



## Economic Development Corporation (Type A) Agenda

Monday, December 09, 2024  
4:30 PM

City Hall - 141 W. Renfro  
Burleson, TX 76028

### 1. **CALL TO ORDER**

### 2. **CITIZENS APPEARANCES**

Each person in attendance who desires to speak to the Board 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 Board. Each speaker will be allowed three minutes to speak.

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

### 3. **GENERAL**

**A.** Consider approval of the minutes from the November 18, 2024 Economic Development Corporation (Type A) meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

**B.** Consider approval of a resolution authorizing an amendment to the professional services contract CSO#5045-03-2023 for \$120,277.00 with Kimley-Horn and Associates, Inc. for a total contract amount of \$1,211,192.00 for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway. (*Staff Contact: Michelle McCullough, P.E., CFM, City Engineer*)

**C.** Consider approval of a Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethesda Water Supply for infrastructure to support industrial development in the City of Burleson, Texas. (*Staff Contact: Alex Philips, Economic Development Director*)

**D.** Consider approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and Paris Baguette U.S.A., Inc. for a 267,000 square foot food manufacturing facility located on Vantage Drive in Highpoint Business Park in Burleson, Texas. (*Staff Presenter: Alex Philips, Economic Development Director*)

### 4. **BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

### 5. **RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the Board 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 Board may reconvene into open session and take action on posted items.

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

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

6. **ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 4th of December 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.

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**Economic Development Corporation (Type A)**

**DEPARTMENT:** City Secretary's Office

**FROM:** Monica Solko, Deputy City Secretary

**MEETING:** December 9, 2024

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**SUBJECT:**

Consider approval of the minutes from the November 18, 2024 Economic Development Corporation (Type A) meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

**SUMMARY:**

The Burleson 4A Economic Development Corporation Board duly and legally met on November 18, 2024 for a regular meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Monica Solko, TRMC  
Deputy City Secretary  
[msolko@burlesontx.com](mailto:msolko@burlesontx.com)  
817-426-9682

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**  
**November 18, 2024**  
**DRAFT MINUTES**

**BOARD MEMBERS PRESENT:**

Larry Scott, Place 1  
 Phil Anderson, Place 2  
 Dan McClendon, President, Place 3  
 Alexa Boedeker, Place 4  
 Adam Russell, Vice-President, Place 5

**BOARD MEMBERS 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  
 Matt Ribitzki, Deputy City Attorney

**1. CALL TO ORDER – 4:00 P.M.**

President Dan McClendon called the meeting to order. **Time: 4:00 P.M.**

**2. CITIZEN APPEARANCE**

- No speakers.

**3. GENERAL**

**A. Minutes from the October 21, 2024 Economic Development Corporation (Type A) meeting. (Staff Contact: Monica Solko, Deputy City Secretary)**

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

Motion passed 5-0.

**B. 4A11182024Chamber, one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$50,000. (Staff Contact: Alex Philips, Economic Development Director)**

Alex Philips, Economic Development Director, presented a contract to the board.

Motion by Phil Anderson and seconded by Adam Russell to approve.

Motion passed 5-0.

- C. 4A11182024AmendAnnualBudget, resolution amending Resolution 4A081924AnnualBudget by amending the Capital Improvement Plan. (Staff Contact: Gloria Platt, Director of Finance)**

Gloria Platt, Director of Finance, presented a resolution to the board.

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

Motion passed 5-0.

**4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- None.

**5. RECESS INTO EXECUTIVE SESSION**

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

No executive session needed.

**6. ADJOURNMENT**

There being no further discussion President Dan McClendon adjourned the meeting.

**Time: 4:09 P.M.**

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Monica Solko  
Deputy City Secretary

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**Economic Development Corporation (Type A)**

**DEPARTMENT:** Development Services

**FROM:** Michelle McCullough, P.E., CFM – City Engineer

**MEETING:** December 9, 2024

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**SUBJECT:**

Consider approval of a resolution authorizing an amendment to the professional services contract CSO#5045-03-2023 for \$120,277.00 with Kimley-Horn and Associates, Inc. for a total contract amount of \$1,211,192.00 for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway. (Staff Contact: Michelle McCullough, P.E., CFM, City Engineer)

**SUMMARY:**

On March 20, 2023, the City Council approved a professional services agreement with Kimley-Horn and Associates, Inc. (KH) to design the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway, providing a direct connection from the tollway to the business park, master-planned community and points to the east. Since FM 1902 and Chisholm Trail Parkway (CTP) are TxDOT and North Texas Tollway Authority (NTTA) roadways respectively, the design of the improvements must be to TxDOT standards, including environmental clearance, to be eligible for future federal funding.

Lakewood Drive is included on the city's Major Thoroughfare Plan (MTP) as an arterial roadway. A portion of Lakewood (County Road 914) is currently under construction from CR 1020 to FM 1902 as a four-lane divided roadway, with a planned temporary connection to FM 1902. Ultimately, the design of the extension of Lakewood Drive will create a direct connection to the tollway from future Alsbury Blvd., Hulen Street, and SH 174, which are all critical to the city's roadway network as Burleson continues to experience significant growth within the city limits and extraterritorial jurisdiction (ETJ).

Lakewood Drive will also serve as the primary access or "gateway" to Hooper Business Park, which is currently owned by the Economic Development Corporation (Type A). Lakewood Drive will also serve as the main access roadway for the Chisholm Summit masterplan community, including approximately 3,000 residential units, multi-family development, and commercial development.

One of the first tasks of the Lakewood Drive extension project was to perform a more detailed traffic study in the area and analyze the existing and future traffic patterns. The traffic study confirmed Lakewood Drive as the major "through" movement, creating a more efficient roadway network instead of terminating into FM 1902, which would cause drivers to make a left turn to reach the tollway. The original scope of the traffic study did not include analysis west of the tollway. However, preliminary data obtained from NCTCOG indicated a high volume of vehicles anticipated traveling County Road 915. KH took a cursory look at the intersection of County Road 915 and FM 1902 and determined that a signal may be warranted today. Since it was anticipated traffic signals would be needed at the tollway ramps, the project scope did include traffic signal

design at Chisholm Trail Parkway and FM 1902. However, per the traffic study, this would not be warranted until 2045. Since the preliminary data indicated a signal might be warranted at County Road 915, staff requested an amendment to the original project scope to include a detailed analysis of the intersection of County Road 915 and FM 1902. This reasoning was based on the proximity of the intersection near the tollway off-ramp at FM 1902. Traffic signals that are located close together will not operate efficiently and can negatively impact traffic rather than increase efficiency. Since the traffic signals at the FM 1902 and Chisholm Trail Parkway intersection would not be warranted until 2045, the amendment included reallocating a portion of the existing budget line items for the tollway intersection improvements, resulting in a net zero increase to the contract.

The updated traffic study included a recommendation to realign County Road 915 and FM 1902, similar to the proposed east side realignment of FM 1902 and Lakewood. Similar to Lakewood Drive, it was found that County Road 915 would serve as the major “through” roadway and would operate more efficiently if FM 1902 was realigned to terminate into County Road 915.

Since the traffic study results recommended improvements on the west side of the tollway, KH and Burleson staff requested a meeting with TxDOT to discuss the recommendations included in the traffic study. After meeting with TxDOT, city staff agreed to request the City Council to consider approval of an amendment to the existing Lakewood Drive extension design contract and include the west side of the tollway in the schematic design. TxDOT would be responsible for the full design and construction of the realignment on the west side and any improvements at the tollway intersection, including the future traffic signals. Adding the west side realignment in the schematic design will increase the traffic flow in the area, increasing the roadway network's overall capacity.

As construction costs continue to increase every year, staff looks for funding opportunities to help offset costs from the city's residents and business owners. TxDOT's Transportation Improvement Plan (TIP) is a four-year capital improvement program that serves as a short-term programming document and serves to support the long-range statewide transportation plan. Projects listed on the TIP are expected to begin construction within four years.

As previously mentioned, Burleson and KH staff have met with representatives from TxDOT and NCTCOG several times to discuss the traffic study recommendations and steps to request federal funding for the costs associated with the construction of the extension of Lakewood Drive and FM 1902 realignment. The draft traffic study has been submitted to TxDOT for formal review and comment. KH has also provided NCTCOG traffic model data to include their mobility plan update.

At the November project update meeting, it was discussed the TxDOT District office will submit the proposed realignment of FM 1902, Lakewood Drive, and County Road 915 to the Regional Transportation Council with an estimated February approval. TxDOT will also submit a packet to the Transportation Planning and Programming Division, which is responsible for statewide transportation planning. The schematic design is anticipated to be completed in April 2025 with submittal to TxDOT for review. It is anticipated a request will be submitted to include the realignment of FM 1902 and the Lakewood Drive extension construction on the east side of tollway be included in the August 2025 Transportation Improvement Plan Cycle update. The requests for any modification to the TIP are due in late March 2025. TxDOT will be solely responsible for any requests to include the construction of any improvements for tollway intersection and the realignment of FM 1902 and County Road 915.

The proposed amendment includes additional survey, geotechnical investigation, subsurface utility engineering, meetings, and schematic design. The overall increased cost for the additional scope items is proposed to be offset by the remainder of the budget line item for the tollway

intersection improvements for a net increase of \$120,277.00 in the contract for a total contract amount of \$1,211,192.00. Updated cost estimates will be provided with the schematic design.

### **RECOMMENDATION**

Approve an amendment to the professional services contract CSO#5045-03-2023 for \$120,277.00 with Kimley-Horn and Associates, Inc. for a total contract amount of \$1,211,192.00 for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway.

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

March 20, 2023

- 4A Economic Development Board approved a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.
- City Council approved a minute order ratifying the 4A Economic Development Board's action approving a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.
- City Council approved a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Lakewood Drive extension.

### **REFERENCE:**

CSO#5045-03-2023

### **FISCAL IMPACT:**

**Budgeted Y/N:** N

**Fund Name:** Previously Issued 4A Debt

**Full Account #s:**

**Amount:** \$120,277.00

**Project:** DV2302

### **STAFF CONTACT:**

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



# Lakewood Drive Extension

Item B.

## Design Amendment





# Lakewood Drive

Item B.



Lakewood is included on the city's MTP as a 4-lane divided arterial (estimated 20,000 to 24,000 vehicles per day in the future)

Construction currently underway between CR 1020 and FM 1902 – anticipate completion in early 2025

Will serve as the direct connection from SH 174, Alsbury Blvd, and Hulen Street

Considered critical to the roadway network as development continues within the city and extraterritorial jurisdiction

Serves as primary access or “gateway” to Hooper Business Park

March 20, 2023 – City Council approved professional services agreement for design of Lakewood Drive Extension to Kimley-Horn and Associates, Inc. (KH)

# Original Contract Scope

<b>Design Survey/Traffic Study</b>	<b>Chisholm trail Parkway Intersection Improvements</b>
<b>Schematic Design</b>	<b>FM 1902 Realignment</b>
<b>Preliminary and Final Design</b>	<b>Franchise Utility Coordination</b>
<b>TxDOT and Federal Documentation</b>	<b>Construction Bidding and Administration</b>
<b>Environmental Clearance</b>	

# Lakewood Drive Extension

## Traffic Study

Scope included traffic study to analyze existing and future conditions

Study confirmed alternative alignment as the most efficient configuration for traffic flow – see highlighted graphic to the left

TxDOT agreed alternative alignment is preferred and FM 1902 should be realigned

Build out volume > 20,000 vehicles on Lakewood Drive



# Lakewood Drive Extension

Item B.

