarson, Deputy City Manager)*

SUMMARY:

The item before the City Council is a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter and close on a real estate contract with Virk Firm LLC, as seller, to purchase fee simple title to approximately 3.1063 acres of land, out of the Sarah Gray Survey No. 558 in Tarrant County, Texas.

RECOMMENDATION:

Approve the resolution authorizing the City Manager to execute a real estate contract with Virk Firm LLC, as seller, to purchase the land for approximately 3.1063 acres of land, more or less, out of the Sarah Gray Survey No. 558 in Tarrant County, Texas.

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

None

REFERENCE:

None

FISCAL IMPACT:

STAFF CONTACT:

Eric Oscarson
Deputy City Manager

esoscarson@burlesontx.com
817-426-9837

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: October 7, 2024

SUBJECT:

Consider approval of 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*)

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 2024, a record of 171 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 2025.

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 2025, 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 2025 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 November 1, 2024, for the membership application to be timely submitted.

OPTIONS:

- 1) Approve the resolution authorizing the City's 2025 membership application to the Electric Reliability Council of Texas.
- 2) Deny the resolution authorizing the City's 2025 membership application to the Electric Reliability Council of Texas.

RECOMMENDATION:

Staff recommends Option (1) approve the resolution authorizing the City's 2025 membership application to the Electric Reliability Council of Texas.

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

None.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664



Resolution Authorizing 2025 ERCOT Membership

PRESENTED TO THE CITY COUNCIL ON
OCTOBER 7, 2024

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 made 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 2025 is \$100
- City staff seeks authorization to file a 2025 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 2025 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 recommend approval

RESOLUTION

**A RESOLUTION OF THE CITY OF BURLESON, TEXAS
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; 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 2025 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 2025 (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 _____, 2025.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Fire/EMS Department
FROM: Casey Davis, Fire Chief
MEETING: October 7, 2024

SUBJECT:

Consider approval of a contract with Safeware Inc., for the purchase of a 20 foot, four (4) station combination restroom and shower trailer through a cooperative purchasing agreement with Sourcewell Vendor Contract #080922-SAF PS & EM, in the amount of \$74,705.88 (*Staff Contact: Casey Davis, Fire Chief*)

SUMMARY:

In order to provide continuous Fire and EMS services from Station #1 during the remodeling project the need for temporary restrooms and showers are required. Lease and purchase options were identified, compared and vetted through our contracted project management team, Vidaurri Management Group.

RECOMMENDATION:

Vendor options and cost estimates were completed in concert with Purchasing and the Project Manager, Vidaurri Management Group. Staff recommends approval of a contract with NRT Specialty Trailers for the purchase of a 20-Foot, four-Station combination restroom and shower trailer through a cooperative purchasing agreement with Safeware, Inc., in the amount of \$74,705.88

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

August 12, 2024, City Council received a report, held a discussion regarding vertical construction projects including the Fire Station #1 remodel and next steps that included vendor selection for kitchen, restroom and showers temporary trailers with purchase and lease options.

REFERENCE:

N/A

FISCAL IMPACT:

Funding Sources

- Unallocated Bond Funds (Cash) \$40,000
- 4B UA Royalties (Cash) \$34,706

STAFF CONTACT:

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



Fire Station #1 Remodel – Temporary Accommodations

CITY COUNCIL PRESENTATION

OCTOBER 7, 2024

Purpose

- To maintain continuous Fire and EMS services at Station #1 during its remodeling project, temporary shower facilities are required.
- Consider approval of a contract with Safeware Inc., for the purchase of a 20 foot, four (4) station combination restroom and shower trailer through a cooperative purchasing agreement with Sourcwell Vendor Contract #080922-SAF PS & EM, in the amount of \$74,705.88
- Ensuring firefighters have access to suitable kitchen facilities during the remodel is crucial for their health and well-being. We will review and discuss the best available options to meet their needs.



Showers for Firefighter Safety

- Immediate access to showers is essential for Firefighters post-incident to remove hazardous chemicals and biohazardous materials.
- NFPA 1581: Standard on Fire Department Infection Control Program emphasizes the importance of decontamination to minimize exposure to harmful substances.
- Proper decontamination procedures are crucial for health, cleanliness and cancer prevention, a major concern in the firefighting profession due to occupational exposures.
- The acquisition of this trailer will provide essential decontamination facilities, meeting safety standards during the remodel and for future operational needs.

**NEW 2024
INVENTORY!**



**4 STATION
RESTROOM TRAILER**
HD SERIES - PRODUCT: NRTDSV 204RT



- 20ft. Long
- 4 private rooms
- Dual axle
- 350 gallon waste tank
- 225 gallon water tank
- AC
- Power roof vents
- Winter package
- Water heater

Trailer Specifications

- The trailer is a 20-foot, four-stall private restroom and shower combination unit, equipped with a sink in each stall, a four-season package, an LP water heater, and air conditioning.
- The trailer is expected to have a lifespan of 10 years.
- The trailer is not ADA-compliant but can still be utilized at public safety facilities or as a supplemental option alongside ADA-compliant restroom facilities for large gatherings.

Cross-Departmental Use

- Discussions with the City Manager's Office and other departments concluded that purchasing the trailer is the most cost-effective solution.
- The trailer will support the fire department during the remodel.
- The trailer will also support the Police Department during their future renovation, as confirmed by Chief Cordell's expressed need for similar facilities.





Disaster and Event Applications

- Joe Laster Emergency Manager identified the trailer's utility for disaster response, offering necessary facilities for field personnel during extended incidents.
- Jen Basham and Alex Phillips agreed the trailer would be valuable for future city events.
 - For public events, we can ensure that the showers remain inaccessible to the public by securing them with a locked barrier.

Utilization Plan

Mobile Restroom/Shower Estimated Utilization Schedule

Organization	Use	November 2024	November 2025	November 2026	June 2027	2028	2029	2030	2031	2032	2033	2034
Fire/EMS	Station #1 Remodel											
Police	Station Construction											
Parks/Other	Civic/Other Events											

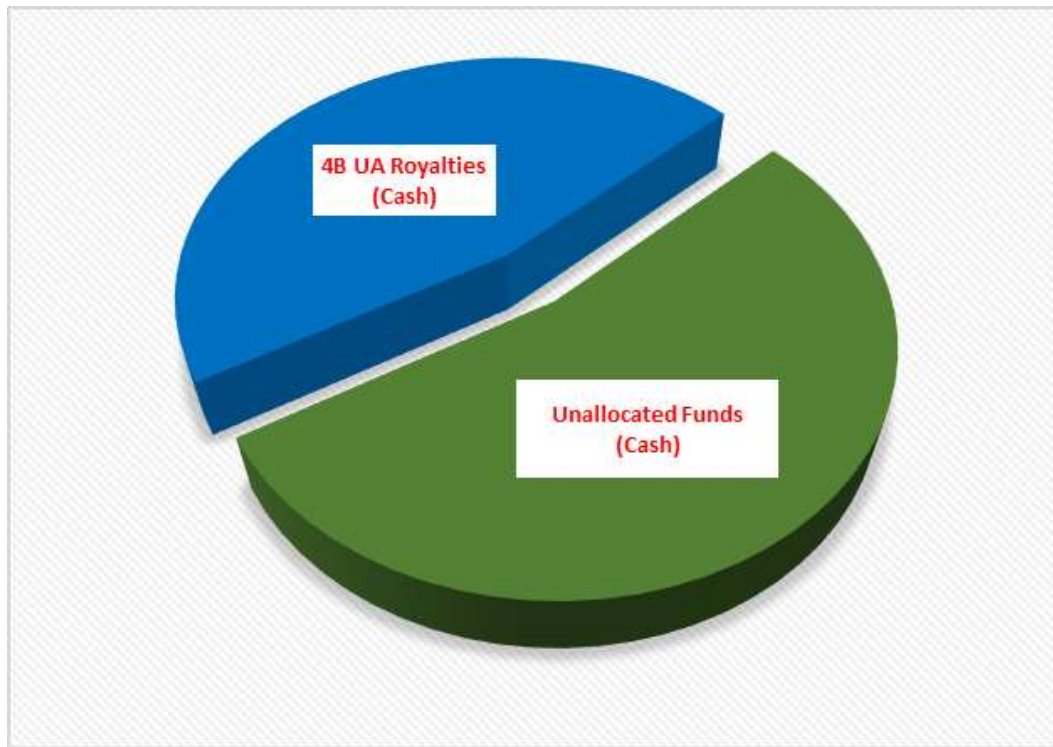
Note: Mobile Restroom/Shower assumes a ten year useful life



Financial Impact: Lease vs. Purchase

- **Lease 4 Unit Restroom/Shower Unit**
 - Lease Cost for Fire and PD Projects - > \$175K
 - Sunk Cost
 - Single Event Use Only – Station #1 Remodel
- **Purchase 4 Unit Restroom/Shower Unit (Recommended Option)**
 - \$74K Purchase Price
 - Cooperative Agreement
 - Expected delivery November 15th
 - Multi-Use
 - § Station #1 Remodel
 - § Police Construction/Remodel
 - § Disaster Response
 - § Civic Events

Mobile Restroom/Shower Funding Sources



Funding Sources are Cash Accounts and do not include Debt Funds

Total Cost \$74,706

Useful Life (Years) 10

Funding Sources

- Unallocated Funds (Cash) \$40,000
- 4B UA Royalties (Cash) \$34,706

Staff Recommendation

- ✓ Vendor options and cost estimates were completed in cooperation with Purchasing and the Project Manager, Vidaurri Management Group.
- ✓ Consider approval of a contract with Safeware Inc., for the purchase of a 20 foot, four (4) station combination restroom and shower trailer through a cooperative purchasing agreement with Sourcewell Vendor Contract #080922-SAF PS & EM, in the amount of \$74,705.88





Questions/ Comments?



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SAFEWARE, INC. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the SOURCEWELL Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No. #080922-SAF PS & EM**, as amended, (the "**Agreement**") with an expiration date of 10/07/2026.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

A 20' TRAILER WITH KITCHEN AS OUTLINED IN ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of SEVENTY-FOUR THOUSAND, SEVENTY-FIVE AND 88/100 DOLLARS ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

☒ **Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract**- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on _____. This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 7TH day of OCTOBER 2024 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR^{Initial} SAFEWARE, INC.

By: RB _____

Name: Richard Bond

Title: VP Sales

Date: 9/27/2024



ATTACHMENT A

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10166224	
Order Date	Page
09/20/2024 11:21:27	1 of 2

Quote Expires On: 10/20/2024

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: Customer ID: 95501

City of Burleson
Accounts Payable
141 W. Renfro ST.
Burleson, TX 76028

Ship To:
City of Burleson
Accounts Payable
141 W. Renfro ST.
Burleson, TX 76028

817-426-9985

Requested By: Mr. John Brackett

PO Number	Taker	Email
Trailer w/ Showers	Sara DeMaras	sdemaras@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid		
Sales Representative		
Kenneth Crawford		

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
1.00	0.00	1.00	EA		K_CRAWFORD	EA	0.00	0.00
				1.0	For questions concerning this proposal please contact your local Safeware territory Manager Kenneth Crawford Direct Line: 281-755-3692 Safeware Office: 800-341-9408 Email- Kcrawford@safewareinc.com	1.0		
1.00	0.00	1.00	EA		SOURCEWELL PS	EA	0.00	0.00
				1.0	Contract #080922-SAF Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member	1.0		
1.00	0.00	1.00	EA		NRT 4-STAT-20-TRAILER	EA	74,705.88	74,705.88
				1.0	4 Station - 20' WB Combo Trailer with 75	1.0		



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10166224	
Order Date	Page
09/20/2024 11:21:27	2 of 2

Quote Expires On: 10/20/2024

Contract No: Sourcewell #080922-SAF PS & EM

Quantities					Item ID	Pricing		
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Unit Price	Extended Price
					Powered Vent/ Skylight with Vent Cover, Utility Room w/ Door, Deadbolt Keypad locks with vacancy occupancy, Wall heaters, Cold Weather Package, Fiberglass Subfloor, Restroom Trailer Maintenance Products Kit, Step Lighting, Complete 32 x 32 Shower Stall..			
					Order Line Notes: A/C is a Standard Feature on all our Trailers. Commercial Roof Top A/C unit included.			
					Heavy Duty Fold-up Alum. Steps & Handle Oversized Structural Steel Beams Smooth Aluminum Exterior Siding One Piece Aluminum Seamless Roof Steel Construction (No Wood Framing) HD Tube Framed Doors & Hydraulic Closures Battery Powered Trailer Runaway Protection Poly Insulation Smooth Aluminum Exterior Siding One Piece Aluminum Seamless Roof Dexter (ITS) Independent Torsion Axles Scissor Jack Levelers Keyed alike Locks Commercial PEX Water Lines Electric Brakes 2- 5/16" Trailer Receiver Chip Resistant Undercoating LED Interior-Exterior Trailer Lighting Package 3" Waste Connection			

Total Lines: 3

SUB-TOTAL: 74,705.88

TAX: 0.00

AMOUNT DUE: 74,705.88

Actual freight added per freight terms

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Safeware, Inc
Lanham, MD United States

Certificate Number:
2024-1220298

Date Filed:
09/27/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

79273
20' Trailer

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jessica Faulkner, and my date of birth is [REDACTED].

My address is 4403 Forbes Blvd., Lanham, MD, 20706, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Prince George's County, State of Maryland, on the 27th day of September, 2024.
(month) (year)

Jessica M. Faulkner
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Lisandra Leal, Assistant City Secretary
MEETING: October 7, 2024

SUBJECT:

Consider approval of a recommendation from the Community & Intergovernmental Relations Council Committee regarding attendance for Places 3, 5 and 9 and consider approval of a minute order reappointing Place 4, Christian Schott, on the Park Board. *(Staff contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

The Community & Intergovernmental Relations Council Committee met on September 25, 2024, to review the attendance record of Places 3, 5 and 9 on the Park Board. The committee has an obligation to make a recommendation to the full council regarding appointments or concerns. After reviewing the attendance records, the committee recommends that the Park Board members be given the opportunity to meet the attendance requirement from October 1, 2024 through September 30, 2025. The committee also recommends the reappointment of Place 4, Christian Schott, to the Parks Board.

OPTIONS:

1. Approve recommendations for Park Board.
2. Amend and approve amended recommendations for Park Board.
3. Deny Recommendations for Park Board

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

Community & Intergovernmental Relations Council Committee met and reviewed attendance for Park Board.

STAFF CONTACT:

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



City of Burleson Boards & Commission

City Council Meeting October 7, 2024

Background

- The Community & Intergovernmental Relations Council Committee met on September 25, 2024 to review the attendance of the Park Board Places 3, 5 and 9.
- Section 2-34 Absence Rule states if any board or commission member shall fail to attend at least 75 percent of the called meetings during the 12-month period between October 1 through September 30, such board or commission member shall be deemed to have vacated their position on that board or commission (the 75 percent rule shall only apply to boards or commissions which meet at least once a month on a called basis).

Attendance

Park Board

Member	Nov 09, 2023	Dec 14, 2023	Jan 11, 2024	Feb 15, 2024	Mar 14, 2024	Apr 11, 2024	May 09, 2024	Jun 13, 2024	Jul 11, 2024	Aug 15, 2024	12-Sep-24	% Attended	# Meetings	# Attended
Place 1	P	P	P	A	C	C	C	P	P	P	P	88%	8	7
Place 2 - Youth	P	P	P	P	C	C	C	A	P	P	P	88%	8	7
Place 3	A	P	A	P	C	C	C	P	A	A	A	38%	8	3
Place 4	P	A	P	P	C	C	C	P	P	A	P	75%	8	6
Place 5	P	A	P	P	C	C	C	A	A	P	P	63%	8	5
Place 6	P	P	P	P	C	C	C	P	P	P	P	100%	8	8
Place 7	P	P	P	P	C	C	C	A	A	P	P	75%	8	6
Place 8	P	A	A	P	C	C	C	P	P	P	P	75%	8	6
Place 9	A	P	P	P	C	C	C	P	A	A	P	63%	8	5
Present:	7	6	7	8	0	0	0	6	5	6	8			
Absent:	2	3	2	1	0	0	0	3	4	3	1			
Excused:	0	0	0	0	0	0	0	0	0	0	0			

* P = Present
 * A = Absent
 * E = Excused
 * C = Canceled

Recommendation

Recommendations



The recommendation from the Community & Intergovernmental Relations Council Committee is to not remove the members from the Park Board and to reappoint Place 4.

Questions

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Monica Solko, Deputy City Secretary
MEETING: October 7, 2024

SUBJECT:

Consider approval amending Resolution CSO#5428-03-2024, the Special Local Option Election Order to legalize the legal sale of all alcoholic beverages for off-premise consumption only by updating Section 2 Early Voting and Ballot by Mail. (*Staff Contact: Monica Solko, Deputy City Secretary*)

SUMMARY:

The City Council ordered a special local option election for November 5, 2024 at the March 4th City Council meeting. At the time of the order, the early voting polling locations had not been confirmed. Staff has received the early voting locations for both Johnson and Tarrant Counties. There has also been a staff change in Johnson County with a new Elections Administrator. These changes have been added to the resolution for the Council's consideration.

RECOMMENDATION:

Approval of the amended resolution ordering the local option election.

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

N/A

FISCAL IMPACT:

Budgeted for FY 24-25.

STAFF CONTACT:

Name: Monica Solko
Title: Deputy City Secretary
msolko@burlesontx.com
817-426-9682



Amendment Special Election - Local Option Election

PRESENTED TO THE CITY COUNCIL ON
OCTOBER 7, 2024

Amendments

Section 2 Early Voting and Ballots by Mail

☐ 2A Early Voting Clerk – Johnson County.

- ☐ Replace the Elections Administrator from Patty Bourgeois to Joyce Adams

☐ 2B Early Voting by Personal Appearance – Johnson County.

- ☐ Add Exhibit A Location List of all early voting polling locations

☐ 2E Early Voting by Personal Appearance – Tarrant County

- ☐ Add Exhibit B Location List of all early voting polling locations



Johnson County - voting dates and locations

☐ Dates/ Hours

Early voting by personal appearance

Monday, October 21, 2024 – Friday, October 25, 2024 hours: 8:00 am until 5:00 pm

Saturday, October 26, 2024, 7:00 am to 7:00 pm

Sunday, October 27, 2024, 10:00am to 4:00 pm

Monday, October 28, 2024 – Friday, November 1, 2024 hours: 7:00 am until 7:00 pm

Election day voting

Tuesday, November 5, 2024 – 7:00 am to 7:00 pm

☐ Early Voting

Burleson Sub-courthouse – 247 Elk Drive, Rm. 212, Burleson, Texas 76028

Main Early voting place – 103 S Walnut, Cleburne, Texas 76033

☐ Election Day Voting

***Johnson County voters must vote at their designated precinct on election day**

Ballot by Mail

Johnson County Elections
103 S Walnut St
Cleburne, TX 76033

vote@johnsoncountytexas.org
817-556-6197

Tarrant County - voting dates and locations

☐ Dates/ Hours

Early voting by personal appearance

Monday, October 21, 2024 – Friday, October 25, 2024 hours: 8:00 am until 5:00 pm

Saturday, October 26, 2024, 7:00 am to 7:00 pm

Sunday, October 27, 2024, 10:00am to 4:00 pm

Monday, October 28, 2024 – Friday, November 1, 2024 hours: 7:00 am until 7:00 pm

Election day voting

Tuesday, November 5, 2024 – 7:00 am to 7:00 pm

☐ Early Voting

Crouch Event Center in Bicentennial Park, 900 E. Glendale St., Crowley, Texas 76036

Main Early voting place – 2700 Premier St., Fort Worth, Texas 76111

☐ Election Day Voting

*** Tarrant County has voting centers throughout the county and our voters can use any location**

Ballot by Mail

Mailing address:

Tarrant County Elections

PO Box 961011

Fort Worth, TX 76161-0011

votebymail@tarrantcountytexas.gov

817-831-8683

QUESTIONS / COMMENTS



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 FOR PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF BURLESON THE FOLLOWING MEASURE; LEGALIZING THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY; APPOINTING EARLY VOTING CLERK AND DESIGNATING MAIN EARLY VOTING POLLING PLACE; ESTABLISHING THE TIME, MANNER, AND PROCEDURES FOR THAT ELECTION; AND PROVIDING: AN OPEN MEETINGS CLAUSE; A SEVERABILITY CLAUSE; FOR THE INCORPORATION OF THE RECITALS; AND 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, pursuant to and consistent with Chapter 501 of the Texas Election Code, the City of Burleson, Texas (City), received a petition requesting a local option election be held to consider the legal sale of all alcoholic beverages for off-premise consumption only; and

WHEREAS, pursuant to Sections 501.031 and 501.109 of the Texas Election Code, the City Secretary did cause the petition submitted to be verified through Tarrant County Elections, and determined the petition contained the requisite number of signatures of eligible voters of the City; and

WHEREAS, the city council must order an election at its next regular session occurring 30 days on or after the petition is filed with the city secretary; and

WHEREAS, the petition was filed with the city secretary on February 2, 2024; and

WHEREAS, state law has established the 1st Tuesday after the 1st Monday in November as a uniform election date for general and special elections; and

WHEREAS, Section 3.005 (c) of the Texas Election Code requires the City to call the election at least 78 days before the uniform election date; and

WHEREAS, by this resolution, it is the intention of the City Council to order a 2024 special election, appointing early voting clerk, designating main early voting polling locations; and establish and set forth procedures for conducting the election.

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

Section 1.
Election Order for Special Election.

A special election shall be held in the City of Burleson, Texas, on Tuesday, November 5, 2024, for the purpose of submitting to the qualified voters of the City of Burleson a measure legalizing:

The legal sale of all alcoholic beverages for off-premise consumption only

The official ballot to be used in the special election shall be prepared in accordance with Sections 52.072 and 501.035 of the Texas Election Code. The ballots shall permit the voters to vote “For” or “Against” the measure.

Section 2.
Early Voting and Ballots by Mail.

A. Early Voting Clerk – Johnson County. The Election Administrator, ~~Patty Bourgeois~~ **Joyce Adams** is hereby designated as the Early Voting Clerk for the Johnson County portion of the City of Burleson and may appoint the necessary deputy clerks as required for early voting.

B. Early Voting by Personal Appearance – Johnson County. Early voting by personal appearance shall be conducted ~~in accordance with Texas Election Code~~ **at the location listed in Exhibit A. All eligible Johnson County City of Burleson voters may vote early at the Burleson Sub-Courthouse, 247 Elk Dr., Burleson, Texas 76028 and Johnson County Elections, 103 S Walnut St., Cleburne, Texas, 76033.** Johnson County Elections, 103 S Walnut St., Cleburne, Texas, 76033 is hereby designated as the Main Early Voting location. Early voting by personal appearance will begin on October 21, 2024, and will end on November 1, 2024. There will be voting on Saturdays, Sundays, or legal holidays.

C. Voting by Mail – Johnson County. All voted ballots by mail that are returned on or before Election Day shall be counted. Voted ballots received on the next business day after Election Day will also be counted if they have been postmarked by Election Day. Voted ballots mailed from U.S. citizens residing outside the United States may be counted if clearly postmarked on or before Election Day and received not later than the fifth day after Election Day.

Applications for Ballot by Mail. Applications for a ballot by mail may be submitted beginning January 1, 2024. The physical and mailing address of the Early Voting Clerk – Johnson County is 103 S Walnut St., Cleburne, Texas 76033. Early Voting clerk phone number 817-556-6197.

D. Early Voting Clerk – Tarrant County. The Election Administrator, Clinton Ludwig is hereby designated as the Early Voting Clerk for the Tarrant County portion of the City of Burleson and may appoint the necessary deputy clerks as required for early voting.

E. Early Voting by Personal Appearance – Tarrant County. Early voting by personal appearance shall be conducted ~~in accordance with Texas Election Code~~ **at the locations listed in Exhibit B. All eligible Tarrant County City of Burleson voters may vote early at the Tarrant County Election Center, 2700 Premier St., Fort Worth, Texas 76111 and Crouch Event Center in Bicentennial Park, 900 E. Glendale St., Crowley, Texas 76036.** Tarrant County Elections Center, 2700 Premier St., Fort Worth, Texas, 76033 is hereby designated as the Main Early Voting location. Early voting by personal appearance will begin on October 21, 2024, and will end on

November 5, 2024. There will be voting on Saturdays, Sundays, or legal holidays.

F. Voting by Mail – Tarrant County. All voted ballots by mail that are returned on or before Election Day shall be counted. Voted ballots received on the next business day after Election Day will also be counted if they have been postmarked by Election Day. Voted ballots mailed from U.S. citizens residing outside the United States may be counted if clearly postmarked on or before Election Day and received not later than the fifth day after Election Day.

