

---

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

---

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

1. **CALL TO ORDER**

Invocation - Gloria Gillaspie, Senior Pastor Open Door Church

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

- A proclamation recognizing "Procurement Professionals' Day" on March 12, 2025. (*Recipient: Purchasing Division*)

B. Presentations

-A presentation to recognize the library for receiving the 2024 Achievement of Excellence in Libraries Award.

C. Community Interest Items

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

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

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

4. **CITIZENS APPEARANCES**

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

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

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

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

## 5. CONSENT AGENDA

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

- A. Consider and take possible action on the minutes from the February 17, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B. Consider and take possible action on amendments to City Council Policy 36, addressing purchasing authority elements. *(Staff Contact: Lauren Seay, Deputy Director of Administrative Services)*
- C. Consider and take possible action on an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(Final Reading) (Staff Contact: Tony McIlwain, Development Services Director)*
- D. Consider and take possible action on a resolution authorizing an Advance Funding Agreement (AFA), in the amount of \$253,000.00, with the Texas Department of Transportation (TxDOT) for SH174 Widening Project (Project #197405) and authorize the City Manager to sign on behalf of the City. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

## 6. DEVELOPMENT APPLICATIONS

- A. Chisholm Summit at 9325 CR 1016, Voluntary Annexation (Case 24-343): Hold a public hearing and consider and take possible action on an ordinance for voluntary annexation of approximately 88.140 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, described in the F.A. Claridge Survey, abstract no. 142, located at 9325 CR 1016, related to a previously approved development agreement; providing a penalty clause; and providing for an effective date. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- B. Chisholm Summit at 9325 CR 1016 (Case 24-367): Hold a public hearing and consider and take possible action on an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 88.140 acres of land in the F.A. Claridge Survey, abstract no. 142, located at 9325 CR 1016 in the City of Burleson, Johnson County, Texas, from defaulted "A", Agriculture



zoning district, to "PD" Planned Development zoning district, making this ordinance cumulative of prior ordinances; providing a severability clause; providing a penalty clause; and providing for an effective date. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission unanimously recommended approval)*

## 7. **REPORTS AND PRESENTATIONS**

- A.** Receive a report, hold a discussion and provide staff direction on the city's website update. *(Staff Contact: DeAnna Phillips, Director of Community Services)*
- B.** Receive a report, hold a discussion and provide staff direction on the animal services adoption trailer. *(Staff Contact: DeAnna Phillips, Director of Community Services)*
- C.** Receive a report, hold a discussion, and provide staff direction regarding the Hulen Street Widening Project. *(Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)*
- D.** Receive a report, hold a discussion, and provide staff direction regarding the CR1020 (Alsby Boulevard) Extension – Phase 3 alignment and cross section. (ST2301) *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

## 8. **LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS**

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

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

## 10. **RECESS INTO EXECUTIVE SESSION**

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**  
-Steering Committee of Cities Served by Oncor

## 11. **ADJOURN**

### **CERTIFICATE**

I hereby certify that the above agenda was posted on this the 26th of February 2025, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

**ACCESSIBILITY STATEMENT**

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

---

**City Council Regular Meeting**

**DEPARTMENT:** City Secretary's Office  
**FROM:** Monica Solko, Deputy City Secretary  
**MEETING:** March 3, 2025

---

**SUBJECT:**

Consider and take possible action on the minutes from the February 17, 2025 regular council meeting. *(Staff contact: Monica Solko, Deputy City Secretary)*

**SUMMARY:**

The City Council duly and legally met on February 17, 2025 for a regular council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

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

**BURLESON CITY COUNCIL REGULAR MEETING  
FEBRUARY 17, 2025  
DRAFT MINUTES**

**ROLL CALL**

**COUNCIL PRESENT:**

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

**Staff present**

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

**COUNCIL ABSENT:**

Victoria Johnson

**1. CALL TO ORDER –**

Mayor Fletcher called the meeting to order. **Time: 5:33 p.m.**

Invocation – Mayor Chris Fletcher

Pledge of Allegiance to the US Flag

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

**2. PUBLIC PRESENTATIONS**

**A. Proclamations**

- None.

**B. Presentations**

- None.

**C. Community Interest Items**

- Find information on the city's website regarding warming places during the cold temperatures next week.
- Welcome back Council member Larry Scott.
- Council member Scott, thanked everyone for their prayers, positive thoughts, thanked his wife Sherry for her support.

- Council member Boedeker, congratulated the Police Communications Department for their clever social media post on fugitive bingo.

### 3. **CHANGES TO POSTED AGENDA**

#### **A. Items to be continued or withdrawn**

- None.

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

- Add items 7B, 7C and 7D to consent.

### 4. **CITIZEN APPEARANCES**

- Lonnie Freeman, came forward with concern on water supply safety, trash in the bike lane on Summercrest and Planet Fitness policy.

### 5. **CONSENT AGENDA**

#### **A. Minutes from the February 3, 2025 regular council meeting. (Staff Contact: Lisandra Leal, Assistant City Secretary)**

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

Motion passed 6-0, with Victoria Johnson absent.

#### **B. CSO#5741-02-2025, agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for 2025 Farmer's Markets (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 6-0, with Victoria Johnson absent.

#### **C. CSO#5742-02-2025, contract with Polarity Networks, LLC, for the installation of networking infrastructure for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of \$73,240.00. (FA2302) (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

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

Motion passed 6-0, with Victoria Johnson absent.

#### **D. CSO#5743-02-2025, contract with Stone Security for the purchase and installation of access control and cameras for the Fire Station 1 renovation project through a cooperative purchase agreement with TIPS in the amount of**

**\$75,727.59. (FA2302) (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

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

Motion passed 6-0, with Victoria Johnson absent.

**E. CSO#5744-02-2025, three-year contract with SHI Government Solutions for the Microsoft Enterprise Agreement through a cooperative purchase agreement with DIR in the amount of \$657,576.00. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

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

Motion passed 6-0, with Victoria Johnson absent.

**F. CSO#5745-02-2025, resolution approving the city's Equipment Replacement Fund Program. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

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

Motion passed 6-0, with Victoria Johnson absent.

**G. CSO#5746-02-2025, amendment to professional services agreement with Ellerbee-Walczak, Inc. (CON#112-07-2024) in the amount of \$19,022.00, for a revised total contract amount of \$51,022.00. (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

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

Motion passed 6-0, with Victoria Johnson absent.

**H. CSO#5747-02-2025, gift deed to donate an 1871/73 Texas map from the Russell Farm Boren House to the Texas State Library and Archives Commission. (Staff Contact: Allison Smith, Deputy Director of Recreation)**

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

Motion passed 6-0, with Victoria Johnson absent.

**I. CSO#5748-02-2025, Cooperative Purchasing Agreement with Green Equipment Company, Inc., for the purchase and installation of CCTV equipment and auxiliary power system through Sourcewell Cooperative Contract #120721-EVS in the amount of \$174,863.90. (Staff Contact: Errick Thompson, Director of Public Works)**

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

Motion passed 6-0, with Victoria Johnson absent.

- J. CSO#5749-02-2025, two-year contract with Paradigm, Inc. for traffic signal and flood warning equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #695-23) in the amount of \$335,000. (Staff Contact: Errick Thompson, Director of Public Works)**

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

Motion passed 6-0, with Victoria Johnson absent.

- K. CSO#5750-02-2025, two-year contract with Consolidated Traffic Controls, Inc. for traffic signal equipment and parts through a Cooperative Purchase Agreement with BuyBoard Cooperative Purchasing (Contract #703-23) in the amount of \$150,000. (Staff Contact: Errick Thompson, Director of Public Works)**

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

Motion passed 6-0, with Victoria Johnson absent.

- L. CSO#5751-02-2025, one-time purchase with Bobcat of North Texas for a nitrogen breaker hammer through a cooperative purchase agreement with BuyBoard in the amount of \$12,111 plus a \$1,800 contingency for a total of \$13,911. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)**

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

Motion passed 6-0, with Victoria Johnson absent.

- M. CSO#5752-02-2025, contract with Focused Advocacy for legislative services in the amount of \$72,000. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

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

Motion passed 6-0, with Victoria Johnson absent.

- N. Denial on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.820 acres of land known as Lot 4, Block 1, North Crest Addition. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**



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

Motion to deny passed 6-0, with Victoria Johnson absent.

## 7. GENERAL – ADDED TO CONSENT AGENDA

- B. CSO#5754-02-2025, permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. (Staff Contact: Tony McIlwain, Development Services Director)**

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

Motion passed 6-0, with Victoria Johnson absent.

- C. CSO#5755-02-2025, permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. (Staff Contact: Tony McIlwain, Development Services Director)**

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

Motion passed 6-0, with Victoria Johnson absent.

- D. Ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. (First Reading) (Staff Contact: Tony McIlwain, Development Services Director)**

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

Motion passed 6-0, with Victoria Johnson absent.

## 6. RECESS INTO EXECUTIVE SESSION

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

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

- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of roadway and public utility

improvements as part of the Alsbury Phase II Project to serve existing and new development in the City and for other public purposes permitted by law

- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of a 12-inch water line as part of the Willow Creek 12 Inch Water Line Project to serve existing and new development in the City and for other public purposes permitted by law

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

- Roadway and public utility improvements as part of the Alsbury Phase II Project
- A 12-inch water line as part of the Willow Creek 12-Inch Water Line Project to serve existing and new development in the City

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 5:43 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Dan McClendon and seconded by Adam Russell to reconvene into open session. **Time: 5:53 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

**7. GENERAL**

**A. CSO#5753-02-2025, resolution nominating candidates to fill a vacancy on the Board of Directors for the Central Appraisal District of Johnson County. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

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

Mayor Chris Fletcher nominated Tim Davis and seconded by Alexa Boedeker.

Motion made by Alexa Boedeker and seconded by Adam Russell to nominate Tim Davis.

Motion passed 6-0, with Victoria Johnson absent.

**B. CSO#5754-02-2025, permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. (Staff Contact: Tony McIlwain, Development Services Director)**

*Item 7B was added to the consent agenda above.*

**C. CSO#5755-02-2025, permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the city. (Staff Contact: Tony McIlwain, Development Services Director)**

*Item 7C was added to the consent agenda above.*

- D. Consider and take possible action on an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. (First Reading) (Staff Contact: Tony McIlwain, Development Services Director)**

*Item 7D was added to the consent agenda above.*

- E. CSO#5740-02-2025, resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of a 12-inch water line as part of the Willow Creek 12-Inch Water Line Project. (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

Motion made by Alexa Boedeker and seconded by Dan McClendon that the City Council of the City of Burleson authorize the use of the power of eminent domain to acquire the water line easement described in Resolution Number CSO#5740-02-2025, as presented, specifically: a 0.091 acre permanent water line easement on property located at 391 Clubhouse Drive, Joshua, Texas; and for the purpose of construction and maintenance of constructing and maintaining a 12 inch water line as part of the Willow Creek 12 Inch Water Line Project to serve existing and new development in the City and for other public purposes as permitted by law, and I further move to adopt Resolution Number CSO#5740-02-2025, as presented. The first record vote will apply to all units of property to be condemned.

Motion passed 6-0, with Victoria Johnson absent.

- F. CSO# 5739-02-2025, resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of roadway and public utility improvements as part of the Alsbury Phase II Project (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

Motion made by Alexa Boedeker and seconded by Dan McClendon that the City Council of the City of Burleson authorize the use of the power of eminent domain to acquire the land, drainage easement, and temporary construction easement described in Resolution Number CSO#5739-02-2025, as presented, specifically:

- a 0.731 acre tract of land on property described in Volume 3377, Page 84 and Volume 2085, Page 897, Deed Records of Johnson County, Texas;
- a 0.151 acre permanent drainage easement on property described in Volume 3377, Page 84 and Volume 2085, Page 897, Deed Records of Johnson County, Texas; and

- a 0.132 acre temporary construction easement property described in Volume 2085, Page 897, Deed Records of Johnson County, Texas, for the purpose of construction and maintenance of roadway and public utility improvements as part of the Alsbury Phase II Project to serve existing and new development in the City and for other public purposes as permitted by law, and I further move to adopt Resolution Number CSO#5739-02-2025, as presented. The first record vote will apply to all units of property to be condemned.

Motion passed 6-0, with Victoria Johnson absent.

## **8. REPORTS AND PRESENTATIONS**

### **A. Receive a report, hold a discussion, and provide staff direction regarding proposed amendments to the Public Improvement District (PID) policy. (Staff Contact: Tony McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, presented proposed amendments to the Public Improvement District (PID) policy to the city council.

Proposed revisions to PID policy:

- The draft revisions to the PID policy include the removal of the “Types of PIDs” section detailing Capital PIDs and Operation and Maintenance (O&M) PIDs. Staff is of the determination that this is overly restrictive for a developer.
- Staff has revised the initial deposit of the “Professional Services Reimbursement Agreement” to reflect an initial amount of \$7,500, with additional \$10,000 increments when deposit balance reaches \$2,500.
- The “PID Petition” and “Service and Assessment Plans” sections have been removed. These sections simply referenced state law.
- Staff has removed the tax cap, to allow Council more discretion when evaluating PID petitions.

There were no questions from council and requested staff move forward with the revisions.

### **B. Receive a report, hold a discussion, and provide staff direction regarding amendments to City Council Policy 36, City of Burleson Purchasing Policy. (Staff Contact: Lauren Seay, Deputy Director of Administrative Services)**

Lauren Seay, Deputy Director of Administrative Services, presented amendments to City Council Policy #36 to the city council.

Proposed changes:

- Increase of City Manager’s approval threshold from \$50,000 to \$100,000
- Increase of Deputy City Manager’s approval threshold from \$25,000 to \$50,000
- Remove redundant information that necessitates duplicate revisions.
- Major proposed changes: contract change order language, emergency purchases, historically underutilized businesses requirements, definition section, and purchase card procedures.

There were no questions from council.

**C. Receive a report, hold a discussion, and provide staff direction regarding the Police Headquarters renovation and construction project. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Eric Oscarson, Deputy City Manager, and Billy Cordell, Police Chief, gave an update of the Police Headquarters renovation and construction project to the city council. Brinkley Sargent, Denny came forward and spoke on cost impacts, value engineering, reuse of existing FFE, on/under budget for new buildings, scope creep on remodel, came from the existing building.

Discussion included options to increase project budget, decrease portions of building design, remove possible amendments and reduce estimated costs to bring project within budget or a combination of both options.

Council was in full support of the increase to the project budget and requested the item move forward.

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

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

- **Receive an update on the 89th Legislative Session (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Janalea Hembree, Assistant to the City Manager, gave an update on the 89<sup>th</sup> Legislative Session.

Council requested staff send a letter of support for EMS billing (SB 2476/SB 916).

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

- None.

**12. RECESS INTO EXECUTIVE SESSION**

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

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

-Seek advice regarding Section 11.36 of the Property Tax Code

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

-Review the annual performance of the City Secretary

**C. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Section 551.076 Texas Government Code**

- Project Custer
- Project Stream

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 7:21 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Adam Russell and seconded by Dan McClendon to reconvene into open session. **Time: 8:54 p.m.**

Motion passed 5-0, with Victoria Johnson absent.

**12. ADJOURNMENT**

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

Mayor Chris Fletcher adjourned the meeting.

**Time: 8:54 p.m.**

---

Monica Solko  
Deputy City Secretary

---

## City Council Regular Meeting

**DEPARTMENT:** Administrative Services  
**FROM:** Lauren Seay, Deputy Director  
**MEETING:** March 3, 2025

---

**SUBJECT:**

Consider and take possible action on amendments to City Council Policy 36, addressing purchasing authority elements. (Staff Contact: Lauren Seay, Deputy Director of Administrative Services)

**SUMMARY:**

City Council Policy 36 provides guidelines for administering all procurement activities in the City, with the express intent of promoting an open and fair procurement process. The Procurement Procedures is the companion document to City Council Policy 36 and provides steps and operational procedures for procuring goods and services for the City.

The Procurement Procedures were last amended alongside City Council Policy 36 in October 2023 to reflect changes in signature authority, interlocal agreement authority, competitive solicitation responsibilities, and to include minor clarifications.

In October 2023, the Purchasing Division was reorganized within the Administrative Services Department. Newly assigned staff began reviewing Council Policy 36 and the Procurement Procedures as well as gathering input from user departments. It was determined that some components of the Procurement procedures were outdated and that there was some duplication in both documents.

In November 2024, a committee was formed to review City Council Policy 36 and the Procurement Procedures to recommend amendments to these documents. The committee included representatives from high-procurement departments including:

- Administrative Services
- City Manager's Office
- Finance
- Fire, Emergency Management
- Human Resources
- Legal
- Parks and Recreation
- Public Works



The internal committee's recommendations were presented to the Deputy City Managers in December 2024, with a final review conducted by the City Manager's Office in January 2025. Department Directors were briefed on the changes during a Directors' meeting and provided further comments.

On January 22, 2025, the Council Policy and Valuation Committee recommended moving forward with staff's proposed revisions, incorporating modifications to certain areas.

On February 17, 2025, the City Council supported the amended changes to City Council Policy 36 as presented.

Major proposed revisions include:

1. Increasing the City Manager's approval authority from \$50,000 to \$100,000.
2. Increasing Deputy City Manager's approval from \$25,000 to \$50,000.
3. Revising Council Policy 36 to remove redundant information that requires duplicate updates.
4. Clarifying the distinction between Council Policy 36 as a governing policy and the Purchasing Procedures as operational processes and procedures.

**RECOMMENDATION:**

Staff recommends that the Council authorize the amendment of City Council Policy 36 as presented.

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

October 16, 2023 – City Council approved amendments to City Council Policy 36

January 22, 2025 – Council Policy & Valuation Committee provided direction & recommendation

February 17, 2025 – City Council recommended approving the amendments to City Council Policy 36 as presented

**REFERENCE:**

City Council Policy 36, Burleson Purchasing Policy

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Lauren Seay  
Deputy Director, Administrative Services  
[lseay@burlesontx.com](mailto:lseay@burlesontx.com)  
817-426-9897

# Purchasing Policy & Procedures Proposed Changes

City Council Meeting  
March 3, 2025

# Background

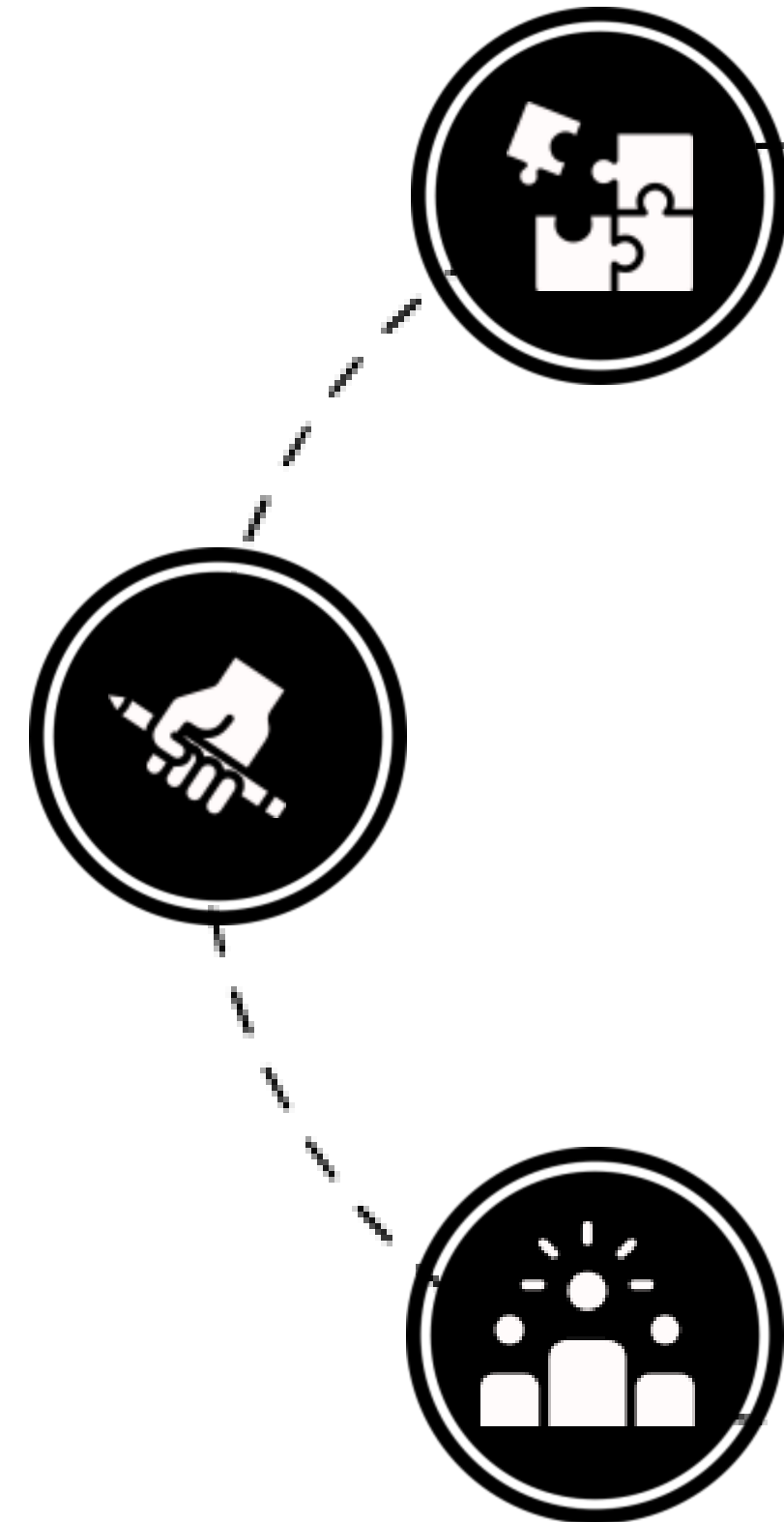
- **October 2023:**
  - City Council Policy 36 and Purchasing Procedures received updates to sections pertaining to signature authority and interlocal agreements.
  - Purchasing Division was moved to the new Administrative Services Department to allow the City to focus on best procurement practices and maximize purchasing power.
- **October 2023 - September 2024:** Administrative Services staff began reviewing the Purchasing Procedures and City Council Policy 36 to propose recommended updates based on City Council feedback and best practices.
- **October - November 2024:** Committee of representatives from multiple city departments was formed to review the purchasing procedures and City Council Policy 36, provide feedback, and to recommend changes.
- **December 2024:** Recommended changes were reviewed by Deputy City Managers.
- **January 2025:**
  - Recommended changes were reviewed by City Manager.
  - Council Policy & Valuation Committee review and recommendation.
- **February 2025:**
  - City Council recommends moving forward to adopt the recommended changes

# Purchasing Policy & Procedure Review Committee

The committee consisted of representatives from high-procurement departments and divisions across the organization to gather their feedback and incorporate their insights into the proposed updates.

The committee met three times, established clear goals, and developed a Charter to align efforts toward a common objective.

The committee thoroughly reviewed Council Policy 36 and the procurement procedures, gathering examples from other cities, researching best practices, and identifying opportunities for improvement to ensure transparency and efficiency.



# Committee Members

<b>Andrea Anderson</b>	Administrative Services, Purchasing
<b>Richard Abernethy</b>	Administrative Services
<b>Jen Basham</b>	Parks & Recreation
<b>Janalea Hembree</b>	City Manager's Office
<b>Joe Laster</b>	Fire, Emergency Management
<b>Cheryl Marthiljohni</b>	Human Resources
<b>Gloria Platt</b>	Finance
<b>Matt Ribitzki</b>	Legal
<b>Justin Scharnhorst</b>	Public Works
<b>Lauren Seay</b>	Administrative Services
<b>Jennifer Swim</b>	Administrative Services, Purchasing

# Committee Goals & Objectives

01

**Policy and Procedure Clarity:** Define and distinguish the roles of policies versus procedures in purchasing documentation, creating a structured framework that is easy to follow and implement.

02

**Efficiency and Transparency:** Streamline and simplify purchasing processes to increase efficiency, remove redundancies, and maintain transparency at every stage, building trust with the public and city departments.

03

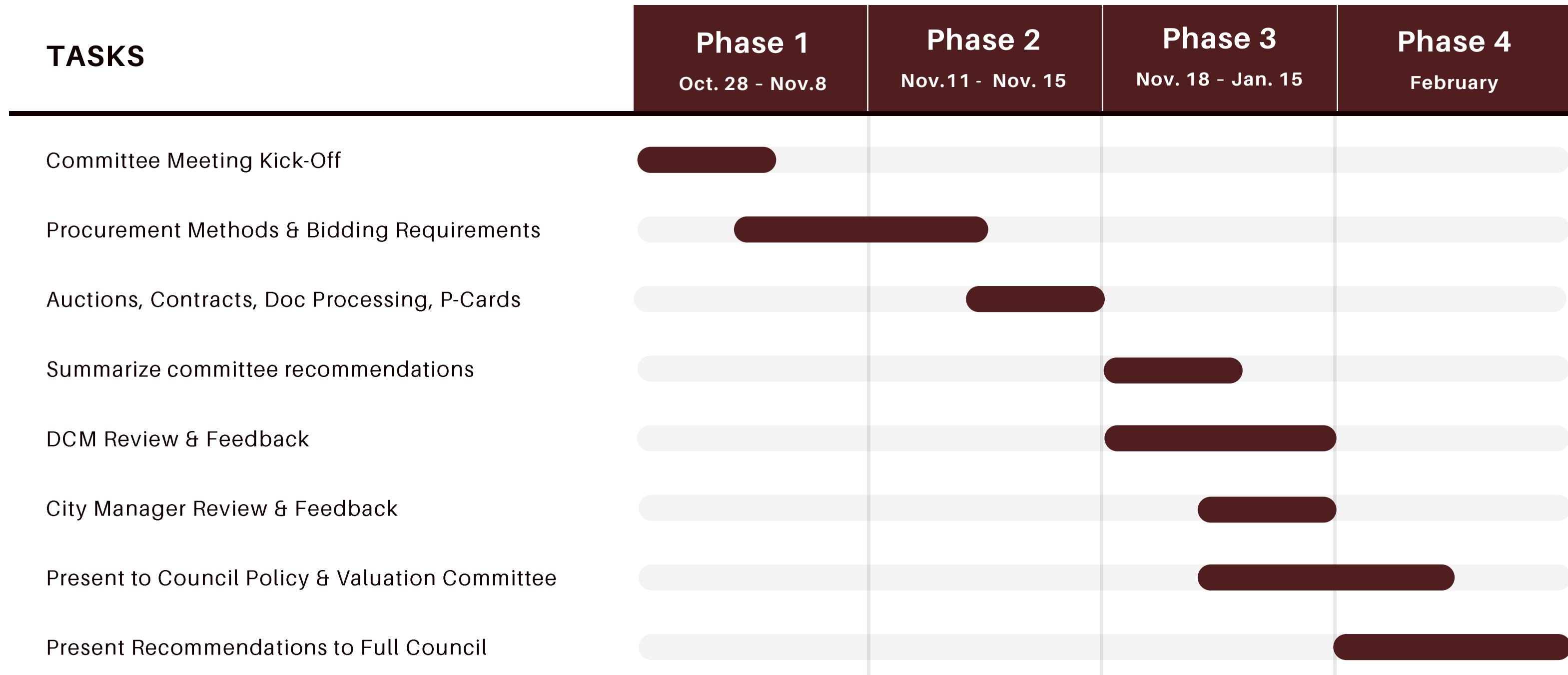
**Competitiveness and Fairness:** Update procedures to support competitive bidding, cooperative purchasing, and fair vendor selection to ensure best value and increase fairness.

04

**Stakeholder Engagement:** Collaborate with city departments to gather input during policy development, ensuring comprehensive, inclusive policies that meet the needs of all stakeholders.

# Council Policy 36 & Purchasing Procedures Review

Target Council Date: February 27, 2025





# Governing Procurement Documents

Each of these documents references purchasing regulations. Some are much more specific than others and several of them reference one another.



Local Government Code



City Charter



Council Policy 36



Purchasing Procedures

# LOCAL GOVERNMENT CODE

THE CITY OF  
BURLESON

# Local Government Code

## **Chapter 252: Purchasing and Contracting Authority of Municipalities**

**Purpose:** Governs municipal purchasing procedures, including competitive bidding and contract awards, with exemptions for certain purchases.

## **Chapter 271: Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments**

**Purpose:** Provides a framework for the purchasing and contracting authority of various local governments, including municipalities, counties, and certain other local entities.

## **Chapter 2269: Contracting and Procurement for Construction Projects**

**Purpose:** Governs the procurement of construction projects by municipalities, including competitive bidding requirements and alternative procurement methods such as design-build and construction manager at risk.

## **Chapter 2254: Professional Services Procurement**

**Purpose:** Governs the procurement of professional services (e.g., architects, engineers, lawyers) by municipalities, requiring a qualifications-based selection process rather than competitive bidding.

# CITY CHARTER

THE CITY OF  
BURLESON

# City Charter

## § 74 **Purchase and procurement procedures.**

(El. of 8-13-1977; El. of 8-9-1980; El. of 5-2-1998; El. of 11-5-2013)

- (a)** Approval by city manager. The city manager shall have the authority to approve purchases for goods, services and public improvements up to the maximum authorized by state law. The City Council may establish city purchasing authority for the city manager at an amount lower than authorized by state law.
- (b)** Contracts. Contracts are required when state law requires compliance with state procurement laws. The city manager may sign contracts up to the maximum dollar amount allowed by state law or a lower maximum as directed by the city council.
- (c)** Procurement. Before the city may enter into a contract for goods, services or public improvements or approve alterations in an existing contract, the city shall comply with the requirements of state law. The city manager shall adopt procedures to assure competition for contracts that do not require formal bidding under state law.
- (d)** No bids received. If state law requires compliance with procurement laws, and after formally requesting bids or proposals on two separate occasions, if the city fails to receive any valid bids or proposals, the city council is authorized to make the purchase without the use of bids or proposals; provided, that it follows specifications used in the failed bid or proposal offerings.

*\*Please note that changes to the language in a City's Charter typically require voter approval through an election. No language changes are proposed as part of this review.*

# COUNCIL POLICY 36

THE CITY OF  
BURLESON

# MAJOR PROPOSED CHANGES

01

At the recommendation of the Council Policy & Valuation Committee, propose to increase to the City Manager's approval authority from \$50,000 to \$100,000 and Deputy City Manager's authority from \$25,000 to \$50,000

02

Proposed rework of Council Policy 36 to remove redundant information that necessitates duplicate revisions

03

Proposed revisions would delineate between Council Policy 36 as a governing policy and the Purchasing Procedures as operational process and procedures



## 1.0 (b) Governing Authority

In August 2024, the Council Policy & Valuation Committee recommended evaluating the potential impact of increasing the City Manager's signature authority. In January 2025, the committee recommended moving forward with the proposed changes.

### Current Language:

*“All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed \$50,000. The City Manager's authority is delegated to the Purchasing Manager, subject to the requirements of this policy and adopted purchasing procedures.”*

### Proposed Revision:

*All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed **\$100,000**. The City Manager's authority may be delegated to a designee, in writing, subject to the requirements of this policy and adopted purchasing procedures.*

# City Manager Approval Authority in Surrounding Areas

City Name	Population Estimate (2024)	City Manager Threshold
Allen	106,009	\$100,000
Arlington	411,167	\$50,000
Bedford	49,941	\$50,000
Cedar Hill	50,904	\$50,000
Coppell	43,193	\$50,000
Denton	154,189	\$100,000
Garland	250,099	\$100,000
Grapevine	52,283	\$50,000
Keller	47,476	\$50,000
Mansfield	86,323	\$50,000
North Richland Hills	73,602	\$50,000
Plano	294,152	\$100,000
Richardson	122,678	\$100,000
Wylie	62,171	\$50,000

*Note: Population estimates are based on the North Central Texas Council of Governments (NCTCOG) 2024 data.*

## 1.0 (c) Governing Authority

This suggested revision aligns with current practices.

### Current Language:

*“To ensure proper oversight, all purchases and requisitions in excess of \$25,000 will be reported to Council monthly. The report will include the vendor, purpose, amount, and source of funds for the expenditure.”*

### Proposed Revision:

*To ensure proper oversight, all purchases and requisitions are monitored through established approval levels at all stages prior to vendor payments, ensuring compliance with purchasing procedures. For transparency, vendor payments are published on the City website, and budget-to-actual reporting is provided by the Finance Department to the Council on a monthly basis.*

# Propose to remove the following sections:

## **3.0 Objectives**

Propose to remove this section entirely as it outlines the responsibilities of the Purchasing Division, which are already detailed comprehensively in the Purchasing Procedures document. Eliminating this redundancy ensures that operational changes to processes can be implemented more efficiently.

## **4.0 Code of Ethics**

The Code of Ethics outlined here is specific to procurement activities and is already integrated into the Purchasing Procedures to ensure ethical practices throughout all procurement processes. Please note that a standalone Code of Ethics specific to procurement is required to meet the criteria for the NIGP's Achievement of Excellence in Procurement Award.

## **5.0-5.7 Competitive Purchasing Requirements, Procedures for Purchases < \$10,000, Procedures for Purchases of \$10,000 to \$50,000, Procedures for Purchases \$25,000 to \$50,000, Competitive Solicitations, HUB's, Purchases more than \$50,000, Reciprocity**

All procedural information is covered in detail in the Purchasing Procedures document. Eliminating this redundancy ensures changes to processes can be implemented more efficiently.

## 5.8 Award of a Contract

This suggested revision references LGC and indicates staff will determine the best method of procurement.

### **Current Language:**

*“The City of Burleson shall award contracts based on criteria deemed in the best interest of the City.”*

### **Proposed Revision:**

*The City of Burleson will award contracts based on the procurement method that staff determines to be in the best interest of the City. This determination will align with the processes and requirements outlined in Texas Local Government Code 252 or its successor statute.*

*Any resulting change orders or amendments to existing agreements will follow Texas Local Government Code 252.048 or its successor statute, ensuring compliance with state requirements for changes in scope, cost, or timeline.*

Propose to remove subsection b, as it duplicates LGC regulation.

# **Propose to remove the following sections:**

**5.9 Disclosure of Information**

**5.10 Professional Services**

**5.11 Automated Information Systems**

**5.12 Cooperative Purchases**

Each of these sections is thoroughly addressed in the Purchasing Procedures document, with much of the content referencing or mirroring statutes from the Local Government Code. Eliminating this redundancy ensures that operational changes to processes can be implemented more efficiently.

## 5.13 Emergency Purchases

### Current Language:

*(a) “Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public’s safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the Purchasing Division and conduct the procurement of supplies and services in accordance with the Purchasing Manual.”*

*(b) “The Legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(a), including but not limited to:*

- (1) A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality’s residents or to preserve the property of the municipality;*
- (2) A procurement necessary to preserve or protect the public health or safety of the municipality’s residents; and*
- (3) A procurement necessary because of unforeseen damage to public machinery, equipment or other property.”*



## 5.13 Emergency Purchases (cont.)

This suggested revision was drafted by the City’s Emergency Operations Manager, with input from the internal review committee, which researched policies and procedures from surrounding cities.

### Proposed Revision:

#### ***Definition and Purpose***

*Emergency purchases are authorized in situations where immediate procurement is necessary to protect public health, safety, or City assets. The City of Burleson adheres to Texas Local Government Code, Section 252.022(a), which permits the City to bypass standard competitive bidding in emergency circumstances. This process ensures the City can respond swiftly and effectively to unforeseen events that disrupt essential services. For the emergency procurement process, refer to the Purchasing Procedures.*

#### ***Definition of a Valid Emergency Purchase***

*An emergency purchase is deemed valid if it meets one or more of the following criteria:*

*Public Calamity: An urgent need resulting from a disaster or event that requires the immediate allocation of funds to relieve a necessity for residents or protect City assets.*

*Health and Safety Threats: Situations requiring immediate action to protect the health or safety of the public.*

*Critical Asset Failure: Failures of critical City equipment or infrastructure that require swift intervention to prevent a lapse in essential services.*

*The City of Burleson emphasizes pre-planning to avoid “self-created emergencies” due to lack of foresight, which could unnecessarily escalate costs. In cases where unforeseen needs arise, these must be verified as emergencies by the City Manager and Purchasing Division.*

#### ***Ratification by the City Council***

*All emergency purchases exceeding \$100,000 must be submitted for City Council ratification as soon as practicable under the Texas Open Meetings Act. The ratification process provides an opportunity to review the emergency actions taken and ensures compliance with municipal policies and transparency standards. City Council will receive a report detailing the nature of the emergency, the items procured, costs incurred, and justification for any expedited purchasing actions taken without competitive bidding.*



## 5.14 Sole Source Purchases

Propose to remove this section – this topic is thoroughly addressed in the Purchasing Procedures document, with much of the content referencing or mirroring statutes from the Local Government Code. Eliminating this redundancy ensures that operational changes to processes can be implemented more efficiently.

## 5.15 Legal Review

### Current Language:

*“The City Attorney shall review all documents, contracts and legal instruments in which the City may have an interest, unless otherwise determined by the City Attorney. Equipment, materials, supplies, and service contracts bearing any special terms and conditions, other than administrative provisions, not previously approved by the City Attorney, shall be submitted for such approval and must receive approval prior to issuance. Review and approval by an attorney at TOASE or by the Deputy City Attorney shall constitute the review and approval by the City Attorney required under this Section.”*

### Proposed Revision:

*City staff shall work with the City Attorney and the Legal Department to review and approve documents, contracts, and legal instruments in which the City may have an interest. Contracts bearing any special terms and conditions not previously approved by the City Attorney should be submitted for review and approval. Review and approval by an attorney hired by the City or by the Senior Deputy City Attorney shall constitute the review and approval by the City Attorney required under this Section.*

## 5.16 (a)(1)(2) Signature Authority

### Current Language:

*(a) “Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:*

*(1) The City Manager has authority to execute contracts under \$50,000.*

*(2) The City Manager has authority to execute contracts equal to or in excess of \$50,000 if approved by City Council in the annual budget or as a city council agenda item.*

*(3) The Deputy/Assistant City Manager authority to execute contracts under \$25,000;”*

### Proposed Revision:

*(a) “Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:*

*(1) The City Manager has authority to execute contracts under **\$100,000**.*

*(2) The City Manager has authority to execute contracts equal to or in excess of **\$100,000** if approved by City Council in the annual budget or as a city council agenda item.*

*(3) The Deputy/Assistant City Manager authority to execute contracts under **\$50,000”***

**All other thresholds remain the same.**

## 6.0 Legal Definition

Propose to remove this section – this section only references Local Government Code and Deputy City Attorney has advised it is not necessary in this document.

## 7.0 Recommendation to City Council

### Current Language:

*“The Purchasing Division and the user department make final recommendations to City Council for awarding of contracts, in accordance with approved thresholds, for all solicitations in the stated areas of responsibility.”*

### Proposed Revision:

*Adding the following: If the Purchasing Division and the user department decide not to proceed with a competitive solicitation, all submitted bids or proposals must be formally rejected by the City Council before the solicitation can be reissued.*

## 8.0 Purchasing Manual

**This proposed revision would streamline updates and ensure that operational changes to processes can be implemented without requiring Council authorization.**

### **Current Language:**

*“The Purchasing Manual contains expanded explanation and process for accomplishing the procurement of goods and services in accordance with this policy. The Purchasing Manager maintains responsibility for updating the Purchasing Manual in accordance with the applicable state and local laws and the Purchasing Policy, as approved by City Council.”*

### **Proposed Revision:**

Rename section Purchasing Procedures

*The Purchasing Procedures contain expanded explanation and processes for accomplishing the procurement of goods and services in accordance with this policy. The City Manager or designee maintains responsibility for updating the Purchasing Procedures in accordance with the applicable state and local laws and City Council Policy 36: City of Burleson Purchasing Policy.*

# Major Proposed Changes to Purchasing Procedures

## Contract Change Order Language

Contract change order language updated to align with Local Government Code statutes.

## Emergency Purchases

Authorization and document requirements clearly defined and outlined in conjunction with the updates proposed to Policy 36.

## Historically Underutilized Businesses (HUB) Requirements

Updated to require a HUB search in the county where the work is being performed (Johnson or Tarrant).

## Definitions Section

An extensive Definitions section has been added, providing helpful information such as alternative methods, procedural explanations, and key terminology to enhance clarity and understanding throughout the document.

## Purchase Card (P-Card) Procedures

The Purchase Card Procedures will be removed from the Purchasing Procedures and established as a standalone policy in an effort to further develop operational processes and enhance procedural clarity



# Alternative Methods for Construction

Procurement Method	Definition	Example Project Use Cases	City Example Project Use Cases	City of Burleson Past Projects
Best-Value Competitive Bidding	Evaluates price along with additional factors such as contractor experience, project approach, past performance, and timeline to determine the best overall value rather than just the lowest bid.  Safety record may also be considered but requires adoption of written definition by the governing body.	Infrastructure improvements, road reconstruction, complex municipal facility renovations, technology system installations where both cost and quality are critical.	City of Southlake solicited for bids based on best value for their Water Distribution System Improvements (2023)	All Invitation to Bid (ITB) documents have 'best value' language built in. We are evaluating how to make this language more robust & when to include evaluation criteria in these documents.
Competitive Sealed Proposals	Evaluates price and other factors like qualifications and experience; allows negotiation	Construction of a new municipal building, technology system upgrades, complex construction renovations	City of Fort Worth issued proposals for a municipal complex renovation project (2024)  City of Grapevine issued proposals for a public safety renovation (2024)	City Hall Renovation (2025) Industrial Pump Station (2025) West Side Lift Station (2024) Fire Station 1 Renovation (2024)
Construction Manager-Agent (CMA)	An agent oversees the project for the owner, with subcontractors bid separately	Renovations requiring owner oversight without a general contractor, multiple-phased capital improvement projects	Plano used CMA for a phased renovation of city facilities (2024).	No solicitations leveraging this method to date
Construction Manager-at-Risk (CMAR)	A contractor acts as both manager and constructor, guaranteeing a maximum price – Architecture/Design engagement required before soliciting for a CMAR	Building a new fire station or library, large-scale facility construction	City of Allen used the CMAR method for their library expansion project (2024)	BRiCk Renovation (2024) PD Headquarters Renovation (2023) Parks Annex Building (2022)
Design-Build	Combines design and construction into one contract with a single entity. Cities must hire an independent engineer or architect to protect their interests during execution.	Building recreational facilities, new municipal utility plants, libraries, fire & police stations	Rockwall County Annex (2023) City of Kyle Park Restrooms (2023)	Municipal Court (2016)
Job Order Contracting (JOC)	Contracts for small, recurring projects with fixed unit prices for various construction tasks	Repairs to HVAC systems in multiple city buildings, minor renovations across facilities	City of Mansfield used a JOC for routine municipal building maintenance (2024)	Current limitation of \$25,000



**CITY COUNCIL POLICY**  
**36**  
**City of Burleson Purchasing Policy**

Adopted date	July 2, 2018
Revised date	March 3, 2025

**CITY OF BURLESON PURCHASING POLICY**

**1.0 Governing Authority**

- (a) The primary governing authority for the City of Burleson’s Purchasing Policy shall be the City’s Charter in conjunction with Local Government Code Chapter 252, “Purchasing and Contracting Authority of Municipalities.” All procurement activity shall be governed by the Purchasing Policy, in accordance with applicable state and local government codes.
- (b) All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed \$100,000. The City Manager’s authority may be delegated to a designee in writing, subject to the requirements of this policy and adopted purchasing procedures. In addition, authority for the following payments is delegated to the City Manager:
  - (1) Payments made pursuant to the City’s compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
  - (2) Payments to the federal government or its agencies
  - (3) Transfer payments of employee deductions or garnishments
  - (4) Health insurance claims and fees
  - (5) Other insurance premiums
  - (6) Utility bills including wholesale water and wastewater treatment

- (7) Remittance to the state of Texas
  - (8) Procurement card remittance
  - (9) Scheduled bond or lease payments
- (c) To ensure proper oversight, all purchases and requisitions are monitored through established approval levels at all stages prior to vendor payments, ensuring compliance with purchasing procedures. For transparency, vendor payments are published on the City website, and budget-to-actual reporting is provided by the Finance Department to the Council on a monthly basis.

## **2.0 Purpose and Scope**

The Purchasing Policy applies to the procurement activities of the City of Burleson. All procurement activities for the City shall be administered in accordance with the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

## **3.0 Award of Contract**

The City of Burleson will award contracts based on the procurement method that staff determines to be in the best interest of the City. This determination will align with the processes and requirements outlined in Texas Local Government Code 252 or its successor statute.

Any resulting change orders or amendments to existing agreements will follow Texas Local Government Code 252.048 or its successor statute, ensuring compliance with state requirements for changes in scope, cost, or timeline.

## **4.0 Emergency Purchases**

### **Definition and Purpose**

Emergency purchases are authorized in situations where immediate procurement is necessary to protect public health, safety, or City assets. The City of Burleson adheres to Texas Local Government Code, Section 252.022(a), which permits the City to bypass standard competitive bidding in emergency circumstances. This process ensures the City can respond swiftly and effectively to unforeseen events that disrupt essential services. For the emergency procurement process, refer to the Purchasing Procedures.



## **5.0 Definition of a Valid Emergency Purchase**

An emergency purchase is deemed valid if it meets one or more of the following criteria:

**Public Calamity:** An urgent need resulting from a disaster or event that requires the immediate allocation of funds to relieve a necessity for residents or protect City assets.

**Health and Safety Threats:** Situations requiring immediate action to protect the health or safety of the public.

**Critical Asset Failure:** Failures of critical City equipment or infrastructure that require swift intervention to prevent a lapse in essential services.

The City of Burleson emphasizes pre-planning to avoid “self-created emergencies” due to lack of foresight, which could unnecessarily escalate costs. In cases where unforeseen needs arise, these must be verified as emergencies by the City Manager or Purchasing Division.

## **6.0 Ratification by the City Council**

All emergency purchases exceeding \$100,000 must be submitted for City Council ratification as soon as practicable under the Texas Open Meetings Act. The ratification process provides an opportunity to review the emergency actions taken and ensures compliance with municipal policies and transparency standards.

City Council will receive a report detailing the nature of the emergency, the items procured, costs incurred, and justification for any expedited purchasing actions taken without competitive bidding.

## **7.0 Legal Review**

City staff shall work with the City Attorney and the Legal Department to review and approve documents, contracts and legal instruments in which the City may have an interest. Contracts bearing any special terms and conditions not previously approved by the City Attorney should be submitted for review and approval. Review and approval by an attorney hired by the City or by the Deputy City Attorney shall

constitute the review and approval by the City Attorney under this Section.

## **8.0 Signature Authority**

- (a) Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:
  - (1) The City Manager has authority to execute contracts under \$100,000.
  - (2) The City Manager has authority to execute contracts equal to or in excess of \$100,000 if approved by City Council in the annual budget or as a city council agenda item. Including but not limited to:
    - a. Payments made pursuant to the City's compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
    - b. Payments to the federal government or its agencies
    - c. Transfer payments of employee deductions or garnishments
    - d. Health insurance claims and fees
    - e. Other insurance premiums
    - f. Utility bills including wholesale water and wastewater treatment
    - g. Remittance to the state of Texas
    - h. Procurement card remittance
    - i. Scheduled bond or lease payments
  - (3) The Deputy/Assistant City Manager authority to execute contracts under \$50,000;
  - (4) The Purchasing Manager has authority to execute contracts under \$10,000;
  - (5) Department Directors have authority to execute contracts under \$3,000;

- (6) The City Manager may designate in writing a city employee to sign contracts in their absence. All contracts executed under this section must be compliant with the city's purchasing policy and compliant with all retention schedules as designated by the Texas State Library and Archives Commission.

## **7.0 Recommendation to City Council**

The Purchasing Division and the user department make final recommendations to City Council for awarding of contracts, in accordance with approved thresholds, for all solicitations in the stated areas of responsibility.

If the Purchasing Division and the user department decide not to proceed with a competitive solicitation, all submitted bids or proposals must be formally rejected by the City Council before the solicitation can be reissued.

## **8.0 Purchasing Procedures**

The Purchasing Procedures contain expanded explanation and processes for accomplishing the procurement of goods and services in accordance with this policy. The City Manager or designee maintains responsibility for updating the Purchasing Procedures in accordance with the applicable state and local laws and City Council Policy 36: City of Burleson Purchasing Policy.

---

## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Development Services Director  
**MEETING:** March 3, 2025

---

**SUBJECT:**

Consider and take possible action on an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(Final Reading) (Staff Contact: Tony McIlwain, Development Services Director)*

**SUMMARY:**

The City Manager's office received a request from Councilman Larry Scott for additional parking at Fire Station 16 prior to the Policy 17 changes. Fire Station 16 is a 13,917-sf two-story building located at the southeast corner of Hidden Creek Parkway and Dobson Street. The fire station houses the Emergency Operations Center (EOC) and hosts other city meetings throughout the year. At the time of the commercial site plan, the City's parking ordinance did not address requirements for fire stations.

Since the city's ordinances do not address parking requirements, the City's representative proposed utilizing the number of dorm rooms and multiplying by two. Twelve dorm rooms were proposed, which resulted in a total of 24 parking stalls. Four additional parking stalls were added for the EOC, for 28 spaces. This parking calculation did not consider potential visitors to the site to utilize the available meeting room.

In addition to the fire station, a memorial was constructed on the site to honor a Burleson High School student who passed away near the fire station site. The only overflow parking is at the City of Burleson softball fields across Hidden Creek Parkway, which is considered a major arterial. There is no designated crosswalk to allow pedestrians to safely cross the roadway, except for the intersection of Dobson Street and Hidden Creek Parkway; however, this pedestrian route is not ideal for visitors to the fire station.

Staff began evaluating the addition of parking stalls to accommodate overflow parking at the fire station. During the site evaluation, a site plan was submitted for a proposed church development south of the fire station property. The representative for the church requested consideration to utilize the existing access drive on the fire station as a secondary access point for the church to increase circulation through the site. The access drive is currently twelve feet in width. The church proposes to widen the access drive to twenty-four foot wide.

Staff met with the church's representative regarding a shared parking agreement allowing visitors to park within the church's parking lot serving as overflow parking for the fire station. Widening

the access drive would allow for better circulation for the church and serve as ingress and egress for overflow parking for the fire station. In addition to the shared parking for the fire station, staff worked with the church's representative to add a pedestrian path from the church's parking lot to the memorial and, ultimately, the fire station building. Two additional handicapped parking stalls are proposed adjacent to the access drive, increasing the number of accessible parking spaces for the fire station. Currently, the only handicap-accessible parking is near the fire station entrance. The additional parking spaces are closer to the memorial, providing a direct pedestrian path.

Since the traffic analysis indicated traffic along S. Dobson St. would be more efficient with two points of ingress and egress, staff recommends allowing the church to utilize the access drive and widen the pavement to 24 feet. The terms of the proposed Facilities Reimbursement, Shared Parking, and Mutual Access Agreement are as follows –

***Summary of Developer's Obligations -***

Developer will pay for design and construct to city standards the following facilities on the city's property.

- Widen existing access drive to 24 feet
- Add two handicapped parking spaces adjacent to the access drive
- Pedestrian path from access drive to the memorial and connect to the existing sidewalk

Provide final approved construction documents, bonds, and insurance.

Complete improvements no later than December 31, 2025.

Grants the City a non-exclusive, revocable license to use the parking area identified within the agreement. (The Church cannot revoke the license for the first five years following the agreement's execution.)

Agrees not to interfere with the use or obstruct the City's access to Fire Station No. 16 or the water tower site.

***Summary of City's Obligations –***

City agrees to reimburse the Developer the not-to-exceed sum of \$20,341.00 for the design and construction of the handicap spaces and sidewalk across Fire Station 16 only. The Developer would be responsible for the entire cost of the proposed improvements to the access drive on the city's property.

City grants the Developer a non-exclusive, revocable license to use the access drive.

The City will maintain the Facilities in accordance with the City's ordinance practices and maintenance schedule except when damage is caused by the Developer, its invitees, agents, assigns, members, patrons, or other representatives.

The City will provide a 10-day written notice to the Developer before performing maintenance, repair, reconstruction, or replacement of the Facilities. The cost of the work shall be shared equally for maintenance of the access drive.

**RECOMMENDATION:**

Approve an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date.

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

*February 17, 2025:* Staff presented this item to Council at first reading.

**REFERENCE:**

NA

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: \$20,341.00  
Account Number(s): 4203101-62010(\$2,000 for design) and 4203101-70020 (\$18,341 for construction)  
Fund: 4203101  
Account Description: Non-Bond Capital

**STAFF CONTACT:**

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

# The Heights Church

**City Council**

March 3, 2025

# Reimbursement, Shared Parking, and Mutual Access Agreement



# Council Request – Additional Parking at Fire Station 16

## Existing Conditions:

- Limited parking at Fire Station 16 (FS #16) site
- Overflow parking across Hidden Creek Pkwy
- Nearest crosswalk is at intersection of S. Dobson St. and Hidden Creek Parkway



# Council Request – Additional Parking at Fire Station 16

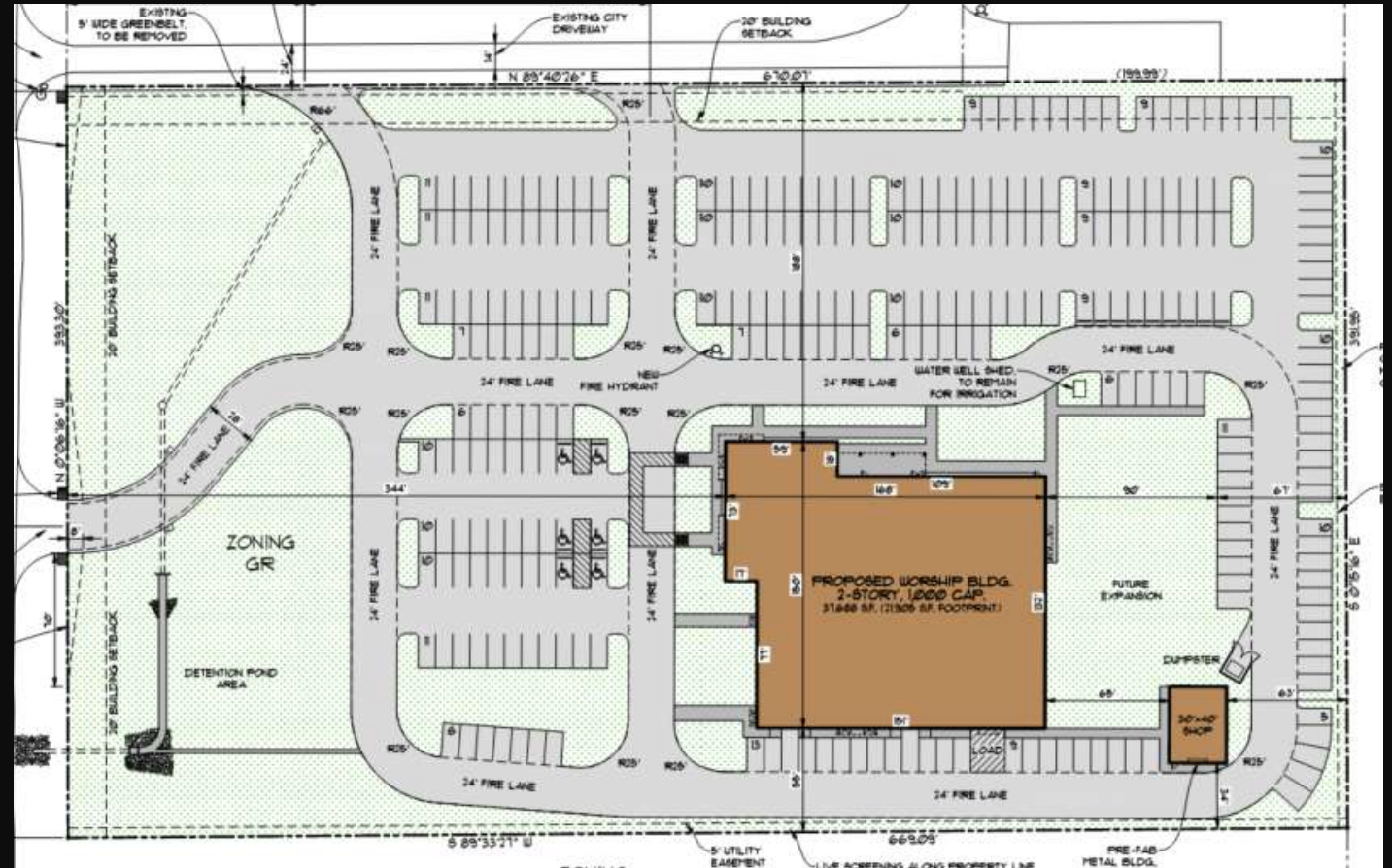
- Request received prior to change in Council Policy 17
- Staff tasked with evaluating feasibility of additional parking
- Retaining walls may be required depending on the location of additional parking
  - Costs could be high
  - No identified funding





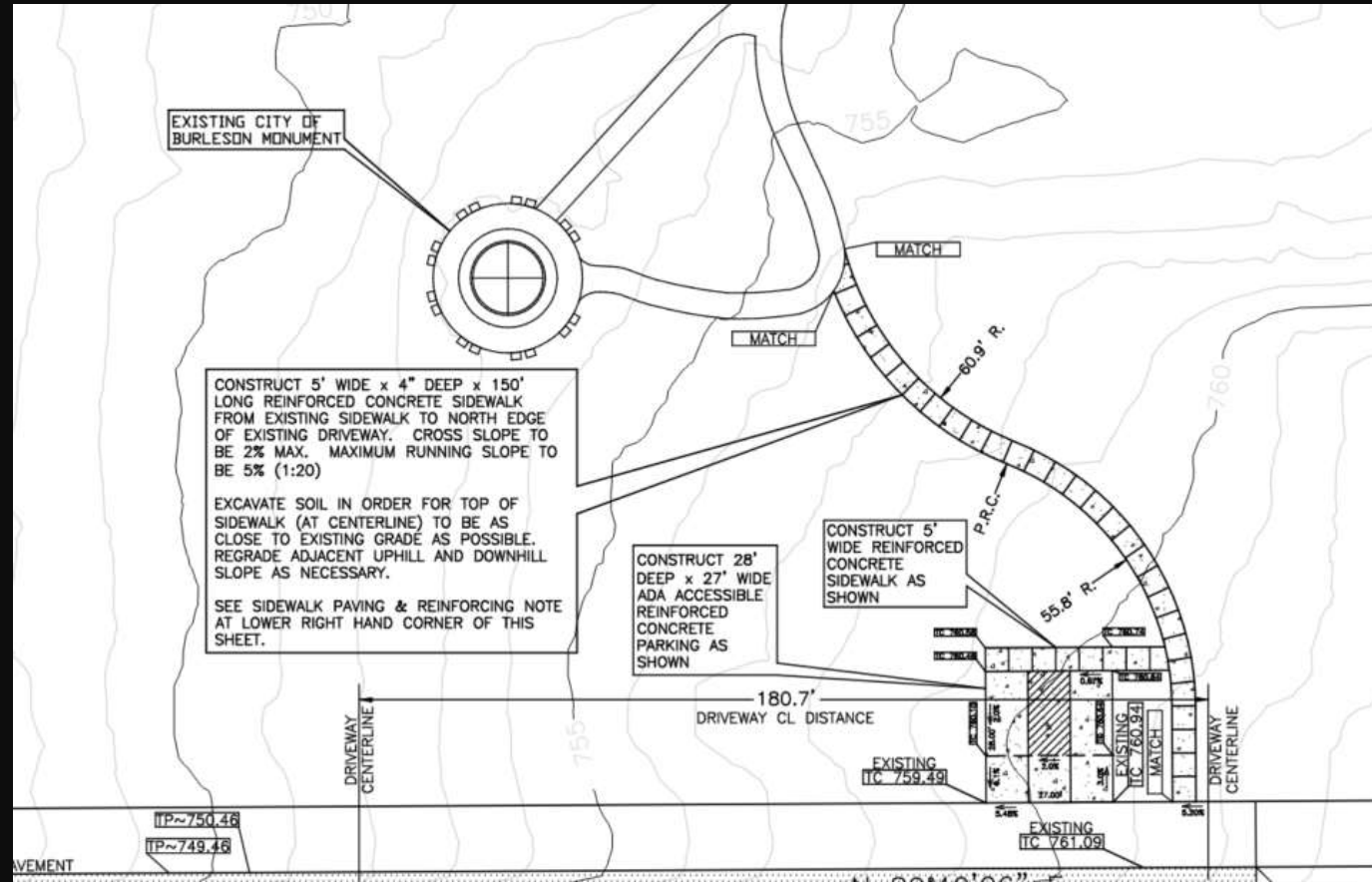
# The Heights Church

- Site plan submitted for property south of FS #16
- Church requested use of access drive on fire station property for additional ingress/egress to site
- Staff discussed partnership with Church to utilize parking



# The Heights Church

- Existing access drive is 12 feet wide – Church proposed to widen to 24 feet
- Church agreeable to allowing city to utilize parking for events
- Church agreeable to designing and constructing pedestrian path and handicap spaces with reimbursement of expenses



# Reimbursement, Shared Parking, & Mutual Access Agreement

## Summary of Church's Obligations

- Church will pay for design and construct the following facilities to city standards:
  - Widen existing access drive to 24 feet
  - Add two handicapped parking spaces adjacent to the access drive
  - Pedestrian path from access drive to the memorial and connect to the existing sidewalk
- Provide final approved construction documents, bonds, and insurance
- Complete improvements no later than December 31, 2025
- Grants City non-exclusive, revocable license to use the parking area identified within the agreement (Church cannot revoke the license for the first 5 years after the agreement)
- Agrees not to interfere with use or obstruct the access to Fire Station No. 16 or the water tower site

# Reimbursement, Shared Parking, & Mutual Access Agreement

## Summary of City's Obligations

- City agrees to reimburse the Church a not-to-exceed sum of \$20,341 for the design and construction of the public facilities
- City grants the Church a non-exclusive, revocable license to use the access drive
- City will provide a five day written request to Church prior to use of parking lot to avoid conflicts
- The City will maintain the Facilities in accordance with the City's ordinance practices and maintenance schedule except when damage is caused by the Church, its invitees, agents, assigns, members, patrons, or other representatives
- The City will provide a 10-day written notice to the Church before performing maintenance, repair, reconstruction, or replacement of the Facilities. The cost of the work shall be shared equally

# Public Easement Requests







# Sanitary Sewer Easement

The proposed extension of existing sanitary sewer from Hidden Creek Parkway across the Fire Station 16 property is the only viable option:

- Grades do not allow extension along S. Dobson St.
- Sewer would be out of the ground at intersection of S. Dobson St. and Hidden Creek Parkway



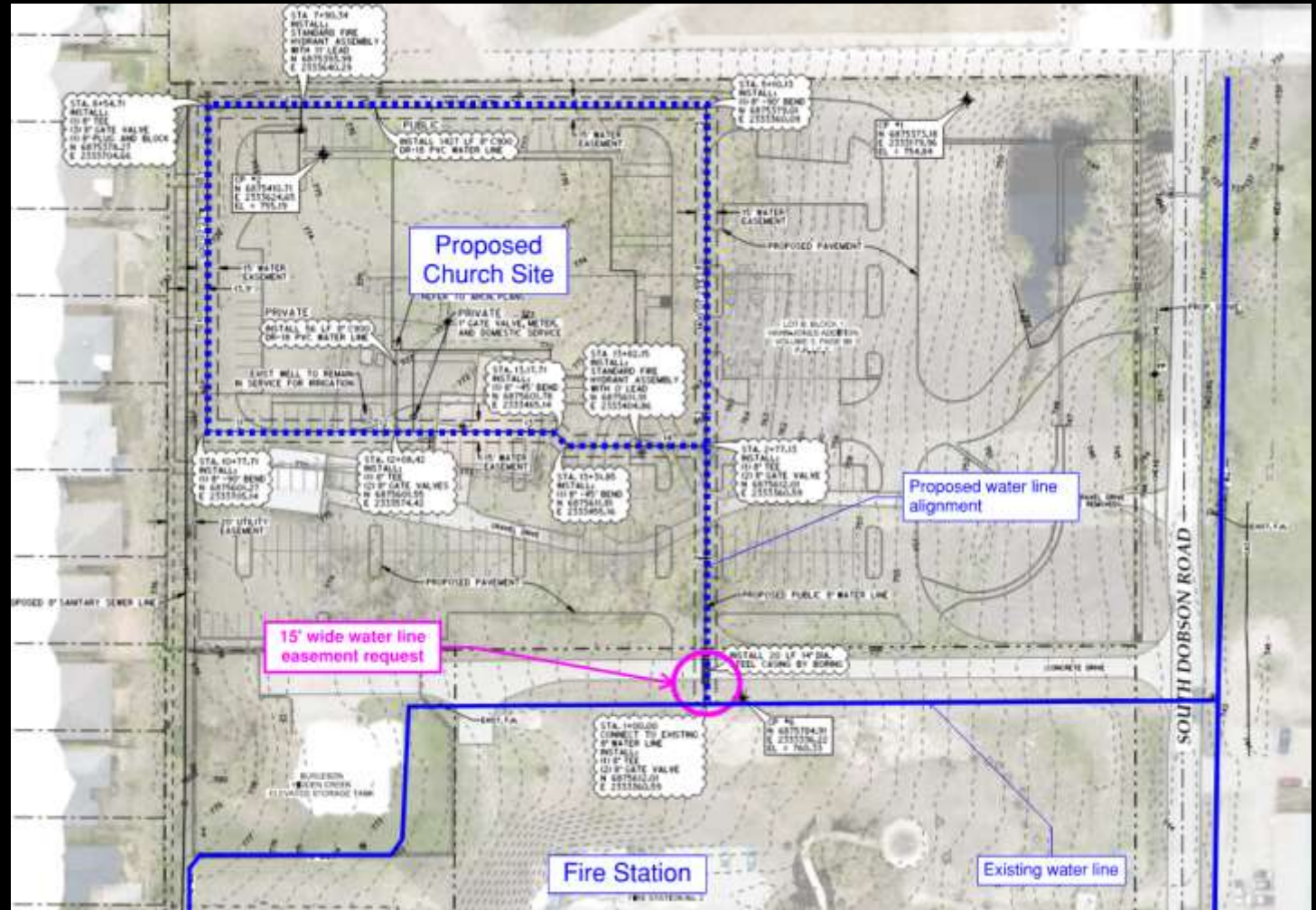
# Water Line Easement

Site plan for proposed church approved on September 20, 2023

City requires commercial properties to be on a looped water line

An 8-inch water line is located within the FS 16 property from the water tower to S. Dobson

Water line easement requested to serve development



# Actions Requested

## #1 – Reimbursement, Shared Parking and Mutual Agreement

Approve an ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with the Heights Church, a Texas non-profit corporation, providing a severability clause, and providing an effective date. *(First Reading)*

## #2 - Sanitary Sewer Easement

Approve a permanent sanitary sewer easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

## #3 - Water line Easement

Approve a permanent water line easement to the City of Burleson associated with The Heights Church development located at 961 S. Dobson St. and authorize the City Manager to execute the easement on behalf of the City.

# Questions / Discussion

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FACILITIES REIMBURSEMENT, SHARED PARKING, AND MUTUAL ACCESS AGREEMENT WITH EASTERN HEIGHTS CHURCH D/B/A THE HEIGHTS CHURCH, A TEXAS NON-PROFIT CORPORATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City desires to enter into a Facilities Reimbursement, Shared Parking, and Mutual Access Agreement (the “Agreement”) with Eastern Heights Church d/b/a The Heights Church, a Texas non-profit corporation (the “Developer”), for the design, construction, and use of public access, pedestrian, parking, paving, and other related public improvements (collectively, the “Facilities”), at 961 S. Dobson St., City of Burleson, Johnson County, Texas; and

**WHEREAS**, the Developer desires to construct and use the Facilities to provide increased access to the Developer and the general public, and the City desires to participate in the cost of the Facilities pursuant to Texas Local Gov’t Code Ch. 212; and

**WHEREAS**, the City desires to allow the Developer to use the Facilities for Developer’s overflow parking, and the Developer will allow the City to use certain portions of Developer’s parking lot for City events; and

**WHEREAS**, the City’s reimbursement costs for the Facilities shall not exceed the amount of \$20,341, which is equal to five and eight tenths percent (5.8%) of the total estimated “Project” costs of \$350,551.00; and

**WHEREAS**, the Agreement is authorized by Texas Local Gov’t Code Ch. 212, without complying with the competitive sealed bidding procedure of Texas Local Gov’t Code Ch. 252; and

**WHEREAS**, the City Council finds and determines that this Ordinance is made in the exercise of its governmental functions relating to water and fire service in the interest of the health, safety, and welfare of the general public,

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

**SECTION 1**

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

**SECTION 2**

The City Manager is authorized to execute the Facilities Reimbursement, Shared Parking, and Mutual Access Agreement with the Developer, which is attached as **Exhibit A** to this Ordinance, and the City Manager is hereby authorized to pay reimbursement costs for the Facilities upon completion and acceptance of the Facilities in an amount not to exceed \$20,341.00.

**SECTION 3**

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

**SECTION 4**

This Ordinance shall become effective immediately upon its passage.

**FIRST READING APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Chris Fletcher, Mayor

**ATTEST:**

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

**EXHIBIT A**

FACILITIES REIMBURSEMENT, SHARED PARKING,  
AND MUTUAL ACCESS AGREEMENT

**FACILITIES REIMBURSEMENT, SHARED PARKING,  
AND MUTUAL ACCESS AGREEMENT**

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

This Facilities Reimbursement, Shared Parking, and Mutual Access Agreement (the “Agreement”) is made by and between the City of Burleson, a Texas home rule municipality (the “City”), and Eastern Heights Church d/b/a The Heights Church, a Texas non-profit corporation (the “Developer”), each referred to as “Party” or collectively as the “Parties”, acting by and through their respective authorized representatives.

**RECITALS**

**WHEREAS**, the Parties desire to enter into this Agreement for the design, construction, and use of public access, pedestrian, parking, paving, and other related public improvements (collectively, the “Facilities”) generally located at 961 S. Dobson St. in the City of Burleson, Johnson County, Texas (the “Property”), in the location more particularly identified and shown on **Exhibit A**, which is attached to this Agreement and fully incorporated herein; and

**WHEREAS**, the Developer has used and desires to continue to use the City’s paved water tower driveway, and Developer desires to expand the driveway to provide increased access to the Developer and the general public; and

**WHEREAS**, the City will allow the Developer to use the Facilities for Developer’s overflow parking, and the Developer will allow the City to use certain portions of Developer’s parking lot for City events; and

**WHEREAS**, the Developer and the City recognize that the City has an interest in ensuring that the Facilities are properly constructed in accordance with the plans and specifications approved by the City, because the Facilities will become public property upon completion and acceptance by the City; and

**WHEREAS**, the City Council has approved the anticipated reimbursement costs for the Facilities in the amount of **\$20,341.00**, which is equal to five and eight tenths percent (5.8%) of the total estimated “Project” costs of **\$350,551.00**; and

**WHEREAS**, the City anticipates that the Facilities will expand the City’s access to the water tower site, relieve traffic congestion, and provide a public pedestrian path to access an additional handicap parking area, which will also serve Fire Station No. 16 and which benefits the City and the general public by giving the general public and disabled persons increased access to the City’s memorial garden; and

**WHEREAS**, this Agreement is authorized by Texas Local Gov’t Code Ch. 212, without complying with the competitive sealed bidding procedure of Texas Local Gov’t Code Ch. 252; and



**WHEREAS**, by entering into this Agreement the parties agree that the City is exercising its governmental functions relating to water and fire service in the interest of the general public, and the Developer is not providing a good or service to the City that is subject to Texas Local Government Code Ch. 271; and

**WHEREAS**, in the interest of the general public and for the public purposes described in this Agreement, the Developer desires to construct the Facilities and the City has appropriated and identified public funds for reimbursement of a certain portion of the Developer's costs,

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

### **Article I** **Term**

1. **Term**. The term of this Agreement shall begin on the Effective Date and shall continue for twenty (20) years from the Effective date, unless sooner terminated as provided herein. This Agreement may be renewed or extended by mutual agreement of the Parties.

### **Article II** **Obligations of the Developer**

1. The Developer will be responsible for paying all reasonable and necessary design, engineering, surveying, testing, and construction costs associated with the Facilities. The Developer shall submit monthly requests for payment to the City showing all actual direct costs attributable to the portion of work being completed. After inspection of the work, if the City determines that the Facilities are being built in accordance with the approved plans and specifications, the City shall make payment to the Developer within thirty (30) days after receipt of the request for payment. The scope of work and estimated cost of the work are shown on **Exhibit A**. The parties anticipate that the final cost of the work may exceed the estimated cost; however, the City's obligations shall not exceed the Authorized Reimbursement amount.

2. Within sixty (60) days after the Effective Date of this Agreement, the Developer shall deliver to the City for the City's review and written approval, the final approved construction documents (referred to herein as the "Final Construction Documents") for the Project.

3. The Developer will be responsible for execution of the Final Construction Documents, including, without limitation, the construction contract, contract administration and construction inspection, and shall ensure that the general contractor performing the work provides performance, payment, and maintenance bonds and the appropriate insurance as required by law and this Agreement prior to commencement of the work. The final completion of the Facilities shall occur not later than **December 31, 2025**.

4. The Developer shall employ the Developer's own engineer to prepare the plans and specifications for the Facilities, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. The Developer's engineer shall

be a civil engineer licensed to practice in Texas. All plans and specifications prepared by the Developer's engineer must be released for construction in writing by the City Engineer of the City before the construction contract for the Facilities is executed.

5. Before commencing construction on the Facilities, the Developer shall deliver to the City Engineer a signed copy of the Final Construction Documents between the Developer and its general contractor (the "Contractor"). The Developer shall pay the Contractor for construction of the Facilities in accordance with provisions of the Final Construction Documents. It is agreed that the City has an interest in the proper performance of the Final Construction Documents and may bring suit for failure to comply with the plans and specifications. The Developer and Contractor shall provide the City with access to the Project for the purpose of inspection of the installation of the Facilities.

6. The Contractor shall construct and install the Facilities in accordance with the plans and specifications prepared by the Developer's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City, as applicable. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of the Developer's engineer to provide the necessary details for construction acceptable to the City Engineer. The "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Agreement by reference and made a part hereof, and the Contractor may obtain a copy from the North Central Texas Council of Governments. The Contractor shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.

7. The Contractor shall meet the City's requirements for being licensed and bonded and shall have a financial statement, experience and equipment acceptable to the City.

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

Compensation Insurance

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

Liability Insurance

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

Automobile Liability Insurance

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

Umbrella Liability

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

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

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

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

Upon completion of the Facilities and issuance of a “Letter of Acceptance” by the City, the Facilities shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind.

9. Compliance with Laws. The Developer shall ensure that contractors performing work on the Project shall comply with all local, state, and federal laws, rules, and regulations, including, but not limited to those regulations relating to drainage, flood control, runoff, erosion, pollution, hazardous materials, waste, sedimentation, and any other control and mitigation requirements related thereto.

10. Books and Records. The Developer shall ensure that contractors performing work on the Project shall make all books and records available for audit and inspection by the City in accordance with Texas Local Gov’t Code Sec. 212.074.

11. Performance, Payment, and Maintenance Bonds. Prior to the commencement of construction on the Project, the Developer, or its contractors, shall provide a performance bond, payment bond, and maintenance bond that meets the requirements of Chapter 2253 of the Texas Government Code, and names the City as additional obligee. Each bond shall be in the full 100% amount of the total Project costs (including change orders) to construct the work and shall be made in favor of the City ensuring completion of the work in accordance with the plans and specifications approved by the City Engineer. The performance bond, payment bond, and maintenance bond shall be executed by a corporate surety authorized to do business in Texas for the benefit of the City in accordance with Chapter 2253 of the Texas Government Code. The maintenance bond shall guarantee the maintenance of the Facilities in good condition for a period of two (2) years from and after the date that a “Letter of Acceptance” is issued by the City indicating that the Facilities have been completed by the Developer and accepted by the City. The Maintenance Bond shall be made in favor of the City and the Developer.

12. Release of Plans and Specifications. Release of the plans and specifications for construction by the City Engineer or other City employee(s) of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be an assumption of the responsibility and liability of the Developer for the competency of the Developer’s design and specifications for the Facilities, it being the intent of the parties that release of the plans and specifications by the City Engineer or other City employee(s) signifies the City’s acceptance of only the general design concept of the Facilities to be constructed.

13. Liens. The Developer shall not suffer or permit any mechanic’s, supplier’s, or materialmen’s liens, claims, judgments or indebtedness of any kind to be filed against the Facilities, and shall promptly obtain the release of any such claims at Developer’s sole cost.

14. After completion of the Facilities, Developer shall ensure that the Facilities are used in a clean and orderly manner substantially free of trash, debris, and damage to the Facilities by its visitors, patrons, agents, assigns, or members.

15. The Developer shall not disturb any improvements of the City, or interfere with the use, repair, maintenance, or replacement of such improvements, or obstruct the City’s access to Fire Station No. 16 or the water tower site.

16. City Event Overflow Parking. The Developer grants to the City, its successors and assigns, a non-exclusive, revocable license to use the parking area identified on **Exhibit C**, which is attached to this Agreement and incorporated herein, to be used by the City for the purposes of this Agreement, and for no other purpose; provided, however, the Developer shall not be responsible for any damage to the Developer’s parking area caused by the City or its invitees, agents, assigns, residents, or any City representatives. Prior to use of the Developer’s parking area identified on **Exhibit C**, the City shall request five (5) days written approval from the Developer, in the event that more than ten (10) parking spaces are needed at any given time, in order to avoid scheduling conflicts with the Developer’s meetings, events, or operations, and such written approval by the Developer authorizing the same shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, the Developer agrees that it shall not revoke the license granted to the City to use the parking area for five (5) years following the Effective Date.

## 17. INDEMNIFICATION.

THE DEVELOPER AND ITS CONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AND INVITEES (COLLECTIVELY THE “INDEMNIFYING PARTIES”), HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCILMEMBERS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS (INCLUDING INJURY TO PERSONS AND PROPERTY AND EVEN DEATH), JUDGMENTS, SUITS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY CONTRACTOR OR ANY THIRD-PARTY, TO THE EXTENT ARISING FROM, RELATED TO, OR PURSUANT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND THE USE OF THE CITY’S PROPERTY, REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD-PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY THE DEVELOPER OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE OF THE CITY INDEMNIFIED PARTIES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

### Article III **Obligations of the City**

1. As a condition to design and construction of the Facilities by the Developer, which are further identified on the attached Exhibit A, the City has appropriated the not-to-exceed sum of **Twenty Thousand, Three Hundred and Forty One Dollars (\$20,341.00)** (the “Authorized Reimbursement”) necessary to reimburse the Developer for performance of the work and ensure completion of the Facilities.
2. The City grants to the Developer, its successors and assigns, a non-exclusive, revocable license to design, construct, and use the Facilities, in accordance with this Agreement, to be used by the Developer for the purposes of this Agreement, and for no other purpose.
3. The City agrees to allow the Developer to expand and use the water tower driveway and the Facilities free of charge for overflow passenger vehicle parking for Developer’s special events and services. The expanded water tower driveway and its use shall be limited to the area shown on Exhibit B, which is attached to this Agreement and fully incorporated herein.
4. Water Tower and Fire Station Access. The City’s paramount public purposes of providing water and fire services shall not be obstructed or limited in any manner. In the event of an emergency, the City may immediately remove or repair the Facilities, and block or limit access thereto, all without compensation or liability for damages to the Developer or any other person.
5. Maintenance. After acceptance of the Facilities, the City shall maintain the Facilities in accordance with the City’s ordinary practices and maintenance schedule for public facilities; provided, however, the City shall not have the responsibility to repair, replace, or reconstruct the

Facilities when damage is caused by the Developer or its invitees, agents, assigns, members, patrons, or other representatives. Except in the case of an emergency, the City will provide ten (10) days written notice to the Developer, prior to performing maintenance, repair, reconstruction, or replacement of the Facilities (collectively, the “Maintenance Work”). The costs of the Maintenance Work shall be shared equally between the Parties, and upon completion of the Maintenance Work the City shall provide a detailed invoice of the same showing Developer’s portion of the costs of the Maintenance Work, which shall be paid by the Developer no later than thirty (30) days from receipt of the invoice.

6. City’s Insurance. The City is a home rule municipality and shall keep and maintain insurance as required by Texas law.

#### **Article IV** **Termination**

1. Termination. This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) by one-hundred and eighty (180) days written notice to any party for any reason or for no reason;
- (c) upon written notice by any party, if another party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof;
- (d) upon written notice by the City, if the Developer suffers an event of bankruptcy or insolvency and such filing is not dismissed or withdrawn within ninety (90) days after the filing thereof;
- (e) upon written notice by the City, if any taxes, fines, fees, assessments, judgments, or other impositions owed to City become delinquent and such delinquency has not been cured within ninety (90) days after written notice thereof; or
- (f) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

#### **Article V** **Notice**

1. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier, email, or hand delivered:

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

If to Developer: The Heights Church  
1315 Grandview Hwy.,  
Cleburne, Texas 76031  
Attn: \_\_\_\_\_

**Article VI**  
**Miscellaneous**

1. **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.
2. **Mutual Assistance.** The Parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
3. **Offset.** The City may offset any amounts due and payable under this Agreement against any delinquent debt (including taxes, fines, fees, assessments, judgments, or other impositions) lawfully due to the City, regardless of whether or not the delinquent debt due to the City has been reduced to judgment by a court.
4. **Venue.** The parties hereto agree that this Agreement is performable in the City of Burleson, Johnson County, Texas, if any legal action is necessary in connection with this Agreement, exclusive venue shall lie in Johnson County, Texas.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country.
6. **Texas Public Information Act.** All information, documents, and communications relating to this Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a ruling of court of competent jurisdiction relating to the Act.
7. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
8. **Independent Parties.** Each Party shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the other for any purpose

whatsoever, including, but not limited to, entitlement to employee benefits. The Parties hereby expressly waive any claim or entitlement to such benefits from the other Party. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Furthermore, the Parties hereto acknowledge and agree that the doctrine of respondeat superior shall not apply between them.