## Traffic Study

Initial data indicated higher volumes than anticipated along CR 915 – KH indicated traffic signal may be warranted due to volumes and crash data

- Analysis CR 915 and FM 1902 intersection was not included in original contract scope
- Traffic flow and operation may be negatively impacted if traffic signal is not considered in overall schematic – KH recommended including intersection in analysis
- Contract scope included design of intersection improvements at the tollway intersection – traffic study indicated traffic signals not warranted until 2045
- Funds from intersection improvements were utilized to offset costs associated with CR 915 and FM 1902 intersection analysis – results in net zero increase





# Lakewood Drive Extension

## TxDOT/NCTCOG Coordination

KH and Burleson staff met with TxDOT and NCTCOG numerous times over the last year

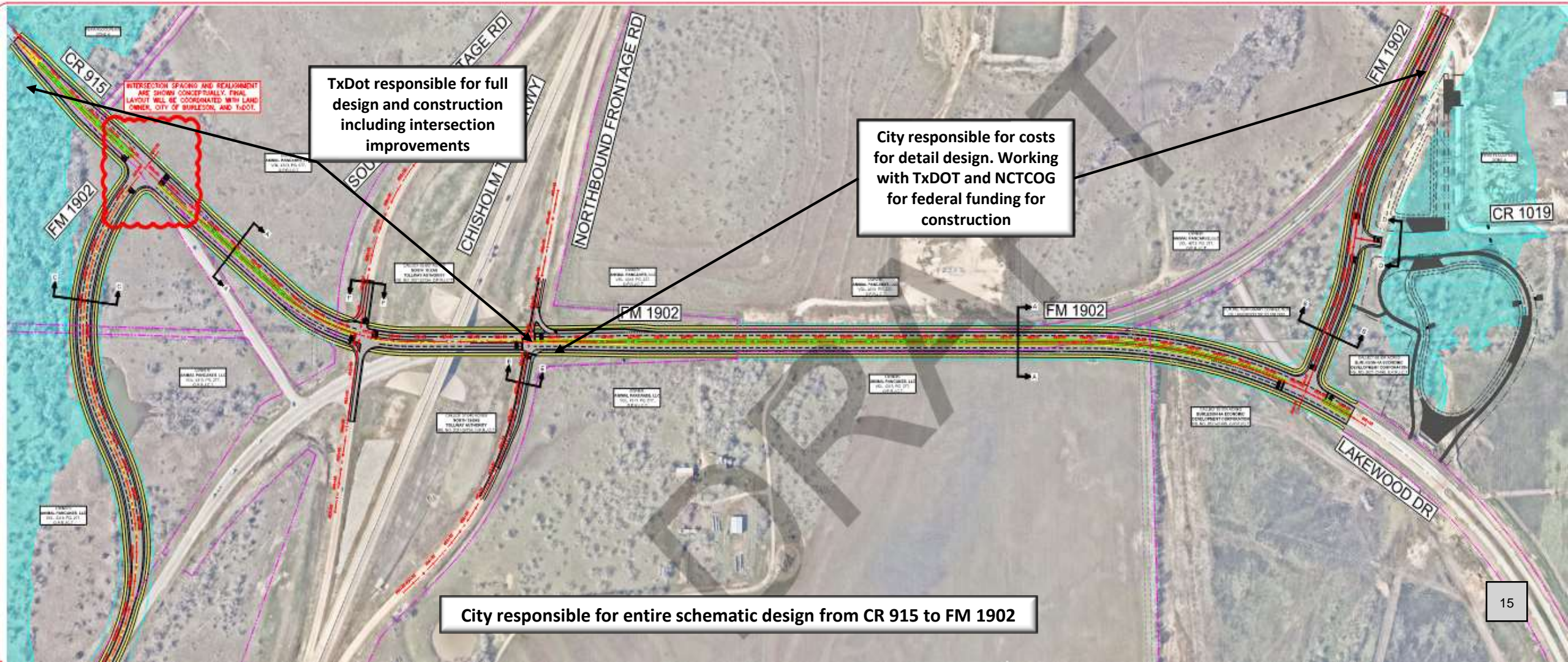
Conceptual layout of CR 915 and FM 1902 realignment presented to TxDOT

- Discussions were held regarding the draft traffic study results including the results of the analysis of the intersection of CR 915 and FM 1902
- All entities agreed the west side of the tollway should be included in the schematic design due to traffic volumes and the current need for a traffic signal

City staff agreed to provide an amendment to the existing design contract (to include the west side of tollway in schematic design) to City Council

TxDOT would be responsible for all costs associated with detailed design and construction of the west side improvements, including the future tollway intersection improvements

# Lakewood Drive Extension Realignment Exhibit



# Transportation Improvement Plan (TIP)

Construction Costs continue to increase, making funding challenging

TIP is TxDOT's 4-year capital improvement project

- Short-term programming document
- Serves to support long-range statewide transportation plan
- Projects included in TIP expected to begin construction within 4 years
- Projects eligible to be partially or fully funded

Requirements for eligibility

- Roadway has to be included in the Federal Functional Classification Systems (FFCS) as a major collector or above
- Included in the NCTCOG Mobility Plan
- Included in a TIP

Traffic study with conceptual plan and high-level costs is the first step towards discussions with NCTCOG to begin the process of requesting Alsbury Blvd. to be included in the FFCS and subsequently in a TIP program



## **4A EDCB Requested Action**

**Approve an amendment to the professional services contract CSO#5045-03-2023 for \$120,277.00 with Kimley-Horn and Associates, Inc. for a total contract amount of \$1,211,192.00 for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway**

# Questions/Discussions

Michelle McCullough

City Engineer / Deputy Director of Development Services

817-426-9616

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

## RESOLUTION

**A RESOLUTION OF THE OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF BURLESON AND KIMELY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE EXTENSION OF LAKEWOOD DRIVE FROM FM 1902 TO CHISHOLM TRAIL PARKWAY; AUTHORIZING THE CITY MANAGER TO FUND THE CONTRACT WITH FUNDS FROM THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.**

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

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

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

**WHEREAS**, the Agreement calls for the Developer to design and construct roadway improvements along Lakewood Drive approximately from CR 1020 to FM 1902; and

**WHEREAS**, the Type A Corporation desires to extend the Lakewood Drive extension provided for the in Agreement to the Chisholm Trail Parkway; and

**WHEREAS**, extending Lakewood Drive from FM 1902 to Chisholm Trail Parkway will give the Hooper Business Park direct connection to the Chisholm Trail Parkway; and

**WHEREAS**, the City entered into an agreement with Kimley-Horn and Associates, Inc. to design the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway on or about March 20, 2023 (the “Design Agreement”); and

**WHEREAS**, the City desires to amend the Design Agreement to include the west side of the tollway in the schematic design (the “Proposed Amendment”); and

**WHEREAS**, the Type A Corporation desires that the City approve the Proposed Amendment and the Type A Corporation fund all costs under the amended Design Agreement; and

**WHEREAS**, the Type A Corporation authorizes the City Manager to pay all costs under the amended Design Agreement with Type A Corporation funds; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, THAT:**

### **Section 1**

The Type A Corporation hereby recommends approval of the Proposed Amendment between the City and Kimley-Horn and Associates, Inc, for the design the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway.

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

**PASSED, APPROVED, AND SO RESOLVED** by the Board of Directors of the Burleson 4A Economic Development Corporation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Dan McClendon, Board President  
Burleson 4A Economic Development Corporation

ATTEST:

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

## **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 Million Ninety Thousand Nine Hundred Fifteen Dollars (**\$1,090,915 and 0/100**) 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.

Professional Services Agreement

Page 2

Updated

02/28/23

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,**

Professional Services Agreement

Page 3

Updated

**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:

To CONSULTANT:

City of Burleson  
City Manager's Office  
Attn: Bryan Langley  
141 W. Renfro St.  
Burleson, TX 76028

**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. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

**31. COUNTERPARTS; PDF SIGNATURES.**

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

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*The remainder of this page is left intentionally blank*

**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

By: 

Name: Bryan Kimley

Title: City Manager

Date: March 20, 2023

**INSERT NAME:** Kimley-Horn and Associates, Inc.

By: 

Name: Scott R. Arnold

Title: Vice President

Date: March 24, 2023

**APPROVED AS TO FORM:**

By: 

City Attorney, Assistant City Attorney,  
or Deputy City Attorney



## ATTACHMENT A

### I. Scope of Services

The Consultant understands that the City wishes to prepare schematic and construction plans, specifications and estimates (PS&E) for improvements to FM 1902 (Lakewood Drive) from Chisholm Trail Parkway to the east to the connection to Lakewood Drive that is being designed with the Chisholm Summit Development. The scope will be to widen roadway from a 2 lane undivided roadway section with ditches to a 4 lane divided roadway with curb section to match the City Master Thoroughfare Plan. The plans will consist of roadway plan and profile, sidewalk, and storm drain plan improvements, street lighting, traffic signal, traffic control, signing and marking and utility adjustments. The project will also include a roadway connection from FM 1902 to Lakewood Drive. The project will need to adhere to TxDOT requirements as well as Federal Highway Administration (FHWA) guidelines with exceptions provided by the City of Burleson. The project will also consist of Environmental Documentation, Utility Clearance, Traffic Analysis, Bidding and Construction Phase Services.

The Consultant will complete the following tasks:

#### **Task 1 – Design Survey**

The Consultant, through its subconsultant, Spooner & Associates, Inc. will provide topographic survey for the following limits: two hundred feet west of Chisholm Trail Parkway southbound frontage road to the approximately 3,500 linear feet east along FM 1902. The limits will also consist of two hundred feet each way at the frontage road along Chisholm Trail Parkway. 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, 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 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 existing City monument system.

#### **Task 2 – Right-of-Way and Easement Determination**

A. In conformance with TxDOT ROW Acquisition Manual, the Consultant, through subconsultant, will survey, render field notes, and prepare a right-of-way strip map and up to five (5) individual parcel exhibits for right-of-way documents and up to six (6) easement documents as needed. The right-of-way strip map will be contained on plan paper (11" x 17") at a scale of 1" = 100', will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:

- 1) Title page including location map.

- 2) Summary sheet listing all parcels to be acquired, property owner, legal description of property, gross area of property, square footage and type of easements, net area of property after acquisition, a column for volume and page of filing, and current volume and page.
- 3) Corners of all parcels tied to the centerline.
- 4) Location of all existing property pins, including station and offset to centerline.
- 5) Location of all new property pins, including station and offset to centerline.
- 6) Parcel number.
- 7) Area required.

### **Task 3 – Schematic Design**

- A. Schematic Plans. Schematic plan and profile will be drawn at a scale no smaller than 1"= 100' and to such detail as is necessary to meet TxDOT requirements. The Consultant will prepare schematic plans which will consist of the following:
- 1) Roadway improvements (plan and profile) showing curb, median, turn lanes, median openings, sidewalk, existing and proposed right-of-way. The approximate location of all existing and proposed driveways within the limits of the project.
  - 2) Intersection improvements based on the findings of the traffic evaluation in Task 7. Up to two (2) options will be developed for each intersection, the Chisolm Trail Parkway intersection, and the connection to Lakewood Drive.
  - 3) Existing and proposed typical sections.
  - 4) Existing utilities and survey data collected in Task 1 and Task 12.
  - 5) A preliminary drainage study, consisting of drainage areas, location, and size of existing drainage facilities, the approximate size and alignment of proposed drainage facilities, and approximate discharges.
  - 6) Existing water and sanitary sewer mains and potential conflicts (if applicable).
  - 7) An opinion of probable construction cost. 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, will 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.
  - 8) A 30%, 60% and Final Schematic Submittal is assumed.
  - 9) Address up to three (3) rounds of comments from the City, TxDOT and NTTA on the schematic submittal.
  - 10) Environmental documentation as listed in Task 6.
  - 11) Traffic evaluation as listed in Task 7.
  - 12) TxDOT documentation and coordination as listed in Task 8.
- B. 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 6-11 will include time sheet and subconsultant invoices for backup.

### **Task 4 – Preliminary and Final Design**

It is understood that the PS&E phase will occur concurrently with the Preliminary (Schematic) phase of

the project, at risk. The PS&E phase will begin once the City authorizes the Consultant to begin the PS&E task.

Design associated with widening and intersection improvements at Chisholm Trail Parkway Intersection will be listed in a separate task, Task 9. The design improvements are not yet defined and dependent upon Task 7 Traffic Evaluation recommendations.