Applications for Ballot by Mail. Applications for a ballot by mail may be submitted beginning January 1, 2024. The physical address of the Early Voting Clerk – Tarrant County is 2700 Premier St., Fort Worth, Texas, 76111. Early Voting clerk phone number 817-831-8683. The Mailing address: PO Box 961011, Fort Worth, TX 76161-0011

Section 3. Contract with Johnson County and Tarrant County.

The City of Burleson will enter into a joint contract for election services with both Johnson County and Tarrant County pursuant to Texas election code; Section 31.093.

Section 6. Governing Law and Qualified Voters.

The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 7. Publication and Posting of Notice of Election.

Notice of the election shall be given as required by Chapter 4 of the Code, and the Charter of the City of Burleson.

Section 8. Submission to the United States Justice Department.

If needed, the City Secretary of the City of Burleson, Texas, or her designee, is authorized to make a submission to the United States Justice Department to seek pre-clearance as required by law.

Section 9. Delivery of Returns.

In accordance with the Code, immediately after the closing of the polls, the election officers named in this resolution shall make and deliver the returns of the election as follows: one copy shall be retained by the Presiding Election Judge and one copy shall be delivered to the Mayor of the City; All election records and supplies shall be preserved by the county election administrators in accordance with the Code.

**Section 10.
Governing Law.**

The election shall be held as set forth in the City Charter and the Code.

**Section 11.
Open Meetings Clause.**

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

**Section 12.
Severability Clause.**

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

**Section 13.
Incorporation of Recitals.**

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

**Section 14.
Effective Date.**

This resolution shall be effective upon its adoption.

DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2024.

(Seal)

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

RESOLUTION

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Early Voting and Ballots by Mail.

A. Early Voting Clerk – Johnson County. The Election Administrator, Joyce Adams is hereby designated as the Early Voting Clerk for the Johnson County portion of the City of Burleson and may appoint the necessary deputy clerks as required for early voting.

B. Early Voting by Personal Appearance – Johnson County. Early voting by personal appearance shall be conducted at the location listed in Exhibit A. All eligible Johnson County City of Burleson voters may vote early at the Burleson Sub-Courthouse, 247 Elk Dr., Burleson, Texas 76028 and Johnson County Elections, 103 S Walnut St., Cleburne, Texas, 76033. Johnson County Elections, 103 S Walnut St., Cleburne, Texas, 76033 is here by designated as the Main Early Voting location. Early voting by personal appearance will begin on October 21, 2024, and will end on November 1, 2024. There will be voting on Saturdays, Sundays, or legal holidays.

C. Voting by Mail – Johnson County. All voted ballots by mail that are returned on or before Election Day shall be counted. Voted ballots received on the next business day after Election Day will also be counted if they have been postmarked by Election Day. Voted ballots mailed from U.S. citizens residing outside the United States may be counted if clearly postmarked on or before Election Day and received not later than the fifth day after Election Day.

Applications for Ballot by Mail. Applications for a ballot by mail may be submitted beginning January 1, 2024. The physical and mailing address of the Early Voting Clerk – Johnson County is 103 S Walnut St., Cleburne, Texas 76033. Early Voting clerk phone number 817-556-6197.

D. Early Voting Clerk – Tarrant County. The Election Administrator, Clinton Ludwig is hereby designated as the Early Voting Clerk for the Tarrant County portion of the City of Burleson and may appoint the necessary deputy clerks as required for early voting.

E. Early Voting by Personal Appearance – Tarrant County. Early voting by personal appearance shall be conducted at the locations listed in Exhibit B. All eligible Tarrant County City of Burleson voters may vote early at the Tarrant County Election Center, 2700 Premier St., Fort Worth, Texas 76111 and Crouch Event Center in Bicentennial Park, 900 E. Glendale St., Crowley, Texas 76036. Tarrant County Elections Center, 2700 Premier St., Fort Worth, Texas, 76033 is here by designated as the Main Early Voting location. Early voting by personal appearance will begin on October 21, 2024, and will end on November 5, 2024. There will be voting on Saturdays, Sundays, or legal holidays.

F. Voting by Mail – Tarrant County. All voted ballots by mail that are returned on or before Election Day shall be counted. Voted ballots received on the next business day after Election Day will also be counted if they have been postmarked by Election Day. Voted ballots mailed from U.S. citizens residing outside the United States may be counted if clearly postmarked on or before Election Day and received not later than the fifth day after Election Day.

Applications for Ballot by Mail. Applications for a ballot by mail may be submitted beginning January 1, 2024. The physical address of the Early Voting Clerk – Tarrant County is 2700 Premier St., Fort Worth, Texas, 76111. Early Voting clerk phone number 817-831-8683. The Mailing address: PO Box 961011, Fort Worth, TX 76161-0011

**Section 3.
Contract with Johnson County and Tarrant
County.**

The City of Burleson will enter into a joint contract for election services with both Johnson County and Tarrant County pursuant to Texas election code; Section 31.093.

**Section 6.
Governing Law and Qualified Voters.**

The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

**Section 7.
Publication and Posting of Notice of Election.**

Notice of the election shall be given as required by Chapter 4 of the Code, and the Charter of the City of Burleson.

**Section 8.
Submission to the United States Justice Department.**

If needed, the City Secretary of the City of Burleson, Texas, or her designee, is authorized to make a submission to the United States Justice Department to seek pre-clearance as required by law.

**Section 9.
Delivery of Returns.**

In accordance with the Code, immediately after the closing of the polls, the election officers named in this resolution shall make and deliver the returns of the election as follows: one copy shall be retained by the Presiding Election Judge and one copy shall be delivered to the Mayor of the City; All election records and supplies shall be preserved by the county election administrators in accordance with the Code.

**Section 10.
Governing Law.**

The election shall be held as set forth in the City Charter and the Code.

**Section 11.
Open Meetings Clause.**

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

**Section 12.
Severability Clause.**

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

**Section 13.
Incorporation of Recitals.**

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

**Section 14.
Effective Date.**

This resolution shall be effective upon its adoption.

DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2024.

(Seal)

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

CITY OF BURLESON SPECIAL ELECTION NOVEMBER 5, 2024 EARLY VOTING POLLING LOCATION (ELECCIÓN ESPECIAL CITY OF BURLESON 5 DE NOVIEMBRE DEL 2024 CENTRO PARA VOTACIÓN ADELANTADA)

October 21, 2024 through November 1, 2024 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 5, 2024, City of Burleson Special Election is eligible for early voting by personal appearance.

Early voting by personal appearance will be conducted at all following locations:

Monday, October 21, 2024 - Friday, October 25, 2024 hours: 8:00 am until 5:00 pm

Monday, October 28, 2024 - Friday, November 1, 2024 hours: 7:00 am until 7:00 pm

Monday, October 28, 2024 hours: 7:00 am until 5:00 pm. **Venus Comm. Center “ONLY”**

(El plazo para la votación adelantada en persona es desde el 21 de octubre del 2024 hasta el 1 de noviembre del 2024 (Sec. 85.001). Cualquier votante cualificado para votar en la City of Burleson Elección Especial del 5 de noviembre del 2024, es elegible para la votación adelantada en persona.

La votación adelantada en persona se llevará a cabo en todas las siguientes ubicaciones:

Lunes, 21 de octubre del 2024 – viernes, 25 de octubre del 2024; horas: 8:00 am hasta 5:00 pm

Lunes 28 de octubre del 2024 – viernes, 1 de noviembre del 2024; horas: 7:00 am hasta 7:00 pm

*Lunes 28 de octubre del 2024; horas: 7:00 am hasta 5:00 pm **Venus Comm. Center “ONLY”***

Voters may choose to vote in any one of the below locations regardless of where they reside in Johnson County.

Hours for additional weekend early voting will be extended at all eight early voting locations to include:

Saturday October 26, 2024, 7:00 am to 7:00 pm.

Sunday October 27, 2024, 10:00 am to 4:00 pm

(Los votantes pueden escoger votar en cualquiera de las siguientes ubicaciones sin importar donde vivan en el Condado Johnson.

Las horas adicionales para la votación adelantada durante el fin de semana serán extendidas en todas las ocho ubicaciones para votación adelantada incluyendo:

Sábado, 26 de octubre del 2024, 7:00 am hasta 7:00 pm

Domingo, 27 de octubre del 2024, 10:00 am hasta 4:00 pm)

Comm. Pct. 1: Main: (Comisario, Recinto 1)	Johnson County Elections 103 S. Walnut St. Cleburne, Texas 76033
Comm. Pct. 1: (Comisario, Recinto 1)	Cleburne Conference Center 1501 W. Henderson St. Cleburne, Texas 76033
Comm. Pct. 1: (Comisario, Recinto 1)	City Park Pavilion of Godley 104 E. Allen Ave Godley, Texas 76044
Comm. Pct. 2: (Comisario, Recinto 2)	Burleson Sub-Courthouse 247 Elk Dr. Rm. 212 Burleson, Texas 76028
Comm. Pct. 3: (Comisario, Recinto 3)	Alvarado Sub-Courthouse 206 N. Baugh St. Alvarado, Texas 76009
Comm. Pct. 3: (Comisario, Recinto 3)	Pct. 3 Maintenance Facility 10420 E. FM 917 Alvarado, Texas 76009
Comm. Pct. 4: (Comisario, Recinto 4)	Keene City Hall 1000 N. Old Betsy Rd. Cleburne, Texas 76031
Comm. Pct 4: (Comisario, Recinto 4)	Venus Community Center 210 Walnut St. Venus, Texas 76084

Sec. 85.062 Texas Election Code

(2) The Commissioners court of a county with a population of 120,000 or more but less than 400,000 shall establish one or more early voting polling places other than the main early voting polling place in each Commissioners precinct containing territory covered by the election.(Sec. 85.062 Código Electoral de Texas (2)El Tribunal de Comisarios de un condado con una población de 120.000 ó más, pero menos de 400.000, establecerá al menos un centro de votación adelantada, además del centro primario de votación adelantada, en cada recinto de los comisarios que contiene territorio incluido en la elección.

EXHIBIT B

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 5, 2024
(5 DE NOVIEMBRE DE 2024)
(NGÀY 5 THÁNG 11, NĂM 2024)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)
(Ngày và giờ đi bầu cử sớm)

October (Octubre) (Tháng Mười) 21 -25	Monday – Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
October (Octubre) (Tháng Mười) 26	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
October (Octubre) (Tháng Mười) 27	Sunday (Domingo) (Chủ Nhật)	10:00 a.m. – 4:00 p.m.
October (Octubre) (Tháng Mười) 28 - 31	Monday – Thursday (Lunes - Jueves) (Thứ Hai - Thứ Năm)	7:00 a.m. – 7:00 p.m.
November (Noviembre) (Tháng Mười Một) 1	Friday (Viernes) (Thứ Sáu)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
4	Ron Wright Lake Arlington Branch Library	4000 W Green Oaks Boulevard	Arlington	76016
5	Tarrant County Subcourthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus ESCT – The HUB, 1 st floor	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019
8	Azle ISD PD	483 Sandy Beach Road, Suite A	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Blue Mound Community Center	1824 Fagan Drive	Blue Mound	76131
12	Colleyville Recreation Center Annex A	5008 Roberts Road	Colleyville	76034
13	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
14	Vietnamese American Community Home	2117 Roosevelt Drive	Dalworthington Gardens	76013
15	Eulesse Family Life Senior Center	300 W Midway Drive	Eulesse	76039
16	Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
17	Charles F. Griffin Building	3212 Miller Avenue	Fort Worth	76119
18	Como Community Center	4660 Horne Street	Fort Worth	76107
19	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
20	Dionne Phillips Bagsby Southwest Subcourthouse	6551 Granbury Road	Fort Worth	76133
21	Golden Triangle Branch Library	4264 Golden Triangle Boulevard	Fort Worth	76244
22	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
23	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
24	Northside Community Center	1100 NW 18 th Street	Fort Worth	76164
25	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
26	Southwest Community Center	6300 Welch Avenue	Fort Worth	76133
27	Southwestern Baptist Theological Seminary Price Hall - Lobby	4521 Frazier Avenue	Fort Worth	76115
28	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
29	Tarrant County College Northwest Campus WFSC 1403A	4801 Marine Creek Parkway	Fort Worth	76179
30	Tarrant County College South Campus Student Center SSTU 1112	5301 Campus Drive	Fort Worth	76119
31	Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
32	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
33	Texas Christian University Brown-Lupton University Union	2901 Stadium Drive	Fort Worth	76129
34	UNT – Health Science Center IREB - Lobby	3430 Camp Bowie Boulevard	Fort Worth	76107
35	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
36	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
37	Grapevine Public Library	1201 Municipal Way	Grapevine	76051
38	Haltom City Senior Center	3201 Friendly Lane	Haltom City	76117

EXHIBIT B

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 5, 2024
(5 DE NOVIEMBRE DE 2024)
(NGÀY 5 THÁNG 11, NĂM 2024)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

39	Legacy Learning Center Northwest ISD	501 School House Road	Haslet	76052
40	Brookside Center	1244 Brookside Drive	Hurst	76053
41	Tarrant County Northeast Courthouse	645 Grapevine Highway	Hurst	76054
42	Tarrant County College Northeast Campus Student Center NSTU 1506 – The Galley	828 W Harwood Road	Hurst	76054
43	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
44	Kennedale Community Center	316 W 3rd Street	Kennedale	76060
45	Sheriff’s Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
46	Tarrant County Subcourthouse at Mansfield	1100 E Broad Street	Mansfield	76063
47	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
48	City Point United Methodist Church Duncan Family Life Center	7301 Glenview Drive	N Richland Hills	76180
49	Former Bursey Road Senior Adult Center	7301 Bursey Road	N Richland Hills	76182
50	Southlake Town Hall	1400 Main Street	Southlake	76092
51	White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

Application for a Ballot by Mail may be downloaded from our website: www.tarrantcountytx.gov/elections
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): www.tarrantcountytx.gov/elections
(Có thể tải Đơn xin lá Phiếu Bầu qua Thư trên trang mạng của chúng tôi): www.tarrantcountytx.gov/elections

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)
(Thông tin qua điện thoại) (Điều Hành Bầu Cử Quận Tarrant, 817-831-8683)

Applications for a Ballot by Mail must be submitted between January 1, 2024 and October 25, 2024 by mail, fax or email to:
Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2024 y 25 de Octubre de 2024 por correo, fax o por correo electrónico a:
Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2024 và Ngày 25 Tháng 11, Năm 2024 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

Early Voting Clerk (Secretario De Votación Adelantada) (Nhân Viên Phụ Trách Bỏ Phiếu Sớm)
PO Box 961011
Fort Worth TX 76161-0011
Fax: 817-850-2344
Email: votebymail@tarrantcountytx.gov

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: October 7, 2024

SUBJECT:

ETJ Release Petition for 2124 N Cummings Dr (Case 24-260): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 68.652 acres of land known as Part of Tracts II and III and all of Tracts IV, V, and VI WM Phipps. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On September 4, 2024, a petition was submitted by Robert D Bruner (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 68.652 acres of land known as Part of Tracts II and III and all of Tracts IV, V, and VI WM Phipps, as shown on the attached Exhibit 3.

RECOMMENDATION:

Deny ETJ Release Petition.

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

None.

REFERENCE:

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

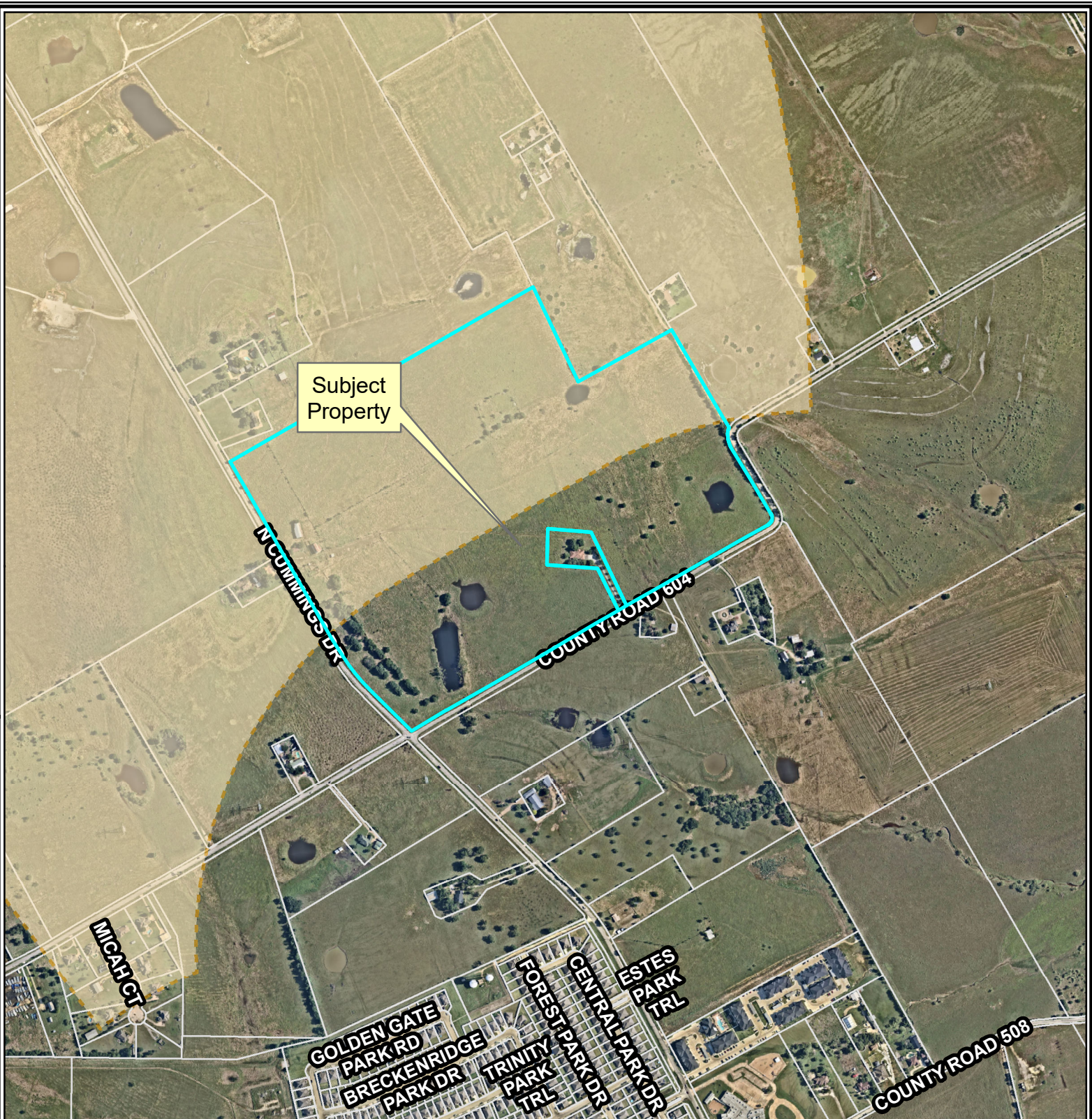
FISCAL IMPACT:

None

STAFF CONTACT:

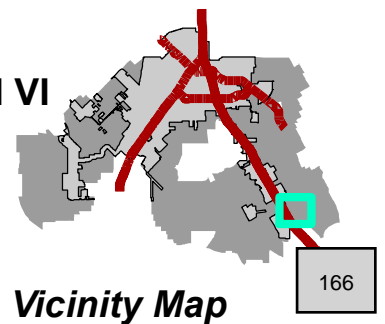
Tony McIlwain
Development Services Director

tmcilwain@burlesontx.com
817-426-9684



THE CITY OF
BURLESON
TEXAS

2124 N CUMMINGS DR
Part of Tracts II and III and all of Tracts IV, V and VI
WM Phipps
Case 24-260



Vicinity Map



ROBERT MIKLOS

RMIKLOS@FBFK.LAW

OFFICE (972) 378-9111

FAX (972) 378-9115

August 26, 2024

Received by
City Secretary's Office

SEP 04 2024

Via CMRRR 9414 7266 9904 2223 5321 27

The City of Burleson
City Secretary's Office
141 W Renfro Street
Burleson, TX 76028-4296

RE: **PETITION BY LANDOWNER OR RESIDENT FOR RELEASE OF AREA FROM
EXTRATERRITORIAL JURISDICTION SIGNED BY ROBERT D. BRUNER**

To: The City of Burleson, City Secretary Amanda Campos

Pursuant to Texas Local Government Code Section 42.105, the attached Petition for removal shall be verified by the municipal secretary or other person from the municipality responsible for verifying signatures. The municipality shall notify the residents and landowners of the area described by the Petition of the results of the Petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Texas Local Government Code Section 42.102. If a resident or landowner obtains the number of signatures on the petition required under Texas Local Government Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality **shall** immediately release the area from the municipality's extraterritorial jurisdiction.

If the municipality fails to take action to release the Area by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

Sincerely,

/s/ Robert Miklos
rmiklos@fbfk.law
(972) 378-9111

ATTACHMENTS

Petition by Landowner or Resident for Release of Area From Extraterritorial Jurisdiction
Signed by Robert D. Bruner

PETITION BY LANDOWNER OR RESIDENT FOR RELEASE OF AREA FROM EXTRATERRITORIAL JURISDICTION

This petition ("Petition") is submitted and filed with the City Secretary of the City of Burleson, Texas ("City"), by **Robert D. Bruner** (the "Petitioner"), owner of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction in the area described by this Petition (the "Area") located within the extraterritorial jurisdiction of the City. The Petitioner petitions the City to release the Area from the extraterritorial jurisdiction of the City, more particularly described by a metes and bounds description in **Exhibit A** and a map of the Area in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

Section 1. Applicability. The Area is eligible for release from the extraterritorial jurisdiction, pursuant to Texas Local Government Code Section 42.101, because it is not located (1) within five miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and (B) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (A) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (B) in a county with a population of more two million; (4) in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code; or (5) in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

Section 2. Authority to File Petition for Release. Petitioner has authority to file this Petition with the municipality in accordance with Chapter 42 of the Texas Local Government Code for release because Petitioner is either a resident of an area in a municipality's extraterritorial jurisdiction, or, Petitioner is the owner of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction.

Section 3. Requirements Met. This Petition meets the requirements of Texas Local Government Code Section 42.104 because (a) it is signed by (1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or (2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district; (b) the above signature requirements were met not later than the 180th day after the date the first signature for the petition was obtained; (c) the signature is in writing; (d) the Petition includes a map of the land to be released and describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block numbers, if there is a recorded map or plat. The included metes and bounds description, and accompanying map of the Area to be released, are hereby attached respectively as **Exhibit A** and **Exhibit B**.

Section 4. Results of Petition, Verification Required. Pursuant to Texas Local Government Code Section 42.105, this Petition for removal shall be verified by the municipal secretary or other person from the municipality responsible for verifying signatures. The municipality shall notify the

PETITION BY LANDOWNER OR RESIDENT FOR RELEASE OF AREA FROM EXTRATERRITORIAL JURISDICTION

residents and landowners of the area described by the Petition of the results of the Petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Texas Local Government Code Section 42.102. If a resident or landowner obtains the number of signatures on the petition required under Texas Local Government Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality *shall* immediately release the area from the municipality's extraterritorial jurisdiction.

Section 5. Municipality's Failure to Take Action. If the municipality fails to take action to release the Area by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the release of the areas described herein from the extraterritorial jurisdiction of the municipality.

RESPECTFULLY SUBMITTED, on this the 15^d day of August, 2024.