9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this Agreement shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

10. No Waiver. All rights, remedies, and privileges permitted or available to the parties under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of any rights, remedies, or privilege with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by a party in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by that party.

11. Successor and Assigns. This Agreement and the terms and conditions herein shall be binding upon and inure to the benefit of the parties, hereto, their respective successors and assigns. This Agreement may not be assigned or amended without the mutual written consent of the Developer and the City.

12. Counterparts. 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.

13. Gift to Public Servant. The City may terminate this Agreement immediately if the Developer has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

14. No Leasehold Interest. Developer acknowledges that this Agreement is not a lease, that there are no leased premises, and that this Agreement does not create a leasehold interest in any part of the Facilities. In the event that Developer shall hold over and continue its activities under this Agreement after the expiration or termination of this Agreement, such holding over shall not be construed to operate as a renewal or extension of this Agreement, or a tenancy at sufferance.

15. Legal Construction. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Agreement.

16. Governmental Functions. The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental function(s) and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, which cannot be waived, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. To the extent a court of competent jurisdiction determines this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL



GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including, but not limited to, all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

17. Waiver of Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, each party shall be solely responsible for payment of its attorneys (except as required pursuant to the indemnity obligations in this Agreement) and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.

18. Deed Records. This Agreement does not create or convey a real property interest and it shall not be filed or recorded in the official public deed records of Johnson County, Texas, but shall be kept on file in the Office of the City Secretary of the City.

19. Additional Verifications. To the extent required by Texas law, the Developer verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) it does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; and (3) it does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of this Agreement; (4) it does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) it is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

20. Ethics Disclosure. To the extent required by law, the Developer represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295.

21. No Third Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the Parties hereto any rights, benefits, or remedies under or because of this Agreement.

22. Authority. By signing below, the Developer and the City each indicate their agreement to the terms of this Agreement and represent and warrant the authority of the person signing to bind such entity.

23. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

This Agreement is executed on behalf of the Developer shown below, and on behalf of the City by its City Manager, effective on the last date shown below (the "Effective Date").

**CITY OF BURLESON, A TEXAS HOME-RULE MUNICIPALITY**

By: \_\_\_\_\_  
Tommy Ludwig, City Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Amanda Campos, City Secretary

**APPROVED TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Allen Taylor, City Attorney

**EASTERN HEIGHTS CHURCH DBA THE HEIGHTS CHURCH, A TEXAS NON-PROFIT CORPORATION ("DEVELOPER")**

By: \_\_\_\_\_  
Kody Hughes, Trustee

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

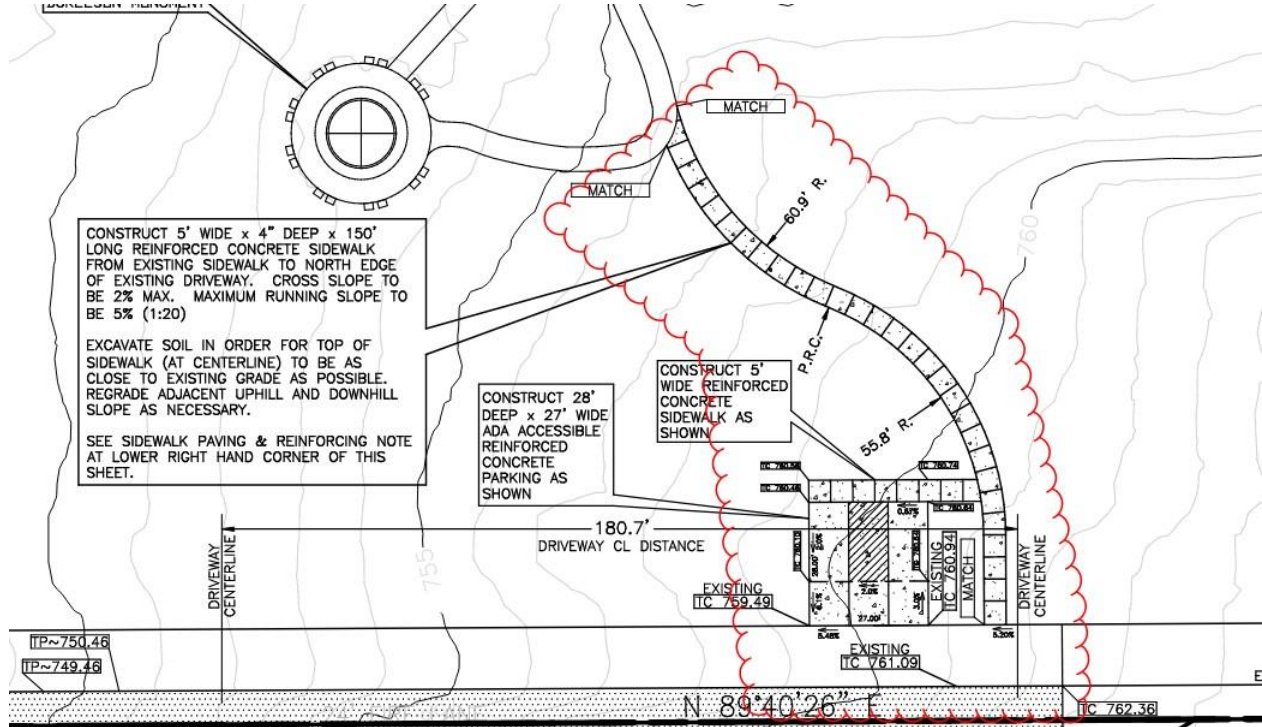
**ATTEST:**

By: \_\_\_\_\_  
Ronnie Chaney, Trustee

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

## EXHIBIT A

### 1. Pedestrian Sidewalk and Handicap Parking Stalls



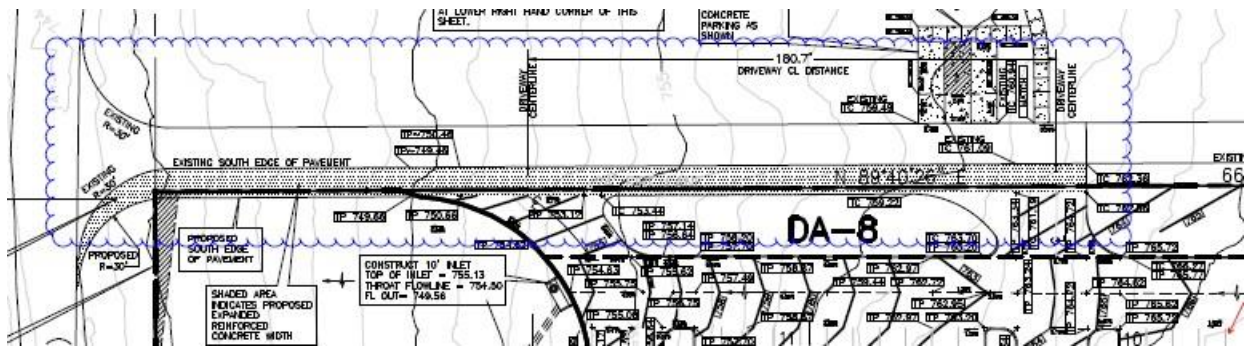
### 2. Scope of Work and Estimated Cost of Work

Approximately 910 square feet of five-foot wide concrete sidewalk and two handicap/disabled parking stalls.

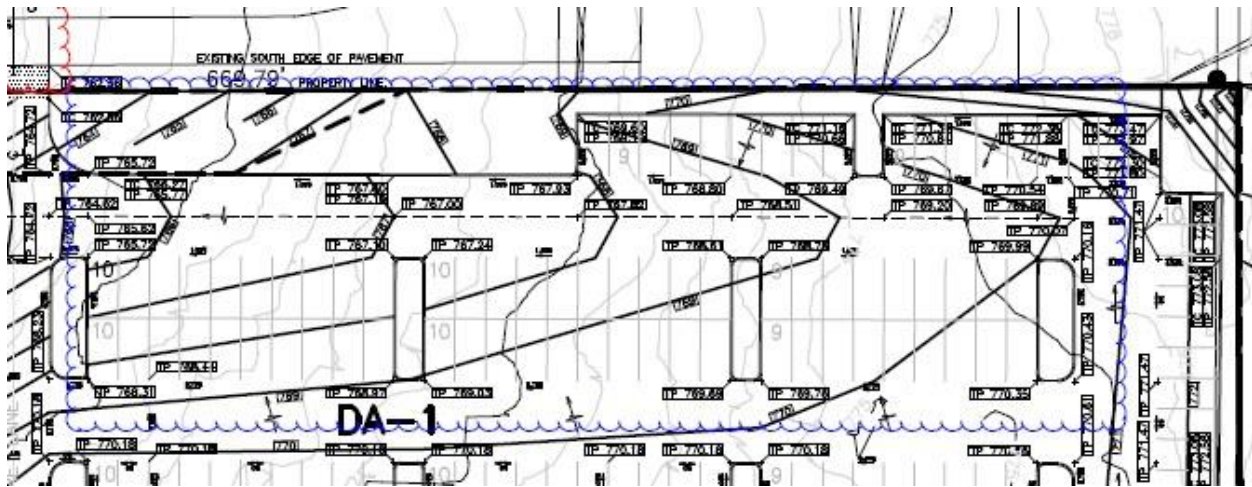
	City of Burleson	The Heights Church	
Pedestrian sidewalk and handicap parking stalls	\$ 20,341.00	\$ -	
CFC Utilities	\$ -	\$ 330,210.00	
Sub - Total	\$ 20,341.00	\$ 330,210.00	<b>Project Total</b>
Project Total and Percent	5.8%	94.2%	\$ 350,551.00

# EXHIBIT B

## Expanded Water Tower Driveway and Area of Authorized Use



**EXHIBIT C**



**Area of Authorized Use for City Fire Station Events and Meeting**

---

## City Council Regular Meeting

**DEPARTMENT:** Capital Engineering

**FROM:** Randall Morrison, PE, Director of Capital Engineering

**MEETING:** March 3, 2025

---

**SUBJECT:**

Consider and take possible action on a resolution authorizing an Advance Funding Agreement (AFA), in the amount of \$253,000.00, with the Texas Department of Transportation (TxDOT) for SH174 Widening Project (Project #197405) and authorize the City Manager to sign on behalf of the City. (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)

**SUMMARY:**

This project consists of widening SH174 to six lanes from Elk Drive to Wicker Hill Road. The City has led and funded the design of the Project, while TxDOT will manage and primarily fund Construction. To keep the signal poles consistent with the latest City Standards, the City needs to contribute funds to upgrade the galvanized signal poles to powder coated black poles. The following intersections will be upgraded:

- Hulen Street & SH174
- Commons Drive & SH174
- John Jones Drive & SH174
- Elk Drive & SH174

Per the proposed AFA, the City will contribute the amount of \$253,000.00 for the local government's participation in the project. The city will be 100% responsible for these costs and the related cost overruns. TxDOT will manage and oversee the construction phase of the project.

**RECOMMENDATION:**

Consider and take possible action on a resolution authorizing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for SH174 Widening Project (Project #197405) and authorize the City Manager to sign on behalf of the City.

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

- The City Council approved a resolution of support for the SH174 Widening Project, authorizing the AFA between the City and State of Texas on February 15, 2021.

- The City Council approved an amendment to the Engineering Services Contract (CSO#1408-06-2020) with Kimley-Horn and Associates for design of the SH174 Widening Project on May 1, 2023.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Project Number :197405

Amount: \$253,000.00

**STAFF CONTACT:**

Randall Morrison, PE  
Director of Capital Engineering  
[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)  
(817) 426-9295



# Advance Funding Agreement (AFA) for SH174 Widening Project – Powder Coated Black Signal Poles

March 3, 2025





# SH174 Widening Project Overview

- The project includes the expansion of SH174 from 4 lanes to 6 lanes from Elk Dr. to Wicker Hill Rd.
- It is a joint effort between the City and TxDOT. City is responsible for design and TxDOT is responsible for construction.
- Currently the consultant has submitted 100% PS&E plan to TxDOT for review.



# SH174 Widening Project Background

- The City Council approved a resolution of support for the SH174 Widening Project, authorizing the AFA between the City and State of Texas on February 15, 2021.
- The City Council approved an amendment to the Engineering Services Contract (CSO#1408-06-2020) with Kimley-Horn and Associates for design of the SH174 Widening Project on May 1, 2023.





# Powder Coated Black Signal Pole Upgrade

To keep the signal poles consistent with the new City Standard, the following intersections will be upgraded:

- **Hulen Street & SH174**
  - City to pay for cost difference to powder coat all poles. Install additional Signal Head on TXDOT supplied pole.
- **Commons Drive & SH174**
  - City to pay for cost difference to powder coat all poles.
- **John Jones Drive & SH174**
  - City to pay for cost difference to powder coat 2 poles. City to pay to install 2 additional 55' poles and signal heads with powder coating.
- **Elk Drive & SH174**
  - City to pay for cost difference to powder coat 3 poles. City to pay to install 1 additional 44' signal pole and signal heads with powder coating.



# Agreement Specifics

- City to fund 100% of powder coating material cost.
- City to fund any related cost overruns.
- City will have no work responsibilities.
- TxDOT will manage and oversee all construction work for the project.

# Action Requested

Approve a resolution authorizing an Advance Funding Agreement (AFA) with the TxDOT Department of Transportation (TxDOT) for SH174 Widening Project (Project #197405) and authorize the City Manager to sign on behalf of the City Council.

# Questions / Discussion

Randall Morrison, P.E., Director of Capital Engineering

Capital Engineering

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

(817) 426-9295

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON SUPPORTING ENTERING INTO AN ADVANCE FUNDING AGREEMENT FOR A CONGESTION MITIGATION AND AIR QUALITY PROGRAM PROJECT, BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City is authorized to enter into contracts with the State of Texas, including advance funding agreements with the Texas Department of Transportation; and

**WHEREAS**, the City Council has been presented a proposed advance funding agreement by and between the City of Burleson, Texas (the “City”), and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for the materials of powder coated black signal poles at four intersections on State Highway 174, an existing 4-lane roadway, being widened to a 6-lane roadway from Elk Drive to Wicker Hill Road. The city will have no work responsibilities. The State will perform and manage all work for the project, and

**WHEREAS**, the City Council supports entering into an advance funding agreement with the State of Texas acting by and through the Texas Department of Transportation for the SH 174 Widening Project; and

**WHEREAS**, the City possesses the funds on hand to participate in the SH 174 Widening Project, specifically in project #197405, and is committed, subject to the terms and conditions of the final advance funding agreement, to paying related cost overruns;

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

#### **Section 1.**

The City Council supports entering into an advance funding agreement for the SH 174 Widening Project, which provides funding for the materials of powder coated black signal poles at four intersections on State Highway 174, an existing 4-lane roadway, being widened to a 6-lane roadway from Elk Drive to Wicker Hill Road.

#### **Section 2.**

The City Council hereby designates the City Manager, Tommy Ludwig, as the City’s authorized official with the authority to execute an advance funding agreement on behalf of the City should

the City Council approve such an agreement. The City Council hereby directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

**Section 3.**

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

**Section 4.**

This resolution shall be effective immediately upon final passage.

PASSED, APPROVED, AND DULY RESOLVED by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

APPROVED AS TO FORM & LEGALITY:

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

\_\_\_\_\_  
Matt Ribitzki., City Attorney



CCSJ #	0019-01-146		
AFA CSJs	0019-01-146		
District #	02	AFA ID	Z00011136
Code Chart 64 #	06600		
Project Name	SH 174; Wicker Hill to Elk Dr		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT PROJECTS  
WITH NO REQUIRED MATCH  
ON-SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Burleson**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement generally described as **traffic signal improvements**; and

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **powder coating on traffic signal elements** (Project); and

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the state;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CCSJ #	0019-01-146		
AFA CSJs	0019-01-146		
District #	02	AFA ID	Z00011136
Code Chart 64 #	06600		
Project Name	SH 174; Wicker Hill to Elk Dr		

## AGREEMENT

### 1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

### 2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

### 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

<b>CCSJ #</b>	<b>0019-01-146</b>		
<b>AFA CSJs</b>	<b>0019-01-146</b>		
<b>District #</b>	<b>02</b>	<b>AFA ID</b>	<b>Z00011136</b>
<b>Code Chart 64 #</b>	<b>06600</b>		
<b>Project Name</b>	<b>SH 174; Wicker Hill to Elk Dr</b>		

**6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

**8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

**9. Increased Costs**

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

**10. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

<b>CCSJ #</b>	<b>0019-01-146</b>		
<b>AFA CSJs</b>	<b>0019-01-146</b>		
<b>District #</b>	<b>02</b>	<b>AFA ID</b>	<b>Z00011136</b>
<b>Code Chart 64 #</b>	<b>06600</b>		
<b>Project Name</b>	<b>SH 174; Wicker Hill to Elk Dr</b>		

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**11. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

**12. Termination**

- A. This agreement may be terminated in the following manner:
  - 1. By mutual written agreement and consent of both parties;
  - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
  - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

**13. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
City of Burleson ATTN: City Manager 135 W. Ellison St., Suite 109 Burleson, TX 76028	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

<b>CCSJ #</b>	<b>0019-01-146</b>		
<b>AFA CSJs</b>	<b>0019-01-146</b>		
<b>District #</b>	<b>02</b>	<b>AFA ID</b>	<b>Z00011136</b>
<b>Code Chart 64 #</b>	<b>06600</b>		
<b>Project Name</b>	<b>SH 174; Wicker Hill to Elk Dr</b>		

**14. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**15. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**16. Amendments**

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

**17. State Auditor**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CCSJ #	0019-01-146		
AFA CSJs	0019-01-146		
District #	02	AFA ID	Z00011136
Code Chart 64 #	06600		
Project Name	SH 174; Wicker Hill to Elk Dr		

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>CCSJ #</b>	<b>0019-01-146</b>		
<b>AFA CSJs</b>	<b>0019-01-146</b>		
<b>District #</b>	<b>02</b>	<b>AFA ID</b>	<b>Z00011136</b>
<b>Code Chart 64 #</b>	<b>06600</b>		
<b>Project Name</b>	<b>SH 174; Wicker Hill to Elk Dr</b>		

**ATTACHMENT A  
PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government has requested to participate in the improvement described as:

Install powder coating, TRAFFIC BLACK (RAL 9017) in color, for all signal poles as well as additional poles and signal heads at two intersections. The following intersections will be upgraded via the project CSJ traffic signal elements:

- Hulen Street & SH 174 – Powder coating TRAFFIC BLACK (RAL 9017) in color for all signal poles.
- Commons Drive & SH 174 – Powder coating TRAFFIC BLACK (RAL 9017) in color for all signal poles.
- John Jones Drive & SH 174 – Install 2 additional 55’ poles and signal heads as well as Powder coating TRAFFIC BLACK (RAL 9017) in color for all signal poles.
- Elk Drive & SH 174 – Install 1 additional 44’ signal pole and signal heads as well as Powder coating TRAFFIC BLACK (RAL 9017) in color for all signal poles.

The Local Government will contribute the amount of \$253,000.00 for the Local Government’s participation in the project.

The Local Government will be 100% responsible for these costs and the related cost overruns.

The Local Government will have no work responsibilities. The State will perform and manage all work for the project. Any changes, additions, or deletions to the Project will be at the State’s sole discretion. The Local Government understands any future equipment repairs or replacements will be done so with TxDOT standard products.

---

## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Director  
**MEETING:** March 3, 2025

---

**SUBJECT:**

Chisholm Summit at 9325 CR 1016, Voluntary Annexation (Case 24-343): Hold a public hearing and consider and take possible action on an ordinance for voluntary annexation of approximately 88.140 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, described in the F.A. Claridge Survey, abstract no. 142, located at 9325 CR 1016, related to a previously approved development agreement; providing a penalty clause; and providing for an effective date. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On November 11, 2024, an application was submitted by Justin Bond representing RA Development, LTD on behalf of Rocky Bransom (owner) for the petition of voluntary annexation of approximately 88.140 acres for Chisholm Summit Annexation Phase C.

**Development Overview:**

This site is part of a previously approved 380 agreement for the future Chisholm Summit Master Planned Community. The property is currently in the ETJ and upon approval of annexation, the property would be assigned a default zoning of A, Agriculture. A zoning request for PD, Planned Development is currently scheduled to go concurrently with this annexation request before City Council on March 3, 2025. The proposed PD zoning conforms to the requirements of the approved 380 agreement (CSO# 1775-06-2021) attached as Exhibit 5.

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



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

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

*Staff supports a Planned Development zoning for a master planned community as it provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.*

**RECOMMENDATION:**

Approve the ordinance for annexation.

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

October 3, 2022 – City Council approved annexation and zoning for Chisholm Summit.

May 6, 2024 – City Council approved annexation and PD amendment for Chisholm Summit.

**REFERENCE:**

CSO# 1775-06-2021

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

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

# Chisholm Summit Annexation (Phase C)

## Location:

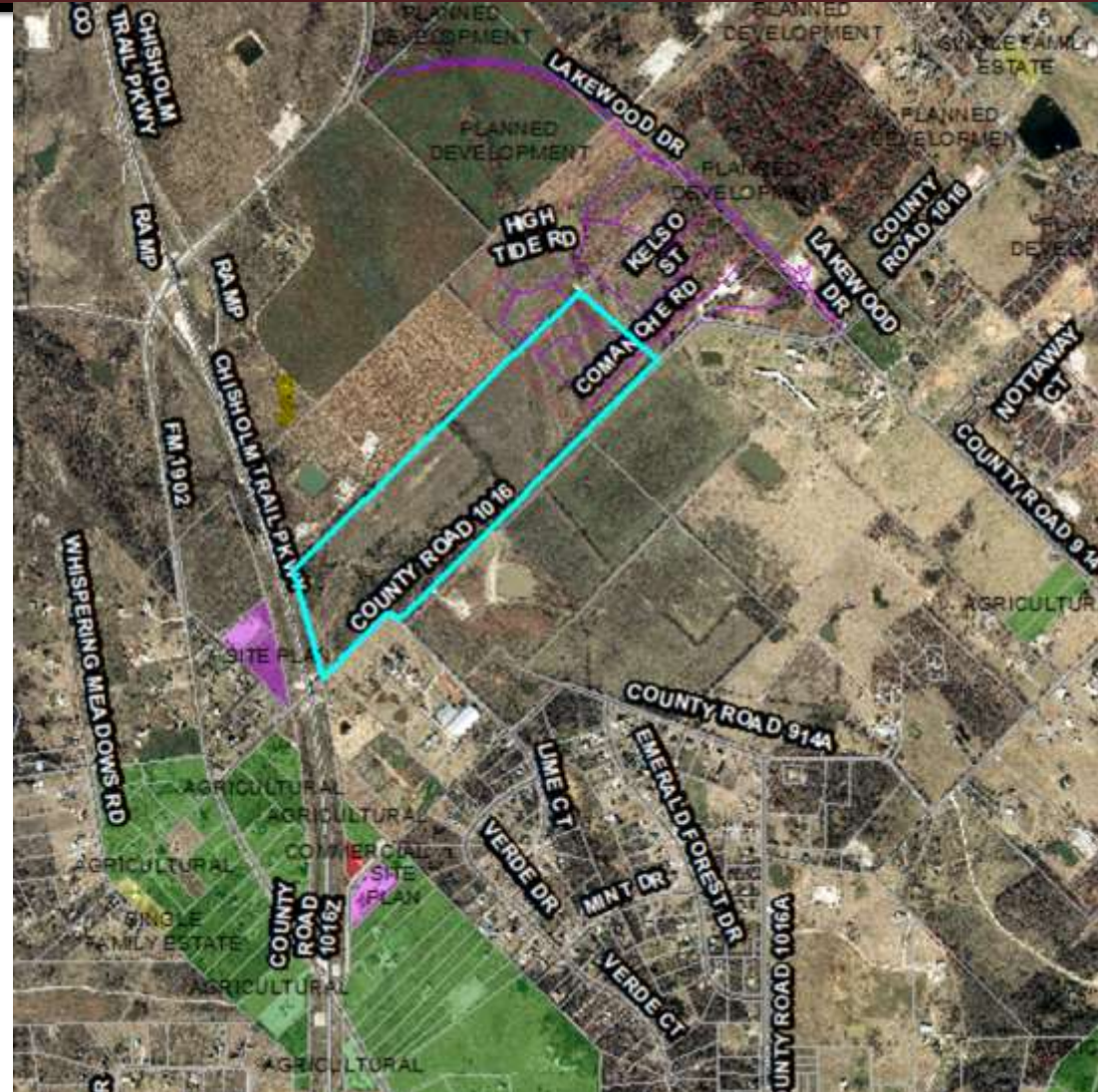
- 9325 CR 1016
- 88.140 acres

## Applicant:

Justin Bond (RA Development)  
Rocky Bransom

## Item for approval:

Annexation of Phase C- related to a previously approved development agreement (Case 24-343).





# Chisholm Summit Annexation (Phase C)

## Annexation Schedule

A –	Dec. 31, 2022*
B –	Dec. 31, 2023
C –	Dec. 31, 2024
D –	Dec. 31, 2026
E –	Dec. 31, 2027
F –	Dec. 31, 2028
G –	Dec. 31, 2030
H –	Dec. 31, 2031

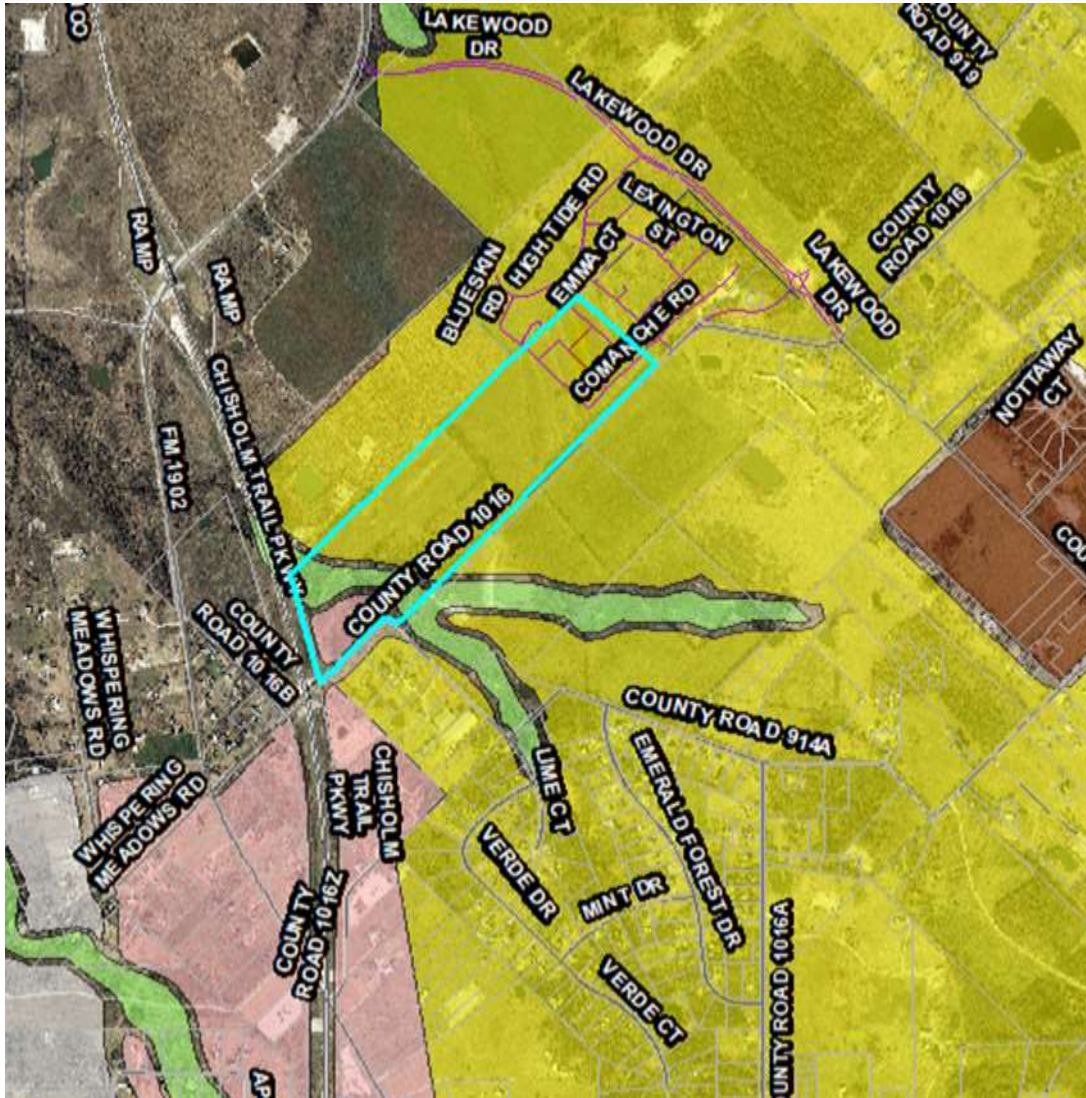
\*OR at start of construction of Roadway Improvements, whichever is sooner





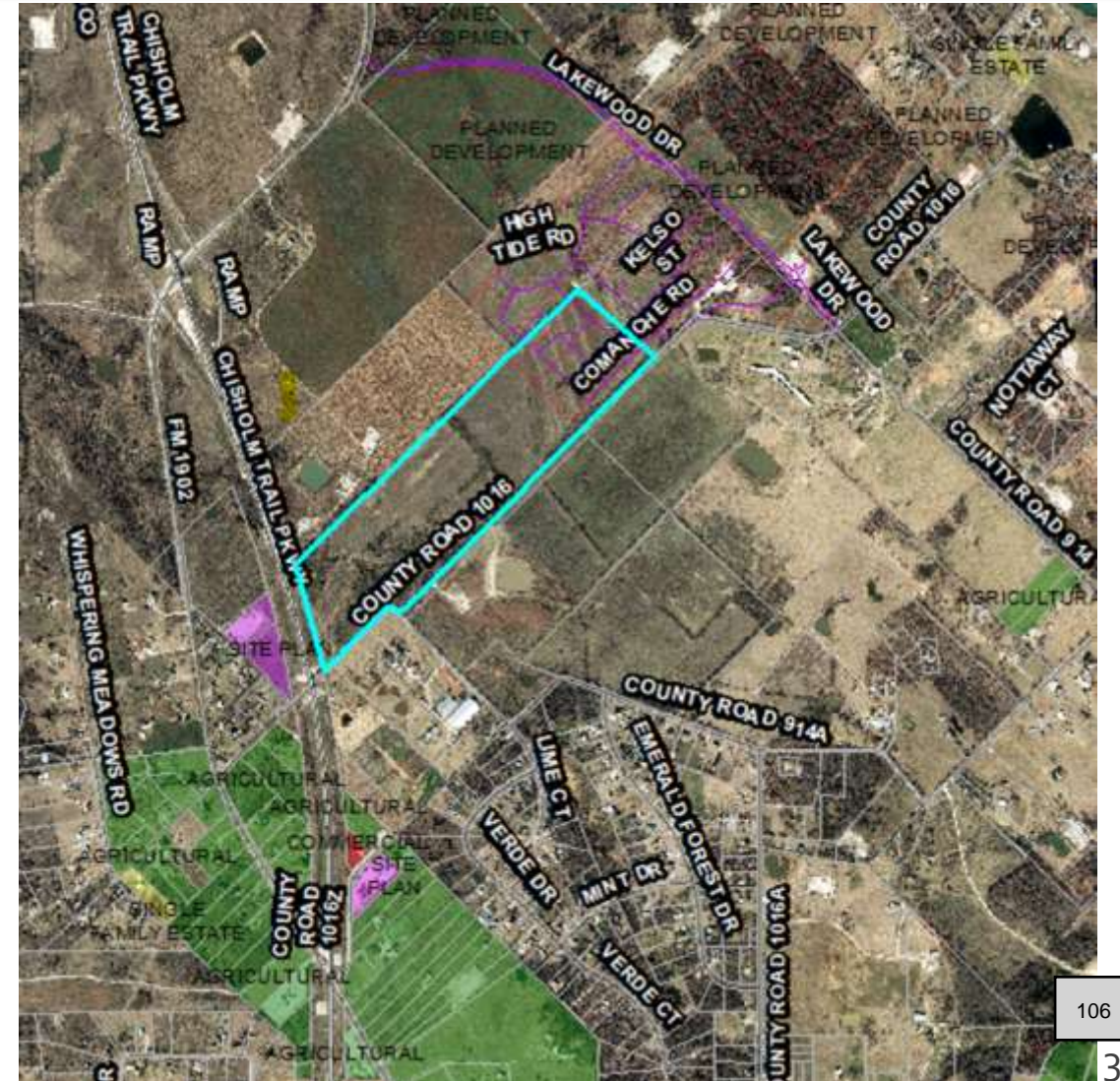
# Comprehensive Plan

## Neighborhoods



# Zoning

## ETJ

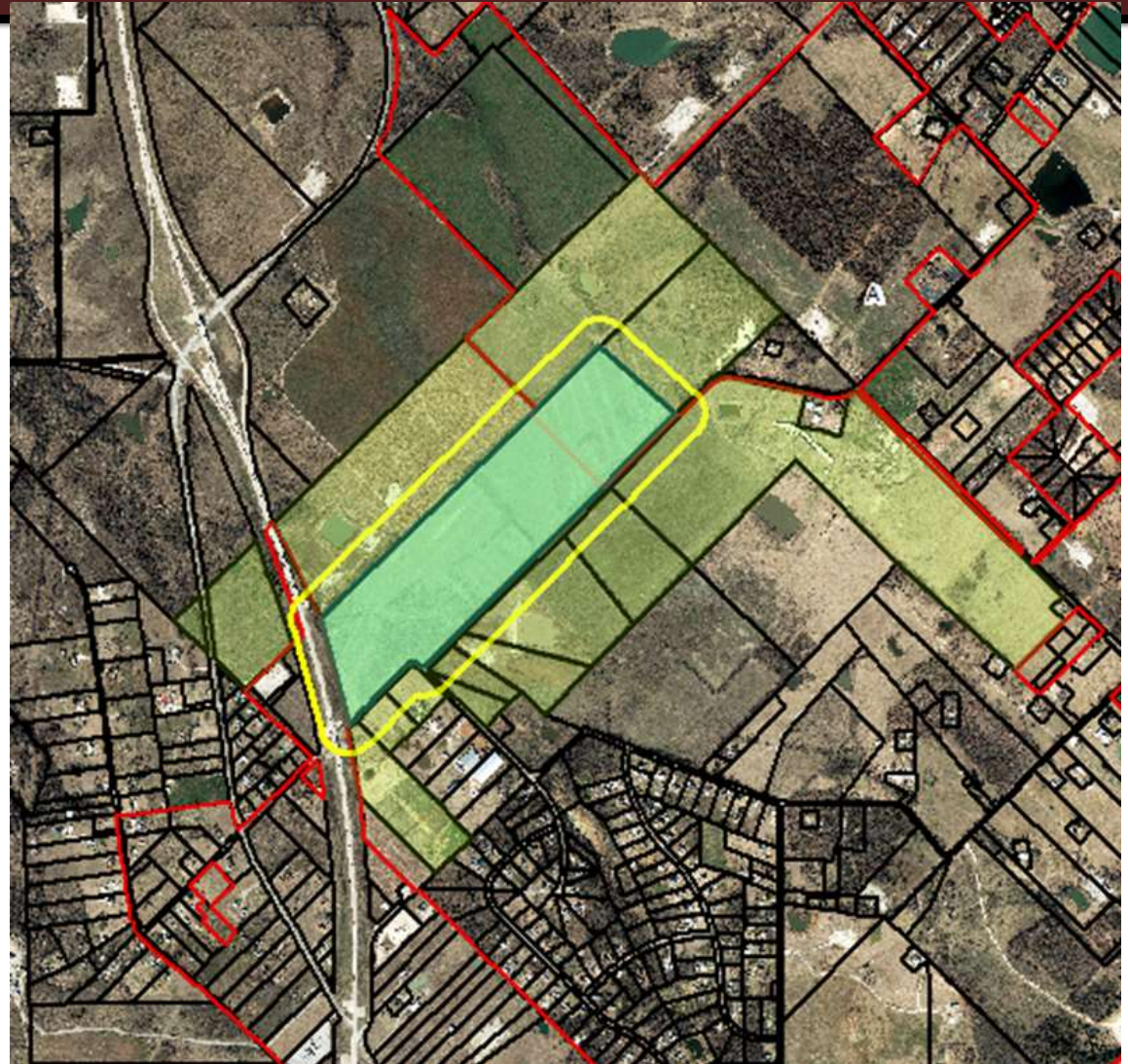




# Chisholm Summit Annexation (Phase C)

## Public Hearing Notice

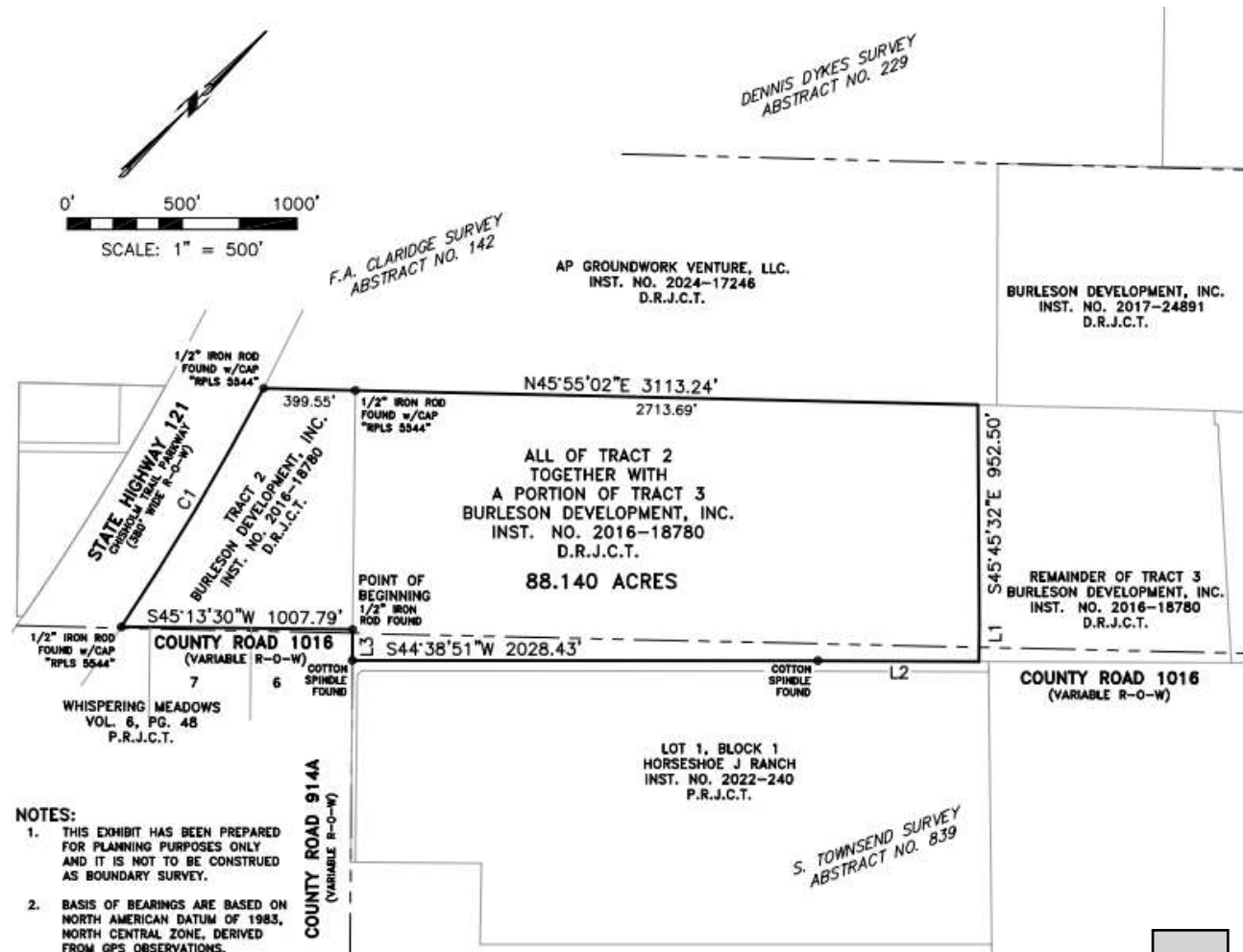
- Published in newspaper
- Posted on City Website
- Notified school districts and sent utility letters for annexation.



# Chisholm Summit Annexation (Phase C)

## Staff's Recommendation

- Staff recommends approval of annexation of 88.130 acres for Chisholm Summit Phase C located at 9325 CR 1016.
- Proposed Planned Development furthers the goals and vision of the Comprehensive Plan
- Part of previously approved development agreements



## ORDINANCE

**AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BURLESON; PROVIDING FOR THE ANNEXATION OF 88.140 ACRES OF LAND DESCRIBED IN THE F.A. CLARIDGE SURVEY, ABSTRACT NO.142, AS CONVEYED IN THE DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), RELATED TO A PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT. SAID ANNEXATION AREA IS LOCATED IN THE EXCLUSIVE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BURLESON; PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES; PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF BURLESON, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE.**

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

**WHEREAS**, the proposed annexation of the territory hereinafter described was requested by petition letter, shown herein as Exhibit "B" and submitted executed **November 11, 2024, by Justin Bond of Burleson Development Inc.**, owner of the annexation area; and

**WHEREAS**, the first and final public hearing before the City Council of the City of Burleson, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City Council Chambers at the City Hall Building, 141 W. Renfro Street in Burleson, Texas, on March 3, 2025; and

**WHEREAS**, notice of such first and final public hearing was published in a newspaper having general circulation in the City of Burleson, Texas, and in the hereinafter described territory, and posted on the City of Burleson's internet web site, on **February 14, 2025**, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such first public hearing; and

**WHEREAS**, written notice of the proposed annexation was provided to the Burleson Independent School District, 1160 SW Wilshire Blvd., Burleson, Texas, 76028

on **February 14, 2025**, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of the first public hearing; and

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

**WHEREAS**, a Service Plan is as Exhibit “C” and Exhibit “D”; and

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

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

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

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

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

## **SECTION 1 ANNEXATION**

That all portions of the following tract (the “Annexation Area”) located in Johnson County, Texas, comprising a total of 88.140 acres of land, more or less, is hereby annexed into the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area, being tracts of land conveyed in the deed records as follows; a portion of land conveyed to Burleson Development INC., in the deed recorded in instrument No. 2016-18780, Deed Records, Johnson County Texas, (D.JR.C.T), being described and depicted in Exhibit “A” and incorporated into this Ordinance. In the event of a discrepancy between the description and the depiction, the depiction shall control.

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

That the owners and inhabitants of the Annexation Area are entitled to all of the rights and privileges of all other citizens and property owners of the City of Burleson, and are



bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

**SECTION 3  
OFFICIAL MAP**

That Ordinance C-594-06(A0709), the official map and boundaries of the City, previously adopted, is hereby amended to include the Annexation Area as a part of the City of Burleson, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the town to add the territory annexed as required by law.

**SECTION 4  
FILING CERTIFIED COPY**

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

**SECTION 5  
SERVICE PLAN**

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

**SECTION 6  
INCORPORATION OF RECITALS**

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

**SECTION 7  
CUMULATIVE CLAUSE**

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

**SECTION 8  
SEVERABILITY CLAUSE**

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

**SECTION 9  
AREAS EXCEPTED FROM ANNEXATION**

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

**SECTION 10  
EFFECTIVE CLAUSE**

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

**PASSED AND APPROVED:**

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

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

ATTEST:

APPROVED AS TO FORM &  
LEGALITY:

\_\_\_\_\_

\_\_\_\_\_

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

## EXHIBIT A

### Metes and Bounds

#### LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE F. A. CLARIDGE SURVEY, ABSTRACT NO. 142, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 2 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS, TOGETHER WITH A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTHWESTERLY LINE OF SAID TRACT 3 FOR THE MOST EASTERLY CORNER OF SAID TRACT 2 AND FOR THE MOST NORTHERLY CORNER OF LOT 6 OF WHISPERING MEADOWS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 45°13'30" W ALONG THE COMMON LINE BETWEEN SAID TRACT 2 AND WHISPERING MEADOWS, AND ALONG COUNTY ROAD 1016 (VARIABLE R-O-W), A DISTANCE OF 1007.79 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (380' WIDE R-O-W) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 11659.16 FEET, WHOSE LONG CHORD BEARS N 14°35'33" W, 1209.25 FEET;

THENCE LEAVING SAID COMMON LINE ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°56'43", AN ARC LENGTH OF 1209.79 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO AP GROUNDWORK VENTURE, LLC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2024-17246, DEED RECORDS, JOHNSON COUNTY, TEXAS, FOR THE MOST WESTERLY CORNER OF SAID TRACT 2;

THENCE N 45°55'02" E ALONG THE COMMON LINE BETWEEN SAID AP GROUNDWORK VENTURE, LLC., TRACT AND SAID TRACTS 2 AND 3, A DISTANCE OF 3113.24 FEET TO A POINT;

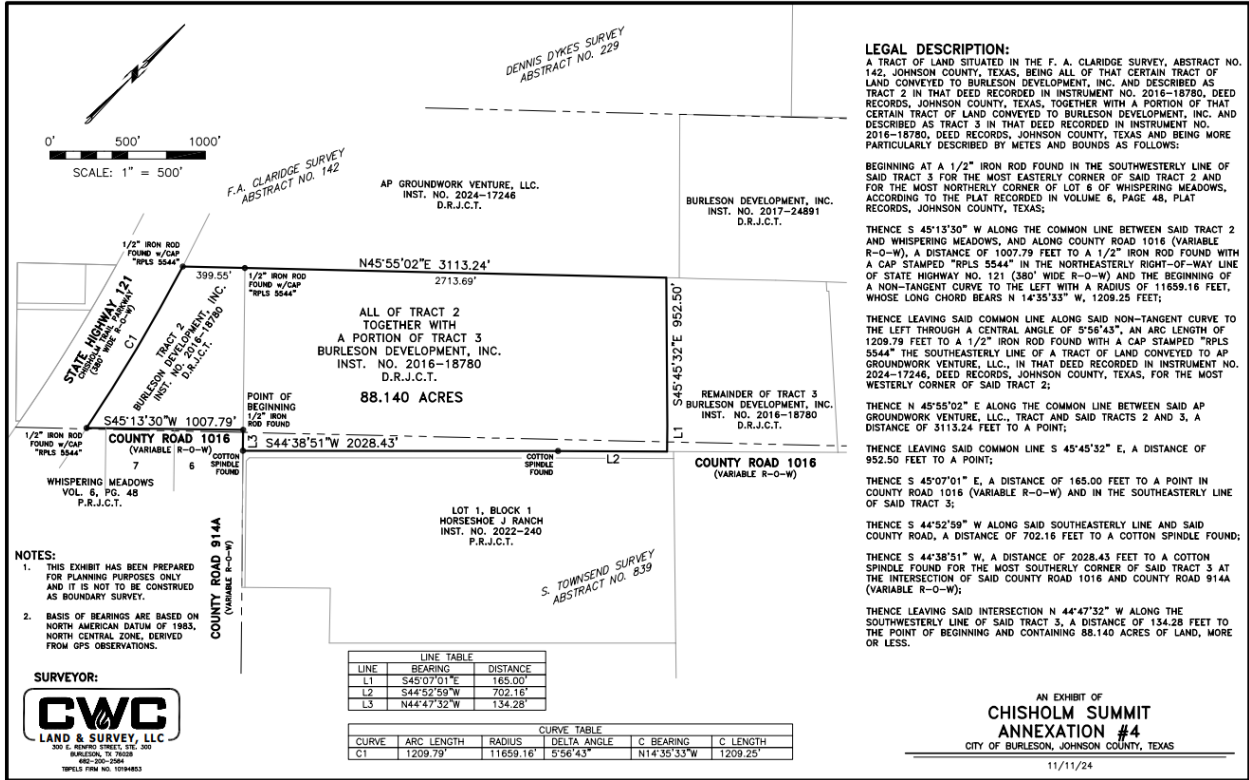
THENCE LEAVING SAID COMMON LINE S 45°45'32" E, A DISTANCE OF 952.50 FEET TO A POINT;

THENCE S 45°07'01" E, A DISTANCE OF 165.00 FEET TO A POINT IN COUNTY ROAD 1016 (VARIABLE R-O-W) AND IN THE SOUTHEASTERLY LINE OF SAID TRACT 3;

THENCE S 44°52'59" W ALONG SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD, A DISTANCE OF 702.16 FEET TO A COTTON SPINDLE FOUND;

THENCE S 44°38'51" W, A DISTANCE OF 2028.43 FEET TO A COTTON SPINDLE FOUND FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 3 AT THE INTERSECTION OF SAID COUNTY ROAD 1016 AND COUNTY ROAD 914A (VARIABLE R-O-W);

THENCE LEAVING SAID INTERSECTION N 44°47'32" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 134.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.140 ACRES OF LAND, MORE OR LESS.



0' 500' 1000'  
 SCALE: 1" = 500'

- NOTES:**
- THIS EXHIBIT HAS BEEN PREPARED FOR PLANNING PURPOSES ONLY AND IT IS NOT TO BE CONSTRUED AS BOUNDARY SURVEY.
  - BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

**SURVEYOR:**  
  
 CWC LAND & SURVEY, LLC  
 3700 BRIDGES TRAIL, 3700  
 BURLESON, TX 76028  
 817-291-2344  
 76028-291-2344

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S45°07'01"E	165.00'
L2	S44°52'59"W	702.16'
L3	N44°47'32"W	134.28'

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	C BEARING	C LENGTH
C1	1209.79'	11659.16'	5°56'43"	N14°35'33"W	1209.25'

AN EXHIBIT OF  
**CHISHOLM SUMMIT**  
**ANNEXATION #4**  
 CITY OF BURLESON, JOHNSON COUNTY, TEXAS

11/11/24

## Exhibit "B"

**RE: Voluntary Annexation Request**


Dear City Council,

As the owner of the below-referenced property, I would like the City of Burleson to consider my our request for annexation. The property in question is located at 9325 County Road 1016, Burleson TX 76028. The property is currently undeveloped. The size of the tract is 88.140 acres. The reason for this annexation request is a developer's agreement and to subdivide the property.

Owner as listed on Deed: Burleson Development Inc.

Any additional information may be obtained by contacting Justin Bond at 817-880-1220.

Sincerely,



Justin Bond

**Exhibit "C"**

**AGREEMENT FOR  
CITY OF BURLESON  
ANNEXATION SERVICE PLAN  
FOR**

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

This Agreement is entered into between the City of Burleson and Burleson Development, INC. ("Owners") pursuant to Section 43.0672 of the Texas Local Government Code. The parties agree to the provision of services set forth below.

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

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

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

**1. POLICE PROTECTION**

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

**2. FIRE PROTECTION AND AMBULANCE SERVICE**

The City of Burleson, Texas will provide, or cause to be provided, fire protection and ambulance service to the Annexation Area at the same or similar level of service now



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

### 3. SOLID WASTE COLLECTION

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

### 4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

### 5. MAINTENANCE OF ROADS AND STREETS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

### 6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

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

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

## **II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES**

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

### **1. LIBRARY SERVICES**

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

### **2 MUNICIPAL ADMINISTRATION**

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

### **3. ENFORCEMENT OF CODES AND ORDINANCES**

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

### **4. INSPECTION SERVICES**

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

## **III. CONSTRUCTION OF CAPITAL IMPROVEMENTS**

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA

BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

1. GENERAL

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

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

The City Council of the City of Burleson, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical service The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Burleson, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of police, fire and emergency medical services provided within the corporate limits of the City. The need for construction of new facilities will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. WATER FACILITIES AND SERVICES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

4. WASTE WATER SERVICES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development

Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

**5. ROADS AND STREETS**

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

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

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

**IV. SPECIFIC FINDINGS**

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

AGREED TO AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

City of Burleson, Texas

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

AGREED:

By: \_\_\_\_\_  
Justin Bond

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

Before me on this day personally appeared \_\_\_\_\_ known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Notary Seal]

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

**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE  
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON 4A  
ECONOMIC DEVELOPMENT CORPORATION,  
R.A. DEVELOPMENT, LTD., BURLESON DEVELOPMENT, INC.,  
B & G SOUTH METRO, LP, ROCKY BRANSOM,  
ROCKY BRANSOM ET UX ANGELA, ROCKY AND ANGELA BRANSOM,  
ALTA BURL, LP, JANICE YVONNE JACKSON, AND  
THE JACKSON FAMILY TRUST FOR CHISHOLM SUMMIT**

This Chapter 380 and Economic Development and Performance Agreement (the "Agreement") is entered into as of the 7<sup>th</sup> day of June, 2021 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager; the Burleson 4A Economic Development Corporation ("BEDC"), by and through its Board President; R.A. Development, Ltd., a Texas limited liability partnership ("Developer"), by and through Bransom Management, LLC, its general partner; Burleson Development, Inc., by and through its president/director; B & G South Metro, LP, by and through B.G.S.M Management Company, LLC, its general partner; Rocky Bransom, Rocky Bransom et ux Angela; Rocky and Angela Bransom, Alta Burl, LP by and through Eyesight Ventures, LLC, its general partner; Janice Yvonne Jackson; Jackson Family Trust by and through its authorized trustee (collectively, including Developer, the "Current Owners"). City, BEDC, Developer, and the Current Owners sometimes hereafter be referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, Developer desires to participate in the Program by entering into this Agreement; and

**WHEREAS**, the Developer, the Current Owners and/or their predecessor in title previously entered into development agreements for certain tracts on the Property under Chapter 43 and Section 212.172 of the Local Government Code; and

**WHEREAS**, the Parties intend that this Agreement shall supersede those agreements in all matters; and

**WHEREAS**, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Developer's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and



**WHEREAS**, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the BEDC has determined and found that the Reimbursements contemplated in this Agreement to be funded by the BEDC constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

**WHEREAS**, Developer has acquired, or has under contract, approximately 823 acres on the west side of the City, currently within the extraterritorial jurisdiction ("ETJ") of the City, depicted on **Exhibit A**, and intends to develop a master planned community on the Property to include, among other things, over 3,000 high end residential units, ten miles of interconnecting trail system, over 90 acres of dedicated parkland, commercial areas, and other amenities, to be known as Chisholm Summit; and

**WHEREAS**, Burleson Development Inc. owns the real property depicted on **Exhibit A-1**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Alta Burl LP owns the real property depicted on **Exhibit A-2**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Jackson Family Trust owns the real property depicted on **Exhibit A-3**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Janice Yvonne Jackson owns the real property depicted on **Exhibit A-4**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, B&G South Metro LP owns the real property depicted on **Exhibit A-5**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Rocky Bransom owns the real property depicted on **Exhibit A-6**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Rocky and Angela Bransom own the real property depicted on **Exhibit A-7**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, R.A. Development, Ltd., owns the real property depicted on **Exhibit A-8**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, the Current Owners have contractually committed to convey their tracts on the Property to Developer so that Chisholm Summit may be developed as set forth herein; and



**WHEREAS**, the Current Owners consent to annexation of their property located in Chisholm Summit and agree to the imposition of the Development Standards on any property they own within Chisholm Summit under the terms set forth in this Agreement; and

**WHEREAS**, the City desires to facilitate a master planned community with elements such as connectivity, a mixture of home types and sizes, preservation of natural areas, a sense of place and community, walkability, and uniqueness; and

**WHEREAS**, the development plan presented by the Developer for Chisholm Summit meets those criteria and the City Council desires to facilitate its development by providing the incentives set forth herein; and

**WHEREAS**, the Developer desires to annex the Property into the City in phases as Chisholm Summit is platted; and

**WHEREAS**, planned development zoning will occur concurrently with annexation; and

**WHEREAS**, while the west side of Burleson encompasses over 1,600 mostly vacant acres ("Burleson West") with tremendous potential for residential and commercial development, there is currently a lack of east/west and north/south transportation corridors, connection to Chisholm Trail Parkway is difficult, emergency response is hindered due to a poor roadway network, and sewer access is limited, thereby hindering development potential; and

**WHEREAS**, the City desires to provide for public infrastructure and improvements to allow Chisholm Summit to develop and to concurrently facilitate quality commercial development by providing Burleson West access to Chisholm Trail Parkway and connectivity with the rest of the City and to provide adequate sewer facilities; and

**WHEREAS**, Public Improvements contemplated in this Agreement will allow the BEDC to develop and market a national/regional office park located on the northern edge of Chisholm Summit (the "Hooper Tract"), a 92 acre tract depicted on **Exhibit A-9**; and

**WHEREAS**, Developer intends to dedicate all right-of-way for public infrastructure required for Chisholm Summit at no charge under the terms set forth in this Agreement; and

**WHEREAS**, Developer intends to dedicate a three acre tract for a public safety facility to provide fire and police service for the west side and other municipal purposes; and

**WHEREAS**, a public improvement district ("PID") is required to create and finance capital park improvements and the maintenance of parks and trails in Chisholm Summit; and

**WHEREAS**, Section 212.172 of the Texas Local Government Code authorizes a city to enter into an agreement with an owner of property located in the ETJ to, among other things, provide for terms of annexation, provide for infrastructure, and specify the uses and development standards after annexation.

**NOW THEREFORE**, in consideration of the mutual obligations of the Parties set forth in this Agreement, and other consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

**ARTICLE 1.  
RECITALS AND EXHIBITS**

1.1 **Recitals.** The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

1.2 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

- Exhibit A – Chisholm Summit Real Estate Location Map
- Exhibit A-1 – Burleson Development Inc Parcel Location Map
- Exhibit A-2 – Alta Burl LP Parcel Location Map
- Exhibit A-3 – Jackson Family Trust Parcel Location Map
- Exhibit A-4 – Janice Yvonne Jackson Parcel Location Map
- Exhibit A-5 – B&G South Metro LP Parcel Location Map
- Exhibit A-6 – Rocky Bransom Parcel Location Map
- Exhibit A-7 – Rocky & Angela Bransom Parcel Location Map
- Exhibit A-8 – RA Development Ltd Parcel Location Map
- Exhibit A-9 – Hooper & Co Parcel Location Map
- Exhibit B – Preliminary Concept Plan
- Exhibit C – Development Standards
- Exhibit D – Parks and Trails Plan
- Exhibit E – Roadway Improvements
- Exhibit F – Sewer Improvements
- Exhibit G – Annexation Plan/Development Sections

**ARTICLE 2.  
AUTHORIZATION**



The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code, Chapters 501 and 504 of the Texas Local Government Code, and Section 212.172 of the Texas Local Government Code.

### **ARTICLE 3. DEFINITIONS**

“Agreement,” “BEDC,” “Burleson West,” “City,” “Current Owners,” “Developer,” “Effective Date,” “ETJ,” “Hooper Tract,” “Parties,” “Party,” and “Program” shall have the meanings set forth in the recitals.

“Approved Plats” means all final plats for a portion of the Property approved from time to time by the City in accordance with this Agreement.

“Building Codes” means building plumbing, electrical, mechanical, and fire codes adopted by the City in effect as of the Effective Date for the eight-year period commencing on the Effective Date. Commencing on the eighth anniversary of the Effective Date, “Building Codes” means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

“Certificate of Occupancy” means the document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Chisholm Summit” means a 823 acre equestrian themed master planned community on the Property developed in substantial conformance with the Development Standards set forth on **Exhibit C** and the Governing Regulations comprised of at least 3,000 high end residential units, over ten (10) miles of interconnected trails, 102 acres of dedicated parkland, an equestrian center, and other amenities as set forth and depicted on the Preliminary Concept Plan attached hereto as **Exhibit B**, to be constructed in phases as set forth herein.

“Construction Costs” means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public Improvements and the Private Improvements, as applicable. Construction Costs does not include any acquisition costs of the Property, marketing, or applicable City fees related to the development of the Public Improvements and/or the Private Improvements, as applicable.

“Development Sections” has the meaning set forth in Section 5.1(a) of this Agreement.

“Development Standards” means those detailed development requirements set forth in **Exhibit C** for the Private Improvements.

“Equestrian Center” means the existing equestrian center located as shown on **Exhibit B**.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of the Developer’s existence as a going business, insolvency, appointment of receiver for any part of the Developer’s property and such appointment is not terminated within sixty (60) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer and such proceeding is not dismissed within sixty (60) days after the filing thereof.

“Final Concept Plan” has the meaning set forth in Section 5.3 of this Agreement.

“Final Parks and Trails Plan” has the meaning set forth in Section 9.2 of this Agreement.

“Governing Regulations” has the meaning set forth in Section 5.2 of this Agreement.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer or any property or any business owned by the Developer within the City.

“Parkland Improvements” means the open spaces, connecting trails, ponds, pocket parks, playground areas, amphitheater, and other park amenities depicted and described on The Parks and Trails Plan and dedicated to the public, **Exhibit D**.

“Preliminary Concept Plan” means the Concept Plan attached as **Exhibit C**, or as amended in the future.

“Private Improvements” means the residential units, connecting trails, Equestrian Center, amenity centers, Private Infrastructure, and commercial development in Chisholm Summit.

“Private Infrastructure” means any improvements required to be maintained on private property by the HOA including, but not limited to, open spaces, Chisholm Summit amenity centers, screening walls, or parks not dedicated to the public.

“Project” means the development of Chisholm Summit under the terms set forth in this Agreement.

A. “Property” means the 823 acres comprising Chisholm Summit, depicted on **Exhibit**

“Public Improvements” means the Roadway Improvements, Sewer Improvements, and Parkland Improvements.

“Reimbursement” means the funds paid to Developer for Construction Costs for the Roadway Improvements by the BEDC and Sewer Improvements by the City.

“Roadway Improvements” means Lakewood Blvd., FM 1902 to a transition point approximately 1,500 feet south of CR 1020, and sidewalks, median and landscape improvements as depicted on **Exhibit E**, to be funded by the BEDC.

“Sewer Improvements” means the sewer lines and lift stations set forth on **Exhibit F** to be funded by the BEDC.

“Subdivision Regulations” means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the date a preliminary plat application is filed with the City, including any dormancy regulations effective on the date a preliminary plat application is filed with the City. Should a preliminary plat “expire” in accordance with the applicable dormancy regulations, a new application must be filed and the Subdivision Regulations for purposes of the new application shall be the Subdivision and Development Ordinance and Design Standards manual, or other regulations adopted in their place, as of the date the new application is filed with the City, including any dormancy regulations effective as of the date the new application is filed with the City.

“Substantially Complete” with regard to the Public Improvements means the date upon which the City issues a Letter of Substantial Acceptance to the Developer for any element or portion of the Public Improvements which will allow issuance of building permits; and with regard to the Private Improvements, the date upon which the City issues a Certificate of Occupancy for a Private Improvement.

“Zoning Ordinance” means Ordinance No. B-582 on the Effective Date of the Ordinance as it may be amended.

#### **ARTICLE 4.** **TERM**

The Term of this Agreement shall commence on the Effective Date and terminate twenty-five (25) years thereafter, unless terminated sooner as provided in Article 12.

#### **ARTICLE 5.** **DEVELOPMENT OF THE PROPERTY**



5.1 **Private Improvements.**

(a) Construction of the Private Improvements shall be in full conformance with the Governing Regulations as defined in Section 5.2 below and will be completed in Development Sections A through H by the Developer as depicted on **Exhibit G.** Construction of Development Section A Private Improvement shall commence no later than January 1, 2022 and be Substantially Complete no later than December 31, 2022. Substantial Completion of all Development Sections of Chisholm Summit shall be no later than the term of the agreement.

5.2 **Development.** Development of the Property shall be governed by the following regulations (collectively, the “Governing Regulations”):

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development sections for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

5.3 **Preliminary Concept Plan.**

(a) The Preliminary Concept Plan is attached to this Agreement as **Exhibit B.**

(b) Developer may revise the Preliminary Concept Plan, from time to time, subject to the following conditions:

- (i) the revised Preliminary Concept Plan is approved in writing by Developer; and
- (ii) the revised Preliminary Concept Plan is approved by the City Council; and

(iii) the revised Preliminary Concept Plan is in compliance with subsection (c) of this Section 5.3 of this Agreement.

(c) The Preliminary Concept Plan must at all times:

(i) Include no less than 90 acres of parkland;

(ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and

(iii) Maintain the roadway alignments.

(d) If the Preliminary Concept Plan is revised as provided by this section, the revisions shall be considered an amendment to this Agreement. Developer must revise the Preliminary Concept Plan and submit same to the City for approval. Upon approval of the amendment, the City shall cause the revised Preliminary Concept Plan to be attached to the official version of this Agreement on file in the City Secretary's office and shall file the revised Preliminary Concept Plan in the Johnson County Real Property Records.

5.4 **Development Standards Revisions.** The Development Standards may be revised by two methods:

(i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:

(1) is not contrary to the public interest;

(2) does not cause injury to adjacent property;

(3) does not materially adversely affect the quality of development; and

(4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or

(ii) Developer and the City may amend this Agreement to revise the Development Standards.

5.5 **State and Federal Requirements.** Development of the Property shall be subject to ordinances that the City is required to adopt, from time to time, by state or federal law.

5.6 **Homeowner's Association Required.**



(a) Developer shall create a single Homeowner's Association for the Property that requires membership by all of the owners of a lot within the Property, and is adequately funded to carry out its responsibilities.

(b) The Homeowner's Association shall own and be responsible for the maintenance of the Private Infrastructure.

(c) The Homeowner's Association shall have covenants and bylaws, which must be submitted to the City for its records. The Homeowner's Association shall require the payment of dues and assessments to maintain the Private Infrastructure. The Homeowner's Association covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the Homeowner's Association must be recorded with the County Clerk for Johnson County, Texas.

## **ARTICLE 6.** **FULL PURPOSE ANNEXATION**

The Parties agree that the Property shall have been annexed into the City prior to the construction of the Private Improvements for each phase. This Agreement constitutes a request by the Developer and the Current Owners, as owners of the Property, for annexation into the City of Burleson and serves as the written agreement for municipal services required by Section 43.0672 of the Texas Local Government Code. The request for annexation may not be revoked so long as the City remains compliant with the terms of this Agreement, and the right of the City to annex shall not be abrogated by amendment to any law affecting or establishing the right of a city to annex. The Parties agree that the Property shall be annexed in Development Sections A through H as depicted on **Exhibit G** concurrent with or prior to zoning each phase, with Development Section A annexed no later than December 31, 2022 or the commencement of the Lakewood portion of the Roadway Improvements, whichever is sooner. The Development Sections shall be annexed no later than the dates listed for each section in the Annexation Schedule in **Exhibit G**.

## **ARTICLE 7.** **ROADWAY IMPROVEMENTS**

7.1 **In General.** The City, the BEDC, and the Developer will work together to construct and fund the Roadway Improvements. The Developer will design and construct the Roadway Improvements subject to oversight and plan approval by the City. Subject to Article 13, the BEDC shall issue debt to fund the construction. The Developer will dedicate all right-of-way for the Roadway Improvements within its authority to do so and based on the final alignment and construct them according to the Governing Regulations.

7.2 **Design of Roadway Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Roadway Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Roadway Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.

(b) **Council Approval.** The City Council must approve the final design, construction schedule, and construction costs for the Roadway Improvements.

(c) **Reimbursement for Design Costs.** The BEDC shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 7.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Roadway Improvements in accordance with Section 7.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Roadway Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Roadway Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design on Roadway Improvements (which shall include the conceptual design referenced in Section 7.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design on Roadway Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design on Roadway Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Design on Roadway Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

### 7.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City.

(b) **City Dedication.** The City will donate right-of-way for roadway located in the Hooper tract, and acquire right-of-way for areas outside of the Property.

(c) **Roadway Improvements Conveyance.** All Roadway Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

7.4 **Fees.** Roadway impact fees shall be assessed according to the Burleson Roadway Impact Fee Ordinance. All other fees associated with the construction of the Roadway Improvements shall be waived.

7.5 **Community Facility Contract (CFC).** The Developer shall enter into a community facility contract with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance.

### 7.6 **Roadway Improvement Construction Schedule.**



The construction of the Roadway Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Roadway Improvements, such phases being as follows: (i) Phase One – FM 1902 to Existing CR 1016, (ii) Phase Two – Two-Lane Section CR 1016 to CR 1020, and (iii) Phase Three – Two-Lane Section CR 1016 to CR 1020, and (iv) Phase Four - Median Improvements and Sidewalks.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Roadway Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Roadway Improvements, other than landscaping, by December 31, 2023. Developer shall complete the landscaping portion of the Roadway Improvements by March 31, 2024.

#### **7.7 Reimbursement for Construction Costs of Roadway Improvements.**

(a) **Opinion of Cost.** The final design for the Roadway Improvements shall include an opinion of probable Construction Costs for the Roadway Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Roadway Improvements. If the City Council has not approved any cost before it is incurred, obligated or spent, the BEDC is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Roadway.** The BEDC shall reimburse the Developer for approved Construction Costs based on the Developer's bi-monthly request, with payment to be made by the City in the amount of the cost of the request within twenty (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Roadway Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the roadway as specified in Section 7.6(a) of this Agreement.

**ARTICLE 8.**  
**SEWER IMPROVEMENTS**

8.1 **In General.** The City and the Developer will work together to construct and fund the Sewer Improvements. The Developer will be solely responsible for onsite and offsite waterline extensions and improvements. The Developer will design and construct the Sewer Improvements to include a lift station(s) and force main(s), subject to oversight and plan approval by the City, provided that the City will design a portion of sewer from Panchasarp Farms to CR 914A as set forth in **Exhibit F.** The Developer will dedicate all right-of-way for the Sewer Improvements and construct them according to the Governing Regulations.

8.2 **Design of Sewer Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Sewer Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Sewer Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C.**

(b) **Council Approval.** The City Council must approve the final design and construction costs for the Sewer Improvements.

(c) **Reimbursement for Design Costs.** The City shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 8.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Sewer Improvements in accordance with Section 8.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Sewer Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Sewer Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design of Sewer Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design of Sewer Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Sewer Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

(g) **Design of Phase One.** City has a detailed design of the Sewer Improvements for Phase One (Panchasarp Farms to County Road 914A) of the Sewer Improvements, as depicted on **Exhibit F**. Such detailed designs were designed by a professional engineer retained by the City. City shall allow Developer, and Developer shall use, the detailed design of the Sewer Improvements for Phase One to design the remainder of the Sewer Improvements.



8.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City. The City will acquire offsite easements.

(b) **Sewer Improvements Conveyance.** All Sewer Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

8.4 **Fees.** Sewer impact fees shall be assessed upon the Developer according to the Burleson Sewer Impact Fee Ordinance, and the Developer shall pay the pass through Fort Worth impact fees pursuant to the Agreement for Wastewater Service between the City of Fort Worth, Texas, and the City of Burleson, Texas, dated May 8, 2018, or as may be amended. All other fees associated with the construction of the Sewer Improvements shall be waived.

8.5 **Community Facility Contract (CFC).** The Developer shall enter into a CFC with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance for each phase of the sewer construction.

8.6 **Sewer Improvement Construction Schedule.** The construction of the Sewer Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Sewer Improvements, such phases being as follows:

- (i) Phase One – Panchasarp Farms to County Road 914A,
- (ii) Phase Two – County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and
- (iii) Phase Three – County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Sewer Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Sewer Improvements by December 31, 2023.

8.7 **Reimbursement for Construction Costs of Sewer Improvement.**

(a) **Opinion of Cost.** The final design for the Sewer Improvements shall include an opinion of probable Construction Costs for the Sewer Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Sewer Improvements if the City Council has not approved any cost before it is incurred, obligated or spent, the City is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Sewer Improvements.** The City shall reimburse the Developer for approved costs based on the Developer's bi-monthly request, with payment to be made in the amount of the cost of the request within twenty business (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Sewer Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the sewer as specified in Section 8.6(a) of this Agreement.

(d) **Competitive Bidding.** All contracts for construction of the Sewer Improvements shall be competitively bid according to state law.

8.8 **Future Lift Station.** The future lift station, depicted on **Exhibit F**, will not be constructed concurrently with the other Sewer Improvements, and will serve the entire basin, including only a portion of Chisholm Summit. Provided the future lift station is constructed prior to December 31, 2025 and provided funds are available, the City agrees to participate in the cost of the future lift station by contributing up to fifty percent (50%) of the total cost, based on a calculation of how much of the lift station's capacity is needed to serve Chisholm Summit. The City will pay for the pro rata cost allocated to areas outside of Chisholm Summit capped at fifty percent (50%) of the total cost of the future lift station. By way of example, if the cost of the future lift station is one million dollars and 40% of the capacity is attributable to Chisholm Summit, the City would pay \$500,000. If 70% of the capacity is attributable to Chisholm Summit, the City will pay \$300,000.

## **ARTICLE 9.** **PARKLAND IMPROVEMENTS**

9.1 **Dedication.** The Developer proposes to dedicate 102 acres of parkland according to the Preliminary Park and Trails Plan attached as **Exhibit D** to this Agreement. In no instance shall the parkland dedication be less than 90 acres. All parkland dedication shall be made at the time of final platting of each phase and shall be conveyed to the City free and clear of all liens, encumbrances, assessments, and restrictions other than as provided in this Agreement. All public parkland needs to be so indicated on the plat. Any areas that will be private common space need to be delineated clearly on the plat.

9.2 **Park and Trail Plan.** The Preliminary Park and Trails Plan is a conceptual rendering of locations of a community park, and equestrian center, trails, and thirteen (13) neighborhood parks. These locations are conceptual, but in no case shall fewer park locations, area dedicated, or miles of trails be provided. A detailed Final Parks and Trails Plan shall be included with each Approved Plat for each phase, subject to approval by the City Council. The Final Parks and Trails Plan shall be in full conformance with the Development Standards attached as **Exhibit C** and shall be subject to approval by the City Council. Although the Final Parks and Trails Plan is submitted in conjunction with the plat, approval by the City Council is not ministerial, and when approved shall be considered an amendment to this Agreement.

9.3 **Construction of Parkland Improvements.** The Developer shall construct the Parkland Improvements in full compliance with the Final Parks and Trails Plan. The Developer shall complete construction of the Parkland Improvements by final acceptance of the Roadway Improvements, and Sewer Improvements of each phase. Parkland Infrastructure fees shall be waived for parks constructed by the Developer.

9.3 **Maintenance of Parks and Trails.** The Public Improvement District created pursuant to Section 10 below will fund park maintenance.

#### **ARTICLE 10.** **PUBLIC IMPROVEMENT DISTRICT**

10.1 **Creation.** Within 180 days after the Effective Date, the City and the Developer shall cooperate to establish a Public Improvement District (PID) pursuant to Chapter 272 of the Texas Local Government Code.

10.2 **Purpose.** The primary purpose of the PID will be to reimburse Developer for capital expenditures to construct parks and trails and to provide maintenance for Chisholm Summit parks and trails dedicated to the public.

#### **ARTICLE 11.** **DEDICATION FOR PUBLIC SAFETY**

Developer agrees to dedicate at least three (3) acres on the Property to the City for a public safety facility to be constructed by the City, and for other municipal purposes. The Parties will mutually agree on the location of the dedicated land which shall be conveyed no later than thirty-six (36) months after the Effective Date of this Agreement.

#### **ARTICLE 12.** **DEFAULT AND REMEDIES**

12.1 In the event: (i) the Developer or the Current Owners fail to comply with the terms of this Agreement; (ii) the Developer or the Current Owners have delinquent ad valorem or sales taxes owed to the City (provided that the Developer or the Current Owners retain the right to timely and properly protest and/or contest any such taxes); (iii) upon the



occurrence of any Event of Bankruptcy or Insolvency by the Developer or the Current Owners prior to substantially completion of the Public Improvements; or (iv) the Developer the Current Owners materially breach any of the material terms and conditions of this Agreement, then the Developer the Current Owners, 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, City shall give the Developer or the Current Owners (and its assignees) written notice of such breach and/or default, and if the Developer or the Current Owners have not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to the Developer the Current Owners, and the City shall have no further obligation to the Developer the Current Owners.

12.2 If a default shall occur and continue, after thirty (30) days written notice to cure the default, the Party not in default shall have the right to exercise any and all rights available to such Party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting Party may be entitled.

12.3 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 the City Council of Burleson.

### **ARTICLE 13.** **DEBT ISSUANCE**

The BEDC commits to issue debt to fund the Roadway Improvements and the City may deem it appropriate to fund the Sewer Improvements with debt issuance. Their obligation to fund the Reimbursement is contingent upon required state approval of the issuance. In the event debt is not approved, the Developer or the City may terminate this Agreement.

### **ARTICLE 14.** **REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the

application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

**ARTICLE 15.**  
**AUTHORITY; COMPLIANCE WITH LAW**

15.01 Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and 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 Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

15.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

15.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Article.

15.04 Developer shall remain current on all ad valorem taxes owed by him to the City and other taxing jurisdictions subject to his right to protest under the Tax Code.

**ARTICLE 16.**  
**RIGHT OF OFFSET**

Developer agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Developer may respond or act, City may offset the amount of any compensation due to Developer for any calendar year under this Agreement against unpaid Impositions any amount which is: (i) lawfully due to City from



Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction by Developer.

**ARTICLE 17.**  
**VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, 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.

**ARTICLE 18.**  
**FORCE MAJEURE**

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer'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 19.**  
**GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

**16.01 No Benefit.** Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

**16.02 Right of Reimbursement.** Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 20.**  
**ASSIGNMENT**



Developer may not assign any part of this Agreement without consent or approval by the City Council, except to End Users, which are defined as purchasers of the individual platted lots.

**ARTICLE 21.**  
**INDEMNIFICATION**

**DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF Developer OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

**ARTICLE 22.**  
**NO JOINT VENTURE**

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 City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Developer's construction of Chisholm Summit.

**ARTICLE 23.**  
**RECORDATION AND APPLICABILITY TO PROPERTY**

Pursuant to the requirements of Section 212.172(c) of the Local Government Code, the Current Owners shall record this Agreement, and all amendments to this Agreement, in the real property records of Johnson County, Texas, and shall provide a file-marked copy of the recorded Agreement to the City within ten (10) days after its execution. This Agreement shall be binding upon the City, the BEDC, the Current Owners, any lender that has become an assignee, and any other assignee, and their respective successors and assigns. The Parties agree that this Agreement benefits and burdens the Property and touches and concerns the Property. The rights and obligations under this Agreement are intended to be covenants running with the Property. Notwithstanding the foregoing, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any End User except for land use and development regulations including building material requirements that apply to the lot in question.

**ARTICLE 24.**  
**CHANGES IN STATE OR FEDERAL LAWS**

If any state or federal law changes so as to make it impossible for a Party to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

**ARTICLE 25.**  
**ADDITIONAL DOCUMENTS AND ACTS**

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement. The City Council authorizes the City Manager or his designee to execute these documents.

**ARTICLE 26.**  
**INTERPRETATION**

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule 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 any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

**ARTICLE 27.**  
**AUTHORITY TO EXECUTE**

The City and the BEDC warrant that this Agreement has been approved by the City Council and the BEDC in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Current Owners warrant that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement or other applicable organizational documents of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee or lender who becomes a Party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee or lender and that the individual executing this Agreement on behalf of such assignee or lender has been authorized to do so.



**ARTICLE 28.**  
**TAKINGS IMPACT ASSESSMENT**

Current Owners expressly and unconditionally waives and releases the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, as it may apply to this Agreement or the Project.

**ARTICLE 29.**  
**DETERMINATION OF ROUGH PROPORTIONALITY**

As additional consideration for the Reimbursement received by Developer under this Agreement, Developer hereby agrees to donate the land necessary to construct the Public Improvements to the City and Developer further agrees that such land is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Private Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

**ARTICLE 30.**  
**PRIOR DEVELOPMENT AGREEMENTS**

The following listed development agreements entered into under Chapter 43 and Section 212.172 of the Texas Local Government Code are hereby terminated and of no further effect and the Parties agree that the Property may be annexed in its entirety:

- (a) Development Agreement between the City of Burleson, Alta Burle, LP, and Burleson Development, Inc. dated August 6, 2018, approved by the City Council of the City of Burleson by Resolution No. CSO#869-08-2018;
- (b) Development Agreement between the City of Burleson and the Jackson Family Trust dated October 29, 2014, recorded under Instrument Number 2014-24200, Johnson County Real Property Records, Johnson County, Texas;
- (c) Development Agreement between the City of Burleson and Burleson Development, Inc. dated May 31, 2016, recorded under Instrument Number 2016-18200, Johnson County Real Property Records, Johnson County, Texas;
- (d) Development Agreement between the City of Burleson and Rocky Bransom et ux Angela, dated October 29, 2014, recorded under Instrument Number 2014-24241, Johnson County Real Property Records, Johnson County, Texas; and

(e) Development Agreement between the City of Burleson and Jerry Donahew, dated October 29, 2014, recorded under Instrument Number 2014-24176, Johnson County Real Property Records, Johnson County, Texas.