- A. Preliminary Design Construction Plans (30% and 60%) – Preliminary plans will consist of the following:
- 1) Edge of existing pavement, existing structures, mailboxes, water meters, utility poles, fire hydrants, existing driveways, existing utilities, existing and proposed rights-of-way and easements, proposed centerline, proposed curb line on plan and profile sheets, and existing ground elevation in profile at the proposed centerline and right-of-way lines.
  - 2) All existing improvements on property within twenty feet (20') of the proposed right-of-way or easement line on construction plans.
  - 3) The location, size, and species of all trees and shrubs within the limits of proposed street right-of-way (ROW), drainage, slope or temporary construction easements. If due to the density of the growth it is impractical to show all trees and shrubs, the limits of dense stands of trees and shrubs will be shown. In any case, all trees six inches (6") in diameter, or larger, will be shown, unless directed otherwise the Consultant will indicate on the plans those trees that are to be removed, and those trees to be preserved.
  - 4) Sidewalk, retaining walls (if applicable), and curb ramps.
  - 5) Lane and pavement width dimensions.
  - 6) Proposed structure locations, lengths, and widths.
  - 7) Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
  - 8) Begin and end superelevation transitions and cross slope changes.
  - 9) Limits of rip-rap, block sod, and seeding.
  - 10) Existing utilities and structures.
  - 11) Benchmark information.
  - 12) Typical sections for all proposed and existing roadways and cross streets. Typical sections to include width of travel lanes, shoulders, outer separations, border widths, curb offsets, sidewalk and ROW.
  - 13) Cross-sections of existing ground surface line and proposed ground surface lines.
  - 14) Overall drainage areas, sub-drainage areas, existing and proposed drainage facilities, discharges, times of concentration, and drainage area acreage for proposed structures (including the existing drainage system).
  - 15) All drainage computations such as inlet and pipe calculations within TxDOT ROW will be in accordance with TxDOT criteria.
  - 16) Hydraulic analysis and modeling of the impact of proposed structures within a designated 100-year floodplain or as determined by City or TxDOT.
  - 17) Storm sewer plan and profile sheets, including hydraulic grade lines.
  - 18) Culvert layout for each bridge class culvert.
  - 19) Erosion Control Plans
  - 20) Traffic Control Sequencing Plan
  - 21) Pavement markings, striping and/or traffic button plans.
  - 22) Plans to comply with TxDOT PS&E Checklists.
  - 23) An opinion of probable construction cost.

- 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 City, TxDOT, NTTA, and utility companies. 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) Storm sewer improvement plan and profile sheets (as needed).
  - 3) Detail and standard sheets for all elements of the Project.
  - 4) Special provisions and specifications.
  - 5) Final right-of-way plans or easements as required in Task 2.
  - 6) An opinion of probable cost based upon the items and quantities listed in the proposal in the contract documents. This estimate will be based on current unit prices bid on similar projects.
  - 7) Street addresses of all properties adjacent to the Project.
  - 8) Plan sheets for traffic signals, and signs and pavement markings as required by this contract.
  - 9) Water and/or sanitary sewer adjustment sheets (as needed).
  - 10) Prepare street lighting conduit and foundation plan.
  - 11) Prepare proposed cross-sections every 50 feet and at culvert locations.
  - 12) 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 6-11 will include time sheet 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 to Accessology to register, review, and inspect the project.

### **Task 5 – Geotechnical**

The Consultant, through its subconsultant (CMJ Engineering), will provide geotechnical services as follows:

- A. The Consultant will perform geotechnical investigations and analyses necessary to complete the design. The Consultant will prepare a geotechnical report describing existing geotechnical conditions and considerations necessary for design and construction of the project for City and TxDOT review and approval. The report will consist of up to eight (8) pavement borings in the outside shoulder.

### **Task 6 – Environmental Services**

The Consultant, through a subconsultant (Stantec Engineering) will prepare Environmental Documentation in accordance with TxDOT Requirements. The following are anticipated to be necessary for Environmental Clearance.

- A. Environmental Services
  - 1) Prepare the Environmental Project Description Form according to the TxDOT Fort Worth District guidelines and policy.
  - 2) Prepare a Work Plan Development according to the TxDOT Fort Worth District Professional Services Agreement

guidelines and policy.

- 3) This scope assumes that the project will meet the requirements for a D or C list Categorical Exclusion. The Consultant will collect the necessary data and prepare the technical reports for a Categorical Exclusion. The following reports are anticipated:
  - i. Air Quality Assessment
  - ii. Archeological Resource Background Study
  - iii. Biological Resource Deliverables
  - iv. Surface Water Analysis Form
  - v. Hazardous Materials Initial Site Assessment
  - vi. Historic Resources Project Coordination Request
  - vii. Traffic Noise Analysis
  - viii. Community Impacts Analysis
  - ix. Indirect Impacts
- B. Public Meetings. Attend and prepare for up to one (1) public meeting during the schematic design phase. The public meetings are required for the environmental process and documentation for TxDOT requirements. Public meeting materials and summary report will be provided.

#### **Task 7 – Traffic Evaluation (Hourly)**

- A. Traffic Evaluation
  - 1) Coordinate with TxDOT and NTTA to determine traffic report scope.
  - 2) The Consultant will collect turning movement counts and 24 hour traffic data at the Chisolm Trail Parkway intersection.
  - 3) Collect TPP volumes from TxDOT.
  - 4) The Consultant will analyze the existing and ultimate build out for the intersection at Chisolm Trail Parkway and the connection to FM 1902 to Lakewood Drive.
  - 5) The Consultant will utilize City traffic model to develop growth projections.
  - 6) The traffic study will evaluate the level of service for the project intersections and corridor and provide necessary recommendations.
  - 7) The Consultant will analyze up to four (4) intersection control options.
  - 8) The Consultant will perform a signal warrant study for Chisholm Trail Parkway and FM 1902 intersection with Lakewood Parkway.
  - 9) The Consultant will prepare the findings and recommendations in a technical memo.
  - 10) Address up to two (2) rounds of comments from the City, TxDOT and NTTA.
  - 11) Meetings are included in Task 11.

#### **Task 8 – TxDOT and Federal Documentation (Hourly)**

- A. TxDOT and Federal Documentation
  - 1) Provide a project description and scope, location map, and opinion of probable construction costs in accordance with TxDOT requirements for use in the advanced funding agreement.
  - 2) Assist the City with the Advanced Funding Agreement supporting documents.
  - 3) Design Concept Conference (DCC). Prepare agenda and document the DCC prior to or during preliminary schematic development.
  - 4) Prepare design criteria in accordance with FHWA and TxDOT requirements.
  - 5) DSR Prepare a Design Summary Report (DSR) to reflect discussion and decisions at the DCC. DSR will be updated throughout project development as design progresses.
  - 6) Follow FHHWA checklist criteria for each submittal.
  - 7) Prepare Page 3 of TxDOT Form 1002.

- 8) Schematic and PS&E comment response form for each submittal.
- 9) Prepare contract documents in accordance with TxDOT LGPP Guidelines.
- 10) Coordinate with TxDOT during the duration of the project via email correspondence and phone calls.
- 11) Assist the City with preparing federal forms as required.
- 12) Coordinate with City and NTCOG to add the project to the TIP.
- 13) Assist the City with reviewing TIP information and coordinating TIP Modifications on quarterly basis.

### **Task 9 – Chisholm Trail Parkway Intersection Improvements (Hourly)**

Based on the results of the Traffic Evaluation in Task 7, the Consultant will prepare preliminary and final design plans for the associated improvements to Lakewood Drive from the intersection of the southbound Chisholm Trail Parkway frontage road to the northbound Chisholm Trail Parkway frontage road. The intersection design will begin once Task 3 and Task 7 are complete and the City authorizes the Consultant to Proceed.

#### **A. Preliminary Design**

- 1) Roadway improvements (plan and profile) showing curb, median, turn lanes, median openings, sidewalk, existing and proposed right-of-way.
- 2) Existing and proposed typical sections.
- 3) Existing utilities and survey data collected in Task 1 and Task 12.
- 4) Existing water and sanitary sewer mains and potential conflicts (if applicable).
- 5) Sidewalk, retaining walls (if applicable), and curb ramps.
- 6) Lane and pavement width dimensions.
- 7) Proposed structure locations, lengths, and widths.
- 8) Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- 9) Begin and end superelevation transitions and cross slope changes.
- 10) Limits of rip-rap, block sod, and seeding.
- 11) Existing utilities and structures.
- 12) Benchmark information.
- 13) Cross-sections of existing ground surface line and proposed ground surface lines.
- 14) Overall drainage areas, sub-drainage areas, existing and proposed drainage facilities, discharges, times of concentration, and drainage area acreage for proposed structures (including the existing drainage system).
- 15) Storm sewer plan and profile sheets, including hydraulic grade lines.
- 16) Erosion Control Plans
- 17) Traffic Control Sequencing Plan
- 18) Traffic Signal Plans
- 19) Pavement markings, striping and/or traffic button plans
- 20) An opinion of probable construction cost
- 21) Compile applicable details.
- 22) Address up to one (1) rounds of comments from the City, TxDOT, and NTTA.

#### **B. Final Design- 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 City, TxDOT, NTTA and utility companies.**

- 1) Roadway plan and profile sheets.
- 2) Storm sewer improvement plan and profile sheets (as needed).

- 3) Detail and standard sheets for all elements of the Project.
- 4) Plan sheets for traffic signals, and signs and pavement markings.
- 5) Traffic Control Plans.
- 6) Water and/or sanitary sewer adjustment sheets (as needed).
- 7) Prepare street lighting conduit and foundation plan.
- 8) Prepare proposed cross-sections every 50 feet and at culvert locations.
- 9) An opinion of probable cost based upon the items and quantities listed in the proposal in the contract documents. This estimate will be based on current unit prices bid on similar projects.
- 10) Address up to two (2) rounds of comments from the City, TxDOT and NTTA.

### **Task 10 – FM 1902 Intersection Improvements (Hourly)**

Based on the results of the Traffic Evaluation in Task 7, the Consultant will prepare preliminary and final design plans for the associated improvements to Lakewood Drive and FM 1902. Task 10 will consist of intersection improvements such as traffic signal and changes to the striping and widening along FM 1902 for the connection to Lakewood Drive. The intersection design will begin once Task 3 and Task 7 are complete and the City authorizes the Consultant to Proceed.

#### **A. Preliminary Design 30% and 60%**

- 1) Intersection Improvements at FM 1902 and Lakewood Drive
- 2) Existing and proposed typical sections.
- 3) Existing utilities and survey data collected in Task 1 and Task 12.
- 4) Existing water and sanitary sewer mains and potential conflicts (if applicable).
- 5) Lane and pavement width dimensions.
- 6) Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- 7) Limits of rip-rap, block sod, and seeding.
- 8) Existing utilities and structures.
- 9) Benchmark information.
- 10) Cross-sections of existing ground surface line and proposed ground surface lines.
- 11) Traffic Control Sequencing Plan
- 12) Traffic Signal Plans
- 13) Pavement markings, striping and/or traffic button plans.
- 14) An opinion of probable construction cost.
- 15) Compile applicable details.
- 16) Submit 30% Plans
- 17) Submit 60% Plans
- 18) Address up to two (2) rounds of comments from the City and TxDOT.

#### **B. Final Design- 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 City, TxDOT and utility companies.**

- 1) Intersection Layout sheets.
- 2) Storm sewer improvement plan and profile sheets (as needed).
- 3) Detail and standard sheets for all elements of the Project.
- 4) Final right-of-way plans or easements as required in Task 2.
- 5) Plan sheets for traffic signals, and signs and pavement markings.
- 6) Traffic Control Plans.
- 7) Water and/or sanitary sewer adjustment sheets (as needed).

- 8) An opinion of probable cost based upon the items and quantities listed in the proposal in the contract documents. This estimate will be based on current unit prices bid on similar projects.
- 9) Submit 90% and Final Plans.
- 10) Address up to two (2) rounds of comments from the City and TxDOT.

### **Task 11 – Meetings (Hourly)**

#### **A. Meetings**

- 1) The Consultant will prepare for and attend Project Kickoff Meeting with City, NTTA, and TxDOT.
- 2) The Consultant will prepare for and attend up to six (6) meetings with NCTCOG through the duration of the project.
- 3) The Consultant will attend up to two (2) plan review meetings during schematic design with the City, NTTA, and TxDOT.
- 4) The Consultant will attend up to three (3) plan review meetings with the City, NTTA, and TxDOT staff at 30%, 60% and 90% level.
- 5) The Consultant will attend a constructability site visit after 60% Submittal.
- 6) The Consultant will attend one monthly virtual progress meeting with the City PM to discuss project progress. Up to forty eight (48) meetings are assumed.
- 7) The Consultant will attend up to twelve (10) coordination meetings with the City and TxDOT or NTTA or other stakeholder to discuss progress, design and/or coordination items beyond in addition to the review meetings listed above.
- 8) The Consultant will prepare an agenda and meeting notes for all meetings.

### **Task 12 – Subsurface Utility Engineering**

The Consultant, through its subconsultant (The Rios Group), will provide subsurface utility engineering for the survey limits.

#### **A. Provide Subsurface Utility Engineering (SUE) to Quality Level D, C, B, and A.**

- 1) SUE level B will be performed as needed.
- 2) SUE level A will be performed on any utilities where conflicts with proposed improvements are suspected based on level B SUE. The SUE will be performed in accordance with CI/ASCE 38-02.
- 3) Expose and locate utilities up to 15 specific locations (Level A).
- 4) Perform Level B SUE for the Level A locations (up to 2,000 linear feet)

### **Task 13 -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 six (6) meetings with franchise utility companies to review and coordinate relocation design.**

#### **D. Adhere to TxDOT Utility Clearance Process by supporting the City with the following tasks:**

- a. Prepare and Maintain Utility Layout
- b. Prepare and maintain Utility Conflict Matrix



- c. Prepare and Maintain Utility Conflict Exhibits
- d. Review Plans
- e. Prepare proposed utility layouts
- f. Obtain clearance letters from franchise utility companies.