Petitioner:

Robert D. Bruner
Signature of Petitioner *Melinda Bruner Jackson POA*

8/15/2024
Date

Robert D. Bruner
Printed Name

12/02/1926
Date of Birth

1900 Acton Hwy
Dranbury TX
76049
Residence Address

EXHIBIT A

Metes and Bounds Description

BEING a tract of land situated in the W. Phipps Survey, Abstract No. 687, in Johnson County, Texas, being part of Tracts II and III, and all of Tracts IV, V, and VI, conveyed to Robert D. Bruner by deed recorded in Volume 573, Page 297, Deed Records, Johnson County, Texas (DRJCT), with the subject tract being more particularly described as follows:

BEGINNING in N. Cummings Road, a public road, being the most westerly corner of said Bruner tracts;

THENCE N 59°53'41" E, 2209.30 feet along the northwest line thereof, and of a tract conveyed to Ava Ayers-Spencer, recorded in Document No. 2023-7199, Real Property Records, Johnson County, Texas (RPRJCT), to the east corner thereof, being on the southwest line of a tract conveyed to Brian Nelson, recorded in Volume 3005, Page 602 RPRJCT;

THENCE S 25°22'46" E, 653.42 feet along the southwest line thereof;

THENCE N 60°38'20" E, 641.12 feet along the southeast line thereof to the southwest line of a tract conveyed to Robert Lee and Martha Lee Franklin, recorded in Volume 750, Page 478 DRJCT;

THENCE S 30°35'07" E, 661.21 feet along the southwest line thereof;

THENCE into said Bruner tracts, around a non-tangent curve to the left having a central angle of 16°45'14", a radius of 2500.00 feet, a chord of S 68°55'54" W - 728.43 feet, an arc length of 731.03 feet;

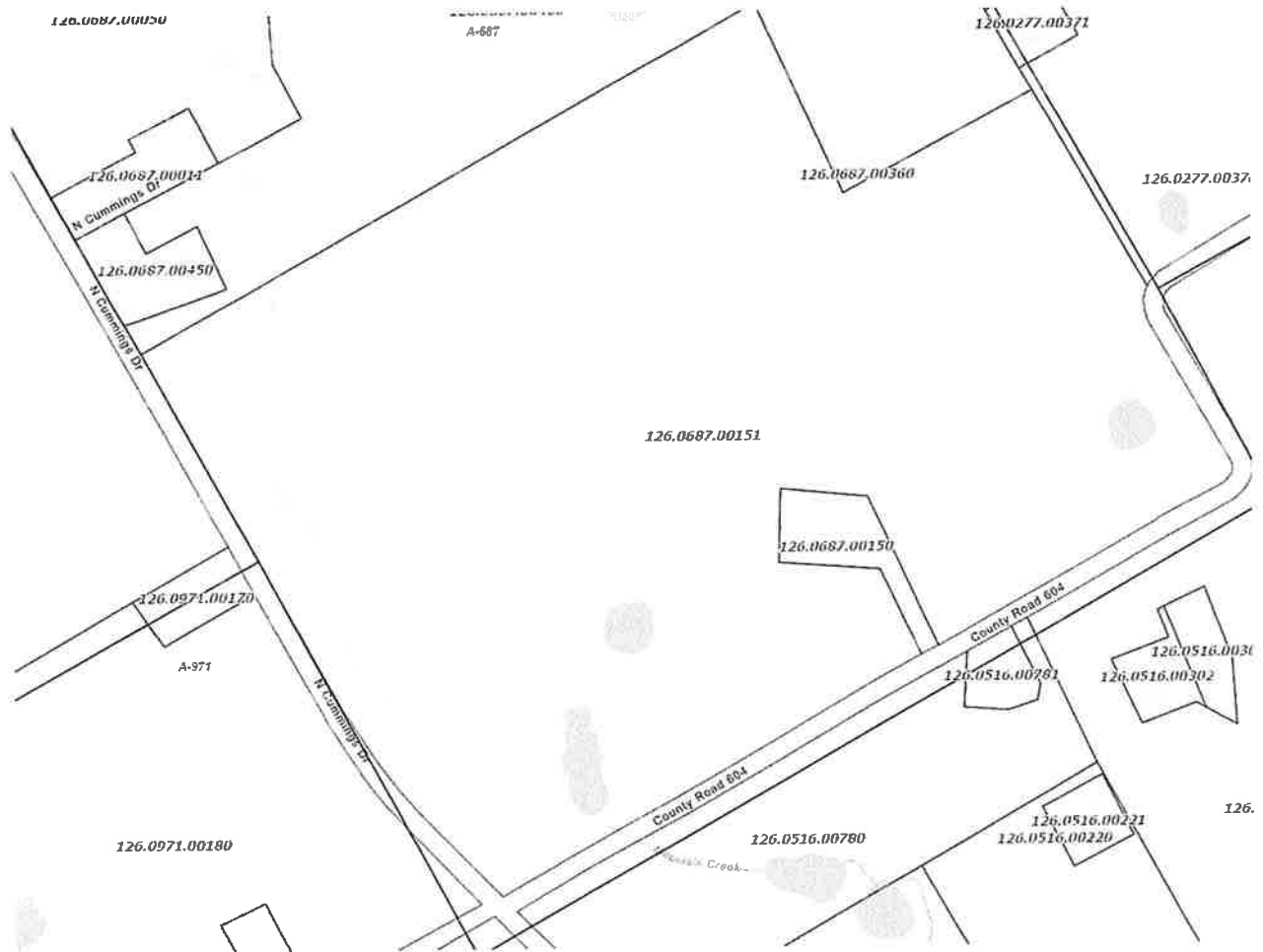
THENCE S 60°33'17" W, 1495.13 feet through said Bruner tracts;

THENCE continuing through said Bruner tracts, around a tangent curve to the left having a central angle of 13°38'20", a radius of 2500.00 feet, a chord of S 53°44'07" W - 593.71 feet, an arc length of 595.11 feet to N. Cummings Road;

THENCE N 29°59'08" W, 1252.77 feet along N. Cummings Road to the POINT OF BEGINNING with the subject tract containing 2,990,493 square feet or 68.652 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT B
Map of the Area





Johnson County
Becky Ivey
County Clerk
Cleburne 76033

Instrument Number: 2016-18160

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: 2016-18160
Receipt Number: 69470
Recorded Date/Time: July 29, 2016 01:40:36P
User / Station: A Long - CCL13

Record and Return To:

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



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

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

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

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

SECTION 2.
REGULATION OF PROPERTY

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

SECTION 3.

EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

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

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

SECTION 4. TERM

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

SECTION 5. GENERAL PROVISIONS

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

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

City of Burleson, Texas
Attn: City Manager

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

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

Executed this 13 day of April, 2014 by Owner.

Owner's Signature(s): Robert D. Bruner

Owner's Printed Name(s): ROBERT D. BRUNER

STATE OF TEXAS §

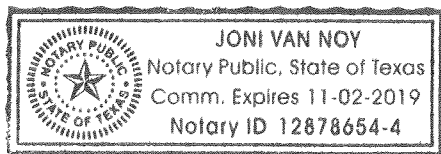
COUNTY OF JOHNSON §

Before me, Joni Van Noy, on this day personally appeared Mr. Robert D. Bruner, 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 13 day of April, 2014.

(Notary Seal)

Joni Van Noy
Notary Public's Signature



Executed this 13 day of APRIL, 2016 by City.

City Representative Signature(s):

[Signature]

City Representative Printed Name:

JUSTIN BOND

City Representative Title:

DIRECTOR, DEVELOPMENT SERVICES

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 13 day of APRIL, ²⁰¹⁶~~2014~~, by

JUSTIN BOND

(name)

DIRECTOR OF DEVELOPMENT

(title)

Texas.

(Notary Seal)

Notary Public's Signature

[Signature]

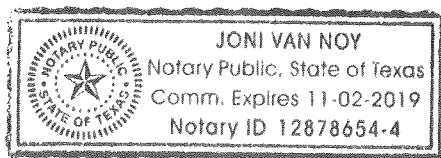
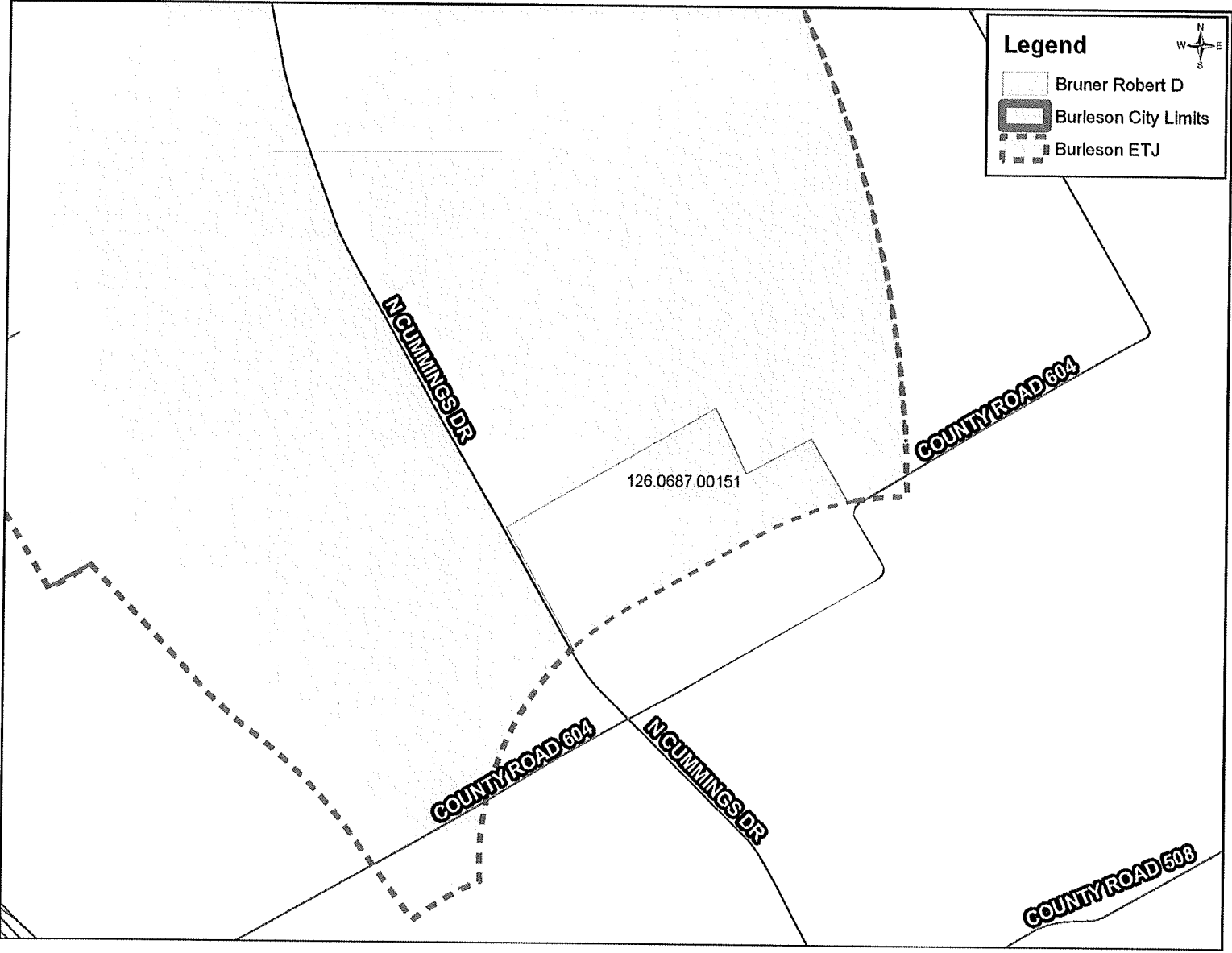


EXHIBIT A
PROPERTY DESCRIPTION



City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: October 7, 2024

SUBJECT:

ETJ Release Petition for 5000 CR 711 (Case 24-261): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 19.431 acres of land known as all of lots 2 & 3, BLK A of the TRSC Highpoint Addition also known as TR 6, 6A 12C & 12F Hiram Lewis Survey. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On September 4, 2024, a petition was submitted by TR Scott Capital, LLC (Scott Theeringer) (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 19.431 acres of land known as all of lots 2 & 3, BLK A of the TRSC Highpoint Addition also known as TR 6, 6A 12C & 12F Hiram Lewis Survey, as shown on the attached Exhibit 3.

RECOMMENDATION:

Deny ETJ Release Petition.

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

None.

REFERENCE:

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

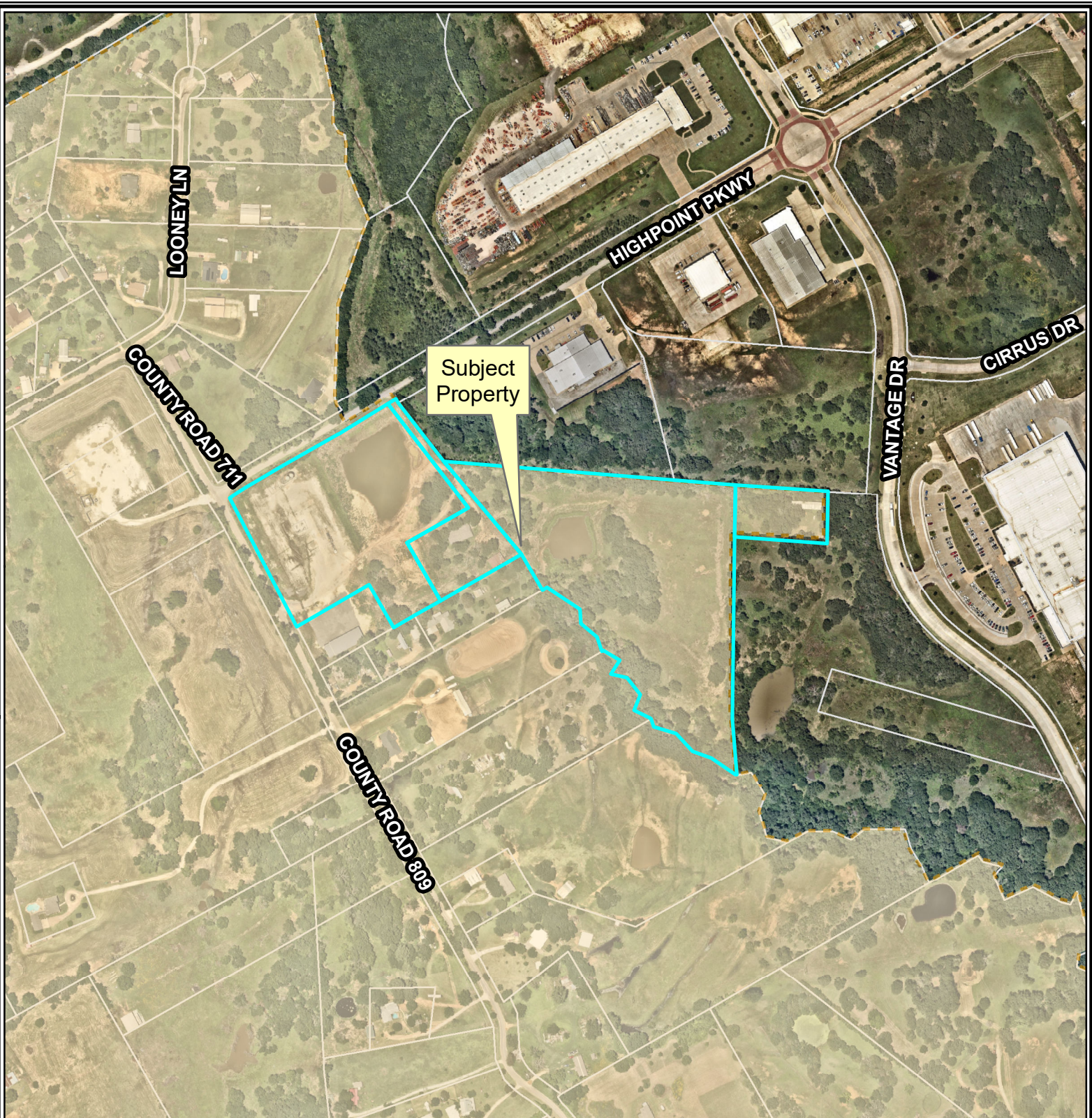
FISCAL IMPACT:

None

STAFF CONTACT:

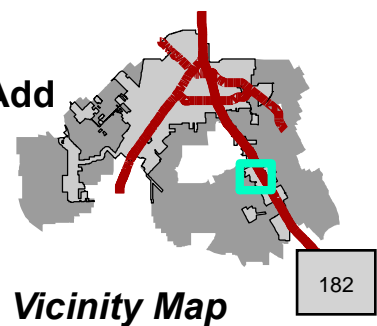
Tony McIlwain

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



THE CITY OF
BURLESON
TEXAS

5000 CR 711
All of Lots 2 & 3, BLK A of the TRSC Highpoint Add
TR 6, 6A, 12C & 12F H Lewis Survey
Case 24-261



Vicinity Map

182



ROBERT MIKLOS

RMIKLOS@FBFK.LAW
OFFICE (972) 378-9111
FAX (972) 378-9115

Received by
City Secretary's Office

SEP 04 2024

August 26, 2024

Via CMRRR 9414 7266 9904 2223 5321 34

The City of Burleson
City Secretary's Office
141 W Renfro Street
Burleson, TX 76028-4296

RE: **PETITION BY LANDOWNER OR RESIDENT FOR RELEASE OF AREA FROM
EXTRATERRITORIAL JURISDICTION SIGNED BY TR SCOTT CAPITAL, LLC**

To: The City of Burleson, City Secretary Amanda Campos

Pursuant to Texas Local Government Code Section 42.105, the attached Petition for removal shall be verified by the municipal secretary or other person from the municipality responsible for verifying signatures. The municipality shall notify the residents and landowners of the area described by the Petition of the results of the Petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Texas Local Government Code Section 42.102. If a resident or landowner obtains the number of signatures on the petition required under Texas Local Government Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality *shall* immediately release the area from the municipality's extraterritorial jurisdiction.

If the municipality fails to take action to release the Area by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

Sincerely,

/s/ Robert Miklos
rmiklos@fbfk.law
(972) 378-9111

ATTACHMENTS

Petition by Landowner or Resident for Release of Area From Extraterritorial Jurisdiction
Signed by TR Scott Capital LLC

PETITION BY LANDOWNER OR RESIDENT FOR RELEASE OF AREA FROM EXTRATERRITORIAL JURISDICTION

This petition (“Petition”) is submitted and filed with the City Secretary of the City of Burleson, Texas (“City”), by **TR SCOTT CAPITAL, LLC, a Texas limited liability company** (the “Petitioner”), owner of the majority in value of an area consisting of one or more parcels of land in a municipality’s extraterritorial jurisdiction in the area described by this Petition (the “Area”) located within the extraterritorial jurisdiction of the City. The Petitioner petitions the City to release the Area from the extraterritorial jurisdiction of the City, more particularly described by a metes and bounds description in **Exhibit A** and a map of the Area in **Exhibit B** (the “Property”). In support of this Petition, the Petitioner presents the following:

Section 1. Applicability. The Area is eligible for release from the extraterritorial jurisdiction, pursuant to Texas Local Government Code Section 42.101, because it is not located (1) within five miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and (B) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (A) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (B) in a county with a population of more two million; (4) in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code; or (5) in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

Section 2. Authority to File Petition for Release. Petitioner has authority to file this Petition with the municipality in accordance with Chapter 42 of the Texas Local Government Code for release because Petitioner is either a resident of an area in a municipality’s extraterritorial jurisdiction, or, Petitioner is the owner of the majority in value of an area consisting of one or more parcels of land in a municipality’s extraterritorial jurisdiction.

Section 3. Requirements Met. This Petition meets the requirements of Texas Local Government Code Section 42.104 because (a) it is signed by (1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or (2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district; (b) the above signature requirements were met not later than the 180th day after the date the first signature for the petition was obtained; (c) the signature is in writing; (d) the Petition includes a map of the land to be released and describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block numbers, if there is a recorded map or plat. The included metes and bounds description, and accompanying map of the Area to be released, are hereby attached respectively as **Exhibit A** and **Exhibit B**.

Section 4. Results of Petition, Verification Required. Pursuant to Texas Local Government Code Section 42.105, this Petition for removal shall be verified by the municipal secretary or other

PETITION BY LANDOWNER OR RESIDENT FOR RELEASE OF AREA FROM EXTRATERRITORIAL JURISDICTION

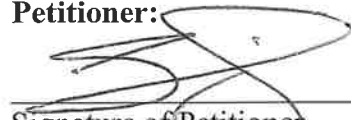
person from the municipality responsible for verifying signatures. The municipality shall notify the residents and landowners of the area described by the Petition of the results of the Petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Texas Local Government Code Section 42.102. If a resident or landowner obtains the number of signatures on the petition required under Texas Local Government Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality *shall* immediately release the area from the municipality's extraterritorial jurisdiction.

Section 5. Municipality's Failure to Take Action. If the municipality fails to take action to release the Area by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the release of the areas described herein from the extraterritorial jurisdiction of the municipality.

RESPECTFULLY SUBMITTED, on this the _____ day of _____, 2024.

Petitioner:



Signature of Petitioner
TR SCOTT CAPITAL, LLC
a Texas limited liability company
by Scott Theeringer, its President

8/16/2024

Date

SCOTT THEERINGER

Printed Name

10-4-1970

Date of Birth

1800 N. FIELD ST
DALLAS, TX 75202

Residence Address

EXHIBIT A

Metes and Bounds Description

BEING a tract of land situated in the Hiram Lewis Survey, Abstract No. 517, City of Burleson, Johnson County, Texas, being all of Lots 2 and 3, Block A of the TRSC Highpoint Addition according to the plat recorded in Document No. 2023-115 of the Plat Records of Johnson County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod stamped "SPIARSENG" found at a southwest corner of Lot 2, and being the northwest corner of Lot 1, Block A TRSC Highpoint Addition, and also lying in the northeast right-of-way line of Briar Oaks Road (County Road No. 809) (variable width right-of-way);

THENCE, N 26°12'24" W, 437.79 feet along said northeast line of Briar Oaks Road to a point for corner at the intersection of said Briar Oaks Road and southeast right-of-way line of Highpoint Parkway (100 foot right-of-way)

THENCE, N 59°20'16" E, 609.67 feet, along said southeast line of Highpoint Parkway to the northwest corner of Lot 2R1, Block 7 of Highpoint Business Park of Burleson, an addition to the City of Burleson, Johnson County, Texas, according to the plat thereof recorded in Document No. 2015-2 of the Plat Records of Johnson County, Texas;

THENCE, S 37°44'28" E, 233.82 feet to a 5/8" iron rod found at the southwest corner of said Lot 2R1, Block 7;

THENCE, S 85°15'15" E, 909.88 feet;

THENCE, S 86°31'50" E, 292.54 feet to a 1/2" capped iron rod found at the most northwest corner of a tract of land conveyed to TCRG Opportunity XXII, LLC, by deed recorded in Document No. 2021-45773 of the Deed Records of Johnson County, Texas;

THENCE, S 00°18'22" W, 148.82 feet to a 1/2" capped iron rod found at an interior ell corner of said TCRG Opportunity XXII tract;

THENCE, N 86°16'34" W, 291.05 feet to a 1/2" capped iron rod found the most western northwest corner of said TCRG Opportunity XXII tract;

THENCE, S 00°20'09" W, 576.14 feet to a 1/2" capped iron rod found along the western line of said TCRG Opportunity XXII tract;

THENCE, S 04°53'47" E, 182.06 feet along the western line of said TCRG Opportunity XXII tract to the northeastern line of a tract of land conveyed to Mario Marquez, by deed recorded in Document No. 2020-3176 of the Deed Records of Johnson County, Texas;

THENCE meandering along the centerline of a creek, the following courses and distances:

N 55°15'15" W, 92.80 feet; N 69°52'15" W, 62.25 feet;

N 43°09'31" W, 76.00 feet; N 73°27'30" W, 73.60 feet;

N 18°12'15" W, 24.40 feet; N 63°32'50" W, 54.00 feet;

N 21°22'30" E, 52.00 feet; N 38°24'30" W, 68.80 feet;

N 77°28'15" W, 52.50 feet; N 33°19'00" E, 51.50 feet;

N 60°48'00" W, 60.60 feet; N 18°05'50" W, 47.50 feet;

N 50°33'50" W, 66.63 feet; N 05°32'15" W, 46.25 feet;

N 55°58'32" W, 124.10 feet to the southeast corner of a tract of land conveyed to Ronald B. Ball, by deed recorded in Book 2487, Page 741 of the Deed Records of Johnson County, Texas;

THENCE, N 29°38'00" W, 130.25 feet to the northeast corner of said Ball tract;

THENCE, S 60°26'54" W, passing a 1/2" capped iron rod found at a distance of 36.67 feet, thence passing at a distance of 309.18 feet a T Post found, thence continuing a total distance of 494.63 feet to a 1/2" iron rod with plastic cap found for the southeast corner of Lot 1, Block A TRSC Highpoint Addition;

THENCE N 29°33'06" W, 158.77 feet to a 1/2" iron rod with plastic cap found for the northeast corner of Lot 1;

THENCE S 60°26'54" W, 269.59 feet to the POINT OF BEGINNING with the subject tract containing 846,423 square feet or 19.431 acres of land.

Map of the Area





002337

4275 PG 0933

STATE OF TEXAS)
)
 COUNTY OF JOHNSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code and between the City of Burleson, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Johnson County, Texas, which is more particularly and separately described as a parcel of land of approximately 1 acre in the H Lewis Survey, Abstract 517, identified by Johnson County Appraisal District as Tract 12F, also being all or a portion of a tract of land conveyed to Selma W Goodnight et al in Vol. 4013, Page 962, Deed Records of Johnson County, Texas and also shown in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and has held public hearings on October 11, and October 25, 2007; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government 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 successors and assigns for the term (defined below) of this Agreement; and

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

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the

4275 PG 0934

Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Johnson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's A-Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for A-Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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 person 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.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or

BA 4 275 PG 0 935

timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or a Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned A – Agricultural District pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, 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. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Burleson
Attn: City Manager
141 W. Renfro Street
Burleson, Texas 76028

Section 8. 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

Section 9. If a court of competent jurisdiction determines that any covenant 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.