Further, the Parties agree if any portion of the Property is subject to a development agreement with the City not listed above, such development agreement is hereby terminated and of no further effect, but only to the extent such development agreement includes real property included in the Property. In the event a development agreement also includes real property that is not included in the Property, the development agreement shall continue in full force and effect over the real property not included in the Property, but shall be terminated as to the real property included in the Property.

### **ARTICLE 31. MISCELLANEOUS MATTERS**

**31.01 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.

**31.02 Agreement Subject to Law.** This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.

**31.04 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.

**31.05 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.

**31.06 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.

**31.07 No Waiver.** Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

**31.08 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 business day after depositing, with such an overnight courier service or (c) two 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.

**Developer:** R.A. Development, Ltd.  
236 E. Ellison St.  
Burleson, TX 76028

**City:** City Manager  
City of Burleson, Texas  
141 West Renfro  
Burleson, Texas 76028

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

**BEDC:** Burleson EDC President  
141 West Renfro  
Burleson, Texas 76028

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

**CURRENT OWNERS:**

Burleson Development, Inc.  
236 E. Ellison St.  
Burleson, TX 76028

B & G South Metro, LP  
236 E. Ellison St.  
Burleson, TX 76028

Rocky Bransom  
236 E. Ellison St.  
Burleson, TX 76028

Rocky Bransom et ux Angela

236 E. Ellison St.  
Burleson, TX 76028

Rocky and Angela Bransom  
236 E. Ellison St.  
Burleson, TX 76028

Alta Burl, LP  
3000 Altamesa Blvd, Ste. 300  
Fort Worth, TX 76133

Janice Yvonne Jackson  
1517 CR 914  
Burleson, TX 76028

The Jackson Family Trust  
1517 CR 914  
Burleson, TX 76028

**31.09 Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

**31.10 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.

[Signature pages to follow]



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

**CITY OF BURLESON**

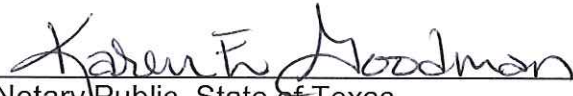
By:   
Bryan Langley, City Manager

Date: 6/9/21

STATE OF TEXAS  
COUNTY OF JOHNSON


This instrument was acknowledged before me on June 9, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

  
Notary Public, State of Texas



**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By: 

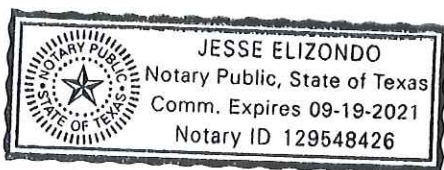
Name: Dan McClendon  
Title: Board President


Date: June 9, 2021

STATE OF TEXAS  
COUNTY OF Johnson/Tarrant

This instrument was acknowledged before me on 6/9, 2021 by Dan McClendon, known personally by me to be the Board President of THE Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]



 JESSE ELIZONDO  
Notary Public, State of Texas

**R.A. Development, Ltd.**  
**a Texas limited partnership**

By: Bransom Management, LLC  
Its general partner


By:   
Rocky Bransom, its Member

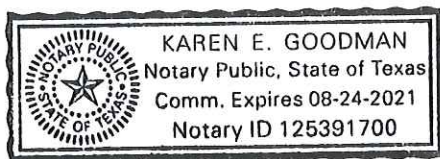
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of Bransom Management, LLC the general partner of R.A. Development, Ltd, on behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas



**BURLESON DEVELOPMENT, INC.**  
a Texas corporation

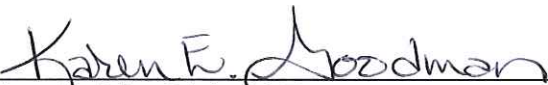
By:   
Rocky Bransom  
its President and Director

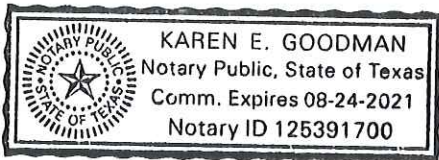
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be the president and director of Burleson Development, Inc., on behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas



**B & G South Metro, LP  
a Texas limited partnership**

By: B.G.S.M. Management Company, LLC  
Its general partner

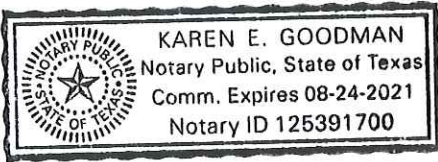
By:   
Rocky Bransom, its Member

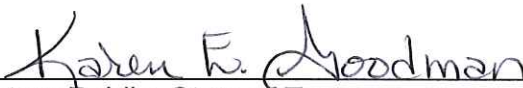
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of B.G.S.M. Management Company, LLC the general partner of B & G South Metro, LP, on behalf of said entity.

[Notary Seal]



  
Notary Public, State of Texas

**ROCKY BRANSOM**

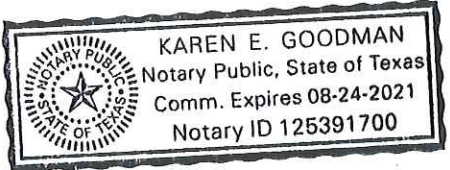
By:   
Rocky Bransom

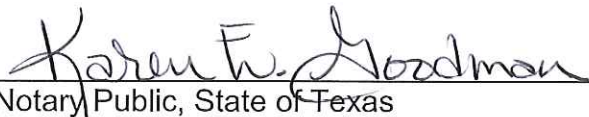
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas

**et ux ANGELA**

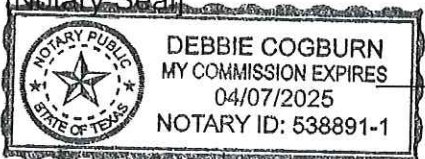
By:   
Angela Bransom

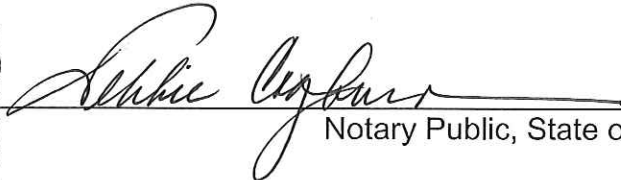
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas



**ROCKY and ANGELA BRANSOM**

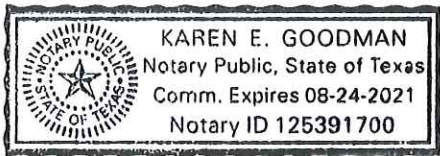
By:   
Rocky Bransom


Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas

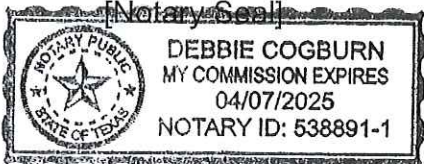
By:   
Angela Bransom


Date: 6-9-21

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas

**Alta Burl, LP**  
a Texas limited partnership

By: Eyesight Ventures, LLC  
Its general partner

By: David C. Shanks  
David C. Shanks, its Manager

Date: 6/10/2021

STATE OF ~~TEXAS~~ ALASKA  
COUNTY OF 3rd Judicial district

This instrument was acknowledged before me on June 10, 2021 by David C. Shanks, known personally by me to be the manager of Eyesight Ventures, LLC the general partner of Alta Burl, LP, on behalf of said entity.



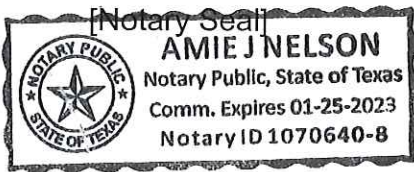
Sharon Long  
Notary Public, State of ~~Texas~~ ALASKA

JANICE YVONNE JACKSON

By: *Janice Yvonne Jackson*  
Janice Yvonne Jackson  
Date: 6-10-2021

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me.



*Amie J Nelson*  
Notary Public, State of Texas

JACKSON FAMILY TRUST

By: *Janice Yvonne Jackson* <sup>TTE</sup>  
Janice Yvonne Jackson, a Trustee  
Date: 6-10-2021

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me to be a trustee of the Jackson Family Trust.

[Notary Seal]

*Amie J Nelson*  
Notary Public, State of Texas

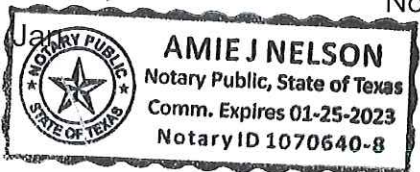


Exhibit A  
Chisholm Summit Real Estate Location Map



# EXHIBIT A CHISHOLM SUMMIT LOCATION MAP

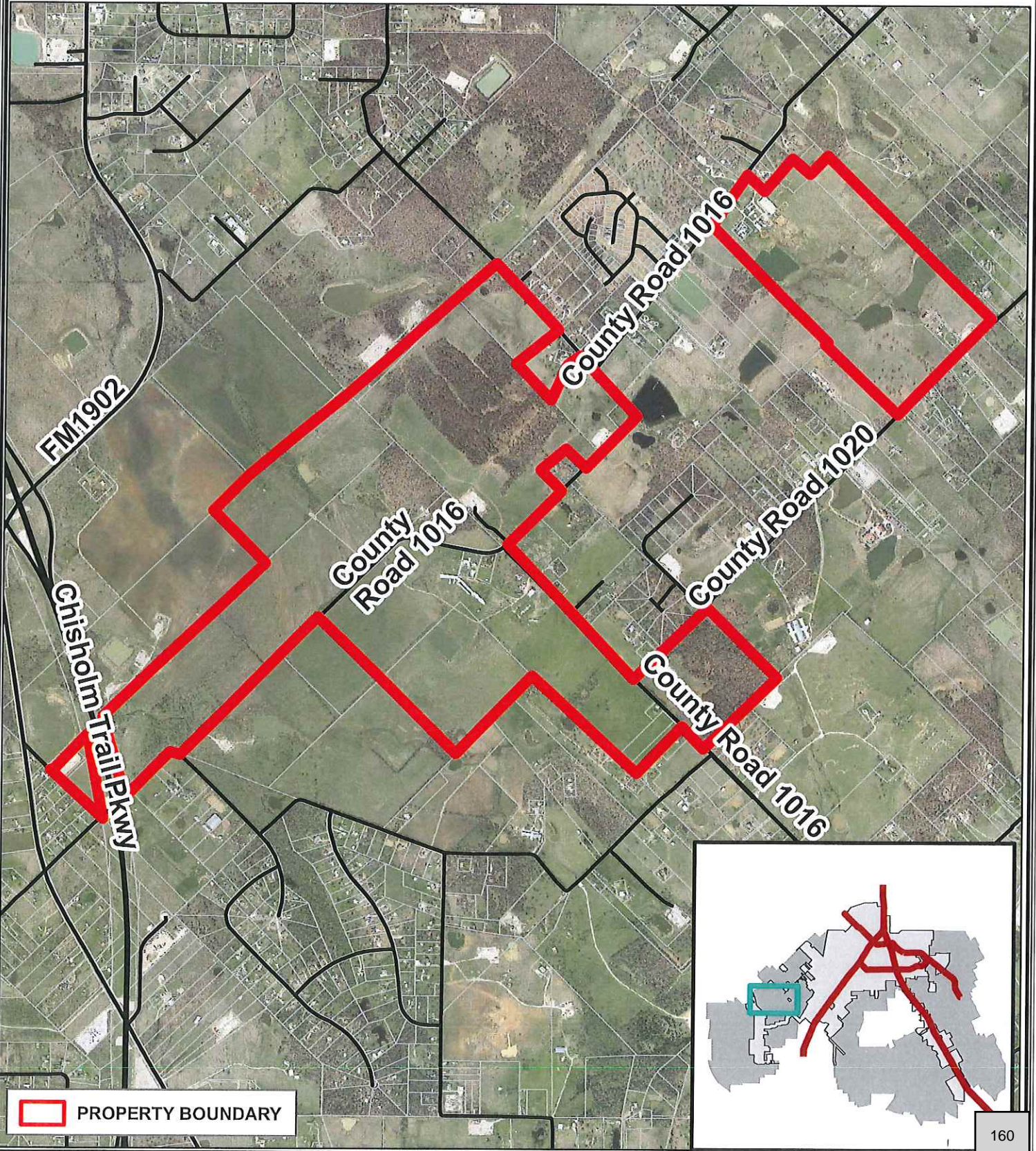


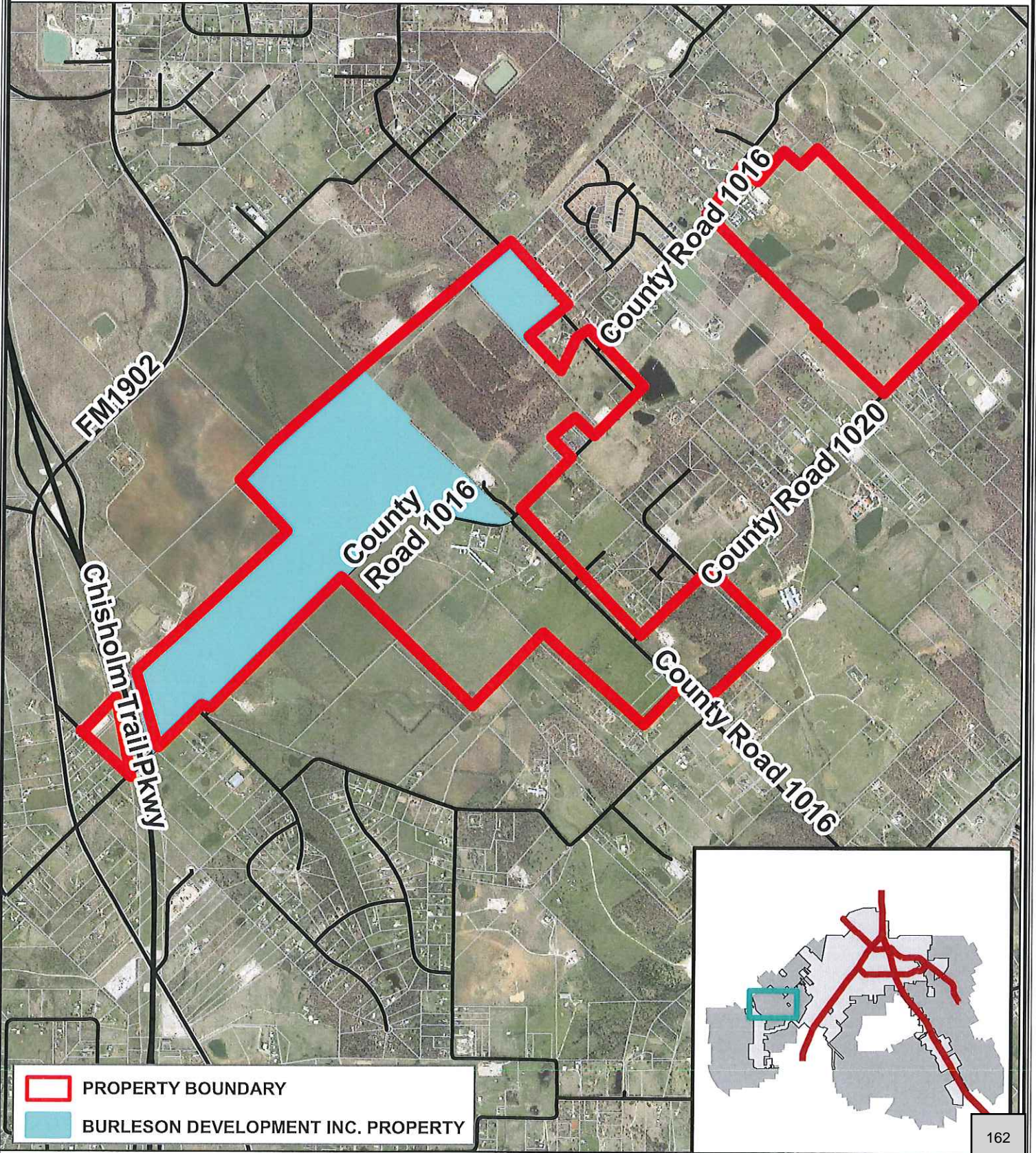


Exhibit A-1

Burleson Development Inc Parcel Location Map



# EXHIBIT A - 1 BURLESON DEVELOPMENT INC. PARCEL LOCATION MAP





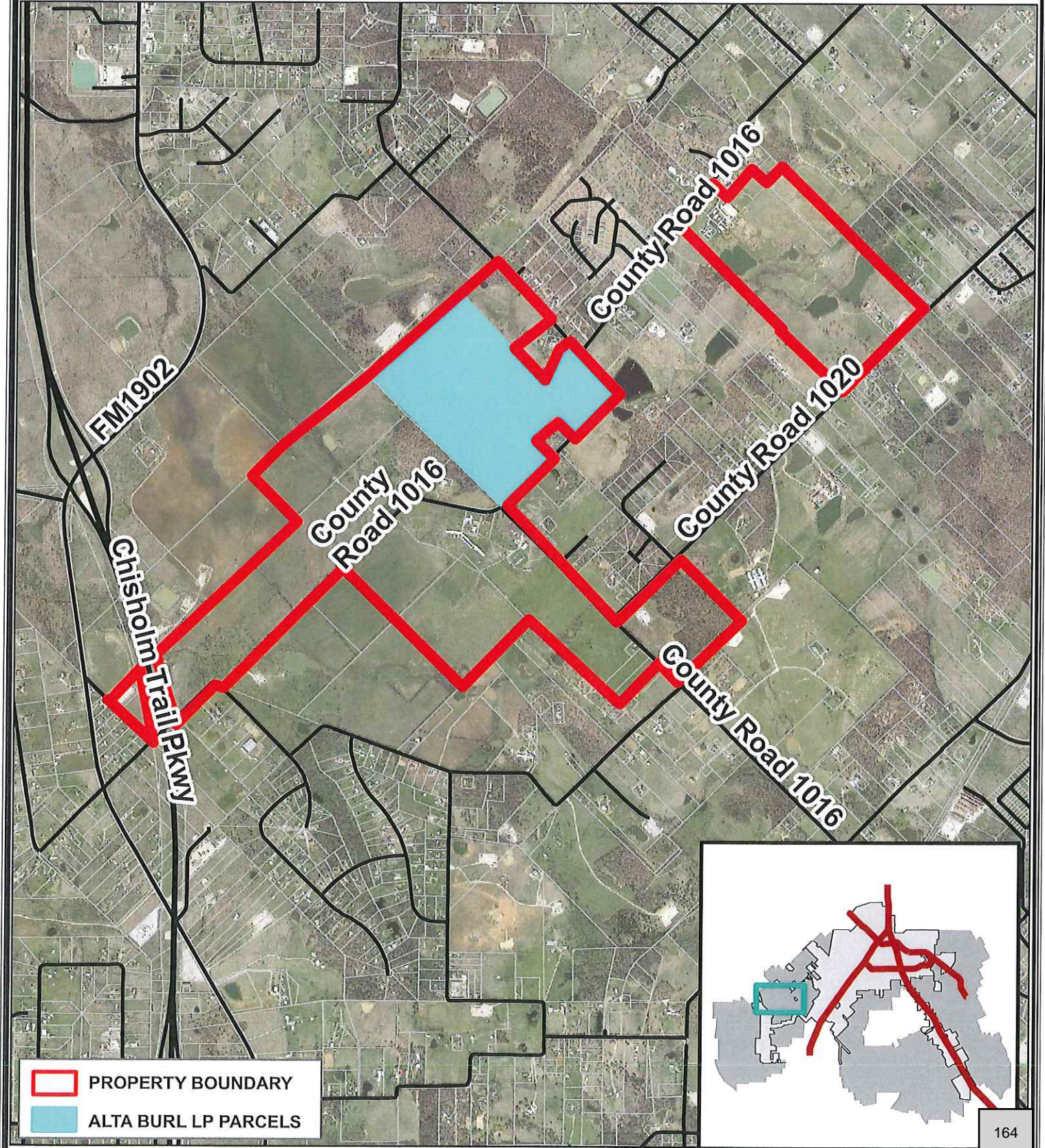
-  PROPERTY BOUNDARY
-  BURLESON DEVELOPMENT INC. PROPERTY



Exhibit A-2  
Alta Burl LP Parcel Location Map



# EXHIBIT A - 2 ALTA BURL LP PARCELS LOCATION MAP





-  PROPERTY BOUNDARY
-  ALTA BURL LP PARCELS

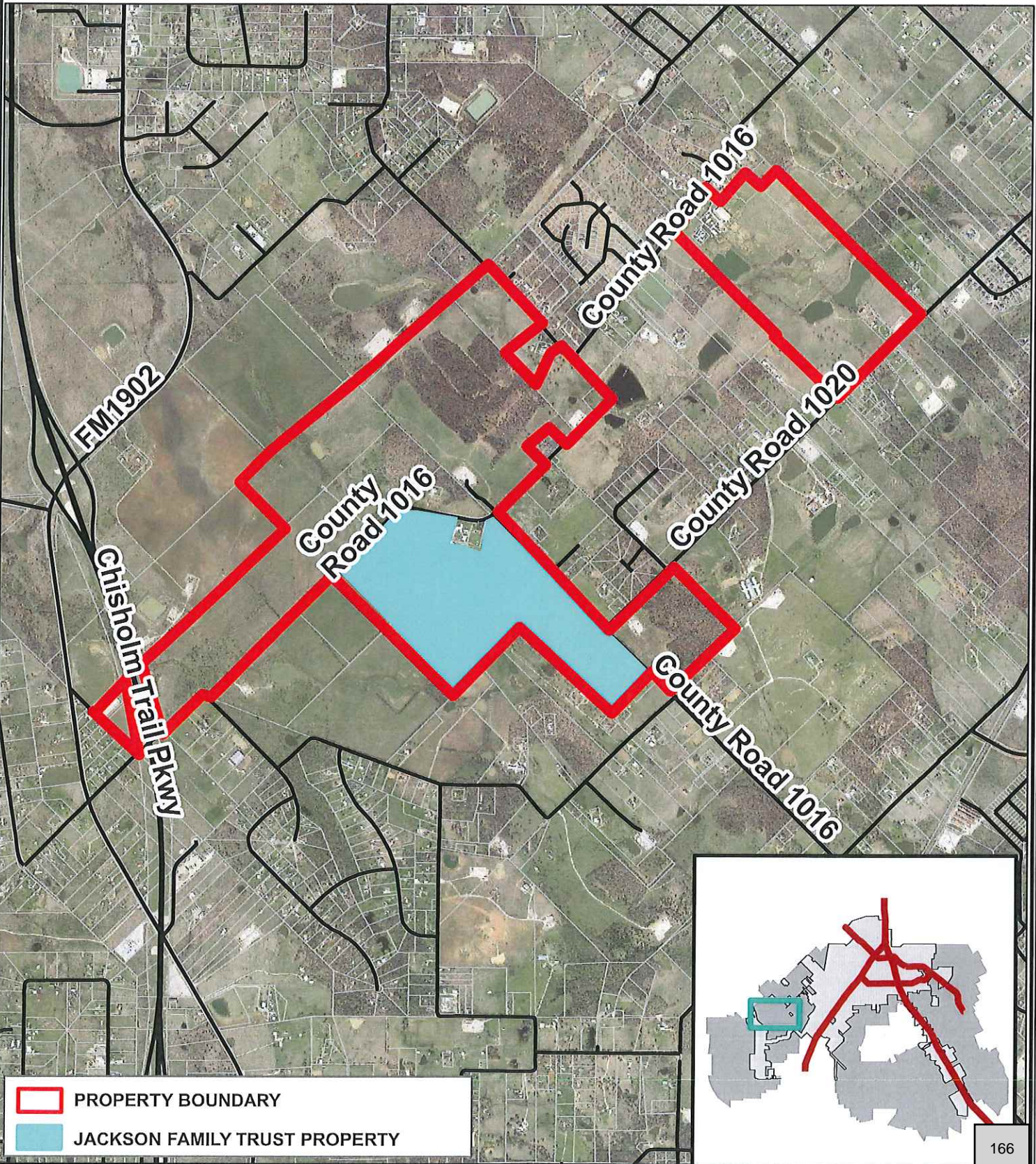


Exhibit A-3

Jackson Family Trust Parcel Location Map



# EXHIBIT A - 3 JACKSON FAMILY TRUST PARCELS LOCATION MAP





 PROPERTY BOUNDARY  
 JACKSON FAMILY TRUST PROPERTY



Exhibit A-4

Janice Yvonne Jackson Parcel Location Map



# EXHIBIT A - 4 JANICE YVONNE JACKSON PARCELS LOCATION MAP

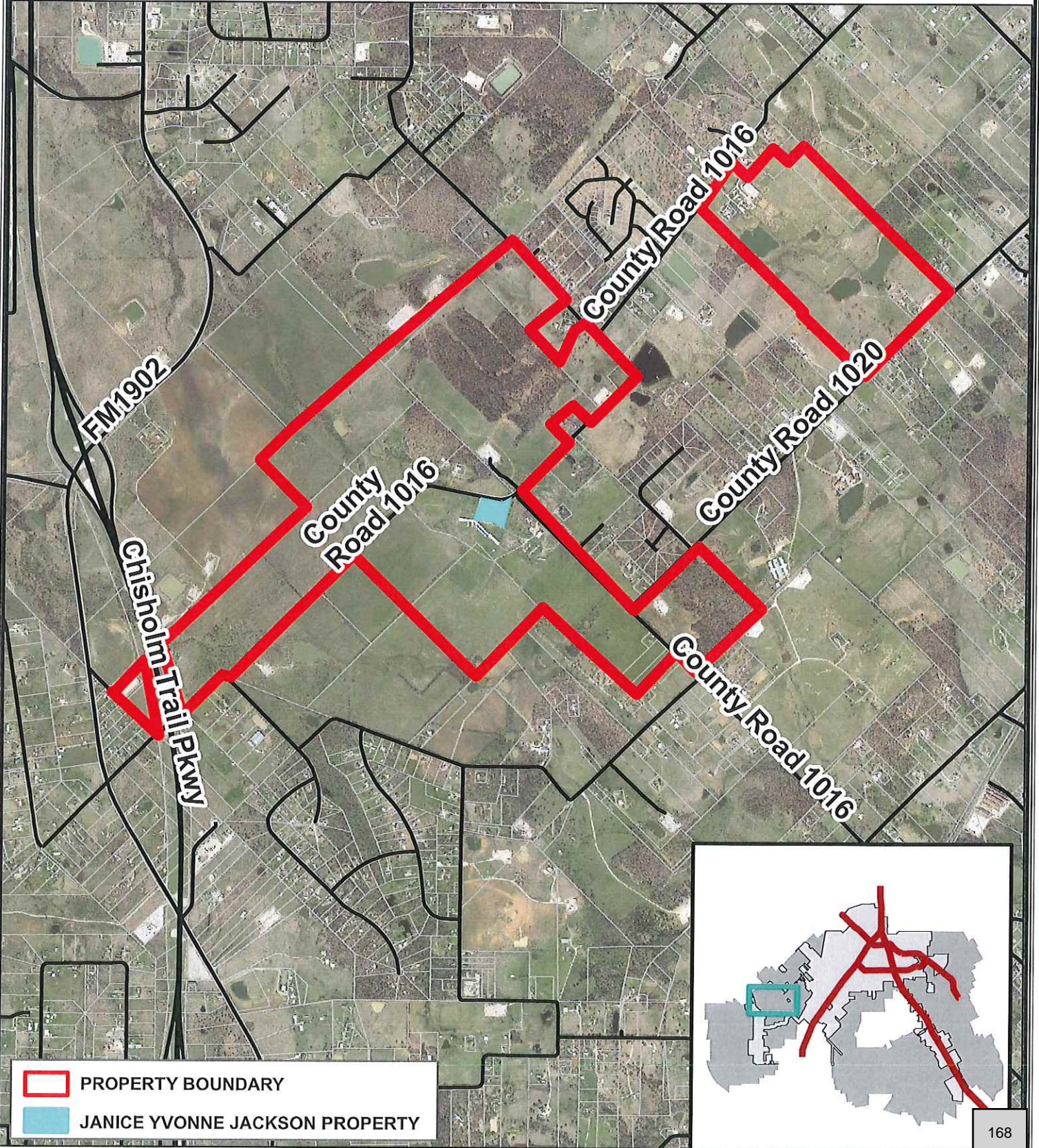




Exhibit A-5

B&G South Metro LP Parcel Location Map



# EXHIBIT A - 5 B&G SOUTH METRO LP LOCATION MAP

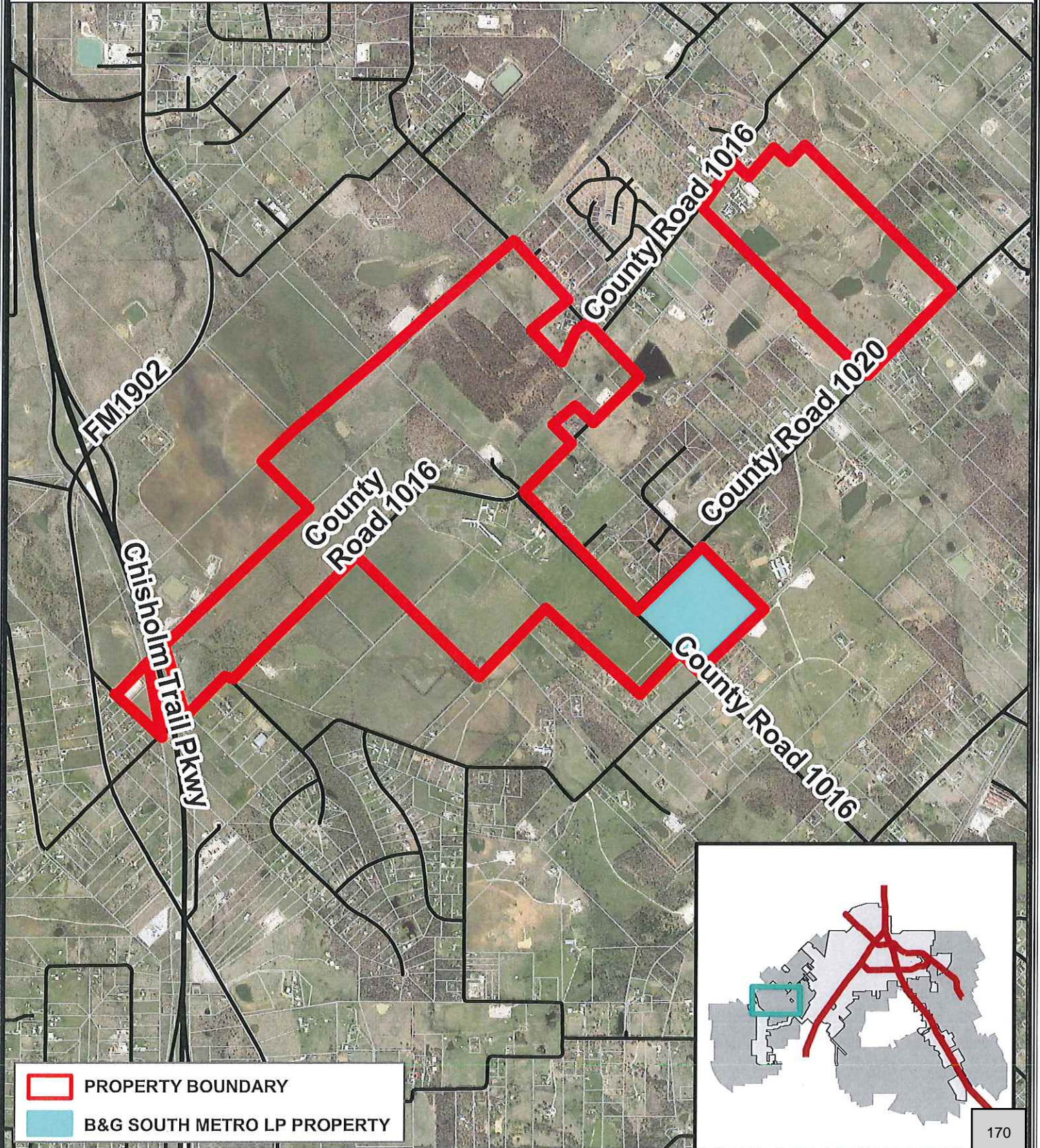




Exhibit A-6  
Rocky Bransom Parcel Location Map



# EXHIBIT A - 6 ROCKY BRANSOM PARCELS LOCATION MAP

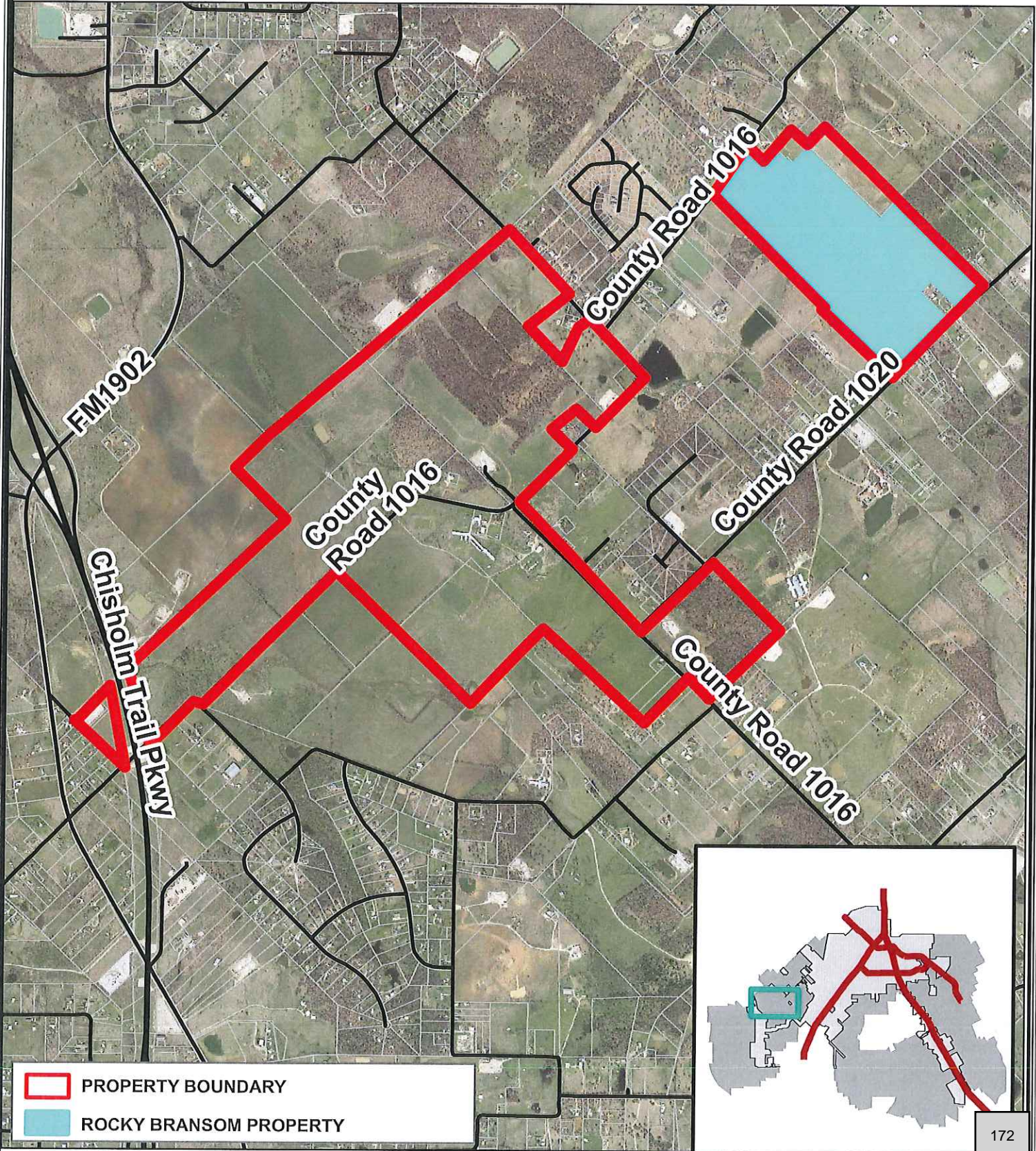




Exhibit A-7

Rocky & Angela Bransom Parcel Location Map



# EXHIBIT A - 7 ROCKY AND ANGELA BRANSOM PARCELS LOCATION MAP

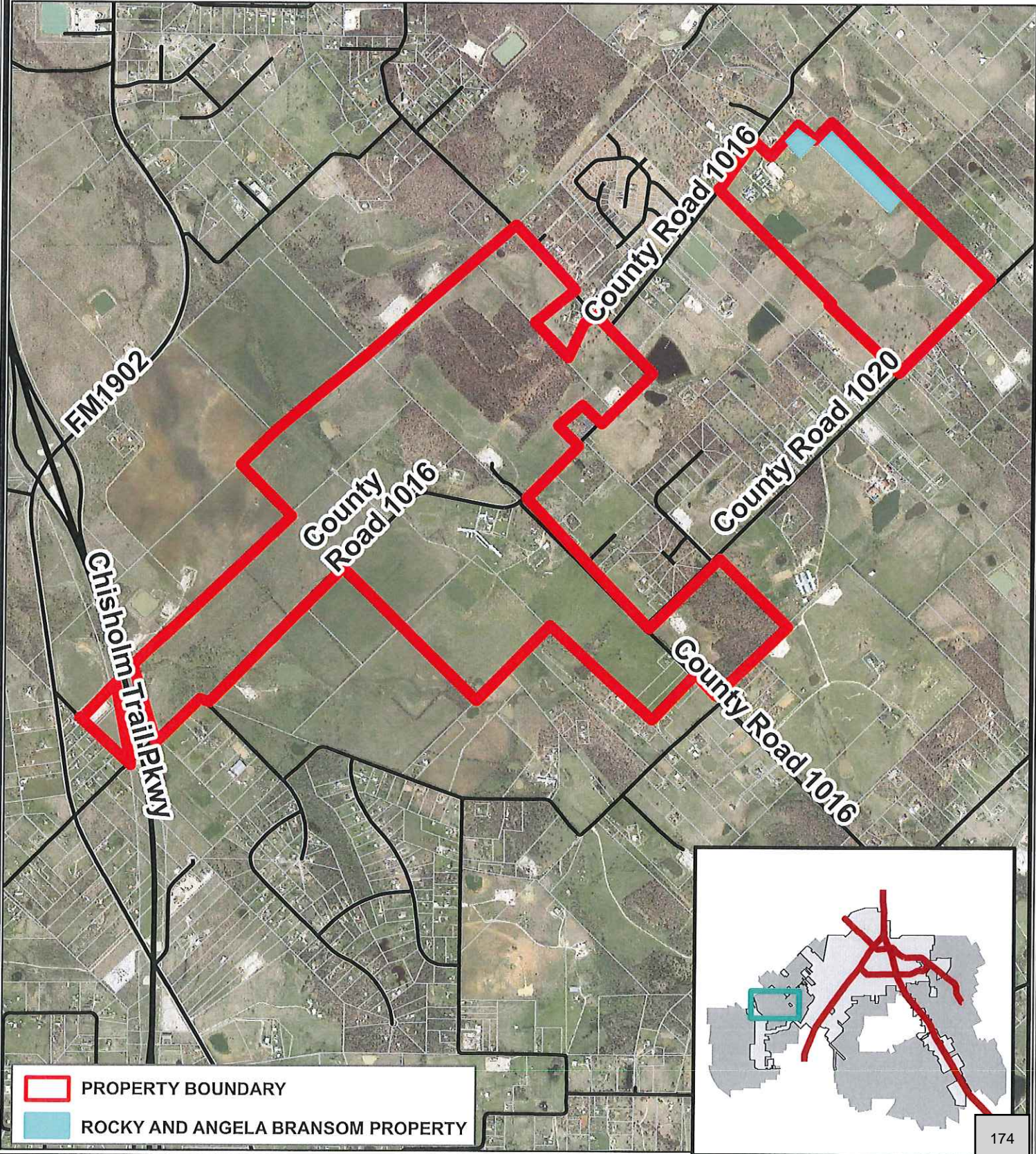




Exhibit A-8

RA Development Ltd Parcel Location Map



# EXHIBIT A - 8 RA DEVELOPMENT LTD. PARCELS LOCATION MAP

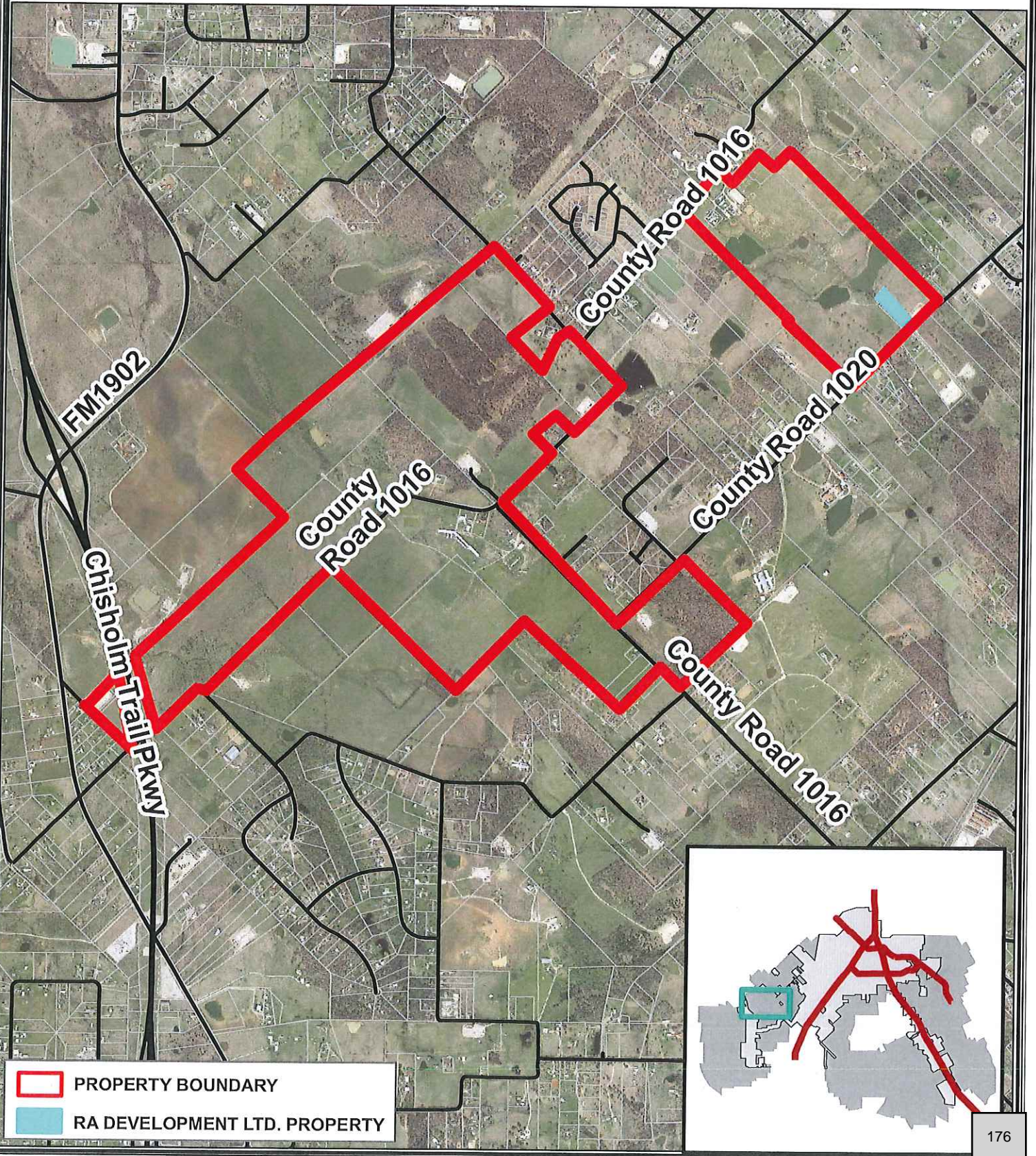
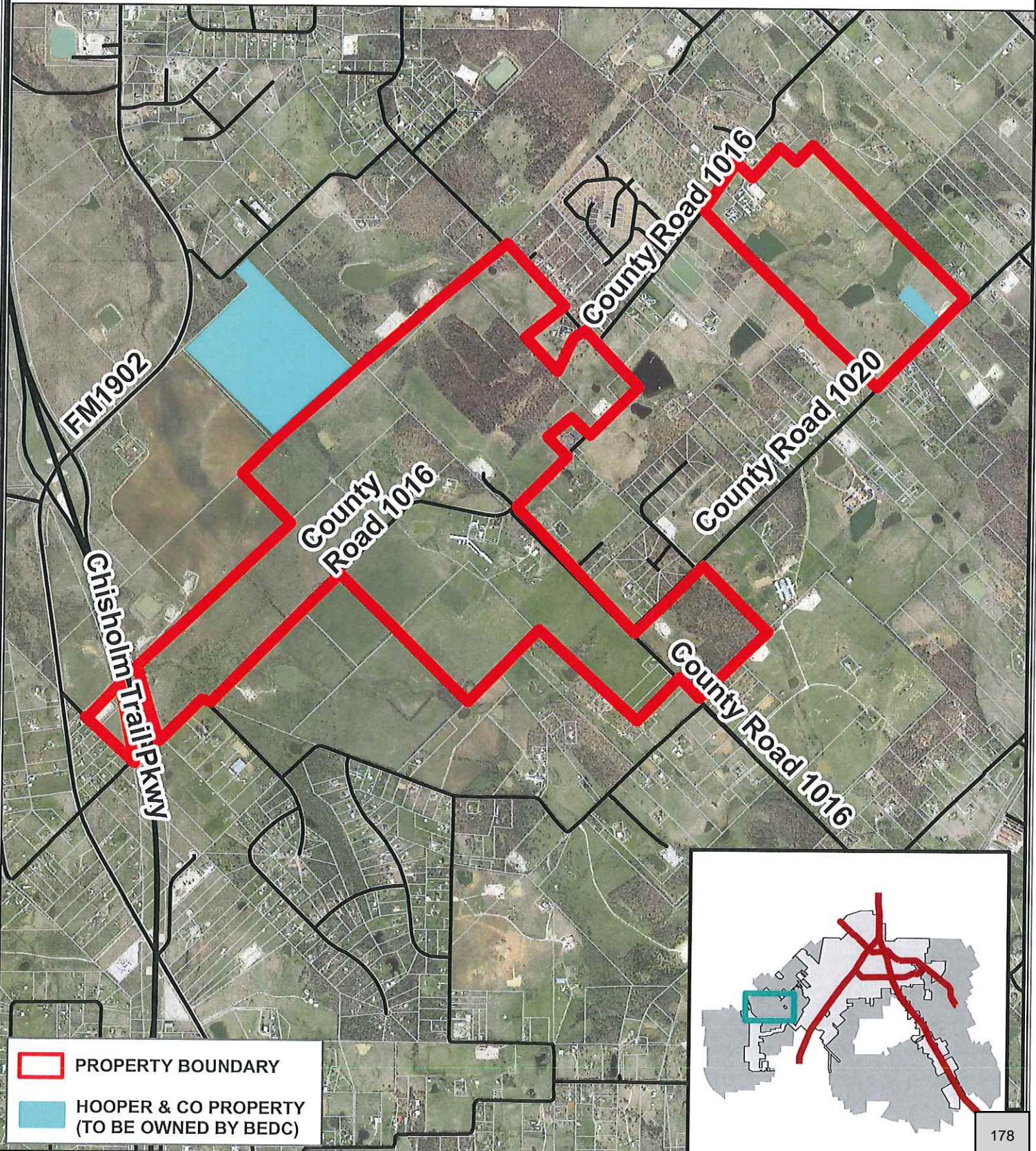




Exhibit A-9  
Hooper & Co Parcel Location Map



**EXHIBIT A - 9  
HOOPER & CO PARCELS  
(TO BE OWNED BY BEDC)  
LOCATION MAP**





 PROPERTY BOUNDARY  
 HOOPER & CO PROPERTY  
(TO BE OWNED BY BEDC)



Exhibit B  
Preliminary Concept Plan





Exhibit C  
Development Standards

**EXHIBIT C**  
**DEVELOPMENT STANDARDS**

**SECTION 1: GENERAL**

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

**SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

### **SECTION 3: PROCESS**

1. The development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
  - (i) Land uses
  - (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans
  - (iii) Designated Open Space
  - (iv) Park proximities
  - (v) Landscape Plan
  - (vi) Trail Plan
  - (vii) Park acreage – both for the current development plan and cumulative of prior development plans.
3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

**SECTION 4: THEME**

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
3. The general components of the theme can be described literally as:
  - (i) “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
  - (ii) “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
  - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

**SECTION 5: LOT STANDARDS**

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	



80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited	-	
Estate	100'	12000	2800	42	2.78%	0% Unlimited	-	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%		
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%		Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

**SECTION 6: ARCHITECTURAL STANDARDS**

1. Masonry standards. All structures must meet the City’s Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City’s zoning ordinances to establish uses and design standards.
  - (i) Traditional homes (60’, 70’ and 80’ lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
  - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
  - (i) Carriage style garage door
  - (ii) Garage door not facing the street
  - (iii) Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
  - (iv) Eyebrow or arched front windows
  - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
  - (vii) Front porch railings of either wood or wrought iron
  - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
  - (ix) Cupolas or turrets
  - (x) Dormers
  - (xi) Gable
  - (xii) Decorative attic or gables feature, minimum 2 square feet
  - (xiii) Two or more offsets in the front façade of at least 24" depth
  - (xiv) Metal roof accents
  - (xv) Recessed entry, an minimum of three (3') deep
  - (xvi) Variable roof pitch equal to or greater than 8:12
  - (xvii) Exterior shutters on at least 75% of the windows on the front façade
  - (xviii) Masonry arches
  - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
  5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
  6. The Planned Development Ordinance will establish anti-monotony standards.
  7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

**SECTION 7: OPEN SPACE/PARKS**

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
  - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
  - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
  - (iii) Parks shall generally be constructed in accordance with the following:
    - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.



- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

<b>Park Amenities</b>	<b>Community Park</b>	<b>Neighborhood Park</b>
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
<b>Site Furnishings</b>		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R



Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
<b>Optional Amenities</b>		
<b>Primary</b>		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
<b>Secondary</b>		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
  - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
  - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square foot house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

#### **SECTION 8: LANDSCAPING**

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

## **SECTION 9: ENHANCED WALLS AND FENCING**

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
  - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
  - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
  - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
  - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
  - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
  - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
  - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
  - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.
  - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

## **SECTION 10: BUFFERS**

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

## **SECTION 11: STREET LAYOUT**

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
  - (i) Lakewood Blvd.
    - Minimum 4 lanes
    - minimum 120 foot ROW
    - Trail component
    - landscaped parkways and/or medians
  - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
  - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
  - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
  - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
  - (iii) Cul de sacs
  - (iv) Short block lengths
  - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

## **SECTION 12: TRAILS**

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added



where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
  - (i) 6-foot trail comprised of two 3-foot tread areas
  - (ii) 4-foot trail comprised of two 2-foot tread areas
  - (iii) Material of native soil with no road base plus wood chip in low drainage areas
  - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
  - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
  - (i) Bocce Ball
  - (ii) Bag Toss
  - (iii) Horseshoes
  - (iv) Shuffleboard
  - (v) Chess/Checkers Tables
  - (vi) Fitness Stations
  - (vii) Art Installments
  - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

### **SECTION 13: LIGHTING**

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

#### **SECTION 14: SIGNS**

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

#### **SECTION 15: MULTI-FAMILY/SENIOR LIVING**

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family, Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

#### **SECTION 16: COMMERCIAL ELEMENTS**

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

#### **SECTION 17: COMMUNITY BUILDING(S)**

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
  - (i) Party rooms for HOA-member use
  - (ii) Covered patio
  - (iii) Fire pits
  - (iv) Outdoor kitchen
  - (v) Restrooms
  - (vi) HOA office
  - (vii) Pedestrian connections to Community Park amenities
  - (viii) Dedicated parking for building use
  - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

#### **SECTION 18: NEIGHBORHOOD ACTIVITIES**

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

### **SECTION 19: ATTACHMENT DESCRIPTIONS**

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1



Exhibit C  
Development Standards  
Attachment 1



1

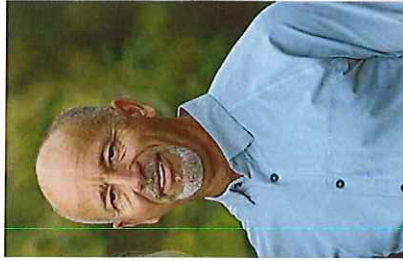
# THE HEIGHT OF BURLESON LIVING

RA Development, Ltd.

February 22, 2021

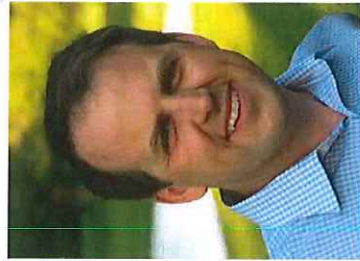


# BURLESON DEVELOPMENT, INC.



## ROCKY BRANSOM

Mr. Bransom has delivered several thousand lots into the Burleson market over the last 30 years. His experience in real estate extends past property development to every trade throughout the process in home construction, utilities, excavation and paving. Rocky has been committed to positive growth in the Burleson area and considers his roots here to be something that drives the quality of the final product.



## JUSTIN BOND

Mr. Bond has worked in land use development and construction for 15 years, from building schools to advocating for local natural gas development to promoting the growth of Burleson as a City director. Justin manages all development projects from design to construction for Rocky's companies. His family has proudly lived and worked in Burleson for nearly 60 years.



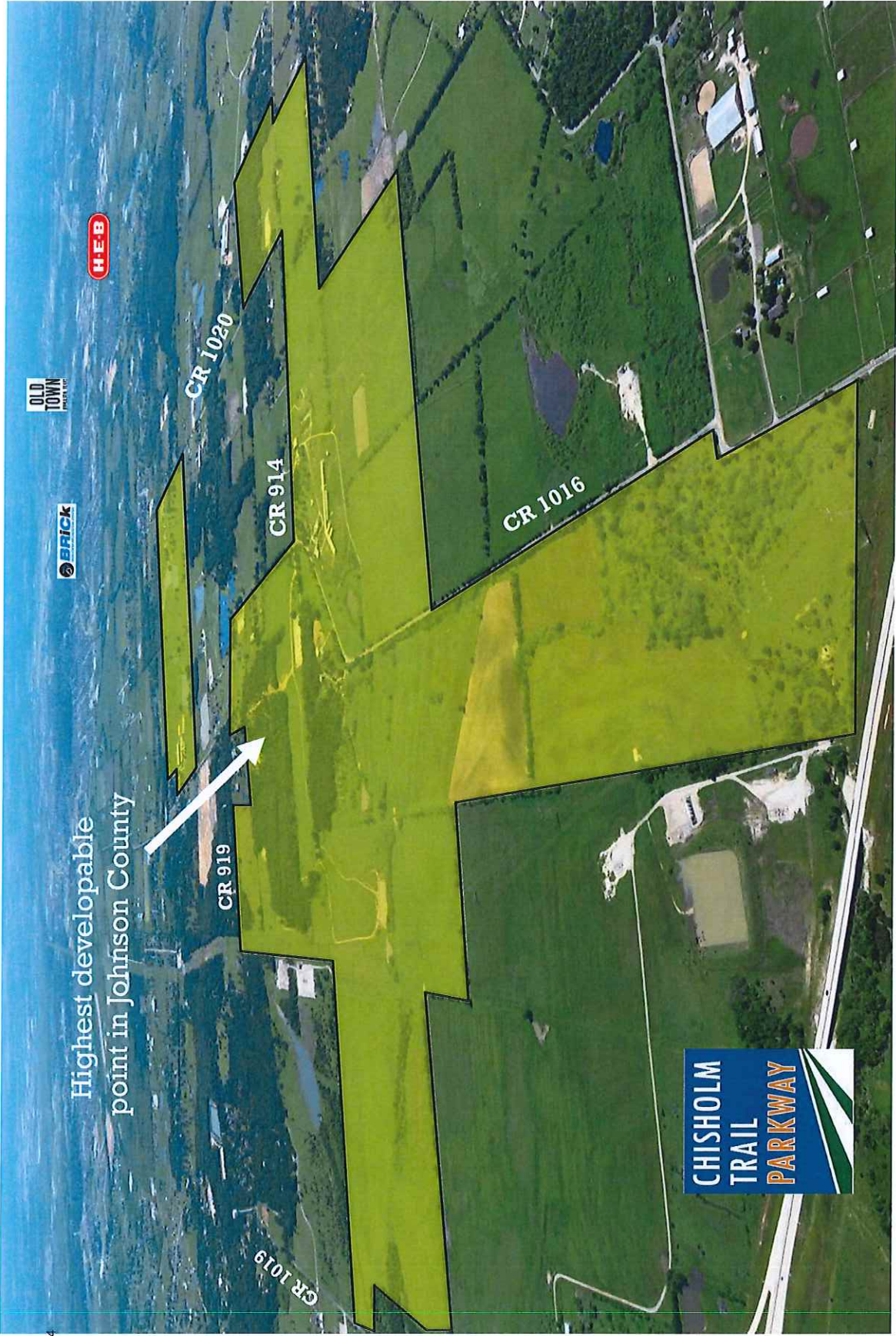


# PROPERTY HISTORY

- 2005 – Annexations by City of Burleson to establish a western boundary at the Chisholm Trail Parkway (CTP)
- 2014 & 2016 – Development Agreements with CTP-area owners in Burleson extra-territorial jurisdiction to establish rules for future annexations
- 2016-2021 – Burleson Development, Inc. (Rocky Bransom) and affiliated partners coordinate acquisition of large parcels near the CTP
- 2018 – “Chisholm Summit”, a residential community on the CTP, presented to the City for preliminary review but faced challenges related to sewer capacity
- 2019 – Wastewater Analysis for Chisholm Summit area conducted
- 2021 - Additional acquisitions and partnerships bring development of Chisholm Summit to approximately 915 acres





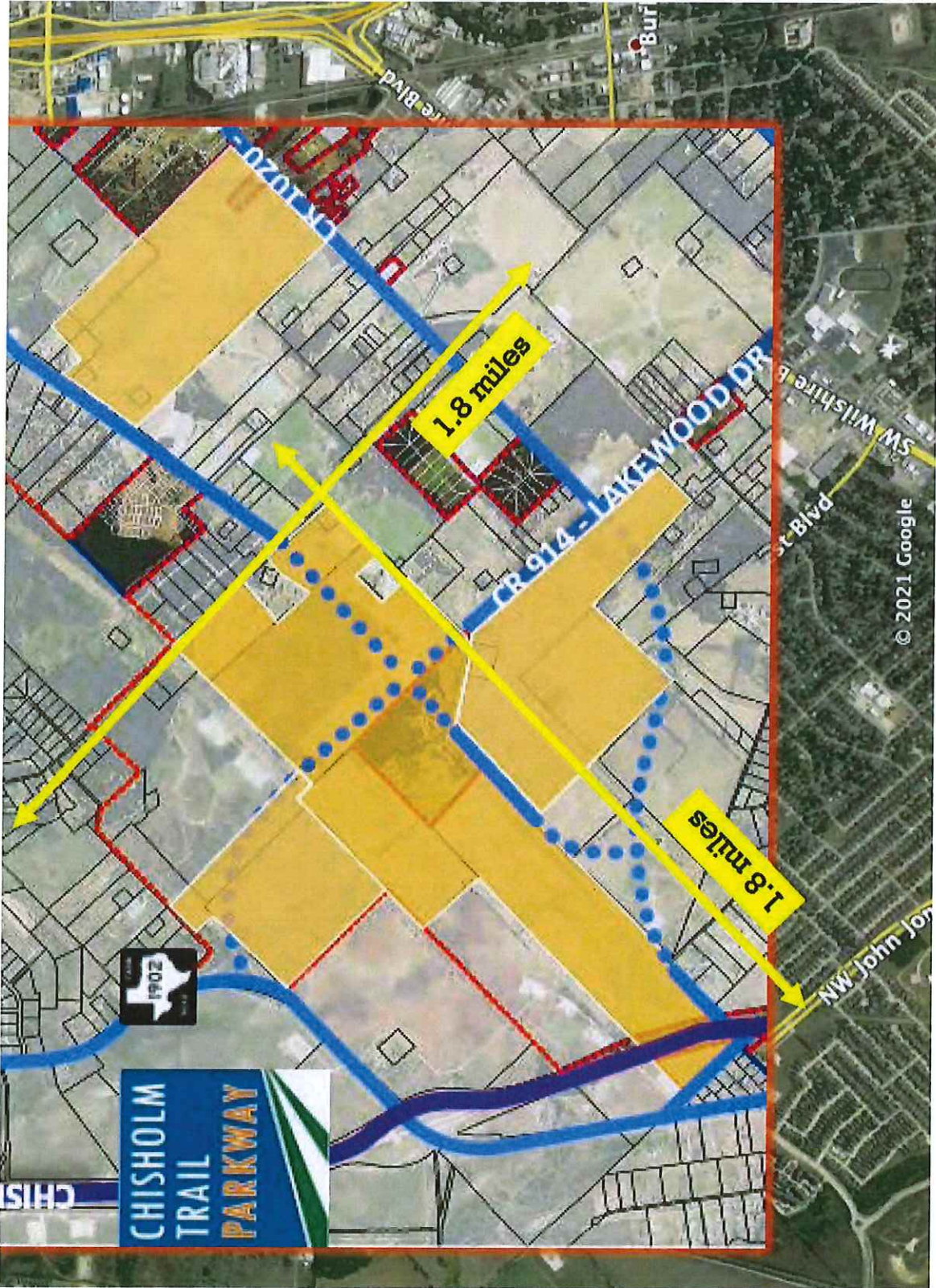


Highest developable point in Johnson County











**EXHIBIT C  
DEVELOPMENT STANDARDS**

**SECTION 1: GENERAL**

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

**SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.



All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

### **SECTION 3: PROCESS**

1. The development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
  - (i) Land uses
  - (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans
  - (iii) Designated Open Space
  - (iv) Park proximities
  - (v) Landscape Plan
  - (vi) Trail Plan
  - (vii) Park acreage – both for the current development plan and cumulative of prior development plans.
3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

**SECTION 4: THEME**

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
3. The general components of the theme can be described literally as:
  - (i) “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
  - (ii) “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
  - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

**SECTION 5: LOT STANDARDS**

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited -	
Estate	100'	12000	2800	42	2.78%	0% Unlimited -	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%	
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%	Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

#### **SECTION 6: ARCHITECTURAL STANDARDS**

1. Masonry standards. All structures must meet the City's Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City's zoning ordinances to establish uses and design standards.
  - (i) Traditional homes (60', 70' and 80' lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
  - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
  - (i) Carriage style garage door
  - (ii) Garage door not facing the street
  - (iii) Bay window, must project no more than 18" in the front or rear yard, and no more than 12" in the side yard.
  - (iv) Eyebrow or arched front windows
  - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
  - (vii) Front porch railings of either wood or wrought iron
  - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
  - (ix) Cupolas or turrets
  - (x) Dormers
  - (xi) Gable
  - (xii) Decorative attic or gables feature, minimum 2 square feet
  - (xiii) Two or more offsets in the front façade of at least 24" depth
  - (xiv) Metal roof accents
  - (xv) Recessed entry, an minimum of three (3') deep
  - (xvi) Variable roof pitch equal to or greater than 8:12
  - (xvii) Exterior shutters on at least 75% of the windows on the front façade
  - (xviii) Masonry arches
  - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
  5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
  6. The Planned Development Ordinance will establish anti-monotony standards.
  7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

**SECTION 7: OPEN SPACE/PARKS**

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.



4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
  - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
  - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
  - (iii) Parks shall generally be constructed in accordance with the following:
    - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

<b>Park Amenities</b>	<b>Community Park</b>	<b>Neighborhood Park</b>
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
<b>Site Furnishings</b>		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
<b>Optional Amenities</b>		
<b>Primary</b>		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
<b>Secondary</b>		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
  - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
  - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square foot house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

#### **SECTION 8: LANDSCAPING**

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.



## **SECTION 9: ENHANCED WALLS AND FENCING**

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
  - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
  - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
  - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
  - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
  - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
  - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
  - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
  - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment I.
  - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

## **SECTION 10: BUFFERS**

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

### **SECTION 11: STREET LAYOUT**

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
  - (i) Lakewood Blvd.
    - Minimum 4 lanes
    - minimum 120 foot ROW
    - Trail component
    - landscaped parkways and/or medians
  - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
  - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
  - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
  - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
  - (iii) Cul de sacs
  - (iv) Short block lengths
  - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

### **SECTION 12: TRAILS**

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
  - (i) 6-foot trail comprised of two 3-foot tread areas
  - (ii) 4-foot trail comprised of two 2-foot tread areas
  - (iii) Material of native soil with no road base plus wood chip in low drainage areas
  - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
  - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities:
  - (i) Bocce Ball
  - (ii) Bag Toss
  - (iii) Horseshoes
  - (iv) Shuffleboard
  - (v) Chess/Checkers Tables
  - (vi) Fitness Stations
  - (vii) Art Installments
  - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

### **SECTION 13: LIGHTING**



1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

#### **SECTION 14: SIGNS**

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

#### **SECTION 15: MULTI-FAMILY/SENIOR LIVING**

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

#### **SECTION 16: COMMERCIAL ELEMENTS**



The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

#### **SECTION 17: COMMUNITY BUILDING(S)**

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
  - (i) Party rooms for HOA-member use
  - (ii) Covered patio
  - (iii) Fire pits
  - (iv) Outdoor kitchen
  - (v) Restrooms
  - (vi) HOA office
  - (vii) Pedestrian connections to Community Park amenities
  - (viii) Dedicated parking for building use
  - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

#### **SECTION 18: NEIGHBORHOOD ACTIVITIES**

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

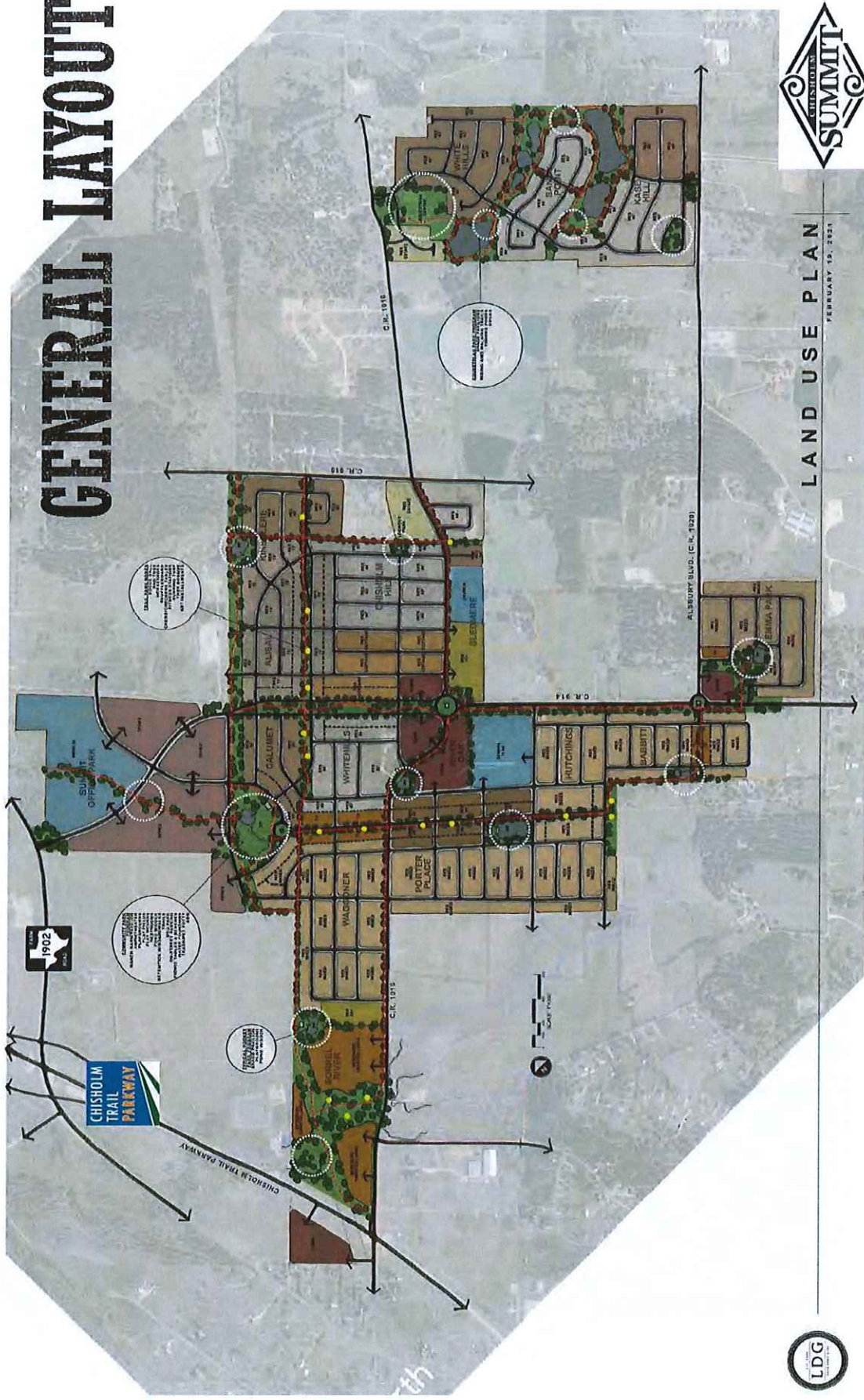
2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

### **SECTION 19: ATTACHMENT DESCRIPTIONS**

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1

# GENERAL LAYOUT



LAND USE PLAN  
FEBRUARY 15, 2021





# BY THE NUMBERS

- Approx. 915 acres in Master-Planned Community
- 3066 Residential Units (projected)
  - 75% Single-family (ranging frontage 40' to 80')
  - 25% Townhome/Senior Living/Multifamily
- Over 10 miles interconnected Trail System
- 102 acres dedicated Park land
  - Community Park, Pocket Parks, Trail Parks
  - Equestrian Center
  - Passive & Natural Areas
- 28 acres – Commercial nodes
- Neighborhood services at high-traffic corners
- Central node - “Chisholm Square”
- 92 acres – Professional Office Park / Medical District

## PROVIDERS

- Water – Johnson County SUD
- Sewer – City of Burleson
- Electric – United Cooperative
- School – Joshua ISD







# CITY REQUIREMENTS FOR MASTER-PLANNED COMMUNITIES

- All Master-Planned Developments:
  - Enhanced Landscaping
  - Architectural Standards
  - Enhanced Walls and Fencing
  - Open Space over Minimum
- +
- Larger Developments:
  - Connecting Trails
  - Lot Size Variety
  - Buffers
  - Amenity Centers
  - Themes & Sense of Place
  - Commercial Elements
  - Neighborhood Activities
  - Creative Additions



LAND USE PLAN





**THEME  
&  
PLACEMAKING**



<sup>11</sup>  
**WESTERN**

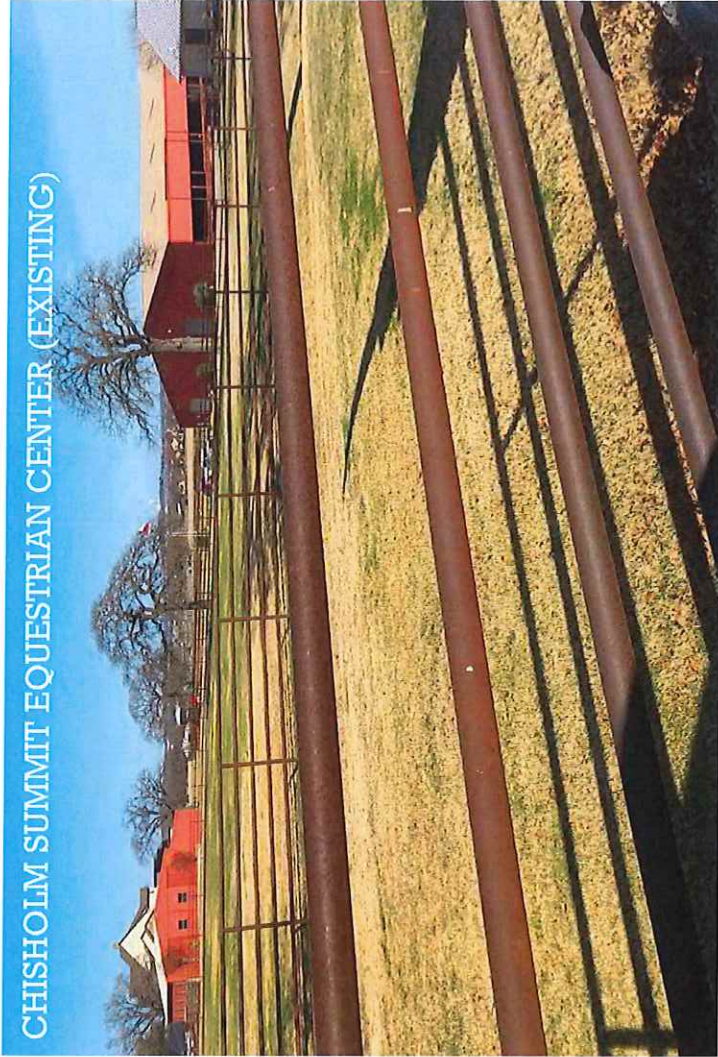
RUSTIC  
GROWTH  
HORSES  
FOLK  
GATEWAY  
PROGRESS

**ACTIVE**

TRAILS  
OUTDOORS  
PURPOSE  
MOVEMENT  
NATURE

**FAMILY**

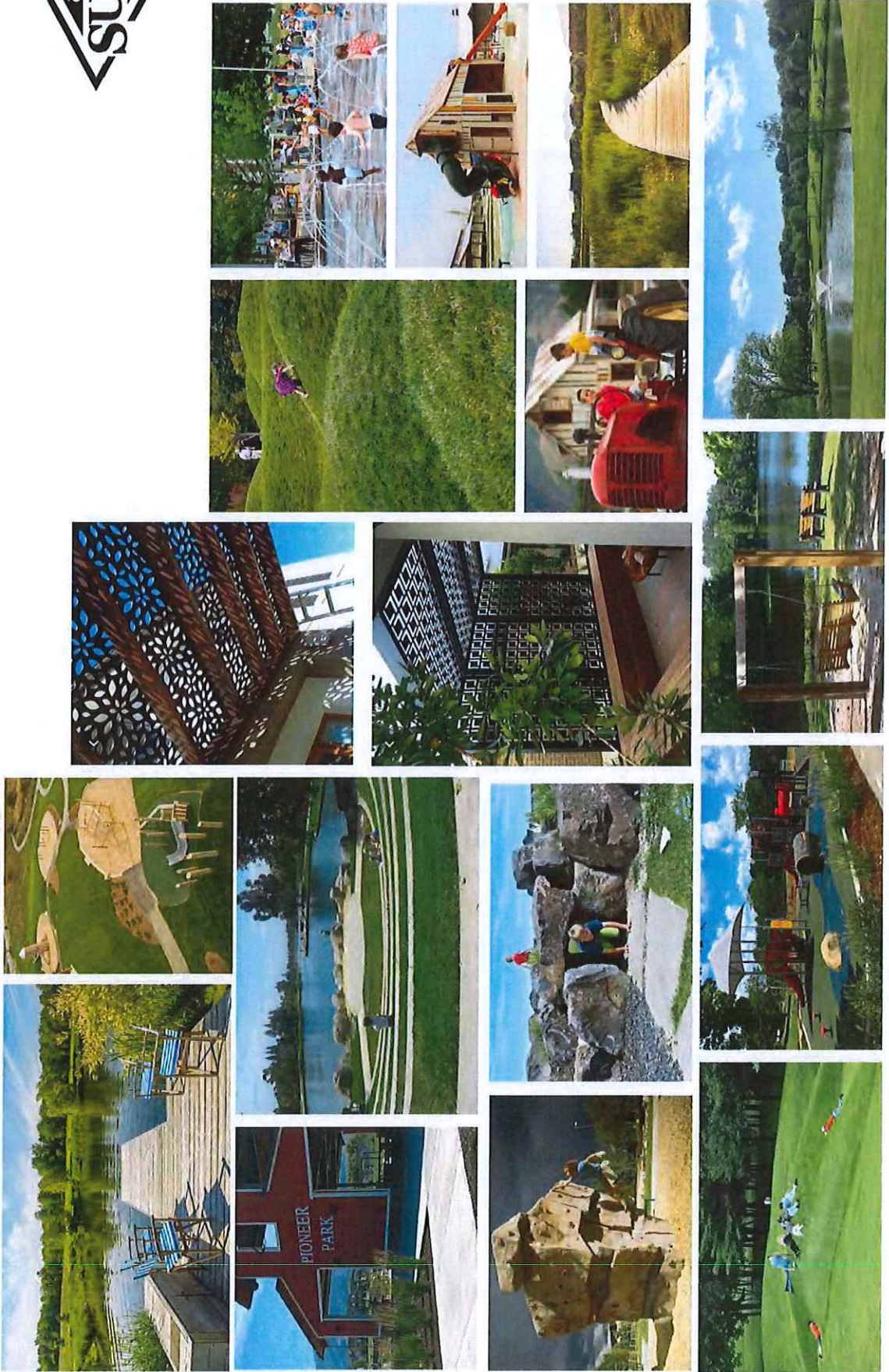
TOGETHER  
COMMUNITY  
NEIGHBORS  
GENERATIONX  
CARE



CHISHOLM SUMMIT EQUESTRIAN CENTER (EXISTING)



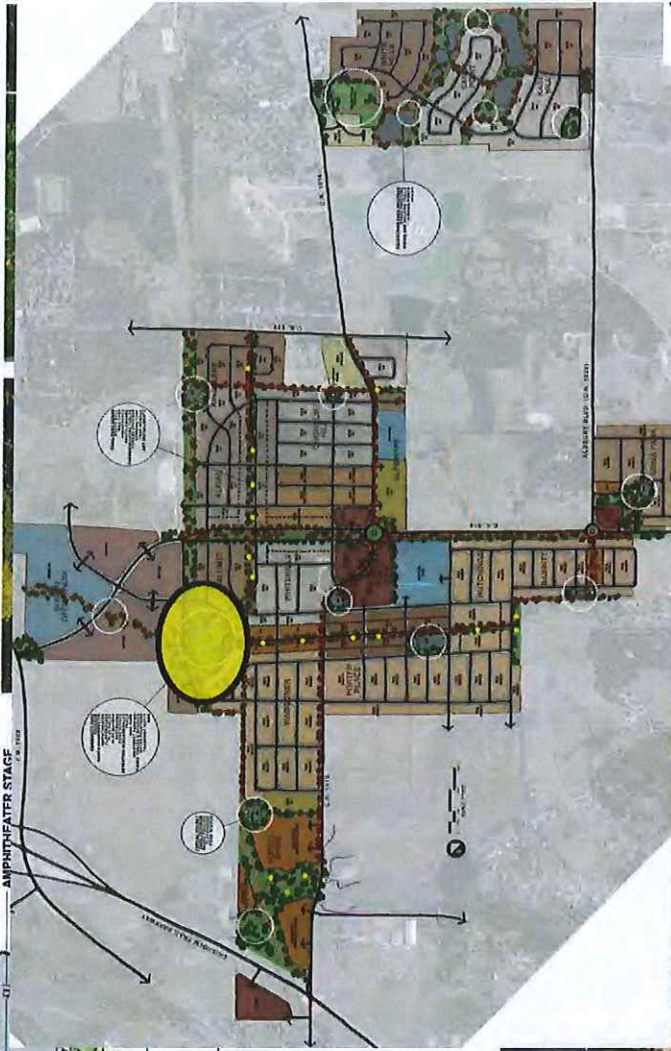






**OPEN SPACE  
AMENITY CENTERS  
CONNECTING TRAILS  
NEIGHBORHOOD ACTIVITIES**

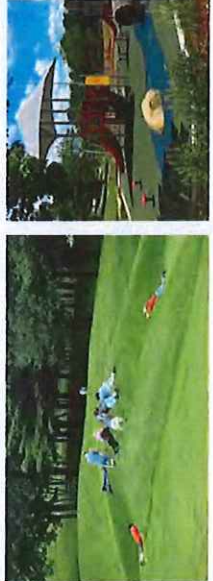
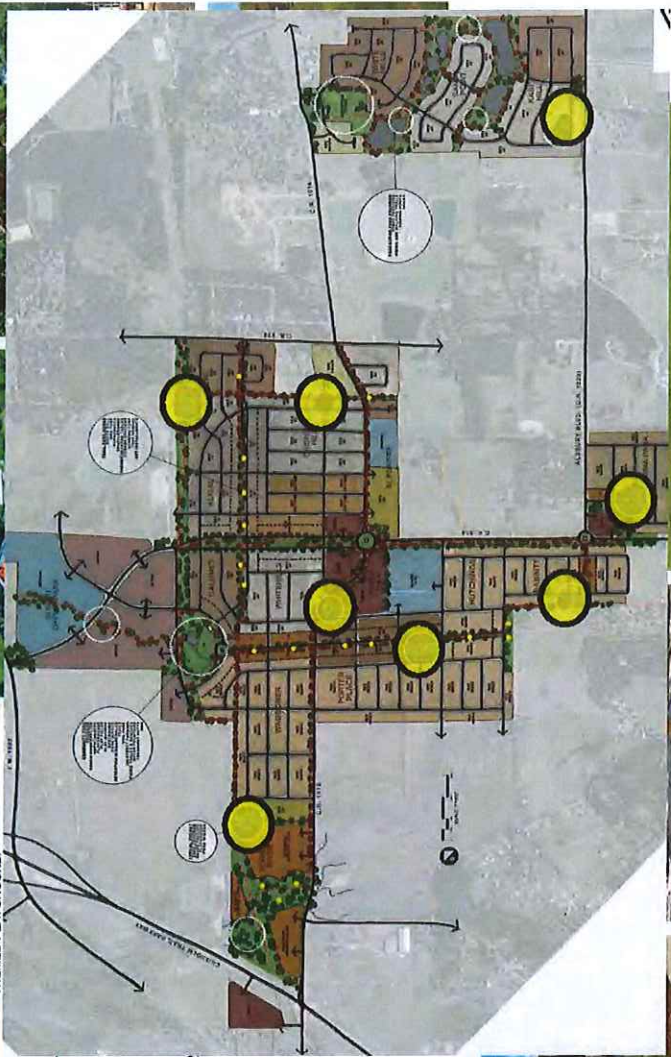
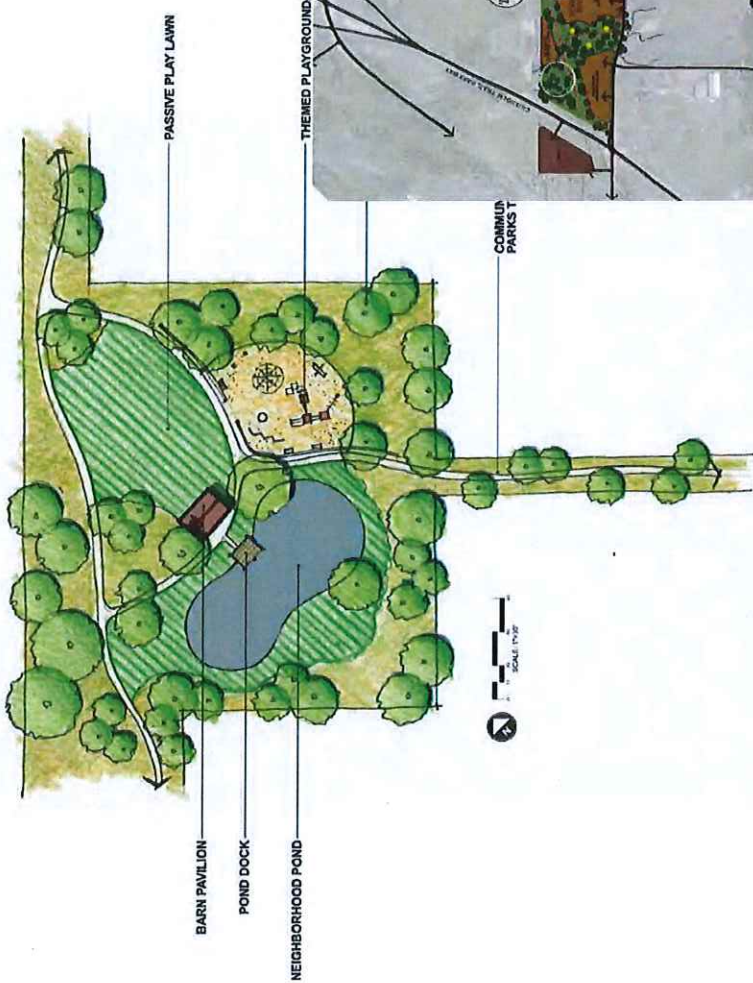