**Task 14 - 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.
- 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 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 twelve (12) site visits by the Consultant is anticipated during the construction phase.
- 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 - 5 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	\$ 28,240
Task 2 – Right-of-Way and Easement Determination	\$ 13,870
Task 3 – Schematic Design	\$ 154,675
Task 4 – Preliminary and Final Design	\$ 247,430
<u>Task 5 – Geotechnical Investigation</u>	<u>\$20,800</u>
Total Lump Sum Fee	\$465,015

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

The Consultant will perform the services in Tasks 6-14 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 6 Environmental Services	\$95,000
Task 7 Traffic Evaluation (Hourly)	\$32,400
Task 8 TxDOT and Federal Documentation (Hourly)	\$73,620
Task 9 Chisholm Trail Pkwy Intersection Improvements(Hourly)	\$163,270
Task 10 – FM 1902 Intersection Improvements (Hourly)	\$73,720
Task 11 – Meetings (Hourly)	\$68,660
Task 12 – Subsurface Utility Engineering	\$44,820
Task 13 – Franchise Utility Coordination (Hourly)	\$48,790
<u>Task 14 – Bidding and Construction Phase Services (Hourly)</u>	<u>\$25,620</u>
Maximum Labor Fee	\$625,900

Total Fee	\$1,090,915
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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

Classification	Rate
Analyst	\$125 - \$210
Professional	\$200 - \$250
Senior Professional I/Project Manager	\$250 - \$310
Senior Professional II/Senior Project Manager	\$330 - \$390
Support Staff	\$100 - \$160

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item B.

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:**  
2023-993151

**Date Filed:**  
03/10/2023

**Date Acknowledged:**  
03/21/2023

**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.**

031023  
FM 1902 (Lakewood Drive) Extension

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

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item B.

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

Certificate Number:  
2023-993151

Date Filed:  
03/10/2023

Date Acknowledged:

**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

**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.**

031023  
FM 1902 (Lakewood Drive) Extension

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

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.  
(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 10TH day of MARCH, 2023.  
(month) (year)

*Sarah Meza*

Signature of authorized agent of contracting business entity  
(Declarant)

**CONTRACT AMENDMENT NO. CA - 00001**  
**TO**  
**Kimley-Horn and Associates, Inc.**  
**IN**  
**THE CITY OF BURLESON, TEXAS**

DATE: 08.20.2024 03:14PM  
OWNER: The City of Burleson Texas  
CONTRACTOR: Kimley-Horn and Associates, Inc.

The Contractor is directed by the Owner to make the following changes to the work specified in the above referenced contract:

SEE ATTACHED PAGES

Original Contract Amount	\$1,090,915.00		
Net INCREASE in Contract Amount from <b>Previous</b> Contract Amendment	\$0.00		
Net INCREASE in Contract Amount from <b>this</b> Contract Amendment	\$0.00	Current Increase (%)	0.00%
Revised Contract Total Amount	\$1,090,915.00	Overall Increase (%)	0.00%

Original Contract Completion Time	1774	Original Completion Date	01.31.2028
Change in Contract completion Time from <b>Previous</b> Contract Amendment	0	Revised Completion Date	01.31.2028
Change in Contract completion Time from <b>this</b> Contract Amendment	0		

Recommended by:	CITY OF BURLESON	Accepted by:	Kimley-Horn and Associates, Inc.
By: Mccullough, Michelle		By: <i>Douglas Arnold</i>	Douglas Arnold
Title: Project Engineer		Title: Contract Specialist	

Approved By Owner: CITY OF BURLESON

By: \_\_\_\_\_  
Title: \_\_\_\_\_

For Internal Use Only  
City Council Financial  
Transaction if:

Current Increase > 10%	
Overall Increase > 20%	

Current Increase > \$50,000

Council Date

### Scope of Work:

Contract amendment for task reallocation resulting in a zero dollar change in the contract to expand the limits of the Traffic Evaluation for FM 1902 and the Lakewood Extension beyond the Chisolm Trail Parkway intersections which includes a realignment of CR 915 and FM 1902. The additional limits are likely to add 1,200 LF of CR 915 and 1,200 LF of FM 1902 to the project scope. The additional scope for Schematic Design, survey, geotechnical analysis and SUE will be included in Amendment 2. This amendment only includes the additional Traffic Evaluation Scope.

### Background

The original contract included schematic design, final design, bidding, CCA and environmental for FM 1902 from Chisolm Trail Parkway to the Chisolm Trail connection. This scope will expand the Traffic Evaluation to include the additional FM 1902 and CR 915.

Item Number	Description	Quantity	Unit of Measure	Unit Price	Original Quantity	New Quantity	Pre-Amendment Item Value	Contract Amendment Total Amount
007.1	Task 7.1 - Traffic Evaluation (Hourly)				0		\$ 0.00	<b>\$33,595.00</b>
009.1	Task 9.1 - Chisholm Trail Pkwy Intersection Improvements (Hourly)				0		\$ 0.00	<b>-\$33,595.00</b>
								<b>\$ 0.00</b>

The work described in this contract amendment consist of furnishing the additional quantities of materials, labor, equipment, tools and incidentals as specified above that is necessary to construct the work. All work and payments shall be in accordance with the contract plans and specifications referenced in the agreement for "Lakewood Drive Ext Design" between the City of Burleson, Texas and Kimley-Horn & Associates Inc that was entered by both parties on 3/24/2023 12:00:00 AM.

End of Scope for work for City of Burleson Lakewood Drive Ext Design  
No. CA - 00001  
Contract Amendment No. CA - 00001

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN  
AND ASSOCIATES, INC.**

This is Amendment number 1 dated August 19, 2024 to the agreement between City of Burleson ("City") and Kimley-Horn and Associates, Inc. ("Engineer") dated March 24, 2023 ("the Agreement") concerning FM 1902 (Lakewood Drive) Extension, City Project No. 031023 ("Project").

The Engineer has entered into the Agreement with City for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Engineer for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Engineer will provide the services specifically set forth in the Scope of Services Attachment A.

The services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments.

For the services set forth in Attachment A, a fee breakdown by task is provided in Attachment A. Budget reallocation will be utilized for this amendment. Below is a breakdown of the fee reallocation:

Reallocation Budget:

Task 9 – Chisholm Trail Pkwy Intersection Improvements (Hourly)	(\$33,595)
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Amendment 1 Fee per Attachment A:

Task 7 – Traffic Evaluation (Hourly)	\$33,595
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**The total amount of Amendment 1 is: \$0**

A balance of \$129,675 will remain in Task 9 – Chisholm Trail Pkwy Intersection Improvements (Hourly).

CITY:

CITY OF BURLESON, TEXAS

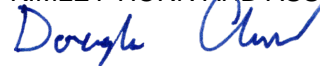
By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Douglas Arnold

Title: Contract Specialist

Date: 08/19/2024



## ATTACHMENT A

### I. Scope of Services

The Consultant understands that the City wishes to expand the limits of the Traffic Evaluation for FM 1902 and the Lakewood Extension beyond the Chisolm Trail Parkway intersections, to include a realignment of CR 915 and FM 1902. The additional limits are likely to add 1,200 LF of CR 915 and 1,200 LF of FM 1902 to the project scope. The additional scope for Schematic Design, survey, geotechnical analysis and SUE will be included in Amendment 2. This amendment only includes the additional Traffic Evaluation Scope.

The original contract included schematic design, final design, bidding, CCA and environmental for FM 1902 from Chisolm Trail Parkway to the Chisolm Trail connection. This scope will expand the Traffic Evaluation to include the additional FM 1902 and CR 915.

The Consultant will complete the following tasks:

#### **Task 7 – Traffic Evaluation (Hourly)**

##### A. Traffic Evaluation

- 1) The Consultant will collect turning movement counts at the intersections of CR 915 & FM 1902 and CR 1019 & FM 1902.
- 2) The Consultant will analyze the existing and ultimate build out for the intersection at CR 915 and FM 1902 and develop design hour turning movement volumes from the NCTCOG model at CR 915 & FM 1902 and CR 1019 & FM 1902.
- 3) The traffic study will evaluate the level of service for the project intersections and corridor and provide necessary recommendations.
- 4) The Consultant will analyze up to two (2) intersection control options.
- 5) The Consultant will perform a signal warrant study for the CR 915 and FM 1902 intersection.
- 6) The Consultant will prepare the findings and recommendations in a technical memo.
- 7) Address up to two (2) rounds of comments from the City, TxDOT and NTTA.
- 8) Meetings are included in Task 11, which will be included in Amendment 2.

## Method of Compensation

The Consultant will perform the services in Tasks 7 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 7 – Traffic Evaluation (Hourly)	\$33,595
Maximum Labor Fee	\$33,595
<b>Total Fee</b>	<b>\$33,595</b>

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

Classification	Rate
Analyst	\$165 - 250
Professional	\$235 - \$300
Senior Professional I/Project Manager	\$260 - \$360
Senior Professional II/Senior Project Manager	\$345 - \$380
Support Staff	\$110 - \$150



Item B.

CONTRACT AMENDMENT NO. CA - 00002  
TO  
Kimley-Horn & Associates Inc  
IN  
THE CITY OF BURLESON, TEXAS

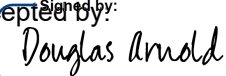
DATE: 11.21.2024 01:01PM  
OWNER: The City of Burleson Texas  
CONTRACTOR: Kimley-Horn & Associates Inc

The Contractor is directed by the Owner to make the following changes to the work specified in the above referenced contract:

SEE ATTACHED PAGES

Original Contract Amount	\$1,090,915.00		
Net INCREASE in Contract Amount from <b>Previous</b> Contract Amendment	\$0.00		
Net INCREASE in Contract Amount from <b>this</b> Contract Amendment	\$120,277.00	Current Increase (%)	11.03%
Revised Contract Total Amount	\$1,211,192.00	Overall Increase (%)	11.03%

Original Contract Completion Time	1774	Original Completion Date	01.31.2028
Change in Contract completion Time from <b>Previous</b> Contract Amendment	0	Revised Completion Date	01.31.2028
Change in Contract completion Time from <b>this</b> Contract Amendment	0		

Recommended by:	CITY OF BURLESON	Accepted by:	Kimley-Horn & Associates Inc
By: Mccullough, Michelle			
Title: Project Engineer		By: <small>D7A6C9199E604BC</small>	
		Title: Contract Specialist	

Approved By Owner: CITY OF BURLESON

By: \_\_\_\_\_  
Title: \_\_\_\_\_

For Internal Use Only  
City Council Financial  
Transaction if:

Current Increase > 10%	
Overall Increase > 20%	



Current Increase > \$50,000	
Council Date	

### Scope of Work:

Contract Amendment for expanding the limits of the Schematic Design for FM1902 and the Lakewood Extension beyond the Chisolm Trail Parkway intersections, to include a realignment of CR 915 and FM 1902. The additional limits are likely to add 1,200 LF of CR 915 and 1,200 LF of FM 1902 to the project scope. Additional survey, geotechnical analysis and SUE is also included in this amendment.

### Background

The traffic study indicated a significant volume of traffic coming from CR 915 and a signal was warranted today at the intersection of CR 915 and FM 1902. The current contract does not take into account schematic design west of the tollway which is needed in order to effectively design the extension of Lakewood to the tollway. The city met with TxDOT and proposed amending our contract to add the schematic and TxDOT will be responsible for fully funding the detail design and construction of the west side improvements. This amendment will include the schematic design of the re-alignment of FM 1902 to CR 915.

Item Number	Description	Quantity	Unit of Measure	Unit Price	Original Quantity	New Quantity	Pre-Amendment Item Value	Contract Amendment Total Amount
CA2.1	Task 1 - Design Survey				0		\$28,240.00	<b>\$17,020.00</b>
CA2.2	Task 3 - Schematic Design				0		\$154,675.00	<b>\$153,790.00</b>
CA2.3	Task 5 - Geotechnical Investigation				0		\$20,800.00	<b>\$20,132.00</b>
CA2.4	Task 11 - Meetings (Hourly)				0		\$68,660.00	<b>\$36,320.00</b>
CA2.5	Task 12 - Subsurface Utility Engineering				0		\$44,820.00	<b>\$22,690.00</b>
CA2.6	Task 9 - Chisolm Trail Pkwy Intersection Improvements (Hourly)				0		\$163,270.00	<b>\$-129,675.00</b>
								<b><u>\$120,277.00</u></b>

The work described in this contract amendment consist of furnishing the additional quantities of materials, labor, equipment, tools and incidentals as specified above that is necessary to construct the work. All work and



payments shall be in accordance with the contract plans and specifications referenced in the agreement for "Lakewood Drive Ext Design" between the City of Burleson, Texas and Kimley-Horn & Associates Inc that was entered by both parties on 3/24/2023 12:00:00 AM.