Section 10. This Agreement may be enforced by any 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.

4275 PG 0936

Section 11. 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.

Section 12. Venue for this Agreement shall be in Johnson County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Property Owner(s):

Selma W Goodnight
Owner

11-30-2007
Date

Selma W Goodnight
Owner Printed Name

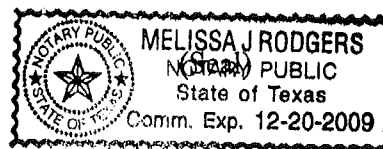
THE STATE OF TEXAS)

COUNTY OF Johnson)

Before me, a Notary Public on this day personally appeared Selma W Goodnight known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this 30th day of November, 2007.

Melissa J. Rodgers
Notary Public Signature



Mamie Frances Goodnight
Owner

4275 PG 0937
11-30-2007
Date

Mamie Frances Goodnight
Owner Printed Name

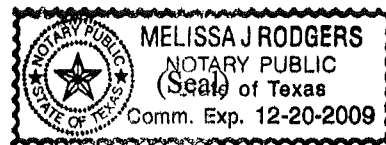
THE STATE OF TEXAS)

COUNTY OF Johnson)

Before me, a Notary Public on this day personally appeared Mamie Frances Goodnight known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this 30th day of November, 2007.

Melissa J. Rodgers
Notary Public Signature



Owner

Date

Owner Printed Name

THE STATE OF TEXAS)

COUNTY OF _____)

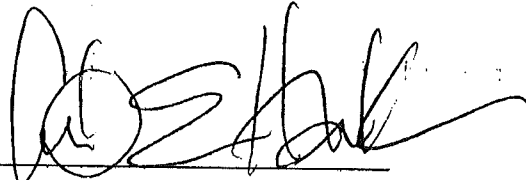
Before me, a Notary Public on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this _____ day of _____, 2007.

Notary Public Signature

(Seal)

BK 4275 PG 0938

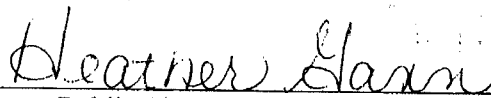
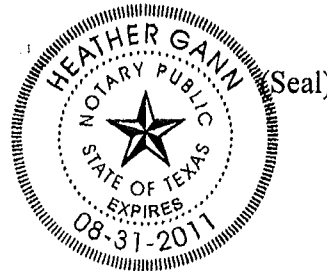
City of Burleson
Signature12/14/07
DateCurtis E. Hawk
Printed NameCity Manager
Title

THE STATE OF TEXAS)

COUNTY OF Johnson)

Before me, a Notary Public on this day personally appeared Curtis E. Hawk, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this 14th day of Dec., 2007.


Notary Public Signature

BK 4275 PG 0939




Exhibit "A"

A parcel of land of approximately 1 acre in the H Lewis Survey, Abstract 517, identified by Johnson County Appraisal District as Tract 12F, also being all or a portion of a tract of land conveyed to Selma W Goodnight et al in Vol. 4013, Page 962, Deed Records of Johnson County, Texas



Not to scale

Legend

-  Parcel Lines
-  City of Burleson City Limit
-  Subject Parcel

BK 4275 PG 0940

January 10, 2008
4E - 1

RESOLUTION NO. R-1109-08

A RESOLUTION AUTHORIZING THE EXECUTION OF
CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENTS

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

I.

The City Manager or designee is hereby authorized to execute Chapter 43 Texas Local Government Code Development Agreements, a substantial copy of which is attached as Attachment 1.

II.

Directing that all development agreements are filed under deed records with the County Clerk's Office, Johnson County, Texas.

PRESENTED AND PASSED on this the 10th day of January, 2008, by a vote of

6 ayes and 0 nays at a regular meeting of the City Council of the City of Burleson, Texas.

BY: 

Ken Shetter, Mayor

ATTEST: 

Amanda McDowell, City Secretary

APPROVED AS TO FORM:


Printed NameAttorney
Printed TitleBY: 

Signature

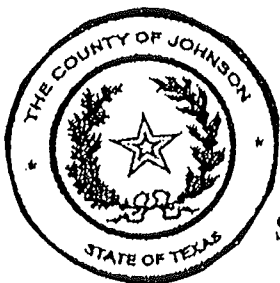
BK 4275 PG 0911

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 3:26 AM ☐ PM ☒


JAN 18 2008

County Clerk Johnson County
By md Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.


CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

002338
 STATE OF TEXAS)
)
 COUNTY OF JOHNSON)

BK 4275 PG 0942

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code and between the City of Burleson, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Johnson County, Texas, which is more particularly and separately described as a parcel of land of approximately 10 acres in the H Lewis Survey, Abstract 517, identified by Johnson County Appraisal District as Tract 12C, also being all or a portion of a tract of land conveyed to Selma Wayne Goodnight in Vol. 01410, Page 00211, Deed Records of Johnson County, Texas and also shown in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and has held public hearings on October 11, and October 25, 2007; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government 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 successors and assigns for the term (defined below) of this Agreement; and

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

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the

04 275 PG 0943

Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Johnson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's A-Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for A-Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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 person 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.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or

4275 PG 0944

timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or a Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned A – Agricultural District pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, 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. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Burleson
Attn: City Manager
141 W. Renfro Street
Burleson, Texas 76028

Section 8. 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

Section 9. If a court of competent jurisdiction determines that any covenant 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.

Section 10. This Agreement may be enforced by any 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.

4275PG0945

Section 11. 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.

Section 12. Venue for this Agreement shall be in Johnson County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Property Owner(s):

Selma W Goodnight
Owner

11-30-2007
Date

Selma W Goodnight
Owner Printed Name

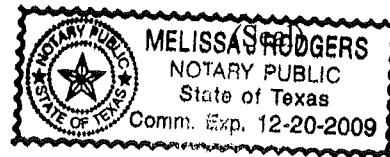
THE STATE OF TEXAS)

COUNTY OF Johnson)

Before me, a Notary Public on this day personally appeared Selma W Goodnight known to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this 30th day of November, 2007.

Melissa J. Rodgers
Notary Public Signature



Mamie Frances Goodnight
Owner

4275 PG 0946
11-30-2007
Date

Mamie Frances Goodnight
Owner Printed Name

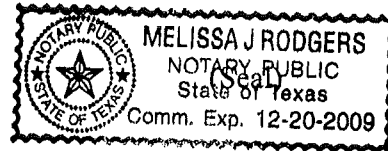
THE STATE OF TEXAS)

COUNTY OF Johnson)

Before me, a Notary Public on this day personally appeared Mamie Frances Goodnight known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this 30th day of November, 2007.

Melissa J. Rodgers
Notary Public Signature



Owner

Date

Owner Printed Name

THE STATE OF TEXAS)

COUNTY OF _____)

Before me, a Notary Public on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this _____ day of _____, 2007.

Notary Public Signature

(Seal)

4275 PG 0947

City of Burleson

[Signature]
Signature

12/14/07
Date

Curtis E. Hawk
Printed Name

City Manager
Title

THE STATE OF TEXAS)

COUNTY OF Johnson)

Before me, a Notary Public on this day personally appeared Curtis E. Hawk, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me.

Given under my hand and seal this 14th day of Dec., 2007.

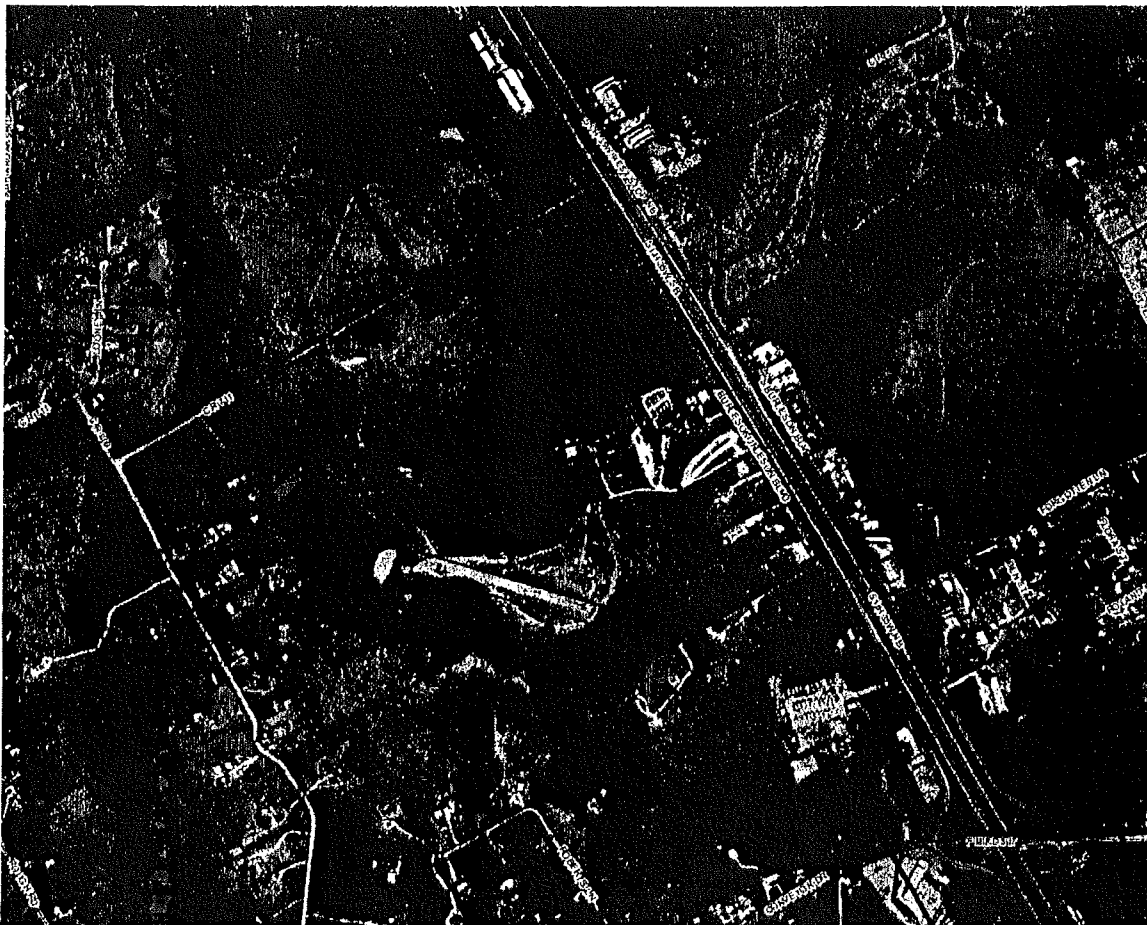
[Signature]
Notary Public Signature



4275 PG 0948




Exhibit "A"

A parcel of land of approximately 10 acres in the H Lewis Survey, Abstract 517, identified by Johnson County Appraisal District as Tract 12C, also being all or a portion of a tract of land conveyed to Selma Wayne Goodnight in Vol. 01410, Page 00211, Deed Records of Johnson County, Texas



Not to scale

Legend

-  Parcel Lines
-  City of Burleson City Limit
-  Subject Parcel

January 10, 2008
4E - 1

RESOLUTION NO. R-1109-08

A RESOLUTION AUTHORIZING THE EXECUTION OF
CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENTS

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

I.

The City Manager or designee is hereby authorized to execute Chapter 43 Texas Local Government Code Development Agreements, a substantial copy of which is attached as Attachment 1.

II.

Directing that all development agreements are filed under deed records with the County Clerk's Office, Johnson County, Texas.

PRESENTED AND PASSED on this the 10th day of January, 2008, by a vote of

6 ayes and 0 nays at a regular meeting of the City Council of the City of Burleson, Texas.

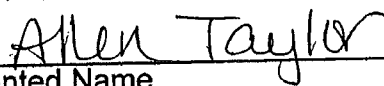
BY: 

Ken Shetter, Mayor

ATTEST: 

Amanda McDowell, City Secretary

APPROVED AS TO FORM:


Printed NameAttorney
Printed TitleBY: 

Signature

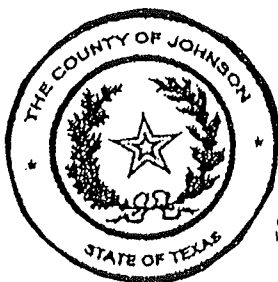
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WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 3:26 AM ☐ PM ☒

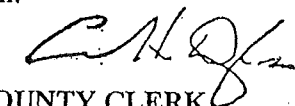
JAN 18 2008

County Clerk Johnson County
By md Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.


CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: October 7, 2024

SUBJECT:

Basden Steel Corporation and Renfro Street Holdings, Ltd. at 1550 S Burleson Blvd and 139 N Briaroaks Rd, disannexation Petition (Case 24-270): consider approval of an ordinance for disannexation of approximately 8.550 acres of land located within the Corporate City Limits of the City of Burleson. (*First and Final Reading*) (Staff Contact: Tony McIlwain, Development Services Director) (*No Planning and Zoning Commission action was required for this item*)

SUMMARY:

On August 14, 2024, a petition was submitted by Nat Killpatrick and Bruce Basden (applicants) representing Basden Steel Corporation and Renfro Street Holdings, Ltd. respectively (owner's), for the disannexation of approximately 8.550 acres of land within the Corporate City Limits of the City of Burleson (Case 24-270).

BACKGROUND AND DEVELOPMENT OVERVIEW:

On November 27, 2002, the City of Burleson adopted A-290, which annexed approximately 43.379 acres along the west side of IH-35 from South of Ricky Lane to Mockingbird Hill Road. The subject property is currently zoned Agriculture and is also located in the IH35 Overlay District.

This site is designated in the Comprehensive Plan as Reginal Office/Commercial.

This land use category is intended for uses with regional emphasis due to the area's high visibility. Uses such as large retail centers, hotels, restaurants, and corporate or professional offices are encouraged in this category. Medium to high density residential may be allowed as part of a mixed-use development.

RECOMMENDATION:

Staff Recommends denial of the petition for disannexation. Should the Council approve the petition request, Texas Local Government Code Chapter 43.148 requires the city to refund property taxes paid by the property owner. Staff calculates the 2023 city taxes to be \$1,987.98.

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

Nov. 27, 2002: City Council approved annexation ordinance A-290

REFERENCE:

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.43.htm>

<https://ecode360.com/39941532#39941532>

FISCAL IMPACT:

Loss of Ad Valorem and any Future Sales Tax revenue

STAFF CONTACT:

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

Disannexation Petition

Location:

- 1550 S Burleson BLVD
- 139 N Briaroaks RD
- 8.550 acres

Applicants:

Nat Killpatrick (Basden Steel Corporation)

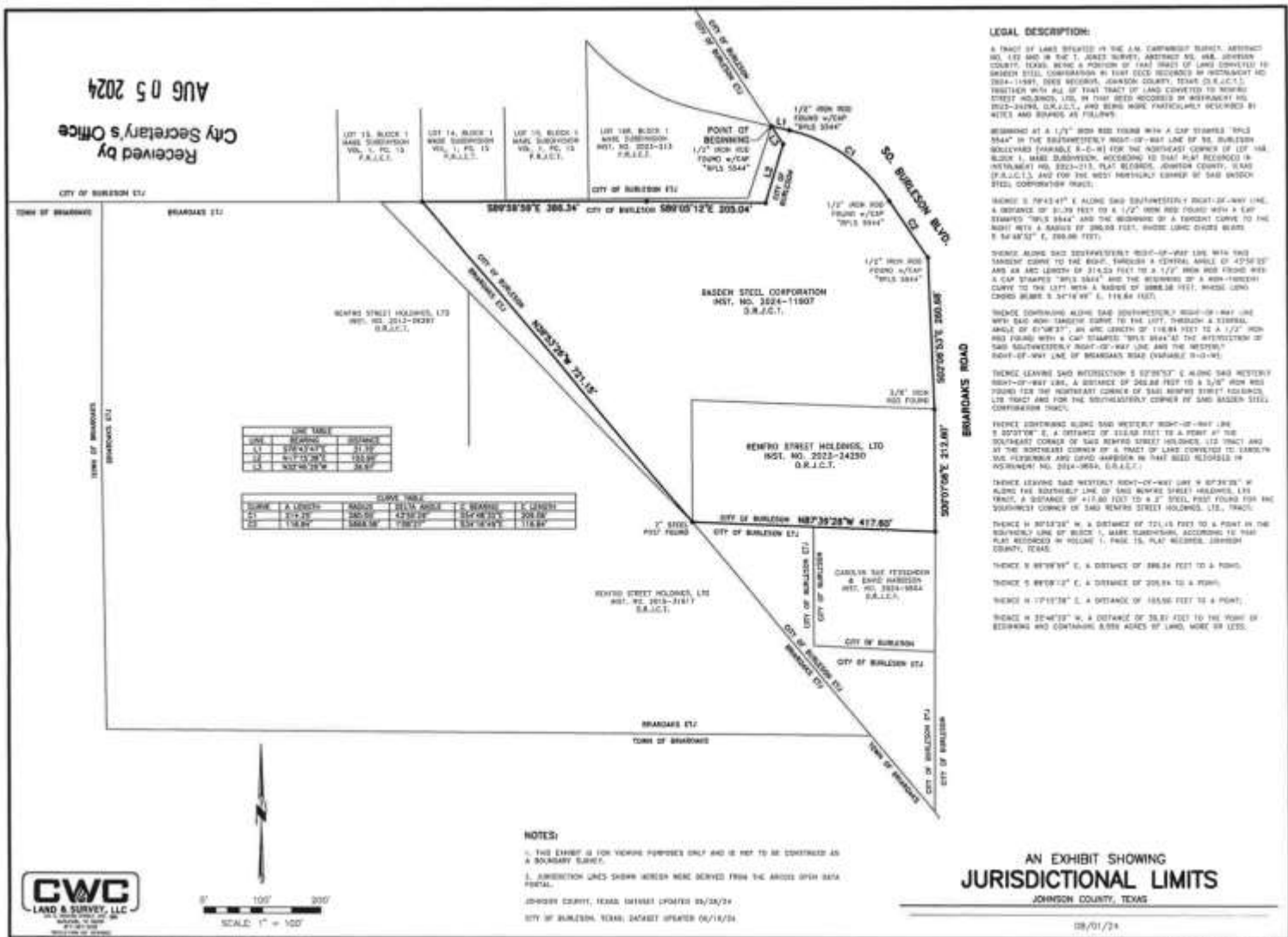
Bruce Basden (Renfro Street Holdings, Ltd.)

Item for approval:

Disannexation of approximately 8.550 acres of land located within the Corporate Limits of the City of Burleson (Case24-270).



Disannexation Petition



Comprehensive Plan

Regional Office/Commercial

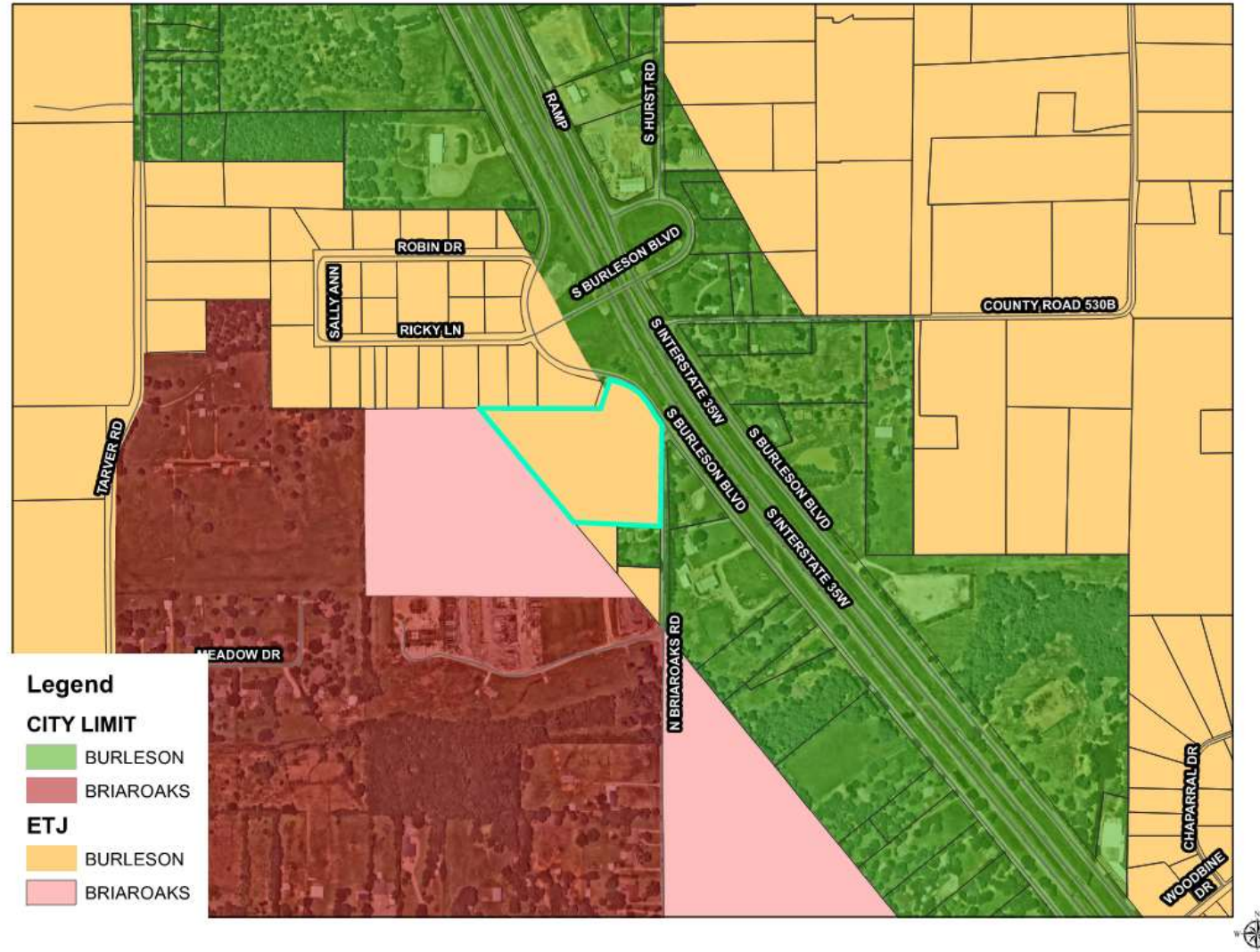


Zoning

Agriculture



Post Disannexation

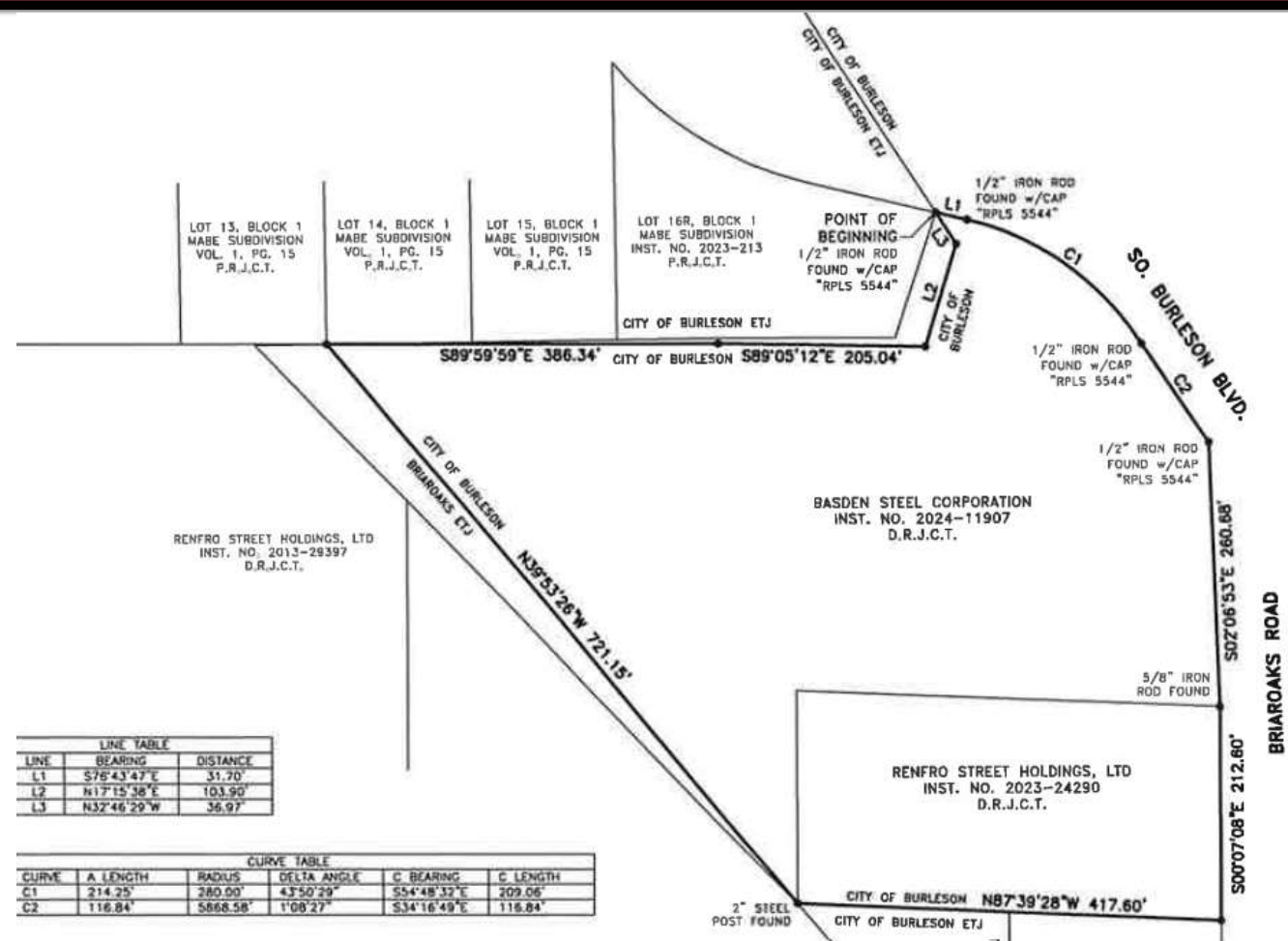


Disannexation Petition

Staff's Recommendation

Staff recommends denial of the petition to disannex approximately 8.550 acres of land from the Corporate City Limits of the City of Burleson:

- Significant reduction of the city's land frontage along this portion of the IH -35 corridor.
- Loss of land use regulatory authority along a portion of the IH-35 Overlay District.
- Loss of Ad Valorem Tax and (possible) future Sales Tax. In 2023, the total City taxes collected were \$1,987.98.



ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, DISANNEXING FROM THE CITY LIMITS, FOR FULL PURPOSES, LAND BEING APPROXIMATELY 8.550 ACRES, MORE OR LESS, SITUATED IN THE J.M. CARTWRIGHT SURVEY, ABSTRACT NO. 132 AND IN THE T. JONES SURVEY, ABSTRACT NO. 468, BURLESON, JOHNSON COUNTY, TEXAS; AMENDING THE BOUNDARIES OF THE CITY TO EXCLUDE THE LAND; DIRECTING THE CITY SECRETARY TO NOTIFY THE TEXAS COMPTROLLER OF THE CHANGE IN BOUNDARIES; AUTHORIZING A REFUND OF TAXES AND FEES UPON DISANNEXATION AS REQUIRED BY LAW; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, PROPER OPEN MEETING; AND EFFECTIVE DATE.

WHEREAS, the City of Burleson ("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 Texas Local Government Code; and

WHEREAS, pursuant to Texas Local Government Code Section 43.142 the City may disannex an area according to the rules as may be provided by the City Charter; and

WHEREAS, City Charter Section 5 provides that the City Council may disannex territory, and Section 2-4 of the City Code of Ordinances provides that an ordinance concerning disannexation may be considered and approved at only one session of the City Council

WHEREAS, on August 14, 2024, the City received a petition from the Basden Steel Corporation and Renfro Street Holdings, Ltd., for the disannexation of 8.550 acres of land, more or less, in Burleson, Johnson County, Texas, and more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the Property was annexed into the City limits in 2002 by Ordinance No. A-290; and

WHEREAS, the City Council finds that the Property is not suitable or necessary for City purposes and desires to discontinue said Property as part of the City and to disannex, for full purposes, the Property from the City limits and upon disannexation to exclude the Property from the City's extraterritorial jurisdiction.

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

SECTION 1. DISANNEXATION

The Property is hereby discontinued as part of the City and disannexed, for full purposes, from the City limits. Upon disannexation, the Property shall not be included within the City limits or the City's extraterritorial jurisdiction.

SECTION 2. CITY MAP

The City Council hereby directs that the official City map be amended to show the change in boundaries to exclude the Property and that a certified copy of this ordinance and the amended map of the City's boundary be filed with the County Clerk of Johnson County, Texas.

SECTION 3. NOTICE TO COMPTROLLER

The City Council hereby directs that a certified copy of this ordinance and the amended map of the City's boundaries be provided to the Sales and Tax Division of the Texas Comptroller's Office.

SECTION 4. TAXES AND FEES REFUND

The City Council hereby directs that, upon disannexation of the Property, a refund of property taxes and fees shall be calculated and issued, if any is owed, in accordance with Texas Local Government Code Section 43.148.

SECTION 5. REPEALER

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

SECTION 6. SEVERABILITY

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

SECTION 7. RECITALS INCORPORATED

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

SECTION 8.
OPEN MEETING

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

SECTION 9.
EFFECTIVE DATE

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

PASSED AND APPROVED this the _____ day of _____, 20____.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

August 14, 2024

Ms. Amanda Campos
City Secretary
City of Burleson
141 W. Renfro Street
Burleson, TX 76028

Subject: Petition for Dis-Annexation from City of Burleson

Dear Amanda:

Please accept this letter as a formal petition to "Dis-Annex from the City of Burleson" which is submitted in reference to Chapter 43 of the Texas Local Government Code.

Enclosed please find an Exhibit and Legal Description for the subject property.

If you have any questions, please let me know.

Sincerely,



Nat Killpatrick, President
Basden Steel Corporation

Received by
City Secretary's Office

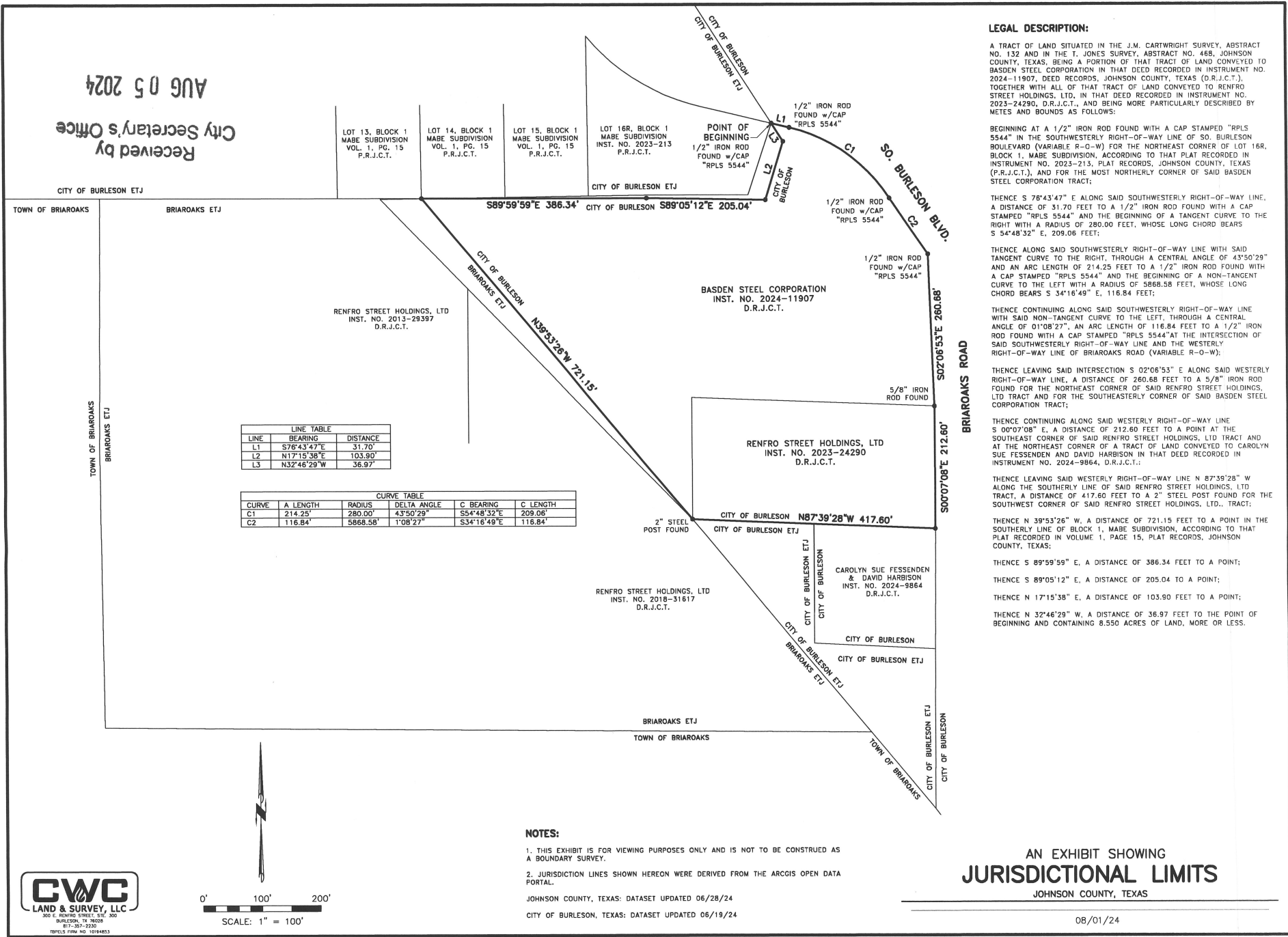
AUG 14 2024



Bruce Basden, General Partner
Renfro Street Holdings, Ltd.

AUG 05 2024

Received by
City Secretary's Office



LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE J.M. CARTWRIGHT SURVEY, ABSTRACT NO. 132 AND IN THE T. JONES SURVEY, ABSTRACT NO. 468, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO BASDEN STEEL CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2024-11907, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH ALL OF THAT TRACT OF LAND CONVEYED TO RENFRO STREET HOLDINGS, LTD. IN THAT DEED RECORDED IN INSTRUMENT NO. 2023-24290, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SO. BURLESON BOULEVARD (VARIABLE R-O-W) FOR THE NORTHEAST CORNER OF LOT 16R, BLOCK 1, MABE SUBDIVISION, ACCORDING TO THAT PLAT RECORDED IN INSTRUMENT NO. 2023-213, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.), AND FOR THE MOST NORTHERLY CORNER OF SAID BASDEN STEEL CORPORATION TRACT;

THENCE S 76°43'47" E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.70 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 280.00 FEET, WHOSE LONG CHORD BEARS S 54°48'32" E, 209.06 FEET;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE WITH SAID TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43°50'29" AND AN ARC LENGTH OF 214.25 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 5868.58 FEET, WHOSE LONG CHORD BEARS S 34°16'49" E, 116.84 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE WITH SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°08'27", AN ARC LENGTH OF 116.84 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" AT THE INTERSECTION OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF BRIAR OAKS ROAD (VARIABLE R-O-W);

THENCE LEAVING SAID INTERSECTION S 02°08'53" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 260.68 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID RENFRO STREET HOLDINGS, LTD TRACT AND FOR THE SOUTHEASTLY CORNER OF SAID BASDEN STEEL CORPORATION TRACT;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S 00°07'08" E, A DISTANCE OF 212.60 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID RENFRO STREET HOLDINGS, LTD TRACT AND AT THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CAROLYN SUE FESSENDEN AND DAVID HARBISON IN THAT DEED RECORDED IN INSTRUMENT NO. 2024-9864, D.R.J.C.T.;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE S 87°38'28" W ALONG THE SOUTHERLY LINE OF SAID RENFRO STREET HOLDINGS, LTD TRACT, A DISTANCE OF 417.60 FEET TO A 2" STEEL POST FOUND FOR THE SOUTHWEST CORNER OF SAID RENFRO STREET HOLDINGS, LTD, TRACT;

THENCE N 39°53'26" W, A DISTANCE OF 721.15 FEET TO A POINT IN THE SOUTHERLY LINE OF BLOCK 1, MABE SUBDIVISION, ACCORDING TO THAT PLAT RECORDED IN VOLUME 1, PAGE 15, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 89°59'59" E, A DISTANCE OF 386.34 FEET TO A POINT;

THENCE S 89°05'12" E, A DISTANCE OF 205.04 TO A POINT;

THENCE N 17°15'38" E, A DISTANCE OF 103.90 FEET TO A POINT;

THENCE N 32°46'29" W, A DISTANCE OF 36.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.550 ACRES OF LAND, MORE OR LESS.

AN EXHIBIT SHOWING
JURISDICTIONAL LIMITS
JOHNSON COUNTY, TEXAS

08/01/24

CWC JOB NUMBER 20240037-08

AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF BURLESON OF TERRITORY MORE SPECIFICALLY DESCRIBED BELOW GENERALLY COMPRISING APPROXIMATELY 43.379 ACRES, FOR ALL MUNICIPAL PURPOSES; APPROVING A SERVICE PLAN FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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, after proper notice was provided in accordance with Chapters 43 of the Texas Local Government Code, public hearings on the proposed annexation were held before the Burleson City Council, said hearing dates being not more than forty days nor less than twenty days before the adoption of this ordinance on first reading; and

WHEREAS, all of the property described herein is adjacent to and within the exclusive extraterritorial jurisdiction of the City of Burleson.

WHEREAS, a Service Plan has been prepared and presented at the public hearings and is attached to and adopted with this Ordinance; and

WHEREAS, all requirements of law have been met to require this annexation, including compliance with the provisions of Chapter 43 of the Texas Local Government Code.

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

Return To:
City Secretary
City of Burleson
141 W. Renfro
Burleson, TX 76028

SECTION 1

ANNEXATION

That all portions of the following parcel (the "Territory") located in Johnson County, Texas, comprising a combined total of approximately 43.379 acres of land, more or less, is hereby annexed to the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Territory: being a part of the J. Wallace Survey A-862 and the T. Jones Survey A-468, as filed in the deed records of Johnson County, Texas and being more particularly described on Exhibit "A" and depicted as "Area 4" on Exhibit "B", both attached to and incorporated in this Ordinance for all purposes.

SECTION 2

RIGHTS AND DUTIES OF OWNERS AND
INHABITANTS IN NEWLY ANNEXED AREA

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

SECTION 3.

OFFICIAL MAP

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

SECTION 4.

FILING CERTIFIED COPY

The City Secretary is directed to file or cause to be filed a certified copy

of this ordinance in the office of the county clerk of Johnson County, Texas.

SECTION 5.

SERVICE PLAN

The Service Plan, attached as Exhibit "C" and incorporated in this Ordinance, is approved in all things and made a part of this ordinance for all purposes.

SECTION 6

CUMULATIVE CLAUSE

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

SECTION 7.

SEVERABILITY CLAUSE

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

SECTION 8.

AREAS EXCEPTED FROM ANNEXATION

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Burleson, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Burleson every part of the area described in

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

SECTION 9

EFFECTIVE CLAUSE

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

PASSED AND APPROVED ON THIS 27th DAY OF November 2002.

Bryan J. Black
MAYOR

ATTEST:

Mary Stayer
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

D. A. N. Prema
CITY ATTORNEY

First reading: 11/14/02

Effective: 11/27/02

GENERAL DESCRIPTION OF ANNEXATION

Annexation Tract No. 4

to the City of Burleson, Texas

Being a tract of land containing 43.379 acres, of land more or less, out of the J Wallace Survey A-862, Johnson Co., the T. Jones Survey A-468, and the JM Cartwright Survey A-132 Johnson Co., being located in the extraterritorial jurisdiction of the City of Burleson, Texas, being more particularly described as follows:

BEGINNING at a point being the westerly most corner of a tract of land deeded to E McCall Jr as recorded in vol. 1045, page 84 of the Deed Records of Johnson Co., said point also being the southeast corner of Lot 11 of Oakwood Addition, being an unrecorded plat;

THENCE in a northeasterly direction along the northwest property line of said E McCall Jr. tract and the southeast property line of said Lot 11 of Oakwood Addition to a point for corner, said point being the southerly most corner of Lot 10 of said Oakwood Addition as deeded to RG Williams as recorded in vol. 1983, page 684 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 10 to a point for corner, said point being the southerly most corner of Lot 9 of Oakwood Addition as deeded to RG Rodriguez etux, as recorded in vol. 1983, page 174 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 9 to a point for corner, said point being the southerly most corner of Lot 8 of Oakwood Addition as deeded to IL Walraven, as recorded in vol. 491, page 857 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 8 to a point for corner, said point being the southerly most corner of Lot 7 of Oakwood Addition as deeded to WM Kennedy, as recorded in vol. 1513, page 192 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 7 to a point for corner, said point being the southerly most corner of Lot 6B of Oakwood Addition as deeded to WM Kennedy, as recorded in vol. 1513, page 992 of the Deed Records of Johnson

Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 6B to a point for corner, said point being the southerly most corner of Lot 6 of Oakwood Addition as deeded to EM Dean, as recorded in vol. 1833, page 483 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 6 to a point for corner, said point being the southerly most corner of Lot 5 of Oakwood Addition as deeded to BW Sager, as recorded in vol. 680, page 435 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 5 to a point for corner, said point being the southerly most corner of Lot 4 of Oakwood Addition as deeded to BW Sager, as recorded in vol. 680, page 435 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 4 to a point for corner, said point being the southerly most corner of Lot 3 of Oakwood Addition as deeded to C. Edwards, as recorded in vol. 541, page 396 of the Deed Records of Johnson Co.;

THENCE continuing in a northwesterly direction along the southwest property line of said Lot 3 to a point for corner, said point being the southerly most corner of Lots 1&2 of Oakwood Addition as deeded to G. Purselley, as recorded in vol. 869, page 153 of the Deed Records of Johnson Co. said point being located in the east right-of-way line of CR 809;

THENCE continuing in a northwesterly direction along the projected southwestern property line of said Lots 1&2 to a point being located in the west right-of-way line of CR 809, said northwesterly projected line being parallel to the city limit line of the City of Burleson and generally parallel to the centerline of I-35W;

THENCE continuing in a northwesterly direction along a line parallel to the city limit line of the City of Burleson and generally parallel to the centerline of I-35W, said line also being the boundary agreement line between the City of Burleson and Briaroaks as executed in the Joint Resolution executed on the 14th of February, 1984, to a point, said point being located in the north property line of a tract of land deeded to R Sloan etux, as recorded in vol. 1508, page 399 of the Deed Records of Johnson Co. and in the north boundary line of the T. Jones Survey A-486, said point also being the southeast corner of Lot 13, Block 1, of the Mabe Subdivision, an addition recorded in vol. 1 page 15 of the Plat Records of Johnson Co.;

THENCE along the south boundary line of said Mabe Subdivision to a point for corner, said

point being the southwest corner of Lot 16, Block 1 of the said Mabe Subdivision, said point also being the southwest corner of a tract of land deeded to BD Grubbs etux, as recorded in vol. 1239, page 232 of the Deed Records of Johnson Co.;

THENCE in a northerly direction along the west property line of said BD Grubbs tract to a point for corner,

THENCE in a northeasterly direction along the west property line of said BD Grubbs tract to a point for corner, said point being the northwest corner of said BD Grubbs tract and being located in the right-of-way of I-35W;

THENCE in a northwesterly direction which is perpendicular to the city limit line of the City of Burleson to a point for corner, said point being located in the city limits line of the City of Burleson;

THENCE in a southeasterly direction along the city limits line of the City of Burleson to a point for corner, said point being located in the south property line of a tract of land deeded to DN Weaver etux, as recorded in vol 1599, page 242 of the Deed Records of Johnson Co.;

THENCE in a westerly direction along the south property line of said DN Weaver tract to a point, said point being the southwest corner of said DN Weaver tract and the southeast corner of said E. McCall Jr. tract;

Thence in a westerly direction along the south property line of said E. McCall Jr. tract to a point, said point being the POINT OF BEGINNING, containing 44.202 acres of land, more or less.

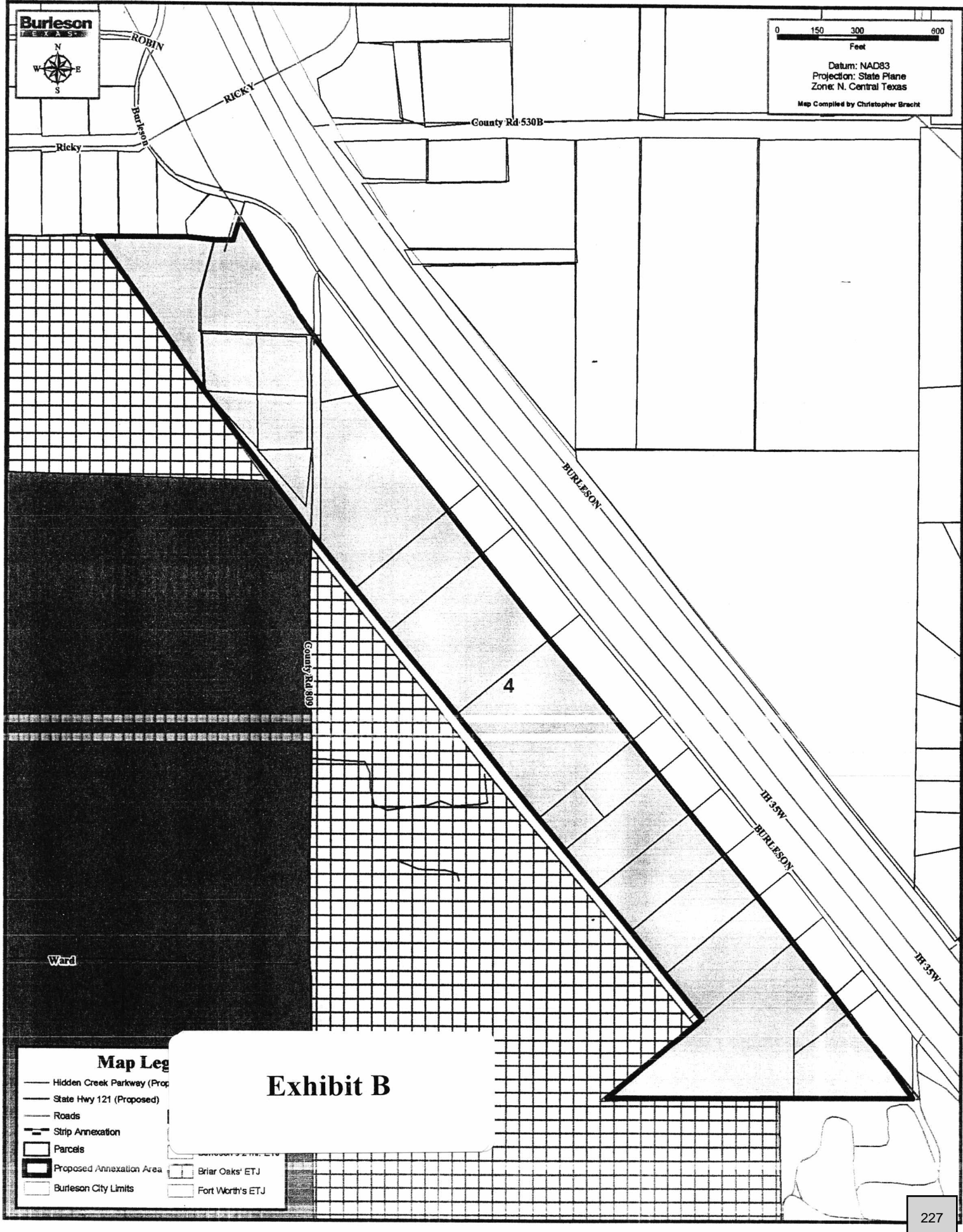


Exhibit B

ANNEXATION SERVICE PLAN

For approximately 43.379 acres, more or less, located in the J. Wallace Survey A-862 and the T. Jones Survey A-468, as filed in the deed records of Johnson County, Texas, as shown on the attached maps, and abutting the city limits.

SERVICES PROVIDED UPON THE EFFECTIVE DATE OF ANNEXATION:

1. POLICE PROTECTION

The City of Burleson, Texas will provide police protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population.

1. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Burleson, Texas will provide, or cause to be provided, fire protection and ambulance service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population. The City of Burleson, Texas will take steps immediately upon annexation of the tract to transfer residents in the newly annexed tract to the Tarrant County 911 District.

2. SOLID WASTE COLLECTION

At the present time the City of Burleson, Texas, provides solid waste and refuse collection services within the city limits of the City of Burleson, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to residents in the newly annexed area to the extent that the City has access to the area to be serviced. Any property owners currently contracting with private solid waste and refuse collection services shall be required to use the services provided by the City of Burleson, Texas beginning on July 1, 2003.

3. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water or waste water facilities owned or maintained by the City of Burleson, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Burleson, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Burleson, Texas, to the extent of its ownership. The now existing water mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing

or as may be amended. The City Council of the City of Burleson, Texas, believes the existing sewer systems can adequately accommodate the raw sewage in the area proposed to be annexed.