**COMMUNITY PARK PLAN**  
FEBRUARY 17, 2021



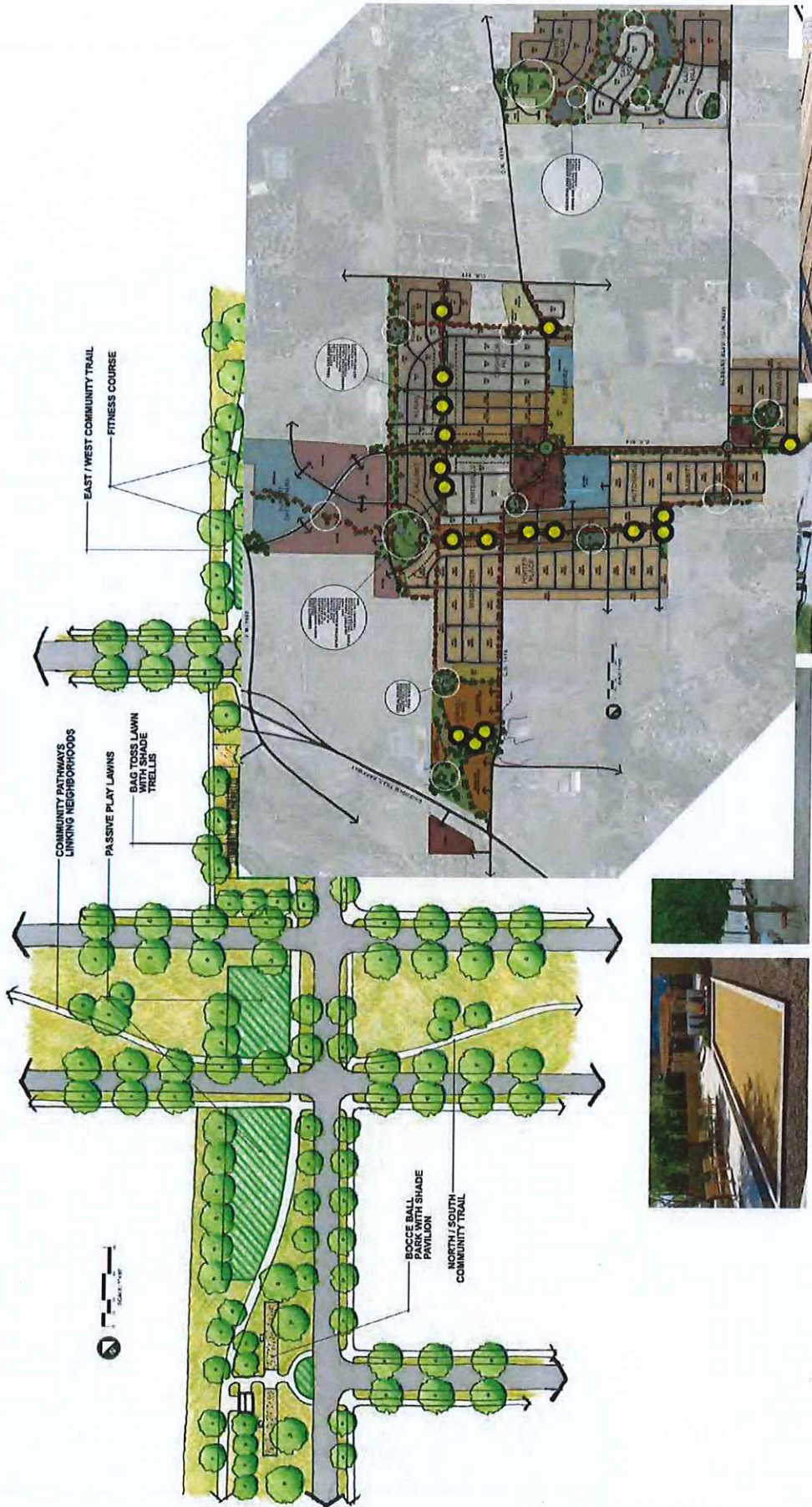




TYPICAL POCKET PARK PLAN  
FEBRUARY 15, 2021







TYPICAL TRAIL PARK CORRIDOR  
FEBRUARY 13, 2023





# EQUESTRIAN CENTER AND TRAILS



- Trails for horseback riding
- Over 45 acres with large peaceful ponds for fishing and relaxing
  - Full property shown here is approximately 160 acres
- Equestrian Center currently on property will remain as an amenity for Chisholm Summit residents
- Shade pavilions and pocket park





**LOT SIZE VARIETY  
BUFFERS  
COMMERCIAL ELEMENTS**



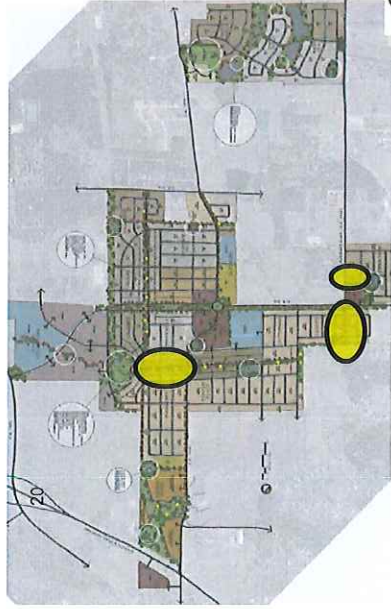


# LOT SIZE VARIETY

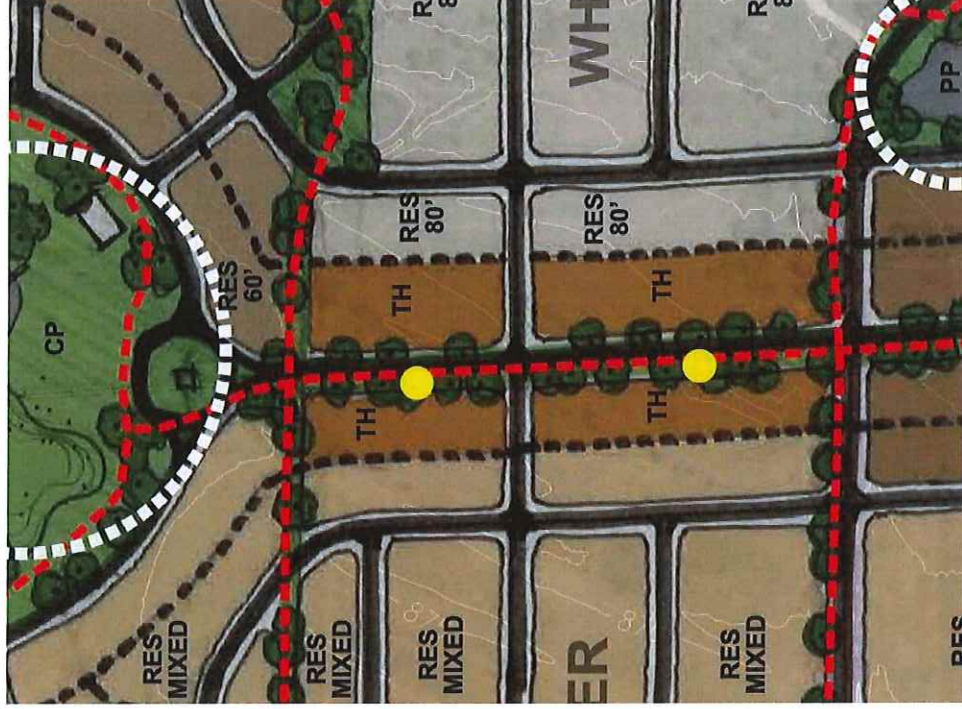


- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- **Single-family homes include:**
  - Cottages with detached garages
  - Traditional one- and two-story homes
  - Patio homes with shared front yards and alley access
  - Lots with a little more elbow room and existing trees
  - Estate lots with a view of Burleson
- **Higher-density areas include:**
  - Age-55+ homes under 1300 sqft
  - Two-story townhomes on zero-lot lines
  - Multifamily housing with facility amenities
  - Senior care centers with nearby greenspace





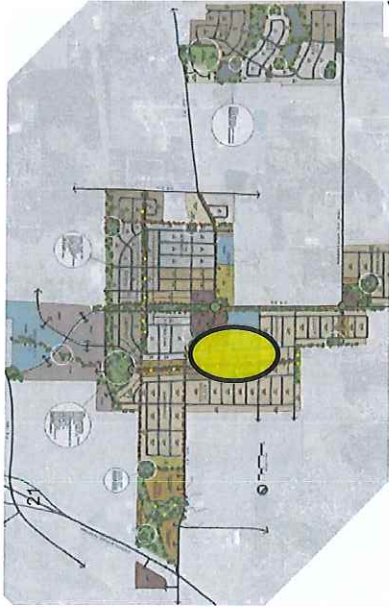
# TOWNHOMES



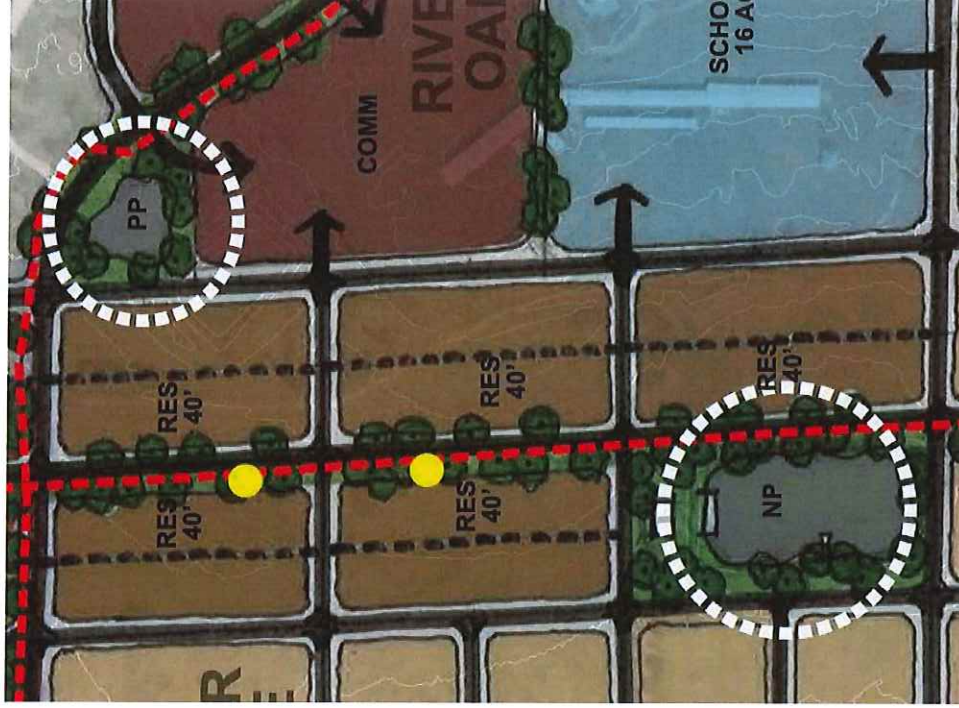
- Two-story townhomes
- Individual units for ownership
- Rear alley vehicular access
- Front lot line at street/sidewalk edge
- Adds scale to primary community corridor
- Located near public amenity areas
- Typical lot – 25' x 100'





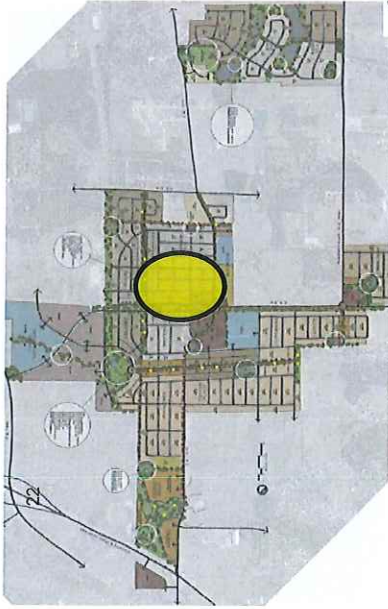


## PATIO HOMES



- Also known as a “bungalow court” or pocket neighborhood
- Front yards are shared with a block of neighbors
- Garage accessed by alley
- Typical lot – 40’ x 100’





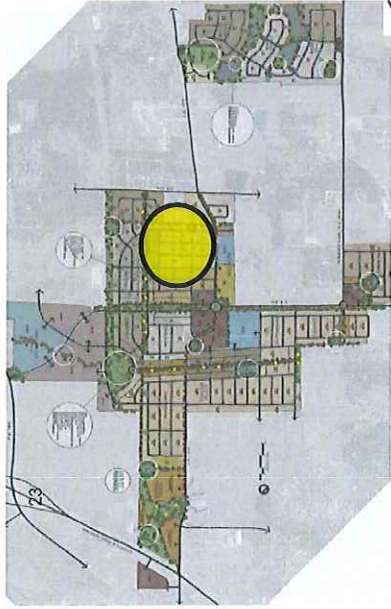
## COTTAGES (HERITAGE)



- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot – 56' x 120'





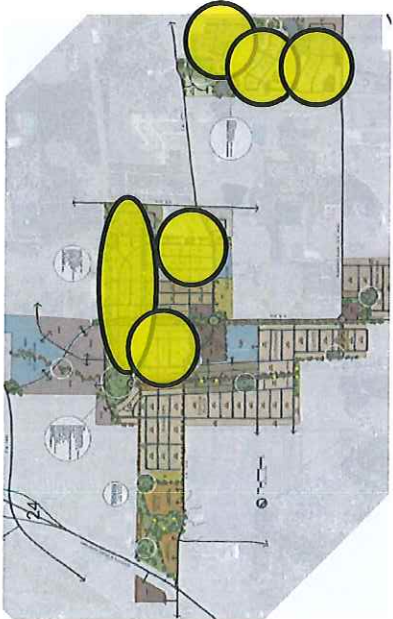


- Scenic overlook of all of Burleson
- Estate lots built with the grade of the hill
- Lookout Park accessible via trails to all CS residents
- Perfect for the executive or large family
- Typical lot – 80’ x 140’

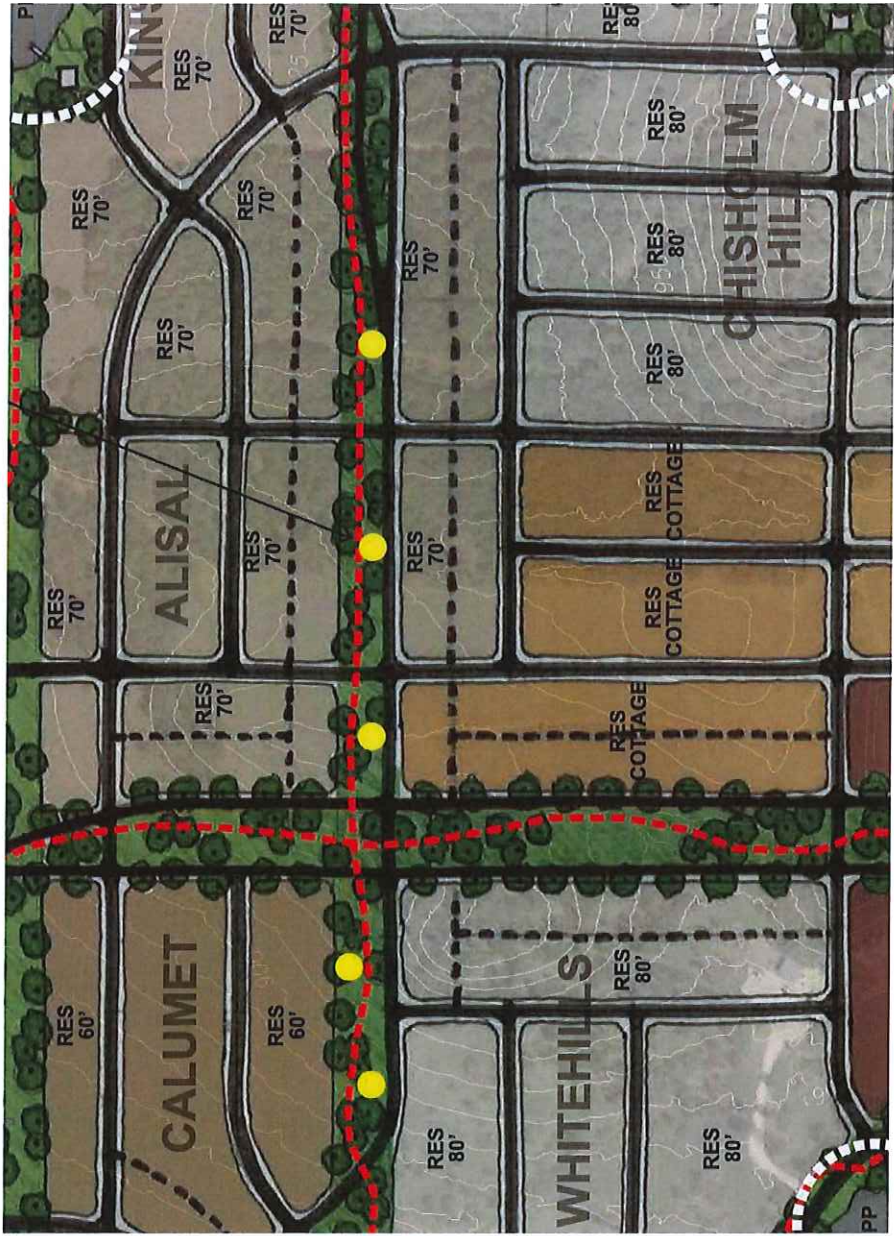
## ESTATES ON THE SUMMIT





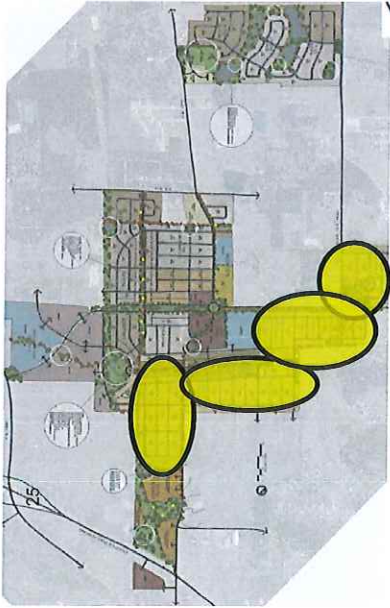


## PLANNED SINGLE-FAMILY



- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
  - 60' x 120'
  - 70' x 130'
  - 80' x 140'
- Planned to specifically use the existing topography or complement overall land plan

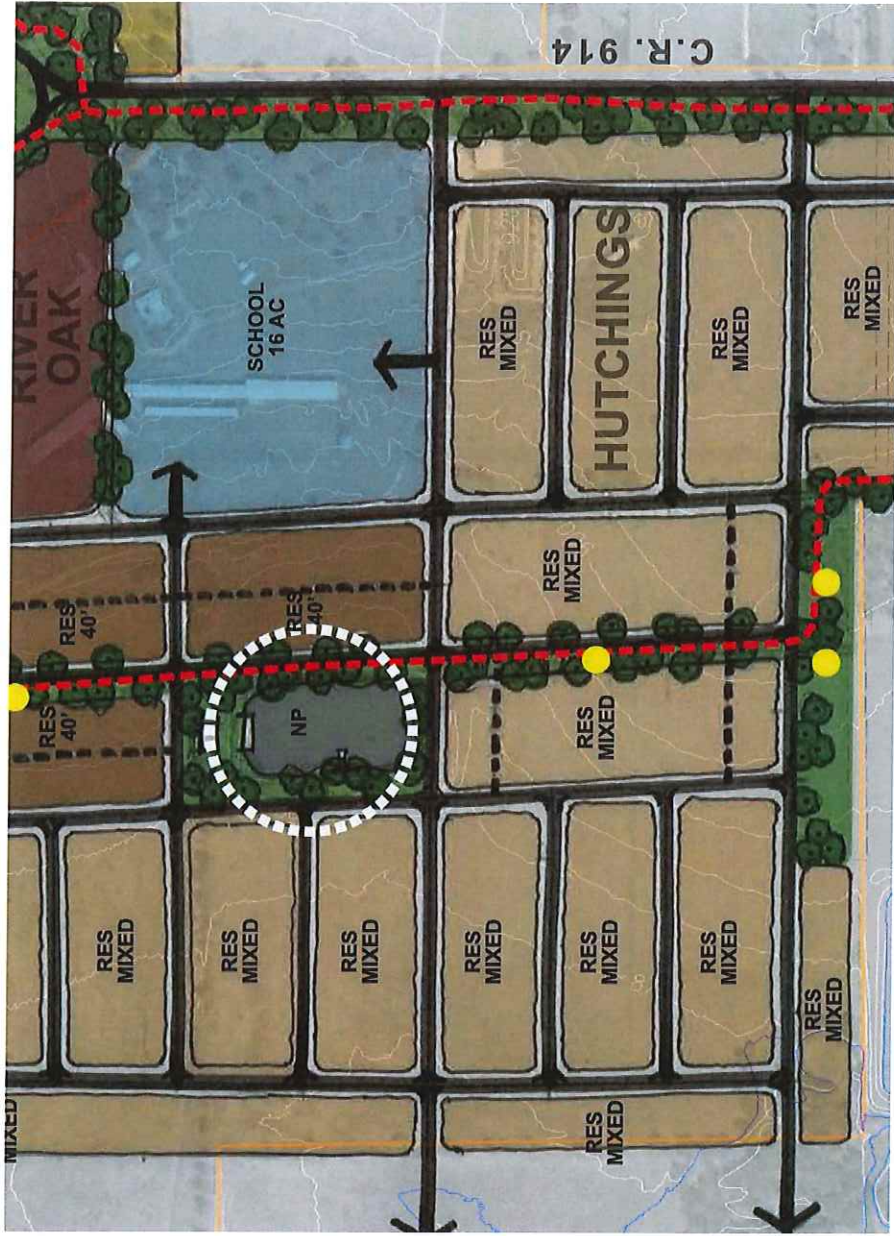




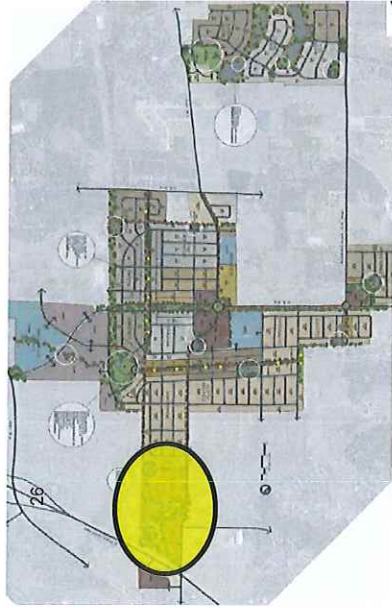
- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
  - 40' x 100'
  - 56' x 120'
  - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed



## MIXED SINGLE-FAMILY





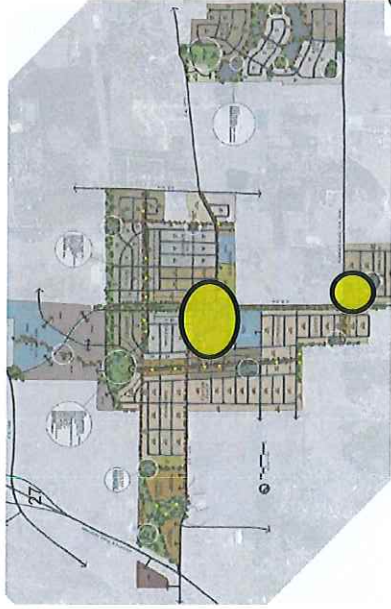


# SENIOR CARE & MULTIFAMILY

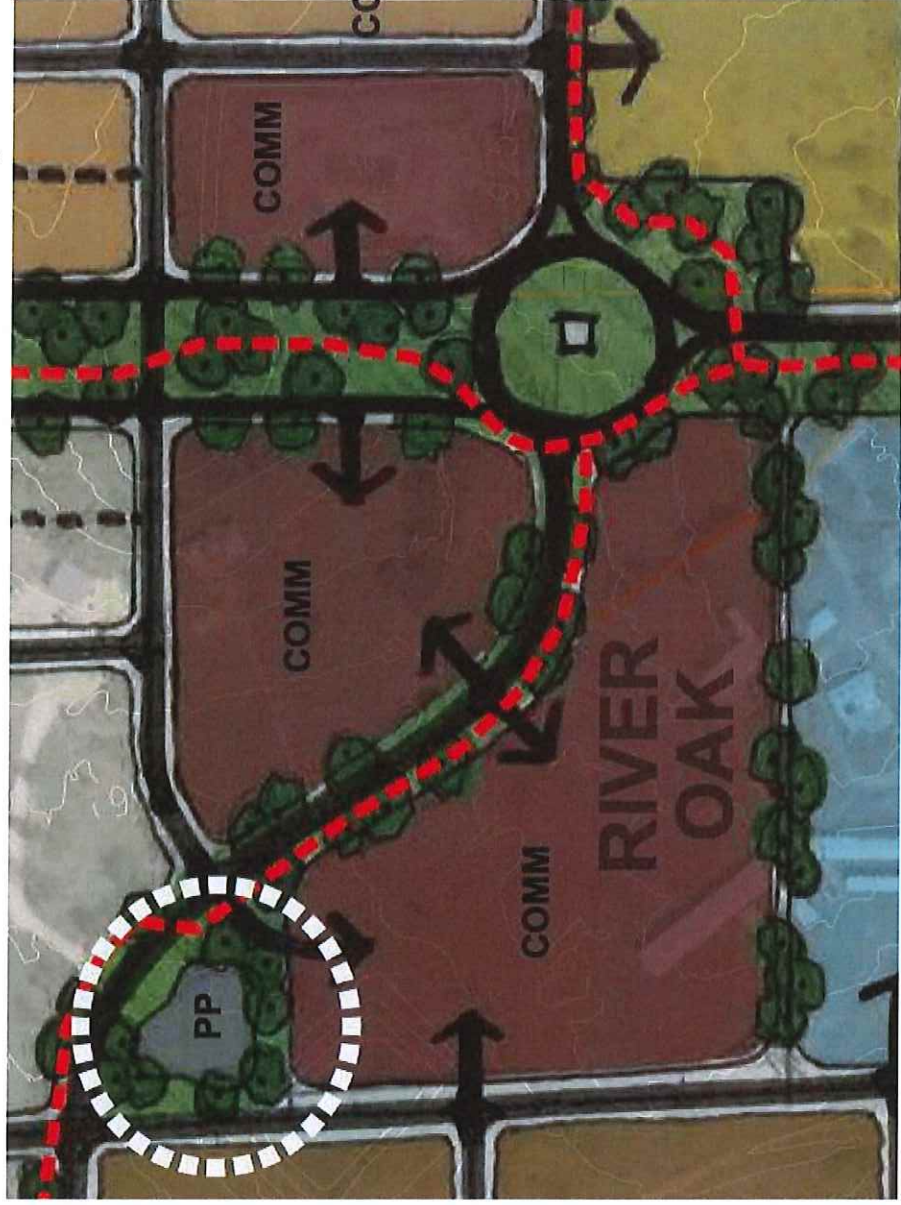


- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

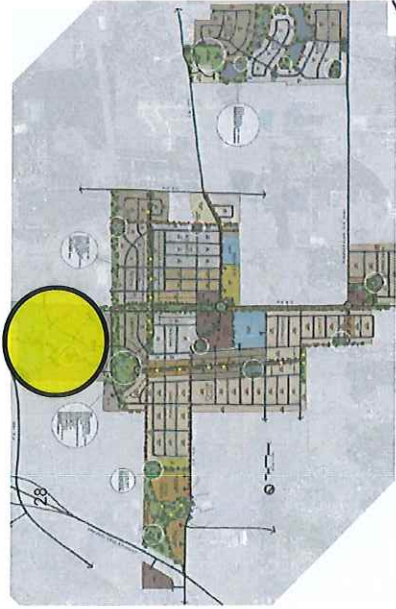




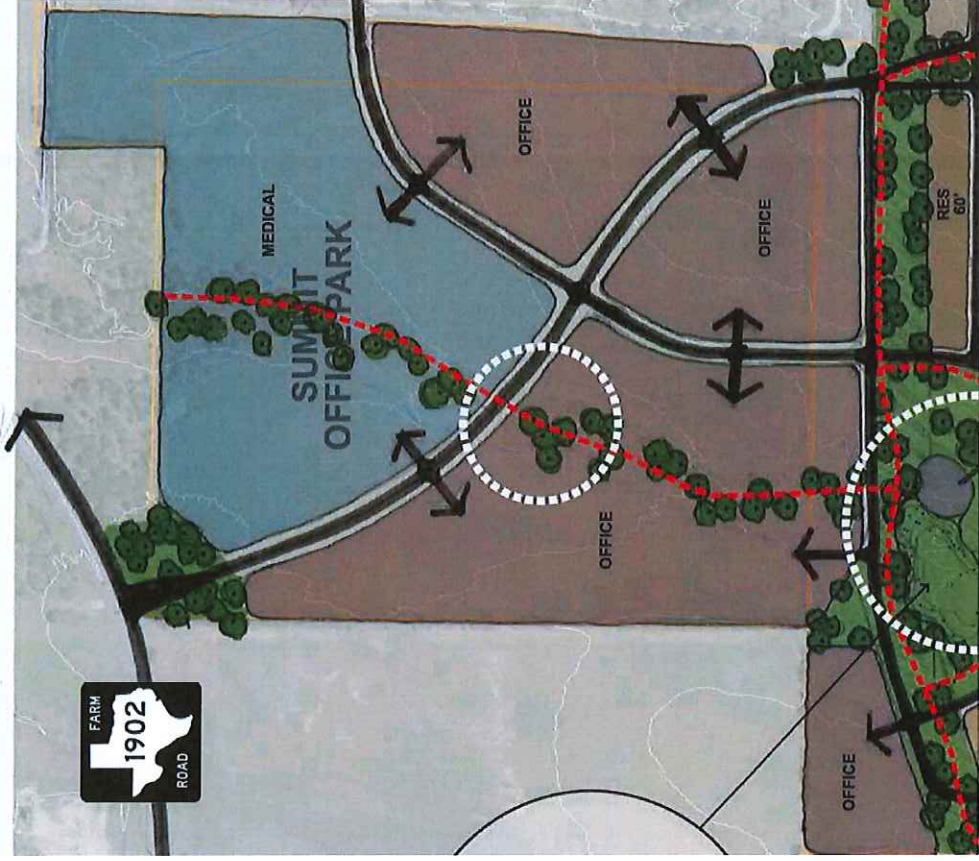
## COMMERCIAL NODES



- Following rooftops, land is preserved for commercial and neighborhood services
- Community “downtown” node called Chisholm Square
  - Similar size to 9 square blocks of Old Town
- Commercial areas to be connected by trail system



# SUMMIT OFFICE PARK



- Over 90 acres with convenient access to Chisholm Trail Parkway via FM 1902
- Professional office park with opportunity for medical
- Bisected by major boulevard
- Ideal live-work lifestyle for families in over 3000 units





**ARCHITECTURAL STANDARDS  
ENHANCED WALLS & FENCING  
ENHANCED LANDSCAPING**

# STANDARDS

- Housing types proposed vary widely in style and form
- This is seen in other master-planned communities we have toured (Viridian, Windsong Ranch, etc.)
- Theme and brand in CS is established through parks, trails, signs and monuments rather than houses
- Developer is favorable to setting standards but recommends including this in the development agreement
  - Traditional homes to follow current zoning ordinance
  - Non-traditional home types (patio, townhome, cottage, etc.) to have exhibit outlining standards



WINDSONG RANCH HOUSING VARIETY





# ENHANCEMENTS



- Undeveloped areas to be fenced with rust-colored railing
- “CS” logo to be integrated throughout
- Inside of railing used for neighborhood signage (i.e. Harvest)
- Developed areas to be fenced with wrought iron fencing and landscape buffers
- In place of masonry wall requirement along arterials
- Landscaping in common area maintained by community



ARBORLAWN AND CTP, FORT WORTH



RAIL FENCE AT  
EQUESTRIAN  
FACILITY





# **PUBLIC INFRASTRUCTURE & PARTICIPATION**







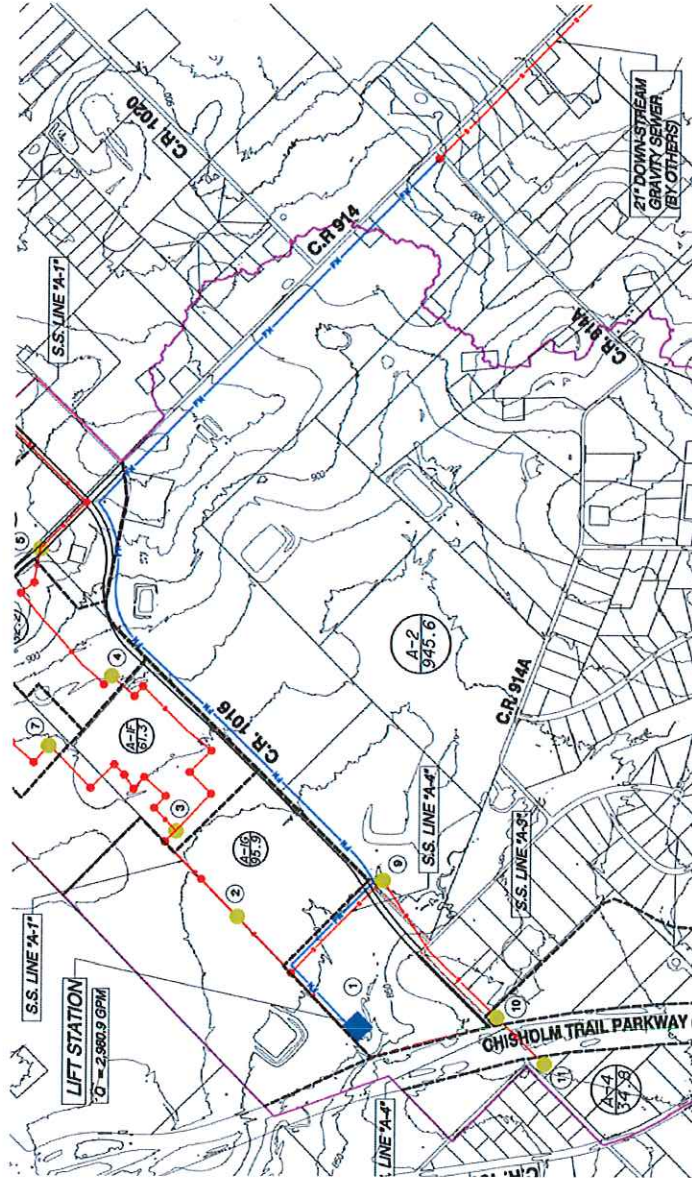
## PUBLIC INFRASTRUCTURE

- **Water** – JCSUD completing evaluation of capacity to accommodate expanded land use plan
  - Elevated tower at CR 919 will serve this pressure plane
  - Expansion of 21” lines near CTP and 16” lines CR 919 anticipated
- **Electric** – United Coop indicates they have sufficient stations and will work closely as we identify phases of development
- **Roads** – Existing paving sections vary in sufficiency for development
  - CR 1016 will be realigned to avoid unsafe turns – and renamed
  - CR 914 should be tied with a major arterial of the City to carry traffic from FM 1902
- **Sewer** –
  - Trunk line built near CR 1020 was found to have insufficient capacity
  - Current plans would anticipate lift stations, a force main to the high point near CR 914A and CR 914
  - The sewer line planned from South Burleson down CR 914 will be critical for service





# PARTICIPATION REQUESTED



- The “Burleson West” area encompasses over 1600 acres of future growth for the City
- Sewer expansion is necessary to take full advantage of the City’s claim on the CTP
- Future growth for Burleson will depend on a sufficiently-funded sewer program
- Participation is requested to construct:
  - Downstream sewer lines
  - ”Burleson West” lift stations and force main lines







# PARTICIPATION REQUESTED



- Major park improvements will distinguish Burleson above its neighbors
- The scale of improvements as required for a master-plan community is over and above the standard subdivision
- Developer will seek a Public Improvement District to assist with the construction and maintenance/operation of the amenities, parks, trails, etc.



# CLOSING



The development team is excited to be a part of the future growth of Burleson and appreciates the work of City staff to put together the best project possible.

We are grateful to continue working together toward all the necessary entitlements to see Chisholm Summit come to fruition.

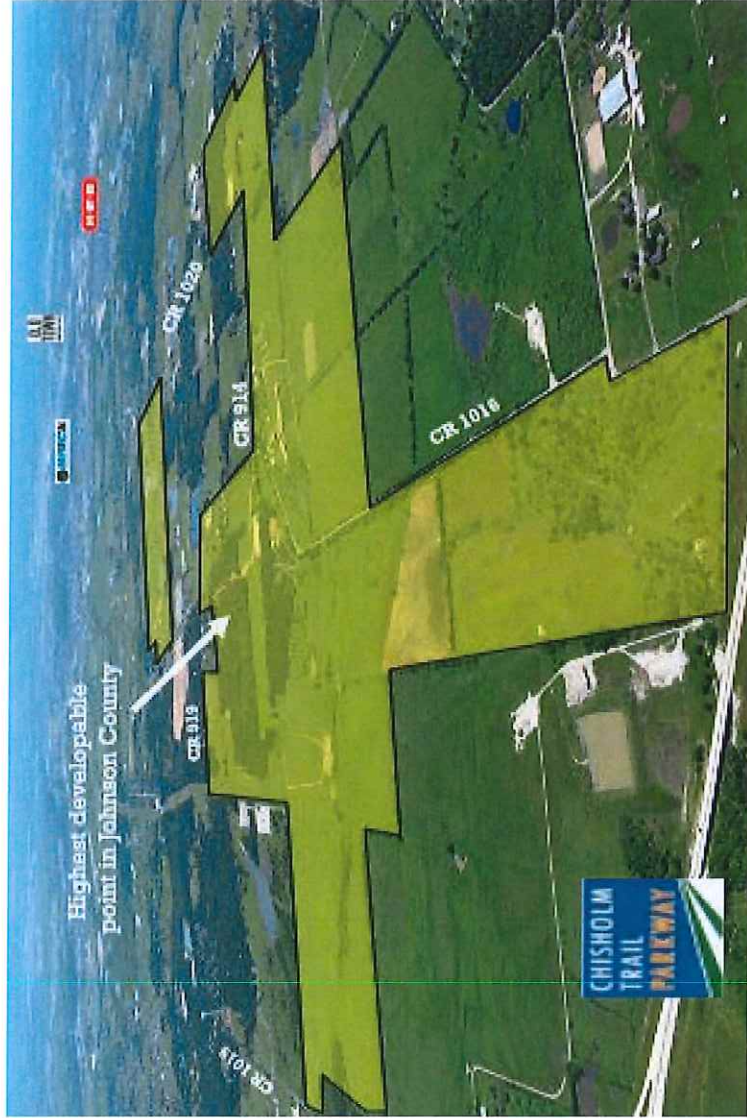






Exhibit D  
Parks and Trails Plan





Exhibit E  
Roadway Improvements



# EXHIBIT E ROADWAY IMPROVEMENTS

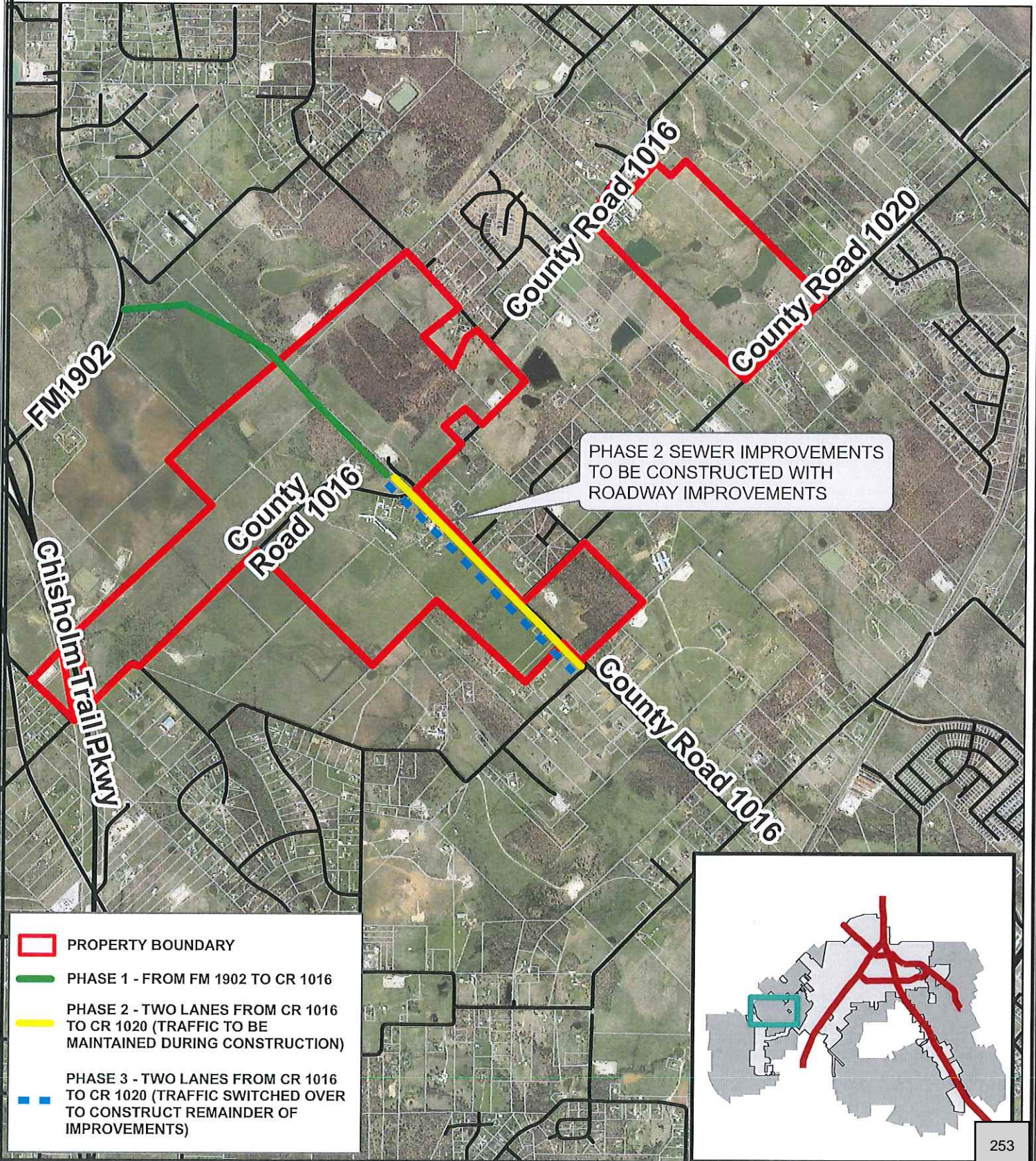




Exhibit F  
Sewer Improvements

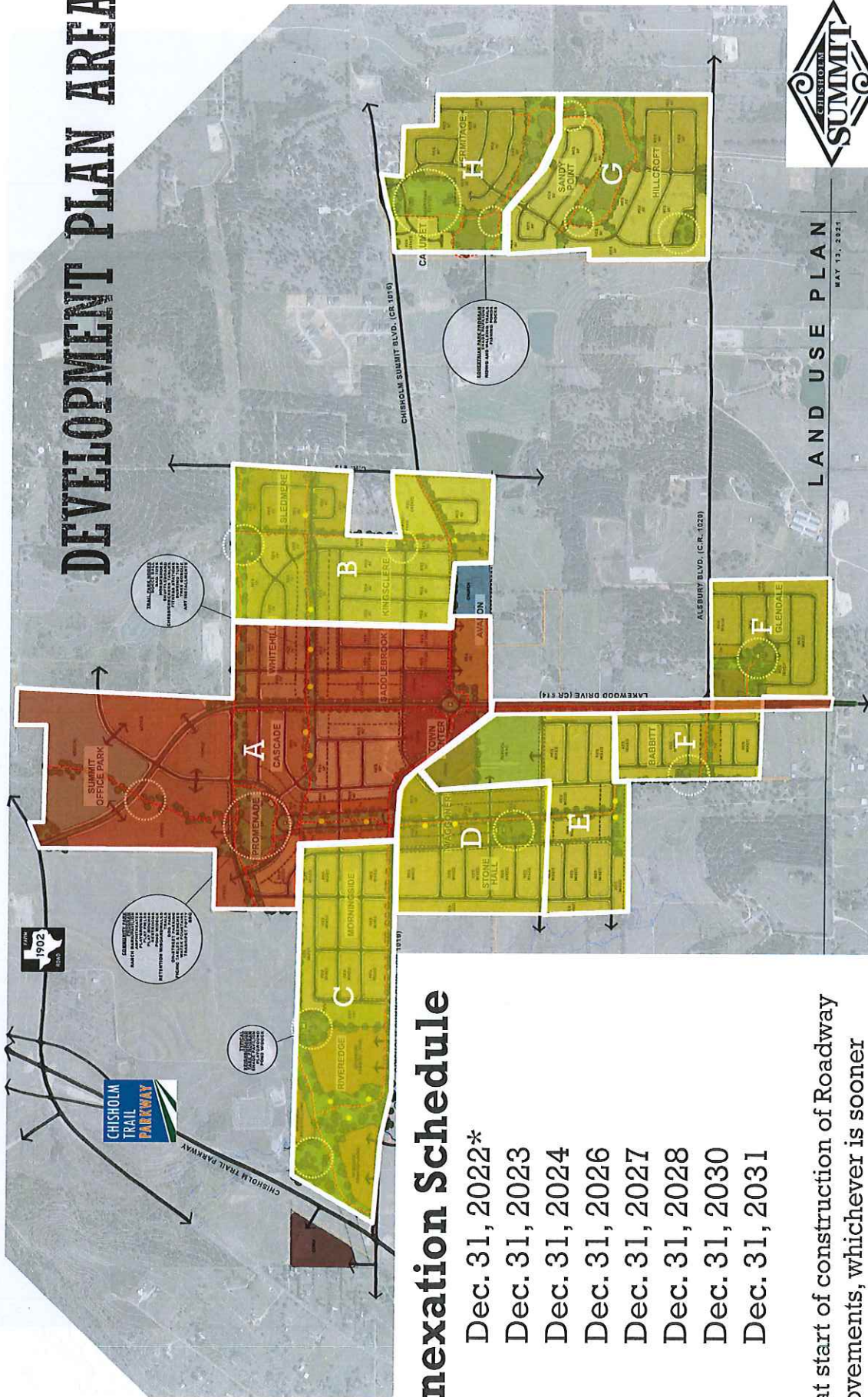






Exhibit G  
Annexation Plan/Development Sections

# DEVELOPMENT PLAN AREAS



LAND USE PLAN  
MAY 13, 2024

## Annexation Schedule

- A - Dec. 31, 2022\*
- B - Dec. 31, 2023
- C - Dec. 31, 2024
- D - Dec. 31, 2026
- E - Dec. 31, 2027
- F - Dec. 31, 2028
- G - Dec. 31, 2030
- H - Dec. 31, 2031

\*OR at start of construction of Roadway Improvements, whichever is sooner

---

## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Director  
**MEETING:** March 3, 2025

---

**SUBJECT:**

Chisholm Summit at 9325 CR 1016 (Case 24-367): Hold a public hearing and consider and take possible action on an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 88.140 acres of land in the F.A. Claridge Survey, abstract no. 142, located at 9325 CR 1016 in the City of Burleson, Johnson County, Texas, from defaulted "A", Agriculture zoning district, to "PD" Planned Development zoning district, making this ordinance cumulative of prior ordinances; providing a severability clause; providing a penalty clause; and providing for an effective date. (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director)*  
*(The Planning and Zoning Commission unanimously recommended approval)*

**SUMMARY:**

On December 9, 2024, an application was submitted by Justin Bond representing RA Development, LTD on behalf of Rocky Bransom (owner) for a zoning change request of approximately 88.140 acres for Chisholm Summit Annexation Phase C.

**Development Overview:**

This site is part of a previously approved 380 agreement for the future Chisholm Summit Master Planned Community. The property is currently in the ETJ and upon approval of annexation Case 24-343, the property would be assigned a default zoning of A, Agriculture. The annexation request is currently scheduled to go concurrently with this zoning request before City Council on March 3, 2025. Land uses and site development will occur in accordance with the development standards contained within the proposed ordinance attached as Exhibit 3 and 4. The proposed PD zoning conforms to the requirements of the approved 380 agreement (CSO# 1775-06-2021) attached as Exhibit 5.

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

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



*Staff supports a Planned Development zoning for a master planned community as it provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.*

**RECOMMENDATION:**

Approve the ordinance; subject to City Council approval of annexation request (Case 24-343).

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

October 3, 2022 – City Council approved annexation and zoning for Chisholm Summit.

May 6, 2024 – City Council approved annexation and PD amendment for Chisholm Summit.

February 10, 2025 - Planning and Zoning Commission recommended approval by a vote of 8 to 0

**REFERENCE:**

CSO# 1775-06-2021

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

# Chisholm Summit PD (Phase C)

## Location:

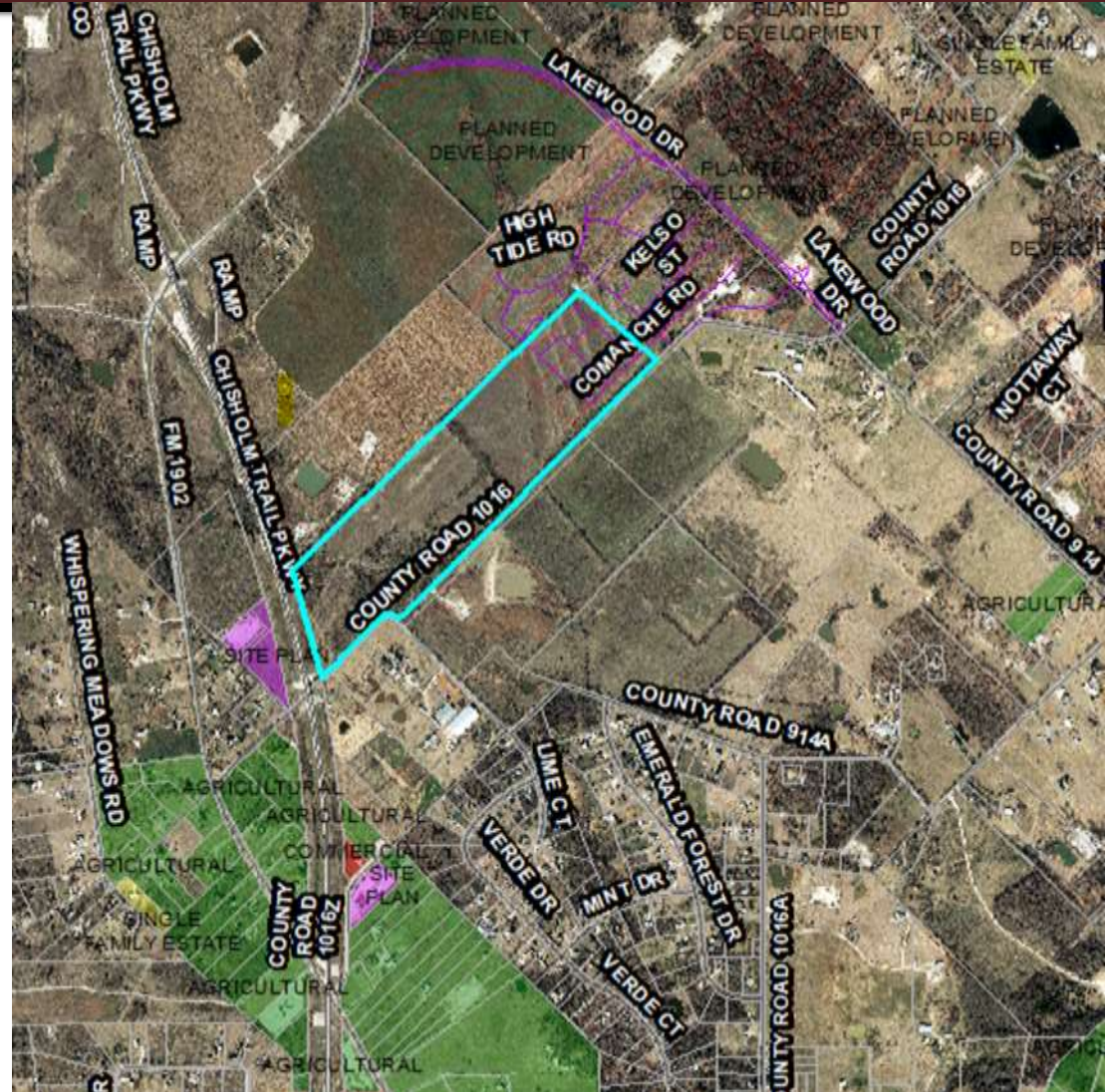
- 9325 CR 1016
- 88.140 acres

## Applicant:

Justin Bond (RA Development)  
Rocky Bransom

## Item for approval:

Zoning Change (Case 24-367)  
for Phase C.









# Chisholm Summit PD (Phase C)

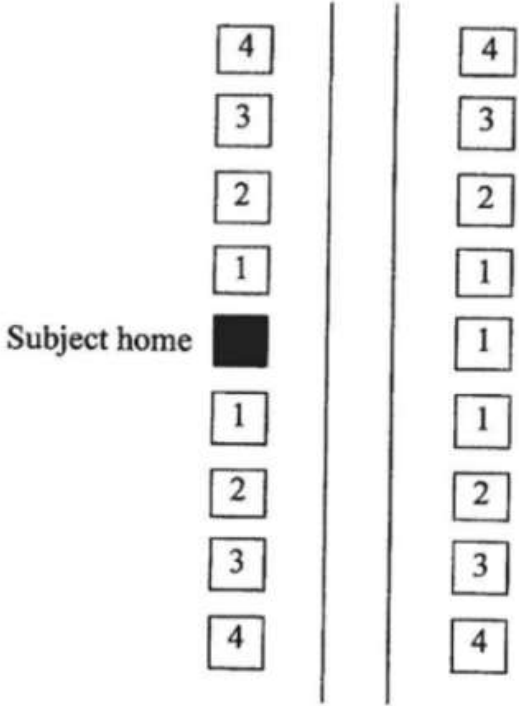
Lot Type	Underlying Standards	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range
Townhomes SFR-A	PD Section V-3	25'	2500	1000	175	2.16%	0 – 5%
40' Res. Patio (SFR-40)	PD Section V-4	40'	4000	1200	545	15.00%	0 - 15%
56' Res. Cottage (SFR-56)	PD Section V-5	56'	6500	1400	315	11.51%	0 - 15%
60' Res. Traditional (SFR-60)	PD Section V-6	60'	7200	2000	710	28.73%	0 - 40%
70' Res. Traditional (SFR-70)	PD Section V-7	70'	8400	2200	155	7.32%	0 – 15%
80' Res. Traditional (SFR-80)	PD Section V-8	80'	9600	2500	320	17.26%	10% - No Max
Estate (SFRE)	PD Section V-9	100'	12000	2800	45	3.03%	0% - No Max
55+ Residential (SF-AA)	PD Section V-10	50	5000	1100	355	9.98%	0 – 10%
MF/Senior Residential (MF)	PD Section V-11	N/A	1500	n/a	595	5.02%	0 – 10%





# Chisholm Summit PD (Phase C)

## Anti-monotony standards



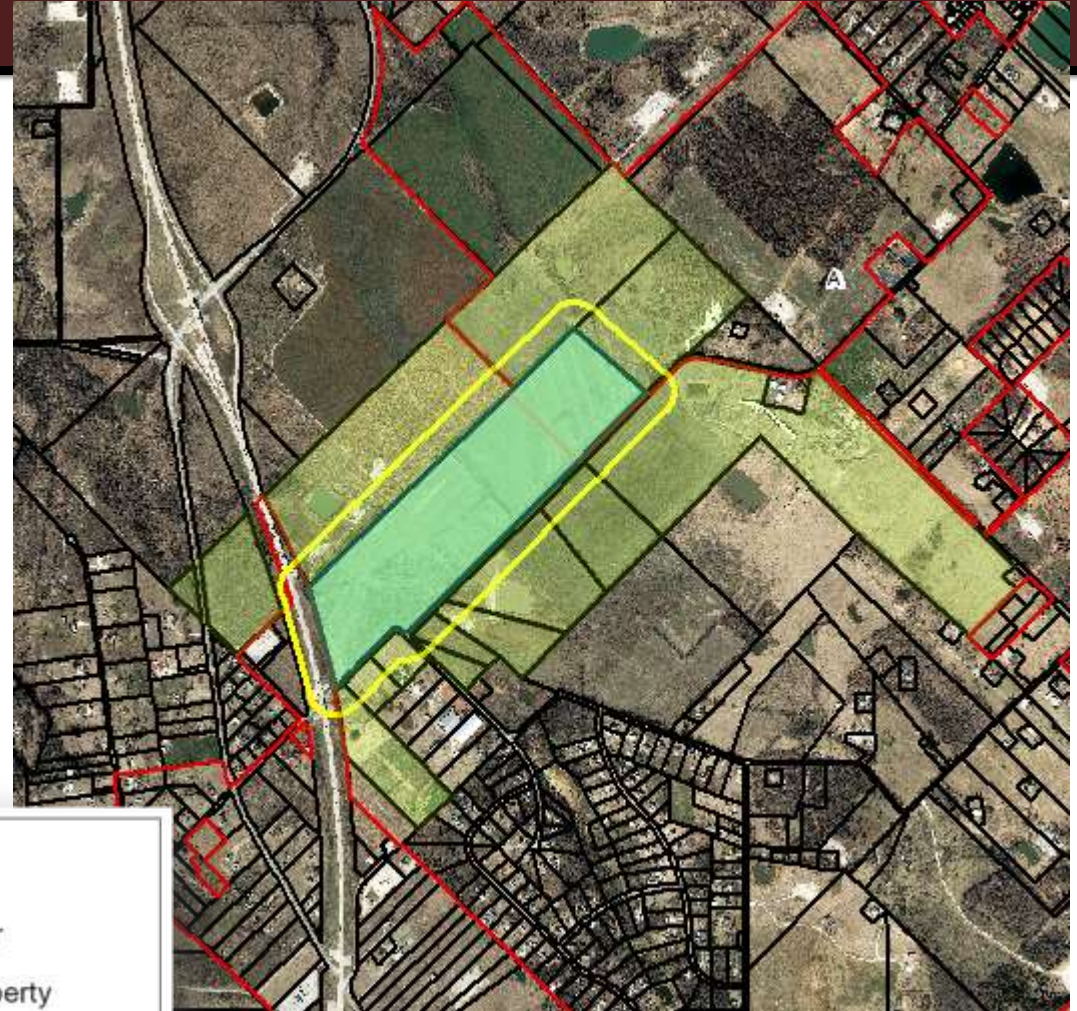
- 1** Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package.
- 2** Home cannot be of the same elevation of the same plan as the subject home. Cannot be the identical color package as the Subject home but may have the same brick.
- 3** Home may be of the same plan and elevation as the Subject home, but must be a different color package
- 4** May be identical to subject home




# Chisholm Summit PD (Phase C)

Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper  
Signs Posted on the property



**Legend**

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



# Chisholm Summit PD (Phase C)

## P&Z Summary

### Vote

Recommended approval unanimously

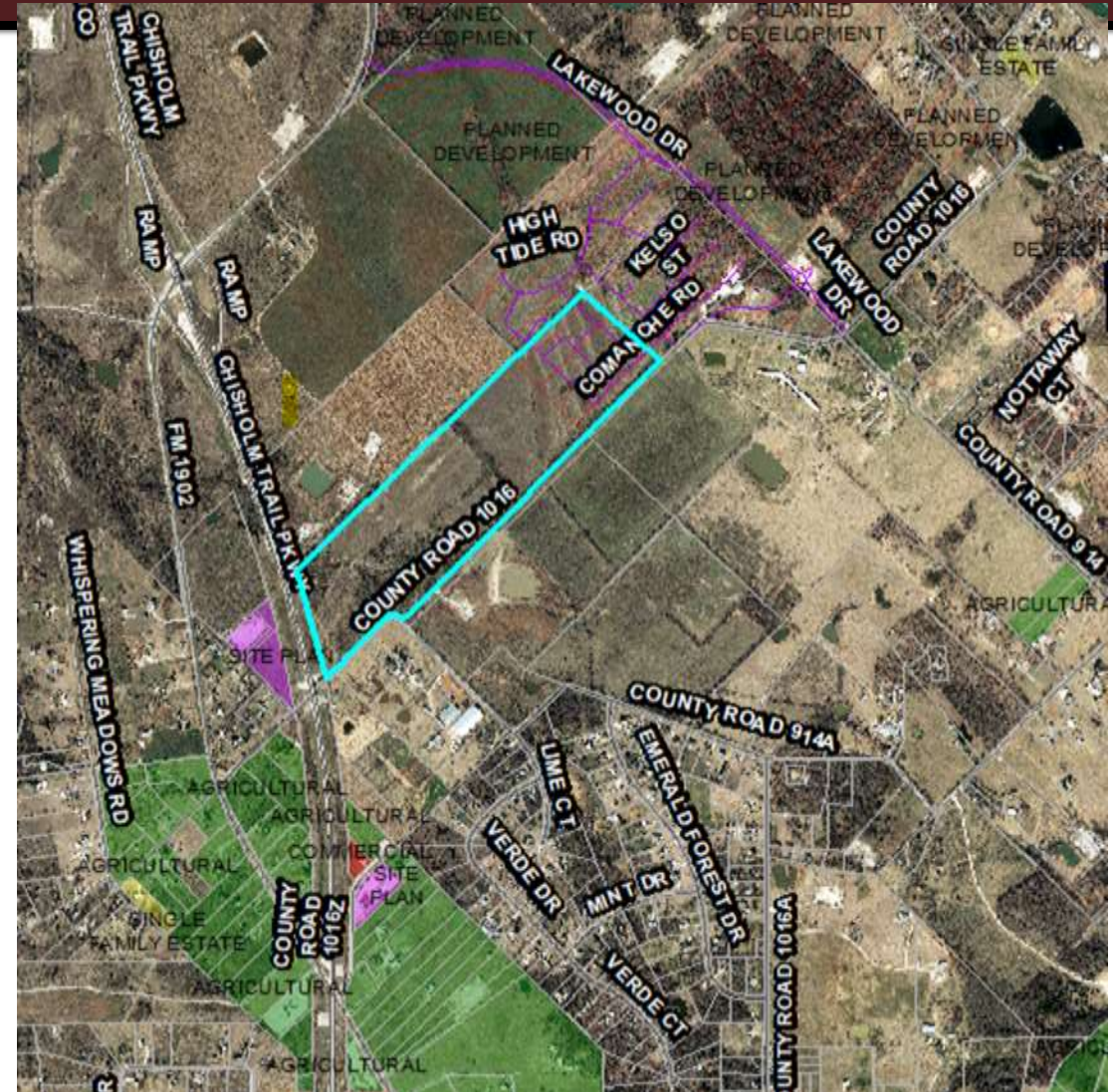
### Discussion

None

### Speakers

None

Applicant was present



# Chisholm Summit PD (Phase C)

## Staff's Recommendation

- Staff recommends approval of the zoning ordinance due to:
- Planned Development zoning for a master planned community provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.



**ORDINANCE**

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 88.140 ACRES OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 2 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, D.R.J.CT., AND TOGETHER WITH A PORTION OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, D.R.JCT., DEED RECORDS, JOHNSON COUNTY, TEXAS FROM DEFAULTED “A”, AGRICULTURE TO “PD” PLANNED DEVELOPMENT DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, an application for a zoning change was filed by **Justin Bond representing RA Development** on **December 9, 2024**, under **Case Number 24-367**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

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

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

## CHISHOLM SUMMIT PD ORDINANCE

City of Burleson, Texas voted **7 to 0** to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of defaulted **Agriculture (A) and Planned Development (PD)** to **Planned Development (PD)**; and

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

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

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

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

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

### **Section 1 MAP AND ZONING AMENDMENT**

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described by the metes and bounds attached as **Exhibit A**, by changing the zoning of said property from A, Agricultural and PD, Planned Development district to the PD, Planned Development district.

### **Section 2 DEVELOPMENT STANDARDS**

## CHISHOLM SUMMIT PD ORDINANCE

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances, as amended, except to the extent modified by the Development Standards attached as Exhibit B.

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

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

### **Section 7.**

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

### **Section 8.**

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00),



CHISHOLM SUMMIT PD ORDINANCE

and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**Section 9.**

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

**PASSED AND APPROVED:**

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

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

ATTEST:

APPROVED AS TO FORM:

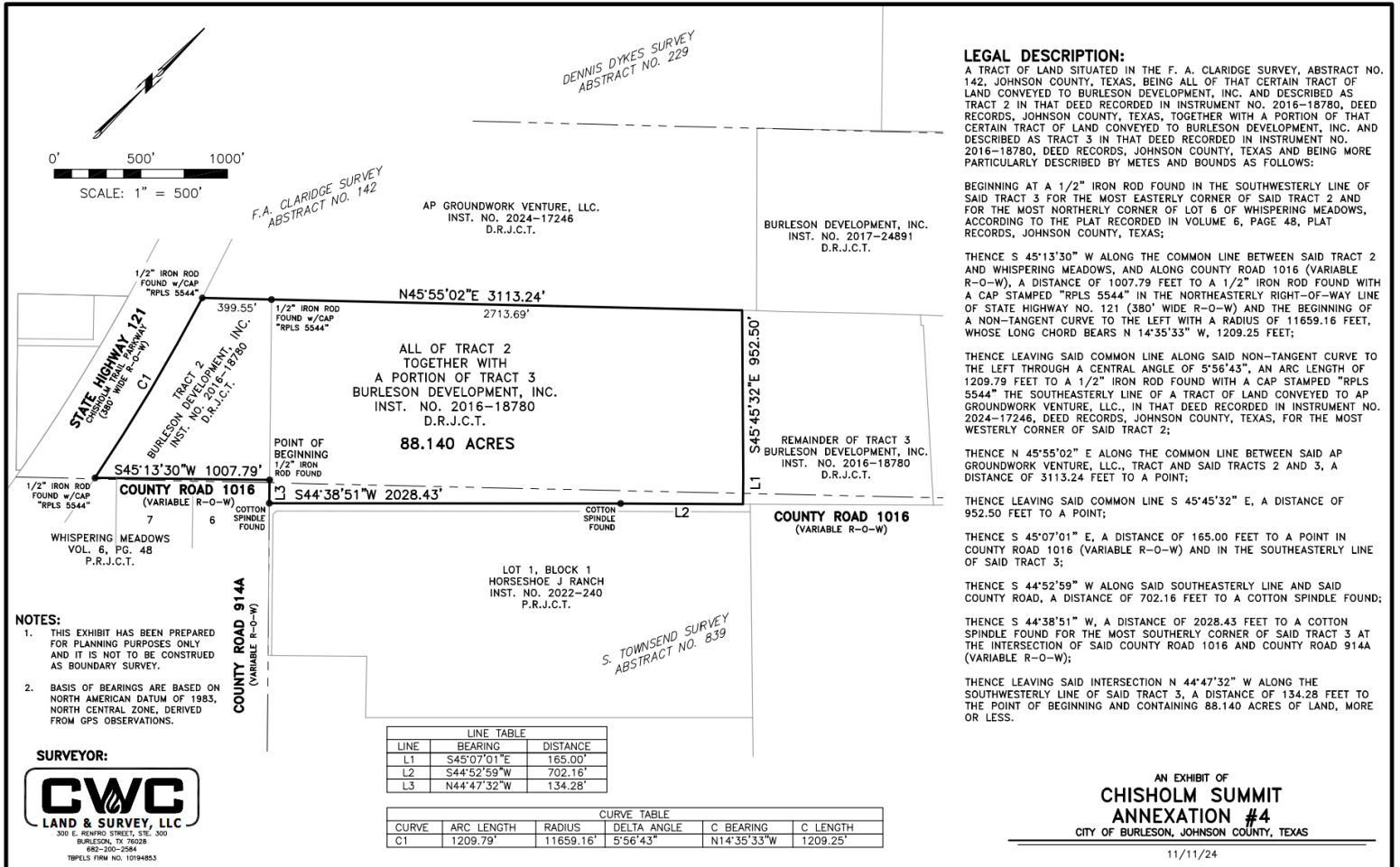
\_\_\_\_\_  
Amanda Campos, City Secretary

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

CHISHOLM SUMMIT PD ORDINANCE

EXHIBIT "A"

DESCRIPTION OF PROPERTY



- NOTES:**
1. THIS EXHIBIT HAS BEEN PREPARED FOR PLANNING PURPOSES ONLY AND IT IS NOT TO BE CONSTRUED AS BOUNDARY SURVEY.
  2. BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45°07'01"E	165.00'
L2	S44°52'59"W	702.16'
L3	N44°47'32"W	134.28'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	C BEARING	C LENGTH
C1	1209.79'	11659.16'	5°56'43"	N14°35'33"W	1209.25'

**SURVEYOR:**

**CWC**  
 LAND & SURVEY, LLC  
 300 E. RENOIR STREET, STE. 300  
 BURLESON, TX 75008  
 682-200-2584  
 TPELDS FIRM NO. 10194853

AN EXHIBIT OF  
**CHISHOLM SUMMIT**  
**ANNEXATION #4**  
 CITY OF BURLESON, JOHNSON COUNTY, TEXAS

11/11/24

**EXHIBIT "A"**  
**(Continued)**

**LEGAL DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE F. A. CLARIDGE SURVEY, ABSTRACT NO. 142, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 2 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS, TOGETHER WITH A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTHWESTERLY LINE OF SAID TRACT 3 FOR THE MOST EASTERLY CORNER OF SAID TRACT 2 AND FOR THE MOST NORTHERLY CORNER OF LOT 6 OF WHISPERING MEADOWS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 45°13'30" W ALONG THE COMMON LINE BETWEEN SAID TRACT 2 AND WHISPERING MEADOWS, AND ALONG COUNTY ROAD 1016 (VARIABLE R-O-W), A DISTANCE OF 1007.79 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (380' WIDE R-O-W) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 11659.16 FEET, WHOSE LONG CHORD BEARS N 14°35'33" W, 1209.25 FEET;

THENCE LEAVING SAID COMMON LINE ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°56'43", AN ARC LENGTH OF 1209.79 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO AP GROUNDWORK VENTURE, LLC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2024-17246, DEED RECORDS, JOHNSON COUNTY, TEXAS, FOR THE MOST WESTERLY CORNER OF SAID TRACT 2;

THENCE N 45°55'02" E ALONG THE COMMON LINE BETWEEN SAID AP GROUNDWORK VENTURE, LLC., TRACT AND SAID TRACTS 2 AND 3, A DISTANCE OF 3113.24 FEET TO A POINT;

THENCE LEAVING SAID COMMON LINE S 45°45'32" E, A DISTANCE OF 952.50 FEET TO A POINT;

THENCE S 45°07'01" E, A DISTANCE OF 165.00 FEET TO A POINT IN COUNTY ROAD 1016 (VARIABLE R-O-W) AND IN THE SOUTHEASTERLY LINE OF SAID TRACT 3;

THENCE S 44°52'59" W ALONG SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD, A DISTANCE OF 702.16 FEET TO A COTTON SPINDLE FOUND;

THENCE S 44°38'51" W, A DISTANCE OF 2028.43 FEET TO A COTTON SPINDLE FOUND FOR THE MOST SOUTHERLY CORNER OF SAID TRACT 3 AT THE INTERSECTION OF SAID COUNTY ROAD 1016 AND COUNTY ROAD 914A (VARIABLE R-O-W);

THENCE LEAVING SAID INTERSECTION N 44°47'32" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 134.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.140 ACRES OF LAND, MORE OR LESS.



**EXHIBIT “B”**

**CHISHOLM SUMMIT  
DEVELOPMENT STANDARDS**

**I. GENERAL**

1. Chisholm Summit is a mixed-use community purposefully designed to facilitate quality development and livability. Generous common open space is distributed throughout the community in the form of natural areas, over 90 acres of dedicated parkland, ten miles of interconnecting trail system, commercial areas, and other amenities. Initial phases known as Development Area “A” and “B” is comprised of approximately 170 acres with approximately 20 acres of dedicated parkland and trails, and the amenities as dictated herein.
2. Chisholm Summit is to be a master-planned community of approximately 823 acres on the west side of the City of Burleson near the Chisholm Trail Parkway and will be developed to include over 3,000 high-quality residential units. These standards apply to the current and all future phases of the Chisholm Summit development; however as future developments are annexed into the City of Burleson; staff and the Developer understand that changes may be evaluated and recommended.
3. Multifamily, MF/Senior Residential will not be developed in the initial phases (Development Area “A” and “B”). Specific multifamily standards will be incorporated and adopted by City Council in a future phase and revision to these standards.
4. Chisholm Summit is to be neighbored by Hooper Business Park, a development of the Burleson 4A Economic Development Corporation focused on attracting new jobs to the City through a professional office park setting.
5. The developers and land owners of the area comprising Chisholm Summit executed a Chapter 380 Development Agreement approved by City Council on June 7, 2021, which is recorded as CSO #1775-06-2021 (referred to herein as the “Development Agreement” or the “Agreement” and attached as Ordinance Exhibit “D”). The proposed development shall be in accordance with the provisions of the approved Planned Development District and that all approved Development Plans shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.
6. The terms and phrases used herein shall have the same definitions and meanings as provided in the Development Agreement; however, any term specifically defined herein shall supersede and take precedence over any definition in the Development Agreement.

**II. ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

1. All City ordinances are applicable unless otherwise specified in the Development Agreement or this Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement. Any concept plans included with these development regulations does not supersede the engineering design requirements contained with the City’s Code of Ordinances unless otherwise explicitly stated herein or a waiver has been granted by City Council
2. All state and federal regulations will apply. Consideration will be made for the application of updated City ordinances with updates to Planned Development Ordinances.
3. In the event a provision is not specified in the Agreement or this Planned Development Ordinance the City’s ordinances apply. In the event of a conflict between the Agreement or the Planned Development Ordinance and the City’s ordinances, the Agreement or the Planned Development Ordinance apply. In the event of a conflict between the Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

**III. PROCESS**

1. The Development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included in the Agreement for Planning and Zoning Commission and City Council review. The Development Plan(s) will be comprised of multiple phases (known as “Development Sections”) and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests.
3. Maintenance of Facilities. The Developer shall show evidence, with the filing of the final plat, that a homeowners’ association has been established and assigned the responsibility of the improvement and maintenance of all common areas and/or common facilities contained within the area of the development plan that is being platted.

**IV. THEME**

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, lighting, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorial representations in the exhibits.

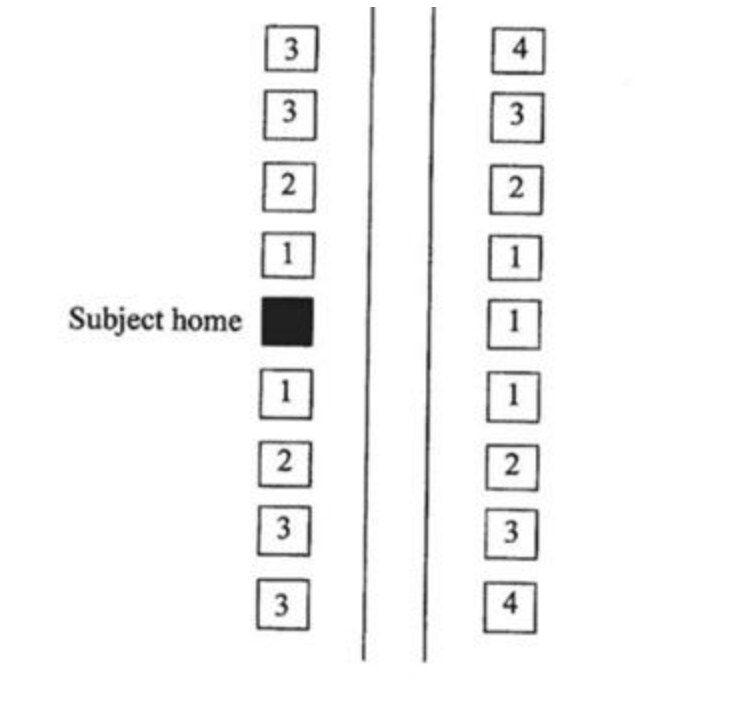
3. The general components of the theme can be described literally as:
  - a. “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
  - b. “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
  - c. “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

**V. RESIDENTIAL LOT STANDARDS**

**1. General Requirements**

- a. Single-family residential development in Chisholm Summit will adhere to one of the categories provided in this Section.
- b. All references to the Zoning Ordinance are the City of Burleson’s Code of Ordinances governing development in the associated categories at the time of the initial adoption of this Planned Development Ordinance.
- c. Landscaping requirements for single-family residential areas, except for those that state their own requirements, shall be:
  - i. Total landscape area, no less than 10 percent of lot area
  - ii. Five (5) plants (shrubs and/or groundcover per dwelling unit) with a minimum gallon size of 5.
  - iii. Two canopy trees at a minimum of 3 caliper inches. At a minimum one of the trees shall be located in the front yard
  - iv. 50 percent of all required landscape elements must be located in the front yard (area between the building and the street)
  - v. Landscaping shall be installed prior to final inspection approval for any dwelling unit.
- d. An exception to the strict compliance of these standards in this Ordinance may be allowed by City Council on a case-by-case basis when Applicant demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:
  - i. Is not contrary to the public interest;
  - ii. Does not cause injury to adjacent property;
  - iii. Does not materially adversely affect the quality of the development; and
  - iv. Is not inconsistent with the most recently adopted Concept Plan.
- e. Anti-monotony standards require that no dwelling with the same architectural elevation and color may be within three (3) lots of each other, as shown in the exhibit below.





- 1** Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package.
- 2** Home cannot be of the same elevation of the same plan as the subject home. Cannot be the identical color package as the Subject home but may have the same brick.
- 3** Home may be of the same plan and elevation as the Subject home, but must be a different color package.
- 4** May be identical to subject home.