End of Scope for work for City of Burleson Lakewood Drive Ext Design  
No. CA - 00002  
Contract Amendment No. CA - 00002

**AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 2 dated September 11, 2024 to the agreement between City of Burleson ("City") and Kimley-Horn and Associates, Inc. ("Engineer") dated March 24, 2023 ("the Agreement") and modified on September 9, 2024 with Amendment number 1, concerning FM 1902 (Lakewood Drive) Extension, City Project No. 031023 ("Project").

The Engineer has entered into the Agreement with City for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Engineer for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Engineer will provide the services specifically set forth in the Scope of Services Attachment A.

The services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments.

For the services set forth in Attachment A, a fee breakdown by task is provided in Attachment A. Budget reallocation will be utilized for this amendment. Below is a breakdown of the fee reallocation and additional fee requested for this amendment:

<u>Reallocation Budget:</u>	
Task 9 – Chisholm Trail Pkwy Intersection Improvements (Hourly)	(\$129,675)
<u>Amendment 2 Fee per Attachment A:</u>	
Task 1 – Design Survey	\$17,020
Task 3 – Schematic Design	\$153,790
Task 5 – Geotechnical Investigation	\$20,132
Task 11 – Meetings (Hourly)	\$36,320
Task 12 – Subsurface Utility Engineering	\$22,690
Subtotal Amendment per Attachment A	\$249,952
<b>The total amount of Amendment 2 is:</b>	<b>\$120,277</b>

CITY:	ENGINEER:
CITY OF BURLESON, TEXAS	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: <u>Doreen Alm</u>
Title: _____	Title: <u>Contract Specialist</u>
Date: _____	Date: <u>09/11/2024</u>

## ATTACHMENT A

### I. Scope of Services

The Consultant understands that the City wishes to expand the limits of the Schematic Design for FM 1902 and the Lakewood Extension beyond the Chisolm Trail Parkway intersections, to include a realignment of CR 915 and FM 1902. The additional limits are likely to add 1,200 LF of CR 915 and 1,200 LF of FM 1902 to the project scope. Additional survey, geotechnical analysis and SUE is also included in this amendment. The additional traffic evaluation scope has been included in Amendment 1.

The original contract included schematic design, final design, bidding, CCA and environmental for FM 1902 from Chisolm Trail Parkway to the Chisolm Trail connection. This scope will expand the schematic design to include the additional FM 1902 and CR 915.

Amendment 1 included the additional traffic evaluation scope, matching the Schematic Design limits added in this amendment.

The Consultant will complete the following tasks:

#### **Task 1 – Design Survey**

The Consultant, through its subconsultant, Spooner & Associates, Inc. will provide topographic survey for the limits shown in the provided exhibit. The limits consist of 1,500 LF of CR 915; 4,200 LF of existing and proposed FM 1902 and the temporary connection between FM 1902 and the Lakewood Extension.

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, 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 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 existing City monument system.

#### **Task 3 – Schematic Design**

- A. Prior to developing the schematic plans, the Consultant will develop conceptual exhibits with up to two (2) options for the new alignment of CR 915 and FM 1902. Up to two (2) rounds of comments will be addressed prior to finalizing the conceptual layouts and proceeding with Schematic plan development (as described in this task).
- B. Schematic Plans. Schematic plan and profile will be drawn at a scale no smaller than 1" = 100' and to such detail as is necessary to meet TxDOT requirements. The Consultant will prepare schematic plans which will consist of the following:
  - 1) Roadway improvements (plan and profile) showing curb, median, turn lanes, median openings, sidewalk, existing and proposed right-of-way. The approximate location of all existing and proposed driveways within the limits of the project.

- 2) Intersection improvements based on the findings of the traffic evaluation in Task 7. One layout will be developed for the intersection of FM 1902 and CR 915.
- 3) Existing and proposed typical sections.
- 4) Existing utilities and survey data collected in Task 1 and Task 12.
- 5) A preliminary drainage study, consisting of drainage areas, location, and size of existing drainage facilities, the approximate size and alignment of proposed drainage facilities, and approximate discharges.
- 6) Existing water and sanitary sewer mains and potential conflicts (if applicable).
- 7) An opinion of probable construction cost. 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, will 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.
- 8) A 30%, 60% and Final Schematic Submittal is assumed.
- 9) Address up to three (3) rounds of comments from the City, TxDOT and NTTA on the schematic submittal.

#### **Task 5 – Geotechnical**

The Consultant, through its subconsultant (CMJ Engineering), will provide geotechnical services as follows:

- A. The Consultant will perform geotechnical investigations and analyses necessary to complete the PS&E design for FM 1902 and Lakewood Drive (east of Chisolm Train Parkway). The Consultant will prepare a geotechnical report describing existing geotechnical conditions and considerations necessary for design and construction of the project for City and TxDOT review and approval. The report will consist of up to four (4) additional pavement borings.

#### **Task 11 – Meetings (Hourly)**

- A. Meetings
  - 1) The Consultant will attend up to two (2) plan review meetings during schematic design with the City, NTTA, and TxDOT.
  - 2) The Consultant will attend up to twelve (10) coordination meetings with the City and TxDOT or other stakeholder to discuss progress, design and/or coordination items beyond in addition to the review meetings listed above.
  - 3) The Consultant will prepare an agenda and meeting notes for all meetings.

#### **Task 12 – Subsurface Utility Engineering**

The Consultant, through its subconsultant (The Rios Group), will provide subsurface utility engineering for the survey limits.

- A. Provide Subsurface Utility Engineering (SUE) to Quality Level D, C and B.
  - 1) Perform Level B SUE along new stretches of CR 915 & FM 1902 (up to 2,000 LF feet)



## Method of Compensation

The Consultant will perform the services in Tasks 1, Task 3 and Task 5 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	\$17,020
Task 3 – Schematic Design	\$153,790
<u>Task 5 – Geotechnical Investigation</u>	<u>\$20,132</u>
Total Lump Sum Fee	\$190,942

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

The Consultant will perform the services in Task 11 and Task 12 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 11 – Meetings (Hourly)	\$36,320
<u>Task 12 – Subsurface Utility Engineering</u>	<u>\$22,690</u>
Maximum Labor Fee	\$59,010

**Total Fee** **\$249,952**

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

Classification	Rate
Analyst	\$165 - 250
Professional	\$235 - \$300
Senior Professional I/Project Manager	\$260 - \$360
Senior Professional II/Senior Project Manager	\$345 - \$380
Support Staff	\$110 - \$150

# Lakewood Drive Extension Design – Survey Exhibit



**Level of Effort Spreadsheet  
TASK/HOUR BREAKDOWN  
Design Services for  
Lakewood Extension - Amendment 2**

Task No.	Task Description	Labor (hours)							Total Labor Cost	Expense			Total Expense Cost	Task Sub Total
		Senior Project Manager	Project Manager	Professional	Analyst III / EIT III	Analyst II / EIT II	Analyst I / EIT I	Admin		Subconsultant	Travel	Reproduction		
1.0	Design Survey	0	2	0	0	0	0	0	\$520	\$16,500	\$0	\$0	\$16,500	\$17,020
	Additional Survey		2						\$520	\$16,500			\$16,500	\$17,020
3.0	Schematic Design	36	118	0	304	0	330	0	\$153,790	\$0	\$0	\$0	\$0	\$153,790
	Base Files - incorporate Survey and Record Drawings		2		10		20		\$5,670				\$0	\$5,670
	Conceptual Layout (2 options, 2 revisions)	8	15		40		20		\$17,360				\$0	\$17,360
	Roadway plan layout/alignment	2	6		20		60		\$15,850				\$0	\$15,850
	Intersection Layout - CR 915 & FM 1902	2	10		10		20		\$8,440				\$0	\$8,440
	Typical Sections - TxDOT Requirements	1	4		10		20		\$6,535				\$0	\$6,535
	Roadway Profile	2	10		30				\$8,840				\$0	\$8,840
	Cross-Sections	1	15		30				\$9,795				\$0	\$9,795
	Schematic Roll Plot Exhibit		2		4		20		\$4,560				\$0	\$4,560
	Drainage Area Map	2	10		20		20		\$10,290				\$0	\$10,290
	Drainage Study	2	20		40		40		\$19,890				\$0	\$19,890
	Utility Conflicts		2						\$520				\$0	\$520
	QC and Address Comments	4	2		4		10		\$4,290				\$0	\$4,290
	30% Schematic Submittal		1		4				\$1,000				\$0	\$1,000
	Address External Comments	1	2		20		20		\$7,865				\$0	\$7,865
	60% Schematic		2		10		10		\$4,020				\$0	\$4,020
	QC and Address Comments	4	4		10		20		\$7,570				\$0	\$7,570
	60% Schematic Submittal		1		4				\$1,000				\$0	\$1,000
	Address External Comments	4	4		10		20		\$7,570				\$0	\$7,570
	90% Schematic		2		8		10		\$3,650				\$0	\$3,650
	QC and Address Comments	2	2		8		10		\$4,340				\$0	\$4,340
	90% Submittal				4				\$740				\$0	\$740
	Address External Comments	1	2		8		10		\$3,995				\$0	\$3,995
5.0	Geotechnical	0	4	0	0	0	0	0	\$1,040	\$19,092	\$0	\$0	\$19,092	\$20,132
	Geotechnical Report		4						\$1,040	\$19,092			\$19,092	\$20,132
11.0	Meetings	24	38	38	38	0	0	20	\$36,320	\$0	\$0	\$0	\$0	\$36,320
	Schematic Plan Review (2)	2	4		4				\$3,410				\$0	\$3,410
	Coordination Meetings (10)	10	10	10	10				\$10,250				\$0	\$10,250
	Meeting Agendas and Notes	12	24	24	24			20	\$22,660				\$0	\$22,660
12.0	SUE	0	2	0	0	0	0	0	\$520	\$22,170	\$0	\$0	\$22,170	\$22,690
	Level B		2						\$520	\$22,170				\$22,690
	<b>Totals</b>	<b>60</b>	<b>164</b>	<b>38</b>	<b>342</b>	<b>0</b>	<b>330</b>	<b>20</b>	<b>\$192,190</b>	<b>\$57,762</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,762</b>	<b>\$249,952</b>

Project Summary	
Total Labor	\$192,190
Total Expense	\$57,762
<b>Total Project Cost</b>	<b>\$249,952</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item B.

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

Certificate Number:  
2024-1244553

Date Filed:  
12/03/2024

Date Acknowledged:

**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

**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.**

Amend CA-00002  
Schematic Design for FM1902 and the Lakewood Extension beyond the Chisolm Trail Parkway intersections, to include a realignment of CR 915 and FM 1902

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

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is 11/11/1988.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.  
(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 3RD day of DECEMBER, 2024.  
(month) (year)

*Sarah Meza*

Signature of authorized agent of contracting business entity  
(Declarant)

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## Economic Development Corporation (Type A)

**DEPARTMENT:** Economic Development

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

**MEETING:** December 9, 2024

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**SUBJECT:**

Consider approval of a Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethesda Water Supply for infrastructure to support industrial development in the City of Burleson, Texas.  
*(Staff Contact: Alex Philips, Economic Development Director)*

**SUMMARY:**

Bethesda owns, operates, and maintains facilities for distributing treated water and holds an exclusive certificate of convenience and necessity to furnish water to an area within the City of Burleson in the southern areas of the City and in Highpoint Business Park.

The City has received a proposal for a new food manufacturing facility to be located in Highpoint Business Park that has a requirement of water that cannot be fulfilled with today's capacity. To be able to provide the water supply needed to secure the new facility a new pump at Bethesda's water tower they would need to add an additional pump.

To encourage this development in Highpoint Business Park, the EDC desires to reimburse Bethesda Water Supply the cost of adding the new pump to their system to facilitate the capacity needed for this user. The EDC has determined and found that the project is suitable or required for the construction of infrastructure necessary to develop new or expanded business in Highpoint Business Park. The EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the project being located in the City, and desires to have Bethesda to construct and operate the water pump in the City. The project will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the project is anticipated to outweigh the amount of expenditures required of the EDC by the project under this Agreement.