4. MAINTENANCE OF ROADS AND STREETS

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

5. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

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

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

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

CAPITAL IMPROVEMENTS

1. GENERAL

a. The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.

b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

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

3. WATER FACILITIES AND SERVICES

The City Council of the City of Burleson, Texas, has determined that given the current rural state of development and expected development over the next ten (10) years, the area to be annexed is adequately served by Bethesda Water Supply Corporation, and it is not necessary to construct capital improvements to provide municipal services. If further development occurs that warrants extension or expansion of the water main, such extension or expansion will be in accordance with the City's utility policies. Upon connection to existing mains, water will be provided at rates established by the City.

4. SEWER SERVICE

The City Council of the City of Burleson, Texas, has determined that given the current state of development and expected development over the next ten (10) years, the area is or can be adequately served by private septic systems and it is not necessary to construct capital improvements to provide full municipal services. If further development occurs that warrants extension or expansion of the sewer main, such extension or expansion will be in accordance with the City's utility policies. Upon connection to existing mains, sewer will be provided at rates established by the City.

5. ROADS AND STREETS

Within 4 ½ years, the City of Burleson, Texas, with a cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as is provided in areas of similar topography, land use and population density within the present corporate limits of the City of Burleson, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and subdevelopment of the annexed property. Developers will be required pursuant to the ordinances of the City of Burleson, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Burleson, Texas.

SPECIFIC FINDINGS

The City Council of the City of Burleson, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided other areas of the City of Burleson, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Burleson, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Burleson, Texas who reside in areas of similar topography, land utilization and population.

WARNING — THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 9:07 AM/PM

JAN 13 2003

County Clerk Johnson County
By [Signature] Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.

[Signature]

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

City Council Regular Meeting

DEPARTMENT: Police

FROM: Randy Crum, Support Bureau Captain

MEETING: October 7, 2024

SUBJECT:

Consider approval of an interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2024-25 in the amount of \$1,036,996. (*Staff Contact: Wes Routson, Police Lieutenant*)

SUMMARY:

The Burleson Independent School District (BISD) and the City of Burleson share costs for school resource officers (SRO), vehicles, and equipment to serve BISD campuses. The program has a total of eleven (11) SROs with two (2) sergeants and nine (9) officers.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approval of the agreement

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

On June 24, 2024, the Burleson Independent School Board of Education approved the agreement for eleven (11) SROs in the amount of \$1,036,996.

FISCAL IMPACT:

One million thirty-six thousand, nine hundred ninety-six dollars (\$1,036,996) will be reimbursed into PD account # 1012001-47500 from BISD.

STAFF CONTACT:

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



Burleson Police Department

School Resource Officer Interlocal with Burleson ISD

School Resource Officer (SRO) Service Fee for BISD

- The SRO program is a partnership with BISD where each entity pays approximately 50% of salary, benefits, and equipment for each SRO position
- Current SRO staffing is two (2) SRO sergeants and nine (9) SRO officers for a total of eleven (11) SRO positions
- SROs are assigned to BHS (1 Off/1 Sgt), CHS (1 Off/1 Sgt), Collegiate HS (1 Off), Hughes MS (1 Off), Kerr MS (1 Off), Steam MS (1 Off), Game Development Design campus (1 Off), Crossroads (1 Off), and rover/float (1 Off)
- BISD also added School Safety Officers (SSOs) at each elementary school in F2023-24 at their expense
- Cost per entity (BISD/CoB): \$1,036,996 apiece. An increase of 0.5% from last year (\$1,032,145)
- The F2024-25 Interlocal for eleven SROs was approved by Burleson Independent School Board of Education on June 24, 2024, in the amount of \$1,036,996

SRO Staffing History

Officer Rank	Sergeant Rank	Year Added	Notes
1		1988	* DARE Officer (eventually assigned to Kerr as an SRO in 2000-01)
1		1993	Burleson High School (1st one)
1		1994	Hughes Middle School (1st middle school SRO)
1		1999	2nd SRO at BHS high school (eventually goes to CHS when it opens in F2010-11)
	1	F2018-19	Sergeant SRO added and assigned to STEAM Middle School
1		F2020-21	SRO at Realm Middle School (now Game Development Design campus)
2		F2021-22	2nd SRO at each high school (BHS/CHS)
2	1	F2022-23	Staffed and assigned to campuses
9	2	SRO Staffing Total	

** Original DARE officer (1988) was not assigned to a campus until Kerr opened in 2000-01*

Additional Info: 2000-01 Kerr Middle School opened
 2010-11 Centennial High School opened

Requested Action

- Approve interlocal agreement with Burleson ISD for SRO services for F2024-25 in the amount of \$1,036,996
- Deny interlocal agreement with Burleson ISD for SRO services for F2024-25 in the amount of \$1,036,996
- Staff recommends approval

Questions / Comments

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BURLESON
AND
BURLESON INDEPENDENT SCHOOL DISTRICT
FOR
POLICE/SCHOOL LIAISON OFFICERS
FISCAL YEAR 2024-25**

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the CITY OF BURLESON, a Texas home-rule municipality (the "CITY"), and the BURLESON INDEPENDENT SCHOOL DISTRICT, an independent school district located in Johnson and Tarrant County, Texas ("BISD"), may jointly exercise the power to provide governmental services for public health, safety, and general welfare; and

WHEREAS, the parties desire to enter into this Interlocal Agreement (this "Agreement"), for the provision of police services by the CITY in BISD's high schools, junior high schools, and elementary schools within the limits of both the CITY and BISD; and

WHEREAS, all obligations of the parties shall be funded from their respective available current revenues; and

WHEREAS, the parties agree that the payment amounts specified herein fairly compensates the performing party for the services and functions under this Agreement.

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered between the CITY and BISD for the mutual considerations stated herein and shall be effective upon execution by both parties:

1. SCOPE OF AGREEMENT

CITY shall provide eleven (11) employees for fiscal 2024-25 who are certified police officers for the local school resource liaison program to be assigned at BISD campuses. Two (2) of the eleven (11) certified police officers will hold the rank of Sergeant and exercise direct supervision over the nine (9) other police officers.

2. TERM OF AGREEMENT

The term of the Agreement shall be for a period of twelve (12) consecutive months beginning the 1st day of October 2024 and ending the 30th day of September 2025.

3. PAYMENT FOR SERVICES

BISD shall pay CITY the sum of ONE MILLION THIRTY-SIX THOUSAND NINE HUNDRED NINETY-SIX AND NO/100s DOLLARS (\$1,036,996.00) per year for services

rendered by school resource liaison officers. Payment for service shall be made quarterly upon receipt of billing from CITY after agreement execution by both parties.

BISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event of liaison officer being absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military or bereavement leave. However, CITY agrees to make a reasonable effort to fill the vacancy with other certified officers.

In the event CITY exercises its right to reassign one or more school resource liaison officers when, in the sole judgment of CITY, their services are required in response to a citywide or major emergency for more than seven (7) consecutive days, payment for service shall be reduced on a prorated basis.

4. INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the manner in which CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between BISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of BISD employees and shall not be considered in any manner to be BISD employees.

5. INSURANCE

CITY shall provide insurance coverage of officers. CITY shall also provide, during the term of this Agreement, worker's compensation insurance including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement.

6. AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of 2024-25 fiscal year. BISD shall have no liability for payment of any money for services performed after the end of this Agreement.

7. TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving ninety (90) days written notice of termination to the other party. Payments made to CITY by BISD prior to termination shall be non-refundable.

8. ASSIGNMENT

Neither party shall assign, transfer or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

9. WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

10. PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Johnson/Tarrant County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Johnson County, Texas.

11. NOTICES

Notices to BISD shall be deemed given when delivered in person to the Superintendent of Schools of BISD, or on the next business day after the mailing of said notice addressed to BISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 1160 SW Wilshire, Burleson, TX 76028.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to CITY by United States mail, certified or return receipt requested, and postage paid at 141 W. Renfro, Burleson, TX 76028.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

12. SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws; (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

13. ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

(Remainder of Page Intentionally Left Blank)

RESOLVED AND ENTERED into this the _____ day of _____, 2024, by the CITY OF BURLESON signing by and through its mayor duly authorized to execute this Agreement as approved by Burleson City Council on _____, 2024, and by the BURLESON INDEPENDENT SCHOOL DISTRICT, signing by and through its president duly authorized to execute this Agreement as approved by the BISD Board of Trustees on June 24, 2024.

CITY:

BISD:

By: _____
Chris Fletcher Date
Mayor, City of Burleson

By:  _____
Staci Eisner Date
President, BISD Board of Trustees

ATTEST

ATTEST

Amanda Campos
City Secretary, City of Burleson

 _____
Jerri McNair
Secretary, BISD Board of Trustees

Approved as to Form:

By: _____
Matt Ribitzki
Deputy City Attorney

Exhibit A

BISD Costs for SRO Services

Fiscal 2024-25

Officer	2024-25 Step Grade	Salary and Benefits	BISD Costs
Officer S. Bartlett	9	\$ 159,232	\$ 79,616
Officer T. Brown	9	159,232	79,616
Officer N. Grace	9	159,232	79,616
Officer M. Kellum	5	140,180	70,090
Officer K. Martin	9	159,232	79,616
Officer J. Orozco	4	136,672	68,336
Officer B. Meugniot	6	143,792	71,896
Officer B. Schaefer	9	159,232	79,616
Officer N. Thorne	9	159,232	79,616
Sergeant S. Henken	5	186,580	93,290
Sergeant C. Pilgrim	4	177,526	88,763
Salary and Benefits Sub Total:		\$ 1,740,142	\$ 870,071

Other Description (Quantity) Per Year	Per Item Cost	Total Cost for Items	BISD Costs
(11) Vehicle Replacement Contributions	\$ 22,510	\$ 247,610	\$ 123,805
(11) Vehicle Fuel/Maintenance	4,000	44,000	22,000
(11) Officer Training and Ammo	950	10,450	5,225
(11) Portable Radio Service Fee	700	7,700	3,850
(11) Mobile (vehicle mount) Radio Service Fee	700	7,700	3,850
(11) SRO Training Conference	1,250	13,750	6,875
(11) Officer Vest Replacements	240	2,640	1,320
Other Costs:	\$ 30,350	\$ 333,850	\$ 166,925

BISD Fiscal 2024-25 Total:

\$ 1,036,996

CSO Document Processing Form

Type of Document: Contract

Agenda Item Description:

Reference to Exhibit 3 (SRO Interlocal), two original documents that have both been signed by BISD board will be inter-officed to CSO for mayor to sign pending council approval. Both need to be signed by mayor with one original returned to Captain Randy Crum for delivery to BISD. CSO keeps the other original as part of files.

Attachments that are part of the final document: Exhibits

Contract start date: 10/1/2024

Terms of Contract:

One Year

Coordinate outside Signatures: Yes

Distribute outside organization: Yes

Deliver one fully executed original to Captain Crum who will hand deliver to BISD Admin building across street from PD. CSO keeps the other original as part of CoB files

File with County: N/A

Distribution needed after execution: Yes

Deliver one fully executed original to Captain Crum who will hand deliver to BISD Admin building across street from PD. CSO keeps the other original as part of CoB files

Staff Contact:

Captain Randy Crum

City Council Regular Meeting

DEPARTMENT: Human Resources

FROM: Cheryl Marthiljohni, Director of Human Resources

MEETING: October 7, 2024

SUBJECT:

Receive a report, hold a discussion, and give staff direction, on changes to the city's benefit plans for 2025. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

SUMMARY:

During the development of the FY24-25 budget, city management committed to include various benefit plan changes which will reduce annual expenditures in the city's self-funded health plan for this budget year. Staff anticipates a continued mixture in future years of plan design changes and employee premium increases that will be necessary to control costs and to ensure continued adequate reserve funding is available.

RECOMMENDATION:

Staff recommends changes to the benefit plans for 2025 that will better control costs.

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

Reviewed with Finance Committee on May 8, 2024, and August 7, 2024, and with the City Council on June 17, 2024, August 12, 2024, and September 9, 2024.

REFERENCE:

Not Applicable

FISCAL IMPACT:

Included in the overall budget for fiscal year 2024-2025 as presented.

STAFF CONTACT:

Cheryl Marthiljohni
Director of Human Resources
cmarthiljohni@burlesontx.com
817-426-9641



Health Fund & Benefit Plans

FY 2024-2025

Goal: Maintain a benefits plan for employees that is competitive in the marketplace while being financially responsible

Background

Presentation to Council on September 9th showed the need to act due to the health fund financials, including a deficit of \$750,505 and annual inflation estimates at 9%. The FY25 budget includes a 5% employee/employer increase to monthly premium structures for both health plans. However, if the city does nothing else, the 5-year funding forecast shows the deficit growing year over year and depleting the reserves in the fund, making it more challenging for the city and employees to absorb the financial impact.

Council’s direction at the September 9th meeting included:

- Staying self-funded vs. moving to a fully-insured plan
- Recognized that we needed to act due to funding gaps and to maintain a healthy fund balance
- Agreed with the cost saving measures, resulting in potential savings of \$204,700
 - Implement Naviguard (UHC) to help negotiate out of network charges
 - Remove Health Reimbursement Accounts (HRA) from Copay plan
 - Remove run-off insurance for Stop-Loss
 - Change short-term disability to a voluntary plan vs. funded by the city
- Continue to review options to offset expenditures while being aware of the impact to our employees
- Focus on saving strategies that have a potential of saving \$475k - \$557k of the total deficient \$750,505

In addition to Council’s direction, we continued to meet with employees, including the Benefits Committee members, which helped us in providing the “voice of the employee” on the various saving options being considered.

The city reviewed the following for additional saving options, while focusing on maintaining a competitive benefits package to retrain and attract employees:

- Consider additional monthly contribution changes to the premium rates for both health plans
 - Consider plan design changes for both HDHP and Copay plan
 - Lower employer paid contributions for the Health Savings Account (HSA)
 - Consider adding additional prescription drugs to the current RX Pre-Authorization program

Potential impact to employees

Options	Potential Impact to employees (High-Mid-Low)*
Short-term disability becomes a voluntary benefit	Low
Health Reimbursement Removal (co-pay)	Low
Adding more drugs to the prior RX authorization	Low
Lowering Health Savings Account (HSA) contributions	Mid
Plan design changes	High
10% Monthly Premium increases	High

High = affects greater number of employees (estimate of #377 employees)

Mid = affects a large group enrolled in the HDHP (estimate of #282 employees)

Low – affects small group (less than #50 employees)

**potential impact is looking at a larger group of employees; however, one individual could see a larger impact based upon their circumstances*

Benefit Plan Changes = \$180,509 Potential Savings

			Current		Proposed Plan Changes	
Benefits			UHC		UHC	
			HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)
Network Name			Choice Network	Choice Network	Choice Network	Choice Network
			In Network Only	In Network Only	In Network Only	In Network Only
Coinsurance			90%	80%	80%	80%
Individual Deductible			\$3,200	\$2,000	\$3,500	\$2,500
Family Deductible			\$5,600	\$4,000	\$7,000	\$5,000
Individual Out-of-Pocket			\$5,000	\$4,000	\$5,000	\$4,000
Family Out-of-Pocket Max			\$10,000	\$8,000	\$10,000	\$8,000
Physician Office Copay			90% after ded.	\$25 copay	80% after ded.	\$25 copay
Specialist Office Copay			90% after ded.	\$50 copay	80% after ded.	\$50 copay
Urgent Care Copay			90% after ded.	\$50 copay	80% after ded.	\$50 copay
Emergency Room Copay			90% after ded.	\$250 copay	80% after ded.	\$250 copay
Hospital						
Inpatient			90% after ded.	80% after ded.	80% after ded.	80% after ded.
Outpatient			90% after ded.	80% after ded.	80% after ded.	80% after ded.

5% Increase for Employee Health Care Premiums

Accounted for in FY25 Budget

HDHP Plan	Current Monthly Employee Premiums	Proposed Increase to Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$44.42	\$46.64	\$2.22	\$1.11
Employee + Spouse	\$155.16	\$162.92	\$7.76	\$3.88
Employee + Child(ren)	\$84.76	\$89.00	\$4.24	\$2.12
Employee + Family	\$238.16	\$250.07	\$11.91	\$5.95

CoPay Plan	Current Monthly Employee Premiums	Proposed Increase to Monthly Premiums (Non-Wellness Rate)	Monthly Increase	Per Pay Period Increase
Employee Only*	\$87.98	\$92.38	\$4.40	\$2.20
Employee + Spouse	\$457.54	\$480.42	\$22.88	\$11.44
Employee + Child(ren)	\$303.56	\$318.74	\$15.18	\$7.59
Employee + Family	\$734.70	\$771.44	\$36.74	\$18.37

*Health Premium Discount increases from \$44.42 to \$46.64

10% Increase for Employee Health Care Premiums

Savings Potential: \$34,774

HDHP Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$44.42	\$48.86	\$4.44	\$2.22
Employee + Spouse	\$155.16	\$170.68	\$15.52	\$7.76
Employee + Child(ren)	\$84.76	\$93.24	\$8.48	\$4.24
Employee + Family	\$238.16	\$261.98	\$23.82	\$11.91

CoPay Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$87.98	\$96.78	\$8.80	\$4.40
Employee + Spouse	\$457.54	\$503.29	\$45.75	\$22.88
Employee + Child(ren)	\$303.56	\$333.92	\$30.36	\$15.18
Employee + Family	\$734.70	\$808.17	\$73.47	\$36.74

*Health Premium Discount increases from \$44.42 to \$48.86

Option A

Option	Savings
Identified Savings*	\$204,770
Plan Design Change	\$180,509
Reduce HSA \$750/\$1500	\$110,000
RX Prior Authorization	\$62,250
TOTAL	\$557,529

Option B

Option	Savings
Identified Savings*	\$204,770
Plan Design Change	\$180,509
Reduce HSA \$850/\$1700	\$66,000
Rx Prior Authorization	\$62,250
TOTAL	\$513,529

Option C**

Option	Savings
Identified Savings*	\$204,770
Plan Design Change	\$180,509
10% Premium	\$34,774
Reduce HSA \$750/\$1500	\$90,000
TOTAL	\$510,053

Option D

Option	Savings
Identified Savings*	\$204,770
Plan Design Change	\$180,509
10% Premium	\$34,774
Rx Prior Authorization	\$62,250
TOTAL	\$482,303

Option E**

Option	Savings
Identified Savings*	\$204,770
Plan Design Change	\$180,509
10% Premium	\$34,774
Reduce HSA \$850/\$1700	\$46,000
TOTAL	\$466,053

- **No** additional premium changes other than the 5% budgeted
- HDHP - HSA reduced \$250 for individual/\$500 for family
- Add more drugs to RX Prior Authorization

- **No** additional premium changes other than the 5% budgeted
- **HDHP - HSA reduced \$150 for individual/\$300 for family**
- Add more drugs to RX Prior Authorization

- Additional premium increase by 5%
- HDHP - HSA reduced \$250 for individual/\$500 for family but, paid out all upfront in January.

- Additional premium increase by 5%
- Add more drugs to RX Prior Authorization

- Additional premium increase by 5%
- HDHP - HSA reduced \$150 for individual/\$300 for family but, paid out all upfront in January.

*amount already identified

** HSA contribution paid in full in January

Employee Feedback

- Consider adding the new drugs to the RX prior authorization list vs. making a larger reduction from the Health Savings Account (HSA) employer contribution.
- Do not make drastic plan design changes
- Rather see the Health Savings Account (HSA) employer contribution not be reduced; however, recognize that raising the monthly contribution impacts all employees

From the options presented, Benefits Committee members selected Option B

City Recommendation

❖ Option B:

- ❖ Plan design changes
- ❖ No additional premium changes other than the 5% budgeted
- ❖ Health Savings Account employer contribution reduced by \$150 for individual/\$300 for family
- ❖ Add more prescription drugs to RX Prior Authorization

Potential Savings: \$513,529

Option B	Savings
Identified Savings*	\$204,770
Plan Design Change	\$180,509
Reduce HSA \$850/\$1700	\$66,000
Rx Prior Authorization	\$62,250
TOTAL	\$513,529

Council Decision



Approve
Recommended
Direction



Decline
Recommended
Direction

Next Steps



EMPLOYEE BENEFIT EDUCATION
MEETINGS SCHEDULED IN OCTOBER



2025 ANNUAL BENEFITS ENROLLMENT
NOVEMBER 2024



BENEFITS PLAN YEAR BEGINS
JANUARY 1, 2025



Questions?



Backup Slides



Health Fund & Benefit Plans

FY 2024-2025

Goal: Maintain a benefits plan for employees that is competitive in the marketplace while being financially responsible

McGriff Benefits



Core Team

Lance Pendley

Senior Vice Present – Employee Benefits

Niki Ross, CGBA

Senior Account Manager

About McGriff

- Founded over 100 years ago – serving employers with Risk Management Insurance and Employee Benefits Consulting services
- Part of network of six complementary organizations that make up Truist Insurance Holdings; one of the largest insurance advisory firms in the U.S. and world
- Robust market presence and exceptional public entity experience; premier relationships with major insurance companies and health services providers
- Commitment to the local communities we serve with more than 120 locations across 22 states

FY24-25 Projected Health Fund



Revenues

Category	Projection
City Premiums	\$4,892,067
Employee Premiums	\$855,650
Other Revenues	\$792,385
TOTAL	\$6,540,102

Expenditures

Category	Projection
Claims	\$5,626,371
Other Expenditures	\$1,664,236
TOTAL	\$7,290,607
Anticipated Funding Gap	(\$750,505)

FY25 Health Fund Projection

	FY 22-23 Actuals	FY 23-24 Adopted	FY 23-24 Revised	FY 23-24 Year-End	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
Beginning Fund Balance	\$3,826,214	\$ 3,462,577	\$3,462,577	\$ 3,462,577	\$ 3,530,219	\$ 2,779,714	\$ 1,700,060	\$ 248,552	\$ (1,622,010)
Health and Dental Premium- City	\$ 4,930,372	\$ 5,094,499	\$ 5,094,499	\$ 5,203,207	\$ 4,892,067	\$ 5,136,670	\$ 5,393,504	\$ 5,663,179	\$ 5,946,338
Health and Dental Premium- Other	\$ 606,260	\$ 562,401	\$ 562,401	\$ 727,900	\$ 855,650	\$ 898,433	\$ 943,354	\$ 990,522	\$ 1,040,048
Other Revenues	\$ 1,220,978	\$ 709,000	\$ 709,000	\$ 979,941	\$ 792,385	\$ 832,004.25	\$ 873,604	\$ 917,285	\$ 963,149
Total Revenues	\$6,757,610	\$ 6,365,900	\$6,365,900	\$ 6,911,048	\$ 6,540,102	\$ 6,867,107	\$ 7,210,462	\$ 7,570,986	\$ 7,949,535
Claims	\$ 5,339,794	\$ 4,815,000	\$ 4,815,000	\$ 4,815,000	\$ 5,626,371	\$ 6,132,744	\$ 6,684,691	\$ 7,286,314	\$ 7,942,082
Other Expenditures*	\$ 1,781,452	\$ 2,051,688	\$ 2,051,688	\$ 2,028,406	\$ 1,664,236	\$ 1,814,017	\$ 1,977,279	\$ 2,155,234	\$ 2,349,205
Plan Design Changes					\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$7,121,247	\$ 6,866,688	\$6,866,688	\$ 6,843,406	\$ 7,290,607	\$ 7,946,762	\$ 8,661,970	\$ 9,441,547	\$ 10,291,287
Net revenue (loss)	\$ (363,637)	\$ (500,788)	\$ (500,788)	\$ 67,642	\$ (750,505)	\$ (1,079,655)	\$ (1,451,508)	\$ (1,870,562)	\$ (2,341,752)
Ending Fund Balance	\$3,462,577	\$ 2,961,789	\$2,961,789	\$ 3,530,219	\$ 2,779,714	\$ 1,700,060	\$ 248,552	\$ (1,622,010)	\$ (3,963,762)
FB % to Expenditures	48.62%	43.13%	43.13%	51.59%	38.13%	21.39%	2.87%	-17.18%	-38.52%
City Contributions		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Employee Contributions		0.00%	0.00%	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%

Multi-year approach

1st year – offset expenditures by \$550K

Minimum proposed by city – results will continue to show a deficient fund balance



2nd and 3rd year – expect 9% health care cost increase each year.