**2. Residential Use Categories**

- a. Zoning regulations and districts for residential development are allowed for the following categories as described herein and, where applicable, as established in the City Code of Ordinances, Appendix B – Zoning, Article III – Zoning Districts, as adopted by City Council at the time of initial adoption of this Planned Development ordinance.
  - i. SFA-25, single-family attached townhomes
  - ii. SFR-40, single-family 40-ft residential patio
  - iii. SFR-56, single-family 56-ft residential cottage
  - iv. SFR-60, single-family 60-ft residential traditional
  - v. SFR-70, single-family 70-ft residential traditional
  - vi. SFR-80, single-family 80-ft residential traditional
  - vii. SFRE, single-family residential estate
  - viii. SF-AA, 55+ active-adult residential
  - ix. MF, multifamily / senior residential

**3. Zoning Category – SFR-A, Single-Family Attached Townhomes**

- a. General Description. The SFR-A single-family attached dwelling district is established to provide adequate space for medium-density, single-family attached type residential development.
- b. Underlying Standards. This district will adhere to the SFA zoning district as established by the City of Burleson Zoning Ordinance, Section 58, unless specifically altered in this section.
- c. Lot Dimension Calculation.
  - i. The average width of a lot may be calculated as the total width of all platted lots of the one-family attached dwelling complex contained within that block divided by the number of dwellings in the complex.
  - ii. The area of a lot may be calculated as the total square footage of all platted lots of the one-family attached dwelling complex divided by the number of dwellings in the complex for each block.
  - iii. The maximum width of a one-family attached dwelling complex utilizing this calculation shall be limited to 125 feet. The maximum number of dwellings shall be limited to five.
- d. Lot Size. The minimum area allowed per lot is 2500 square feet.
- e. Lot Coverage. The maximum coverage per lot is 70 percent.
- f. Lot Depth. The minimum depth allowed per lot is 100 feet.
- g. Building Height. The maximum height allowed is 40 feet.
- h. Units per Building. Maximum number of units per building is 5 units.
- i. Front Patio Area. A concrete patio area will be required including a fencing of the patio with maximum four-foot tall wood cedar fence (horizontal) or maximum four-foot tall black ornamental metal fence (vertical). Patio may be a maximum of 15-foot wide and 17-foot deep. Depth of front yard will be increased to twenty (20) feet for these units and patio may be placed in the front yard.
- j. Yard Area Requirements.
  - i. Front yard setback – 20 feet
  - ii. Side yard setback (interior lot) – 0 feet
  - iii. Side yard setback (exterior lot between buildings) – 5 feet
  - iv. Side yard setback (exterior lot street or alley corners) – 10 feet
  - v. Rear yard setback – 20 feet
  - vi. Garage door setback – 20 feet
  - vii. Front yard projections into setback – 3 feet

## CHISHOLM SUMMIT PD ORDINANCE

- viii. Rear yard projections into setback – 2 feet
  - ix. Side yard projections into setback – 30 inches
  - x. Courtyard within front yard setback will be permitted to within 3 feet of front property line.
  - xi. Fencing within front yard setback will be permitted to within 3 feet of property line.
  - xii. Fencing to be provided at a maximum of 48” height.
  - xiii. Accessory trellis within front yard setback permitted to within 3 feet of property line.
  - xiv. Minimum lead sidewalk width will be 3 feet.
- k. Roof Pitch. A minimum roof pitch of 4:12 will be allowed. No minimum pitch is required for accent or dormer roofs.
- l. Landscaping. An ornamental tree (30 gallon) will be provided at a minimum of one (1) per dwelling unit and (1) canopy tree per complex (as defined above in section 3.c.iii). Three shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.
- m. Open Space. Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance.
- n. Exemptions. Dwellings in this category are exempt from the anti-monotony standards expressed in this Ordinance or any city ordinance.
- 4. Zoning Category – SFR-40, Single-family 40-ft Residential Patio**
- a. General Description. Single-family residential units typically classified as Patio or Garden Homes. Ingress/egress may be allowed, but is not required, from access drives or parking areas connecting to adjacent public or private alleys. Requirements for single-family development shall be governed by standards as described herein. Anything not addressed in this zoning category will follow regulations within the City of Burleson’s Zoning and Subdivision Ordinances. In the event of conflicts between these regulations and the City’s Ordinances, these regulations will apply.
  - b. Density. The maximum allowed density for any land tract classified as SFR-40 will be 8.0 units per acre.
  - c. Required Parking. Parking requirements shall adhere to the following regulations:
    - i. One (1) off-street parking space shall be provided for each single-family dwelling unit.
    - ii. Parking shall be permitted on an improved and approved surface located within a side or rear yard area.



## CHISHOLM SUMMIT PD ORDINANCE

- d. Alleys. If an alley is elected as the means of access for driveways, the alley shall be a 20-foot paved concrete area within a 22-foot alley access easement or right-of-way. Alley width may be reduced to a 12-foot paved concrete area within a 15-foot alley access easement or right-of-way under the provision that the alley is signed as one-way only. If an alley is to be utilized as a fire lane, it shall be constructed to fire lane standards per the City's Code of Ordinances.
- e. Minimum Dwelling Size. Dwelling unit minimum will be 1,200 square feet. Minimum floor area shall exclude common corridors, basements, open and screened porches or decks and garages.
- f. Lot Area. The minimum area of any lot shall be four thousand (4,000) square feet.
- g. Lot Width. The width of any lot shall not be less than forty (40) feet.
- h. Lot Depth. The minimum depth of any lot shall not be less than one hundred (100) feet.
- i. Front Yard. The minimum depth of the front yard shall be fifteen (15) feet.
- j. Side Yard. A side yard adjacent to a street shall be a minimum of five (5) feet unless there is an easement then it shall be ten (10) feet. A building separation of ten (10) feet shall be provided between single-family structures. Nothing in this section is intended to or shall eliminate or supersede any requirements of the City of Burleson's building or fire codes that establish regulations dealing with building separations or fire resistive construction.
- k. Rear Yard. The minimum depth of the rear yard shall be fifteen (15) feet. Nothing in this section is intended to or shall eliminate or supersede any requirements of the City of Burleson's building or fire codes that establish regulations dealing with building separations or fire resistive construction.
- l. Building Height. The permitted height of all single-family residential structures shall not exceed two and a half (2.5) stories.

### **5. Zoning Category – SFR-56, Single-family 56-ft Residential Cottage**

- a. A Traditional Neighborhood Design (TND) Plan shall be established for this zoning category. Traditional Neighborhood Development or TND is an area designated with development characteristics that:
  - i. Utilizes traditional masonry, stone or other exterior building products, such as cementitious fiber board;
  - ii. Reflects historic architecture applicable to the region, such as Texas Prairie, Craftsman, Bungalow, Texas Hill Country, or other historically significant architecture found throughout Texas history.

- b. The building design shall generally conform to Conforming TND Examples (depicted in section 5. H below) and shall feature the mandatory architectural features below
  - i. Building design shall exhibit articulated wall planes with sufficient wall plane fenestration and ornamentation to avoid a flat, un-articulated visual appearance similar to the examples given.
  - ii. Front entry garages shall be prohibited within fifty-feet (50') from the fronting street right-of-way (interior lots), and within twenty (20') feet for corner lots which is applicable only for a garage entering off the side street.
  - iii. Detached front entry garages for single family detached residences shall be defined as an accessory structure save and except an open breezeway.
    - 1. Garages shall conform to the building setback requirements specified and with the density and dimensional standards shown on the Density and Dimensional Table.
    - 2. Breezeways shall (a) be a minimum of four-feet in width not exceeding 12-feet in width measured from eave to eave, (b) have a one-hour fireblock installed at each roof connection, and (c) be constructed with roofing material that has the same roofing classification as the primary structure.
    - 3. No structures will share a common wall.
  - iv. Building design for single family detached residences shall exhibit a pedestrian scale by the incorporation of front facing porches or verandas for a minimum fifty percent (50%) of all single family dwellings constructed per phase.
    - 1. All front porches built for single family detached residences shall have a minimum depth of five feet (5').
    - 2. All front porches built for single family detached residences to have a minimum floor area of no less than forty square feet (40 SF).
- c. The use of cementitious fiber board siding and engineered wood siding (with at least a 20 year warranty), stone and masonry, shall be allowed for residential structures designed with a distinctive and articulated building design that is based on an historic architectural style for residential design.
  - i. A "Masonry TND Residence" shall be defined as one constructed with brick or stone masonry that consumes more than twenty-five percent (25%) of each front and side exterior wall surfaces, or a collective series of exterior wall surfaces, composing a front and/or side façade. The rear and remaining facades may be constructed of cementitious fiber board or engineered wood siding with at least a 20-year warranty.
  - ii. A "Siding TND Residence" shall be defined as one constructed entirely with cementitious fiber board or engineered wood siding with at least a 20 year warranty. The use of brick or stone masonry shall not consume more than twenty-five percent (25%) of an exterior wall surface, or a collective series of exterior wall surfaces, composing a front and/or side façade.

CHISHOLM SUMMIT PD ORDINANCE

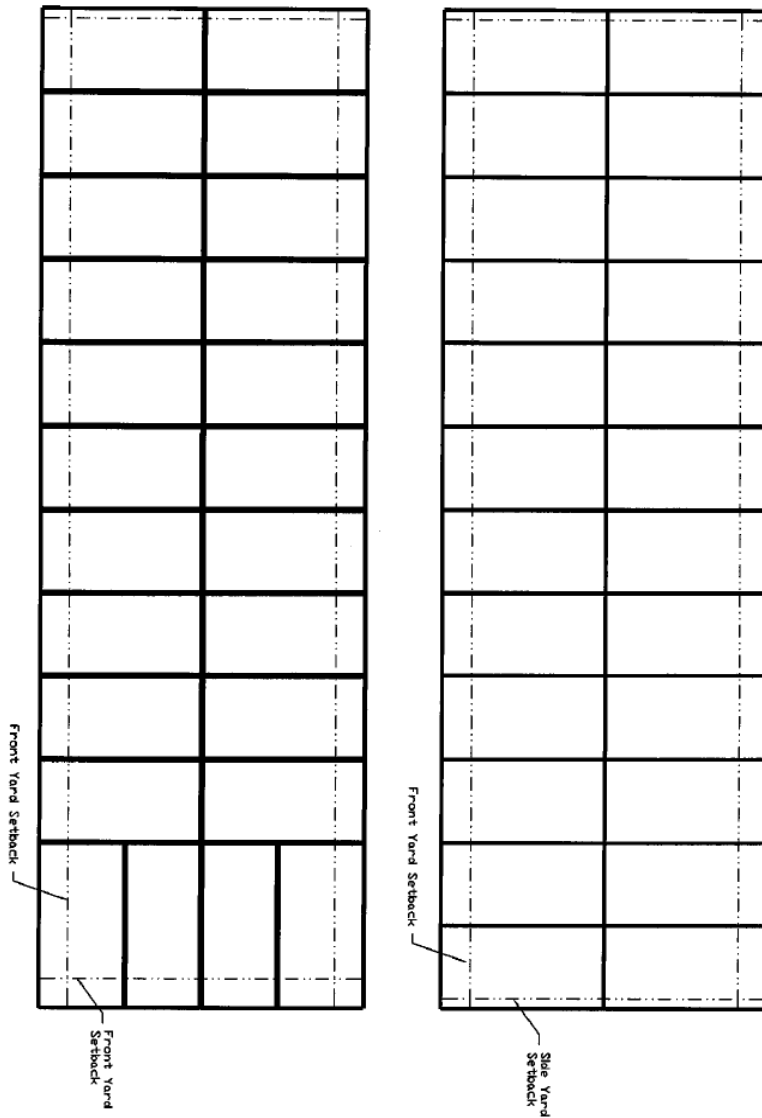
- iii. The developer/builder reserves the right to construct either the “Masonry” or “Siding Board” styled residences as shown on the Concept Plan attached as Exhibit B to this Ordinance; no more than 50 percent of SFR-56 lots shall be “Siding TND Residence” for any phase.
  - iv. Dwellings in this category are exempt from the masonry requirement stated in other sections of this Ordinance.
- d. Minimum roof pitch for single family detached structures to be 5:12 for all roof structures covering main (climate controlled) living areas.
- e. A minimum roof pitch of 3:12 shall be permitted for front yard porches and all garage structures.
- f. Parking. Each dwelling shall have at a minimum one (1) parking space within the garage, as well as having two (2) parking spaces in the driveway.
- g. Density and Dimensional Table

Building Type/Use	Minimum Living Area SF per Unit  Minimum Living Area (SF)	Minimum Lot Sizes & Dimensions			Min Yard Setbacks in Feet							Max. Height (Feet)	Max. Bldg. Cov.
		Lot Size (SF)	Width (Feet)	Depth (Feet)	Min Yard Setback - Front for Main Residence	Min Yard Setback - Front for Street Facing Porches	Min Yard Setback - Front for Garage	Min Yard Setback - Internal Rear	Min Yard Setback - Internal Side	Min Yard Setback - Side and Rear on Street w/ equal or less than a 50-foot right-of-way	Min Yard Setback - Side and Rear on Street greater than 50-foot right-of-way	Max. Height (Feet)	Max. Bldg. Cov.
Single Family Detached SFR-56  (Zero-Lot-Line w/ Detached Front Entry Garage in Rear Yard)	1,400	6,500	56	120	15	15 <sup>(1)</sup>	50' for front entry config.  20' for corner lots with a side-entry config.	10' for Main Res.  3' for Detached Garage <sup>(2)</sup>	5  3 for Detached Garage <sup>(2)</sup> <sup>(3)</sup> <sup>(5)</sup>	15 for all bldgs. <sup>(4)</sup>	20 for all bldgs. <sup>(4)</sup>	35 (To top plate)	70%

- (1) All front porches built for single family detached residences to have a minimum depth of five feet (5') and minimum floor area of 40 square feet..
- (2) All detached garage structures shall maintain a minimum six foot (6') separation from the main dwelling and a minimum of 10' from any other vertical structure within the Zoning Area.
- (3) The water's edge of a below-grade pool structure shall be permitted to be constructed within ten feet (10') of any type of rear or side lot line. No pool structures, or any other type of accessory structure, shall be constructed within an existing utility easement.
- (4) The setback will be measured from the edge of street right-of-way.
- (5) There shall be no structure that shares a common wall.

- h. Front and Side Yard setback configurations for block face.





i. Conforming façade examples for Single Family Detached

Masonry TND example



CHISHOLM SUMMIT PD ORDINANCE

Siding Board example



- j. Non-conforming façade examples for Single Family exist if one or more of the following elements are present:
  - i. Design exhibits a flat appearance with minimal building fenestration and ornamentation
  - ii. Garage serves as 40% or greater of the front facing façade or serves as the forward most front wall plane.
  - iii. Design does not include a covered porches with a minimum depth of five (5) feet and verandas for those dwellings incorporating this design element per Sec. 5.b.iv above.
  - iv. Appearance is of a contemporary design and not in keeping with the TND concepts as shown above in subsection (h), such as lacking a covered front porch, varying roof pitches, or where the garage is attached and/or forward of the front entry.
  - v. Building proportions present and image perceived as being too volumetric and bulky to include attached garages, lacking a covered front porch with a different roof pitch than the main structure, and/or the structure appears as a square or rectangular structure lacking design articulation from the roadway.

NON-CONFORMING

Examples of facades that do not conform to TND requirements.



**6. Zoning Category – SFR-60, Single-family 60-ft Residential Traditional**

- a. General Description. The SFR-60 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings on lots not less than 7,200 square feet.
- b. Underlying Standards. This district will adhere to the SF-7 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
- c. Lot Size. The minimum lot size is 7,200 square feet.
- d. Lot Width. The minimum lot width is 60 feet.
- e. Density. The maximum density is 4.25 residential dwelling units per acre.
- f. Home Size. The minimum home size shall be 2,000 square feet.
- g. Minimum front yard setback.
  - i. 25 feet when mixed in the same block with SFR-70 and/ or SFR-80 or SFRE lots.
  - ii. 20 feet when mixed in the same block with SFR-A and/or SFR-40 or SFR-56 lots.
- h. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 50 percent of the overall front façade. For any garage that constitutes more than 40 percent of the front façade, a decorative wooden garage shall be required.
- i. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- j. Roof pitch. Minimum roof pitch shall be 5:12.

**7. Zoning Category – SFR-70, Single-family 70-ft Residential Traditional**

- a. General Description. The SFR-70 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
- b. Underlying Standards. This district will adhere to the SF-10 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.



- c. Lot Size. The minimum lot size is 8,400 square feet.
- d. Lot Width. The minimum lot width is 70 feet.
- e. Density. The maximum density is 3.50 residential dwelling units per acre.
- f. Home Size. The minimum home size shall be 2,200 square feet.
- g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 50 percent of the overall front façade. For any garage that constitutes more than 40 percent of the front façade, a decorative wooden garage shall be required.
- h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- i. Roof pitch. Minimum roof pitch shall be 5:12.

**8. Zoning Category – SFR-80, Single-family 80-ft Residential Traditional**

- a. General Description. The SFR-80 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
- b. Underlying Standards. This district will adhere to the SF-16 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
- c. Lot Size. The minimum lot size is 9,600 square feet.
- d. Lot Width. The minimum lot width is 80 feet.
- e. Density. The maximum density is 3.25 dwelling units per acre
- f. Home Size. The minimum home size is 2,500 square feet.
- g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 40 percent of the overall front façade. Side entry and/or “J” (swing) entry garages shall incorporate no less than 20 percent of the housing type for this product within any given phase of the project.
- h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- i. Roof pitch. Minimum roof pitch shall be 5:12.

**9. Zoning Category – SFRE, Single-family Residential Estate**

- a. General Description. The SFRE single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
- b. Underlying Standards. This district will adhere to the SF-16 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
- c. Lot Size. The minimum lot size is 12,000 square feet.
- d. Lot Width. The minimum lot width is 100 feet.
- e. Density. The maximum density is 2.75 dwelling units per acre.
- f. Home Size. The minimum home size is 2,800 square feet.
- g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 40 percent of the overall front façade. Side entry and/or “J” (swing) entry garages shall incorporate no less than 20 percent of the housing type for this product within any given phase of the project.
- h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- i. Roof pitch. Minimum roof pitch shall be 5:12.

**10. Zoning Category – SFR-AA, 55+ Active-Adult Residential**

- a. Permitted Uses. The following shall be permitted by right:
  - i. Single-family detached dwelling, age restricted to residents 55 years of age and older, per the Federal Housing Law
  - ii. Activity Center (minimum of 2,200 square feet)
  - iii. Community Pool (minimum of 500 square feet)
  - iv. Secondary amenity building (minimum of 600 square feet)
- b. Accessory Uses
  - i. Gazebos
  - ii. Pavilions
  - iii. Tennis and Sport Courts
  - iv. Accessory Buildings

CHISHOLM SUMMIT PD ORDINANCE

- v. Pond
- vi. Putting Green

- c. Landscape Setback. There shall be a landscape setback with a minimum width of twenty (20) feet from the perimeter property line to a residential structure. Trails shall be permitted within the landscape setback easement.
- d. Building Lines. If the property is platted as a single lot, building lines will be required to be shown on the plat when submitted for approval.
- e. Area Requirements. This zoning category will be a condominium community and individual dwelling units will not be platted into individual residential lots. The site will remain as one lot. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Side Yard Setback (Between Buildings)	Front Yard Setback (Front of Building to Back of Curb)	Rear Yard Setback (Between Buildings)
6' Minimum	20' Minimum	20' Minimum

f. Development and Performance Standards

Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Maximum Height	Maximum Lot Coverage (percent of lot area)	Minimum Dwelling Size (square feet)
N/A	N/A	N/A	35' or 2 ½ Stories	65%*	1,100**

\* Lot Coverage based on total building coverage (excluding accessory uses) for the entire site.

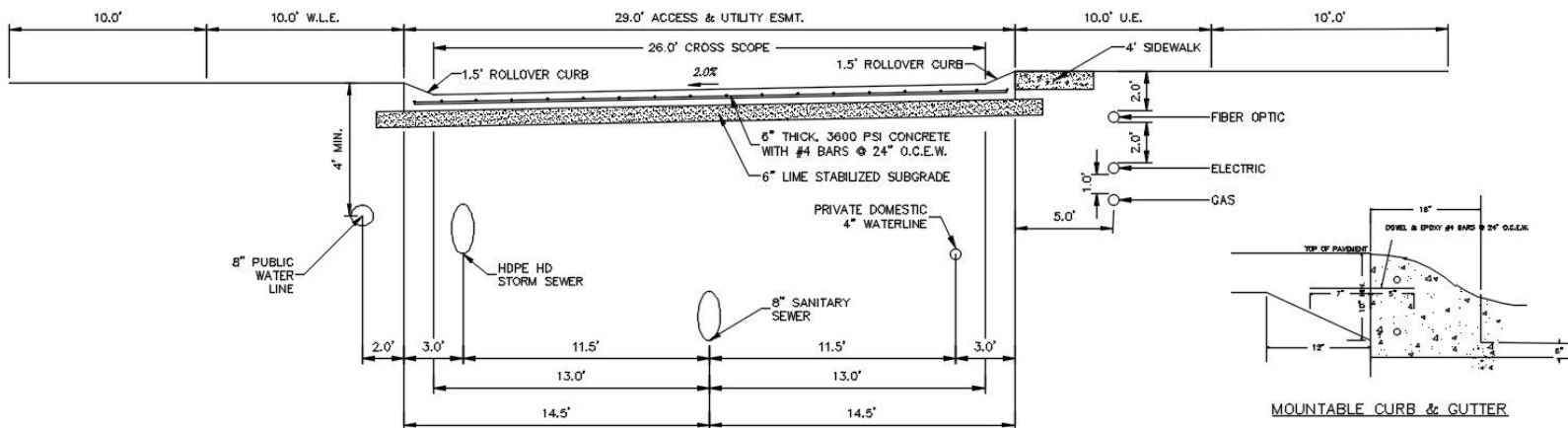
\*\* Air-conditioned space.

- g. Residential Density. The residential density shall not exceed 7 units per acre (du/ac). Residential density shall be calculated using the gross land area of the development platted lot.
- h. Building Design
  - i. Residential buildings and the activity center shall be one hundred (100) percent masonry, brick or stone, on the first floor. An exception to that requirement is if the Activity or Secondary Amenity Building use the Craftsman/Farmhouse style in which they may have up to one hundred (100) percent cementitious fiberboard lap-siding.
  - ii. Cementitious fiberboard may constitute up to one hundred (100) percent of the exterior facades of stories other than the first floor.



# CHISHOLM SUMMIT PD ORDINANCE

- i. Trails, Screening and Landscaping
  - i. A landscape plan will be provided with the construction plans for each platted lot.
  - ii. There shall be an ornamental metal fence of at least six (6) feet in height or pre-cast wall of at least six (6) feet in height located around the perimeter of the property.
  - iii. Each front yard shall have one (1) canopy tree with a minimum caliper size of four (4) inches, as measured six (6) inches above grade, from the City’s approved plant list at the time of the adoption of this ordinance.
  - iv. Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four (4) feet and a maximum height of six (6) feet.
  - v. Residential fencing shall be permitted within the 20’ perimeter landscape buffer.
  
- j. Parking. Each dwelling shall have at a minimum one (1) parking space within the garage, as well as having two (2) parking spaces in the driveway. Off street parking shall be allowed in areas shown on the approved plat.
  
- k. Streets and Access. The proposed streets shall be privately maintained by the Homeowner’s Association of the platted lot. Private streets shall conform to the street section as approved by the construction plans of the platted lot. The private street will adhere to the section included below.



TYPICAL 29’ STREET SECTION

- l. Open Space. Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance.
  
- m. Amenities. The developer shall provide a detailed site plan approved by City Council for each SF-AA 55+ development with a minimum of one (1) primary amenity to be completed prior to the final inspection of the 80<sup>th</sup> SFR-AA 55+ unit

from the permitted uses and one amenity from the accessory uses to be completed prior to the final inspection of every 40<sup>th</sup> unit after the initial 80 units.

**VI. LOT STANDARDS - GENERAL**

1. Lot Distribution. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

<i>Lot Type</i>	<i>Underlying Standards</i>	<i>Minimum Lot Frontage</i>	<i>Minimum Lot Size</i>	<i>Minimum Home Size</i>	<i>Planned Units</i>	<i>Planned Percentage</i>	<i>Allowable Percentage Range</i>
Townhomes SFR-A	PD Section V-3	25'	2500	1000	175	2.16%	0 – 5%
40' Res. Patio (SFR-40)	PD Section V-4	40'	4000	1200	545	15.00%	0 - 15%
56' Res. Cottage (SFR-56)	PD Section V-5	56'	6500	1400	315	11.51%	0 - 15%
60' Res. Traditional (SFR-60)	PD Section V-6	60'	7200	2000	710	28.73%	0 - 40%
70' Res. Traditional (SFR-70)	PD Section V-7	70'	8400	2200	155	7.32%	0 – 15%
80' Res. Traditional (SFR-80)	PD Section V-8	80'	9600	2500	320	17.26%	10% - No Max
Estate (SFRE)	PD Section V-9	100'	12000	2800	45	3.03%	0% - No Max
55+ Residential (SFR-AA)	PD Section V-10	50	5000	1100	355	9.98%	0 – 10%
MF/Senior Residential (MF)	PD Section XV	N/A	1500	n/a	595	5.02%	0 – 10%

- a. The categories of SFR-40, SFR-56 and SFR-60 comprise the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
  - b. The MF district shall incorporate senior living components of at least 25% of the category.
2. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

**VII. ARCHITECTURAL STANDARDS**

1. Masonry standards. Pursuant to the Development Agreement, the City Council of the City of Burleson and parties to the Development Agreement designated the district as an area of architectural importance and significance for the purposes of Chapter 3000 of the Texas Government Code (the “Code”). In accordance with the Agreement and pursuant to Section 3000.002(d) of the Code, the district is subject to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of June 7, 2021, that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building in the district, including but not limited to Article XVI (Masonry Construction Standards) of Chapter 10 (Buildings and Building Regulations) of the City of Burleson Code of Ordinances, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. Additionally, in accordance with the Agreement and pursuant to Section 3000.002(d) of the Code, the district is subject to the application of the regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.
2. Unless otherwise provided in this Ordinance, the Development shall adhere the City’s zoning ordinances to establish uses and design standards for any lot categories that have been identified and are in effect at the time the Planned Development ordinance is initially approved.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street. For homes on corner lots or where there is a direct line of sight to full side of home, the minimum design features must be at least six (6) of the following. Elevation and design standards specifically stated under the specific zoning type shall be adhered to over these standards.
  - a. Carriage style garage door
  - b. Garage door not facing the street
  - c. Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
  - d. Eyebrow or arched front windows
  - e. Cast stone accents on the front elevation, minimum of 3% of front elevation
  - f. Covered front porches of a minimum of 50 square feet
  - g. Front porch railings of either wood or wrought iron

## CHISHOLM SUMMIT PD ORDINANCE

- h. Front door with at least 20% area covered with decorative glass or wrought iron
  - i. Cupolas or turrets
  - j. Dormers
  - k. Gable
  - l. Decorative attic or gables feature, minimum 2 square feet
  - m. Two or more offsets in the front façade of at least 24” depth
  - n. Metal roof accents
  - o. Recessed entry, a minimum of three (3’) deep
  - p. Variable roof pitch equal to or greater than 8:12
  - q. Exterior shutters on at least 75% of the windows on the front façade
  - r. Masonry arches
  - s. At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat. These standards may alternatively be incorporated into the homeowners’ association documents which shall be filed as a part of the deed.

### **VIII. OPEN SPACE/PARKS**

1. An overall plan with a description and distance of each open space and parks improvement is included as an exhibit to this ordinance.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City’s Subdivision and Development Ordinance at the time of the Development Agreement, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres of parkland which has been established in the Agreement as a satisfaction of the parkland dedication requirement.
  - a. Dedication of property by the Developer shall satisfy any contribution typically required by the builder of homes in the community or otherwise incurred at the time of final plat. The park dedication in this section shall fully satisfy the park dedication requirement.
4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City’s current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.



## CHISHOLM SUMMIT PD ORDINANCE

5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
  - a. The establishment of a Public Improvement District will replace improvement fee requirement typically required by the builder of homes in the community or otherwise incurred at the time of final plat. The park infrastructure fee in this section shall fully satisfy the park infrastructure fee requirement.
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats. All amenities and trails for each platted area shall be installed and accepted by the City prior to the final inspection approval for any residence in that phase.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan in the Development Agreement shows conceptual locations of planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided.
  - a. The community park shall be a minimum of 10 acres and shall generally conform to the Community Park concept included as an exhibit.
  - b. Neighborhood Parks shall generally conform to the Neighborhood Park concept included as an exhibit.
  - c. Parks shall generally be constructed in accordance with the following:
    - (i) Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.
    - (ii) Community Park shall include the Community Building that follows the description in these standards. The Community Building shall be a minimum of 2,400 square feet in size.

CHISHOLM SUMMIT PD ORDINANCE

- (iii) At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- (iv) With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided.
- (v) All parks to be managed and maintained by an association management company with funding participation by the PID unless expressly agreed to otherwise by the City. At the expiration of the current PID assessment, or when otherwise agreed to by City Council, maintenance responsibility will be established for the parks (i.e. a new PID assessment, HOA dues, City funds, or alternative solution).
- (vi) The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted prior to or concurrent with the construction plans for the surrounding infrastructure in that phase and shall be approved by City Council. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.

<b>Park Amenities</b>	<b>Community Park</b>	<b>Neighborhood Park</b>
Minimum acreage	10	3
Off Street Parking	R	O
Playground (min 1000 square feet)	R	R
Restroom	R	O
ADA Accessibility	R	R
<b>Site Furnishings</b>		
Benches (3 per acre)	R	R
Picnic Tables (2 per acre)	R	R
Trash Receptacles (2 per acre)	R	R
Pet Waste Stations (1 per 1,000-ft of trail)	R	R
Landscape Improvements (Irrigated)	R	R
Signage (to be approved by Parks)	R	R
Drinking Fountains (1 for every 5 benches)	R	R
Trails/Pathways	R	R

CHISHOLM SUMMIT PD ORDINANCE

Shade over play features (min. 2 per playground)	R	R
Bike Racks (2 per Community/Neighborhood Park)	R	R
BBQ Pits (1 for every 4 picnic tables)	R	O
Lighting	R	R
<b>Optional Amenities</b>		
<b>Primary</b>		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts (min.3 for Community Park)	O	O
Sports Fields (min. 2 for Community Park)	O	O
Ponds	O	O
Skate Park (min. 3,000 square feet)	O	O
Dog Park (min 15,000 square feet)	O	O
Splash Pad (min 1,500 square feet)	O	O
Fishing pier	O	O
Musical Play Features (min. 2 stations)	O	O
<b>Secondary</b>		
Natural Area (min. 25,000 square feet)	O	O
Gardens (min. 1,000 square feet)	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground) (1 for every 5 picnic tables)	O	O
Shelters (min. 4 shelters)	O	O

R = Required | O = Optional

- 1) The Community Park shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
  - 2) Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
  - 3) Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- d. The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. It is comprised of two separate buildings:
- (i) Horse Facility - The existing horse facility is located at the eastern property shown on PD attachment (d) along County Road 1016. The facility is

approximately 30,000 square feet, open-air and under-roof and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

(ii) Visitor Center / Offices – The existing 3,000 square feet house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.

**IX. LANDSCAPING**

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails. All landscaped areas to be irrigated with a quick connect within 50 feet of every ornamental bed.
3. Street trees will be utilized primarily as an addition to the median but may be located within the parkway upon approval by the City. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections. Street trees shall be consistent throughout these areas of the development and selected from the list below. Street trees located within the parkway shall be ornamental trees selected from the “Small Trees” list below and spaced not to exceed 20 feet on center. Trees located outside of the parkway shall be selected from either the “Medium Trees” or “Large Trees” list below and spaced not to exceed 50 feet on center. All street trees shall be a minimum of three (3) caliper inches at the time of planting.

<b>Small Trees</b>	<b>Medium Trees</b>	<b>Large Trees</b>
Redbud	Bald Cypress	Chinkapin Oak
Eastern Red Cedar	Chinese Pistachio	Bur Oak
Mexican Plum	Desert Willow	Red Oak
Holly		Cedar Elm

4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans





## CHISHOLM SUMMIT PD ORDINANCE

for the adjacent roadway. A detailed wall and fencing plan shall be required with the final plat submittal. A visibility analysis based on future roadway sections shall determine if additional visibility triangles or right-of-way is required.

- b. Fencing for the Townhomes will follow the regulations given in the SFR-A residential category established by this Ordinance. Fencing for the 55+ Residential community will follow the regulations given in the SFR-AA residential category.
- c. Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
- d. Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
- e. Fencing located on typical rear yards or between residential lots shall meet the City's fencing and screening ordinance.
- f. Any transitional fencing must meet City's fencing and screening ordinance.
- g. Fencing of land abutting major roadways (except as defined above in subsection X.1a) that is part of a future phase for the Chisholm Summit development may be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center as attached in this ordinance.
- h. Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
- i. Fencing and screening shall be installed prior to final inspection approval for a dwelling unit abutting any space; or on the lot where said fencing and/or screening is required by this ordinance.
- j. Properties adjacent to Lakewood Dr or anywhere abutting pipe rail fencing shall not be allowed a fence that exceeds six feet in height, this provisions includes side yard fences that meet perpendicular to any pipe rail fencing. In all cases no fence shall be erected directly parallel (up to 15 feet parallel from existing fence) to any existing wall or fence.

## **XI. STREET LAYOUT**

- 1. All other roadways shall be designed in accordance with the Master Thoroughfare Plan as approved at the time of adoption of this Ordinance.

2. In lieu of curvilinear requirements, the street design shall incorporate traffic calming methods to reduce speeds throughout the development. The following are examples of methods of traffic calming that may be considered in lieu of curvilinear requirements.
  1. Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
  2. Neotraditional development with narrow streets, street trees, reduced front yard setbacks
  3. Cul de sacs
  4. Short block lengths
  5. Curvilinear methods, if necessary
  6. Table top speed breaker at designated cross walks approved by the City

## **XII. TRAILS**

1. Primary trail locations are shown on the exhibit. The trail locations shall generally conform to the trail park location concept. Primary trails shall be 10 feet wide and constructed to City design standards. Trails will be lighted; lighting fixtures shall be placed 75 to 100 feet apart depending on the placement of trees and the curve of the path. Additional lighting will be required in a tunnel or at overpasses, at trailheads, bridge entrances and exits, natural public gathering places, along streets, at crosswalks, where the path crosses another path or sidewalk, and on signage. Additional benches and trash receptacles will be added where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc. Crossing warning signage (lit) and bollards at road/drive intersections will be installed where required by City standards.
2. Secondary trails are not identified on the Land Use Plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards.
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
  - a. 6-foot trail comprised of two 3-foot tread areas
  - b. 4-foot trail comprised of two 2-foot tread areas
  - c. Material of native soil with no road base plus wood chip in low drainage areas
  - d. Material of native soil with mixed-in crushed rock aggregate where needed

## CHISHOLM SUMMIT PD ORDINANCE

- e. Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. The trail park nodes shall generally conform to the trail park nodes concept on PD attachment (d). These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
  - a. Bocce Ball
  - b. Bag Toss
  - c. Horseshoes
  - d. Shuffleboard
  - e. Chess/Checkers Tables
  - f. Fitness Stations
  - g. Art Installments
  - h. Science/Engineering Installments
5. Trails shall be coordinated with the most recent adopted bike and trail plan.
6. Trails as generally shown on PD attachment (d); Parks, Trails, and Open Space, and in accordance with approved Final Plats must be completed and accepted by the City for each platted area prior to the issuance of a certificate of occupancy for any residence in that phase.

### **XIII. LIGHTING**

1. Exterior lighting shall be of a style and character which is in harmony with the character of the community's overall western theme. Lighting standards in parking areas shall not exceed twenty (20) feet in height. Luminaries shall have shielded light sources to prevent glare. Pedestrian walkways shall be illuminated by light bollards or other low level lighting standards with shielded light sources. All outdoor lighting shall be designed for safety, convenience and security while minimizing sky glow, an adverse effect from illumination upon the size, enjoyment and value of nearby property and upon the appearance of the community. Examples of acceptable lighting fixtures (conceptual) are prescribed below. Lighting fixture of equivalent theme and quality may be approved by the Director of Development Services.







2. Decorative street light equipment shall have a black powder-coat finish and must be raised at least nine-inches above finished grade on a concrete pedestal.
3. A lighting plan will be submitted for approval by City staff with the construction plans of each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the overall theme. The maximum spacing of street lights shall be 200 feet, except when needed to ensure that lights are placed at lot lines or not to interfere with geographical concerns or driveways (deviations of the 200 feet requirement must be approved by the Public Works Director or their designee). All cul-de-sacs and stub-end streets exceeding 130 feet in length, measured from the street light location at the intersection to the right-of-way line at the end of the cul-de-sac or street, shall have a decorative street light within the bulb, or in the case of a stub-end street, at the end of street barricade. Pedestrian crosswalks and intersections shall have at least one decorative street light. Four way intersections shall have two lights and shall be annotated on the lighting plan.

**XIV. SIGNS**

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations will be shown on the construction plans for each phase.
2. Entry signage for the main entry points in the Chisholm Summit development must be generally provided in the character illustrated on the exhibits.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods. Any signage will be considered by separate permit and adhering to applicable ordinances. Signage should fit into the character of the community and should follow MUTCD guidelines.
4. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

**XV. MULTI-FAMILY/SENIOR LIVING**

1. Per the approved concept plan in the Chapter 380 Development Agreement, Multifamily development is not proposed in Development Area “A” or Development Area “B” and is not allowed unless specific action is taken by the City Council to modify the concept plan and this Planned Development ordinance is amended.
2. Architectural features shall reflect the theme of the development. The MF, multiple dwelling district shall be established to provide adequate space and site diversification for multiple-family apartments and condominium developments where the maximum density does not exceed 24 dwelling units per acre.
3. Standards for this district will be established with the Planned Development addendum or amendment as this phase is developed. Generally, the district is intended to be a mixture of high-density dwelling units that meet the requirements of the Development Agreement.
4. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the “senior living” component, promoting a district in that serves the full life-cycle of a community.
5. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

**XVI. COMMERCIAL ELEMENTS**

1. The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.
2. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

**XVII. COMMUNITY BUILDING(S)**

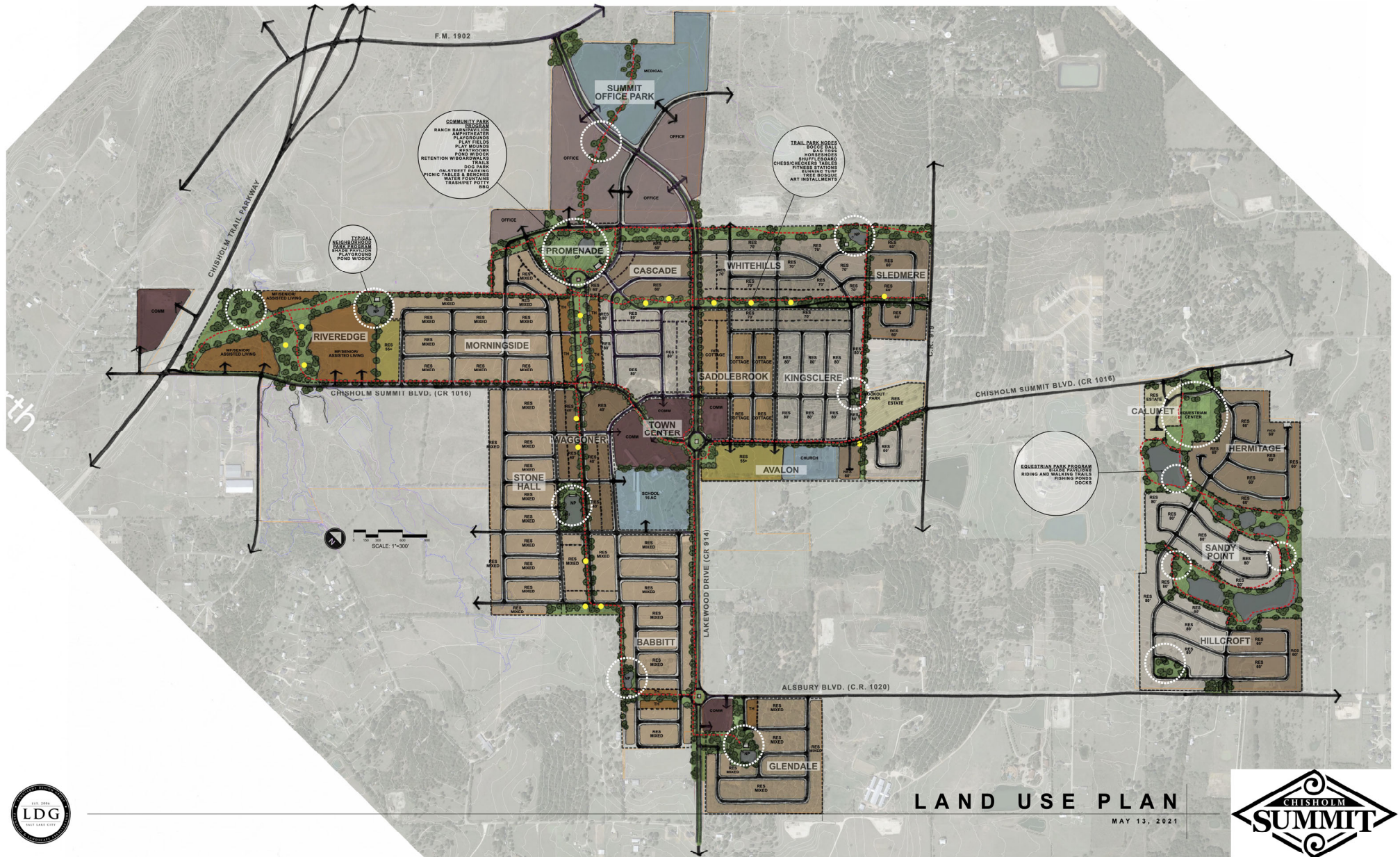
1. A main Community Building will be located in the Community Park. Refer to PD attachment (e) of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
  - a. Party rooms for HOA-member use
  - b. Covered patio
  - c. Fire pits
  - d. Outdoor kitchen
  - e. Restrooms
  - f. HOA office
  - g. Pedestrian connections to Community Park amenities
  - h. Dedicated parking for building use
  - i. Strand light plaza
2. The building space will be privately-owned and maintained by the HOA unless otherwise agreed by City. A separate water and power meter not attached to the park will be required for the building.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

**XVIII. ATTACHMENT DESCRIPTIONS**

## CHISHOLM SUMMIT PD ORDINANCE

1. The standards of this Ordinance have been further illustrated by attachments described and referenced in the above sections. The attachments are incorporated into this Ordinance by reference for all purposes. The attachments to these development standards are as follows:
  - a. Preliminary Concept Plan (PD attachment “a”)
  - b. Development Sections (PD attachment “b”)
  - c. Theme Imagery (PD attachment “c” - 2 pages)
  - d. Parks, Trails and Open Space (PD attachment “d”)
  - e. Community Park Concept Design (PD attachment “e” - 3 pages)
  - f. Neighborhood Park Concept Design (PD attachment “e”)
  - g. Fencing and Landscaping Design (PD attachment “g” - 2 pages)





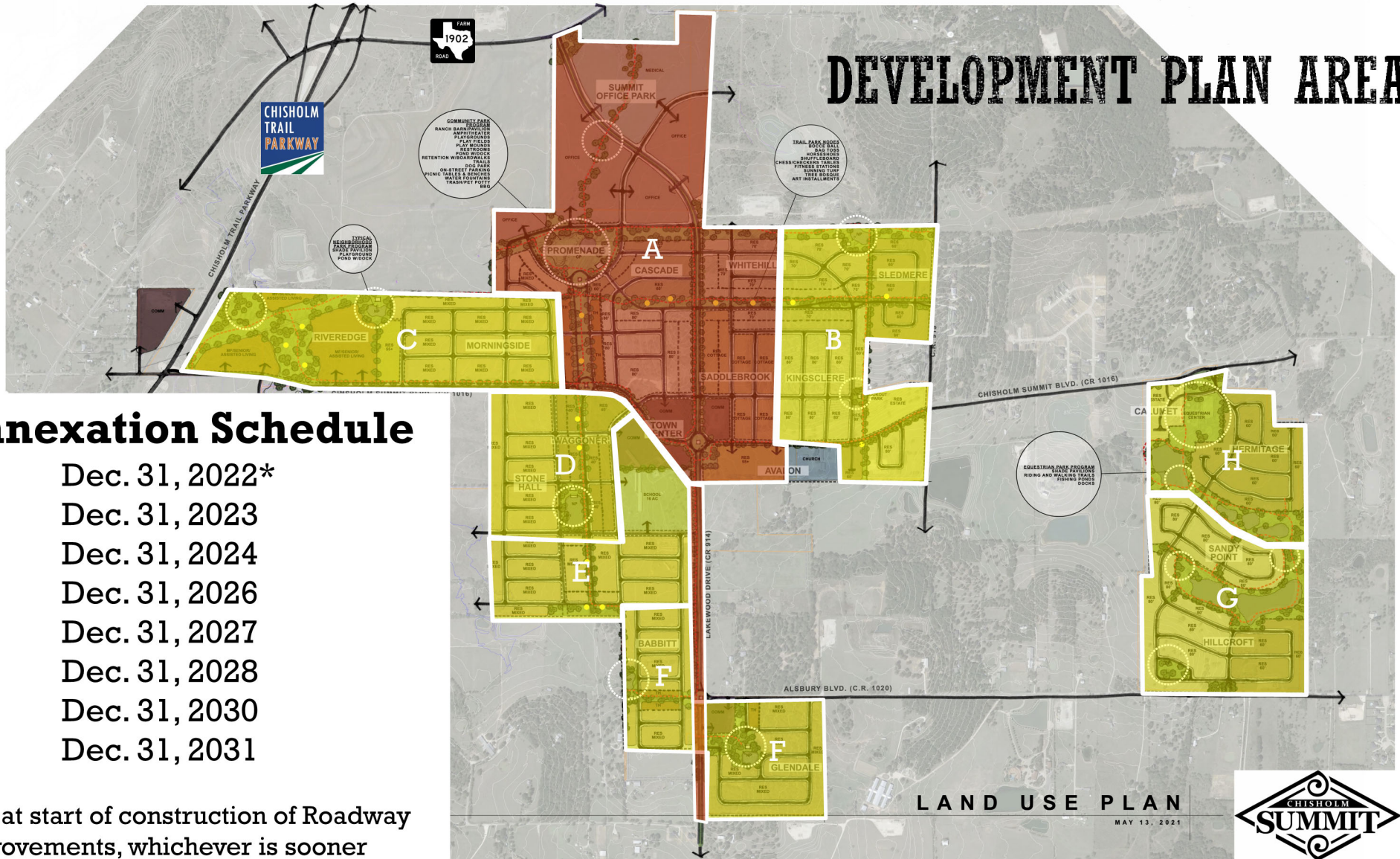
LAND USE PLAN

MAY 13, 2021





# DEVELOPMENT PLAN AREAS



## Annexation Schedule

- A – Dec. 31, 2022\*
- B – Dec. 31, 2023
- C – Dec. 31, 2024
- D – Dec. 31, 2026
- E – Dec. 31, 2027
- F – Dec. 31, 2028
- G – Dec. 31, 2030
- H – Dec. 31, 2031

\*OR at start of construction of Roadway Improvements, whichever is sooner





# WESTERN

RUSTIC  
GROWTH  
HORSES  
FOLK  
GATEWAY  
PROGRESS

# ACTIVE

TRAILS  
OUTDOORS  
PURPOSE  
MOVEMENT  
NATURE

# FAMILY

TOGETHER  
COMMUNITY  
NEIGHBORS  
GENERATIONAL  
CARE



CHISHOLM SUMMIT EQUESTRIAN CENTER (EXISTING)



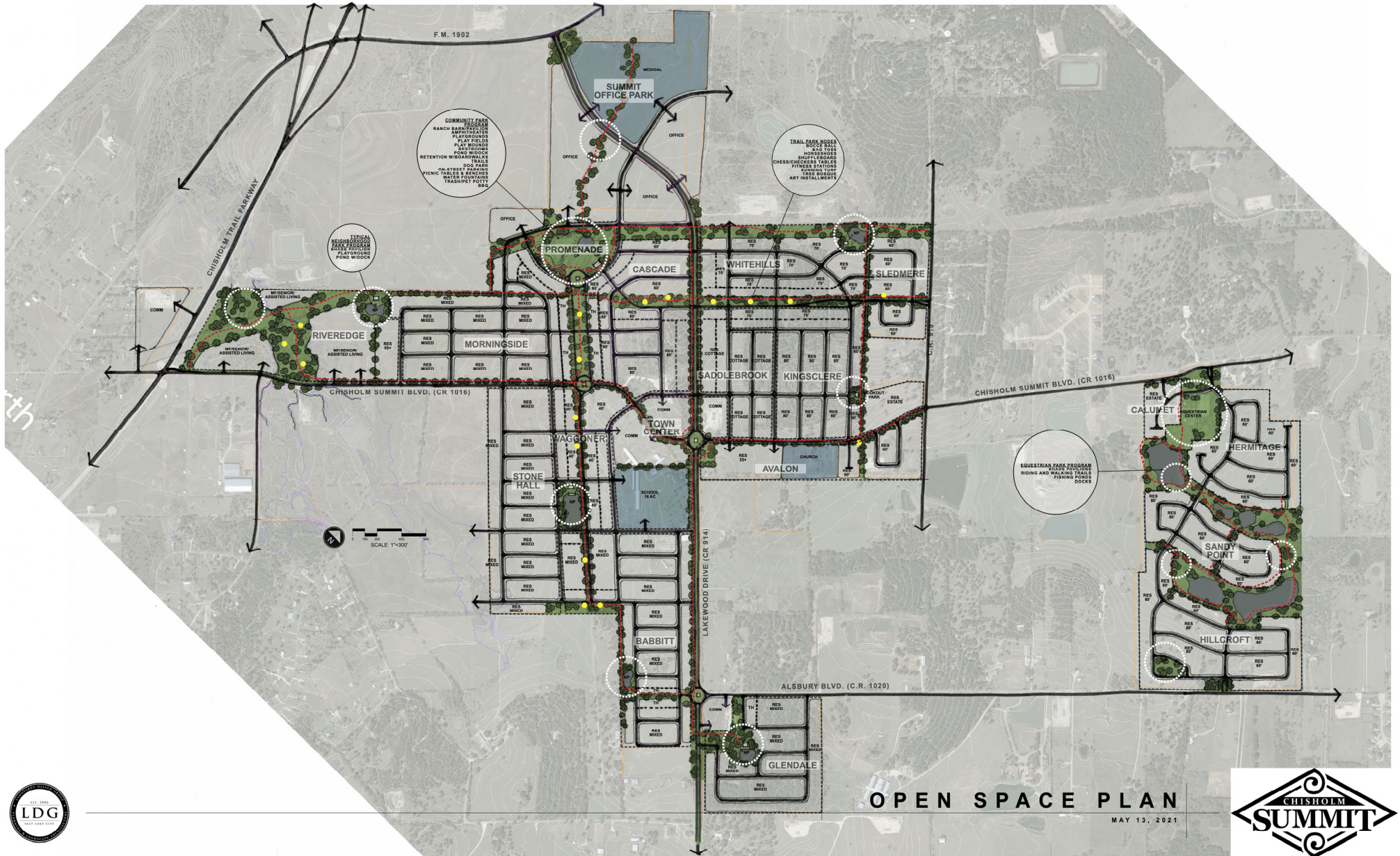


PD attachment (c) Theme Imagery (2 of 2)





PD attachment (d) Parks, Trails, and Open Space



OPEN SPACE PLAN

MAY 13, 2021





PD attachment (e) Community Park Concept Design (1 of 3)



- CALLOUTS LEGEND:**
- ⊙ BARN PAVILION
  - ⊙ RESTROOM BUILDING
  - ⊙ SPLASH PAD
  - ⊙ COMMUNITY BUILDING
  - ⊙ TURF PLAY HILLS
  - ⊙ PLAYGROUND FACILITY
  - ⊙ EVENT LAWN AND FIRE PIT AREA
  - ⊙ POND DOCK
  - ⊙ AMPHITHEATER STAGE
  - ⊙ BENCH AND/OR TRASH RECEPTACLE
  - 3" CALIPER SHADE TREE, SPECIES TBD
  - 2" CALIPER ORNAMENTAL TREE, SPECIES TBD
  - FEATURE LANDSCAPE BED TO INCLUDE NATIVE GRASSES AND SHRUBS. FEATURE LANDSCAPE BEDS MAY INCLUDE RIVER ROCK AND BOULDER MASSIS.



SCALE: 1" = 50'-0"

CHISHOLM SUMMIT / AMENITY CENTER CONCEPT PLAN

City of Burleson, Texas

SHEET 4 OF 4  
Owner Submittal 1-27-2022





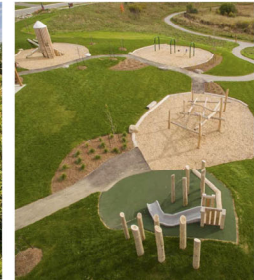
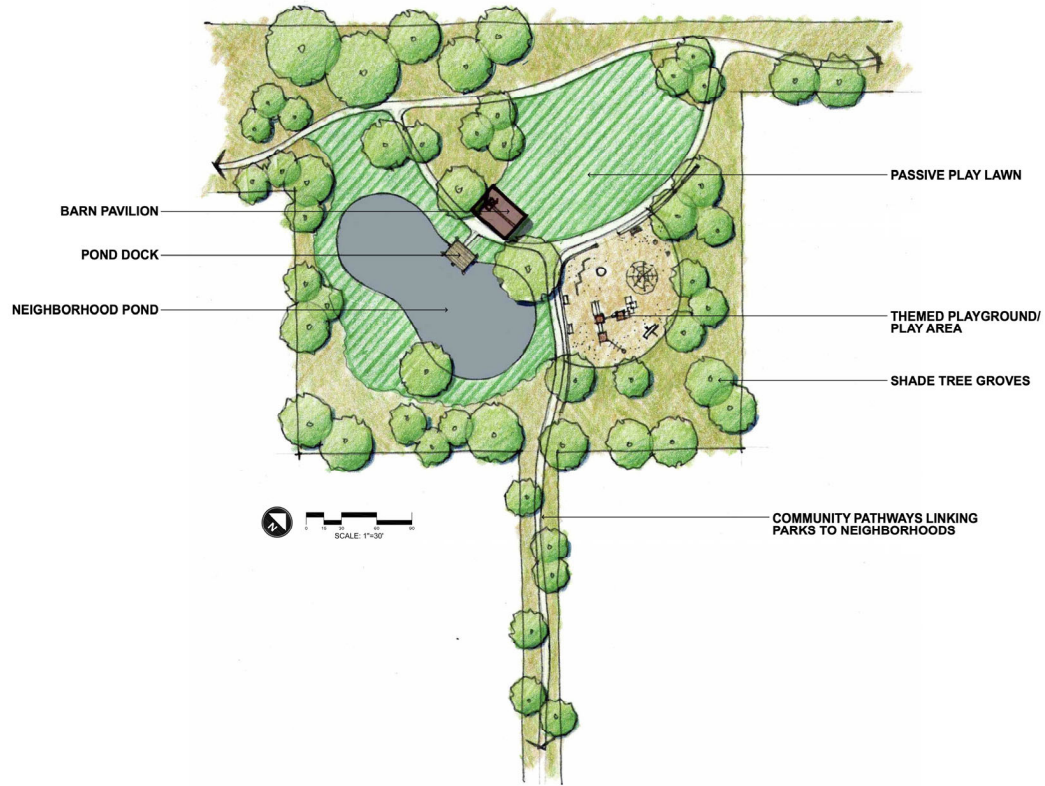








PD attachment (f) Neighborhood Park Concept Design



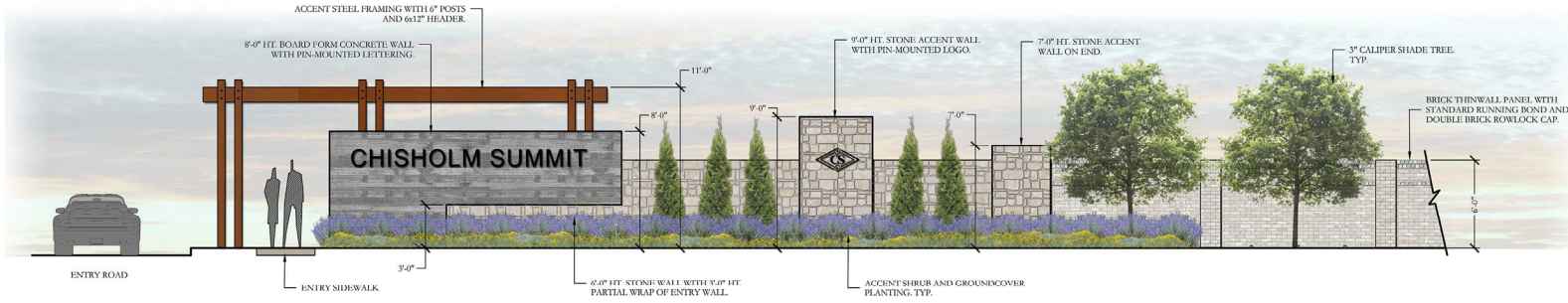
TYPICAL NEIGHBORHOOD PARK PLAN

MAY 13, 2021



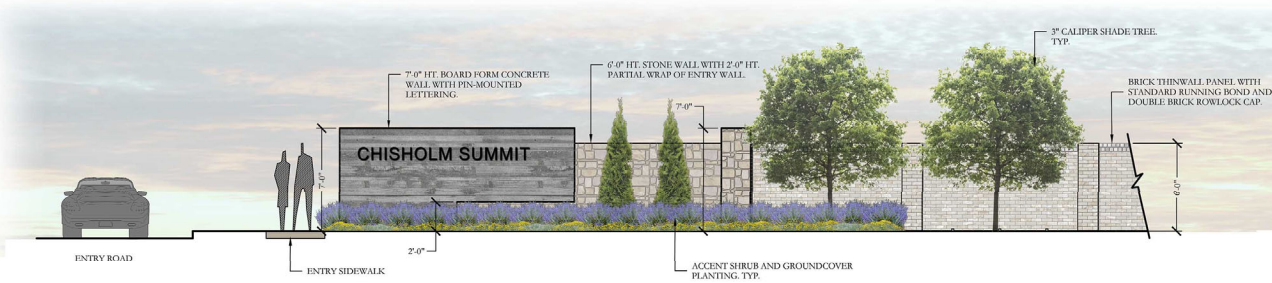


# PD attachment (g) Fencing and Landscaping Design (1 of 2)



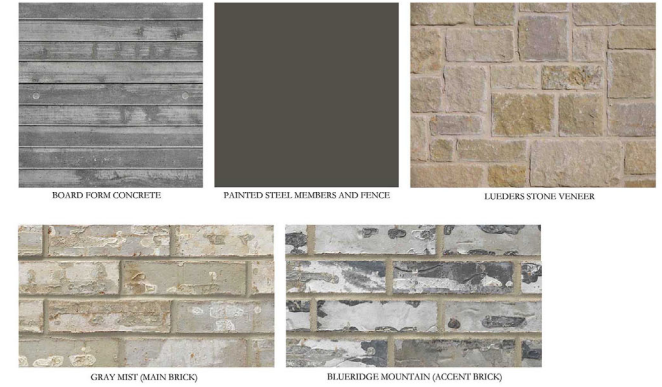
1 MAJOR ENTRY SIGN ELEVATION

SCALE: 1/4" = 1'-0"



2 MINOR ENTRY SIGN ELEVATION

SCALE: 1/4" = 1'-0"

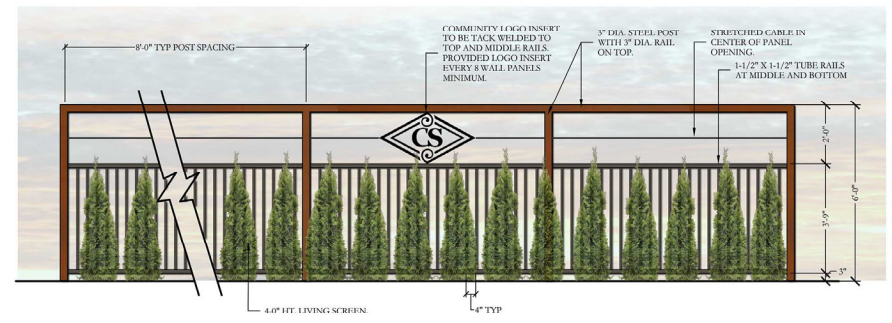


5 VENEER SELECTIONS PHOTOGRAPHS



3 6'-0" HT. BRICK SCREENING WALL, WITH 7'-0" HT. MASONRY COLUMNS ELEVATION

SCALE: 1/2" = 1'-0"



4 6'-0" HT. ORNAMENTAL METAL FENCE ELEVATION

SCALE: 1/2" = 1'-0"

## CHISHOLM SUMMIT / CONCEPTUAL SCREENING AND BUFFERING

City of Burleson, Texas

CODY JOHNSON  
s.t.u.d.i.o

SHEET 2 OF 4  
Owner Submittal 1-27-2022







**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE  
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON 4A  
ECONOMIC DEVELOPMENT CORPORATION,  
R.A. DEVELOPMENT, LTD., BURLESON DEVELOPMENT, INC.,  
B & G SOUTH METRO, LP, ROCKY BRANSOM,  
ROCKY BRANSOM ET UX ANGELA, ROCKY AND ANGELA BRANSOM,  
ALTA BURL, LP, JANICE YVONNE JACKSON, AND  
THE JACKSON FAMILY TRUST FOR CHISHOLM SUMMIT**

This Chapter 380 and Economic Development and Performance Agreement (the "Agreement") is entered into as of the 7<sup>th</sup> day of June, 2021 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager; the Burleson 4A Economic Development Corporation ("BEDC"), by and through its Board President; R.A. Development, Ltd., a Texas limited liability partnership ("Developer"), by and through Bransom Management, LLC, its general partner; Burleson Development, Inc., by and through its president/director; B & G South Metro, LP, by and through B.G.S.M Management Company, LLC, its general partner; Rocky Bransom, Rocky Bransom et ux Angela; Rocky and Angela Bransom, Alta Burl, LP by and through Eyesight Ventures, LLC, its general partner; Janice Yvonne Jackson; Jackson Family Trust by and through its authorized trustee (collectively, including Developer, the "Current Owners"). City, BEDC, Developer, and the Current Owners sometimes hereafter be referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, Developer desires to participate in the Program by entering into this Agreement; and

**WHEREAS**, the Developer, the Current Owners and/or their predecessor in title previously entered into development agreements for certain tracts on the Property under Chapter 43 and Section 212.172 of the Local Government Code; and

**WHEREAS**, the Parties intend that this Agreement shall supersede those agreements in all matters; and

**WHEREAS**, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Developer's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and



**WHEREAS**, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the BEDC has determined and found that the Reimbursements contemplated in this Agreement to be funded by the BEDC constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

**WHEREAS**, Developer has acquired, or has under contract, approximately 823 acres on the west side of the City, currently within the extraterritorial jurisdiction ("ETJ") of the City, depicted on **Exhibit A**, and intends to develop a master planned community on the Property to include, among other things, over 3,000 high end residential units, ten miles of interconnecting trail system, over 90 acres of dedicated parkland, commercial areas, and other amenities, to be known as Chisholm Summit; and

**WHEREAS**, Burleson Development Inc. owns the real property depicted on **Exhibit A-1**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Alta Burl LP owns the real property depicted on **Exhibit A-2**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Jackson Family Trust owns the real property depicted on **Exhibit A-3**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Janice Yvonne Jackson owns the real property depicted on **Exhibit A-4**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, B&G South Metro LP owns the real property depicted on **Exhibit A-5**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Rocky Bransom owns the real property depicted on **Exhibit A-6**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, Rocky and Angela Bransom own the real property depicted on **Exhibit A-7**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, R.A. Development, Ltd., owns the real property depicted on **Exhibit A-8**, a portion of the Property that comprises Chisholm Summit; and

**WHEREAS**, the Current Owners have contractually committed to convey their tracts on the Property to Developer so that Chisholm Summit may be developed as set forth herein; and

**WHEREAS**, the Current Owners consent to annexation of their property located in Chisholm Summit and agree to the imposition of the Development Standards on any property they own within Chisholm Summit under the terms set forth in this Agreement; and

**WHEREAS**, the City desires to facilitate a master planned community with elements such as connectivity, a mixture of home types and sizes, preservation of natural areas, a sense of place and community, walkability, and uniqueness; and

**WHEREAS**, the development plan presented by the Developer for Chisholm Summit meets those criteria and the City Council desires to facilitate its development by providing the incentives set forth herein; and

**WHEREAS**, the Developer desires to annex the Property into the City in phases as Chisholm Summit is platted; and

**WHEREAS**, planned development zoning will occur concurrently with annexation; and

**WHEREAS**, while the west side of Burleson encompasses over 1,600 mostly vacant acres ("Burleson West") with tremendous potential for residential and commercial development, there is currently a lack of east/west and north/south transportation corridors, connection to Chisholm Trail Parkway is difficult, emergency response is hindered due to a poor roadway network, and sewer access is limited, thereby hindering development potential; and

**WHEREAS**, the City desires to provide for public infrastructure and improvements to allow Chisholm Summit to develop and to concurrently facilitate quality commercial development by providing Burleson West access to Chisholm Trail Parkway and connectivity with the rest of the City and to provide adequate sewer facilities; and

**WHEREAS**, Public Improvements contemplated in this Agreement will allow the BEDC to develop and market a national/regional office park located on the northern edge of Chisholm Summit (the "Hooper Tract"), a 92 acre tract depicted on **Exhibit A-9**; and

**WHEREAS**, Developer intends to dedicate all right-of-way for public infrastructure required for Chisholm Summit at no charge under the terms set forth in this Agreement; and

**WHEREAS**, Developer intends to dedicate a three acre tract for a public safety facility to provide fire and police service for the west side and other municipal purposes; and

**WHEREAS**, a public improvement district ("PID") is required to create and finance capital park improvements and the maintenance of parks and trails in Chisholm Summit; and



**WHEREAS**, Section 212.172 of the Texas Local Government Code authorizes a city to enter into an agreement with an owner of property located in the ETJ to, among other things, provide for terms of annexation, provide for infrastructure, and specify the uses and development standards after annexation.

**NOW THEREFORE**, in consideration of the mutual obligations of the Parties set forth in this Agreement, and other consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

**ARTICLE 1.**  
**RECITALS AND EXHIBITS**

1.1 **Recitals.** The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

1.2 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

- Exhibit A – Chisholm Summit Real Estate Location Map
- Exhibit A-1 – Burleson Development Inc Parcel Location Map
- Exhibit A-2 – Alta Burl LP Parcel Location Map
- Exhibit A-3 – Jackson Family Trust Parcel Location Map
- Exhibit A-4 – Janice Yvonne Jackson Parcel Location Map
- Exhibit A-5 – B&G South Metro LP Parcel Location Map
- Exhibit A-6 – Rocky Bransom Parcel Location Map
- Exhibit A-7 – Rocky & Angela Bransom Parcel Location Map
- Exhibit A-8 – RA Development Ltd Parcel Location Map
- Exhibit A-9 – Hooper & Co Parcel Location Map
- Exhibit B – Preliminary Concept Plan
- Exhibit C – Development Standards
- Exhibit D – Parks and Trails Plan
- Exhibit E – Roadway Improvements
- Exhibit F – Sewer Improvements
- Exhibit G – Annexation Plan/Development Sections

**ARTICLE 2.**  
**AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code, Chapters 501 and 504 of the Texas Local Government Code, and Section 212.172 of the Texas Local Government Code.

### **ARTICLE 3. DEFINITIONS**

“Agreement,” “BEDC,” “Burleson West,” “City,” “Current Owners,” “Developer,” “Effective Date,” “ETJ,” “Hooper Tract,” “Parties,” “Party,” and “Program” shall have the meanings set forth in the recitals.

“Approved Plats” means all final plats for a portion of the Property approved from time to time by the City in accordance with this Agreement.

“Building Codes” means building plumbing, electrical, mechanical, and fire codes adopted by the City in effect as of the Effective Date for the eight-year period commencing on the Effective Date. Commencing on the eighth anniversary of the Effective Date, “Building Codes” means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

“Certificate of Occupancy” means the document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Chisholm Summit” means a 823 acre equestrian themed master planned community on the Property developed in substantial conformance with the Development Standards set forth on **Exhibit C** and the Governing Regulations comprised of at least 3,000 high end residential units, over ten (10) miles of interconnected trails, 102 acres of dedicated parkland, an equestrian center, and other amenities as set forth and depicted on the Preliminary Concept Plan attached hereto as **Exhibit B**, to be constructed in phases as set forth herein.

“Construction Costs” means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public Improvements and the Private Improvements, as applicable. Construction Costs does not include any acquisition costs of the Property, marketing, or applicable City fees related to the development of the Public Improvements and/or the Private Improvements, as applicable.

“Development Sections” has the meaning set forth in Section 5.1(a) of this Agreement.



“Development Standards” means those detailed development requirements set forth in **Exhibit C** for the Private Improvements.

“Equestrian Center” means the existing equestrian center located as shown on **Exhibit B**.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of the Developer’s existence as a going business, insolvency, appointment of receiver for any part of the Developer’s property and such appointment is not terminated within sixty (60) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer and such proceeding is not dismissed within sixty (60) days after the filing thereof.

“Final Concept Plan” has the meaning set forth in Section 5.3 of this Agreement.

“Final Parks and Trails Plan” has the meaning set forth in Section 9.2 of this Agreement.

“Governing Regulations” has the meaning set forth in Section 5.2 of this Agreement.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer or any property or any business owned by the Developer within the City.

“Parkland Improvements” means the open spaces, connecting trails, ponds, pocket parks, playground areas, amphitheater, and other park amenities depicted and described on The Parks and Trails Plan and dedicated to the public, **Exhibit D**.

“Preliminary Concept Plan” means the Concept Plan attached as **Exhibit C**, or as amended in the future.

“Private Improvements” means the residential units, connecting trails, Equestrian Center, amenity centers, Private Infrastructure, and commercial development in Chisholm Summit.

“Private Infrastructure” means any improvements required to be maintained on private property by the HOA including, but not limited to, open spaces, Chisholm Summit amenity centers, screening walls, or parks not dedicated to the public.

“Project” means the development of Chisholm Summit under the terms set forth in this Agreement.

A. “Property” means the 823 acres comprising Chisholm Summit, depicted on **Exhibit**

“Public Improvements” means the Roadway Improvements, Sewer Improvements, and Parkland Improvements.

“Reimbursement” means the funds paid to Developer for Construction Costs for the Roadway Improvements by the BEDC and Sewer Improvements by the City.

“Roadway Improvements” means Lakewood Blvd., FM 1902 to a transition point approximately 1,500 feet south of CR 1020, and sidewalks, median and landscape improvements as depicted on **Exhibit E**, to be funded by the BEDC.

“Sewer Improvements” means the sewer lines and lift stations set forth on **Exhibit F** to be funded by the BEDC.

“Subdivision Regulations” means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the date a preliminary plat application is filed with the City, including any dormancy regulations effective on the date a preliminary plat application is filed with the City. Should a preliminary plat “expire” in accordance with the applicable dormancy regulations, a new application must be filed and the Subdivision Regulations for purposes of the new application shall be the Subdivision and Development Ordinance and Design Standards manual, or other regulations adopted in their place, as of the date the new application is filed with the City, including any dormancy regulations effective as of the date the new application is filed with the City.

“Substantially Complete” with regard to the Public Improvements means the date upon which the City issues a Letter of Substantial Acceptance to the Developer for any element or portion of the Public Improvements which will allow issuance of building permits; and with regard to the Private Improvements, the date upon which the City issues a Certificate of Occupancy for a Private Improvement.

“Zoning Ordinance” means Ordinance No. B-582 on the Effective Date of the Ordinance as it may be amended.

#### **ARTICLE 4.** **TERM**

The Term of this Agreement shall commence on the Effective Date and terminate twenty-five (25) years thereafter, unless terminated sooner as provided in Article 12.

#### **ARTICLE 5.** **DEVELOPMENT OF THE PROPERTY**

5.1 **Private Improvements.**

(a) Construction of the Private Improvements shall be in full conformance with the Governing Regulations as defined in Section 5.2 below and will be completed in Development Sections A through H by the Developer as depicted on **Exhibit G.** Construction of Development Section A Private Improvement shall commence no later than January 1, 2022 and be Substantially Complete no later than December 31, 2022. Substantial Completion of all Development Sections of Chisholm Summit shall be no later than the term of the agreement.

5.2 **Development.** Development of the Property shall be governed by the following regulations (collectively, the “Governing Regulations”):

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development sections for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

5.3 **Preliminary Concept Plan.**

(a) The Preliminary Concept Plan is attached to this Agreement as **Exhibit B.**

(b) Developer may revise the Preliminary Concept Plan, from time to time, subject to the following conditions:

- (i) the revised Preliminary Concept Plan is approved in writing by Developer; and
- (ii) the revised Preliminary Concept Plan is approved by the City Council; and



(iii) the revised Preliminary Concept Plan is in compliance with subsection (c) of this Section 5.3 of this Agreement.

(c) The Preliminary Concept Plan must at all times:

(i) Include no less than 90 acres of parkland;

(ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and

(iii) Maintain the roadway alignments.

(d) If the Preliminary Concept Plan is revised as provided by this section, the revisions shall be considered an amendment to this Agreement. Developer must revise the Preliminary Concept Plan and submit same to the City for approval. Upon approval of the amendment, the City shall cause the revised Preliminary Concept Plan to be attached to the official version of this Agreement on file in the City Secretary's office and shall file the revised Preliminary Concept Plan in the Johnson County Real Property Records.

5.4 **Development Standards Revisions.** The Development Standards may be revised by two methods:

(i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:

(1) is not contrary to the public interest;

(2) does not cause injury to adjacent property;

(3) does not materially adversely affect the quality of development; and

(4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or

(ii) Developer and the City may amend this Agreement to revise the Development Standards.

5.5 **State and Federal Requirements.** Development of the Property shall be subject to ordinances that the City is required to adopt, from time to time, by state or federal law.

5.6 **Homeowner's Association Required.**

(a) Developer shall create a single Homeowner's Association for the Property that requires membership by all of the owners of a lot within the Property, and is adequately funded to carry out its responsibilities.

(b) The Homeowner's Association shall own and be responsible for the maintenance of the Private Infrastructure.

(c) The Homeowner's Association shall have covenants and bylaws, which must be submitted to the City for its records. The Homeowner's Association shall require the payment of dues and assessments to maintain the Private Infrastructure. The Homeowner's Association covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the Homeowner's Association must be recorded with the County Clerk for Johnson County, Texas.

## **ARTICLE 6.** **FULL PURPOSE ANNEXATION**

The Parties agree that the Property shall have been annexed into the City prior to the construction of the Private Improvements for each phase. This Agreement constitutes a request by the Developer and the Current Owners, as owners of the Property, for annexation into the City of Burleson and serves as the written agreement for municipal services required by Section 43.0672 of the Texas Local Government Code. The request for annexation may not be revoked so long as the City remains compliant with the terms of this Agreement, and the right of the City to annex shall not be abrogated by amendment to any law affecting or establishing the right of a city to annex. The Parties agree that the Property shall be annexed in Development Sections A through H as depicted on **Exhibit G** concurrent with or prior to zoning each phase, with Development Section A annexed no later than December 31, 2022 or the commencement of the Lakewood portion of the Roadway Improvements, whichever is sooner. The Development Sections shall be annexed no later than the dates listed for each section in the Annexation Schedule in **Exhibit G**.

## **ARTICLE 7.** **ROADWAY IMPROVEMENTS**

7.1 **In General.** The City, the BEDC, and the Developer will work together to construct and fund the Roadway Improvements. The Developer will design and construct the Roadway Improvements subject to oversight and plan approval by the City. Subject to Article 13, the BEDC shall issue debt to fund the construction. The Developer will dedicate all right-of-way for the Roadway Improvements within its authority to do so and based on the final alignment and construct them according to the Governing Regulations.

7.2 **Design of Roadway Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Roadway Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Roadway Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.

(b) **Council Approval.** The City Council must approve the final design, construction schedule, and construction costs for the Roadway Improvements.

(c) **Reimbursement for Design Costs.** The BEDC shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 7.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Roadway Improvements in accordance with Section 7.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Roadway Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Roadway Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:



- (i) 30% of Completion of Design on Roadway Improvements (which shall include the conceptual design referenced in Section 7.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design on Roadway Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design on Roadway Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Design on Roadway Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

### 7.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City.

(b) **City Dedication.** The City will donate right-of-way for roadway located in the Hooper tract, and acquire right-of-way for areas outside of the Property.

(c) **Roadway Improvements Conveyance.** All Roadway Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

7.4 **Fees.** Roadway impact fees shall be assessed according to the Burlison Roadway Impact Fee Ordinance. All other fees associated with the construction of the Roadway Improvements shall be waived.

7.5 **Community Facility Contract (CFC).** The Developer shall enter into a community facility contract with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance.

### 7.6 **Roadway Improvement Construction Schedule.**

The construction of the Roadway Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Roadway Improvements, such phases being as follows: (i) Phase One – FM 1902 to Existing CR 1016, (ii) Phase Two – Two-Lane Section CR 1016 to CR 1020, and (iii) Phase Three – Two-Lane Section CR 1016 to CR 1020, and (iv) Phase Four - Median Improvements and Sidewalks.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Roadway Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Roadway Improvements, other than landscaping, by December 31, 2023. Developer shall complete the landscaping portion of the Roadway Improvements by March 31, 2024.

#### **7.7 Reimbursement for Construction Costs of Roadway Improvements.**

(a) **Opinion of Cost.** The final design for the Roadway Improvements shall include an opinion of probable Construction Costs for the Roadway Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Roadway Improvements. If the City Council has not approved any cost before it is incurred, obligated or spent, the BEDC is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Roadway.** The BEDC shall reimburse the Developer for approved Construction Costs based on the Developer's bi-monthly request, with payment to be made by the City in the amount of the cost of the request within twenty (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Roadway Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the roadway as specified in Section 7.6(a) of this Agreement.

**ARTICLE 8.**  
**SEWER IMPROVEMENTS**

8.1 **In General.** The City and the Developer will work together to construct and fund the Sewer Improvements. The Developer will be solely responsible for onsite and offsite waterline extensions and improvements. The Developer will design and construct the Sewer Improvements to include a lift station(s) and force main(s), subject to oversight and plan approval by the City, provided that the City will design a portion of sewer from Panchasarp Farms to CR 914A as set forth in **Exhibit F.** The Developer will dedicate all right-of-way for the Sewer Improvements and construct them according to the Governing Regulations.

8.2 **Design of Sewer Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Sewer Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Sewer Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C.**

(b) **Council Approval.** The City Council must approve the final design and construction costs for the Sewer Improvements.

(c) **Reimbursement for Design Costs.** The City shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 8.2(f) of this Agreement.



(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Sewer Improvements in accordance with Section 8.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Sewer Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Sewer Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design of Sewer Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design of Sewer Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Sewer Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

(g) **Design of Phase One.** City has a detailed design of the Sewer Improvements for Phase One (Panchasarp Farms to County Road 914A) of the Sewer Improvements, as depicted on **Exhibit F**. Such detailed designs were designed by a professional engineer retained by the City. City shall allow Developer, and Developer shall use, the detailed design of the Sewer Improvements for Phase One to design the remainder of the Sewer Improvements.

8.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City. The City will acquire offsite easements.

(b) **Sewer Improvements Conveyance.** All Sewer Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

8.4 **Fees.** Sewer impact fees shall be assessed upon the Developer according to the Burleson Sewer Impact Fee Ordinance, and the Developer shall pay the pass through Fort Worth impact fees pursuant to the Agreement for Wastewater Service between the City of Fort Worth, Texas, and the City of Burleson, Texas, dated May 8, 2018, or as may be amended. All other fees associated with the construction of the Sewer Improvements shall be waived.

8.5 **Community Facility Contract (CFC).** The Developer shall enter into a CFC with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance for each phase of the sewer construction.

8.6 **Sewer Improvement Construction Schedule.** The construction of the Sewer Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Sewer Improvements, such phases being as follows:

- (i) Phase One – Panchasarp Farms to County Road 914A,
- (ii) Phase Two – County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and
- (iii) Phase Three – County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Sewer Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Sewer Improvements by December 31, 2023.

8.7 **Reimbursement for Construction Costs of Sewer Improvement.**

(a) **Opinion of Cost.** The final design for the Sewer Improvements shall include an opinion of probable Construction Costs for the Sewer Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Sewer Improvements if the City Council has not approved any cost before it is incurred, obligated or spent, the City is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Sewer Improvements.** The City shall reimburse the Developer for approved costs based on the Developer's bi-monthly request, with payment to be made in the amount of the cost of the request within twenty business (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Sewer Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the sewer as specified in Section 8.6(a) of this Agreement.

(d) **Competitive Bidding.** All contracts for construction of the Sewer Improvements shall be competitively bid according to state law.