**RECOMMENDATION:**

Approve a Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethesda Water Supply for infrastructure to support industrial development in the City of Burleson, Texas

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

N/A

**REFERENCE:**

Insert CSO# if applicable

Insert resolution or ordinance change

**FISCAL IMPACT:**

Project can be funded from the 4A fund. This will be included in the mid-year budget adjustment.

**STAFF CONTACT:**

Alex Philips  
Economic Development Director  
[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9613



# Bethesda Water Supply

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BURLESON 4A ECONOMIC DEVELOPMENT CORP.

12/09/2024

# Bethesda Water

- Sourced from City of Fort Worth and some wells
- Bethesda has been an incredible partner in the development of Highpoint Business Park.
- Bethesda Water has insufficient flow to provide the 1,500gpm of fire flow plus the additional max day peak hour flow to serve the project and future development in the park.
  - The additional pump will be able to provide an additional 1,000gpm in excess of what is needed during the max peak period and fire flow needed
- Bethesda has made numerous upgrades to their system over the years and continue to do so.
- The new pump will provide the capacity needed for this project and other users in the park that may be looking at expanding.



**Bethesda Water  
Supply Corporation**





# Performance Agreement

## TERMS

- EDC commits \$250,000 toward the purchase and installation of a water pump.
- EDC will only make payment once the pump has been installed and in service.
- Bethesda Water must complete the project by December 31, 2026.
- Payment will be made after the EDC verifies that the Water Pump is fully functional and capable of providing water capacity sufficient for the new industrial development.



# Requested Action

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- \*Approve a Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethesda Water Supply for infrastructure to support industrial development in the City of Burleson, Texas
- Deny a Performance Agreement between The Burleson 4A Economic Development Corporation and the Bethesda Water Supply for infrastructure to support industrial development in the City of Burleson, Texas

\*Staff recommends approval

# Questions / Comments

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Alex Philips  
Economic Development Director  
aphilips@burlesontx.com  
817-426-9638

**PERFORMANCE AGREEMENT BETWEEN**  
**THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND**  
**BETHESDA WATER SUPPLY CORPORATION**

This Economic Development Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and among the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City of Burleson, Counties of Johnson and Tarrant, State of Texas (the "EDC"), by and through its President, and Bethesda Water Supply Corporation ("Bethesda"), acting by and through its duly-authorized General Manager, Steve Sievers. In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1.**  
**WITNESSETH**

- 1.01 Bethesda owns, operates, and maintains facilities for distributing treated water and holds an exclusive certificate of convenience and necessity to furnish water to an area within the City of Burleson (the "City"), specifically a forty (40) acre tract in HighPoint Business Park of the City as depicted on **Exhibit A** (the "Area").
- 1.02 Bethesda is the water utility provider to the Area.
- 1.03 The EDC has received a proposal for a new food manufacturer development in the Area, but the Area development requires additional water capacity to provide 1,500 gallons per minute (gpm) of fire flow and max day peak hour flow.
- 1.04 Bethesda has studied the necessary upgrades to serve the new industrial user in the Area, and has determined the total cost to provide the water capacity needed is \$250,000 for a new water pump to be purchased, installed, and put into service.
- 1.05 To encourage the new industrial development in the Area, the EDC desires to facilitate the water pump purchase and installation
- 1.06 The EDC has determined and found that the Project, as defined herein, that the expenditure of the EDC set forth in this Agreement are suitable or required for the construction of infrastructure necessary to promote or develop new or expanded business and industrial purposes, and falls within the definition of a project" as defined in Section 501.103 of the Act.
- 1.07 The EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the

Project being located in the City, and desires to have Bethesda purchase and install the new water pump.

- 1.08 The Project will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Project is anticipated to outweigh the amount of expenditures required of the EDC by the Project under this Agreement.
- 1.09 The EDC has found the Project will contribute to an increase in economic development in the City.

## **ARTICLE 2 DEFINITIONS**

- 2.01 The terms "Agreement," "Area," "Bethesda," "City," "EDC," "Effective Date," and shall have the meanings provided, above.
- 2.02 "Project" means the EDC contributing Two Hundred Fifty Thousand Dollars (\$250,000.00) towards the purchase and installation of the water pump.
- 2.03 "Water Pump" means the providing the requisite water flow, including the purchase and installation by Bethesda of a water pump, sufficient to provide fire suppression service and water capacity to new industrial facilities in the Area, in general conformance with the depiction on Exhibit B, and consistent with the water system demands listed below:

<b>Average Day Water Demand (gpm)</b>	<b>Max Day Water Demand (MDD) (gpm)</b>	<b>Max Day Demand +Peak Hour Water Demand (PH) (gpm)</b>	<b>Max Day Demand +Peak Hour + Fire Flow (gpm)</b>
156.3	312.6	466.7	1,966.7

## **ARTICLE 3. AUTHORIZATION**

The EDC finds and determines that this Agreement is authorized and governed by the Development Corporation Act of 1979, and the Development constitutes a Project as contemplated by the Act.

## **ARTICLE 4. TERM**

The term of this Agreement shall commence on the Effective Date and will terminate when the obligations of both parties are met, or five (5) years from the Effective Date, whichever occurs first.

**ARTICLE 5.**  
**OBLIGATIONS OF BETHESDA**

No later than December 31, 2026, Bethesda shall complete construction of the Water Pump in full conformance with all state and federal law, and applicable ordinances of the City, including but not limited to the Right-of-Way Management Ordinance found in Chapter 70 of Code of Ordinances, City of Burleson, Texas. Construction of the Water Pump shall conform to industry standards and the requirements required by law.

**ARTICLE 6.**  
**OBLIGATIONS OF THE EDC**

Provided Bethesda is in full conformance with the material terms of this Agreement, the EDC shall pay to Bethesda Two Hundred and Fifty Thousand Dollars (\$250,000) within ninety (90) days after completion of the Water Pump and the EDC verifies that the Water Pump is fully functional and capable of providing water capacity sufficient for the new industrial development.

**ARTICLE 7.**  
**AUTHORITY; COMPLIANCE WITH LAW**

- 7.01 Bethesda hereby represents and warrants to the City that its has full lawful right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by the Bethesda Board of Directors and this Agreement constitutes the legal, valid, and binding obligation of Bethesda Board of Directors, and is enforceable in accordance with its terms and provisions.
- 7.02 Notwithstanding any other provision of this Agreement, Bethesda shall comply with all federal, state, and local laws.
- 7.03 To the extent applicable to Bethesda, during the term of this Agreement, Bethesda agrees not to knowingly employ any undocumented workers at the Water Line, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Bethesda shall repay the amount of the EDC contributions received by Bethesda as of the date of such violation within one hundred twenty (120) business days after the date Bethesda is notified by the EDC of such violation, plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to Bethesda's or violation of this section.

**ARTICLE 8.**  
**DEFAULT AND REMEDIES**

- 8.01 Default by Bethesda. In the event: (i) Bethesda fails to fulfill its obligations under Article 4 of this Agreement; or (ii) Bethesda materially breaches any of the material terms and conditions of this Agreement, then Bethesda after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, the EDC shall give Bethesda written notice of such breach and/or default, and if Bethesda has not cured such breach or default within ninety (90) days after receipt of such notice, the EDC may terminate this Agreement by written notice to Bethesda, and the EDC shall have no further obligation to Bethesda.
- 8.02 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by EDC.

#### **ARTICLE 9.** **RIGHT OF OFFSET**

Bethesda agrees that, subject to the provision of Notice by the EDC and 60-day period following receipt of Notice in which Bethesda may respond or act, the EDC may offset the amount of incentives due to Bethesda under Article 5 for any calendar year under this Agreement against any amount which is: (i) lawfully due to the EDC from Bethesda, and (ii) not subject to challenge by Bethesda in a court of competent jurisdiction by Bethesda.

#### **ARTICLE 10.** **FORCE MAJEURE**

Performance of Bethesda's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Bethesda's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

#### **ARTICLE 11.** **ASSIGNMENT**

Bethesda may not assign any part of this Agreement without consent or approval by the EDC.

**ARTICLE 12.**  
**MISCELLANEOUS MATTERS**

- 12.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 12.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The EDC (including its past, present and future officers, elected officials, directors, employees and agents of the EDC) does not assume any responsibility to any third party in connection with Bethesda's construction of the Water Pump.
- 12.03 Applicable Law and Venue. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable state and federal laws. This Agreement is performable in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas. Venue for any action arising under this Agreement shall lie in the State District Courts of Johnson County or if in federal court, the 5<sup>th</sup> Circuit Federal District Court.
- 12.04 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 12.05 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 12.06 Relationship of Parties. The parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either party be an agent, representative, trustee, or fiduciary of the other. Neither party shall have any authority to bind the other to any agreement.
- 12.07 Governmental Powers. By execution of this Agreement, the EDC does not waive or surrender any governmental immunities, powers or rights.



- 12.08 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 12.09 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 12.10 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after depositing, with such an overnight courier service or (c) two (2) business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**Bethesda:** Bethesda Water Supply  
509 S. Burleson Boulevard  
Burleson, TX, 76028  
Attn: General Manager

**EDC:** Board President  
Burleson Economic Development Corporation  
141 West Renfro  
Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107

- 12.11 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- 12.12 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be

substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

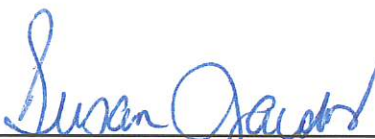
12.13 Texas Government Code Verifications. To the extent the following statutes are applicable to Bethesda, Bethesda verifies and certifies that it does not and during the duration of this Agreement will not:

- A. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- B. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- C. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- D. Operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- E. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

*[Remainer of page intentionally blank. Signature pages to follow.]*

**Bethesda Water Supply Corporation**By:   
Steve Sievers, General ManagerDate: 11/19/2024STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on Nov. 19<sup>th</sup>, 2024 by Steve Sievers, the General Manager of Bethesda Water Supply Corporation, on behalf of said entity.

  
Notary Public, State of Texas

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

**BURLESON ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of the Burleson Economic Development Corporation, on behalf of said entity.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