Manage health fund to offset expenditures



Ongoing – expect increases and changes to offset expenditures

Addressing Funding Gap

- RFP for fully-insured
- Consider monthly contribution changes
- Consider plan design changes for both HDHP and Copay plan
- Change short-term disability to a voluntary plan vs. funded by the city
- Lower Health Savings Account (HSA) employer paid contributions
- Consider adding additional prescription drugs to RX Pre-Authorization
- Focus on maintaining competitive benefits to retain and attract employees

RFP Summary

- Requested Fully-Insured Proposals for Medical, Dental & Vision
 - Compared Fully-Insured Proposals to current funded rates/costs associated with administering a Self-Funded plan
 - Factored in run out cost to move from Self-Funded to Fully-Insured
 - No issues with current Self-Funded relationship with UnitedHealthcare
- Received 5 Fully-Insured Medical Proposals
- Received 7 Fully-Insured Dental & Vision Proposals

Current			Self-Funded Renewal		Proposed		Proposed		Proposed		Proposed	
Benefits	UHC		UHC		UHC		Aetna		BCBS		Cigna	
	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)
Network Name	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Elect Choice In Network Only	Elect Choice In Network Only	Open Access Plus In Network	Open Access Plus In Network	Open Access Plus In Network Only	Open Access Plus In Network Only
Coinsurance	90%	80%	90%	80%	100%	80%	90%	80%	90%	80%	90%	80%
Individual Deductible	\$3,200	\$2,000	\$3,200	\$2,000	\$3,200	\$2,000	\$3,200	\$2,000	\$3,300	\$2,000	\$3,300	\$2,000
Family Deductible	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$6,600	\$4,000
Individual Out-of-Pocket Maximum	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000
Family Out-of-Pocket Max	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000
Physician Office Copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	100% after ded.	\$25 copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay
Specialist Office Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	100% after ded.	\$35/\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay
Urgent Care Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	100% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay
Emergency Room Copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay	100% after ded.	\$250 copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay + 80% after ded.	90% after ded.	\$250 copay
Hospital Inpatient Outpatient	90% after ded. 90% after ded.	80% after ded. 80% after ded.	90% after ded. 90% after ded.	80% after ded. 80% after ded.	100% after ded. 100% after ded.	80% after ded. 80% after ded.	90% after ded. 90% after ded.	80% after ded. 80% after ded.	90% after ded. 90% after ded.	80% after ded. 80% after ded.	90% after ded. 90% after ded.	80% after ded. 80% after ded.
Prescription Retail - (30 day supply)												
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$5 copay after ded.	\$5 copay
Tier 2	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay
Tier 3	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay
Tier 4	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay
Mail Order												
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$10 copay after ded.	\$10 copay
Tier 2	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$87.50 copay after ded.	\$87.50 copay	\$70 copay after ded.	\$70 copay
Tier 3	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$175 copay after ded.	\$175 copay	\$140 copay after ded.	\$140 copay
Rates	HS HR	Current Rates	Current Rates	Renewal Rates	Renewal Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates
Employee Only	132 44	\$657.29	\$902.83	\$723.02	\$993.11	\$724.72	\$883.46	\$783.90	\$1,116.78	\$768.70	\$861.98	\$657.29
Employee + Spouse	26 9	\$1,446.05	\$1,986.22	\$1,590.66	\$2,184.84	\$1,753.82	\$2,137.97	\$1,724.58	\$2,456.90	\$1,691.15	\$1,896.35	\$1,446.05
Employee + Child	50 17	\$1,117.41	\$1,534.82	\$1,229.15	\$1,688.30	\$1,311.74	\$1,599.06	\$1,332.64	\$1,898.53	\$1,306.80	\$1,465.36	\$1,117.41
Employee + Family	74 25	\$2,037.63	\$2,798.78	\$2,241.39	\$3,078.66	\$2,413.32	\$2,491.92	\$2,430.11	\$3,462.01	\$2,330.63	\$2,672.13	\$2,037.63
Monthly Total	282 95	\$331,014.70	\$153,661.94	\$364,116.17	\$169,028.13	\$385,435.04	\$147,595.99	\$400,575.00	\$164,725.00	\$383,244.92	\$146,708.64	\$331,014.70
Annual Total		\$3,972,176.40	\$1,843,943.28	\$4,369,394.04	\$2,028,337.61	\$4,625,220.48	\$1,771,151.88	\$4,806,900.00	\$1,976,700.00	\$4,598,939.04	\$1,760,503.68	\$3,972,176.40
Combined Annual Total		\$5,816,119.68		\$6,397,731.65		\$6,396,372.36		\$6,998,280.00		\$6,359,442.72		\$5,816,119.68
\$ Over Current		-		\$581,611.97		\$580,252.68		\$1,182,160.32		\$543,323.04		\$0.00
% Over Current		-		10.00%		9.98%		20.33%		9.34%		0.00%
Total w/ credit		-		\$6,397,731.65		\$6,396,372.36		\$6,998,270.00		\$6,259,442.72		\$5,700,119.68
IBNR								\$1,250,000				
Total w/ IBNR		-		-		\$7,646,372.36		\$8,248,270.00		\$7,509,442.72		\$6,950,119.68
\$ Over Renewal		-		-		\$1,248,640.71		\$1,850,538.35		\$1,111,711.07		\$552,388.03
% Over Renewal		-		-		19.52%		28.92%		17.38%		8.63%

Notes:

McGriff using 10% projected increase to self funded health plan

Rates for retirees are different than above - annual cost for current enrollment on HSA is \$195,504, HRA is \$19,176 - totals included in Combined annual total
Additional 2.5% discount if bundled with dental and vision
Narrow Network options THA reduced premiums
Non-Preferred generics are considered Tier 2

Additional 1.5% reduction in premium if bundled with dental and vision

Both plan designs would include out of network coverage, unless you moved to the Blue Essentials plan

Site of care, redirection of network

Disclaimer:

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

		Current		Self-Funded Renewal		Proposed			Proposed			Proposed		
Benefits		UHC		UHC		Curative			Curative			Curative		
		HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	EPO Plan			PPO Plan			PPO+ Plan		
Network Name		Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Curative	In-Network	Out-of-Network	Curative	In-Network	Out-of-Network	Curative	In-Network	Out-of-Network
Coinsurance		90%	80%	90%	80%	100%	Med -80% Rx - 75%	N/A	100%	Med -80% Rx - 75%	80%	100%	Med -80% Rx - 85%	80%
Individual Deductible		\$3,200	\$2,000	\$3,200	\$2,000	\$0	\$5,000	N/A	\$0	\$5,000	\$10,000	\$0	\$5,000	\$5,000
Family Deductible		\$5,600	\$4,000	\$5,600	\$4,000	\$0	\$10,000		\$0	\$10,000	\$20,000	\$0	\$10,000	\$10,000
Individual Out-of-Pocket Maximum		\$5,000	\$4,000	\$5,000	\$4,000	\$0	\$7,500		\$0	\$7,500	\$15,000	\$0	\$7,500	\$7,500
Family Out-of-Pocket Max		\$10,000	\$8,000	\$10,000	\$8,000	\$0	\$15,000		\$0	\$15,000	\$30,000	\$0	\$15,000	\$15,000
Physician Office Copay		90% after ded.	\$25 copay	90% after ded.	\$25 copay	\$0	\$25 copay	N/A	\$0	\$25 copay	\$50 copay	\$0	\$25 copay	\$50 copay
Specialist Office Copay		90% after ded.	\$50 copay	90% after ded.	\$50 copay	\$0	\$50 copay	N/A	\$0	\$50 copay	\$100 copay	\$0	\$50 copay	\$100 copay
Urgent Care Copay		90% after ded.	\$50 copay	90% after ded.	\$50 copay	\$0	80% after ded	N/A	\$0	80% after ded	80% after ded	\$0	80% after ded	80% after ded
Emergency Room Copay		90% after ded.	\$250 copay	90% after ded.	\$250 copay	\$0	80% after ded	N/A	\$0	80% after ded	80% after ded	\$0	80% after ded	80% after ded
Hospital														
Inpatient		90% after ded.	80% after ded.	90% after ded.	80% after ded.	100% cov after baseline	80% after ded	N/A	100% cov after baseline	80% after ded	80% after ded	100% cov after baseline	80% after ded	80% after ded
Outpatient		90% after ded.	80% after ded.	90% after ded.	80% after ded.	100% cov after baseline	80% after ded	N/A	100% cov after baseline	80% after ded	80% after ded	100% cov after baseline	80% after ded	80% after ded
Prescription						Copay applies after deductible has been met			Copay applies after deductible has been met			Copay applies after deductible has been met		
Retail - (30 day supply)														
Tier 1		\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded
Tier 2		\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded
Tier 3		\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$50/\$250 copay	\$100 copay after ded	80% after ded	\$50/\$250 copay	\$100 copay after ded	80% after ded	\$50/\$250 copay	\$100 copay after ded	80% after ded
Tier 4		\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded
Mail Order														
Rates		HS	HR	Current Rates	Current Rates	Renewal Rates	Renewal Rates	Proposed Rates	Proposed Rates			Proposed Rates		
Employee Only		132	44	\$657.29	\$902.83	\$723.02	\$993.11	\$663.92	\$781.38			\$857.98		
Employee + Spouse		26	9	\$1,446.05	\$1,986.22	\$1,590.66	\$2,184.84	\$1,460.61	\$1,719.03			\$1,887.54		
Employee + Child		50	17	\$1,117.41	\$1,534.82	\$1,229.15	\$1,688.30	\$1,128.66	\$1,328.35			\$1,458.56		
Employee + Family		74	25	\$2,037.63	\$2,798.78	\$2,241.39	\$3,078.66	\$2,058.14	\$2,422.27			\$2,659.73		
Monthly Total		282	95	\$331,014.70	\$153,661.94	\$364,116.17	\$169,028.13	\$447,347.35	\$526,493.11			\$578,105.17		
Annual Total				\$3,972,176.40	\$1,843,943.28	\$4,369,394.04	\$2,028,337.61	\$5,368,168.20	\$6,317,917.32			\$6,937,262.04		
Combined Annual Total				\$5,816,119.68		\$6,397,731.65		\$5,368,168.20	\$6,317,917.32			\$6,937,262.04		
\$ Over Current				-		\$581,611.97		(\$447,951.48)	\$501,797.64			\$1,121,142.36		
% Over Current				-		10.00%		-7.70%	8.63%			19.28%		
Total w/ credit				\$5,816,119.68		\$6,397,731.65		\$5,318,168.20	\$6,267,917.32			\$6,887,262.04		
IBNR								\$1,250,000.00						
Total w/ IBNR				-		-		\$6,568,168.20	\$7,517,917.32			\$8,137,262.04		
% Over Renewal				-		-		2.66%	17.51%			27.19%		

Notes: McGriff using 10% projected increase to self funded health plan

Disclaimer:
The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Fully vs Self-Insured Plans Differences

Item	Fully-Insured	Self-Insured
Plans defined	Employers pay fixed premiums to an insurance carrier that handles all the insurance claims including taking on the risk of claims. Premiums are determined by the carrier based on employee count, projected cost and benefit levels.	Employers use their own money to cover employees' claims contracting with a third-party administrator (TPA) for plan administration and claims processing. Employers also pay a stop loss carrier to insure the health plan against large claims.
Pros	<ul style="list-style-type: none"> • Predictability of cost each month, regardless of actual health care costs • Ease of administration for employer - insurance company handles all claims processing, benefits administration, and compliance/reporting • Reduced risk to employer - insurance company assumes all risks related to health care claims • Employers have limited fiduciary responsibility 	<ul style="list-style-type: none"> • Flexibility and customization in plan design, networks, and premium structure • Improved cash flow • Cost savings - Employers retain monies in low claims years to plan for higher claims years and other expected increases in the future, no state insurance taxes • Expanded reporting capability
Cons	<ul style="list-style-type: none"> • Higher cost in the long term - premiums include the insurance company's overhead and profit margins, and premiums can increase at renewal each year (employer has no control into increases employees will experience) • Less flexibility - employers cannot customize plan options and benefits • No cash flow advantage to employer 	<ul style="list-style-type: none"> • Increased financial risk • Cost are not predictable • Greater fiduciary responsibility (employers have obligation being "guardians" of the funds) • More time commitment for employer for plan administration and compliance

McGriff's Recommendation after RFP Analysis

Remain as a Self-Funded plan vs.
moving to Fully-Insured.



Market Benchmarking

2024 Municipality Benchmarking	
City of Arlington	Self-Funded
City of Burleson	Self-Funded
City of Cedar Hill	Self-Funded
City of Cleburne	Fully-Insured
City of Coppell	Self-Funded
City of Euless	Self-Funded
City of Fort Worth	Self-Funded
City of Grand Prairie	Self-Funded
City of Hurst	Self-Funded
City of Keller	Self-Funded
City of Mansfield	Self-Funded
City of Midlothian	Fully-Insured*
City of North Richland Hills	Self-Funded
City of Waxahachie	Fully-Insured
The Colony	Fully-Insured

*reviewing moving to self-funded next year

14 Cities (not including Burleson)
10 = Self-Funded
3 = Fully-Insured
1 = current fully-insured but, looking to change to self-funded

Peer City Benchmark

Benefits	City of Burleson Self Funded UHC				City of Arlington Self-Funded UHC				City of Cedar Hill Self-Funded UHC				City of Cleburne Fully-Insured Aetna								City of Coppell Self Funded UMR	
	HDHP/HSA (EPO)		HRA/Copay (EPO)		HDHP/HSA		EPO		HDHP/HSA Plan		Catastrophic Plan		HDHP/HSA Plan THA Option		Catastrophic Plan THA Option		HRA					
	In-Network Only		In-Network Only		In-Network Only		In-Network Only		In-Network Only		In-Network Only		In-Network Only		In-Network Only		In-Network Only					
Coinsurance	90%		80%		90%		80%		80%		50%		80%		50%		80%		50%		80%	
Deductible	\$3,200/\$5,600		\$2,000/\$4,000		\$2,250/\$4,500		\$1,750/\$3,500		\$3,000/\$6,000		\$5,000/\$10,000		\$3,000/\$6,000		\$3,000/\$6,000		\$5,000/\$10,000		\$5,000/\$10,000		\$10,000/\$20,000	
Out-of-Pocket Maximum	\$5,000/\$10,000		\$4,000/\$8,000		\$6,000/\$12,000		\$6,000/\$12,000		\$5,000/\$10,000		\$10,000/\$20,000		\$5,000/\$10,000		\$6,000/\$12,000		\$17,000/\$34,000		\$6,600/\$13,200		\$30,000/\$60,000	
Prescription Drugs																						
Retail - 30 day																						
Generic	\$0 copay after ded.		\$0 copay				15% max of \$25		\$10 copay after ded.		\$10 copay		\$10 copay after ded.		\$10 copay		\$10 copay after ded.		\$10 copay after ded.		\$10 copay	
Preferred Brand	\$35 copay after ded.		\$35 copay				25% max of \$125		\$35 copay after ded.		\$35 copay		\$40 copay after ded.		\$40 copay		\$40 copay after ded.		\$40 copay after ded.		\$40 copay	
Non Preferred	\$70 copay after ded.		\$70 copay		90% after ded.		40% after ded.		\$60 copay after ded.		\$60 copay		\$85 copay after ded.		\$85 copay		\$85 copay after ded.		\$85 copay after ded.		\$85 copay	
Specialty	\$200 copay after ded.		\$200 copay				50% after ded.		\$60 min/\$200 max after ded.		80% \$60 min/\$200 max		\$200 copay after ded.		\$200 copay		\$200 copay after ded.		\$200 copay after ded.		\$200 copay	
Rates																						
Employee Only	\$657.29		\$902.93		\$672.86		\$774.08		\$596.37		\$883.16		\$837.96		\$923.87		\$729.30		\$742.79		\$943.00	
Employee+Spouse	\$1,446.05		\$1,986.22		\$1,100.41		\$1,221.95		\$1,192.73		\$1,589.67		\$1,886.34		\$2,079.72		\$1,641.72		\$1,672.07		\$1,807.00	
Employee+Child(ren)	\$1,117.41		\$1,534.82		\$1,394.80		\$1,548.84		\$1,073.46		\$1,501.36		\$1,466.96		\$1,616.18		\$1,276.72		\$1,300.34		\$1,509.00	
Employee+Family	\$2,037.63		\$2,798.78		\$1,958.64		\$2,174.98		\$1,669.83		\$2,296.20		\$1,313.74		\$2,550.91		\$2,013.69		\$2,050.93		\$2,415.00	
Employee Cost	Wellness		Non-Wellness		Wellness		Non-Wellness															
Employee Only	\$0.00		\$44.42		\$43.56		\$87.98		\$74.17		\$111.93		\$12.97		\$143.01		\$0.00		\$41.28		\$0.00	
Employee+Spouse	\$110.74		\$155.16		\$413.11		\$457.53		\$94.73		\$214.89		\$152.91		\$343.02		\$362.06		\$455.66		\$302.36	
Employee+Child(ren)	\$40.34		\$84.76		\$259.14		\$303.56		\$173.72		\$333.52		\$134.30		\$323.97		\$217.22		\$289.98		\$181.40	
Employee+Family	\$193.74		\$238.16		\$690.28		\$734.70		\$226.48		\$450.82		\$690.28		\$226.68		\$495.43		\$509.68		\$624.52	
HSA/HRA Contributions	\$1,000/year (in 2 payments) single coverage, \$2,000/year (in 2 payments) family coverage		\$1,000/year (in 2 payments) single coverage, \$2,000/year (in 2 payments) family coverage		No contributions		\$950 annually single coverage \$1,800 annually family coverage		\$41.67/pay period single coverage (\$1,000 annual) \$83.33/pay period family coverage (\$2,000 annual)		None		\$41.67/pay period single coverage (\$1,000 annual) \$83.33/pay period family coverage (\$2,000 annual)		None		\$500 FT/\$250 PT					
Opt Out Benefit	\$200/month with written proof		No Opt Out Benefit Listed		Spouses eligible for coverage under their own employers are not eligible for coverage		\$75/pay period with proof (\$1,800 annually)															
Notes																						

Benefits	City of Euless Self Funded UHC		City of Fort Worth Self Funded Aetna			City of Grand Prairie Self Funded BCBS		City of Hurst Self Funded Cigna		City of Keller Self Funded BCBS				City of North Richland Hills Self Funded UHC					
	Tier 1	Nexus	Health Center Plan (HCP)		Consumer Choice Plan (CCP) HDHP	HDHP	EPO	HDHP	EPO/HRA	HDHP		HDHP/EPO	HRA/EPO	EPO					
	In-Network Only	In-Network Only	In-Network Only		In-Network Only	In-Network Only	In-Network Only	In-Network Only	In-Network Only	In-Network Only	Out-of-Network	In-Network	In-Network	In-Network					
Coinsurance	80%	70%	80%		80%	80%	80%	80%	80%	80%	60%	100%	80%/90%	80%/90%					
Deductible	\$1,800/\$3,600		\$1,500/\$3,000		\$3,200/\$5,400	\$3,200/\$6,400	\$1,500/\$3,000	\$2,500/\$5,000	\$1,500/\$3,000	\$1,700/\$3,400	\$2,250/\$4,500	\$3,500/\$7,000	\$3,000/\$6,000	\$2,000/\$4,000					
Out-of-Pocket Maximum	\$4,800/\$9,600		\$6,000/\$12,000		\$6,550/\$13,000	\$6,000/\$12,000	\$6,000/\$12,000	\$4,550/\$9,000*	\$4,000/\$11,700	\$3,250/\$6,500	\$8,500/\$17,000	\$3,500/\$7,000	\$6,000/\$12,000	\$4,000/\$8,000					
Prescription Drugs							\$100/Ind Ded. \$300/Fam Ded.		\$1,00 /Ind OOP \$2,000/Fam OOP										
Retail - 30 day																			
Generic	\$10 Copay		20% after ded. \$10 min/\$30 max		20% after ded. *		\$10 copay		\$15 copay	\$10 copay after ded.			\$10 copay	\$10 copay					
Preferred Brand	15%/\$35 min, \$125 max		20% after ded. \$30 min/\$50 max		20% after ded. **		\$40 copay		\$40 copay	\$35 copay after ded.			\$35 copay	\$35 copay					
Non Preferred	15%/\$35 min, \$350 max		20% after ded. \$50 min/\$75 max		20% after ded.	20% after ded.	\$65 copay	20% after ded.	\$70 copay	\$60 Copay after ded.		100% after ded.	\$70 copay	\$70 copay					
Specialty	15%/\$35 min, \$500 max		20% after ded. \$200 max		Not Covered		\$150 copay		20% up to \$500	-			\$100 copay	\$100 copay					
Rates																			
Employee Only			\$751.12		\$645.08	\$300.00	\$328.50	\$973.32	\$1,062.16	\$854.28		\$708.11	\$732.11	\$744.40					
Employee+Spouse			\$1,858.71		\$1,586.53	\$660.50	\$723.00	\$1,709.20	\$1,907.68	\$1,782.36		\$1,487.03	\$1,537.42	\$1,563.23					
Employee+Child(re n)			\$1,337.27		\$1,142.41	\$600.50	\$657.00	\$1,423.47	\$1,578.74	\$1,620.59		\$1,372.07	\$1,418.57	\$1,442.28					
Employee+Family			\$2,412.51		\$2,057.27	\$960.50	\$1,051.50	\$2,159.50	\$2,426.14	\$2,131.46		\$2,284.53	\$2,361.95	\$2,401.60					
Employee Cost	Wellness	Non-Wellness	MHA + Phys + TOB	MHA + Phys or TOB	None	MHA + Phys + TOB	MHA + Phys or TOB	None				Band 1	Band 2	Band 3	Band 4				
Employee Only	\$175.24	\$235.24	\$110.74	\$160.74	\$210.74	\$0.00	\$50.00	\$100.00	\$35.00	\$85.00	\$25.00	\$75.00	\$25.63	\$29.05	\$35.03	\$45.28	\$16.00	\$0.00	\$71.00
Employee+Spouse	\$372.36	\$432.36	\$547.92	\$597.92	\$647.92	\$371.60	\$421.60	\$471.60	\$210.00	\$340.00	\$50.00	\$100.00	\$258.44	\$315.48	\$399.25	\$509.75	\$260.00	\$228.00	\$351.00
Employee+Child(re n)	\$459.98	\$579.98	\$408.81	\$458.81	\$508.81	\$266.10	\$316.10	\$366.10	\$125.00	\$245.00	\$50.00	\$100.00	\$178.26	\$226.88	\$299.81	\$403.53	\$202.00	\$170.00	\$270.00
Employee+Family	\$591.40	\$711.40	\$766.52	\$816.52	\$866.51	\$527.41	\$607.41	\$657.41	\$345.00	\$485.00	\$50.00	\$100.00	\$321.85	\$383.66	\$475.32	\$603.20	\$370.00	\$322.00	\$547.00

HSA/HRA Contributions

No Contributions

No Contributions

\$540 annually for single coverage, \$1,000 annually for family coverage

No Contributions

\$1,000 annually for single coverage, \$2,000 enrollment tier for family coverage

\$200 annually regardless of coverage

\$500 annually for single coverage, \$1,000 for family coverage

\$600 annually for single and family coverage

No contributions

Opt Out Benefit

No Opt Out Benefit Listed

No Opt Out Benefit Listed

No Opt Out Benefit

No Opt Out Benefit

No Opt Out Benefit Listed

No Opt Out Benefit

*Certain generic maintenance meds covered at 100% ded. waived.