8.8 **Future Lift Station.** The future lift station, depicted on **Exhibit F**, will not be constructed concurrently with the other Sewer Improvements, and will serve the entire basin, including only a portion of Chisholm Summit. Provided the future lift station is constructed prior to December 31, 2025 and provided funds are available, the City agrees to participate in the cost of the future lift station by contributing up to fifty percent (50%) of the total cost, based on a calculation of how much of the lift station's capacity is needed to serve Chisholm Summit. The City will pay for the pro rata cost allocated to areas outside of Chisholm Summit capped at fifty percent (50%) of the total cost of the future lift station. By way of example, if the cost of the future lift station is one million dollars and 40% of the capacity is attributable to Chisholm Summit, the City would pay \$500,000. If 70% of the capacity is attributable to Chisholm Summit, the City will pay \$300,000.

## **ARTICLE 9.** **PARKLAND IMPROVEMENTS**

9.1 **Dedication.** The Developer proposes to dedicate 102 acres of parkland according to the Preliminary Park and Trails Plan attached as **Exhibit D** to this Agreement. In no instance shall the parkland dedication be less than 90 acres. All parkland dedication shall be made at the time of final platting of each phase and shall be conveyed to the City free and clear of all liens, encumbrances, assessments, and restrictions other than as provided in this Agreement. All public parkland needs to be so indicated on the plat. Any areas that will be private common space need to be delineated clearly on the plat.



9.2 **Park and Trail Plan.** The Preliminary Park and Trails Plan is a conceptual rendering of locations of a community park, and equestrian center, trails, and thirteen (13) neighborhood parks. These locations are conceptual, but in no case shall fewer park locations, area dedicated, or miles of trails be provided. A detailed Final Parks and Trails Plan shall be included with each Approved Plat for each phase, subject to approval by the City Council. The Final Parks and Trails Plan shall be in full conformance with the Development Standards attached as **Exhibit C** and shall be subject to approval by the City Council. Although the Final Parks and Trails Plan is submitted in conjunction with the plat, approval by the City Council is not ministerial, and when approved shall be considered an amendment to this Agreement.

9.3 **Construction of Parkland Improvements.** The Developer shall construct the Parkland Improvements in full compliance with the Final Parks and Trails Plan. The Developer shall complete construction of the Parkland Improvements by final acceptance of the Roadway Improvements, and Sewer Improvements of each phase. Parkland Infrastructure fees shall be waived for parks constructed by the Developer.

9.3 **Maintenance of Parks and Trails.** The Public Improvement District created pursuant to Section 10 below will fund park maintenance.

#### **ARTICLE 10.** **PUBLIC IMPROVEMENT DISTRICT**

10.1 **Creation.** Within 180 days after the Effective Date, the City and the Developer shall cooperate to establish a Public Improvement District (PID) pursuant to Chapter 272 of the Texas Local Government Code.

10.2 **Purpose.** The primary purpose of the PID will be to reimburse Developer for capital expenditures to construct parks and trails and to provide maintenance for Chisholm Summit parks and trails dedicated to the public.

#### **ARTICLE 11.** **DEDICATION FOR PUBLIC SAFETY**

Developer agrees to dedicate at least three (3) acres on the Property to the City for a public safety facility to be constructed by the City, and for other municipal purposes. The Parties will mutually agree on the location of the dedicated land which shall be conveyed no later than thirty-six (36) months after the Effective Date of this Agreement.

#### **ARTICLE 12.** **DEFAULT AND REMEDIES**

12.1 In the event: (i) the Developer or the Current Owners fail to comply with the terms of this Agreement; (ii) the Developer or the Current Owners have delinquent ad valorem or sales taxes owed to the City (provided that the Developer or the Current Owners retain the right to timely and properly protest and/or contest any such taxes); (iii) upon the

occurrence of any Event of Bankruptcy or Insolvency by the Developer or the Current Owners prior to substantially completion of the Public Improvements; or (iv) the Developer the Current Owners materially breach any of the material terms and conditions of this Agreement, then the Developer the Current Owners, 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, City shall give the Developer or the Current Owners (and its assignees) written notice of such breach and/or default, and if the Developer or the Current Owners have not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to the Developer the Current Owners, and the City shall have no further obligation to the Developer the Current Owners.

12.2 If a default shall occur and continue, after thirty (30) days written notice to cure the default, the Party not in default shall have the right to exercise any and all rights available to such Party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting Party may be entitled.

12.3 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 the City Council of Burleson.

### **ARTICLE 13.** **DEBT ISSUANCE**

The BEDC commits to issue debt to fund the Roadway Improvements and the City may deem it appropriate to fund the Sewer Improvements with debt issuance. Their obligation to fund the Reimbursement is contingent upon required state approval of the issuance. In the event debt is not approved, the Developer or the City may terminate this Agreement.

### **ARTICLE 14.** **REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the

application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

**ARTICLE 15.**  
**AUTHORITY; COMPLIANCE WITH LAW**

15.01 Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and 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 Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

15.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

15.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Article.

15.04 Developer shall remain current on all ad valorem taxes owed by him to the City and other taxing jurisdictions subject to his right to protest under the Tax Code.

**ARTICLE 16.**  
**RIGHT OF OFFSET**

Developer agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Developer may respond or act, City may offset the amount of any compensation due to Developer for any calendar year under this Agreement against unpaid Impositions any amount which is: (i) lawfully due to City from



Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction by Developer.

**ARTICLE 17.**  
**VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, 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.

**ARTICLE 18.**  
**FORCE MAJEURE**

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer'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 19.**  
**GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

**16.01 No Benefit.** Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

**16.02 Right of Reimbursement.** Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 20.**  
**ASSIGNMENT**

Developer may not assign any part of this Agreement without consent or approval by the City Council, except to End Users, which are defined as purchasers of the individual platted lots.

**ARTICLE 21.**  
**INDEMNIFICATION**

**DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF Developer OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

**ARTICLE 22.**  
**NO JOINT VENTURE**

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 City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Developer's construction of Chisholm Summit.

**ARTICLE 23.**  
**RECORDATION AND APPLICABILITY TO PROPERTY**

Pursuant to the requirements of Section 212.172(c) of the Local Government Code, the Current Owners shall record this Agreement, and all amendments to this Agreement, in the real property records of Johnson County, Texas, and shall provide a file-marked copy of the recorded Agreement to the City within ten (10) days after its execution. This Agreement shall be binding upon the City, the BEDC, the Current Owners, any lender that has become an assignee, and any other assignee, and their respective successors and assigns. The Parties agree that this Agreement benefits and burdens the Property and touches and concerns the Property. The rights and obligations under this Agreement are intended to be covenants running with the Property. Notwithstanding the foregoing, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any End User except for land use and development regulations including building material requirements that apply to the lot in question.



**ARTICLE 24.**  
**CHANGES IN STATE OR FEDERAL LAWS**

If any state or federal law changes so as to make it impossible for a Party to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

**ARTICLE 25.**  
**ADDITIONAL DOCUMENTS AND ACTS**

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement. The City Council authorizes the City Manager or his designee to execute these documents.

**ARTICLE 26.**  
**INTERPRETATION**

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule 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 any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

**ARTICLE 27.**  
**AUTHORITY TO EXECUTE**

The City and the BEDC warrant that this Agreement has been approved by the City Council and the BEDC in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Current Owners warrant that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement or other applicable organizational documents of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee or lender who becomes a Party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee or lender and that the individual executing this Agreement on behalf of such assignee or lender has been authorized to do so.



**ARTICLE 28.**  
**TAKINGS IMPACT ASSESSMENT**

Current Owners expressly and unconditionally waives and releases the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, as it may apply to this Agreement or the Project.

**ARTICLE 29.**  
**DETERMINATION OF ROUGH PROPORTIONALITY**

As additional consideration for the Reimbursement received by Developer under this Agreement, Developer hereby agrees to donate the land necessary to construct the Public Improvements to the City and Developer further agrees that such land is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Private Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

**ARTICLE 30.**  
**PRIOR DEVELOPMENT AGREEMENTS**

The following listed development agreements entered into under Chapter 43 and Section 212.172 of the Texas Local Government Code are hereby terminated and of no further effect and the Parties agree that the Property may be annexed in its entirety:

(a) Development Agreement between the City of Burleson, Alta Burle, LP, and Burleson Development, Inc. dated August 6, 2018, approved by the City Council of the City of Burleson by Resolution No. CSO#869-08-2018;

(b) Development Agreement between the City of Burleson and the Jackson Family Trust dated October 29, 2014, recorded under Instrument Number 2014-24200, Johnson County Real Property Records, Johnson County, Texas;

(c) Development Agreement between the City of Burleson and Burleson Development, Inc. dated May 31, 2016, recorded under Instrument Number 2016-18200, Johnson County Real Property Records, Johnson County, Texas;

(d) Development Agreement between the City of Burleson and Rocky Bransom et ux Angela, dated October 29, 2014, recorded under Instrument Number 2014-24241, Johnson County Real Property Records, Johnson County, Texas; and

(e) Development Agreement between the City of Burleson and Jerry Donahew, dated October 29, 2014, recorded under Instrument Number 2014-24176, Johnson County Real Property Records, Johnson County, Texas.

Further, the Parties agree if any portion of the Property is subject to a development agreement with the City not listed above, such development agreement is hereby terminated and of no further effect, but only to the extent such development agreement includes real property included in the Property. In the event a development agreement also includes real property that is not included in the Property, the development agreement shall continue in full force and effect over the real property not included in the Property, but shall be terminated as to the real property included in the Property.

### **ARTICLE 31. MISCELLANEOUS MATTERS**

**31.01 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.

**31.02 Agreement Subject to Law.** This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.

**31.04 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.

**31.05 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.

**31.06 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.

**31.07 No Waiver.** Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

**31.08 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 business day after depositing, with such an overnight courier service or (c) two 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.

**Developer:** R.A. Development, Ltd.  
236 E. Ellison St.  
Burleson, TX 76028

**City:** City Manager  
City of Burleson, Texas  
141 West Renfro  
Burleson, Texas 76028

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

**BEDC:** Burleson EDC President  
141 West Renfro  
Burleson, Texas 76028

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

**CURRENT OWNERS:**

Burleson Development, Inc.  
236 E. Ellison St.  
Burleson, TX 76028

B & G South Metro, LP  
236 E. Ellison St.  
Burleson, TX 76028

Rocky Bransom  
236 E. Ellison St.  
Burleson, TX 76028

Rocky Bransom et ux Angela



236 E. Ellison St.  
Burleson, TX 76028

Rocky and Angela Bransom  
236 E. Ellison St.  
Burleson, TX 76028

Alta Burl, LP  
3000 Altamesa Blvd, Ste. 300  
Fort Worth, TX 76133

Janice Yvonne Jackson  
1517 CR 914  
Burleson, TX 76028

The Jackson Family Trust  
1517 CR 914  
Burleson, TX 76028

31.09 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

31.10 **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.

[Signature pages to follow]

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

**CITY OF BURLESON**

By:   
Bryan Langley, City Manager

Date: 6/9/21

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on June 9, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

  
Notary Public, State of Texas



**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By: 

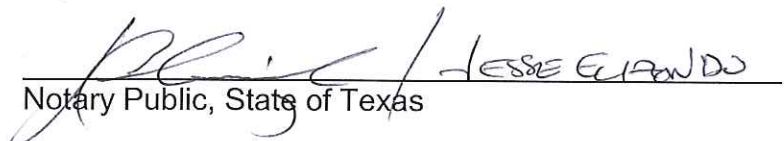
Name: Dan McClendon  
Title: Board President

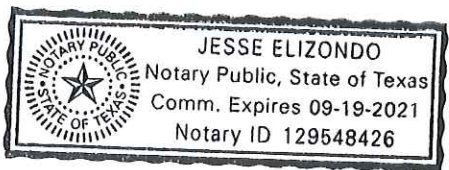
Date: June 9, 2021

STATE OF TEXAS  
COUNTY OF Johnson/Tarrant

This instrument was acknowledged before me on 6/9, 2021 by Dan McClendon, known personally by me to be the Board President of THE Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas





**R.A. Development, Ltd.**  
**a Texas limited partnership**

By: Bransom Management, LLC  
Its general partner


By:   
Rocky Bransom, its Member

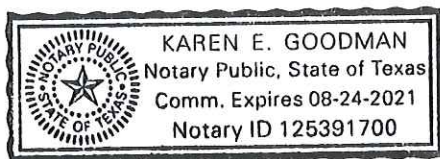
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of Bransom Management, LLC the general partner of R.A. Development, Ltd, on behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas



**BURLESON DEVELOPMENT, INC.**  
a Texas corporation

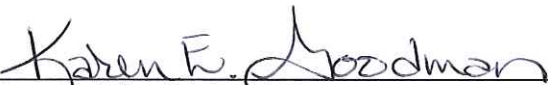
By:   
Rocky Bransom  
its President and Director

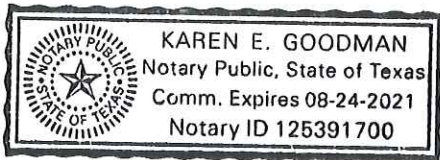
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be the president and director of Burleson Development, Inc., on behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas



**B & G South Metro, LP  
a Texas limited partnership**

By: B.G.S.M. Management Company, LLC  
Its general partner

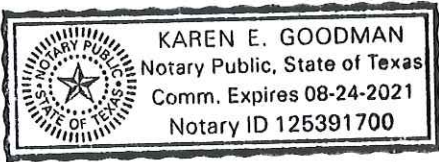
By:   
Rocky Bransom, its Member

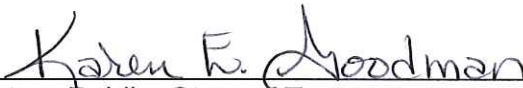
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of B.G.S.M. Management Company, LLC the general partner of B & G South Metro, LP, on behalf of said entity.

[Notary Seal]



  
Notary Public, State of Texas



**ROCKY BRANSOM**

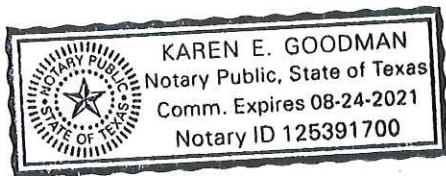
By:   
Rocky Bransom

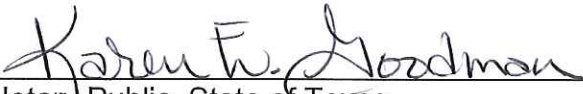
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas

et ux **ANGELA**

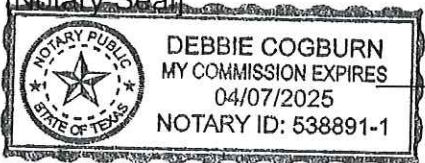
By:   
Angela Bransom

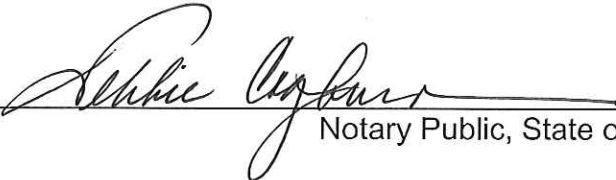
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas

**ROCKY and ANGELA BRANSOM**

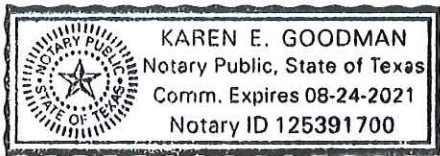
By:   
Rocky Bransom


Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas

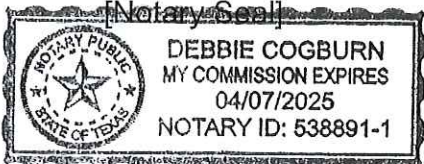
By:   
Angela Bransom


Date: 6-9-21

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]



  
Notary Public, State of Texas

**Alta Burl, LP**  
a Texas limited partnership

By: Eyesight Ventures, LLC  
Its general partner

By: David C. Shanks  
David C. Shanks, its Manager

Date: 6/10/2021

STATE OF ~~TEXAS~~ ALASKA  
COUNTY OF 3rd Judicial district

This instrument was acknowledged before me on June 10, 2021 by David C. Shanks, known personally by me to be the manager of Eyesight Ventures, LLC the general partner of Alta Burl, LP, on behalf of said entity.



Sharon Long  
Notary Public, State of ~~Texas~~ ALASKA

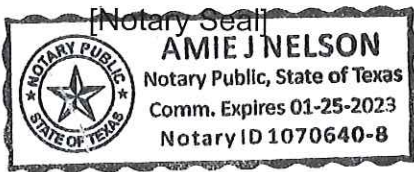


JANICE YVONNE JACKSON

By: *Janice Yvonne Jackson*  
Janice Yvonne Jackson  
Date: 6-10-2021

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me.



*Amie J Nelson*  
Notary Public, State of Texas

JACKSON FAMILY TRUST

By: *Janice Yvonne Jackson* <sup>TTE</sup>  
Janice Yvonne Jackson, a Trustee  
Date: 6-10-2021

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me to be a trustee of the Jackson Family Trust.

[Notary Seal]

*Amie J Nelson*  
Notary Public, State of Texas

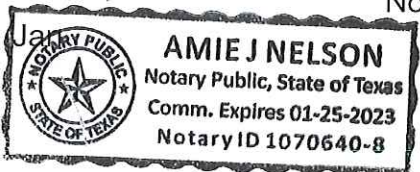


Exhibit A  
Chisholm Summit Real Estate Location Map



# EXHIBIT A CHISHOLM SUMMIT LOCATION MAP

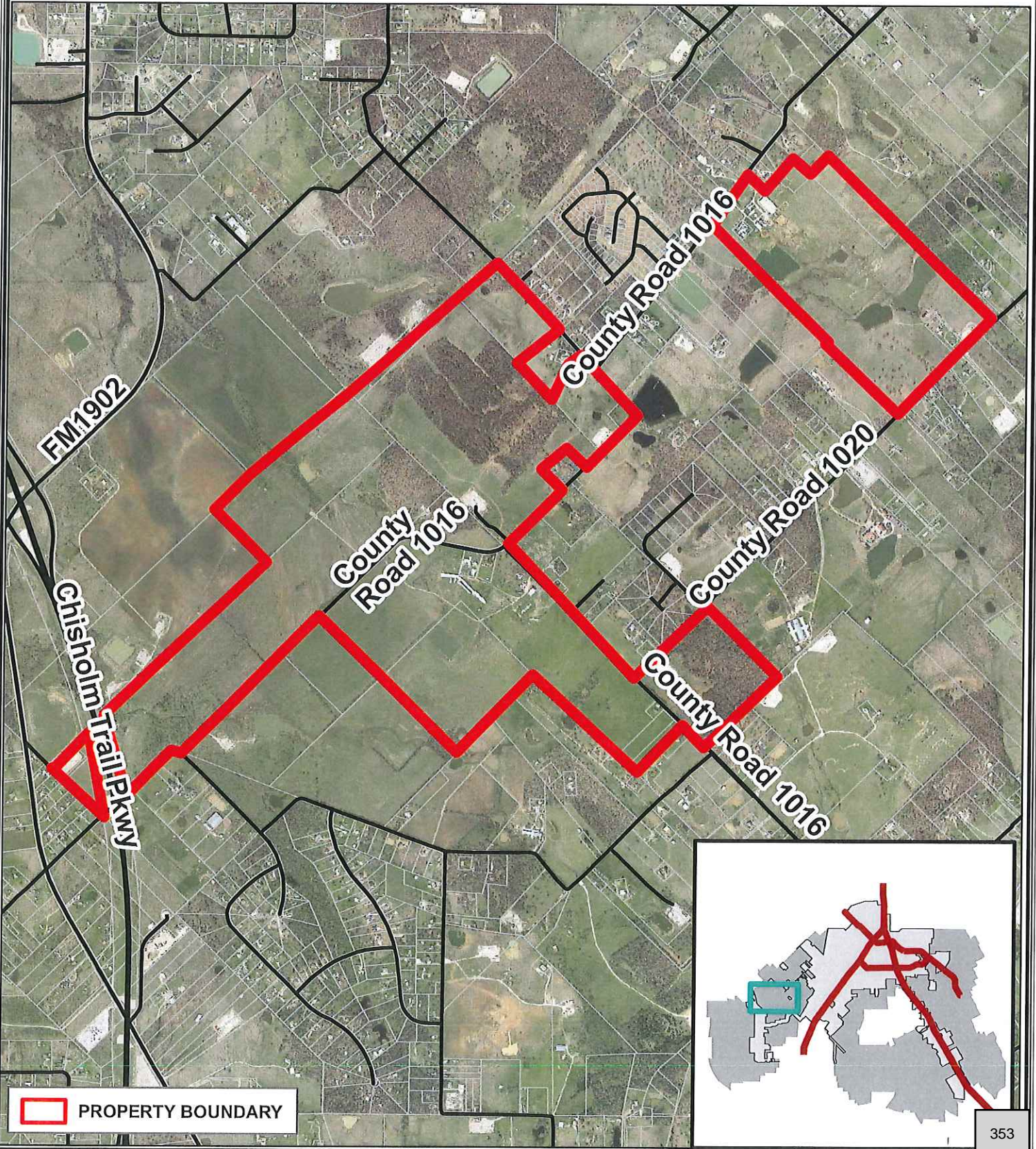


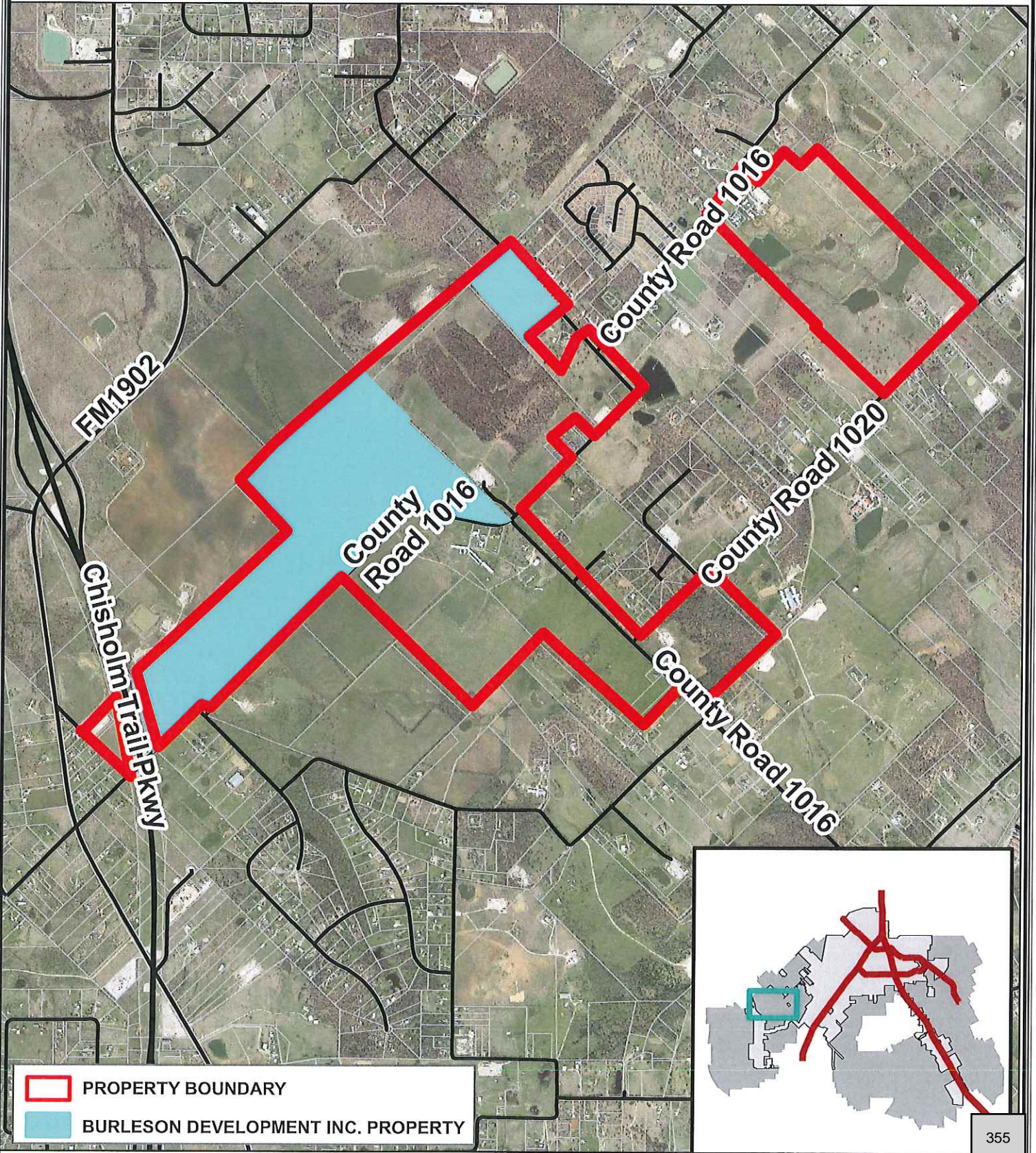


Exhibit A-1

Burleson Development Inc Parcel Location Map



# EXHIBIT A - 1 BURLESON DEVELOPMENT INC. PARCEL LOCATION MAP





-  PROPERTY BOUNDARY
-  BURLESON DEVELOPMENT INC. PROPERTY



Exhibit A-2  
Alta Burl LP Parcel Location Map



# EXHIBIT A - 2 ALTA BURL LP PARCELS LOCATION MAP

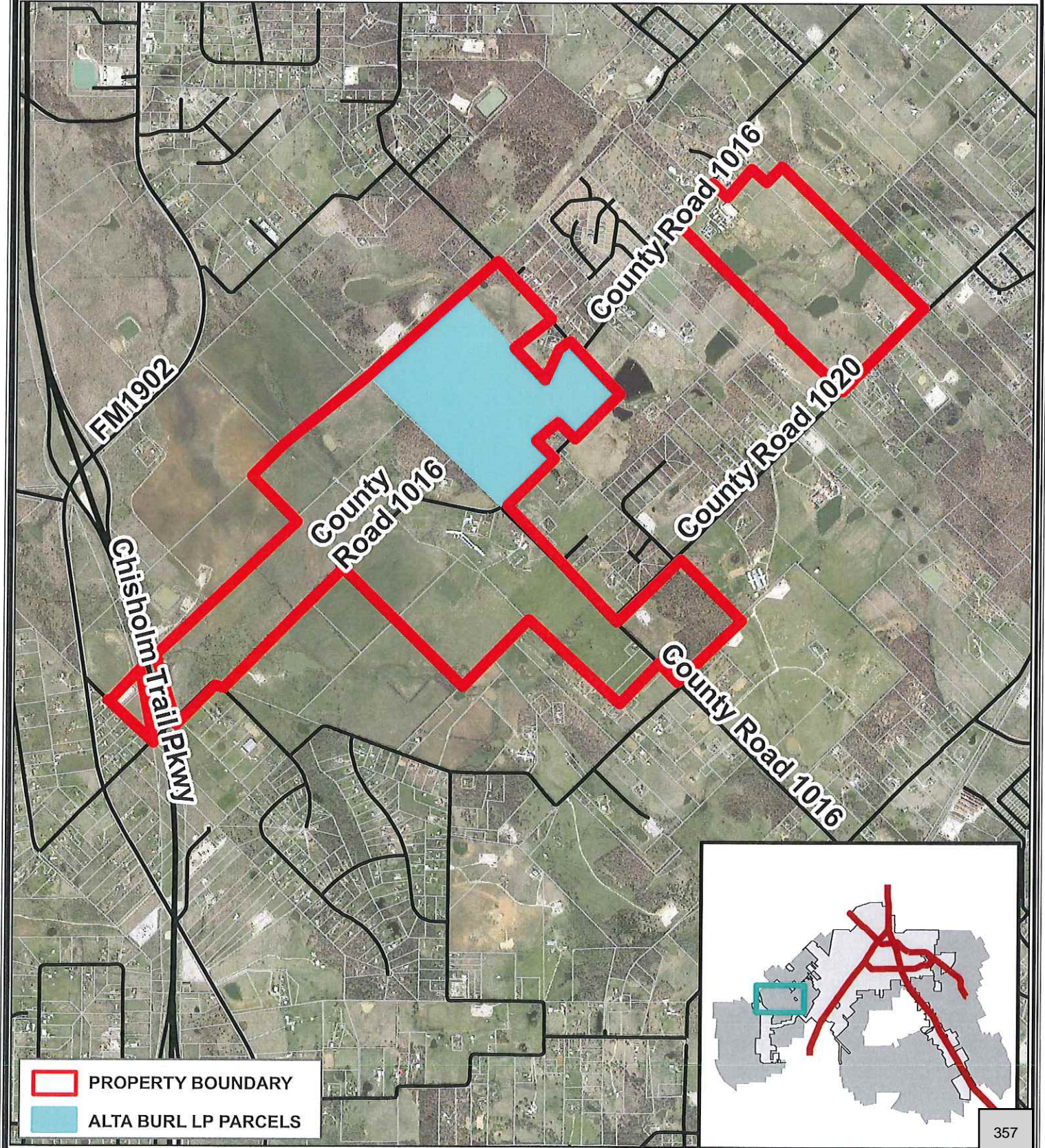


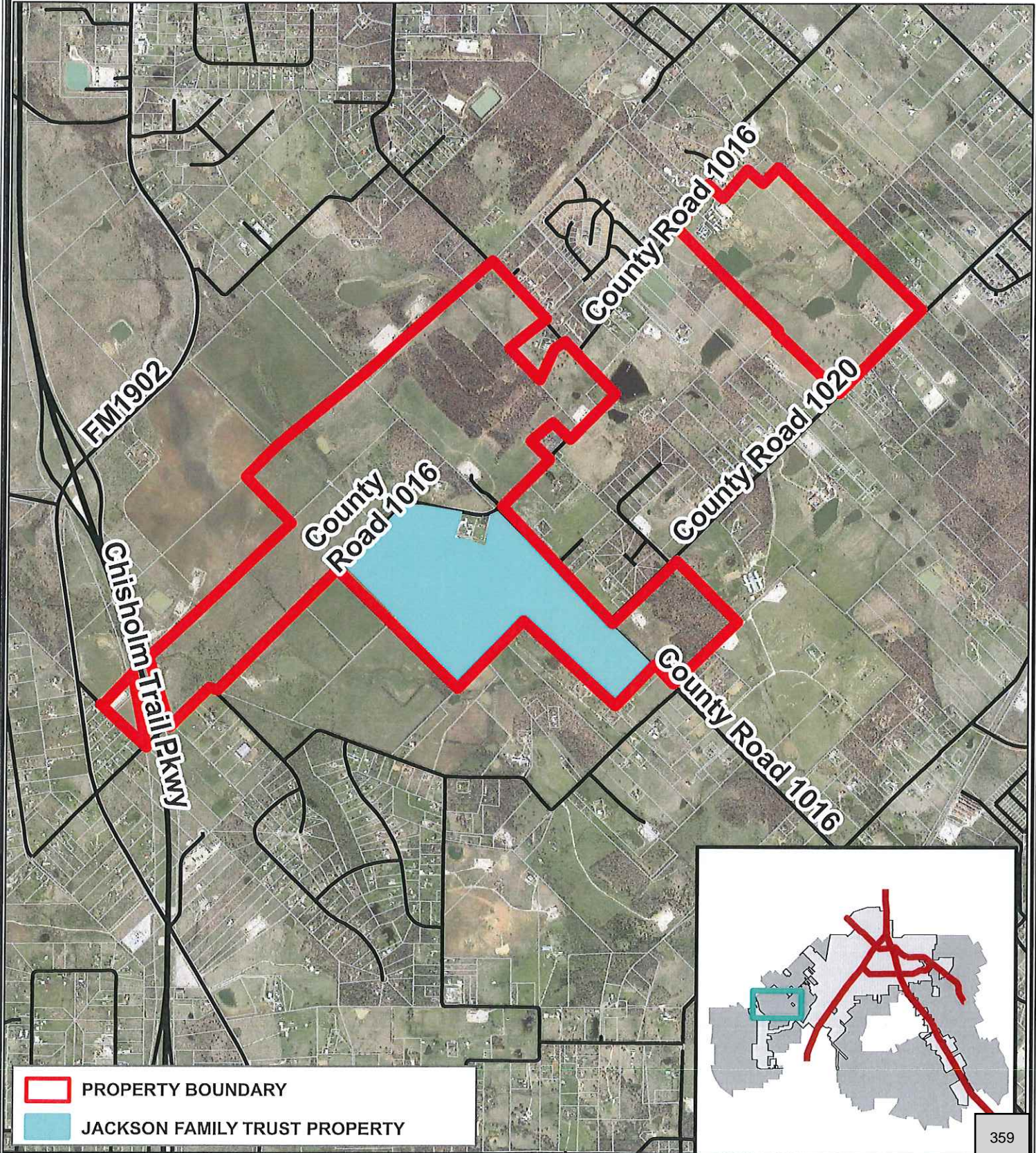


Exhibit A-3

Jackson Family Trust Parcel Location Map



# EXHIBIT A - 3 JACKSON FAMILY TRUST PARCELS LOCATION MAP





-  PROPERTY BOUNDARY
-  JACKSON FAMILY TRUST PROPERTY



Exhibit A-4

Janice Yvonne Jackson Parcel Location Map



# EXHIBIT A - 4 JANICE YVONNE JACKSON PARCELS LOCATION MAP

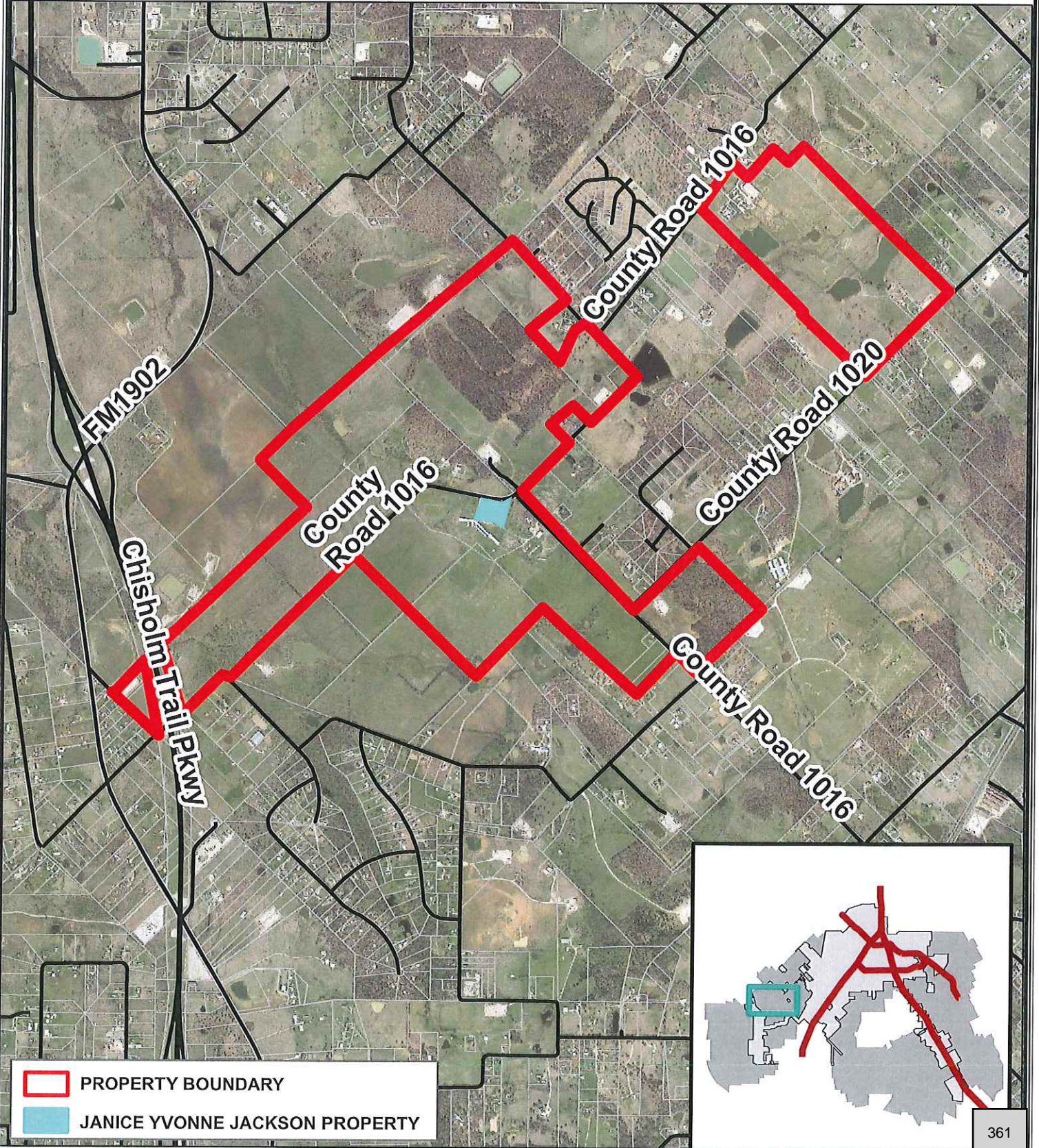




Exhibit A-5

B&G South Metro LP Parcel Location Map



# EXHIBIT A - 5 B&G SOUTH METRO LP LOCATION MAP

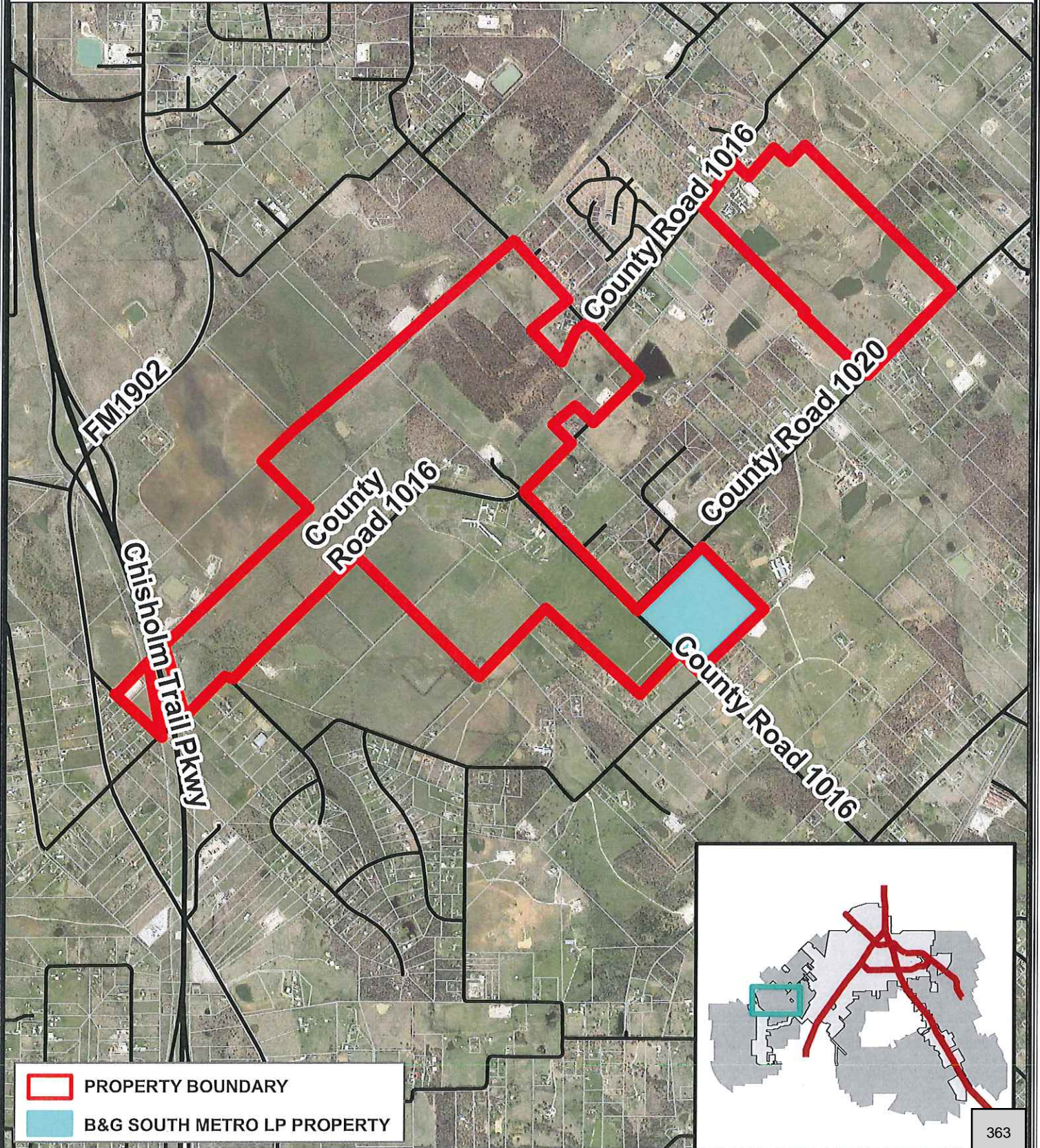




Exhibit A-6  
Rocky Bransom Parcel Location Map



# EXHIBIT A - 6 ROCKY BRANSOM PARCELS LOCATION MAP

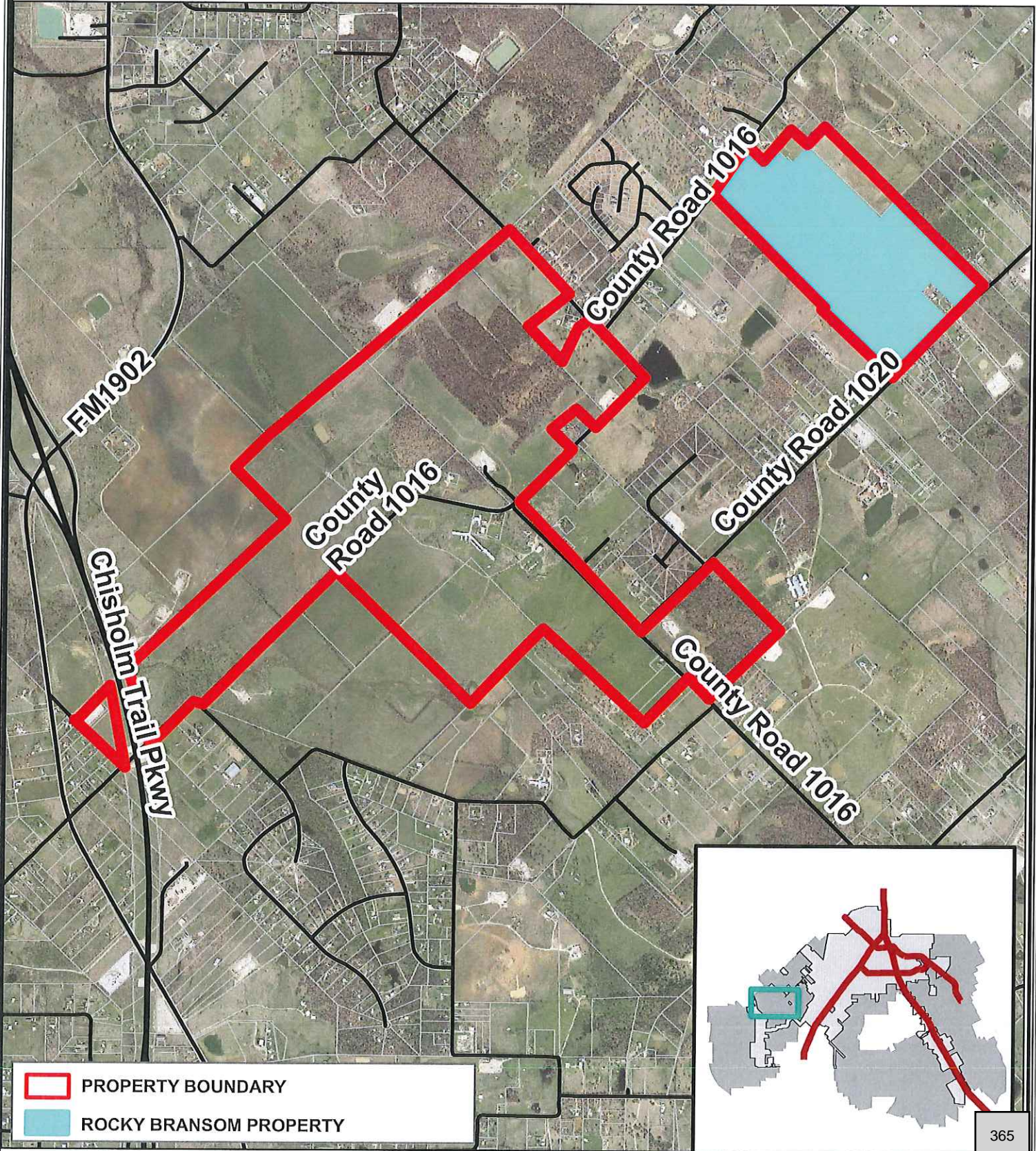




Exhibit A-7

Rocky & Angela Bransom Parcel Location Map



# EXHIBIT A - 7 ROCKY AND ANGELA BRANSOM PARCELS LOCATION MAP

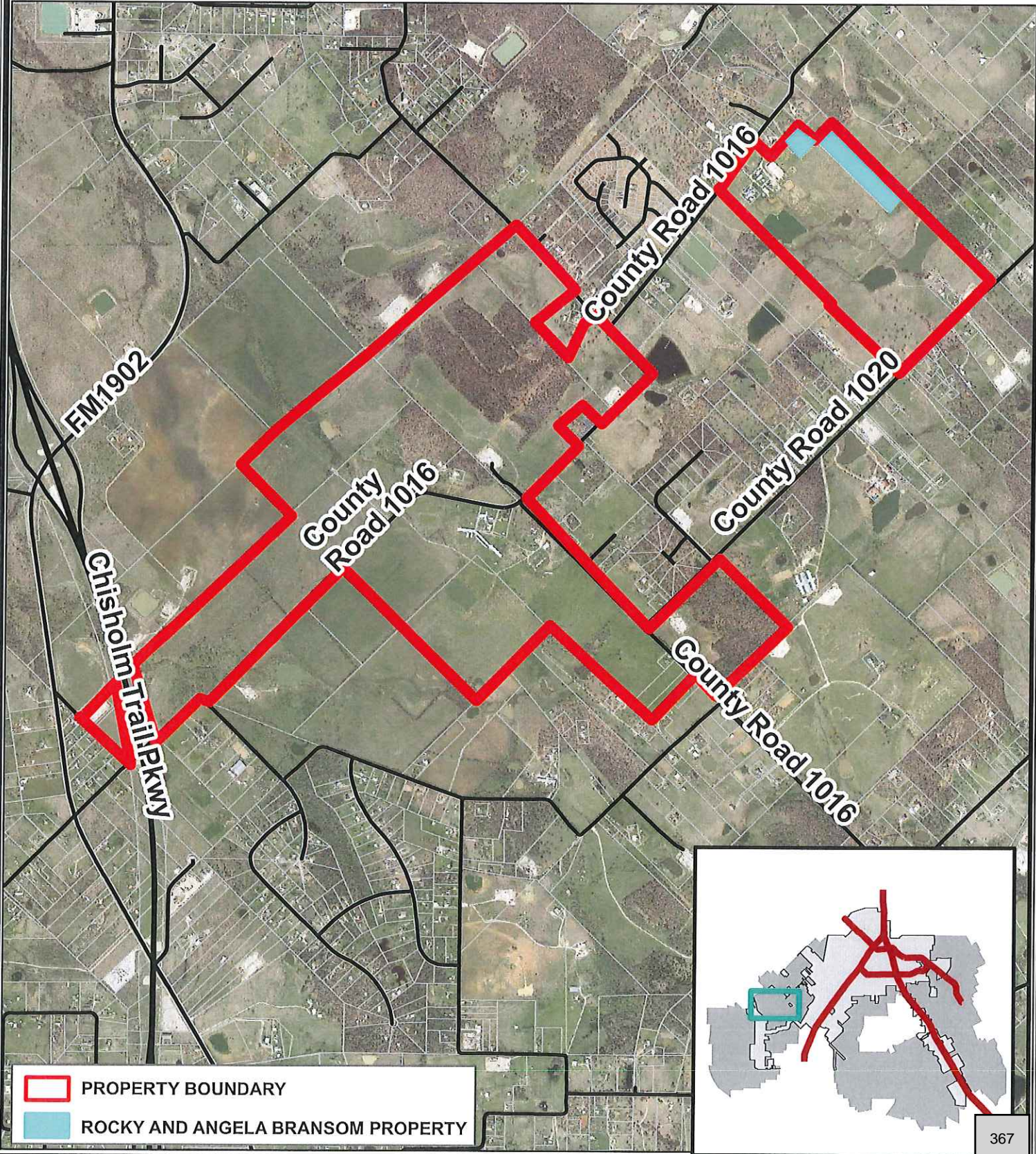




Exhibit A-8

RA Development Ltd Parcel Location Map



# EXHIBIT A - 8 RA DEVELOPMENT LTD. PARCELS LOCATION MAP

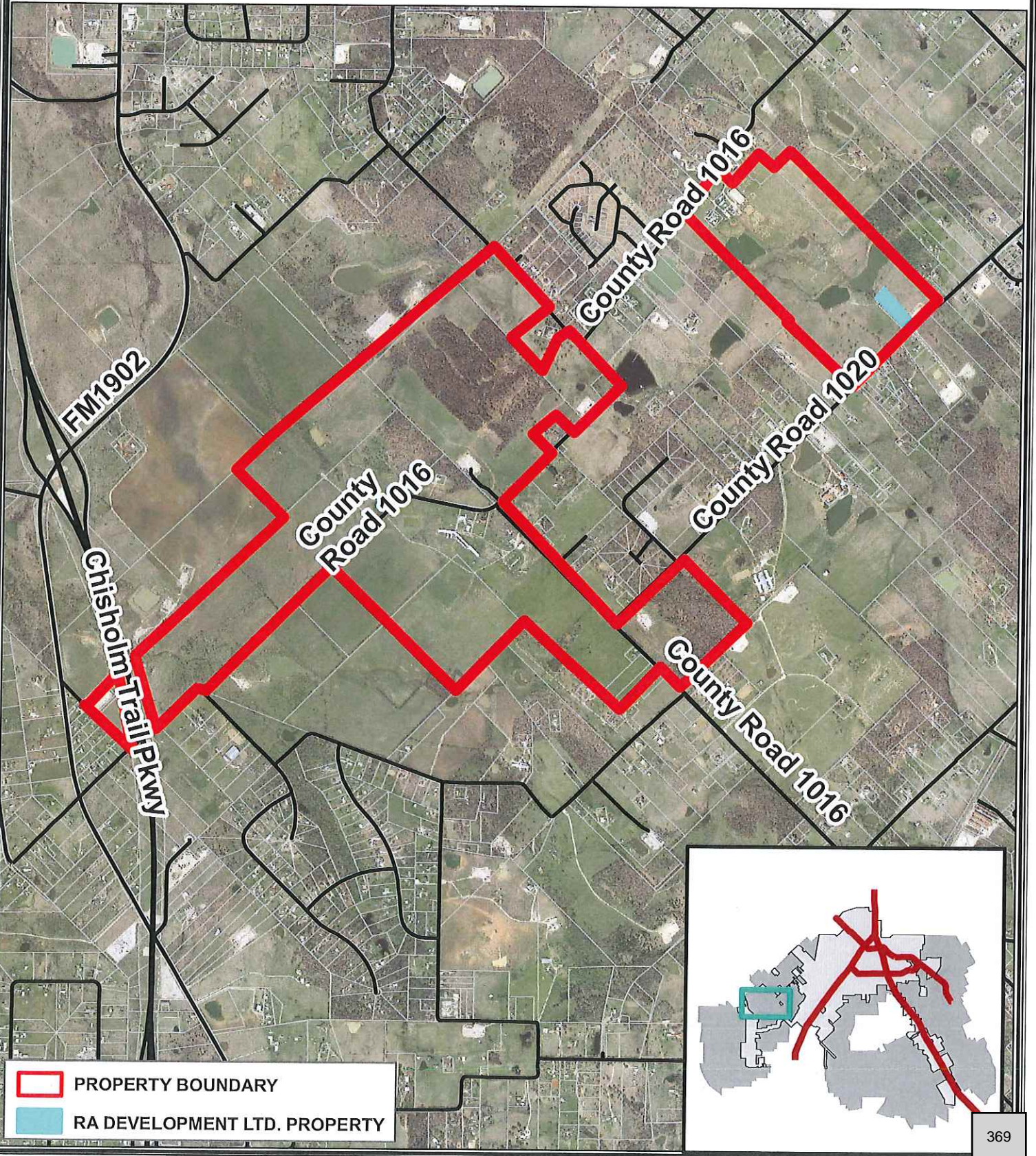
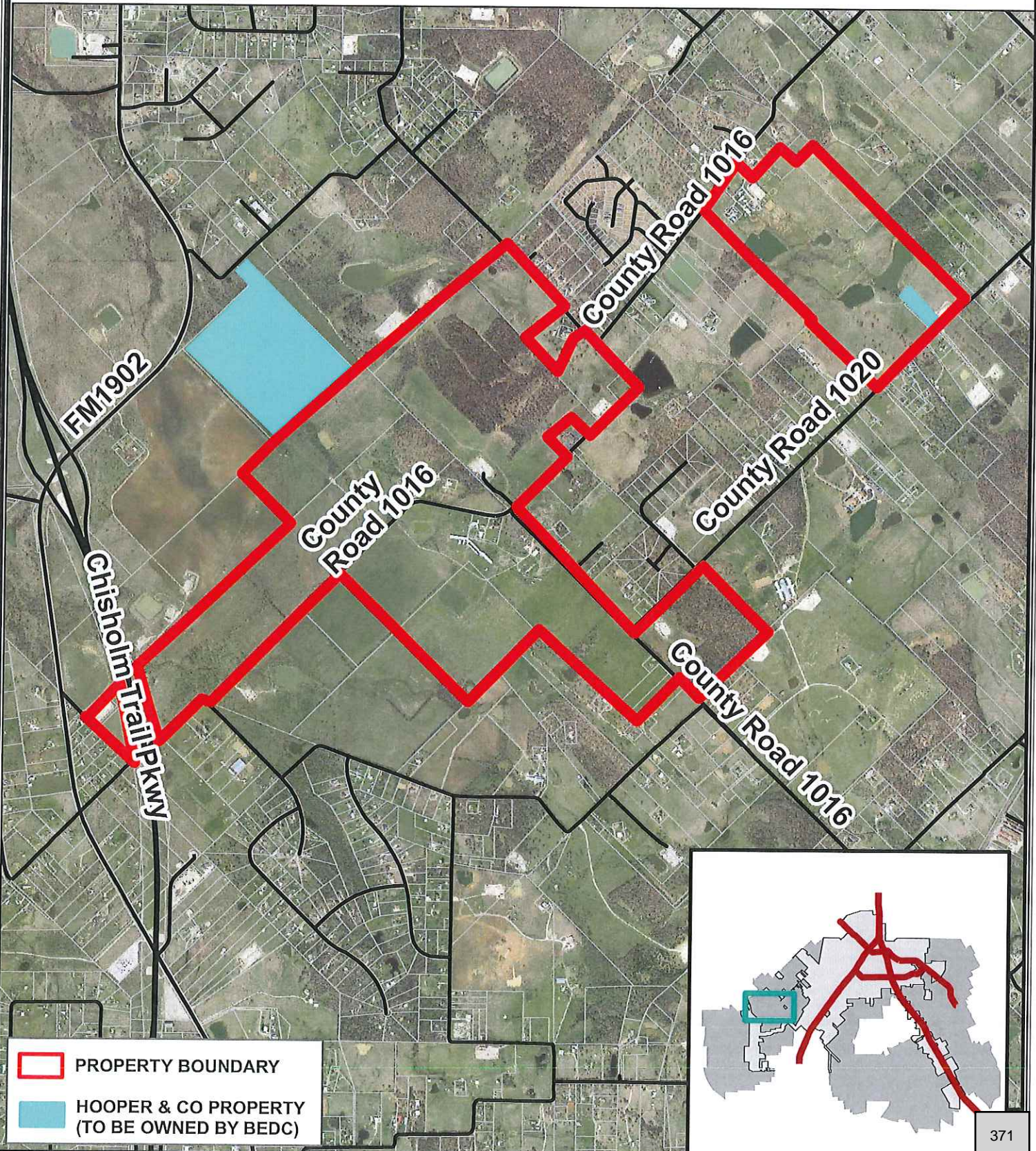





Exhibit A-9  
Hooper & Co Parcel Location Map



**EXHIBIT A - 9  
HOOPER & CO PARCELS  
(TO BE OWNED BY BEDC)  
LOCATION MAP**



 PROPERTY BOUNDARY


 HOOPER & CO PROPERTY  
(TO BE OWNED BY BEDC)



Exhibit B  
Preliminary Concept Plan

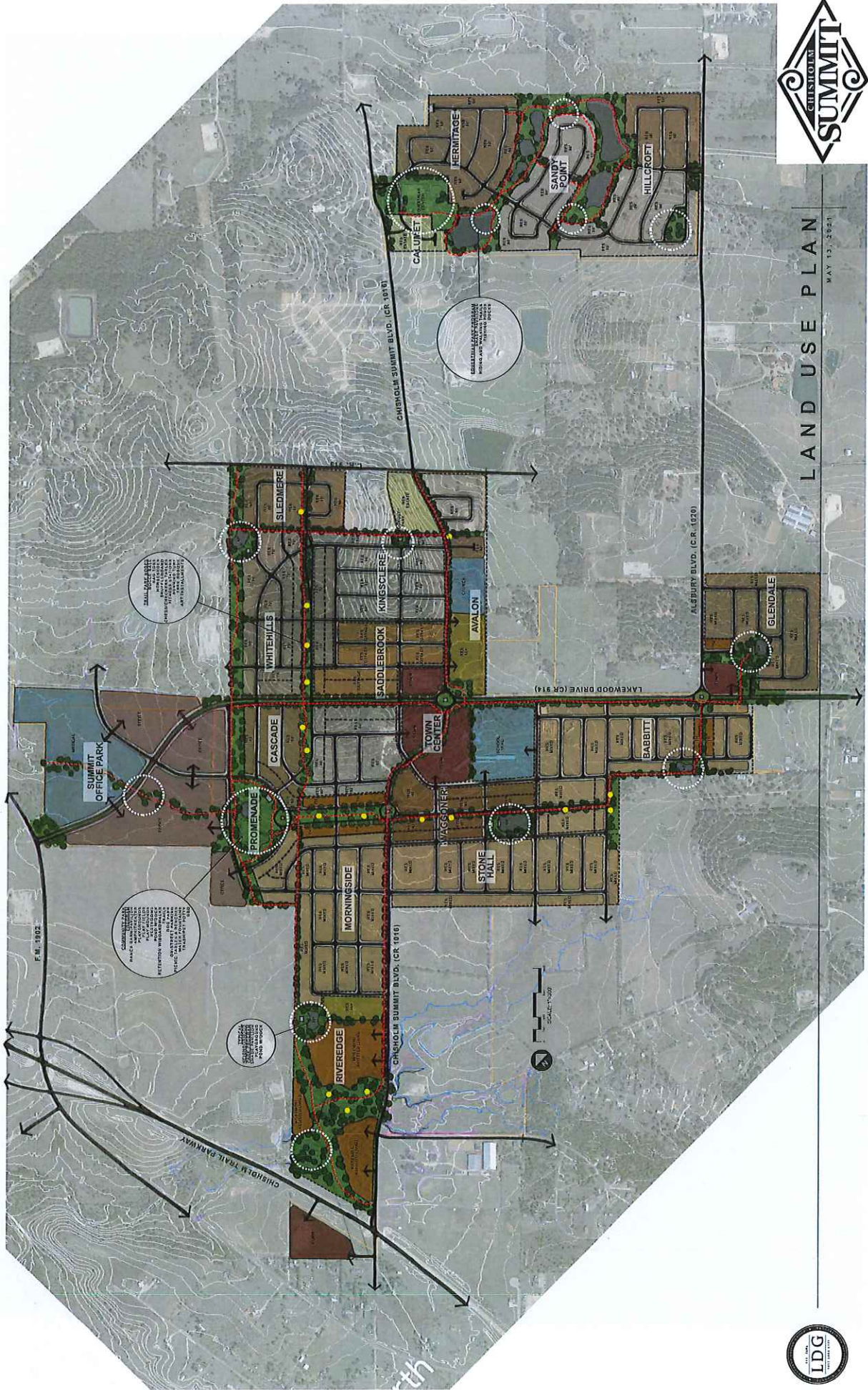


Exhibit C  
Development Standards



**EXHIBIT C  
DEVELOPMENT STANDARDS**

**SECTION 1: GENERAL**

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

**SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

### **SECTION 3: PROCESS**

1. The development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
  - (i) Land uses
  - (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans
  - (iii) Designated Open Space
  - (iv) Park proximities
  - (v) Landscape Plan
  - (vi) Trail Plan
  - (vii) Park acreage – both for the current development plan and cumulative of prior development plans.
3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

**SECTION 4: THEME**

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
3. The general components of the theme can be described literally as:
  - (i) “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
  - (ii) “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
  - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

**SECTION 5: LOT STANDARDS**

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	



80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited	-	
Estate	100'	12000	2800	42	2.78%	0% Unlimited	-	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%		
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%		Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

**SECTION 6: ARCHITECTURAL STANDARDS**

1. Masonry standards. All structures must meet the City’s Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City’s zoning ordinances to establish uses and design standards.
  - (i) Traditional homes (60’, 70’ and 80’ lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
  - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
  - (i) Carriage style garage door
  - (ii) Garage door not facing the street
  - (iii) Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
  - (iv) Eyebrow or arched front windows
  - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
  - (vii) Front porch railings of either wood or wrought iron
  - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
  - (ix) Cupolas or turrets
  - (x) Dormers
  - (xi) Gable
  - (xii) Decorative attic or gables feature, minimum 2 square feet
  - (xiii) Two or more offsets in the front façade of at least 24" depth
  - (xiv) Metal roof accents
  - (xv) Recessed entry, an minimum of three (3') deep
  - (xvi) Variable roof pitch equal to or greater than 8:12
  - (xvii) Exterior shutters on at least 75% of the windows on the front façade
  - (xviii) Masonry arches
  - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
  5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
  6. The Planned Development Ordinance will establish anti-monotony standards.
  7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

**SECTION 7: OPEN SPACE/PARKS**

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
  - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
  - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
  - (iii) Parks shall generally be constructed in accordance with the following:
    - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.



- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

<b>Park Amenities</b>	<b>Community Park</b>	<b>Neighborhood Park</b>
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
<b>Site Furnishings</b>		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
<b>Optional Amenities</b>		
<b>Primary</b>		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
<b>Secondary</b>		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
  - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
  - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square feet house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

#### **SECTION 8: LANDSCAPING**

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.



## **SECTION 9: ENHANCED WALLS AND FENCING**

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
  - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
  - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
  - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
  - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
  - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
  - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
  - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
  - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.
  - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
  
2. Fencing exhibit must be provided with the Planned Development ordinance.

## **SECTION 10: BUFFERS**

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

## **SECTION 11: STREET LAYOUT**

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
  - (i) Lakewood Blvd.
    - Minimum 4 lanes
    - minimum 120 foot ROW
    - Trail component
    - landscaped parkways and/or medians
  - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
  - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
  - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
  - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
  - (iii) Cul de sacs
  - (iv) Short block lengths
  - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

## **SECTION 12: TRAILS**

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
  - (i) 6-foot trail comprised of two 3-foot tread areas
  - (ii) 4-foot trail comprised of two 2-foot tread areas
  - (iii) Material of native soil with no road base plus wood chip in low drainage areas
  - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
  - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
  - (i) Bocce Ball
  - (ii) Bag Toss
  - (iii) Horseshoes
  - (iv) Shuffleboard
  - (v) Chess/Checkers Tables
  - (vi) Fitness Stations
  - (vii) Art Installments
  - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

### **SECTION 13: LIGHTING**



1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

#### **SECTION 14: SIGNS**

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

#### **SECTION 15: MULTI-FAMILY/SENIOR LIVING**

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family, Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

#### **SECTION 16: COMMERCIAL ELEMENTS**

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

#### **SECTION 17: COMMUNITY BUILDING(S)**

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
  - (i) Party rooms for HOA-member use
  - (ii) Covered patio
  - (iii) Fire pits
  - (iv) Outdoor kitchen
  - (v) Restrooms
  - (vi) HOA office
  - (vii) Pedestrian connections to Community Park amenities
  - (viii) Dedicated parking for building use
  - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

#### **SECTION 18: NEIGHBORHOOD ACTIVITIES**

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

#### **SECTION 19: ATTACHMENT DESCRIPTIONS**

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1



Exhibit C  
Development Standards  
Attachment 1



1

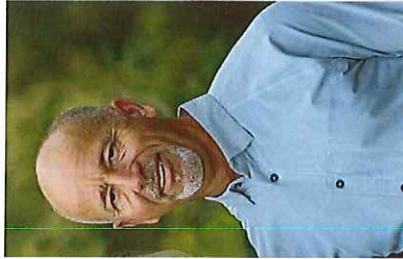
# THE HEIGHT OF BURLESON LIVING

RA Development, Ltd.

February 22, 2021

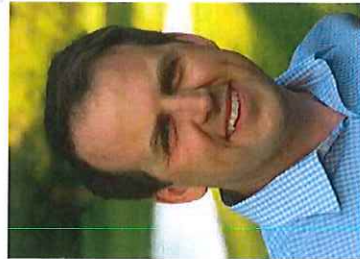


# BURLESON DEVELOPMENT, INC.



## ROCKY BRANSOM

Mr. Bransom has delivered several thousand lots into the Burleson market over the last 30 years. His experience in real estate extends past property development to every trade throughout the process in home construction, utilities, excavation and paving. Rocky has been committed to positive growth in the Burleson area and considers his roots here to be something that drives the quality of the final product.



## JUSTIN BOND

Mr. Bond has worked in land use development and construction for 15 years, from building schools to advocating for local natural gas development to promoting the growth of Burleson as a City director. Justin manages all development projects from design to construction for Rocky's companies. His family has proudly lived and worked in Burleson for nearly 60 years.

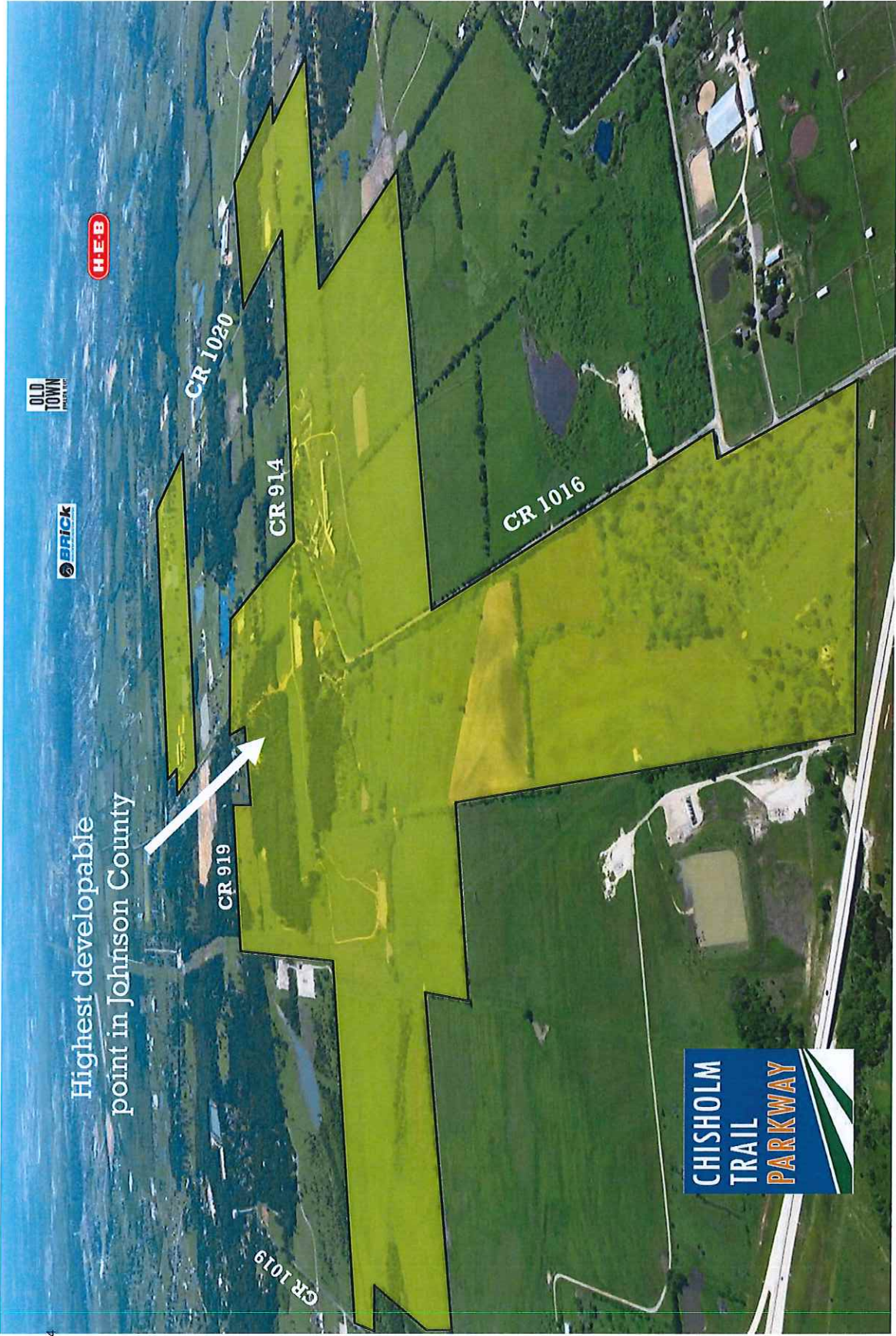




# PROPERTY HISTORY

- 2005 – Annexations by City of Burleson to establish a western boundary at the Chisholm Trail Parkway (CTP)
- 2014 & 2016 – Development Agreements with CTP-area owners in Burleson extra-territorial jurisdiction to establish rules for future annexations
- 2016-2021 – Burleson Development, Inc. (Rocky Bransom) and affiliated partners coordinate acquisition of large parcels near the CTP
- 2018 – “Chisholm Summit”, a residential community on the CTP, presented to the City for preliminary review but faced challenges related to sewer capacity
- 2019 – Wastewater Analysis for Chisholm Summit area conducted
- 2021 - Additional acquisitions and partnerships bring development of Chisholm Summit to approximately 915 acres



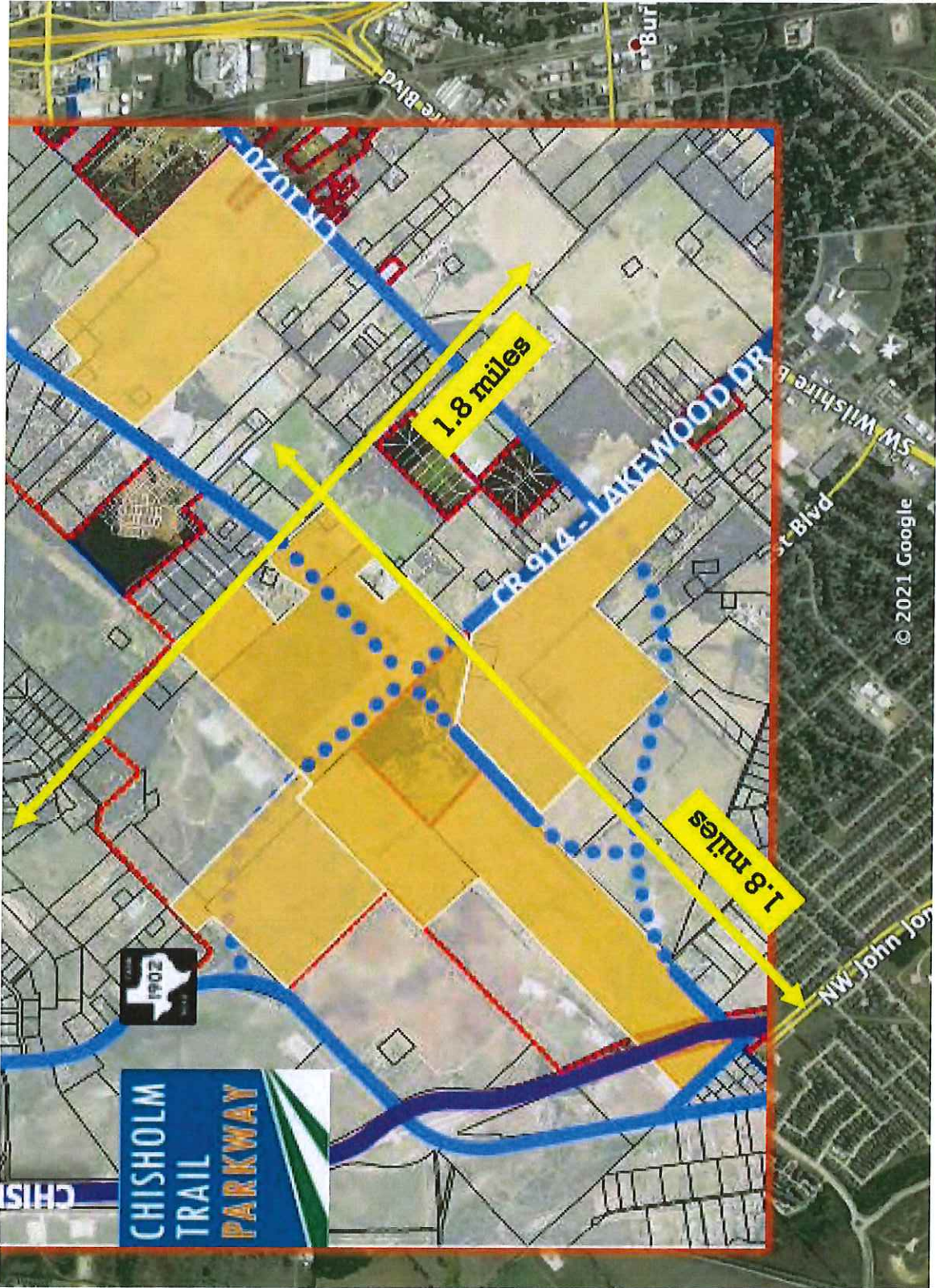


Highest developable  
point in Johnson County











**EXHIBIT C  
DEVELOPMENT STANDARDS**

**SECTION 1: GENERAL**

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

**SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

- (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
- (iii) the Development Standards;
- (iv) the Subdivision and Development Ordinance and Design Standards Manual;
- (v) the Building Codes;
- (vi) the Approved Plats; and
- (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

### **SECTION 3: PROCESS**

1. The development will follow all standard City processes for platting, zoning, and plan review.
2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
  - (i) Land uses
  - (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans
  - (iii) Designated Open Space
  - (iv) Park proximities
  - (v) Landscape Plan
  - (vi) Trail Plan
  - (vii) Park acreage – both for the current development plan and cumulative of prior development plans.
3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.



**SECTION 4: THEME**

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
3. The general components of the theme can be described literally as:
  - (i) “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
  - (ii) “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
  - (iii) “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

**SECTION 5: LOT STANDARDS**

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% Unlimited -	
Estate	100'	12000	2800	42	2.78%	0% Unlimited -	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%	
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%	Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

**SECTION 6: ARCHITECTURAL STANDARDS**

1. Masonry standards. All structures must meet the City’s Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City’s zoning ordinances to establish uses and design standards.
  - (i) Traditional homes (60’, 70’ and 80’ lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
  - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
  - (i) Carriage style garage door
  - (ii) Garage door not facing the street
  - (iii) Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
  - (iv) Eyebrow or arched front windows
  - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
  - (vii) Front porch railings of either wood or wrought iron
  - (viii) Front door with at least 20% area covered with decorative glass or wrought iron
  - (ix) Cupolas or turrets
  - (x) Dormers
  - (xi) Gable
  - (xii) Decorative attic or gables feature, minimum 2 square feet
  - (xiii) Two or more offsets in the front façade of at least 24" depth
  - (xiv) Metal roof accents
  - (xv) Recessed entry, an minimum of three (3') deep
  - (xvi) Variable roof pitch equal to or greater than 8:12
  - (xvii) Exterior shutters on at least 75% of the windows on the front façade
  - (xviii) Masonry arches
  - (xix) At least two types of masonry materials (stone, brick or stucco)
4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
  5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
  6. The Planned Development Ordinance will establish anti-monotony standards.
  7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

**SECTION 7: OPEN SPACE/PARKS**

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.



4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.
9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
  - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
  - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
  - (iii) Parks shall generally be constructed in accordance with the following:
    - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

<b>Park Amenities</b>	<b>Community Park</b>	<b>Neighborhood Park</b>
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
<b>Site Furnishings</b>		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
<b>Optional Amenities</b>		
<b>Primary</b>		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
<b>Secondary</b>		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
  - Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
  - Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof



and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square foot house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

## **SECTION 8: LANDSCAPING**

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

## **SECTION 9: ENHANCED WALLS AND FENCING**

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
  - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
  - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
  - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
  - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
  - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
  - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
  - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
  - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment I.
  - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

## **SECTION 10: BUFFERS**

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

### **SECTION 11: STREET LAYOUT**

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
2. Roadways shall meet the following general design guidelines:
  - (i) Lakewood Blvd.
    - Minimum 4 lanes
    - minimum 120 foot ROW
    - Trail component
    - landscaped parkways and/or medians
  - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
  - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
  - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
  - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
  - (iii) Cul de sacs
  - (iv) Short block lengths
  - (v) Curvilinear methods, if necessary
4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

### **SECTION 12: TRAILS**

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added



where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
  - (i) 6-foot trail comprised of two 3-foot tread areas
  - (ii) 4-foot trail comprised of two 2-foot tread areas
  - (iii) Material of native soil with no road base plus wood chip in low drainage areas
  - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
  - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities:
  - (i) Bocce Ball
  - (ii) Bag Toss
  - (iii) Horseshoes
  - (iv) Shuffleboard
  - (v) Chess/Checkers Tables
  - (vi) Fitness Stations
  - (vii) Art Installments
  - (viii) Science/Engineering Installments

A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

### **SECTION 13: LIGHTING**

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

#### **SECTION 14: SIGNS**

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

#### **SECTION 15: MULTI-FAMILY/SENIOR LIVING**

1. Architectural features shall reflect the theme of the development.
2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

#### **SECTION 16: COMMERCIAL ELEMENTS**

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

#### **SECTION 17: COMMUNITY BUILDING(S)**

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
  - (i) Party rooms for HOA-member use
  - (ii) Covered patio
  - (iii) Fire pits
  - (iv) Outdoor kitchen
  - (v) Restrooms
  - (vi) HOA office
  - (vii) Pedestrian connections to Community Park amenities
  - (viii) Dedicated parking for building use
  - (ix) Strand light plaza
2. The building space will be privately-owned and maintained by the HOA.
3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

#### **SECTION 18: NEIGHBORHOOD ACTIVITIES**

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.