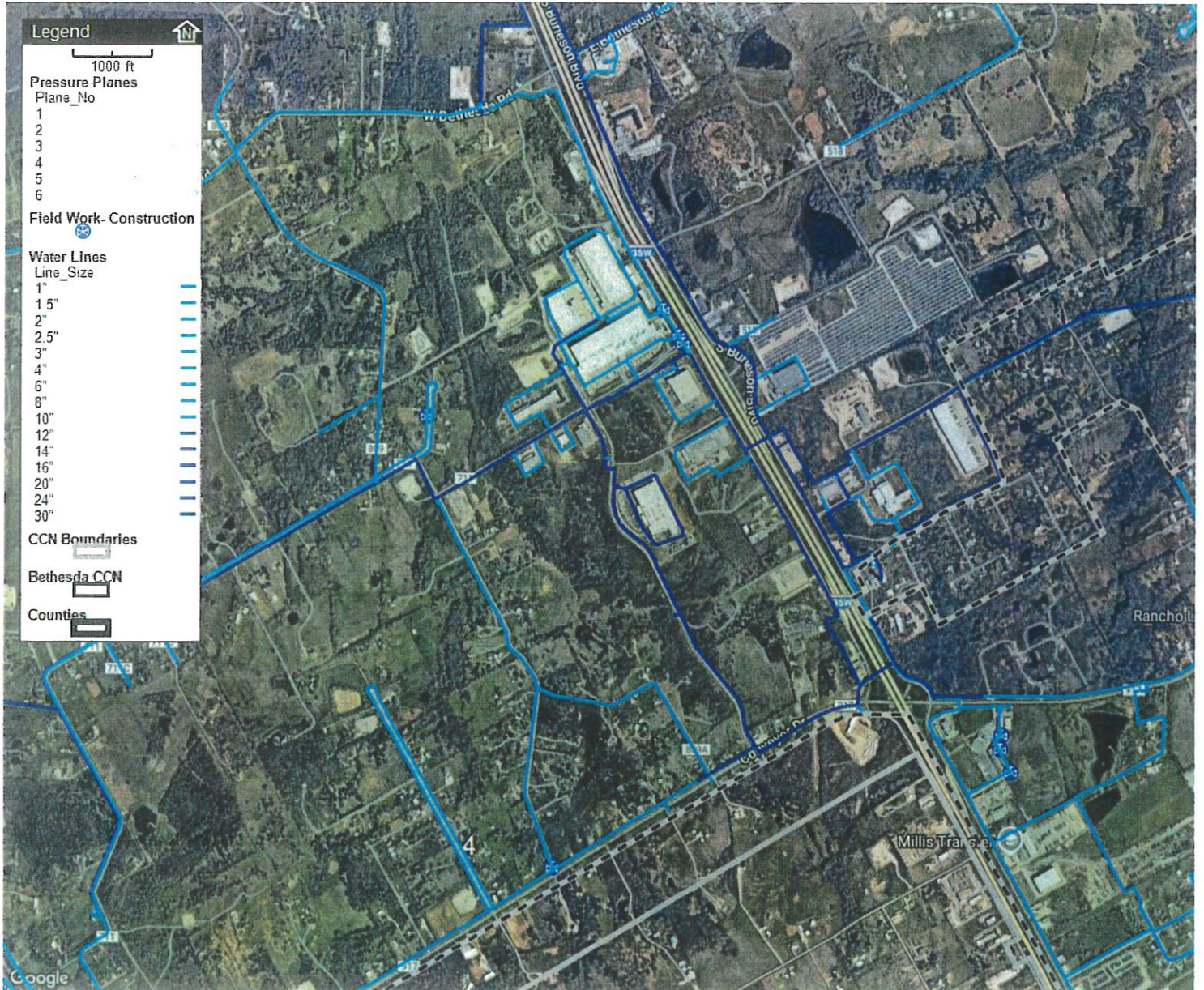


# Exhibit A

## Depiction of The Area

10/31/24, 3:58 PM

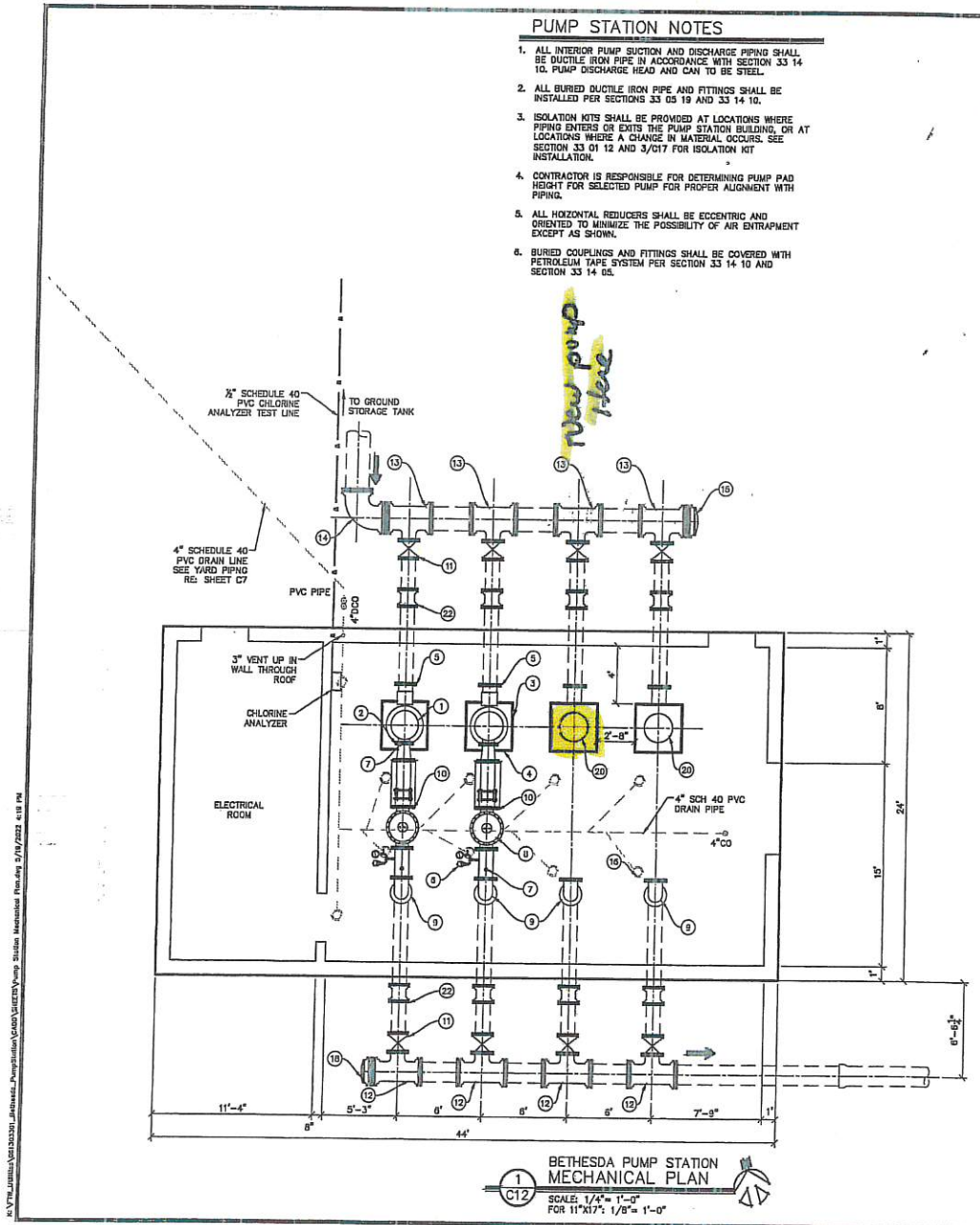
Print Preview





## Exhibit B

### Depiction of Location of the Water Pump



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## Economic Development Corporation (Type A)

**DEPARTMENT:** Economic Development

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

**MEETING:** December 9, 2024

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**SUBJECT:**

Consider approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and Paris Baguette U.S.A., Inc. for a 267,000 square foot food manufacturing facility located on Vantage Drive in Highpoint Business Park in Burleson, Texas. *(Staff Presenter: Alex Philips, Economic Development Director)*

**SUMMARY:**

Paris Baguette U.S.A., Inc. has executed a land sale contract for approximately 30 acres located in Highpoint Business Park adjacent to Golden State Foods. They are proposing to build a 267,000 square foot food manufacturing facility in two phases and employ 450 new full-time employees at full build out with an average wage of \$49,780. The company plans to invest a minimum of \$165 million dollars for the building and equipment.

Paris Baguette is a French inspired bakery café with South Korean roots. They currently serve over 4,000 locations including 170 stores in the United States. The company has a goal of 1,000 stores in the United States by 2030. This would be the first North American manufacturing facility and would serve locations in the United States and Canada.

In order to receive the proposed incentives, Paris Baguette U.S.A., Inc will be required to adhere to the following conditions:

- Design and construct the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- Design and construct the Development in substantial conformance with the Concept Plan included in the agreement.
- Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- Paris Baguette U.S.A, Inc. to close on the property by January 31, 2025.

- Paris Baguette U.S.A, Inc to submit the building plans of Phase 1 at least 150,000 square feet food manufacturing facility for the development by April 30, 2025.
- Paris Baguette U.S.A, Inc to commence construction on Phase 1 by June 30, 2025.
- Paris Baguette U.S.A, Inc., to complete the construction of at least 150,000 square foot food manufacturing facility with a capital investment of at least \$110 million dollars by December 31, 2027.
- Paris Baguette U.S.A, Inc to submit the building plans of Phase 2 at least 117,000 square feet food manufacturing facility for the development by March 1, 2028.
- Paris Baguette U.S.A, Inc to commence construction on Phase 2 by January 1, 2029.
- Paris Baguette U.S.A, Inc., to complete the construction of at least 117,000 square foot food manufacturing facility with a capital investment of at least \$55 million dollars by December 31, 2029.
- Paris Baguette U.S.A, Inc., to employ 125 FTEs as of the first anniversary of the Opening Date.
- Paris Baguette U.S.A, Inc., to employ 250 FTEs as of the third anniversary of the Opening Date.
- Paris Baguette U.S.A, Inc., to employ 450 FTEs as of the tenth anniversary of the Opening Date.

As performance measures are met, Paris Baguette U.S.A., Inc. would receive the following incentives:

- Upon closing of the acquisition of the Land and the Company's submittal of building plans, civil engineering plans, and other planning documents for the construction and development of the Improvements to the City, EDC shall provide the Company with a cash grant of Three Hundred Thousand Dollars (\$300,000).
- Upon the Company's receipt of the building permit for the Phase 1 Facility, EDC shall provide the Company with a cash grant of One Hundred Eighty Thousand Dollars (\$180,000).
- Upon the City's completion of the inspection and approval of the foundation for the Phase 1 Facility, EDC shall provide the Company with a cash grant of Three Hundred Sixty Thousand Dollars (\$360,000).
- Upon the Company's receipt of the Certificate of Occupancy for the Phase 1 Facility, EDC shall provide the Company with a cash grant of Three Hundred Sixty Thousand Dollars (\$360,000)



- Upon the company closing on the 7-acre tract the EDC shall provide the company a cash grant of One Hundred Thousand Dollars (\$100,000)
- Upon the Company's receipt of the building permit for the Phase 2 Facility, EDC shall provide the Company with a cash grant of One Hundred Eighty Thousand Dollars (\$580,000).
- Upon the Company's full payment of all applicable fees imposed by the City related to the construction of the Improvements, EDC shall provide the Company with a cash grant to reimburse up to One Hundred Fifty Thousand Dollars (\$150,000) of such fees.
- Upon completion of the gas line extension to the Land by Atmos Energy Corporation or any other gas utility provider designated by the Company, EDC shall provide the Company with a cash grant to reimburse up to Three Hundred Thousand Dollars (\$300,000) of the extension costs.
- Upon the Company's receipt of the Certificate of Occupancy for the Phase 2 Facility, EDC shall provide the Company with a cash grant of Five Hundred Thousand Dollars (\$500,000)
- Upon the Company's hiring of 125 FTEs, EDC shall provide the Company with a cash grant of Five Hundred Thousand Dollars (\$500,000).
- Upon the Company's hiring of 250 FTEs, EDC shall provide the Company with a cash grant of Two Hundred Fifty Thousand Dollars (\$250,000)
- Upon the Company's hiring of 450 FTEs, EDC shall provide the Company with a cash grant of Two Hundred Fifty Thousand Dollars (\$250,000).
- Upon the first anniversary of the Company's receipt of the Certificate of Occupancy for the Phase 2 Facility, EDC shall provide the Company with a cash grant of Three Hundred Twenty Thousand Dollars (\$320,000).

The Burleson 4A Economic Development Corporation is under contract on 10 acres that is adjacent to the future site of this development. Part of the agreement is once the Burleson 4A closes and acquires the ten acres the Burleson 4A will offer a Right of First Refusal to Paris Baguette for a period of ten years on 7 acres of the acquired land.

#### **OPTIONS:**

- 1) Approve as presented
- 2) Deny

#### **RECOMMENDATION:**

Staff recommends approving the Performance Agreement.