**Certain preferred preventative maintenance meds. are covered at 20% ded. waived.

\$30 monthly tobacco surcharge

\$6,550/individual in a family, premiums are based on a flat rate + a % of current pay rate

Band 1: \$50K, Band 2: \$50K-\$70K, Band 3: \$70K-\$100K, Band 4: \$100k+

\$50 non physical surcharge, \$50 tobacco surcharge, \$20 wellness premium deduction

Notes

Benefits	City of Mansfield				City of Midlothian				City of Waxahachie Fully Insured BCBS						The Colony Fully-Insured Cigna				
	Cigna				Cigna														
	HDHP/HSA Plan		Base Plan		Open Access Plus Base Plan		Open Access Plus Buy Up Plan		HDHP/HSA Plan		Base Plan PPO		Buy-Up Plan PPO		HDHP/HSA Plan	Local Plus HDHP/HSA	PPO	Local Plus PPO	
	In-Network	Out of Network	In-Network Only	Out of Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	In-Network	In-Network	In-Network	
Coinsurance	100%	70%	80%	60%	80%	50%	80%	50%	80%	60%	80%	60%	85%	50%	80%	80%	80%	80%	
Deductible	\$3,750/\$7,500	\$7,500/\$15,000	\$1,750/\$3,500	\$3,500/\$7,000	\$3,000/\$6,000	\$7,500/\$15,000	\$1,500/\$3,000	\$5,000/\$15,000	\$3,200/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$6,000/\$12,000	\$1,250/\$2,500	\$1,500/\$3000	\$3,200/\$5,600	\$3,200/\$5,600	\$1,000/\$2,000	\$1,000/\$2,000	
Out-of-Pocket Maximum	\$3,750/\$7,500	\$9,375/\$18,750	\$3,000/\$6,000	\$6,000/\$12,000	\$7,150/\$14,300	\$15,000/\$30,000	\$7,150/\$14,300	\$10,000/\$20,000	\$6,000/\$12,000	\$12,000/\$24,000	\$5,000/\$10,000	\$10,000/\$20,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,400/\$10,800	\$5,400/\$10,800	\$4,000/\$8,000	\$4,000/\$8,000	
Prescription Drugs																			
Retail - 30 day																			
Generic	100% after ded.	40% after ded.	\$10 copay	40% after ded.	\$15 copay		\$15 copay				\$5 copay		\$5 copay				\$10 copay	\$10 copay	
Preferred Brand	100% after ded.	40% after ded.	\$30 copay	40% after ded.	\$35 copay		\$35 copay				\$38 copay	50% after copay	\$38 copay	50% after copay			\$30 copay	\$30 copay	
Non Preferred	100% after ded.	40% after ded.	\$45 copay	40% after ded.	\$70 copay	50% after ded.	\$70 copay	50% after ded.	80% after ded.	80% after ded.	\$60 copay		\$60 copay		20% after ded.	20% after ded.	\$60 copay	\$60 copay	
Specialty	-	-	-	-	Not Covered		Not Covered										-	-	
Rates																			
Employee Only									\$575.93		\$741.61		\$817.67		\$679.13		\$663.74	\$907.21	\$888.82
Employee+Spouse									\$1,526.92		\$1,965.08		\$2,166.19		\$1,426.43		\$1,394.17	\$1,905.41	\$1,866.86
Employee+Child(ren)									\$1,036.39		\$1,333.99		\$1,470.61		\$1,290.56		\$1,261.37	\$1,723.93	\$1,689.04
Employee+Family									\$1,808.06		\$2,326.77		\$2,564.85		\$2,037.86		\$1,991.81	\$2,722.13	\$2,667.09
Employee Cost																			
Employee Only	\$0.00		\$50.00						\$0.00		\$90.30		\$144.44		\$20.00		\$0.00	\$150.00	\$50.00
Employee+Spouse	\$162.00		\$270.00						\$322.35		\$702.27		\$853.71		\$340.00		\$300.00	\$550.00	\$400.00
Employee+Child(ren)	\$90.00		\$150.00						\$116.93		\$354.24		\$498.55		\$80.00		\$50.00	\$300.00	\$150.00
Employee+Family	\$250.00		\$400.00						\$440.07		\$874.27		\$1,034.38		\$490.00		\$410.00	\$650.00	\$520.00
HSA/HRA Contributions	\$2,000 annually for single coverage, \$4,000 annually for family coverage		No Contribution		No Contributions		No Contributions		\$750 annually self coverage, \$1,250 annually family coverage		No Contributions		No Contributions		\$750 annually for self coverage, \$1,500 annually for family coverage		\$1,000 annually for single coverage, \$2,000 annually for family coverage	No Contributions	
Opt Out Benefit	No Opt Out Benefit Listed				No Opt Out Benefit Listed				No Opt Out Benefit Listed				No Opt Out Benefit						
	\$50 wellness surcharge				2022-2023 data				-				Local Plus are limited networks. All 4 plans have out of network coverage (not listed)						

Recommend Benefit Changes

CITY INITIATED CHANGES:

- 5% Employee Medical Monthly Contribution Increase
- Implementing Naviguard with UHC*
- Remove Health Reimbursement Account (HRA with Copay Plan)*
- Remove roll-out insurance with Stop Loss (only needed if we were going fully-insured)*
- Move Short-Term Disability to a voluntary benefit vs. an employer paid benefit*

CARRIER INITIATED CHANGES:

- Vision premium increase of 2.5%

WHAT IS STAYING THE SAME:

- UHC network
- Health Premium Discount
- Medical Opt-Out benefit
- Long-Term Disability as an employer paid benefit
- EAP and Life Insurance plans – employer provided and optional coverages
- Dental plan design and coverage – no rate changes
- Vision plan design

*City initiated changes result in potential savings
\$204,700

Additional reductions still must be made

Other Benefit Changes

OTHER CITY ADDED BENEFITS:

- Adding employee voluntary pet insurance benefit
- Implementing a Catastrophic Leave Donation Program
- Adding 1 personal day
- Expanding telework and alternate work schedules where appropriate for certain departments/work groups
- Expanding Wellness Points program – increasing opportunities to volunteer for points

Disability Benefit - Market Benchmarking

2024 Municipality Benchmarking		
Municipality	STD	LTD
City of Arlington	Voluntary	Employer Paid
City of Cedar Hill	Voluntary	Employer Paid
City of Cleburne	Not Offered	Employer Paid
City of Coppell	Employer Paid	Employer Paid
City of Euless	Employer Paid	Employer Paid
City of Fort Worth	Voluntary	Voluntary
City of Grand Prairie	Not Offered	Employer Paid
City of Keller	Employer Paid	Employer Paid
City of Mansfield	Not Offered	Voluntary
City of Midlothian	Not Offered	Employer Paid
City of North Richland Hills	Not Offered	Employer Paid
City of Waxahachie	Voluntary	Employer Paid
The Colony	Not Offered	Employer Paid
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Short-term disability benefit - 13 Cities (does not include Burleson)

- 4 have as a Voluntary benefit
- 3 have as an Employer paid benefit
- 6 Do not offer

Long-term disability benefit - 13 Cities (does not include Burleson)

- 2 have as a Voluntary benefit
- 11 have as an Employer paid benefit

5% Increase for Employee Health Care Premiums

Accounted for in FY25 Budget

HDHP Plan	Current Monthly Employee Premiums	Proposed Increase to Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$44.42	\$46.64	\$2.22	\$1.11
Employee + Spouse	\$155.16	\$162.92	\$7.76	\$3.88
Employee + Child(ren)	\$84.76	\$89.00	\$4.24	\$2.12
Employee + Family	\$238.16	\$250.07	\$11.91	\$5.95

CoPay Plan	Current Monthly Employee Premiums	Proposed Increase to Monthly Premiums (Non-Wellness Rate)	Monthly Increase	Per Pay Period Increase
Employee Only*	\$87.98	\$92.38	\$4.40	\$2.20
Employee + Spouse	\$457.54	\$480.42	\$22.88	\$11.44
Employee + Child(ren)	\$303.56	\$318.74	\$15.18	\$7.59
Employee + Family	\$734.70	\$771.44	\$36.74	\$18.37

*Health Premium Discount increases from \$44.42 to \$46.64

10% Increase for Employee Health Care Premiums

Savings Potential: \$34,774

HDHP Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$44.42	\$48.86	\$4.44	\$2.22
Employee + Spouse	\$155.16	\$170.68	\$15.52	\$7.76
Employee + Child(ren)	\$84.76	\$93.24	\$8.48	\$4.24
Employee + Family	\$238.16	\$261.98	\$23.82	\$11.91

CoPay Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$87.98	\$96.78	\$8.80	\$4.40
Employee + Spouse	\$457.54	\$503.29	\$45.75	\$22.88
Employee + Child(ren)	\$303.56	\$333.92	\$30.36	\$15.18
Employee + Family	\$734.70	\$808.17	\$73.47	\$36.74

*Health Premium Discount increases from \$44.42 to \$48.86

VARIABLE OPTION Increase for Employee Health Care Premiums

Savings Potential: \$96,775

HDHP Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase	% INCREASE
Employee Only*	\$44.42	\$50.00	\$5.58	\$2.79	13%
Employee + Spouse	\$155.16	\$191.00	\$35.84	\$17.92	23.0%
Employee + Child(ren)	\$84.76	\$120.00	\$35.24	\$17.62	42%
Employee + Family	\$238.16	\$279.00	\$40.84	\$20.42	17%

CoPay Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase	% INCREASE
Employee Only*	\$87.98	\$110.00	\$22.02	\$11.01	25%
Employee + Spouse	\$457.54	\$518.00	\$60.46	\$30.23	13%
Employee + Child(ren)	\$303.56	\$364.00	\$60.44	\$30.22	20%
Employee + Family	\$734.70	\$805.00	\$70.30	\$35.15	10%

***Health Premium Discount increases from \$44.42 to \$50.00**

Benefit Plan Changes

Proposed plan design

	Current		Self-Funded Renewal		Option #1 - IRS Change		Option #2 - Deductible and		Option #3 - Deductible and OOP	
Benefits	UHC		UHC		UHC		UHC		UHC	
	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)
Network Name	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network
	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only
Coinsurance	90%	80%	90%	80%	90%	80%	80%	80%	80%	80%
Individual Deductible	\$3,200	\$2,000	\$3,200	\$2,000	\$3,300	\$2,000	\$3,500	\$2,500	\$4,000	\$3,000
Family Deductible	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$7,000	\$5,000	\$8,000	\$6,000
Individual Out-of-Pocket	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$6,500	\$6,000
Family Out-of-Pocket Max	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$13,000	\$12,000
Physician Office Copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	80% after ded.	\$25 copay	80% after ded.	\$25 copay
Specialist Office Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	80% after ded.	\$50 copay	80% after ded.	\$50 copay
Urgent Care Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	80% after ded.	\$50 copay	80% after ded.	\$50 copay
Emergency Room Copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay	80% after ded.	\$250 copay	80% after ded.	\$250 copay
Hospital										
Inpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.
Outpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.
Prescription										
Retail - (30 day supply)										
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay
Tier 2	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay
Tier 3	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay
Tier 4	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay
Mail Order										
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay
Tier 2	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay
Tier 3	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay

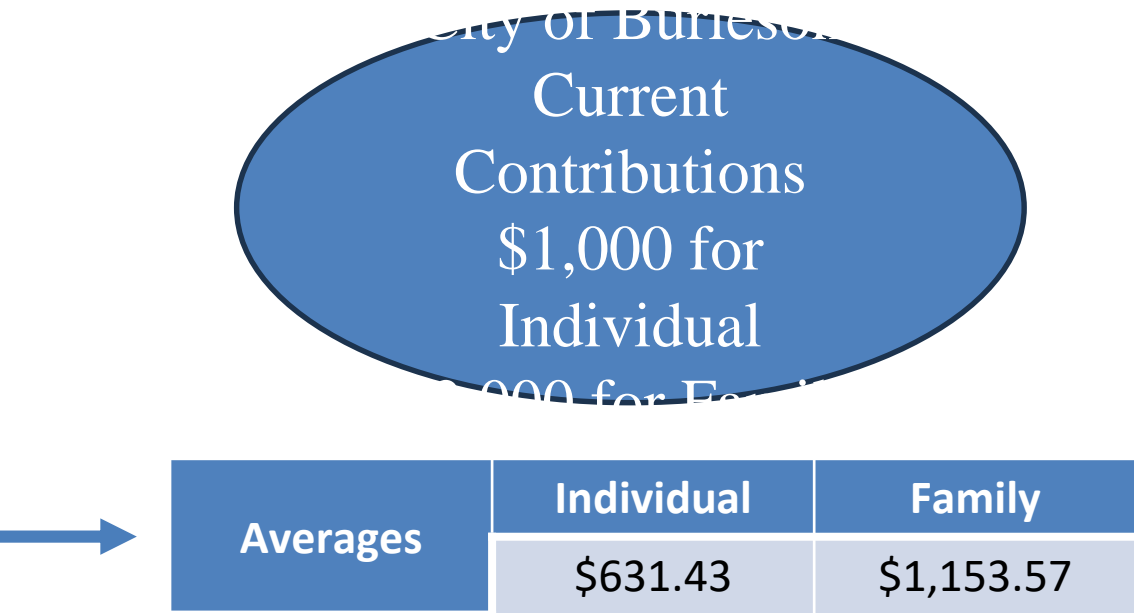
Option 2
\$180,509 Savings

Option 3
\$371,275 Savings

Health Savings Account (HSA) Contribution Amounts- Market Benchmarking

2024 Municipality Benchmarking		
Municipality	Individual Contribution	Family Contribution
City of Arlington	\$0	\$0
City of Cedar Hill	\$950	\$1,800
City of Cleburne*	\$1,000	\$2,000
City of Coppell	\$500	\$500
City of Euless	\$0	\$0
City of Fort Worth	\$540	\$1,000
City of Grand Prairie	\$0	\$0
City of Hurst	\$1,000	\$2,000
City of Keller	\$500	\$1,000
City of Mansfield	\$2,000	\$4,000
City of Midlothian	\$0	\$0
City of North Richland Hills	\$600	\$600
City of Waxahachie*	\$750	\$1,250
The Colony*	\$1,000	\$2,000
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*fully-insured plans



Options and Potential Impact to Employees

Option	Impacted
Plan design changes (increasing deductibles and out of pocket)	Every employee on the health plan, estimated #377 employees
Lower Health Savings Account contributions: \$1,000 is lowered to \$750 and \$2,000 is lowered to \$1,500	Employees on HDHP, estimated #282 employees
Additional increase (on top of the 5% increase) to monthly premium for health plans	Every employee on the health plan, estimated #377 employees
Expand RX Prior Authorization	45 members, 29 drugs (members could include employees or family)

POTENTIAL COST SAVINGS OPTIONS

Options Already Selected

Saving Options Identified	Amount Saved
Naviguard	\$52,500
HRA Removal	\$5,000
Remove run-off for Stop-Loss	\$50,000
Move STD to Voluntary Benefit	\$97,200
TOTAL	\$204,700

POTENTIAL COST SAVINGS OPTIONS Continued

Other Options to Consider

Option	Potential Savings
Premium 10%	\$34,774
Premium – Variable	\$96,775
Reduce HSA Contribution	\$110,000
Rx Prior Authorization	\$62,250
Plan Design 2	\$180,509
Plan Design 3	\$371,275

Example A

Option	Amount Saved
Identified Savings*	\$204,770
Reduce HSA Contribution	\$110,000
RX Prior Authorization	\$62,250
Plan Design – Option 2	\$180,509
TOTAL	\$557,529

Example B

Option	Amount Saved
Identified Savings*	\$204,770
Plan Design – Option 3	\$371,275
TOTAL	\$576,045

Example C

Option	Amount Saved
Identified Savings*	\$204,770
Premium - Variable	\$96,775
Reduce HSA	\$110,000
Plan Design – Option 2	\$180,509
TOTAL	\$592,054

All examples exceed the 1st year goal of \$550,000

**amount from previous slide*

History



No premium increases since 2020 for HDHP and 2021 for Copay



Changed HDHP Co-insurance from 80/20 to 90/10 in 2020



Added city provided Short-Term Disability in 2022



Improved city provided Life Insurance – increased employee to 2x, added dependent basic life



Improved leave program – increased vacation & payout, added paid parental leave, and added 1 more wellness day off if criteria met

Employee Feedback

Benefits Committee

Police and Fire Association Members

Department meetings

General feedback includes

- **Reservations about RX Pre-Authorization**
- **Prefer to see plan design change in lieu of premium increases**
- **Prefer to see Health Savings Account (HSA) contributions stay the same**

FY25 Health Fund Projection - including 1st year approach

	FY 22-23 Actuals	FY 23-24 Adopted	FY 23-24 Revised	FY 23-24 Year-End	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
Beginning Fund Balance	\$3,826,214	\$ 3,462,577	\$3,462,577	\$ 3,462,577	\$ 3,530,219	\$ 3,240,173	\$ 3,240,173	\$ 3,264,895	\$ 2,990,369
Health and Dental Premium- City	\$ 4,930,372	\$ 5,094,499	\$ 5,094,499	\$ 5,203,207	\$ 4,892,067	\$ 5,136,670	\$ 5,393,504	\$ 5,663,179	\$ 5,946,338
Health and Dental Premium- Other	\$ 606,260	\$ 562,401	\$ 562,401	\$ 727,900	\$ 855,650	\$ 898,433	\$ 943,354	\$ 990,522	\$ 1,040,048
Other Revenues	\$ 1,220,978	\$ 709,000	\$ 709,000	\$ 979,941	\$ 792,385	\$ 832,004.25	\$ 873,604	\$ 917,285	\$ 963,149
Total Revenues	\$6,757,610	\$ 6,365,900	\$6,365,900	\$ 6,911,048	\$ 6,540,102	\$ 6,867,107	\$ 7,210,462	\$ 7,570,986	\$ 7,949,535
Claims	\$ 5,339,794	\$ 4,815,000	\$ 4,815,000	\$ 4,815,000	\$ 5,271,022	\$ 5,299,545	\$ 5,776,504	\$ 6,296,389	\$ 6,863,064
Other Expenditures*	\$ 1,781,452	\$ 2,051,688	\$ 2,051,688	\$ 2,028,406	\$ 1,559,126	\$ 1,567,562	\$ 1,708,643	\$ 1,862,420	\$ 2,030,038
Plan Design Changes					\$ -	\$ -	\$ (299,406)	\$ (313,298)	\$ (342,064)
Total Expenditures	\$7,121,247	\$ 6,866,688	\$6,866,688	\$ 6,843,406	\$ 6,830,148	\$ 6,867,107	\$ 7,185,741	\$ 7,845,512	\$ 8,551,039
Net revenue (loss)	\$ (363,637)	\$ (500,788)	\$ (500,788)	\$ 67,642	\$ (290,046)	\$ 0	\$ 24,722	\$ (274,526)	\$ (601,504)
Ending Fund Balance	\$3,462,577	\$ 2,961,789	\$2,961,789	\$ 3,530,219	\$ 3,240,173	\$ 3,240,173	\$ 3,264,895	\$ 2,990,369	\$ 2,388,865
FB % to Expenditures	48.62%	43.13%	43.13%	51.59%	47.44%	47.18%	45.44%	38.12%	27.94%
City Contributions		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Employee Contributions		0.00%	0.00%	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%
					1.01	9.0%	9.0%	9.0%	9.0%
						9.0%	9.0%	9.0%	9.0%

Next Steps



COUNCIL DIRECTION/INPUT
SEPTEMBER 9TH



EMPLOYEE BENEFIT EDUCATION
MEETINGS SCHEDULED IN OCTOBER



2025 ANNUAL BENEFITS ENROLLMENT
INCORPORATING CHANGES
(NOVEMBER 2024)

Benefits Plan Year begins January 1, 2025



Questions?

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: October 7, 2024

SUBJECT:

Consider approval amending resolution CSO#5606-09-2024 establishing the City Council's priorities for the 89th Legislative Session by updating Exhibit A (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

On September 9, 2024, the City Council adopted resolution CSO#5606-09-2024 establishing the City Council's priorities for the 89th Legislative Session.

Updating the resolution, exhibit A to add an item under the actively monitor section of the policy.

Why is it important to develop a legislative program?

Cities and elected officials are occasionally asked to have an opinion on a variety of bills that affect local government. There are also times when elected officials or staff, as subject matter experts, are asked to testify or speak to state legislators on specific issues/proposed legislation, or to pass resolutions in support or opposition to bills.

A legislative program sets forth the City Council's position as a whole, not as individual members, on critical issues that will be discussed during the upcoming legislative session.

OPTIONS:

- 1) Approve City Council legislative program update
- 2) Deny City Council legislative program update

RECOMMENDATION:

N/A

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

Resolution CSO#5606-09-2024 approved September 7, 2024.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING A LEGISLATIVE PROGRAM FOR THE 89TH TEXAS LEGISLATURE.

WHEREAS, the 89th Texas Legislature will commence on January 14, 2025; and

WHEREAS, revenue caps, budgeting authority, hotel project bill, presumptive cancers, and many other legislative issues affecting local government will be considered; and

WHEREAS, the City of Burleson desires to adopt its 2025 State Legislative Program for the 89th Texas Legislature; NOW, THEREFORE,

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

SECTION 1. That the City of Burleson's 2025 State Legislative Program for the 89th Texas Legislature is adopted as set forth in Exhibit A and made a part of this resolution for all purposes.

SECTION 2. That the Mayor and City Council, City Manager and the City Attorney, or their designees, shall communicate the items included in the 2025 State Legislative Program to members of the Texas Legislature.

SECTION 3. The City Manager, or his designee, may draft appropriate resolutions or ordinances in support or opposition for legislation as outlined in the 2025 State Legislative Program.

SECTION 4. The Mayor and City Council, City Manager, and City Staff may provide testimony in support or opposition for legislation as outlined in the 2025 State Legislative Program.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A

CITY OF BURLESON LEGISLATIVE POLICY

STATEMENT OF PURPOSE OF LEGISLATIVE POLICY

The fundamental goal of the City of Burleson's legislative activities is to produce positive outcomes for the citizens of Burleson as a whole. Numerous proposals in the Texas Legislature have the potential to seriously impact the ability of the City to carry out its overall mission. By taking a proactive role in monitoring and commenting on proposals in the Texas Legislature, the City is working to ensure that the citizens of Burleson can continue to enjoy the quality of life they have come to expect and deserve.

GENERAL LEGISLATIVE STATEMENT

The City seeks to preserve its authority to govern its citizens and property in alignment with its adopted strategic goals and interests.

The City will oppose any legislation that is detrimental to its strategic goals, erodes municipal authority, negatively impacts operations, is contrary to the health, safety, and welfare of its citizens, results in increased costs or loss of revenue, or diminishes the fundamental authority of the City and its elected City Council.

The City will support any legislation that advances its strategic goals and interests or improves the health, safety, and welfare of its citizens.

GENERAL LEGISLATIVE POSITION

As a general policy, the City will oppose any legislation viewed as detrimental to the City's strategic goals or would limit home rule authority; is contrary to the health, safety, and welfare of its citizens; mandates increased costs or loss of revenues; or would diminish the fundamental authority of the City. Accordingly, the City Council adopted the following positions and hereby authorizes staff and city representatives to take the following actions as necessary:

I. BASIC HOME RULE AUTHORITY

Oppose legislation that erodes existing:

- a. principles of Home Rule and local control including preemption legislation designed to restrict existing municipal regulatory authority,
- b. authority to regulate activities that affects the public's health, safety and well-being,
- c. Charters or Ordinances or Master Plans,
- d. local government immunity, or

- e. authority to communicate or advocate with legislators.

II. PUBLIC FINANCES

Oppose legislation that:

- a. requires:
 - i. unfunded mandates,
 - ii. the City to generate revenues for the State, or
 - iii. a tax exemption (or “freeze”) that shifts tax burden to other taxpayers.
- b. erodes the City’s:
 - i. property or sales tax base,
 - ii. ability to assess fees,
 - iii. ability to issue timely debt,
 - iv. economic development sales tax authority (4A and 4B)
 - v. ability to effectively finance the current level of city services by:
 - 1. imposing a revenue cap, or
 - 2. excluding new property from the tax rate calculations.

III. DEVELOPMENT, WATER & UTILITIES

Oppose legislation that erodes the City’s authority to:

- a. deliver quality water at affordable rates,
- b. effectively utilize economic development tools,
- c. regulate development effectively including “shot clocks,” density standards, or automatic releases from the city ETJ,
- d. impose fees on developments to pay for infrastructure,
- e. regulate short-term rentals,
- f. manage public rights-of-way including the authority to:
 - i. receive fair market compensation for use of public rights-of-way,
 - ii. enter into franchise agreements,
 - iii. participate in utility rate cases, or
 - iv. require utilities to pay for relocating their facilities,
- g. dedicate parkland,
- h. govern and approve proposed public housing and affordable housing projects.

IV. TMRS & LABOR ISSUES

Oppose legislation that:

- a. erodes the Texas Municipal Retirement System, or
- b. expands collective bargaining or “meet and confer”.

SPECIFIC LEGISLATIVE INITIATIVES

The City Council adopted the following positions and hereby authorizes staff and city representatives to take the following actions as necessary:

The City will **seek the introduction** of the following legislation:

1. The approval of a qualified hotel project bill, as authorized under Chapter 351 of the Tax Code.

The City will **support the following** legislation:

1. That ensures comparable workers' compensation coverage for firefighters and EMTs deployed through Texas Intrastate Fire Mutual Aid System (TIFMAS) and Texas Task Force 1 and 2 for state deployments.
2. That strengthens protections for firefighters and EMTs by recognizing presumptive cancers as job-related illnesses or injuries. This includes ensuring that these conditions are covered under workers' compensation, extending coverage for up to five years post-employment. Additionally, support the establishment of statewide or federal registries for research and documentation of work-related injuries and illnesses, specifically those associated with presumptive cancers, to better understand and address these risks. That enhances municipal water sources/supplies, or improves municipal water system redundancy.
3. That enable citizens and or municipalities to relocate migratory egrets that have roosted in residential areas.
4. Support the extension of SB 2476 to eliminate balance billing for out-of-network ground ambulance services under commercial health plans regulated by the Texas Department of Insurance, ensuring fair payment for services rendered.

The City will **actively monitor** the following legislation:

1. That enables municipalities to reduce speed limits within residential.
2. That revises the definition of an agricultural operation.
3. That further regulates data farming uses.
4. That will impact the affordability of homeowner insurance or the denial of insurance coverage in areas previously affected by storms.