2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

### **SECTION 19: ATTACHMENT DESCRIPTIONS**

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1





# BY THE NUMBERS

- Approx. 915 acres in Master-Planned Community
- 3066 Residential Units (projected)
  - 75% Single-family (ranging frontage 40' to 80')
  - 25% Townhome/Senior Living/Multifamily
- Over 10 miles interconnected Trail System
- 102 acres dedicated Park land
  - Community Park, Pocket Parks, Trail Parks
  - Equestrian Center
  - Passive & Natural Areas
- 28 acres – Commercial nodes
- Neighborhood services at high-traffic corners
- Central node - “Chisholm Square”
- 92 acres – Professional Office Park / Medical District

## PROVIDERS

- Water – Johnson County SUD
- Sewer – City of Burleson
- Electric – United Cooperative
- School – Joshua ISD







# CITY REQUIREMENTS FOR MASTER-PLANNED COMMUNITIES

- All Master-Planned Developments:
  - Enhanced Landscaping
  - Architectural Standards
  - Enhanced Walls and Fencing
  - Open Space over Minimum
- +
- Larger Developments:
  - Connecting Trails
  - Lot Size Variety
  - Buffers
  - Amenity Centers
  - Themes & Sense of Place
  - Commercial Elements
  - Neighborhood Activities
  - Creative Additions



LAND USE PLAN





**THEME  
&  
PLACEMAKING**



<sup>11</sup>  
**WESTERN**

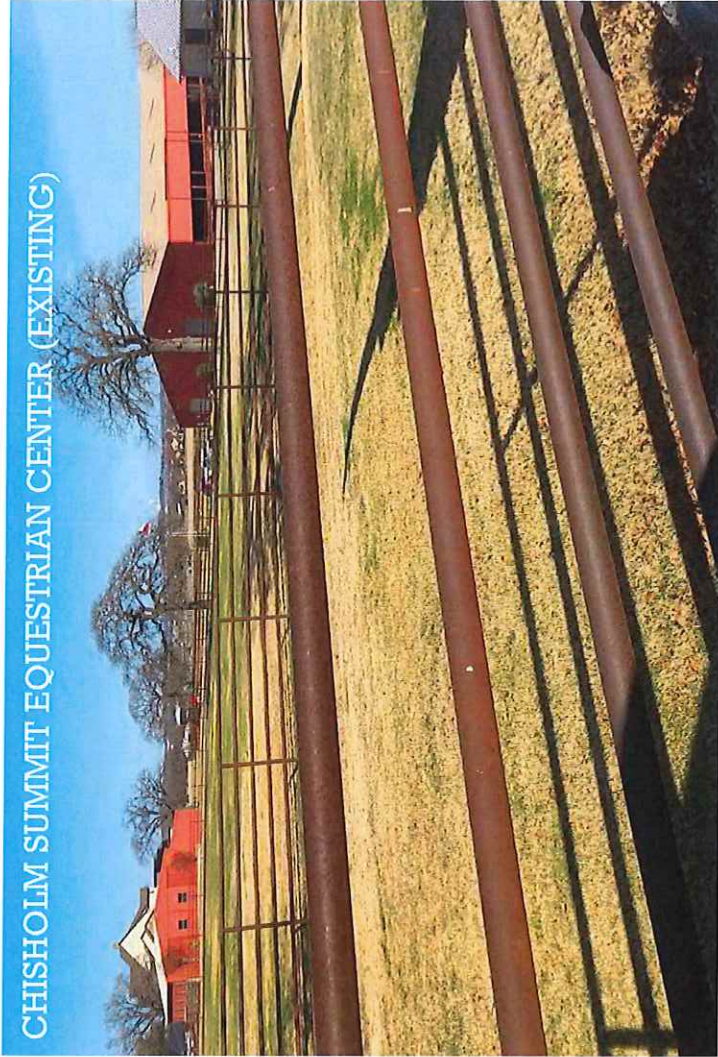
RUSTIC  
GROWTH  
HORSES  
FOLK  
GATEWAY  
PROGRESS

**ACTIVE**

TRAILS  
OUTDOORS  
PURPOSE  
MOVEMENT  
NATURE

**FAMILY**

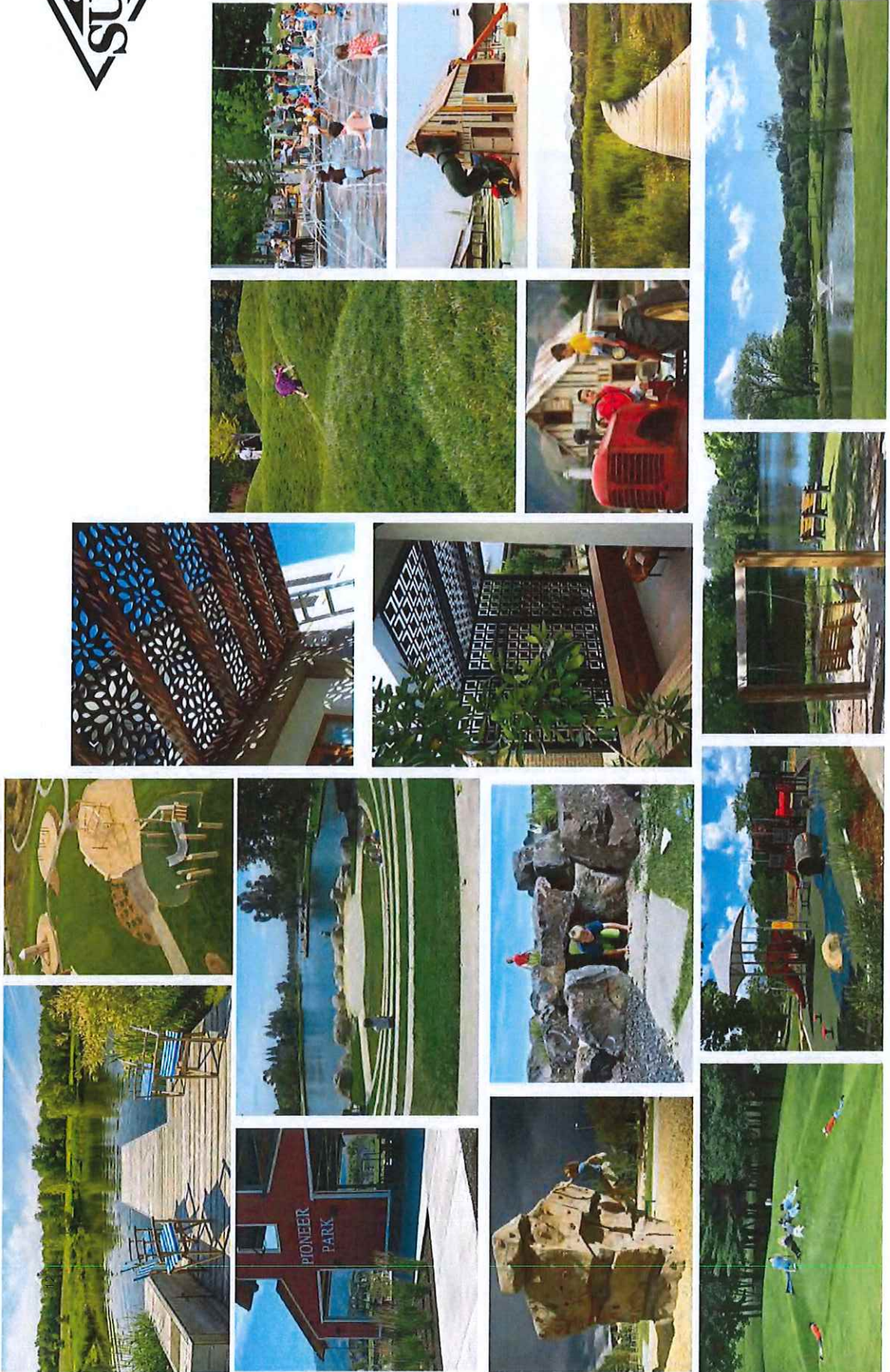
TOGETHER  
COMMUNITY  
NEIGHBORS  
GENERATIONX  
CARE



CHISHOLM SUMMIT EQUESTRIAN CENTER (EXISTING)



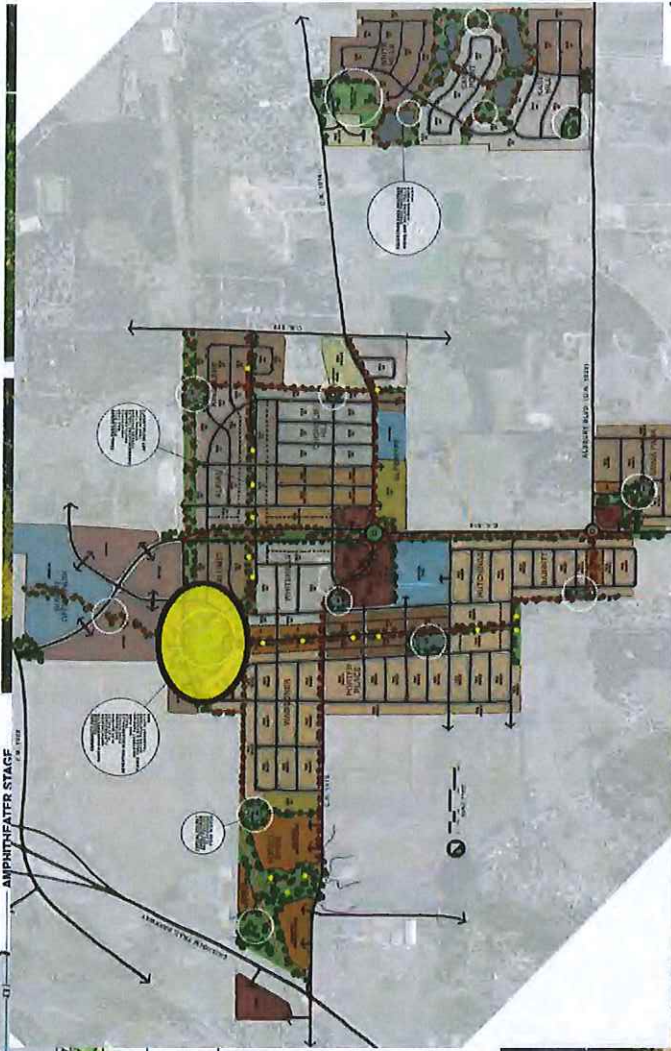




**OPEN SPACE  
AMENITY CENTERS  
CONNECTING TRAILS  
NEIGHBORHOOD ACTIVITIES**







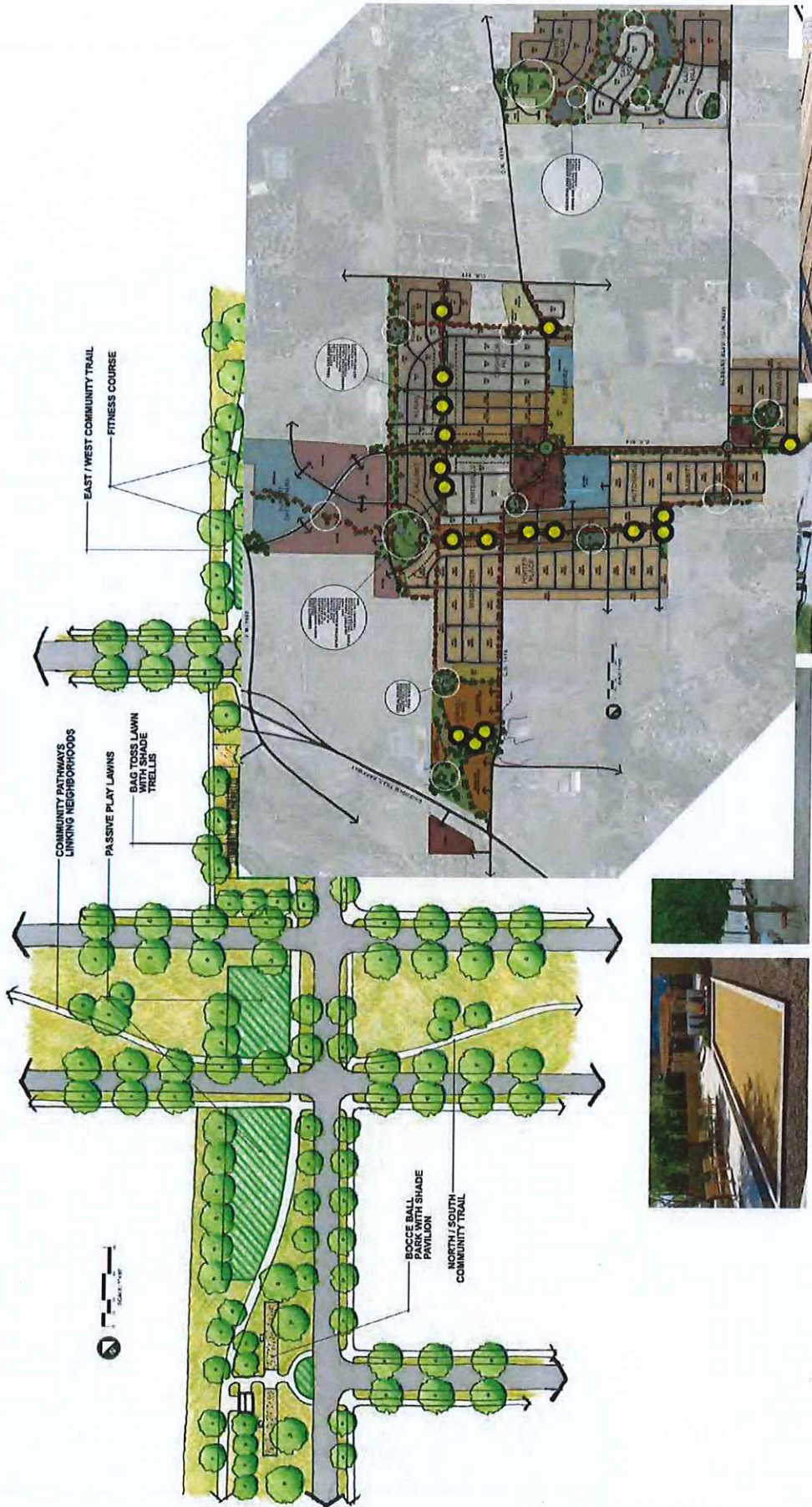
**COMMUNITY PARK PLAN**  
FEBRUARY 17, 2021











**TYPICAL TRAIL PARK CORRIDOR**  
FEBRUARY 15, 2021





# EQUESTRIAN CENTER AND TRAILS



- Trails for horseback riding
- Over 45 acres with large peaceful ponds for fishing and relaxing
  - Full property shown here is approximately 160 acres
- Equestrian Center currently on property will remain as an amenity for Chisholm Summit residents
- Shade pavilions and pocket park







**LOT SIZE VARIETY  
BUFFERS  
COMMERCIAL ELEMENTS**



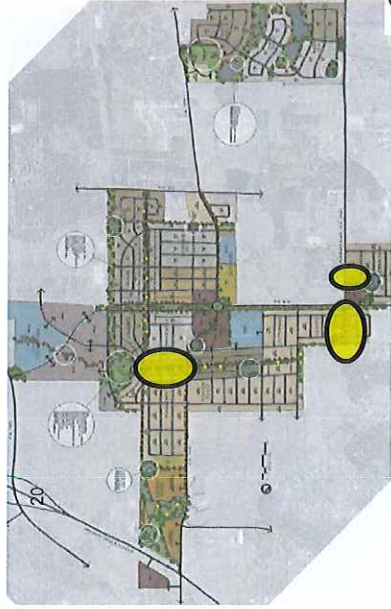
# LOT SIZE VARIETY



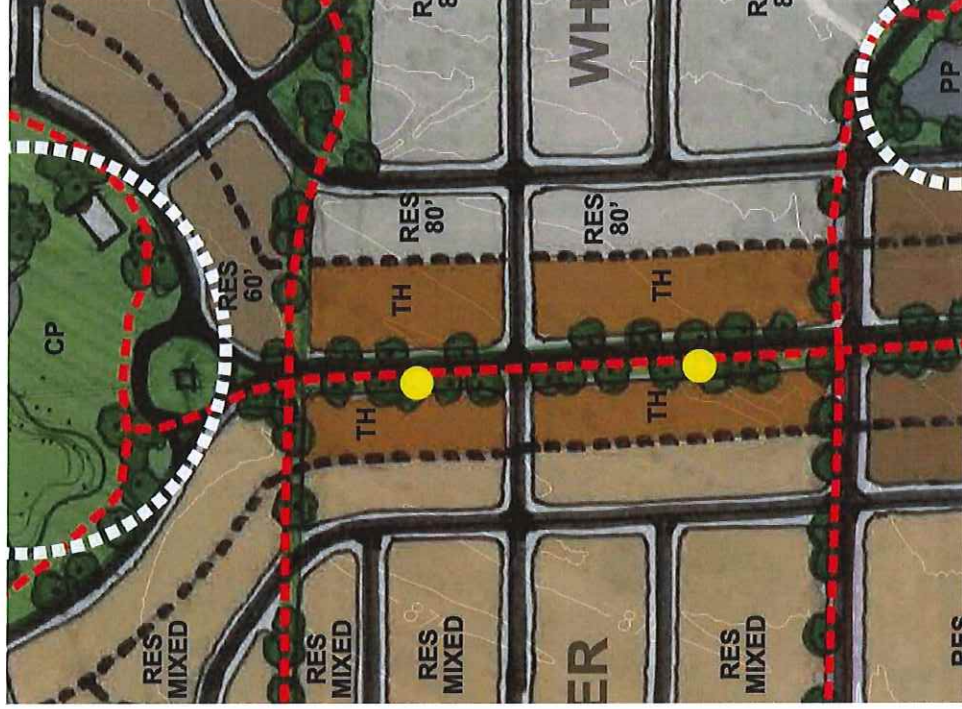
- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- **Single-family homes include:**
  - Cottages with detached garages
  - Traditional one- and two-story homes
  - Patio homes with shared front yards and alley access
  - Lots with a little more elbow room and existing trees
  - Estate lots with a view of Burleson
- **Higher-density areas include:**
  - Age-55+ homes under 1300 sqft
  - Two-story townhomes on zero-lot lines
  - Multifamily housing with facility amenities
  - Senior care centers with nearby greenspace







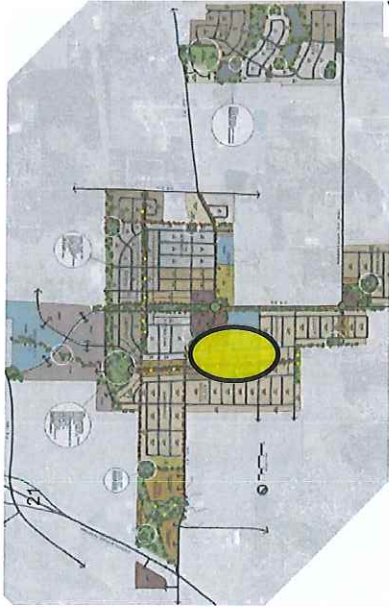
# TOWNHOMES



- Two-story townhomes
- Individual units for ownership
- Rear alley vehicular access
- Front lot line at street/sidewalk edge
- Adds scale to primary community corridor
- Located near public amenity areas
- Typical lot – 25' x 100'

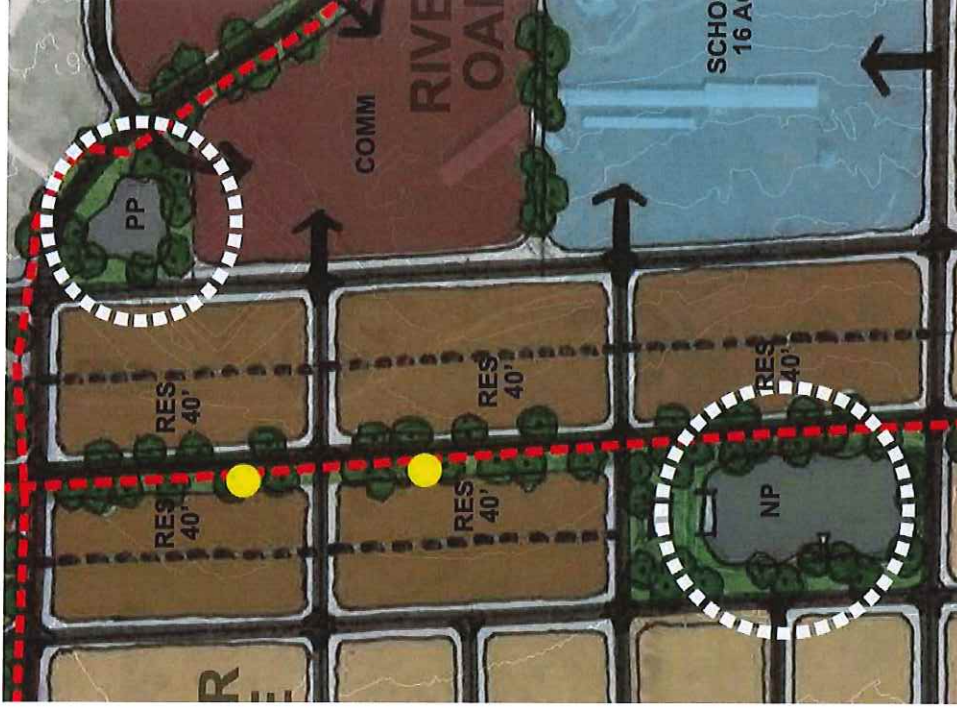


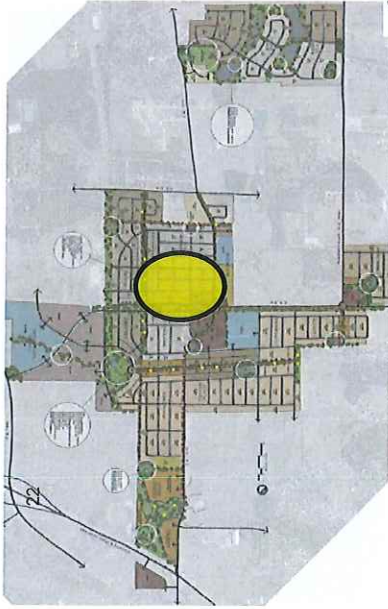




- Also known as a “bungalow court” or pocket neighborhood
- Front yards are shared with a block of neighbors
- Garage accessed by alley
- Typical lot – 40’ x 100’

## PATIO HOMES





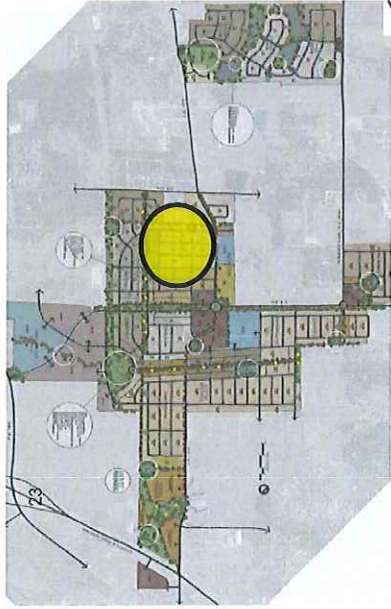
## COTTAGES (HERITAGE)



- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot – 56' x 120'

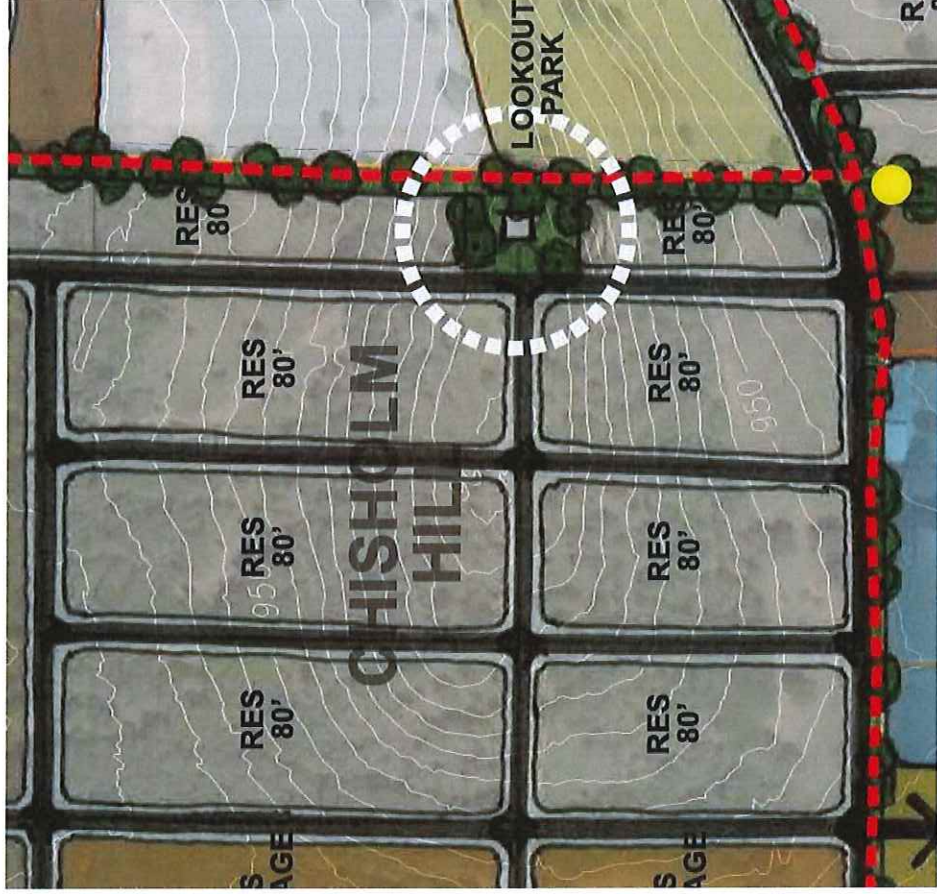




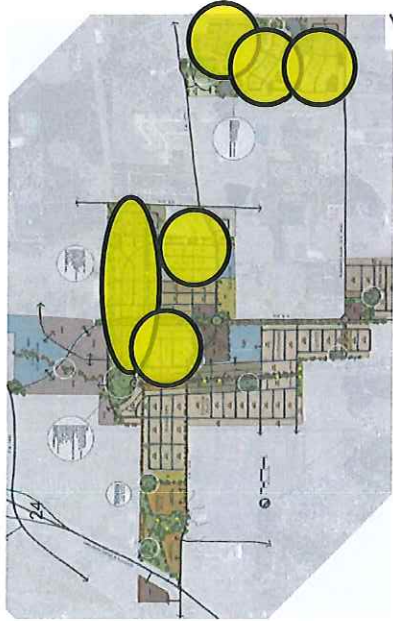


- Scenic overlook of all of Burleson
- Estate lots built with the grade of the hill
- Lookout Park accessible via trails to all CS residents
- Perfect for the executive or large family
- Typical lot – 80’ x 140’

## ESTATES ON THE SUMMIT





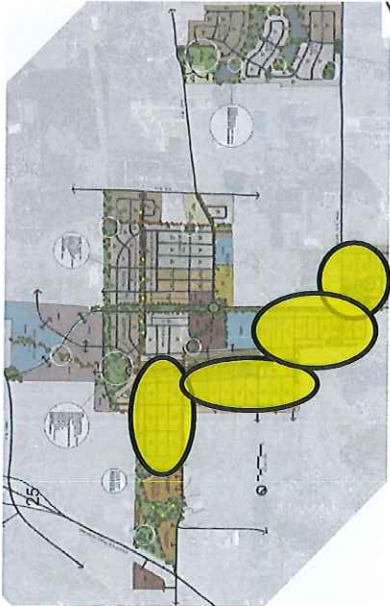


## PLANNED SINGLE-FAMILY



- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
  - 60' x 120'
  - 70' x 130'
  - 80' x 140'
- Planned to specifically use the existing topography or complement overall land plan

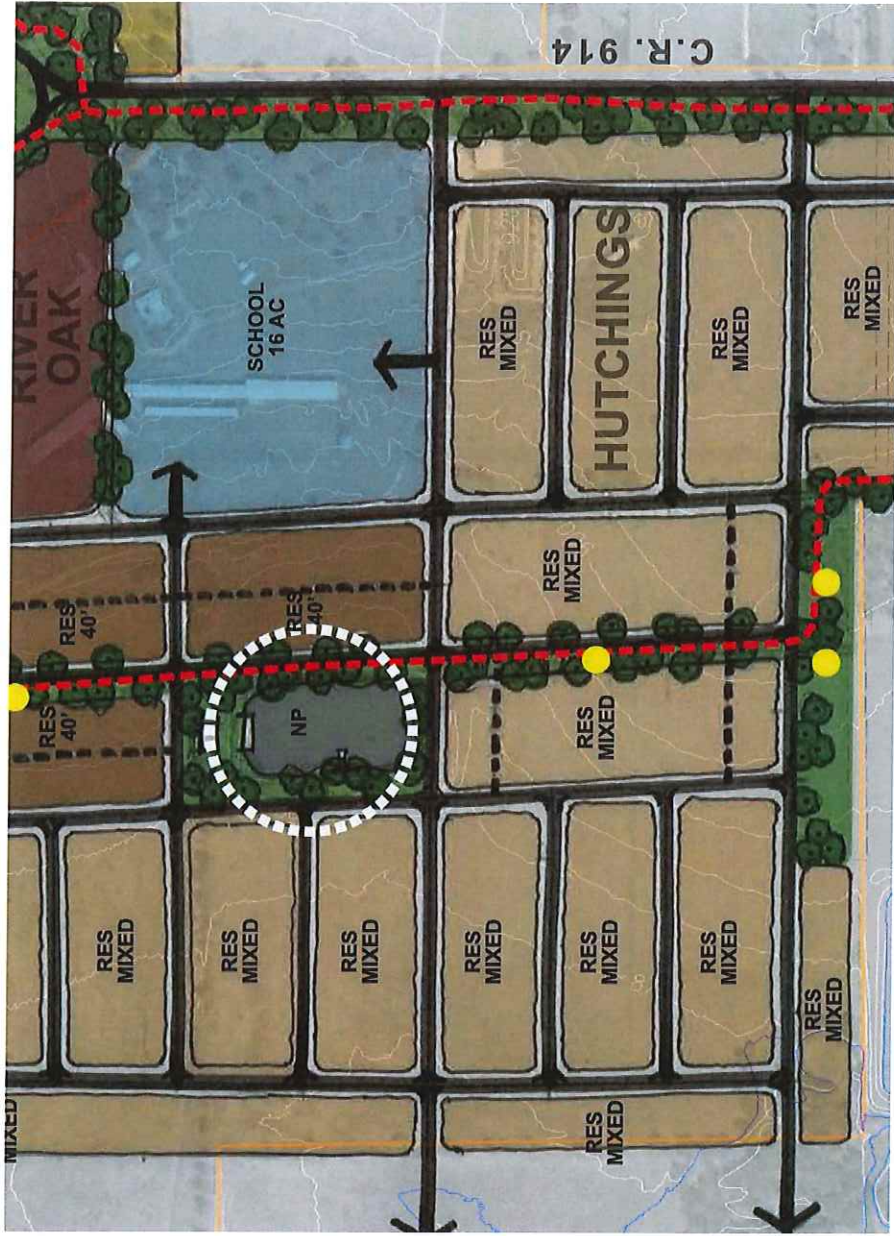




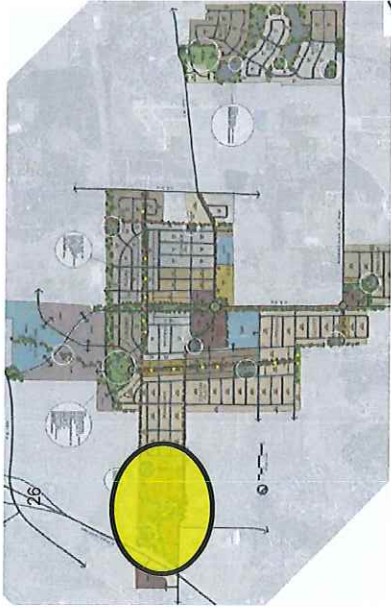
- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
  - 40' x 100'
  - 56' x 120'
  - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed



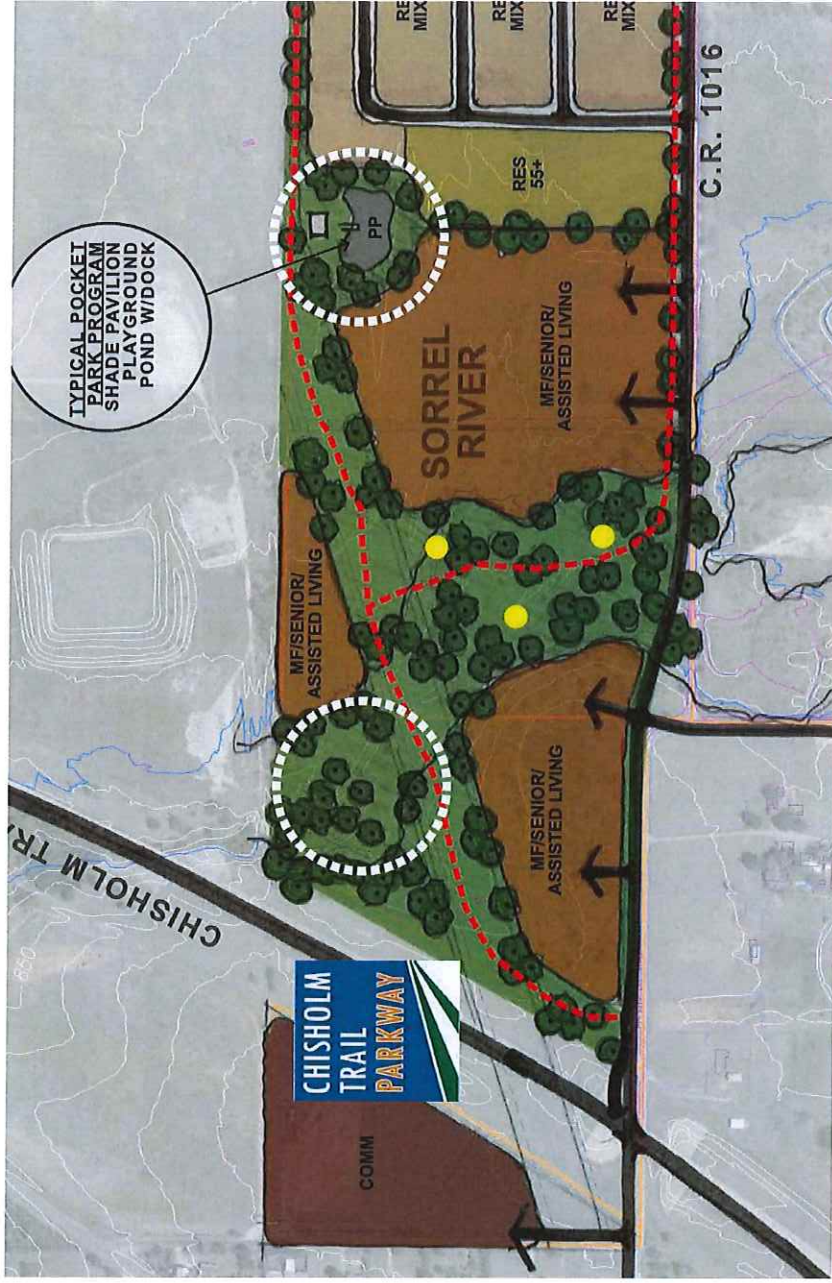
## MIXED SINGLE-FAMILY





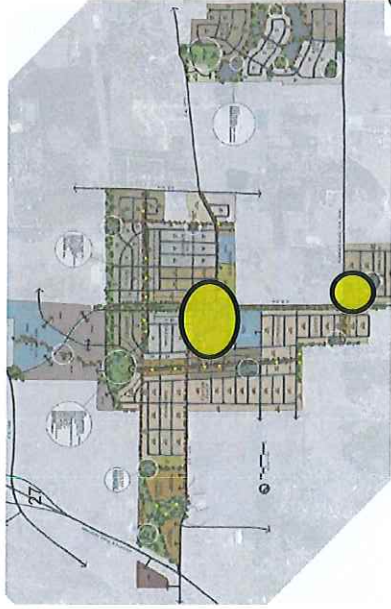


# SENIOR CARE & MULTIFAMILY



- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

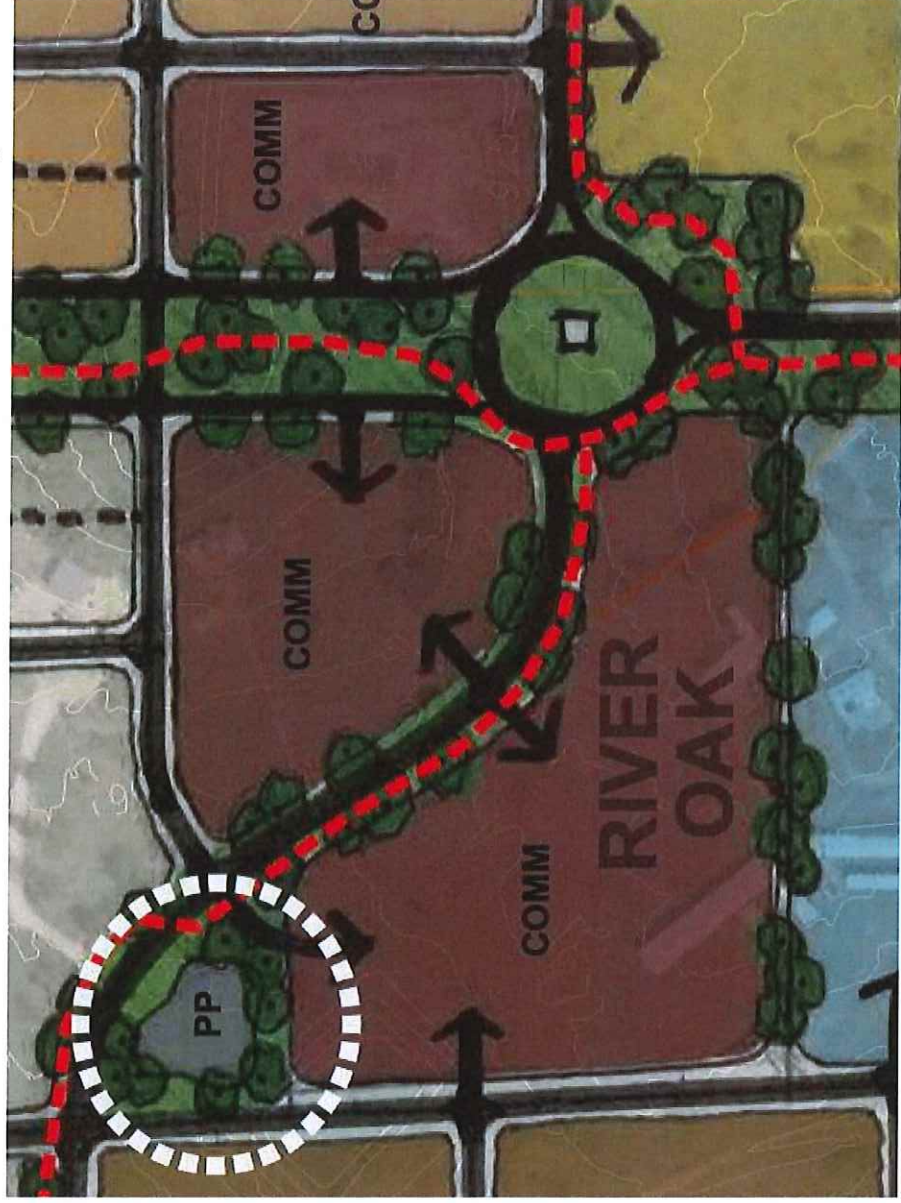


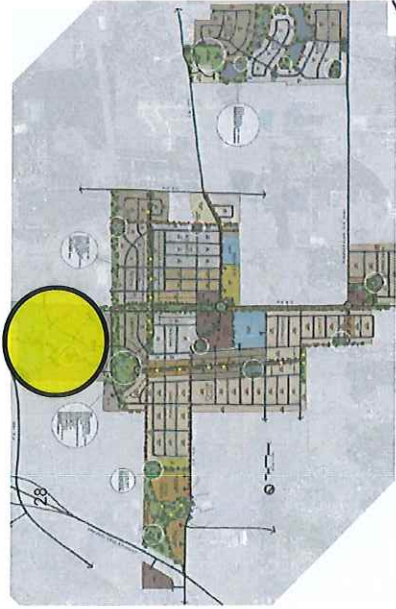


- Following rooftops, land is preserved for commercial and neighborhood services
- Community “downtown” node called Chisholm Square
  - Similar size to 9 square blocks of Old Town
- Commercial areas to be connected by trail system

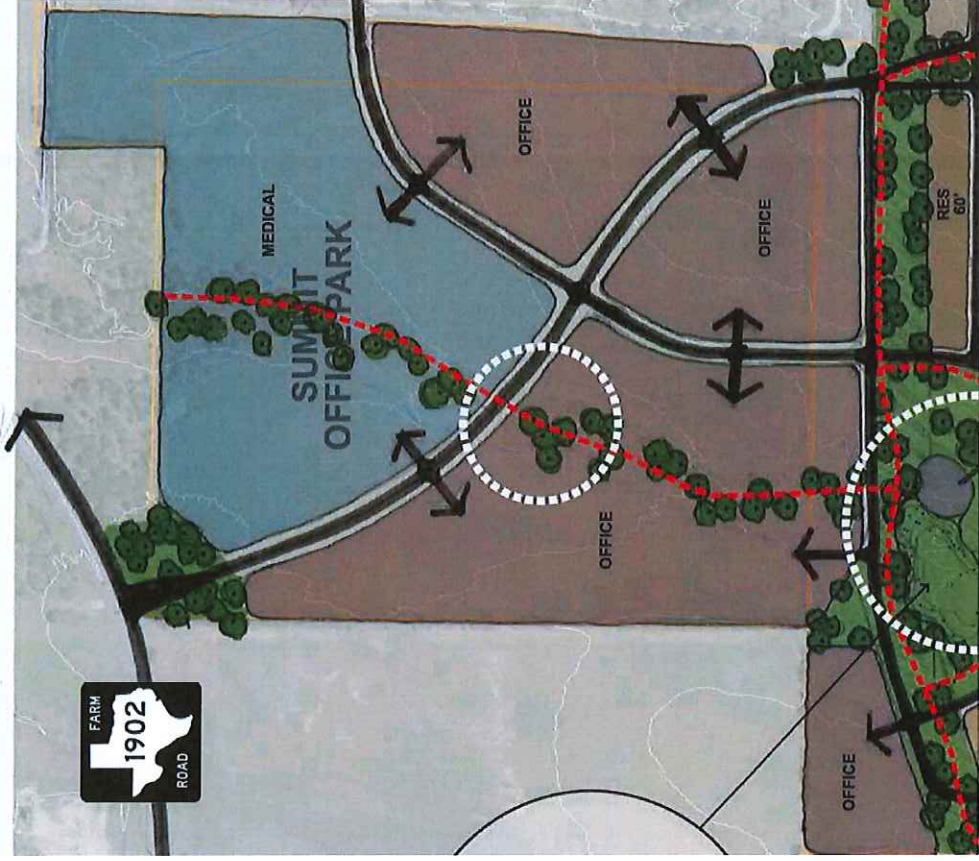


## COMMERCIAL NODES





# SUMMIT OFFICE PARK



- Over 90 acres with convenient access to Chisholm Trail Parkway via FM 1902
- Professional office park with opportunity for medical
- Bisected by major boulevard
- Ideal live-work lifestyle for families in over 3000 units





**ARCHITECTURAL STANDARDS  
ENHANCED WALLS & FENCING  
ENHANCED LANDSCAPING**



# STANDARDS

- Housing types proposed vary widely in style and form
- This is seen in other master-planned communities we have toured (Viridian, Windsong Ranch, etc.)
- Theme and brand in CS is established through parks, trails, signs and monuments rather than houses
- Developer is favorable to setting standards but recommends including this in the development agreement
  - Traditional homes to follow current zoning ordinance
  - Non-traditional home types (patio, townhome, cottage, etc.) to have exhibit outlining standards



WINDSONG RANCH HOUSING VARIETY



# ENHANCEMENTS



- Undeveloped areas to be fenced with rust-colored railing
- "CS" logo to be integrated throughout
- Inside of railing used for neighborhood signage (i.e. Harvest)
- Developed areas to be fenced with wrought iron fencing and landscape buffers
- In place of masonry wall requirement along arterials
- Landscaping in common area maintained by community



ARBORLAWN AND CTP, FORT WORTH



RAIL FENCE AT  
EQUESTRIAN  
FACILITY







# **PUBLIC INFRASTRUCTURE & PARTICIPATION**







## PUBLIC INFRASTRUCTURE

- **Water** – JCSUD completing evaluation of capacity to accommodate expanded land use plan
  - Elevated tower at CR 919 will serve this pressure plane
  - Expansion of 21” lines near CTP and 16” lines CR 919 anticipated
- **Electric** – United Coop indicates they have sufficient stations and will work closely as we identify phases of development
- **Roads** – Existing paving sections vary in sufficiency for development
  - CR 1016 will be realigned to avoid unsafe turns – and renamed
  - CR 914 should be tied with a major arterial of the City to carry traffic from FM 1902
- **Sewer** –
  - Trunk line built near CR 1020 was found to have insufficient capacity
  - Current plans would anticipate lift stations, a force main to the high point near CR 914A and CR 914
  - The sewer line planned from South Burleson down CR 914 will be critical for service









# PARTICIPATION REQUESTED



- Major park improvements will distinguish Burleson above its neighbors
- The scale of improvements as required for a master-plan community is over and above the standard subdivision
- Developer will seek a Public Improvement District to assist with the construction and maintenance/operation of the amenities, parks, trails, etc.



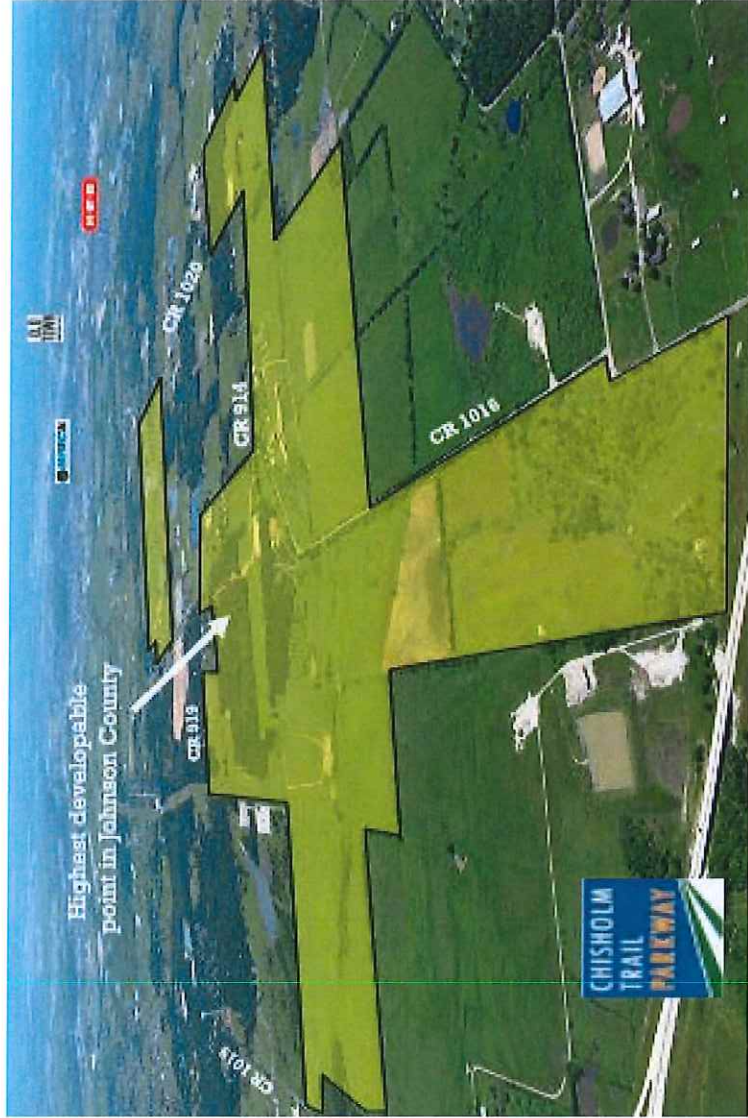


# CLOSING



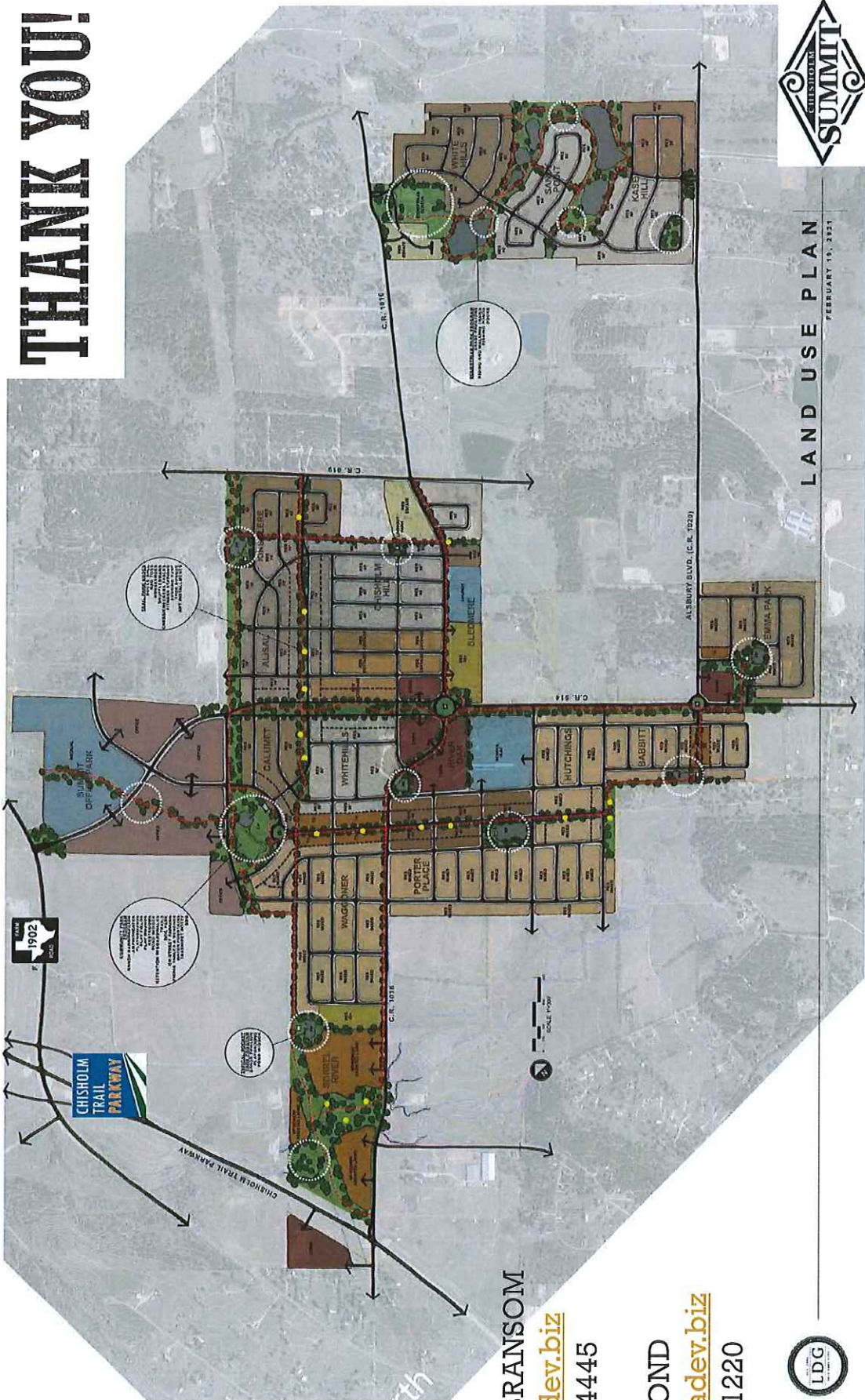
The development team is excited to be a part of the future growth of Burleson and appreciates the work of City staff to put together the best project possible.

We are grateful to continue working together toward all the necessary entitlements to see Chisholm Summit come to fruition.





# THANK YOU!



LAND USE PLAN  
FEBRUARY 15, 2021

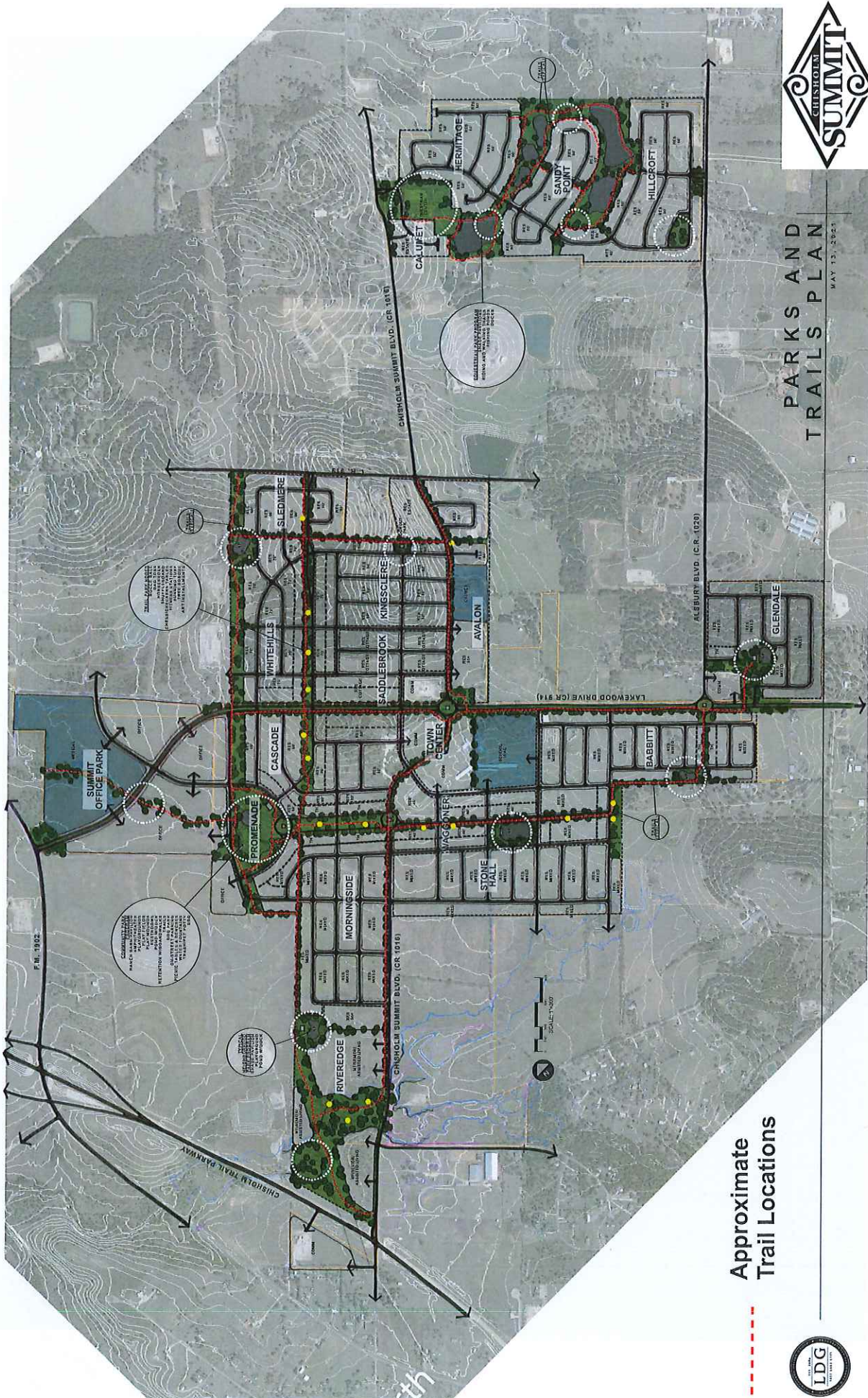
ROCKY BRANSOM  
[rwb@radev.biz](mailto:rwb@radev.biz)  
 817-480-4445

JUSTIN BOND  
[justin@radev.biz](mailto:justin@radev.biz)  
 817-880-1220



Exhibit D  
Parks and Trails Plan





Approximate  
Trail Locations



PARKS AND  
TRAILS PLAN  
MAY 13, 2023



Exhibit E  
Roadway Improvements



# EXHIBIT E ROADWAY IMPROVEMENTS

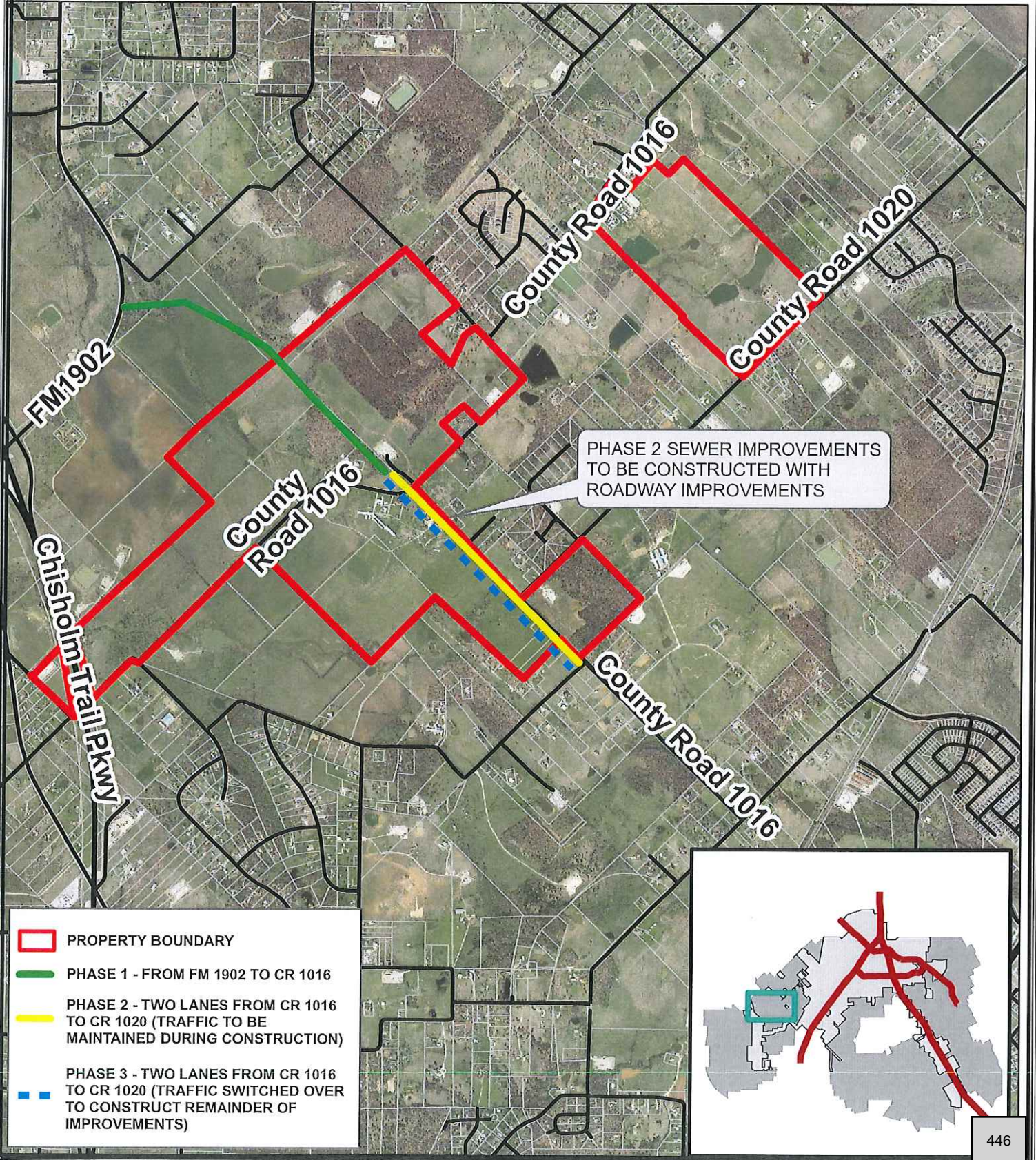




Exhibit F  
Sewer Improvements



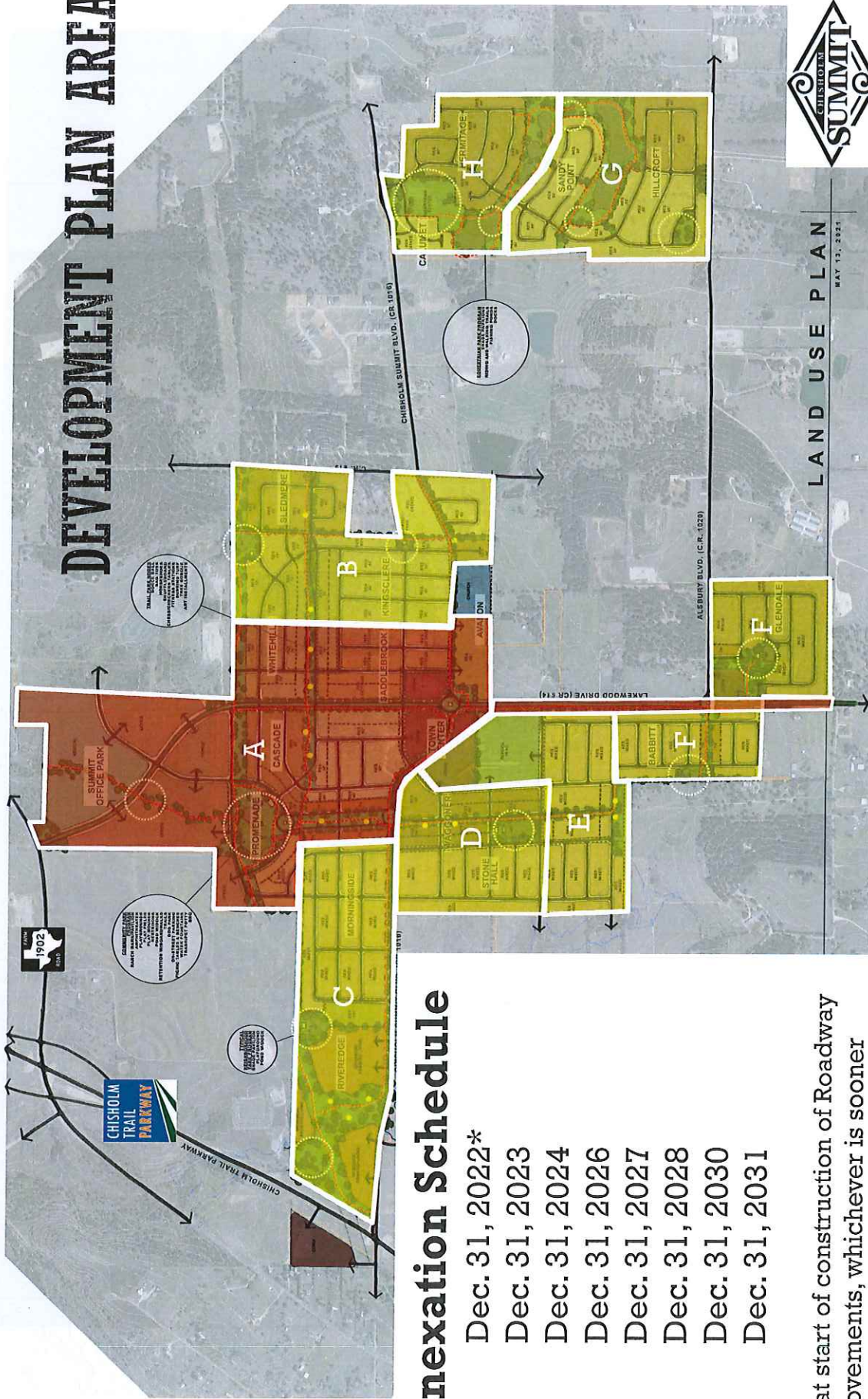




Exhibit G  
Annexation Plan/Development Sections



# DEVELOPMENT PLAN AREAS



LAND USE PLAN  
MAY 13, 2024

## Annexation Schedule

- A - Dec. 31, 2022\*
- B - Dec. 31, 2023
- C - Dec. 31, 2024
- D - Dec. 31, 2026
- E - Dec. 31, 2027
- F - Dec. 31, 2028
- G - Dec. 31, 2030
- H - Dec. 31, 2031

\*OR at start of construction of Roadway Improvements, whichever is sooner

---

## City Council Regular Meeting

**DEPARTMENT:** Marketing & Communications  
**FROM:** Christina Staton, Marketing & Communications Manager  
**MEETING:** March 3, 2025

---

**SUBJECT:**

Receive a report, hold a discussion and provide direction on the city's website update. (*Staff Contact: DeAnna Phillips, Director of Community Services*)

**SUMMARY:**

As part of the City of Burleson's contract with CivicPlus, the city website receives an update every four years. A redesign was completed in 2020, and the most recent website update process began in 2024, with a rollout date set for spring 2025.

Marketing and communications staff formed a website committee with representatives from various city departments in July 2024. The committee reviewed the issues and concerns with the current layout and functionality of the website. The committee also evaluated other governmental websites to gather ideas for increased ease of access to information, mobile-friendliness and an overall cleaner, more modern look.

**RECOMMENDATION:**

Staff recommends rolling out the website update in spring 2025.

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

Website committee with members from various city departments formed in July 2024.

**REFERENCE:**

NA

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: NA  
Account Number(s): NA  
Fund: NA  
Account Description: NA

**STAFF CONTACT:**

DeAnna Phillips  
Director of Community Services  
[dphillips@burlesontx.com](mailto:dphillips@burlesontx.com)  
817-426-9622





# City Website Update

---

Presented to City Council on March 3, 2025

# Background

The city of Burleson's website is updated every four years as part of our contract with CivicPlus. The last redesign was in 2020; the latest update began in 2024 and is set to launch in spring 2025. A website committee, formed in July 2024, reviewed layout and functionality issues. The team evaluated other government sites to improve accessibility, mobile-friendliness, and modern design.

- **Multi-departmental city website team meeting: July 22, 2024**
- **Project Kickoff Meeting with CivicPlus: August 13, 2024**



# Goals

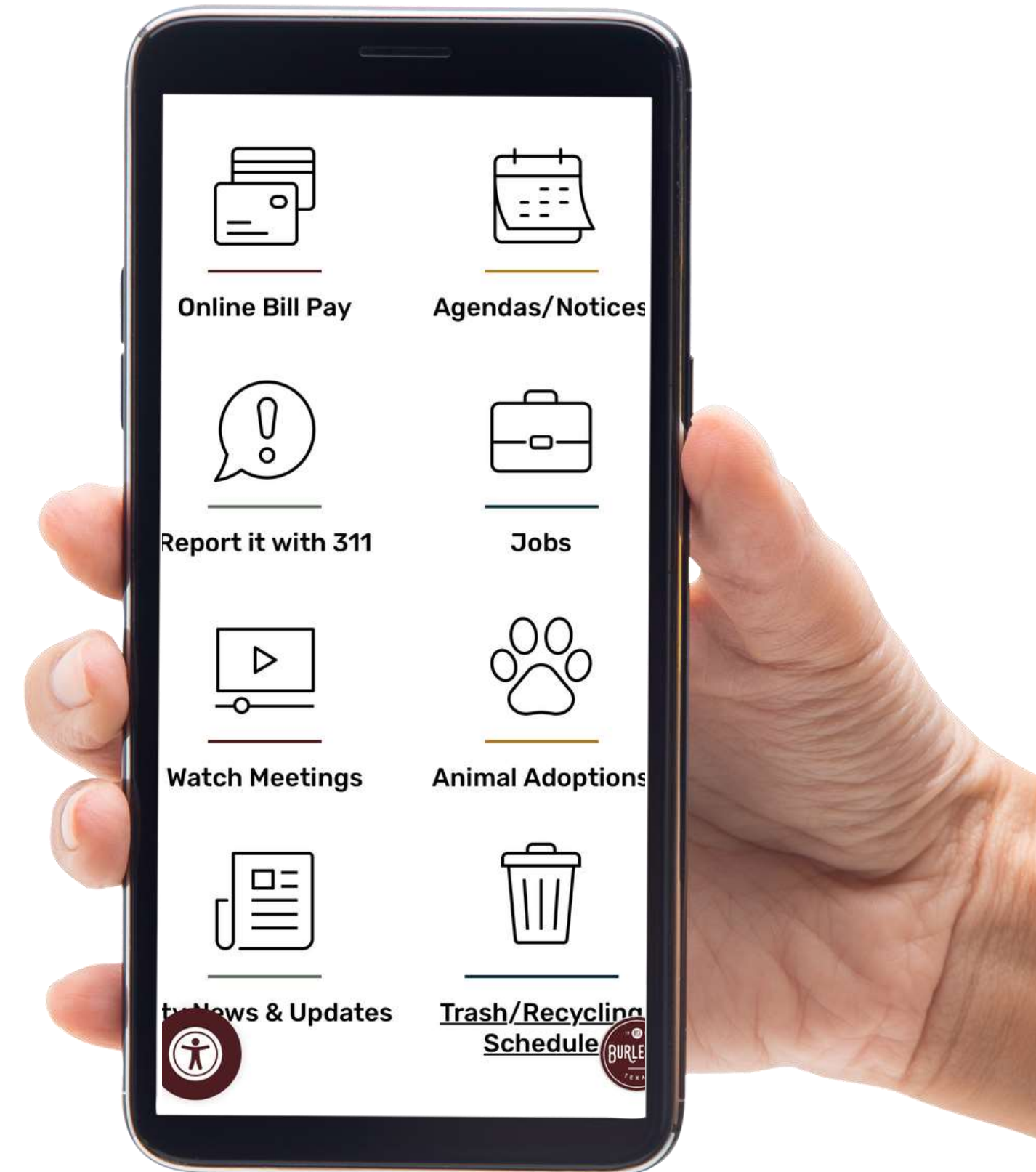
- **Make more mobile-friendly**

Google Analytics pulled from the city's website shows a shift toward majority mobile users; from less than 50% in 2020 to approximately 70% in 2024.

- **Clean up & modernize visuals**

The team requested to improve scrolling capability and visual appearance of website buttons.

- **Include more quick links on the homepage for top visited pages**





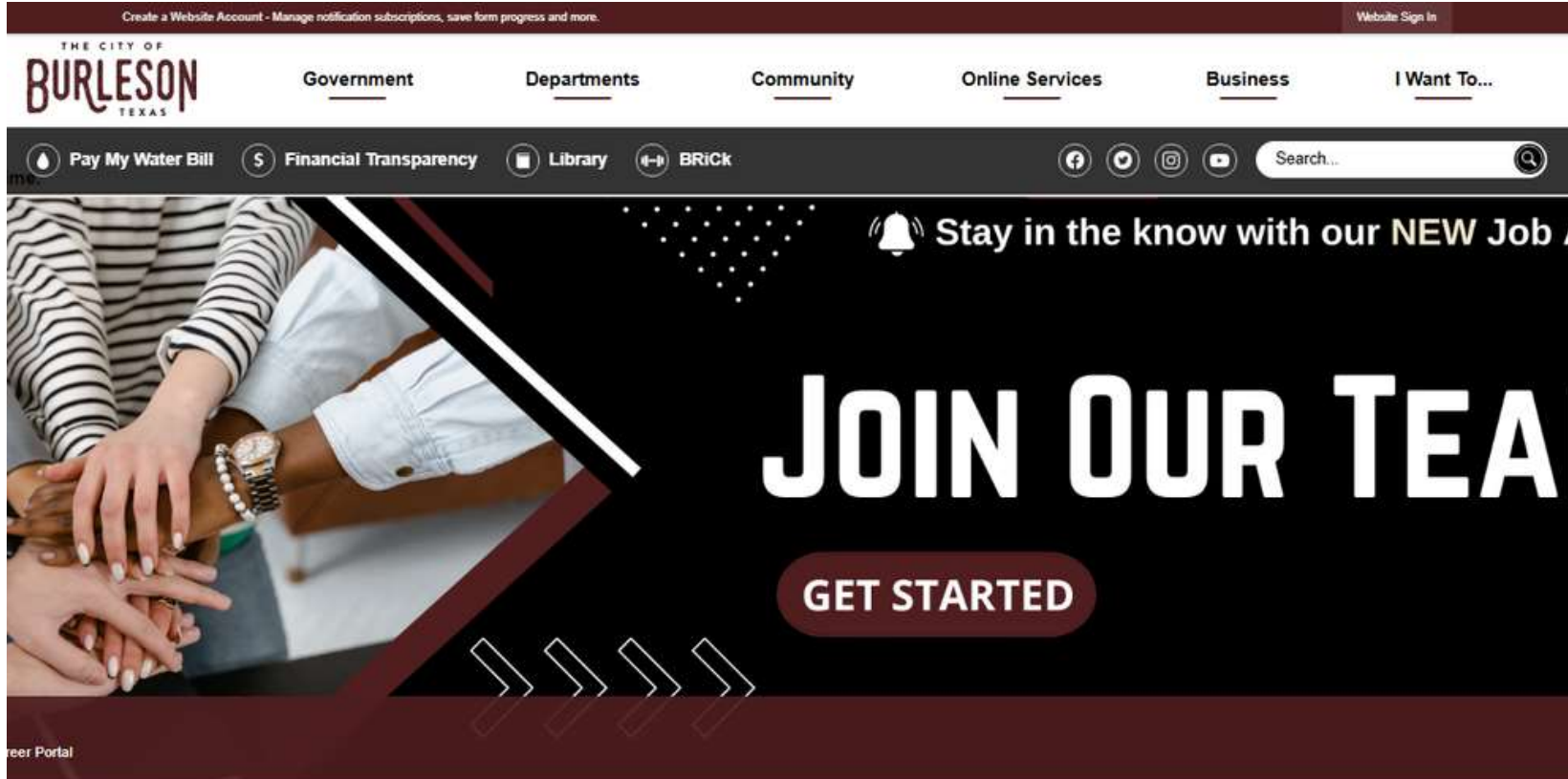
# Quick Links for Most Visited Pages

Page name	Views
1 ★ /	429,650
2 ★ /2149/Burleson-Recreation-Center-Brick	178,414
3 ★ /72/Library	173,765
4 ★ /229/Payment-Options	151,236
5 ★ /Search	148,959
6 ★ /CivicAlerts.aspx	138,056
7 /Archive.aspx	75,903
8 ★ /628/Online-Payments	75,683
9 ★ /500/Animal-Services	69,722
10 ★ /226/Utility-Customer-Service	60,407

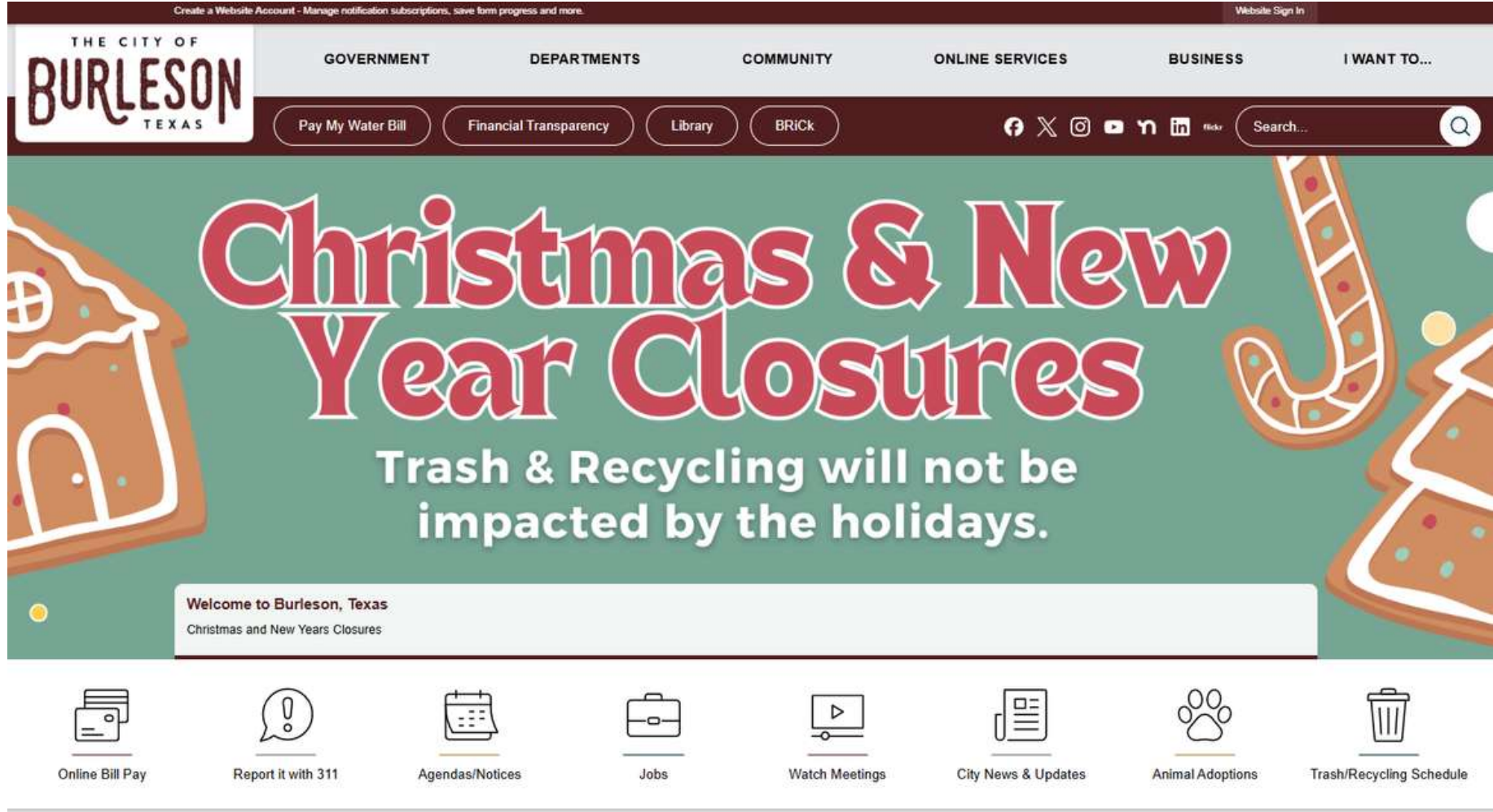
Page name	Views
11 ★ /301/Memberships	52,918
12 /237/Crime-Reports-Statistics	48,627
13 ★ /503/Adoptions	46,656
14 ★ /calendar.aspx	46,571
15 ★ /701/Garage-Sale-Information	45,906
16 ★ /1715/Events-Festivals	45,879
17 ★ /1645/Your-Trash-Recycling-Schedule	45,073
18 ★ /Calendar.aspx	42,112
19 /310/Indoor-Pool	41,890
20 /1780/Red-White-BTX	39,300

★ Indicates pages that have quick link included on new homepage design

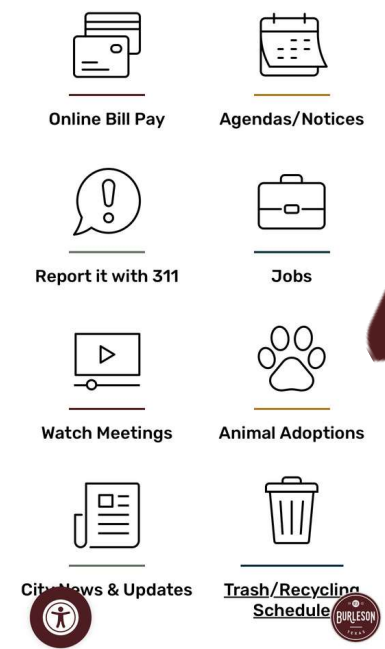
# Side-by-side comparisons



CURRENT



UPDATED



Mobile view of buttons




# Side-by-side comparisons

20 quick links

**NEWS & ANNOUNCEMENTS**  
Stay up to date with Burleson

**City Council Affirms Current Solid Waste and Recycling Contract Through 2029**




City Council Affirms Current Solid Waste and Recycling Contract Through 2029

After careful consideration, the council decided to maintain the current terms of the contract until its expiration in September 2029.

[Read on...](#)

**Paris Baguette Expands to Burleson**



Paris Baguette Chooses Burleson for Manufacturing Facility

Paris Baguette to build first North American food manufacturing facility in Burleson

[Read on...](#)

[View All News](#)



**HOW CAN I?**  
Find information quickly

- Development Around Town
- Pay
- Stay Connected

**UPCOMING EVENTS**  
What's happening near you

Calendar

Sat, Feb 1 - Fri, Feb 14  
Project Prom Donation Acceptance  
[Read On](#)

Tue, Feb 11  
Fake Cake Trinket Boxes  
[Read On](#)

Wed, Feb 12  
Hunger Games Movie Nights  
[Read On](#)

[View All Events](#)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1

13 quick links

CURRENT

UPDATED

**RESIDENTS**

- Ask a Question
- Water
- Trash & Recycling
- Animal Adoption
- Library Card

**GOVERNMENT**

- Watch Meetings
- City Council
- Board & Commissions
- City Secretary
- Code of Ordinances

**GET INVOLVED**

- Sign up for Alerts
- Get Connected
- Upcoming Events
- BRICK Membership
- Volunteer


**DOING BUSINESS**

- Permits & Inspections
- Community Development
- Economic Development
- Burleson GIS Maps
- Garage Sale Information

**NEWS & UPDATES**  
Stay Up To Date With Burleson


[NEWS](#) [EVENTS](#)

**City Council Affirms Current Solid Waste and Recycling Contract Through 2029**




City Council Affirms Current Solid Waste and Recycling Contract Through 2029

**Paris Baguette Chooses Burleson for Manufacturing Facility**




Paris Baguette Chooses Burleson for Manufacturing Facility

**Green selected as Employee of the Quarter**



Green selected as Employee of the Quarter

**Tanz selected as Employee of the Year**



Tanz selected as Employee of the Year

**CALENDAR**  
Meetings & Events

**SAT, FEB 15**

Saturday Morning Sketch Group  
Grab your creative gear and join in! Each Saturday...

[Read On](#)

**SAT, FEB 15**

Date Night Experience  
Escape to the farm for a night of fun and relaxati...

[Read On](#)

**TUE, FEB 18**

Project U Leadership Conference  
Project U is a full-day leadership conference, fea...

[Read On](#)

**WED, FEB 19**

Public Art Focus Group Meeting: General Community

[Read On](#)

**WED, FEB 19**

Public Art Focus Group Meeting: Artists & Creatives

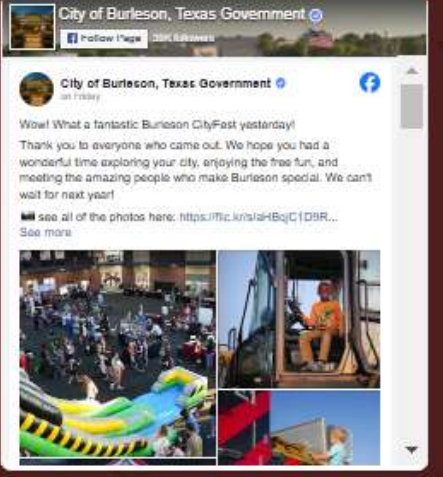
[Read On](#)

**THU, FEB 20**

Public Art Focus Group Meeting: Business Community & Creative Entrepreneurs

[Read On](#)

[VIEW FULL CALENDAR](#)



**RESIDENTS**

- Ask a Question
- Water
- Trash & Recycling
- Animal Adoption
- Library Card

**GOVERNMENT**

- Watch Meetings
- City Council
- Board & Commissions
- City Secretary
- Code of Ordinances

**GET INVOLVED**

- Sign up for Alerts
- Get Connected
- Upcoming Events
- BRICK Membership
- Volunteer

**DOING BUSINESS**

- Permits & Inspections
- Community Development
- Economic Development
- Burleson GIS Maps
- Garage Sale Information

Mobile view of quick links



# Side-by-side comparisons



CURRENT

### Contact Us

City of Burleson  
141 W Renfro Street  
Burleson, TX 76028-4296

Phone: 817-426-9600

Non-emergency police  
24/7 phone: 817-426-9903

ADA Coordinator  
Phone: 817-426-9664

### Quick Links

- Agendas & Minutes
- Archive Center
- Code of Ordinances
- Emergency Notifications
- Employment
- Maps

### Helpful Links

- Americans with Disabilities Act
- Contact Us
- Copyright Notices
- Employee Login
- Home

The screenshot shows the updated website layout with the following sections:

- CONTACT US**: City of Burleson, 141 W Renfro Street, Burleson, TX 76028-4296. Phone: 817-426-9600. Non-emergency police 24/7 phone: 817-426-9903. ADA Coordinator Phone: 817-426-9664.
- SOCIAL MEDIA**: Facebook, X, Instagram, YouTube, Nextdoor, LinkedIn, Flickr.
- QUICK LINKS**: Agendas & Minutes, Archive Center, Code of Ordinances, Emergency Notifications, Employment, Maps, Mosquito Control, Year Round Water Restrictions.
- HELPFUL LINKS**: Americans with Disabilities Act, Contact Us, Copyright Notices, Employee Login, Home, Privacy Notices, Site Map.