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

N/A

**FISCAL IMPACT:**

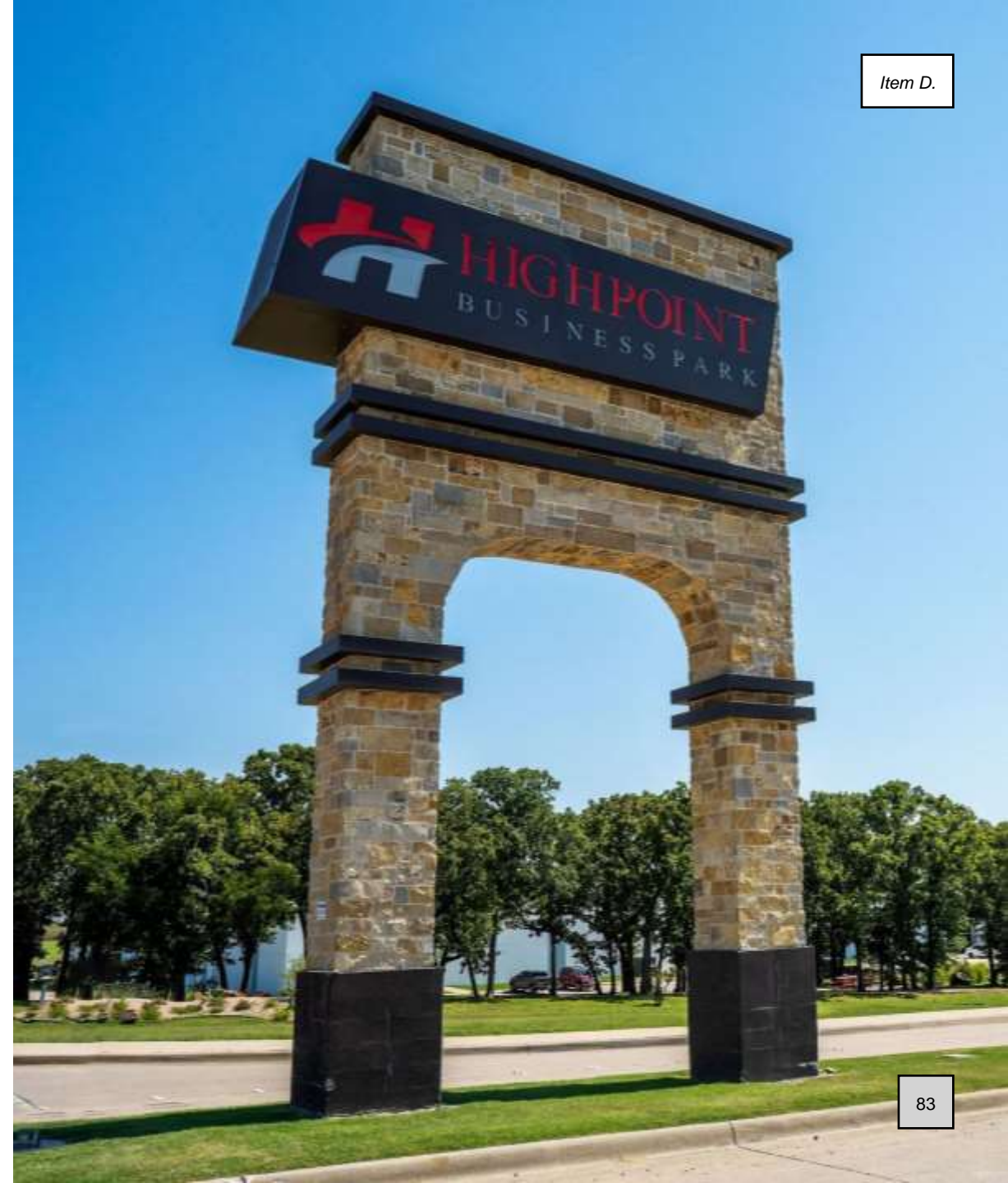
The incentives offered to Paris Baguette U.S.A, Inc. (\$4,150,000) will be budgeted over a period of ten years out of the Burleson 4A Economic Corporation planned incentives.

**STAFF CONTACT:**

Alex Philips  
Economic Development Director  
[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9613

# Project Dough

City Council  
12/09/2024



# Paris Baguette

- Large Baked Goods Manufacturer under contract to purchase 30 acres in HighPoint Business Park
- First North American manufacturing plant
- 450 new full time jobs
- \$165 Million minimum total capital investment
- Parent company is located in Seoul, South Korea and US headquarters are in New Jersey
- This is the first North American manufacturing facility
- Over 4,000 retail stores worldwide but only 170 in North America. Goal to have 1,000 locations in the US by 2030.
- Staff has been working with the site selectors and company officials since November of 2023.



Item D.





# Tax Abatement Reinvestment Zone

Item D.

- Section 312 of Texas Tax Code guides process for establishing the zone.
- Notice provided in newspaper for public hearing on October 13, 2024.
- Notice to taxing entities provided on October 11, 2024.
- Public hearing / First reading of Ordinance.
  - October 21, 2024
- Final Reading of Ordinance approving Tax Abatement Reinvestment Zone #9
  - November 4, 2024
- Approximately a 30 Acre site located on Vantage Drive north of FM 917



# Tax Abatement Details

Item D.

- Paris Baguette would receive a 50% rebate of City property taxes for a period of ten years.
- The term of the abatement would begin on January 1 of the calendar year following the opening of the facility.
- The value of the incentive would be an estimate of \$3,598,968 if the company constructs both phases of the development outlined in the performance agreement.
- Paris Baguette would additionally qualify for an tax abatement with Johnson County that would be an estimated \$2,045,881.
- The Johnson County Abatement is scheduled to be heard by the Commissioners in January.





# Paris Baguette Obligations



Item D.

- Paris Baguette U.S.A, Inc. to close on the property by January 31, 2025.
- Paris Baguette U.S.A, Inc to submit the building plans of Phase 1 at least 150,000 square feet food manufacturing facility for the development by April 30, 2025.
- Paris Baguette U.S.A, Inc to commence construction on Phase 1 by June 30, 2025.
- Paris Baguette U.S.A, Inc., to complete the construction of at least 150,000 square foot food manufacturing facility with a capital investment of at least \$110 million dollars by December 31, 2027.
- Paris Baguette U.S.A, Inc to submit the building plans of Phase 2 at least 117,000 square feet food manufacturing facility for the development by March 1, 2028.
- Paris Baguette U.S.A, Inc to commence construction on Phase 2 by January 1, 2029.
- Paris Baguette U.S.A, Inc., to complete the construction of at least 117,000 square foot food manufacturing facility with a capital investment of at least \$55 million dollars by December 31, 2029.
- Paris Baguette U.S.A, Inc., to employ 125 FTEs as of the first anniversary of the Opening Date.
- Paris Baguette U.S.A, Inc., to employ 250 FTEs as of the third anniversary of the Opening Date.
- Paris Baguette U.S.A, Inc., to employ 450 FTEs as of the tenth anniversary of the Opening Date.

# Burleson 4A Obligations

- Upon closing of the acquisition of the Land, submittal of building plans, civil engineering plans, and other planning documents for the construction and development of the Improvements, EDC shall provide the Company with a cash grant of \$300,000.
- Upon the receipt of the building permit for the Phase 1 Facility, EDC shall provide the Company with a cash grant of \$180,000.
- Upon the inspection and approval of the foundation for the Phase 1 Facility, EDC shall provide the Company with a cash grant of \$360,000.
- Upon the receipt of the Certificate of Occupancy for the Phase 1 Facility, EDC shall provide the Company with a cash grant of \$360,000.
- Upon closing of the acquisition of the 7-acre parcel, EDC shall provide the Company with a cash grant of \$100,000.
- Upon the receipt of the building permit for the Phase 2 Facility, EDC shall provide the Company with a cash grant of \$580,000.
- Upon the full payment of all applicable fees imposed by the City related to the construction of the Improvements, EDC shall provide the Company with a cash grant to reimburse up to \$150,000 of such fees.
- Upon completion of the gas line extension EDC shall provide the Company with a cash grant to reimburse up to \$300,000 of the extension costs.
- Upon the receipt of the Certificate of Occupancy for the Phase 2 Facility, EDC shall provide the Company with a cash grant of \$500,000.
- Upon the hiring of 125 FTEs, EDC shall provide the Company with a cash grant of \$500,000.
- Upon the hiring of 250 FTEs, EDC shall provide the Company with a cash grant of \$250,000.
- Upon the hiring of 450 FTEs, EDC shall provide the Company with a cash grant of \$250,000.
- Upon the first anniversary of the Company and receipt of the Certificate of Occupancy for the Phase 2 Facility, EDC shall provide the Company with a cash grant of \$320,000.



# Clawbacks

Item D.

- If the Company does not meet the performance measures of commencing construction by June 1, 2025 and obtaining the Certificate of Occupancy for Phase 1 by December 31, 2027 the company would have to do the following:
  - Within 30 day repay all incentives that have been disbursed up to that date which would be \$1,200,000.
- If the Company does not meet any of the other performance measures in the agreement the incentives will not be paid out.

We want to make sure that we will have improvements on the ground with Phase 1.



# Right of First Refusal Details

- If the adjacent development did not move forward then the EDC would not move forward with the purchase of the property
- The adjacent develop will receive a 10 year “first right of refusal on seven acres of the 10 acre parcel
- If the EDC receives a contract in that time the adjacent development would have 30 days to purchase the property of decline the first right



# Incentive Payout

Item D.

Performance Measure	Incentive
Close on 30ac tract and submit plans	\$300,000
Close on 7ac tract	\$100,000
Receive phase 1 building permit	\$180,000
Acceptance of building foundation	\$360,000
Receive phase 1 certificate of occupancy	\$360,000
Receive phase 2 building permit	\$580,000
Full payment of development fees (reimburse)	Up to \$150,000
Acceptance of gas line extension (reimburse)	Up to \$300,000
Receive phase 2 certificate of occupancy	\$500,000
Hiring of 125 FTEs	\$500,000
Hiring of 250 FTEs	\$250,000
Hiring of 450 FTEs	\$250,000
Upon first anniversary of fully operational development	\$320,000
<b>Total</b>	<b>\$4,150,000</b>

# Paris Baguette Incentive Summary

Item D.

- Burleson 4A Incentives
  - \$4,150,000 over 10 years
- City of Burleson Incentives
  - 50% abatement for 10 years
- Johnson County Incentives
  - 50% abatement for 10 years

4A Incentive/Capex

2.52%

4A Incentive Total

\$ 4,150,000.00

GF Incentive Total

\$ 3,598,968.38

Total City Incentive

\$ 7,748,968.38

4A 10yr ROI	4A 20yr ROI
-100%	-100%
GF 10yr ROI	GF 20yr ROI
114%	461%
\$ 8,230,489.81	\$ 21,582,939.17

**Total Incentive Package - \$9,794,849**

# Incentives ROI

Item D.

Project Dough 450 Jobs	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10	2044 Year 20
CAPEX	\$ -	\$ 110,000,000.00	\$ -	\$ -	\$ 55,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraised Value (70% of CAPEX)	\$ -	\$ 77,000,000.00	\$ 79,310,000.00	\$ 81,689,300.00	\$ 139,139,979.00	\$ 143,314,178.37	\$ 147,613,603.72	\$ 152,042,011.83	\$ 156,603,272.19	\$ 161,301,370.35	\$ 216,775,553.63
Revenue											
4A Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GF Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ -	\$ 487,025.00	\$ 501,635.75	\$ 516,684.82	\$ 880,060.37	\$ 906,462.18	\$ 933,656.04	\$ 961,665.72	\$ 990,515.70	\$ 1,020,231.17	\$ 1,371,105.38
Development Fee	\$ 100,000.00										
Sewer	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
Expenses											
Tax Abatement	\$ -	\$ (243,512.50)	\$ (250,817.88)	\$ (258,342.41)	\$ (440,030.18)	\$ (453,231.09)	\$ (466,828.02)	\$ (480,832.86)	\$ (495,257.85)	\$ (510,115.58)	
Land Reimb.	\$ (300,000.00)	\$ (100,000.00)			\$ (400,000.00)						
Fees Reimb.	\$ (150,000.00)										
Gas Line Rebate		\$ (300,000.00)									
Jobs		\$ (500,000.00)		\$ (250,000.00)						\$ (250,000.00)	
Performance	\$ (540,000.00)	\$ (680,000.00)			\$ (180,000.00)	\$ (500,000.00)					
Annual	\$ (890,000.00)	\$ (1,291,487.50)	\$ 295,817.88	\$ 53,342.41	\$ (94,969.82)	\$ (1,768.91)	\$ 511,828.02	\$ 525,832.86	\$ 540,257.85	\$ 305,115.58	\$ 1,416,105.38
Cumulative		\$ (2,181,487.50)	\$ (1,885,669.63)	\$ (1,832,327.21)	\$ (1,927,297.03)	\$ (1,929,065.94)	\$ (1,417,237.92)	\$ (891,405.06)	\$ (351,147.21)	\$ (46,031.62)	\$ 12,450,649.56

2.52% inventive ratio  
Break-even in year 7

4A 10yr ROI -100%	4A 20yr ROI -100%
GF 10yr ROI 114%	GF 20yr ROI 461%
\$ 7,702,936.75	\$ 20,199,617.93

# Requested Action

Item D.

- Approve the resolution ratifying the 4A Economic Development Corporations Board's actions taken on the approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and Paris Baguette U.S.A., Inc. for a 267,000 square foot food manufacturing facility.
- Deny the resolution ratifying the 4A Economic Development Corporations Board's actions taken on the approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and Paris Baguette U.S.A., Inc. for a 267,000 square foot food manufacturing facility.
- Approve the Tax Abatement Agreement between the City of Burleson and Paris Baguette U.S.A., Inc., for a food manufacturing facility located in Highpoint Business Park in Tax Abatement Reinvestment Zone Number 009, City of Burleson.
- Deny the Tax Abatement Agreement between the City of Burleson and Paris Baguette U.S.A., Inc., for a food manufacturing facility located in Highpoint Business Park in Tax Abatement Reinvestment Zone Number 009, City of Burleson.



\*Staff Recommends Approval of the Performance Agreement and Tax Abatement Agreement

# Questions



## Questions/Feedback