Government Websites by CivicPlus®

UPDATED

# Additional Information

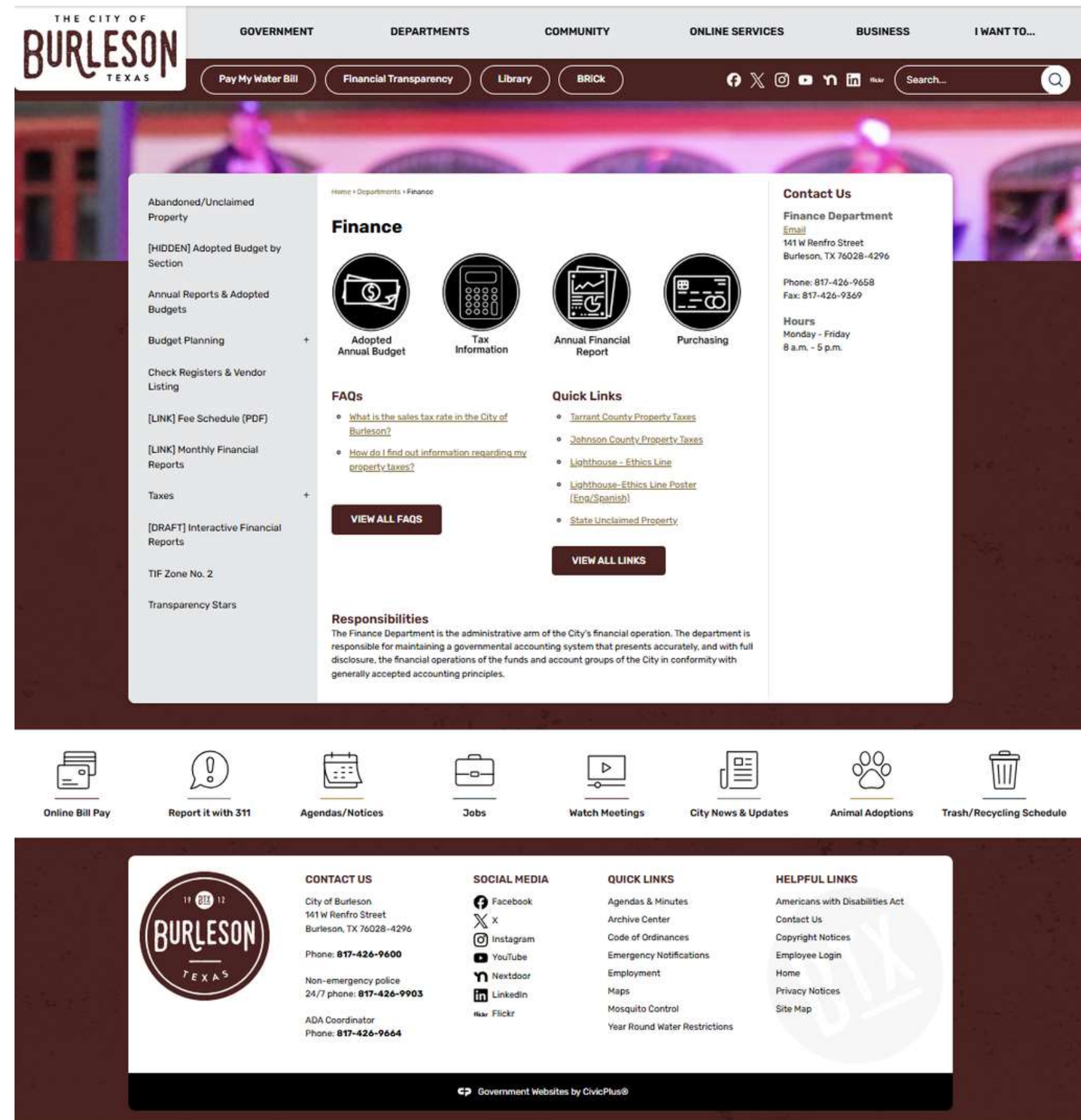
- **BPD and BRiCK homepages**

As part of our contract with CivicPlus, Burleson Police Department and the Burleson Recreation Center have premium department header packages, which helps their pages to stand out by having a different appearance from the city's homepage.

The marketing team submitted department-specific high-resolution photos, logos, branding materials and social media links to be included on those pages.

- **Internal page preview**

Shown on the right is an example of how the homepage changes will display across internal pages.





# Next Steps

- **Final Review & Testing**

Staff will internally test updates features & navigation and perform accessibility & mobile optimization checks.

- **Public Awareness**

Develop a communication plan to inform residents of changes.

- **Official Launch**

Finalize all adjustments based on testing and announce official launch through city channels. Monitor performance and address any post-launch issues.

- **Post-Launch Monitoring & Adjustments**

Continue evaluating website features' performance and address reported issues.





# Questions/Comments?

## Staff Contact

DeAnna Phillips  
Director of Community  
Services

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

817-426-9662

---

**City Council Regular Meeting**

**DEPARTMENT:** Community Services

**FROM:** DeAnna Phillips, Director of Community Services

**MEETING:** March 3, 2025

---

**SUBJECT:**

Receive a report, hold a discussion and provide direction on the animal services adoption trailer.  
(Staff Contact: DeAnna Phillips, Director of Community Services)

**SUMMARY:**

The Burleson Animal Shelter continues to experience significant increases in animal intakes in recent years. While staff continually seek innovative ways to increase adoptions, the shelter's physical space has not expanded to accommodate the influx. To extend adoption efforts beyond the shelter, staff researched temperature-controlled adoption trailers that would allow a single staff member to efficiently showcase adoptable pets at off-site events.

Despite submitting requests for funding in the last four budget cycles, the trailer remained unfunded. In 2024, staff launched fundraising efforts and sponsorship opportunities, raising over \$66,000 by January 2025. These funds will allow for the purchase of an adoption trailer, which will enhance off-site adoption opportunities and increase exposure of shelter animals.

**RECOMMENDATION:**

N/A

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: \$66,000  
Account Number(s): 255-26057  
Fund: Miscellaneous Special Revenue Fund  
Account Description: Special Fundraising Donation

**STAFF CONTACT:**

DeAnna Phillips  
Director of Community Services  
[dphillips@burlesontx.com](mailto:dphillips@burlesontx.com)  
817-426-9622





# Animal Services Adoption Trailer

---

Presented to City Council on March 3, 2025

# Background

---

To increase adoptions (Animal Shelter goal in the previous five strategic plans) shelter staff continues to find creative and innovate ways to increase exposure of adoptable pets.

- Waiving of adoption fees when shelter is at 90% capacity and higher.
- Launch of Borrowed Buddies program.
- Request of temperature-controlled adoption trailer to take to off-site events.



# Adoption Trailer Benefits

---

- Operated by one staff member
- Increase off-site adoption events
- Increase exposure of shelter animals to the public





# Fundraising

In June 2024, with approval from the city manager's office, staff began fundraising to purchase the adoption trailer.

Sponsors include:

- Burleson Citizen Police Academy Alumni Association
- The Garage Men's Grooming
- Guardian Veterinary Center
- Burleson Police Officers Association
- First National Bank of Burleson
- SPJST Lodge 180, Burleson
- Accents of Burleson
- City Market Burleson



# Fundraising

## Other fundraising efforts included:

- Poorly Drawn Pet Portraits
- K9 Sonic's Fifth Birthday Party
- Cleburne Railroaders Charity Night
- Halloween Costume Contest
- Calendar Sales
- T-shirt Sales
- Employee Award Ceremony Basket Sales



# Fundraising Complete

In January 2025, the shelter received a check for over \$32,000 from an anonymous donor that completed the amount needed to purchase the trailer.





# Next Steps

---

- Staff is actively working with the purchasing department to secure the most cost-effective adoption trailer for the city.
- The goal is to complete the purchase by spring 2025.
- Once acquired, the trailer will feature custom graphics promoting the shelter and pet adoptions, along with sponsor logos to acknowledge their support.
- Staff anticipates the adoption trailer will be ready for use by summer 2025.



# Questions / Comments

---

## City Council Regular Meeting

**DEPARTMENT:** Capital Engineering

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

**MEETING:** March 3, 2025

---

**SUBJECT:**

Receive a report, hold a discussion, and provide staff feedback regarding the Hulen Street Widening Project. (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)

**SUMMARY:**

The Hulen Street Widening project incorporates three separate projects. Two projects from the 2022 GO Bond: 1) Hulen at Wilshire Intersection, 2) Hulen Widening (Kelly Dr. to Candler Dr.) and 3) a water line project adding a 16" lower pressure plane water line along Hulen from BNSF railroad to SH 174. Additional planned funding was later allocated to the project in order to expand the current two-lane asphalt road to four concrete lanes with a large median to ultimately expand to six lanes.

On April 15, 2024, Staff presented a project update to the council and described the potential paths forward. In May 28, 2024 special session, Council gave the go ahead to proceed with building all four lanes.

Teague Nall and Perkins, Inc. (TNP) completed the Preliminary Design Report in September 2024. After discussion with Bethesda Water Corporation, they approved the consultants design with no need to relocate their current water line, as originally planned. In November 2024, Staff and the consultant held a public meeting and met with the franchise utilities. In December 2024, following the public meeting, the consultant and the city staff met with the Tantarra community to discuss their concerns regarding the Candler Drive and Hulen Street intersection design. Staff will continue to work with Tantarra community to evaluate possible improvements.

Next step, TNP will continue to work on the design, coordinate the franchise utility relocations, and support the City with ROW acquisition.

**RECOMMENDATION:**

Receive a report, hold a discussion, and provide staff feedback regarding the Hulen Street Widening Project.

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



May 28, 2024, Council provided direction to build the four-lane cross section of Hulen Street. (item 3.A)

April 15, 2024, staff provided Council with a project update and described potential build out options. (item 8.A)

April 3, 2024, the Infrastructure & Development Committee received a report, held a discussion, and provided staff feedback regarding the Hulen Street Widening Project. (item 3.C)

March 10, 2023, the Council approved a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413. (item 8.B)

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Randy Morrison, PE  
Director of Capital Engineering  
[rmorrison@burllesontx.com](mailto:rmorrison@burllesontx.com)  
817-426-9295

# Hulen Street Widening Project Update

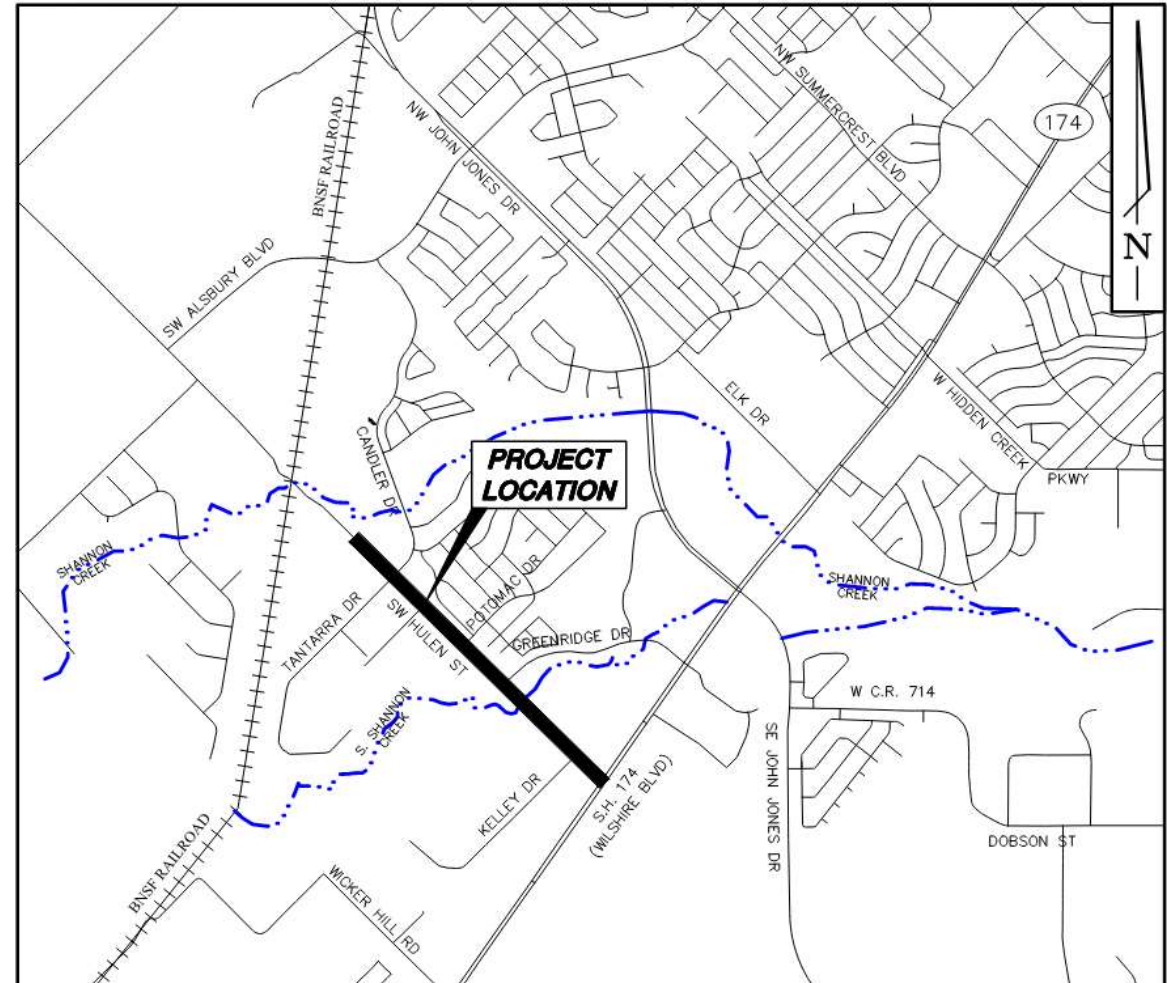
---

PRESENTED TO CITY COUNCIL

MARCH 3, 2025

# Outline

- Project Background
- Project Elements
- Project Progress
- Project Coordination
- Project Budget
- Project Timeline






# Project Background

- ❑ **May 2022:** Hulen Projects included in the voter approved 2022 GO Bond
- ❑ **March 2023:** Authorized Teague Nall and Perkins to initiate Preliminary Design Report for Hulen Widening Project
- ❑ **April 2024:** Staff provided update to Council.
- ❑ **May 2024:** Council provided direction to move forward with 4-lane Roadway




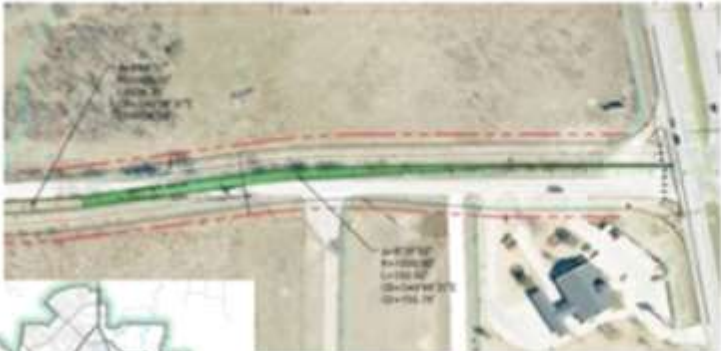
# Hulen Street Improvement Projects


Current project combines three projects (two GO Bond projects, corresponding Water Bond project)



### Hulen Street Wilshire Intersection Improvements



Design and construction of the expansion of the intersection to its ultimate capacity with three northbound lanes, three southbound lanes, dual left turn lanes, and one dedicated right turn lane.





### Hulen Street Kelly Drive to Candler Drive

Design and construction of a divided, two-lane roadway with the ability for future expansion.



Voter-approved G.O. Bond Projects

# Roadway and Utility Improvements

**Hulen St.** is classified as a Principle Arterial from SH 174 to Greenridge Dr. and a Minor Arterial from Greenridge Dr. to Candler Dr. in the 2023 Mobility Plan.

## Hulen Street Widening (4 Lane Section)





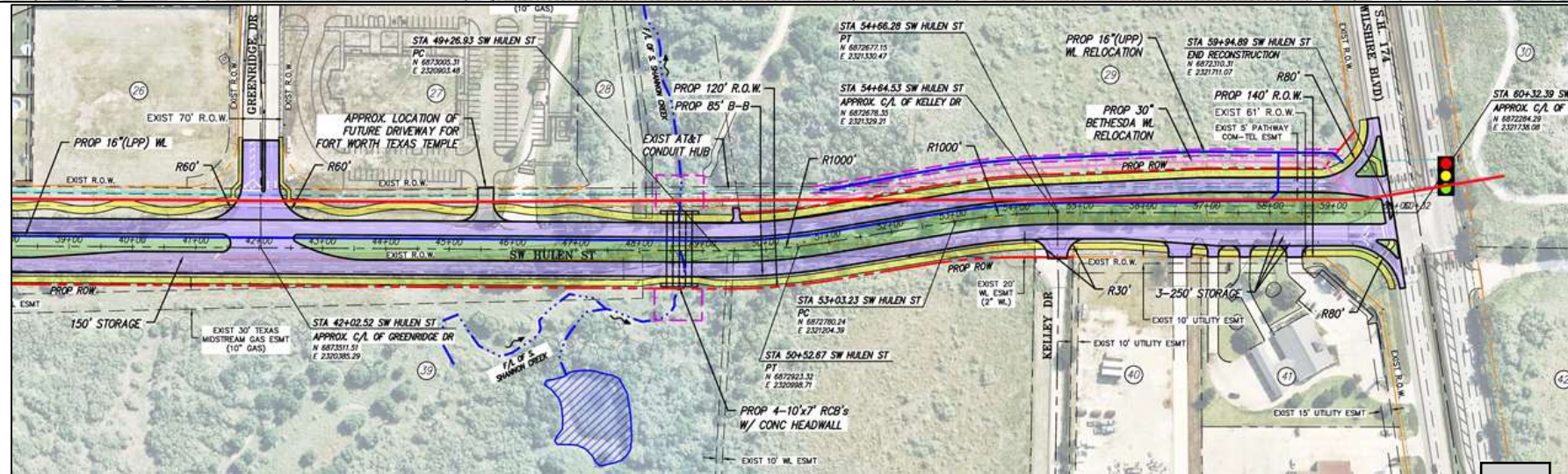
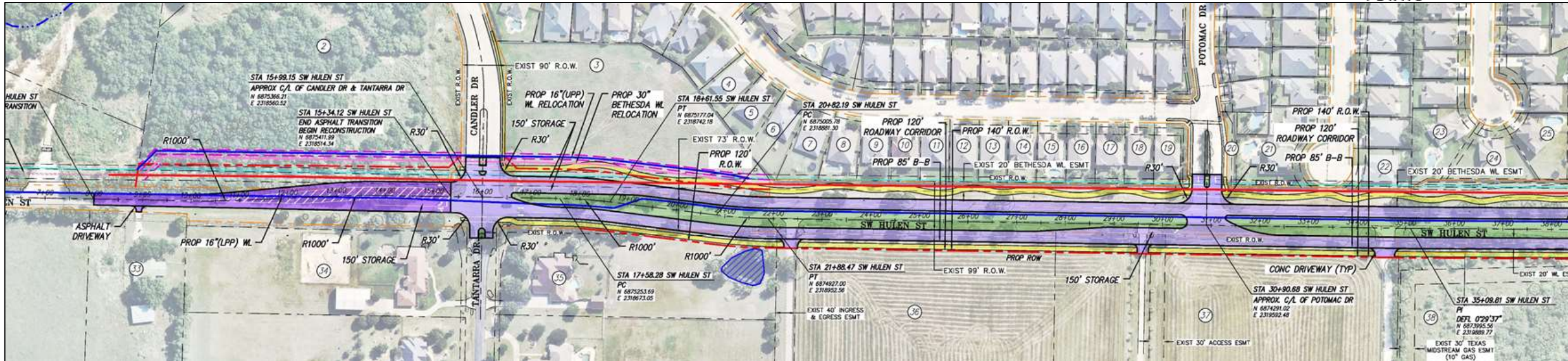
# Roadway and Utility Improvements

## Project includes:

- **Existing 2-lanes** expanded to **Proposed 4-lanes**
- ROW acquisition for **Future 6-Lane** Ultimate Roadway
- At SH174 intersection: dual left turn lanes (onto NB SH174) and one right-turn lane (onto SB SH174)
- Dual shared-use path on both sides
- 16" lower pressure plane water line and sewer extensions to facilitate future development









# Project Progress

- **August 2024:** Added traffic signal design at Hulen St. and Candler Dr. intersection. Intersection meets signal warrants.





# Project Progress

- ❑ **August 2024:** Added traffic signal design at Hulen St. and Candler Dr. intersection. Intersection meets signal warrants.
- ❑ **September 2024:** Preliminary Design Report Complete.



# Project Progress

- ❑ **August 2024:** Added traffic signal design at Hulen St. and Candler Dr. intersection. Intersection meets signal warrants.
- ❑ **September 2024:** Preliminary Design Report Complete.
- ❑ **October 2024:** Approval from Bethesda Water Corporation to move forward with proposed water line crossings.






# Project Progress

- ❑ **August 2024:** Added traffic signal design at Hulen St. and Candler Dr. intersection. Intersection meets signal warrants.
- ❑ **September 2024:** Preliminary Design Report Complete.
- ❑ **October 2024:** Approval from Bethesda Water Corporation to move forward with proposed water line crossings.
- ❑ **November 2024:** Staff and consultant held public meeting.

**PUBLIC COMMENT**  
**City of Burleson – Hulen Street Widening Project**  
**November 13, 2024**

  
5237 N. Riverside Drive  
Suite 100  
Fort Worth, Texas 76137  
Phone - 817.665.7170  
[www.tnplnc.com](http://www.tnplnc.com)  
Zach Graves, PE  
[zgraves@tnplnc.com](mailto:zgraves@tnplnc.com)

The City of Burleson is seeking your comments on the proposed Hulen Street Widening project. All written comments are welcome.

**\*\*Please fill out this comment card and place in the box on table for collection after the meeting\*\***

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Comment (Please Print):**  
(Comments could include concerns, desired improvements, known safety issues, etc)

- Like median between lanes (currently feels tight when wide truck is coming in opposite direction) on Hulen St.

- Roundabout may be better on Candler + Hulen intersection if no oncoming traffic, but currently difficult to see cars driving S on Hulen from that intersection

**\*16 Unique Property Owners Provided Feedback on Hulen Street Project**



# Project Progress



## Utility Coordination Meeting Representatives (November 20, 2024)

- ❑ **August 2024:** Added traffic signal design at Hulen St. and Candler Dr. intersection. Intersection meets signal warrants.
- ❑ **September 2024:** Preliminary Design Report Complete.
- ❑ **October 2024:** Approval from Bethesda Water Corporation to move forward with proposed water line crossings.
- ❑ **November 2024:** Staff and consultant held public meeting.
- ❑ **November 2024:** Franchise Utility Coordination Meeting.

- City of Burleson
- TNP
- Bethesda Water Corporation
- EnLink
- Atmos Energy
- AT&T
- Johnson County Special Utility District
- Oncor
- Pathway
- Charter
- UCS
- Williams
- Zayo
- ACI

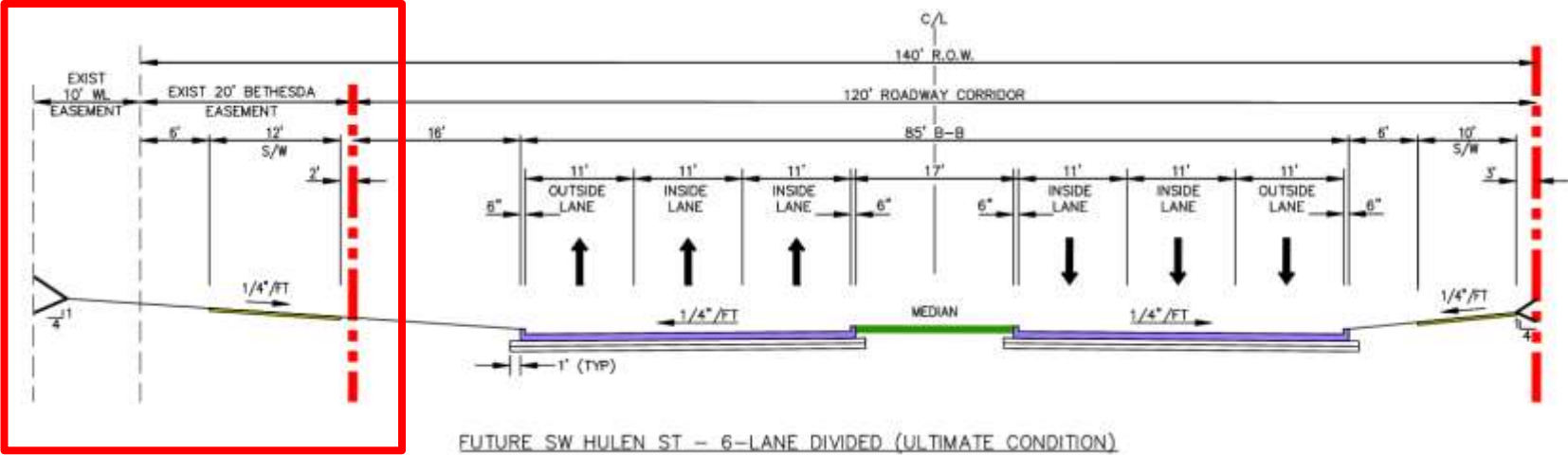
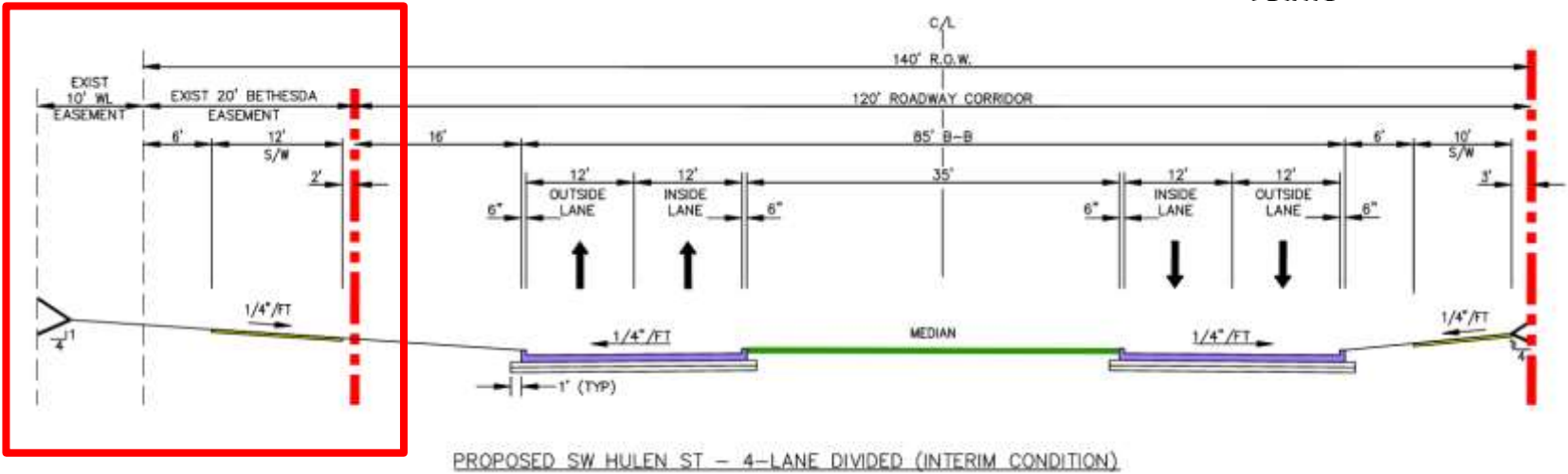
# Project Progress

- ❑ **August 2024:** Added traffic signal design at Hulen St. and Candler Dr. intersection. Intersection meets signal warrants.
- ❑ **September 2024:** Preliminary Design Report Complete.
- ❑ **October 2024:** Approval from Bethesda Water Corporation to move forward with proposed water line crossings.
- ❑ **November 2024:** Public Meeting and Franchise Utility Coordination Meeting.
- ❑ **December 2024:** Meeting with residents of Tantara HOA.



# Ongoing Coordination

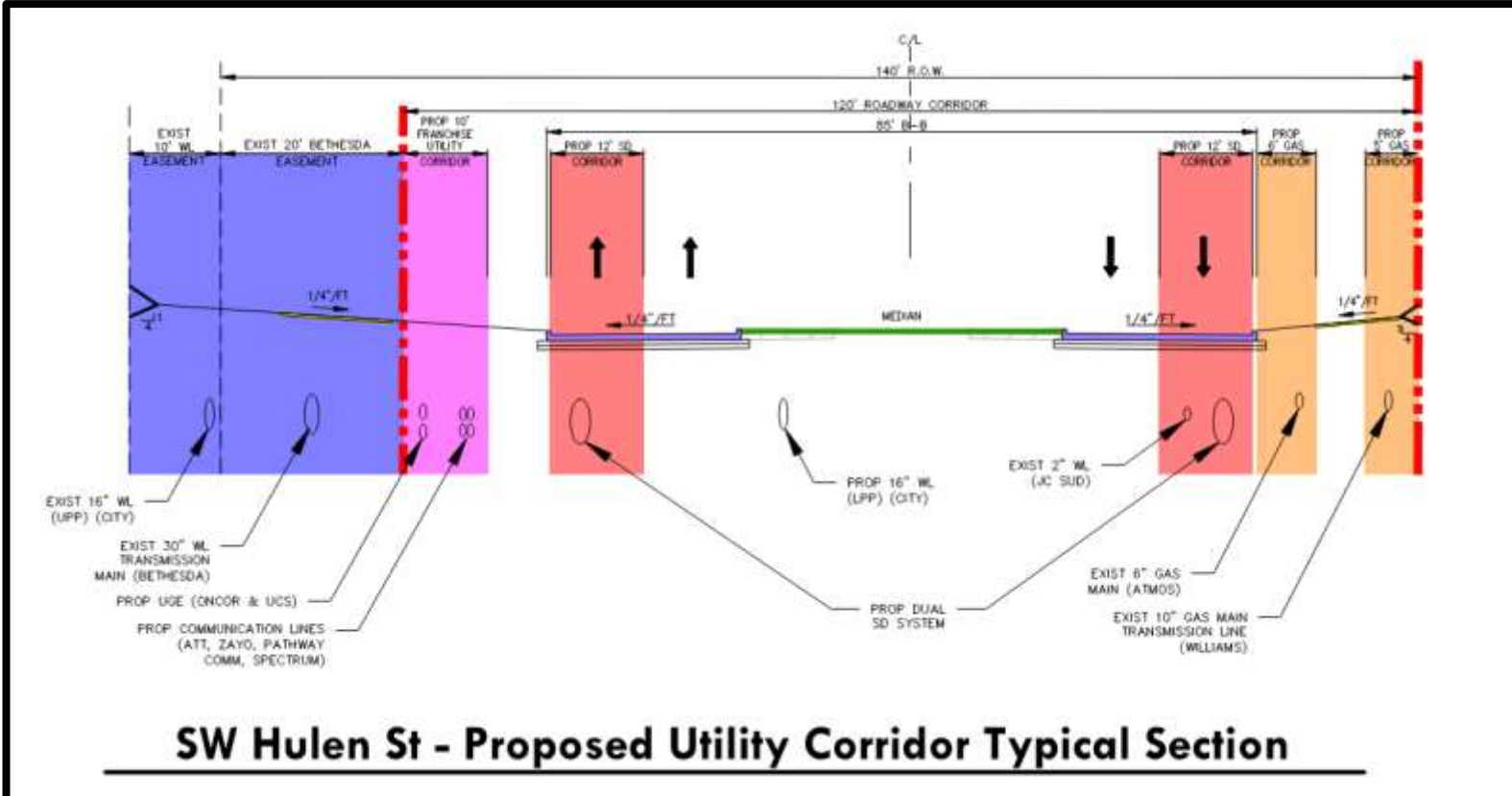
- Bethesda Water – Approved Schematic Alignment.





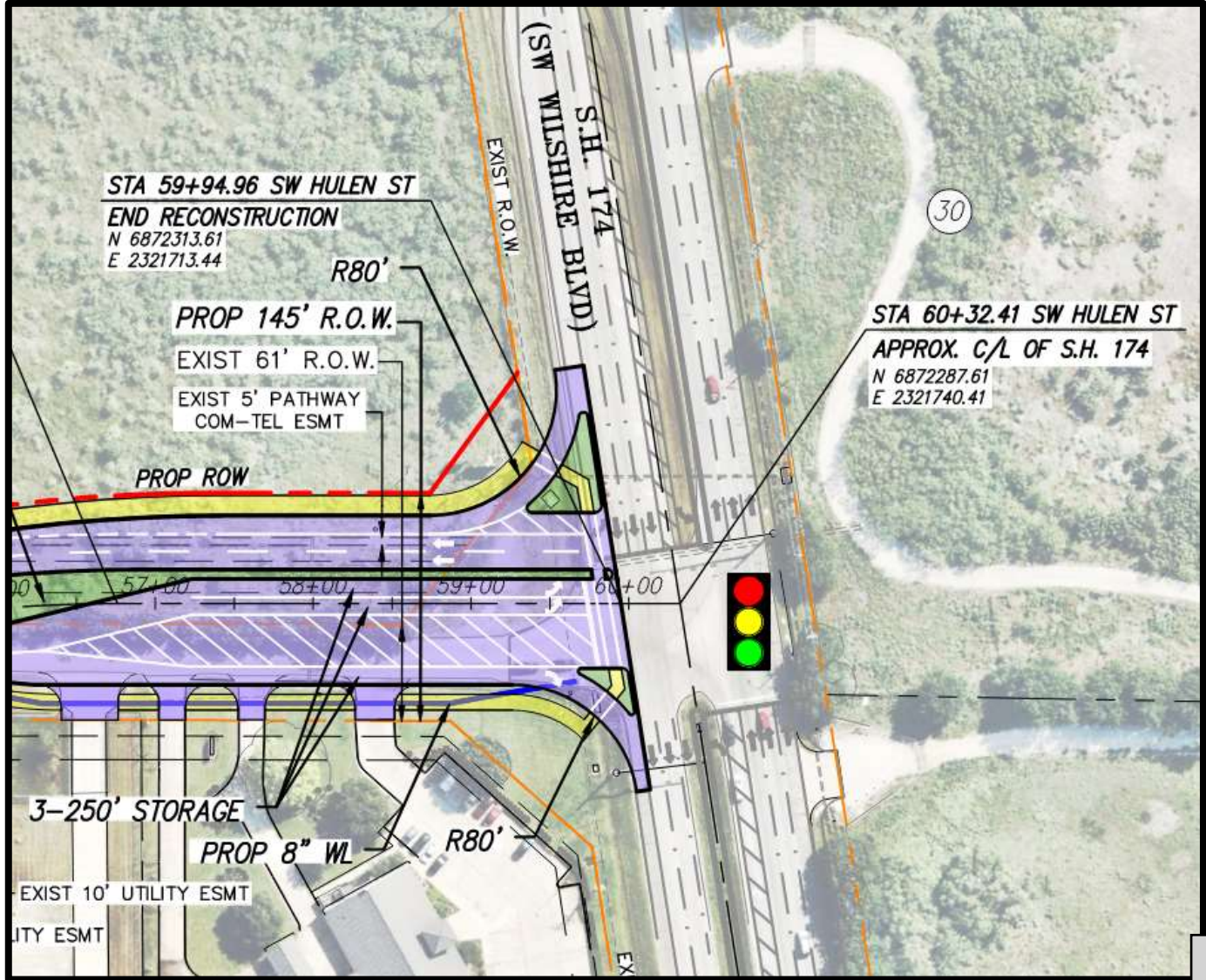
# Ongoing Coordination

- ❑ Bethesda Water – Approved Schematic Alignment.
- ❑ Franchise Utilities – Completed Kickoff Meeting and Established Points-of-Contact.



# Ongoing Coordination

- ❑ Bethesda Water – Approved Schematic Alignment.
- ❑ Franchise Utilities – Completed Kickoff Meeting and Established Points-of-Contact.
- ❑ SH 174 Widening – Coordinating Proposed Signal Pole Locations and Storm Drain Sizing.



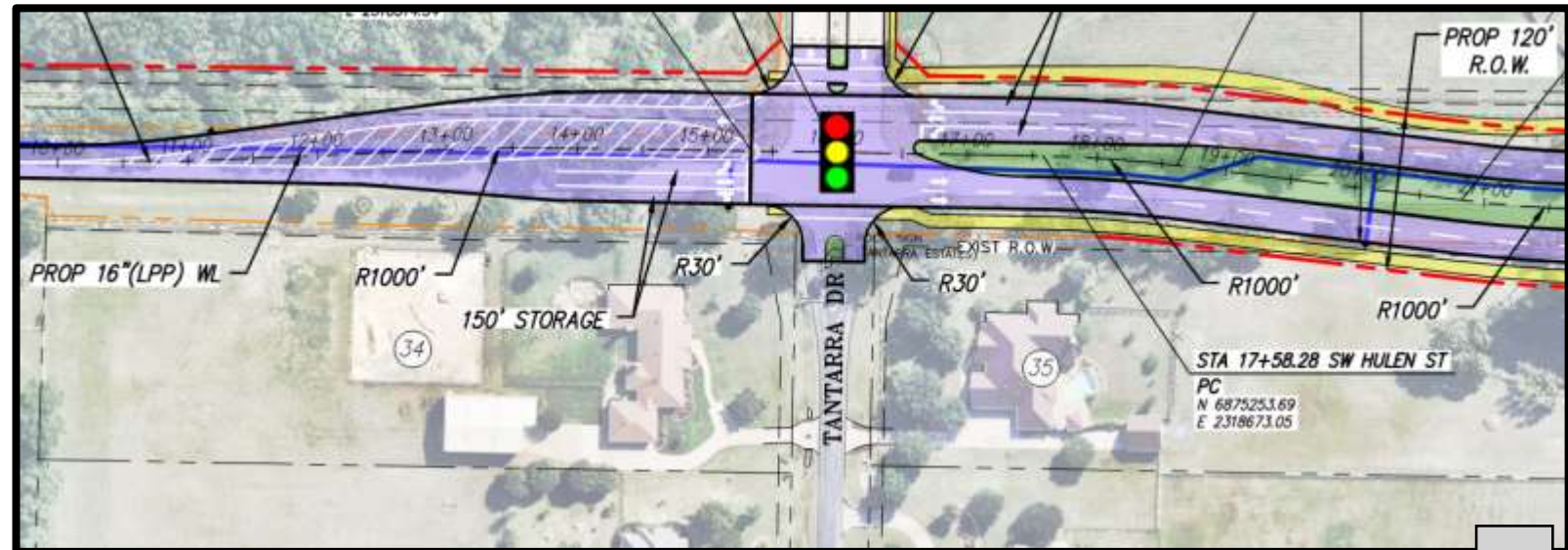


# Ongoing Coordination

- ❑ **Bethesda Water** – Approved Schematic Alignment.
- ❑ **Franchise Utilities** – Completed Kickoff Meeting and Established Points-of-Contact.
- ❑ **SH 174 Widening** – Coordinating Proposed Signal Poles Locations and Storm Drain Sizing.
- ❑ **Tantarra HOA**– Met in December to discuss ROW acquisition and resident concerns.

## Improvements Under Consideration:

- Mailbox Relocation
- Increased Lighting at Intersection
- Relocating Existing Neighborhood Lighting (if necessary for design)
- Advanced Warning Light/Signage Ahead of Intersection
- “Blinking Yellow” Turning Phase Into Tantarra Drive (if warranted)
- Right Turn/Left Turn/Through Lanes on Candler Dr. (if warranted)
- Privacy Screen Wall along 10120 Tantarra Drive frontage





# Budget Recap

Full 4-lane Project				
	Design	ROW & Utility Relocations	Construction	Project Total
Current CIP Budget	\$2.3 Million	\$4 Million	\$23.5 Million	<b>\$29.8 Million</b>

**CIP Funding Sources:**  
 GO Bond: \$9.5M  
 CO Bonds: \$14 M  
 Water Bonds: \$6.3M

# Federal Funding

- Federal-aid funds are generally distributed to States using formulas specified in Federal law for various grant programs
- In the Dallas/Fort Worth region the North Central Texas Council of Governments (NCTCOG) is the designated recipient for the funds, and Local Governments are sub-recipients
- NCTCOG oversees decisions regarding the selection of projects for funding and is responsible for ensuring Federal requirements are met, including those for funds eligibility
- Projects partially or fully funded from federal sources are required to be classified as a Major Collector or above.
- The Transportation Improvement Program (TIP) is a staged, multi-year program of projects within the Dallas-Fort Worth area, approved for funding by federal, state, and local sources.
- Every two years, the NCTCOG, in cooperation with the Texas Department of Transportation (TxDOT), local governments, and transportation agencies, develops a new TIP.



# Options

- Proceed with design, meeting Federal standards, with the goal to pursue grant funding opportunities through NCTCOG.
  - Postpone starting right-of-way acquisition until revenue outcomes and CIP adjustments are available.
  - May require PSA Amendment to meet Federal standards.
  - Construction start contingent upon funding award and/or CIP capacity.

OR

- Proceed with design and right-of-way, as currently planned in the CIP.
  - CIP to be updated as project estimates are updated and revenue updates are available.
  - Tentative construction start Summer 2026.



# Questions / Discussion

Randy Morrison, PE,  
Director of Capital Engineering  
[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)  
(817) 426-9295

---

**City Council Regular Meeting**

**DEPARTMENT:** Capital Engineering

**FROM:** Randall Morrison, PE, Director of Capital Engineering

**MEETING:** February 17, 2025

---

**SUBJECT:**

Receive a report, hold a discussion, and provide staff feedback regarding the CR1020 (Alsby Boulevard) Extension – Phase 3 alignment and cross section. (ST2301) (*Staff Contact: Randall Morrison, Director of Capital Engineering*)

**SUMMARY:**

Phase 3 of CR1020 (Alsby Boulevard) extends improvements from the Alsby Boulevard bridge to CR914 (Lakewood Drive) roundabout. The new section will be a 4-lane divided roadway with turn lanes, water, sewer, and drainage improvements. The alignment and cross section presented has been vetted by staff and was presented at a public meeting. Due to the magnitude of the project, additional funding is needed. Staff recommends pursuing Federal funding to fully fund the project and expedite the delivery schedule.

**RECOMMENDATION:**

NA

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

March 20, 2023, Consent Agenda Item F. - Consider approval of a professional services agreement with Freese and Nichols, Inc. for preliminary design of the Alsby Phase 3 - Expansion to CR914 project in the amount of \$628,150.00.

**REFERENCE:**

None

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Randy Morrison  
Director of Capital Engineering

[RMorrison@burlesontx.com](mailto:RMorrison@burlesontx.com)  
817-426-9837



# CR1020 (Alsbury Boulevard) Extension - Phase 3

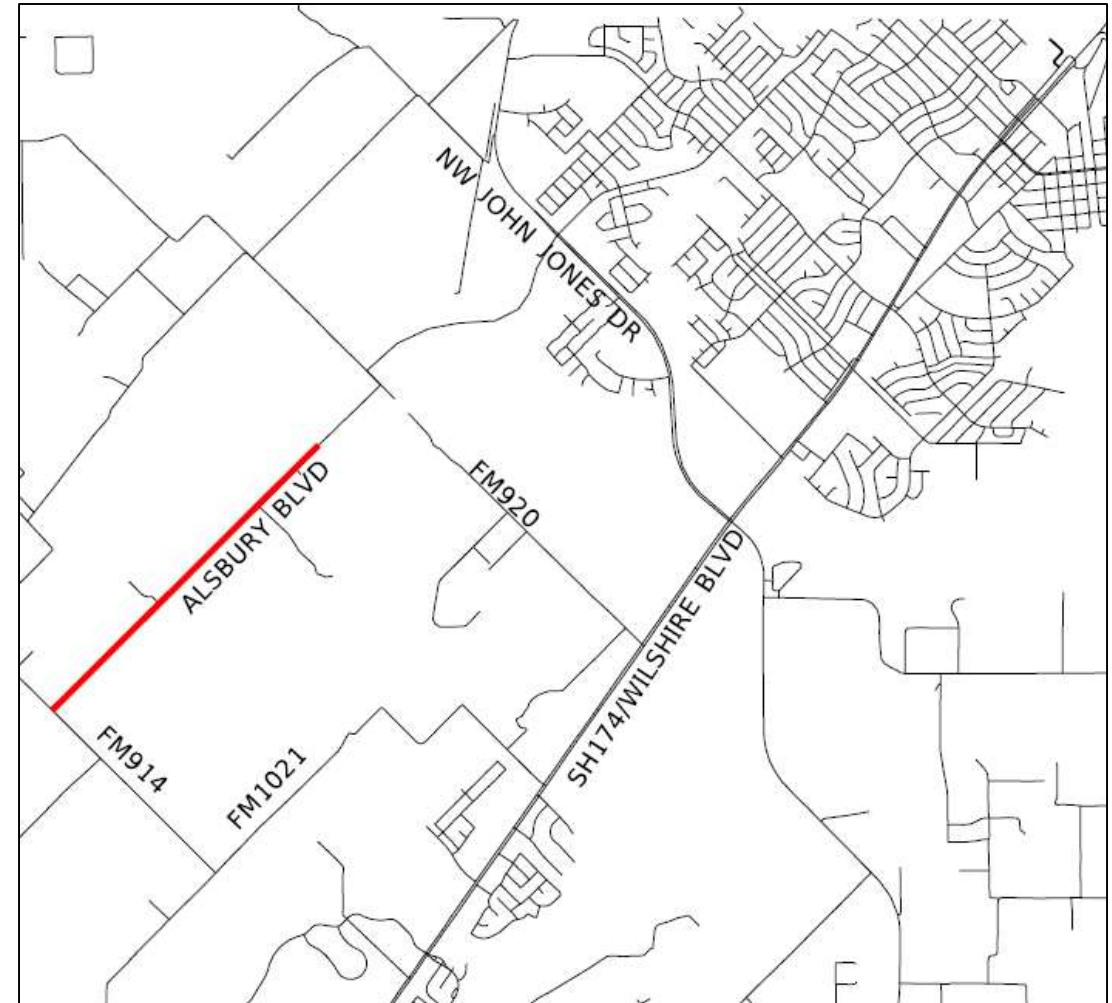
---

PRESENTED TO CITY COUNCIL

MARCH 3, 2025

# Outline

- Project Background
- Project Design Criteria
- Project Progress
- Project Coordination
- Project Budget
- Project Timeline





# CR1020 (Alsbury) Extension Background



## Project Overview

Extension of Alsbury Boulevard from Prairie Grove Lane to CR914 (Lakewood Drive) roundabout. The new section will be a 4-lane divided roadway with turn lanes, water, sewer, and drainage improvements.






# CR1020 (Alsbury) Extension Background



## Background

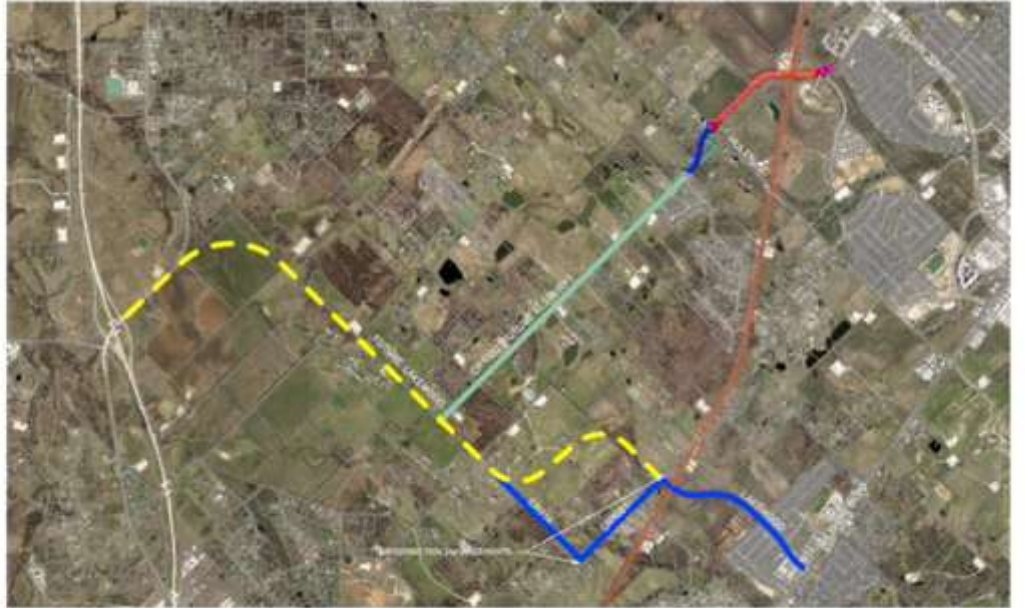
- The design of the Alsbury Boulevard Project was included in the voter approved 2022 GO Bond
- Fiscal Year 2023 CIP included appropriations to initiate project
- A professional services agreement for preliminary design was approved at the March 20, 2023 City Council meeting
- The preliminary design identified the tasks needed to move to a final design



### Alsbury Boulevard

#### Hulen Street to CR 914

Design of Alsbury Boulevard to increase the road width from a two-lane to a four-lane roadway.

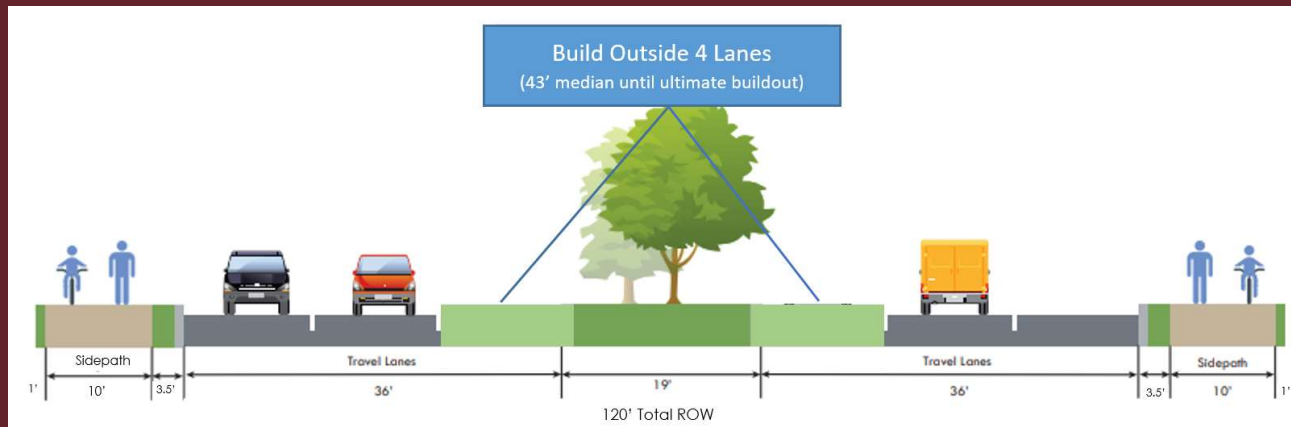


# Design Selection Criteria

AADT	Driveway Activity Index per Mile <sup>1</sup>	Truck Percentage	Preferred Cross-Section
> 20,000	Any	Any	Four Lanes with TWLTL/ Four-Lane Divided
Notes:			
1. Driveway activity index is the number of residential driveways. The index is equal to three times the number of industrial driveways, or 12 times the number of commercial driveways (measured per mile).			
2. 6-ft minimum shoulder width. Greater widths are desirable.			

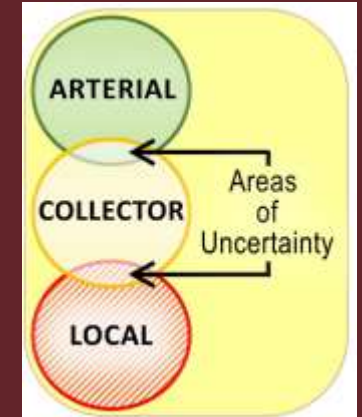
\*TWLTL – Two way left turn lane

- Right-of-way width is a function of roadway elements as well as local conditions
- The Federal Highway Administration (FHWA) recommends right-of-way widths be larger than 100-feet and smaller than 300-feet
- City of Burleson Master Mobility Plan classifies CR1020 (Alsbury) as a Major Arterial which is to be a 4-lane section with an Annual Average Daily Traffic (AADT) of 29,900
- The threshold for a 4-lane divided arterial is an AADT of 30,000 where a 6-lane divided arterial is 51,000
- When approaching the threshold between a 4-lane and 6-lane arterial, it is best practice to plan for the necessary right-of-way width of the larger option

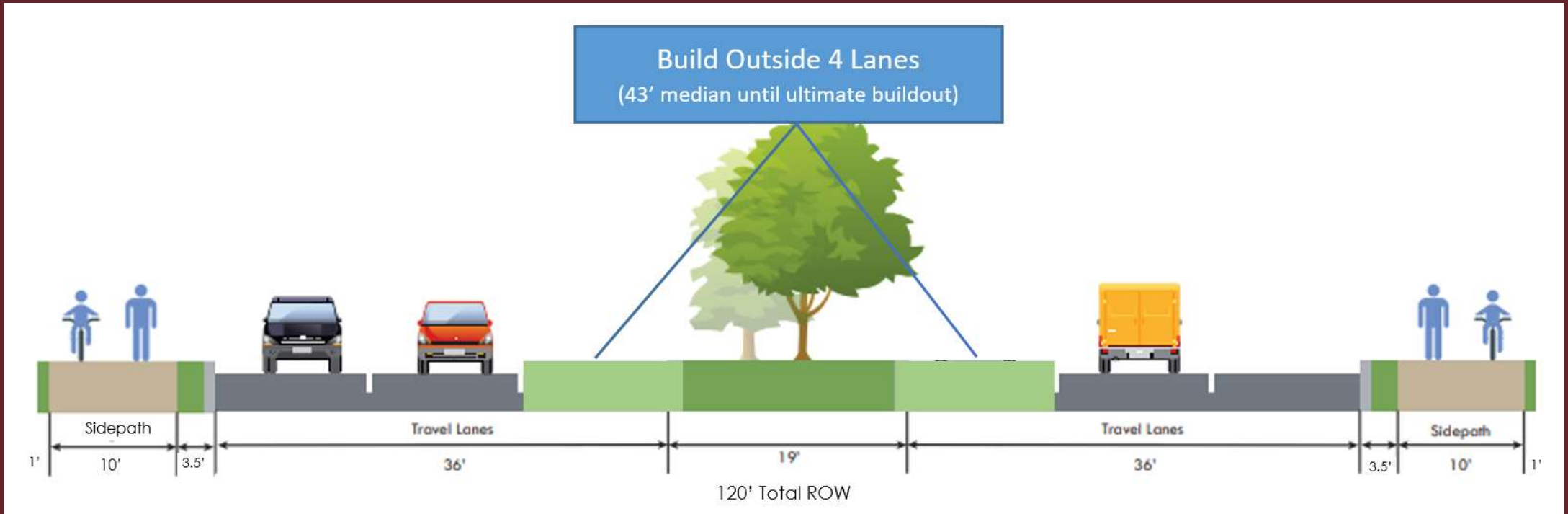
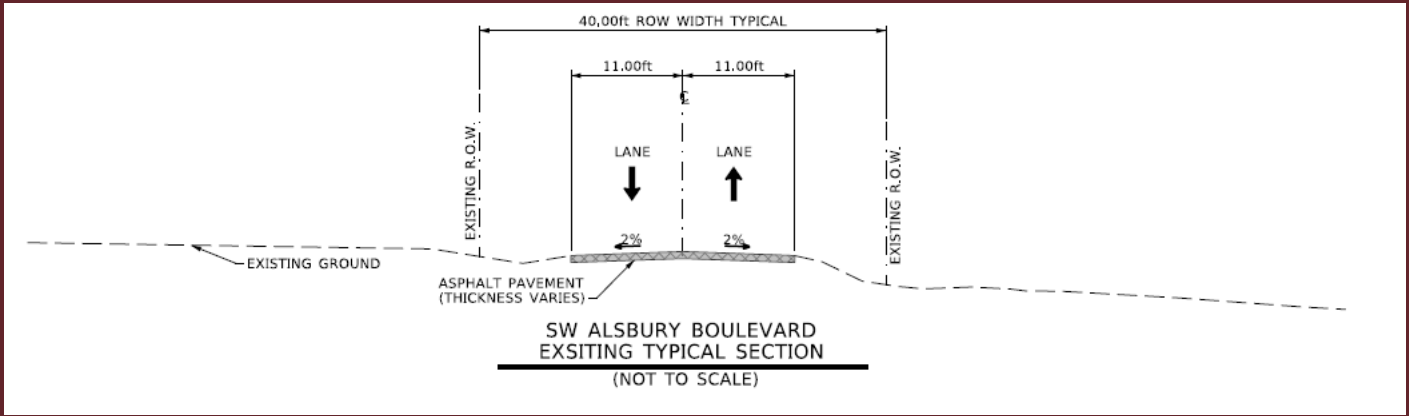


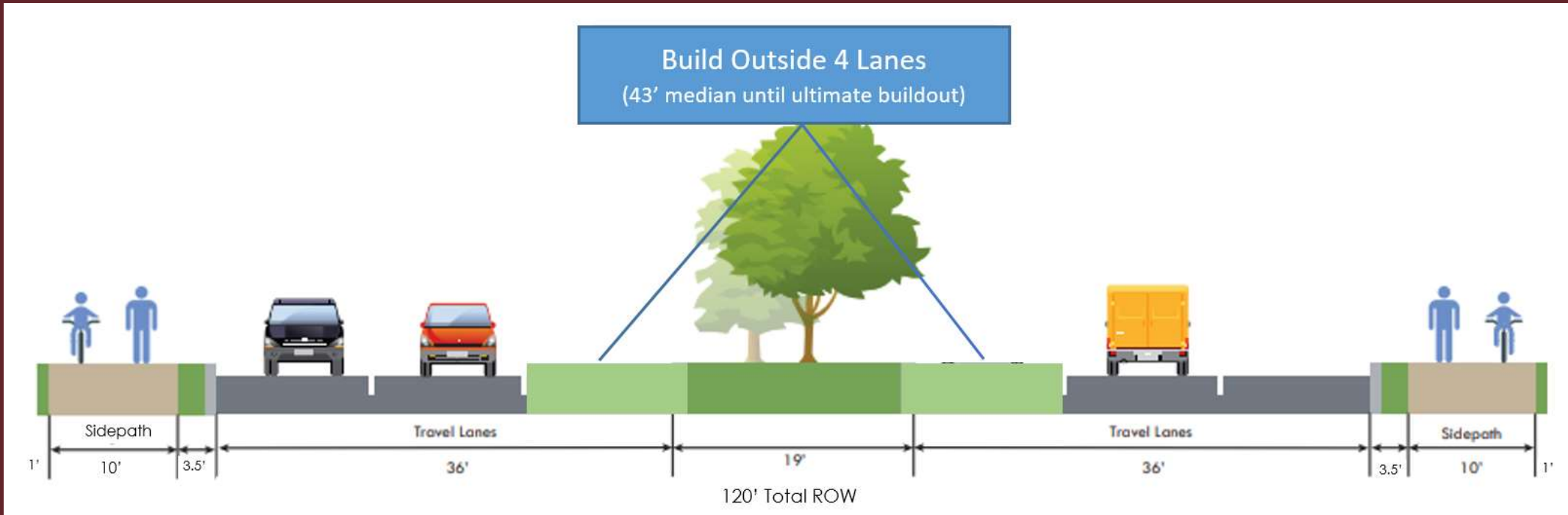
# Functional Classification

- There are three categories of classification; Arterial, Collector, and Local. Sub-categories of major and minor.
- Typically as traffic increases on a roadway its functional classification changes.
- TxDOT maintains maps showing the functional classifications of roadways.
- CR1020 (Alsbury) is currently a Local Street on TxDOT maps but will be classified as a Major Arterial.
- Major Arterials serve major centers of metropolitan areas, provide a high degree of mobility and can also provide mobility through rural areas.





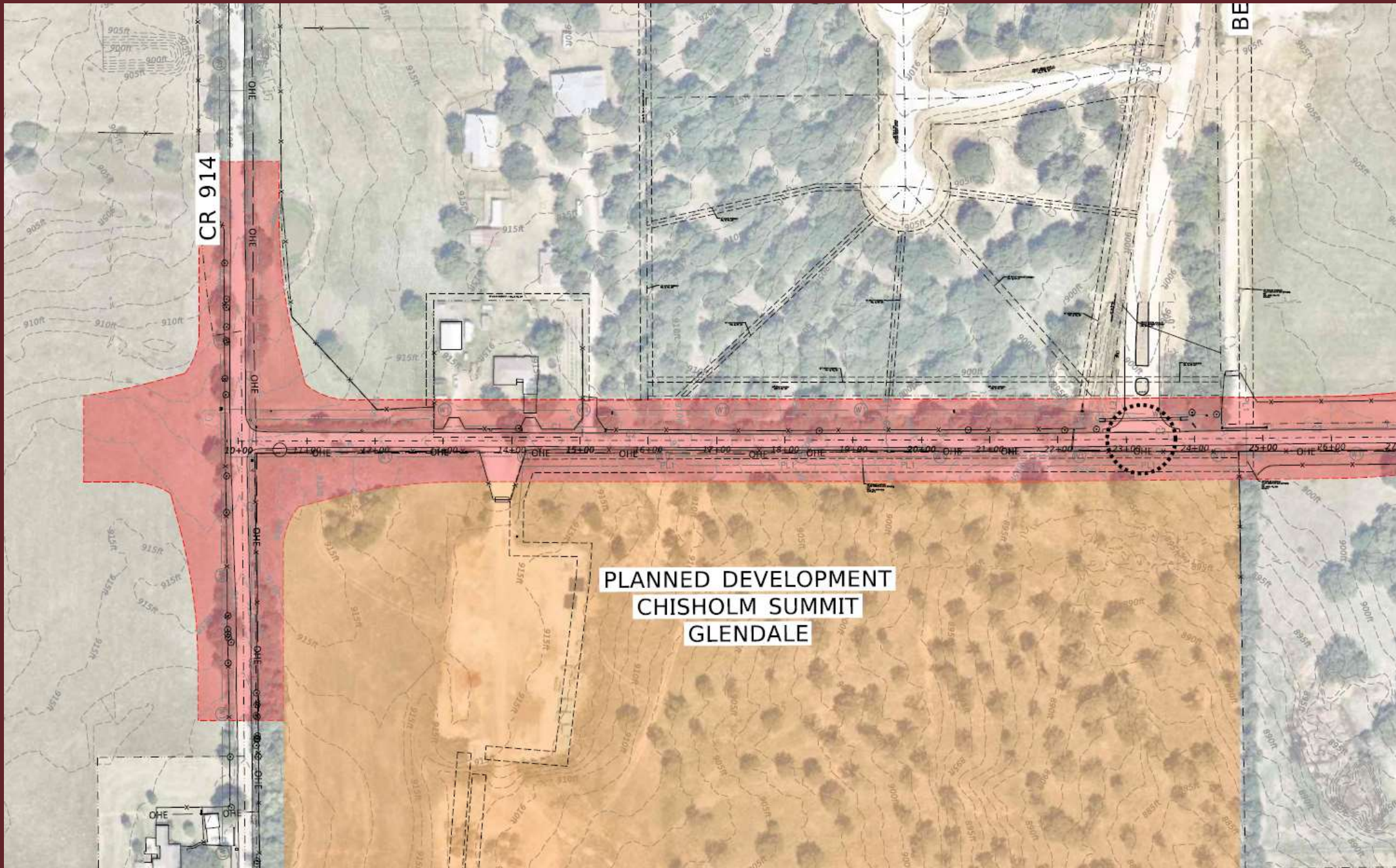




### Project Includes:

- Existing 2-lanes expanded to Proposed 4-lanes
- ROW acquisition for Future 6-Lane Ultimate Roadway
  - Over 50 individual properties with acquisitions needed for;
  - Right-of-Way, Drainage, Utility and Grading Easements, and Temporary Construction Easements
- Dual shared-use path on both sides
- Wide landscaped median with room for future widening to ultimate











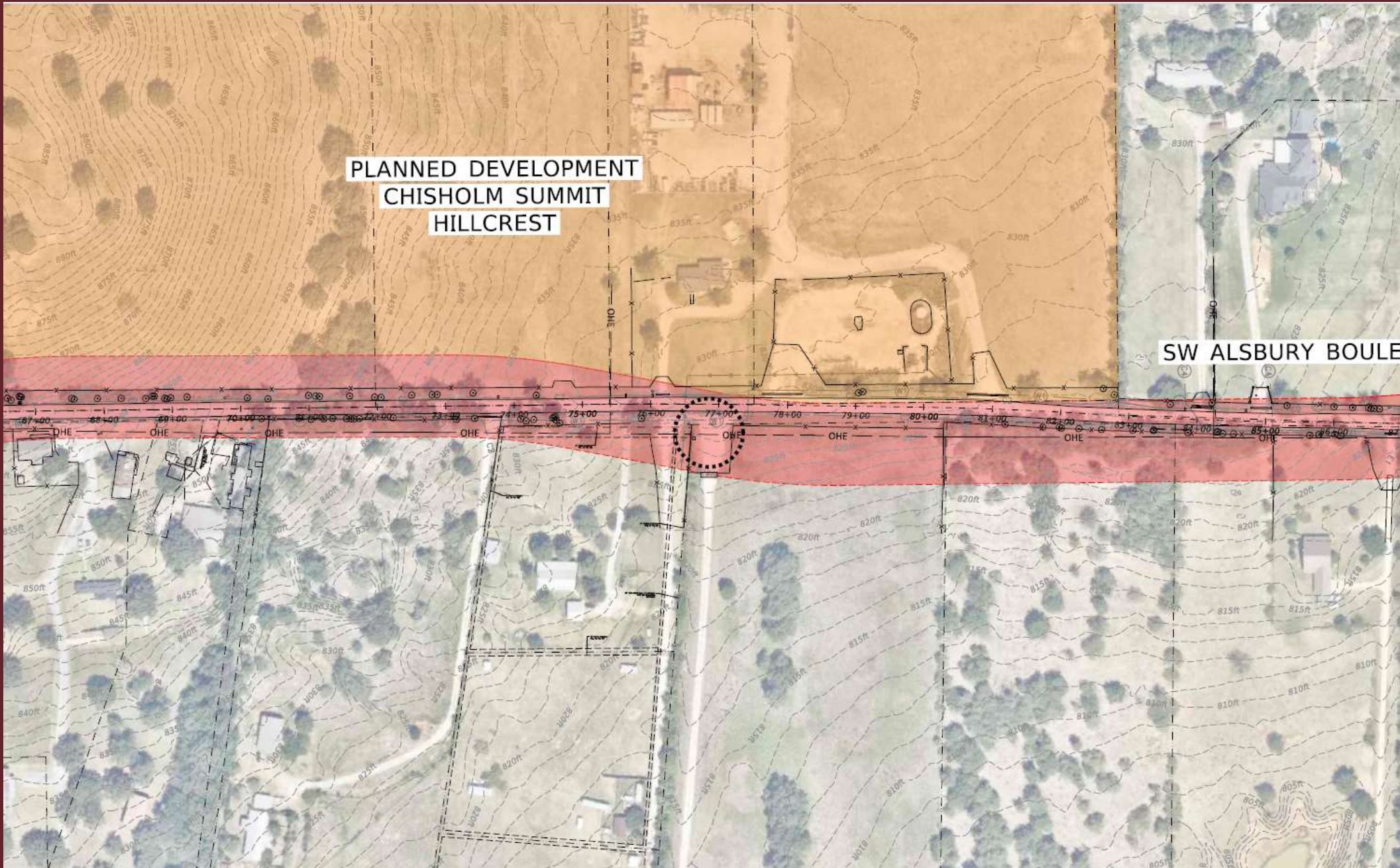




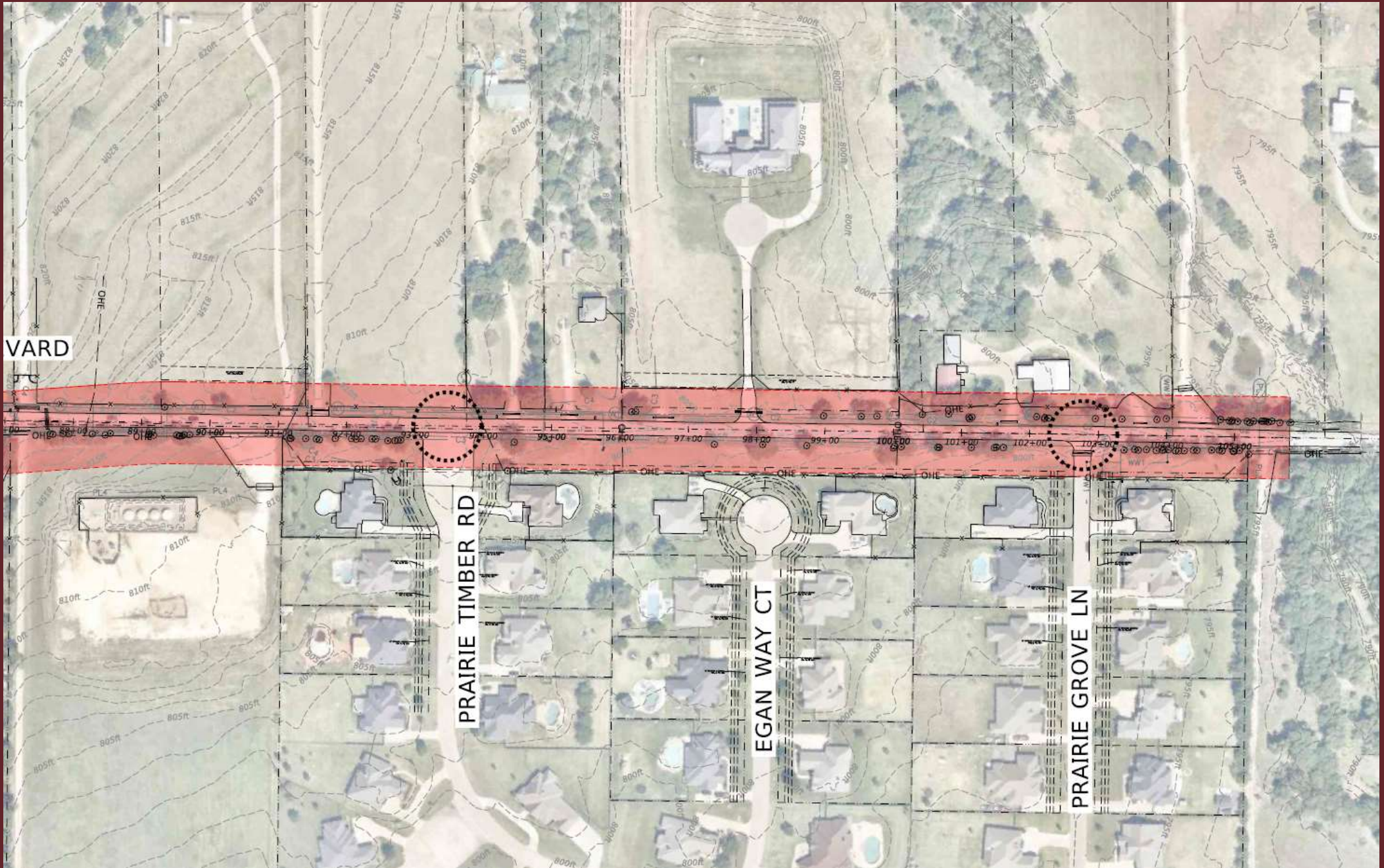


**PLANNED DEVELOPMENT  
CHISHOLM SUMMIT  
HILLCREST**

**SW ALSBURY BOULE**









# Project Progress

- ❑ **Fiscal Year 2023:** Council adopted 5 year CIP with \$2.5 Million allocated to initiate project
- ❑ **March 20, 2023:** Council approves consultant agreement for Preliminary Design Report
- ❑ **September 2024:** Preliminary alignment concept complete
- ❑ **November 2024:** Public meeting





# Public Meeting

- A public meeting was held November 13, 2024 with attendees able to ask staff questions and leave written comments
- Generalized comments from meeting
  - Concerned about losing the rural country feel
  - Prairie Timber Estates desires two dedicated turn lanes
  - No landscaping desired along street
  - No median, trucks & trailers cannot make a u-turn
  - If there is not a median cut at their property they cannot make a left
  - Concerned about property value
  - Other roads are crowded too, when will those be upgraded





# Federal Funding



- Federal-aid funds are generally distributed to States using formulas specified in Federal law for various grant programs
- In the Dallas/Fort Worth region the North Central Texas Council of Governments (NCTCOG) is the designated recipient for the funds, and Local Governments are sub-recipients
- NCTCOG oversees decisions regarding the selection of projects for funding and is responsible for ensuring Federal requirements are met, including those for funds eligibility
- Projects partially or fully funded from federal sources are required to be classified as a Major Collector or above.
- The Transportation Improvement Program (TIP) is a staged, multi-year program of projects within the Dallas-Fort Worth area, approved for funding by federal, state, and local sources.
- Every two years, the NCTCOG, in cooperation with the Texas Department of Transportation (TxDOT), local governments, and transportation agencies, develops a new TIP.

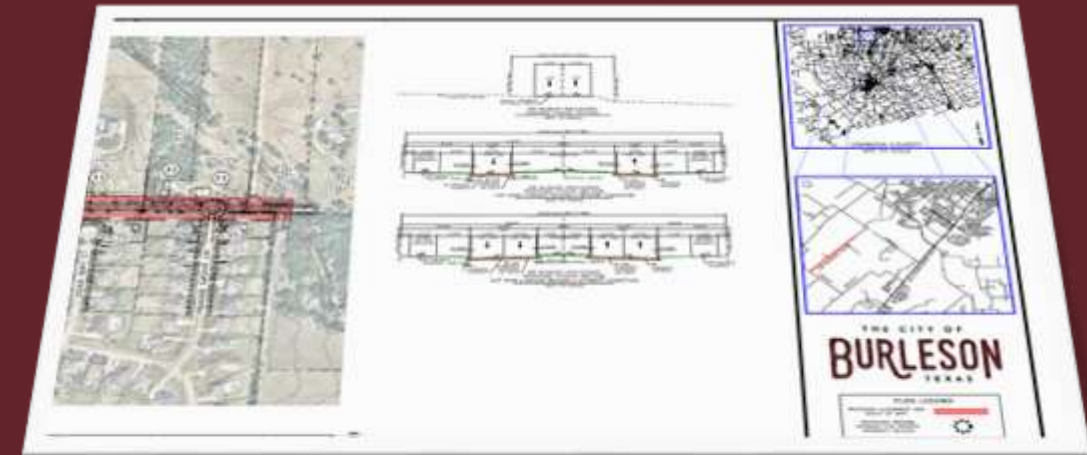




# Project Coordination

## Design and Right-of-Way

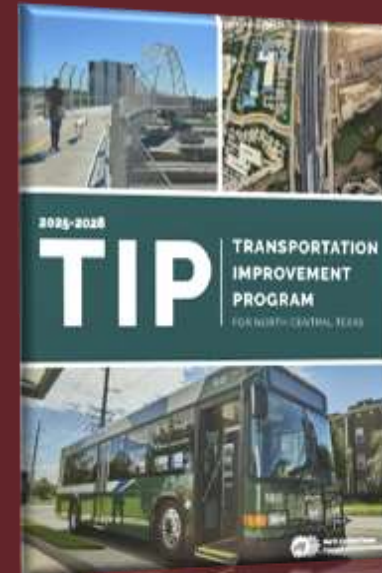
- Staff will bring professional service agreement for final design to Council in upcoming meeting
- An external consulting firm will be engaged to perform right-of-way acquisitions
  - support appraisals, conduct surveys, prepare documents, and facilitate negotiations





# Budget Recap and Estimate

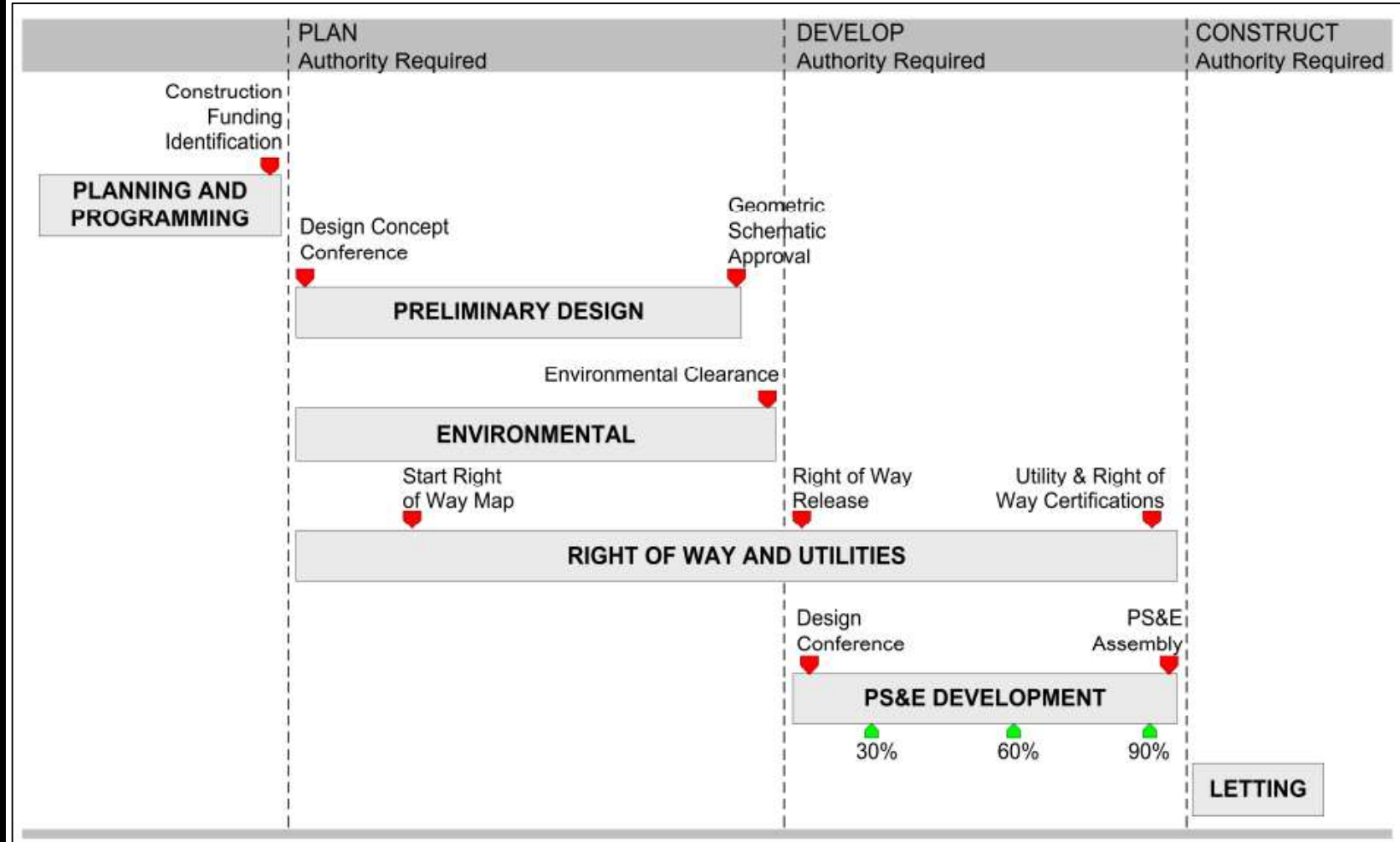
- Current CIP Budget: \$16.5 Million
  - GO Bond: \$2.5M
  - 4A Funds: \$14M
- Latest Construction Estimate: \$42.5 Million
  - City will pursue future funding opportunities for construction





# Upcoming Key Milestones

- ❑ Update Classification with NCTCOG
- ❑ Coordinate NCTCOG TIP Update
- ❑ Start Preliminary Design
- ❑ Start Environmental Evaluation
- ❑ Start Right of Way Acquisition
- ❑ Coordinate Franchise Utility Relocations
- ❑ Pursue Construction Funding





# Next Steps

- Proceed with design, meeting Federal standards, and right-of-way acquisition, as currently planned in the CIP.
  - Continue to position project for grant funding opportunities.
  - Construction start contingent upon funding award.



# Questions

Randy Morrison, PE

Director of Capital Engineering

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

(817)426-9295